



Mayor & City Council

Regular Session Meeting

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

~ Agenda ~

Monday, August 16, 2021	7:30 PM	Council Chambers
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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 August 2, 2021

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements
5. Remarks of Citizens
6. Other Business
 - A. COVID-19 Update. See memorandum dated August 10, 2021 from Fire Chief Wade Elmore. Also, see attached PowerPoint presentation.
 - B. Discussion and update on top ten delinquent property tax payers. See memorandum dated August 9, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
 - C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated August 11, 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 August 11, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings
 - A. Public Hearing to consider an ordinance regulating container style buildings within the City of College Park. The City Planner recommends approval of the attached draft ordinance. The Planning Commission heard this request at the July 26, 2021 Regular Meeting and recommended approval. See memorandum dated August 6, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation.

ACTION:

-
- B. Public Hearing to consider transmitting the draft City of College Park 2021 Comprehensive Plan update to Georgia Department of Community Affairs (DCA) for review. See memorandum dated August 10, 2021 from City Planner Nikki Washington. Also, see attached City of College park 2021 Comprehensive Plan update.

ACTION:

- C. 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. See memorandum dated August 6, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 2.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval to utilize GovHR USA for a City Manager national search and to authorize the Director of Human Resources & Risk Management to negotiate an agreement with GovHR USA with substantially the same terms as the City's form services agreement in an amount not to exceed \$22,500. See the memorandum dated August 10, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached bid tabulation and background information. This is a budgeted item.

ACTION:

- B. Consideration of and action on bids received for the selection of the City's annual supplier of unleaded gasoline and diesel fuel. See memorandum dated August 6, 2021 from Director of Public Works Melissa Echevarria recommending Petroleum Traders Corporation as the City's primary fuel supplier for an estimated annual cost of \$510,985.00. In the event of an emergency or security breach, recommending Southern Petroleum Resources as a secondary source. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- C. Consideration of and action on a request for approval of bids received to perform street resurfacing work under the Georgia Department of Transportation (GDOT) 2021 Local Maintenance and Improvement Grant (LMIG) Program. See memorandum dated August 6, 2021 from Director of Public Works Melissa Echevarria recommending Mullins Brothers Paving Contractors, the lowest bidder in the amount of \$253,220. This is a budgeted item.

ACTION:

- D. Consideration of and action to designate City Streets for resurfacing under the Georgia Department of Transportation’s (GDOT) 2022 Local Maintenance and Improvement Grant (LMIG) resurfacing program. See memorandum dated August 11, 2021 from Director of Public Works Melissa Echevarria. Also, see attached recommended list of City streets.

ACTION:

- E. Consideration of and action on a request for approval to renew the City’s citizen response software with QScend Technologies, Inc. This is an annual renewal for the See Something Say Something Software called I-Notify. See memorandum dated August 6, 2021 from Chief Information Officer Michael Hicks recommending approval in the amount of \$12,629.00. This is a budgeted item.

ACTION:

- F. Consideration of and action on a request for approval of the T-SPLOST Project Cooperation Agreement between the City of College Park and the Airport West Community Improvement District. See memorandum dated August 9, 2021 from City Attorney Danielle Matricardi indicating that formal approval by the City Council to authorize the Mayor to execute the Agreement is required. In April of 2021, the City Council approved the transfer of T-SPLOST funds to enhance Virginia Avenue public safety pedestrian crossings. Also, see attached Cooperation Agreement.

ACTION:

- G. Consideration of and action on a request to ratify approval of the acceptance of Community Development Block Grant (CDBG) funds from the Fulton County Department of Community Development for Barrett Park improvements in the amount of \$102,700.00. See memorandum dated August 11, 2021 from Director of Recreation & Cultural Arts Michelle Johnson recommending approval. Also, see attached awards letter and project timeline.

ACTION:

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

- A. Consideration of and action to review and approve a request for a conditional height permit for a proposed warehouse. See memorandum dated August 9, 2021 from City Planner Nikki Washington recommending approval of the requested conditional height permit. Also, see attached supporting documentation. Ward 2.

ACTION:

- B. Discussion of proposed Millage Rate and approval of recommended rate for advertisement for Fiscal Year 2021- 2022. See memorandum dated August 10, 2021 from Director of Finance and Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

- C. Consideration of and action on a Resolution to authorize the College Park Business & Industrial Development Authority (BIDA) to refinance all of the obligations related to the previously issued Atlanta Land Purchase Revenue Bonds, Series 2014. See memorandum dated August 9, 2021 from the Director of Finance and Accounting Althea Philord-Bradley recommending approval of refinancing the debt. Also, see attached supporting documentation.

ACTION:

- D. Consideration of and action to ratify the City Manager’s recommendations regarding the alcoholic beverage violation at 5021 Old National Highway (WRAITH). See memorandum dated August 11, 2021 from City Clerk Shavala Moore and attached supporting documentation.

ACTION:

- E. Consideration of and action to ratify the City Manager’s recommendations regarding the alcoholic beverage violation at 4807 Old National Highway (Knockouts). See

memorandum dated August 11, 2021 from City Clerk Shavala Moore and attached supporting documentation.

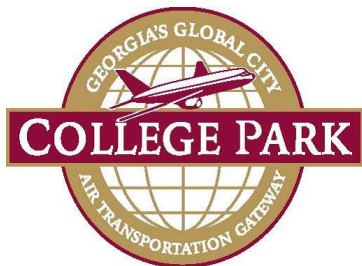
ACTION:

11. City Attorney's Report

- A. Consideration of and action on an ordinance to declare a local state of emergency within the City of College Park due to the Covid-19 pandemic. See memorandum dated August 11, 2021 from City Attorney Danielle Matricardi. Also, see attached proposed ordinance.

ACTION:

- 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: 8991

DATE: August 9, 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 August 2, 2021

See attached Regular Session Minutes dated August 2, 2021.

Thank you.

ATTACHMENTS:

- RS080221 (DOCX)

Review:

- Gabrielle Thornton Completed 08/09/2021 4:28 PM
- Rosyline Robinson Completed 08/10/2021 4:58 PM
- Mercedes Miller Completed 08/11/2021 10:58 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

MAYOR AND CITY COUNCIL
REGULAR SESSION
AUGUST 2, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain Alexander.

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

3. Presentation Of Minutes Of City Council.

A. Regular Session held July 19, 2021.

ACTION: Councilman Clay moved to approved Regular Session Minutes dated July 19, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Workshop Session held July 19, 2021.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated July 19, 2021, with corrections, seconded by Councilman Taylor and motion carried: (All Voted Yes).

Packet page 26, line 242 "...perimeters ..." s/b "...parameters ..."

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

5. Remarks Of Citizens.

a. Jamelle McKenzie, along with Dr. C.L. Williams and Rose Stewart, came forward to say they had a wonderful city-wide back to school event at the GICC this weekend. I want to thank all of our City Councilmembers and Mayor for entrusting Adullam Ministries/IGNITE Resource Center with the opportunity to serve the citizens of the great City of College Park. Because of your support, we were able to distribute 20,000 face masks, over 1,000 backpacks, 550 bags of groceries, 134 volunteers, and 45 partner sponsored organizations on Saturday. It was awesome.

47 Ms. McKenzie said I would also like to take this time to share a token of our appreciation
 48 for you and all that you do and the support that you have given to us over these past 2
 49 years and especially over this past weekend. It was a lot of work. I want to thank all
 50 department heads/city staff and the GICC staff who participated in the event. Thank you
 51 again for your continued support, and we really appreciate you. Have a great evening.
 52

53 **(Councilman Gay briefly stepped out of council chambers)**
 54

55 b. Greetings Mayor and Council, (Read by City Clerk)
 56

57 I am Demetris Taylor, and I reside in The Embarcadero Club Apartments on Sullivan Rd
 58 in Ward 2.
 59

60 I would like to know if and/or when these items can be addressed as I see them as
 61 PREVENTION methods to keep us from having to deal with UNNECESSARY
 62 heartache, pain, and potentially loss of life.
 63

64 *The Yellow lines or lane divider lines along MOST of the roads in College Park are
 65 almost faded away or nonexistent; especially along BEST Rd, Embassy Rd, Southport
 66 Rd, T, Owen Smith, and Sullivan Rd. As you know, drivers have a sense of staying the
 67 course, but near many of the hotel egress/ingress locations and turning lanes, this proves
 68 to be dastardly.
 69

70 *The drain system down at Old National and Sullivan Rd: Every time we get a heavy
 71 rain storm, that corner FLOODS creating havoc for drivers and the large trucks alike.
 72 Can we ever get that fixed or is that a problem for THE STATE???

73
 74 *The Traffic Signal at Old National & Sullivan Rd: Again, is this OUR concern or do we
 75 yield this to the state? This traffic signal is the LONGEST signal in captivity forcing
 76 drivers to attempt to divert it. In doing so, this creates many traffic violations and
 77 potential accidents. Can we get the timing of these lights in better synchronization?
 78

79 *TREE TRIMINGS: Can we PLEASE get someone to come out and trim the
 80 tress/branches along all the bus stops, stop signs, and intersections so we can SEE the
 81 signs and signals? Again, this is to PREVENT crime, hardships, and headaches for the
 82 citizens and visitors alike.
 83

84 *PHOENIX TRAIL: This walking/biking trail is POORLY lit!! down near Best Rd, it's
 85 nearly as dark as night... light can be seen about 1/8 of a mile up from the street. It's so
 86 dark, I've seen a College Park Police Officer use it as a speed trap hide out location.
 87

88 Thank you for your time and careful consideration.
 89

90 Mayor Motley Broom said anyone that did not sign in that wishes to speak for 1 minute
 91 may do so.
 92

93 c. Mr. Shawn Carter, Ward 1, 1776 Walker Avenue, College Park, Ga., came forward and
 94 said I am here today on behalf of myself and my neighbors. We are the immediate 3
 95 homes on Walker Avenue. Even though we are so excited from all of the Main Street
 96 corridor progression, we have not received our mail in over a week and a half because
 97 people persistently park in front of our mailboxes and walk up to the Main Street
 98 restaurants. Is there anything that can potentially happen, or do we go to the Post Office
 99 for this concern?

100
 101 Mayor Motley Broom said we typically do not respond to public comment, but
 102 Mercedes can follow up with this.

103
 104 Mr. Carter said thank you.

105
 106 6. Other Business.

107
 108 A. Consideration of and action on a request from Cynthia Cooke of Spelman College for
 109 approval to host the Spelman College Honors Program on Saturday, August 21, 2021 at
 110 Zupp Park from 11:00 a.m. until 5:00 p.m. Ward 1.

111
 112 City Clerk Shavala Moore said Cynthia Cooke came to us to have her on this program at Zupp
 113 Park. This is something that the school is doing. And her brother, I believe, is security for
 114 the pavilions at Zupp Park, but since she is not a resident, this is the reason for it being on the
 115 agenda.

116
 117 Councilman Clay said on the material I read, now they want to rent the whole park.

118
 119 City Clerk Shavala Moore said it is just the pavilion.

120
 121 Ms. Cooke said we want all the pavilions. We want all the park for 6 hours.

122
 123 Councilman Clay said there are several issues here. Several years ago I could swear that we
 124 put into our policy; that if you had more than 25 or 50 people, you had to have police there.
 125 Secondly, we don't normally rent out more than 2 or 3 pavilions. We are talking about 300
 126 people coming to the park and tying up the whole park. It is not in my ward, so Ken I will
 127 defer to you on this.

128
 129 Councilman Clay said the issue that I have is: What do we say when Morehouse or
 130 Woodward or - - At least Woodward is a school in our city. What do we say when others
 131 come and they say we want to rent out the whole park. How do we pick and choose whether
 132 we are going to do it or not do it. And I'm concerned about the legal ramifications of it. I
 133 have a question for the City Attorney. Can we pick and choose and say we will take
 134 Spelman, but we won't take Emory, so forth and so on?

135
 136 City Attorney Winston Denmark said we want to be covered by a standard that is
 137 understandable and not arbitrary. So we have an ordinance, a policy, and I presume that is
 138 what we are following here. So, we wouldn't just be making choices based on who we like

139 or don't like, but following an objective policy that everybody is on notice of and they know
140 what the criteria is.

141
142 Councilman Clay said I don't know where that policy is recorded. Michelle, have you found
143 anything on that?

144
145 Councilman Allen said that was the question I had. Are we setting a precedent where
146 somebody else wants to come in, and you would have to let them rent the whole park or all
147 the pavilions?

148
149 Councilman Clay said and that deprives our citizens of the use of the park for that day.

150
151 Director of Recreation & Cultural Arts Michelle Johnson said the ordinance says anything
152 more than 9 people is considered a group. And if it is not a program or something
153 recreation is offering, it would come as a special permit to you all to make the decision.
154 There is no regulations based on policing, but we do have park rangers during that time
155 period; that if something would be needed, we would call out police at that time. So, at this
156 point passed the ordinance, if it is more than 9 people and a special permit and not a citizen,
157 it comes in front of you all to make that decision on what you are looking to okay in the
158 parks and to take away from our citizens for that rental.

159
160 Councilman Allen asked, how much is the park being used on Saturdays?

161
162 Director of Recreation & Cultural Arts Michelle Johnson said all the parks are being used on
163 a regular basis. Our park pavilions get rented out throughout the summer on a regular basis.

164
165 Councilman Clay said one pavilion had been rented or spoken for. What about the other
166 pavilions?

167
168 Director of Recreation & Cultural Arts Michelle Johnson said it was contingent on what
169 your decision was.

170
171 Councilman Clay asked, has anyone else signed up for it on that day?

172
173 Director of Recreation & Cultural Arts Michelle Johnson said not as far as I know of.

174
175 Councilman Allen asked, how do we prevent other citizens from coming into the park, if
176 they were to come in and use the playground?

177
178 **(Councilman Gay returned to council chambers)**

179
180 Director of Recreation & Cultural Arts Michelle Johnson said we don't prevent anyone from
181 coming in.

182
183 Mayor Motley Broom asked, any other questions?

184

185 There were no further questions.

186

187 Mayor Motley Broom asked Councilman Gay, do you have any questions?

188

189 Councilman Gay said no, ma'am.

190

191 Councilman Allen said there would be 2 buses coming.

192

193 Ms. Cooke said yes, back and forth from Spelman.

194

195 Councilman Allen asked, so how many students do you think would be there at any given
196 time?

197

198 Ms. Cooke said I won't have real numbers, until students show up at the campus.

199

200 Councilman Allen asked, what day is that?

201

202 Ms. Cooke said the 12th. Class starts on the 16th.

203

204 Mayor Motley Broom asked, is there any particular reason for Zupp Park?

205

206 Ms. Cooke said it is a small group and intimate. That is why I thought it would be a good
207 choice. The students are trying to do meditation, yoga, and journaling. That is why we
208 asked for the whole park. The students will be all around, and the pavilion for the food.

209

210 Mayor Motley Broom asked Ms. Johnson, are there any baseball games going on that day?

211

212 Director of Recreation & Cultural Arts Michelle Johnson said no.

213

214 Councilman Clay said we have had some issues in the past where we have felt it necessary
215 that if you had a sufficiently large organization, it was necessary to have police presence
216 there. And the concern I have is: I have no concern with Spelman per say. But, if any other
217 corporation could come along, there might be some organization that I might have concern
218 with, if they want to rent the park and there were perhaps political differences or what have
219 you that you would need some kind of law enforcement presence there.

220

221 Councilman Clay said so, if we need to be consistent, but if some other organization that
222 came in and was like creating civil strife, we might like to have police there. So, how can
223 we tell them if they should apply, you have to have police, but tell Spelman that they don't
224 have to have police. I know I'm paranoid and picky, but these are the kinds of things I
225 worry about in being consistent in the way we administer policy.

226

227 Mayor Motley Broom and Councilman Allen agreed.

228

229 Councilman Allen said I think it would behoove the city to have someone in authority to be
230 there, other than a park ranger, in case things get out of hand.

231 Mayor Motley Broom asked Ms. Johnson, if someone is renting out one of our facilities, is
232 there a requirement for an off-duty officer or somebody along those lines?
233

234 Director of Recreation & Cultural Arts Michelle Johnson said we look at who is renting.
235 For basketball, we do have regular police. For the Auditorium, not necessarily, but we do
236 have staff there. But for our football games, we have police there. It depends on the event.
237

238 Mayor Motley Broom asked, do you use a ratio of a certain number of people to one officer?
239

240 Director of Recreation & Cultural Arts Michelle Johnson said we use an officer per gym to
241 help with crowd control. Being an outside event, we do have park rangers on duty. So,
242 there is staff present out there at the park.
243

244 Councilman Allen asked, are some of the students going to be driving out on their own?
245

246 Ms. Cooke said probably.
247

248 Councilman Allen said that's another concern.
249

250 Ms. Cooke said you can give us guidance on that and we will guide them.
251

252 Councilman Allen said the problem I have is with setting a precedent and the police. I have
253 nothing against Spelman or the students. But to have them without and to set a precedent, it
254 may come back to maybe haunt us later. And we need to set a number of policemen that
255 needs to be at these events.
256

257 Councilman Clay said we have had this discussion before. Maybe Councilman Gay
258 remembers. There were a lot of considerations put into place as to how large of an
259 organization you can have here, et cetera, et cetera. And I thought all that was documented.
260 I don't understand why we can't find that, to be honest with you.
261

262 City Clerk Shavala Moore said 3 department heads looked for it.
263

264 Councilman Clay said I will see if I can find it. Because I'm 99 percent sure that we have
265 had this discussion for very good reasons.
266

267 Councilman Allen said I feel uncomfortable with it, until we can find further
268 information.
269

270 Mayor Motley Broom said I feel uncomfortable for a different reason. It displaces our
271 residents for 6 hours from the parks that they support, and that just doesn't feel right to me, a
272 group from outside the city that displaces residents and do not have full enjoyment of the
273 parks that their tax dollars pay for.
274

275 Mayor Motley Broom asked, is there a motion?
276

277 No motion was made. Died for lack of a motion.

278

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

280

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

282

283 There were no questions for this item.

284

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

286

287 There were no questions for this item.

288

289 D. College Park Utility Assistance Grant Program Update.

290

291 Councilman Gay said I have received calls all day about rental assistance from the
292 government. Do you know if we get any information that we can share with our
293 constituents?

294

295 Mayor Motley Broom said Fulton County has reopened their rental assistance grant portal
296 and sent us information. And I know we posted it on our Facebook and social media. I will
297 forward that on to you as well.

298

299 Councilman Gay said thank you.

300

301 7. Public Hearings.

302

303 A. Consideration of and action on a request to set a Public Hearing to consider the rezoning
304 of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District.
305 Ward 2.

306

307 Councilman Clay said we have been in conversations with the people that want to build the
308 facility. I want to bring these points out that will need to be addressed next meeting. First
309 off, on packet page 64, there is Item D at the bottom (reading). That percentage is
310 incredibly small. That is like 10 percent. When I look at the site plan, unless the
311 boundaries are way outside of that project, and I don't think they can be because there are
312 residences there, I just don't understand that, so that is going to need to be explained and
313 discussed.

314

315 Councilman Clay said here is my concern. If it truly is 10 percent, and the argument for 10
316 percent is the fact that there is wetland there and topography and what have you, well, those
317 can be fixed. So, how are we going to in any way restrain and say, okay, 6 acres, that is
318 what you say you are going to cover, and that is it. And the rest of it is going to be left in
319 wetland, et cetera, et cetera. So, that is one issue I am going to want to discuss next time
320 around.

321

322 Councilman Clay said on packet page 65, Item H in the middle of the page (reading), there
 323 is a recommendation out of the Planning Commission that is later in the packet that
 324 specifically identifies 2 entrances for the facility. We need to make sure that we get all this
 325 recorded in the decision so that it is in the minutes. And that should be a requirement for the
 326 project going forward.

327
 328 Mayor Motley Broom suggested that if this is something the Body is going to adopt, that
 329 that be in the form of a motion.

330
 331 Councilman Clay said if I make a motion, I am going to certainly put it in. On packet page
 332 67, that is the recommendation from the Planning Commission. And on Item 3 of that
 333 recommendation, it talks about a visual screen. Now, I happen to know one of the residents
 334 there only by the fact that I have given them some advice on airport noise, before they became
 335 a City (South Fulton). And there is a flight path right over the place.

336
 337 Councilman Clay said so, he contacted me, and he was concerned about something else. I
 338 know where they live. I know their situation there, and I know they are not in our city, but
 339 we need to take care of all citizens, not just our own. And Item 3 talks about a wooded buffer
 340 around the entire periphery to maintain a visual screen. I would add that that screen should
 341 be sufficient that is effective year around. It doesn't mean they have to plant evergreens
 342 there.

343
 344 Councilman Clay said I already made the comment on packet page 86, the site plan. There
 345 are a lot of modules on the site plan. And I think the periphery is where the dash lines (ph)
 346 are. So, I need to understand how we are saying that only 6 out of 60 acres are going to be
 347 covered on that property. That is all I have for tonight.

348
 349 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington
 350 to set a Public Hearing to consider the rezoning of 0 Welcome All Road from BP-
 351 Business Park to M1-Light Industrial Zoning District, a public hearing date of August
 352 16, 2021 is recommended, seconded by Councilman Allen and motion carried. (All
 353 Voted Yes).

354
 355 B. Consideration of and action on a request to set a Public Hearing to consider an ordinance
 356 regulating container style buildings.

357
 358 There was no discussion on this item.

359
 360 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington
 361 to set a Public Hearing to consider an ordinance regulating container style buildings,
 362 seconded by Councilman Allen and motion carried. (All Voted Yes).

363
 364 C. Consideration of and action on a request to set a Public Hearing to consider transmitting
 365 the draft City of College Park 2021 Comprehensive Plan update to the Georgia
 366 Department of Community Affairs (DCA) for review.

367

368 Councilman Clay said there are some things in there that I think the data needs to be
369 scrubbed a little bit. For example, it lists the employers on one slide in College Park. And I
370 think the largest employer may be Chick-fil-A. But we all know the airport is in College
371 Park, and on another slide it talks about the airport is a great resource, et cetera, et cetera.
372 So, you can't have both.

373
374 City Planner Nikki Washington said I did give my response to that one.

375
376 Councilman Clay said okay.

377
378 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington
379 to set a Public Hearing to consider transmitting the draft City of College Park 2021
380 Comprehensive Plan update to the Georgia Department of Community Affairs
381 (DCA) for review, a public hearing date of August 16, 2021 is recommended,
382 seconded by Councilman Allen and motion carried. (All Voted Yes).

383
384 8. Bids, Change Order Requests And Contracts.

385
386 A. Consideration of and action on a request for approval of the installation of the roof level
387 tie back anchors at the Federal Aviation Administration (FAA) Regional Headquarters.

388
389 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
390 Accounting Althea Philord-Bradley for the installation of the roof level tie back
391 anchors at the Federal Aviation Administration (FAA) Regional Headquarters, in the
392 amount of \$16,250.00, seconded by Councilman Allen and motion carried. (All
393 Voted Yes).

394
395 B. Consideration of and action on a request for approval of a solar initiative power purchase
396 contract between the City of College Park contract and the Municipal Electric Authority
397 of Georgia (MEAG Power) to purchase up to 5.0 MW of solar power for 20 years.

398
399 Director of Power Hugh Richardson came forward and said this is a great opportunity to add
400 solar to our fuel mix. They are going to build this project and have it on-line by 2024 located
401 in Middle Georgia, Butts County. It is going to be 80 megawatts, and we are asking for 5
402 megawatts. I have given you 94 pages to read into this. If you approve this, you will need to
403 approve this contract and the resolution combined.

404
405 Councilman Clay said I had questions and got answers. I think it is a great project. It is good
406 for the environment. It is good for us. I couldn't see anything wrong with it, after I got
407 answers to my questions.

408
409 Mayor Motley Broom said MEAG has moved in the direction of clean energy faster than
410 any other competitor. I think it is a step in the right direction, and it is what consumers and
411 what our environment needs.

412

413 **ACTION:** Councilman Clay moved to approve a request from Power Director Hugh Richardson
 414 for a solar initiative power purchase contract between the City of College Park
 415 contract and the Municipal Electric Authority of Georgia (MEAG Power) to purchase
 416 up to 5.0 MW of solar power for 20 years, seconded by Councilman Taylor and
 417 motion carried. (All Voted Yes).
 418

- 419 C. Consideration of and action on a request for approval of the acceptance of a Community
 420 Development Block Grant (CDBG) from Fulton County for Brady Recreation Center
 421 Improvements Phase II.
 422

423 Mayor Motley Broom asked, any questions for Ms. Johnson?
 424

425 Councilman Gay said congratulations on the funds. Do you suspect there will be another
 426 round of funding for other parks?
 427

428 Director of Recreation & Cultural Arts Michelle Johnson said we are going to keep
 429 applying.
 430

431 **ACTION:** Councilman Gay moved to approve a request from Director of Recreation & Cultural
 432 Arts Michelle Johnson for the acceptance of a Community Development Block Grant
 433 (CDBG) from Fulton County for Brady Recreation Center Improvements Phase II,
 434 seconded by Councilman Clay and motion carried. (All Voted Yes).
 435

- 436 D. Consideration of and action on a request for approval of a change order for Towers
 437 Interior to complete work for the Brady Recreation Center improvements.
 438

439 **ACTION:** Councilman Clay moved to approve a request from Director of Recreation & Cultural
 440 Arts Michelle Johnson for a change order for Towers Interior to complete work for
 441 the Brady Recreation Center improvements, seconded by Councilman Allen and
 442 motion carried. (All Voted Yes).
 443

- 444 E. Consideration of and action on a request for approval of bids received to purchase new
 445 commercial containers as part of the Sanitation Division's commercial container
 446 replacement program.
 447

448 Councilman Allen said we have a lot of projects going on. For Six West, are we making
 449 plans for the future to make sure that we have enough dumpsters and trucks?
 450

451 Director of Public Works Melissa Echevarria said yes. We will discuss it with the
 452 Sanitation Department to make sure we can meet those needs.
 453

454 Councilman Allen said we have a lot coming, and we don't need to be behind.
 455

456 Councilman Clay said this is part of our continuing program.
 457

458 Director of Public Works Melissa Echevarria said they should last 10 years, so we continue
459 to replace.

460
461 Councilman Clay said at one time we had plastic ones.

462
463 Director of Public Works Melissa Echevarria said they are difficult to repair.

464
465 Councilman Gay asked, the commercial containers, are those the ones that go in the
466 apartments?

467
468 Director of Public Works Melissa Echevarria said yes.

469
470 Councilman Gay said the challenge I am having is they are not putting the garbage inside.
471 They are throwing it all on the ground. I don't know if there is a container with wider doors.
472 The second problem I am having is furniture. Most of our apartment complexes do not have
473 large enough containers for the furniture. You and I talked about that during our site visit.

474
475 Director of Public Works Melissa Echevarria said I would like to see what other
476 municipalities are doing to accommodate that as well.

477
478 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works Melissa
479 Echevarria for bids received to purchase new commercial containers as part of the
480 Sanitation Division's commercial container replacement program in the amount of
481 \$45,000.00, seconded by Councilman Allen and motion carried. (All Voted Yes).

482
483 F. Consideration of and action on a request for approval of the renewal of the Vehicle
484 Maintenance Services agreement between the City of College Park and Moody's Garage.

485
486 Councilman Clay said I appreciate how Moody's has cooperated with us under the
487 leadership of Mercedes, along with Moody's and Willis Moody. Thanks for doing a good
488 job for getting Moody's to help us out at this point in time.

489
490 Purchasing & Fleet Administrator Willis Moody said they do offer city employees 50
491 percent off of a tow service that we did not know about. That is included in the packet.

492
493 Councilman Gay asked, do we save any money with this new contract?

494
495 Purchasing & Fleet Administrator Willis Moody said we did, and a few other extras.

496
497 Councilman Clay said I was very pleased.

498
499 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle Matricardi
500 for the renewal of the Vehicle Maintenance Services agreement between the City of
501 College Park and Moody's Garage, seconded by Councilman Gay and motion
502 carried. (All Voted Yes).

503

504 9. Unfinished (Old) Business. None.

505

506 10. New Business.

507

508 A. Consideration of and action on a request to designate a voting delegate and proxy to vote
509 at the Annual Membership Business Meeting scheduled for Sunday, August 8, 2021
510 during the 2021 Georgia Municipal Association Annual Convention in Savannah,
511 Georgia.

512

513 **ACTION** Councilman Clay moved to approve a request from City Clerk Shavala Moore to
514 designate Mayor Bianca Motley Broom and Mayor Pro Tem Derrick Taylor as a
515 voting delegate and proxy to vote at the Annual Membership Business Meeting
516 scheduled for Sunday, August 8, 2021 during the 2021 Georgia Municipal
517 Association Annual Convention in Savannah, Georgia, seconded by Councilman
518 Taylor and motion carried. (All Voted Yes).

519

520 11. City Attorney's Report. None.

521

522 12. City Manager's Report. None.

523

524 13. Report of Mayor and Council.

525

526 Councilman Gay – said the night was well planned. I was very impressed.

527

528 Councilman Allen – said tomorrow night is “National Night Out”, so show your support for
529 the police. They do a good job, and they get out every single day and in pouring down
530 rain.

531

532 Councilman Allen said I want to thank Jamelle and her group for doing a good job this past
533 weekend.

534

535 Councilman Allen said I want to thank Anthony Edwards in the NBA. He came back to
536 College Park, went to Georgia, signed a contract to play with Minnesota, and came back and
537 is conducting some programs for the kids. It was great to see the kids. They were all big-
538 eyed as I was too. It is just a great program. Thank you. I appreciate it very much. That's
539 all I have.

540

541 Councilman Taylor – said I want to thank everyone that participated in the Book Bag
542 Giveaway. I think all the kids got book bags.

543

544 Councilman Taylor said the speed bumps, we have to find a way to put something all the
545 way across. They are not braking or anything, they just ride right through them. That's all I
546 have.

547

548 Councilman Clay – said when we chose those speed cushions, we specifically chose them.
549 This was something I was going to talk to Melissa and the Chief about as well. We chose a

550 spacing that the wide track of the ambulance would go through perfectly. But if you had a
 551 narrower track like my Prius, for example, you couldn't do it. You would hit one of the
 552 humps. What I have noticed - - And Melissa this is before your time. It may be your
 553 responsibility to correct it, but it wasn't your issue when you were in charge. I think we didn't
 554 put the spacing in right between some of those because I can drive down Mercer, and the ones
 555 nearer your house Mayor, I can drive right down the middle of the street and go through it,
 556 and it is not supposed to work that way.

557
 558 Councilman Allen said I think the middle one is narrower. The same thing with Woodward.
 559

560 Councilman Clay said that is something we need to look into. The Fire Chief presented the
 561 proper measurements when we made that decision. And that is the thing that changed my
 562 mind. I was concerned about slowing down emergency traffic. I have driven down
 563 Herschel Road and people will straddle the double yellow line on Herschel Road. So in a
 564 way, it may be precipitating the possibility of an accident. So, we need to look into the
 565 spacing is what it boils down to. If you are driving a big pick-up truck with a wide track or a
 566 hopper, or something like that, you will probably be the same as an emergency vehicle. But
 567 for everybody else, you are going to be slowed down by the bump. I don't have anything to
 568 add.

569
 570 Mayor Motley Broom – said I will echo everyone's comments about all the book bag
 571 giveaways and thank IGNITE and Jamelle McKenzie for all her hard work in making that
 572 happen.

573
 574 Mayor Motley Broom said don't forget about National Night Out.
 575

576 Mayor Motley Broom said and I do want to thank Anthony Edwards as well. The winner of
 577 Simon Says, it was really intense. And the young man got a signed basketball from the
 578 Timberwolves. It really epitomizes what College Park is all about; the give back to our kids
 579 and make sure that they see all the possibilities that are out there for them. It was a really
 580 great time.

581
 582 Mayor Motley Broom said I look forward to seeing some of you in Savannah for the
 583 Georgia Municipal Association Conference (GMA). And I look forward to connecting with
 584 some of our colleagues across the state later on this week. And I think that's all I've got.
 585 We did not have executive session, so we don't have to approve executive session minutes.
 586

587 14. Executive Session. None.
 588

589 15. Approval of Executive Session Minutes. None.
 590

591 16. Adjournment.
 592

593 Mayor Motley Broom declared the Regular Session adjourned at 8:22 p.m.
 594
 595

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

596
597
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607
608

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9017

DATE: August 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: COVID-19 Update

This presentation is to provide to Mayor and Council with an COVID -19 update regarding the increase in COVID cases and hospitalizations. This will be provided by Medical Director Elija Robinson. EMS Division Chief Ron Taylor will be providing the three phases the City will enact if the employee COVID-19 numbers start to increase. Also, we will provide the number of employees that have been vaccinated and the number of employees who are COVID positive.

ATTACHMENTS:

- Covid Planning and Review (003) (PPTX)

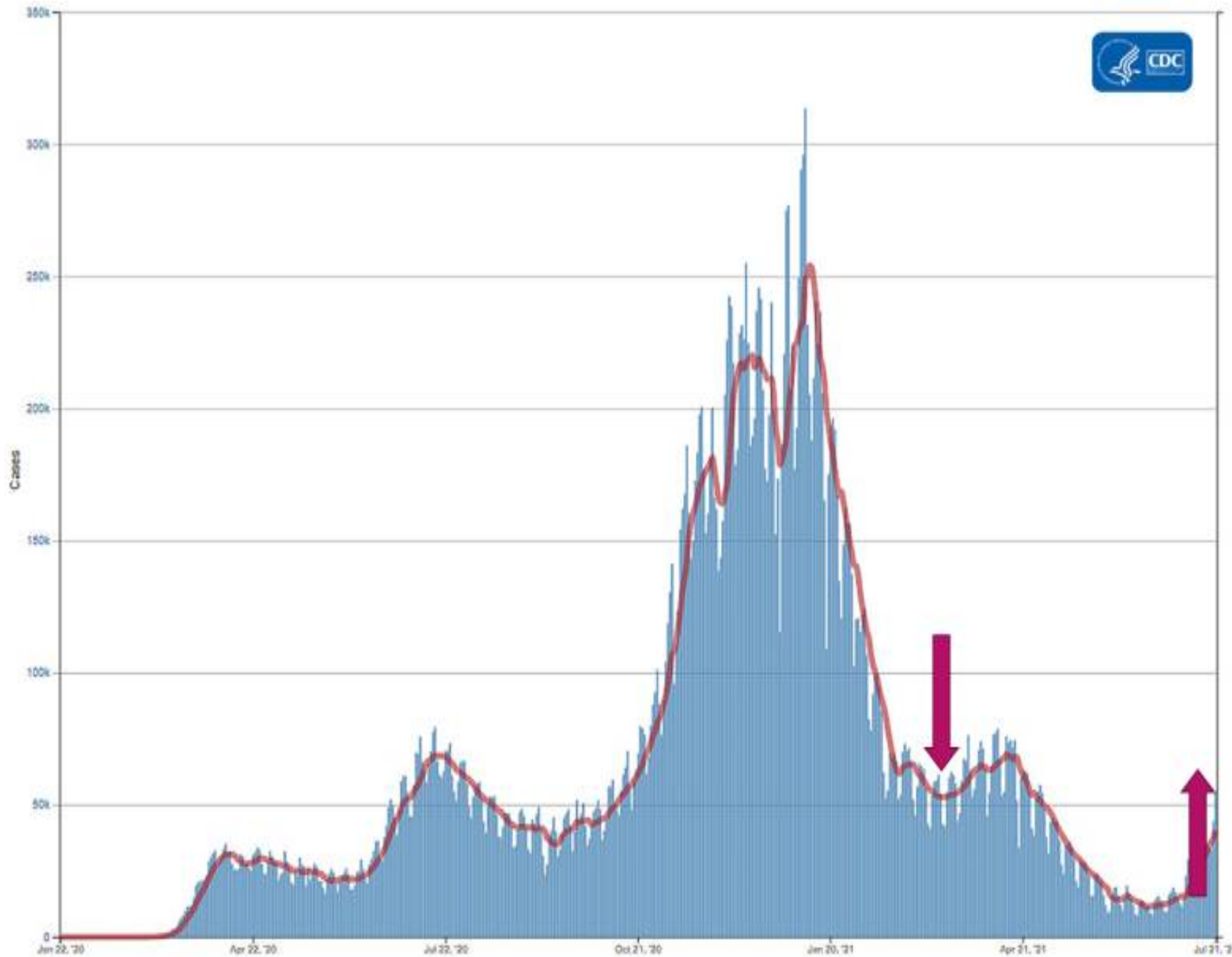
Review:

- Wade Elmore Completed 08/05/2021 1:27 PM
- Rosyline Robinson Completed 08/10/2021 4:57 PM
- Mercedes Miller Completed 08/11/2021 10:57 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM



COVID19 Planning and Review

Fire Chief Wade Elmore



COVID-19 Among Fully Vaccinated People in Georgia

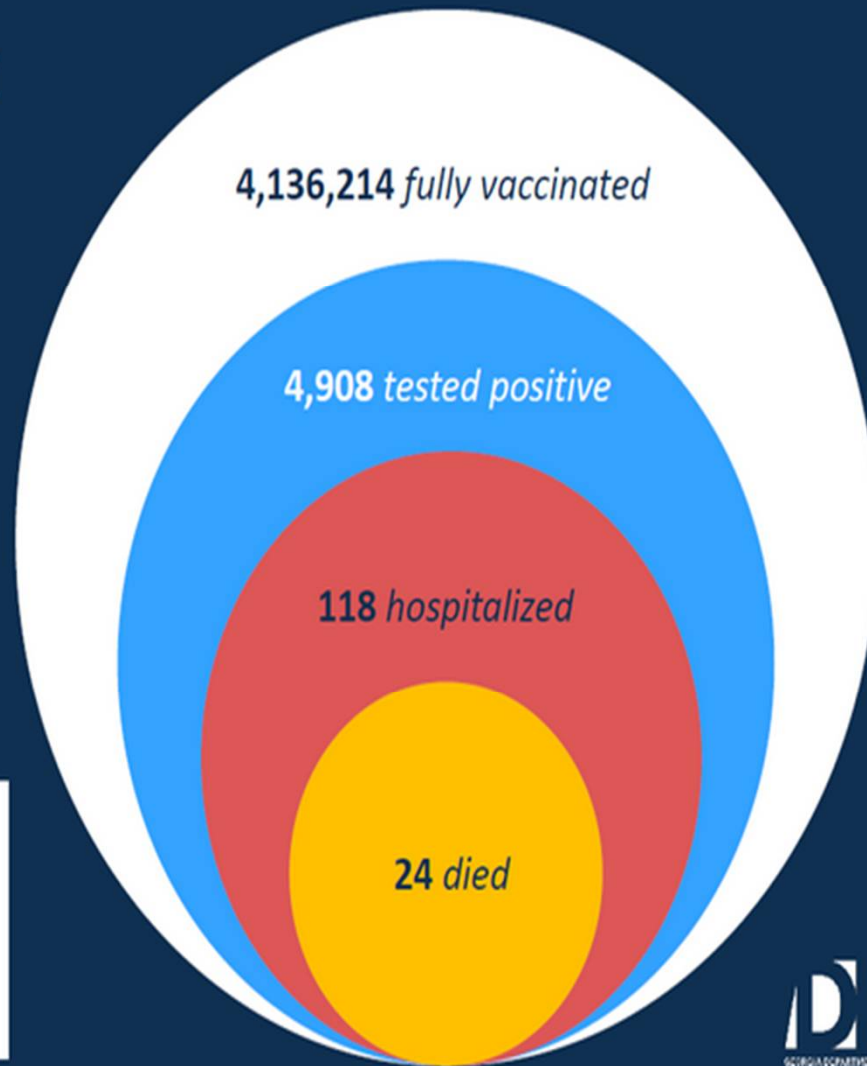
From January 19 - July 27, 2021

Of fully vaccinated people:

- **4,908** tested positive (0.12%)
- **118** hospitalized for COVID-19 (0.002853%)
- **24** died due to COVID-19 (0.00058%)

***Breakthrough case definition:**

- SARS-CoV-2 RNA (PCR) or antigen detected from a respiratory specimen AND
- Specimen collected ≥ 14 days after completing the primary series of a COVID-19 vaccine (i.e., completed two doses in a two-dose series OR one dose in a one-dose series) AND
- No positive COVID-19 positive laboratory test (RNA [PCR] or antigen positive) within the 90 days prior to the current positive test.





Information Technology

- Ø City Hall
 - over 16 people (100.4) Temp

- Ø Tracy Wyatt Recreational Center
 - over 20 people (100.4) Temp

- Ø Public Safety Complex-0



Human Resources and Risk Management

COLLEGE PARK COVID-19 PANDEMIC as of 8.6.2021

CONFIRMED POSITIVES - 5

POLICE - 2

CUSTOMER SERVICE - 1

FIRE - 3

PUBLIC WORKS - 1

ARENA - 2

EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0

POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 5

FIRE - 5

CARING FOR LOVED ONE - 0

CURRENTLY HOSPITALIZED - 0

TOTAL CASES - 14

RECOVERED/RETURNED TO WORK - 88

VACCINATED EMPLOYEES - 213

NON-VACCINATED EMPLOYEES - 129



Immediate Recommendations:

- Ø Wearing of masks in common areas within all College Park Facilities
- Ø Daily cleaning and disinfecting of all College Park Facilities
- Ø Begin to implement closure PHASES.



Phase I



City Employees would split their work week between their office and their home based on departmental needs.



PHASE II



In phase 2 the general work force would require administrative staff to work from home exclusively.



Phase III



Essential Workers: Persons whose service should not or cannot be stopped or discontinued no matter the circumstances surrounding this service. The departments included in this definition are the fire, police, public works, power and those as designated by the City Manager.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9038

DATE: August 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: As of August 9th, 2021, the City has collected 97% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: August 16, 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 08052021 (PDF)
- Top Ten Delinq Property Tax Accounts 08052021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 08/09/2021 7:16 PM
- Rosyline Robinson Completed 08/10/2021 4:57 PM
- Mercedes Miller Completed 08/11/2021 10:57 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

**City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of August 5, 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	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
	Logisticare Solutions	1640 Phoenix Blvd		\$ 12,005.84	Clayton - Personal	8/4/21 Voicemail - Logisticare now known as Modivcare Solutions - Left several voicemail messages with Director of Accounting & Corporate Accounting Mgr. They are not returning calls	2020
Y	TMM Properties Inc	4764 Old National Hwy	Metro Mustang	\$ 3,479.67	Fulton - Real	7/23/21 Spoke with owner - will make 2 payments to payoff balance before end of August	2020
Y	XpresSpa	Concourse A		\$ 2,994.85	Clayton - Personal	7/26/21 - Resubmitted statement to Corporate - Treasurer/Sr. Director of Finance	2020
Y	Hicks Property Trust	3653 & 3669 Herschel Rd		\$ 2,933.81	Fulton - Real	8/4/21 Left a message	2020
Y	Smith Lauren Medlock	3307 Myrtle St & Vassar Rd		\$ 2,356.26	Fulton - Real	8/4/21 Emailed property statements as a reminder to owner	2020
Y	Watts Joyce G.	2420 Misty Hollow Pl		\$ 1,764.51	Fulton - Real	8/4/21 Emailed property statements as a reminder to owner. Owner resides in California	2020
Y	Kelly George & Carolyn	2299 Godby Rd		\$ 1,709.04	Fulton - Real	8/4/21 Emailed property statements as a reminder to owner	2020
Y	Flourish 4 Life Hospice & Adult Day Care	3230 Washington Rd		\$ 1,396.08	Fulton - Real	8/4/21 Left a message at place of business	2020

\$ 212,842.48

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 August 5, 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: 9036

DATE: August 11, 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 16, 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 08-09-21 Redacted (PDF)
- RC 08-09-21 Redacted (PDF)
- RF 08-09-21 Redacted (PDF)
- CF 08-09-21 Redacted (PDF)
- Top Ten 08-09-2021 - Redacted (PDF)

Review:

- Althea Philord-Bradley Completed 08/10/2021 11:58 PM
- Rosyline Robinson Completed 08/11/2021 9:20 AM
- Mercedes Miller Completed 08/11/2021 10:59 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

City of College Park

A / R A G I N G

08/09/2021 12:57:25

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				398.11	526.87	354.36	401.59	1680.93		T
1 Subtotals for Cycle 015				398.11	526.87	354.36	401.59	1680.93		
1 Grand Totals				398.11	526.87	354.36	401.59	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

08/09/2021 12:56:26

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				597.44	493.97	0.00	0.00	1091.41	07/16/2021	400.00 T
1 Subtotals for Cycle 015				597.44	493.97	0.00	0.00	1091.41		
1 Grand Totals				597.44	493.97	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

08/09/2021 12:33:02

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											
				262.39	552.81	302.60	1122.07	2239.87	05/24/2021	200.00	T
				156.37	822.17	138.86	0.00	1117.40	03/27/2021	290.89	T
				273.07	594.12	511.50	563.92	1942.61	02/23/2021	695.02	
				681.92	1411.03	269.07	277.58	2639.60	08/03/2021	1000.00	
				914.70	1773.38	0.00	0.00	2688.08	07/15/2021	500.00	T
5 Subtotals for Cycle 001				2288.45	5153.51	1222.03	1963.57	10627.56			
Cycle: 8											
				12087.45	10119.42	411.54	0.00	22618.41	05/26/2021	11543.47	O
				633.31	244.80	236.27	254.20	1368.58	04/27/2021	300.00	T
				674.51	372.75	187.97	0.00	1235.23	08/02/2021	300.00	
				376.52	69.40	133.59	506.74	1086.25	07/16/2021	150.00	T
				768.48	249.58	157.36	0.00	1175.42	04/26/2021	572.08	T
				411.54	202.01	246.56	285.20	1145.31	06/01/2021	500.00	T
				910.40	352.13	217.45	19.08	1499.06	07/12/2021	200.00	T
				462.78	233.66	181.70	2190.29	3068.43	04/08/2021	400.00	
				276.85	97.15	109.78	590.75	1074.53	08/02/2021	200.00	T
				177.37	161.56	154.68	900.26	1393.87	07/02/2021	125.00	T
10 Subtotals for Cycle 008				16779.21	12102.46	2036.90	4746.52	35665.09			
Cycle: 15											
				364.78	612.38	38.33	0.00	1015.49	08/06/2021	100.00	O
				244.81	189.84	118.09	1159.07	1711.81	04/26/2021	60.00	T
				265.10	113.16	195.62	463.38	1037.26	04/20/2021	350.00	T
				228.17	149.12	130.66	730.92	1238.87	05/25/2021	181.08	T
4 Subtotals for Cycle 015				1102.86	1064.50	482.70	2353.37	5003.43			

City of College Park

A / R A G I N G

08/09/2021 12:33:58

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 25				4716.10	4716.10	0.00	0.00	9432.20	07/12/2021	4716.10 0
1 Subtotals for Cycle 025				4716.10	4716.10	0.00	0.00	9432.20		
20 Grand Totals				24886.62	23036.57	3741.63	9063.46	60728.28		

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

A / R A G I N G

08/09/2021 12:59:41

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

872.75	1298.78	466.59	187.72	2825.84
--------	---------	--------	--------	---------

1 Subtotals for Cycle 001

872.75	1298.78	466.59	187.72	2825.84
--------	---------	--------	--------	---------

Cycle: 15

468.80	468.80	468.80	31.20	1437.60	05/25/2021	5129.94	0
1670.10	2670.10	1670.10	9343.47	15353.77	08/02/2021	1670.10	0
867.28	1104.41	0.00	0.00	1971.69	06/17/2021	1367.28	0

3 Subtotals for

3006.18	4243.31	2138.90	9374.67	18763.06
---------	---------	---------	---------	----------

Cycle 015

City of College Park

A / R A G I N G

08/09/2021 12:59:43

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 21										
				34.00	34.00	34.00	996.10	1098.10	08/02/2021	50.00
				372.66	372.66	372.66	1117.98	2235.96	04/15/2021	372.66
2 Subtotals for Cycle 021				406.66	406.66	406.66	2114.08	3334.06		
Cycle: 25										
				1283.04	1283.04	0.00	0.00	2566.08	05/20/2021	1283.04
1 Subtotals for Cycle 025				1283.04	1283.04	0.00	0.00	2566.08		
7 Grand Totals				5568.63	7231.79	3012.15	11676.47	27489.04		

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											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
8/9/2021											
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	\$15,353.77	Yes	90days	Account is Active newly established Stormwater account. Last pymt was 08-02-21.
n/a	No	No			\$0.00	\$2,235.96	\$0.00	\$2,235.96	Yes	90days	Account is Active Last pymt was 04-15-21for \$372.66.
n/a	No	No			\$2,148.40	\$0.00	\$0.00	\$2,148.40	Yes	90days	Account is Active no pymt has ben made since the account was established 01-14-21.
No	No	No			\$0.00	\$0.00	\$2,566.08	\$2,566.08	No	30days	Account is Active last pymt \$1283.04 05-20-21.
Apartments											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$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.
No	No	No			\$0.00	\$0.00	\$9,432.20	\$9,432.20	Yes	60 days	Account is Active last pymt \$4716.10 was made on 07-12-21.
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			\$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. Senlor customer.
No	No	No			\$834.32	\$1,325.31	\$15.60	\$2,175.23	Yes	90 days	Account is Final pending .Electric Disconnected last pymt 05-24-21 \$200.00
No	No	No			\$874.56	\$1,059.97	\$66.18	\$2,000.71	Yes	90 days	Account is Active a reminder letter was sent on 07-13-21.Last pymt of \$500.00 was made on 07-15-21.
No	No	No			\$0.00	\$1,509.27	\$448.41	\$1,957.68	No	90 days	Account is Active . Last pymt 08-03-21 \$1000.00 No reminder letter has been sent.
TOTALS					\$6,729.93	####	\$33,292.40	\$57,950.21			
		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: 9035

DATE: August 11, 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 August 9, 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: \$266,394.20

- **Overall (Phase1 + Phase2) Approved to-date:** 237
- **Overall Denied Applications to-date:** 252
- **Overall Number of Applications Received including Customer Service Referrals as of August 9,2021:** **578**

II. Customer Service Referred Applicants

Since January 14, 2021, 67 customer service referred applicants have 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 reopened for Phase II on April 9, 2021 and originally closed on May 21, 2021. However, that deadline was extended until all CDBG-CV CARES funds are dispersed.

Number of Phase II <u>New</u> Applications received:	175
Number of Phase I applications transferred to Phase II:	22
Total number =	197

Total Number of Phase II Approved:	61
Total Number of Phase II Denied:	48
Total Number of Phase II Pending:	88

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 duplicitous awarding of funds, utility customers who have already received the utility assistance grant, may only apply once. Please also be aware that previously denied applicants also may not re-apply.

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, are asked to complete an application and submit required documents via in-person appointments only. Customers should request an appointment by submitting the *Utility Assistance Customer Contact Form*. Please note, the online application is no longer available. Applicants with any impairments are asked to bring a representative to assist them with the application process. *Customers can expect to wait up to 7 business days for a final decision on their application.*

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 within 3 to 5 business days by grant coordinator or grant administrator via phone to schedule an appointment. Applicant will receive a detailed confirmation email following the call.

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. Ineligibility

Please re-iterate to customers who were previous applicants that this is not a new grant, but the same grant money for which their application has received a decision. City of College Park employees are ineligible to apply. Additionally, please note that all Clayton County residents are ineligible to apply, as well. Below is a list of the common Clayton County addresses from which we continually receive Customer Contact Form Inquiries:

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

VI. 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.

Also, in response to our inquiry as to whether it is permissible to reconsider previously denied SSI applicants or increase awards for previously approved applicants. Per Kim Benjamin, Fulton County, we may not reconsider any applicant for whom the City has already received CARES reimbursement funds from Fulton County.

VII. Proposed Strategies to Bring more Exposure to the Utility Assistance Grant

- A grant program flyer was mailed with each residential utility bill and has proved to be a very effective strategy to increase citizen participation.
- 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.

ATTACHMENTS:

- Grant Progress Memo August 9 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 08/11/2021 12:24 AM
- Rosyline Robinson Completed 08/11/2021 9:20 AM
- Jackson Myers Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

August 9, 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 8/9/2021

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CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8921

DATE: August 6, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Public Hearing for Consideration of an Ordinance Regulating Container Style Buildings

PURPOSE: Public Hearing to consider an ordinance regulating container style buildings. The City Planner recommends approval of the attached draft ordinance. 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 approval of the attached updated draft ordinance.

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.

The Planning Commission recommended approval of the attached ordinance with one recommendation that the ordinance includes a specific color palette

CITY COUNCIL HEARING DATE: August 16th, 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 the adoption of the attached ordinance.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Nikki Washington

ATTACHMENTS:

- ContainerBuildings_StaffReport8.16.21 (1) (PDF)
- Attachment-17783(DOCX)

Review:

- Nikki Washington Completed 08/03/2021 3:51 PM
- Rosyline Robinson Completed 08/04/2021 8:41 AM
- City Attorney's Office Completed 08/04/2021 3:45 PM
- Engineering Completed 08/04/2021 9:03 AM
- Mercedes Miller Completed 08/11/2021 10:58 AM
- Mayor & City Council Pending 08/16/2021 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.

Planning Commission Recommendation: The planning commission recommended approval of the attached ordinance with one condition.

1. A color palette be included as a requirement

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 \(ladbs.org\)](https://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.

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. ____**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF COLLEGE PARK, GEORGIA, BY ADDING SECTION 6.37 CONTAINER STYLE AND MODULAR BUILDING STANDARDS TO ARTICLE VI (DEVELOPMENT STANDARDS) OF APPENDIX A (ZONING), TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of College Park, Georgia (the “City”) is the Mayor and Council thereof; and

WHEREAS, the City of College Park is authorized by O.C.G.A. §36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the Mayor and City Council have determined that it is appropriate to amend and add said section of the Code of Ordinances of the City of College Park to be consistent with state law and to further protect the public health, safety, and welfare of the citizens of the City.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, and by the authority thereof:

Section 1. Section: 6.37 - Container Style and Modular Building Standards of Article 6 (Development Standards) of APPENDIX A (Zoning) of the Code of Ordinances of the City of College Park, Georgia, is hereby added and is to read as follows:

Section: 6.37 - Container Style and Modular Building Standards.

A. Applicability of this section.

1. This section shall apply to all container style and modular 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. Modular buildings may be permitted in residential districts if the building code and standards below are met.
2. Container style and modular buildings shall be permitted by conditional use permit in mixed use districts including TOD, DC, and HC.

3. Container style and modular buildings shall be permitted in BP, OP, C1, C2, M1, and M2 districts given they meet the building code and 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 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.
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:
 - i. Wiring and connection for permanent electrical utility service.
 - ii. No less than one HVAC (heating, ventilation, and air conditioning) system.
 - iii. Insulation in the form of closed cell spray foam insulation.
 - iv. 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 within 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.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (a) It is hereby declared to be the intent of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

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

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

SO ORDAINED this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

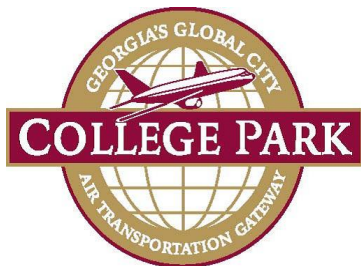
Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

Winston Denmark, City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8935

DATE: August 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Public Hearing to Consider Transmitting Draft Comprehensive Plan to DCA

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

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

RECOMMENDATION: 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.

CITY COUNCIL HEARING DATE: August 16th, 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:

- TransmittalLetterExample (DOCX)
- City of College Park 2021 Comprehensive Plan Update DRAFT 8.9.21 (PDF)

Review:

- Nikki Washington Completed 08/10/2021 9:22 AM
- Rosyline Robinson Completed 08/10/2021 4:58 PM
- City Attorney's Office Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

August ____, 2021

Atlanta Regional Commission
229 Peachtree Street NE
Suite 100
Atlanta, Georgia 30303

RE: Comprehensive Plan Update Submittal

The City of Lithonia has completed an update of its comprehensive plan and is submitting it with this letter for review by the Atlanta Regional Commission and the Department of Community Affairs.

