Mayor & City Council

Regular Session Meeting

~ Agenda ~

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

http://www.collegeparkga.com
404-669-3756 (Main)

Experience College Park
Georgia's Global City

Monday, October 4, 2021 **7:30 PM** **Council Chambers**

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

2. Additions, Deletions, Amendments, or Changes to the Agenda
3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated September 20, 2021

ACTION:

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B. Approval of Workshop Session Minutes dated September 20, 2021.

ACTION:

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4. Proclamations, Resolutions, Plaques, and Announcements

A. Introduction of New Employees by Director of Human Resources and Risk Management Christa Gilbert.
B. Presentation of a Proclamation to recognize October, 2021 as National Arts and Humanities Month in the City of College Park. (See Attached Proclamation)
C. Presentation of a proclamation designating October 3-9, 2021 as "Public Power Week" and "Green Power Week" in the City of College Park. See attached proclamation.
D. Presentation of a proclamation designating October 3-9, 2021 as "National Fire Prevention Week" in the City of College Park. See attached proclamation.

5. Remarks of Citizens
6. Other Business

A. Mayor and Council's consideration in appointing a College Park Business and Industrial Development Authority Board Member to represent Ward 4. Please see memorandum dated September 29, 2021 from BIDA Executive Director Artie Jones, III and supporting documentation.

ACTION:

B. Consideration of and action to ratify the City Manager's recommendations regarding the alcoholic beverage violation at 4855 Old National Highway (Central Station). See memorandum dated September 28, 2021 from City Clerk Shavala Moore and attached supporting documentation.

ACTION:

C. Consideration of and action on a request from College Park Main Street Association (CPSMA) to host a Wine Stroll Event. This is a one-time special event to be held on October 4 - 7, 2021. See memorandum dated September 27, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Off Premises/Special Events Permit Application. Ward 1.

ACTION:

D. Discussion of the updated dates for advertisement for Fiscal Year 2021- 2022. See memorandum dated September 29, 2021 from Director of Finance and Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

E. Consideration of and action on a request for approval to submit an application on behalf of the City of College Park for the Law Enforcement and First Responders $1,000 Supplement grant. Funding is available through the State of Georgia's Office of Planning and Budget (OPB). See memorandum dated September 29, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

F. Discussion and update on top ten delinquent property tax payers. See memorandum dated September 29, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

G. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated September 29, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

H. College Park Utility Assistance Grant Program Update. See memorandum dated September 29, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

A. Request to set a Public Hearing to adopt the City of College Park 2021 Comprehensive Plan update. The plan was approved by the Georgia Department of Community Affairs (DCA) on September 8th, 2021 and by the Atlanta Regional Commission (ARC) on September 13th, 2021. See attached memorandum dated September 24, 2021, from City Planner Nikki Washington. Also, see attached supporting documentation.

ACTION:

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B. Consideration of and action for a Public Hearing to consider the rezoning of 3120 Godby Road from R1 - Low Density Residential to RM - MultiFamily Residential Zoning District. The Planning Commission heard this application at their August 30th, 2021 meeting and recommended approval. See attached memorandum dated September 24, 2021, from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 2.

ACTION:

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C. Public Hearing to consider the rezoning of 0 Roosevelt Hwy. (Parcel Number: 09F250301270621) from C2 - Community Business to RM - Multifamily Residential Zoning District. The Planning Commission Heard this application at their August 30, 2021, meeting and recommended approval. See attached memorandum dated September 29, 2021, from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 2.

ACTION:

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8. Bids, Change Order Requests and Contracts

A. Consideration of and action on bids received for material for upcoming construction and maintenance. See memorandum dated September 29, 2021 from Power Director Hugh Richardson recommending bids for a total combined amount of $918,741.26. Also, see attached bid matrix and supporting documentation. These are a budgeted items included for capital projects in the 2021-2022 budget.

ACTION:

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B. Consideration of and action on a request for approval of a trial Service Agreement with Interactive Utility Communications (IUC) to provide call center services for on-call assistance for power outages at a cost of approximately $9,000.00 for 90 days. See memorandum dated September 29, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached Service Agreement. This is a budgeted item.

ACTION:

C. Consideration of and action on a request for approval of a one (1) year contract extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia International Convention Center and Arena, plus additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium, Fire Station #2 & #3 and the Memorial Police Precinct). See memorandum dated September 29, 2021 from Convention Center Interim Executive Director Denise Cole recommending extension of the contract for an amount of $147,502.00 for the Convention Center and Arena and, $53,210.00 for the additional City facilities. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

D. Consideration of and action on the selection of a new unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center. See memorandum dated September 29, 2021 from Convention Center Interim Executive Director Denise Cole recommending confirmation of ARGUS Event Staffing LLC, for a one (1) year contract at a total amount of $208,000 for both locations. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

E. Consideration of and action on a request for approval of an Agreement of Automatic Aid between the City of College Park and the City of East Point and the City of Hapeville to provide and receive additional emergency response coverage for each jurisdiction automatically. See memorandum dated September 24, 2021 from Fire Chief Wade Elmore recommending approval. Also, see attached proposed Agreement of Automatic Aid.

ACTION:

9. Unfinished (Old) Business
10. New Business
11. City Attorney's Report
12. City Manager's Report
13. Report of Mayor and Council
14. Executive Session
15. Approval of Executive Session Minutes
16. Adjournment

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9060

DATE: September 28, 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 September 20, 2021

See attached Regular Session Minutes dated September 20, 2021.

Thank you.

ATTACHMENTS:

- RS092021 (DOCX)

Review:

- Gabrielle Thornton Completed 09/28/2021 12:27 PM
- Sonya Harold Completed 09/28/2021 12:55 PM
- Mercedes Miller Completed 09/28/2021 4:53 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
SEPTEMBER 20, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

   A. Pledge of allegiance to the flag.

   B. Invocation by Chaplain Walker.

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

   Interim City Manager Mercedes Miller said I would like to delete Items 8c-8f from the agenda.

ACTION: Councilman Clay moved to delete Items 8c, 8d, 8e, and 8f from the agenda, seconded by Councilman Taylor and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

   A. Regular Session held September 7, 2021.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated September 7, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

   B. Workshop Session held September 7, 2021.

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

4. Proclamations, Resolutions, Plaques, And Announcements.

   A. Presentation of a Proclamation to Mrs. Jane Randolph in recognition of her decades of committed dedication to the City of College Park and the community at large.

Mayor Motley Broom read the Proclamation into the record.

Mayor Motley Broom said I'd like to give everyone an opportunity to share their sentiments to Mrs. Randolph. We are so grateful for everything that she has done to make College Park what it is.

Councilman Clay said I will second everything that is in that proclamation. I remember when I ran for City Council, Jane took me around. I was relatively new to the community, and Jane took me around and helped me understand the better points of Ward 1 and where some of the problems were and what have you. She has always been there, I think, to provide leadership to a lot of the citizens and issues that were being discussed over the years. So, we will miss you Jane.

Councilman Allen said Jane, you are a pillar in the community. I was a great friend to your husband Don, and he was a great friend as well. You are loved in the community. And when my wife, Jenene (sp), and I moved into the area in 1994, that's 27 years ago. Jane was one of the first people I met, and just a great friend, and a great friend of College Park and of all the organizations that were mentioned here. Not enough good things could be said about Jane Randolph. Thank you for every single one of the things that you have done for me and my wife and the city and the boards and the interest you have shown in the City. We love you very much.

5. Remarks Of Citizens.

a. Hello,

My name is Kaseem Ladipo and I live at 1951 W Rugby Ave, College Park, GA 30337. I had the pleasure of running for office in 2019 in College Park and enjoyed the experience largely because of my deep appreciation for how this city has embraced me and my family since we moved here 6+ years ago. During a very difficult time for us a little over a year ago, we were supported in so countless ways by residents from every Ward, business owners and city employees. The community's support of us will never be forgotten and it is why we could never see ourselves living and raising our boys in any other city.

The deep sense of community here is like no other.

I currently serve as the Chairperson of the Planning Commission. It has been my honor to serve as an appointee of Councilman Ambrose Clay as we work in partnership with Mayor and Council, city staff and other key entities to build a city that aligns with our newly adopted values of Service, Respect, Equity & Inclusion, Innovation and Integrity and Advancement. While we continue to build towards a city that fully embodies those values, I believe we are moving in the right direction. On the Planning Commission, we most recently noted how collaborative and progressive we have become, all with the purpose of moving all of College Park forward. The comprehensive planning steering

committee, of which I am a member, has also seen collaboration and thoughtful consideration of all current and future members of the community that we all love.

We are not where we want to be and those who know me well know that I am not bashful about sharing my opinion about my desired direction for the city. But I am also able to step back, reflect and acknowledge where we have made positive change, even when I am not at the table. I can praise leaders that have stepped up even when I am not the person selected to lead. The reason for that is because at the end of the day this is my village and nothing is ever bigger than the health, sustainability of this village. All those who value this city should be protective of anyone who does not demonstrate that same love and passion.

Thank you and God Bless College Park.

b. Mr. Arol Babb (sp) said my address is 4980 Welcome All Road, College Park, Ga., 30349. I am learning to voice my opposition to this company Nextera Energy of putting a 60-acre lithium battery ion storage system on an undeveloped land behind my property. From the information that I have received, this plant would be unsafe.

c. Ruth Ann. Environmental discrimination overburdened community, Red Oak area shows more than 80 percent for harmful environmental factors already exists for people of Red Oak, Georgia, 60 acres of lithium ion battery facility. Dangerous explosives toxic cancerous. Recent incidents: Meeting never posted. One, sign was posted the day after public comment meeting, which occurred on June 28. Two, signs posted in locations not visible or readable on grass or in curb or hill parallel to traffic. Three, no additional signs posted at the hearing date changed/extended.

Ms. Ann said lithium ion batteries incident: Arizona 2019 firefighters opened door to container explosion that caused catastrophic brain injuries. Incident Report: Australia July 30th, Australia fire July 30, 2021, under control after 3 days. Moss Landing Labor Day, September 2021, overheating incident.

City Clerk Shavala Moore said that is all my comments that were emailed. I do have a Shelby High that wants to speak virtually. So, if you are in the room Ms. High, go ahead and unmute yourself, and I will start the timer when you begin to speak.

Ms. Shelby High thanked the Mayor & Council for listening to our plea as taxpayers and property owners in the State of Georgia. Thank you. And I want to say that members of the Delano Road community does not want Nextera in our neighborhood. We are not giving them permission to harm us without written consent. That is it for right now.

City Clerk Shavala Moore said there are no others that signed in to speak.

Mayor Motley Broom said Ms. McQueen your hand is up. If anyone wishes to speak for 1 minute, they can have that opportunity at this time. Just go ahead and raise your hand. I will acknowledge you in order. Ms. McQueen has her hand up.

Ms. Kathleen McQueen said I live at 1965 Lyle Avenue. I have been living in College Park for 13 years. And in these 13 years, over the last year and a half, I have seen so much growth and positive energy. I have seen so much transparency and constant work towards making this city great.

Ms. McQueen said anytime something is mentioned during the College Park Neighborhood Board, the Interim City Manager may respond. And we see action. So, I just want to acknowledge not only Mayor & Council, but the City and the City Manager and staff. I see the changes in the city, and thank you so much.

Ms. McQueen said the other comment is I wish that there is another consideration on renaming City Hall because City Hall is a home of all citizens, and it needs to stay that way.

Mayor Motley Broom asked, anyone else wish to speak?

There were no further comments made.

6. Other Business.

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

Mayor Motley Broom asked, any questions for Ms. Philord-Bradley on any one of these items?

Councilman Clay said I got all my questions answered. So, I'm good.

Mayor Motley Broom asked, anyone else?

There were no questions.

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

There were no questions on this item.

C. College Park Utility Assistance Grant Program Update.

Mayor Motley Broom said there is money that is flowing to people who need it.

Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am. Currently to date we awarded $381,000.00 to the residents. And I have about $20,000.00 more on my folder from Friday. And I will be providing that this week. So, the numbers should go up considerably again. We are almost there.

Mayor Motley Broom asked, are we still accepting applications?

Director of Finance & Accounting Althea Philord-Bradley said yes. And those on the list for disconnection, we are having them sign up so they can keep their utilities on as they go through the application process. We will have an additional $100,000.00 to award.

Councilman Allen asked, is there an end date set up?

Director of Finance & Accounting Althea Philord-Bradley said no, not until the funds are gone.

Mayor Motley Broom said and for the people who wish to apply, you can let them know how to do that.

Director of Finance & Accounting Althea Philord-Bradley said go to ***collegeparkga.com.*** There is a link for the Grants Administrator. There is a number on the website, and they will assist you. We prefer that you come in so we can assist you with filling out the application so there are no delays.

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

There were no further questions.

D. Consideration of and action on a request from Woodward Academy to host an Alumni Event. This is a one-time special event to be held on October 2, 2021.

ACTION: Councilman Allen moved to approve a request from City Clerk Shavala Moore for Woodward Academy to host an Alumni Event on October 2, 2021, seconded by Councilman Clay and motion carried. (All Voted Yes).

E. Consideration of and action on a request from Yvonne Wiltz to host an off premise event to serve alcoholic beverages for a 50th Anniversary Celebration. This is a one-time Special event to be held on Friday, October 2, 2021, from 6:00 p.m. until 10:30 p.m. at Thomas Kennedy Sampson & Tompkins located at 3355 Main Street.

Councilman Allen said congratulations on 50 years!

Mayor Motley Broom said this is a huge, huge accomplishment and one that deserves major recognition. It is the oldest African American law firm in the entire State of Georgia. This firm has trained up many, many accomplished attorneys and judges in the area, and we are lucky to have them in our city.

ACTION: Councilman Clay moved to approve a request from City Clerk Shavala Moore for Yvonne Wiltz to host an off premise event to serve alcoholic beverages for a 50th Anniversary Celebration to be held on Friday, October 2, 2021, from 6:00 p.m. until 10:30 p.m. at Thomas Kennedy Sampson & Tompkins located at 3355 Main Street, seconded by Councilman Taylor and motion carried. (All Voted Yes).

F. Consideration of and action on a request from the Historic College Park Neighborhood Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to display directional signs beginning October 4, 2021 for an annual community yard sale scheduled for October 9, 2021 from 8:00 a.m. until 2:00 p.m. in the historic neighborhood district.

ACTION: Councilman Clay moved to approve a request from Director of Inspections Oscar Hudson for the Historic College Park Neighborhood Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to display directional signs beginning October 4, 2021 for an annual community yard sale scheduled for October 9, 2021 from 8:00 a.m. until 2:00 p.m. in the historic neighborhood district, seconded by Councilman Allen and motion carried. (All Voted Yes).

7. Public Hearings.

A. Request for a Public Hearing to consider a request for the rezoning of 0 Roosevelt Hwy (Parcel Number: 09F250301270621) from C2 - Community Business to RM - Multi-Family Residential Zoning District. The Planning Commission heard this application at their August 2021 meeting.

City Planner Nikki Washington said this is a request to set the public hearing for our next meeting on October 4, 2021. This is a proposal to build an apartment complex of 72 units. There will be workforce housing. They expect also to partner with a nonprofit that is in South Fulton, and that also fits in with our Future Land Use Map for this area, as well as the City of South Fulton. Any questions?

Councilman Allen said it will be renters, not owners.

City Planner Nikki Washington said correct. These will be leased.

Councilman Clay said one thing that I would like to add to the requirements is: This facility will be directly under the 244 degree flight path from Runway 27R. And a normal construction home reduces sound level by about 20 dB. I would recommend that we include a requirement and the end goal being that we keep the noise level inside this facility to 45 dBA. And that would probably mean something on the order of 30 to 35 dB of sound transfer coefficient, which is the same requirement that we put on Hawthorne Station that is on Herschel Road in Ward 4. And I think probably we will need a similar requirement on this too. I think we should make sure the builders are comfortable with that.

City Planner Nikki Washington said yes. For this project in particular, we are receiving funding from the Department of Community Affairs. So, they will need to meet that standard. Our Building Code standard also includes that 45 dBA. I will chat with them and make sure they are aware. I would think they would be able to meet that requirement.

Councilman Clay said it makes the construction cost a little more. Probably 6 inch studs rather than 4 inch studs, et cetera. That's all I had.

Councilman Allen said I just wanted to mention that I only see one area for dumpsters, and we talked about this earlier. With 72 places, they are going to need more dumpsters. I would hate to see dumpsters where trash is pouring over the top. I think you said this was a partnership where they will be working with a group, the City of South Fulton; is that correct?

City Planner Nikki Washington said yes. This is adjacent to a nonprofit organization in the City of South Fulton. That nonprofit organization actually reached out to this development and builder, and they asked if they would be interested in developing this as a residential property. There should be a letter of support included in your packet from that nonprofit.

Mayor Motley Broom said if there are concerns about the actual application, I would ask that you meet with Ms. Washington in the interim to get some of those issues addressed. We are just here to set it for next time, so is there a motion for that?

Councilman Clay said it would be helpful in the agenda, probably not for us because we are here from one meeting to the next, but for the general public it could say either to set a public hearing or hold a public hearing in the agenda so that it is very clear for the public that they don't need to be there; that this is not a public hearing.

Mayor Motley Broom said understood. I think that makes a lot of sense.

ACTION: Councilman Clay moved to approve a request from City Planner Nikki Washington for a Public Hearing to be held on October 4, 2021 for the rezoning of 0 Roosevelt Hwy (Parcel Number: 09F250301270621) from C2- Community Business to RM-Multi-Family Residential Zoning District, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Request for a Public Hearing to consider a request for the rezoning of 3120 Godby Road from R1 - Low Density Residential to RM - Multi-Family Residential Zoning District. The Planning Commission heard this application at their August 30, 2021 meeting and recommended approval.

Mayor Motley Broom said the Planning Commission heard this at their August 30, 2021 meeting and recommended approval.

City Planner Nikki Washington said this is office to rezone to multi-family. This project is for cottage homes, 29 of them. You will see the outline in your packet there. If approved at the October 4, 2021 meeting, they will also need to go before the variance board to receive a variance for that unit size. Just FYI.

Mayor Motley Broom asked, is there a motion?

ACTION: Councilman Clay moved to approve a request from City Planner Nikki Washington for a Public Hearing to be held on October 4, 2021 for the rezoning of 3120 Godby

Road from R1 - Low Density Residential to RM - Multi-Family Residential Zoning District, seconded by Councilman Allen and motion carried. (All Voted Yes).

8. Bids, Change Order Requests And Contracts.

A. Consideration of and action on a request for approval to replace the Water Source Heat Pump - 15 located in the LAN Room on the 4th Floor of the Federal Aviation Administration (FAA) Regional Headquarters.

Interim City Manager Mercedes Miller said this is to replace a water source heat pump. This is a budgeted item. Ron Wilkerson may be on the line.

Mayor Motley Broom said the recommendation is for Batchelor and Kimball, Inc. in the amount of $23,615.00. Does anyone have any questions for Interim City Manager Mercedes Miller or Mr. Wilkerson?

Councilman Clay said I do have one. There are some provisos in there that if the price escalates, it is going to be more than that, and so forth. And I don't know how it will compare to today, or when this will be implemented that that estimate was made. So, my question is: Do we have a feel for what the ultimate price will be? Because I know some things have gone up dramatically recently. I want to make sure whether we are approving 23K, 30K, 40K, or whatever.

Interim City Manager Mercedes Miller said that is the price that Batchelor & Kimball gave them, so I am not expecting it to be more.

Councilman Clay said okay. I'm good.

Mayor Motley Broom asked, any other questions?

There were no further questions.

ACTION: Councilman Clay moved to approve a request from Interim City Manager Mercedes Miller to replace the Water Source Heat Pump - 15 located in the LAN Room on the 4th Floor of the Federal Aviation Administration (FAA) Regional Headquarters in the amount of $23,615.00, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Consideration of and action on Bids received for Lighting Improvements for the Tennis Courts at Barrett Park.

Mayor Motley Broom said this item is for Ms. Johnson. The cost is $34,844.00.

There was no response from Ms. Johnson.

Mayor Motley Broom asked, is Ms. Johnson muted? Does anyone have any questions for Ms. Johnson?

Councilman Clay said no. I'm ready to vote to approve.

ACTION: Councilman Clay moved to approve a request from Director of Recreation & Cultural Arts Michelle Johnson for Lighting Improvements for the Tennis Courts at Barrett Park in the amount of $34,844.00, seconded by Councilman Taylor and motion carried. (All Voted Yes).

C. Consideration of and action on Bids received for Rhodes Street Widening and Improvements from Camp Creek Parkway to Redwine Avenue.

This item was deleted from the agenda.

D. Consideration of and action on a request for approval of a contract with BDR Partners for program management services for the Rhodes Street Improvements.

This item was deleted from the agenda.

E. Consideration of and action on a request for approval of a contract extension with BDR Partners for Program Management Advisory Services for Phase I of the Six West Development for a 12-month duration.

This item was deleted from the agenda.

F. Consideration of and action on a request for approval of a resolution authorizing reallocation of TSPLOST funds for the replacement and improvement of roadway infrastructure for the Six West Development.

This item was deleted from the agenda.

9. Unfinished (Old) Business.

A. Consideration of and action on a request for approval of a resolution authorizing the renaming of College Park City Hall in honor of late former Mayor Jack P. Longino.

Councilman Allen said I asked Mrs. Longino if Jack ever talked about it. She mentioned Jack P. Longino City Hall, which was my favorite as well.

ACTION: Councilman Allen moved to approve a request from Interim City Manager Mercedes Miller for a resolution authorizing the renaming of College Park City Hall to Jack P. Longino City Hall, in honor of the Late Former Mayor Jack P. Longino, seconded by Councilman Clay and motion carried. (All Voted Yes).

B. Deferred Item to consider the rezoning of 0 Welcome All Road from BP- Business Park to M1- Light Industrial Zoning District. Ward 2.

Mayor Motley Broom said the Planning Commission heard this and recommended approval.

City Planner Nikki Washington said this item was deferred from the August 16, 2021 meeting, the rezoning from Business Park to Light Industrial for the Nextera Project, the Battery Storage Facility. This item was deferred due to some questions that we had. Should Council decide to defer this item again due to information just coming in, we would recommend that another public hearing be held due to that new information coming into light, so the public has the opportunity to review that information and comment on it. Any questions about that procedure or questions about this item, we are available to answer.

Councilman Clay said I would like to speak in favor of deferring it. We have been looking into a great amount of technology that will be involved. We heard during the public comments of concern about safety. We also heard that during the public hearing, and the technology has vastly improved from what I can see over the last couple of years to provide safe operation in the facility, but we want to look at that more. So, I would like to see it deferred so we can consider additional information that we are in the process of receiving.

Councilman Gay said we need to look at it more. But my position is that it is not something that the community wants, and I agree with the community.

City Planner Nikki Washington said we do need to take a vote tonight.

Councilman Clay said one of the things we heard was a lot of residents thought they were not properly notified. If we are going to have the hearing and open it up for further discussion at the October 18, 2021 meeting and announce that, I would suggest that we address some of the issues that have been brought up about the placement of signs, that they not be obscured by grass growing up, or what have you, et cetera, et cetera. And make sure that everybody knows.

Councilman Clay said I noticed that Mr. Loveless is on the Zoom call. I can see his name on here, and he and I have talked before. And I'm glad to see him here because he will spread the word back to the other residents there. But I think we also need backup with putting the signs out and making sure they are well observable. Thank you.

Mayor Motley Broom asked, anyone else?

Councilman Taylor said I thought that from what I heard, the people don't want it period. I think we should listen to the people. If we are going to defer it to another date, what about the people that don't get an opportunity to get on here and say what they want to say? Deferring it is just giving us more time. I heard the people loud and clear to say they do not want it near their homes.

Mayor Motley Broom asked, any other questions or comments?

There were no further comments.

ACTION: Councilman Clay moved to defer a request from City Planner Nikki Washington for the rezoning of 0 Welcome All Road from BP-Business Park to M1- Light Industrial Zoning District to the October 18, 2021 Council Meeting, seconded by Councilman Allen. Councilman Clay voted to defer. Councilman Allen voted to defer. Council Gay opposed. Council Taylor opposed. Mayor Motley Broom voted to defer. Motion carried.

10. New Business. None.

11. City Attorney's Report.

A. Consideration of and action on a request to impose a ninety (90) day moratorium on the acceptance of applications for new alcoholic beverage licenses.

City Attorney Winston Denmark said this was just to allow the City an opportunity to complete its review and analysis for an alcohol ordinance, and that it would impose another moratorium in this interim period, while we endeavor an effort to finalize the revisions to the ordinance.

Mayor Motley Broom asked, any other questions or comments?

Councilman Allen asked, what if we had a business that is just getting ready to come in to the City of College Park? We need to take a look at those.

City Clerk Shavala Moore asked, may I comment on that?

Mayor Motley Broom said Ms. Moore, go right ahead.

City Clerk Shavala Moore said we do have a few new businesses that have started the alcohol license process, so they would not be affected by the moratorium. This would go into effect tomorrow for any new businesses, if approved tonight.

Councilman Allen said thank you.

ACTION: Councilman Clay moved to approve a request from City Attorney Danielle Matricardi to impose a ninety (90) day moratorium on the acceptance of applications for new alcoholic beverage licenses, seconded by Councilman Taylor and motion carried. (All Voted Yes).

12. City Manager's Report. None.

13. Report of Mayor and Council.

Councilman Clay – asked, can someone give me a status on the progress in joining the Fulton County Land Bank? That has been in the works for, I don't know, 2 or 3 years. We successfully joined the Clayton County Land Bank and that had facilitated some of the things we wanted to do. And we talked about joining Fulton County Land Bank, and I haven't heard anything.

Director of Economic Development Artie Jones said we reached out to the Fulton County Atlanta Land Bank many, many years ago. And the Fulton County Atlanta Land Bank Authority said they would eventually work us into becoming a part of the Land Bank Authority. I have been keeping in contact with Christopher Norman who is actually the president of the Land Bank Authority. And to date, we have not been able to be added. I can find out a status and have that information for you at the next Council meeting, if you like. We are waiting for the Fulton County Atlanta Land Bank Authority to find out how everything is going to be divvied up.

Director of Economic Development Artie Jones said Fulton County pays a certain percentage of the overall expenses for the Land Bank Authority, and so does the City of Atlanta. With us having a smaller population, and also being a separate city, they are trying to figure out how our portion of the budget would divvied up. It would be something we would have to pay on an annual basis.

Councilman Clay asked, what is the purpose of the payment? And why does it exist in Fulton County versus Clayton, just out of curiosity?

Director of Economic Development Artie Jones said for the Fulton County Atlanta Land Bank Authority, they have a pretty robust staff, 9 or 10 people that staff the Fulton County Atlanta Land Bank Authority. For Clayton County there is no staff at all. I think they have an attorney that is paid through the Clayton County Board of Commissioners. That is the biggest thing that I can see.

Councilman Clay said apparently there isn't a strong motivation to resolve this issue because it has been going on for long time. It would seem to me that you could either base it on the amount of acreage, the amount of development dollars, or the amount of citizens. There are a lot of factors that you could use to split up the cost. We would be very small on any of those measures. How can we make this more of an important issue to get it resolved? I'm not asking to answer that question now. What do we need to do to motivate resolution on this issue? And what are the things that are problematic?

Councilman Clay said the other question I would ask is: If we cannot join the Fulton County Land Bank, is there any way to join a Land Bank that is county-less (ph), or create our own Land Bank? Because I think there is a big advantage to a Land Bank. I think we saw that already in at least one of the transactions that we made. It would be nice if we could move forward on that.

Director of Economic Development Artie Jones said I will work towards escalating it and get answers for the Mayor & Council at the next meeting.

Councilman Clay asked, do we have any expectations Mercedes of where we might be as far as closing Rugby for Halloween?

Interim City Manager Mercedes Miller said we will know by the next meeting. But the big Halloween event in Bryan Park in East Point, it was cancelled today. I will look at what we can do.

Councilman Clay said I would lean towards safety and so forth. I have been ducking a number of things that I normally would have gone to, even though I am vaccinated.

Councilman Clay asked, is there any way we can reinstitute the City Manager Info Letter? You don't have to answer that now. Terrence had a City Manager Info Letter. It was helpful. It answered a lot of questions. I think it would be helpful. On the other hand, I do not want to stress you out. You've got a lot on your plate with everything going on in the city. That's all I had tonight.

Councilman Taylor – said I have nothing to report.

Councilman Allen – said first of all, I would like to thank the Old National Merchants Association for the event they put on this past Saturday, the 5K Walk and Run. There were a lot of people there walking, running, and enjoying the day in the slight rain that we had. It was a well-organized event, and I just want to thank them for putting that on this year.

Councilman Allen said I just want to remind City Council Members that it is very important that we let Mercedes or our New City Manager know; that when Mayor & Council go straight to department heads, that we just include them in with an email and text. I was amiss on that a couple of times this week. I should have been making sure that Mercedes was aware of what was going on.

Councilman Allen said the retention ponds at the FAA, they are inside a fence at the FAA. They look like they have not been cleaned out in years. I don't know if that was a responsibility of College Park or the FAA. If you could, check into that and take a look at them. There is one right behind the FAA and one is cut and one has a lot of growth in it. That's all I had.

Councilman Gay – said I have 3 items. I also want to congratulate Thomas Kennedy. I have known him for years. I think it is an opportunity for us to see how we can provide some kind of services to them as we grow, particularly on the BIDA side.

Councilman Gay said the second thing I have is I wanted to bring you up to speed on the Hawthorne Station. They are starting to implement their road. A lot of their infrastructure has been completed. The homes are from the $300,000.00. As we discuss the tax for the seniors, which should not be a lot, we could offset it with the new revenue that we should have from the Hawthorne Station.

Councilman Gay said Jackson, we have talked about an alternative way to add safety pedestrian for Lakeshore. I understand and I agree that a lot of residents don't want us to encroach on their yard, but we have been talking about traffic calming which is an alternative way to provide a safety way to walk as well as not encroach. I would like for you to look at what that would cost as an alternative to sidewalks. That's all I have.

Mayor Motley Broom – said I want to echo Councilman Allen's sentiments to the Old National Merchants Association. It was a great 5K on Saturday. I believe I finished first for Mayors, but I do believe I was the only Mayor in the race. It was still an enjoyable morning. And it's a great opportunity for both College Park and South Fulton to come together and engage in some steps. And thanks to Trainer Guy for making sure everybody was all stretched out and warmed up for the race before we actually started.

Mayor Motley Broom said we have a Youth Council that we are starting in College Park. And we want your youth to be a part of it. So, the deadline to submit the application is September 30, 2021. We are very excited about bringing more kids into the process so they learn more about how our city works. Get the information on the screen and scan the QR Code. We would love to have your kids join us and come and make a difference. A lot of other cities are doing the same thing. We see them at conferences, and we would love for kids in College Park to participate as well.

Mayor Motley Broom said starting October, I will be having open office hours. I will be available on October 14, 2021 from 1:00 to 5:00 and all day on October 25, 2021. You can come and talk about anything you want. I will remind you to make sure that you have the dates and information. It's been a little bit different with COVID. Everybody will need to wear masks. I want to hear what is on your mind. Hope you can come in and say hello.

Mayor Motley Broom said we have one item out of executive session that needs to be approved, Cybersecurity Issue A. Is there a motion to approve?

14. Executive Session.

ACTION: Councilman Clay moved to approve Cybersecurity A, seconded by Councilman Taylor and motion carried. (All Voted Yes).

15. Approval of Executive Session Minutes.

ACTION: Councilman Clay moved to approve the Executive Session Minutes dated September 20, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

16. Adjournment.

Mayor Motley Broom declared the Regular Session adjourned at 8:28 p.m.

CITY OF COLLEGE PARK

_____

Bianca Motley Broom, Mayor

ATTEST:

_____

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9061

DATE: September 28, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Workshop Session Minutes dated September 20, 2021

See attached Workshop Session Minutes dated September 20, 2021.

Thank you.

ATTACHMENTS:

- WSS092021 (DOC)

Review:

- Gabrielle Thornton Completed 09/28/2021 10:19 AM
- Sonya Harold Completed 09/28/2021 11:42 AM
- Mercedes Miller Completed 09/28/2021 4:53 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
SEPTEMBER 20, 2021

MINUTES

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

Absent: None.

Mayor Motley Broom called the workshop session to order at 5:38 p.m.

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

Mayor & Council entered into executive session at 5:39 p.m.

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

1. **Consideration of a presentation that describes the strategy for funding project within and around the Six West Project area.**

Mr. Ed Wall said Rhodes Street is a major thoroughfare between Camp Creek Parkway into the Six West Development that would go across Columbia, Yale, and all the cross streets that go through there. In order to get the development started, a lot of the prospects who want to buy property in Six West would like to see Rhodes Street completed to give them main access out of the development.

Mr. Wall said we hired BDR who were the program managers for the Arena, and Jessie Frasier is our main contact. We asked them to give us a cost estimate for Rhodes. We bid the pedestrian bridge on Camp Creek Parkway between the Gateway Development and Six West, and we only got 1 bid for $18 million, which was significantly higher than what we were expecting. So, $18 million was the main construction cost estimate that BDR had for Rhodes Street. It is 3,500 linear feet. And it has a bridge across Camp Creek itself. All the soft costs are $22.8 million.

Mr. Wall said you authorized staff to send out bid requests. There were about 800 different bidders. September 1 the City got 3 bids in. Here are the quotes (indicating on his screen). CMES at $9,637,000.00; CW Matthews at $9,734,000.00; and Baldwin Paving at 9.788,000.00. If you remember, BDR's estimate for that amount was $18 million. BDR has recommended that you hire the second bidder there. They have given reasons in their letter of why they thought it would be the appropriate thing. We are $9

million less than we had projected. We have decorative hardscape, landscape, well removal, relocation of the Brady Center playground equipment, infrastructure contingency, materials testing and inspection, site furniture, signage, and equipment.

Mr. Wall said the City needs to come up with $13.8 million in order to complete Rhodes Street to provide major access to the Six West Development. Staff has really worked hard at this. We think that it is the first major infrastructure component that should kick off the infrastructure for the Six West Development. Staff would like to come back to you at your next meeting with the options for you to fund that $13.8 million for construction. The floor is open for questions.

Mayor Motley Broom asked, any questions from the Body?

Councilman Clay said I have a comment. The bridge over Camp Creek, we literally mean Camp Creek. We do not mean Camp Creek Parkway. And I think that is more for the audience. I think we all know that, but it's nice to mention that.

Mr. Wall said yes, sir. It is the creek, the body of water.

Councilman Clay said I think it is amazing that we are in a position to save $9 million. And we need to strike while the iron is hot.

Mr. Wall said yes, sir.

Mayor Motley Broom asked, any other questions for Mr. Wall?

There were no other questions.

Mayor Motley Broom said this is a little off topic, but you will be back to talk with us about how things are going, since the start of the fiscal year, correct?

Mr. Wall said yes, ma'am. Ms. Philord-Bradley and I are working on the end of the fiscal year June 30, 2021, those final numbers, and comparing that with the budget for 2021 and the 2022 budget.

Mayor Motley Broom asked, and when will you anticipate you will be back?

Mr. Wall said the first meeting in October.

Mayor Motley Broom said perfect. We will see you then.

Councilman Clay asked, can we also have some feeling of our run rate compared to what was anticipated in the 2022 fiscal year budget? We were making certain assumptions about the GICC and the hotels and so forth. Can we get any kind of an indication of how we are doing? For a while I thought, well, we may actually beat our expectations, but then the COVID Variant came along. I can't believe that we are doing nearly as well as

we were, but we may still be doing as well as we had projected. And I would like to have some kind of feeling for that.

Director of Finance & Accounting Althea Philord-Bradley said that will be the second meeting in October. That will give us enough time to get the September numbers in. Councilman Clay, Mercedes, and I and staff have been working together to reduce costs because we did look at the first 2 months of 2022. And we weren't too optimistic about the numbers, so we were trying to see how to reduce costs across the board in the Arena Fund and the GICC Fund.

Councilman Clay said I was thinking more in terms of our revenue.

Mr. Wall said we will bring you a budget amendment reducing those expectations.

Councilman Clay said that is what I am looking for.

Councilman Allen said I would like to see how they matched up for each of the separate items like that.

Director of Finance & Accounting Althea Philord-Bradley said the GICC and the Arena have already provided numbers to reduce the revenue and expenses.

Mayor Motley Broom asked, any other questions?

Councilman Clay said I'm good.

Mayor Motley Broom said thank you. We appreciate it.

2. Consideration of a Homestead Tax Exemption for Seniors.

City Attorney Winston Denmark said we had discussed this item once previously. We have before you a resolution that would create a Homestead Tax Exemption for College Park residents. The exemption as directed by Mayor & Council that would give College Park residents the exact same Homestead Exemption as enjoyed by Fulton County residents.

City Attorney Winston Denmark said when we undertook this task, we had a choice to simply say that College Park residents get the same exemption that Fulton County residents get. Or, we could say, go by the Fulton County Resolution and give our residents exactly what Fulton County residents get by restating what the Fulton County provision states. So, we took that approach.

City Attorney Winston Denmark said the resolution that we prepared is pretty much verbatim of what the Fulton County Resolution is, and we included in the packet this evening the Fulton County exemption, which is on packet page 30. You can track that

language in this Fulton County provision with what we have proposed for the City of College Park.

City Attorney Winston Denmark said there have been concerns expressed about certain inadequacies and loopholes which are the same loopholes and challenges in the Fulton County provision. I certainly don't disagree with anything that has been said, in terms of it being problematic in terms of loopholes. To the extent we want to fill those loopholes and fix those inadequacies, then we would do one of two things. We would rewrite the resolution, but in that case, we may be giving a Homestead Tax Exemption that is different than what Fulton County provides its residents. And my instruction was to draft and give our residents the same as Fulton County residents get. But by fixing those loopholes would mean the provision is different. That might be fine. That might be exactly what the Mayor & Council wants to do. But that would be moving in a different direction than we have been previously and not matching Fulton County but doing something that is kind of similar but actually different. So, if that is the direction we want to go in, we can certainly do that.

City Attorney Winston Denmark said a second option would be to - - This has to be passed by the General Assembly. I believe it will. And the local legislation would address some of those concerns, and we could leave it there for them to kind of get it free of some of those issues. That may or may not be an option that the Council wants to take.

City Attorney Winston Denmark said at this point, I need direction. Do we want to patch the loopholes, fix the inadequacies, or do we want to leave it with the General Assembly to kind of resolve some of these issues? I am happy to do either, but it was not on me to make the choice for the Council. It was for the Council to make that decision. Largely, fixing the problems would result in College Park residents getting an exemption that is different than what Fulton County provides. If that is what the Council wants to do, we can certainly do that.

Councilman Clay said I'm the guilty party. I know I found loopholes. First off, let me say that I think the Council totally supports giving an exemption. I believe what the Council thinks they are intending to do when they support this, is to address people in the community who are living on a fixed income. They are living on an income that is not terribly grand. And basically, we are saying we are going to give you an exemption.

Councilman Clay said if, however you get your benefit, whether it be from Social Security, or railroad retirement fund, or a combination thereof, or some kind of annuity from the company that you worked for. And however you come up with that number; that that number does not exceed what you would get if you were on Social Security.

Councilman Clay said now, there is a certain set of complexities there because what you get on Social Security, and those of us who are on Social Security, including myself, knows that it varies depending on a lot of circumstances. But I'm just trying to keep it simple here. So, I think that was our intent. If anybody on Council disagrees with that,

this would be a good place to jump in. Because it's my impression that I think that's what we all intended.

Councilman Allen said I have some problems with the loopholes. I don't know what their loopholes were. When you say each resident of College Park is over 70 years old or older or disabled, who is going to decide on the disability bit? Is there a letter from the doctor? Have we got all those loopholes tied up?

Councilman Clay said those provisions are taken care of. Is what I said true, despite the kinds of things you're talking about? Would you agree that that is what we were trying to do?

Councilman Allen said I agree. I can't speak for everybody. I think that is what we want to do.

Councilman Clay said let me tell you what the problem is. The complexities that you're talking about are there. But I'm talking about something much more fundamental. If you go to packet page 25, we define income on line 19. And what I have done is I parsed it by highlighting keywords that are relevant to this issue. It is a long sentence. It is multi-lines long. Let me read it the way I think we need to understand it (reading). So, this says that we are going to use adjusted gross income. Secondly, that the only thing that we are going to count in adjusted gross income is how much more you make than what you can get from Social Security, maybe from a railroad retirement fund, or your company's pension, something of that nature.

Councilman Clay said then it goes on to say that the exemption shall only be granted if that person's income, which is adjusted gross income, does not exceed the maximum amount which may be received under the Federal Social Security Act. So, let's say that under Social Security, just for talking purposes, I could get $20,000.00 a year. And let's say that in addition to that Social Security, I had a pension. I worked for a company, and I got a pension, in addition to Social Security. And let's just say that that pension was $10,000.00 a year. So, my total on my tax return, federal return, my adjusted gross income might be $30,000.00. But because I was getting above that ($20,000.00 Social Security) $10,000.00, and that's the only thing that was being counted in adjusted gross income, I would be entitled to get an exemption, even though I was actually getting $30,000.00. And, in fact, if you read the language, I could be getting as much as $40,000.00. So, that's one issue.

Councilman Clay said what we are really approving, if we approve this language, is we are really approving an exemption for people to get twice as much as they can get from Social Security.

Councilman Clay said now let me give you one more example. I could have - -

Mayor Motley Broom asked, is the Body troubled by that?

Councilman Taylor said it depends. I think we all want the same thing. I think we should keep on working at this and the loopholes we are trying to close. It would be a problem. It helps some people, but a hindrance for somebody else. I think we should table it, until it is time to make it happen. But I understand where Councilman Clay is coming from.

Councilman Allen said it will be 2022 when the legislators look at it.

Mayor Motley Broom said by the first meeting in December, right Mr. Denmark?

City Attorney Winston Denmark said yes, ma'am.

Councilman Clay said so, let's say I have a $2 million house. And let's say I have a $10 million portfolio. And I am making maybe $500,000.00 a year on my $10 million portfolio. But it's not a retirement fund or a railroad retirement, it's not Social Security. None of that. That does not get counted in this definition of adjusted gross income. So, we could be giving this tax exemption, and, in fact, if we do a good job of opening our public meeting, which we are now, I would think we could have a lot of millionaires who might want to come to College Park. Because on top of that, they could buy a really big house and get free property taxes on it and not have to worry about it one bit. And that's a problem.

Councilman Clay said now that same problem, since we copied the words directly from Fulton County, exists with Fulton County. Now, somewhere in there in the Fulton County Legislation, and that was what was enacted by the State Legislature as part of the local legislation, somewhere in that somebody gets appointed, the Council, the representative of the Council, whatever, or the Board, to make that decision.

Councilman Clay said now, maybe they are making the decision to save the same way we made it. If you are on Social Security or the equivalent, we are going to give a free tax exemption for the total value of your property. Maybe that's the way they are making the decision. Maybe they are not.

Councilman Clay said another problem I have in there is it says that the decision only gets made once, and then it renews automatically every year. Well, what if your financial situation changes? What if you win the lottery? What if you deliberately game the system, so that the year that you make the request you have a very low income.

Councilman Clay said so, now then next year you get back to normal, and you have a really great income, but you don't have to put in a new request each year. But there is a provision in there, and the provision says that like a good scout, if your financial condition changes, you will report to the county, or in our case the City, that your financial condition changed. And, so, hey, you know, its scout's honor that you will report that. I will submit that even if people are totally honest, and you're elderly, and your financial condition changes, and you are a perfectly honest person, go to church every Sunday, and just want to do the right thing, you are probably going to forget that

oh, yes, 5 years ago I got this exemption, and I should go back and tell them that I shouldn't get it anymore.

Councilman Clay said and one other issue with this is that you don't have to submit your Federal Tax Return. The State wants to see my Federal Tax Return. I do my own taxes, so I have to attach my own Federal Tax Return to my State Tax Return, so they know that everything is on the up and up and I haven't made any mistakes. If I did, I'm going to get in trouble with the Feds before I get in trouble with them. But you do not have to submit that here. And not only do you not have to submit it, but you can give your delegee the responsibility for certifying that your income isn't more than the allowed amount. No proof required, just a certified statement, as I read it.

Councilman Clay said so, I've got a whole bunch of problems with this. And personally, I think we should figure out what we really want to do. As Mayor was possibly suggesting, maybe we want to make it twice the amount of what you would get from Social Security. And in that case, we can leave some of that wording the same. But I have a real problem with other income sources not being included.

Councilman Clay said the only thing is that the adjusted gross income is your overage. It doesn't include your proceeds from stock sales or anything like that. So, it is a real bonus if you can work it right. It's a real bonus for people that are very well to do, which are not the people that we are trying to help. And that pretty much sums it up guys.

Councilman Clay said I think we need to write our own ordinance. I think we need to take the loopholes out. I think we ought to work closely with our State Legislators to make sure that what actually gets enacted into law is what we want. Because I can't believe that when Fulton County put this together, that that was their intent. I can't speak to that. I have no right to speak to that. But it just doesn't make sense. So, that's it.

Mayor Motley Broom said I paid $381.60 in City taxes last year. I recognize that there are homes in this city that are certainly fancier than mine. I don't foresee people coming here, even if you have a house that is 3 or 4 times that, to come and try to do an end around for $1,000.00 or $1,500.00. I just don't see that moving to College Park is worth it, if that is your only goal. There are lots of great reasons to move to College Park. But I don't know that the concerns of what might happen in this, especially if we track with Fulton County, are ones that would necessarily prompt us to go in a completely different direction. That's just my opinion.

Councilman Allen asked, who is going to be checking this from our City? Who is going to be looking to make sure that everything is correct on the paperwork? Who is going to be doing that?

Mayor Motley Broom said that would be the responsibility of Mr. Latona, would it not?

Interim City Manager Mercedes Miller said it would be.

Mayor Motley Broom said if we are going to have people to do more, we need to make sure that we have people in place to take care of that.

Councilman Allen asked, what if they don't file taxes? What if they haven't made any money in the past year? They have been out of work. How do you handle that? There are a lot of questions that I think we need to push this back and take another look later on. I don't know how we do that.

Councilman Taylor said I think that is what we need to do is look more into it. We are not in a rush to get it done. We have a little time to think about it. Do we have any numbers of how many people right now that do the Homestead Exemption in College Park right now?

Mayor Motley Broom asked, you mean that are eligible for the Fulton County Tax Exemption?

Councilman Taylor said yes.

Property Tax Accountant Philip Latona said on the Fulton County side of College Park, we have 1,113 property owners that are receiving the College Park Homestead Exemption. It's about ¼ of the total tax parcel quantity on College Park. There are about 4,055 properties. We have 1,113 residents that get Homestead Exemption. That is based off of the 2020 Tax Digest.

Councilman Clay said as a result of that Homestead Tax Exemption, they get a reduction in their taxes. But if they are in a very inexpensive home, I think this Homestead Exemption was like $40,000.00.

Property Tax Accountant Philip Latona said you're correct.

Councilman Clay said so that was the exemption of the assessed valuation of the home. What would that number be, do you think, if instead of getting a reduction of $40,000.00 in the assessed value of their home, they got the total assessed value of their home off? If they are very close to it, the numbers are very much the same. If their house is worth $50,000.00, and they are already getting an exemption for $40,000.00, they are only paying on $10,000.00. But if they have a $200,000.00 house, and they get an exemption of $40,000.00, they are getting an exemption on $200,000.00, instead of an exemption of $40,000.00. And that makes a big difference in the amount of tax that they pay.

Property Tax Accountant Philip Latona said that is correct. The $40,000.00 of assessed value credit currently has a dollar value of $504.76. The total amount of Homestead credit for the 2020 tax year was $575,000.00 that we updated through the Homestead Exemption credits. But as you alluded to, the credit of $40,000.00 pretty much encompasses everyone. There are 2 other categories; disabled veterans and surviving spouses of emergency workers killed in action. These get a 100 threshold. I would not be able to give you a calculation, until I had concrete numbers to look at.

Councilman Gay asked, do you think it would exceed $100,000.00?

Property Tax Accountant Philip Latona said when we first did the analysis, we were trying to mirror the Fulton County system. I think we were looking at over 65 and over 70 categories. I don't want to commit because with property values going up, it would be hard to guesstimate whether it would be under $100,000.00 based on property values because it is set by the County Assessors Office. I have not gotten those numbers yet for 2021. It all depends on the system levels, which we don't control.

Councilman Clay asked, how many people were getting this?

Property Tax Accountant Philip Latona said a little over 1,100 people.

Councilman Clay said let's just say that each of those houses averaged out to $100,000.00 a piece.

Property Tax Accountant Philip Latona said 40 percent of $100,000.00 is $40,000.00.

Councilman Clay said if you have 1,100 and each one is worth $100,000.00, aren't we talking about $1.1 million?

Property Tax Accountant Philip Latona said yes.

Councilman Clay said and an assessed valuation of 40 percent would be a little over $400,000.00.

Property Tax Accountant Philip Latona said uh-huh.

Councilman Clay said so, if my estimate is right on the average of the houses, we are talking about $400,000.00. If my average is low, house prices have gone up astronomically. If they were $200,000.00, now we are talking close to $800,000.00. And if you follow the Fulton County procedure, you're entitled to making twice the amount. So, that may increase the number of people that are eligible for this.

Councilman Gay asked, can I get a word in?

Mayor Motley Broom said go ahead Councilman Gay.

Councilman Gay said I can't really comment on the all the dialogue that Councilman Clay is saying. But what I will tell you is there was a lady who owed approximately $387,000.00 in Ward 4. And she caught cancer, and she missed her payment. And her payment was so that a City Hall investor bought it, and he added $120,000.00 to her $300.00 debt. She probably would be eligible for the exemption perhaps. But I am saying that the human side of the story was simply, because I don't get paid to think and talk like he is thinking, but the human side of this is not a large amount of money. The majority of them are seniors. They are black homeowners, and they pay a considerable

amount of tax to our great City. I gave it my best shot. And you can do whatever you want to do with it from this point forward. I have done my job. The rest is on you guys.

Mayor Motley Broom asked, is there an opportunity for Councilman Gay and Councilman Clay to put your heads together to figure out how we get to something that the Council can fully support?

Councilman Clay said if you do it on the basis of - -

Mayor Motley Broom said it is a yes or no question.

Councilman Clay said we can try. It is more than the amount of the money that I'm coming from. It's making bad legislation. This legislation is incorrect. It has lots of problems with it.

Mayor Motley Broom asked, can we get the 3 of you together to hammer this out and bring it back to Council?

Councilman Gay said I will try.

Councilman Allen asked, can I make a suggestion? If Councilman Taylor and I have any questions, we need to bring that up to Councilmen Clay and Gay, so they can take those questions into account as well, and you as well, Mayor, when they are hammering it out and trying to do this. I think it is great.

Mayor Motley Broom said and Mr. Denmark, you're on board as well?

City Attorney Winston Denmark said yes, ma'am. I do as I am told.

Mayor Motley Broom asked, any other thoughts, questions, or comments on this issue?

There were no further questions or comments made.

Mayor Motley Broom said we need a motion to go back into executive session.

ACTION: Councilman Clay moved to adjourn Workshop Session to take up Executive Session to discuss personnel and cyber security, seconded by Councilman Allen and motion carried. (All Voted Yes).

Mayor Motley Broom declared the Workshop Session adjourned at 6:43 p.m.

CITY OF COLLEGE PARK

_____

Bianca Motley Broom. Mayor

ATTEST:

_____

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9127

DATE: September 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Christa Gilbert, Director of Human Resources & Risk Management

RE: Introduction of New Employees

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

ATTACHMENTS:

- 2021 New Hires - August (PPTX)

Review:

- Christa Gilbert Completed 09/23/2021 3:23 PM
- Sonya Harold Completed 09/27/2021 11:33 AM
- Mercedes Miller Completed 09/24/2021 8:46 AM
- Mayor & City Council Pending 10/04/2021 7:30 PM

2021 NEW HIRES
CITY OF COLLEGE PARK, OFFICE OF HUMAN RESOURCES

AUGUST
2021

Lisa Swann
Executive Asst. to Mayor
& Council

Randy Hunter
Building & Grounds and Parks
Superintendent

Ashlee Houston
Asst. Recreation Leader

Sonya Harold
Executive Asst. to City Manager

Timothea Morris
Cashier

Alex Scitti
Golf Course Manager

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9125

DATE: September 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller - Interim City Manager

FROM: Lisa Swann, Executive Assistant

RE: Proclamation - Recognizing October as National Arts & Humanities Month

---

Proclamations, Plaques and Announcements

Council Meeting Date: October 4, 2021

Presented by: Presented by Mayor and the City Council

Summary: Presentation of a proclamation to Recognize the month of October as National Arts and Humanities month for the City of College Park

Supporting Documents: See attached Proclamation

ATTACHMENTS:

- Nat'l Arts and Humanities Month - Final Draft (PDF)

Review:

- Lisa Swann Completed 09/22/2021 4:01 PM
- Sonya Harold Completed 09/27/2021 11:32 AM
- Renee Coakley Completed 09/27/2021 11:37 AM
- Mercedes Miller Completed 09/28/2021 4:43 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

City of College Park
Proclamation

WHEREAS: The impact of COVID19 on the Arts and Cultural Sector of the United States proved to be devastating. The $919.7 billion dollar industry supports 5.2 million jobs and boast a $33 billion-dollar international trade surplus; and

WHEREAS: By March 2020, most cultural institutions across the world were indefinitely closed or at least their services radically curtailed with in-person exhibitions, events and performances being cancelled; and

WHEREAS: After more than a year enduring the pandemic, the arts and cultural industries remain amongst the hardest hit. Nowhere has the effect been more direct, deep and immediate than on the performing arts; and

WHEREAS: The Arts and Humanities play a unique role in the lives of every American, helping diverse communities across the United States explore their history and culture. It embodies much of the accumulated wisdom, intellect, and imagination; and

WHEREAS: As this industry continues its road to recovery by facilitating their journey through the creation of new guidelines, funding, grants, sharing of stories and insights, we believe in the importance of participation.

NOW, THEREFORE, BE IT PROCLAIMED THAT THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA, DO HEREBY RECOGNIZE

OCTOBER AS
NATIONAL ARTS AND HUMANITIES MONTH

PROCLAIMED THIS 4th DAY OF OCTOBER 2021.

CITY OF COLLEGE PARK

ATTEST:

_____
Shavala Moore, City Clerk

_____
Bianca Motley Broom, Mayor

_____
Ambrose Clay, Councilman

_____
Derrick Taylor, Councilman

_____
Ken Allen, Councilman

_____
Roderick Gay, Councilman

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9103

DATE: September 28, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Public Power and Green Power Week 2021

PROCLAMATION

Public Power and Green Power Week

WHEREAS: College Park Power provides our homes, businesses, and local government agencies with reliable, clean, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS: College Park Power has power resources that are 92% emissions free and has taken on additional stewardship for our community's well-being through a Green Power initiative, the first and largest municipal program of its kind in the state of Georgia, begun in 2004; and

WHEREAS: College Park Power's Green Power program encourages cleaner energy solutions through voluntary consumer contributions so we can provide a healthier environment while still powering homes and businesses throughout College Park.

NOW, THEREFORE BE IT RESOLVED that College Park Power will continue to work to bring lower-cost, safe, reliable and clean electricity to community homes and businesses just as it has since its creation shortly after the incorporation of the city in 1896 to serve all the citizens of College Park; and

BE IT FURTHER RESOLVED that the week of October 3rd through October 9th be designated the 35th annual Public Power Week and 18th annual Green Power Week in order to honor College Park Power for its contributions to the community and to make its consumer-

owners, policy makers, and employees more aware of its contributions to their well-being.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of College Park do hereby proclaim that the week of October 3 - 9, 2021 be designated as

PUBLIC POWER AND GREEN POWER WEEK

PROCLAIMED THIS 4th DAY OF OCTOBER 2021.

CITY OF COLLEGE PARK

ATTEST: _____
Bianca Motley Broom, Mayor

_____ _____
Shavala Moore, City Clerk Ambrose Clay, Councilman

_____
Derrick Taylor, Councilman

_____
Ken Allen, Councilman

_____
Roderick D. Gay, Councilman

Review:

- Hugh Richardson Completed 09/28/2021 12:06 PM
- Sonya Harold Completed 09/28/2021 12:10 PM
- Mercedes Miller Completed 09/28/2021 4:42 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9128

DATE: September 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: 2021 National Fire Prevention Week Proclamation

PROCLAMATION

National Fire Prevention Week

WHEREAS: Fire Prevention Week will be observed throughout the United States; Sunday, October 3rd through Saturday, October 9th, 2021.

WHEREAS: the theme for this year's National Fire Prevention Week is **"Learn the Sounds of Fire Safety."** This year's theme grew out of the increased attention received of alarm notifications being heard in the background of people's homes during remote learning and work. Recognizing the different sounds alarms make, and the action needed based on that sound, is critical to preventing injury and death from fire. This year's theme also pays particular attention to smoke and carbon monoxide (CO) alarms and alert devices that meet the needs of people who are deaf or hard of hearing. These includes strobe lights, low frequency alarms, and bed/pillow shakers which activate at the sound of the alarm.

WHEREAS: The College Park Fire - Rescue Department is dedicated to Saving Lives and protecting all who live and visit the Great City of College Park! This week we

will be providing Fire Prevention Education Classes, Installing Smoke Alarms, Car Safety Seats and Reinforcing Fire Safety Principals throughout the city.

WHEREAS: taking simple safety precautions, such as encouraging every home to look for and correct potential fire hazards; have working smoke alarms; and have and practice an escape plan in case of fire. Our goal is to encourage safety and prevent fire deaths; and

WHEREAS: the Mayor and Council of the City of College Park are in strong support of the efforts of the College Park Fire Rescue Department; and

WHEREAS: the Mayor and Council calls upon each resident and visitor of the City of College Park to observe Fire Prevention Week with appropriate programs and activities and renew efforts to prevent fire and their tragic consequences for human health and safety.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of College Park, Georgia that the week of October 3rd through October 9th, 2021, is hereby Proclaimed:

FIRE PREVENTION WEEK

FURTHER, the Mayor and City Council of the City of College Park do hereby commend the College Park Fire Department for its outstanding efforts and service in the protection of the residents of the City of College Park and particularly for its efforts during Fire Prevention Week.

PROCLAIMED THIS 4th DAY OF OCTOBER, 2021.

_____
Bianca Motley- Broom, Mayor

ATTEST:

_____
Shavala Moore, City Clerk

_____
Ambrose Clay, Councilman

_____
Derrick Taylor, Councilman

_____
Ken Allen, Councilman

_____

Roderick Gay, Councilman

ATTACHMENTS:

- Fire Prevention Week 2021 proclamation (DOCX)

Review:

- Wade Elmore Completed 09/24/2021 1:07 PM
- Sonya Harold Completed 09/24/2021 1:55 PM
- Shavala Moore Pending
- Sonya Harold Completed 09/27/2021 11:35 AM
- Mercedes Miller Completed 09/29/2021 1:02 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

City of College Park
Proclamation

WHEREAS: Fire Prevention Week will be observed throughout the United States; Sunday, October 3rd through Saturday, October 9th, 2021.

WHEREAS: the theme for this year's National Fire Prevention Week is **"Learn the Sounds of Fire Safety."** This year's theme grew out of the increased attention received of alarm notifications being heard in the background of people's homes during remote learning and work. Recognizing the different sounds alarms make, and the action needed based on that sound, is critical to preventing injury and death from fire. This year's theme also pays particular attention to smoke and carbon monoxide (CO) alarms and alert devices that meet the needs of people who are deaf or hard of hearing. These includes strobe lights, low frequency alarms, and bed/pillow shakers which activate at the sound of the alarm.

WHEREAS: The College Park Fire - Rescue Department is dedicated to Saving Lives and protecting all who live and visit the Great City of College Park! This week we will be providing Fire Prevention Education Classes, Installing Smoke Alarms, Car Safety Seats and Reinforcing Fire Safety Principals throughout the city.

WHEREAS: taking simple safety precautions, such as encouraging every home to look for and correct potential fire hazards; have working smoke alarms; and have and practice an escape plan in case of fire. Our goal is to encourage safety and prevent fire deaths; and

WHEREAS: the Mayor and Council of the City of College Park are in strong support of the efforts of the College Park Fire Rescue Department; and

WHEREAS: the Mayor and Council calls upon each resident and visitor of the City of College Park to observe Fire Prevention Week with appropriate programs and activities and renew efforts to prevent fire and their tragic consequences for human health and safety.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of College Park, Georgia that the week of October 3rd through October 9th, 2021, is hereby Proclaimed:

FIRE PREVENTION WEEK

FURTHER, the Mayor and City Council of the City of College Park do hereby commend the College Park Fire Department for its outstanding efforts and service in the protection of the Residents of the City of College Park and particularly for its efforts during Fire Prevention Week.

PROCLAIMED THIS 4th DAY OF OCTOBER 2021.

_____
Bianca Motley-Broom, Mayor

ATTEST:

_____
Ambrose Clay, Councilman

_____
Shavala Moore, City Clerk

_____
Derrick Taylor, Councilman

_____
Ken Allen, Councilman

_____
Roderick Gay

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9156

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Ward 4 BIDA Appointment

The College Park Business and Industrial Development Authority has a vacancy on their board of Directors for the Ward 4 seat. Councilman Roderick Gay has forwarded to my attention the name of Mrs. Selissa Jefferson as his recommendation to fill the vacant Ward 4 seat. It appears that Mrs. Jefferson is a resident of is 2614 Skyline Drive which makes her a resident of Ward 4. Please find as a part of the transmittal a brief bio on Mrs. Jefferson. Ms. Jefferson will be available via Zoom for the regular city council meeting on October 4th to address any questions that the City Council has.

ATTACHMENTS:

- Selissa Jefferson. [51868] (PDF)

Review:

• Artie Jones	Completed	09/29/2021 9:35 AM
• Sonya Harold	Completed	09/29/2021 10:07 AM
• Sonya Harold	Completed	09/29/2021 10:07 AM
• Mercedes Miller	Completed	09/29/2021 10:10 AM
• Mayor & City Council	Pending	10/04/2021 7:30 PM

***Selissa Jefferson**, a business strategist with over 25 years' experience in Finance, Accounting, and Real Estate venture capital management. Originally from North New Jersey and a proud HBCU alumni graduate of Tuskegee University in 1994 with a degree in Finance and Accounting. Upon graduating, I returned home and began my career as a capital budget analyst for Gucci America Inc. Here, I gained tenacity for my first passion, the fashion industry, by solely executing and managing a $800 million capital expenditure budget. I had the amazing opportunity to work along-side Tom Ford designing the interior aesthetic for over 65 domestic and international flagship stores, in which, increased the profit valuation and led the corporation to go public on NYSE and sold for $1.5 billion in 1995. On the hills of my success in the fashion industry led me to conquer my second passion, the music industry, by becoming a finance manager for Sony-BMG Music Entertaiment. Working in the heart of Times Square New York, NY for ten years and managing $1.1 billion financial portfolio distribution of publishing, copyright, royalty, music, video and touring production for all joint venture subsidiaries and music artists from New York, Atlanta to California. Learning to navigate the constant hurdles of change in the entertainment industry taught me the key to success is yielding to compassion in all endeavors. To refresh from the hustle and bustle of NYC and the West Coast, I semi-retired, became a nomad, acquired real estate investments, and traveled the world. Upon returning home, it was time to give back to the community which raised me, so I created a grassroots non-profit youth program to mentor and motivate our youth to focus on career attainment goals, self-esteem elevation, master effective time management and provided scholarship grants to vocational and college recipients. During my tenure in the entertainment industry, I utilized a small investment in the City of College Park which functioned as a hub because I needed a close access point to travel quickly from coast to coast in which unbeknown to me would eventually become one of my homes to settle down and marry the love of my life. Today I continue a successful career in finance and my business in real estate capital investment. My mantra is we are all blessed to be a blessing to others, so I continue to be loyal, giving, and compassionate in my life's journey by supporting and promoting community unification and development.*

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9150

DATE: September 29, 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 - Central Station

On December October 24, 2020 and October 27, 2020, College Park Investigators entered the place of business located at 4855 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 August 25, 2021 for the purpose of allowing Central Station, 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 October 4, 2021 for Mayor and Council's ratification or rejection.

Your direction please.

ATTACHMENTS:

- Central Station - City Managers Recommendation Notice_09232021 (PDF)
- Central Station Alcohol COPY - mailout-hand delivered08052021 (PDF)
- Central Station Alcohol COPY - mailout-hand delivered07202021 (PDF)
- CS Citations (PDF)

Review:

- Shavala Moore Completed 09/28/2021 8:11 AM
- Sonya Harold Completed 09/29/2021 12:19 PM
- Police Pending
- City Attorney's Office Pending
- Mercedes Miller Completed 09/29/2021 1:03 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

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

September 23, 2021

Delivered Via:
Certified Mail
Hand Delivered

Mr. Lakisha Wilcox
Central Station
4855 Old National Highway
College Park, GA 30337

RE: Alcoholic Beverage Violation – Recommended Fine & Suspension

Dear Ms. Wilcox:

Per Section 3-46 of the City of College Park's Code of Ordinances - Suspension or revocation of license:

"A license may be suspended or revoked by the city for any violation of this chapter; for any violation of state laws and regulations relating to alcoholic beverages; for any material misrepresentation or omission in the application for the license; or if the licensee or the licensed business ceases to meet the eligibility requirements for licensure".

The City Manager met with your business regarding alcohol violations at 4855 Old National Hwy, College Park, Georgia on July 30, 2021. The recommendations for those violations are as follows:

- $5000 Civil Penalty
- 90-day suspension of your City of College Park Alcohol License

The City of College Park Mayor and Council will meet in Regular Session on Monday, October 4, 2021 to either ratify or reject the above recommendations.

Sincerely,

Shavala Moore
City Clerk

cc: Mercedes Miller, Interim City Manager
Tom Kuniacki, Interim Police Chief
Nathan Ward, Major
Winston Denmark, City Attorney

CITY OF COLLEGE PARK

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

August 5, 2021

Ms. Lakisha Wilcox
Central Station
4855 Old National Highway
College Park, GA 30337

Hand Delivered
Certified U.S. Mail
E-Mail

RE: Rescheduling of Administrative Hearing

Dear Ms. Wilcox:

This memorandum is to notify you that the administrative hearing that was scheduled for July 30, 2021 at 2:00 pm has been continued to **August 26, 2021 at 2:00 pm** with Interim City Manager Mercedes Miller 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 regarding alcohol violations; 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 attend the scheduled hearing, please advise my office by **August 12, 2021** and we will proceed with scheduling our witnesses to be present for the hearing. Please call (404) 669-3754.

Sincerely,

Shavala Moore

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ms. Lakisha Wilcox
Central Station
4855 Old National Highway
College Park, GA 30337

9590 9402 1954 6123 2317 62

7010 2780 0002 2128 4981

PS Form 3811, July 2015 PSN 7530-02-000-9053

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Certified Fee	3.60
Return Receipt Fee (Endorsement Required)	2.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 6.96

Postmark Here

Sent To
Ms. Lakisha Wilcox
Central Station
Street, Apt. No.; or PO Box No. 4855 Old National Highway
City, State, ZIP+4 College Park, GA 30337
PS Form 3800, A

7010 2780 0002 2128 4981

☐ Insured Mail
Restricted Delivery
Restricted Delivery
Domestic Return Rece

CITY OF COLLEGE PARK

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

July 20, 2021

Ms. Lakisha Wilcox
Central Station
4855 Old National Highway
College Park, GA 30337

Hand Delivered
Certified U.S. Mail

RE: Rescheduling of Administrative Hearing

Dear Ms. Wilcox:

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 2:00 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. **2010719** Ticket No: **64794**

Arrest No. DL#: **GA 047446017**

SSN:

64794
LEVONDER DEWITT MOORE
2433 DEER SPRING S CT
ELLENWOOD, GA 30294

Sex: **MALE** DOB:

Race: **BLACK** Age: **51**

VEHICLE INFORMATION TAG #: STATE: YEAR:

DESCRIPTION:

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: **10/27/2020**
Officer: **DIANNA ALOURDAS** Badge No: **0819**
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 PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**150.40**
PLUS ASSESSMENTS OF $:	**59.60**
FOR A TOTAL OF $:	**210.00**
- PAYMENTS $:	**210.00**
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.