I certify that we have held the required public hearings and have involved the public in development of the plan in a manner appropriate to our community's dynamics and resources. Evidence of this has been included with our submittal.

I certify that appropriate staff and decision-makers have reviewed both the Regional Water Plan covering our area and the Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8) and taken them into consideration in formulating our plan.

If you have any questions concerning our submittal, please contact Nikki Washington at (404) 767-1537 or nwashington@tcfatl.com.

Sincerely,

Mayor Bianca Motley Broom
City of College Park

Enclosures



CITY OF COLLEGE PARK 2021 COMPREHENSIVE PLAN



DRAFT

prepared by the



Packet Pg. 65

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

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This document was prepared by the Atlanta Regional Commission.

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



Atlanta Regional Commission

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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.

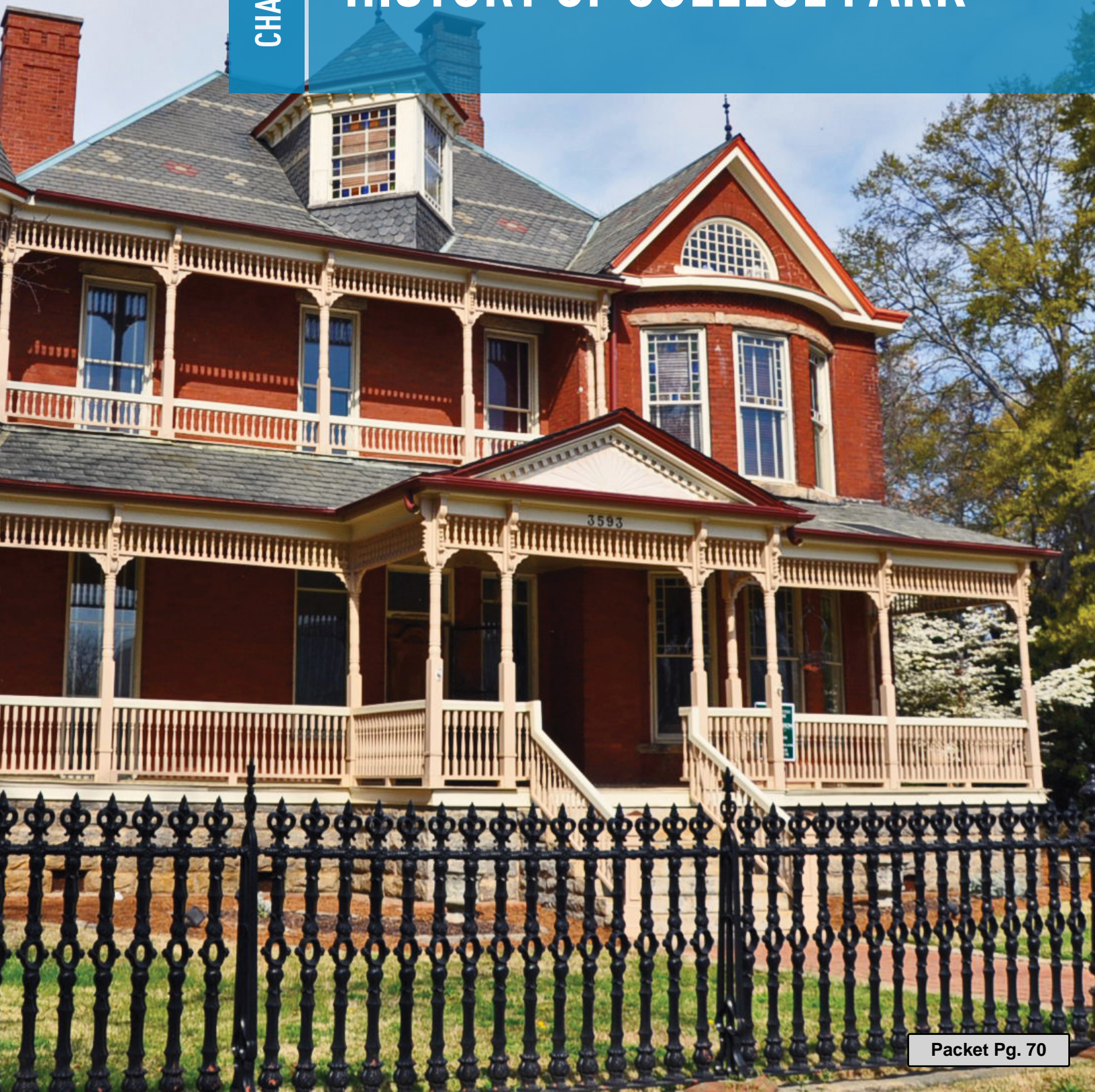
While the Character Area Map should be the guide for the 20 year planning period, it is important to note that regular review of the map is necessary to ensure that it meets the latest market trends, which may change the demands for development. Further, if a rezoning is granted which does not fit within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

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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 reimage 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, including improving sidewalks, 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, workforce development, 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. 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.

Policy 5.3. The City will develop workforce development initiatives with corporate partners to ensure its residents are qualified for local jobs.

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 one conventional grocery stores within City limits - 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.

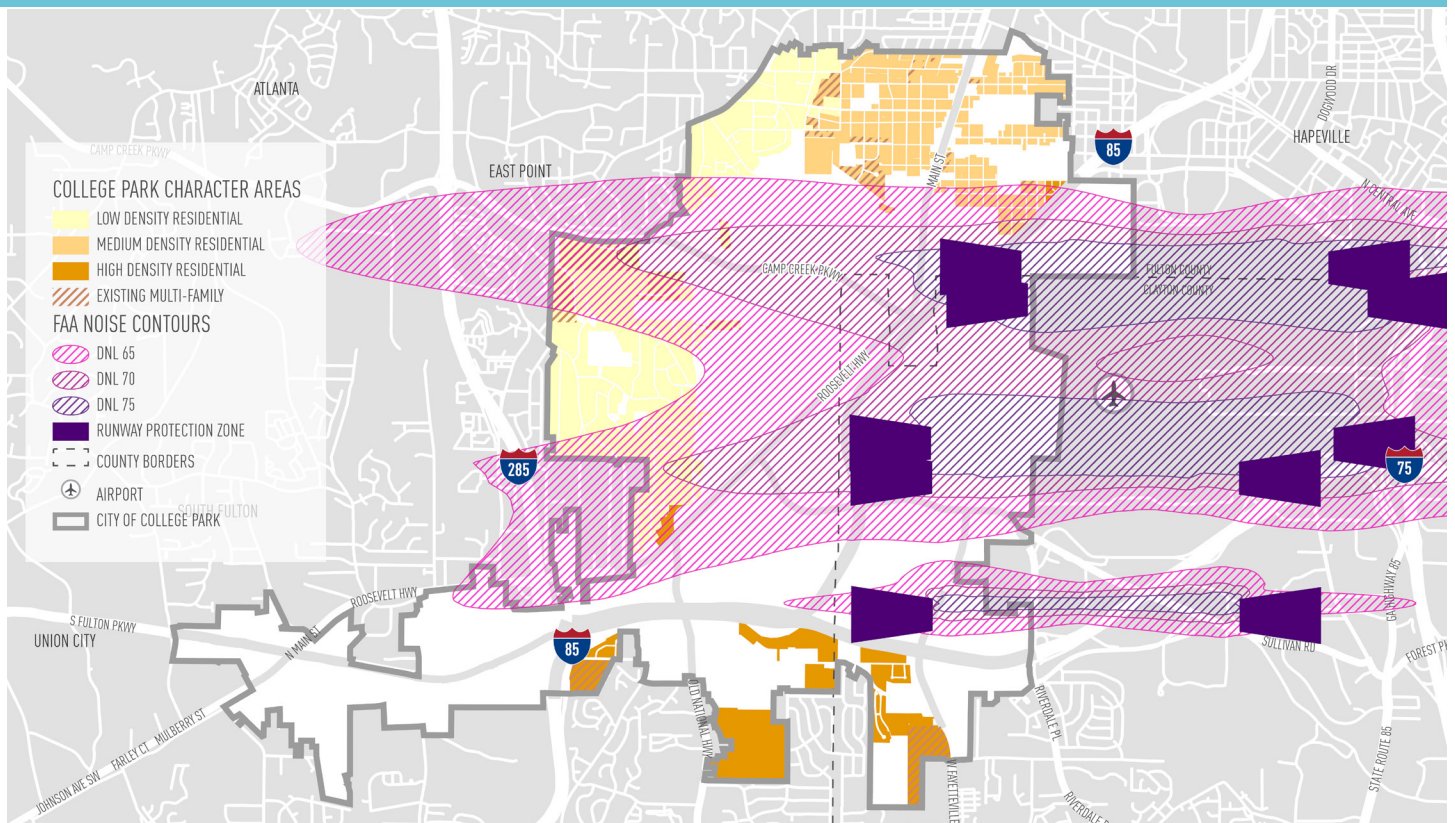
I.9. Housing Supply

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.



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.



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CHAPTER 3

HOUSING

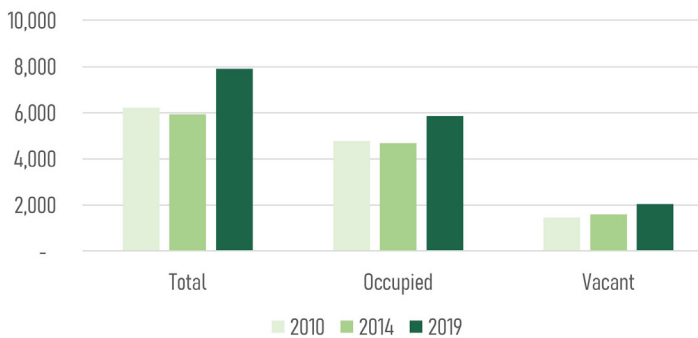


Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

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.

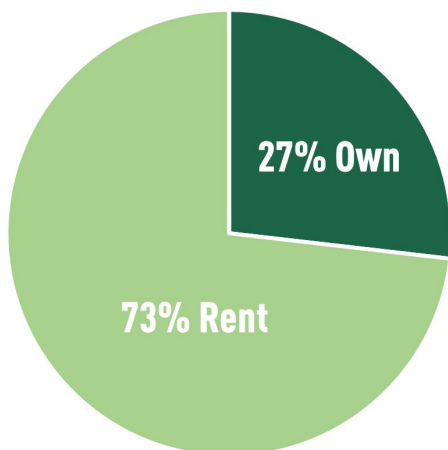
Figure 1. College Park Housing Units by Occupancy



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

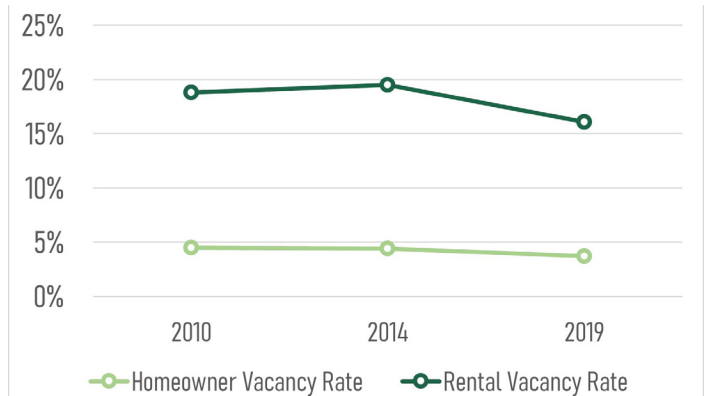
Between 2014 and 2019, the percentage of vacant units have slightly increased from 26% to 27% while home ownership increased from 25% to 27%. However, most College Park residents rent their homes in College Park. Specifically, 73% of residents rent while 27% own their homes.

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.

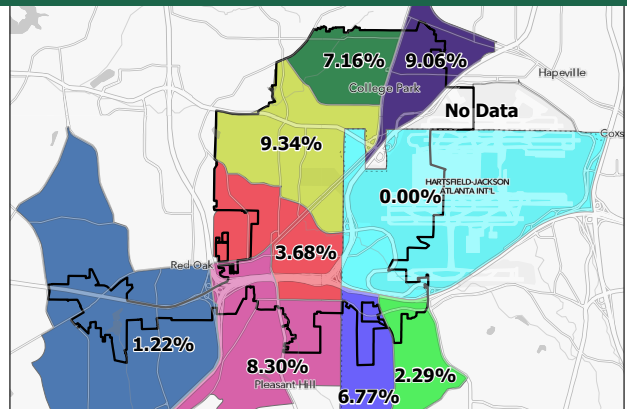
Figure 3. College Park Vacancy Rates



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.

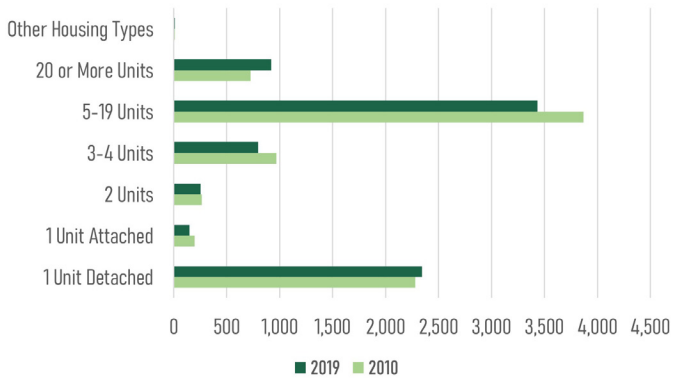
MAP 1. COLLEGE PARK LONG-TERM VACANCY



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

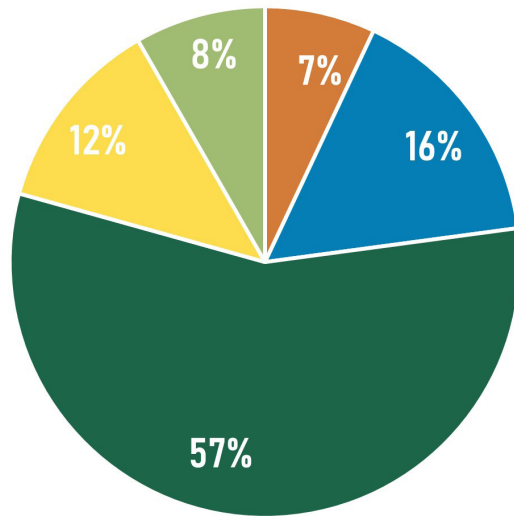


American Community Survey 5-Year Estimates 2010 & 2019

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.

In addition to this transit-oriented housing, The Links added 52 single family homes near the golf course in 2017.



The Links

HOUSING VALUE & COST

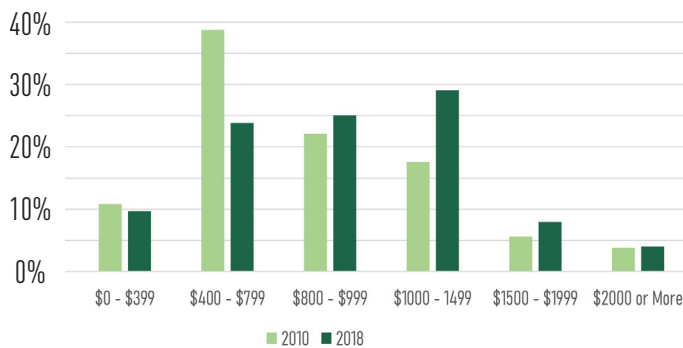
Overall, College Park’s home values have increased. The median home value increased from \$169,400 in 2014 to \$183,700 in 2019. Per Figures 7 through 9, housing costs and cost burdens have also increased, corresponding with these property value increases. Monthly housing costs have increased since 2010, 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

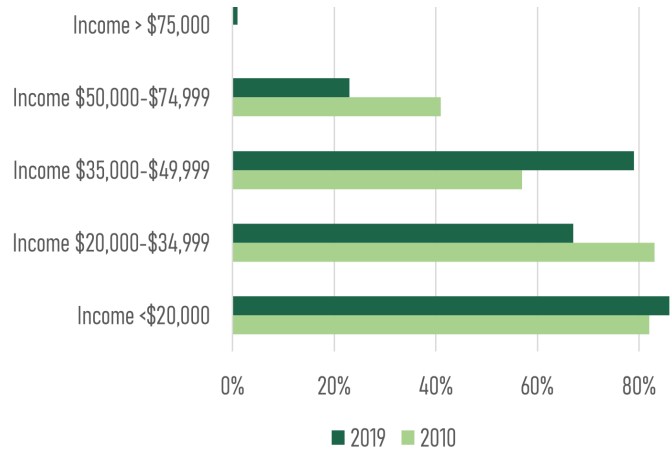
American Community Survey 5-Year Estimates 2010 & 2019

Figure 7. Monthly Housing Costs by Share of Residents



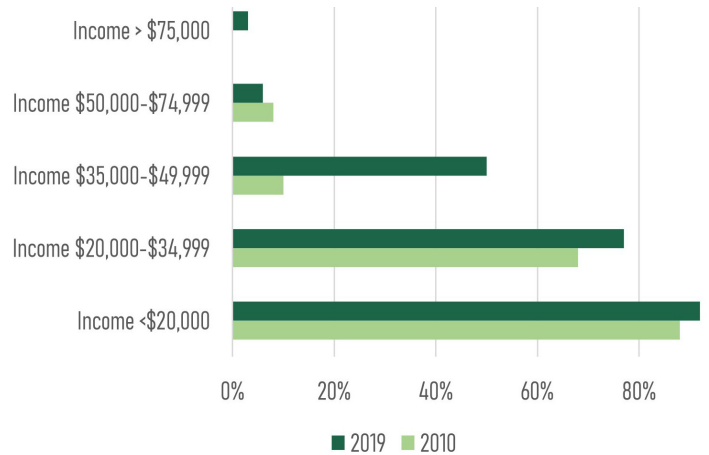
American Community Survey 5-Year Estimates 2010 & 2018

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 10 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. Number of housing units represents 'housing.' If employment-housing balance is too high, adequate housing may be unaffordable or unavailable to workers in that area, leading to issues such as housing unaffordability and traffic congestion from in-commuting workers. If employment-housing balance is too low, this may indicate inadequate job availability for area residents.

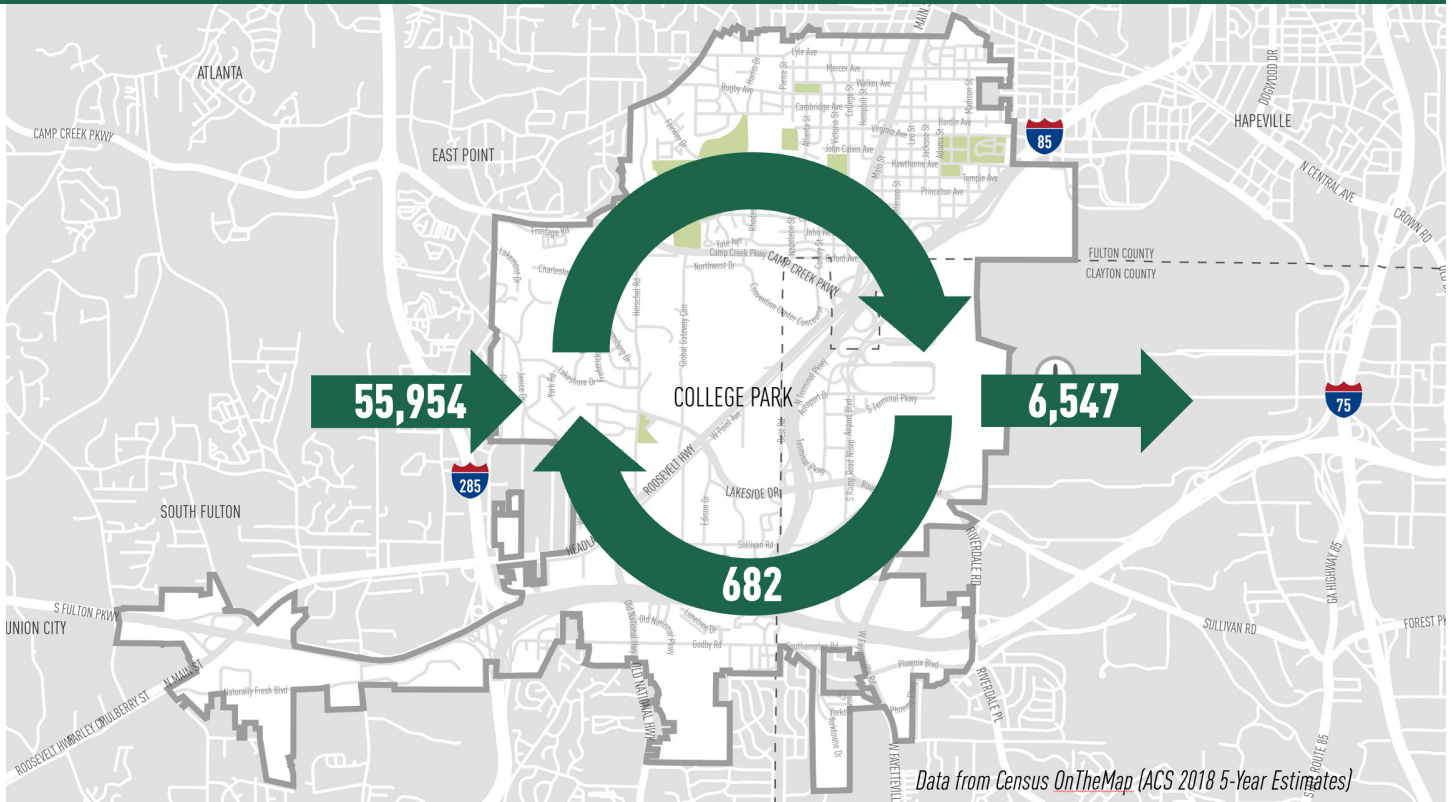
Per Map 2, a little less than 700 people both live and work within College Park. Most residents commute outside the City for work, and almost 56,000 workers commute into College Park.

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

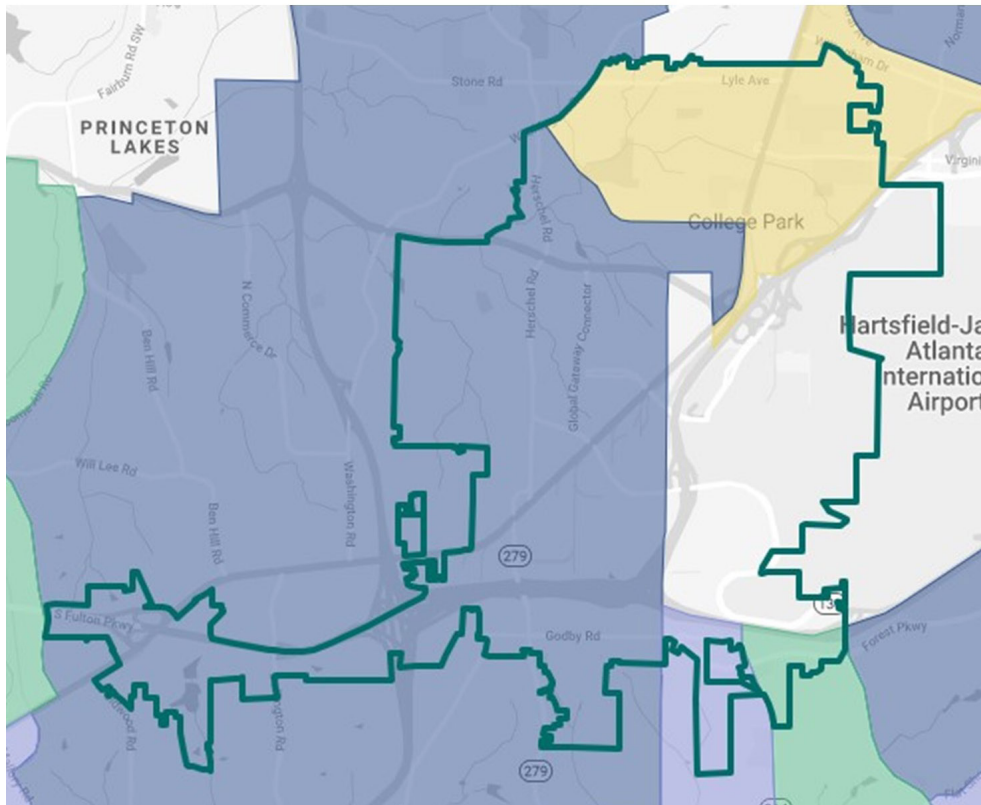
the City. Finally, Submarkets 7 and 8 cover small areas in the southern section of the City, south of the Airport. Both submarkets are lower-priced suburban markets with a mix of owners and renters.

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**

Explore this map here: <https://metroatlhousing.org/cities/college-park/>

CHAPTER 4

ECONOMIC DEVELOPMENT



Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

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 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 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 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 owned and operated by the City of College Park. 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.

Six West



Woodward Academy

ECONOMIC ASSETS

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
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Ackerman & Co.



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

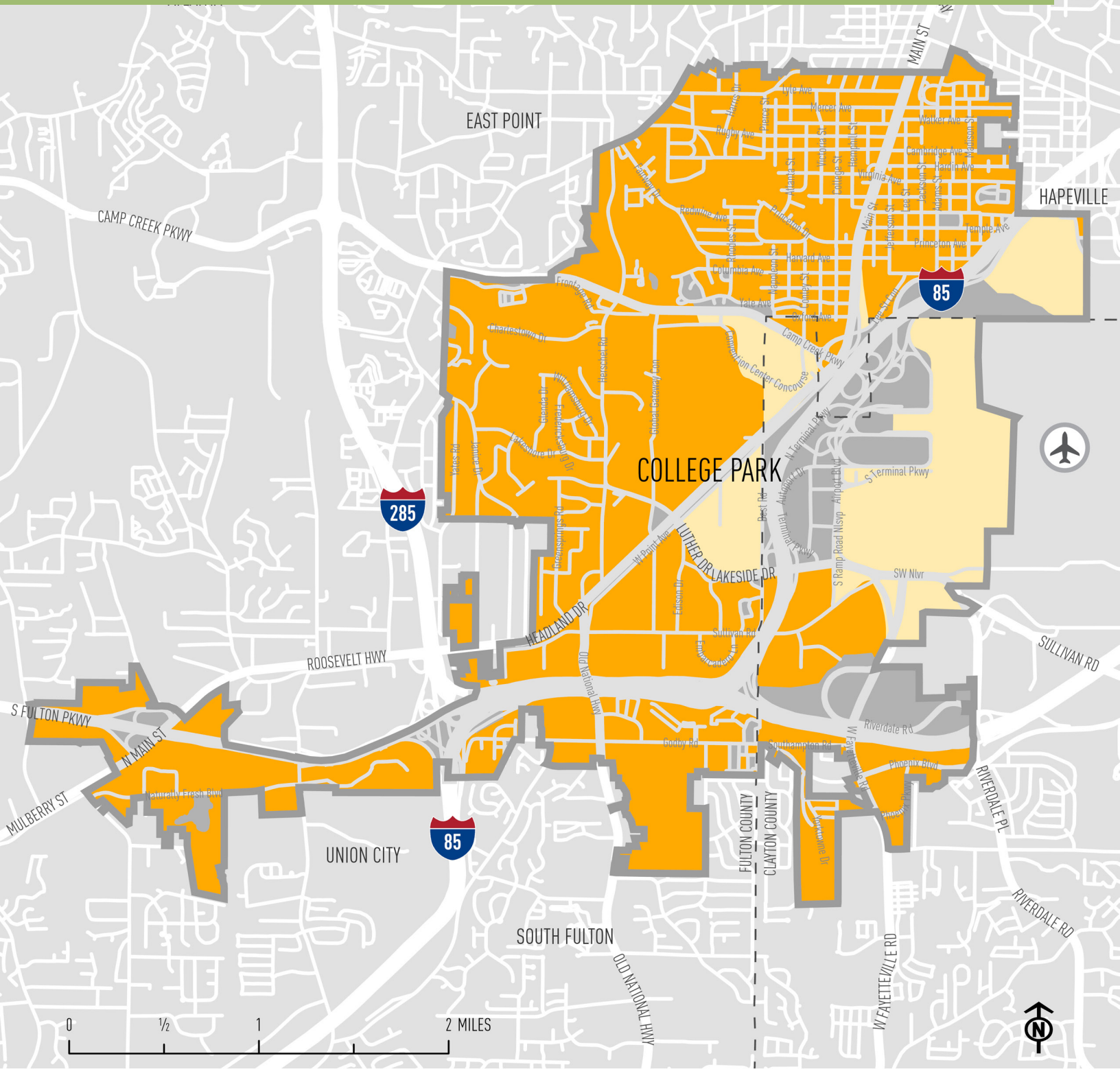
In order to attract and maintain industries and jobs that are in sectors other than service and retail, it is important to develop and maintain a higher level of electronic communication and data services than already exists. According to the most recent available data from the Federal Communications 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 of 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

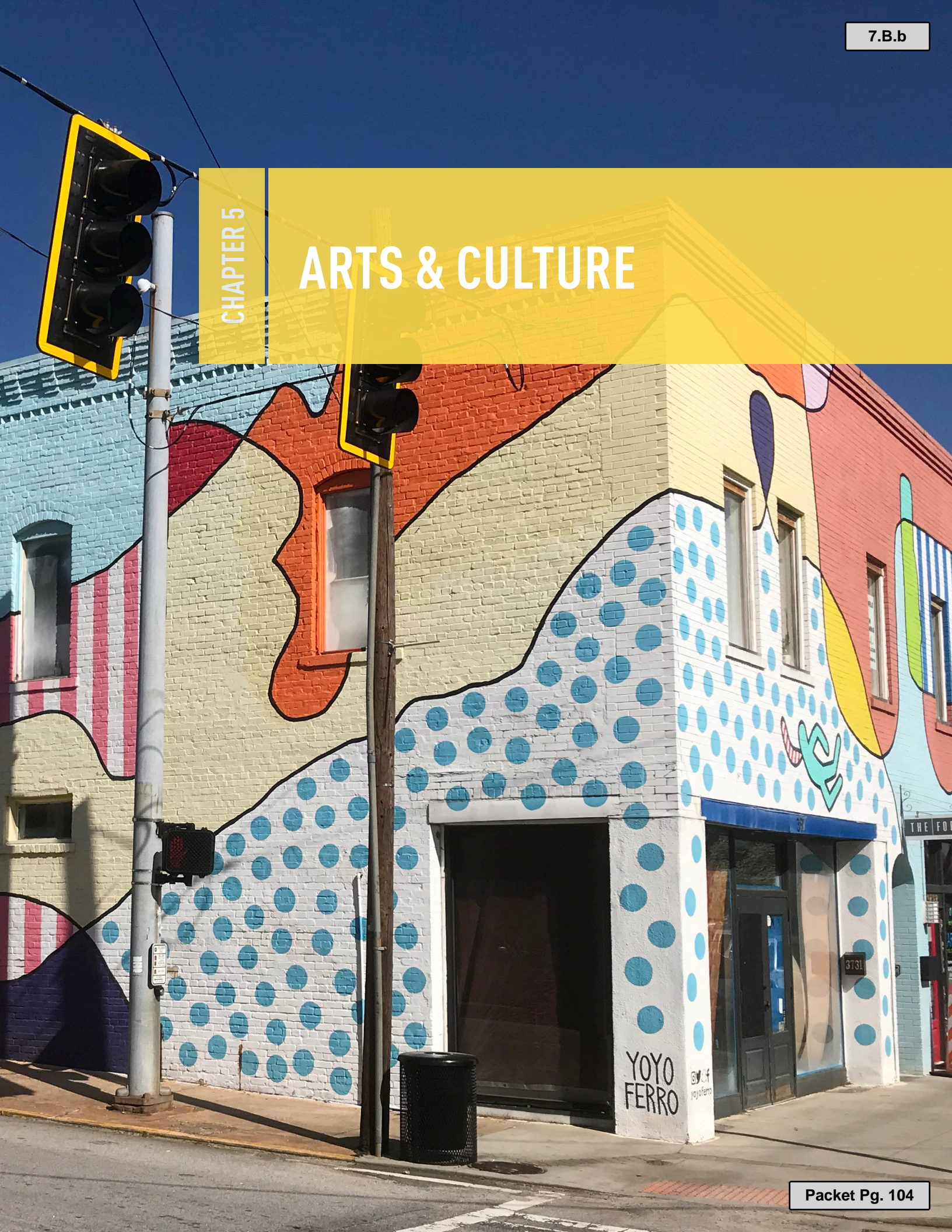
COLLEGE PARK CITY LIMITS

COUNTY BORDERS

✈ AIRPORT

CHAPTER 5

ARTS & CULTURE



YOYO FERRO

YOYO FERRO

3731

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.

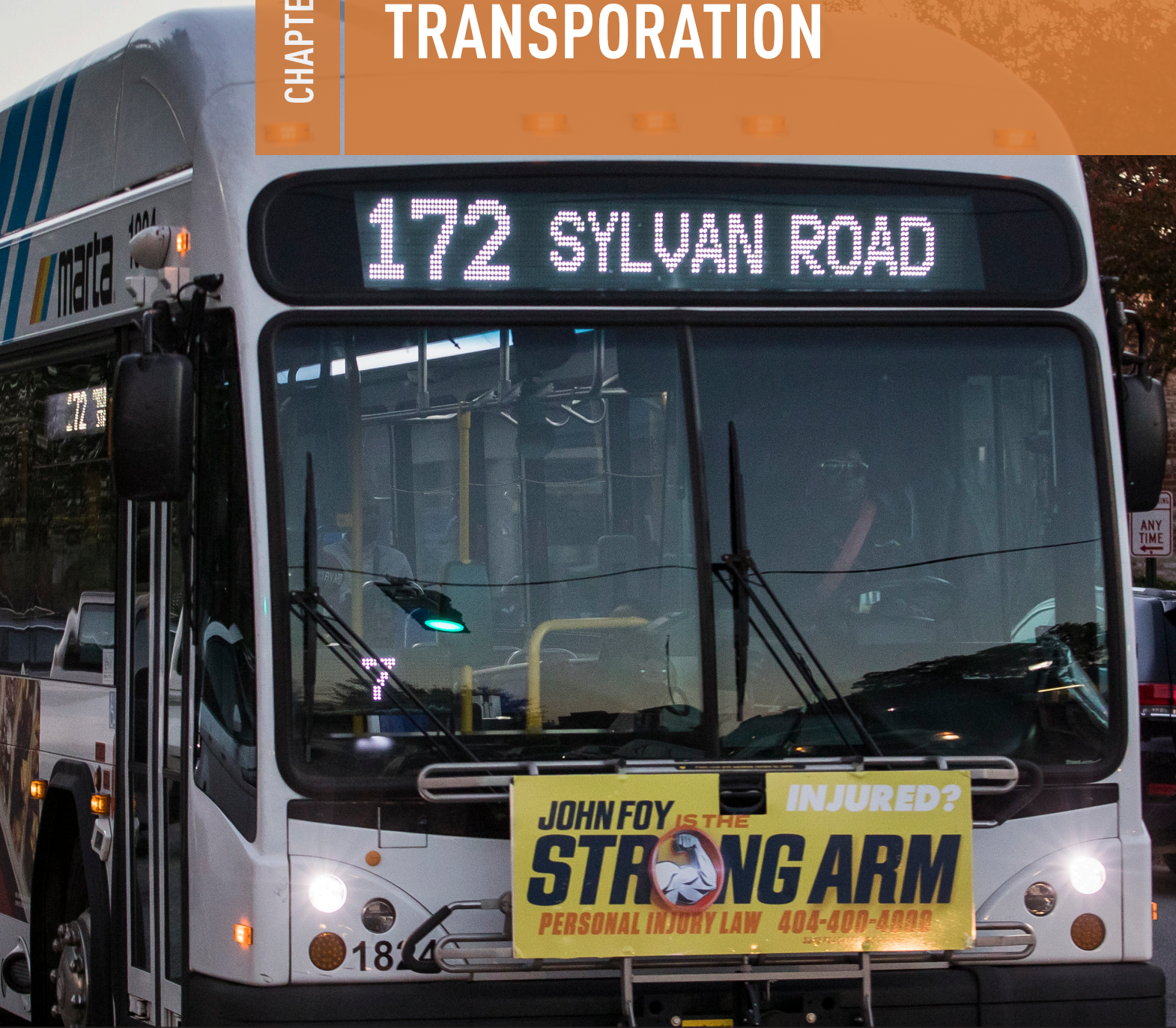


POTENTIAL ARTS INITIATIVES

- 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

TRANSPORTATION



Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

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

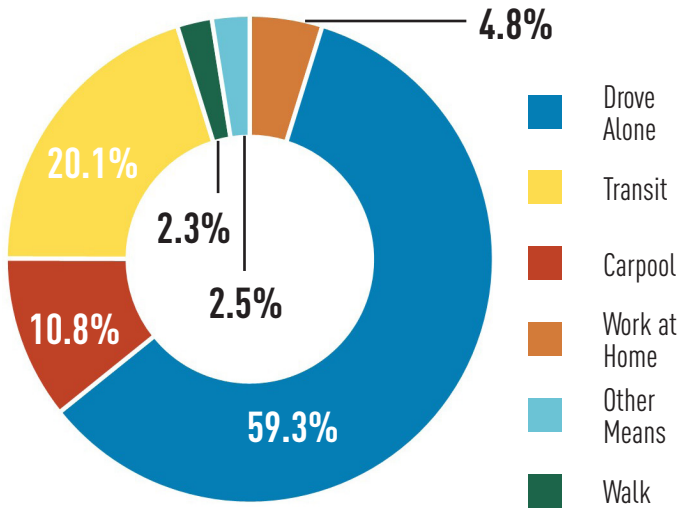
Pedestrian and Bicyclist safety scored poorly on the community survey. A number of respondents expressed a dire need for biking and walking trails, including sidewalks and bike lanes along major corridors. Specifically, both the survey and transportation focus group highlighted the need sidewalks along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

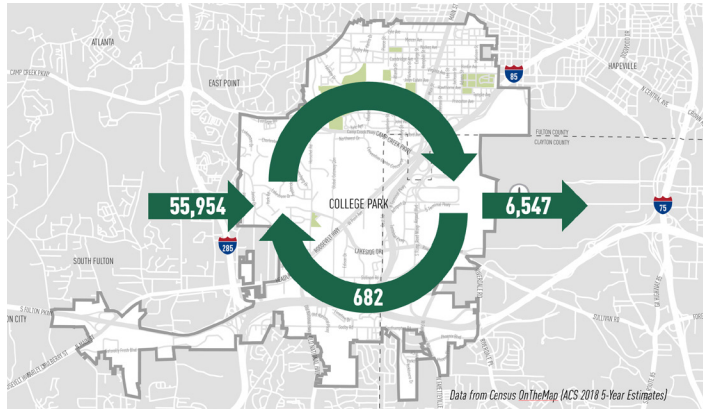
In 2019, the average commute for employed (16 and over) College Park residents was 32.4 minutes, increasing by 2.5 minutes since 2014. This illustrates that a large number of College Park residents work outside of the city. The image to the right illustrates that over 6,500 residents commute outside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

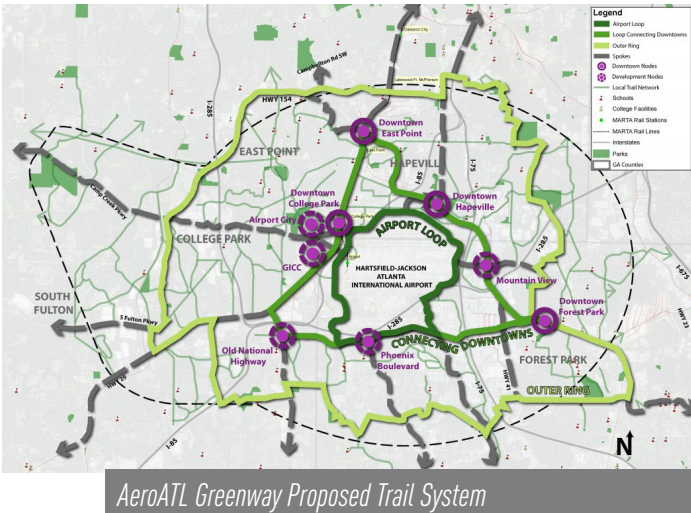
The following section summarizes recent transportation efforts in College Park.

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 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.



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.

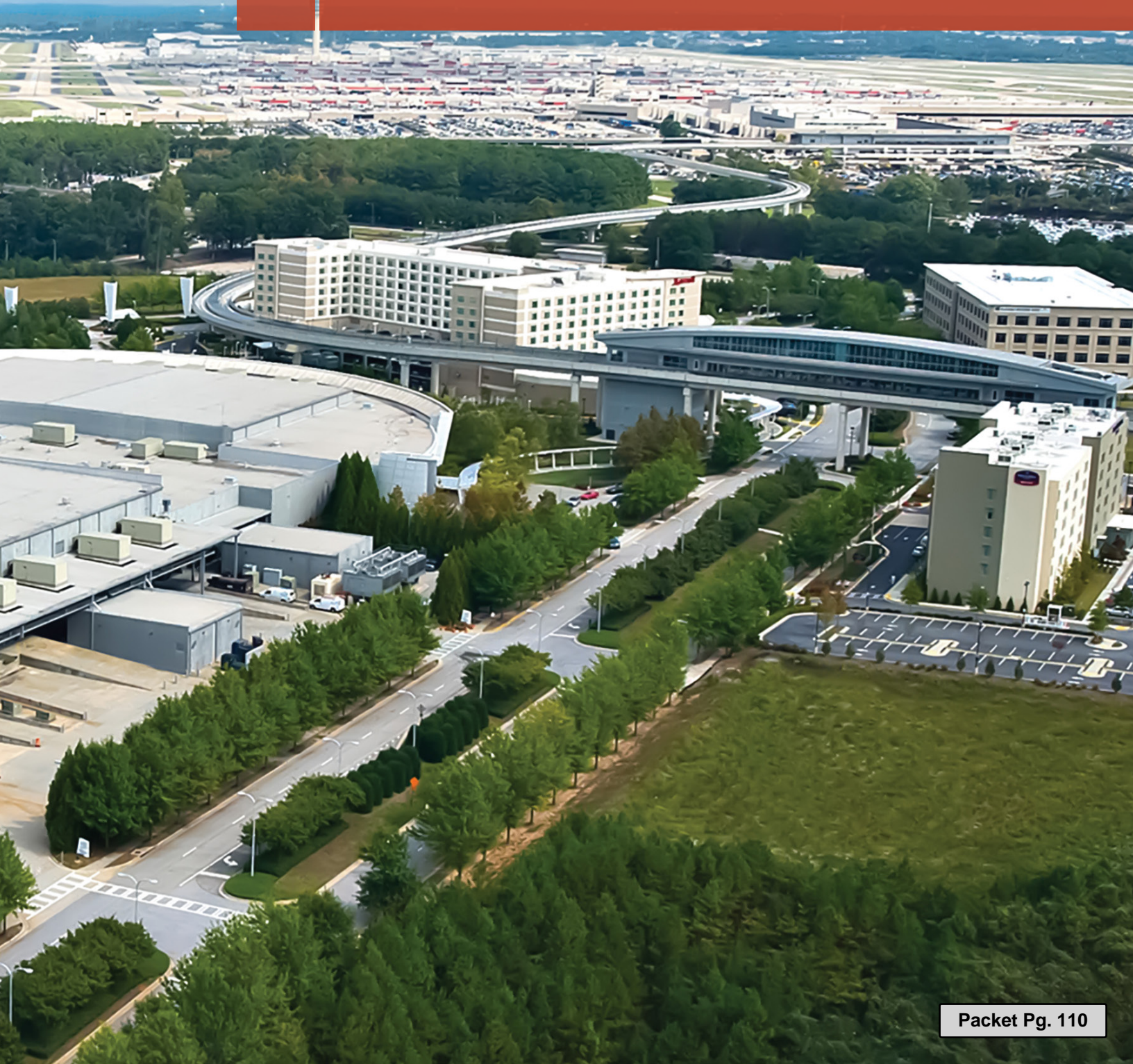
MARTA Clayton BRT

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.



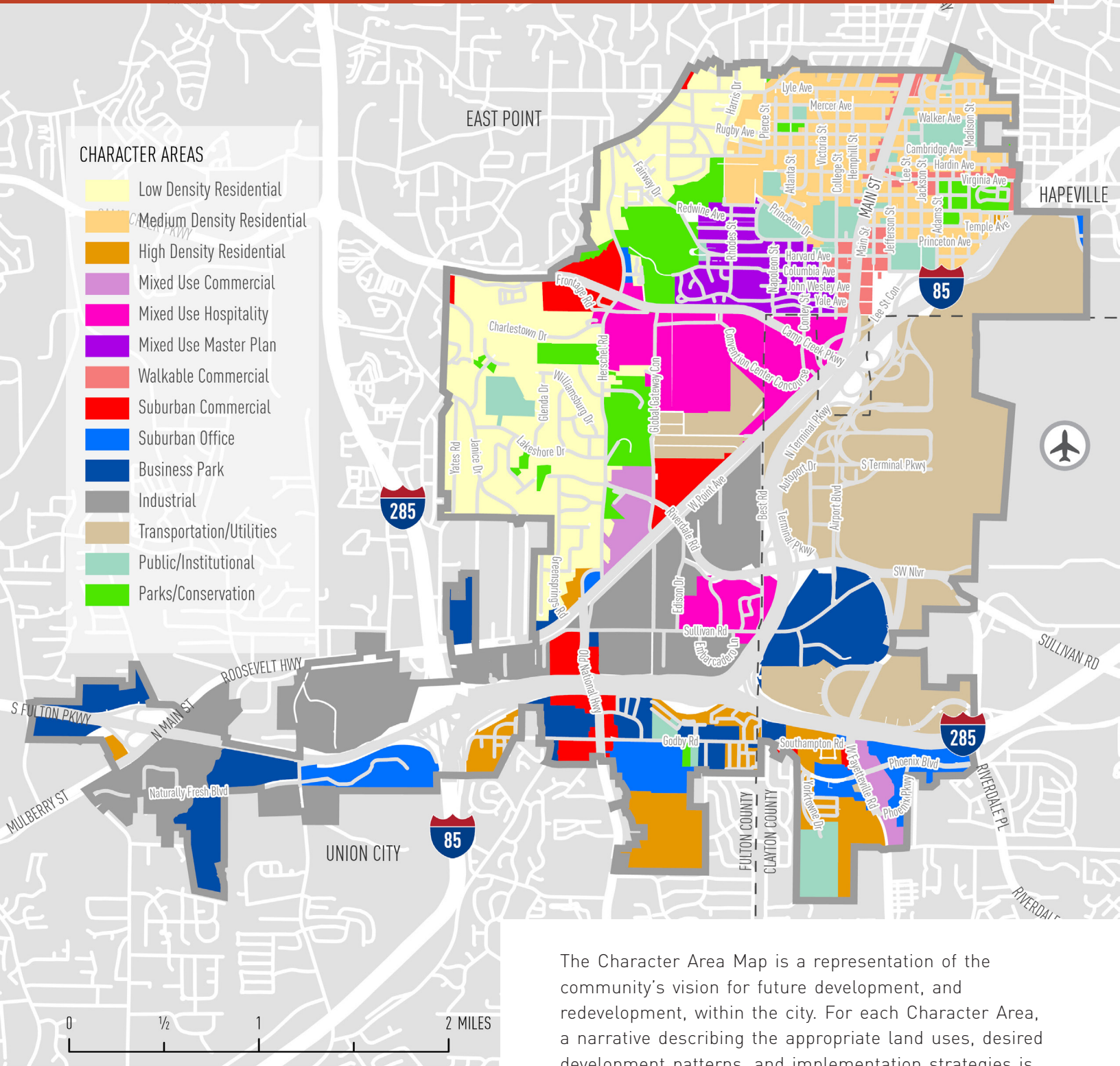
CHAPTER 7

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



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 multi-family (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 hospitality campus (HC), existing multi-family (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 predominantly 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 multi-family (RM), low density residential (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 as well as the southeastern part of the City near Fayetteville Road, Phoenix Boulevard, and Forest Parkway. 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 commercial C1 and office professional (OP), low density residential (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 low density residential (R1), downtown commercial (DC), and heavy industrial (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 high density residential (R3) and business park (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. Office Professional (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 high density residential (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 office professional (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 Hospitality Campus (HC) and Business Park (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

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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	Insufficient support and resources.
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	COMPLETE	
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 Trail 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, 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 Vacant, Absentee, or Dilapidated (VAD) Ordinance & Policies 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

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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

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CITY OF COLLEGE PARK COMPREHENSIVE PLAN


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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

 **City of College Park Government** ✓
Feb 19 · 🌐

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

 **cityofcollegepark** ✓



Please register at <https://publicinput.com/CityofCollegeParkGA>

Virtual Public Meeting

 **cityofcollegepark** ✓



Thursday, April 29th
6:00-7:30PM Via Zoom
Please register at <https://publicinput.com/CityofCollegeParkGA>

8 likes

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

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

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

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

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

Home Town, Neighborly, involved

4 months ago

Dangerous

Transient

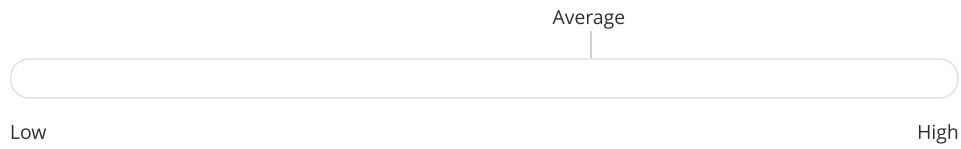
Struggling

4 months ago

Love the history of CP

4 months ago

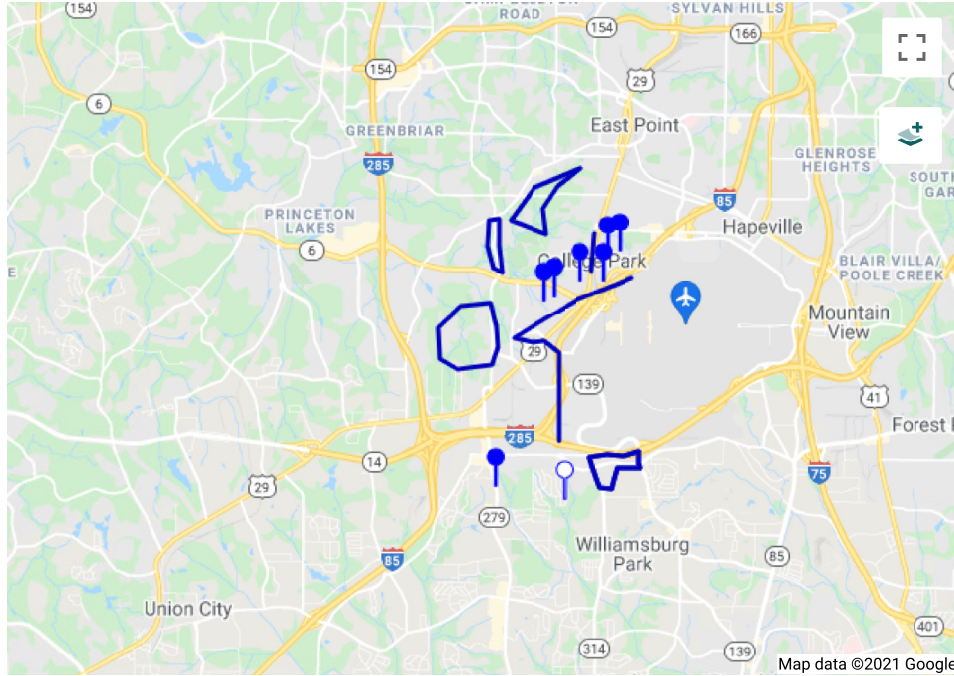
Quality of life is defined as the standard of health, comfort, and happiness experienced by an individual or group. How would you rate the quality of life that you experience in College Park?



SURVEY RESPONSES

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

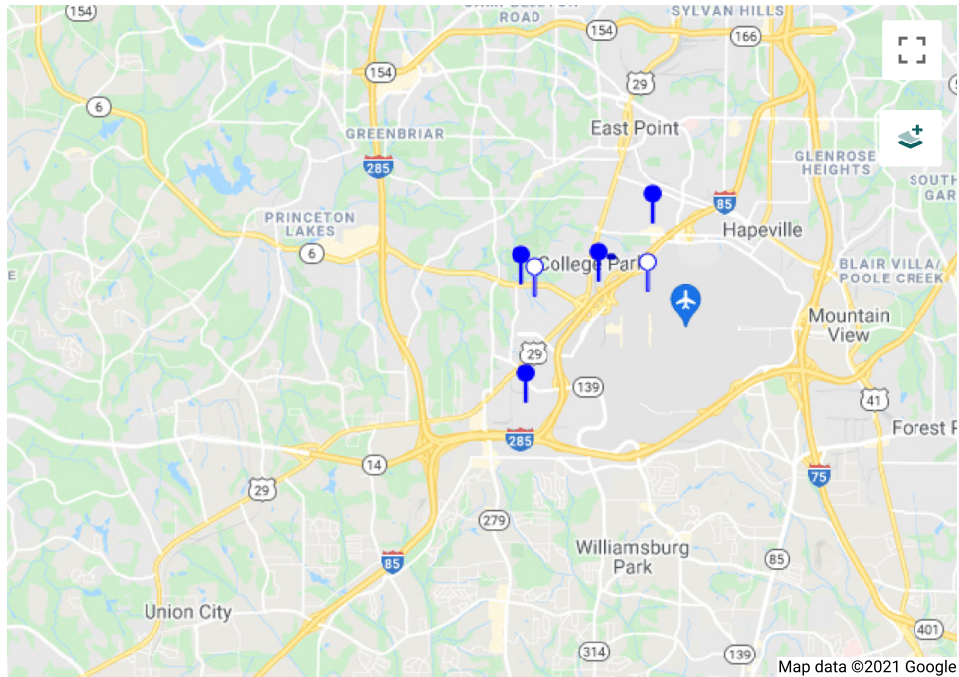
3 months ago

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 an 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

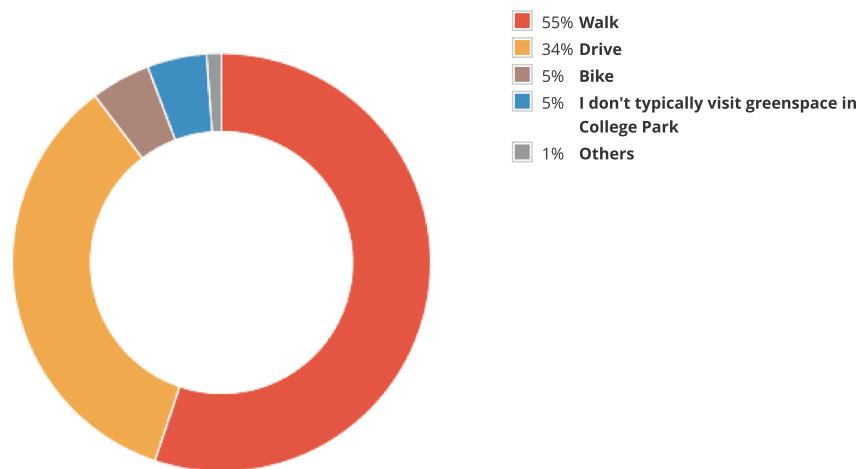
SURVEY RESPONSES

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 ✓

56 Respondents

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



87 respondents

SURVEY RESPONSES

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

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

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

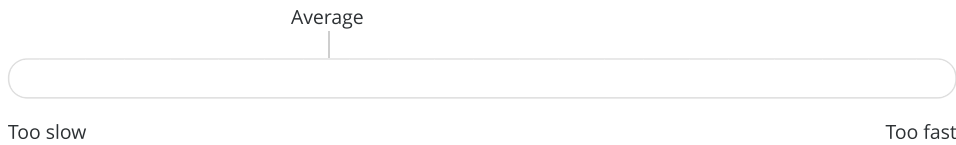
Nicer clubhouse. Driving range. Better marketing.