DOCKET: 64794

SIGNED 07/02/2021

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. **1913985** Ticket No: **805023**

Arrest No. DL#: **GA 047446017**

SSN:

805023
LEVONDER DEWITT MOORE
2433 DEER SPRINGS CT
ELLENWOOD, GA 30294

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

VEHICLE INFORMATION TAG #: STATE: YEAR:
DESCRIPTION:

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: **10/19/2019**
Officer: Badge No:
Complainant: **********
Date of Judgment: **02/17/2020** Judgment of Court: **Nolo Contendere**
Judge: **MONICA EWING**
Represented by (if any):
Appointed (if any):
Remarks:

PROBATION: END DATE: WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED: ☐
FINE PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**93.40**
PLUS ASSESSMENTS OF $:	**51.60**
FOR A TOTAL OF $:	**145.00**
- PAYMENTS $:	**145.00**
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 07/02/2021
Court Clerk / Deputy Court Clerk

DOCKET: 805023

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. **2010610** Ticket No: **70772A**

Arrest No. DL#: **GA 047446017**

SSN:

70772A
LEVONDER DEWITT MOORE
4855 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **ANTHONY PANIAGUA** Badge No: **2313**
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 PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**150.40**
PLUS ASSESSMENTS OF $:	**59.60**
FOR A TOTAL OF $:	**210.00**
- PAYMENTS $:	**210.00**
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

Court Clerk / Deputy Court Clerk

DOCKET: 70772A

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. **2010610** Ticket No: **73186**

Arrest No. DL#: **GA 047446017**

SSN:

73186
LEVONDER DEWITT MOORE
4855 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **ANTHONY PANIAGUA** Badge No: **2313**
Complainant:
Date of Judgment: **03/17/2021** Judgment of Court: **Bond Forfeiture**
Judge: **MONICA EWING**
Represented by (if any):
Appointed (if any):
Remarks:

PROBATION: END DATE: WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED: ☐
FINE PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**150.40**
PLUS ASSESSMENTS OF $:	**59.60**
FOR A TOTAL OF $:	**210.00**
- PAYMENTS $:	**210.00**
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

Court Clerk / Deputy Court Clerk

DOCKET: 73186

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. **2010719** Ticket No: **64796**

Arrest No. DL#: **GA 047446017**

SSN:

64796
LEVONDER DEWITT MOORE
2433 DEER SPRING S CT
ELLENWOOD, GA 30294

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **10/27/2020**
Officer: **DIANNA ALOURDAS** Badge No: **0819**
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 PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**150.40**
PLUS ASSESSMENTS OF $:	**59.60**
FOR A TOTAL OF $:	**210.00**
- PAYMENTS $:	**210.00**
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 07/02/2021
Court Clerk / Deputy Court Clerk

DOCKET: 64796

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. **2010610** Ticket No: **70773A**

Arrest No. DL#: **GA 047446017**

SSN:

70773A
LEVONDER DEWITT MOORE
4855 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **10/24/2020**
Officer: **DONTERRIUS DORSEY** Badge No: **2826**
Complainant:
Date of Judgment: **03/17/2021** Judgment of Court: **Guilty**
Judge: **MONICA EWING**
Represented by (if any):
Appointed (if any):

Remarks:
PAYING 2835.00 TOTAL

PROBATION: END DATE: WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED: ☐
FINE PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**515.65**
PLUS ASSESSMENTS OF $:	**149.35**
FOR A TOTAL OF $:	**665.00**
- PAYMENTS $:	**665.00**
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

Court Clerk / Deputy Court Clerk

DOCKET: 70773A

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. **2010610** Ticket No: **72730**

Arrest No. DL#: **GA 047446017**

SSN:

72730
LEVONDEL D MOORE
4855 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

Sex: **MALE** DOB:

Race: Age: **51**

VEHICLE INFORMATION

TAG #: STATE: YEAR:

DESCRIPTION:

VIOLATION INFORMATION

Initial Charge: **MAINTAINING A DIVE**

Statute:

Convicted Charge: **MAINTAINING A DIVE**

Statute:

BAC %: Speed: Zone:

Date of Violation: **01/26/2021**

Officer: **ANTHONY PANIAGUA** Badge No: **2313**

Complainant:

Date of Judgment: **04/21/2021** Judgment of Court: **Nolle Prosequi**

Judge: **MONICA EWING**

Represented by (if any):

Appointed (if any):

Remarks:

PROBATION: END DATE: WITH:

DEFENDANT WAS FINED:

BAIL FORFEITED: ☐
FINE PAID: ☐
APPEALED: ☐

FINE AMOUNT $: **0.00**

PLUS ASSESSMENTS OF $: **0.00**

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.

DOCKET: 72730

SIGNED 04/30/2021

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. **2010610** Ticket No: **73185**

Arrest No. DL#: **GA 047446017**

SSN:

73185
LEVONDER DEWITT MOORE
4855 OLD NATIONAL HWY
COLLEGE PARK, GA 30349

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **10/24/2020**
Officer: **ANTHONY PANIAGUA** Badge No: **2313**
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 PAID: ☐
APPEALED: ☐

FINE AMOUNT $:	**515.65**
PLUS ASSESSMENTS OF $:	**149.35**
FOR A TOTAL OF $:	**665.00**
- PAYMENTS $:	**665.00**
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

Court Clerk / Deputy Court Clerk

DOCKET: 73185

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. **2010719** Ticket No: **64795**

Arrest No. DL#: **GA 047446017**

SSN:

64795
LEVONDER DEWITT MOORE
2433 DEER SPRING S CT
ELLENWOOD, GA 30294

Sex: **MALE** DOB:
Race: **BLACK** Age: **51**

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: **10/27/2020**
Officer: **DIANNA ALOURDAS** Badge No: **0819**
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:

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.

DOCKET: 64795

SIGNED 07/02/2021
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: 9141

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Special Event - Wine Stroll

PURPOSE: To receive approval from Mayor and Council to allow CPMSA to host a Wine Stroll event on October 4-7, 2021.

The Corner Grille will be the licensed alcohol vendor.

RECOMMENDATION: Approval.

BACKGROUND: This is a one time event.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: $50.00

CITY COUNCIL HEARING DATE: October 4, 2021.

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

STAFF: N/A

ATTACHMENTS:

- Wine Stroll - CPMSA - Alcohol Special Event Application (PDF)

Review:

- Shavala Moore Completed 09/27/2021 10:08 AM
- Sonya Harold Completed 09/27/2021 12:02 PM
- Mercedes Miller Completed 09/28/2021 4:53 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

City Clerk's Office
3667 Main Street
College Park, GA 30337
O: (404) 669-3754 F: (404)669-3799
smoore@collegeparkga.com

Off Premises/Special Events Permit Application

Required Documents:

(1) Approval from College Park

(2) Electronic application submittal to The Georgia Tax Center 10 days prior to start date of event www.dor.georgia.gov/special-event

Please complete below forms and return to the City Clerk's Office. The application will be considered at the first available City Council meeting. The Mayor and City Council meets the first and third Monday of every month at 7:30p.m. unless otherwise noted.

Applicant must request Special Event Permit 10 days prior to the start date of event. The City Clerk's Office will accept request with an earlier event start date but can make no guarantees that the Special Event Permit will be issued in time for the event.

Applicant and holder of the College Park Alcohol license are required to comply with all on-premise consumption regulations as set out in Chapter 3, Article 1 of the City of College Park, Code of Ordinances. Applicant and holder of the College Park Alcohol license must be in good standing with the City of College Park and all debts due and owing to the City must be paid prior to the issuance of any Special Events Permit. Both must be in compliance with all rules and regulations of the City of College Park, Code of Ordinances.

Section 1.

TO BE COMPLETED BY APPLICANT/EVENT ORGANIZER

Name of Applicant: CPMSA

Address: 3724 Main St

~~Home Telephone~~ # 404 305 2053 Work# —

Cell # 678 739 9099 Best Contact to use:

E-mail address rcoakley@collegeparkga.com

Name of Location where event will be held: Main St. Business District

Type of Event: Community event / Wine Stroll

Address where event will be held: Main Street Business District

Section 2.
TO BE COMPLETED BY BUSINESS WITH COLLEGE PARK ALCOHOL LICENSE

Name of Business holding College Park Alcohol License: The Corner Grille

Address: 3823 Main Street

Contact Name: Annette Nabaa Phone # 404-749-0333

Please check the type of On-Premise Permit you are applying for:

Beer/Wine ☑
Beer/Wine/Liquor ☐

When will Special Event be held: Date: Oct 21, 2021

Time: Starting 4pm Ending 7pm

State License Number? 00606240 Is State License in good standing? Yes ☑ No ☐

I, Annette Nabaa, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of College Park Off-Premise/Special Event Permit for alcoholic beverages are true and correct and no false or fraudulent statements or answers are made herein to procure the granting of such permit. I understand that the issuance of a special events permit is a privilege. I understand that the City of College Park reserves the right to enforce any and all ordinances and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I have reviewed the Alcohol Beverage Ordinance for the City of College Park. I can read the English language and I freely and voluntarily have completed this statement.

Applicant's Signature

Annette Nabaa
Print Name

09/17/2021
Date

I hereby certify that _____ signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered by me, has sworn that said statements and answers are true and correct.

This _____ day of _____, 20___.

Notary Public Signature

Rev 4/28/19

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9146

DATE: September 29, 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 - Updated

PURPOSE: Discussion of advertisement dates for FY 2021-2022 Advertisement and Press Release.

REASON: The millage rate and advertisement dates were previously approved by Council. However, staff is requesting that Council approve the updated dates for advertisement.

The previous dates were September 20 (first public hearing), October 4th (second public hearing), and October 18th (final public hearing). The new dates are October 4 (first public hearing), October 18 (second public hearing), and final public hearing on November 1st.

The October 4th public hearing was initially advertised as the second public hearing but is actually the first, therefore we meet the Georgia Code requirement for proper public hearing notice.

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 November 1st, 2021 at 7:30pm at the College Park City Hall Council Chambers The public hearing dates are October 4th, October 18th and November 1st 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: October 4th, 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:

- REVISED NOTICE OF PUBLIC HEARINGS (PDF)
- REVISED NOTICE OF PROPERTY TAX INCREASE 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 09/27/2021 11:36 AM
- Sonya Harold Completed 09/27/2021 2:42 PM
- Mercedes Miller Completed 09/28/2021 4:47 PM
- Mayor & City Council Pending 10/04/2021 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 remotely via video conferencing (Zoom Platform) on the following dates and times: Instructions on how to participate will be available on the College Park website at www.collegeparkga.com.

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

Monday, October 18, 2021 at 6:00p.m.

Monday, November 1, 2021 at 7:30p.m.

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 remotely via video conferencing (the Zoom Platform) on **October 4, 2021 at 6:00 pm.** Instructions on how to participate will be available on the College Park website at **www.collegeparkga.com**

Times and places of additional public hearings on this tax increase will remain as virtual meetings via video conferencing (Zoom Platform) on **October 18th , 2021 at 6:00 pm and November 1, 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.**

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9153

DATE: September 29, 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: Georgia Public Safety Officials and First Responders Supplement through OPB.

On September 27, 2021, Governor Kemp announced a supplement for Georgia Public Safety Officials and First Responders.

The Law Enforcement and First Responder Supplement program establishes a grant program to provide a $1,000 one-time pay supplement for full-time public safety officers and first responders, including law enforcement officers, emergency medical technicians, and firefighters. Public safety entities will apply on behalf of qualifying employees between October 1 and December 31.

The Office of Planning and Budget (OPB) is responsible for administering the Law Enforcement and First Responder Supplement. This program was established in recognition of the sacrifice and dedication those individuals have shown in serving Georgians and their communities during the COVID-19 Pandemic. Eligible individuals are comprised of full-time Georgia public safety officers and first responders, including law enforcement officers, 911/communications officers, emergency medical technicians, and firefighters. The program will also provide a $300 stipend for volunteer firefighters.

The State of Georgia will be utilizing funds made available by the American Rescue Plan Act to create this opportunity. Eligible categories of law enforcement officials and first responders include, but are not limited to, the following groups:

State, Local, or Education Entity Sworn Law Enforcement
Criminal Investigators and Detectives
Probation and Parole Officers
Career Firefighters
Emergency Medical Technicians and Paramedics

Sheriffs and Deputies
Correctional and Jail Officers
Bailiffs
Fish and Game Wardens
911 Communications Officers or Dispatchers

Local governments and private ambulance service providers will apply on behalf of qualifying employees between October 1 and December 31.

ATTACHMENTS:

- Gov. Kemp Announces Bonus for Georgia Public Safety Officials and First Responders _ Governor Brian P. Kemp Office of the Governor(PDF)

Review:

- Althea Philord-Bradley Completed 09/28/2021 1:19 PM
- Sonya Harold Completed 09/28/2021 2:35 PM
- Sonya Harold Completed 09/28/2021 2:35 PM
- Mercedes Miller Completed 09/28/2021 4:46 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

Gov. Kemp Announces Bonus for Georgia Public Safety Officials and First Responders

SEPTEMBER 27, 2021

Atlanta, GA – Governor Brian P. Kemp today announced a $1,000 pay supplement for all eligible sworn law enforcement officials and first responders in Georgia. Local governments and employers of public safety officials and first responders are encouraged to visit the Office of Planning and Budget's **grant funding opportunities website (https://opb.georgia.gov/law-enforcement-and-first-responders-supplement)** for more information on how to apply, receive, and distribute these funds. Applications will be accepted from October 1, 2021 through December 31, 2021.

"Our law enforcement officials and first responders answered the call of duty and bravely served on the front line of our fight against COVID-19, despite the unprecedented challenges thrown their way," **said Governor Brian Kemp.** "Working with Speaker Ralston and the General Assembly, today, we are taking yet another step in supporting our men and women in uniform and first responders by providing this well-deserved bonus. Like they do every day, these heroic Georgians ran toward the COVID-19 crisis and put their lives on the line to protect others. My family and the state of Georgia deeply appreciate all they do. Thank you!"

"Georgia is a state that supports our law enforcement officers and first responders, and this $1,000 bonus is one way of showing our appreciation for their continued heroism through the darkest days of the COVID-19 pandemic," **said Speaker David Ralston.** "Working with Governor Kemp and my colleagues in the General Assembly, we have made backing those who wear the badge and work on the frontlines a priority. Their selfless service keeps Georgia a great place to live, to work, and to raise a family, and for those efforts we are truly grateful."

The State of Georgia will be utilizing funds made available by the American Rescue Plan Act to create this opportunity. Eligible categories of law enforcement officials and first responders include, but are not limited to, the following groups:

State, Local, or Education Entity Sworn Law Enforcement

Criminal Investigators and Detectives

Probation and Parole Officers

Career Firefighters

Emergency Medical Technicians and Paramedics

Sheriffs and Deputies

Correctional and Jail Officers

Bailiffs

Fish and Game Wardens

911 Communications Officers or Dispatchers

Contact Press Secretary

Katie Byrd
katie.byrd@georgia.gov (mailto:katie.byrd@georgia.gov)

Contact Deputy Press Secretary

Emily Flower
emily.flower@georgia.gov (mailto:emily.flower@georgia.gov)

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9148

DATE: September 29, 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 September 14, 2021, the City has collected 98% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: October 4th, 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 09232021 (PDF)

Review:

- Althea Philord-Bradley Completed 09/28/2021 2:01 PM
- Sonya Harold Completed 09/28/2021 2:35 PM
- Mercedes Miller Completed 09/28/2021 4:47 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of September 23, 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
Y	Hydro Generation Inc	2561 West Point Ave	f/k/a Atlantis Hydroponics Pensacola LLC	$ 4,593.42	Fulton - Personal	8/19/21 Idenified Owner and new mailing addresses. Sending out statements and calling place of business. Working account.	2019-2020
Y	Uncle Maddios Pizza	Hartsfield ConcT		$ 3,353.78	Clayton - Personal	8/19/21 Calling District Mgr, Emailing & Mailing Statements. Concessionnaire Joint Venture operation. There was an April 2019 Chp 11 filing - we were not listed as a creditor	2019-2020
	Walker James H	2071 Rugby Ave		$ 2,439.50	Fulton - Real	Balance from Appeal settlement. Due date was Sept. 14th. I will contact property owner.	2020
Y	Olalude Victor	2465 Roosevelt Ave		$ 1,204.56	Fulton - Real	Researching Ownership that Purchased Tax Deed at County Level - they have priority and we had to pull from our sale based on non notification - July execution	2020
Y	Cozumel The Mexican Cantina	5098 Old National Hwy		$ 1,013.40	Fulton - Personal	8/26/21 Calling place of business- getting payment status	2020
Y	Coca Cola Company			$ 861.56	Fulton - Personal	9/13/21 I have updated mailing remittance address - re-sending statement	2020
Y	Primeflight Aviation Services	1626 Virginia Ave		$ 791.50	Fulton - Personal	9/23/21 Researching claim business moved out prior to start of tax year	2020
Y	Village of College Park LP	4060 Herschel Rd		$ 771.15	Fulton - Personal	9/15/21 Property Tax Consultants no longer represent this client - researching for new contact telephone number	2020
				$ 199,231.29			

Represents Lien filed against account.

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	$ 25,124.48	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		9,237.60	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			12,042.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		11,280.89	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,424.26	Fulton - Real	Parcel Mapping discrepancy	1992-2014

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9147

DATE: September 29, 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: October 4, 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:

- RC Aging 092621 Redacted (DOCX)
- RF Aging 092621 Redacted (DOCX)
- CC Aging 092621 (DOCX)
- Top Ten 09-27-21 - Redacted (XLSX)
- CF Aging 092621 Redacted (DOCX)

Review:

- Althea Philord-Bradley Completed 09/29/2021 11:56 AM
- Sonya Harold Completed 09/29/2021 12:34 PM
- Mercedes Miller Completed 09/29/2021 1:03 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

City of College Park — A / R A G I N G — 09/26/2021 21:46:52 — 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:	**8**										
				294.88	168.85	137.88	516.84	1118.45	06/28/2021	105.00	T
1 Subtotals for Cycle 008				**294.88**	**168.85**	**137.88**	**516.84**	**1118.45**			
Cycle:	**15**										
				276.86	92.78	141.94	735.06	1246.64	09/18/2021	226.64	T
1 Subtotals for Cycle 015				**276.86**	**92.78**	**141.94**	**735.06**	**1246.64**			
2 Grand Totals				**571.74**	**261.63**	**279.82**	**1251.90**	**2365.09**			

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 — 09/26/2021 21:40:04 — 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											
				290.30	141.83	119.32	573.09	1124.54	02/04/2021	241.09	T
				1683.01	702.72	424.34	0.00	2810.07	07/19/2021	629.49	O
2 Subtotals for Cycle 001				**1973.31**	**844.55**	**543.66**	**573.09**	**3934.61**			
Cycle: 8											
				1706.78	2485.76	185.91	0.00	4378.45	09/20/2021	500.00	
				205.61	150.40	482.91	735.27	1574.19	04/27/2021	300.00	T
				249.61	214.30	162.22	709.73	1335.86	07/16/2021	150.00	T
				309.32	208.54	242.72	546.40	1306.98	06/28/2021	305.00	T
				187.10	416.88	351.60	406.94	1362.52	04/26/2021	572.08	T
				399.61	497.53	412.87	138.66	1448.67	09/07/2021	250.00	T
				154.39	147.06	129.79	797.68	1228.92	08/02/2021	200.00	T
				65.91	74.81	102.56	1096.50	1339.78	09/02/2021	120.00	T
8 Subtotals for Cycle 008				**3278.33**	**4195.28**	**2070.58**	**4431.18**	**13975.37**			
Cycle: 15											
				729.14	244.81	189.84	1277.16	2440.95	04/26/2021	60.00	T
1 Subtotals for Cycle 015				**729.14**	**244.81**	**189.84**	**1277.16**	**2440.95**			
Cycle: 25											
				9432.20	4716.10	4716.10	0.00	18864.40	07/12/2021	4716.10	O
1 Subtotals for Cycle 025				**9432.20**	**4716.10**	**4716.10**	**0.00**	**18864.40**			
12 Grand Totals				**15412.98**	**10000.74**	**7520.18**	**6281.43**	**39215.33**			

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

SELECTION CRITERIA

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

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

City of College Park A / R A G I N G 09/26/2021 21:44:35 Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
0 Subtotals for Cycle 015				0.00	0.00	0.00	0.00	0.00		
0 Grand Totals				0.00	0.00	0.00	0.00	0.00		

SELECTION CRITERIA

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

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

City of College Park
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES
9/27/2021
Prepared By Kymberli Johnson

Business

Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			$726.02	$808.73	$2,258.31	$3,793.06	Yes	60 days	Account Active last payment 06-01-21 $1639.98.Reminder letter sent 09-17-21.
No	No	No			$0.00	$0.00	$3,339.76	$3,339.76	Yes	90 days	Active Storm Wtr account last payment 06-17-21 $1367.28.
No	No	No			$0.00	$0.00	$3,000.00	$3,000.00	Yes	90 days	Active Storm Wtr account a payment of $13353.77 is pending .
No	No	No			$0.00	$0.00	$2,255.18	$2,255.18	Yes	90 days	Active Storm Wtr account last payment 05-25-21 $5129.94.
No	No	No			$0.00	$0.00	$1,073.98	$1,073.98	Yes	60 days	Account is Active the customer made a payment of $4,619.08.

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	$0.00	$9,432.20	$9,432.20	Yes	60 days	Santiation Service has been suspended until payment is made. last pymt $4716.10 was made on 09-27-21.

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			$496.17	$3,816.10	$66.18	$4,378.45	Yes	90 days	Accuont is Active a reminder letter was sent on 09-17-21.Last pymt 09-20-21 $500.00.Customer has or had a water leak on the customer side. Customer has applied for the CDBG Grant .
No	No	No			$2,069.05	$0.00	$0.00	$2,069.05	Yes	90 days	Account is disconnected last payment was 04-26-21 $60.00. Reminder letter was sent on 09-10-21.
No	No	No			$906.10	$314.24	$353.85	$1,574.19	Yes	90 days	Electric Service is currently disconneted. Last payment was made on 04-27-21.
No	No	No			$1,228.92	$0.00	$0.00	$1,228.92	Yes	90 days	Account is Active customer has applied for the CDBG Grant awaiting approval.Reminder letter was sent on 09-17-21.
				TOTALS	$5,426.26	$4,939.07	$21,779.46	$32,144.79			

NUI	Signifies that Lien has not been filed due to legal statue (not property owner)
*	Represents Lien filed against account
N/A	Signifies account Lien has not been filed
yes	Signifies account received prior billing adjustment
N/A	Signifies account that has not received prior billing adjustment

City of College Park — A / R A G I N G — 09/26/2021 21:37:38 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Payment Date	Last Payment Amount	
Cycle:	**1**										
		0 Subtotals for Cycle 001		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**			
Cycle:	**8**										
				2161.50	1739.24	0.00	0.00	3900.74	08/19/2021		
				879.32	700.48	1231.87	981.39	3793.06	06/01/2021	1639.98	O
		3 Subtotals for Cycle 008		**3040.82**	**2439.72**	**1231.87**	**981.39**	**7693.80**			
Cycle:	15										
				1142.62	612.56	468.80	500.00	2723.98	05/25/2021	5129.94	O
				3840.20	2170.10	2170.10	9843.47	18023.87	09/07/2021	1670.10	O
				2038.18	1064.45	967.68	136.73	4207.04	06/17/2021	1367.28	O
		3 Subtotals for Cycle 015		**7021.00**	**3847.11**	**3606.58**	**10480.20**	**24954.89**			
Cycle:	**21**										
021	0001			68.00	34.00	34.00	980.10	1116.10	09/02/2021	50.00	O
		1 Subtotals for Cycle 021		**68.00**	**34.00**	**34.00**	**980.10**	**1116.10**			
		7 Grand Totals		**10129.82**		**4872.45**		**33764.79**			
					6320.83		**12441.69**				

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

SELECTION CRITERIA

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

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

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9149

DATE: September 29, 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 September 28, 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: *$465,185.52*

- **Overall (Phase 1 + Phase 2) Approved to-date:** 334
- **Overall Denied Applications to-date:** 296
- **Overall Number of Applications Received including Customer Service Referrals as of September 28, 2021:** **785**

II. Customer Service Referred Applicants

Since January 14, 2021, 113 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 113 participants assisted:

- 22 customers were existing applicants
- 6 were previous grant recipients, ineligible to re-apply
- 85 were new applicants
- 53 applicants have been approved to date; 14 could not meet eligibility requirements; 6 did not attend scheduled appointments to

complete an application and submit documents. 38 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 New Applications received:	362
Number of Phase I applications transferred to Phase II:	22
Total number =	**384**
Total Number of Phase II Approved:	**154**
Total Number of Phase II Denied:	**75**
Total Number of Phase II Pending Appt or Final Approval:	**155**

Expenditures:
Thus far, to date, the City has received two (2) CDBG-CV reimbursements totaling $308,558.03 which is **61%** of the $500,000 CDBG-CV contract which has an end date of December 31, 2021. With the current momentum of applicants pending appointments or approval as well as the consistent flow of incoming new applicants, the remaining award funds from both CDBG-CV contracts are on track to be exhausted by the end of October 2021.

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.

V. Ineligibility

The following are examples of customers who are **ineligible** to apply or re-apply:

- Previously awarded utility customers (applicants limited to a one-time award)
- Previous applicants denied because they did not meet the eligibility requirements
- City of College Park employees
- All Clayton County residents
- Customers who are not the accountholder
- Customers have an inactive/closed utility account with a past due balance
- Customers who no longer have residency within The City of College Park & Fulton County.
- Customers with no qualifying hardship caused directly by the COVID-19 Pandemic.
- Applicants who have received other utility assistance grants from other sources for same the period of time.

There is truly a need for utility assistance in Clayton County, however as you all are aware we have not received CARES funds from Clayton County and are still unable to assist their residents. Below are the common Clayton County addresses from which we mostly receive Inquiries to apply for Utility Assistance:

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

VI. SSI Applicants - COVID 19 HARDSHIP STATEMENTS

On May 5, 2021, we received confirmation, from Karen Parish-Fulton County legal counsel, permitting us to assist new applicants who receive SSI as their only source of income. Qualifying applicants may submit their current Social Security Award Letters as an income verification document. They must provide a valid COVID-19 Hardship Statement. Their COVID-19 Hardship Statement would not necessarily speak to job loss or reduced wages/hours but must explain other

hardships such as how the COVID-19 pandemic has caused them financial hardship. For example, one might explain how incurring additional expenses for services, supplies, deliveries, transportation, etc. not normally needed or used prior to the onset of the COVID-19 pandemic has caused a financial strain.

ATTACHMENTS:

- Grant Progress Memo September 28 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 09/28/2021 2:38 PM
- Sonya Harold Completed 09/28/2021 5:02 PM
- Mercedes Miller Completed 09/29/2021 1:03 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

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

September 28, 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 9/28/2021

As of September 28, 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:	*$465,185.52*

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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: 9113

DATE: September 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Request to Set a Public Hearing to Adopt the Comprehensive Plan

---

PURPOSE: Request to Set a Public Hearing to adopt the Comprehensive Plan update.

REASON: Request to Set a Public Hearing to adopt the Comprehensive Plan update.

RECOMMENDATION: The Comprehensive Plan was approved by the Georgia Department of Community Affairs (DCA) on September 8th, 2021 and by the Atlanta Regional Commission (ARC) on September 13th, 2021. The City Planner recommends adoption of the attached plan.

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.

Renewal of Qualified Local Government (QLG) status is contingent upon local adoption of the Plan Update. Once adopted, the City Planner will send ARC digital copies of the adoption resolution and the final, "as adopted" Update itself, to be forwarded to DCA. Upon receiving notice of local adoption, DCA will renew the City's QLG status for the City Of College Park.

The attached version of the Comprehesive Plan was transmitted by Council at the August 16th, 2021 meeting and approved by DCA and ARC.

CITY COUNCIL HEARING DATE: October 4th, 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:

- 2021.08.24.CollegeParkCompPlan (1) (PDF)

Review:

- Nikki Washington Completed 09/21/2021 10:03 AM
- Sonya Harold Completed 09/27/2021 11:31 AM
- City Attorney's Office Completed 09/28/2021 3:47 PM
- Mercedes Miller Completed 09/28/2021 4:48 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

CITY OF COLLEGE PARK
2021 COMPREHENSIVE PLAN

DRAFT

prepared by the ARC

ACKNOWLEDGEMENTS

Steering Committee

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

City of College Park Staff

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

Atlanta Regional Commission Staff

Anna Baggett, Project Manager
Mollie Bogle
Josh Phillipson

This document was prepared by the Atlanta Regional Commission.

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

ARC
Atlanta Regional Commission

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Appendix 70

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.

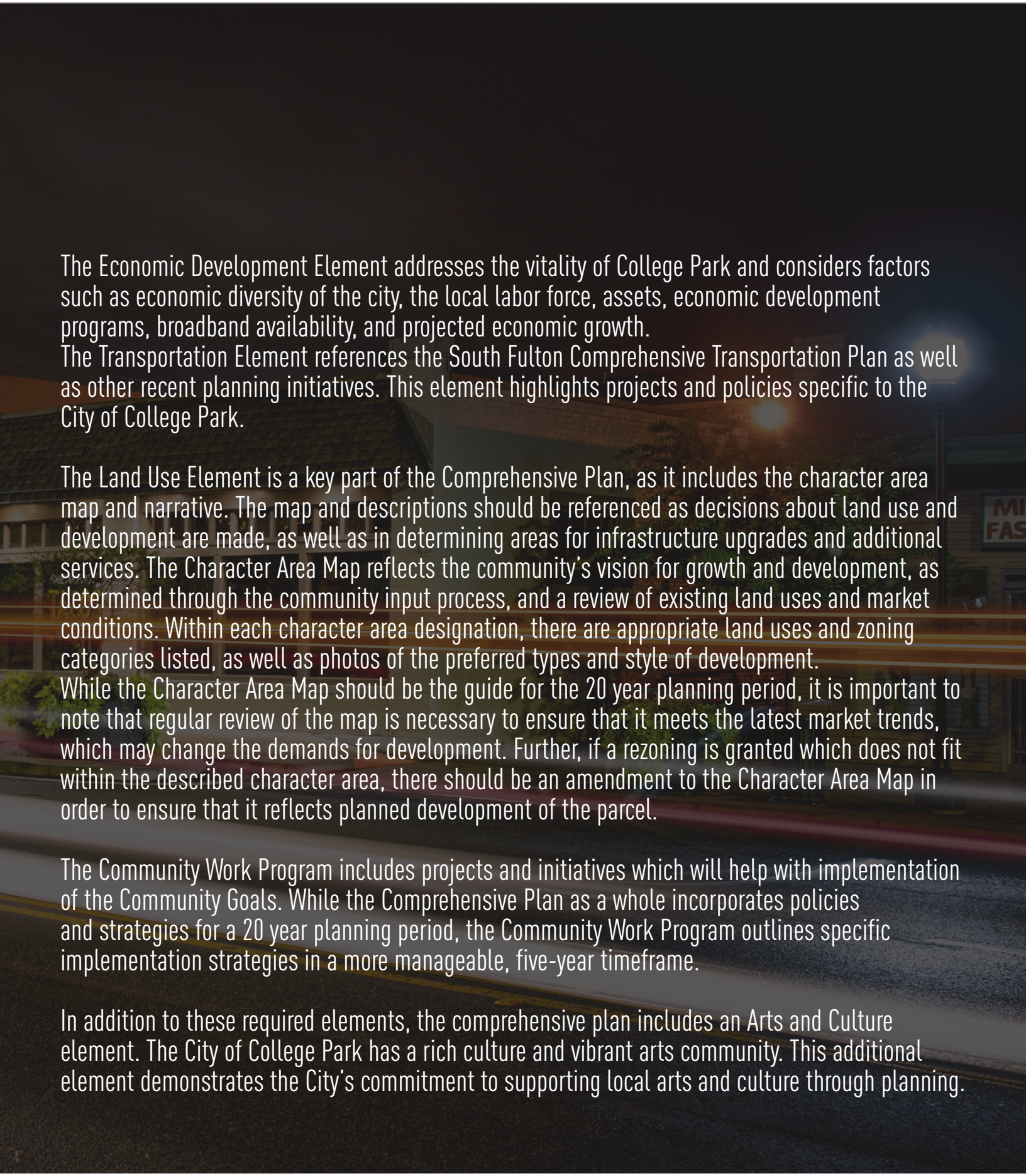
The Georgia Department of Community Affairs (DCA) has established standards and procedures for Local Comprehensive Planning to provide a framework for local governments to create a long-term plan addresses critical planning issues and opportunities. These standards and procedures reflect the state's 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 ENGAGEMENT TIMELINE

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 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.