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

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.

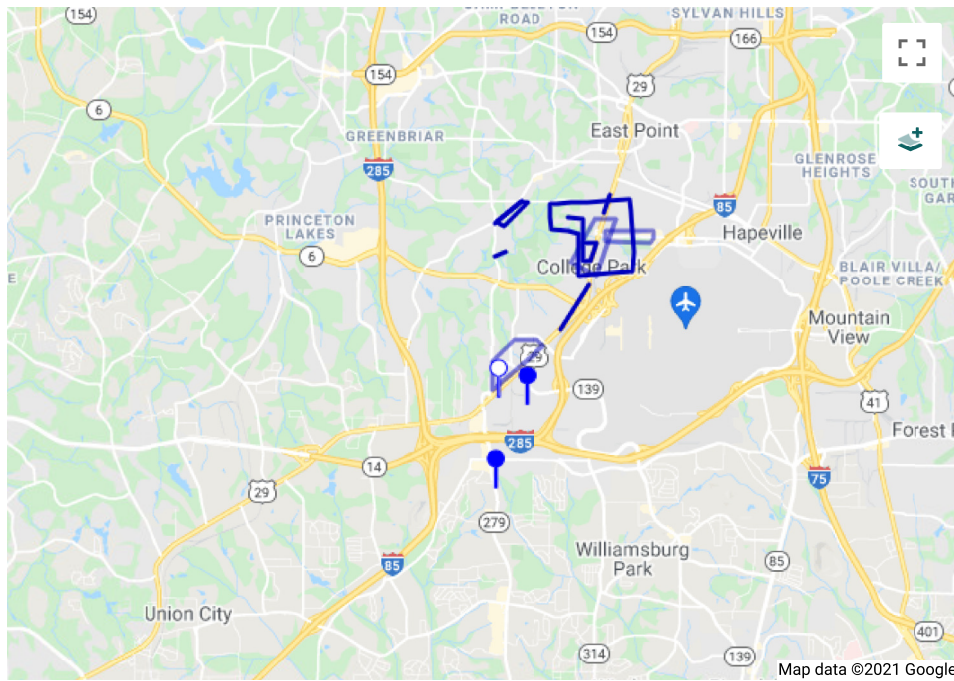
3 months ago

To slow

3 months ago

SURVEY RESPONSES

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

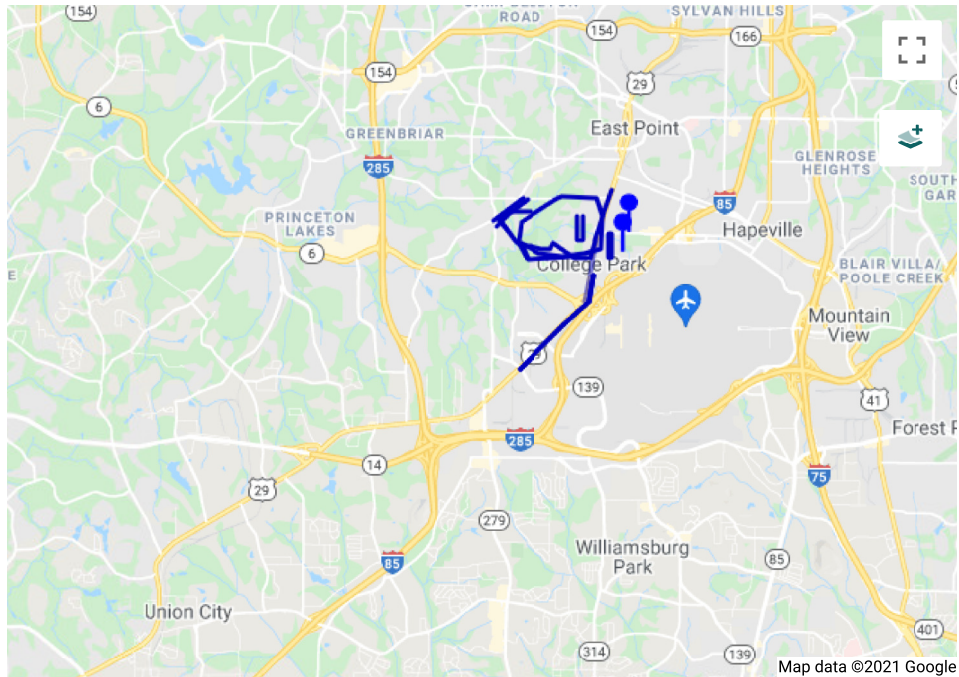
I'd love to see the city hall lawn and ALL the Rec facilities better tied into the community with a better bike/walking path/ improved sidewalks and signage.

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

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

Traffic Safety

Average



Poor

Excellent

Traffic Congestion

Average



Poor

Excellent

Road Conditions

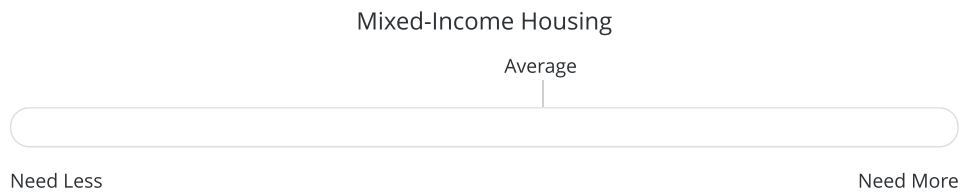
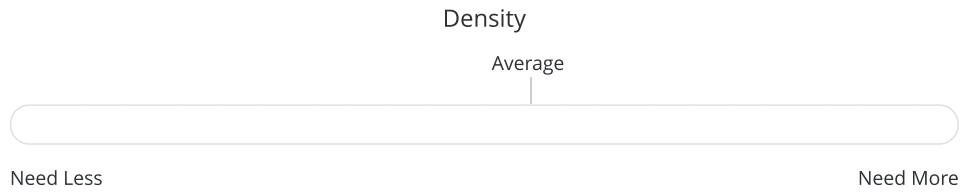
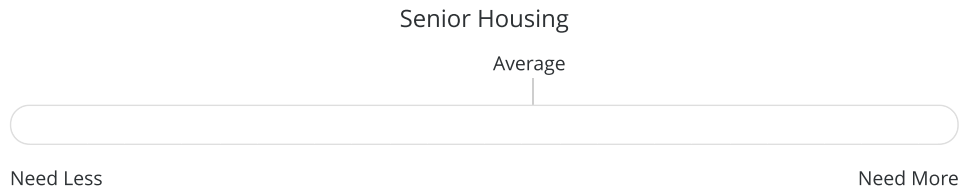
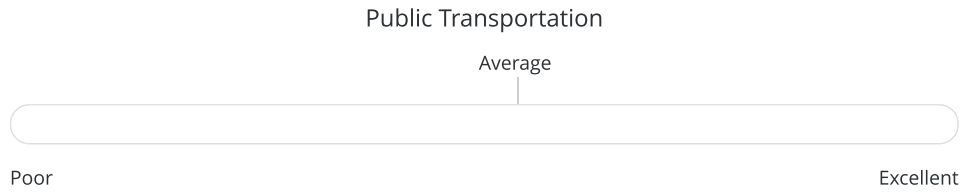
Average



Poor

Excellent

SURVEY RESPONSES



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

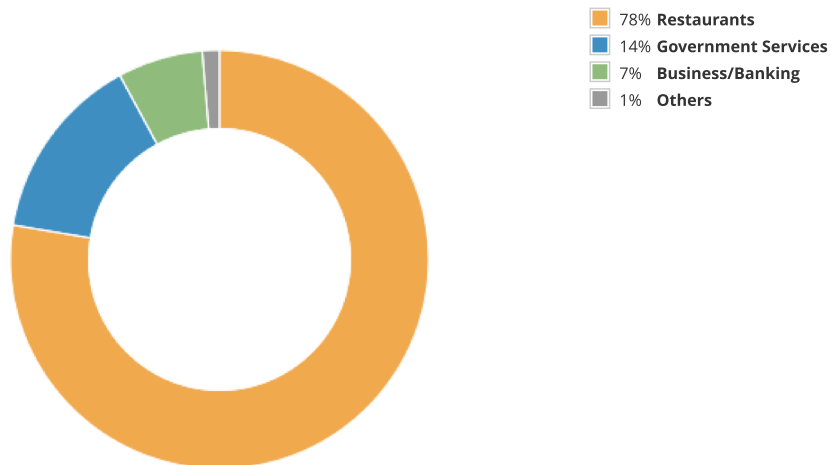
Remove all parking from Main St and build paved and landscaped, and well lit parking lots behind Main.

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

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.

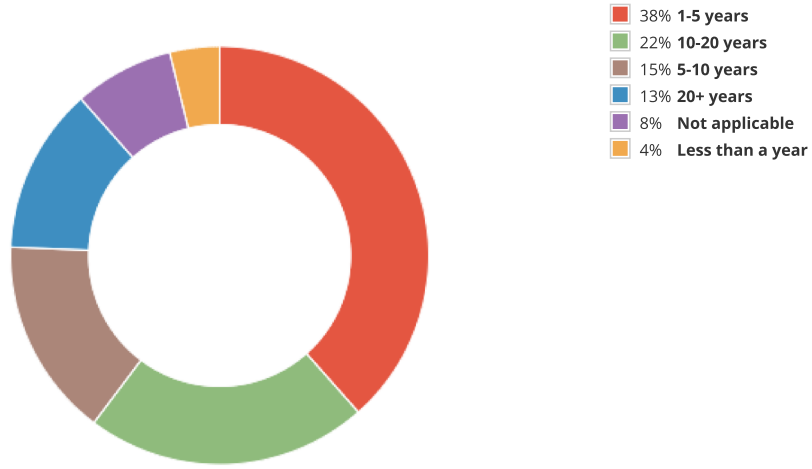
4 months ago

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 ✓

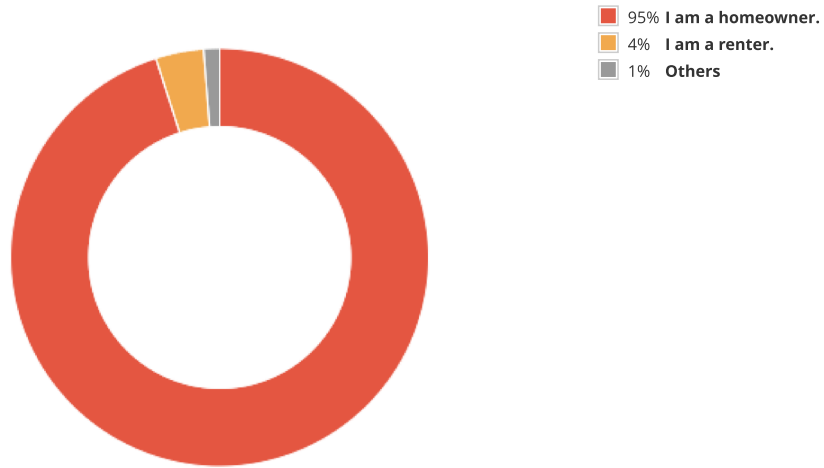
50 Respondents

How long have you lived in College Park?



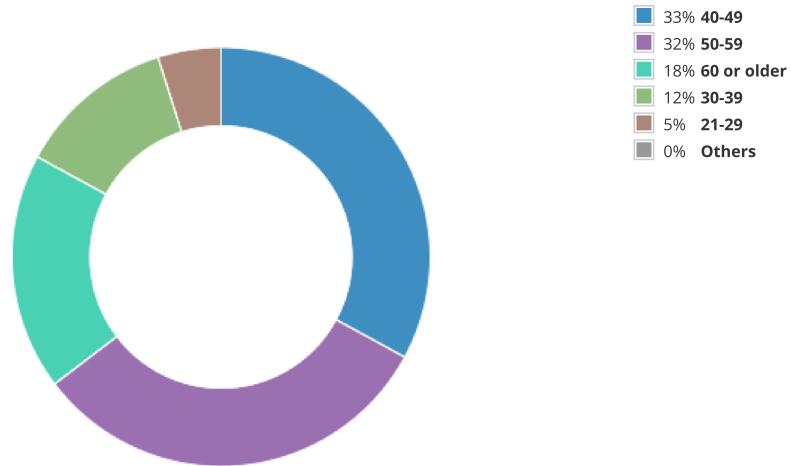
78 respondents

What best describes your housing status?



81 respondents

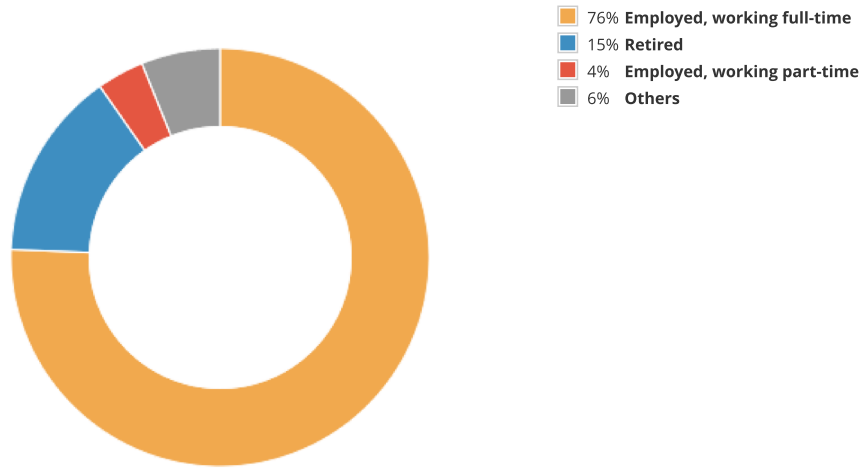
What is your age?



82 respondents

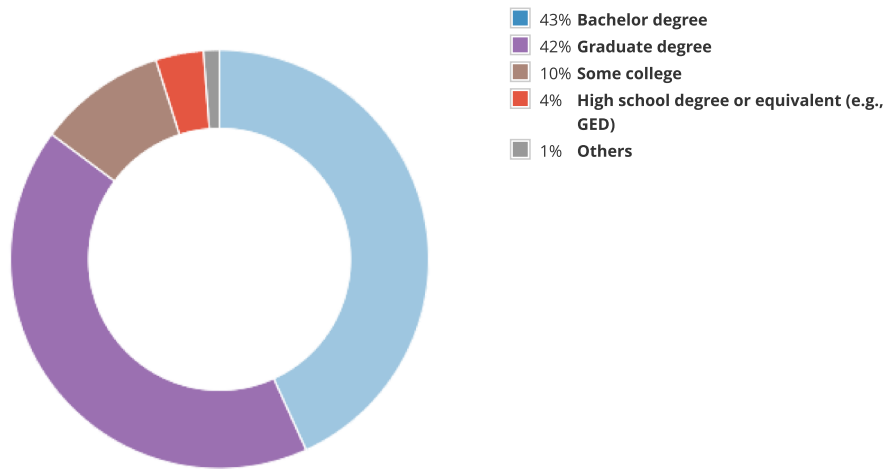
SURVEY RESPONSES

Which of the following categories best describes your employment status?



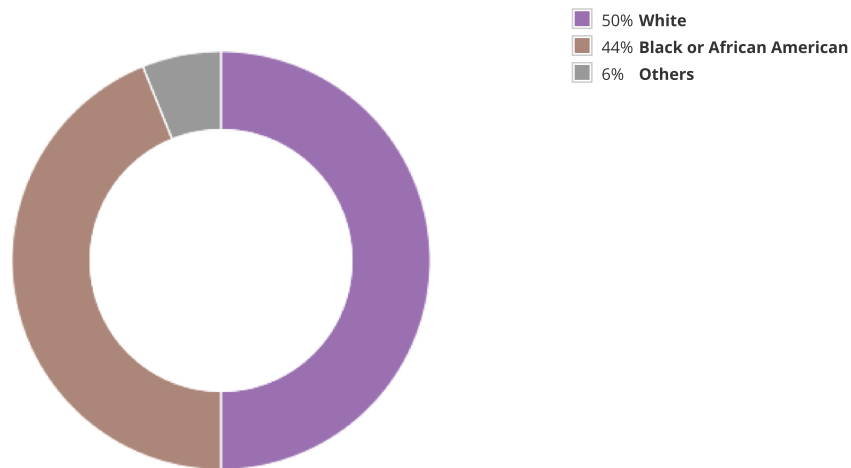
82 respondents

What is the highest level of school you have completed or the highest degree you have received?



81 respondents

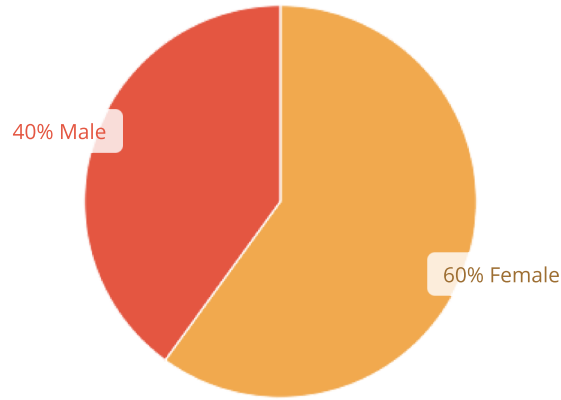
What race do you identify as?



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

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.

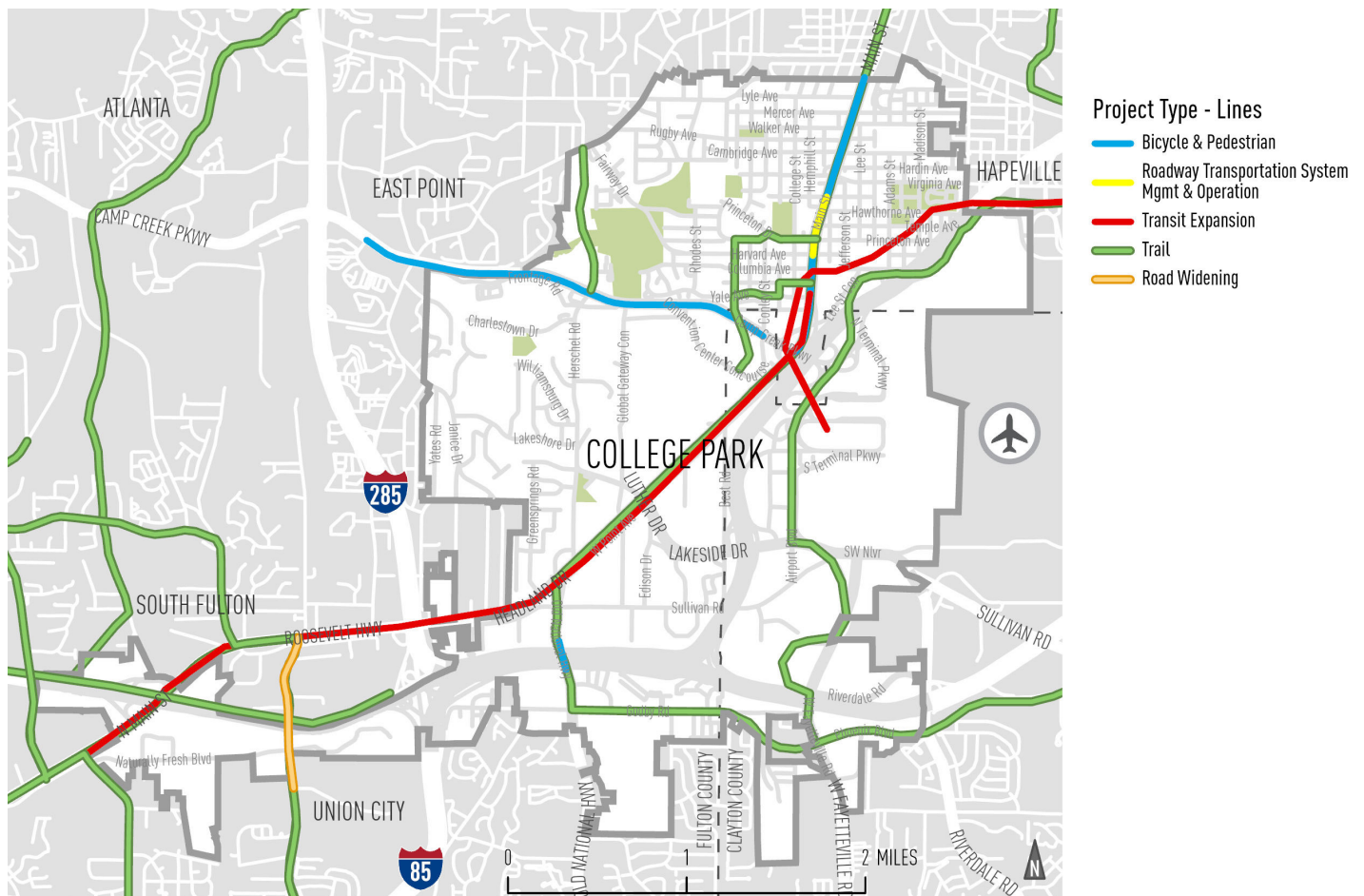
ID	Project Type	Improvements	Plan Source	Location	Timeframe
106	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	South Fulton CTP	SR 279/Old National Hwy	5-year (2023-2027)
107	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed 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)

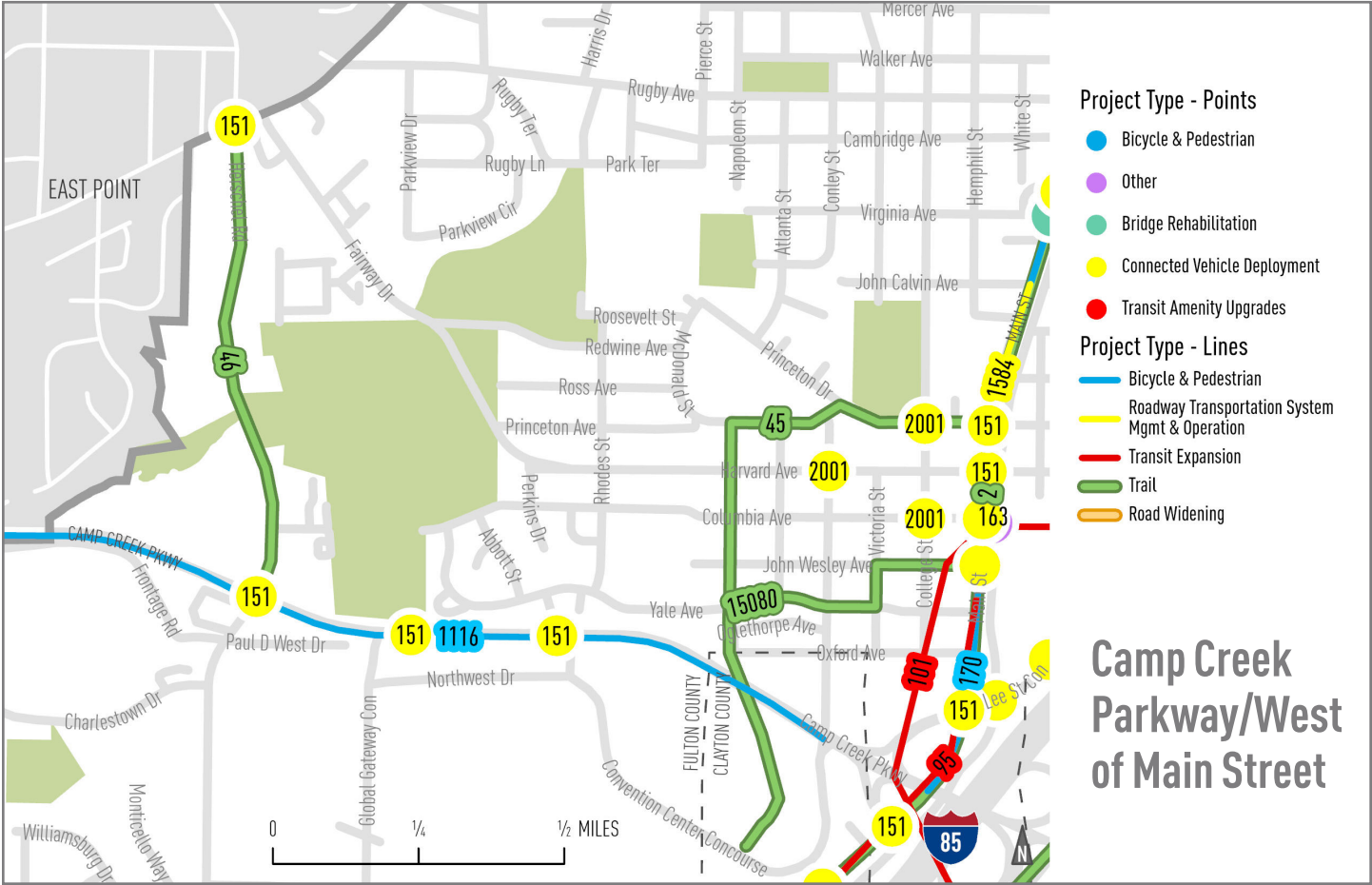
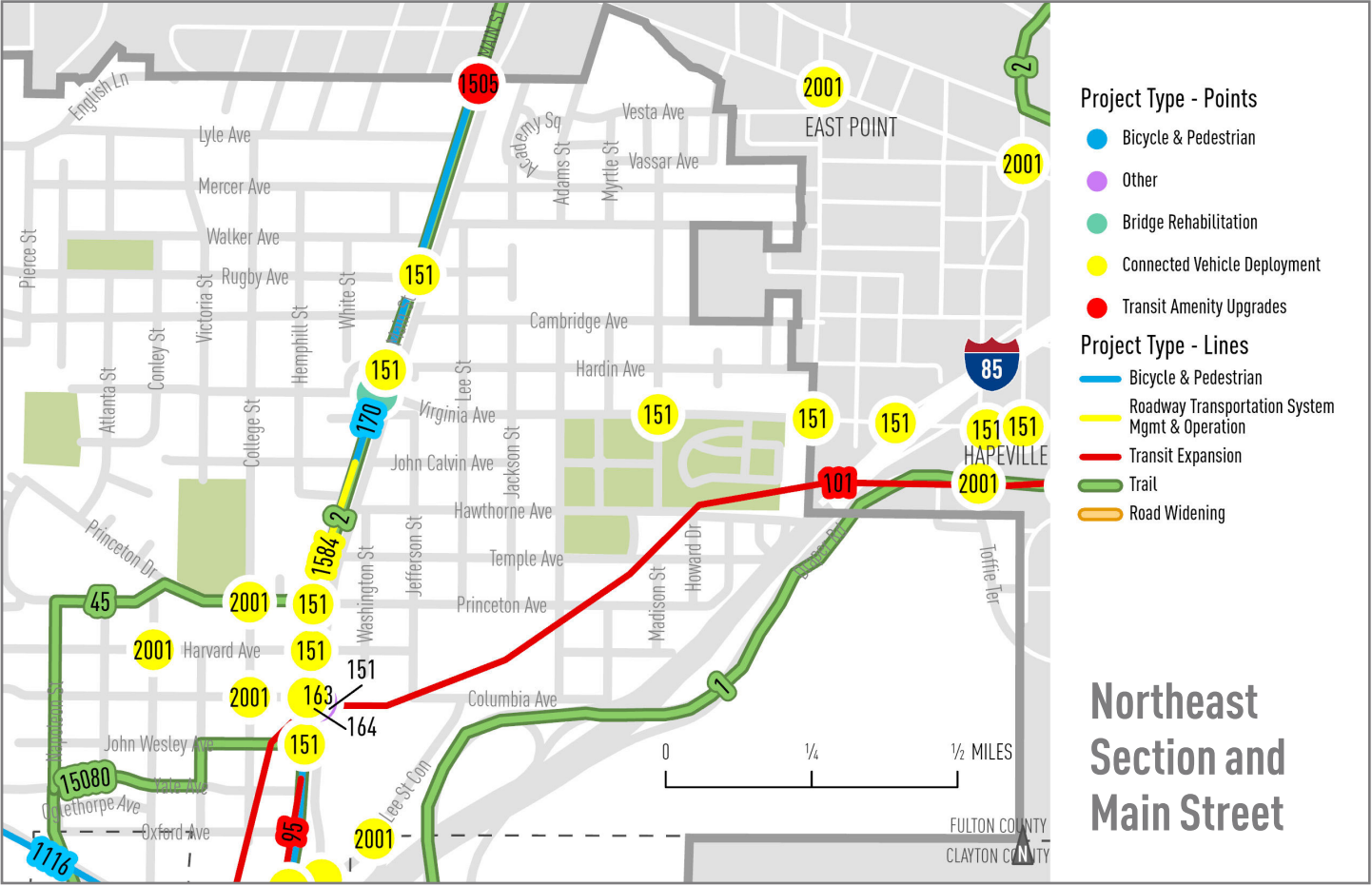
TRANSPORTATION SUMMARY MAPS

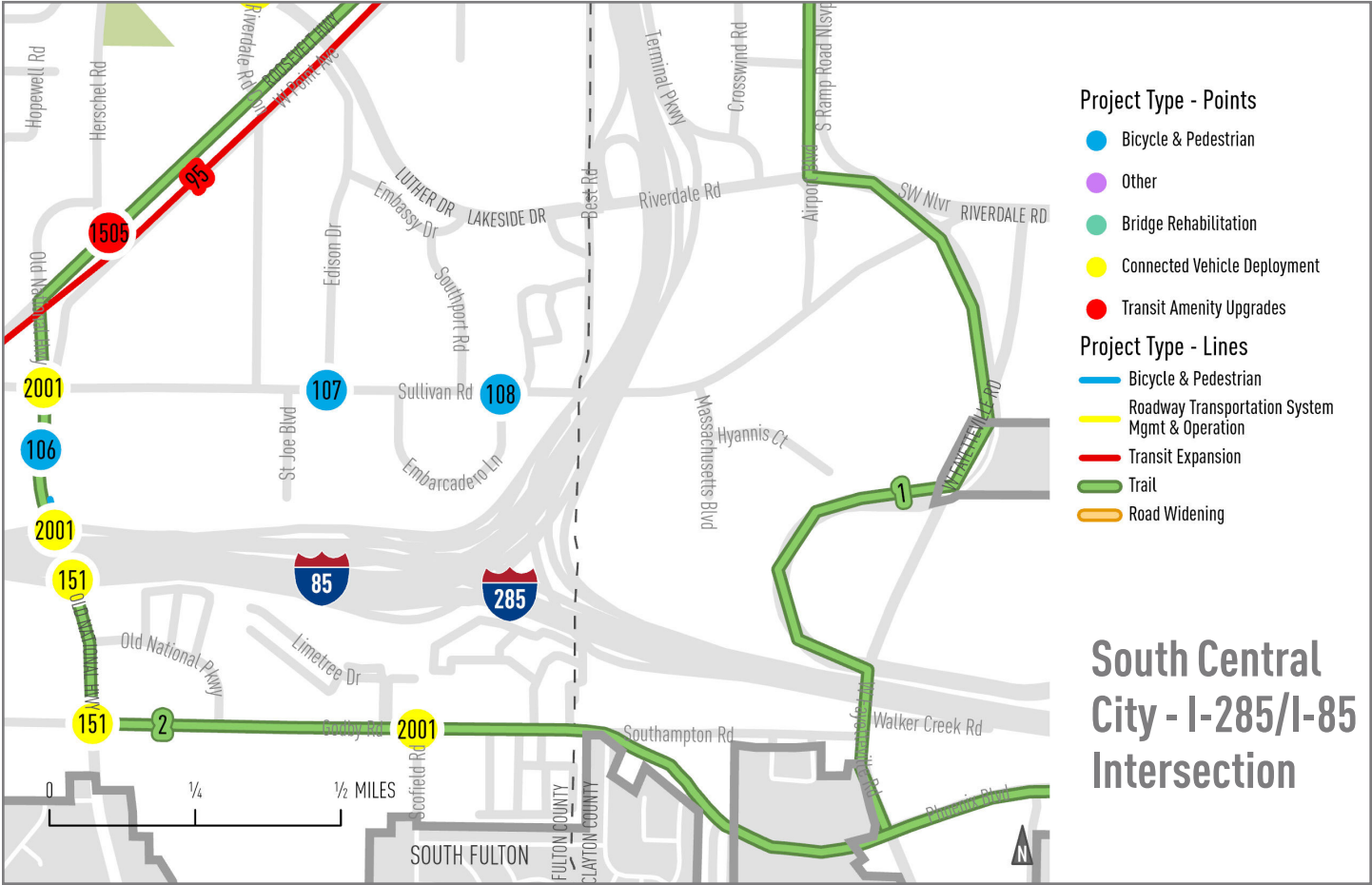
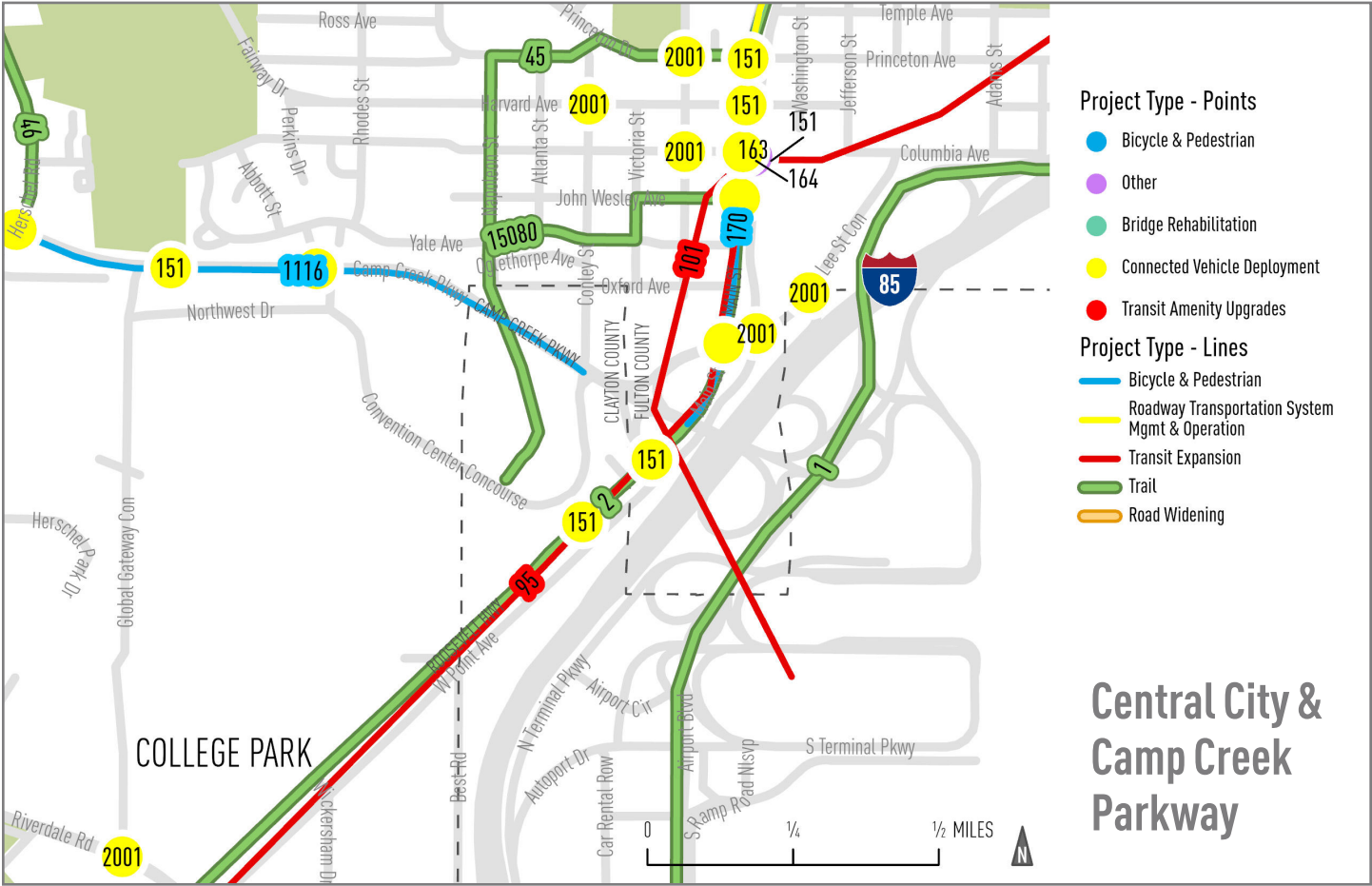
Table 1.

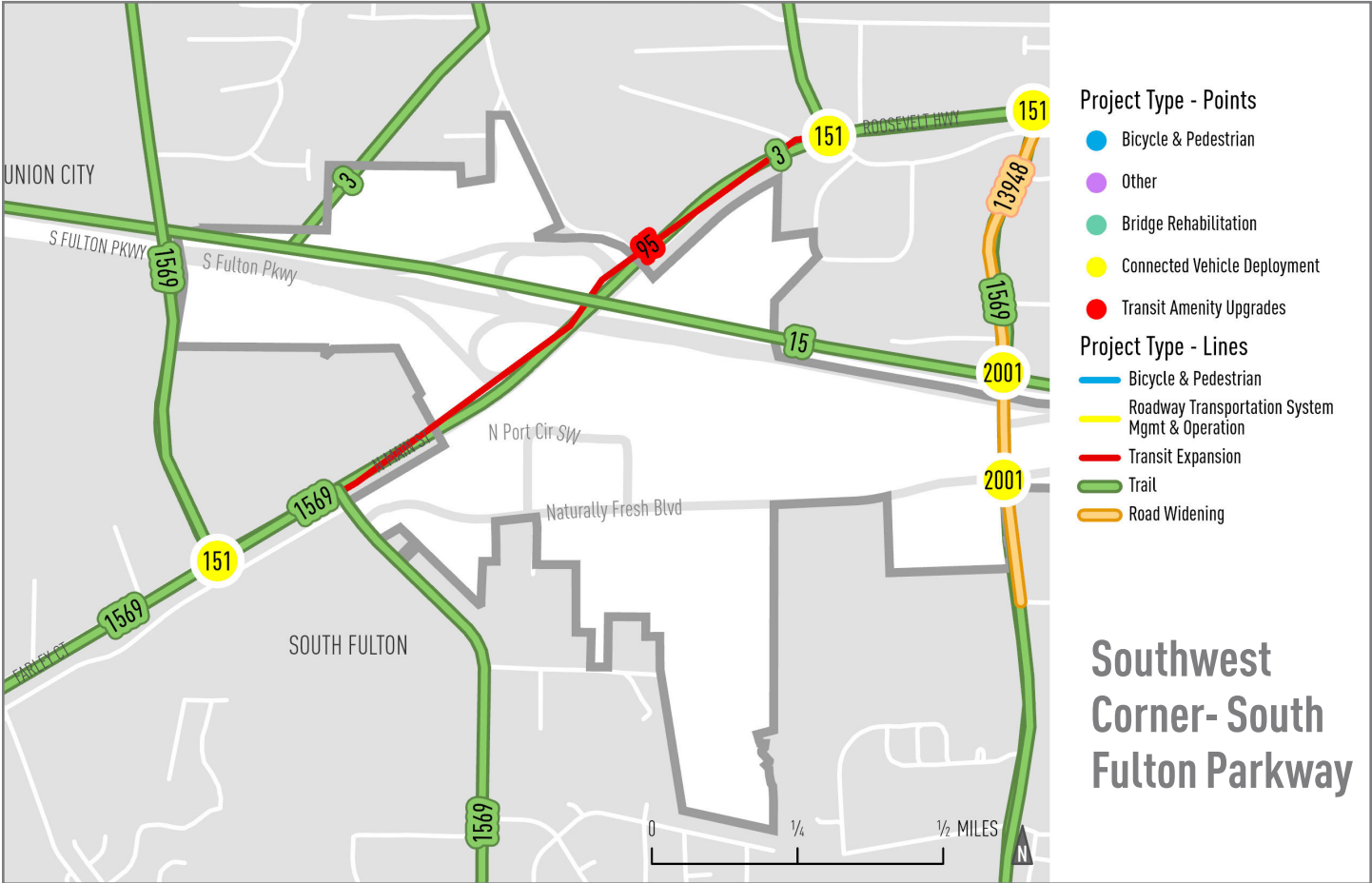
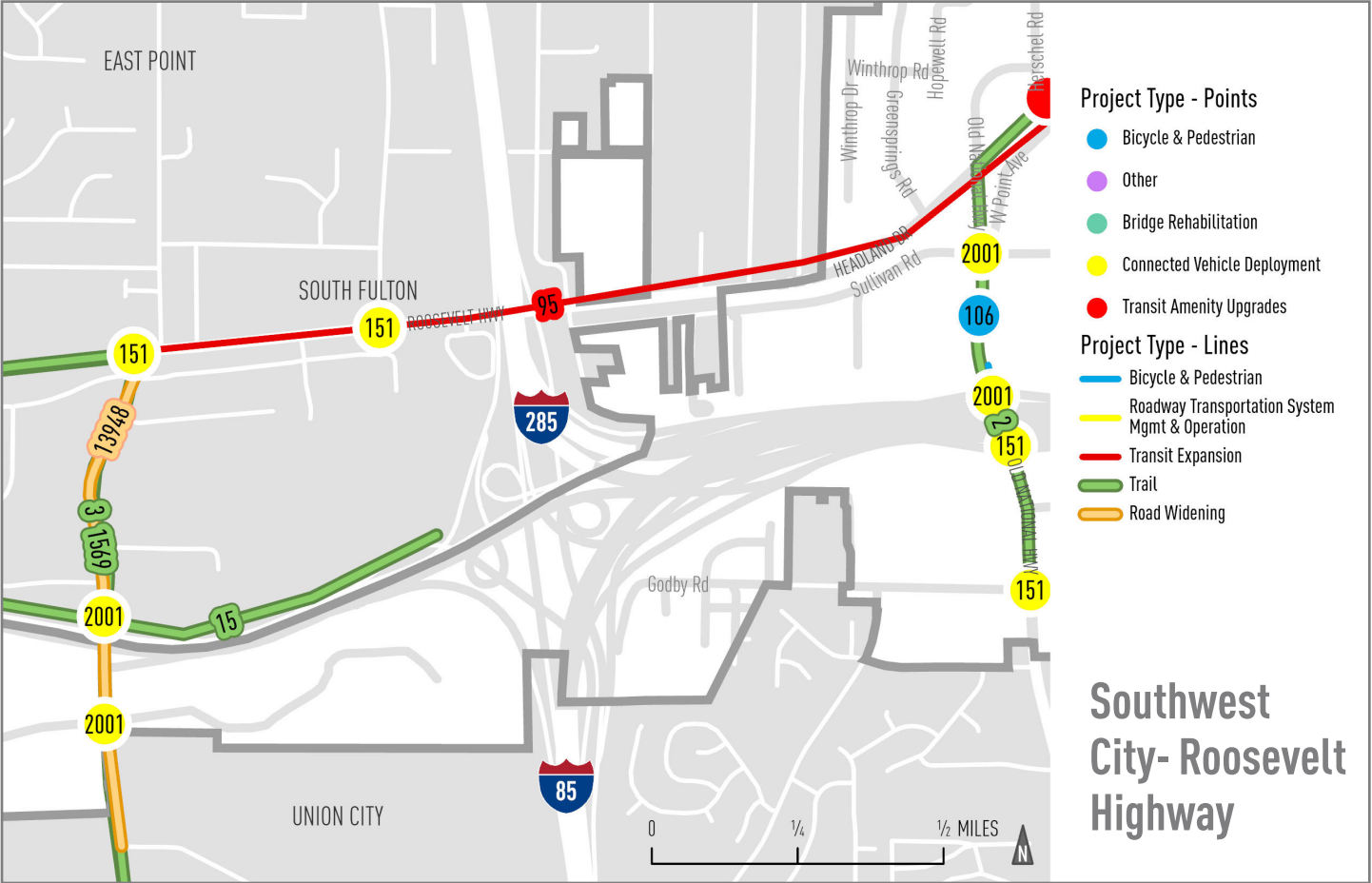
ID	Project Type	Improvements	Plan Source	Location	Timeframe
15080	Trail	Trail Connection. 10-foot wide bike/ped trail	TIP	Convention Center Concourse ending at John Wesley Ave/West Main St.	2021
13948	Road Widening	Two lanes to four.	TIP	Buffington Road from Rock Quarry Road to SR 14/US 29	2021
1	Trail	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	





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8945

DATE: August 6, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

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

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

REASON: 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 approval with conditions as outlined in the attached staff report.

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 16, 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 (1) (PDF)
- NEXTERA REZONING APP (1) (PDF)
- SW Atlanta Layout Rev F (1) (PDF)
- NEER_103316_SW ATL BESS Ad_5 (PDF)
- 210805_NextEra - BESS_Overview with Bndy_Titleblock (JPG)
- Nextera Energy rezoning ordinance College Park v2 (DOCX)

Review:

- Nikki Washington Completed 08/06/2021 2:14 PM
- Rosyline Robinson Completed 08/06/2021 2:16 PM
- Engineering Pending
- Power Pending
- Inspections Completed 08/06/2021 2:19 PM
- Fire Completed 08/06/2021 4:07 PM
- City Attorney's Office Completed 08/11/2021 2:03 PM
- Mercedes Miller Pending
- Mayor & City Council Pending 08/16/2021 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 with at least a 115 feet buffer from the closest house. The coverage of the lot is 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

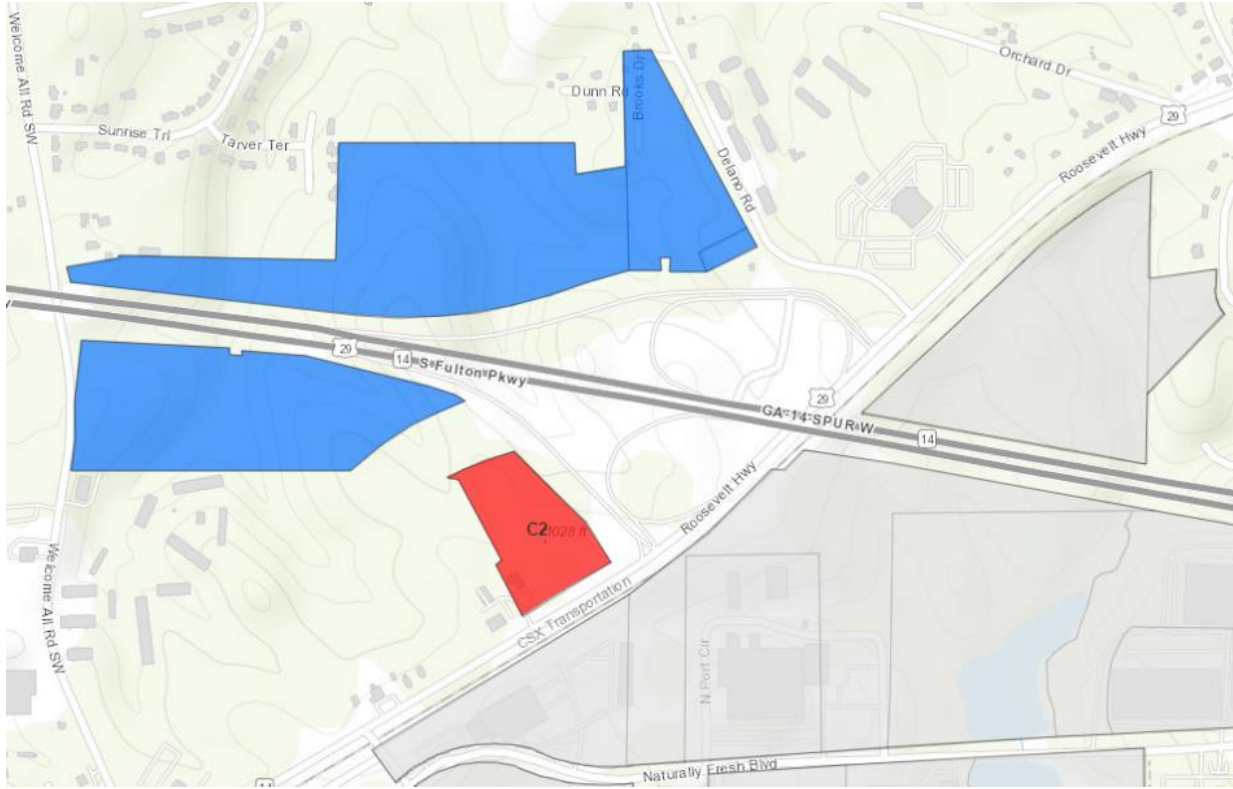
conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

- 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.

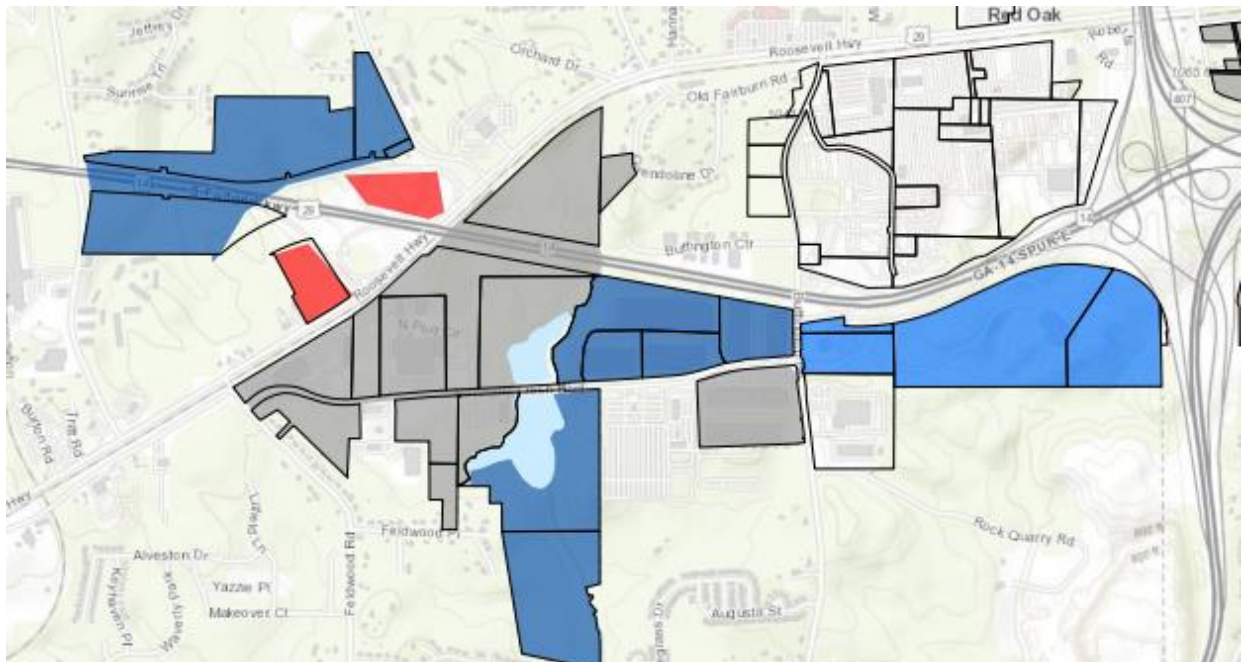
Attachments:

- 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>

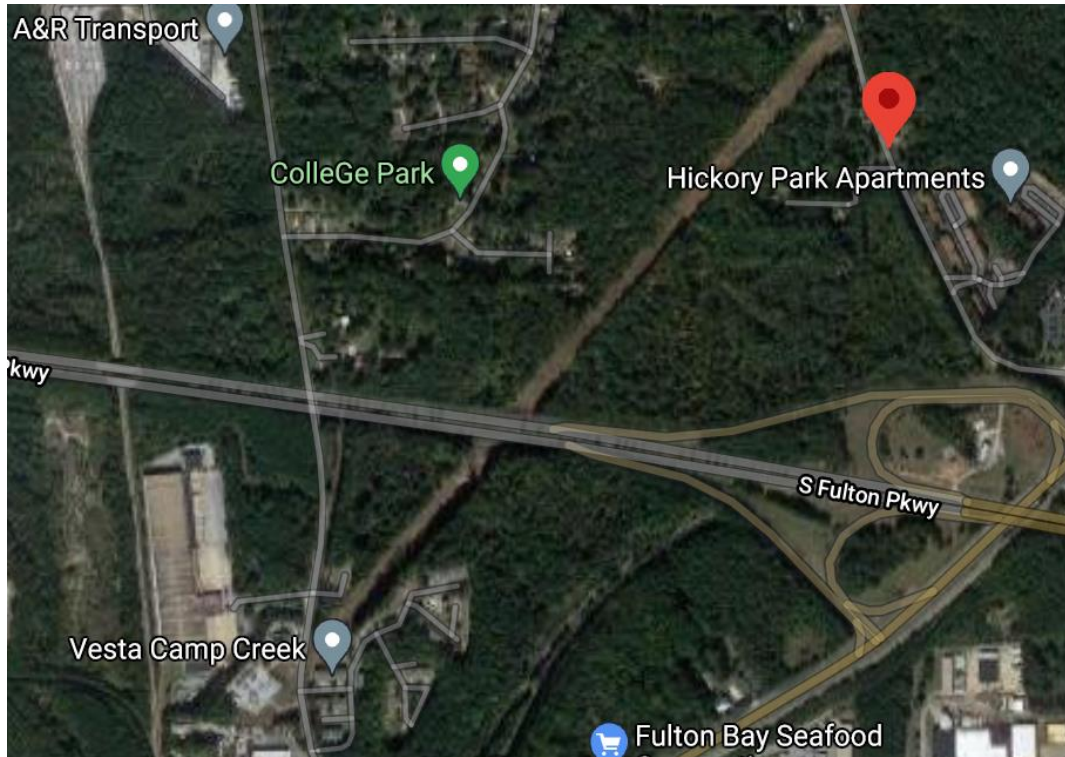
City of College Park Zoning Map



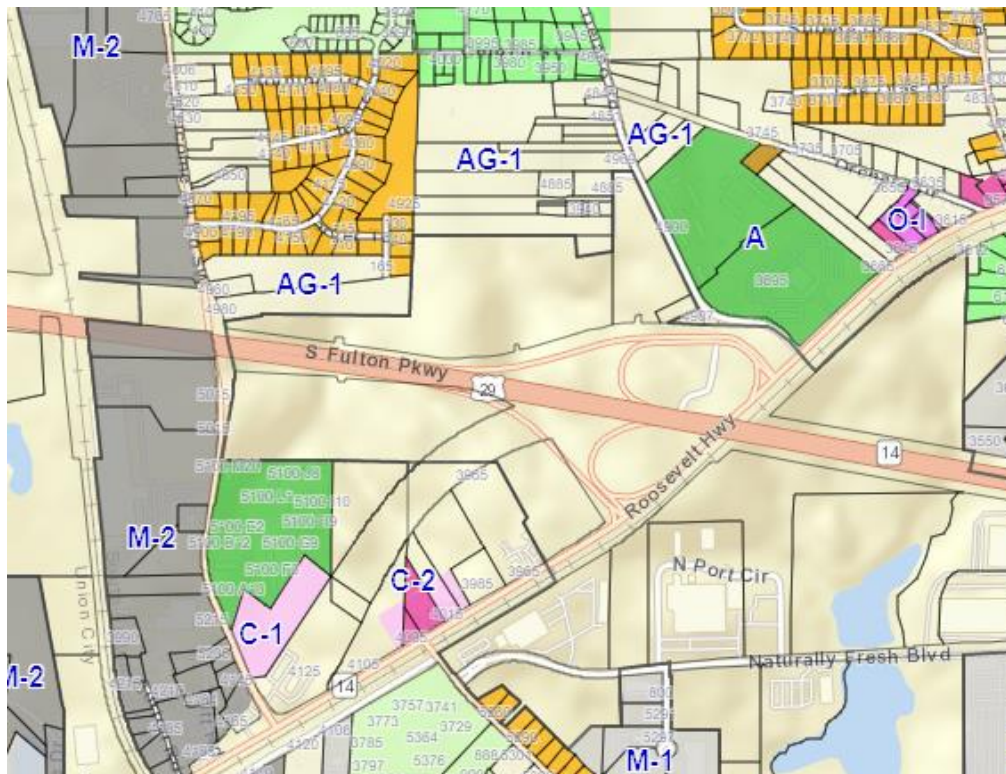
City of College Park Future Land Map



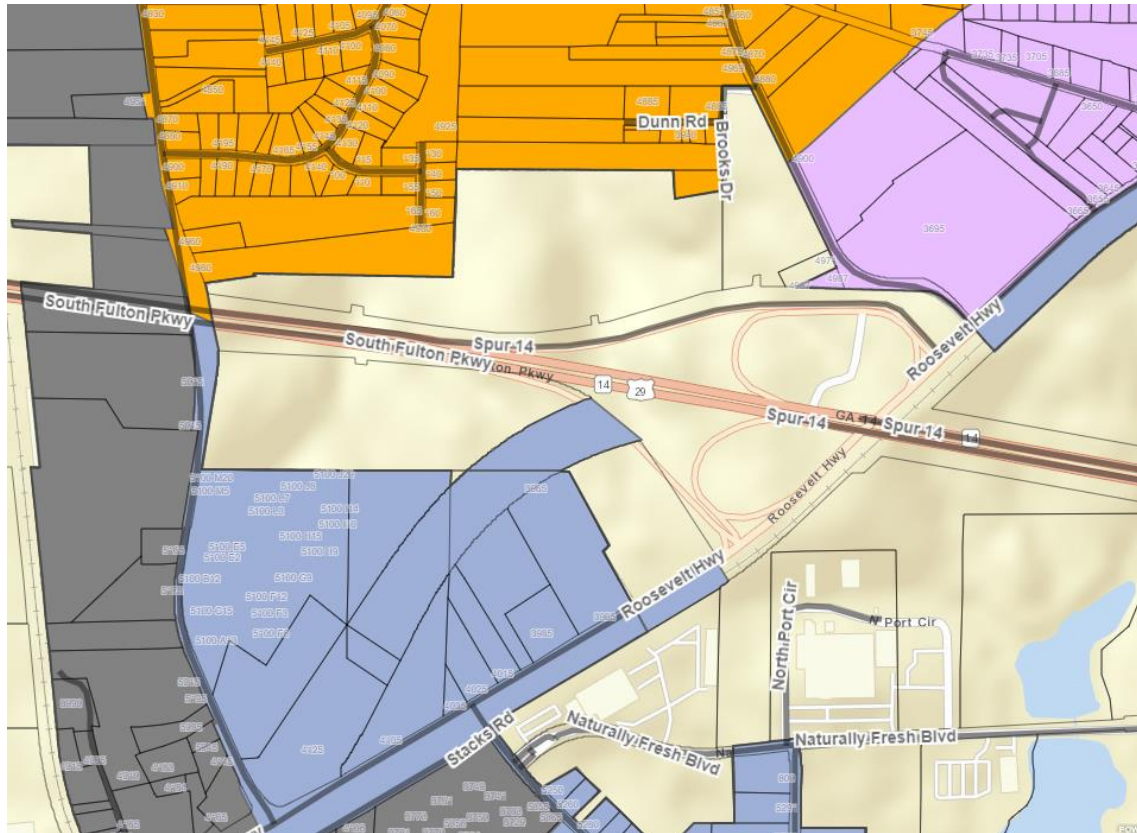
Aerial of Site



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

CITY OF COLLEGE PARK Planning Commission



www.collegeparkga.com

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 404-547-4957 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: 561-635-6573 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.

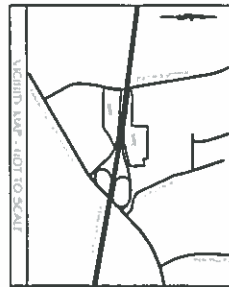
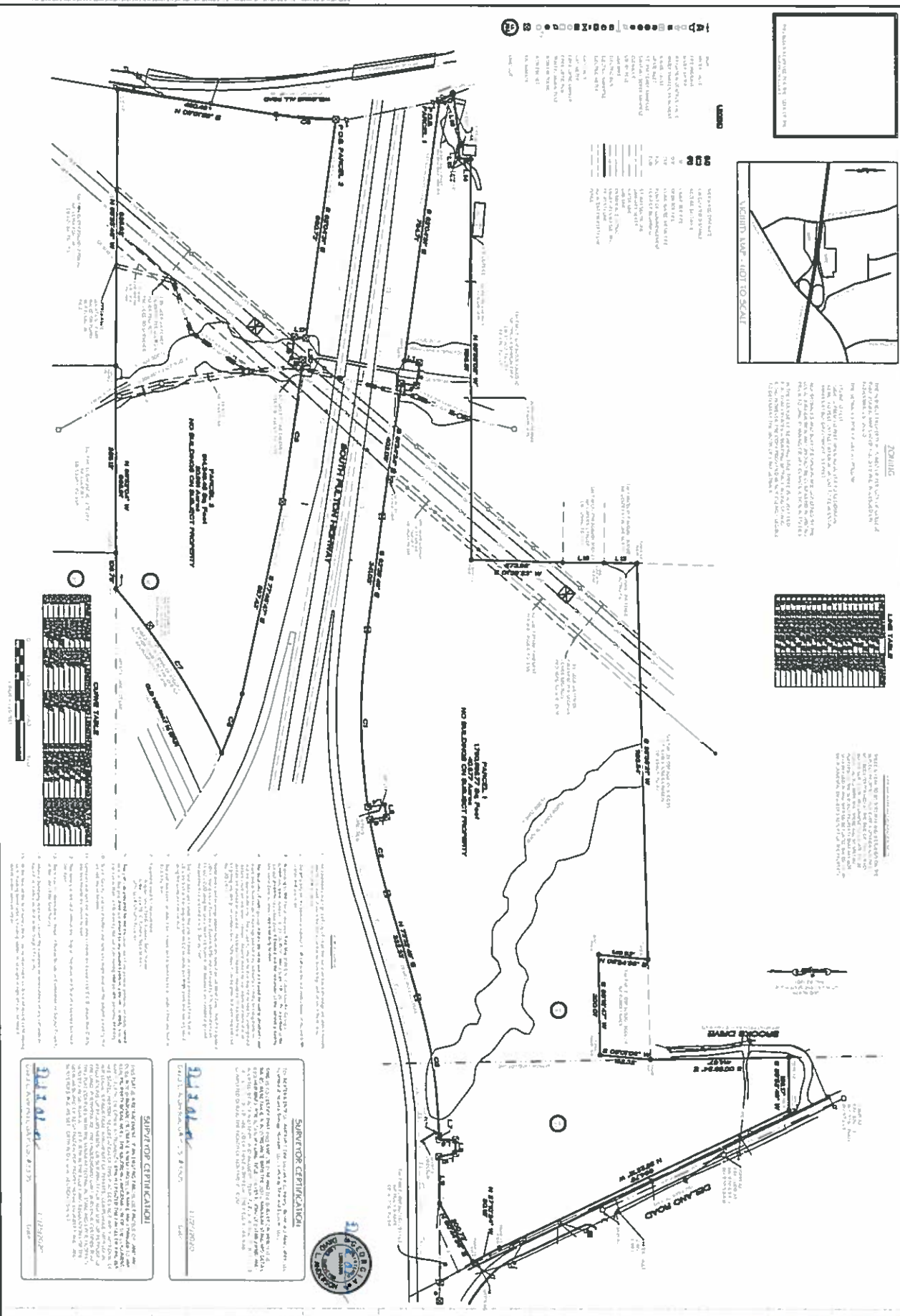
Sincerely,

WILSON BROCK & IRBY, L.L.C.

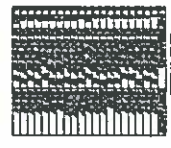


By: Harold Buckley, Jr., AICP
Attorneys for NextEra Energy Resources

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



NOTICE
 THE PROJECT SURVEYOR HAS CONDUCTED A VISUAL SURVEY OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY.



NOTICE
 THE PROJECT SURVEYOR HAS CONDUCTED A VISUAL SURVEY OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY OTHER SURVEY OR RECORDATION OF ANY INTEREST IN THE PROPERTY.

LEGEND

Symbol	Description
...	...



1. The survey was conducted on the 15th day of February, 2011, at 10:00 AM.
2. The survey was conducted by the undersigned, a duly licensed and qualified surveyor in the State of Georgia.
3. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
4. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
5. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
6. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
7. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
8. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
9. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.
10. The survey was conducted in accordance with the Georgia Surveying Act of 1985, as amended.

SUBJECT CERTIFICATION
 I, the undersigned, a duly licensed and qualified surveyor in the State of Georgia, certify that the foregoing is a true and correct copy of the original survey as recorded in the public records of the State of Georgia.

SUBJECT CERTIFICATION
 I, the undersigned, a duly licensed and qualified surveyor in the State of Georgia, certify that the foregoing is a true and correct copy of the original survey as recorded in the public records of the State of Georgia.



<p>1 OF 2</p>		<p>ALTA / NSPS LAND TITLE SURVEY WELCOME ALL ROAD FOR NEXTERA ENERGY A AMBUST TIT. & INSURANCE COMPANY</p>	<p>LOCATED IN: LAND LOTS 129 & 130 9F DISTRICT FULTON COUNTY, GEORGIA</p>	<p>ALS ALLIANCE LAND SURVEYING</p> <p>157. 3228 2005 ALLEGRA DRIVE, SUITE 100 FLORENCE BRANCH, GA 30502 770.226.4755 / WWW.ALSATL.COM</p>

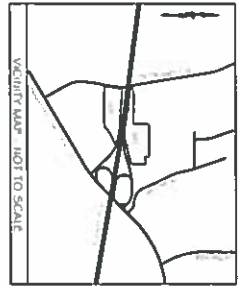


REDACTED

ALTA / NSPS LAND TITLE SURVEY FOR ALTA / NSPS LAND TITLE SURVEY...
The following is a description of the land to be surveyed...
The survey is to be conducted in accordance with the provisions of the...
The survey is to be conducted in accordance with the provisions of the...

ALTA / NSPS LAND TITLE SURVEY FOR ALTA / NSPS LAND TITLE SURVEY...
The following is a description of the land to be surveyed...
The survey is to be conducted in accordance with the provisions of the...
The survey is to be conducted in accordance with the provisions of the...

ALTA / NSPS LAND TITLE SURVEY FOR ALTA / NSPS LAND TITLE SURVEY...
The following is a description of the land to be surveyed...
The survey is to be conducted in accordance with the provisions of the...
The survey is to be conducted in accordance with the provisions of the...



VICINITY MAP - NOT TO SCALE



SUBJECT TO CERTIFICATION...
I, the undersigned, being duly qualified and licensed as a Professional Land Surveyor...
I hereby certify that the foregoing is a true and correct copy of the...
I hereby certify that the foregoing is a true and correct copy of the...

SUBJECT TO CERTIFICATION...
I, the undersigned, being duly qualified and licensed as a Professional Land Surveyor...
I hereby certify that the foregoing is a true and correct copy of the...
I hereby certify that the foregoing is a true and correct copy of the...

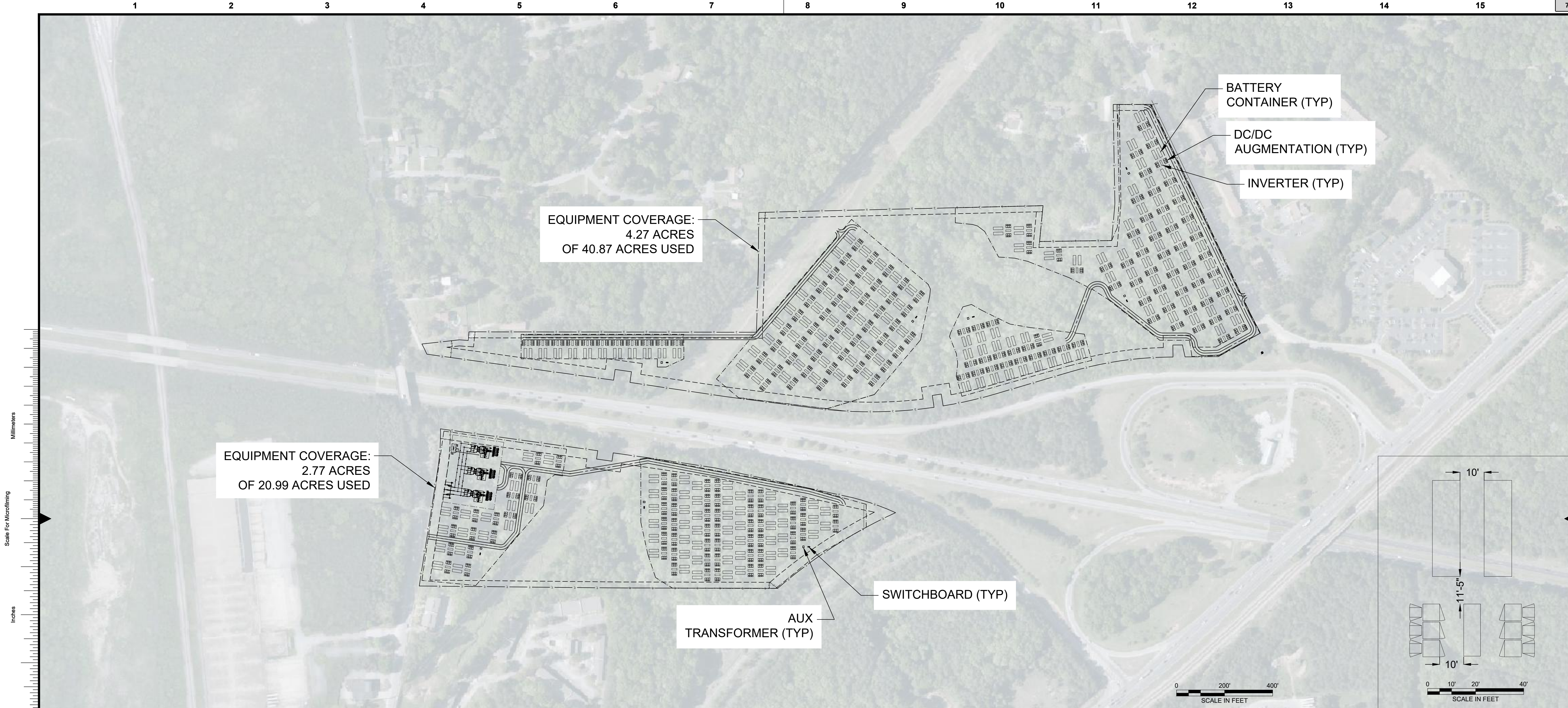
ALLIANCE LAND SURVEYING
1225 W. 322nd Street
Mableton, Georgia 30126
770.226.4743 | WWW.ALLIANCE-SURVEYING.COM

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

ALTA / NSPS LAND TITLE SURVEY
WELCOME ALL ROAD
FOR
NEXTERA ENERGY
AN ALTA TRUST TITLE INSURANCE COMPANY

Table with 2 columns: Station, Description. Contains survey data points.

811 logo and other utility information.



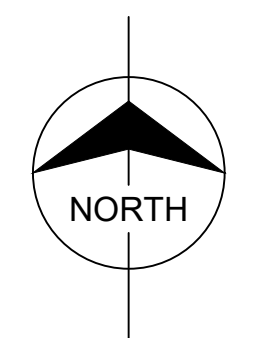
PLAN VIEW

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

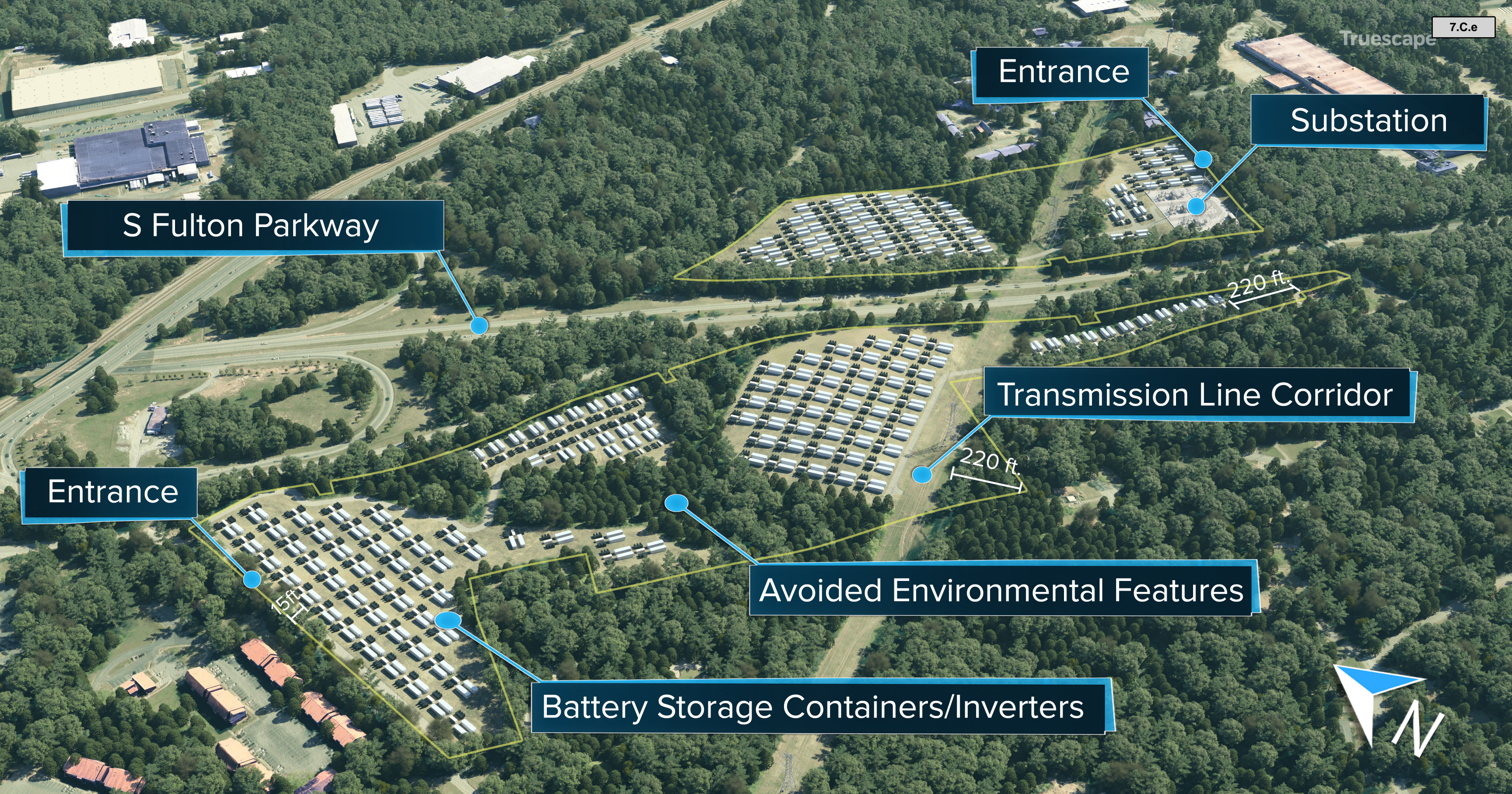
To make an appointment or to speak with our team call 605-237-2294 or email Brittany.Bruce@NEE.com

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. 211



NextEra Energy - South West Atlanta BESS

Fulton County, Georgia

Artist impression, design subject to change



1 **STATE OF GEORGIA**

2 **CITY OF COLLEGE PARK**

3 **ORDINANCE 2021- _____**

4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK,
5 GEORGIA BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT
6 0 WELCOME ALL ROAD; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO
7 PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO
8 PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER
9 LAWFUL PURPOSES.

10 **WHEREAS**, the governing body of the City of College Park, Georgia (the “City”) is the
11 Mayor and Council thereof; and

12 **WHEREAS**, the governing body is authorized by its Charter to regulate zoning within the
13 limits of the City; and

14 **WHEREAS**, the subject parcel of real property consists of approximately 61.86 acres
15 located at 0 Welcome All Road, according to the present system of numbering property in College
16 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Numbers:
17 09F36020130086; 09F360101290669; 09F360101290545) (the “Property”); and

18 **WHEREAS**, the Property is currently zoned as BP – Business Park; and

19 **WHEREAS**, the owners (“Applicant”) of the Property filed an application requesting the
20 governing body to rezone the Property to M1 – Industrial, for construction of a facility for battery
21 storage; and

22 **WHEREAS**, the City Planner and Planning Commission recommend approval of the
23 application subject to certain conditions included in the City Staff Report and said report is hereby
24 incorporated by reference herein; and

25 **WHEREAS**, the governing body of the City has considered the criteria of a rezoning
26 request, provided in Section 14.11 (Zoning Amendment Process (ZA)) of Article 14 (Processes,
27 Permits, and Fees) in Appendix A (Zoning) of the Code of Ordinances, City of College Park,
28 Georgia; and

29 **WHEREAS**, the governing authority of the City desires to rezone the Property to M1 –
30 Industrial, subject to certain conditions to ensure consistency with the City’s comprehensive plan
31 and future land use plan; and

32 **WHEREAS**, the City has complied with the notice and hearing requirements pursuant to
33 O.C.G.A. § 36-66-1 *et seq.*; and

34 **WHEREAS**, the health, safety, and welfare of the citizens of the City will be positively
35 impacted by the adoption of this Ordinance.

36 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
37 **THE CITY OF COLLEGE PARK, GEORGIA**, and by the authority thereof:

38 **Section 1.** That certain parcel of real property consisting of approximately 61.86 acres
39 located at 0 Welcome All Road, according to the present system of numbering property in College
40 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Numbers:
41 09F36020130086; 09F360101290669; 09F360101290545) is hereby rezoned from BP – Business
42 Park to M1 – Industrial. Such rezoning is to be noted on the official City of College Park Zoning
43 Map approved by the Mayor and Council as soon as reasonably possible following adoption of
44 this Ordinance along with an editorial note on the official City of College Park Zoning Map

45 specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance. Until
46 this rezoning is indicated on the official City of College Park Zoning Map, this Ordinance and
47 Exhibit A shall govern over the official City of College Park Zoning Map to the extent of any
48 discrepancy between this Ordinance and the official City of College Park Zoning Map. This
49 rezoning is subject to the following conditions:

- 50 1. Industrial uses on the site shall be limited to storage of electric energy in batteries
51 and a utility substation. Under no circumstances shall the use include freight
52 trucks or similar other heavy equipment operations, except for material delivery
53 during the construction phase. All uses listed under BP are allowed.
- 54 2. The minimum distance from any storage containers or structure to a residential
55 property shall be 100 feet.
- 56 3. The site shall maintain a wooded buffer around the entire periphery to provide a
57 visual screen.
- 58 4. Areas within 10 feet of storage containers shall be cleared of combustible
59 vegetation and other combustible growth.
- 60 5. Access to the southern portion of site shall be restricted to Welcome All Road
61 and access to the northern portion shall be restricted to one entrance on Delano
62 Road.
- 63 6. FAA approval of height of transmission towers shall be submitted to Building
64 Official prior to issuance of land disturbance permit.
- 65 7. **Training.** Prior to operations, Applicant shall provide training to public safety
66 personnel for emergency response. Training shall occur annually. Training shall
67 be provided to both City of South Fulton and City of College Park personnel.

68 8. **Emergency Operations Plan.** Applicant shall prepare and provide a copy of an
69 Emergency Operations Plan to the College Park fire department and local fire
70 code officials. A permanent copy shall also be accessible to facility personnel,
71 fire code officials, and emergency responders. The emergency operations plan
72 shall include the following information:

73 a. Procedures for safe shutdown, de-energizing, or isolation of equipment
74 and systems under emergency conditions to reduce the risk of fire,
75 electric shock, and personal injuries, and for safe start-up following
76 cessation of emergency conditions.

77 b. Procedures for inspection and testing of associated alarms, interlocks,
78 and controls.

79 c. Procedures to be followed in response to notifications from the Battery
80 Energy Storage Management System, when provided, that could signify
81 potentially dangerous conditions, including shutting down equipment,
82 summoning service and repair personnel, and providing agreed upon
83 notification to fire department personnel for potentially hazardous
84 conditions in the event of a system failure.

85 d. Emergency procedures to be followed in case of fire, explosion, release
86 of liquids or vapors, damage to critical moving parts, or other
87 potentially dangerous conditions. Procedures may include sounding the
88 alarm, notifying the fire department, evacuating personnel, de-
89 energizing equipment, and controlling and extinguishing the fire.

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

97 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
98 incorporated by reference as if fully set out herein.

99 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all
100 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
101 enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

102 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
103 extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this
104 Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this
105 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
106 greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance
107 is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this
108 Ordinance.

109 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance
110 shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable
111 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
112 the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the

113 greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable
114 any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance and that,
115 to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and
116 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
117 effect.

118 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
119 repealed.

120 **Section 5.** Penalties in effect for violations of the Zoning Ordinance of the City of College
121 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
122 applicable to this Ordinance and shall remain in full force and effect.

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

(SIGNATURES ON FOLLOWING PAGE)

ORDAINED, this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

[Staff Report Attached]



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8997

DATE: August 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

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

RE: Consideration of City Manager Recruitment

PURPOSE: Request for Mayor and Council approval of a City Manager national search and to authorize the Director of Human Resources & Risk Management to negotiate an agreement with GovHR USA with substantially the same terms as the City's form services agreement.

REASON: In December 2020, former City Manager Terence Moore resigned from his position. Council approval is required before moving forward with executive search services to recruit the City Manager position.

RECOMMENDATION: It is recommended that Council approve GovHR USA for a City Manager national search and to authorize the Human Resources Director to negotiate an agreement with GovHR USA with substantially the same terms as the City's form services agreement.

BACKGROUND: GovHR USA employs a team of professionals with backgrounds in local government and the not-for-profit sector. The firm offers full-service executive recruitment and selection services customized to meet the organization's individual needs. These services include a thorough analysis of the organization, in addition to a comprehensive understanding of the hiring authority's expectations. GovHR USA is experienced and has conducted hundreds of placements in the United States in the last decade. The GovHR USA team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector.

COST TO CITY: The total not-to-exceed cost to the City for the proposed services will not exceed \$22,500.00.

BUDGETED ITEM: This is a budgeted item. The new City Manager Recruitment will be charged to account 100-1540-52-5510 (Consulting Fees) from the Office of Human Resources budget.

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: August 16, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: Not Applicable

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable

STAFF: Office of the City Manager and the Office of Human Resources

ATTACHMENTS:

- Agenda Memo ID #2021-8997 - RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 072121 (PDF)
- City Manager Executive Search Services - scorecard (baker) (PDF)
- City Manager Executive Search Services - scorecard (moody) (PDF)
- RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - Specs (PDF)

Review:

- Dwight L. Baker Completed 08/10/2021 12:29 PM
- Rosyline Robinson Completed 08/10/2021 12:32 PM
- Purchasing Completed 08/10/2021 1:04 PM
- Mercedes Miller Completed 08/11/2021 10:56 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8997

DATE: JULY 29, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 072121
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: City Manager Executive Search Services

Budgeted item(s): Yes

Recommendations: GovHR USA is recommended at \$22,500.00 and most responsive for this service.

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from June 24, 2021 thru July 21, 2020 at 10:00 am.

No (**mandatory**) pre-proposal meeting was held.

The official Zoom (virtual) bid open was scheduled for Wednesday, July 21, 2021 at 10:30 am with The Carvir Group logged into the meeting.

Dr. Dwight Baker represented the City for the bid open.

Join Zoom Meeting

<https://zoom.us/j/95070112026?pwd=bERLTUp1L3VrY041UEdpUDMyOXIEZz09>

Meeting ID: 950 7011 2026 ~ Passcode: 517156



CITY OF COLLEGE PARK

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

On Thursday, July 29, 2021, Dr. Dwight Baker, Human Resources & Risk Management Director and Willis Moody, Purchasing & Fleet Administrator held 30-minute question and answer virtual meeting with three (3) responsive respondents:

1. HR Knowledge Source, LLC @ 10:00 am
 - a. <https://us06web.zoom.us/j/85910530820?pwd=T2pNRDEzeFlzNmoraVh3U3RvRXJFQT09>
2. The Carvir Group @ 10:30 am
 - a. <https://us06web.zoom.us/j/88524621974?pwd=SkV0cFovR3VTRDR1SGx1cjB4Rk9Tdzo9>
3. GovHR USA @ 11:15 am
 - a. <https://us06web.zoom.us/j/82228255969?pwd=aG9Fa3NtUFJjWHZlbTZndTU0Y2IzZz09>



CITY OF COLLEGE PARK

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

Bid Tabulation

RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 072121

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Slavin Management Consultants	21,210.00	N	N	Y
2	GovHR USA	22,500.00	Y (FBE)	N	N
3	Management Partners	24,990.00	N	N	N
4	Baker Tilly US	27,500.00	N	N	N
5	HR Knowledge Source	30,000.00	Y (FBE)	N	N
6	The Carvir Group	32,000.00	Y (AABE)	N	N

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)

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.

City Manager Executive Search Services

City of College Park

Firm: GovHR USA

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	15
Prior successful recruitments	0-15	15
Qualifications and experience of the individuals assigned to this engagement	0-15	10
Schedule/Availability	0-15	10
Reference contact information	0-15	10
Cost of services	0-15	15
Total		85

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Dr. Dwight Baker

City Manager Executive Search Services

City of College Park

Firm: HR Knowledge Source, LLC

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	10
Prior successful recruitments	0-15	10
Qualifications and experience of the individuals assigned to this engagement	0-15	12
Schedule/Availability	0-15	10
Reference contact information	0-15	10
Cost of services	0-15	10
Total		72

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Dr. Dwight Baker

City Manager Executive Search Services

City of College Park

Firm: The Carvir Group

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	10
Prior successful recruitments	0-15	10
Qualifications and experience of the individuals assigned to this engagement	0-15	10
Schedule/Availability	0-15	10
Reference contact information	0-15	10
Cost of services	0-15	10
Total		70

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Dr. Dwight Baker

City Manager Executive Search Services

City of College Park

Firm: GovHR USA

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	12
Prior successful recruitments	0-15	12
Qualifications and experience of the individuals assigned to this engagement	0-15	15
Schedule/Availability	0-15	13
Reference contact information	0-15	15
Cost of services	0-15	15
Total		92

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Willis Moody

City Manager Executive Search Services

City of College Park

Firm: HR Knowledge Source, LLC

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	12
Prior successful recruitments	0-15	12
Qualifications and experience of the individuals assigned to this engagement	0-15	15
Schedule/Availability	0-15	12
Reference contact information	0-15	15
Cost of services	0-15	10
Total		86

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Willis Moody

City Manager Executive Search Services

City of College Park

Firm: The Carvir Group

Selection Criteria	Point Range	Score
Responsiveness to the provisions of this RFP	0-10	10
Thoroughness of proposal and clarity of services to be provided	0-15	12
Prior successful recruitments	0-15	12
Qualifications and experience of the individuals assigned to this engagement	0-15	15
Schedule/Availability	0-15	12
Reference contact information	0-15	11
Cost of services	0-15	10
Total		82

Scoring:

Exceeds expectations = 85+ Points

Meets expectations = 84 - 70 Points

Below expectations = 69 - below

Evaluator: Willis Moody



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICES

RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 072121

The City of College Park is accepting sealed proposals from qualified vendors for **CITY MANAGER EXECUTIVE SEARCH SERVICES**. Proposals will be received no later than **WEDNESDAY, JULY 21, 2021 at 10:00 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 the related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email wmoody@collegeparkga.com) Ref: City Manager Executive Search Services	July 13, 2021	12:00 pm (EST) deadline
Addendum(s) published	July 16, 2021	4:00 pm (EST)
Open Sealed Bids	July 21, 2021	10:30 am (EST)

Any/all addenda must be signed and dated and made a part of the 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 waive technicalities and informalities and re-advertise. All Minorities, 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 and SCOPE OF SERVICES

PURPOSE

The City of College Park (“City”) seeks proposals for the provision of an experienced qualified Executive Search Firms (“Firm(s)”) for the recruitment of a City Manager services (“Services”), as set forth in this Request for Proposals (“RFP”).

The firm shall provide a comprehensive recruitment and hiring services scope and is charged with conducting a national search.

Services to include:

- A. Conducting a robust community engagement process with the City (Council, staff, citizens) to clarify expected qualifications, skills, experience, and leadership seeking in a City Manager;
- B. Preparation of a job announcement and recruitment materials;
- C. Conduct preliminary interviews on selected candidates;
- D. Coordinate any travel arrangements;
- E. Conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates;
- F. Conducting background checks;
- G. Assisting in all aspects of selection and hiring;

COMMUNITY INFORMATION

Covering nearly 11 square miles, College Park is home to Hartsfield-Jackson Atlanta International Airport, the busiest in the world. College Park is also home to the world headquarters of Chick-fil-A and Woodward Academy, the largest private school in the continental United States. The City’s daytime population swells to nearly 300,000, although there are only 15,000 permanent residents.

College Park’s robust entertainment/hospitality district is centered around the Georgia International Convention Center and the Arena at the Gateway Center, which serves as the home court for the WNBA’s Atlanta Dream and the G-League’s College Park Sky Hawks.

The City is fiscally sound with an operating budget of approximately \$135 million. In addition, College Park boasts its own electric utility and is in partnership with Clean Energy Fuels, Inc. as

co-owners of one of the largest compressed natural gas (CNG) fueling stations in the southeastern United States.

Population College Park provides the best of both worlds - a small-town atmosphere within one of the fastest-growing metropolitan areas in the country. The latest U.S. Census figures set the City's population at 14,959. Employers, however, may take advantage of a metro labor force of over 3,000,000.

Employment options, a well-maintained and convenient highway system, and extensive rapid rail and bus routes enable workers to access a wide range of employment options.

Property The median property value in College Park, GA is \$155,500, and the homeownership rate is 26.2%. As of 2016, College Park had 7,936 housing units, with many new developments currently in progress.

Unemployment Rates: State of Georgia – 4.1% • Fulton County – 3.7%

The City was incorporated in 1895. It is located approximately nine minutes and seven miles south of Atlanta's downtown business district. College Park enjoys access to Interstate Highways 1-85, I-285, U.S. Highway 29, adjacent to, and adjoining the Midfield Terminal Complex of Hartsfield-Jackson Atlanta International Airport.

The City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is authorized by State Statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the governing Council.

SCOPE OF SERVICES

The successful consulting firm will be expected to accomplish the following:

- A. Work with the City Council to develop a candidate profile that meets the City's desired qualifications and experience;
- B. Using the agreed-upon candidate profile, the firm shall recommend to the City Council a salary range for the position, an advertising plan to attract a diverse pool of qualified candidates, and a timetable for the recruitment;
- C. Advertise the position nationwide to attract a diverse pool of qualified candidates;
- D. Take receipt of all resumes and other applicable documents from candidates;
- E. Conduct in-depth reviews of candidates' credentials using criteria established from a stakeholder meeting/hearing, including the Council and interested members of our community;
- F. Select the most qualified, skilled, and articulate candidates for the Council to review and provide a written report summarizing results and the identification of up to ten candidates for consideration;
- G. Arrange for and/or conduct finalist(s) professional background investigation(s);
- H. Advise the Council on interview strategies, techniques, questions, etc. as needed;

- I. Assist with employment negotiations if requested or as deemed necessary;
- J. Disclose any previous relationships between the firm and all candidates being considered;

RESPONSE REQUIREMENTS

A. Background

- a. Detail of the search firm's experience with public sector recruitment and contract development, particularly for the position of City Manager;
- b. Background, experience, and qualifications of personnel that will be assigned to College Park's recruitment effort including specific searches and references;
- c. Sample work products such as recruitment brochures, candidate questionnaire, candidate reference and background reports, and actionable work plans developed to assist with evaluation after hire;
- d. Disclosure listing previous relationships between employees, the firm, and members of the City Council or City of College Park staff;

B. Schedule

Include a tentative schedule for each phase of the process including recruitment profile development (with input from stakeholders), executive search, candidate background evaluations (screening process), identification of candidates, etc. In addition, the consultant should provide detail of its current engagements and confirm its ability to focus on our recruitment.

C. Sample Template

Provide a sample template for the presentation of applicant resumes to members of the Council and the public emphasizing uniformity in format and organization.

D. References

Provide a list of four client references for executive search work performed within the previous five years.

E. Unsuccessful Recruitment or Candidate Dismissal/Resignation

Provide written detail of how the consulting firm approaches both an unsuccessful recruitment and the premature (within 2-years of appointment) dismissal for cause or resignation of identified candidate.

F. Professional Fees and Charges

- G. In a separate and sealed envelope, marked "Budget Proposal" indicate the total not-to-exceed cost for the performance of this executive search including fees, and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are firm's sole responsibility. Payment terms shall also be included in this envelope.

EVALUATION CRITERIA

The proposals shall be evaluated based on the following criteria:

Criteria	Total Points Allowed
Responsiveness to the provisions of this RFP	10
Thoroughness of proposal and clarity of services to be provided	15
Prior successful recruitments	15
Qualifications and experience of the individuals assigned to this engagement	15
Schedule/Availability	15
Reference contact information	15
Cost of services	15
<hr/> Total Points: 100	

SELECTION PROCESS

The Director of Human Resources and Purchasing Administrator/Fleet Manager will review all responses submitted in reference to this RFP and determine the qualification(s) of the proposer.

The recommended consulting firm will be invited to discuss with the City Council during an open to the public meeting. At such time, the Council will gather additional information to assist in their selection.

If invited to participate in an interview, the consulting firm will bear all responsibility for costs associated with the visit, including travel and other associated fees (if necessary).



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9001

DATE: August 6, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Melissa Echevarria, Director of Public Works

RE: Annual Bulk Unleaded and Diesel Fuel Purchase

PURPOSE: To establish an annual contract for the purchase of unleaded and diesel fuel used by all City departments for the purpose of fueling vehicles and equipment.

REASON: To allow the City to have an on-call vender to delivery unleaded and diesel fuel to the fueling station located at 2233 Harvard Avenue.

RECOMMENDATION: Mayor and City Council approve the lowest bidder Petroleum Traders Corporation as the City's annual fuel supplier in the amount of \$2.397/gal for unleaded and \$2.517/gal for diesel fuel at an estimated combined annual cost of \$510,985.00. In the event of an emergency or security breach, I am recommending the second lowest bidder Southern Petroleum Resources as a secondary alternative source in the amount of \$2.443/gal for unleaded and \$2.547/gal for diesel fuel.

BACKGROUND: The Department of Public Works through the Purchasing Department solicited bids through the RFP process to acquire a qualified vendor to supply the City with unleaded and diesel fuel, as needed. Fuel prices are based on the weekly average Oil Price Information Service (OPIS) for the Atlanta area plus the vendors mark-up per gallon.

COST TO CITY: \$510,985.00, this cost is based on estimated annual usage for unleaded and diesel fuel used by all departments.

BUDGETED ITEM: Yes, all City departmental budgets Account #-53-7000-Gas and Oil.

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: August 16, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: City department Heads.

ATTACHMENTS:

- Agenda Memorandum - 2021-9001 - ITB – CITY FUEL SUPPLY DISTRIBUTOR - 070721 (PDF)
- ITB – CITY FUEL SUPPLY DISTRIBUTOR - Specs (PDF)

Review:

- Melissa Echevarria Completed 08/03/2021 1:08 PM
- Purchasing Completed 08/03/2021 1:21 PM
- Rosyline Robinson Completed 08/06/2021 2:09 PM
- Finance Completed 08/11/2021 12:18 AM
- Mercedes Miller Completed 08/11/2021 10:56 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-9001

DATE: AUGUST 3, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: ITB - CITY FUEL SUPPLY DISTRIBUTOR - 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: City Fuel Supply Distributor

Budgeted item(s): Yes

Recommendations: Petroleum Traders Corp and Southern Petroleum Resources are both recommended as most responsive for this service.

Explanation of recommendation:

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 8, 2021 thru July 7, 2021 at 9:30 am.

212 fuel distributor representatives were contacted for this bid, however; the City only received four (4) proposals.

The official Zoom (virtual) bid open was scheduled for Wednesday, July 7, 2021 at 10:00 am with representative from Petroleum Traders Corp and Colonial Oil Industries 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/99690146102?pwd=U3gwMU9saElRbWQyWVRzWjkvaFRNdz09>

Meeting ID: 996 9014 6102 - Passcode: 803116



CITY OF COLLEGE PARK

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Bid Tabulation

ITB – CITY FUEL SUPPLY DISTRIBUTOR – 070721

Petroleum Traders Corp	Regular Unleaded Gasoline	No. 2 Ultra Low Sulfur Diesel	Identified Minority Class
Average reference base price per gallon of the brand to be supplied for the week of <u>June 28</u> , 2021, as listed in the Oil Price Information Service (OPIS) retail report for Atlanta, Georgia.	\$2.3972 (Per Gallon Bid)	\$2.5179 (Per Gallon Bid)	Y (MV)

Southern Petroleum Resources	Regular Unleaded Gasoline	No. 2 Ultra Low Sulfur Diesel	Identified Minority Class
Average reference base price per gallon of the brand to be supplied for the week of <u>June 28</u> , 2021, as listed in the Oil Price Information Service (OPIS) retail report for Atlanta, Georgia.	\$2.443 (Per Gallon Bid)	\$2.547 (Per Gallon Bid)	Y (AABE)

Colonial Oil Industries	Regular Unleaded Gasoline	No. 2 Ultra Low Sulfur Diesel	Identified Minority Class
Average reference base price per gallon of the brand to be supplied for the week of <u>July 5</u> , 2021, as listed in the Oil Price Information Service (OPIS) retail report for Atlanta, Georgia.	\$2.4710 (Per Gallon Bid)	\$2.5768 (Per Gallon Bid)	N



CITY OF COLLEGE PARK

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Boswell Oil Co	Regular Unleaded Gasoline	No. 2 Ultra Low Sulfur Diesel	Identified Minority Class
Average reference base price per gallon of the brand to be supplied for the week of <u>July 5, 2021</u> , as listed in the Oil Price Information Service (OPIS) retail report for Atlanta, Georgia.	\$2.5984 (Per Gallon Bid)	\$2.6965 (Per Gallon Bid)	N

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 CONTRACTUAL SERVICE

ITB – CITY FUEL (SUPPLY) DISTRIBUTOR - 070721

The City of College Park is accepting **sealed proposals** from qualified vendors for **CITY FUEL (SUPPLY) DISTRIBUTOR**. Proposals will be received no later than **WEDNESDAY, JULY 7, 2021 at 9:30 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking "related 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) Reference : City Fuel (Supply) Distributor	June 29, 2021	12:00 pm (EST)
Addendum(s) published	July 2, 2021	4:00 pm (EST) Deadline
Open Sealed Bids	July 7, 2021	11:00 am (EST)

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

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



PURPOSE SCOPE OF WORK

GENERAL PURPOSE

The City Of College Park (“City”) is seeking a qualified fuel (supply) distributor to deliver and refuel the City’s regular unleaded gasoline tank and No. 2 Ultra Low Sulfur diesel fuel tank.

The fuel distributor point of contact(s) should receive daily/weekly OPIS pricing via email. The City of College Park pays on a NET 30 term and will not deviate from the payment processing.

SCOPE of WORK

1. Delivery and refueling of the City's unleaded gasoline and diesel fuel, at minimum once monthly:
 - a. Below ground fuel tanks,
 - b. Regular unleaded tank capacity: 15,000 gal,
 - i. Minimum delivery: 8,500 gal
 - c. No. 2 Ultra Low Sulfur diesel tank capacity: 12,000 gal,
 - i. Minimum delivery: 7,500 gal
 - d. All full transport loads,
 - e. Must be able to deliver fuel within 48 hours from time an order was placed,
2. Unleaded gasoline shall be 87-octane, containing a maximum of ten (10) volume percentage ethanol, and meet the Applicable Fuel Specification for the 45-County Atlanta Fuel Control Area (GA-LS-A/ RVP9). In addition to, the most recent American Society for Testing and Materials (ASTM) 04814, or latest edition standard specifications for automotive gasoline. The anti-knock index (RON + MON/2) must comply with ASTM 04814.
3. Diesel fuel shall be all-purpose ultra-low sulfur No. 2 diesel fuel to be used in all types of diesel engines. The diesel fuel shall comply with ASTM D-975 Grade No. 1-D S15 with al 5 ppm sulfur (maximum). Diesel fuel Cetane rating shall be 45 and not be lower than 40. Cetane rating shall be computed using the ASTM D-976 method.
4. Pricing shall include taxes, standard freight, and any applicable pump fees.
5. Term of contract shall be for three years with an annual renewal option.

All references within this price proposal to a fixed discount off the pump price at the time of sale shall remain firm for the duration of any resulting agreement.

INSURANCE REQUIREMENTS

The bidder shall carry Commercial General Liability insurance in the amount specified below, including the contractual liability assumed by the bidder throughout the term of the agreement. Insurance shall be in such form as will protect the vendor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may

arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

The bidder’s insurance must cover the accidental discharge of fuel during the course of performance of this contract.

Commercial General Liability:

- A. Bodily injury or Property Damage - \$5,000,000 Occurrence / \$5,000,000
- B. Aggregate Automobile and Truck Liability (including owned, non-owned, and hired car coverage)
- C. Bodily injury or Property Damage - \$1,000,000 Combined Single Limit
- D. Workers Compensation & Employers Liability - \$1,000,000 for all people employed by the vendor to perform work on this project.

Insurance coverage is subject to approval by the City Department of Human Resources and Risk Management

FORCE MAJEURE

Neither party shall be held to be in breach of agreement resulting from this bid because of any failure to perform any of their obligation(s) hereunder if said failure is the result of any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**CITY OF COLLEGE PARK
FUEL REQUIREMENTS**

Item	Type of Fuel	Estimated Annual Gallons (Based on 12 Months Usage)
1	Regular Unleaded Tank Capacity: 15,000 gal	125,000
2	No. 2 Ultra Low Sulfur Diesel Tank Capacity: 12,000 gal	80,000
	<i>Total Estimated Annual Fuel Usage</i>	205,000

*Estimated gallons based on past historical data; however, there are no guarantees of future use.

GASOLINE PURCHASE AGREEMENT

Subject to the terms and conditions contained in this Purchase Agreement (“Agreement”), the City of College Park (“Purchaser”) agrees to purchase, and _____ (“Seller”) agrees to sell, the following product(s) at the price and in the quantities as set forth in this Agreement. Seller and Purchaser may be referred to individually as a “Party” and collectively as “Parties”:

Regular Unleaded Gasoline

Price/gal: \$ _____
Estimated Volume: _____ /gallons

No. 2 Ultra-Low Sulfur Diesel

Price/gal: \$ _____
Estimated Volume: _____ /gallons

The agreed-upon price is fully described on the Proposal Cost Sheet for ITB-CITY FUEL SUPPLY DISTRIBUTOR - 080321 attached hereto and incorporated herein as Exhibit A. Prices include all taxes, fees, and delivery costs. Purchaser is exempt from federal excise and Georgia sales tax on gasoline and diesel fuel.

Delivery shall be from:
(agreed upon after award) TBD

Delivery Location: 2233 Harvard Avenue, College Park, Georgia 30337

Contract Term(s): This Agreement begins on the date it has been executed by both Parties and, unless terminated earlier as provided for in Sections 8 or 15 herein, ends one year from the date of such execution.

Purchaser’s Credit Terms: All payments shall be made in United States dollars

SCHEDULED DELIVERIES

Purchaser shall notify Seller of the date on which a delivery is to be made and the number of gallons to be delivered. In the event Purchaser fails to take a scheduled delivery of any, portion of the product during the Delivery Period, through no fault of Seller, and does not take delivery within five (5) days of the scheduled date:

- (i) Purchaser agrees to immediately pay to Seller the positive amount, if any, resulting from the price for the Product set forth in the Agreement minus the then current market price for the Product for the undelivered quantity of Product; and
- (ii) Seller agrees to (immediately) pay to Purchaser the positive amount, if any, resulting from the then current market price for the product minus the price for the product set forth in this Agreement for the undelivered quantity of product.

- (iii) If Seller fails to make a scheduled delivery of any portion of the product to purchaser during the Delivery Period, through no fault of Purchaser and does not make delivery within five (5) days of the scheduled date. Seller agrees to (immediately) pay Purchaser the positive amount, if any, resulting from the then current market price for the product minus the price for the product set forth in this Agreement for the undelivered quantity of Product.

ACCOUNT RECONCILIATION

No later than sixty (60) days after the date of the last delivery under this Agreement, Seller shall provide Purchaser with an account reconciliation showing the number of contracted gallons (as reflected in the Schedule) that Purchaser has not lifted or Seller has not delivered, if any, that have not been accounted and paid for. Any unused or undelivered contracted gallons will be billed to Purchaser if there is a loss and credited to Purchaser if there is a gain, as determined using then current market prices.

PAYMENT TERMS

All invoices are payable forty-five (45) days from date of delivery of the Product. Payment may be made by check, warrant or electronically using a method agreed to by the Parties. All undisputed amounts not paid by the forty-sixth day after the date of delivery of the Product shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower, and shall be payable with all costs of collection, including, without limitation, Seller's attorneys' fees.

If Purchaser disputes an invoice, it shall pay the undisputed portion and shall provide Seller with an explanation of the dispute. Upon resolution of the dispute, any amount subsequently found to be owed to Seller shall be paid by Purchaser with interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower, within five (5) business days of resolution of the dispute.

DEFAULT AND REMEDIES

For purposes of this Agreement, a default by a Party means:

- (i) the making of any materially false or inaccurate representation in this Agreement which the Party does not cure after at least ten (10) business days written notice;
- (ii) the failure to materially observe or comply with any provision or covenant in this Agreement which the Party does not cure after at least ten (10) business days written notice;
or
- (iii) a repeated failure (defined to be 4 or more times) to make or accept a scheduled delivery of the Product.

In the event of a Party's default, the non-defaulting Party may terminate this Agreement by providing at least ten (10) days written notice of its intent to terminate and may seek all legal and equitable remedies permitted by law including, without limitation, all rights provided by Article 2

of the Uniform Commercial Code as modified hereby. The non-defaulting Party may also seek its attorneys' fees, costs and expenses incurred in connection with the other Party's default.

In addition, in the event any undisputed invoice is not paid when due, Seller, at its option, may suspend or condition further delivery of the Product, provided that Seller gives Purchaser written notice advising that Seller has not received payment and intends to suspend or condition further delivery as a result of such nonpayment, and Seller fails to pay the amount due on or before the ninth (9th) day after such notice is given, in which event all undisputed and past due balances shall become immediately due and payable. Each Party shall have the obligation to take commercially reasonable action to mitigate its damages.

Upon the occurrence of any default, the non-defaulting Party may set off against the indebtedness any amounts owing by the non-defaulting Party to the defaulting Party, whether or not those amounts are immediately payable. Upon an event of default by Purchaser, Seller shall have the right to require Purchaser to make available the Product, the right to take possession of the Product with or without demand and with or without process of law, and the right to sell and dispose of the Product.

SELECTION of PRODUCTS

Determination of the suitability of any Product for the contemplated use is the sole responsibility of Purchaser and no liability shall be imposed upon Seller in connection therewith. Purchaser agrees to assume all risk and liability for, and, to the extent permitted by law, indemnify and hold Seller harmless against, any and all loss, damage, or injury to persons or property, of Purchaser or others, arising out of the ownership, use, custody, control, or disposition of the Product by Purchaser, Purchaser's agents or employees, or by any third parties under Purchaser's control.

RISK OF LOSS and TITLE

Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.

DISCLAIMER of WARRANTIES

Seller warrants that the Product delivered to Purchaser will conform to the description on the first page of this Agreement (and related specifications). This is Seller's sole warranty regarding the quality of the Product.

Seller makes no other warranties of any kind; either express or implied, with regard to any items purchased or services supplied. All implied warranties of merchant ability or fitness for a particular purpose are disclaimed and specifically excluded.

LIMITATION of LIABILITY

Unless an express remedy is provided in this agreement, the liability of each party to the other party is limited to direct actual damages.

- A. To the extent permitted by law, seller shall indemnify and hold harmless the owner and its agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, 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 therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- B. To the extent permitted by law, purchaser agrees to indemnify and hold seller harmless from any claims or liability arising from use of the product by purchaser, whether singly or in combination with other substances.
- C. Further, to the extent permitted by law, neither party shall be liable to the other party for damages, whether arising from performance of obligations under this agreement, tort (including negligence), or otherwise for loss of anticipated profits, loss by reasons of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage.

DEFECTS

Purchaser shall, within thirty (30) days after delivery of the Product, notify Seller of any alleged defect in the Product, or the failure of the Product to conform to any specifications.

If, following such Notice, Seller and Purchaser agree that there exists such a defect or failure to conform due to the fault of Seller, then, at Seller's option:

- (i) The defective Product shall be returned, at Seller's expense, to Seller, properly safeguarded against normal transit hazards as Seller may require, for replacement by Seller, or
- (ii) Purchaser and Seller shall negotiate an agreed amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Purchaser's failure to notify Seller of any such claimed defect or failure to conform within the thirty (30) day period shall constitute Purchaser's complete waiver of any such claim with respect to defects or nonconformance, and Purchaser's release and covenant not to sue Seller with respect to such claim.

TERMINATION for CONVENIENCE

Purchaser may for any reason whatsoever terminate performance under this Agreement, for convenience. Purchaser shall give written notice of such termination to Seller specifying when termination becomes effective.

ACCEPTANCE

Acceptance of delivery of the Product shall constitute irrefutable evidence of Purchaser's agreement to the terms and conditions contained in this Agreement.

AUTHORITY

No agent, employee, or representative of Seller or Purchaser has any authority to bind either Party to any affirmation, representation, or warranty concerning the Product or this Agreement unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing in these terms and conditions or as an amendment thereto.

NOTICE

Any notice, designation, consent, delivery, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement (“Notice” or in the verb form “Notify”) shall be in writing. Any action required under this Agreement that is a term within the definition of “Notice” also shall be in writing. All notices required in this Agreement shall be deemed effective if made in writing and delivered to the recipient’s address listed on the first page of this Agreement by any of the following means:

- (i) hand delivery,
- (ii) registered or certified mail, postage prepaid, with return receipt requested,
- (iii) first class or express mail, postage prepaid, or (iv) overnight courier service. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

INTERPRETATION, MODIFICATION and ADDITIONAL TERMS

Seller and Purchaser as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement intend the terms and conditions contained in this Agreement. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of these terms and conditions, even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. These terms and conditions can be modified or rescinded only by a writing signed by duly authorized agents of both Seller and Purchaser. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Party’s purchase order, acknowledgement form, confirmation, or other document issued by a Party which conflict with these terms and conditions or increase either Party’s obligations hereunder, are rejected and shall not be binding upon the Parties unless specifically identified and accepted in writing by a duly authorized agent of both Parties.

DELEGATIONS and ASSIGNMENT

No delegation of any obligation owed by a Party, or of the performance of any obligation by a Party, shall be made without the written consent of the other Party. A Party may not assign its rights and obligations under this Agreement without the other Party’s written consent, which shall not be unreasonably withheld. Any delegation or assignment without the other Party’s written consent is void.

WAIVER

No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

TAXES

Purchaser represents that it is a local governmental entity that is exempt from sales, excise and usage taxes. Purchaser shall pay all federal, state, or local taxes or charges relating to the sale, delivery, or use of the Product from which it is not exempt. Purchaser shall be responsible for all taxes whether existing at the time of execution of this Agreement or subsequently imposed. In instances where Purchaser asserts exempt status from such taxes, Seller is under no obligation to verify such status and Purchaser shall indemnify Seller pursuant to paragraph 8 in the event that it is determined that Purchaser is or was not exempt from such taxes.

APPLICABLE LAW and VENUE

This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Georgia. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the Georgia or Federal courts having subject matter jurisdiction and located in the county of Purchaser.

RESPONSIBILITY TO WARN and REPORT

At and after title passes to Purchaser, Purchaser assumes all responsibility for warning Purchaser's personnel and any third parties on the premises of all hazards to persons and property. Purchaser also assumes the responsibility to warn and protect Purchaser's employees and others exposed to the hazards posed by Purchaser's storage and use of the Product. It is the responsibility of both Parties to comply with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA, also known as Title 111 of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 111)) resulting from the presence of the chemicals supplied under this Agreement.