Yoyo Ferro mural on Main Street

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

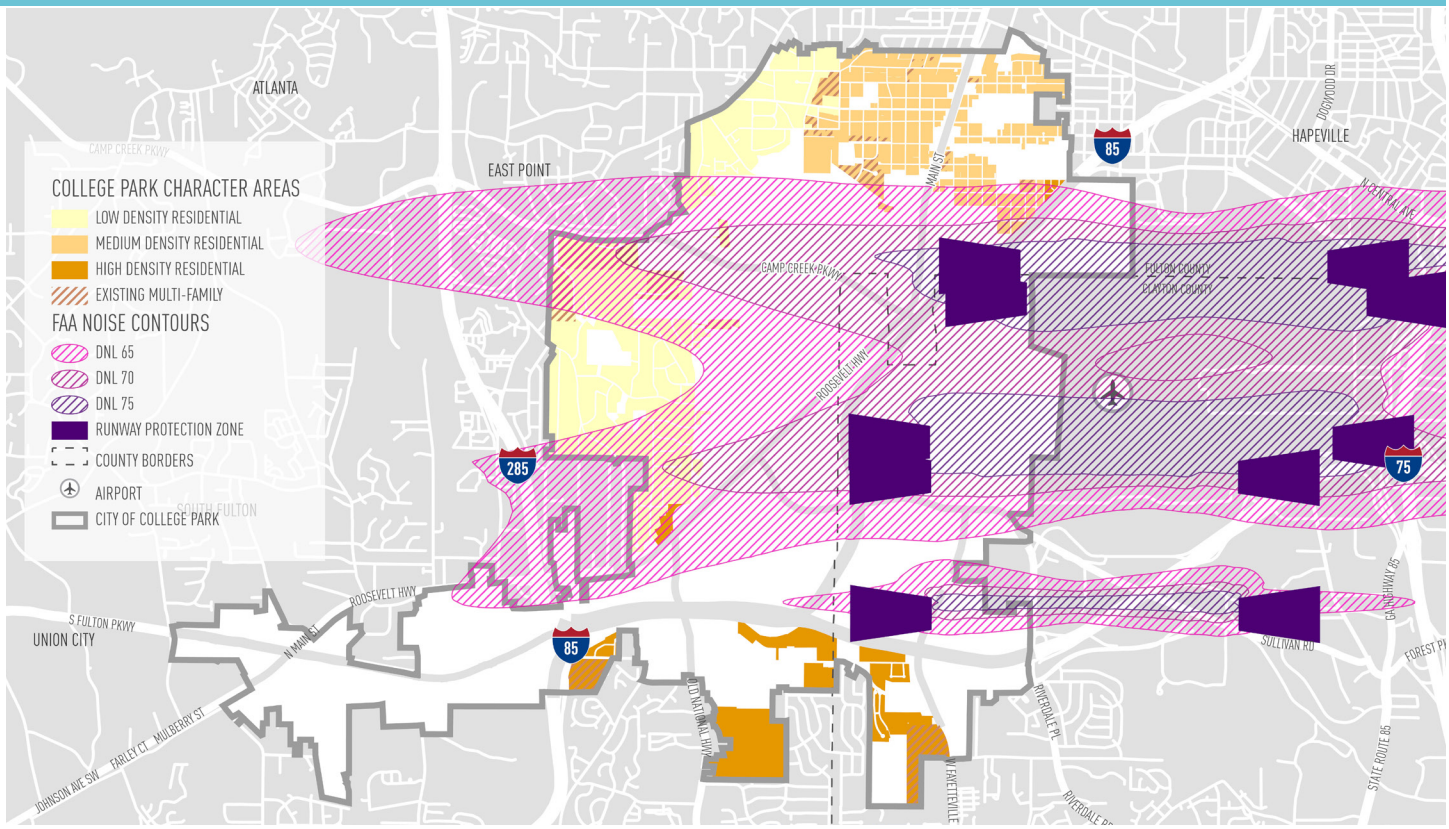
Certain populations continue to experience poverty while other parts of the city thrive. The community indicated that achieving equitable outcomes, particularly by economic means, remains a challenge.

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 Accomodation 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 siezed 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.

Main Street

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.

Woodward Academy

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

GICC

OPPORTUNITIES

Municipally Owned Golf Course

0.6. 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.

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.

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

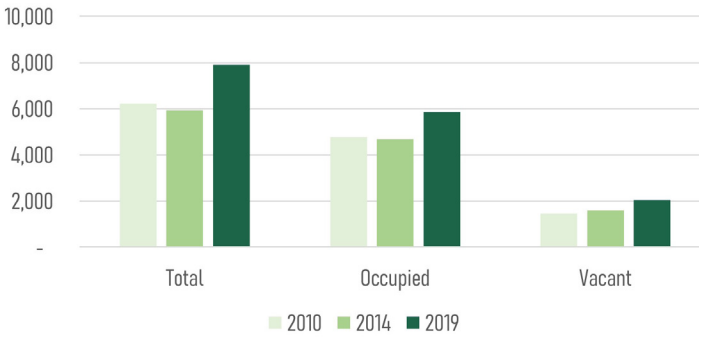
HOUSING

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.

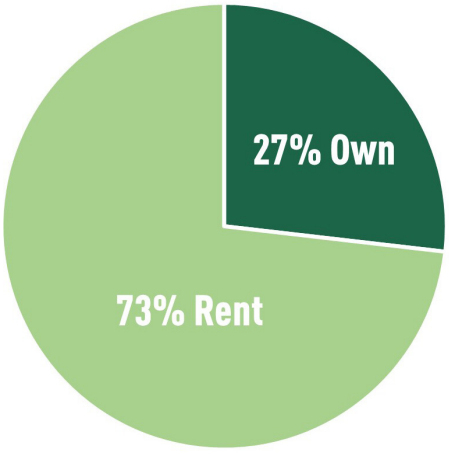
Figure 1. College Park Housing Units by Occupancy



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

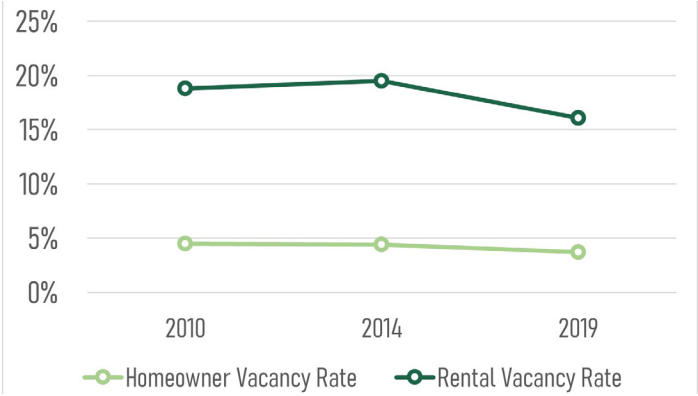
Between 2014 and 2019, the percentage of vacant units have slightly increased from 26% to 27% while home ownership increased from 25% to 27%. However, most College Park residents rent their homes in College Park. Specifically, 73% of residents rent while 27% own their homes.

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.

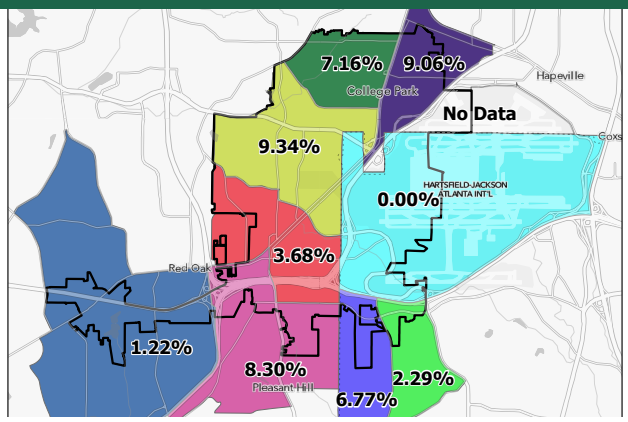
Figure 3. College Park Vacancy Rates



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.

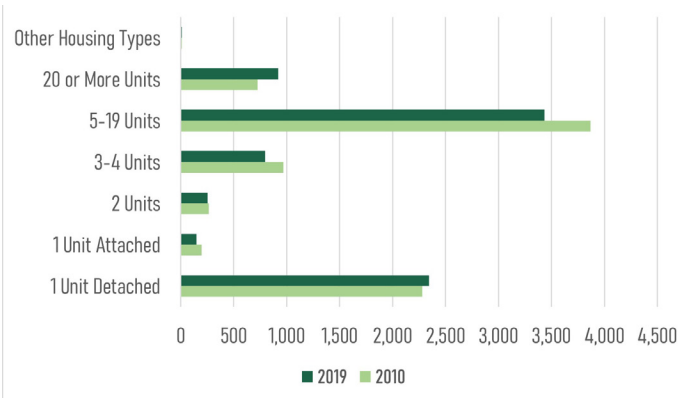
MAP 1. COLLEGE PARK LONG-TERM VACANCY



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



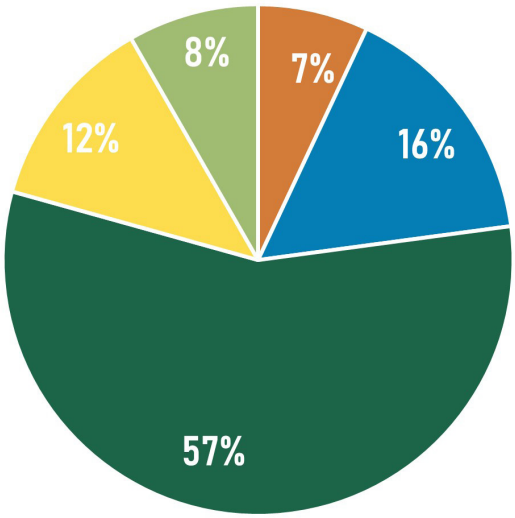
American Community Survey 5-Year Estimates 2010 & 2019

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.

The Links

Figure 5. College Park Housing Age, ACS 2019



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.

HOUSING VALUE & COST

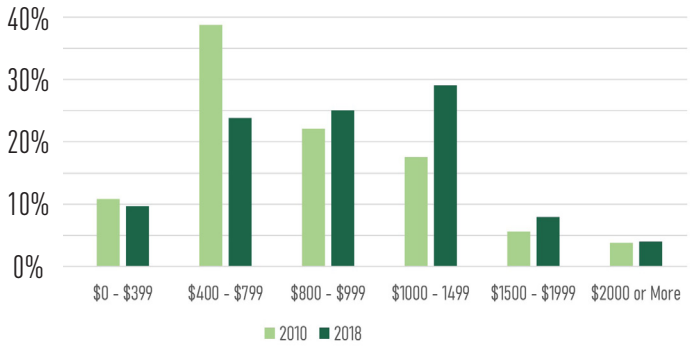
Overall, College Park's home values have increased. The median home value increased from $169,400 in 2014 to $183,700 in 2019. Per Figures 7 through 9, housing costs and cost burdens have also increased, corresponding with these property value increases. Monthly housing costs have increased since 2010,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

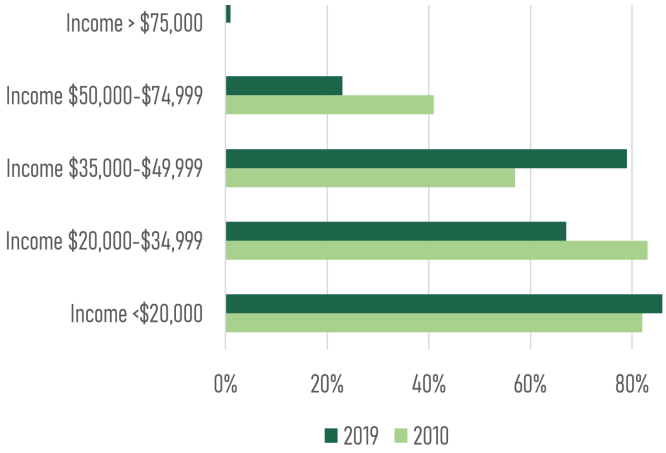
American Community Survey 5-Year Estimates 2010 & 2019

Figure 7. Monthly Housing Costs by Share of Residents



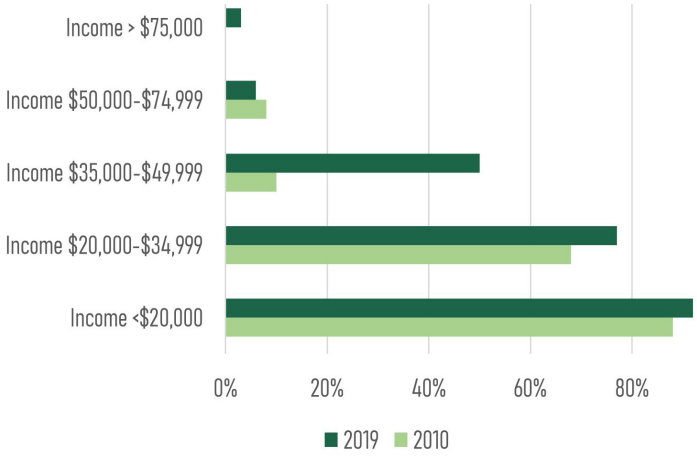
American Community Survey 5-Year Estimates 2010 & 2018

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.

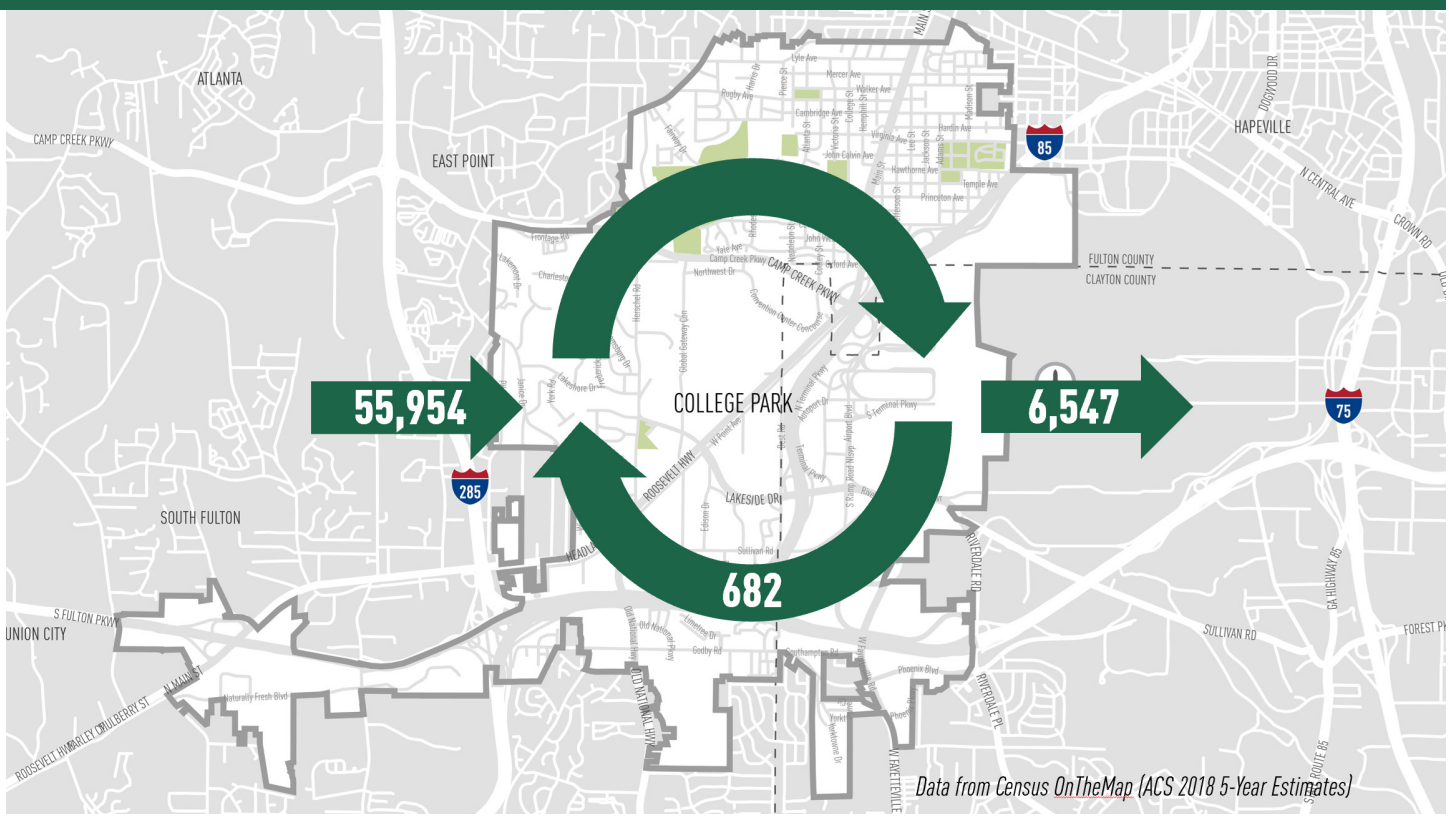
Per Map 2, a little less than 700 people both live and work within College Park. Most residents commute outside the City for work, and almost 56,000 workers commute into College Park.

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



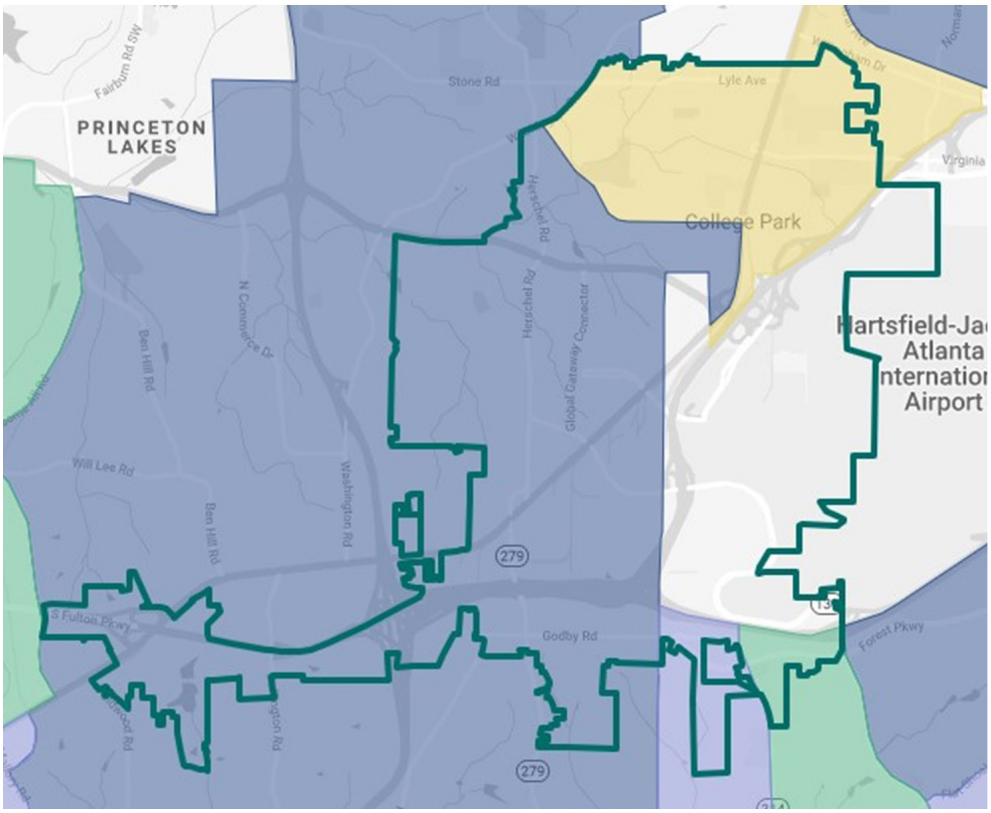
METRO ATLANTA HOUSING STRATEGY

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

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

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

LABOR FORCE

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

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

Figure 12. Labor Force Characteristics

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

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

Figure 13. College Park Industries

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

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

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

Figure 14. Educational Attainment

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

ECONOMIC ASSETS

Hartsfield-Jackson Atlanta International Airport (ATL)

Atlanta's airport is one of the busiest in the world in terms of operations, and is directly responsible for more than 63,000 jobs. ATL's total economic impact to metro Atlanta is $51.6 billion and $15.2 billion to Georgia annually. The number of jobs directly attributed to the airport is over 63,000—constituting all the jobs on airport property. However, the indirect and induced jobs attributed to ATL amount to just over 325,000. ATL is also "the world's busiest airport" in terms of passengers, with more than 275,000 passengers using the airport each day as of 2018 figures. Furthermore, global air travel is projected to triple by 2030. The 2015 Airport Master Plan provides a guide for facility development that will accommodate the future commercial aviation needs of the region throughout the next 20 years and should be consulted for any City-initiated planning and development processes that may affect ATL.

MARTA

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

College Park MARTA Station, Image Courtesy of MARTA

ECONOMIC ASSETS

ATL SKY Train

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

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

CSX Rail

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

Georgia International Convention Center (GICC)

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

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

Gateway Center Arena

Gateway Center Arena is a state-of-the-art 5,000-seat venue 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.

GICC

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.

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.

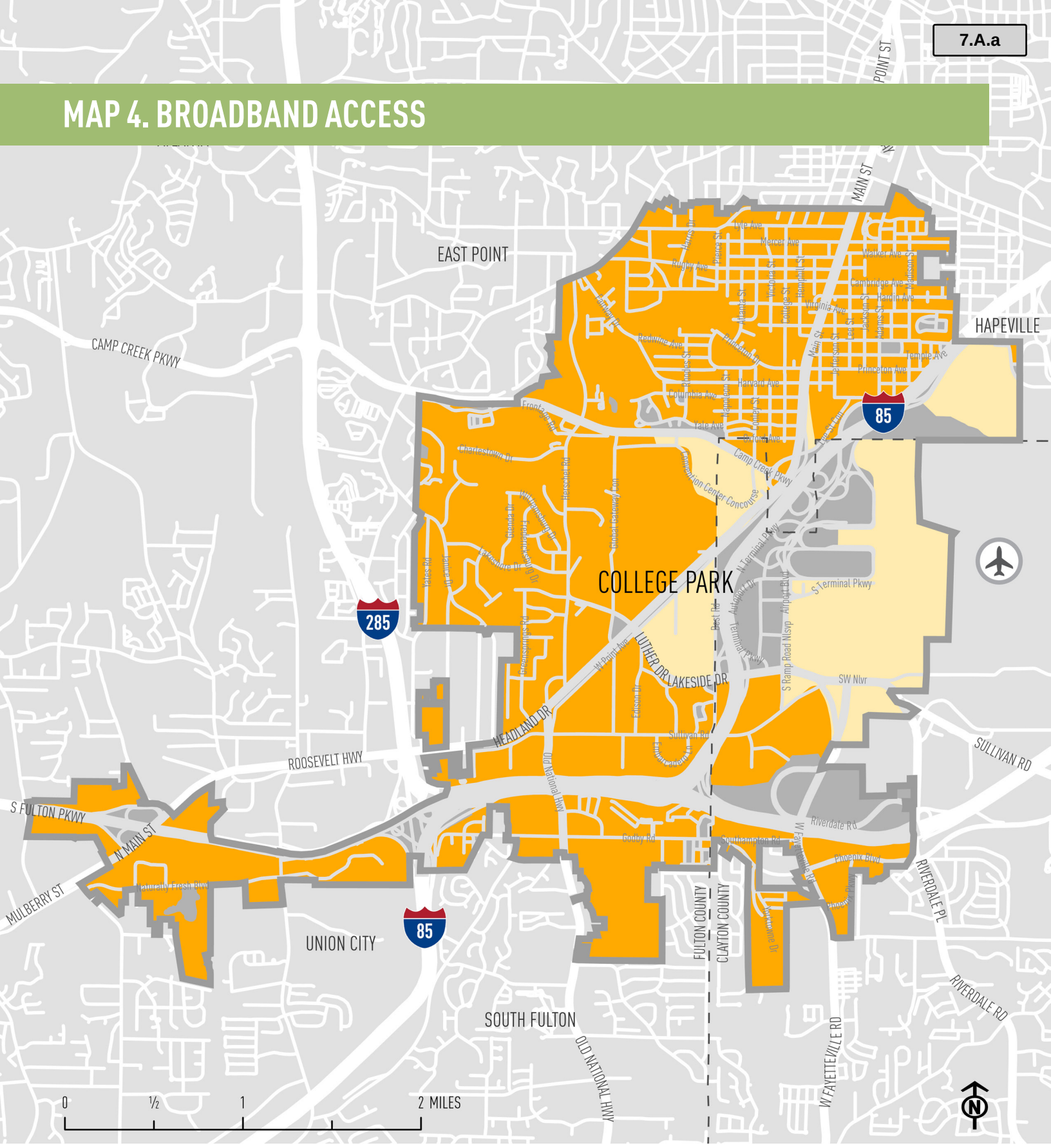
BROADBAND

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



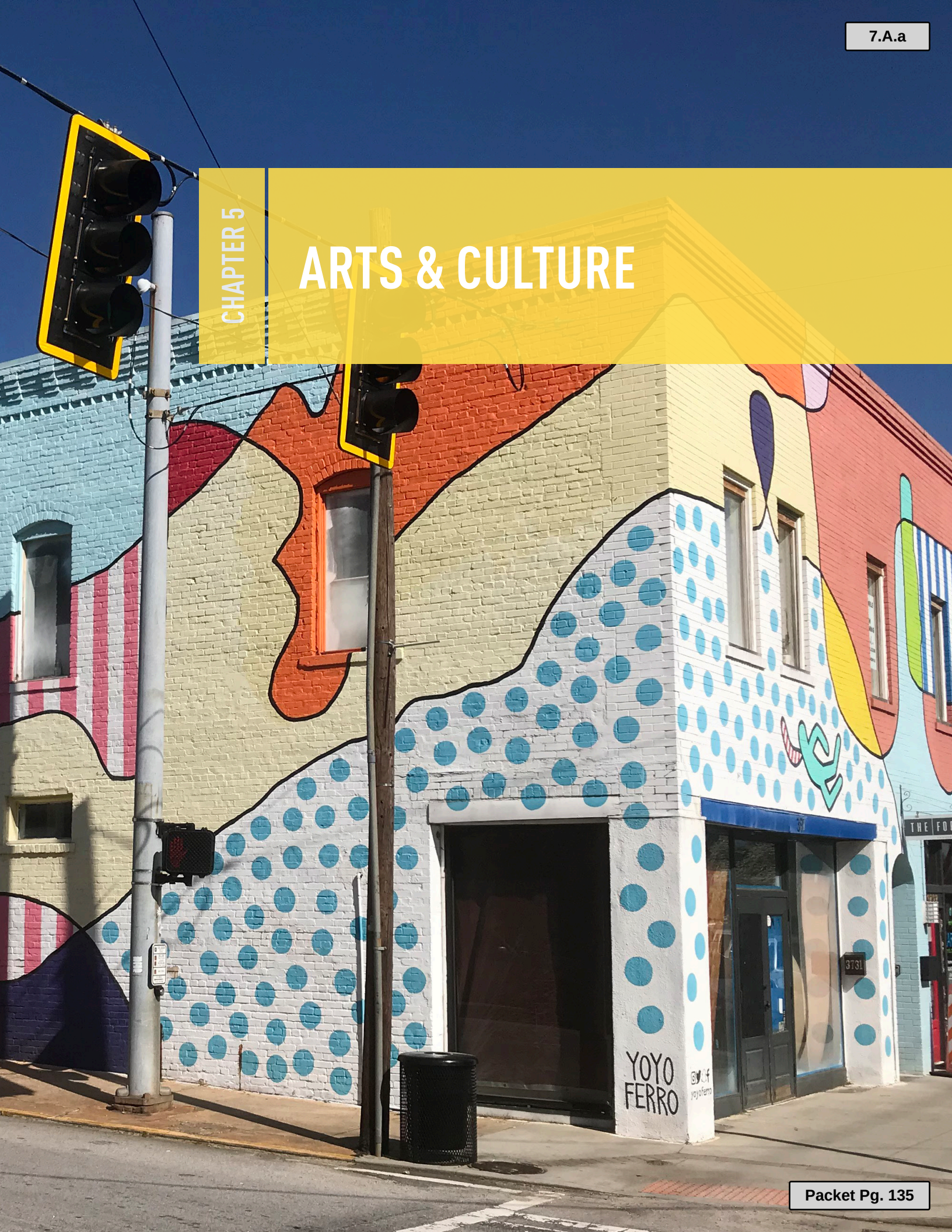
BROADBAND STATUS

- SERVED
- UNSERVED
- NO LOCATIONS

- COLLEGE PARK CITY LIMITS
- COUNTY BORDERS
- AIRPORT

CHAPTER 5

ARTS & CULTURE



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 Haberger relocated the operation to College Park from Decatur after rising costs prompted them to move. Further north on Main Street, artist Millie Gosch operates The City Muse, a gallery and studio space. Artist spaces are not limited to downtown. Leroy Campbell runs his own studio on Roosevelt Highway.

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

POTENTIAL ARTS INITIATIVES

- The City of College Park should create a listing of artists, creatives, and cultural organizations in College Park. This list should include both current residents and artists who found success beyond College Park but maintain a connection with the city.

- The City should build the existing arts council to include artists and leaders from throughout the city and charge them with updating the mission and purpose of the council. The council should place an emphasis on including creatives that have not been included or recognized previously and residents from areas beyond the historic district. The reformed council could:

    1. Inform arts community about opportunities in the city.
    2. Inform the city about the full scope of needs for artists and creatives rooted in College Park as well as the benefits of having working artists living in the community.
    3. Begin to develop shared vision for a future College Park arts plan that focuses on support for artists, creatives, and arts organizations.

- Communicate clearly about what is and is not allowed in producing art in the city and provide

CHAPTER 6

TRANSPORATION

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

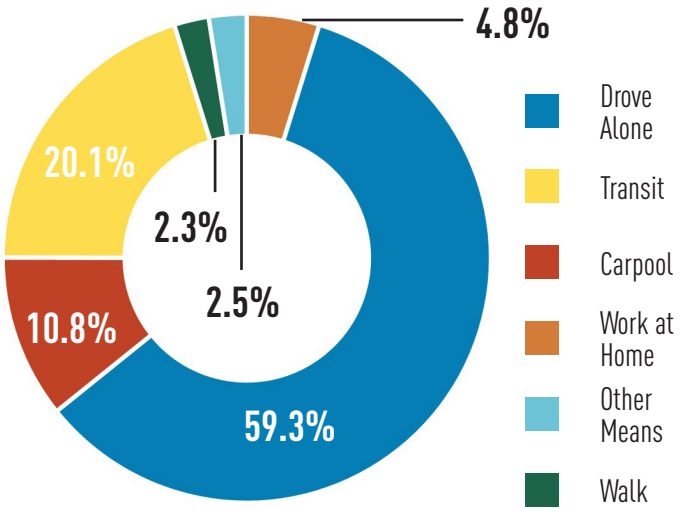
Pedestrian and Bicyclist safety scored poorly on the community survey. A number of respondents expressed a dire need for biking and walking trails, including sidewalks and bike lanes along major corridors. Specifically, both the survey and transportation focus group highlighted the need sidewalks along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

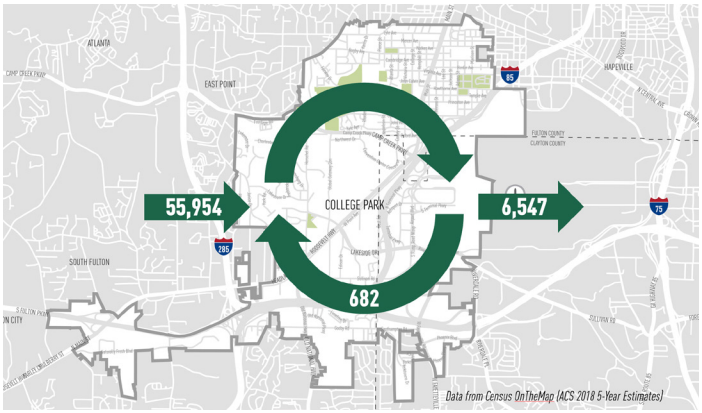
In 2019, the average commute for employed (16 and over) College Park residents was 32.4 minutes, increasing by 2.5 minutes since 2014. This illustrates that a large number of College Park residents work outside of the city. The image to the right illustrates that over 6,500 residents commute outside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

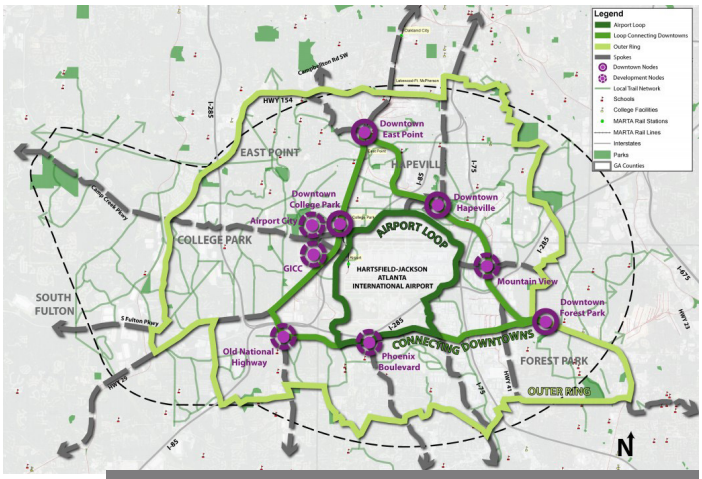
The South Fulton Comprehensive Transportation Plan (SFCTP) was completed in July of 2020. The City of College Park participated in this planning effort, which identified a number of projects and initiatives that would benefit the City of College Park and are incorporated into this Comprehensive Plan.

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.



AeroATL Greenway Proposed Trail System

Transportation Improvement Program (TIP)

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

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

AeroATL Greenway Plan

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

- Airport Loop
- Downtown Connections
- Outer Loop

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

TRANSPORTATION PLANNING

Freight Cluster Study

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

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

Six West

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

MARTA Studies

MARTA Enhancement Study

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

MARTA Clayton BRT

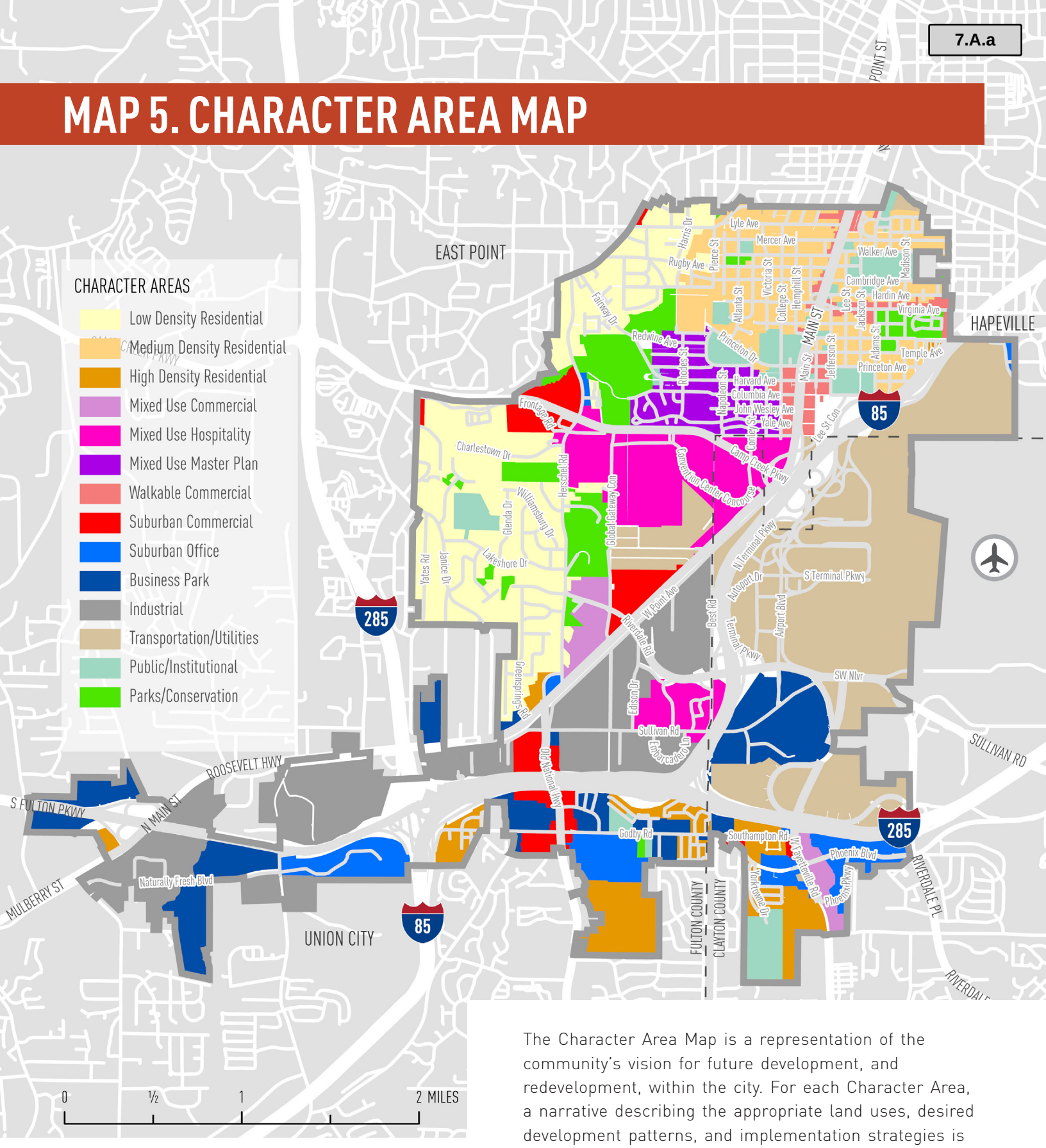
Long-term, MARTA plans to create a bus rapid transit route starting at the College Park MARTA station and extending west through Clayton County. The proposed route connects the City of College Park to Riverdale, Jonesboro, and Morrow using a dedicated lane. This project is still evolving, but Figure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

Clayton BRT Proposed Route

CHAPTER 7

LAND USE

MAP 5. CHARACTER AREA MAP



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.

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 predominanly 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

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	GeneralQuick Response Fund
T.3	Phoenix Trail Plan Tier 2: tie into Global Gateway; extenstion 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 Enhacements: 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-SPLOST
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 & Polices to reduce VAD citywide for future expansion	X					Economic Development, Legal	$5K	General Fund
ED.9	Advocate for expansion of Dodson Dr connection in East Point for Nonvehicular Connectivity from Herschel Rd to ATL Beltline	X	X	X	X		Economic Dev., Recreation	Staff time	General Fund
ED.10	Coordinate with Aerotropolis Alliance to install wayfinding signage and participate in BluePrint 2.0	X	X	X	X		Economic Development	$10K Annually, Staff Time	General Fund
ED.11	Develop a Community Benefits Study	X	X				Economic Development	$100K	ARC/General Fund
ED.12	Coordinate with Finding the Flint to create nature preserve at Flint River headwaters	X	X	X			Economic Development	$1.5MIL	General Fund/Grants/ East Point
ED.13	Enhance Main Street Corridor with the installation of parklets, bike lanes, and signage	X	X	X			Economic Development	$125K	General Funds/ Grants

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Atlanta Regional Commission

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9078

DATE: September 27, 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 3120 Godby Road

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PURPOSE: Public Hearing to consider the rezoning of 3120 Godby Road from R1 - Low Density Residential to RM - MultiFamily Residential Zoning District.

REASON: Public Hearing to consider the rezoning of 3120 Godby Road from R1 - Low Density Residential to RM - MultiFamily Residential 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 RM for the construction of cottage homes. The current plan shows 29 cottage homes with 3 different floor plans. These floor plans do not meet the minimum square footage for RM and will require a variance from the BZA. If the rezoning application is approved, then the variance will be heard at the October 11th meeting of the board. The homes are standalone and built on individual foundations. See the attached application and staff report for additional information.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: October 4, 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 R1 to RM and the construction of the proposed cottage homes.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Nikki Washington

ATTACHMENTS:

- 3120GodbyRoad_StaffReport_10.4.21 (PDF)
- Rezoning Application (1) (PDF)
- 21-127 GODBY_BOUNDARY_11X17 (PDF)
- 21-127 GODBY_BOUNDARY_17X22 (PDF)
- Godby_site plan_22x34 (1) (PDF)
- 712DC27C-26E0-4CF7-8C30-90F3ADF65582 (JPG)
- 8DE5889F-266F-4BF5-9ACC-ACB32E28FB30(JPG)
- A29F137E-1D51-4A60-B1B0-18212EA1FE02 (JPG)
- IMG_6682 (1) (JPG)
- Model 3 (PDF)
- Model 4-2 (PDF)
- Model 5 (Arch) (PDF)
- 2021.09.28 - COLLEGE PARK- 3120 Godby Rezoning Ordinance (1) (002) (DOCX)

Review:

- Nikki Washington Completed 09/21/2021 11:04 AM
- Sonya Harold Completed 09/27/2021 11:30 AM
- Fire Pending
- Power Completed 09/21/2021 1:39 PM
- Inspections Completed 09/24/2021 2:51 PM
- Engineering Completed 09/29/2021 2:08 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 09/29/2021 1:01 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

Council Ward: Ward 2
Council Member: Derrick Taylor
Planning Commissioner: Alfred Lewis
Planning Commission Meeting Date: August 30th, 2021
City Council Hearing: October 4th, 2021
Evaluation Prepared by: Nicolette Washington

Applicant: Rashad Jones-Jennings
1 Dunwoody Park S. #107
Atlanta, GA 30338

Location: 3120 Godby Road, Parcel Number: 130067LL0756

Lot Size: 3.1 Acres

Request: Rezoning from R1 – Low Density Residential to RM - Multi Family Residential

Proposed Use: Applicant seeks to construct a cottage home development.

Current Zoning: R1 – Low Density Residential

Current Land Use: One Single Family Home

Future Land Use: RM – Multi Family Residential

Surrounding Properties:

	Current Zoning	**Current Use**
North	**PD – Planned Development**	**Single Family Homes**
East	**RM – Multi-Family Residential**	**Apartments**
South	**R1 – Low Density Residential**	**Single Family Home**
West	**N/A**	**Highway (GDOT ROW)**

Also see the attached maps for reference.

Executive Summary:
The subject property is currently zoned R1 and has one single-family home. It is approximately 3.1 acres and has access to Godby Road. The applicant proposes a cottage home development consisting of 29 cottage homes that will range in size from 300 sq ft to 600 sq ft. A variance from the BZA board to reduce the required square footage in RM will be needed. The applicant has included 3 different models of homes that will be included in the development. The development is set up as a walkable community will have shared parking on two ends of the property.

The rezoning to RM will require this development to be considered detached condominiums. As defined from the code below, the requirements to be considered Condominiums are that (1) all of the units are listed for sale and owned by individual owners and (2) a Condominium Association must be formed.

> **Condominium:** Real estate lawfully subject to the Georgia Condominium Act, O.C.G.A. § 44-30-70 et seq. by the recordation of condominium instruments, in which undivided interests in the common areas and facilities are vested in the condominium unit owners.

There is a similar development in the City of Clarkston called Cottages on Vaughn. The applicant will be working with the Micro Life Institute to develop in a similar manner. Information on that development can be found at the website here: https://www.microlifeinstitute.org/clarkston

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?
The proposed cottage homes are consistent with the City's goals to provide more affordable home-ownership options. In additional, this parcel has other high-density developments nearby and as a result would not be incompatible.

(b) Would the proposed amendment tend to increase, to decrease or to have an impact on traffic safety and congestion in the streets?
The development will add 29 homes to the area, which is likely to increase traffic. However, this section of Godby Road is not congested, so this increase is unlikely to increase congestion or decrease safety in this area.

(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 buildings be designed to meet all necessary fire and safety codes.

(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 promote the general welfare of the area by providing affordable home-ownership options to citizens in this area of the City.

(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.

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

The proposed development is unlikely to have an influence on the overcrowding of land. There is greenspace provided on the plans that creates a reasonable buffer to the one single-family home to the rear of the property.

(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 and surrounding development.

(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?

The proposed development would promote the aesthetic effect of existing and future uses of the property and surrounding area by providing a "missing-middle" housing option in this area of the City.

(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 multi-family housing and across the street from a PD zoning that also contains smaller single-family homes.

Planning Commission Meeting Recap:
There were no comments from the public on this application. The Planning Commission members asked the following questions:

- What is the estimated cost of these units? $150,000-$210,000 price point
- Will these be rented or owner occupied? Only allowing owner occupied by HOA and Condo association rules to prevent investors from buying up the units and renting them.
- What is the timeline for the project? Goal is to start construction in Spring 2022
- Do you have any security concerns for the property? The applicant plans to have a gate for the community and include lighting within the community and along sidewalks.
- What are the dues for the HOA? These will be based on the greenspace development and low maintenance greenspace to keep HOA fees low but there is not an estimated cost yet.
- What amenities are you planning to provide? A vegetable garden, small playground, and firepit
- Would you consider a dog park option? Yes – actually looking into small dog parks as an option
- What are the home materials? These are stick built and block foundation. No pre-fab materials will be used. The applicant also stated that they plan to have solar panels on the roofs of the structures to increase sustainability.
- The applicant also stated that they will be partnering with The Micro-Institute, who completed the Cottages on Vaughn in Clarkston throughout the project.

Planning Commission Recommendation: The Planning Commission recommended approval of the rezoning.

Staff Recommendation: Given the City's goals of providing additional home-ownership opportunities and the low impact on surrounding uses in this area, City Planner recommends approval of the proposed zoning map amendment, conditioned upon the following:

1. The development is conditioned to the submitted site plan and restricted to the providing the three (3) model homes submitted with this application.
2. The variances needed for reducing the minimum living area square footage and to reduce the setback in between buildings are approved by the BZA board.
3. The applicant must provide a Sound Transfer Coefficient (STC) to guarantee 45 dBA inside the structures if necessary from air traffic noise.

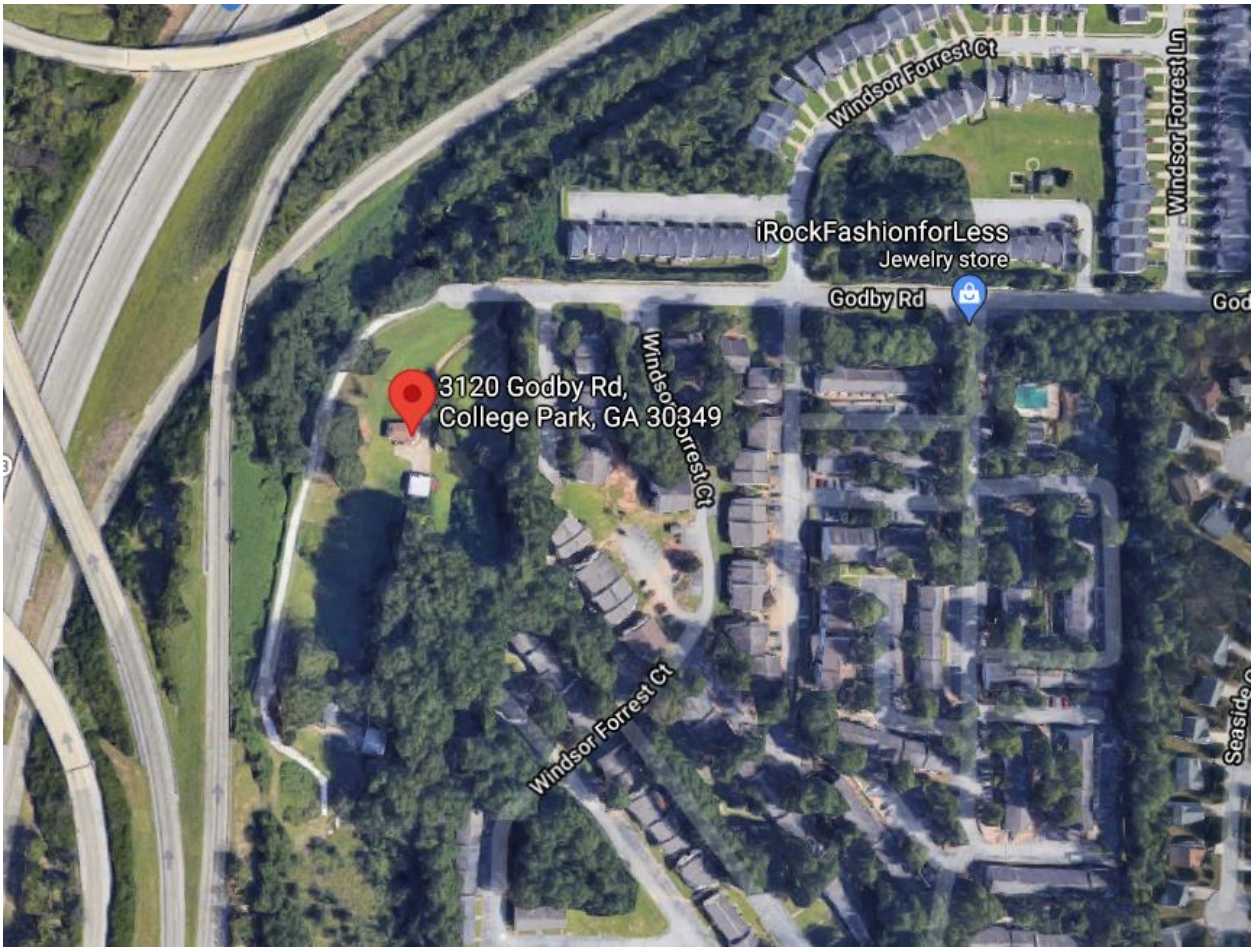
4. **A Final Development Plan** detailing the following is approved by the City Planning Office before the applying for permits:
    a. A proposed outdoor lighting plan showing location, height, fixture type and wattage.
    b. A final development plan drawn to scale with approximate dimensions containing all the following information:
        i. Location of proposed connections to public water supply and sanitary sewer service for the development
        ii. Major storm drainage improvements;
        iii. Open space provision
        iv. Residential densities
        v. Height limits
        vi. Parking areas
    c. Landscape plan, including extent and location of all plant materials and other landscape features; a plant materials schedule with common and botanical names, sizes, quantities and method of transplant.
    d. Bonding documentation or other financial guarantees.
5. **The applicant must provide documents establishing a condominium association**.
    a. A condominium association shall be established for the purpose of maintaining all common property not deeded to the city for public purposes and all common elements in compliance with the Georgia Condominium Act and Chapter 5, Article III, Division 2. Condominiums and Condominium Conversions of the City of College Park Code. Such association documents shall meet the following requirements:
        i. membership in the association must be mandated for each owner
        ii. common open space restrictions must be for the maximum duration established by state law and provide for automatic renewal
        iii. the association must be responsible for liability insurance, taxes and maintenance of common open space and associated recreation areas and facilities
        iv. the association must have the power to levy assessments, enforceable by the imposition of additional penalties, which can become a lien on individual premises for the purpose of paying the cost of operating and maintaining common facilities
        v. the governing board of any such association shall be comprised of a minimum of three (3) members
    b. The development must run the Condominium Association until at least 75% of the homes are owner-occupied.
    c. The Condominium Association must enforce that 85% of the homes be owner-occupied at any one time – meaning that only 15% or 4 of the 29 homes may be renter-occupied at any one time.

Attachments:

- Rezoning Application Package
- Additional Information Provided by the Applicant
- Zoning Maps and Photos
- **City of Clarkston Development – Cottages on Vaughn -** https://www.microlifeinstitute.org/clarkston

City of College Park Zoning Map

Aerial of Site



REZONING

CITY OF COLLEGE PARK
Planning Commission
COLLEGE PARK
www.collegeparkga.com

DATE SUBMITTED 6/7/2021

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) RASHAD JONES-JENNINGS

ADDRESS 1 DUNWOODY PARK S. #107 ATLANTA, GA 30338

PHONE ___ CELL _____ FAX _____

E-MAIL ADDRESS _____

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) _____

ADDRESS _____

PHONE _____ CELL _____ FAX _____

E-MAIL ADDRESS _____

PROPERTY INFORMATION

ADDRESS 3120 GODBY RD

CURRENT USE VACANT LAND CURRENT ZONING R-1

PROPOSED USE HIGH DENSITY PROPOSED ZONING RM

SIZE OF PROPERTY 3.1 ACRES NET DENSITY (RESIDENTIAL) 48

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 11acres - $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 $ 500 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.	RJJ
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.	RJJ
Addendum to Application for Rezoning	12	Required for all property owners and applicants. Must be notarized.	RJJ
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.	RJJ
Letter of Intent	12	Must clearly state the proposed use and development intent.	RJJ
Site Plans	24x36- 1 11x17- 12 1 jpg on CD	Must meet requirements specified on Site Plan Checklist.	RJJ
Site Plan Checklist	1	Completed copy of site plan checklist.	RJJ
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.	RJJ
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.	RJJ

APPLICANT AFFIDAVIT

Personally appeared before me RASHAD JENNINGS 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:

Notary Public

Signature of Applicant

08/03/2021
Date

RASHAD JENNINGS
Print Name

1 DUNWOODY PARK S. #107
Address

ATLANTA, GA 30338
City, State, Zip

NERI CASSANDRA ALARCON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 10, 2024
GWINNETT COUNTY, GEORGIA

OWNER'S AFFIDAVIT

Personally appeared before me RASHAD JENNINGS 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:

Notary Public

Signature of Applicant

08/03/2021
Date

RASHAD JENNINGS
Print Name

Signature of City Clerk

1 DUNWOODY PARK S. #107
Address

Date

ATLANTA, GA 30338
City, State, Zip

NERI CASSANDRA ALARCON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 10, 2024
GWINNETT COUNTY, GEORGIA

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:

City Elected Official	Amount of Gift	$ Amount of Campaign Contribution
N/A	N/A	N/A

NERI CASSANDRA ALARCON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 10, 2024

Rezoning Applicant

ATTEST:

Notary Public

8/3/21

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.

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

All 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 of residential properties	
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	
15	Proposed stormwater management facilities	

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SHEET NOTES

① SANITARY SEWER LINE TERMINATION/ORIGINATION UNKNOWN.

SURVEY REFERENCES

1 SURVEY FOR JAIME BOSTIC PREPARED BY S.A. GASKINS & ASSOCIATES, LLC. DATED 11/19/18 RECORDED WITH WARRANTY DEED IN DEED BOOK 59714 PAGES 117-119.

FLOOD NOTE

ACCORDING TO FULTON COUNTY FIRM PANEL 13121C0476F DATED 09/18/2013, NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD ZONE.

NORTH
(NAD-83 GA WEST ZONE)

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 69°40'31" W	47.58'
L2	S 63°47'36" W	45.91'
L3	S 47°04'30" W	35.77'
L4	S 33°19'08" W	36.33'
L5	S 25°01'47" W	97.74'
L6	S 13°26'27" W	225.75'
L7	N 13°26'27" E	225.13'
L8	N 25°01'47" E	100.35'
L9	N 33°19'08" E	39.22'
L10	N 47°04'30" E	39.78'
L11	N 63°47'36" E	48.85'
L12	N 69°08'46" E	47.18'

INTERSTATE 85 R/W VARIES

N 10°25'15" E
203.89'

N 26°35'24" E
158.10'

N 37°13'10" E
84.30'

S 88°41'20" E
176.90'

S 24°58'57" E
15.35'

S 01°12'12" W
21.38'

S 89°24'02" E
114.38'

N 68°25'53" W
242.62'

S 00°59'09" W
64.98'

S 89°36'58" W
127.17'

S 00°17'30" W
394.12'

29.07'
BC-BC

AREA
3.01 ACRES
131,115 SQ. FT.

15' INGRESS/EGRESS EASEMENT

CONCRETE DRIVE

CENTERLINE OF CREEK

R/W MON

IPF

IPP

NCF

SSMH
TOP: 959.09
INV IN 8": 959.92
INV IN 12": 946.00
INV OUT 12": 945.89

DI
TOP: 959.19
INV OUT 947.12

12" (TYPE UNKNOWN)

INV. 947.60

INV. 949.66
18" CONC. PIPE
INV. 950.34

EXISTING SEPTIC TANK

GARAGE

CONCRETE

SHED

48" OAK
38" OAK
38" SWEETGUM
34" POPLAR
24" POPLAR
24" PINE
24" SWEETGUM
34" SWEETGUM
28" POPLAR
36" POPLAR
16" PECAN
14" DOGWOOD
18" PECAN
24" SWEETGUM
26" OAK

TBM
TOP OF IPF
ELEV: 965.87

OPEN END PIPE
INV: 955.16

SSMH
TOP: 965.40
INV IN 8": 959.92
INV IN 12": 950.85
INV OUT 12": 950.60

CB
TOP: 968.21
INV IN: 962.95
INV OUT: 962.44

SSMH
TOP: 960.17
INV OUT: 951.17

SSMH
TOP: 969.82

24" CMP
6" HDPE
24" CMP

GRAVEL

SS

CREEK

FH

GODBY ROAD
70' R/W
12" WATER

N/F
JOHN C. &
ENOLIA G. BRISCOE
DB 52957 PG 687
PARCEL ID# 13 0067 LL0798
ZONED: R-1

N/F
TRINITY SOUTH HAMPTON
LLC
DB 55926 PG 449
PARCEL ID# 13 0067 LL0061
ZONED: RM

GRAPHIC SCALE: 1"=40'
40 0 40 80

PROJECT INFORMATION
FILE: 21-127
DATE: 07/23/21
SCALE: 1"=40'

SURVEYORS 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. THE RECORDING INFORMATION OF THE DOCUMENTS MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2884 LAND SURVEYOR JOEL M. HART

01/23/21

JOEL M HART GA R.L.S. #2884

APPROXIMATELY 50% OF THIS SURVEY WAS PERFORMED USING A TOPCON GPT 8005A ROBOTIC TOTAL STATION TO MEASURE ANGLES AND DISTANCES. THE REMAINDER OF THE SURVEY WAS PERFORMED WITH RTK OBSERVATIONS USING A CHCNAV I-70 GPS BASE/ROVER RECEIVERS. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED FOR THIS SURVEY WERE 0.07 FEET HORIZONTALLY AT THE 95% CONFIDENCE LEVEL.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 231,667'.

LEGEND

POB	- POINT OF BEGINNING
IPF	- IRON PIN FOUND (1/2" REBAR UNLESS OTHERWISE NOTED)
IPP	- IRON PIN PLACED (1/2" REBAR WITH PLASTIC CAP)
NCF	- NAIL AND CAP FOUND
R/W MON	- RIGHT-OF-WAY MONUMENT
	- FIRE HYDRANT
	- POWER POLE
Ⓢ	- SANITARY SEWER MANHOLE
POWER LINE	
FENCE LINE	

NOTES

1. BEARINGS AND COORDINATES SHOWN REFERENCE NAD-83 GEORGIA WEST ZONE STATE PLANE COORDINATES.
2. ALL MATTERS OF TITLE ARE EXCEPTED. THIS SURVEY WAS PREPARED WITHOUT A COMPLETE TITLE SEARCH.
3. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
4. ELEVATIONS SHOWN ARE BASED ON INFORMATION OBTAINED FROM FULTON COUNTY GIS AS WELL AS FIELD RUN OBSERVATIONS.
5. UTILITIES SHOWN ARE BASED ON OBSERVABLE CONDITIONS AND INFORMATION PROVIDED BY INDIVIDUAL UTILITY COMPANIES. SUBSURFACE INFORMATION HAS NOT BEEN VERIFIED.

SITE CONDITIONS

ZONING: R-1
LOW DENSITY RESIDENTIAL

MIN. LOT AREA: 20,000 SF
MIN LOT WIDTH: 90'
MIN LOT DEPTH: 180'

SETBACKS:
FRONT: 60'
SIDE: 15'
BACK: 40'

BOUNDARY RETRACEMENT SURVEY PREPARED FOR:
SOUTH PARK COTTAGES
PROPERTY LOCATED IN:
LAND LOT 67,
13th DISTRICT, IN THE CITY OF COLLEGE PARK
FULTON COUNTY, GEORGIA

ELEVATIONS
DESIGN GROUP LLC
SURVEYORS AND ENGINEERS
204 HIGHTOWER ROAD
HIRAM, GA 30141
770-865-6774
ELEVATIONSDG.COM

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SHEET NOTES

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1 SURVEY FOR JAIME BOSTIC PREPARED BY S.A. GASKINS & ASSOCIATES, LLC. DATED 11/19/18 RECORDED WITH WARRANTY DEED IN DEED BOOK 59714 PAGES 117-119.

FLOOD NOTE

ACCORDING TO FULTON COUNTY FIRM PANEL 13121C0476F DATED 09/18/2013, NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD ZONE.

NORTH
(NAD-83 GA WEST ZONE)

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 69°40'31" W	47.58'
L2	S 63°47'36" W	45.91'
L3	S 47°04'30" W	35.77'
L4	S 33°19'08" W	36.33'
L5	S 25°01'47" W	97.74'
L6	S 13°26'27" W	225.75'
L7	N 13°26'27" E	225.13'
L8	N 25°01'47" E	100.35'
L9	N 33°19'08" E	39.22'
L10	N 47°04'30" E	39.78'
L11	N 63°47'36" E	48.85'
L12	N 69°08'46" E	47.18'

INTERSTATE 85 R/W VARIES

IPF
N 68°25'53" W 242.62'
64.98'
S 00°59'09" W
IPF
S 89°35'58" W 127.17'
IPF
394.12'
S 00°17'30" W
IPF
N 10°25'15" E 203.89'
R/W MON
N 26°35'24" E 158.10'
R/W MON
N 37°13'10" E 84.30'
R/W MON
S 88°41'20" E 176.90'
S 24°58'57" E 15.35'
S 01°12'12" W 21.38'
IPP
NCF
S 89°24'02" E 114.38'
29.07' BC-BC
IPF

15' INGRESS/EGRESS EASEMENT
CONCRETE DRIVE
CENTERLINE OF CREEK
GRAVEL
CONCRETE
GARAGE
SHED
SHED
EXISTING SEPTIC TANK

DI
TOP: 953.19
INV OUT 947.12
12" (TYPE UNKNOWN)
SSMH
TOP: 959.09
INV IN 8": 959.92
INV IN 12": 946.00
INV OUT 12": 945.89
8" (TYPE UNKNOWN) ①
INV. 947.60
INV. 949.66
18" CONC. PIPE
INV. 950.34
TBM ✠
TOP OF IPF
ELEV: 965.87
OPEN END PIPE
INV: 955.16
SSMH
TOP: 965.40
INV IN 8": 959.92
INV IN 12": 950.85
INV OUT 12": 950.60
24" CMP
8" VCP
CB
TOP: 968.21
INV IN: 962.95
INV OUT: 962.44
SSMH
TOP: 960.17
INV OUT: 951.17
SSMH
TOP: 969.82
24" CMP
FH
12" WATER
GODBY ROAD
70' R/W

48" OAK
38" OAK
38" SWEETGUM
34" POPLAR
24" POPLAR
24" PINE
24" SWEETGUM
24" PINE
34" SWEETGUM
28" POPLAR
36" POPLAR
14" DOGWOOD
14" DOGWOOD
16" PECAN
16" PECAN
18" PECAN
24" SWEETGUM
26" OAK

954 956 958 960 962 964 966 968 970 972 974 976 978 980 982

AREA
3.01 ACRES
131,115 SQ. FT.

N/F
JOHN C. &
ENOLIA G. BRISCOE
DB 52957 PG 687
PARCEL ID# 13 0067 LL0798
ZONED: R-1

N/F
TRINITY SOUTH HAMPTON
LLC
DB 55926 PG 449
PARCEL ID# 13 0067 LL0061
ZONED: RM

GRAPHIC SCALE: 1"=40'
40 0 40 80

PROJECT INFORMATION
FILE: 21-127
DATE: 07/23/21
SCALE: 1"=40'

SURVEYORS 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. THE RECORDING INFORMATION OF THE DOCUMENTS MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2884 LAND SURVEYOR JOEL M. HART

07/23/21

JOEL M HART GA R.L.S. #2884

APPROXIMATELY 50% OF THIS SURVEY WAS PERFORMED USING A TOPCON GPT 8005A ROBOTIC TOTAL STATION TO MEASURE ANGLES AND DISTANCES. THE REMAINDER OF THE SURVEY WAS PERFORMED WITH RTK OBSERVATIONS USING A CHCNAV I-70 GPS BASE/ROVER RECEIVERS. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED FOR THIS SURVEY WERE 0.07 FEET HORIZONTALLY AT THE 95% CONFIDENCE LEVEL.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN 1 FOOT IN 231,667'.

LEGEND

POB	- POINT OF BEGINNING
IPF	- IRON PIN FOUND (1/2" REBAR UNLESS OTHERWISE NOTED)
IPP	- IRON PIN PLACED (1/2" REBAR WITH PLASTIC CAP)
NCF	- NAIL AND CAP FOUND
R/W MON	- RIGHT-OF-WAY MONUMENT
✠	- FIRE HYDRANT
⌀	- POWER POLE
Ⓢ	- SANITARY SEWER MANHOLE
POWER LINE	
FENCE LINE	

NOTES

1. BEARINGS AND COORDINATES SHOWN REFERENCE NAD-83 GEORGIA WEST ZONE STATE PLANE COORDINATES.
2. ALL MATTERS OF TITLE ARE EXCEPTED. THIS SURVEY WAS PREPARED WITHOUT A COMPLETE TITLE SEARCH.
3. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
4. ELEVATIONS SHOWN ARE BASED ON INFORMATION OBTAINED FROM FULTON COUNTY GIS AS WELL AS FIELD RUN OBSERVATIONS.
5. UTILITIES SHOWN ARE BASED ON OBSERVABLE CONDITIONS AND INFORMATION PROVIDED BY INDIVIDUAL UTILITY COMPANIES. SUBSURFACE INFORMATION HAS NOT BEEN VERIFIED.

SITE CONDITIONS

ZONING: R-1
LOW DENSITY RESIDENTIAL

MIN. LOT AREA: 20,000 SF
MIN LOT WIDTH: 90'
MIN LOT DEPTH: 180'

SETBACKS:
FRONT: 60'
SIDE: 15'
BACK: 40'

BOUNDARY RETRACEMENT SURVEY PREPARED FOR:
SOUTH PARK COTTAGES
PROPERTY LOCATED IN:
LAND LOT 67,
13th DISTRICT, IN THE CITY OF COLLEGE PARK
FULTON COUNTY, GEORGIA

ELEVATIONS
DESIGN GROUP LLC
SURVEYORS AND ENGINEERS
204 HIGHTOWER ROAD
HIRAM, GA 30141
770-865-6774
ELEVATIONSDG.COM

EXISTING SITE CONDITIONS

ZONING: R-1
LOW DENSITY RESIDENTIAL

MIN. LOT AREA: 20,000 SF
MIN LOT WIDTH: 90'
MIN LOT DEPTH: 180'

SETBACKS:
FRONT: 60'
SIDE: 15'
BACK: 40'

MINIMUM LIVING AREA:
2000 HEATED SF

PROPOSED SITE CONDITIONS

ZONING: R-3
HIGH DENSITY RESIDENTIAL (WITH CONDITIONS)

MIN. LOT AREA: 8,000SF - PROPOSED 1,344 SF*
MIN LOT WIDTH: 50' - PROPOSED 22.5'
MIN LOT DEPTH: 100' - PROPOSED 35'

SETBACKS:
FRONT: 60' - PROPOSED: 5'
SIDE: 15' - PROPOSED: 5'
BACK: 40' - PROPOSED: 5'

MINIMUM LIVING AREA:
1,600 HEATED SF - PROPOSED: 309 HEATED SF

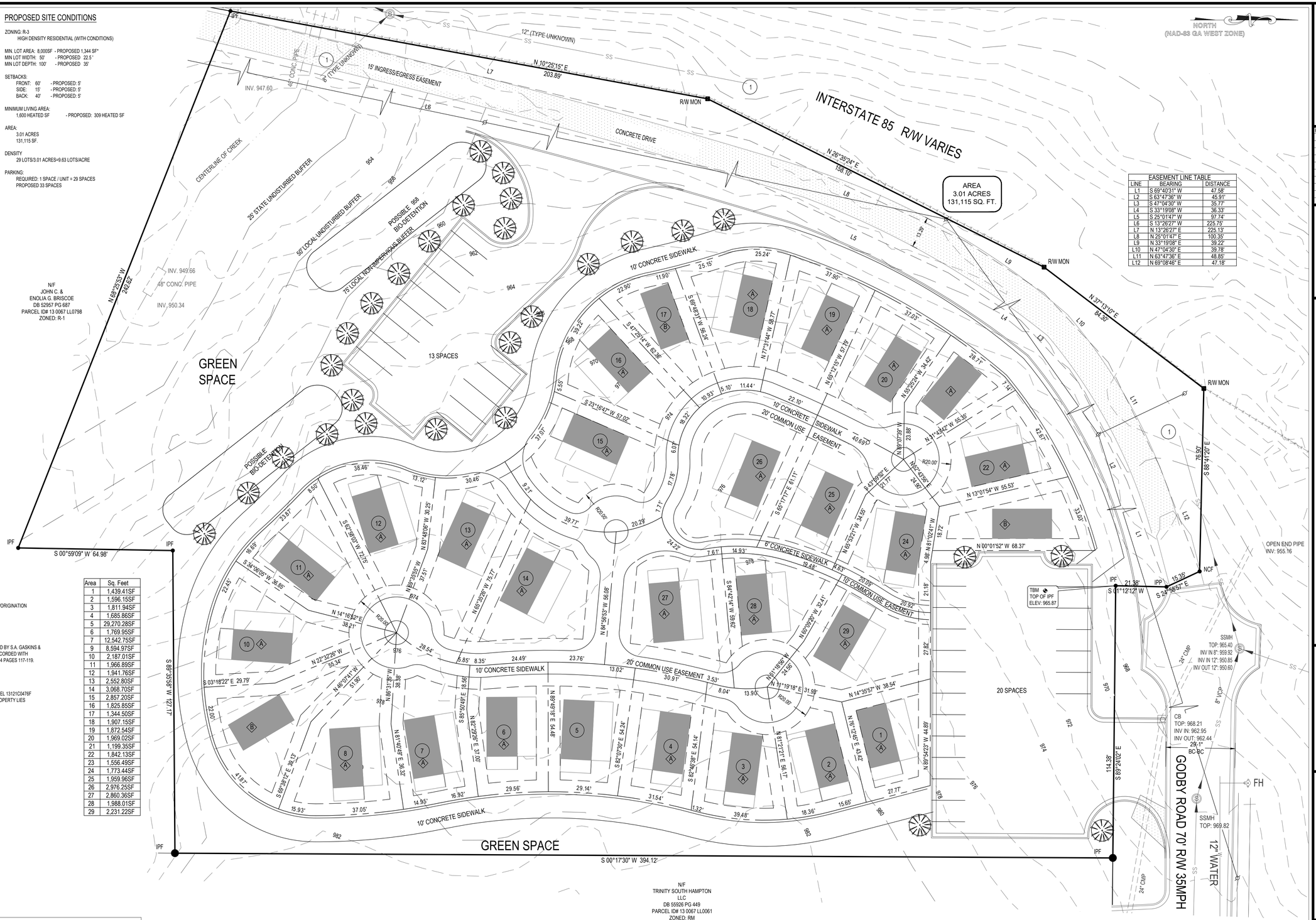
AREA:
3.01 ACRES
131,115 SF.