FORCE MAJEURE

If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation affecting all companies similar to Seller, either Party ("Claiming Party"), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages for failure to so comply.

PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Seller shall participate in the federal work authorization program throughout the contract period, as provided in OCGA 13-10-91. Seller shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the 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 the affidavit.

MISCELLANEOUS

- A. **Binding Agreement:** Subject to Section 20, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.
- B. **Invalid Provision/Severability:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- C. **Amendments:** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.
- D. **Attorney's Fees:** In the event of any litigation regarding the construction, enforcement, or validity of this Agreement, in addition to any other relief, the prevailing Party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.
- E. **Headings:** The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.
- F. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one (1) and the same document.
- G. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.
- H. **Time of Essence:** Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.
- I. **Computation of Time:** In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Georgia law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.
- J. **Authority to Sign:** Each person signing this Agreement in a representative capacity on behalf of a Party warrants and represents to each other Party that (i) he has the actual authority and power to so sign, and to bind his principal to the provisions of this Agreement,

and (ii) all entity action necessary for the making of this Agreement has been duly taken. Either Party represents and warrants to the other Party that it has complied with all rules, regulations and laws relating to its authority to execute and perform the obligations under this Agreement.

- K. **Execution by Facsimile:** The Parties agree that they may transmit this Agreement for execution by electronic facsimile transmission. The Parties intend that facsimile or imaged signatures on this Agreement shall be deemed an original and be binding on them. However, if a Notice is transmitted by facsimile, the Notice shall not be deemed given in accordance.
- L. **Support:** Seller shall maintain a telephone contact for customer service support for Purchaser. Purchaser may call _____ for customer support and Seller shall notify Purchaser of any new customer support telephone number.
- M. **Survival:** Expiration of this Agreement or termination by either party shall not affect the rights and obligations of the parties that accrued prior to expiration or the effective date of the termination. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.

Purchaser	Seller
Purchased By: Name/Title – please print)	Account Executive’s Signature
Authorized Signature: (Signer authorized to bind Purchaser to this agreement)	Approved by Corporate Officer
Date	Date

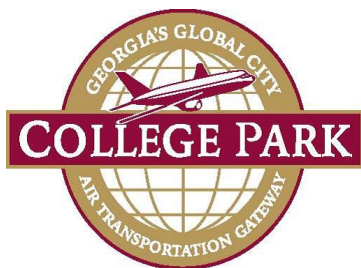
PROPOSAL COST SHEET

The unit price bid on regular unleaded gasoline and No. 2 Ultra Low Sulfur diesel fuel shall include:

- A. All taxes College Park will be responsible for as a municipality in the state of Georgia,
- B. All prices should include (standard) delivery cost,
- C. The City of College Park is exempt from Federal Excise,
- D. The City of College Park is exempt from Georgia Sales,

	Regular Unleaded Gasoline	No. 2 Ultra Low Sulfur Diesel
Average reference base price per gallon of the brand to be supplied for the week of _____, 2021, as listed in the Oil Price Information Service (OPIS) retail report for Atlanta, Georgia.	\$ _____	\$ _____
Mark-Up Per Gallon	\$ _____	\$ _____
Per Gallon Bid	\$ _____	\$ _____
Minimum Delivery	8,500 Gallons	7,500 Gallons

**Exemption certificates will be issued to successful bidder upon their request.*



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8981

DATE: August 6, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Melissa Echevarria, Director of Public Works

RE: Street Resurfacing (FY-2021)

PURPOSE: To mill and resurface Walker Ave, Frontage Road, Hawthorne Ave, under the Georgia Department of Transportation (GDOT) 2021 Local Maintenance & Improvement Grant Program (LMIG).

REASON: On January 1, 2021 Mayor and City Council approved the 2021 LMIG project list of streets to be submitted to GDOT for consideration under their grant resurfacing program. From that list the Public Works Division recommends these three streets be selected to be milled and resurfaced under the Georgia Department of Transportation (GDOT) 2021 Local Maintenance & Improvement Grant Program (LMIG).

RECOMMENDATION: Mayor and City Council approve Mullins Brothers Paving Contractors lowest bidder, in the amount of \$ 253,220.00 to mill and resurface Walker Ave, Frontage Road, Hawthorne Ave. The City has received a grant amount of \$163,782.19 from (GDOT). There is \$150,000 budgeted in FY 2021 for a total of \$ 313,782.19 to be applied towards street resurfacing.

BACKGROUND: The Georgia Department of Transportation has awarded the City of College Park a formula amount of \$ 163,782.19 The City will be responsible for a 30% match of the awarded amount of \$49,134.66. The amount budgeted covers the match plus the additional funds needed to complete the listed projects.

YEARS OF SERVICE: 5

COST TO CITY: \$ 89,437.81

BUDGETED ITEM: Yes, budgeted in Highways & Streets Account # 100-4200-52-5751

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: August 16, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: No

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: No

STAFF: Highways & Streets

ATTACHMENTS:

- 2021 LMIG Resurfacing Project List Mayor and City Council (XLSX)
- Agenda Memo ID #2021-8981 - RFP – LMIG STREET RESURFACING 2021 - 072121 (PDF)
- RFP – LMIG STREET RESURFACING 2021 - Specs (PDF)

Review:

- Melissa Echevarria Completed 08/03/2021 1:18 PM
- Rosyline Robinson Completed 08/03/2021 3:34 PM
- Purchasing Completed 08/02/2021 2:56 PM
- Finance Completed 08/11/2021 12:17 AM
- Mercedes Miller Completed 08/11/2021 10:59 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

**CITY OF COLLEGE PARK, DEPARTMENT OF PUBLIC WORKS
2021 LOCALMAINTENANCE IMPROVEMENT GRANT
RECOMMENDED STREET LIST**

Project	Location	From	To	Ward	Year Resurfaced	County
1	Walker Ave	College Street	Main Street	1	1997	Fulton
2	Frontage Road	Potomac Drive	Camp Creek Pkwy	2	1997	Fulton
3	Hawthorne Ave	East Main Street	Madison Street	3	1977	Fulton
				Total	253,220.00	



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8981

DATE: AUGUST 2, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP - LMIG STREET RESURFACING 2021 - 072121
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: LMIG Street Resurfacing 2021

Budgeted item(s): This project LMIG funded and City budgeted for the current fiscal

Recommendations: Mullins Brothers Paving is recommended at \$253,220.00 as most responsive to the City for a resurfacing project

Explanation of recommendation:

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 22, 2021 thru July 21, 2021 at 9:30 am.

783 representatives were contacted for this bid, however; the City only received four (4) proposals.

The official Zoom (virtual) bid open was scheduled for Wednesday, July 21, 2021 at 10:00 am with Mullins Bro. Paving, HEH Paving, and Steward Bros logged into the meeting.

Raymond Cotton represented the City for the bid open.

Join Zoom Meeting

<https://zoom.us/j/93578946905?pwd=UIQxNmdtOFczRjBMUINUL3RhcjZmQT09>

Meeting ID: 935 7894 6905 ~ Passcode: 201685



CITY OF COLLEGE PARK

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Bid Tabulation

RFP – LMIG STREET RESURFACING 2021 - 072121

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Mullins Bro. Paving	365,970.00	N	N	Y
2	HEH Paving	392,516.77	Y (AABE)	N	Y
3	Onsite Paving, Sealcoating	423,933.88	N	N	N
4	Stewart Bros.	499,905.00	N	N	Y

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 CONTRACTUAL SERVICE

RFP – LMIG STREET RESURFACING 2021 - 072121

The City of College Park is accepting **sealed proposals** from qualified vendors for **LMIG STREET RESURFACING 2021**. Proposals will be received no later than **WEDNESDAY, JULY 21, 2021 at 9:30 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking "related 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: LMIG Street Resurfacing 2021	July 13, 2021	12:00 pm (EST)
Addendum(s) published	July 16, 2021	4:00 pm (EST) Deadline
Open Sealed Bids	July 21, 2021	10:00 am (EST)

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

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



PURPOSE SCOPE OF WORK

GENERAL PURPOSE

The City of College Park is looking for a general contractor to complete to provide professional contractual services for the Department of Public Works, Highways and Streets Division for street resurfacing.

Any problems encountered with equipment or materials or labor shall be corrected by the contractor at “NO” additional expense to the City of College Park. All resurfacing projects shall also be warranted for one (1) year after completion. The City reserves the right to select all or a portion of the streets listed on available funding. (See 2021 LMIG Street Map List)

SCOPE of WORK

Proposals for street resurfacing work for four (4) locations with the following specification:

1. For resurfacing, clean, tack each listed street with 1.5 inches thick layer of 12.5 mm super pave topping material, per each individual as identified street specification at a total lump sum cost;
2. For milling, mill 1.5 inches or 2 inches of existing pavement to restore proper grade and or transverse slope, for the 12.5 mm/ 9.5mm super pave topping material with lime, per each individual as identified per street list specification at a total lump sum cost;
3. Estimate price to include, Decal lanes, Excel lanes, turning lanes, all intersections full width curb to curb, all Turnout 50 ft., and any additional City Parking Spaces, if applicable as identified on the street resurfacing list specification for the entire length of the project at a total lump sum cost;
4. Estimate price to include, Restripe linear road markings to be included in estimated price, Center line, turn arrows, and stop bars, on each resurfacing project; this should be included in the lump sum price. Linear lines shall be painted with Reflective beads. Thermo-plastic material to be used for all turn’s arrows, stop bars, and crosswalks, Edge lines, words symbol, Bike lanes;
5. All warning and advance signs are to be in place within 24 hrs. In advance alerting motorist and the Citizens of College Park that a street resurfacing activities will be take place Begin and End Date at all times. Temporary reflective tape shall be use on each individual listed street until permeant striping is completed;
6. Have designated certify flagging personnel present on site at during entire project actively directing traffic if needed;
7. Contractor must provide a 24 hours clean-up service when each project is completed;
8. All drainage structures within the limits of each project listed will be maintained throughout the duration of the project. Any debris that falling into drainage structures as a

result of resurfacing or milling operation will be cleaned out at no additional cost to the City of College Park.

9. City will locate and identify all manholes and water values
10. An inspection will be done by the City of College Park Public Works Division

PREVIOUS QUESTIONS and ANSWERS

1. How is it determined which roads will be paved?
 - a. **Public Works Division Highways and Street, makes the determination.**
2. Who is responsible for raising and lowering manholes / water valves after work is completed?
 - a. **The City of College Park Water/Sewer Division will complete this process.**
3. What are the project work hours?
 - a. **Project Work hours are from:**
 - i. **Monday thru Friday 7:00 am – 5:00 pm (only)**
 - ii. **No weekends and night work allowed**
4. Are there any lane restrictions?
 - a. **Yes, one side of the roadway at a time.**
5. What type of material are we using?
 - a. **GDOT specification./12.5mm Super pave or (Perma Pave Flex) if required**
6. How are divided section roadway calculated?
 - a. **Up one side and down the other side.**
7. Is center lane striping to be add?
 - a. **Yes, per package specification**
 - b. **Replace what you remove or cover up**
8. Are there any restrictions regarding railroad tracks?
 - a. **No, unless specified in resurfacing package**
 - b. **5 ft off set from railroad crossing**
9. How long after milling, can paving begin?
 - a. **We prefer same day or within 24-hours**
10. How is mile/length determined?
 - a. **Contractor will provide estimate of mile/length of street.**
11. What is the contract completion date?
 - a. **The contract completion date should within 30-days after start date (awarded)**
12. Will the contractor be required to mill and repave or repave the turnouts?
 - a. **Yes**
 - b. **The contractor is required to mill and pave all turnouts**
13. Can warning signs be temporary installed instead of mounting on post?
 - a. **Yes**
 - b. **As long as the traveling public and motorists can see all visible signage.**
14. Are we required to have police offices at all intersections?
 - a. **This depends on traffic volume and per discussion within awarded contractor.**
15. On some of the streets, it appears like striping should be required because it is not visible. Can College Park give the contractor a list of striping required or do we just replace what is present?

- a. Contractor should add stripping in their bids price per listed street as per package specification requirement.

QUOTE SHEET

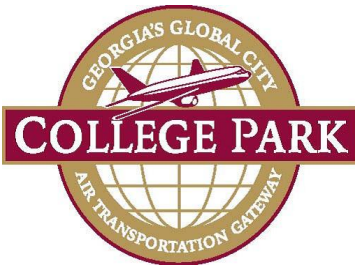
Bidding Company:

Company Rep:

Project Name: LMIG - Street Resurfacing 2021

Road Name	Beginning	Ending	Length (miles) <i>Contractor Provide Measurement</i>	Scope of Work	Mill	Perma Pave	12.5 MM Super Pave	Lump Sum Price
Walker Ave	College St	Main Street		Mill/Inlay	1½"	No	1½"	
Frontage Rd	Paul D. West Dr	Camp Creek Pkwy		Mill/Inlay	2"	1"	1" (9.5mm)	
Hawthorne Ave	East Main St	Madison St		Mill/Inlay	1½"	No	1½"	
Yates Road	College Park City limits	Janice Dr		Mill/Inlay	1½"	No	1½"	

Lump Sum Grand Total:



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9007

DATE: August 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Melissa Echevarria, Director of Public Works

RE: 2022 Local Maintenance Improvement Grant (LMIG)

PURPOSE: To submit the City's application and resurfacing project list of streets to The Georgia Department of Transportation (GDOT) for consideration under the 2022 Local Maintenance & Improvement Grant Program (LMIG).

REASON: GDOT requires local governments to submit a list of resurfacing projects during the application period to be eligible to receive funding through their 2022 (LMIG) program.

RECOMMENDATION: Mayor and City Council approve the City's 2022 LMIG Street Resurfacing Project List for submittal to The Georgia Department of Transportation.

Location	From	To	Ward
Parkview Drive	Rugby Ave	Parkview Cir	1
Cambridge Ave	College Street	Main Street	1
Best Road	West Point Ave	Sullivan Road	2
Sullivan Road	Old National Hwy	College Park City Limit	2
West Point Ave	Lee Street	Best Road	3
Temple Ave	East Main Street	Madison Street	3
Lafayette LA	York Road	Janice Drive	4
Yates Road	City Limits	Janice Drive	4

BACKGROUND: The City received notification from GDOT regarding their acceptance of application from municipalities to participate in 2022 LMIG Grant Program. The Department of Public Works has commenced the process of completing all necessary documents for submittal. The deadline for submittal is February 1, 2022.

YEARS OF SERVICE: 5

COST TO CITY: To be determined based on bid prices received during the Request for Proposal process.

BUDGETED ITEM: Yes, Capital Improvement Account Line Item # 100-4200-54-7840-Streets.

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: August 16, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: No

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: No

STAFF: Highways and Streets

ATTACHMENTS:

- 2022 LMIG Resurfacing Project List Mayor and City Council (XLSX)

Review:

- Melissa Echevarria Completed 08/03/2021 1:37 PM
- Rosyline Robinson Completed 08/06/2021 2:11 PM
- Mercedes Miller Completed 08/11/2021 10:55 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

**CITY OF COLLEGE PARK, DEPARTMENT OF PUBLIC WORKS
2022 LOCALMAINTENANCE IMPROVEMENT GRANT
RECOMMENDED STREET LIST**

Project	Location	From	To	Ward	Year Resurfaced	County
1	Parkview Drive	Rugby Ave	Parkview Cir	1	1979	Fulton
2	Cambridge Ave	College Street	Main Street	1	1979	Fulton
3	Best Road	West Point Ave	Sullivan Road	2	1990	Fulton
4	Sullivan Road	Old National Hwy	College Park City Limi	2	1990	Fulton
5	West Point Ave	Lee Street	Best Road	3	1987	Fulton
6	Temple Ave	East Main Street	Madison Street	3	1979	Fulton
7	Lafayette LA	York Road	Janice Drive	4	1992	Fulton
8	Yates Road	City Limits	Janice Drive	4	1997	Fulton



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9015

DATE: August 6, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michael Hicks, Chief Information Officer

RE: QScend I-Notify Renewal

PURPOSE: To renew our Citizen Response Software. This is our annual renewal for our See Something Say Something Software called I-Notify. Our Citizen Response System.

REASON: Our Citizen Response software keeps our City clean and alert City Staff if they encounter a problem.

RECOMMENDATION: To approve renewal.

BACKGROUND: QScend is our Citizen Response system.

YEARS OF SERVICE: 1

COST TO CITY: \$12,629.00

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 16, 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: Chief Information Officer/Michael Hicks

ATTACHMENTS:

- QScend Invoice_INV212249_1628104805057 (PDF)

Review:

- Michael Hicks Completed 08/05/2021 9:43 AM
- City Attorney's Office Completed 08/05/2021 3:17 PM
- Rosyline Robinson Completed 08/06/2021 2:30 PM
- Finance Completed 08/11/2021 12:02 AM
- Mercedes Miller Completed 08/11/2021 10:58 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM



QScend
231 Bank Street
2nd Floor
Waterbury CT 06702
United States

Bill To

College Park City Hall
Attn: Terrence R. Moore, City Manager
3667 Main St.
College Park GA 30337
United States

Invoice

#INV212249

PO#

6/30/2021

TOTAL

\$12,629.00

Due Date: 7/30/2021**Terms**

Net 30

Due Date

7/30/2021

Quantity	Item	Amount
1	SaaS - QAlert & Branded App - 8/1/21 - 7/31/22	\$11,880.00
1	QScend Academy - Online Subscription Renewal - 8/1/21 - 7/31/22	\$749.00

Please make checks payable to QScend & remit payment to:

Government Brands Shared Services
Attn: QScend Accounts Receivable
P.O. Box 25477
Tampa, FL 33622

Subtotal \$12,629.00

Tax \$0.00

Total \$12,629.00

INV212249



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9033

DATE: August 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Consideration of T-SPLOST Cooperation Agreement with Airport West CID

PURPOSE: Consideration and approval of T-SPLOST Cooperation Agreement with Airport West CID.

REASON: To approve the agreement between the City and Airport West CID and to authorize the Mayor to execute the same.

RECOMMENDATION: Approval.

BACKGROUND: In April of 2021, the City Council voted to approve the transfer of \$704,000 of the City's Fulton County T-SPLOST funds to the ATL Airport CIDs (formerly Aerotropolis Atlanta CIDs) to enhance Virginia Avenue public safety pedestrian crossings at four locations ("Virginia Avenue Project"). While the underlying fund transfer has been approved, the attached agreement still requires formal consideration and approval by the City Council to authorize the Mayor to execute the Agreement.

The attached T-SPLOST Cooperation Agreement sets forth the terms and conditions for: (1) the procurement of contractors, materials, equipment, and supplies relating to the Virginia Avenue Project; (2) the monitoring of and accounting of the Virginia Avenue Project; and (3) the distribution and payment of rates, fees, and costs for the related design, construction, and administration of the Virginia Avenue Project.

COST TO CITY: Yes, coming from grant funds collected in our city in the amount of \$704,000, Account Number 235 4962 54 7700 Fulton County T-SPLOST collection.

BUDGETED ITEM: Yes, funding is available in College Park Accounting.

CITY COUNCIL HEARING DATE: August 16, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Airport West CID

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- T-SPLOST Cooperation Agreement- AWCID - College Park - Virginia Avenue (Final) (PDF)

Review:

- Danielle Matricardi Completed 08/09/2021 11:34 AM
- Rosyline Robinson Completed 08/09/2021 2:51 PM
- Jackson Myers Pending
- Althea Philord-Bradley Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 08/16/2021 7:30 PM

TSPLOST PROJECT COOPERATION AGREEMENT

Virginia Avenue Pedestrian Safety Crossing Project

This **TSPLOST PROJECT COOPERATION AGREEMENT** (“Agreement”) is made and entered into on the date last signed below, by and between the **CITY OF COLLEGE PARK, GEORGIA** (“City”) and the **AIRPORT WEST COMMUNITY IMPROVEMENT DISTRICT Board** (“Airport West CID” or “AWCID”), d/b/a as the **ATL Airport Community Improvement Districts** (“AACIDs”).

WHEREAS, the Airport West CID Board and Airport South CID Board, while they remain separate boards, approved joint administration of both CIDs to form the AACIDs, formerly known as Aerotropolis Atlanta CIDs; and

WHEREAS, in April 2020, the AACIDs received a grant award from the Georgia Transportation Infrastructure Bank to fund the Virginia Avenue Emerging Technology Deployment project; and

WHEREAS, said project, in part, includes designing a pedestrian safety crossing within the City at the intersection of Virginia Avenue and Adams Street; and

WHEREAS, the City has received those certain proceeds from the 2016 Fulton County Transportation Special Local Option Sales Tax (“TSPLOST”), which are dedicated to several approved transportation projects within the City, including projects to enhance pedestrian safety crossings at four locations along Virginia Avenue (“Virginia Avenue Project”); and

WHEREAS, the City and Airport West CID desire to coordinate their efforts to maintain uniform operational and safety crossings for pedestrians along Virginia Avenue; and

WHEREAS, all TSPLOST funds subject to this Agreement shall be utilized exclusively for transportation purposes, as defined in O.C.G.A. §§ 48-8-260 and 48-8-121; and

WHEREAS, the City and Airport West CID desire to set for the terms and conditions and provide procedures for: (1) the procurement of contractors, materials, equipment, and supplies relating to the Virginia Avenue Project; (2) the monitoring of and accounting of the Virginia Avenue Project; and (3) the distribution and payment of rates, fees, and costs for the related design, construction, and administration of the Virginia Avenue Project.

NOW, THEREFORE, for and in consideration of the above recitals and promises and covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto consent and agree as follows:

1. VIRGINIA AVENUE PROJECT. The City and the AWCID shall cooperate to fund the design, construction and the administration of the Virginia Avenue Project. Said Project consists of installing infrastructure for protected pedestrian crossings with Rectangular Flashing Beacons, automated pedestrian detection, in-pavement LED Illumination, and ADA compliant pedestrian accommodations within the corporate boundaries of the City at the following four (4)

intersections:

- a. Virginia Avenue at Main Street;
- b. Virginia Avenue at College Street;
- c. Virginia Avenue at Adams Street; and
- d. Virginia Avenue at Madison Street.

2. **AIRPORT WEST CID RESPONSIBILITIES.** The AWCID shall be responsible for the following:

- a. ***Procurement and Contract Administration.*** The AWCID shall obtain, arrange, and pay for all advertisements for bids and proposals, permits and licenses required by local, state, or federal authorities, and land, easements, rights-of-way, and access necessary for the design and construction services, materials, equipment, and supplies necessary for the Virginia Avenue Project. Said costs may be submitted to the City for reimbursement pursuant to Paragraph 5 hereunder. Moreover, the AWCID shall award and administer all related contracts and purchase orders in accordance with all applicable federal, state, and local laws, regulations, and rules.
- b. ***Project Administration.*** The AWCID shall administer, or cause one of its contractors to administer the Project construction, including but not limited to, reviewing and examining all schedules of values and supporting documentation or data, reports, and ensuring that the standard of care applicable to all of its contractors' services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time and location said services are performed. Further, the AWCID shall cause for at least one inspector to be present at the Project site(s) during the construction operations. The AWCID agrees that the City may, but is not obligated to, have a representative present at the Project site(s) to review, examine, and/or inspect any and all work performed by the AWCID's contractors and to request AWCID to cause its contractors to make any necessary modifications to such work, which such request shall not be unreasonably withheld.
- c. ***Progress Reports.*** Every thirty (30) days commencing with the execution of the project, the AWCID shall cause a progress report to be submitted to the City Representative which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence. No invoice for payment shall be submitted and no payment whatsoever will be made to the AWCID until the reports are updated and submitted to the City. Notwithstanding anything to the contrary herein, the AWCID shall notify the City as soon as reasonably practicable after becoming aware of any conditions or circumstances existing which may cause a delay.

- d. ***Compliance with Laws.*** The AWCID warrants and represents that it will, at all times, observe and comply with all federal, state, and local laws, ordinances, regulations, and policies relating to the Virginia Avenue Project or which in any manner may affect this Agreement.
- e. ***AWCID Representative.*** The AWCID shall designate an AWCID Representative, who shall be responsible for coordinating and communicating with the City Representative in relation to the Virginia Avenue Project and submitting the invoices and progress reports required above. The AWCID Representative shall be available to be on-site as reasonably requested by the City. The initial AWCID Representative shall be:

Name: Matthew Risher

Title: Project Manager

Phone: 404-349-2211

Email: mrisher@aacids.com

3. **CITY RESPONSIBILITIES.** The City shall be responsible for the following:

- a. ***Contributions.*** The City shall promptly render payment using its TSPLOST proceeds dedicated to the Virginia Avenue Project to the AWCID in accordance with Paragraphs 4 and 5 below. Notwithstanding any obligation of the City herein, the parties agree that nothing in this Agreement shall create, or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than the AWCID.
- b. ***City Furnished Data.*** If available, the City will provide the AWCID all data in the City's possession relating to the Virginia Avenue Project and/or project sites. The AWCID may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, unless the City notifies the AWCID otherwise. The AWCID, however, shall endeavor to observe defects or deficiencies and shall promptly bring the same to the attention of the City.
- c. ***Access to Facilities and Property.*** The City will make its facilities and property accessible to AWCID and its contractors as required for the performance of services related to the Virginia Avenue Project.
- d. ***Compliance with Laws.*** The City warrants and represents that it will, at all times, observe and comply with all federal, state, and local laws, ordinances, regulations, and policies relating to the Virginia Avenue Project or which in any manner may affect this Agreement.
- e. ***City Assistance and Cooperation.*** During the Term of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the

AWCID in activities to facilitate the proper performance and completion of the Virginia Avenue Project. 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; (iii) permitting use of test materials or documentation not performed or produced by AWCID’s contractors. Such assistance or cooperation by the City shall not be construed, and the AWCID agrees that it will not claim that any such assistance or cooperation operates, to relieve the AWCID from complete, proper and punctual performance of all the AWCID’s obligations under this Agreement.

- f. **City Representative.** The City shall designate a City Representative, who shall be responsible for coordinating and communicating with the AWCID Representative in relation to the Virginia Avenue Project. The City Representative shall be available to be on-site as reasonably requested by the AWCID. The initial City Representative shall be:

Name: Jackson Myers

Title: Director of Infrastructure and Development

Phone: 678-794-4834

Email: jmeyers@collegeparkga.com

4. ESTABLISHMENT OF THE TSPLOST FUND. There is hereby established in the AWCID a TSPLOST Fund (“Fund”) to receive distributions from the City’s TSPLOST proceeds from time to time for the sole purpose of funding the design, construction, and administration of the City’s Virginia Avenue Project or other project related qualified transportation purposes, as defined in O.C.G.A. §§ 48-8-260 and 48-8-121. Notwithstanding anything herein to the contrary, the AWCID shall hold the Fund, and all contributions to the Fund, subject to the provisions of applicable Georgia law and this Agreement. The AWCID shall monitor the distribution of the Fund. The AWCID agrees to permit the City, Fulton County, and/or the State of Georgia to examine the finances of the AWCID as reported upon by independent certified public accountants. The AWCID shall maintain records of all contributions and distributions made from the Fund for a period of five (5) years.

5. CONTRIBUTION OF THE CITY’S TSPLOST PROCEEDS. Not more frequently than monthly, unless otherwise agreed in writing by the parties, the AWCID shall submit copies of the invoices related to the Virginia Avenue Project to the City requesting payment for (i) the services properly rendered, (ii) the equipment, materials, and supplies furnished, and (iii) the reimbursement for the AWCID’s administrative expenses.

- a. The invoices shall describe with reasonable particularity each service rendered and/or equipment, materials, and supplies furnished, the date thereof, the time expended (if applicable), and the person rendering the service and/or furnishing

the equipment, materials, and supplies. The invoices shall bear the signature of the AWCID Representative, which shall constitute a representation to the City that the services, equipment, materials, and/or supplies indicated in the invoice have progressed to the level indicated and have been properly and timely performed or furnished and that such costs and expenses are for qualified transportation purposes, as defined in O.C.G.A. §§ 48-8-260 and 48-8-121.

- b. The City shall make payment to the AWCID of all sums properly invoiced as provided herein, within thirty (30) days of the City’s receipt thereof. Upon receipt of the City’s payment, the AWCID shall place the funds in its TSPLOST Fund and thereafter render payment to the applicable contractors and vendors as soon as reasonably practicable. Said funds shall only be utilized exclusively for the services and goods as stated in the applicable invoices. The City shall not be responsible for any late fees or interest caused by the AWCID’s failure to timely pay such invoices to the applicable contractors and vendors.
- c. The City has the right to withhold payment if it determines that the invoice is wholly or partially inaccurate or any cost or expense included therein is not for a qualified transportation purpose or related to the Virginia Avenue Project.

6. **MAXIMUM CONTRIBUTION.** The City’s maximum monetary contribution for each location included in the Virginia Avenue Project is outlined below:

Project No.	Location	Details	Maximum TSPLOST Contribution
CP-106	Virginia Avenue at Main Street	Operation and Safety-Intersection Improvement	\$176,000
CP-108	Virginia Avenue at College Street	Operation and Safety-Intersection Improvement	\$176,000
CP-109	Virginia Avenue at Adams Street	Operation and Safety-Intersection Improvement	\$176,000
CP-110	Virginia at Madison Street	Operation and Safety-Intersection Improvement	\$176,000

7. **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 upon the end of the calendar year in which it is executed (“Initial Term”). Unless the City provides written notice of non-renewal to the AWCID thirty (30) days prior to the expiration of the Initial Term, this Agreement shall automatically renew at the end of the Initial Term and terminate (i) at the end of the succeeding calendar year for which it may be renewed or (ii) upon the satisfactory completion of the Virginia Avenue Project, whichever occurs sooner.

8. **TERMINATION FOR CONVENIENCE.** The City may, by providing thirty (30) days written notice to the AWCID, terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the AWCID shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover

the actual and reasonable costs incurred by the AWCID for the actual goods and labor reasonably used by the AWCID to perform or cause to perform the work related to the Virginia Avenue Project to the effective date of termination; provided that no amount shall be paid to the AWCID for any contractors' anticipatory profits related to work under this Agreement not yet performed. 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.

9. TERMINATION FOR CAUSE. This Agreement may be terminated by either party upon ten (10) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the City terminates this Agreement for cause pursuant to this paragraph and a court of competent jurisdiction subsequently determines that the City did not have cause to terminate this Agreement, such termination shall be deemed to have been for convenience and the provisions of Paragraph 8 shall apply.

10. ASSIGNMENT AND SUBCONTRACTING. The AWCID shall not assign this Agreement or any portion of this Agreement. No assignment or subcontract by the AWCID, including any assignment or subcontract to which the City consents, shall in any way relieve the AWCID from complete and punctual performance of this Agreement, including without limitation all of the AWCID's obligations under the warranty provisions of this Agreement.

11. INDEMNIFICATION. To the fullest extent permitted by law, AWCID agrees to indemnify and hold harmless, or cause its contractor to indemnify and hold harmless, the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of AWCID or its employees, consultants, contractors, subcontractors, agents, and representatives in performing this Agreement; (ii) a material breach by AWCID of its covenants; or (iii) failure by AWCID or its employees, consultants, contractors, subcontractors, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement.

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

13. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:
Jackson Myers
City of College Park
3667 Main Street
College Park, Georgia 30337

With copies to:
City Attorney
Fincher Denmark, LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354

If to the AWCID:
Gerald McDowell
ATL Airport CIDs
3800 Camp Creek Parkway, SW
Building 1400, Suite 132
Atlanta, GA 30331

With copies to:
Rainey & Vaughan, LLC
358 Roswell Street
Suite 1130
Marietta, GA 30060

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

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

16. **INTERPRETATION.** The parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the parties. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

17. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

18. **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.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

20. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

[Signatures on Following Pages]

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA,

BY:

Bianca Motley Broom, Mayor

[Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

Executed on behalf of:

**AIRPORT WEST COMMUNITY
IMPROVEMENT DISTRICT,**

BY (sign here): _____

Name (print): _____

Title: _____

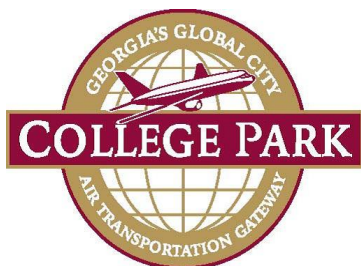
[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9045

DATE: August 11, 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 Grant for Barrett Park Improvements

PURPOSE: To accept the Fulton County CDBG for \$ 102,700 for Barrett Park Improvements to include play ground improvement and pavilion repairs.

REASON: Approval for CDBG Barrett Park improvements to include updating playground equipment and pavilion repairs.

RECOMMENDATION: To accept CDBG for Barrett Park improvement from Fulton County for \$102,700.

BACKGROUND: CDBG Grant was submitted to Fulton County to request funds to update the playground equipment and pavilion repairs for Barrett Park.

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:

- College Park 2021 CDBG Award Notification-Barrett Park Improvements (PDF)

Review:

Updated: 8/11/2021 5:12 PM by Rosyline Robinson

Page 1

- Michelle Johnson Completed 08/11/2021 4:38 PM
- Rosyline Robinson Completed 08/11/2021 4:58 PM
- Jackson Myers Pending
- City Attorney's Office Pending
- Althea Philord-Bradley Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 08/16/2021 7:30 PM



Fulton County
Department of Community Development



August 9, 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 \$102,700.00
Project: Barrett Park Improvements

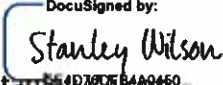
Dear Mayor Motley Broom:

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 **\$102,700.00** for **Barrett Park Improvements**. 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 Monday, August 16, 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

Fulton County Community Development Block Grant Program
ATTACHMENT A: Statement of Work
City of College Park –Barrett Park Improvements Project Phase I

The requested funding is proposed for Barrett Park Improvements:

The locations are proposed for this project: Barrett Park, 2001 Walker Avenue

The Park Improvements will provide needed beautification enhancements, site utilization, and maintain ADA accessibility compliance. The proposed cost components are as follows:

1. Playground equipment replacement. The estimated cost \$85,000.00
2. Facility Rehabilitation:
 - a. Pavilion Roof Replacements and Repairs at Barrett Park \$7,000.00.
3. Design, Bidding and Contract Administration Consultant Cost \$10,700.00.

The total estimated cost is \$102,700.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of College Park –Barrett Park Improvements Project Phase I

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Environmental Review	Completion of Environmental Assessments, submittal, review and approval.	On-Going 2021
Construction Drawings & Specifications	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	August 2021
Solicitation for sealed bids by the City of College Park for Proposal Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offeror must fulfill with other factors to be used in evaluating the bids or proposals submitted).	August 2021
Bid, Costs and Price Analysis (Specification List)	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.	September 2021
City Award of Bid/Offer	PROJECT 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/offeror selection; Justification for lack of competition when bids or offers are not obtained; CDBG Compliance Documents and Basis for the award cost or price.	September 2021
Letter to Proceed for Contractor	Award Conference Note: Actual Date Pending Fulton County Notice to Proceed	September 2021
Contract Provisions	Insurance requirements, bonding requirements, CDBG Contract Documents, etc.	September 2021
Contract Administration	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.	On-Going 2021
Contract Start Date of Project	Notice to Proceed	October 2021
Demolition / Clearance activities/Utility Construction	Clear & accurate description of the technical requirements for the project to be demolished/cleared	October 2021
Project Mid-Status	Clear & accurate description of the technical requirements for the work to be procured by City of College Park and CDBG Compliance Surveys, Payroll ... etc.	November 2021
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	December 2021

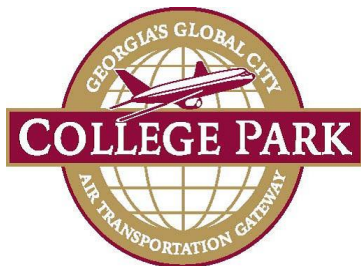
**Fulton County Community Development Block Grant Program
 ATTACHMENT C: Cost Reimbursement Budget
 City of College Park –Barrett Park Improvements Project Phase I**

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	DATE	CDBG
Design, Bid Assistance and Construction Administration/ Management	2021	\$ 10,700.00
Construction Cost (Labor, Equipment/Supplies, Permits) –		\$ 92,000.00
Total for Year 2021		\$102,700.00

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	August - December Projections	Submission Date	Total Operating Budget
Construction Costs	\$102,700	August, 2021	\$20,000
▪ Labor			
▪ Equipment/Supplies			
TOTAL EXPENSES		October, 2021	\$82,700



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9014

DATE: August 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Consideration of a Conditional Height Permit

PURPOSE: To review and consider a request for a conditional height permit for a proposed warehouse.

REASON: Applicant seeks to increase maximum height from 35 feet to 45 feet above ground level for the construction of a warehouse in the M-1 Light Industrial District.

RECOMMENDATION: City Planner recommends approval of the requested conditional height permit, as the proposed development has received all required FAA approvals and will not unduly restrict light and air to surrounding properties. In addition, the M1 District and Comprehensive Plan indicate warehouses are a desired use for this area.

BACKGROUND: The applicant is seeking a conditional height permit to increase the maximum building height for a proposed warehouse. The attached application includes the FAA approval, a site plan for the overall development, and renderings of the subject property for review.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$500 Application Fee

CITY COUNCIL HEARING DATE: August 16th, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of the requested conditional height permit would allow for building permits to be issued for this project.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

Oscar Hudson, Chief Building Inspector
Nikki Washington, City Planner

ATTACHMENTS:

- City of College Park - Conditional Height Permit - Submittal 8.4.21 (1) (PDF)

Review:

- Nikki Washington Completed 08/04/2021 2:24 PM
- Rosyline Robinson Completed 08/06/2021 2:19 PM
- Gary Young Completed 08/06/2021 2:26 PM
- Oscar Hudson Completed 08/09/2021 9:22 AM
- City Attorney's Office Completed 08/09/2021 7:08 PM
- Mercedes Miller Completed 08/11/2021 10:56 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

CONDITIONAL HEIGHT PERMIT

CITY OF COLLEGE PARK



www.collegeparkga.com

Date Received _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) CHI Acquisitions L.P.

ADDRESS 3715 Northside Parkway, Building 100, Suite 200, Atlanta, Georgia 30327

PHONE 404.476.3308 CELL 415.405.6197 FAX N/A

E-MAIL ADDRESS roley@chindustrial.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Southwood Development Company LLC

ADDRESS 80 W Wieuca Rd, Suite 204 Atlanta, GA 30342

PHONE 770-444-3511 CELL _____ FAX _____

E-MAIL ADDRESS acandler@southwooddev.com

PROPERTY INFORMATION

ADDRESS Buffington Center Drive College Park, GA

CURRENT USE Vacant CURRENT ZONING M-1

PROPOSED USE Industrial - Warehouse

PROPOSED HEIGHT, IN FEET AND NUMBER OF STORIES 45 feet

REQUEST FOR CONDITIONAL HEIGHT PERMIT

REQUIREMENTS

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

PRE-APPLICATION MEETING

A pre-application meeting with the City Planner is required prior to submission of any application. Please contact the City Planner's office at 404-767-1537 or nwashington@tcfatl.com to schedule a pre-application meeting.

FEE AND APPLICATION REQUIREMENTS

The application fee for a conditional height permit for an existing building is \$300. The fee for a conditional height permit for new construction is as follows:

- \$300, when the proposed construction cost is an amount up to \$25,000;
- \$500, when the proposed construction cost is greater than \$25,000 and up to \$100,000; and
- \$500, PLUS \$5.00 per \$1,000 of proposed construction, when the proposed construction cost is greater than \$100,000.

Applications will not be accepted until they are deemed complete and the application fee is paid. Incomplete applications will be returned to the applicant; payment of fee will not be accepted until the application is complete. Fee shall be paid to the City of College Park in the form of check or money order only.

FILING DEADLINE

Applications must be received, and the appropriate fee must be paid, no later than thirty (30) calendar days prior to the next available Planning Commission meeting, or Mayor and Council meeting. The Planning Commission meets on the last Monday of the month, with the exception of December, when they do not meet. Mayor and Council meet on the first and third Monday of the month, with the exception of July, when they only meet on the THIRD Monday; and December, when they only meet on the FIRST Monday.

PLANNING COMMISSION MEETING

Conditional height permit applications go to the Planning Commission when they are requested along with another zoning action (rezoning, Conditional Use Permit, etc.). Otherwise, CHP applications can be heard by Mayor and Council. If a Planning Commission meeting is necessary, the applicant or his agent must attend the meeting to present the application and respond to questions from the Commission. The Planning Commission will make a recommendation of approval or denial of the request to the Mayor and Council.

MAYOR AND COUNCIL HEARING

Conditional height permit requests must be decided at a hearing before Mayor and Council. The applicant must attend the hearing to present the application and respond to questions from Mayor and Council. Mayor and Council meet the first and third Monday of each month (see exceptions listed in the "Filing Deadline" section). Applicants will be notified by email and/or phone call of the date of the hearing.

QUESTIONS

For assistance, please contact Ms. Sabrina Walters, at swalters@collegetparkga.com or 404-669-3762, or the City Planner's office at nwashington@tcfatl.com or 404-767-1537.

(For Office Use Only)

Total Amount Paid \$ _____ Check# _____ Money Order # _____ Received by: _____

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

**CITY OF COLLEGE PARK
CONDITIONAL HEIGHT PERMIT
APPLICATION REQUIREMENTS**

This form must be completed for all conditional height permit applications and should be attached to the application.

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	N/A	You must schedule a pre-application meeting with the City Planner prior to submitting your application.	N/A
Application Form	12	Must provide contact information for applicant and property owner, property address, current use of property and zoning district, proposed use of property, and proposed height of building.	✓
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	✓
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to conditional height permit, or that owner is aware of and consents to the conditional height permit request.	✓
Letter of Intent	12	Must clearly state the proposed use, development intent, and height of proposed building(s).	✓
Site Plans	24x36 - 1 11x17 (12)	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. 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.	✓
Architectural Drawings		Renderings or photographs of the proposed building elevations are required.	✓

APPLICANT AFFIDAVIT

Personally appeared before me Ryan Oley who on oath deposes and says
(Print applicant name)

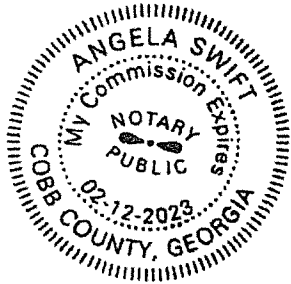
that the information provided in this application is true to the best of his/her knowledge and belief:

Angela Swift
Notary Public

[Signature]
Signature of Applicant

8/2/2021
Date

CHI Acquisitions L.P. - Ryan Oley
Print Name



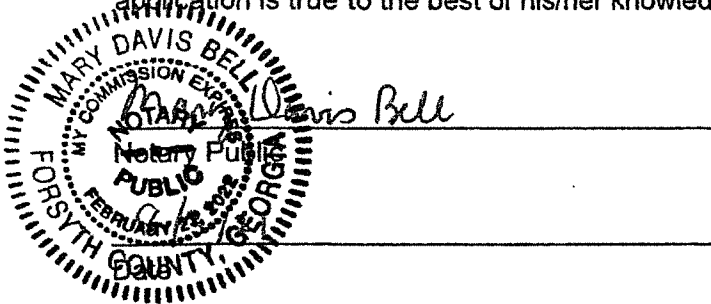
3715 Northside Parkway, Building 100, Suite 200
Address

Atlanta, Georgia 30327
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me C. Lee Wooddall who on oath
(Print owner's name)

agrees with the request for the conditional height permit, and states that the information on the application is true to the best of his/her knowledge and belief:



[Signature]
Signature of City Clerk

C. Lee Wooddall
Signature of Applicant

Southwood Development Company LLC
Print Name

80 W Wieuca Rd, Suite 204
Address

Date

Atlanta, GA 30342
City, State, Zip

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

All applicable information below must be included for site plan and application to be considered complete.

Item #	Requirements	Check/Initial
1	North arrow	✓
2	Acreage of subject property	✓
3	Current zoning and requested zoning classifications	✓
4	All property lines	✓
5	Adjacent streets with posted speed limits	✓
6	Current use and zoning of adjacent properties	✓
7	Required and/or proposed building setback lines	✓
8	Proposed structure locations, heights and square footages	✓
9	Existing structure locations and approximate heights for adjacent properties	✓
10	Layout, minimum lot size and proposed density (residential properties only)	N/A
11	Topographic information to show elevation and drainage	✓
12	Required and/or proposed landscaped areas and buffers	✓
13	Required and proposed parking spaces and loading/unloading facilities	✓
14	Lakes, streams and other waters on the site and associated buffers (if applicable)	✓
15	Proposed stormwater management facilities (if applicable)	✓

APPLICANT AFFIDAVIT

Personally appeared before me Ryan Oley who on oath deposes and says
(Print applicant name)

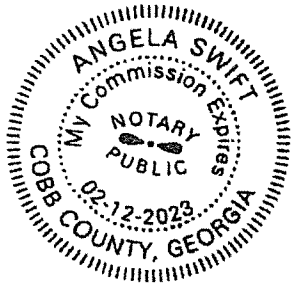
that the information provided in this application is true to the best of his/her knowledge and belief:

Angela Swift
Notary Public

8/2/2021
Date

[Signature]
Signature of Applicant

CHI Acquisitions L.P. - Ryan Oley
Print Name



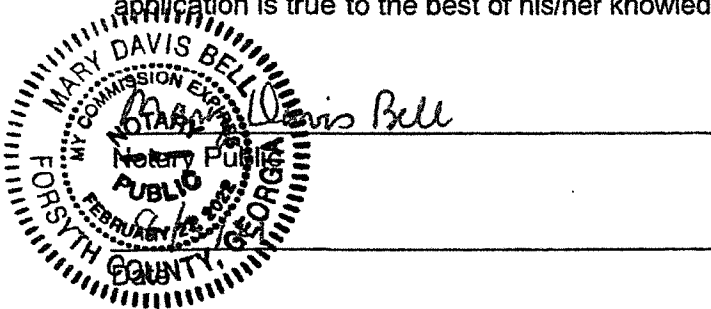
3715 Northside Parkway, Building 100, Suite 200
Address

Atlanta, Georgia 30327
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me C. Lee Wooddall who on oath
(Print owner's name)

agrees with the request for the conditional height permit, and states that the information on the application is true to the best of his/her knowledge and belief:



[Signature]
Signature of City Clerk

[Signature]
Date

C. Lee Wooddall
Signature of Applicant

Southwood Development Company LLC
Print Name

80 W Wieuca Rd, Suite 204
Address

Atlanta, GA 30342
City, State, Zip

Southwood Development Company, LLC

80 W. Wieuca Rd, Suite 204
Atlanta, GA 30342
T. (770)444-3511
F. (770)444-3773
lwooddall@southwooddev.com
acandler@southwooddev.com

July 28, 2021

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

RE: Conditional Height Permit Application

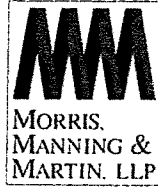
I am writing in reference to the conditional height permit application being submitted by John Bateman with Crow Holdings Industrial. Southwood Development Company LLC is the owner of the site at 0 Roosevelt Highway, College Park, GA with parcel ID 09F360101290503. I am aware of and consent to the conditional height permit sought by Crow Holdings Industrial. Please let me know if I can be of further assistance.

Sincerely,

C. Lee Wooddall

C. Lee Wooddall

Cc: Asa Candler VII



Henry A. Bailey
 404-504-5446
 hbailey@mmmlaw.com
 www.mmmlaw.com

August 3, 2021

City of College Park
 Department of Planning and Growth Management
 3667 Main St.
 College Park, GA 30337

RE: Letter of intent for conditional height permit for the property located at Buffington Center in College Park, Georgia (the "Property").

To Whom It May Concern:

CHI Acquisitions L.P. (the "Applicant") seeks approval of a conditional height permit pursuant to Section 14.15 of the City of College Park Zoning Ordinance. The Property is zoned M-1, light industrial and is currently undeveloped. Pursuant to Section 3.42 of the College Park Zoning Ordinance, the maximum height permitted on the Property is 35 feet. Applicant proposes to develop the Property with a warehouse/distribution facility in accordance with the site plan enclosed herein at a height of 45 feet.

Conditional height permit requests may be approved provided the following standards are met:

1. The property owner or such owner's representative has applied for a conditional height zoning permit and has submitted plans and information to identify the type of development proposed, its maximum proposed height, and details of proposed development which guarantee maintenance of accessibility for firefighting equipment throughout the period of construction and thereafter, including noncombustible stairs and standpipe with water under pressure to every floor.

Applicant, by way of the application enclosed herein has submitted plans with information sufficient to identify the proposed warehouse/distribution facility. The application includes details that identify the proposed height of 45 feet. Applicant further guarantees maintenance of accessibility during and after the construction for firefighting access and equipment in accordance with the City of College Park and other applicable standards.

2. It has been determined that the proposed development is in harmony with the city's comprehensive development plans, and that the proposed development is of such character as to be an asset to the immediate neighborhood.

The Property is located in the industrial future land use designation and is zoned M-1, light industrial, which permits by right the warehouse/distribution facility proposed by the Applicant. Upon completion, character of the development will be an asset to the immediate neighborhood as it will be in harmony with much of the character of the surrounding area.

3. The proposed development will not unduly restrict the light and air to surrounding properties or present an undue hazard to aircraft.

The proposed development will not unduly restrict the light and air to surrounding properties nor will the development present an undue hazard to aircraft. The proposed development will be aligned with the type of industrial buildings already located in the immediate area.

4. The proposed development meets all requirements of the zoning district other than height limit restrictions.

The height of the proposed building is the only requirement of the zoning district that is not satisfied. All other requirements of the zoning ordinance are met.

5. The side yard, front yard, and rear setbacks shall meet the particular district's requirements.

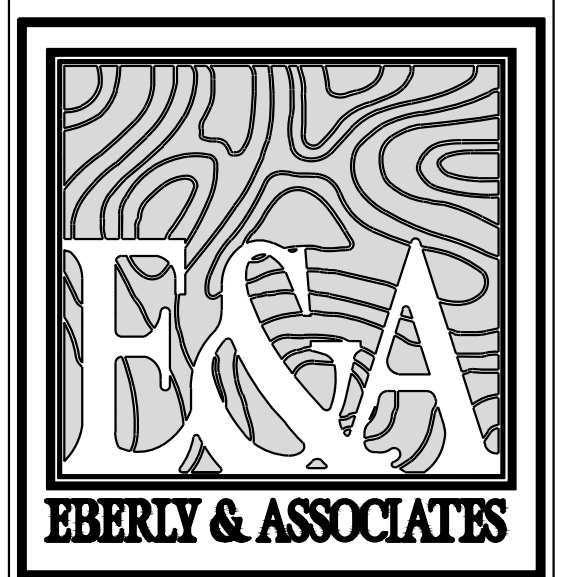
All yard setbacks are in compliance with the M-1, light industrial standards.

If approved, Applicant will develop the Property in a manner consistent with the requirements of the City of College Park Zoning Ordinance and will be of the type and character of development permitted by the zoning district and existing in the surrounding area. If you have any questions please contact me at the information contained herein.

Very truly yours,



Henry A. Bailey, Jr.



TEL 770.452.7849 FAX 770.452.0086
 2951 FLOWERS ROAD SOUTH, STE 119
 ATLANTA, GEORGIA 30341
 WWW.EBERLY.NET
 LAND PLANNING
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE

PROJECT: **BUFFINGTON CENTER INDUSTRIAL**
 LAND LOT 129
 9-F DISTRICT
 FULTON COUNTY, GEORGIA
 0 ROOSEVELT HWY

REVISIONS:

NO.	DATE	DESCRIPTION

LAYOUT & STAKING PLAN

SCALE:	1" = 60'
DATE:	XXXXXX
DRAWN BY:	XX
PROJECT MANAGER:	LAUREN LEYRER, PE
QA/QC CHECK:	XXXXXX

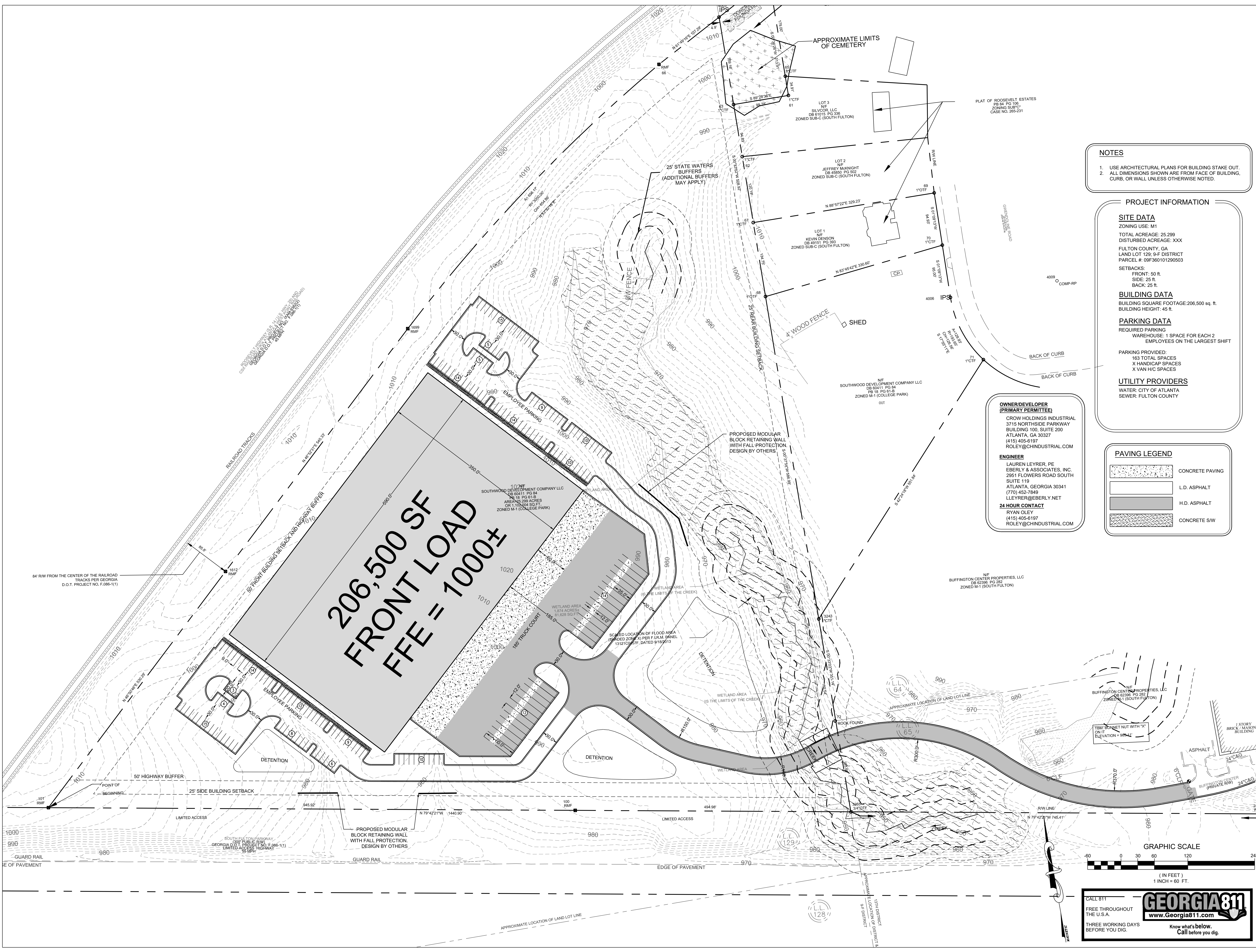
PROJECT NO.

21-075

SHEET NO.

C3.0

NOT ISSUED FOR CONSTRUCTION



NOTES

- USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
- ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.