DENSITY
29 LOTS/3.01 ACRES=9.63 LOTS/ACRE

PARKING:
REQUIRED: 1 SPACE / UNIT = 29 SPACES
PROPOSED 33 SPACES

PROPOSED HOUSE SIZES

(A) 640 HEATED SF.
(B) 309 HEATED SF.



SHEET NOTES

1 SANITARY SEWER LINE TERMINATION/ORIGINATION UNKNOWN.

SURVEY REFERENCES

1 SURVEY FOR JAIME BOSTIC PREPARED BY S.A. GASKINS & ASSOCIATES, LLC. DATED 11/19/18 RECORDED WITH WARRANTY DEED IN DEED BOOK 59714 PAGES 117-119.

FLOOD NOTE

ACCORDING TO FULTON COUNTY FIRM PANEL 13121C0476F DATED 09/18/2013, NO PORTION OF THIS PROPERTY LIES WITHIN A 100 YEAR FLOOD ZONE.

Area	Sq. Feet
1	1,439.41SF
2	1,596.15SF
3	1,811.94SF
4	1,685.86SF
5	29,270.28SF
6	1,769.95SF
7	12,542.75SF
9	8,594.97SF
10	2,187.01SF
11	1,966.89SF
12	1,941.76SF
13	2,552.80SF
14	3,068.70SF
15	2,857.20SF
16	1,625.85SF
17	1,344.50SF
18	1,907.15SF
19	1,872.54SF
20	1,969.02SF
21	1,199.35SF
22	1,842.13SF
23	1,556.49SF
24	1,773.44SF
25	1,959.96SF
26	2,976.25SF
27	2,860.36SF
28	1,988.01SF
29	2,231.22SF

ISSUED FOR REZONING PURPOSES ONLY
NOT ISSUED FOR CONSTRUCTION

GRAPHIC SCALE: 1"=20'
20 0 20 40

PROJECT INFORMATION
FILE: 21-127
DATE: 08/06/21
SCALE: 1"=20'

ELEVATIONS
DESIGN GROUP LLC
SURVEYORS AND ENGINEERS
204 HIGHTOWER ROAD
HIRAM, GA 30141
770-865-6774
ELEVATIONSDG.COM

REV.	DATE	DESCRIPTION

OWNER/DEVELOPER
SOUTH PARK COTTAGES
24 HOUR CONTACT
RASHAD JENNINGS-JONES
404-401-9970

PROPOSED LAYOUT FOR:
SOUTH PARK COTTAGES
LAND LOT 67, 13th DISTRICT,
IN THE CITY OF COLLEGE PARK,
FULTON COUNTY, GEORGIA

PE042100
PROFESSIONAL
ENGINEER
JOEL M. HART
08/06/21

GSWCC LEVEL II
0000035425

TITLE
CONCEPTUAL LAYOUT

SHEET

7.B.f

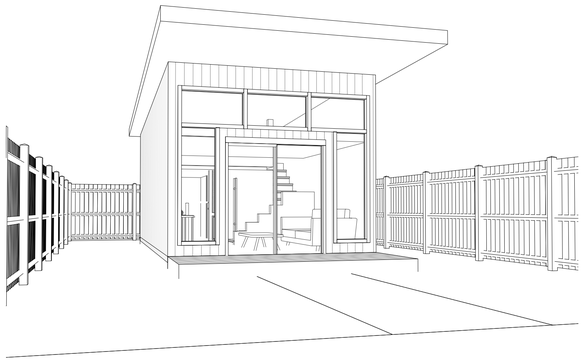
Packet Pg. 184

7.B.g

Packet Pg. 185

7.B.h
Packet Pg. 186

7.B.i
Packet Pg. 187



Residential New Constuction

1 LOFT 1 Bathroom

Model 3 = 309 sqft

AD DESIGNS LLC

General Notes

1. GENERAL NOTES APPLY TO ALL DRAWINGS

2. DO NOT SCALE DRAWINGS. ANY DIMENSIONAL INFORMATION REQUIRED WHICH IS NOT INDICATED ON DRAWING DIMENSION STRINGS SHALL BE OBTAINED FROM THE ARCHITECT.

3. DIMENSIONS SHOWN ARE FINISH SURFACE OF EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.

4. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS (I.E. EXISTING MATERIALS, FRAMING MEMBER SIZES AND LOCATIONS, METHODS OF CONSTRUCTION). IF DISCREPANCIES ARE FOUND, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.

5. CONTRACTOR SHALL PAY ALL PERMIT FEES.

6. CONTRACTOR SHALL MAINTAIN THE IMMEDIATE CONSTRUCTION SITE IN A SECURE, CLEAN AND SAFE MANNER.

7. PROTECTION: CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO PROTECT THE PUBLIC FROM INJURY AND ADJACENT PROPERTY DAMAGES DURING CONSTRUCTION AS REQUIRED BY LOCAL CODES.

8. REPAIR ALL EXISTING CONSTRUCTION AFFECTED BY NEW WORK TO ITS ORIGINAL CONDITION

Code Summary

International Building Code,
2018 Edition, with Georgia Amendments (2020)

International Residential Code,
2018 Edition, with Georgia Amendments (2020)

International Fire Code,
2018 Edition, with Georgia Amendments (2020)

International Plumbing Code,
2018 Edition, with Georgia Amendments (2020)

International Mechanical Code,
2018 Edition, with Georgia Amendments (2020)

International Fuel Gas Code,
2018 Edition, with Georgia Amendments (2020)

National Electrical Code,
2017 Edition, with no Georgia Amendments (Effective 1/1/2018)

International Energy Conservation Code,
2015 Edition, with Georgia Supplements and Amendments(2020)

International Swimming Pool and Spa Code,
2018 Edition, with Georgia Amendments(2020)

NFPA 101 -
Life Safety Code 2018 Edition with State Amendments (2020)

Building Square Footage	
Basment:	
1st Floor:	
2nd Floor:	
Garage:	
Total:	

Heated Area	Unheated Area
Basment:	2 Car Garage :
1st Floor:	Rear Deck :
2nd Floor:	Front Patio:
Total:	Total:
Overall Total:	

Sheet Number	Sheet Name
A-100	Cover Sheet
A-101	General Note
A-102	Existing Basement Plan
A-103	Existing 1st Floor Plan
A-104	Existing Elevations
A-105	Existing Elevations
A-106	Proposed Basement Plan
A-107	Proposed Floor Plans
A-109	Proposed Elevation
A-110	Proposed Elevation
A-111	Proposed Elevation
A-112	Proposed Elevation
A-113	Schedules
A-114	Area Plan
A-115	Sections
A-116	Sections
A-117	Sections
A-118	Stair Details
A-119	Stair Details
E1	Electrical Plan
S1	Structural Details
S2	Structural Notes
S101	1st Floor Framing Plan
S102	2nd Floor Framing Plan
S103	Foundation Plan
S104	Ceiling Framing Plan
S-105	Roof Plan
S-106	Deck Details

Scope of Work

MODEL 3
Project Address

OWNER:
Name:
Company:
Contact:

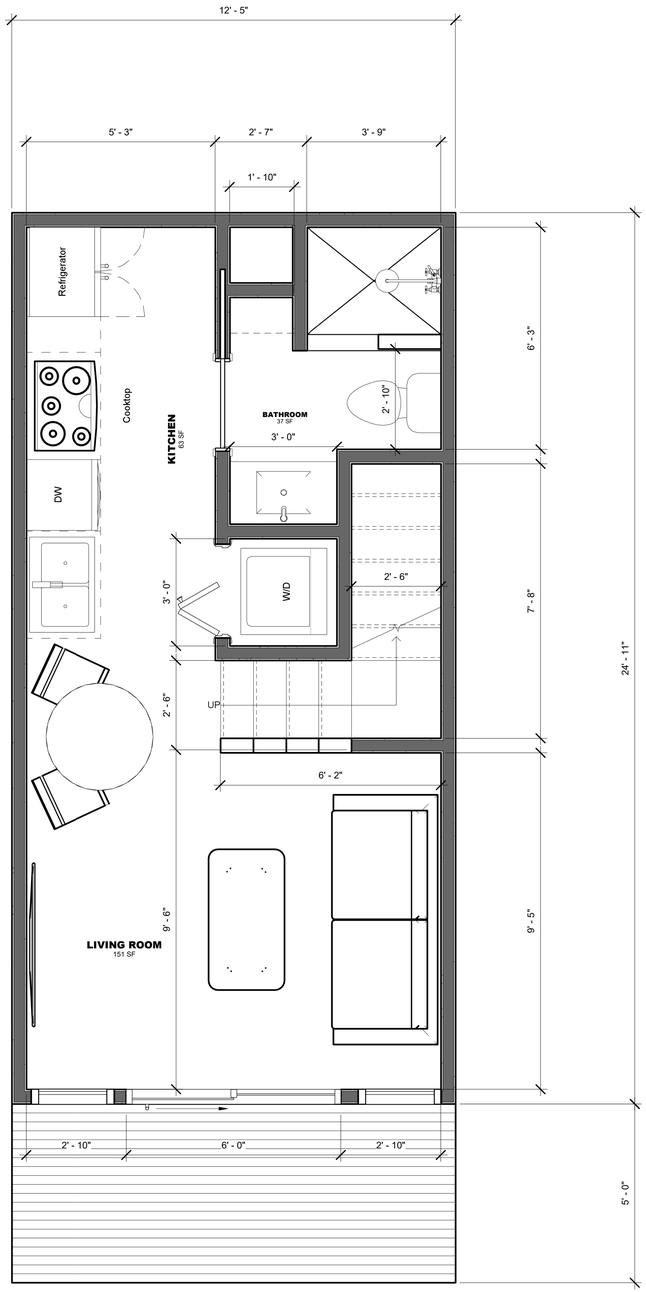
Release For Construction

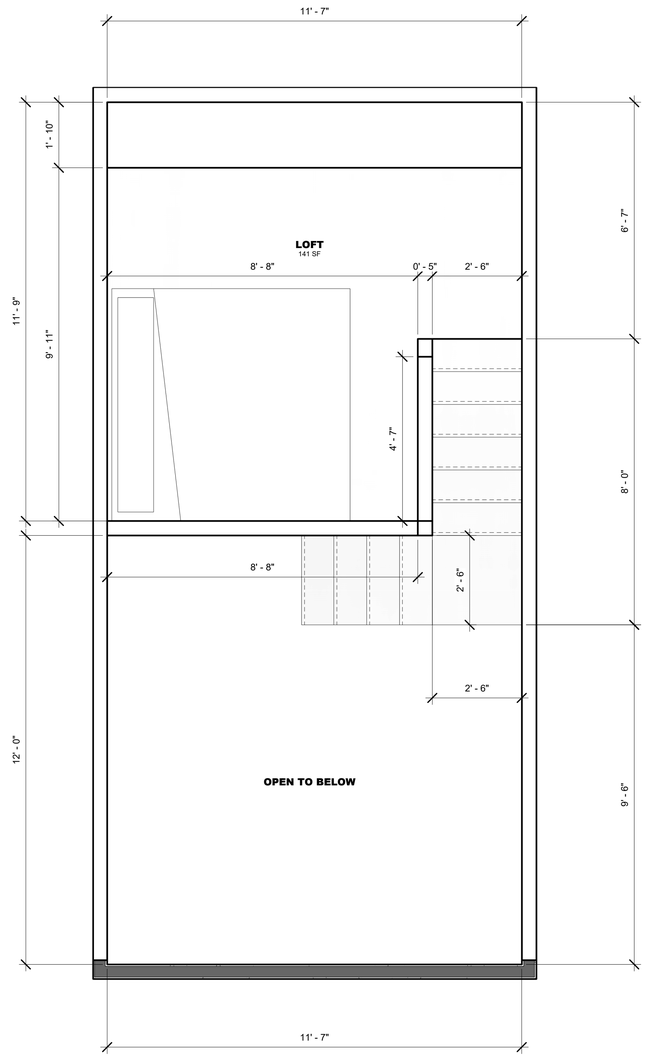
Cover Sheet

Date	8/6/2021 1:53:34 PM
Drawn by	A. Dunston
Checked by	Checker

A-100

Scale





AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

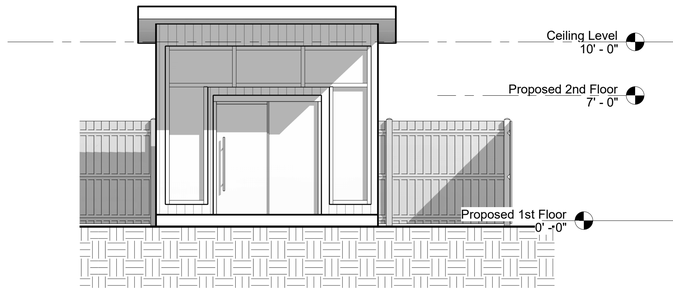
Release For Construction

Proposed Floor Plans

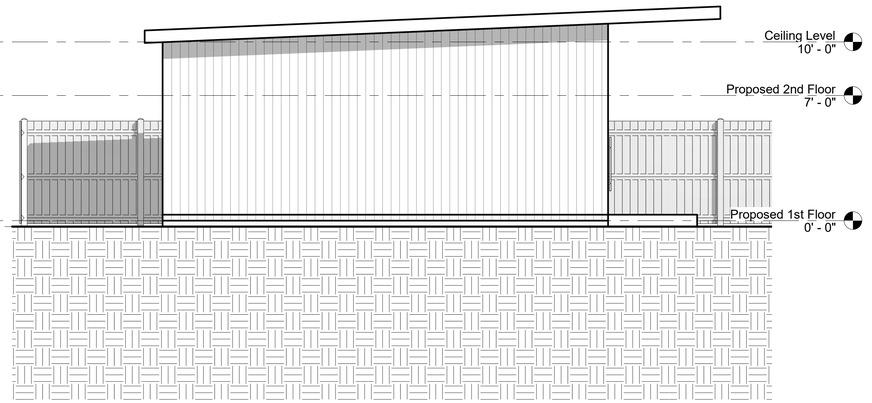
Date	8/6/2021 1:53:47 PM
Drawn by	Author
Checked by	Checker

A-107

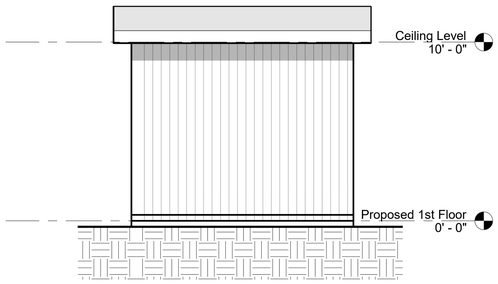
Scale 1/2" = 1'-0"



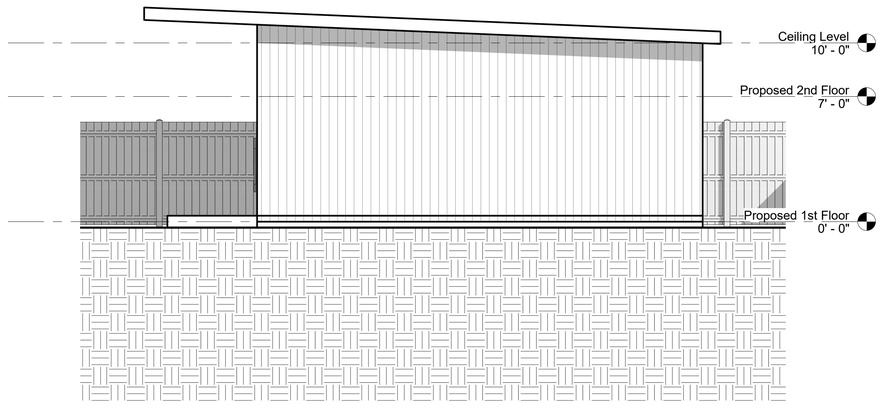
1 South Elevation
1/4" = 1'-0"



2 West Elevation
1/4" = 1'-0"



3 North Elevation
1/4" = 1'-0"



4 East Elevation
1/4" = 1'-0"

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Proposed Elevation

Date	8/6/2021 1:54:09 PM
Drawn by	Author
Checked by	Checker

A-109

Scale 1/4" = 1'-0"

Residential New Construction

1 LOFT ------1 Bedroom -----1 Bathroom

Model 1 = 600 sqft

AD DESIGNS LLC

MODEL 3
Project Address

General Notes

1. GENERAL NOTES APPLY TO ALL DRAWINGS

2. DO NOT SCALE DRAWINGS. ANY DIMENSIONAL INFORMATION REQUIRED WHICH IS NOT INDICATED ON DRAWING DIMENSION STRINGS SHALL BE OBTAINED FROM THE ARCHITECT.

3. DIMENSIONS SHOWN ARE FINISH SURFACE OF EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.

4. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS (I.E. EXISTING MATERIALS, FRAMING MEMBER SIZES AND LOCATIONS, METHODS OF CONSTRUCTION). IF DISCREPANCIES ARE FOUND, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.

5. CONTRACTOR SHALL PAY ALL PERMIT FEES.

6. CONTRACTOR SHALL MAINTAIN THE IMMEDIATE CONSTRUCTION SITE IN A SECURE, CLEAN AND SAFE MANNER.

7. PROTECTION: CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO PROTECT THE PUBLIC FROM INJURY AND ADJACENT PROPERTY DAMAGES DURING CONSTRUCTION AS REQUIRED BY LOCAL CODES.

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2018 Edition, with Georgia Amendments(2020)

NFPA 101 -
Life Safety Code 2018 Edition with State Amendments (2020)

Building Square Footage

Basment:	
1st Floor:	
2nd Floor:	
Garage:	
Total:	

Heated Area	Unheated Area
Basment:	2 Car Garage :
1st Floor:	Rear Deck :
2nd Floor:	Front Patio:
Total:	Total:

Overall Total:

Sheet Number	Sheet Name
A-100	Cover Sheet
A-101	General Note
A-102	Proposed 1st Floor Plan
A-103	Proposed 2nd Floor Plan
A-104	Proposed Elevation
A-105	Proposed Elevation
A-106	Schedules
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S1	Structural Details
S2	Structural Notes
S101	1st Floor Framing Plan
S102	2nd Floor Framing Plan
S103	Foundation Plan
S104	Ceiling Framing Plan
S-105	Roof Plan
S-106	Deck Details

Scope of Work

OWNER:

Name:
Company:
Contact:

Release For Construction

Cover Sheet

Date	8/6/2021 6:17:32 PM
Drawn by	A. Dunston
Checked by	Checker

A-100

Scale

GENERAL NOTES AND SPECIFICATIONS
THE GENERAL CONTRACTOR SHALL FULLY COMPLY WITH THE 2015 IBC AND ALL ADDITIONAL STATE AND LOCAL CODE REQUIREMENTS. 2015 IEC AND 2015 IMC SHALL BE USED.
THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS. THE CONTRACTOR SHALL ALSO PERFORM COORDINATION WITH ALL UTILITIES AND STATE SERVICE AUTHORITIES.
WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY DESIGNER OF ANY VARIATIONS FROM THESE DRAWINGS.
THIS DESIGNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR, OR FAILURE OF ANY OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. AND DEFECT DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF DESIGNER/OWNER BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK.

DESIGN CRITERIA: 2015 IRC AND IBC
ROOF: 30 PSF SNOW LOAD
*8 PSF TOP CHORD DEAD LOAD.
*7 PSF BOTTOM CHORD DEAD LOAD.
*5 PSF NET WIND UPLIFT.
FLOOR: 40 PSF LL.
*10 PSF TOP CHORD DL.
*5 PSF BOTTOM CHORD DL.
SOIL: *2,000 PSF ALLOWABLE (ASSUMED) TO BE AT TIME OF EXCAVATION
FROST DEPTH: *30"
SEISMIC ZONE: B, (ASSUMED)
WIND: 115 MPH (115 MPH 3 SEC GUST), EXPOSURE C. (ASSUMED)
THIS STRUCTURE SHALL BE ADEQUATELY BRACED FOR WIND LOADS UNTIL THE ROOF, FLOOR AND WALLS HAVE BEEN PERMANENTLY FRAMED TOGETHER AND SHEATHED.
INSTALL POLYISOCYANURATE FOAM TYPE INSULATION AT FLOOR AND PLATE LINES, OPENINGS IN PLATES, CORNER STUD CAVITIES AND AROUND DOOR AND WINDOW ROUGH OPENING CAVITIES.
INSTALL WATERPROOF GYPSUM BOARD AT ALL WATER SPLASH AREAS TO MINIMUM 70" ABOVE SHOWER DRAINS.
INSULATE WASTE LINES FOR SOUND CONTROL.
EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS, PROVIDE 90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING TUB AND / OR SHOWER AND IN LAUNDRY ROOMS.
ALL RECESSED LIGHTS IN INSULATED CEILINGS TO HAVE THE I.C. LABEL.
PROVIDE SOLID BLOCKING UNDER ALL BEARING WALLS PERPENDICULAR TO JOISTS AND OTHER BEARING POINTS NOT OTHERWISE PROVIDED WITH SUPPORT.

NAILING NOTES: (PER IRC TABLE R602.3(1))
JOIST TO SILL OR GIRDER TOE NAIL (3)-8d
BRIDGING TO JOIST TOE NAIL EA. END (2)-8d
SOLE PLATE TO JOIST OR BLK'G FACE NAIL 16d @ 16"OC
STUD TO SOLE PLATE TOE NAIL (4)-8d, END NAIL (2) 16d
TOP PLATE TO STUD END NAIL (2)-16d
DOUBLE STUDS FACE NAIL 16d @ 24" OC
DOUBLE TOP PLATES FACE NAIL 16d @ 16" OC
CONTINUOUS HEADER, TWO PIECES 16d @ 16" OC ALONG EA. EDGE
BUILT-UP HEADER, TWO PIECES
W/ 1/2" SPACER 16d @ 16" OC ALONG EA. EDGE
TOP PLATES, LAPS AND INTERSECTIONS FACE NAIL (2)-16d
CEILING JOISTS TO PLATE TOE NAIL (3)-8d
CONTINUOUS HEADER TO STUD TOE NAIL (4)-8d
CEILING JOISTS, LAPS OVER PARTITIONS FACE NAIL (3)-10d
CEILING JOISTS TO PARALLEL RAFTERS FACE NAIL (3)-10d
RAFTER TO PLATE TOE NAIL (2)-16d
1" BRACE TO EACH STUD AND PLATE FACE NAIL (2)-8d
BUILT-UP CORNER STUDS 10d @ 24" OC
2" PLANKS (2)-16d @ EA.BRG.
1/2" PLYWOOD ROOF AND WALL EDGES 8d @ 6" OC
SHEATHING INTERMEDIATE 8d @ 12" OC
3/4" PLYWOOD SUBFLOOR EDGES 8d @ 6" OC
INTERMEDIATE 8d @ 12" OC
2x MULTIPLE JOISTS - STAGGER @ 15" OC
W/(2) @ EA. END OR SPLICE (3) OR FEWER 16d NAILS (4) OR MORE 1/2" DIA M.B. W/ STANDARDNUT AND WASHERS.

RAILING NOTES:
STAIRWAYS SHALL HAVE A MIN. WIDTH OF 34". HAND RAILS MAY ENCROACH A MAX. OF 3 1/2" INTO THE REQUIRED WIDTH.
TREADS SHALL HAVE A MIN. WIDTH OF 9". STAIR TREADS MUST BE UNIFORM AND CAN NOT VARY FROM THE LARGEST TO THE SMALLEST BY MORE THAN 3/8".
STAIRWAYS SHALL HAVE MIN. 6'-8" OF HEADROOM AT THE NOSE OF THE STAIR.
ENCLOSED USABLE SPACE UNDER INTERIOR STAIRS SHALL BE PROTECTED ON THE ENCLOSED FACE WITH 5/8" TYPE "X" GYPSUM WALL BOARD.
STAIRWAYS SHALL HAVE AT LEAST ONE HANDRAIL LOCATED 34" TO 38" ABOVE THE NOSING OF TREADS AND LANDINGS. THE HAND GRIP PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1-1/2" OR GREATER THAN 2" IN CROSS-SECTIONAL DIMENSION.
HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS. THE ENDS OF HANDRAILS SHALL RETURN TO WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL.
STAIRWAYS HAVING LESS THAN 2 RISERS DO NOT REQUIRE A HAND RAIL.
34" MIN. HEIGHT GUARDRAILS SHALL BE PROVIDED FOR AT PORCHES, DECKS, BALCONIES, STAIRWAYS AND LANDINGS WHERE THE ADJACENT SURFACE IS GREATER THAN 24" BELOW.
RAILING AND GUARDRAIL BALUSTER SPACING SHALL BE NO GREATER THAN 4".
THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD, AND BOTTOM OF GUARDRAIL SHALL NOT ALLOW A 6" DIAMETER SPHERE TO PASS THROUGH.
EXTERIOR SPIRAL STAIRS TO BE FABRICATED AND INSTALLED PER THE MFG. INSTRUCTIONS.

GRADING NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
3. FINAL GRADE TO CONVEY SURFACE DRAINAGE TOWARD ROCK CHANNELS AND
DISPERSION TRENCHES.
4. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED TO REMOVE TREES, VEGETATION,
ROOTS AND OTHER OBJECTIONABLE MATERIAL AND STRIPPED OF TOPSOIL.
5. PLACE FILL SLOPES WITH A GRADIENT STEEPER THAT 3:1 IN LIFTS NOT

VENTILATION NOTES:
ALL COMBUSTION APPLIANCES WILL BE VENTED DIRECTLY TO THE EXTERIOR.
FURNACE FIREBOX AND TANKLESS WATER HEATER SHALL HAVE OUTSIDE COMBUSTION AIR SUPPLY PURSUANT TO REGIONAL AND LOCAL CODES.
ATTIC SHALL HAVE VENTILATION EQUAL TO 1 SQ. FOOT PER 150 SQ. FEET OF ATTIC
SPACE. VENTILATION SHALL BE PROTECTED FROM SNOW AND RAIN AND SHALL BE
COVERED WITH GALVANIZED WIRE SCREEN. OPENINGS SHALL BE LOCATED TO
PROVIDE CROSS VENTILATION.
EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS, PROVIDE
90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING
TUB AND / OR SHOWER AND IN LAUNDRY ROOMS.
GARAGES SHALL BE VENTED WITH 60 SQUARE INCHES LOCATED 6" ABOVE THE
FLOOR SURFACE.
UNDER FLOOR SPACES SHALL HAVE VENTILATION EQUAL TO ONE SQ. FOOT PER 150
SQ. FEET OF FLOOR SPACE. VENTS SHALL BE CAST INTO THE CONCRETE STEM
WALLS AND COVERED WITH GALVANIZED WIRE SCREEN. VENTS SHALL BE LOCATED
TO PROVIDE CROSS VENTILATION.

AD DESIGNS LLC

MODEL 3
Project Address

OWNER:
Name:
Company:
Contact:

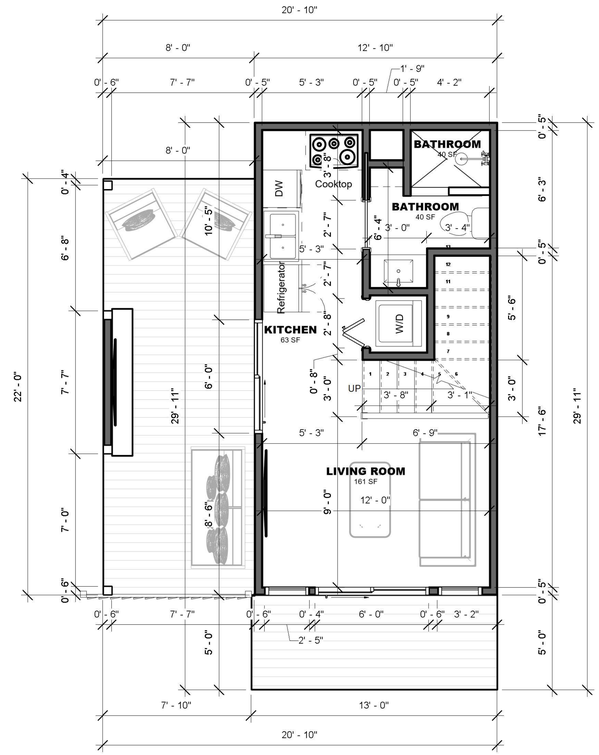
Release For Construction

General Note

Date	8/6/2021 6:17:36 PM
Drawn by	Author
Checked by	Checker

A-101

Scale



1 Proposed 1st Floor
1/4" = 1'-0"

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

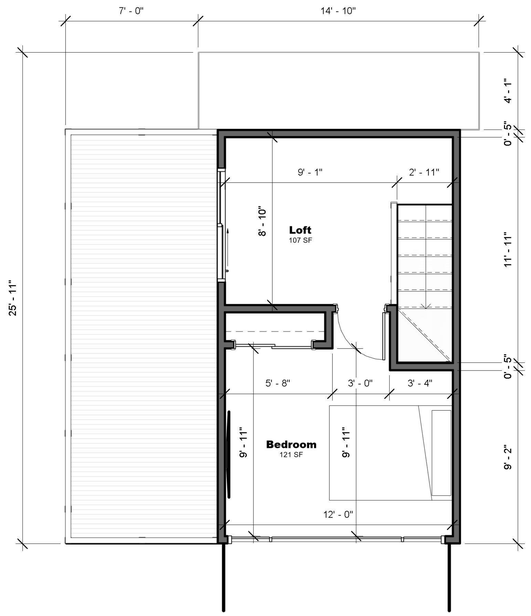
Release For Construction

Proposed 1st Floor Plan

Date	8/6/2021 6:17:41 PM
Drawn by	Author
Checked by	Checker

A-102

Scale 1/4" = 1'-0"



1 Proposed 2nd Floor
1/4" = 1'-0"

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

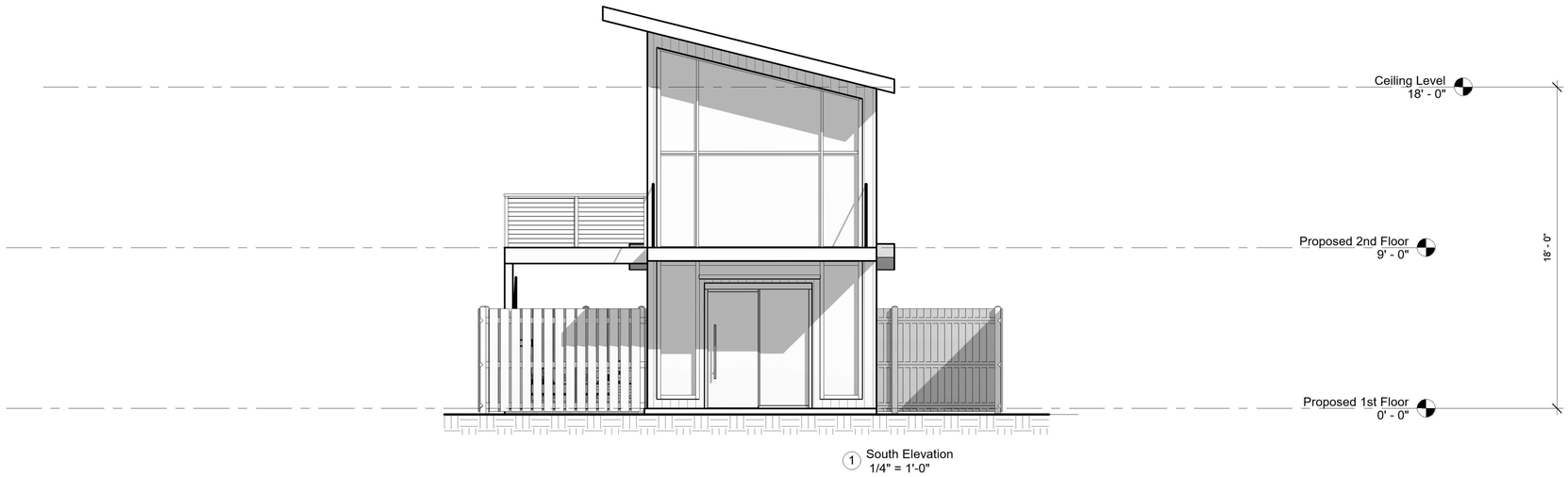
Release For Construction

Proposed 2nd Floor Plan

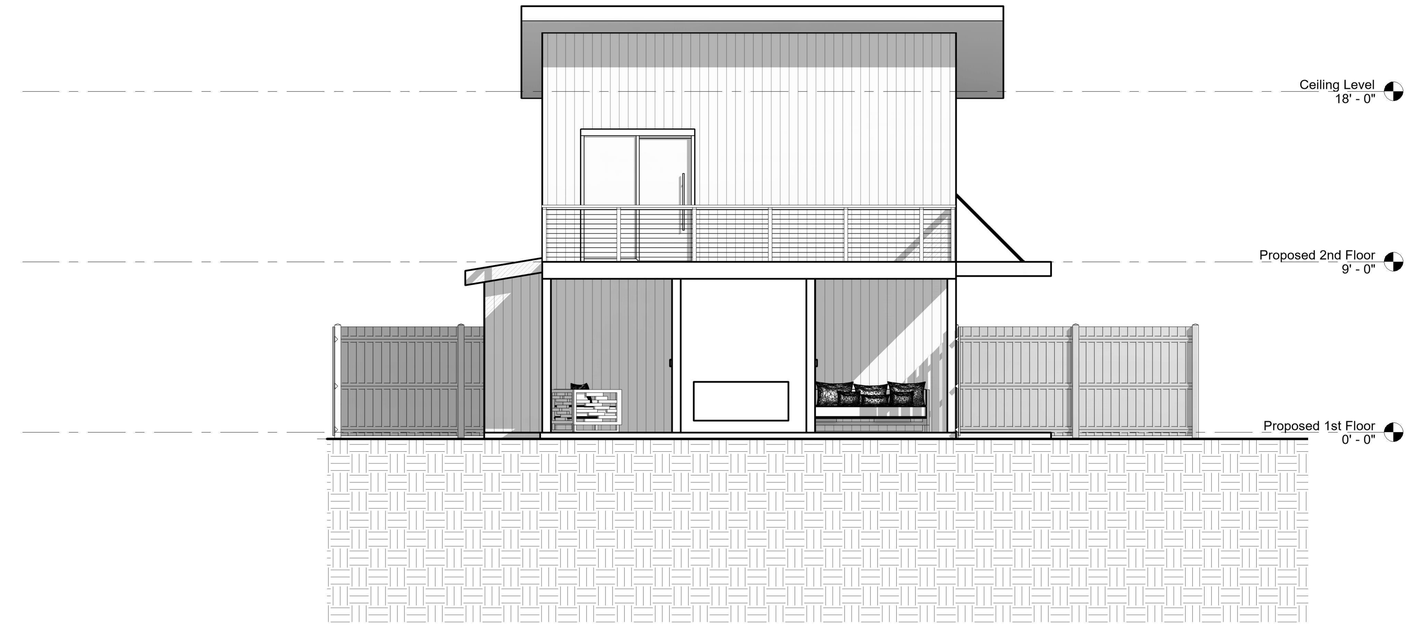
Date	8/6/2021 6:17:46 PM
Drawn by	Author
Checked by	Checker

A-103

Scale 1/4" = 1'-0"



1 South Elevation
1/4" = 1'-0"



2 West Elevation
1/4" = 1'-0"

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

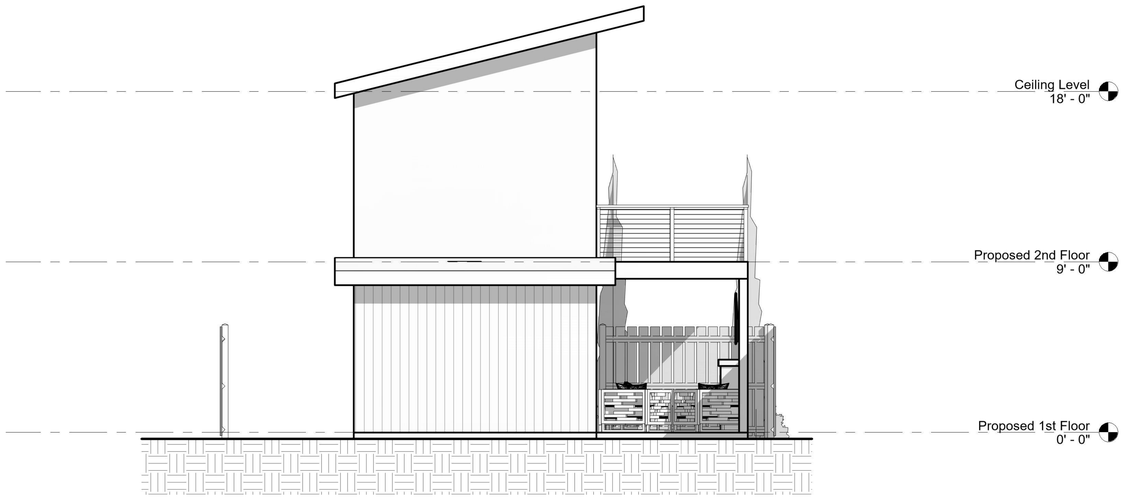
Release For Construction

Proposed Elevation

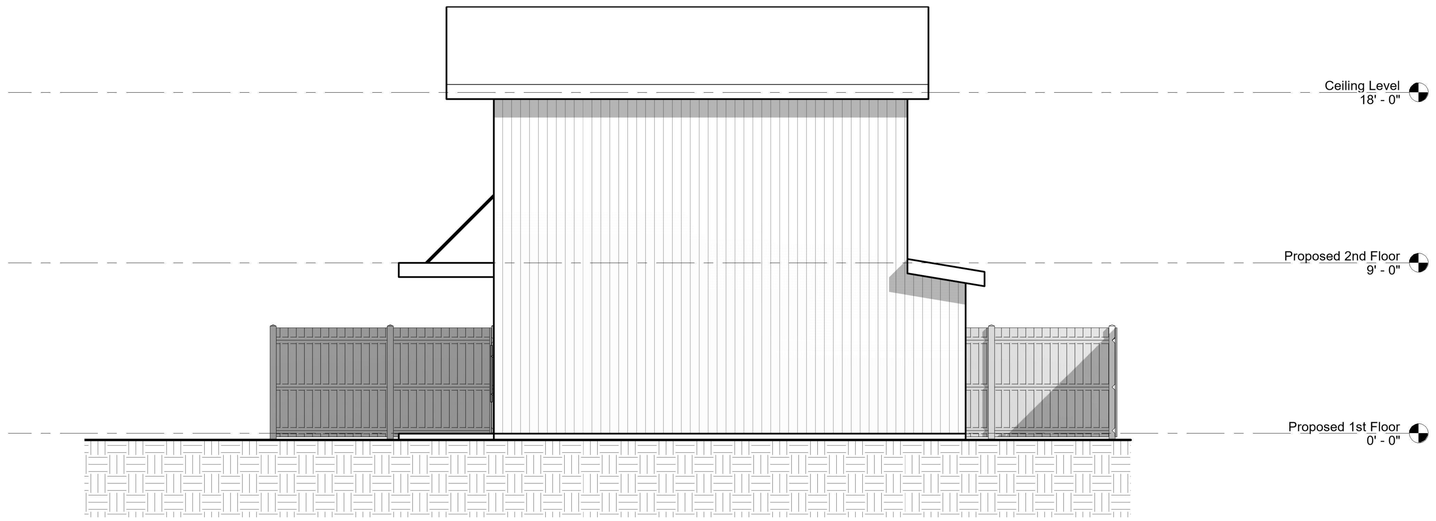
Date	8/6/2021 6:17:51 PM
Drawn by	Author
Checked by	Checker

A-104

Scale 1/4" = 1'-0"



1 North Elevation
1/4" = 1'-0"



2 East Elevation
1/4" = 1'-0"

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Proposed Elevation

Date	8/6/2021 6:17:57 PM
Drawn by	Author
Checked by	Checker

A-105

Scale 1/4" = 1'-0"

Door Schedule			
Mark	Family and Type	Head Height	Width
167	Door-Interior-Single-Pocket-2_Panel-Wood: 30" x 80"	6' - 8"	2' - 6"
168	2_Panel_Bifold_Door_18618: 30" x 84"	7' - 0"	2' - 6"
169	Sliding_Glass_Door_18461: Sliding_Glass_Door_18461	7' - 0"	6' - 0"
173	Door-Interior-Double-Sliding-2_Panel-Wood: 48" x 80"	6' - 8"	4' - 0"
175	Door-Interior-Single-2_Panel-Wood: 30" x 80"	6' - 8"	2' - 6"
176	Sliding_Glass_Door_18461: Sliding_Glass_Door_18461	7' - 0"	6' - 0"
178	Sliding_Glass_Door_18461: Sliding_Glass_Door_18461	7' - 0"	6' - 0"

Window Schedule				
Type Mark	Family and Type	Sill Height	Height	Width

AD DESIGNS LLC

MODEL 3

Project Address

OWNER:

Name:
Company:
Contact:

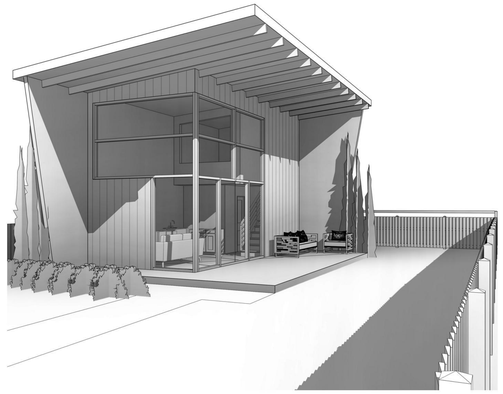
Release For Construction

Schedules

Date	8/6/2021 6:18:01 PM
Drawn by	Author
Checked by	Checker

A-106

Scale



Residential New Construction

1 Bedroom 1 Bathroom

Model 1 = 585 sqft

General Notes

1. GENERAL NOTES APPLY TO ALL DRAWINGS

2. DO NOT SCALE DRAWINGS. ANY DIMENSIONAL INFORMATION REQUIRED WHICH IS NOT INDICATED ON DRAWING DIMENSION STRINGS SHALL BE OBTAINED FROM THE ARCHITECT.

3. DIMENSIONS SHOWN ARE FINISH SURFACE OF EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.

4. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS (I.E. EXISTING MATERIALS, FRAMING MEMBER SIZES AND LOCATIONS, METHODS OF CONSTRUCTION). IF DISCREPANCIES ARE FOUND, NOTIFY ARCHITECT BEFORE PROCEEDING WITH WORK.

5. CONTRACTOR SHALL PAY ALL PERMIT FEES.

6. CONTRACTOR SHALL MAINTAIN THE IMMEDIATE CONSTRUCTION SITE IN A SECURE, CLEAN AND SAFE MANNER.

7. PROTECTION: CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO PROTECT THE PUBLIC FROM INJURY AND ADJACENT PROPERTY DAMAGES DURING CONSTRUCTION AS REQUIRED BY LOCAL CODES.

8. REPAIR ALL EXISTING CONSTRUCTION AFFECTED BY NEW WORK TO ITS ORIGINAL CONDITION

Code Summary

International Building Code,
2018 Edition, with Georgia Amendments (2020)

International Residential Code,
2018 Edition, with Georgia Amendments (2020)

International Fire Code,
2018 Edition, with Georgia Amendments (2020)

International Plumbing Code,
2018 Edition, with Georgia Amendments (2020)

International Mechanical Code,
2018 Edition, with Georgia Amendments (2020)

International Fuel Gas Code,
2018 Edition, with Georgia Amendments (2020)

National Electrical Code,
2017 Edition, with no Georgia Amendments (Effective 1/1/2018)

International Energy Conservation Code,
2015 Edition, with Georgia Supplements and Amendments(2020)

International Swimming Pool and Spa Code,
2018 Edition, with Georgia Amendments(2020)

NFPA 101 -
Life Safety Code 2018 Edition with State Amendments (2020)

Building Square Footage

Basment:
1st Floor:
2nd Floor:
Garage:

Total:

Heated Area	Unheated Area
Basment: 1st Floor: 2nd Floor: Total:	2 Car Garage : Rear Deck : Front Patio: Total:

Overall Total:

Sheet Number	Sheet Name
A-100	Cover Sheet
A-101	General Note
A-102	Proposed 1st Floor Plan
A-103	Proposed 2nd Floor Plan
A-104	Proposed Elevation
A-105	Proposed Elevation
A-106	Schedules
A-107	Area Plan
A-108	Sections
A-109	Stair Details
E1	Electrical Plan
S1	Structural Details
S2	Structural Notes
S101	1st Floor Framing Plan
S103	Foundation Plan
S-105	Roof Plan
S-106	Deck Details

Scope of Work

Addition 2,263 sqft
Adding Second Floor
Expanding Garage
Interior Layout Change
New Electrical Fixtures
New Plumbing Fixture
New Windows
New Doors
Adding Rear Deck
New Landscaping
New Driveway

AD DESIGNS LLC

Model 1
Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Cover Sheet

Date	8/6/2021 5:45:29 PM
Drawn by	A. Dunston
Checked by	Checker

A-100

Scale

GENERAL NOTES AND SPECIFICATIONS
THE GENERAL CONTRACTOR SHALL FULLY COMPLY WITH THE 2015 IBC AND ALL ADDITIONAL STATE AND LOCAL CODE REQUIREMENTS. 2015 IEC AND 2015 IMC SHALL BE USED.
THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS. THE CONTRACTOR SHALL ALSO PERFORM COORDINATION WITH ALL UTILITIES AND STATE SERVICE AUTHORITIES.
WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY DESIGNER OF ANY VARIATIONS FROM THESE DRAWINGS.
THIS DESIGNER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR, OR FAILURE OF ANY OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. AND DEFECT DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF DESIGNER/OWNER BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK.

DESIGN CRITERIA: 2015 IRC AND IBC
ROOF: 30 PSF SNOW LOAD
*8 PSF TOP CHORD DEAD LOAD.
*7 PSF BOTTOM CHORD DEAD LOAD.
*5 PSF NET WIND UPLIFT.
FLOOR: 40 PSF LL.
*10 PSF TOP CHORD DL.
*5 PSF BOTTOM CHORD DL.
SOIL: *2,000 PSF ALLOWABLE (ASSUMED) TO BE AT TIME OF EXCAVATION
FROST DEPTH: *30"
SEISMIC ZONE: B, (ASSUMED)
WIND: 115 MPH (115 MPH 3 SEC GUST), EXPOSURE C. (ASSUMED)
THIS STRUCTURE SHALL BE ADEQUATELY BRACED FOR WIND LOADS UNTIL THE ROOF, FLOOR AND WALLS HAVE BEEN PERMANENTLY FRAMED TOGETHER AND SHEATHED.
INSTALL POLYISOCYANURATE FOAM TYPE INSULATION AT FLOOR AND PLATE LINES, OPENINGS IN PLATES, CORNER STUD CAVITIES AND AROUND DOOR AND WINDOW ROUGH OPENING CAVITIES.
INSTALL WATERPROOF GYPSUM BOARD AT ALL WATER SPLASH AREAS TO MINIMUM 70" ABOVE SHOWER DRAINS.
INSULATE WASTE LINES FOR SOUND CONTROL.
EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS, PROVIDE 90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING TUB AND / OR SHOWER AND IN LAUNDRY ROOMS.
ALL RECESSED LIGHTS IN INSULATED CEILINGS TO HAVE THE I.C. LABEL.
PROVIDE SOLID BLOCKING UNDER ALL BEARING WALLS PERPENDICULAR TO JOISTS AND OTHER BEARING POINTS NOT OTHERWISE PROVIDED WITH SUPPORT.

NAILING NOTES: (PER IRC TABLE R602.3(1))
JOIST TO SILL OR GIRDER TOE NAIL (3)-8d
BRIDGING TO JOIST TOE NAIL EA. END (2)-8d
SOLE PLATE TO JOIST OR BLK'G FACE NAIL 16d @ 16"OC
STUD TO SOLE PLATE TOE NAIL (4)-8d, END NAIL (2) 16d
TOP PLATE TO STUD END NAIL (2)-16d
DOUBLE STUDS FACE NAIL 16d @ 24" OC
DOUBLE TOP PLATES FACE NAIL 16d @ 16" OC
CONTINUOUS HEADER, TWO PIECES 16d @ 16" OC ALONG EA. EDGE
BUILT-UP HEADER, TWO PIECES
W/ 1/2" SPACER 16d @ 16" OC ALONG EA. EDGE
TOP PLATES, LAPS AND INTERSECTIONS FACE NAIL (2)-16d
CEILING JOISTS TO PLATE TOE NAIL (3)-8d
CONTINUOUS HEADER TO STUD TOE NAIL (4)-8d
CEILING JOISTS, LAPS OVER PARTITIONS FACE NAIL (3)-10d
CEILING JOISTS TO PARALLEL RAFTERS FACE NAIL (3)-10d
RAFTER TO PLATE TOE NAIL (2)-16d
1" BRACE TO EACH STUD AND PLATE FACE NAIL (2)-8d
BUILT-UP CORNER STUDS 10d @ 24" OC
2" PLANKS (2)-16d @ EA.BRG.
1/2" PLYWOOD ROOF AND WALL EDGES 8d @ 6" OC
SHEATHING INTERMEDIATE 8d @ 12" OC
3/4" PLYWOOD SUBFLOOR EDGES 8d @ 6" OC
INTERMEDIATE 8d @ 12" OC
2x MULTIPLE JOISTS - STAGGER @ 15" OC
W/(2) @ EA. END OR SPLICE (3) OR FEWER 16d NAILS (4) OR MORE 1/2" DIA M.B. W/ STANDARDNUT AND WASHERS.

RAILING NOTES:
STAIRWAYS SHALL HAVE A MIN. WIDTH OF 34". HAND RAILS MAY ENCROACH A MAX. OF 3 1/2" INTO THE REQUIRED WIDTH.
TREADS SHALL HAVE A MIN. WIDTH OF 9". STAIR TREADS MUST BE UNIFORM AND CAN NOT VARY FROM THE LARGEST TO THE SMALLEST BY MORE THAN 3/8".
STAIRWAYS SHALL HAVE MIN. 6'-8" OF HEADROOM AT THE NOSE OF THE STAIR.
ENCLOSED USABLE SPACE UNDER INTERIOR STAIRS SHALL BE PROTECTED ON THE ENCLOSED FACE WITH 5/8" TYPE "X" GYPSUM WALL BOARD.
STAIRWAYS SHALL HAVE AT LEAST ONE HANDRAIL LOCATED 34" TO 38" ABOVE THE NOSING OF TREADS AND LANDINGS. THE HAND GRIP PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1-1/2" OR GREATER THAN 2" IN CROSS-SECTIONAL DIMENSION.
HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS. THE ENDS OF HANDRAILS SHALL RETURN TO WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL.
STAIRWAYS HAVING LESS THAN 2 RISERS DO NOT REQUIRE A HAND RAIL.
34" MIN. HEIGHT GUARDRAILS SHALL BE PROVIDED FOR AT PORCHES, DECKS, BALCONIES, STAIRWAYS AND LANDINGS WHERE THE ADJACENT SURFACE IS GREATER THAN 24" BELOW.
RAILING AND GUARDRAIL BALUSTER SPACING SHALL BE NO GREATER THAN 4".
THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD, AND BOTTOM OF GUARDRAIL SHALL NOT ALLOW A 6" DIAMETER SPHERE TO PASS THROUGH.
EXTERIOR SPIRAL STAIRS TO BE FABRICATED AND INSTALLED PER THE MFG. INSTRUCTIONS.

GRADING NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
3. FINAL GRADE TO CONVEY SURFACE DRAINAGE TOWARD ROCK CHANNELS AND
DISPERSION TRENCHES.
4. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED TO REMOVE TREES, VEGETATION,
ROOTS AND OTHER OBJECTIONABLE MATERIAL AND STRIPPED OF TOPSOIL.
5. PLACE FILL SLOPES WITH A GRADIENT STEEPER THAT 3:1 IN LIFTS NOT

VENTILATION NOTES:
ALL COMBUSTION APPLIANCES WILL BE VENTED DIRECTLY TO THE EXTERIOR.
FURNACE FIREBOX AND TANKLESS WATER HEATER SHALL HAVE OUTSIDE COMBUSTION AIR SUPPLY PURSUANT TO REGIONAL AND LOCAL CODES.
ATTIC SHALL HAVE VENTILATION EQUAL TO 1 SQ. FOOT PER 150 SQ. FEET OF ATTIC
SPACE. VENTILATION SHALL BE PROTECTED FROM SNOW AND RAIN AND SHALL BE
COVERED WITH GALVANIZED WIRE SCREEN. OPENINGS SHALL BE LOCATED TO
PROVIDE CROSS VENTILATION.
EXHAUST ALL VENTS AND FANS DIRECTLY TO OUTSIDE VIA METAL DUCTS, PROVIDE
90 CFM (MIN) FANS TO PROVIDE 5 AIR CHANGES PER HOUR IN BATHS CONTAINING
TUB AND / OR SHOWER AND IN LAUNDRY ROOMS.
GARAGES SHALL BE VENTED WITH 60 SQUARE INCHES LOCATED 6" ABOVE THE
FLOOR SURFACE.
UNDER FLOOR SPACES SHALL HAVE VENTILATION EQUAL TO ONE SQ. FOOT PER 150
SQ. FEET OF FLOOR SPACE. VENTS SHALL BE CAST INTO THE CONCRETE STEM
WALLS AND COVERED WITH GALVANIZED WIRE SCREEN. VENTS SHALL BE LOCATED
TO PROVIDE CROSS VENTILATION.

AD DESIGNS LLC

Model 1
Project Address

OWNER:
Name:
Company:
Contact:

Release For Construction

General Note

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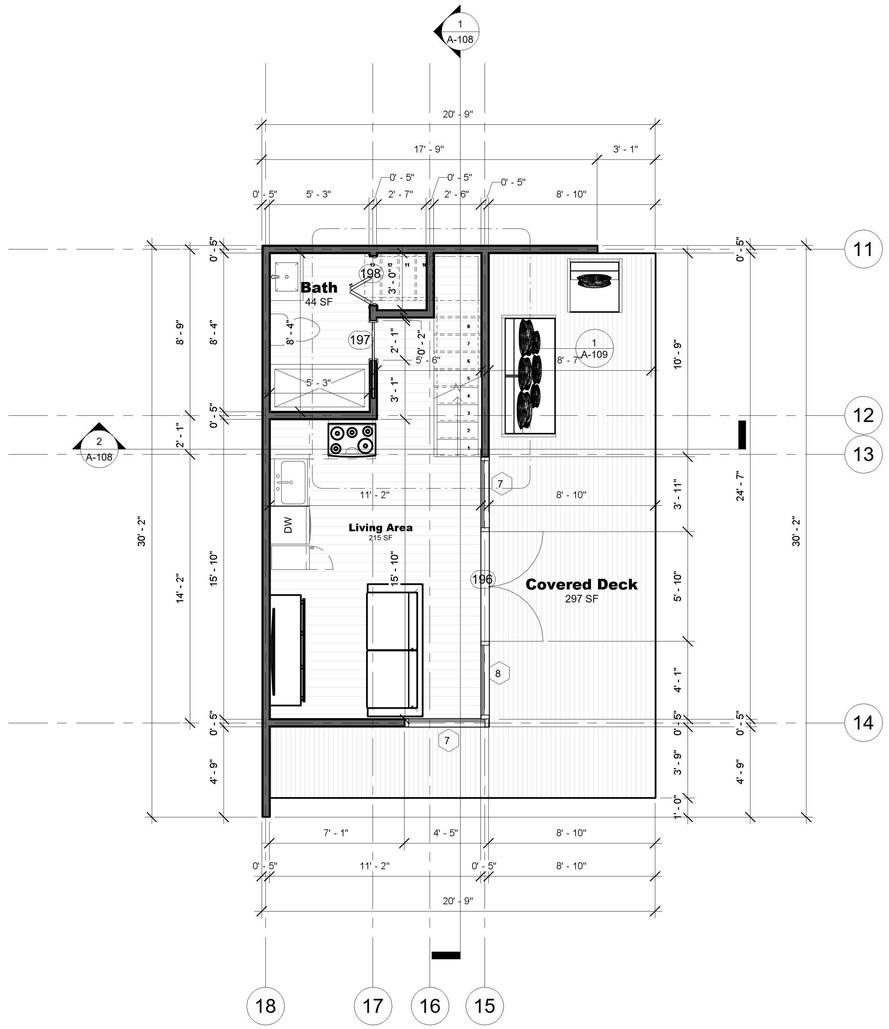
Drawn by	Author
Checked by	Checker

A-101

Scale



1 Proposed 1st Floor
1/4" = 1'-0"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

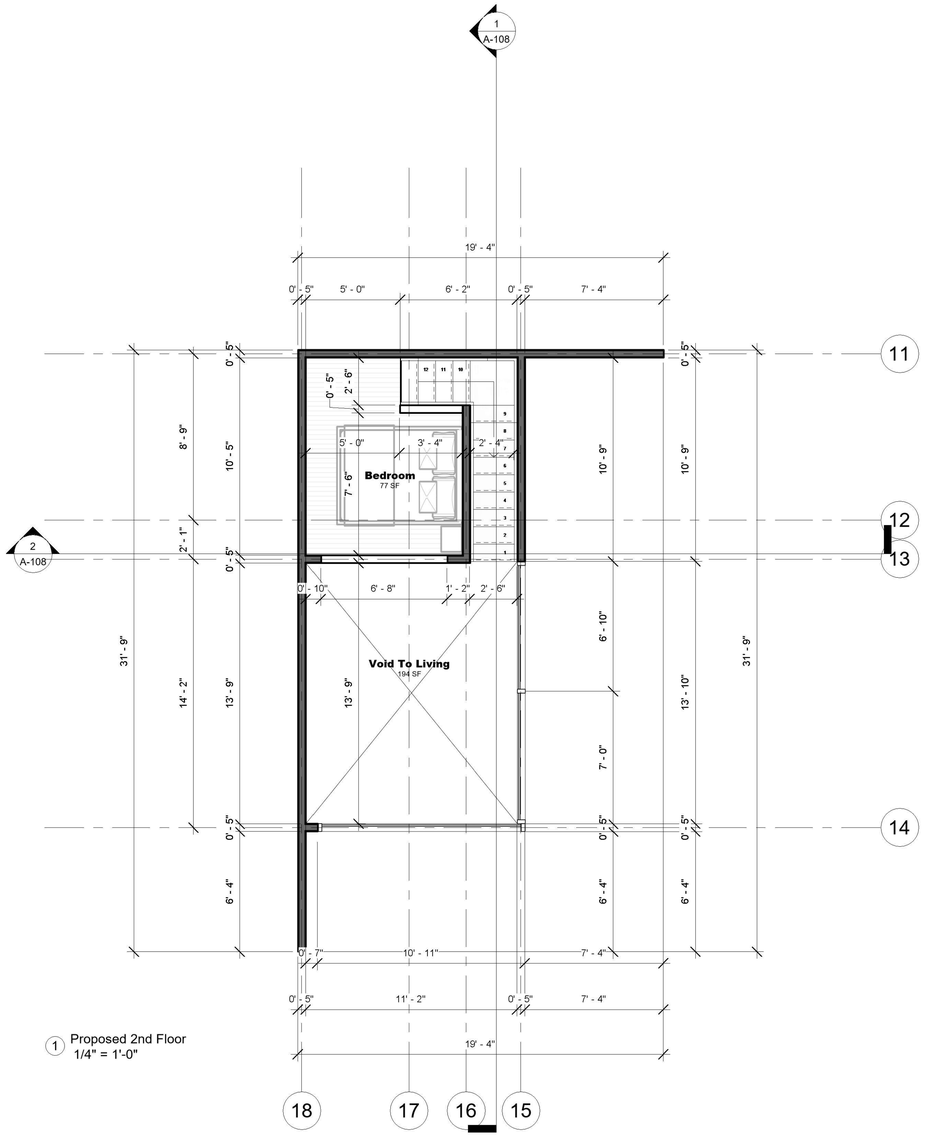
Release For Construction

Proposed 1st Floor Plan

Date	8/6/2021 5:45:35 PM
Drawn by	Author
Checked by	Checker

A-102

Scale 1/4" = 1'-0"



1 Proposed 2nd Floor
1/4" = 1'-0"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

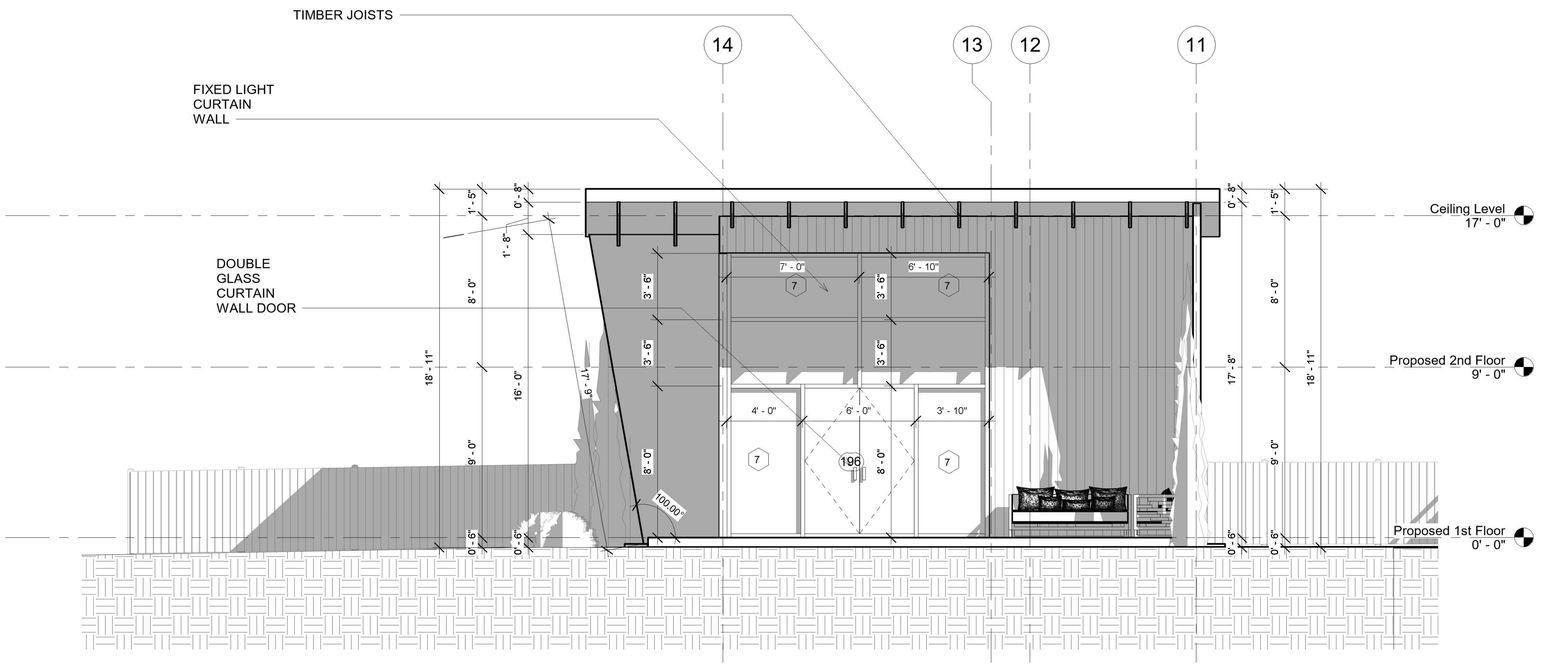
Release For Construction

Proposed 2nd Floor Plan

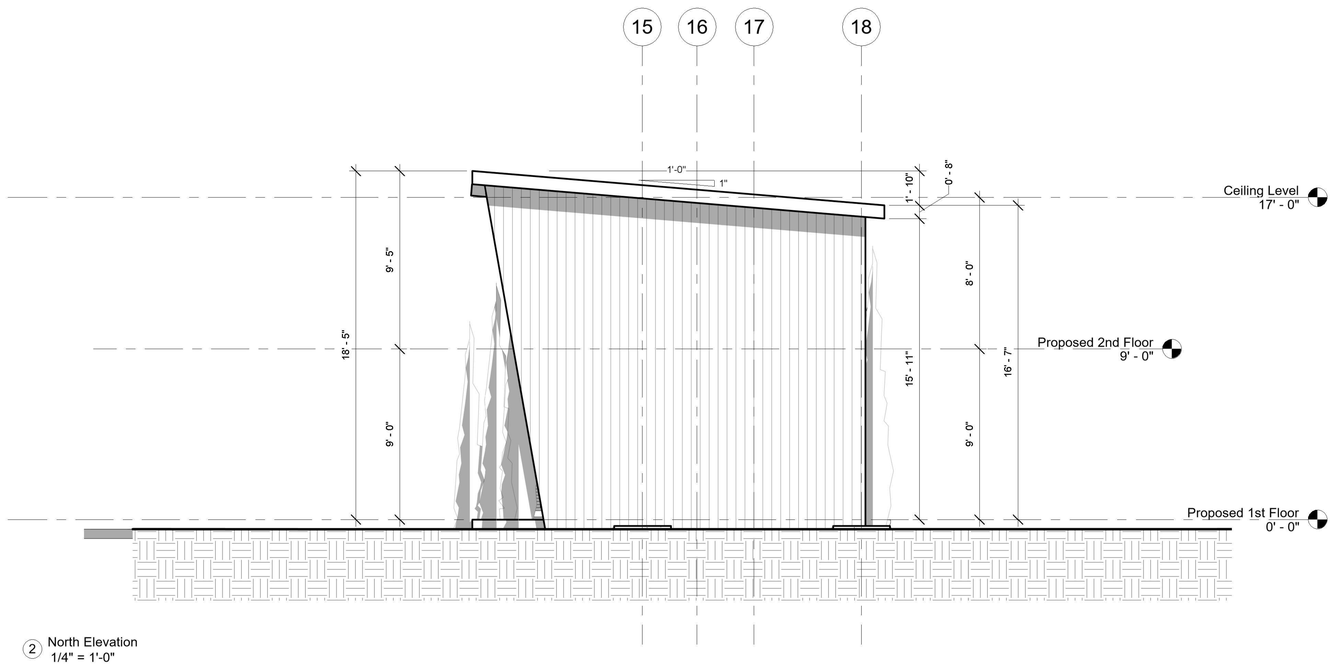
Date	8/6/2021 5:45:38 PM
Drawn by	Author
Checked by	Checker

A-103

Scale 1/4" = 1'-0"