PROJECT INFORMATION

SITE DATA
 ZONING USE: M1
 TOTAL ACREAGE: 25.299
 DISTURBED ACREAGE: XXX
 FULTON COUNTY, GA
 LAND LOT 129, 9-F DISTRICT
 PARCEL #: 09F360101290503

SETBACKS:
 FRONT: 50 ft.
 SIDE: 25 ft.
 BACK: 25 ft.

BUILDING DATA
 BUILDING SQUARE FOOTAGE: 206,500 sq. ft.
 BUILDING HEIGHT: 45 ft.

PARKING DATA
 REQUIRED PARKING
 WAREHOUSE: 1 SPACE FOR EACH 2 EMPLOYEES ON THE LARGEST SHIFT

PARKING PROVIDED:
 163 TOTAL SPACES
 X HANDICAP SPACES
 X VAN HIC SPACES

UTILITY PROVIDERS
 WATER: CITY OF ATLANTA
 SEWER: FULTON COUNTY

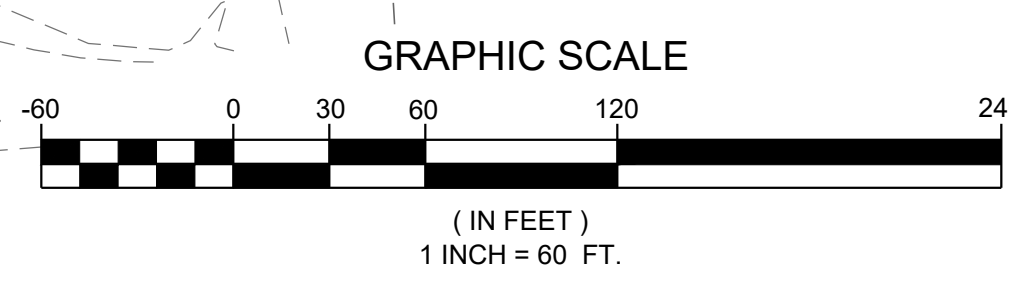
PAVING LEGEND

	CONCRETE PAVING
	L.D. ASPHALT
	H.D. ASPHALT
	CONCRETE SW

OWNER/DEVELOPER (PRIMARY PERMITTEE)
 CROW HOLDINGS INDUSTRIAL
 3715 NORTHSIDE PARKWAY
 BUILDING 100, SUITE 200
 ATLANTA, GA 30327
 (415) 405-6197
 ROLEY@CHINDUSTRIAL.COM

ENGINEER
 LAUREN LEYRER, PE
 EBERLY & ASSOCIATES, INC.
 2951 FLOWERS ROAD SOUTH
 SUITE 119
 ATLANTA, GEORGIA 30341
 (770) 452-7849
 LLEYRER@EBERLY.NET

24 HOUR CONTACT
 RYAN OLEY
 (415) 405-6197
 ROLEY@CHINDUSTRIAL.COM



CALL 811
 FREE THROUGHOUT THE U.S.A.
 THREE WORKING DAYS BEFORE YOU DIG.

GEORGIA811
 www.Georgia811.com
 Know what's below. Call before you dig.

SPECIAL NOTES

- 1) CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATIONS...
2) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY...
3) PURSUANT TO RULE 1806.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS...

GENERAL NOTES

- 1) THIS SURVEY WAS DONE UNDER MY SUPERVISION USING A TOPCON GT-233W TOTAL STATION WITH AN ANGULAR ERROR OF 04 SECONDS PER STATION...
2) ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP...
3) CURRENT ZONING ACCORDING TO THE CITY OF COLLEGE PARK IS LISTED AS M-1, LIGHT INDUSTRIAL DISTRICT...

ALTA NOTES

- 1) THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN THE SUBJECT PROPERTY...
2) THIS SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES...
3) THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL...
4) THERE ARE DESIGNATED WETLAND AREAS WITHIN THE SUBJECT PROPERTY...

PLAT REFERENCES

- 1) A PLAT OF "ROOSEVELT ESTATES", PREPARED BY STEED & ASSOCIATES, DATED FEBRUARY, 1964, RECORDED IN PLAT BOOK 84, PAGE 106, IN FULTON COUNTY LAND RECORDS...
2) A PLAT OF "MRS. GWENDOLINE C. DICKINSON'S PROPERTY", DATED OCTOBER, 1936, RECORDED IN PLAT BOOK 18, PAGE 61-8, IN FULTON COUNTY LAND RECORDS...

RESERVED FOR CLERK OF COURT

LEGEND

- BROKEN LINE NOT TO SCALE
FENCE LINE
CLIMBERBARK
UNDERGROUND GAS LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
UNKNOWN UNDERGROUND UTILITY LINE
WATER LINE
WETLANDS AREA
CATCH BASIN SINGLE WING
CATCH BASIN DOUBLE WING
COMPLETED POINT
BORING HOLE
CLEANOUT
COMMUNICATION BOX
ELECTRIC BOX
ELECTRIC PANEL OR LINE MARKER
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC CHUTE
ELECTRIC SWITCH
FIBER OPTIC BOX
FIBER OPTIC LINE MARKER
FIRE DEPT. CONNECTION
FIRE HYDRANT
FLARED END SECTION
GAS LINE MARKER
GAS METER
GAS VALVE
GROUND LIGHT
GUY POLE
GLY WIRE
HEADWALL
HEATING/ACR CONDITIONING UNIT
IRRIGATION CONTROL VALVE
LIGHT POLE
POST INDICATOR VALVE
POWER POLE
SANITARY SEWER MANHOLE
SIGN POST
STORM WATER DROP INLET
STORM WATER JUNCTION BOX
STORM WATER YARD INLET
TELEPHONE MANHOLE
TELEPHONE POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
WATER MANHOLE
WATER METER
WATER VALVE
WATER VALVE/ELINE MARKER
BOLLARD
CONCRETE MONUMENT FOUND
CRIMPED TOP PIPE FOUND
FINISHED FLOOR ELEVATION
IRRIGATION BOX
IRON PIN FOUND
12" IRON PIN SET
MAIL BOX
OPEN TOP PIPE FOUND
PK NAIL FOUND
PK NAIL SET
REBAR FOUND
REINFORCING MONUMENT FOUND
RAILROAD SIGNAL BOX
STUB OUT
BUILDING SETBACK LINE
CURB & GUTTER
CONCRETE PAD
CHAIN LINK FENCE
CORRUGATED METAL PIPE
DEED BOOK & PAGE
DUCTILE IRON PIPE
HEADER CURB
HIGH DENSITY POLYETHYLENE PIPE
INVERT ELEVATION
OUTLET CONTROL STRUCTURE
PLAT BOOK & PAGE
PLASTIC PIPE
REINFORCED CONCRETE PIPE
TEMPORARY BENCHMARK
SPOT ELEVATION
REFERENCE TO TITLE EXCEPTION ITEM
REFERENCE TO ENCROACHMENT ITEM

UTILITY WARNING

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING...

UNDERGROUND UTILITY LOCATION PROVIDED BY

UTILISURVEY, LLC
314 DUNDELL LANE
PEACHTREE CITY, GA 30269
PHONE (404) 312-6912
FAX (770) 486-7784

ALL UTILITY LOCATIONS ARE SUBJECT TO VERIFICATION BY THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 PRIOR TO ANY CONSTRUCTION... THESE UTILITY LOCATIONS ARE GAINED BY INFORMATION FROM ON-SITE PERSONNEL AND SURROUNDING FACILITIES...

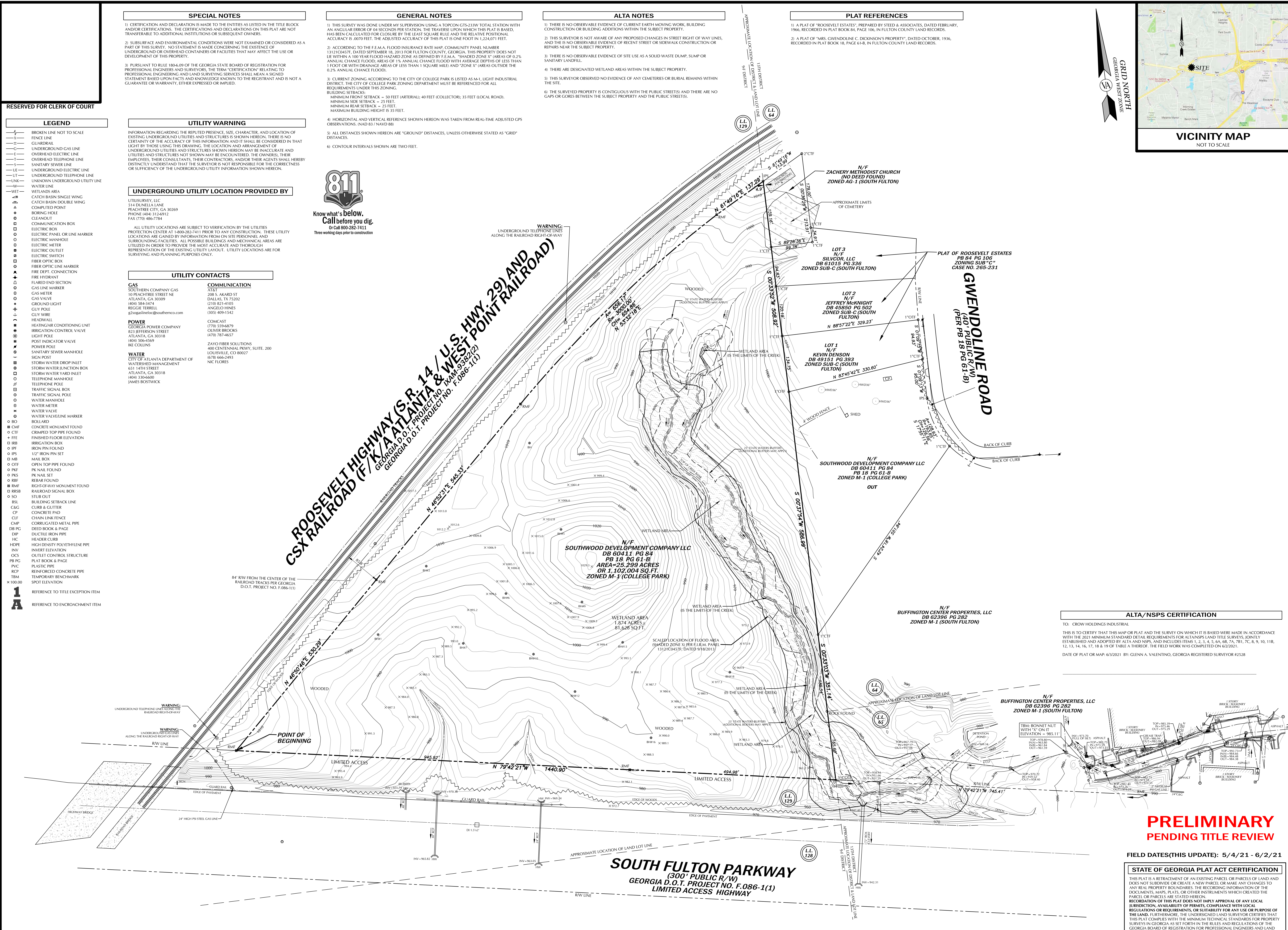
UTILITY CONTACTS

Table with columns for Utility Type (GAS, POWER, WATER, COMMUNICATION), Company Name, and Contact Information (Address, Phone, Fax).



Three working days prior to construction

WARNING: UNDERGROUND TELEPHONE LINES ALONG THE RAILROAD RIGHT-OF-WAY



ALTA/NSPS CERTIFICATION

TO: CROW HOLDINGS INDUSTRIAL
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS...

STATE OF GEORGIA PLAT ACT CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES...

REVISIONS

Table with columns for Revision Number, Description, and Date.

FIELD DATES (THIS UPDATE): 5/4/21 - 6/2/21

SCALE: 1" = 80'

DATE: 8/4/2003
JOB NUMBER: 23010
FILE NUMBER: 23010-LD1
PLOTTED: 6/3/2021

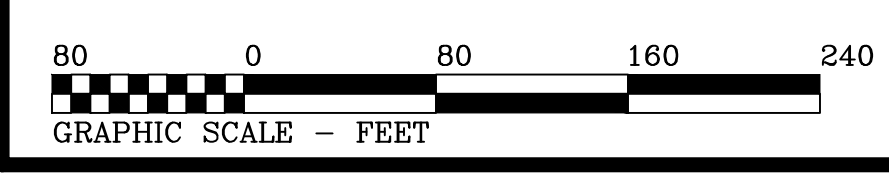
ALTA/NSPS LAND TITLE SURVEY

GLENN A. VALENTINO - GA R.L.S. #2528
DATE OF EXPIRATION: 12/31/2022

SHEET

1 OF 1

VA VALENTINO & ASSOCIATES, INC. LAND SURVEYORS
4045 ORCHARD ROAD, BUILDING 200, SMYRNA, GEORGIA 30080
PHONE: (770) 438-0015
FAX: (770) 435-6050
WEB: VALENTINOSURVEYS.COM
STATE OF GEORGIA LAND SURVEYING FIRM LICENSE NO. 15800994



GLASS SCHEDULE

A	B	C
1" INSULATED INNER PANE 1/4" OUTER PANE 1/4" INNER PANE HEAT STRENGTHENED OUTER PANE HEAT STRENGTHENED FABRICATOR: GUARDIAN GLASS STYLE: SUNGUARD SN 68 COLOR: GRAY-CLEAR	1" INSULATED INNER PANE 1/4" OUTER PANE 1/4" INNER PANE TEMPERED OUTER PANE TEMPERED FABRICATOR: GUARDIAN GLASS STYLE: SUNGUARD SN 68 COLOR: GRAY-CLEAR	1" INSULATED INNER PANE 1/4" OUTER PANE 1/4" INNER PANE TEMPERED OUTER PANE TEMPERED FABRICATOR: GUARDIAN GLASS STYLE: SUNGUARD SN 68 WITH DECO HT COLOR: GRAY-CLEAR
COATINGS: Low-E ON #2 SURFACE	COATINGS: Low-E ON #2 SURFACE	COATINGS: Low-E ON #2 SURFACE WITH #4 SURFACE BLACK SPANDREL
U-VALUE: .29 SHGC: .25	U-VALUE: .29 SHGC: .25	U-VALUE: - SHGC: -

NOTE: PROJECTS LOCATED WITHIN A MILE OF THE COASTAL MEAN HIGH WATER LINE AND HAVE DESIGN WIND SPEEDS OVER 130 MPH ARE TO BE CONSIDERED WIND-BORNE DEBRIS REGIONS. PROVIDE IMPACT RATED GLASS IN WIND-BORNE DEBRIS REGIONS. G.C. TO CONFIRM.

EXTERIOR FINISH SCHEDULE

101	EXTERIOR TEXTURE COATING: PAINTED CONCRETE SHERWIN WILLIAMS ULTRACRETE OR EQUAL COLOR: TBD	COLOR LEGEND SEE ELEVATION
102	EXTERIOR TEXTURE COATING: PAINTED CONCRETE SHERWIN WILLIAMS ULTRACRETE OR EQUAL COLOR: TBD	COLOR LEGEND SEE ELEVATION
103	EXTERIOR TEXTURE COATING: PAINTED CONCRETE SHERWIN WILLIAMS ULTRACRETE OR EQUAL COLOR: TBD	COLOR LEGEND SEE ELEVATION
104	PRE-FINISHED METAL GRAVEL STOP, GUTTER, COPING, AND DOWNSPOUTS COLOR: PAC-CLAD - TBD	
105	ALUMINUM STOREFRONT/CURTAIN WALL AS MANUFACTURED BY KAWNEER COLOR: CLEAR ANODIZED	

106	JOINT SEALER: ALUM. STOREFRONT TREMCO DYMERIC 240FC OR EQUAL COLOR: ANODIZED ALUMINUM
107	JOINT SEALER: S.C.C.P. JOINTS TREMCO DYMERIC 240FC OR EQUAL COLOR: TBD
108	EXPOSED METAL DOORS & FRAMES COLOR: PAINTED TO MATCH 102
109	PRE-ENGINEERED METAL CANOPY COLOR: TBD
110	PRE-ENGINEERED ALUMINUM SUNSHADE COLOR: PAC-CLAD - TBD
111	PRE-ENGINEERED BULLNOSE CANOPY COLOR: PAC-CLAD - TBD

GENERAL NOTES

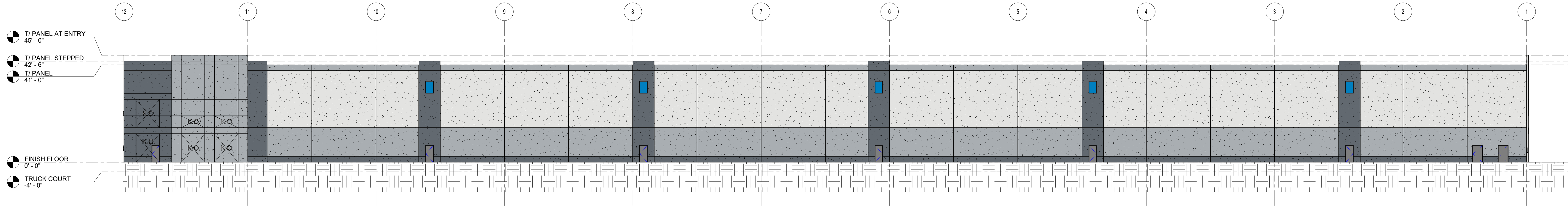
- ALL GLASS TO BE TYPE "A" U.N.O. ALL GLASS IN DOORS TO BE TEMPERED.
- ALL GLASS WITHIN 2' OF DOOR SWING TO BE TEMPERED.
- KAWNEER TRIFAB 451 BASIS OF DESIGN FOR STOREFRONT.
- STOREFRONT SYSTEMS TO BE DESIGNED TO MEET ALL LOCAL AND DESIGN LOADS. SEE STRUCTURAL DRAWINGS FOR DESIGN LOAD REQUIREMENTS.
- EXTERIOR WALL PACKS ARE INCLUDED - SEE ELECTRICAL DRAWINGS FOR LOCATIONS.
- REVEALS SHALL WRAP EXPOSED PANEL EDGES AND EXPOSED BACK SIDES U.N.O.

KEYNOTES

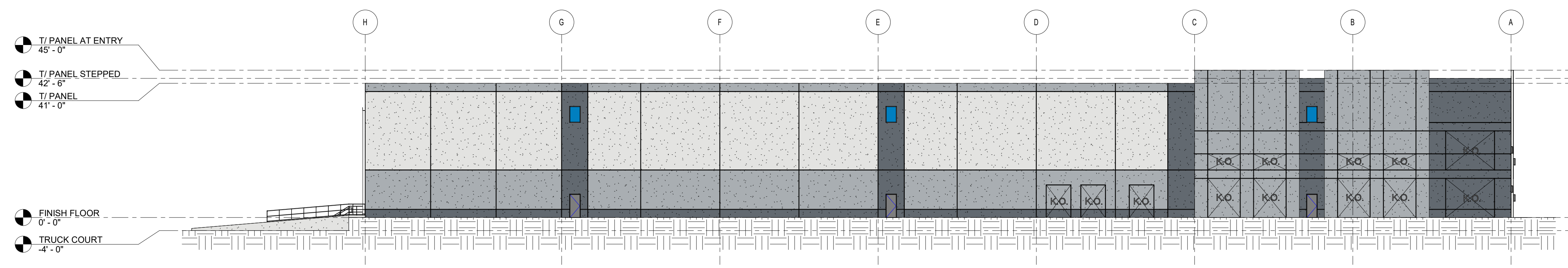
- E1 CONCRETE SERVICE RAMP, SEE 12/A-401
- E2 STAIR AND GUARDRAIL, TYP. SEE 6/A-401, 8/A-401, 10/A-401
- E3 DOCK BUMPER - SEE WALL SECTIONS
- E4 PIPE DOWNSPOUTS THRU RAMP TO TRUCK COURT. PROVIDE BIRD SCREEN AT RAMP WALL
- E5 LOUVER - SEE MECHANICAL DRAWINGS
- E6 LED WALL PACK - SEE ELECTRICAL DRAWINGS



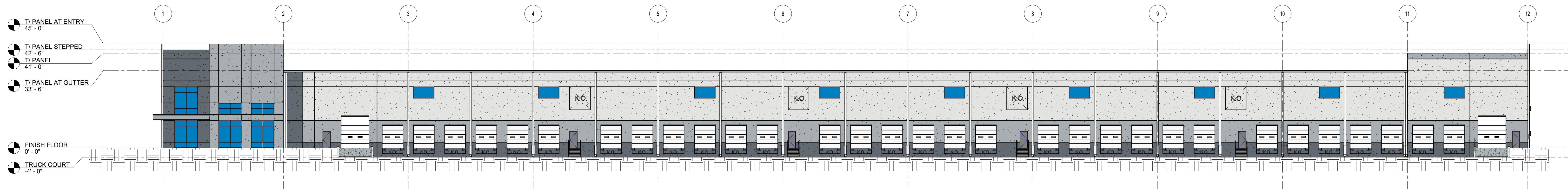
SHEET NAME: EXTERIOR ELEVATIONS SHEET NUMBER: A-201 PROJECT NAME: BUFFINGTON CENTER



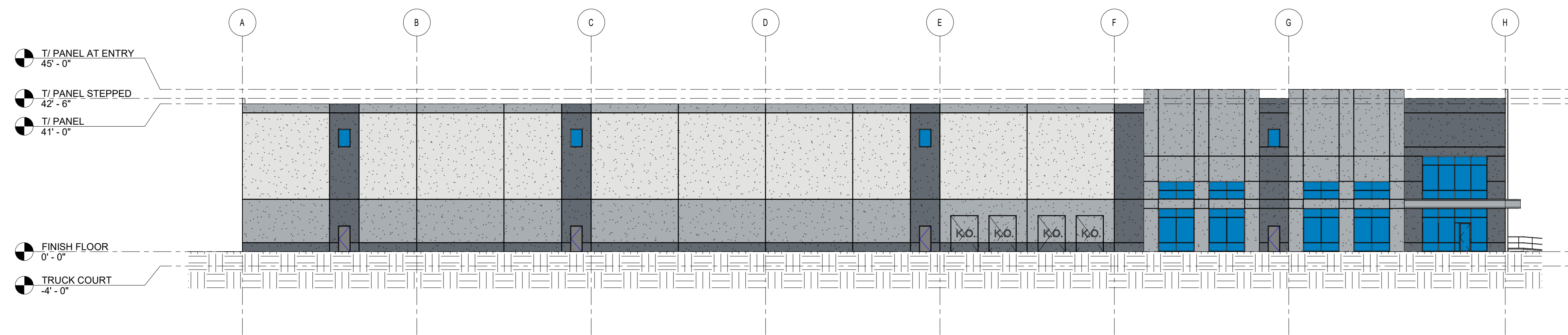
1 OVERALL NORTH ELEVATION
SCALE: 1" = 20'-0"



2 OVERALL EAST ELEVATION
SCALE: 1" = 20'-0"



3 OVERALL SOUTH ELEVATION
SCALE: 1" = 20'-0"



4 OVERALL WEST ELEVATION
SCALE: 1" = 20'-0"

BUFFINGTON CENTER

FULTON COUNTY, GA

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Print Record

02 JULY 2021	DESIGN REVIEW
08 JULY 2021	ZONING REVIEW

Revisions

Issue Date 07/08/2021	Job No. BLUFFINGTON
--------------------------	------------------------

Sheet Title

EXTERIOR ELEVATIONS

Sheet No.

A-201

NOT ISSUED FOR CONSTRUCTION



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9026

DATE: August 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Millage Rate Advertisement & Press Release

PURPOSE: Discussion of Millage Rate, approve recommended Millage Rate for FY 2021-2022 Advertisement and Press Release.

REASON: Pursuant to Georgia Code, Section 48-5-32 the City needs to advertise 3 times in the local South Fulton Neighbor newspaper that the Millage rate will be set by the Mayor and City Council on October 18, 2021 at 7:30pm at the College Park City Hall Council Chambers. The public hearing dates are September 20th, October 4th and October 18th respectively. Georgia Code requires three advertisements when the City's proposed Millage Rate of 12.619 mills exceeds the County's rollback Millage Rate of 11.869 mills.

With both the Office of the City Manager and the Department of Finance and Accounting having likewise received the enclosed 2021 property assessed values report from the Fulton County & Clayton County Board of Tax Assessors, all involved have recently initiated an analysis of the reported data. As noted, both residential, commercial and industrial properties equally shared in the re-assessment growth experience allowing for the net \$75.8 million increase in assessed value. A report is attached which breaks down the increase in value by category. Arrangements are therefore being made to engage applicable advertising to support the property tax rate increases in College Park (the proposed 12.619 rate). However, additional revenue will be, as always is the case annually, experienced based on the increase in assessed value.

RECOMMENDATION: Proceed with the requested advertisement notification.

BACKGROUND: Advertising the Millage Rate in the South Fulton Neighbor newspaper is a yearly occurrence. The advertisement includes a five (5) year history of the City's Tax Digest along with the digest for 2021, per Georgia Code, Section 48-5-32. The NET M & O Millage Rate of 12.619, the proposed Special District Tax Rate of 20.00 and the proposed GICC Special District Tax Rate of 20.00.

COST TO CITY: \$1,000 - \$2,000

BUDGETED ITEM: Yes

REVENUE TO CITY: \$14,696,616 General Fund, \$3,028,630 Special District, \$515,838 GICC Special District

CITY COUNCIL HEARING DATE: August 16, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Finance and Accounting

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Finance and Accounting Staff

ATTACHMENTS:

- NOTICE OF PUBLIC HEARINGS (PDF)
- 2021 Five Year History (PDF)
- 2021-22 MILLAGE RATE PRESS RELEASE (PDF)
- NOTICE OF PROPERTY TAX INCREASE 2021 (PDF)
- NOTICE OF PUBLIC HEARINGS (PDF)

Review:

- Althea Philord-Bradley Completed 08/09/2021 6:10 PM
- Rosyline Robinson Completed 08/10/2021 11:37 AM
- Mercedes Miller Completed 08/11/2021 10:58 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

NOTICE OF PUBLIC HEARINGS

The Mayor and Council of the City of College Park will hold three (3) Public Hearings to discuss the proposed FY22 Tax Millage of 12.619.

The Public Hearings will be held in the City of College Park City Hall, Council Chambers, located at 3667 Main Street, College Park, Georgia on the following dates and times:

Monday, September 20, 2021 at 6:00p.m.

Monday, October 4, 2021 at 6:00p.m.

Monday, October 18, 2021 at 7:30p.m.

NOTICE

The Mayor and City Council of the City of College Park announce the millage rate will be set at a Mayor and City Council meeting on **Monday, October 18, 2021, at 7:30pm in the Council Chambers of College Park City Hall located at 3667 main St., College Park, GA** and pursuant to the requirements of O.C.G.A 48-5-32 do hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

City of College Park 2021 Tax Digest and Five Year History of Levy

	2016	2017	2018	2019	2020	2021
Real and Personal	702,030,774	745,220,327	782,496,082	873,393,070	916,512,932	1,006,819,408
Motor Vehicles	10,706,900	7,851,790	5,782,330	4,615,690	3,651,500	4,227,650
Public Utility	123,798,843	130,482,253	159,758,023	212,994,332	222,114,207	227,196,422
Gross Digest	836,536,517	883,554,370	948,036,435	1,091,003,092	1,142,278,639	1,238,243,480
Less : M & O Exemptions	56,377,048	38,096,203	71,745,882	70,545,514	53,456,656	73,601,558
Net M & O Digest	\$780,159,469	\$845,458,167	\$876,290,553	\$1,020,457,578	\$1,088,821,983	\$1,164,641,922
Gross M & O Millage	17.264	17.128	17.124	16.645	16.102	15.857
Less : Rollbacks	4.645	4.509	4.505	4.026	3.483	3.238
Net M & O Millage	12.619	12.619	12.619	12.619	12.619	12.619
Net Taxes Levied	9,844,832	10,668,837	11,057,910	12,877,154	13,739,845	14,696,616
Net Tax Dollar Increase/(Decrease)	(240,960)	824,004	389,074	1,819,244	862,690	956,772
Net Tax Percent Increase/(Decrease)	-2.39%	8.37%	3.65%	16.45%	6.70%	6.96%
Special District Tax						
Special District Digest	108,166,382	118,514,547	117,342,091	140,231,528	151,402,138	151,431,509
Special District Millage Rate	14.50	14.50	14.50	14.50	20.00	20.00
Net Taxes Levied	1,568,413	1,718,461	1,701,460	2,033,357	3,028,043	3,028,630
Net Tax Dollar Increase/(Decrease)	125,618	150,048	(17,001)	331,897	994,686	587
Net Tax Dollar Increase/(Decrease)	8.71%	9.57%	-0.99%	19.51%	48.92%	0.02%
GICC Special District Tax						
GICC District Digest	13,150,771	17,749,495	15,728,775	15,440,061	20,634,955	25,791,916
GICC District Millage Rate	7.50	7.50	7.50	7.50	20.00	20.00
Net Taxes Levied	98,631	133,121	117,966	115,800	412,699	515,838
Net Tax Dollar Increase/(Decrease)	(571)	34,490	(15,155)	(2,165)	296,899	103,139
Net Tax Dollar Increase/(Decrease)	-0.58%	34.97%	-11.38%	-1.84%	256.39%	24.99%

Net Levy reflects the total amount billed, not collected.



PRESS RELEASE CITY OF COLLEGE PARK

P.O. Box 87137 ☎ COLLEGE PARK, GA 30337

WWW.COLLEGEPAKGA.COM

FOR IMMEDIATE RELEASE
Contact: Phase 3 Media, LLC.
Phone: (404) 767-1537 x1703

September 8, 2021

College Park to Maintain Same Property Tax Millage Rate for 2021

College Park – The Mayor and Council of the City of College Park announced today its intention to maintain the same ad valorem property tax millage rate of 12.619 mills. From 2012-2020 College Park has maintained this rate – 12.619. This represents a 0.75 mils above the most recent rollback rate of 11.869.

The proposal by the Mayor and City Council is to continue with the 2012-2020 millage rate. Furthermore, the *Net Tax Digest* (equal to the millage rate, multiplied by the taxable assessed value of property, minus deductions) for calendar year 2021 is \$75.8 million more, when compared to the Net Tax Digest for calendar year 2020. Additionally, the net tax levied for FY 2021-2022 is \$956,772 greater than the previous year.

The Mayor and City Council invite all concerned citizens to three public hearings regarding the setting of the 2021 millage rate - to be held Monday, September 20, 2021 at 6:00pm; Monday, October 4, 2020 at 6:00pm; and Monday, October 18, 2021 at 7:30pm. Each meeting will be held at College Park City Hall Council Chambers - 3667 Main Street, College Park, Georgia 30337.

###

Find out what's happening in College Park by logging onto the City's streaming web, @ <http://collegeparkga.pegstream.com/> or like us on Facebook @ www.facebook.com/cityofcollegepark

NOTICE OF PROPERTY TAX INCREASE

The **Mayor and Council of the City of College Park** has tentatively adopted a General Fund millage rate which will require an increase in property taxes by **6.32 percent**.

The **Mayor and Council of the City of College Park** has tentatively adopted a Special District Property Tax millage rate of 20.00 mills, which represents a **0.02** percent increase in property taxes over the previous year.

The **Mayor and Council of the City of College Park** has tentatively adopted a Georgia International Convention Center Tax millage rate of 20.00 mills, which represents a **24.99** percent increase in property taxes over the previous year.

All concerned citizens are invited to the public hearing on this tax increase to be held at City of College Park City Hall, Council Chambers, 3667 Main Street, College Park, Georgia on **September 20, 2021 at 6:00 pm**.

Times and places of additional public hearings on this tax increase are at City of College Park City Hall, Council Chambers, 3667 Main Street, College Park, Georgia on **October 4th, 2021 at 6:00 pm and October 18th, 2021 at 7:30pm**.

This tentative increase will result in a General Fund millage rate of **12.619 mills**, an increase of **0.75 mills**. Without this tentative tax increase, the millage rate will be no more than **11.869 mills**. The proposed tax increase for a home with a fair market value of **\$200,000** is approximately **\$30.00** and the proposed tax increase for non-homestead property with a fair market value of **\$200,000** is approximately **\$60.00**.

NOTICE OF PUBLIC HEARINGS

The Mayor and Council of the City of College Park will hold three (3) Public Hearings to discuss the proposed FY22 Tax Millage of 12.619.

The Public Hearings will be held in the City of College Park City Hall, Council Chambers, located at 3667 Main Street, College Park, Georgia on the following dates and times:

Monday, September 20, 2021 at 6:00p.m.

Monday, October 4, 2021 at 6:00p.m.

Monday, October 18, 2021 at 7:30p.m.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9037

DATE: August 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Resolution 2021-18 : Authorization to Refinance the Atlanta Land Purchase Revenue Bonds, Series 2014

PURPOSE: Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

REASON: To refinance multiple bonds and loans to provide cash flow relief.

RECOMMENDATION: Request that Mayor and Council authorize, the City's Financial Advisor, Edmund Wall of Piper Sandler & Co to finalize the transaction to refinance the following bonds:

Taxable Refunding

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2014 Series 2014(Atlanta Land Purchase)	\$1,420,000	Refund all outstanding bonds

ATTACHMENTS:

- College Park BIDA (City of College Park Project) - Atlanta Land Series 2021E - City Authorizing Resolution_86158960_2-c (DOCX)
- College Park BIDA Land (Atlanta) Project, Series 2021E - Bond Purchase Agreement_85998069_3-c (DOCX)
- College Park BIDA Land (Atlanta) Project, Series 2014 - Original Agreement of Sale_85973980_1-c (PDF)
- College Park BIDA Land (Atlanta) Project, Series 2021E - Assignment and Security Agreement_85982614_3-c (DOCX)

- College Park BIDA Land (Atlanta) Project, Series 2021E - Bond Resolution_85983105_3-c (DOCX)
- College Park BIDA Public Safety Project, Series 2021E - First Amendment to Agreement of Sale_85995354_3-c (DOCX)

Review:

- Althea Philord-Bradley Completed 08/10/2021 11:59 PM
- Rosylene Robinson Completed 08/11/2021 9:31 AM
- Mercedes Miller Completed 08/11/2021 10:59 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM

RESOLUTION NO. 2021-18

AN AUTHORIZING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK (THE “CITY”) TO REQUEST THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (THE “ISSUER”) TO (1) REFINANCE ALL OF THE OUTSTANDING OBLIGATIONS OF THE CITY RELATING TO THE ISSUER’S PREVIOUSLY ISSUED REVENUE BONDS (CITY OF COLLEGE PARK PROJECT), SERIES 2014, AND (2) REIMBURSE THE CITY FOR AMOUNTS PREVIOUSLY PAID TO THE ISSUER IN RESPECT OF THE PORTION OF THE SERIES 2014 BONDS WHICH WERE PAID ON APRIL 1, 2021, WITH THE PROCEEDS OF ITS TAXABLE REFUNDING REVENUE BONDS (CITY OF COLLEGE PARK PROJECT), SERIES 2021E; TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF A BOND PURCHASE AGREEMENT; FIRST AMENDMENT TO AGREEMENT OF SALE; AND ASSIGNMENT AND SECURITY AGREEMENT; TO AUTHORIZE ACKNOWLEDGEMENT OF SERVICE AND FILING OF AN ANSWER ON BEHALF OF THE CITY IN VALIDATION PROCEEDINGS TO BE BROUGHT IN VALIDATING THE SERIES 2021E BOND AND THE SECURITY THEREFOR; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the College Park Business and Industrial Development Authority (the “Issuer”) proposes to issue, sell, and deliver its revenue bonds to be known as “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bonds (City of College Park Project), Series 2021E” (the “Series 2021E Bond”), in the original principal of \$1,950,000, for the purpose of (1) refunding all of the outstanding hereinafter defined Series 2014 Bonds (the “Refunded Bonds”), which were issued in order to finance the costs of acquiring for future development approximately 150 parcels of land, aggregating approximately 35 acres, located west of the downtown area of the City of College Park (the “City”) (hereinafter referred to as the “Land”), and to finance related costs and (2) reimbursing the City for certain payments made in respect of the portion of the Series 2014 Bonds which were due on April 1, 2021 (the “Refunded Payment”); and

WHEREAS, the City is authorized by an amendment to Article IX, Section IV, paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) (the “Act”), (1) to enter into contracts and related agreements for the use by the City or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings, or facilities of the Issuer for a term not exceeding fifty years; and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate the City to make payment thereof to the Issuer upon such

terms as may be provided in any contract entered into by and between the Issuer and the City, in order to enable the Issuer to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Issuer to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Issuer; and

WHEREAS, the Act requires the Mayor and Council of the City to approve the issuance of revenue bonds by the Issuer; and

WHEREAS, the Issuer, by a Series 2014 Bond Resolution, duly and validly adopted on April 10, 2014 (the “Series 2014 Resolution”) authorized, issued and delivered its College Park Business and Industrial Development Authority Revenue Bond (City of College Park Project), Series 2014 (the “Series 2014 Bonds”), in original principal amount of \$4,220,000, now outstanding in the principal amount of \$1,420,000, in order to finance the acquisition of the Land; and

WHEREAS, the Issuer and the City previously entered into an Agreement of Sale, dated as of April 1, 2014 (collectively, the “Original Agreement”), under the terms of which the Issuer agreed to cause the Land to be acquired and the City agreed to (1) make installment payments of the purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2014 Bond when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement; and

WHEREAS, the Issuer has determined that it is in its best interest to provide for the refunding and refinancing of the Refunded Bond and Refunded Payment; and

WHEREAS, in connection of the issuance of the Series 2021E Bond by the Issuer, the City proposes to enter into a First Amendment to Agreement of Sale, dated as of September 1, 2021 (the “First Amendment”), with the Issuer, supplementing and amending the Original Agreement, the forms of which have been filed with the City and submitted to the Mayor and Council of the City, under the terms of which the City will agree to (1) make payments to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2021E Bond when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement, as supplemented and amended by the First Amendment (collectively the “Agreement”); and

WHEREAS, the Issuer, based on the advice and consent of the City and its financial advisor has determined that Truist Bank (the “Purchaser”) has presented desirable financing terms for the purchase of the Series 2021E Bond; and

WHEREAS, the Issuer is expected to adopt a Series 2021E Bond Resolution (the “Series 2021E Resolution”), authorizing the execution and delivery of (i) a Bond Purchase Agreement between the Issuer and the Purchaser, (ii) the First Amendment between Issuer and the City, (iii)

an Assignment and Security Agreement assigning all of the Issuer's rights in the Agreement to the Purchaser of the Series 2021E Bond, and (iv) issuance of the Series 2021E Bond; and

WHEREAS, the Series 2021E Resolution sets forth, among other things, the interest rates that the Series 2021E Bond bear and the principal amount of the Series 2021E Bond that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Issuer will furnish the City with a certified copy of the Series 2021E Resolution in order that any payments required to be made by the City under the Agreement may be accurately computed and conclusively established; and

WHEREAS, after careful study and investigation, the City desires to enter into the Second Amendment and desires to approve the issuance of the Series 2021E Bond by the Issuer, as required by the terms of the Act;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park as follows:

1. The issuance of the Series 2021E Bond in the principal amount of \$1,950,000 by the Issuer for the purposes of (a) refunding the Series 2014 Bonds, in the outstanding principal amount of \$1,420,000, (b) reimbursing the City for certain payments made in respect of the portion of the Series 2014 Bonds which were due on April 1, 2021 in the amount of \$440,000, and (c) financing related costs is hereby approved, as required by the terms of the Act.

2. The form, terms, and conditions and the execution, delivery, and performance of the First Amendment, which has been filed with the City, are hereby approved and authorized. The First Amendment shall be in substantially the form submitted to the Mayor and Council of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the City, whose approval thereof shall be conclusively evidenced by the execution of the First Amendment.

3. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute on behalf of the City the First Amendment, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tem. and City Clerk of the City are authorized and directed to deliver the First Amendment on behalf of the City to the other party thereto, and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021E Bond and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. The Issuer shall furnish the City with a duly certified copy of the Series 2021E Resolution, and the City will retain the Series 2021E Resolution in its permanent records, and hereby authorizes the issuance of the Series 2021E Bond.

5. This Resolution and the First Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the

office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this ____ day of _____, 2021.

CITY OF COLLEGE PARK

By: _____
Mayor

(SEAL)

Attest:

City Clerk

CITY CLERK’S CERTIFICATE

I, **SHAVALA MOORE**, the duly appointed, qualified, and acting City Clerk of the City of College Park (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted August ____, 2021 by the Mayor and Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this ____ day of _____, 2021.

(SEAL)

City Clerk, City of College Park

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

\$1,950,000

TAXABLE REFUNDING REVENUE BOND
(CITY OF COLLEGE PARK PROJECT), SERIES 2021E

BOND PURCHASE AGREEMENT

Dated September ____, 2021

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COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY
College Park, Georgia

BOND PURCHASE AGREEMENT

_____, 2021

Truist Bank
Atlanta, Georgia

Ladies and Gentlemen:

The College Park Business and Industrial Development Authority (the “**Issuer**”), a public corporation created and existing under the laws of the State of Georgia, agrees with you as follows:

1. ISSUANCE OF THE BOND.

1.1. Authorization of the Series 2021E Bond.

The Issuer has duly authorized the issuance and sale of \$1,950,000 in original principal amount of its Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E (the “**Series 2021E Bond**,” such term to include any such bond issued in substitution therefor pursuant to Section 10 of this Agreement). The Series 2021E Bond shall be substantially in the form set out in Exhibit A, with such changes therefrom, if any, as may be approved by you and the Issuer. Certain capitalized terms used in this Agreement are defined in Section 17.1 of this Agreement; references to an “Exhibit” are, unless otherwise specified, to an Exhibit attached to this Agreement.

1.2. Terms of the Series 2021E Bond.

The Series 2021E Bond shall be dated the date of its issuance and delivery, and shall be designated “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E.” The Series 2021E Bond shall be issued as a single, fully registered bond without coupons in the principal amount of \$1,950,000 and shall be numbered R-1.

The Series 2021E Bond shall bear interest from its dated date on the outstanding principal amount thereof at the rate per annum of 2.98%, computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2021E Bond shall be payable on March 1, 2022, and semi-annually thereafter on March 1 and September 1 of each year. The Series 2021E Bond is a Term Bond subject to mandatory redemption prior to maturity on the following dates and in the following principal amounts at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium, unless called for earlier redemption, as follows:

<u>September of the Year</u>	<u>Principal Amount</u>
2024	\$140,000
2025	145,000
2026	150,000
2027	155,000
2028	155,000
2029	160,000
2030	165,000

(Leaving \$880,000 to mature on September 1, 2031)

The Series 2021E Bonds shall bear interest on overdue principal, to the extent permitted by law, at the interest rate per annum of eighteen percent (18%).

1.3. Security for the Series 2021E Bond.

Contemporaneously with the issuance of the Series 2021E Bond, as security for the payment of the Series 2021E Bond, the Issuer shall execute and deliver the Assignment.

1.4. Limited Obligation.

The Series 2021E Bond shall be a special or limited and not general obligation of the Issuer giving rise to no pecuniary liability of the Issuer, shall be payable solely from the Security, and shall be a valid claim of the Bondholder only against the Security, which Security is hereby again specifically pledged and assigned for the payment of the Series 2021E Bond and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Series 2021E Bond, except as may be otherwise expressly authorized in the Bond Documents. The Series 2021E Bond shall not constitute a general or moral obligation of the City of College Park nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit or taxing power of, the City of College Park or the State of Georgia or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of the State of Georgia, the City of College Park, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Series 2021E Bond or other costs incident thereto. The Issuer has no taxing power. Neither the members of the Governing Body of the Issuer nor any person executing the Series 2021E Bond shall be liable personally on the Series 2021E Bond by reason of the issuance thereof.

2. SALE AND PURCHASE OF THE SERIES 2021E BOND.

Subject to the terms and conditions of this Agreement, the Issuer shall issue and sell to you and you shall purchase from the Issuer, at the Closing provided for in Section 3, the Series 2021E Bond at the purchase price of 100% of the principal amount thereof. You shall pay the purchase price of the Series 2021E Bond to the Issuer at the Closing.

3. CLOSING.

The sale and purchase of the Series 2021E Bond shall occur at the offices of the Issuer, 3667 Main Street, College Park, Georgia, at ___ a.m., local time, at a closing (the “Closing”) on September ___, 2021, or on such other Business Day thereafter, as may be agreed upon by the Issuer, you, and the Purchaser. At the Closing the Issuer shall deliver to you the Series 2021E Bond duly executed in the form of a single, fully registered Series 2021E Bond without coupons in a denomination of \$1,950,000, dated the date of issuance and delivery, and registered in your name (or in the name of your nominee), against delivery by you to the Issuer or its order of immediately available funds in the amount of the purchase price therefor. If at the Closing the Issuer shall fail to tender the Series 2021E Bond to you as provided above in this Section 3, or any of the conditions specified in Section 4 shall not have been fulfilled to your satisfaction, you shall, at your election, be relieved of all further obligations under this Agreement, without thereby waiving any rights you may have by reason of such failure or such nonfulfillment.

4. CONDITIONS TO CLOSING.

Your obligation to purchase and pay for the Series 2021E Bond at the Closing is subject to the fulfillment to your satisfaction, prior to or at the Closing, of the following conditions:

4.1. Representations and Warranties.

The representations and warranties of the Issuer and the Purchaser in the Sale Agreement shall be correct when made and at the time of the Closing.

4.2. Performance; No Default.

The Issuer and the Purchaser shall have performed and complied with all agreements and conditions contained in this Agreement and the Sale Agreement required to be performed or complied with by them prior to or at the Closing and after giving effect to the issue and sale of the Series 2021E Bond (and the application of the proceeds thereof as contemplated by this Agreement) no Event of Default under this Agreement or the Sale Agreement shall have occurred and be continuing.

4.3. Compliance Certificates.

(a) Issuer’s Certificate. The Issuer shall have delivered to you a closing certificate, dated the date of the Closing, incorporating a copy of the Bond Resolution, each certified by the Secretary-Treasurer or the Assistant Secretary-Treasurer of the Issuer, and certifying that the conditions applicable to the Issuer specified in Sections 4.1 and 4.2 have been fulfilled.

(b) Purchaser’s Certificate. The Purchaser shall have delivered to you a closing certificate, dated the date of the Closing, incorporating a copy of the resolution of the Mayor and Council of the Purchaser authorizing and approving the execution and delivery of the Sale Agreement and all other documents to be delivered by the Purchaser in connection with the transactions contemplated by such instruments and approving the issuance of the Series 2021E Bond by the Issuer, as required by the Act, each certified by the City Clerk, and certifying that the conditions applicable to the Purchaser specified in Sections 4.1 and 4.2 have been fulfilled.

4.4. Opinions of Counsel.

You shall have received opinions in form and substance satisfactory to you, dated the date of the Closing, (a) from Daniel W. Lee, Esq., counsel for the Issuer, in a form acceptable to the Issuer and Bondholder; (b) from Fincher Denmark Williams & Minnifield, LLC, counsel for the Purchaser, in a form acceptable to the Issuer and Bondholder; and (c) from Hunton Andrews Kurth, Bond Counsel, in a form acceptable to the Issuer and Bondholder, each opinion covering such other matters incident to the transactions contemplated hereby as you or your counsel may reasonably request.

4.5. Purchase Permitted By Applicable Law, etc.

On the date of the Closing, your purchase of the Series 2021E Bond shall (i) be permitted by the laws and regulations of each jurisdiction to which you are subject; (ii) not violate any applicable law or regulation (including, without limitation, Regulation G, T, or X of the Board of Governors of the Federal Reserve System); and (iii) not subject you to any tax, penalty, or liability under or pursuant to any applicable law or regulation, which law or regulation was not in effect on the date hereof.

4.6. Security Documents.

You shall have received in form and substance satisfactory to you original duly executed counterparts of this Agreement, the Sale Agreement, and the Assignment.

4.7. Lien Documents.

You shall have received in form and substance satisfactory to you (a) evidence to the effect that all appropriate filings and other steps then necessary for perfection of the liens and security interests created by the Assignment and in the Security, as against third party creditors of and purchasers for value in good faith from the Issuer have been taken, and (b) certified copies of Requests for Information or Copies (Form UCC-11), or equivalent reports, listing all effective financing statements that name the Issuer as debtor and that are filed in Fulton County, Georgia, together with copies of such financing statements, none of which shall cover the collateral purported to be covered by the Assignment, except as shall be terminated on the date of the Closing.

4.8. Validation Order.

You shall have received a certified copy of an order of the Superior Court of Fulton County, Georgia, validating and confirming the Series 2021E Bond and the security therefor.

4.9. Proceedings and Documents.

All corporate and other proceedings in connection with the transactions contemplated by this Agreement and the other Bond Documents and all documents and instruments incident to such transactions shall be satisfactory to you and your counsel, and you and your counsel shall have received all such counterpart originals or certified or other copies of such documents as you or they may reasonably request.

5. RESERVED.

6. REPRESENTATIONS OF THE BOND BUYER.

You represent that you are purchasing the Series 2021E Bond for your own account or for one or more separate accounts maintained by you for investment purposes or for your loan portfolio and not with a view to the distribution thereof, provided that the disposition of your property shall at all times be within your control. You agree (1) to execute and deliver to the Issuer, the Purchaser, and the placement agent for the Series 2021E Bond an Investment Letter substantially in the form attached hereto as Exhibit B, at or prior to the Closing, and (2) that the Series 2021E Bond may not be resold except in compliance with the terms of such Investment Letter.

7. REDEMPTION OF THE SERIES 2021E BOND.

7.1. Optional Redemption.

(a) The Series 2021E Bond will be subject to optional redemption in whole or in part at any time upon two Business Days' prior written notice to the Bondholder at the following prices: (a) prior to [August 20, 2026,] [September ___, 2026,] at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, plus the Make-Whole Fee, and (b) on or after [August 20, 2026,] [September ___, 2026,] at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

(b) The "Make-Whole Fee" shall equal the present value of the difference between (1) the amount that would have been realized by the Bondholder on the prepaid amount for the remaining term of the loan at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the "Swap Rate") for a term corresponding to the term of the Series 2021E Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Series 2021E Bond and (2) the amount that would be realized by the Bondholder by reinvesting such prepaid funds for the remaining term of the loan at the Swap Rate for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may repay with no additional fee. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, the Bondholder may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by the Bondholder. The Bondholder shall provide the Issuer with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding.

7.2. Reserved.

7.3. Maturity.

In the case of each redemption of the Series 2021E Bond pursuant to this Section 7, the principal amount of the Series 2021E Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount

accrued to such date and the applicable premium, if any. From and after such date, unless the Issuer shall fail to pay such principal amount when so due and payable, together with the interest and premium, if any, as aforesaid, interest on such principal amount shall cease to accrue.

8. COVENANTS.

8.1. Payment of Principal, Interest, and Premium.

The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on the Series 2021E Bond at the place, on the dates, and in the manner provided herein and in the Series 2021E Bond according to the true intent and meaning thereof, but solely from the Security. The principal of, premium, if any, and interest on the Series 2021E Bond are payable solely from the sources as provided herein, which sources are hereby specifically pledged to the payment thereof in the manner and to the extent specified in the Assignment, and nothing in the Series 2021E Bond or in this Agreement shall be construed as pledging any other funds or assets of the Issuer.

8.2. Performance of Covenants; Authority of the Issuer.

The Issuer covenants that it shall faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement, in the Series 2021E Bond, and in all proceedings pertaining thereto. The Issuer represents that it is duly authorized under the Constitution and statutes of the State, including particularly the Act, to issue the Series 2021E Bond and to execute this Agreement, and to pledge the Security pledged in the manner and to the extent set forth in the Assignment, that all action required on its part for the issuance of the Series 2021E Bond and the execution and delivery of this Agreement have been duly and effectively taken, and that the Series 2021E Bond in the hands of the Bondholder is and will be the valid and enforceable obligation of the Issuer according to the import thereof.

8.3. Instruments of Further Assurance.

The Issuer agrees that the Bondholder may defend its rights to the payments and other amounts due under the Sale Agreement against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such agreements and such further acts, instruments, and transfers as the Bondholder may reasonably require for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Bondholder the Security. The Issuer covenants and agrees that, except as herein and in the Assignment provided, it has not and will not sell, transfer, convey, assign, pledge, encumber, grant a security interest in, or otherwise dispose of, or create or suffer to be created any lien, encumbrance, security interest, or charge upon, any part of the Security or the income and revenues therefrom or of its rights under the Sale Agreement, or enter into any contract or take any action by which the rights of the Bondholder may be impaired.

8.4. Inspection of Books.

The Issuer covenants and agrees that all books and documents in its possession relating to the acquisition of the Land and the income and revenues derived from the acquisition of the Land

shall at all reasonable times be open to inspection by such accountants or other agents as the Bondholder may from time to time designate.

8.5. Rights Under and Possession of the Sale Agreement.

The Sale Agreement, a duly executed original or counterpart of which has been filed with you, sets forth the covenants and obligations of the Issuer and the Purchaser, respectively, including provisions that subsequent to the initial issuance of the Series 2021E Bond and prior to its payment in full, the Sale Agreement may not be effectively amended, changed, modified, altered, or terminated (other than as provided therein) without the written consent of the Bondholder, and reference is hereby made to the Sale Agreement for a detailed statement of such covenants and obligations of the Purchaser under the Sale Agreement, and the Bondholder in its own name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Purchaser under and pursuant to the Sale Agreement, whether or not the Issuer is in default hereunder.

So long as the Series 2021E Bond remains outstanding, and for such longer period when required by the Bond Documents, the Issuer shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Sale Agreement. The Issuer covenants to maintain, at all times, the validity and effectiveness of the Sale Agreement and (except as expressly permitted thereby) shall take no action, shall permit no action to be taken by others, and shall not omit to take any action or permit others to omit to take any action, which action or omission might release the Purchaser from its liabilities or obligations under the Sale Agreement or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Sale Agreement.

The Issuer covenants to diligently enforce all covenants, undertakings, and obligations of the Purchaser under the Sale Agreement, and the Issuer hereby authorizes and directs the Bondholder to enforce any and all of the Issuer's rights under the Sale Agreement on behalf of the Issuer.

8.6. Recording and Filing.

The security interest of the Bondholder created by the Assignment shall be perfected by the filing of financing statements required to be filed pursuant to the State of Georgia Uniform Commercial Code or by the taking of possession of appropriate collateral. Such financing or continuation statements shall be filed from time to time, and the appropriate parties shall take or maintain possession of appropriate collateral, as is necessary to preserve the security interest of the Assignment.

8.7. Maintenance of Existence; Compliance with Laws.

The Issuer shall at all times maintain its corporate existence or assure the assumption of its obligations under the Bond Documents by any other entity succeeding to its powers. The Issuer shall comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body known to it to be applicable to the Bond Documents.

9. EVENTS OF DEFAULT AND REMEDIES.

9.1. Events of Default.

(a) If any of the following events occur, it is hereby defined as and declared to be and to constitute a default and an “**Event of Default**”:

(1) default in the due and punctual payment of any interest on the Series 2021E Bond;

(2) default in the due and punctual payment of any principal of the Series 2021E Bond (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof;

(3) any material breach by the Issuer of any representation or warranty made in the Bond Documents or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer in the Bond Documents or in the Series 2021E Bond contained, subject to the provisions of subsection (b) of this Section 9.1;

(4) the issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Issuer relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of sixty consecutive days;

(5) the consent by the Issuer to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Issuer or of any substantial part of its property, affairs, or assets; or

(6) the occurrence of an “Event of Default” under any of the Bond Documents.

(b) Anything herein to the contrary notwithstanding, no default under Section 9.1(a)(3) shall constitute an Event of Default until actual written notice of such default by registered or certified mail shall be given by the Bondholder to the Purchaser and the Issuer, and the Purchaser and the Issuer shall have had thirty (30) days after receipt of such notice to correct such default or cause such default to be corrected and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if such default be such that it cannot with due diligence be cured within the applicable period but can be wholly cured within a period of time not materially detrimental to the rights of the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the Purchaser or the Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected in accordance with and subject to any directions or limitations of time established by the Bondholder.

With regard to any alleged default concerning which notice is given to the Purchaser under the provisions of this Section 9.1(b), the Issuer hereby grants the Purchaser full authority for the account of the Issuer to perform any covenant or obligation alleged in such notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In addition, the Bondholder shall give written notice of all other Events of Default by registered or certified mail to the Purchaser, provided, however, such notice shall not be a condition precedent to the Bondholder exercising any right or remedy granted to it hereunder.

9.2. Remedies.

If any Event of Default has occurred and is continuing, the Bondholder may exercise any right, power, or remedy permitted to it by law or under the terms of the Bond Documents and may proceed to protect and enforce the rights of the Bondholder by an action at law, suit in equity, or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained herein, in the other Bond Documents, or in the Series 2021E Bond, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

9.3. No Waivers or Election of Remedies; Expenses.

No course of dealing and no delay or omission on the part of the Bondholder in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair or prejudice the Bondholder's rights, powers, or remedies, but any such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient. No right, power, or remedy conferred by this Agreement, by any other Bond Document, or by the Series 2021E Bond upon the Bondholder shall be exclusive of any other right, power, or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute, or otherwise, but each and every such right, power, or remedy shall be cumulative and shall be in addition to every other right, power, or remedy given under this Agreement, any other Bond Document, or the Series 2021E Bond or now or hereafter existing at law, in equity, by statute, or otherwise. Without limiting the obligations of the Issuer under Section 12, the Issuer will pay to the Bondholder on demand, but solely from the Security, such further amount as shall be sufficient to cover all costs and expenses of the Bondholder incurred in any enforcement or collection under this Section 9, including, without limitation, reasonable attorneys' fees, expenses, and disbursements.

10. REGISTRATION; TRANSFER; SUBSTITUTION OF THE SERIES 2021E BOND.

10.1. Registration of the Series 2021E Bond.

The Issuer shall keep at its office a register for the registration and registration of transfers of the Series 2021E Bond. The name and address of the Bondholder, each transfer thereof, and the name and address of each transferee of the Series 2021E Bond shall be registered in such register. Prior to due presentment for registration of transfer, the Person in whose name the Series 2021E Bond shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including the receipt of payments of principal of, premium, if any, and interest

on the Series 2021E Bond), whether or not the Series 2021E Bond shall be overdue, and the Issuer shall not be affected by any notice or knowledge to the contrary.

10.2. Transfer of the Series 2021E Bond.

Upon surrender of the Series 2021E Bond at the office of the Issuer for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of the Series 2021E Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the Series 2021E Bond, the Issuer shall execute and deliver, at the Issuer's expense (except as provided below), a new Series 2021E Bond in exchange therefor, in a principal amount equal to the unpaid principal amount of the Tendered Bond. Each such new Series 2021E Bond shall be payable to such Person as the former Bondholder may request and shall be issued as a single, fully registered bond substantially in the form of Exhibit A. Each such new Series 2021E Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Series 2021E Bond or dated the date of the surrendered Series 2021E Bond if no interest shall have been paid thereon. The Issuer may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Series 2021E Bond. The Series 2021E Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Series 2021E Bond. No transfer of the Series 2021E Bond shall be made until (1) the transferring Bondholder has assigned all of its right, title, and interest in this Agreement and the Assignment to such transferee; (2) the transferee has assumed in writing your obligations under this Agreement; and (3) the transferring Bondholder has complied with the terms of an Investment Letter substantially in the form of Exhibit E. The Issuer shall not be required to transfer the Series 2021E Bond until the certificate of validation on any new Series 2021E Bond shall have been properly executed by the Clerk of the Superior Court of Fulton County.

10.3. Replacement of the Series 2021E Bond.

Upon receipt by the Issuer of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the Series 2021E Bond, and

(a) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Bondholder is, or is a nominee for, you or another Bondholder with a minimum net worth of at least \$25,000,000, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory); or

(b) in the case of mutilation, upon surrender and cancellation thereof,

the Issuer at its own expense shall execute and deliver, in lieu thereof, a new single, fully registered Series 2021E Bond, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Series 2021E Bond or dated the date of such lost, stolen, destroyed, or mutilated Series 2021E Bond if no interest shall have been paid thereon.

11. PAYMENTS ON THE SERIES 2021E BOND.

All sums becoming due on the Series 2021E Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address

specified for such purpose by the Bondholder in writing to the Purchaser and the Issuer, without the presentation or surrender of the Series 2021E Bond or the making of any notation thereon, except that upon written request of the Issuer made concurrently with or reasonably promptly after payment or redemption in full of the Series 2021E Bond, you shall surrender the Series 2021E Bond for cancellation, reasonably promptly after any such request, to the Issuer. Prior to any sale or other disposition of the Series 2021E Bond held by you or your nominee you shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

All payments of principal of the Series 2021E Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by you on the Schedule of Payments and Redemptions attached to the Series 2021E Bond; provided, however, that any failure by you to endorse such information on such Schedule shall not in any manner affect the obligation of the Issuer to make payments of principal and interest in accordance with the terms of the Series 2021E Bond. The Issuer hereby irrevocably authorizes and directs you to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of the Series 2021E Bond.

You shall permit the Issuer or the Purchaser at any time during regular business hours to make at your principal office an appropriate notation on the Series 2021E Bond of payments of principal thereof, if at least five Business Days prior thereto the Issuer or the Purchaser shall have given written notice of its intention to do so and if it shall not have received from you a written confirmation that the requested notation has been made.

In the event that on any date the Issuer shall pay less than the amount then due on the Series 2021E Bond, such partial payment shall be applied to the amounts then due in the following order of priority: (i) reimbursable expenses and indemnities, (ii) accrued interest and premium, if any, on the Series 2021E Bond, (iii) principal of the Series 2021E Bond, and (iv) any other amounts due under the Series 2021E Bond or the Bond Documents.

12. EXPENSES, ETC.

12.1. Transaction Expenses.

Whether or not the transactions contemplated hereby are consummated, the Issuer will pay, but solely from the Security, all costs and expenses (including reasonable attorneys' fees of a counsel and, if reasonably required, local or other counsel) incurred by you in connection with such transactions and in connection with any amendments, waivers, or consents under or in respect of this Agreement, the other Bond Documents, or the Series 2021E Bond (whether or not such amendment, waiver, or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement, the other Bond Documents, or the Series 2021E Bond, or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this Agreement, the other Bond Documents, or the Series 2021E Bond, or by reason of being the Bondholder; and (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of the Issuer or the Purchaser or in

connection with any work-out or restructuring of the transactions contemplated hereby, by the other Bond Documents, and by the Series 2021E Bond.

12.2. Survival.

The obligations of the Issuer under this Section 12 will survive the payment or transfer of the Series 2021E Bond; the enforcement, amendment, or waiver of any provision of this Agreement, any of the other Bond Documents, or the Series 2021E Bond; and the termination of this Agreement.

13. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; ENTIRE AGREEMENT.

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Series 2021E Bond, the purchase or transfer by you of the Series 2021E Bond or interest therein and the payment of the Series 2021E Bond, and may be relied upon by any subsequent Bondholder, regardless of any investigation made at any time by or on behalf of you or any other Bondholder. All statements contained in any certificate or other instrument delivered by or on behalf of the Issuer pursuant to this Agreement shall be deemed representations and warranties of the Issuer under this Agreement. Subject to the preceding sentence, this Agreement, the other Bond Documents, and the Series 2021E Bond embody the entire agreement and understanding between you and the Issuer and supersede all prior agreements and understandings relating to the subject matter hereof.

14. AMENDMENT AND WAIVER.

14.1. Requirements.

This Agreement, the Assignment, and the Series 2021E Bond may be amended, changed, and modified, and the observance of any term hereof or of the Assignment or the Series 2021E Bond may be waived (either retroactively or prospectively), by the written agreement of the parties hereto, with (and only with) the prior written consent of the Purchaser.

14.2. Binding Effect, etc.

Any amendment, change, modification, or waiver consented to as provided in this Section 14 shall be binding upon you and upon each future Bondholder and upon the Issuer without regard to whether the Series 2021E Bond has been marked to indicate such amendment, change, modification, or waiver. No such amendment, change, modification, or waiver will extend to or affect any obligation, covenant, agreement, or Event of Default not expressly amended, changed, modified, or waived or impair any right consequent thereon. No course of dealing between the Issuer and any Bondholder nor any delay in exercising any rights hereunder or under the Series 2021E Bond shall operate as a waiver of any rights of any Bondholder.

14.3. Sale Agreement.

The Issuer shall not amend, change, or modify the Sale Agreement, or waive the observance of any term thereof, without the prior written consent of the Bondholder.

15. NOTICES.

All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

Issuer: College Park Business and Industrial
Development Authority
3667 Main Street
College Park, Georgia 30337
Attention: Chairman

Bondholder: Truist Bank
1155 Peachtree Street, NE, Suite 900
Atlanta, Georgia 30309
Attention: _____

Notices under this Section 15 will be deemed given only when actually received. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Purchaser.

16. SUBSTITUTION OF BOND BUYER.

You shall have the right to substitute any one of your Affiliates as the purchaser of the Series 2021E Bond, by written notice to the Issuer and the Purchaser, which notice shall be signed by both you and such Affiliate, shall contain such Affiliate’s agreement to be bound by this Agreement, and shall contain a confirmation by such Affiliate of the accuracy with respect to it of the representations set forth in Section 6. Upon receipt of such notice, wherever the word “you” is used in this Agreement (other than in this Section 16), such word shall be deemed to refer to such Affiliate in lieu of you. In the event that such Affiliate is so substituted as a purchaser hereunder and such Affiliate thereafter transfers to you the Series 2021E Bond then held by such Affiliate, upon receipt by the Issuer and the Purchaser of notice of such transfer, wherever the word “you” is used in this Agreement (other than in this Section 16), such word shall no longer be deemed to refer to such Affiliate, but shall refer to you, and you shall have all the rights of the original Bondholder under this Agreement.

17. INTERPRETATION.

17.1. Definitions.

Certain words and terms used in this Agreement shall have the meaning given them in Section 1.01 of the Sale Agreement, which by this reference is incorporated herein. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given

to them by the language employed in Section 1.01 of the Sale Agreement and in this Section 17.1 defining such words and terms, unless the context or use clearly indicates otherwise.

“**Affiliate**” means any Person directly or indirectly controlling, controlled by, or under common control with another Person or any Person controlling ten percent (10%) or more of the voting securities or equity or membership interest of such Person or any officer, director, or partner of such Person and if such Person is an officer, director, or partner, any entity for which such Person acts in any such capacity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or an equity interest, by contract, or otherwise.

“**Assignment**” means the Assignment and Security Agreement dated as of _____, 2021, between the Issuer and Truist Bank, and any supplements or amendments thereto.

“**Bond Documents**” means this Agreement, the Sale Agreement and the Assignment.

“**Business Day**” means any day other than a Saturday, a Sunday, or a day on which commercial banks in Atlanta, Georgia are required or authorized to be closed.

“**Closing**” is defined in Section 3.

“**Default**” means an event or condition the occurrence or existence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“**Event of Default**” is defined in Section 9.

“**Purchaser**” means the City of College Park.

“**Sale Agreement**” means the Agreement of Sale dated as of April 1, 2014, and the First Amendment to Agreement of Sale dated as of _____, 2021, each between the Issuer and the Purchaser. The term Sale Agreement shall include any amendments or supplements thereto.

“**Security**” means any of the property subject to the operation of the assignment and pledge and grant of lien and security interest contained in the Assignment.

17.2. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) All references in this instrument to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this instrument. The words “herein,” “hereof,” “hereto,” “hereby,” and “hereunder” and other words of similar

import refer to this Agreement as a whole and not to any particular Section or other subdivision.

(3) The terms defined in this Section include the plural as well as the singular.

17.3. Table of Contents; Titles and Headings.

The table of contents, the titles of the sections, and the headings of the subdivisions of this Agreement are solely for convenience of reference; are not a part of this Agreement; and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

18. MISCELLANEOUS.

18.1. Successors and Assigns.

All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Bondholder) whether so expressed or not.

18.2. Payments Due on Non-Business Days.

Anything in this Agreement or the Series 2021E Bond to the contrary notwithstanding, any payment of principal of or premium or interest on the Series 2021E Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day.

18.3. Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

18.4. Construction.

Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

18.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of

a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

18.6. Governing Law.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Georgia excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

18.7. No Liability of Issuer's Officers.

No recourse under or upon any obligation, covenant, or agreement contained in this Agreement, in any other Bond Document, or in the Series 2021E Bond, or for any claim based thereon, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent of this Agreement, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer, or any incorporator, member, director, or officer of any successor corporation, as such, either directly or through the Issuer or any successor corporation, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Bondholder or otherwise, of any sum that may be due and unpaid by the Issuer under this Agreement, under any other Bond Document, or upon the Series 2021E Bond. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director, or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Bondholder or otherwise, of any sum that may remain due and unpaid under this Agreement, under any other Bond Document, or upon the Series 2021E Bond, is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement and the issuance of the Series 2021E Bond.

18.8. Third Party Beneficiary.

The Purchaser is and shall be deemed to be a third party beneficiary of this Agreement.

[Signatures and Seals to Follow]

SIGNATURES AND SEALS

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this Agreement and return it to the Issuer, whereupon the foregoing shall become a binding agreement between you and the Issuer.

Very truly yours,

**COLLEGE PARK BUSINESS AND
INDUSTRIAL DEVELOPMENT AUTHORITY**

By: _____
Chairman

(SEAL)

Attest:

Secretary-Treasurer

The foregoing is hereby agreed to as of the date thereof.

TRUIST BANK

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

[Attached]

EXHIBIT B
FORM OF INVESTMENT LETTER

[Attached]

**COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY**

(a public corporation created
and existing under the laws of the State of Georgia)

as Seller

and

CITY OF COLLEGE PARK

(a municipal corporation created and existing under
the laws of the State of Georgia)

as Purchaser

AGREEMENT OF SALE

Dated as of April 1, 2014

THE RIGHTS AND INTEREST OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY IN THIS AGREEMENT OF SALE AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN ASSIGNED AND ARE THE SUBJECT OF A GRANT OF A SECURITY INTEREST TO PNC BANK, NATIONAL ASSOCIATION, UNDER AN ASSIGNMENT AND SECURITY AGREEMENT DATED THE DATE HEREOF.

AGREEMENT OF SALE

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AGREEMENT OF SALE

This **AGREEMENT OF SALE**, dated as of April 1, 2014, by and between the College Park Business and Industrial Development Authority (the "Issuer"), a public corporation created and existing under the laws of the State of Georgia, and the City of College Park (the "Purchaser"), a municipal corporation created and existing under the laws of the State of Georgia;

WITNESSETH:

WHEREAS, the Issuer desires to sell the Land, as hereinafter defined, to the Purchaser, and the Purchaser desires to purchase the Land from the Issuer, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Issuer and the Purchaser are authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Certain words and terms used in this Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Agreement:

“Act” means an amendment to Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) and as the same may be from time to time additionally supplemented and amended.

“Agreement” means the within Agreement of Sale between the Issuer and the Purchaser, as the same may be amended from time to time in accordance with the provisions hereof.

“Assignment” means the Assignment and Security Agreement, dated the date hereof, between the Issuer and the Bond Buyer, under the terms of which the Issuer assigned and pledged, and granted a first priority security interest in, its right, title, and interest in this Agreement (except Unassigned Rights) to the Bond Buyer, as security for the payment of principal of, premium, if any, and interest on the Bond. The term Assignment shall include any amendments or supplements thereto.

“Authorized Issuer Representative” means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the Purchaser, the Bondholder, and the Depository, containing the specimen signature of such person and signed on behalf of the Issuer by the Chairman or Vice Chairman of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Authorized Purchaser Representative” means the person at the time designated to act on behalf of the Purchaser by written certificate furnished to the Issuer, the Bondholder, and the Depository, containing the specimen signature of such person and signed on behalf of the Purchaser by its Mayor or Mayor Pro Tempore. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Bond” means the revenue bond designated “College Park Business and Industrial Development Authority Refunding Revenue Bond (City of College Park Project), Series 2014,” dated the date of its delivery, in the original principal amount of \$4,220,000, to be issued pursuant to the Bond Purchase Agreement, and any bond issued in substitution or exchange therefor.

“Bond Buyer” means PNC Bank, National Association, Atlanta, Georgia, and its successors and assigns.

“Bond Documents” means, collectively, this Agreement, the Assignment, and the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated the date of its execution and delivery, between the Issuer and the Bond Buyer, under the terms of which the Issuer agreed to issue and sell the Bond to the Bond Buyer and the Bond Buyer agreed to purchase the Bond from the Issuer. The term Bond Purchase Agreement shall include any amendments or supplements thereto.

“Bond Resolution” means the resolution or resolutions adopted by the Governing Body of the Issuer authorizing the issuance and sale of the Bond and the security therefor.

“Bondholder” means the Person in whose name the Bond is registered on the bond registration books kept and maintained by the Issuer.

“Depository” means SunTrust Bank, College Park, Georgia, and its successors and assigns.

“Event of Default” means any event specified in Section 8.01 of this Agreement.

“Fiscal Year” means any period of twelve consecutive months adopted by the Purchaser as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

“Governing Body” means, in the case of the Issuer, the members of the Issuer and, in the case of the Purchaser, its City Council.

“Issuer” means the College Park Business and Industrial Development Authority, a public corporation created and existing under the laws of the State, the party of the first part hereto, and its successors and assigns.

“Land” means the real estate described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

“Lien” means any mortgage or pledge of or security interest in or lien, charge, or encumbrance on the Land.

“Permitted Investments” means the obligations in which the Issuer is permitted to invest proceeds of the Bond pursuant to applicable law.

“Person” means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, limited liability companies, and public bodies.

“Project Fund” means the Project Fund created in Section 5.1 of the Bond Purchase Agreement and referred to herein.

“Purchase Price” means the purchase price payable by the Purchaser to the Issuer pursuant to Section 5.03(a) of this Agreement.

“Purchaser” means the City of College Park, a municipal corporation created and existing under the laws of the State, the party of the second part hereto, and its successors and assigns.

“State” means the State of Georgia.

“Unassigned Rights” means all of the rights of the Issuer to receive reimbursements and payments pursuant to Sections 5.03(b), 6.02, and 8.04 hereof, to give consents and approvals pursuant to Section 4.01 hereof, and to be held harmless and indemnified pursuant to Section 6.02 hereof.

Section 1.02. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) “This Agreement” means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Agreement shall include: (i) a statement that the person or persons making or giving such certificate or opinion

have read such covenant or condition and the definitions herein relating thereto; (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Issuer or the Purchaser may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Issuer or the Purchaser or any third party) upon the certificate or opinion of or representations by an official of the Issuer or the Purchaser or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Issuer or the Purchaser, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Issuer is a public corporation duly created and validly existing under the laws of the State, including the provisions of the Act. The Issuer has all requisite power and authority under the Act and the laws of the State (1) to issue the Bond to finance the costs of acquiring the Land; (2) to acquire the Land and to sell the same to the Purchaser; and (3) to enter into, perform its obligations under, and exercise its rights under this Agreement, the Bond Purchase Agreement, and the Assignment. The Act authorizes the Issuer to borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof and to provide by resolution for the issuance of negotiable revenue bonds, subject to the approval of the Mayor and Council of the City of College Park, for the purpose of paying all or any part of the cost of any one or more projects. The Act authorizes the Issuer (1) to acquire, construct, add to, extend, improve, equip, maintain, and operate public projects, public buildings, and other public facilities, parking lots or garages and other parking structures, and any and all other facilities useful or desirable in connection therewith, acquire the necessary property therefor, both real and personal, with the right to contract for the use of or to lease or sell any or all of such facilities, including real property, and to do any and all things deemed by the Issuer necessary, convenient, or desirable for and incident to the efficient and proper development and operation thereof; and (2) to acquire, construct, own, repair, add to, extend, improve, equip, operate, maintain, and manage “projects,” which includes the acquisition, construction, or equipping of new public facilities or the improvement, modification, acquisition, expansion, modernization, equipping, or remodeling of existing public facilities located or to be located within the City of College Park, and to hold and dispose of real and personal property of every kind and character for its corporate purposes. The Act also authorizes the Issuer to make contracts and to execute all instruments necessary or convenient, including contracts for construction of projects or contracts with respect to the use of projects which it causes to be erected or acquired, and to contract with the City of College Park upon such terms and for such purposes as may be deemed advisable for a term not exceeding fifty years. The Issuer has found that the acquisition of the Land constitutes a “project” within the meaning of that term as defined in the Act; has found that the acquisition of the Land will develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation, and appears to be in the best interest of the Issuer; and has found that the acquisition of the Land is for the lawful and valid public purposes set forth in the Act.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Issuer, after making due inquiry with respect thereto, threatened against or affecting the Issuer in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of the Bond, the Bond Purchase Agreement,

the Assignment, this Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Issuer aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Issuer of this Agreement, the Bond, the Bond Purchase Agreement, and the Assignment and the compliance by the Issuer with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Issuer; (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Issuer and are legal and will not conflict with or constitute on the part of the Issuer a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Issuer. This Agreement, the Bond, the Bond Purchase Agreement, and the Assignment are the valid, legal, binding, and enforceable obligations of the Issuer.

(d) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Bond is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery, and performance of this Agreement, the Bond Purchase Agreement, and the Assignment or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bond, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Issuer, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Bond Purchase Agreement or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Issuer, after making due inquiry with respect thereto, the Issuer is not in default or violation in any material respect under the Act or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Agreement nor any of the payments or amounts to be received by the Issuer hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than as provided in the Assignment.

(g) Disclosure. The representations of the Issuer contained in this Agreement and any certificate, document, written statement, or other instrument furnished to the Bond Buyer by or on behalf of the Issuer in connection with the transactions contemplated hereby do not contain

any untrue statement of a material fact relating to the Issuer and do not omit to state a material fact relating to the Issuer necessary in order to make the statements contained herein and therein relating to the Issuer not misleading. Nothing has come to the attention of the Issuer that would materially and adversely affect or in the future may (so far as the Issuer can now reasonably foresee) materially and adversely affect the acquisition of the Land by the Issuer or any other transactions contemplated by this Agreement, the Bond Purchase Agreement, and the Assignment, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the Issuer prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Bond. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Bond do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Bond, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation; and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on the Bond, as the same become due, have been calculated to be sufficient in amount for that purpose.

Section 2.02. Representations by the Purchaser. The Purchaser makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Purchaser is a municipal corporation duly created and validly existing under the laws of the State. The Purchaser has all requisite power and authority under the laws of the State to purchase the Land from the Issuer and to enter into, perform its obligations under, and exercise its rights under this Agreement. The Purchaser is authorized by the Act (1) to enter into contracts and related agreements for the use by the Purchaser or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings, or facilities of the Issuer for a term not exceeding fifty years; and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the Purchaser and any other available funds and to obligate the Purchaser to make payment thereof to the Issuer upon such terms as may be provided in any contract entered into by and between the Issuer and the Purchaser, in order to enable the Issuer to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Issuer to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Issuer.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Purchaser, after making due inquiry with respect thereto, threatened against or affecting the Purchaser in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement, or the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Purchaser is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Purchaser

aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The Purchaser is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Agreement Is Legal and Authorized. The execution and delivery by the Purchaser of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Purchaser; (ii) are legal and will not conflict with or constitute on the part of the Purchaser a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Purchaser is a party or by which the Purchaser or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Purchaser or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Purchaser. This Agreement is the valid, legal, binding, and enforceable obligation of the Purchaser. The officials of the Purchaser executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Purchaser.

(d) Governmental Consents. Neither the Purchaser nor any of its activities or properties, nor any relationship between the Purchaser and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Purchaser of its obligations under this Agreement or the offer, issue, sale, or delivery by the Issuer of the Bond, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Purchaser in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bond, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Purchaser is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which

violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Purchaser, and there have been no citations, notices, or orders of noncompliance issued to the Purchaser under any such law, ordinance, rule, or regulation.

(g) Restrictions on the Purchaser. The Purchaser is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The Purchaser is not a party to any contract or agreement that restricts the right or ability of the Purchaser to enter into agreements of sale on an installment basis.

(h) Disclosure. The representations of the Purchaser contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Purchaser to the Issuer or the Bond Buyer in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Purchaser has not disclosed to the Issuer or the Bond Buyer in writing that materially and adversely affects or in the future may (so far as the Purchaser can now reasonably foresee) materially and adversely affect the purchase of the Land or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the Purchaser prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Financial Statements. The balance sheet of the Purchaser as of June 30, 2012, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended June 30, 2012 (copies of which, audited by Mauldin & Jenkins, LLC, independent certified public accountants, have been furnished to the Bond Buyer) present fairly the financial position of the Purchaser as of June 30, 2012, and the results of its operations and its cash flows for the year ended June 30, 2012, with such exceptions as may be disclosed in the audit report. Since June 30, 2012, there has been no material adverse change in the financial position or results of operations or cash flows of the Purchaser.

Section 2.03. Reliance by Bondholder. The Issuer and the Purchaser acknowledge and agree that these representations and warranties are made to induce the Bond Buyer to purchase the Bond, and that such representations and warranties and any other representations and warranties made by the Issuer and the Purchaser in the Bond Documents are made for the benefit of the Bondholder and may be relied upon by the Bondholder and shall remain operative and in full force and effect (unless expressly waived in writing by the Bond Buyer), regardless of any investigations made by the Bond Buyer or on its behalf, and shall survive delivery of the Bond to the Bond Buyer.

[End of Article II]

ARTICLE III

SALE OF THE PROJECT; SECURITY; TITLE

Section 3.01. Sale of the Land. The Issuer hereby sells to the Purchaser, and the Purchaser hereby purchases from the Issuer, the Land at the purchase price set forth in Section 5.03 hereof and in accordance with the provisions of this Agreement. Promptly after acquiring the Land, the Issuer shall deliver to the Purchaser documents conveying to the Purchaser good and marketable title (of the same quality as received by the Issuer) to the Land.

Section 3.02. Security for Payments under this Agreement. (a) As security for the payments required to be made and the obligations required to be performed by the Purchaser under this Agreement, the Purchaser hereby pledges to the Issuer its full faith and credit and taxing power for such payment and performance. The Purchaser covenants that, in order to make any payments of Purchase Price when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The Purchaser further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments of Purchase Price that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the Purchaser to make any payments that may be required to be made from its general funds shall constitute a general obligation of the Purchaser and a pledge of the full faith and credit of the Purchaser to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.02, then the fiscal officers of the Purchaser are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the Purchaser. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Purchaser had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Purchaser shall make such payments of Purchase Price to the Issuer if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Purchaser covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Purchaser's obligations under this Agreement, from which revenues the Purchaser agrees to appropriate sums sufficient to pay in full when due all of the Purchaser's obligations under this Agreement. Nothing herein contained, however, shall be construed as limiting the right of the Purchaser to make the payments called for by this Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 3.03. Security for the Bond; Perfection. Contemporaneously with the issuance of the Bond, as security for the payment of the Bond, the Issuer shall execute and deliver the Assignment. The Purchaser hereby assents to the assignment and grant of a first priority security interest made in the Assignment and hereby agrees that its obligations to make all payments under this Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Purchaser, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Purchaser by the Issuer. The Purchaser further agrees that all payments required to be made under this Agreement, except for those arising out of Unassigned Rights, shall be paid directly to the Bondholder for the account of the Issuer. The Bondholder shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the Bondholder, and the Bondholder is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the Purchaser herein contained.

Upon reasonable and timely written notice from the Bondholder as to the required form, substance, timing, and place for filing, re-filing, recording, or re-recording, or for taking possession of any collateral, the Purchaser shall file, refile, record, or re-record all financing statements, continuation statements, documents, and notices or deliver possession of any instrument or cash necessary to perfect and maintain any lien or security interest created by the Assignment for the benefit of the Bondholder as a first and preferred pledge, lien, encumbrance, and security interest in and to the property encumbered thereby. The Issuer agrees that it will cooperate fully and will take any action required to assist the Purchaser in meeting the provisions of this Section 3.03.

Section 3.04. Warranty of Title. The Issuer warrants that the Purchaser will acquire good and marketable fee simple title to the Land, and the Land is and will be free from all Liens, adverse claims, security interests, and encumbrances.

[End of Article III]

ARTICLE IV

THE LAND; ISSUANCE OF THE BOND; PROJECT FUND

Section 4.01. Agreement to Acquire the Land. The Issuer agrees to promptly acquire title to the Land and convey the Land to the Purchaser as required by Section 3.01 hereof.

Section 4.02. Agreement to Issue the Bond; Application of Proceeds. In order to provide funds for payment of the costs of acquiring the Land, the Issuer agrees that it shall execute and deliver the Bond Purchase Agreement and sell and cause to be delivered to the Bond Buyer the Bond in the original principal amount of \$4,220,000 and will thereupon deposit in the Project Fund the proceeds of the sale of the Bond.

Section 4.03. Application of Moneys in the Project Fund. The Issuer shall in the Bond Purchase Agreement authorize and direct the Depository to use the moneys in the Project Fund for the following purposes (but for no other purposes):

(a) payment of any costs and expenses relating to acquiring the Land that would constitute a "cost of the project" permitted to be paid by the Issuer under the Act; and

(b) all proceeds of the Bond remaining in the Project Fund following the acquisition of the Land, less amounts retained or set aside to meet costs not then due and payable or that are being contested, shall be applied as prepayments under Section 7.03 hereof of the amounts required to be paid under Section 5.03(a) hereof.

Section 4.04. Disbursements from the Project Fund. All disbursements from the Project Fund shall be made upon draft or other demand for payment, signed by the Authorized Issuer Representative and the Authorized Purchaser Representative, but before they shall sign any such draft, there shall be filed with the Depository:

(a) A requisition for such payment (the above-mentioned draft or other demand for payment may be deemed a requisition for the purpose of this Section 4.04), stating each amount to be paid and the name of the person to whom payment is due.

(b) A certificate executed by the Authorized Issuer Representative and the Authorized Purchaser Representative attached to the requisition and certifying:

(1) that an obligation in the stated amount has been incurred by the Issuer and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Purchaser;

(2) that the signers have no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(3) that such requisition contains no item representing payment on account of any retained percentages that the Issuer is, at the date of any such certificate, entitled to retain.

Section 4.05. Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Depository. Upon payment of any expenses of the Issuer incurred in connection therewith pursuant to Section 5.03(b) hereof, the Issuer agrees to cooperate with the Purchaser in furnishing to the Depository the documents referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Issuer agrees to cause such orders to be directed to the Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. Such obligation of the Issuer is subject to any provisions of the Bond Purchase Agreement requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Bond Purchase Agreement. In making any such payment from the Project Fund, the Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. The Land. The Issuer agrees that throughout the term of this Agreement title to the Land shall be vested in and shall be the sole property of the Purchaser, subject to any Liens, sale, lease, or other disposition of any of the Land that the Purchaser, in its sole discretion, may create, enter into, or consummate during the term of this Agreement. The Issuer agrees that the proceeds of any sale, lease, or other disposition of any of the Land shall be the sole property of the Purchaser. The Purchaser agrees that neither the sale, lease, or other disposition of all or any portion of the Land or any interest therein shall affect its obligations under this Agreement.

Section 4.07. Purchaser Required to Pay Costs in Event Project Fund Insufficient. In the event the moneys in the Project Fund available for payment of the costs of acquiring the Land shall not be sufficient to pay the costs thereof in full, the Purchaser agrees to complete the acquisition of the Land and to pay all that portion of the costs of acquiring the Land as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys that will be paid into the Project Fund and that, under the provisions of this Agreement, will be available for payment of the costs of acquiring the Land, will be sufficient to pay all the costs that will be incurred in that connection. The Purchaser agrees that if after exhaustion of the moneys in the Project Fund the Purchaser shall pay any portion of the costs of acquiring the Land pursuant to the provisions of this Section 4.07, it shall not be entitled to any reimbursement therefor from the Issuer, the Depository, or the Bondholder, nor shall it be entitled to any diminution of the amounts payable under Section 5.03 hereof.

Section 4.08. Authorized Purchaser and Issuer Representatives and Successors. The Purchaser and the Issuer, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized Purchaser Representative and the Authorized Issuer Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.09. Investment of Project Fund. Subject to Section 5.3 of the Bond Purchase Agreement and Section 4.10 hereof, any moneys held as a part of the Project Fund shall be invested or reinvested by the Depository at the written direction of the Authorized Purchaser

Representative in such Permitted Investments as may be designated by the Purchaser. The Depository may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Depository and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the Purchaser.

[End of Article IV]

ARTICLE V
INSTALLMENT PURCHASE PROVISIONS; NATURE OF
OBLIGATIONS OF PURCHASER

Section 5.01. Term of Agreement. This Agreement shall become effective upon its delivery and shall be in full force and effect until midnight, April 1, 2024, subject to the provisions of this Agreement permitting earlier termination (including particularly Article VII hereof), or if all the Purchase Price and other amounts payable pursuant to Section 5.03 hereof have not been paid or retired, until such date as such payment shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

Section 5.02. Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Purchaser sole and exclusive possession and use of the Land promptly following execution and delivery of this Agreement, and the Purchaser will accept possession and use of the Land. The Issuer covenants and agrees that it shall not take any action to prevent the Purchaser from having quiet and peaceable possession and enjoyment of the Land during the term of this Agreement and shall, at the request of the Purchaser and at the cost of the Purchaser, cooperate with the Purchaser in order that the Purchaser may have quiet and peaceable possession and enjoyment of the Land.

Section 5.03. Purchase Price and Other Amounts Payable. (a) Until the principal of, premium, if any, and interest on the Bond shall have been fully paid, the Purchaser shall pay the Purchase Price in installments and shall pay to the Bondholder for the account of the Issuer as installments of Purchase Price, on or before October 1, 2014, and on or before each April 1 and October 1 thereafter, to and including April 1, 2024, a sum equal to the amount payable on such date as principal of, premium, if any, and interest on the Bond, as provided in the Bond Purchase Agreement. Each installment of Purchase Price under this Section due on an interest or principal payment date or redemption date until the Bond is fully paid shall in all events be sufficient to pay the total amount of interest, principal, redemption requirement, and premium, if any, payable on the Bond on the principal or interest payment date or on the redemption date. Any installment of Purchase Price not received by the Bondholder when due shall continue as an obligation of the Purchaser until paid and shall bear interest at the rate of interest on the Bond.

(b) The Purchaser agrees to pay all reasonable out-of-pocket costs and expenses of the Issuer and the Bond Buyer incurred in connection with their negotiation, structuring, documenting, and closing the Bond, including, without limitation, the reasonable fees and disbursements of counsel for the Issuer, counsel for the Bond Buyer, counsel for the Depository, and Bond Counsel. The Purchaser agrees to pay all reasonable out-of-pocket costs and expenses of the Issuer, the Bondholder, and the Depository incurred in connection with their administration or modification of, or in connection with the preservation of their rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Bond Document or any instruments referred to therein or any amendment, waiver, or consent relating

thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Issuer, counsel for the Bondholder, and counsel for the Depository.

Such additional amounts shall be billed to the Purchaser by the Issuer, the Bond Buyer, the Bondholder, or the Depository from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the Purchaser within thirty (30) days after receipt of the bill by the Purchaser.

(c) In the event the Purchaser shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the Purchaser until the amount in default shall have been fully paid.

Section 5.04. Place of Purchase Price Payments. The payments of Purchase Price provided for in Section 5.03(a) hereof shall be paid in lawful money of the United States of America in immediately available funds directly to the Bondholder for the account of the Issuer by the method and at the address specified for such purpose by the Bondholder in writing to the Purchaser. The payment of additional amounts to be made to the Issuer, the Bond Buyer, the Bondholder, or the Depository pursuant to Section 5.03(b) hereof shall be paid directly to the Issuer, the Bond Buyer, the Bondholder, or the Depository for its own use.

Section 5.05. Nature of Obligations of Purchaser Hereunder. (a) The obligations of the Purchaser to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Purchaser and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment (and to the extent there exists any such defense, right of setoff or recoupment, or counterclaim on the date hereof, the same is hereby waived by the Purchaser), it may otherwise have against the Issuer or the Bondholder. The Purchaser agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof; (ii) fail to observe any of its other agreements contained in this Agreement; or (iii) except as provided in Article VII hereof, terminate its obligations under this Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Purchaser to occupy or to use the Land as contemplated in this Agreement or otherwise, any acts or circumstances that may impair or preclude the use or possession of the Land, any defect in the title or condition of the Land or in the suitability of the Land for the Purchaser's purposes or needs, failure of consideration, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Land, the taking by eminent domain of title to or the use of all or any part of the Land, failure of the Issuer's title to the Land or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

(b) Nothing contained in this Section 5.05 shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. In the event the Issuer should fail to perform any such agreement on its part, the Purchaser may institute such action against the Issuer as the Purchaser may deem necessary to compel performance so long as such action does not abrogate, limit, or reduce the Purchaser's obligations hereunder. The Issuer hereby agrees that it shall not take or omit to take any action that would cause this Agreement to be terminated. The Purchaser may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons that the Purchaser deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Purchaser and to take all action necessary to effect the substitution of the Purchaser for the Issuer in any such action or proceeding if the Purchaser shall so request.

[End of Article V]

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, OR CONDITION OF ANY PART OF THE LAND OR THAT IT WILL BE SUITABLE FOR THE PURCHASER'S PURPOSES OR NEEDS.

Section 6.02. Indemnity. To the extent permitted by the statutes and Constitution of the State, the Purchaser shall protect, hold harmless, and indemnify the Issuer, the Bondholder, and the Depository from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties, and interest arising out of or as the result of the entering into of the Bond Documents or any transactions contemplated thereby; the ownership of the Land, the acquisition, use, or condition of any portion of the Land or any accident in connection with the use, condition, or possession of any portion of the Land resulting in damage to property or injury to or death of any person. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement and shall survive the termination of this Agreement for any reason.

Section 6.03. Annual Budgets and Financial Statements. (a) Commencing with the Purchaser's first Fiscal Year commencing after the date of execution and delivery of this Agreement, the Purchaser shall furnish to the Issuer and the Bondholder copies of each annual budget of the Purchaser within ten (10) days after the filing of the adopted budget with its Governing Body. The covenants on the part of the Purchaser herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the Purchaser to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Purchaser to carry out and perform the agreements and covenants in this Agreement agreed to be carried out and performed by the Purchaser.

(b) During the term of this Agreement, the Purchaser shall provide the Issuer and the Bondholder annually, within one hundred eighty (180) days after the end of each Fiscal Year, its basic financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

[End of Article VI]

ARTICLE VII

ASSIGNMENT; PURCHASE PRICE PREPAYMENTS

Section 7.01. No Assignment by Purchaser. This Agreement may not be sold, assigned, or encumbered by the Purchaser without the prior written consent of the Issuer and the Bondholder.

Section 7.02. Redemption of Bond. The Issuer, at the written request of the Purchaser at any time and if the Bond is then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Purchase Agreement to effect redemption or purchase of all or part of the then outstanding Bond, as may be specified by the Purchaser, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 7.03. Prepayment of Purchase Price. There is expressly reserved to the Purchaser the right, and the Purchaser is authorized and permitted, at any time it may choose, to prepay all or any part of the Purchase Price and other amounts payable under Section 5.03 hereof, and the Issuer agrees that the Bondholder may accept such prepayments of Purchase Price and other amounts when the same are tendered by the Purchaser. All Purchase Price and other amounts so prepaid shall at the written direction of the Purchaser be credited toward the Purchase Price and other amounts specified in Section 5.03 hereof, in the order of their due dates, or applied to the retirement of the Bond prior to maturity (either by redemption or purchase) in accordance with the Bond Purchase Agreement.

Section 7.04. Option to Prepay Purchase Price and Redeem the Bond at Prior Optional Redemption Dates. The Purchaser shall also have the option to prepay Purchase Price and other amounts payable under this Agreement in such manner and amounts as will enable the Issuer to redeem the Bond prior to maturity, in whole on any date or in part on any scheduled interest payment date, as provided in Section 7.2 of the Bond Purchase Agreement. The Purchase Price and other amounts payable by the Purchaser in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 7.2 of the Bond Purchase Agreement, and any redemption expense, and (ii) in the case of a total redemption, the amount necessary to pay and satisfy all amounts due under the Bond Documents.

[End of Article VII]

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be “Events of Default” under this Agreement, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The Purchaser’s failure to pay the amounts required to be paid under Section 5.03 of this Agreement at the times specified therein.

(b) The Purchaser’s breach in any material respect of any representation or warranty contained in this Agreement or the Purchaser’s failure to observe, perform, or comply with any covenant, condition, or agreement in this Agreement on the part of the Purchaser to be observed or performed, other than as referred to in subsection (a) of this Section 8.01, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Purchaser by the Issuer or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the Purchaser within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholder.

(c) The Purchaser shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property; (ii) enter into an agreement of composition with its creditors; (iii) admit in writing its inability to pay its debts as such debts become due; (iv) make a general assignment for the benefit of its creditors; (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law; or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Purchaser, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Purchaser; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Purchaser or of all or any substantial part of the assets of it; or (iii) similar relief in respect of the Purchaser under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the

foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 8.02. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Issuer, in its discretion, may exercise any one or more of the following remedies:

(a) The Issuer may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the Purchaser.

(b) The Issuer may from time to time take whatever action at law or in equity or under the terms of this Agreement may appear necessary or desirable to collect the Purchase Price and other amounts payable by the Purchaser hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Purchaser under this Agreement.

No action taken pursuant to this Section 8.02 shall relieve the Purchaser from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Issuer may take whatever action at law or in equity as may appear necessary and desirable to collect the Purchase Price and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Purchaser hereunder.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Bondholder, and the Bondholder shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 8.04. Agreement to Pay Fees and Expenses. In the event the Purchaser should default under any of the provisions of this Agreement and the Issuer or the Bondholder should employ attorneys, accountants, or other experts or incur other expenses for the collection of Purchase Price and other amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Purchaser herein contained, the Purchaser agrees that it shall on demand therefor pay to the Issuer or to the Bondholder for the account of the Issuer the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Issuer or the Bondholder. Any attorneys' fees required to be paid by the Purchaser under this Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. Waiver of Events of Default. The Issuer may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Issuer or the Bondholder on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Bondholder, then and in every such case the Issuer and the Purchaser shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01. **Notices.** All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Issuer: College Park Business and Industrial Development Authority
3667 Main Street
College Park, Georgia 30337
Attention: Chairman

If to the Purchaser: City of College Park
3667 Main Street
College Park, Georgia 30337
Attention: City Manager

If to the Bondholder: PNC Bank, National Association
1075 Peachtree Street, Suite 1800
Atlanta, Georgia 30309
Attention: Charles DiGiacomo
Vice President, Public Finance

Notices under this Section 9.01 will be deemed given only when actually received. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Bondholder.

Section 9.02. **Construction and Binding Effect.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Purchaser, and their respective successors and assigns, subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. **Amounts Remaining in Funds.** It is agreed by the parties hereto that any amounts remaining in the Project Fund or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Purchase Price and the Bond, the fees, charges, and expenses of the Issuer, the Bondholder, and

the Depository, in accordance with the terms hereof, and all sums due and owing to the Issuer, shall belong to and be paid to the Purchaser by the Issuer as overpayment of Purchase Price.

Section 9.05. Amendments, Changes, and Modifications. This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, without the prior written consent of the Bondholder.

Section 9.06. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.07. Law Governing Construction of this Agreement. This Agreement is prepared and entered into with the intention that the law of the State, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 9.08. Immunity of Officials, Officers, and Employees of Issuer and Purchaser. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer or the Purchaser contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Issuer, the Purchaser, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Purchaser and the Issuer payable only from the funds and assets of the Purchaser and the Issuer herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the Purchaser or the Issuer, or of any successor corporation, either directly or through the Purchaser, the Issuer, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Purchaser whether contained in this Agreement or in the other Bond Documents or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Issuer and the Purchaser under the provisions contained in this Section 9.08 shall survive the termination of this Agreement.

[End of Article IX]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Issuer has executed this Agreement by causing its name to be hereunto subscribed by its Chairman and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary-Treasurer; and the Purchaser has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Purchaser to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.



(SEAL)

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

By: Suzenia Willis
Vice Chairman

Attest:

[Signature]
Secretary-Treasurer

CITY OF COLLEGE PARK

(SEAL)

By: Jack P. Fargione
Mayor

Attest:

Melissa Brooks
City Clerk

EXHIBIT A

DESCRIPTION OF LAND

[Attached]

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT, made and entered into as of September 1, 2021, between the College Park Business and Industrial Development Authority (the “Issuer”), a public corporation created and existing under the laws of the State of Georgia, and Truist Bank (the “Bond Buyer”);

WITNESSETH:

WHEREAS, the Issuer has adopted a resolution (the “Bond Resolution”) authorizing the issuance of \$1,950,000 in original principal amount of its Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E (the “Series 2021E Bond”), to be dated the date of its issuance and delivery and to have a final stated maturity of September 1, 2031, and authorizing the execution and delivery of a Bond Purchase Agreement (the “Bond Purchase Agreement”) with the Bond Buyer, dated the date of its execution and delivery, under the terms of which the Issuer agreed to sell the Series 2021E Bond to the Bond Buyer to (i) refund all of the outstanding principal amount of the Issuer’s Revenue Bond (City of College Park Project), Series 2014, in the original principal amount of \$4,220,000 (the “Series 2014 Bond”) currently outstanding in the principal amount of \$1,420,000 (the “Refunded Bond”) and (ii) reimbursing the City for certain payments made in respect of the portion of the Series 2014 Bond which was paid on April 1, 2021 in the amount of \$440,000 (the “Refunded Payment”);

WHEREAS, the 2014 Bond was issued to finance the costs of acquiring for future development approximately 150 parcels of land, aggregating approximately 35 acres, located west of the downtown area of the City of College Park (hereinafter referred to as the “Land”), and related costs and necessary expenses incidental thereto; and

WHEREAS, the Issuer sold the Land to the City of College Park (the “Purchaser”) pursuant to an Agreement of Sale (the “Original Sale Agreement”), dated April 1, 2014, under the terms of which the Purchaser (1) agreed to make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the 2014 Bond when due, and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the Purchaser’s obligations under the Original Sale Agreement; and

WHEREAS, the Issuer and the Purchaser intend to enter into a First Amendment to Sale Agreement dated the date hereof (the “First Amendment” and, together with the Original Sale Agreement, the “Sale Agreement”), pursuant to which the Issuer and the Purchaser will agree that the provisions of the Sale Agreement apply to the Series 2021E Bond; and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Series 2021E Bond, the Issuer desires to assign and pledge, and grant a first priority security interest in, its right, title, and interest in the Sale Agreement to the Bond Buyer and desires to make and execute this instrument for that purpose;

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, all of which the

Issuer acknowledges constitutes sufficient consideration and value received by the Issuer at the time of or before the Issuer's execution, sealing, and delivery hereof, the Issuer does hereby covenant and agree as follows:

1. The Issuer does hereby grant, bargain, convey, sell, transfer, assign, pledge, and set over, and grant a security interest in, unto the Bond Buyer and its successors and assigns all of the Issuer's right, title, interest, remedies, powers, options, benefits, and privileges in, to, and under the Sale Agreement (reserving, however, to the Issuer the Unassigned Rights, as defined in the Sale Agreement) and all amounts due and to become due to the Issuer under and pursuant to the Sale Agreement.

2. This Assignment shall not be deemed to impose any obligations or liabilities whatsoever on the Bond Buyer or to transfer or pass or in any way affect or modify any obligations of the Issuer under the Sale Agreement, it being understood and agreed that all such obligations of the Issuer shall be and remain enforceable only against the Issuer.

3. The Issuer represents and warrants to the Bond Buyer that it has not previously assigned, transferred, pledged, or encumbered in any manner, or granted a security interest in, any of its right, title, interest, remedies, powers, options, benefits, and privileges in, to, or under the Sale Agreement. The Issuer shall defend the title to all of the foregoing against the claims and demands of all persons whomsoever claiming by, through, or under the Issuer.

4. The Bond Buyer may assign, transfer, pledge, or encumber, or grant a security interest in, the Sale Agreement and any or all rights of the Bond Buyer under this Assignment, without consent or approval of, or notice to, the Issuer.

5. The Issuer hereby authorizes and empowers the Bond Buyer, and hereby irrevocably and duly constitutes and appoints the Bond Buyer as the Issuer's attorney-in-fact, to receive any and all amounts payable under the Sale Agreement (except pursuant to Unassigned Rights), to collect any and all such amounts by such means and taking such action as the Bond Buyer may deem necessary or desirable, to exercise any and all rights or remedies provided for under the Sale Agreement, to file such claims and take any other action or to institute any other proceedings that the Bond Buyer may deem necessary or advisable to enforce any such obligations, and to act in all other ways under and with respect to the Sale Agreement in the place and stead of the Issuer. The foregoing appointment of the Bond Buyer as the Issuer's attorney-in-fact is coupled with an interest; cannot be revoked by insolvency, reorganization, merger, consolidation, or otherwise; and shall not terminate until the Series 2021E Bond has been paid and satisfied in full.

(Signatures and Seals to Follow)

IN WITNESS WHEREOF, the Issuer has executed this Assignment by causing its name to be hereunto subscribed by its Chairman and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary-Treasurer; and the Bond Buyer has executed this Assignment by causing its name to be hereunto subscribed by its Authorized Officer; all as of the date first above written.

(SEAL)

**COLLEGE PARK BUSINESS AND
INDUSTRIAL DEVELOPMENT
AUTHORITY**

By: _____
Chairman

Attest:

Secretary-Treasurer

TRUIST BANK

By: _____
Authorized Officer

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**SERIES 2021E BOND RESOLUTION**

A SERIES 2021E BOND RESOLUTION OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY AUTHORIZING, INTER ALIA, THE ISSUANCE OF ITS TAXABLE REFUNDING REVENUE BOND (CITY OF COLLEGE PARK PROJECT), SERIES 2021E IN AN ORIGINAL PRINCIPAL AMOUNT OF \$1,950,000

Exhibit “A” - Form of Bond Purchase Agreement

Exhibit “B” - Form of First Amendment to Agreement of Sale

Exhibit “C” - Form of Assignment and Security Agreement

Adopted on

August ____, 2021

This document was prepared by
Hunton Andrews Kurth LLP
600 Peachtree Street, NE
Suite 4100
Atlanta, Georgia 30308
Telephone: (404) 888-4000

BOND RESOLUTION

WHEREAS, the College Park Business and Industrial Development Authority (the “Issuer”) is a body corporate and politic and public corporation duly created and validly existing under and pursuant to an amendment to Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) and as the same may be from time to time additionally supplemented and amended (collectively the “Act”); and

WHEREAS, the Issuer’s members have been appointed as provided in the Act and are currently acting in that capacity; and

WHEREAS, the Act authorizes the Issuer (1) to acquire, construct, add to, extend, improve, equip, maintain, and operate public projects, public buildings, and other public facilities, parking lots or garages and other parking structures, and any and all other facilities useful or desirable in connection therewith, acquire the necessary property therefor, both real and personal, with the right to contract for the use of or to lease or sell any or all of such facilities, including real property, and to do any and all things deemed by the Issuer necessary, convenient, or desirable for and incident to the efficient and proper development and operation thereof; and (2) to acquire, construct, own, repair, add to, extend, improve, equip, operate, maintain, and manage “projects,” which includes the acquisition, construction, or equipping of new public facilities or the improvement, modification, acquisition, expansion, modernization, equipping, or remodeling of existing public facilities located or to be located within the City of College Park, and to hold and dispose of real and personal property of every kind and character for its corporate purposes; and

WHEREAS, the Issuer is authorized by the Act to provide by resolution, subject to the approval of the Mayor and Council of the City of College Park, for the issuance of bonds of the Issuer for the purpose of funding or refunding any revenue bonds issued under the provisions of the Act and then outstanding, together with accrued interest thereon and premium, if any; and

WHEREAS, the Act also authorizes the Issuer to make contracts and to execute all instruments necessary or convenient, including contracts for construction of projects or contracts with respect to the use of projects that it causes to be erected or acquired, and to contract with the City of College Park upon such terms and for such purposes as may be deemed advisable for a term not exceeding fifty years; and

WHEREAS, in furtherance of the purposes for which it was created, the Issuer previously issued its College Park Business and Industrial Development Authority Revenue Bond (City of College Park Project), Series 2014,” in the original principal amount of \$4,220,000 (the “2014 Bond”), which are presently outstanding in the aggregate principal amount of \$1,420,000 for the purpose of obtaining funds to finance the costs of acquiring for future development approximately

150 parcels of land, aggregating approximately 35 acres, located west of the downtown area of the City of College Park (hereinafter referred to as the “Land”), and to finance related costs; and

WHEREAS, the Issuer and the City of College Park (the “City”) have previously entered into an Agreement of Sale dated as of April 1, 2014 (the “2014 Sale Agreement”), under the terms of which the City (1) agreed to make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the 2014 Bond when due; and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the 2014 Sale Agreement; and

WHEREAS, the Issuer has determined that it is in its best interest to provide for the refunding of the 2014 Bond; and

WHEREAS, the Issuer proposes to issue its revenue bond to be known as “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E” (the “Bond”), in the original principal amount of \$1,950,000, for the purpose of (1) refunding all of the outstanding principal amount of the 2014 Bond (the “Refunded Bonds”), presently outstanding in the principal amount of \$1,420,000, (ii) reimbursing the City for certain payments made in respect of the portion Series 2014 Bond which was due on April 1, 2021 in the amount of \$440,000 (the “Refunded Payment”) and (iii) financing related costs; and

WHEREAS, the Issuer proposes to sell the Bond at private sale as permitted by the Act to Truist Bank (“Bond Buyer”) pursuant to a Bond Purchase Agreement, to be dated the date of its execution and delivery (the “Bond Purchase Agreement”), between the Issuer and Bond Buyer; and

WHEREAS, in connection with the issuance of the Bond, the Issuer and the City have entered into a First Amendment to Agreement of Sale (the “First Amendment to Sale Agreement”), supplementing and amending the 2014 Sale Agreement (together, the “Sale Agreement”); and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Bond, the Issuer assigned and pledged to Bond Buyer, and granted a first priority security interest in, all of its right, title, and interest in the Sale Agreement (except for the Unassigned Rights, as defined in the Bond Purchase Agreement) and all revenues, payments, receipts, and moneys to be received and held thereunder, pursuant to an Assignment and Security Agreement dated as of _____, 2021 (the “Assignment”), between the Issuer and Bond Buyer; and

WHEREAS, the Issuer hereby finds and determines that the acquisition of the Land is a “project” within the meaning of the Act and that the refinancing of the acquisition of the Land will further the purposes and policies of the Act; and

WHEREAS, the members of the Issuer have determined that accomplishing the foregoing is in the best interests of the Issuer, and the members of the Issuer have found and do hereby declare that such undertaking is for a lawful, valid, and necessary public purpose, which will

develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation, all to the public benefit and good; and

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been submitted to the Issuer, are now on file with the Issuer, and are attached as exhibits:

Exhibit “A” - Bond Purchase Agreement, to be dated the date of its execution and delivery, between the Issuer and Bond Buyer;

Exhibit “B” - First Amendment to Agreement of Sale, to be dated as of the first day of the month of its execution and delivery, between the Issuer and the City; and

Exhibit “C” - Assignment and Security Agreement, to be dated as of the first day of the month of its execution and delivery, between the Issuer and Bond Buyer; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY AS FOLLOWS:

1. In order to further the public purposes of the Act, the Issuer is hereby authorized to issue the Series 2021E Bond to refund and refinance the Refunded Bond and Refunded Payments and to finance related costs, and all such assistance previously provided is hereby ratified and approved. It is hereby found, ascertained, determined, and declared that the refinancing of the acquisition of the Land and the related costs thereto is for a public purpose and is necessary to develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation, all to the public benefit and good.

2. For the purpose of refunding and refinancing the Refunded Bond and Refunded Payment, and of financing related costs, the issuance of \$1,950,000 in original principal amount of a refunding revenue bond of the Issuer to be known as “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E” is hereby approved and authorized pursuant to the provisions of the Act.

3. The Series 2021E Bond shall be dated the date of its issuance and delivery, shall be issued as a single, fully registered bond without coupons in the principal amount of \$1,950,000, and shall be numbered R-1.

The Series 2021E Bond shall bear interest from its dated date on the outstanding principal amount thereof at the rate of 2.98% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on the Series 2021E Bond shall be payable on March 1, 2022, and semi-annually thereafter on March 1 and September 1 of each year. The Series 2021E Bond is a Term Bond maturing on September 1, 2031 and is subject to mandatory prepayment prior to maturing in the following principal amounts at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium on September 1, in the years and in the amounts as follows, unless earlier called for redemption, as follows:

<u>September 1 of the Year</u>	<u>Principal Amount</u>
2024	\$140,000
2025	145,000
2026	150,000
2027	155,000
2028	155,000
2029	160,000
2030	165,000

(leaving \$880,000 to mature on September 1, 2031)

The Series 2021E Bond shall bear interest on overdue principal, to the extent permitted by law, at the interest rate per annum of eighteen percent (18%).

The Series 2021E Bond shall be substantially in the form set forth in the Bond Purchase Agreement hereinafter authorized and shall be subject to redemption, shall be payable in such medium of payment at such place or places, shall be of such tenor, and shall have such other terms and provisions as are provided in the Bond Purchase Agreement and the Series 2021E Bond. The form of the Series 2021E Bond and the provisions for execution, delivery, payment, substitution, transfer, and registration shall be as set forth in the Bond Purchase Agreement hereinafter authorized.

4. The Series 2021E Bond shall be secured as provided in the Bond Purchase Agreement and the Assignment.

5. The Series 2021E Bond shall never constitute an indebtedness or general obligation of the State of Georgia, the City of College Park, or any other political subdivision of the State of Georgia, within the meaning of any constitutional provision or statutory limitation whatsoever, nor a pledge of the faith and credit or taxing power of any of the foregoing, nor shall any of the foregoing be subject to any pecuniary liability thereon. The Issuer has no taxing power. The Series 2021E Bond shall not be payable from nor a charge upon any funds other than the revenues pledged to the payment thereof and shall be a limited or special obligation of the Issuer payable solely from the funds provided therefor in the Bond Purchase Agreement and the Assignment, including the proceeds of the ad valorem tax that the City is obligated to levy pursuant to the Sale Agreement. No owner of the Series 2021E Bond shall ever have the right to compel the exercise of the taxing power of the State of Georgia, the City of College Park, or any other political subdivision of the State of Georgia, except to levy the ad valorem tax required by the Sale Agreement, to pay the principal of the Series 2021E Bond or the interest or any premium thereon, or to enforce payment thereof against any property of the foregoing, other than the proceeds of the ad valorem tax required by the Sale Agreement, nor shall the Series 2021E Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the foregoing other than the revenues pledged to the payment thereof and the proceeds of the ad valorem tax required by the

Sale Agreement. Neither the members of the Issuer nor any person executing the Series 2021E Bond shall be liable personally on the Series 2021E Bond by reason of the issuance thereof.

6. The obligations of the Issuer with respect to the Security (as defined in the Bond Purchase Agreement) shall be as provided in the Bond Purchase Agreement and the Assignment.

7. The forms, terms, and conditions and the execution, delivery, and performance of the Bond Purchase Agreement, the Sale Agreement, and the Assignment, attached hereto as Exhibits A, B, and C, respectively, are hereby approved and authorized. The Bond Purchase Agreement, the Sale Agreement and the Assignment, (collectively the "Bond Documents") shall be in substantially the forms submitted to the members of the Issuer with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairman or Vice Chairman of the Issuer, whose approval thereof shall be conclusively evidenced by the execution of each such instrument.

8. The execution and delivery of the Series 2021E Bond to Bond Buyer for the purchase price and upon the terms and conditions set forth in the Bond Purchase Agreement are hereby approved and authorized. The Issuer hereby determines that the sale of the Series 2021E Bond at private sale upon a negotiated basis in the manner, at the price, and at the time determined in and pursuant to the Bond Purchase Agreement is most advantageous to the Issuer.

9. The Chairman or Vice Chairman of the Issuer is hereby authorized and directed to execute on behalf of the Issuer the Bond Documents, and the Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer is hereby authorized and directed to affix thereto and attest the seal of the Issuer, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the Issuer be required as a prerequisite to the effectiveness thereof, and the Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer are authorized and directed to deliver the Bond Documents on behalf of the Issuer to the other parties thereto, and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021E Bond and the carrying out of the transactions authorized by this Bond Resolution or contemplated by the instruments and documents referred to in this Bond Resolution. The Series 2021E Bond shall be executed on behalf of the Issuer by its Chairman or Vice Chairman by his manual signature, and the official seal of the Issuer shall be impressed thereon and attested by the manual signature of the Secretary-Treasurer or Assistant Secretary-Treasurer of the Issuer.

10. The attorneys for the Issuer are hereby authorized and instructed to commence validation proceedings in accordance with the requirements of Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, as amended, and to take all actions necessary to obtain an order of the Superior Court of Fulton County, Georgia validating and confirming the Series 2021E Bond and the security therefor. The Chairman or Vice Chairman and Secretary-Treasurer or Assistant Secretary-Treasurer are hereby authorized and directed to execute any pleadings in connection therewith.

11. This Bond Resolution and the Bond Documents, as approved by this Bond Resolution, all of which are hereby incorporated in this Bond Resolution by this reference thereto,

shall be placed on file at the office of the Issuer and made available for public inspection by any interested party immediately following the passage and approval of this Bond Resolution.

12. No representation, statement, covenant, stipulation, obligation, or agreement herein contained, or contained in the Series 2021E Bond, the Bond Documents, or in any certificate or other instrument to be executed in connection with the issuance of the Series 2021E Bond, shall be deemed to be a representation, statement, covenant, stipulation, obligation, or agreement of any member, officer, employee, or agent of the Issuer in his individual capacity, and none of the foregoing persons nor any of the officers of the Issuer executing the Series 2021E Bond, the Bond Documents, or any certificate or other instrument to be executed in connection with the issuance of the Series 2021E Bond shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

13. Except as otherwise expressly provided herein or in the Series 2021E Bond or the Bond Documents, nothing in this Bond Resolution or in the Series 2021E Bond or the Bond Documents, express or implied, is intended or shall be construed to confer upon any person, firm, corporation, or other organization, other than the Issuer, the City, Bond Buyer, and the registered owner from time to time of the Series 2021E Bond, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any provision hereof, or of the Series 2021E Bond or the Bond Documents, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the City, Bond Buyer, and the registered owner from time to time of the Series 2021E Bond.

14. All acts, conditions, and things relating to the passage of this Bond Resolution; to the issuance, sale, and delivery of the Series 2021E Bond; and to the execution and delivery of the Bond Documents, required by the Constitution or other laws of the State of Georgia to happen, exist, and be performed precedent to the passage hereof, have happened, exist, and have been performed as so required, with the exception of the validation proceedings referred to in paragraph 10 above.

15. The members of the Issuer and its officers, attorneys, engineers, or other agents or employees are hereby authorized to do all acts and things required of them by this Bond Resolution, the Series 2021E Bond, and the Bond Documents and to do all acts and things that are desirable and consistent with the requirements hereof or of the Series 2021E Bond and the Bond Documents for the full, punctual, and complete performance of all the terms, covenants, and agreements contained herein or in the Series 2021E Bond and the Bond Documents.

16. The Issuer covenants and agrees that this Bond Resolution shall constitute a contract between the Issuer and the registered owner from time to time of the Series 2021E Bond, and that all covenants and agreements set forth herein and in the Series 2021E Bond and the Bond Documents to be performed by the Issuer shall be for the benefit and security of the registered owner from time to time of the Series 2021E Bond.

17. All motions, orders, ordinances, bylaws, resolutions, and parts thereof in conflict herewith are hereby repealed to the extent only of such conflict. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

18. This Bond Resolution shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

(Signatures and Seals to Follow)

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this ____ day of _____, 2021.

**COLLEGE PARK BUSINESS AND
INDUSTRIAL DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

Secretary-Treasurer

SECRETARY-TREASURER’S CERTIFICATE

I, _____, the duly appointed, qualified, and acting Secretary-Treasurer of the College Park Business and Industrial Development Authority (the “Issuer”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the revenue bond designated “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E” constitute a true and correct copy of the Bond Resolution adopted on August ____, 2021, by the members of the Issuer in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the Issuer and with 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 Bond Resolution appears of public record in the Minute Book of the Issuer, which is in my custody and control.

I further certify that such Bond Resolution has not been rescinded, repealed, or modified.

GIVEN under my hand and the seal of the Issuer, this ____ day of August, 2021.

(SEAL)

Secretary-Treasurer, College Park Business and
Industrial Development Authority

**COLLEGE PARK BUSINESS
AND INDUSTRIAL DEVELOPMENT AUTHORITY**
(a public corporation created
and existing under the laws of the State of Georgia)

as Seller

and

CITY OF COLLEGE PARK
(a municipal corporation created and existing under
the laws of the State of Georgia)

as Purchaser

FIRST AMENDMENT TO AGREEMENT OF SALE

Dated as of September 1, 2021

THE RIGHTS AND INTEREST OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY IN THIS FIRST AMENDMENT TO AGREEMENT OF SALE AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN ASSIGNED AND ARE THE SUBJECT OF A GRANT OF A SECURITY INTEREST TO TRUIST BANK UNDER AN ASSIGNMENT AND SECURITY AGREEMENT, AS SUPPLEMENTED AND AMENDED.

FIRST AMENDMENT TO AGREEMENT OF SALE

This **FIRST AMENDMENT TO AGREEMENT OF SALE** (this “First Amendment”), dated as of September 1, 2021, by and between the College Park Business and Industrial Development Authority (the “Issuer”), a public corporation created and existing under the laws of the State of Georgia, and the City of College Park (the “Purchaser” or “City”), a municipal corporation created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Issuer and the Purchaser do hereby agree, and the Agreement of Sale, dated as of April 1, 2014 (the “Original Agreement” and, as amended by this First Amendment, the “Agreement”), between the Issuer and the Purchaser, is hereby supplemented and amended, as follows:

ARTICLE I

DEFINITIONS

The definitions contained in Article I of the Original Agreement are hereby amended, modified, and supplemented as follows:

“**Bond Buyer**” means Truist Bank.

“**Make-Whole Fee**” means the amount equal to the present value of the difference between (1) the amount that would have been realized by Bond Buyer on the prepaid amount for the remaining term of the Series 2021E Bond at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the “Swap Rate”) for a term corresponding to the term of the Series 2021E Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Series 2021E Bond and (2) the amount that would be realized by Bank by reinvesting such prepaid funds for the remaining term of the loan at the Swap Rate for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may repay with no additional fee. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, Bond Buyer may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by Bond Buyer. Bond Buyer shall provide the Issuer and the City with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding.

“**Refunded Bonds**” means the Issuer’s College Park Business and Industrial Development Authority Refunding Revenue Bond (City of College Park Project), Series 2014, outstanding in the principal amount of \$1,420,000.

“**Refunded Payments**” means the reimbursement payment to the City of \$440,000 for amounts previously paid in respect of the portion of Series 2014 Bond which matured on April 1, 2021.

“**Series 2021E Assignment**” means the Assignment and Security Agreement dated as of _____, 2021, between the Issuer and the Bond Buyer, as it may be supplemented and amended.

“**Series 2021E Bond**” means the revenue bond designated “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bond (City of College Park Project), Series 2021E,” dated the date of issuance and delivery, in the principal amount of \$_____, to be issued pursuant to the Bond Resolution.

“**Series 2021E Bond Purchase Agreement**” means the Bond Purchase Agreement dated _____, 2021, between the Issuer and the Bond Buyer.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Reaffirmation. The Issuer hereby reaffirms each of its representations and warranties contained in Section 2.01 of the Original Agreement, except that all references therein to (i) the “Bond” shall be deemed to include a reference to the “Series 2021E Bond,” (ii) the “Bond Purchase Agreement” shall be deemed to include a reference to the Series 2021E Bond Purchase Agreement, and (iii) the “Assignment” shall be deemed to include a reference to the Series 2021E Assignment.

(b) Authority. The Issuer has all requisite power and authority under the Act and the laws of the State to issue the Series 2021E Bond to refund the Refunded Bond and refinance the Refunded Payments. The Issuer is authorized and empowered under and pursuant to the provisions of the Act to provide by resolution, subject to the approval of the Mayor and Council of the City, for the issuance of bonds of the Issuer for the purpose of (1) funding or refunding any revenue bonds issued under the provisions of the Act and then outstanding, together with accrued interest thereon and premium, if any, and (2) paying all or any part of the cost of any one or more “projects,” as defined in the Act.

Section 2.02. Representations by the Purchaser. The Purchaser makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Reaffirmation. The Purchaser hereby reaffirms each of its representations and warranties contained in Section 2.02(a), (b), (c), (d), (e), (f), (g) and (h) of the Original Agreement.

(c) Financial Statements. The balance sheet of the Purchaser as of June 30, 2020, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended June 30, 2020 (copies of which, audited by Mauldin & Jenkins, independent

certified public accountants, have been furnished to the Bond Buyer) present fairly the financial position of the Purchaser as of June 30, 2020 and the results of its operations and its cash flows for the year ended June 30, 2020, with such exceptions as may be disclosed in the audit report. Since June 30, 2020, there has been no material adverse change in the financial position or results of operations or cash flows of the Purchaser.

ARTICLE III

ISSUANCE OF THE SERIES 2021E BOND

Section 3.01. Agreement to Issue the Series 2021E Bond; Application of Proceeds. In order to provide funds to refund and refinance the Refunded Bond and Refunded Payments, the Issuer agrees that it will sell and cause to be delivered to the Bond Buyer the Series 2021E Bond in the aggregate principal amount of \$1,950,000 and will thereupon (i) apply \$1,469,444.40 from the proceeds of the sale of the Series 2021E Bond redemption price for the Refunded Bond (including premiums); (ii) apply \$440,000 to reimburse the City for the Refunded Payments and (iii) apply the remaining proceeds of the sale of the Series 2021E Bond to pay the costs of issuing the Series 2021E Bond.

ARTICLE IV

ADDITIONAL COVENANTS

Section 4.01. Annual Budgets and Financial Statements. (a) Commencing with the Purchaser's first Fiscal Year commencing after the date of execution and delivery of this First Amendment, the Purchaser shall furnish to the Issuer and the Bond Buyer copies of each annual budget of the Purchaser within thirty (30) days after the filing of the adopted budget with its Governing Body. The covenants on the part of the Purchaser herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the Purchaser to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Purchaser to carry out and perform the agreements and covenants in the Agreement agreed to be carried out and performed by the Purchaser.

(b) During the term of the Agreement, the Purchaser shall provide the Issuer and the Bond Buyer annually, within two hundred seventy (270) days after the end of each Fiscal Year, its basic financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

(c) The Purchaser shall also furnish to the Issuer and the Bond Buyer such other information about the Purchaser as the Issuer or the Bond Buyer may reasonably request from time to time, if such information could be obtained pursuant to Section 50-18-70(b) of the Official Code of Georgia Annotated.

(d) To the extent that any of the information required by subparagraphs (a) or (b) hereof are available within the timeframe prescribed herein on the Electronic Municipal Market Access (“EMMA”) web portal operated by the Municipal Securities Rulemaking Board, such availability shall satisfy the related reporting requirement of this Section.

ARTICLE V

PURCHASE PRICE PREPAYMENTS

Section 5.01. Option to Prepay the Purchase Price and Redeem the Series 2021E Bond at Prior Optional Redemption Dates. The Purchaser shall have the option to prepay Purchase Price related to the Series 2021E Bond and other amounts payable under this First Amendment in such manner and amounts as will enable the Issuer to redeem the Series 2021E Bond prior to maturity in whole or in part (and if in part in an authorized denomination) upon two business days prior notice (a) prior to [August 20, 2026] [September __, 2026] in an amount equal to 100% of the principal amount thereof, plus accrued interest, plus the Make-Whole Fee; and (b) on or after [August 20, 2026] [September __, 2026] at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date, as provided in Section 3.1 of the Series 2021E Bond Resolution. Series 2021E Bond redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Bond Resolution. The Purchase Price and other amounts payable by the Purchaser in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 3.1 of the Series 2021E Bond Resolution, and any redemption expense; and (ii) in the case of a total redemption, the amounts set forth in Article XI of the Series 2021E Bond Resolution and the applicable redemption premium, as provided in Section 3.1 of the Series 2021E Bond Resolution.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Confirmation of Original Agreement. Except as expressly supplemented and amended by this First Amendment, the Agreement is and shall remain unchanged and in full force and effect in accordance with its terms. The Issuer and the Purchaser hereby confirm the existence and applicability of the Agreement and reaffirm their respective representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions of the Agreement and as supplemented and amended by this First Amendment.

Section 6.02. Execution of Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Issuer has executed this First Amendment by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary-Treasurer; and the Purchaser has executed this First Amendment by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Purchaser to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Chair

Attest

Secretary-Treasurer.

CITY OF COLLEGE PARK

(SEAL)

By: _____
Mayor

Attest:

City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9011

DATE: August 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Alcoholic Beverage Violation - WRAITH

On December July 11, 2020, July 13, 2020 and November 15, 2020, College Park Investigators entered the place of business located at 5021 Old National Highway. Investigators observed the business maintaining a dive, patrons purchasing alcoholic beverages after normal business hours, and/or disorderly conduct displayed on these occasions.

An administrative hearing was held on July 30, 2021 for the purpose of allowing WRAITH, the opportunity to show cause as to why sanctions should not be placed against the business for these offenses, as per Section 3-46 of the College Park Code, Alcoholic Beverages, Suspension or Revocation of License.

Based on the Police Dispositions and the testimony provided at the hearing, the City Manager recommended the following penalties as per the procedures under Section 3-46(c) of the Alcoholic Beverage Code:

1. A monetary civil penalty of \$5,000 to be paid the day after final consideration by the Mayor and Council.
2. A 90-day suspension of alcoholic beverage license to commence the day after final consideration by the Mayor and Council.

Pursuant to the City Code of Ordinances Section 3-46 (e), the City Manager's recommendation will be transmitted to the Mayor and Council and shall be placed on the agenda of the next Regular Session Meeting on August 16, 2021 for Mayor and Council's ratification or rejection.

Your direction please.

ATTACHMENTS:

- WRAITH Alcohol Administrative Hearing Notice (PDF)
- WRAITH Alcohol Administrative Hearing Notice - AMENDED (PDF)
- WRAITH-Citations (PDF)

Review:

- Shavala Moore Completed 08/04/2021 12:51 PM
- Rosyline Robinson Completed 08/06/2021 2:14 PM
- Police Pending
- City Attorney's Office Completed 08/11/2021 2:09 PM
- Mercedes Miller Completed 08/11/2021 4:01 PM
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

July 15, 2021

Betty Whitaker
WRAITH
5021 Old National Highway
College Park, GA 30337

*Hand Delivered
Certified U.S. Mail*

Dear Ms. Whitaker:

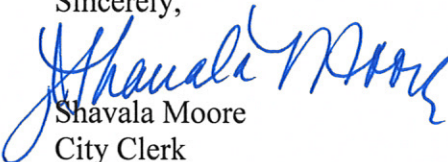
I am in receipt of twelve guilty dispositions from the City of College Park Municipal Court in regards to WRAITH serving alcoholic beverages after business hours (Section 3-81 of the City Code), maintaining a dive (Section 12-15 if the City Code) and disorderly conduct (Section 12-12 of the City Code). College Park Investigators entered your place of business on July 11, 2020, June 13, 2020 and November 15, 2020. They observed the business maintaining a dive, patrons purchasing alcoholic beverages after normal business hours, and/or disorderly conduct displayed on these occasions.

These offenses constitute grounds for suspension or revocation of your license to sell alcoholic beverages in the City of College Park.

According to Section 3-46 of the City Code, you are entitled to a hearing before the City Manager to present evidence and witnesses to show that this offense did not occur. If you wish to have the hearing, please advise my office by **July 16, 2021** and we will proceed with scheduling our witnesses to be present for the hearing. Please call (404) 669-3754.

If you agree that the offenses did occur, you may elect to attend the administrative conference that has been scheduled with Interim City Manager Mercedes Miller **July 23, 2021 at 10:30 a.m.** in the Executive Conference Room at College Park City Hall, 3667 Main Street. At this conference, you may present any mitigating circumstances related to the incident and provide information related to the steps you have taken to prevent such offenses at your business in the future.

Sincerely,


Shavala Moore
City Clerk

cc: Mercedes Miller, Interim City Manager
Thomas Kuzniacki, Interim Police Chief
Nathan Ward, Major



CITY OF COLLEGE PARK

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

July 20, 2021

Betty Whitaker
WRAITH
5021 Old National Highway
College Park, GA 30337

*Hand Delivered
Certified U.S. Mail*

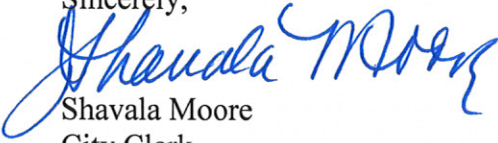
RE: Rescheduling of Administrative Hearing

Dear Ms. Whitaker:

This memorandum is to notify you that the administrative hearing regarding alcohol violations at your business has been rescheduled with Interim City Manager Mercedes Miller for **July 30, 2021 at 2:30 p.m.** in the Executive Conference Room at College Park City Hall, 3667 Main Street College Park, Georgia 30337. At this conference you may present any mitigating circumstances related to incidents provided in the previous notice; and provide any information related to the steps you have taken to prevent such offenses at your business in the future.

According to Section 3-46 of the City Code, you are entitled to a hearing before the City Manager to present evidence and witnesses to show that this offense did not occur. If you wish to have the hearing, please advise my office by **July 23, 2021** and we will proceed with scheduling our witnesses to be present for the hearing. Please call (404) 669-3754.

Sincerely,


Shavala Moore
City Clerk

cc: Mercedes Miller, Interim City Manager
Thomas Kuzniacki, Interim Police Chief
Nathan Ward, Major

Attachments: Previous Notice Regarding Alcohol Violations dated July 15, 2021

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **70771A**

Arrest No.

DL#:

70771A
ANTHONY DEMETRIUS FLOWERS

SSN:

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **52**

VEHICLE INFORMATION	TAG #:	STATE:	YEAR:
	DESCRIPTION:		

VIOLATION INFORMATION Initial Charge: **ALCOH BEV BUSINESS HRS/DAYS PACK SALES**
 Statute:
 Convicted Charge: **ALCOH BEV BUSINESS HRS/DAYS PACK SALES**
 Statute:
 BAC %: **.0** Speed: Zone:
 Date of Violation: **11/15/2020**
 Officer: **SHANIECE DURDEN** Badge No: **2628**
 Complainant:
 Date of Judgment: **03/17/2021** Judgment of Court: **Guilty**
 Judge: **MONICA EWING**
 Represented by (if any):
 Appointed (if any):

Remarks:
210.00

PROBATION:	END DATE:	WITH:
DEFENDANT WAS FINED:		BAIL FORFEITED: <input type="checkbox"/>
FINE AMOUNT \$: 150.40		FINE PAID: <input type="checkbox"/>
PLUS ASSESSMENTS OF \$: 59.60		APPEALED: <input type="checkbox"/>
FOR A TOTAL OF \$: 210.00		SENTENCED TO:
- PAYMENTS \$: 210.00		Years in Jail,
TOTAL \$: 0.00		Months in Jail,
		Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 70771A

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

5021 old notation

Incident No. **2007458**

Ticket No: **800245**

Arrest No.

DL#: (

800245

SSN: -

PHILLIP NAVES

DOB: (

Sex: **MALE**

Age: **35**

Race: **BLACK**

ATLANTA, GA 30311

**VEHICLE
INFORMATION**

TAG #: _____
DESCRIPTION: _____

STATE: _____

YEAR: _____

**VIOLATION
INFORMATION**

Initial Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute: _____

Convicted Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute: _____

BAC %: **.0**

Speed: _____

Zone: _____

Date of Violation: **07/11/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant: _____

Date of Judgment: **01/13/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any): _____

Appointed (if any): _____

Remarks: _____

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

FINE AMOUNT \$: 98.40

PLUS ASSESSMENTS OF \$: 46.60

FOR A TOTAL OF \$: 145.00

- PAYMENTS \$: 145.00

TOTAL \$: 0.00

BAIL FORFEITED:

FINE PAID:

APPEALED:

SENTENCED TO:

Years in Jail,
Months in Jail,
Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 800245

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD

STATE OF GEORGIA

FULTON COUNTY

CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **70761**

Arrest No.

DL#:

70761

ANTHONY DEMETRIUS FLOWERS

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **52**

VEHICLE INFORMATION	TAG #: DESCRIPTION:	STATE:	YEAR:
---------------------	------------------------	--------	-------

VIOLATION INFORMATION Initial Charge: **DISORDERLY CONDUCT (512)**
 Statute:
 Convicted Charge: **DISORDERLY CONDUCT (512)**
 Statute:
 BAC %: **.0** Speed: Zone:
 Date of Violation: **11/15/2020**
 Officer: **SHANIECE DURDEN** Badge No: **2628**
 Complainant:
 Date of Judgment: **03/17/2021** Judgment of Court: **Guilty**
 Judge: **MONICA EWING**
 Represented by (if any):
 Appointed (if any):
 Remarks:

PROBATION:	END DATE:	WITH:
DEFENDANT WAS FINED:		BAIL FORFEITED: <input type="checkbox"/>
FINE AMOUNT \$: 150.40		FINE PAID: <input type="checkbox"/>
PLUS ASSESSMENTS OF \$: 59.60		APPEALED: <input type="checkbox"/>
FOR A TOTAL OF \$: 210.00		SENTENCED TO:
- PAYMENTS \$: 210.00		Years in Jail,
TOTAL \$: 0.00		Months in Jail,
		Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____ 04/30/2021

DOCKET: 70761

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
 COLLEGE PARK MUNICIPAL COURT
 3717 COLLEGE ST
 COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
 Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **70762A**

Arrest No.

DL#:

SSN: -

DOB:

Age: **52**

70762A

ANTHONY DEMETRIUS FLOWERS

Sex: **MALE**

Race: **BLACK**

COLLEGE PARK, GA 30349

VEHICLE INFORMATION

TAG #:

STATE:

YEAR:

DESCRIPTION:

VIOLATION INFORMATION

Initial Charge: **MAINTAINING A DIVE**

Statute:

Convicted Charge: **MAINTAINING A DIVE**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **515.65**

FINE PAID:

PLUS ASSESSMENTS OF \$: **149.35**

APPEALED:

FOR A TOTAL OF \$: **665.00**

SENTENCED TO:

- PAYMENTS \$: **665.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 70762A

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **70770A**

Arrest No.

DL#:

70770A
ANTHONY DEMETRIUS FLOWERS

SSN: -

Sex: **MALE**

DOB: i

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **52**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **MAINTAINING A DIVE**

Statute:

Convicted Charge: **MAINTAINING A DIVE**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **515.65**

FINE PAID:

PLUS ASSESSMENTS OF \$: **149.35**

APPEALED:

FOR A TOTAL OF \$: **665.00**

SENTENCED TO:

- PAYMENTS \$: **665.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 70770A

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD

STATE OF GEORGIA

FULTON COUNTY

CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **72735**

Arrest No.

DL#:

SSN: -

DOB: -

72735

ANTHONY DEMETRIUS FLOWERS

Sex: **MALE**

Age: **54**

Race: **BLACK**

COLLEGE PARK, GA 30349

**VEHICLE
INFORMATION**

TAG #:

STATE:

YEAR:

DESCRIPTION:

**VIOLATION
INFORMATION**

Initial Charge: **MAINTAINING A DIVE**

Statute:

Convicted Charge: **MAINTAINING A DIVE**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

NO FINE

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **0.00**

FINE PAID:

PLUS ASSESSMENTS OF \$: **0.00**

APPEALED:

FOR A TOTAL OF \$: **0.00**

- PAYMENTS \$: **0.00**

TOTAL \$: **0.00**

SENTENCED TO:

Years in Jail,
Months in Jail,
Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 72735

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **73187**

Arrest No.

DL#:

73187

ANTHONY DEMETRIUS FLOWERS

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **52**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **MAINTAINING A DIVE**

Statute:

Convicted Charge: **MAINTAINING A DIVE**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

TOTAL 3710.00 FOR 9 CITATIONS

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: 515.65

FINE PAID:

PLUS ASSESSMENTS OF \$: 149.35

APPEALED:

FOR A TOTAL OF \$: 665.00

SENTENCED TO:

- PAYMENTS \$: 665.00

Years in Jail,
Months in Jail,
Days in Jail.

TOTAL \$: 0.00



I certify that this is a true and correct copy of my court record.

SIGNED

04/30/2021

DOCKET: 73187

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY

Phone: (404) 761-3131
Fax: (404) 305-2046

CITY OF COLLEGE PARK

Agency Code: **060401J**

ORI:

5021 Old Nathan/

Incident No. **2007458**

Ticket No: **800243**

Arrest No.

DL#:

800243
PHILLIP NAVES

SSN: -

Sex: **MALE**

DOB:

ATLANTA, GA 30311

Race: **BLACK**

Age: **35**

VEHICLE INFORMATION

TAG #: _____
DESCRIPTION: _____

STATE: _____

YEAR: _____

VIOLATION INFORMATION

Initial Charge: **MAINTAINING A DIVE**

Statute: _____

Convicted Charge: **MAINTAINING A DIVE**

Statute: _____

BAC %: **.0**

Speed: _____

Zone: _____

Date of Violation: **07/11/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant: _____

Date of Judgment: **01/13/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any): _____

Appointed (if any): _____

Remarks: _____

PROBATION: _____

END DATE: _____

WITH: _____

DEFENDANT WAS FINED:

FINE AMOUNT \$: **515.65**

PLUS ASSESSMENTS OF \$: **149.35**

FOR A TOTAL OF \$: **665.00**

- PAYMENTS \$: **665.00**

TOTAL \$: **0.00**

BAIL FORFEITED:
FINE PAID:
APPEALED:

SENTENCED TO:
Years in Jail,
Months in Jail,
Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 800243

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **70769A**

Arrest No.

DL#:

SSN: -

DOB:

Age: **52**

70769A
ANTHONY DFMFTRIIIS FLOWERS

Sex: **MALE**
Race: **BLACK**

COLLEGE PARK, GA 30349

VEHICLE INFORMATION	TAG #:	STATE:	YEAR:
	DESCRIPTION:		

VIOLATION INFORMATION Initial Charge: **DISORDERLY CONDUCT (512)**
Statute:
Convicted Charge: **DISORDERLY CONDUCT (512)**
Statute:
BAC %: **.0** Speed: Zone:
Date of Violation: **11/15/2020**
Officer: **SHANIECE DURDEN** Badge No: **2628**
Complainant:
Date of Judgment: **03/17/2021** Judgment of Court: **Guilty**
Judge: **MONICA EWING**
Represented by (if any):
Appointed (if any):
Remarks:

PROBATION:	END DATE:	WITH:
DEFENDANT WAS FINED:		BAIL FORFEITED: <input type="checkbox"/>
FINE AMOUNT \$:	150.40	FINE PAID: <input type="checkbox"/>
PLUS ASSESSMENTS OF \$:	59.60	APPEALED: <input type="checkbox"/>
FOR A TOTAL OF \$:	210.00	SENTENCED TO:
- PAYMENTS \$:	210.00	Years in Jail,
TOTAL \$:	0.00	Months in Jail,
		Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED _____

04/30/2021

DOCKET: 70769A

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **73188**

Arrest No.

DL#:

73188

ANTHONY DEMETRIUS FLOWERS

SSN: -

Sex: **MALE**

DOB: |

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **52**

VEHICLE INFORMATION

TAG #:

STATE:

YEAR:

DESCRIPTION:

VIOLATION INFORMATION

Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:
NO FINE

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **150.40**

FINE PAID:

PLUS ASSESSMENTS OF \$: **59.60**

APPEALED:

FOR A TOTAL OF \$: **210.00**

SENTENCED TO:

- PAYMENTS \$: **210.00**

Years in Jail,
Months in Jail,
Days in Jail.

TOTAL \$: **0.00**



I certify that this is a true and correct copy of my court record.

SIGNED

04/30/2021

DOCKET: 73188

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

Phone: (404) 761-3131
Fax: (404) 305-2046

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Agency Code: **060401J**

ORI:

Incident No. **2011435**

Ticket No: **73198**

Arrest No.

DL#:

SSN: -

DOB:

Age: **52**

Sex: **MALE**
Race: **BLACK**

73198

COLLEGE PARK, GA 30349

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **11/15/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **03/17/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **150.40**

FINE PAID:

PLUS ASSESSMENTS OF \$: **59.60**

APPEALED:

FOR A TOTAL OF \$: **210.00**

SENTENCED TO:

- PAYMENTS \$: **210.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED

04/30/2021

DOCKET: 73198

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

5021 old nation

Incident No. **2007458**

Ticket No: **800244**

Arrest No.

DL#:

800244

PHILLIP A NAVES

SSN: -

Sex: **MALE**

DOB:

ATLANTA, GA 30311

Race:

Age: **35**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %:

Speed:

Zone:

Date of Violation: **07/13/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **01/13/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: 150.40

FINE PAID:

PLUS ASSESSMENTS OF \$: 59.60

APPEALED:

FOR A TOTAL OF \$: 210.00

SENTENCED TO:

- PAYMENTS \$: 210.00

Years in Jail,
Months in Jail,
Days in Jail.

TOTAL \$: 0.00



I certify that this is a true and correct copy of my court record.

SIGNED

04/30/2021

DOCKET: 800244

Court Clerk / Deputy Court Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9012

DATE: August 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Alcoholic Beverage Violation - Knockouts

On October 24, 2020, July 13, 2020 and February 15, 2021, College Park Investigators entered the place of business located at 4807 Old National Highway. Investigators observed the business patrons purchasing alcoholic beverages after normal business hours, and/or disorderly conduct displayed on these occasions.

An administrative hearing was held on July 30, 2021 for the purpose of allowing Knockouts, the opportunity to show cause as to why sanctions should not be placed against the business for these offenses, as per Section 3-46 of the College Park Code, Alcoholic Beverages, Suspension or Revocation of License.

Based on the Police Dispositions and the testimony provided at the hearing, the City Manager recommended the following penalties as per the procedures under Section 3-46(c) of the Alcoholic Beverage Code:

1. A monetary civil penalty of \$5,000 to be paid the day after final consideration by the Mayor and Council.
2. A 90-day suspension of alcoholic beverage license to commence the day after final consideration by the Mayor and Council.

Pursuant to the City Code of Ordinances Section 3-46 (e), the City Manager's recommendation will be transmitted to the Mayor and Council and shall be placed on the agenda of the next Regular Session Meeting on August 16, 2021 for Mayor and Council's ratification or rejection.

Your direction please.

ATTACHMENTS:

- Knockouts Alcohol Administrative Hearing (PDF)
- Knockouts Alcohol Administrative Hearing - AMENDED (PDF)
- Knockouts-Citations (PDF)

Review:

- Shavala Moore Completed 08/04/2021 12:59 PM
- Rosyline Robinson Completed 08/06/2021 2:15 PM
- Police Completed 08/06/2021 2:58 PM
- City Attorney's Office Completed 08/09/2021 3:16 PM
- Mercedes Miller Completed 08/11/2021 10:56 AM
- Mayor & City Council Pending 08/16/2021 7:30 PM



CITY OF COLLEGE PARK

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

July 15, 2021

Mr. Dennis Spencer
Knockouts
4807 Old National Highway
College Park, GA 30337

Hand Delivered
Certified U.S. Mail

Dear Mr. Spencer:

I am in receipt of five guilty dispositions from the City of College Park Municipal Court in regards to Knockouts serving alcoholic beverages after business hours (Section 3-81 of the City Code), and disorderly conduct (Section 12-12 of the City Code). College Park Investigators entered your place of business on October 24, 2020 and February 15, 2021. They observed the patrons purchasing alcoholic beverages after normal business hours, and disorderly conduct displayed.

These offenses constitute grounds for suspension or revocation of your license to sell alcoholic beverages in the City of College Park.

According to Section 3-46 of the City Code, you are entitled to a hearing before the City Manager to present evidence and witnesses to show that this offense did not occur. If you wish to have the hearing, please advise my office by **July 16, 2021** and we will proceed with scheduling our witnesses to be present for the hearing. Please call (404) 669-3754.

If you agree that the offenses did occur, you may elect to attend the administrative conference that has been scheduled with Interim City Manager Mercedes Miller **July 21, 2021 at 1:00 p.m.** in the Executive Conference Room at College Park City Hall, 3667 Main Street. At this conference, you may present any mitigating circumstances related to the incident and provide information related to the steps you have taken to prevent such offenses at your business in the future.

Sincerely,

Shavala Moore
City Clerk

cc: Mercedes Miller, Interim City Manager
Thomas Kuzniacki, Interim Police Chief
Nathan Ward, Major



CITY OF COLLEGE PARK

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

July 20, 2021

Mr. Dennis Spencer
Knockouts
4807 Old National Highway
College Park, GA 30337

*Hand Delivered
Certified U.S. Mail*

RE: Rescheduling of Administrative Hearing

Dear Mr. Spencer:

This memorandum is to notify you that the administrative hearing regarding alcohol violations at your business has been rescheduled with Interim City Manager Mercedes Miller for **July 30, 2021 at 3:00 p.m.** in the Executive Conference Room at College Park City Hall, 3667 Main Street College Park, Georgia 30337. At this conference you may present any mitigating circumstances related to incidents provided in the previous notice; and provide any information related to the steps you have taken to prevent such offenses at your business in the future.

According to Section 3-46 of the City Code, you are entitled to a hearing before the City Manager to present evidence and witnesses to show that this offense did not occur. If you wish to have the hearing, please advise my office by **July 23, 2021** and we will proceed with scheduling our witnesses to be present for the hearing. Please call (404) 669-3754.

Sincerely,

Shavala Moore
City Clerk

cc: Mercedes Miller, Interim City Manager
Thomas Kuzniacki, Interim Police Chief
Nathan Ward, Major

Attachments: Previous Notice Regarding Alcohol Violations dated July 15, 2021

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

Phone: (404) 761-3131
Fax: (404) 305-2046

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Agency Code: **060401J**

ORI:

Incident No. **2110609**

Ticket No: **72739**

Arrest No.

DL#:

SSN: -

DOB:

Age: **46**

72739

WILLIAM ANTHONY NETTLES

Sex: **MALE**

Race: **BLACK**

COLLEGE PARK, GA 30349

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute:

Convicted Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute:

BAC %:

Speed:

Zone:

Date of Violation: **02/15/2021**

Officer: **ANTHONY PANIAGUA**

Badge No: **2313**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

FINE AMOUNT \$: **150.36**

PLUS ASSESSMENTS OF \$: **74.64**

FOR A TOTAL OF \$: **225.00**

- PAYMENTS \$: **225.00**

TOTAL \$: **0.00**

BAIL FORFEITED:

FINE PAID:

APPEALED:

SENTENCED TO:

Years in Jail,
Months in Jail,
Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED

07/02/2021

DOCKET: 72739

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

Phone: (404) 761-3131
Fax: (404) 305-2046

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73183**

Arrest No.

DL#:

73183

WILLIAM ANTHONY NETTI ES

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute:

Convicted Charge: **ALCOH BEV PROHIBITED HRS SALES BY DRINK**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **150.36**

FINE PAID:

PLUS ASSESSMENTS OF \$: **74.64**

APPEALED:

FOR A TOTAL OF \$: **225.00**

SENTENCED TO:

- PAYMENTS \$: **225.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.



I certify that this is a true and correct copy of my court record.

SIGNED

[Handwritten Signature]

07/02/2021

DOCKET: 73183

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73180**

Arrest No:

DL#:

73180

WILLIAM ANTHONY NETTLES

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **ALCOH BEV MAINT OF PREMISES IMPROP COND**

Statute:

Convicted Charge: **ALCOH BEV MAINT OF PREMISES IMPROP COND**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Warning**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **0.00**

FINE PAID:

PLUS ASSESSMENTS OF \$: **0.00**

APPEALED:

FOR A TOTAL OF \$: **0.00**

SENTENCED TO:

- PAYMENTS \$: **0.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.

I certify that this is a true and correct copy of my court record.

SIGNED

07/02/2021

DOCKET: 73180

Court Clerk / Deputy Court Clerk



COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73196**

Arrest No.

DL#:

73196

WILLIAM ANTHONY NETTLES

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

VEHICLE INFORMATION	TAG #:	STATE:	YEAR:
	DESCRIPTION:		

VIOLATION INFORMATION Initial Charge: **ALCOH BEV MAINT OF PREMISES IMPROP COND**
 Statute:
 Convicted Charge: **ALCOH BEV MAINT OF PREMISES IMPROP COND**
 Statute:
 BAC %: **.0** Speed: Zone:
 Date of Violation: **10/24/2020**
 Officer: **SHANIECE DURDEN** Badge No: **2628**
 Complainant:
 Date of Judgment: **04/21/2021** Judgment of Court: **Warning**
 Judge: **MONICA EWING**
 Represented by (if any):
 Appointed (if any):
 Remarks:

PROBATION:	END DATE:	WITH:
DEFENDANT WAS FINED:		BAIL FORFEITED: <input type="checkbox"/>
FINE AMOUNT \$:	0.00	FINE PAID: <input type="checkbox"/>
PLUS ASSESSMENTS OF \$:	0.00	APPEALED: <input type="checkbox"/>
FOR A TOTAL OF \$:	0.00	SENTENCED TO:
- PAYMENTS \$:	0.00	Years in Jail,
TOTAL \$:	0.00	Months in Jail,
		Days in Jail.



I certify that this is a true and correct copy of my court record.

DOCKET: 73196

SIGNED *V Wheeler* 07/02/2021
Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73184**

Arrest No.

DL#:

73184

WILLIAM ANTHONY NETTLES

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **UNLAWFUL ACTS**

Statute:

Convicted Charge: **UNLAWFUL ACTS**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Warning**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **0.00**

FINE PAID:

PLUS ASSESSMENTS OF \$: **0.00**

APPEALED:

FOR A TOTAL OF \$: **0.00**

SENTENCED TO:

- PAYMENTS \$: **0.00**

Years in Jail,

TOTAL \$: **0.00**

Months in Jail,

Days in Jail.

I certify that this is a true and correct copy of my court record.

SIGNED

07/02/2021

DOCKET: 73184

Court Clerk / Deputy Court Clerk



COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73179**

Arrest No.

DL#:

73179

WILLIAM ANTHONY NETTI FS

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

VEHICLE INFORMATION	TAG #:	STATE:	YEAR:
	DESCRIPTION:		

VIOLATION INFORMATION Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION: END DATE:

DEFENDANT WAS FINED:

 FINE AMOUNT \$: **150.36**

PLUS ASSESSMENTS OF \$: **74.64**

FOR A TOTAL OF \$: **225.00**

 - PAYMENTS \$: **225.00**

 TOTAL \$: **0.00**

WITH:

BAIL FORFEITED: []

 FINE PAID: []

 APPEALED: []



SENTENCED TO:

 Years in Jail,

 Months in Jail,

 Days in Jail.

I certify that this is a true and correct copy of my court record.

SIGNED

[Signature]

07/02/2021

Court Clerk / Deputy Court Clerk

DOCKET: 73179

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73182**

Arrest No.

DL#:

73182

WILLIAM ANTHONY NETTI ES

SSN: -

COLLEGE PARK, GA 30349

Sex: **MALE**
Race: **BLACK**

DOB:
Age: **46**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **150.36**

FINE PAID:

PLUS ASSESSMENTS OF \$: **74.64**

APPEALED:

FOR A TOTAL OF \$: **225.00**

SENTENCED TO:

- PAYMENTS \$: **225.00**

Years in Jail,
Months in Jail,
Days in Jail.

TOTAL \$: **0.00**



I certify that this is a true and correct copy of my court record.

SIGNED

J. Wheeler

07/02/2021

DOCKET: 73182

Court Clerk / Deputy Court Clerk

COLLEGE PARK MUNICIPAL COURT
COLLEGE PARK MUNICIPAL COURT
3717 COLLEGE ST
COLLEGE PARK, GA 30337

ABSTRACT OF COURT RECORD
STATE OF GEORGIA
FULTON COUNTY
CITY OF COLLEGE PARK

Phone: (404) 761-3131
Fax: (404) 305-2046

Agency Code: **060401J**

ORI:

Incident No. **2010609**

Ticket No: **73195**

Arrest No.

DL#:

73195

WILLIAM ANTHONY NFTTI FS

SSN: -

Sex: **MALE**

DOB:

COLLEGE PARK, GA 30349

Race: **BLACK**

Age: **46**

**VEHICLE
INFORMATION**

TAG #:
DESCRIPTION:

STATE:

YEAR:

**VIOLATION
INFORMATION**

Initial Charge: **DISORDERLY CONDUCT (512)**

Statute:

Convicted Charge: **DISORDERLY CONDUCT (512)**

Statute:

BAC %: **.0**

Speed:

Zone:

Date of Violation: **10/24/2020**

Officer: **SHANIECE DURDEN**

Badge No: **2628**

Complainant:

Date of Judgment: **04/21/2021**

Judgment of Court: **Guilty**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION:

END DATE:

WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED:

FINE AMOUNT \$: **150.36**

FINE PAID:

PLUS ASSESSMENTS OF \$: **74.64**

APPEALED:

FOR A TOTAL OF \$: **225.00**

SENTENCED TO:

- PAYMENTS \$: **225.00**

Years in Jail,
Months in Jail,
Days in Jail.

TOTAL \$: **0.00**



I certify that this is a true and correct copy of my court record.

SIGNED

V Whuler

07/02/2021

DOCKET: 73195

Court Clerk / Deputy Court Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9044

DATE: August 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Declaration of Local State of Emergency

PURPOSE: To declare a local state of emergency within the City of College Park due to the Covid-19 Pandemic and its continuing negative impacts on the economy, supply chain, and healthcare infrastructure.

The attached ordinance accomplishes the following:

1. Declares a state of emergency in the City of College Park due to the Covid-19 Pandemic;
2. Mandates face coverings on all City-owned or leased properties, subject to certain exemptions;
3. Provides that virtual council meetings will begin in September; and
4. Establishes penalties for violations of the Ordinance.

The ordinance will become effective on Tuesday, August 17 at 12:01 am and remain in effect until the rate of infection in the City is below 100 cases per 100,000 residents, pursuant to infection data published in the Fulton County Board of Health Epidemiology Reports.

ATTACHMENTS:

- CP Emergency Declaration Ordinance 8.11.21 (DOCX)

Review:

- Danielle Matricardi Completed 08/11/2021 1:49 PM
- Rosylne Robinson Completed 08/11/2021 2:44 PM
- Mercedes Miller Completed 08/11/2021 2:43 PM
- Mayor & City Council Pending 08/16/2021 7:30 PM

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

1 AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
2 GEORGIA DECLARING A LOCAL STATE OF EMERGENCY; REQUIRING FACE
3 COVERINGS TO BE WORN ON PROPERTY OWNED OR LEASED BY THE CITY OF
4 COLLEGE PARK; PROVIDING FOR VIRTUAL CITY COUNCIL MEETINGS BEGINNING
5 IN SEPTEMBER 2021; TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE
6 RESIDENTS, EMPLOYEES, BUSINESSES, AND VISITORS IN THE CITY; TO PROVIDE
7 AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER LAWFUL
8 PURPOSES.

9 **WHEREAS**, the Governing Authority of the City of College Park (“City”) is the Mayor
10 and Council thereof; and

11 **WHEREAS**, on March 13, 2020, by Proclamation 9994, the President of the United States
12 declared a national emergency concerning the coronavirus disease 2019 (“COVID-19”);

13 **WHEREAS**, on February 24, 2021, the President of the United States extended the
14 national emergency declared by Proclamation 9994 beyond March 1, 2021;

15 **WHEREAS**, on June 30, 2021, by Executive Order 06.30.21.01, the Governor of Georgia
16 declared that a State of Emergency exists in the State of Georgia due to the continuing negative
17 impacts of the COVID-19 pandemic;

18 **WHEREAS**, on July 22, 2021, by Executive Order 07.22.21.01, the Governor of Georgia
19 extended the State of Emergency declared in Executive Order 06.30.21.01;

20 **WHEREAS**, according to the Georgia Department of Public Health (“DPH”) COVID-19
21 update at 2:50 p.m. on August 5, 2021, Georgia now has 949,716 confirmed cases of COVID-19
22 and 18,797 Georgians have died from COVID-19;

23 **WHEREAS**, the City is located in both Fulton and Clayton Counties, and the DPH reports
24 that Fulton County has 88,765 confirmed cases and 1,383 deaths, and Clayton County has 26,111
25 confirmed cases and 502 deaths due to COVID-19;

26 **WHEREAS**, according to the COVID Data Tracker maintained by the Centers for Disease
27 Control and Prevention (“CDC”), the number of COVID-19 cases within the State of Georgia is
28 rising, with the highly contagious Delta B.1.617.2 variant (the “Delta Variant”) accounting for
29 61.6 percent of Georgia cases as of July 17, 2021;

30 **WHEREAS**, the CDC classifies COVID-19 infection rates as low, moderate, substantial,
31 or high based on the number of new cases per 100,000 persons during a reporting period;

32 **WHEREAS**, an area has a high infection rate under the CDC’s classification system if the
33 area has 100 or more infections per 100,000 persons during a reporting period;

34 **WHEREAS**, the most recent Fulton County Board of Health’s Epidemiology Report
35 provides that the rate of infection in the City is 511.6 per 100,000 persons;

36 **WHEREAS**, COVID-19 and the Delta Variant pose a significant risk to the public health
37 and safety of residents of and visitors to the City;

38 **WHEREAS**, if COVID-19 and the Delta Variant continue to spread, it will greatly strain
39 the resources and capabilities of county and municipal governments, as well as local public health
40 agencies that provide essential services, including services for containing and mitigating the spread
41 of COVID-19 and the Delta Variant;

42 **WHEREAS**, in order to help stop the spread of COVID-19 and the Delta Variant, the
43 Governing Authority and staff have been closely monitoring the spread of COVID-19 and the
44 Delta Variant, as well as the associated guidance from medical professionals and state and federal
45 government agencies;

46 **WHEREAS**, public health experts, including those at the CDC, the National Institutes of
47 Health (“NIH”), and the World Health Organization (“WHO”) (collectively, the “Public Health
48 Authorities”) have advised that COVID-19 and the Delta Variant spread mainly through the
49 mechanism of respiratory droplets produced when an infected person coughs, sneezes, talks, or
50 raises their voice (e.g., while shouting, chanting, or singing). These droplets can land in the mouths
51 or noses of people who are nearby or possibly be inhaled into the lungs;

52 **WHEREAS**, the Public Health Authorities have also advised that a significant portion of
53 the individuals infected with COVID-19 and the Delta Variant are contagious even while
54 experiencing minor or no symptoms and implored leaders to take immediate action to prevent
55 further community spread of COVID-19 and the Delta Variant;

56 **WHEREAS**, the CDC and United States Surgeon General, Dr. Jerome Adams,
57 acknowledge that there is a significant amount of asymptomatic spread and recommends that
58 individuals use face coverings to reduce the spread of COVID-19 and the Delta Variant;

59 **WHEREAS**, Dr. Anthony Fauci, Director of the National Institute of Allergy and
60 Infectious Diseases, has further recommended that individuals wear face coverings to prevent
61 individuals from infecting others;

62 **WHEREAS**, one Georgia community experienced an outbreak of COVID-19 due in part
63 to an infected person being present in a public building without face coverings, with the result
64 being the infection of many persons and the death of a judge and other individuals;

65 **WHEREAS**, the City desires to protect the health, safety, and welfare of the residents,
66 employees, businesses, and visitors in the City, in a reasonable manner and as recommended by
67 the CDC and by the Georgia Department of Public Health, while such individuals are working in,
68 conducting business in, or visiting property owned or leased by the City of College Park (“City
69 Property”);

70 **WHEREAS**, having City Property accessible to the public as necessary to conduct in-
71 person business that cannot be conducted by other means is important for the economic vitality of
72 the City;

73 **WHEREAS**, certain activities, such as meetings of City Council, benefit from or require
74 face-to-face interactions between City employees and other individuals;

75 **WHEREAS**, the City is authorized pursuant to its Charter, the Georgia Constitution, police
76 powers, and its supplemental emergency management powers under O.C.G.A. § 38-3-28(a) to
77 impose necessary rules and regulations for emergency management purposes and to preserve the
78 health, safety and welfare of the residents, employees, businesses, and visitors within the city;

79 **WHEREAS**, this Ordinance is intended to supplement the Governor’s Executive Order
80 07.22.21.01, which extends the State of Emergency declared in Executive Order 06.30.21.01;

81 **WHEREAS**, the adoption of this Ordinance will preserve and protect the health, safety,
82 and welfare of the residents, employees, businesses, and visitors within the City; and

83 **WHEREAS**, the following precautions are necessary and appropriate to balance the
84 public’s interest in having access to the proceedings of City Council with the compelling interest
85 of providing for the health, safety, and welfare of the City’s residents, employees, businesses, and
86 visitors within the City.

87 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
88 **THE CITY OF COLLEGE PARK, GEORGIA**, and by the authority thereof:

89 **SECTION 1: DECLARATION OF EMERGENCY**

90 Due to the high transmission rates and the continuing negative impacts of the COVID-19
91 pandemic on the State’s economy, supply chain, and healthcare infrastructure, a State of
92 Emergency is declared in the City of College Park.

93 **SECTION 2: REGULATIONS**

- 94 A. All individuals are required to wear face coverings over the nose and mouth, which
95 face coverings are cloth face coverings or are designed to protect others from infection
96 by the wearer, as defined by the CDC (“Face Covering”), while indoors on City
97 Property and while outdoors on City Property when it is not feasible to maintain a
98 minimum distance of six (6) feet from others who are not household members.
- 99 B. As authorized under O.C.G.A. § 50-14-1(g), all public meetings of the City Council
100 will be held virtually beginning in September 2021, effective for the duration of this
101 Ordinance.

102 **SECTION 3: EXEMPTIONS**

- 103 A. Any person who is unable to safely wear a Face Covering due to age, underlying health
104 condition(s), or is unable to remove the Face Covering without the assistance of others
105 is exempt from this Ordinance.
- 106 B. Any person who is younger than five (5) years old is exempt from this Ordinance.
107 However, it is strongly recommended that all persons over the age of two (2) years old
108 wear Face Coverings, pursuant to CDC guidelines.

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SECTION 4: PENALTIES

A. Any person who fails to comply with this Ordinance shall be subject to the following civil penalties:

1. First Offense: Written warning;
2. Second Offense and Continuing Offenses: Civil infraction, punishable by a fine not to exceed \$50.00. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

SECTION 5: EFFECTIVE DATES

This Ordinance shall be effective on Tuesday, August 17, 2021 at 12:01 a.m. and shall remain in effect until the rate of infection in the City is below 100 cases per 100,000 residents, pursuant to infection data published in the Fulton County Board of Health Epidemiology Reports.

SECTION 6: SEVERABILITY

- A. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.
- B. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

133 C. In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall,
 134 for any reason whatsoever, be declared invalid, unconstitutional, or otherwise
 135 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is
 136 the express intent of the Mayor and Council that such invalidity, unconstitutionality, or
 137 unenforceability shall, to the greatest extent allowed by law, not render invalid,
 138 unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses,
 139 sentences, paragraphs, or sections of the Ordinance and that, to the greatest extent allowed
 140 by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance
 141 shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 7:

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 143 The preamble of this Ordinance shall be considered to be and is hereby incorporated by
 144 reference as if fully set forth herein.

145 **ORDAINED** this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

City Attorney