1 East Elevation
1/4" = 1'-0"



2 North Elevation
1/4" = 1'-0"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

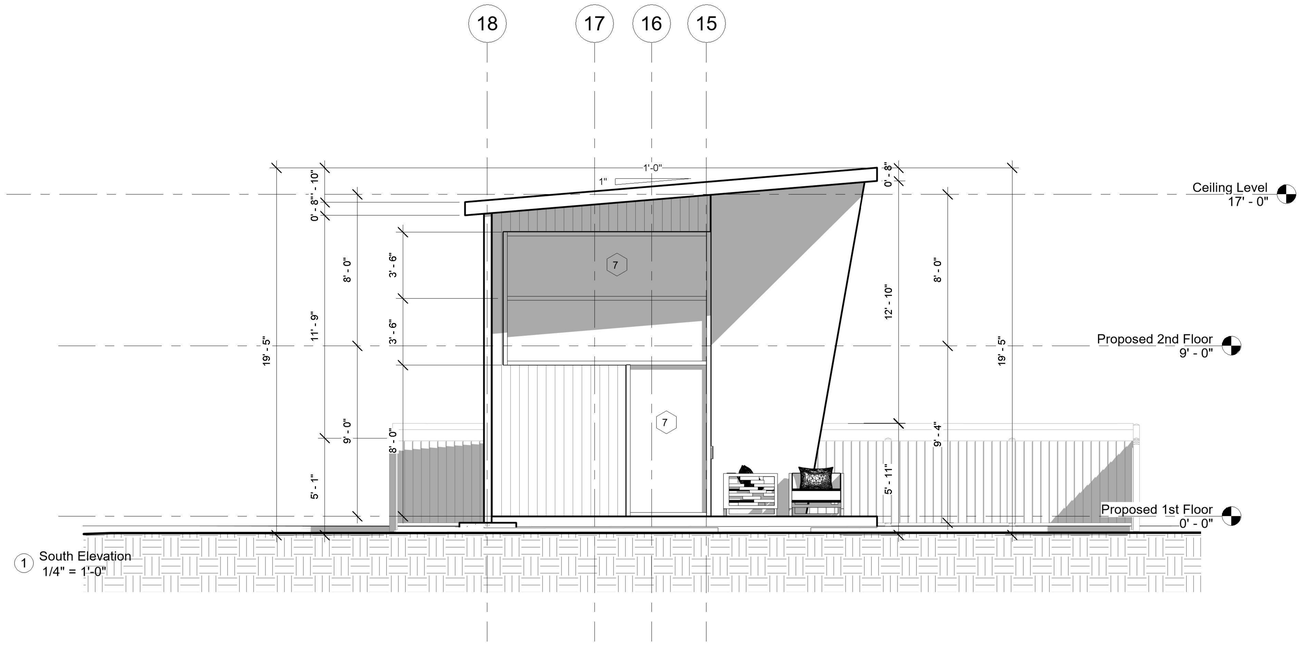
Release For Construction

Proposed Elevation

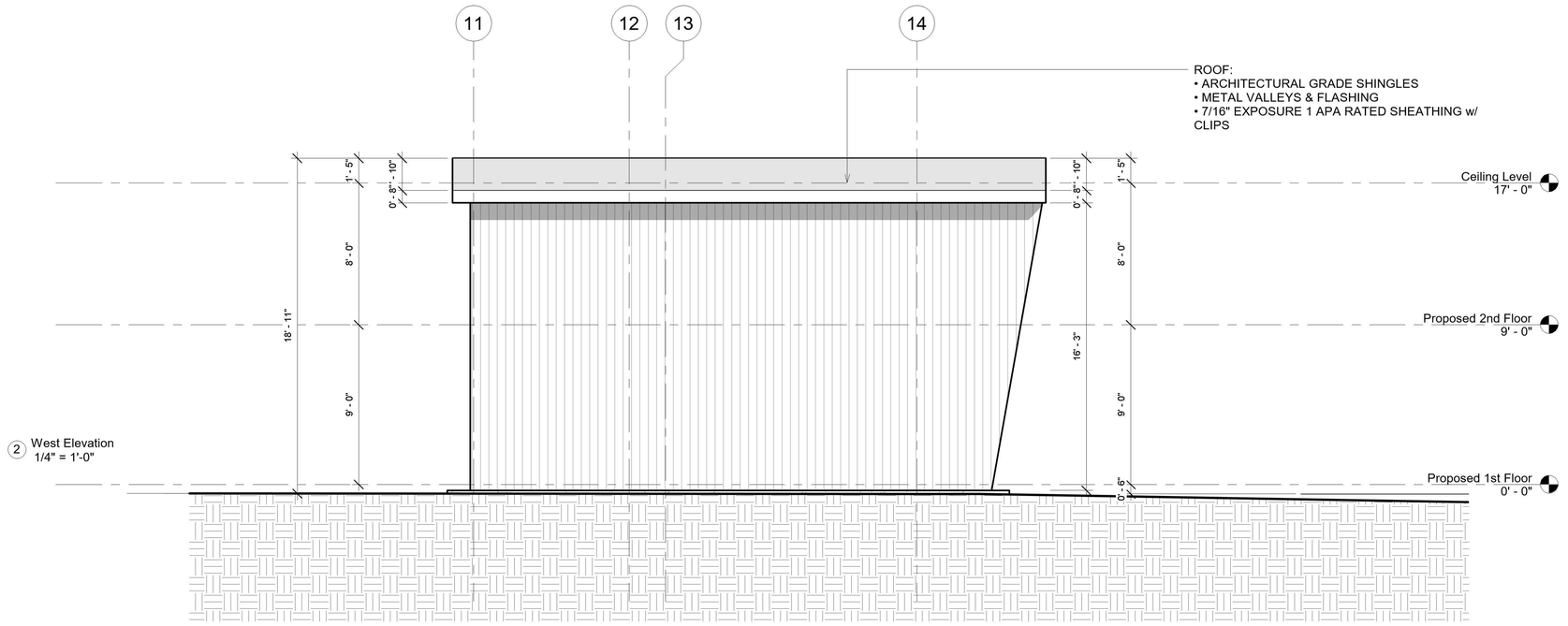
Date	8/6/2021 5:45:42 PM
Drawn by	Author
Checked by	Checker

A-104

Scale 1/4" = 1'-0"



1 South Elevation
1/4" = 1'-0"



2 West Elevation
1/4" = 1'-0"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Proposed Elevation

Date	8/6/2021 5:45:46 PM
Drawn by	Author
Checked by	Checker

A-105

Scale 1/4" = 1'-0"

Door Schedule			
Mark	Family and Type	Head Height	Width
196	Door-Curtain-Wall-Double-Glass: Door-Curtain-Wall-Double-Glass		
197	Door-Interior-Single-Pocket-2_Panel-Wood: 24" x 80"	6' - 8"	2' - 0"
198	2_Panel_Bifold_Door_18618: 30" x 84"	7' - 0"	2' - 6"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

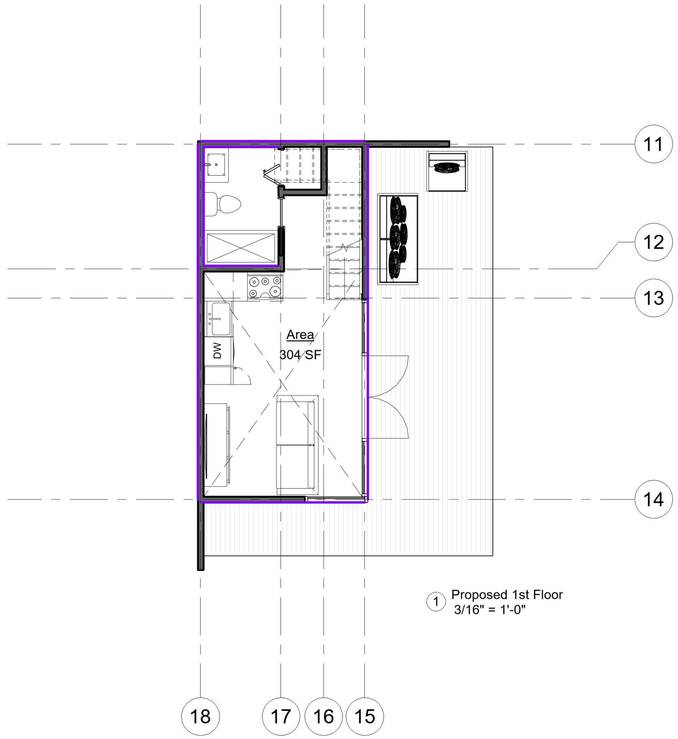
Release For Construction

Schedules

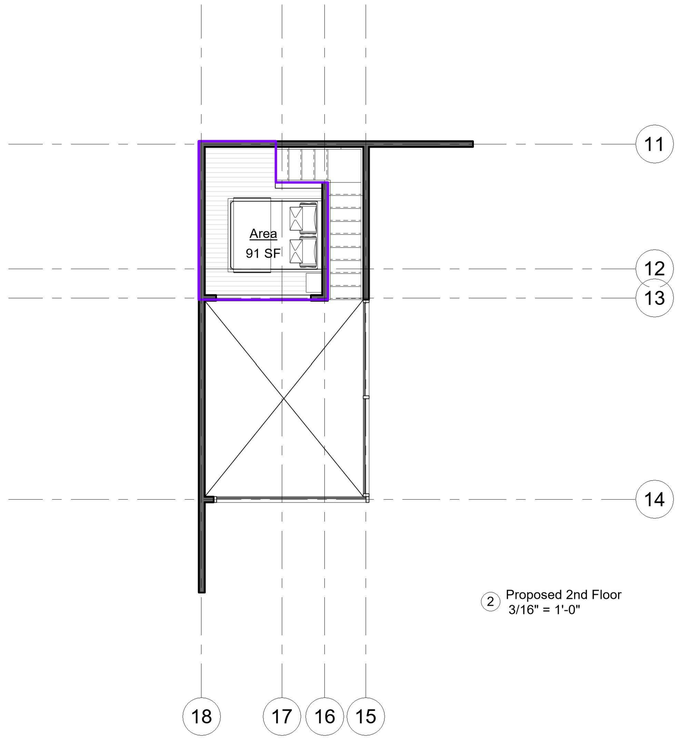
Date	8/6/2021 5:45:48 PM
Drawn by	Author
Checked by	Checker

A-106

Scale



1 Proposed 1st Floor
3/16" = 1'-0"



2 Proposed 2nd Floor
3/16" = 1'-0"

Room Schedule			
Name	Area	Perimeter	Level
Proposed 1st Floor			
Bath	44 SF	27' - 3 1/8"	Proposed 1st Floor
Covered Deck	297 SF	98' - 3 1/2"	Proposed 1st Floor
Living Area	215 SF	71' - 6 11/32"	Proposed 1st Floor
Proposed 2nd Floor			
Void To Living	194 SF	79' - 8 3/32"	Proposed 2nd Floor
Bedroom	77 SF	37' - 4 1/2"	Proposed 2nd Floor

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

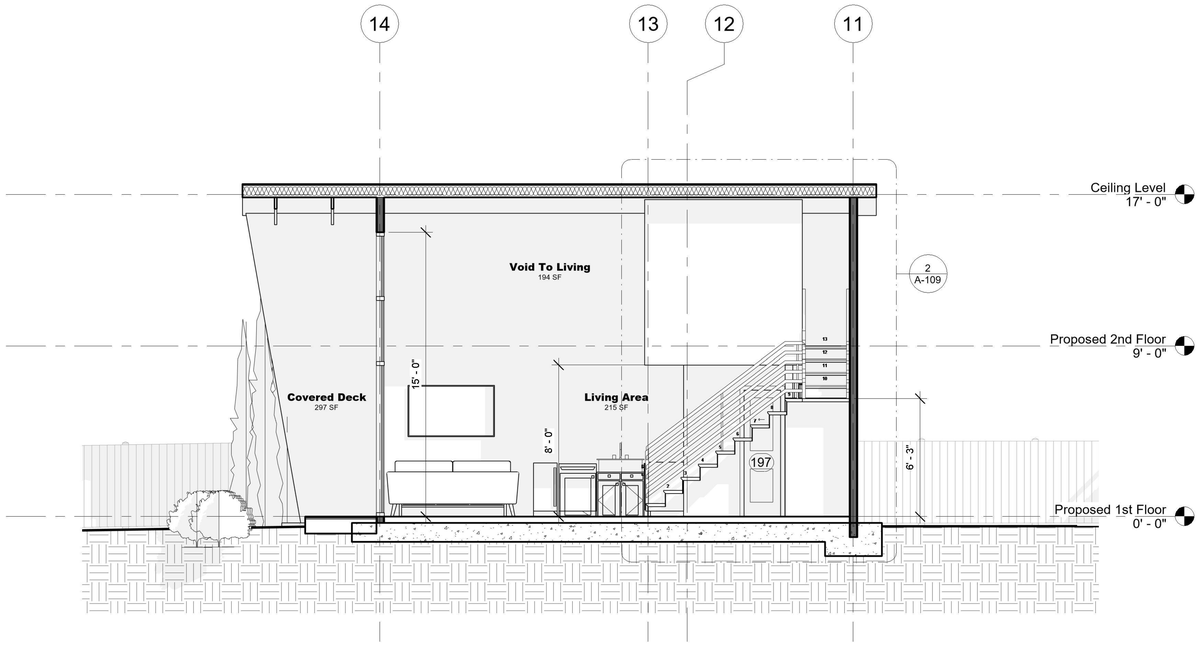
Release For Construction

Area Plan

Date	8/6/2021 5:45:51 PM
Drawn by	Author
Checked by	Checker

A-107

Scale 3/16" = 1'-0"



1 Section 1
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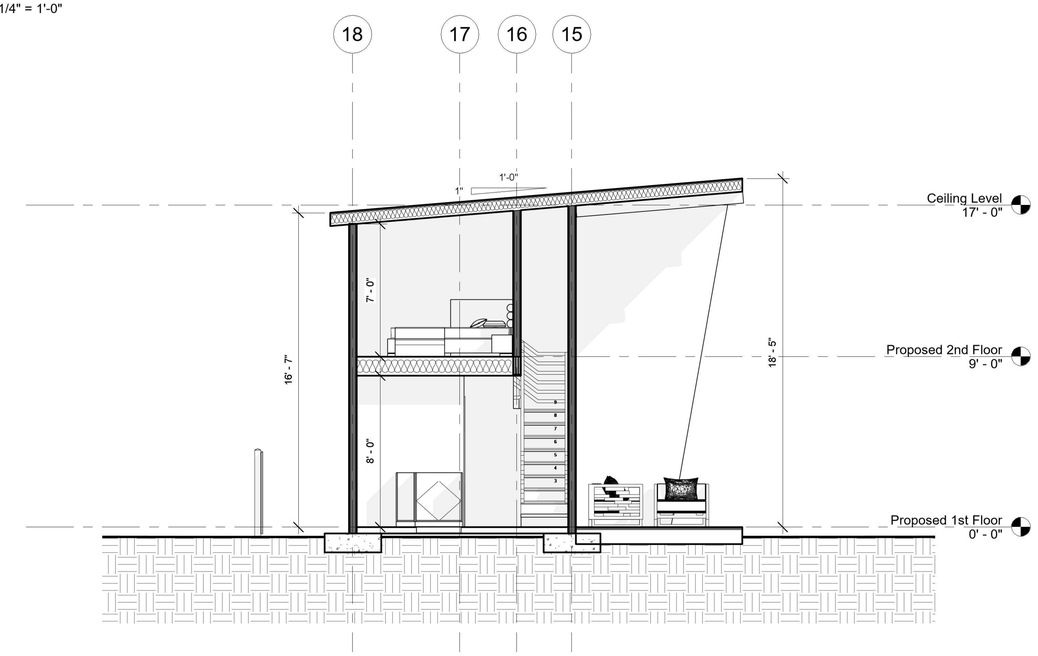

2 Section 2
1/4" = 1'-0"

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Sections

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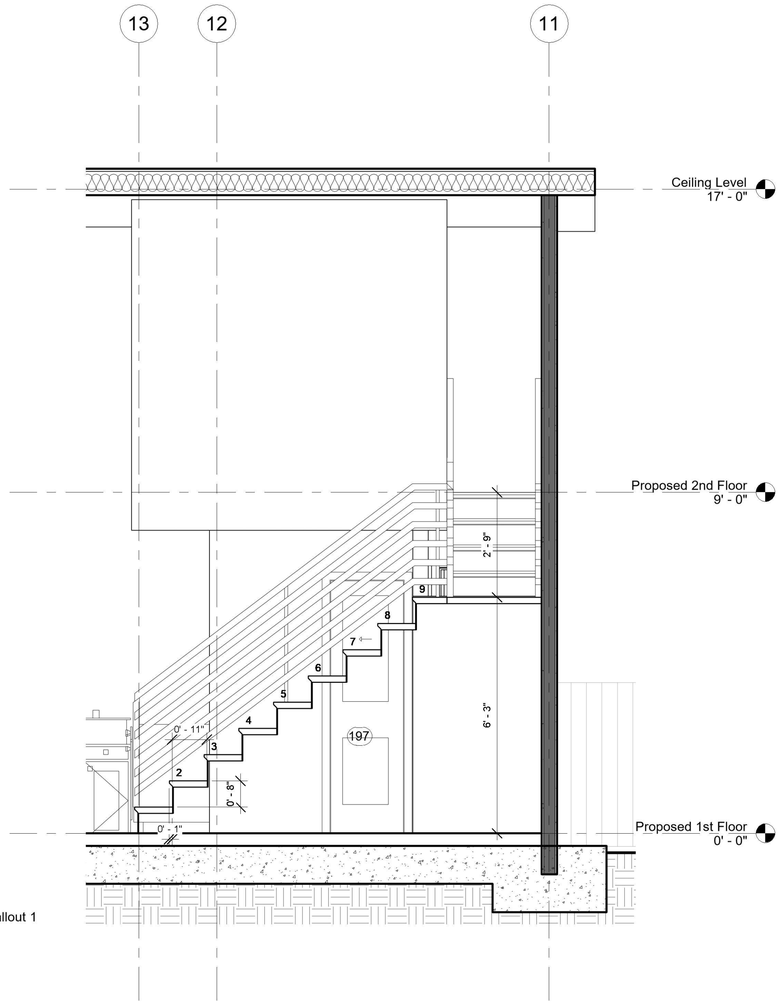
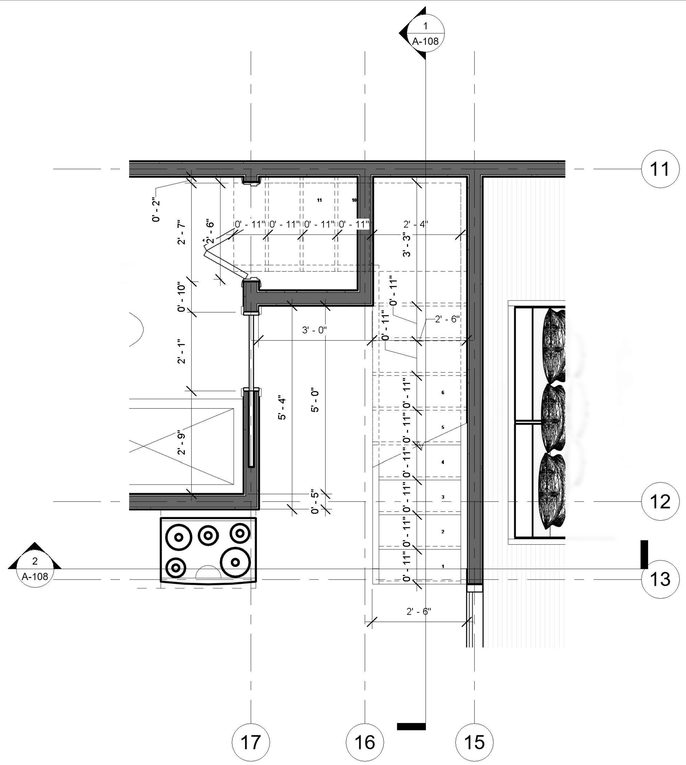
Drawn by	Author
Checked by	Checker

A-108

Scale	1/4" = 1'-0"

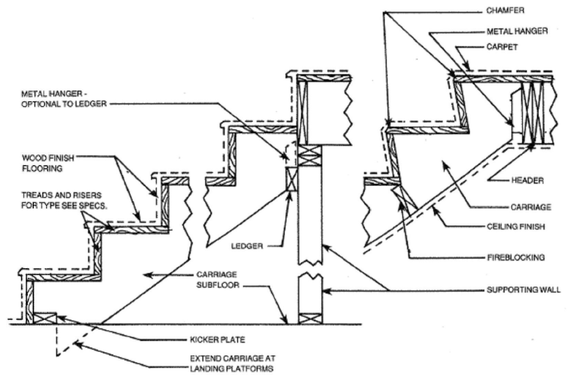


2 Section 1 - Callout 1
1/2" = 1'-0"



1 Proposed 1st Floor - Callout 1
1/2" = 1'-0"

Stair Schedule						
Family	Actual Riser Height	Actual Number of Risers	Actual Tread Depth	Base Level	Top Level	Landing Type
Assembled Stair	0' - 8 5/16"	13	0' - 11"	Proposed 1st Floor	Proposed 2nd Floor	Non-Monolithic Landing



DETAIL 8/H
FINISHED WOOD STAIRS

STAIRS & RAILING NOTES:

STAIRWAYS SHALL HAVE A MIN.WIDTH OF 34". HAND RAILS MAY ENCROACH A MAX. OF 3 1/2" INTO THE REQUIRED WIDTH.

TREADS SHALL HAVE A MIN. WIDTH OF 9". STAIR TREADS MUST BE UNIFORM AND CAN NOT VARY FROM THE LARGEST TO THE SMALLEST BY MORE THAN 3/8".

STAIRWAYS SHALL HAVE MIN. 6'-8" OF HEADROOM AT THE NOSE OF THE STAIR.

ENCLOSED USABLE SPACE UNDER INTERIOR STAIRS SHALL BE PROTECTED ON THE ENCLOSED FACE WITH 5/8" TYPE "X" GYPSUM WALL BOARD. STAIRWAYS SHALL HAVE AT LEAST ONE HANDRAIL LOCATED 34" TO 38" ABOVE THE NOSING OF TREADS AND LANDINGS.

THE HAND GRIP PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1-1/2" OR GREATER THAN 2" IN CROSSSECTIONAL DIMENSION.

HANDRAILS SHALL BE CONTINUOUS THE FULL LENGTH OF THE STAIRS.

THE ENDS OF HANDRAILS SHALL RETURN TO WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL.

STAIRWAYS HAVING LESS THAN 2 RISERS DO NOT REQUIRE A HAND RAIL.

34" MIN. HEIGHT GUARDRAILS SHALL BE PROVIDED FOR AT PORCHES, DECKS, BALCONIES, STAIRWAYS AND LANDINGS WHERE THE ADJACENT SURFACE IS GREATER THAN 24" BELOW.
RAILING AND GUARDRAIL BALUSTER SPACING SHALL BE NO GREATER THAN 4".

THE TRIANGULAR OPENINGS FORMED BY THE RISER, TREAD, AND BOTTOM OF GUARDRAIL SHALL NOT ALLOW A 6" DIAMETER SPHERE TO PASS THROUGH.

EXTERIOR SPIRAL STAIRS TO BE FABRICATED AND INSTALLED PER THE MFG. INSTRUCTIONS

AD DESIGNS LLC

Model 1

Project Address

OWNER:

Name:
Company:
Contact:

Release For Construction

Stair Details

Date	8/6/2021 5:45:58 PM
Drawn by	Author
Checked by	Checker

A-109

Scale 1/2" = 1'-0"

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE NO. 2021-_____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK, GEORGIA BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 3120 GODBY ROAD; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of College Park, Georgia (the "City") is the Mayor and Council thereof; and

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

WHEREAS, the subject parcel of real property consists of approximately 3.1 acres located at 3120 Godby Road, according to the present system of numbering property in College Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 130067LL0756) (the "Property"); and

WHEREAS, the Property is currently zoned R1 – Low Density Residential; and

WHEREAS, the owners ("Applicant") of the Property filed an application requesting that the governing body rezone the Property to RM – Multi Family Residential, for construction of a detached condominium cottage home development; and

WHEREAS, the City Planner and Planning Commission recommend approval of the application, subject to certain conditions included in the City Staff Report, attached hereto as Exhibit A, which report is hereby incorporated by reference herein; and

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

WHEREAS, the governing body of the City desires to rezone the Property to RM – Multi Family Residential, subject to certain conditions to ensure consistency with the City's comprehensive plan and future land use plan; and

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

WHEREAS, the adoption of this Ordinance supports the City's goal of providing additional home-ownership opportunities; and

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

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

Section 1. That certain parcel of real property consisting of approximately 3.1 acres located at 3120 Godby Road, according to the present system of numbering property in College Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 130067LL0756) is hereby rezoned from R1 – Low Density Residential to RM – Multi Family Residential. Such rezoning is to be noted on the official City of College Park Zoning Map approved by the Mayor and Council as soon as reasonably possible following adoption of this Ordinance, along with an

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

1. The development shall be limited to the submitted site plan and the model homes submitted with Applicant's rezoning application.

2. The variances needed for reducing the minimum living area square footage must be approved by the College Park Board of Zoning & Appeals.

3. The applicant must provide a Sound Transfer Coefficient (STC) to guarantee 45 dBA inside the structures, if necessary due to air traffic noise.

4. Prior to applying for permits, the following items must be submitted to and approved by the City Planning Office:

    a. A proposed outdoor lighting plan showing location, height, fixture type, and wattage.

    b. A final development plan drawn to scale, with approximate dimensions, containing all the following information:

        i. Location of proposed connections to public water supply and sanitary sewer service for the development.

        ii. Major storm drainage improvements.

        iii. Open space provision.

        iv. Residential densities.

        v. Height limits.

        vi. Parking areas.

    c. Landscape plan, including extent and location of all plant materials and other landscape features; a plant materials schedule with common and botanical names, sizes, quantities, and method of transplant.

    d. Bonding documentation or other financial guarantees.

5. Applicant must establish a condominium association and provide evidence of such to the City, subject to the following requirements:

a. A condominium association shall be established for the purpose of maintaining all common property not deeded to the city for public purposes and all common elements in compliance with the Georgia Condominium Act and Chapter 5, Article III, Division 2. Condominiums and Condominium Conversions, of the City of College Park Code. Such association documents shall meet the following requirements:

i. Membership in the association must be mandatory for each owner.

ii. Common open space restrictions must be for the maximum duration established by state law and provide for automatic renewal.

iii. The association must be responsible for liability insurance, taxes, and maintenance of common open space and associated recreation areas and facilities.

iv. The association must have the power to levy assessments, enforceable by the imposition of additional penalties, which can become a lien on individual premises for the purpose of paying the cost of operating and maintaining common facilities.

v. The governing board of any such association shall be comprised of a minimum of three (3) members.

b. The developer must run the Condominium Association until at least seventy-five percent (75%) of the homes are owner-occupied.

c. The Condominium Association must enforce that eighty-five percent (85%) of the homes must be owner-occupied at any one time – meaning that only fifteen percent (15%), or four (4) of the twenty-nine (29) homes may be renter-occupied at any one time.

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 intention 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 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.

(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. Unless otherwise provided for herein, penalties in effect for violations of the Code of Ordinances of the City of College Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated 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

[attached]

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9080

DATE: September 29, 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 Roosevelt Hwy

---

PURPOSE: Public Hearing to consider the rezoning of 0 Roosevelt Hwy (Parcel Number: 09F250301270621) from C2 - Community Business to RM - MultiFamily Residential Zoning District.

REASON: Public Hearing to consider the rezoning of 0 Roosevelt Hwy (Parcel Number: 09F250301270621) from C2 - Community Business to RM - MultiFamily Residential 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 RM for the construction of a workforce housing development. The applicant is partnering with the neighboring non-profit which is in the jurisdiction of the City of South Fulton. Staff at the City of South Fulton indicated that the neighboring property will be designated at Multi-Family Residential on their future land use map in their updated Comprehensive Plan, which is compatible with the proposed development. See the attached application and staff report for additional information.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: October 4, 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 C2 to RM and the construction of a workforce housing development.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Nikki Washington

ATTACHMENTS:

- 0 Roosevelt Hwy _StaffReport_10.4.21 (PDF)
- Rezoning Application Package - 0 Roosevelt Hwy 07-30-21 (PDF)
- Boundary Survey - Roosevelt Highway 2021.07.29 (PDF)
- Updated Site Plan 21-0818_Gibson Park_College Park_email (PDF)
- Letter of Support for TBG Development (PDF)

Review:

- Nikki Washington Completed 09/21/2021 11:16 AM
- Sonya Harold Completed 09/27/2021 11:30 AM
- Fire Pending
- Power Completed 09/21/2021 1:33 PM
- Inspections Completed 09/24/2021 2:51 PM
- Engineering Completed 09/29/2021 2:10 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 09/29/2021 1:01 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

Council Ward: Ward 2
Council Member: Derrick Taylor
Planning Commissioner: Alfred Lewis
Planning Commission Meeting Date: August 30, 2021
City Council Hearing: October 4th, 2021
Evaluation Prepared by: Nikki Washington, City Planner

Applicant: TBG Residential
DM Roosevelt III, LLC / Dustin Novak, Managing Member

Location: 0 Roosevelt Hwy (parcel: 09F250301270621)

Lot Size: 6.7 acres +/-

Request: Rezoning from Community Business District (C2) to Multiple family residential district (RM).

Proposed Use: Applicant seeks to develop multi-family residential units with a net density of 72 units (10.7 units per acre).

Current Zoning: C2 (Community Business District)

Current Land Use: Vacant

Future Land Use: Suburban Commercial

Surrounding Properties:

	Current Zoning	Current Land Use
North	**Vacant wooded area**	**Vacant**
East	**N/A**	**South Fulton Parkway Exit Ramp**
South	**M1 (Light Industrial)**	**Treehouse Foods and Jones Transportation, INC**
West	**City of South Fulton city limits (zoning is not indicated on map)**	**2-two story residential buildings and one-1 story residential building.**

Also see the attached maps for reference.

Executive Summary:
The subject property is wooded, vacant land with power easements and several power towers. It is near South Fulton Parkway, at the intersection of South Fulton Parkway and Roosevelt Highway. The western boundary of the subject property is the City of South Fulton. College Park's Future Land Use map identifies Industrial to the south and Business Park to the north. The western side of the property abuts the City of South Fulton city limits. There are no existing structures on site and no existing lakes, streams, or waters on site.

There is a power easement that separates the subject property from the BP – Business Park zoned property to the northwest by more than 300 feet. The industrial zoned properties to the south are across both Roosevelt Hwy and the railroad tracks which provides a separation of over 150 feet. The only adjacent property to the subject property is within the City of South Fulton. The current use of the land is a residential complex consisting of three buildings. The operators of the complex have discussed the project with the applicant and are in support of the development.

The applicant, partnering with the neighboring non-profit property, will be partnering with the complex to provide workforce housing options. The applicant proposes a multi-family development that will have a net density of 72 units (10.7 units per acre). Subject site is approximately 6.7 +/- acres. It will include four buildings. Buildings include a clubhouse and three residential buildings. Of the residential units it will include a 3-story walk up, one-bedroom, two- bedroom and three-bedroom units. The exterior of the property will include a playground, open area and exterior gathering area (covered porch). Initially, the applicant had a 15 ft building set back from the entryway of Roosevelt highway and a 20 ft set back on the east and west sides of property. Based on Article 8. Sec 8.9 in the city of college park code of ordinance, there is a requirement for a highway buffer off of Roosevelt highway. The applicant agreed to the required 50-foot Highway buffer set back on Roosevelt highway. The applicant will not use the full lot size. A third of the property will remain unused and there is an agreement to maintain existing wooded area to the north.

Additional Findings:

The projected site will be open to any College Park residents that qualify as well as persons associated with the partnering nonprofit to rent from the property as well. The applicant has been made aware of the square foot requirements per unit as well as provided additional items of amenities for the property site. Following the 50-foot setback, the entrance of the property will have landscaping to provide a decorative approach to the front entrance of the property.

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?**

The proposed amendment would not be typically consistent with the city's land use and development plans based on the property across the street which is currently zoned M1 (light industrial) and the northern property zone BP (Business Park).

However, the adjacent property to the west of proposed development is within the City of South Fulton City limits and would be consistent/compatible based on it currently consisting of three residential

buildings. Of these residential buildings, there are two 2-story buildings and one 1-story building. The Planning Department of the City of South Fulton indicated that the adjacent property will be designated as multifamily residential in their updated Comprehensive Plan. In addition, the buffer on the east portion of the subject site is 20-ft between proposed development and neighboring property as well as an additional wooded buffer north of the property that will maintain the aesthetic integrity of the area and be deemed a tree preservation area.

There is a power easement that separates the subject property from the BP – Business Park zoned property to the north by more than 300 feet. The industrial zoned properties to the south are across both Roosevelt Hwy and the railroad tracks which provides a separation of over 150 feet.

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

The proposed amendment may have a slight increase in traffic during rush hour typically on Roosevelt Hwy. Vehicles of residential occupants will take this route to get to and from work. This development will also not be associated with any work trucks or tractor trailers 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 requested development will be concentrated on the interior of the site in addition, the proposed development will provide affordable housing options that the city is striving to increase in the area.

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. There will be additional lighting adding within the proposed development.

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 development is a low impact multi-family development that will maintain wooded area north of development property.

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.

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 of the surrounding development. The current area is a wooded area and alternatively, traditional development can cause harm to the nature of the wooded nature of the site by the removal of such. The applicant will not develop on the total masses of the lot and will maintain wooded area to provide preservation.

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 6.7 +/- acres, 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 create an isolated district as it is currently zoned C2 and across the street from Light Industrial zoning with north of the subject property being currently zoned Business Park. Based on the Future Land Use Map, the subject property is zoned suburban commercial, north of the subject property is business park and south of the subject property is zoned industrial. The subject property is separated from the Light Industrial by Roosevelt Hwy. The subject property is also separated from the northern property by a large power easement. The only property that is adjacent to the subject property is in the City of South Fulton and is currently a residential complex that would be compatible with the proposed use. The neighboring complex is actively participating in the partnership with the development of this subject site. The use would be similar, and it would offer additional housing options for residents participating in the workforce within the City of College Park.

Planning Commission Meeting: There was no public comment on the application for this item. The Commission asked the following questions.

- The applicant explained the project and that TBG will handle all development and construction internally. They will also own the property for at least 15 years and provide management services for the property.
- How does this project fit into the fair housing act? The applicant explained that they will be applying for funding from the DCA and will have to meet those requirements in accordance with state and federal law.
- How will you be marketing these units? TBG has several properties throughout Georgia and has seen the intense need for this housing. They do not anticipate it will be difficult to fill these units based on the current demand.
- How does the neighboring non-profit fit into this plan? The applicant explained that the non-profit is supportive of the project and actually approached the applicant concerning developing the property. There was discussion around the roll of the non-profit and that this is a new dynamic that TBG will be discussing with the non-profit and DCA to see how they can best service both the non-profit and residents of the community.

Planning Commission Recommendation: The commission recommended approval for the rezoning application with the staff conditions as listed.

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. The property owner must maintain the required highway buffer along Roosevelt Hwy with ample landscaping to provide distance and screening from the roadway.

2. The property owner must maintain the wooded area to the northwest of the property to protect the residential uses from the impacts generated by development.

3. Access to the site shall be restricted to Roosevelt Highway.

4. The applicant must establish a clear entranceway to the property with clear signage and landscaping at front entrance of complex.

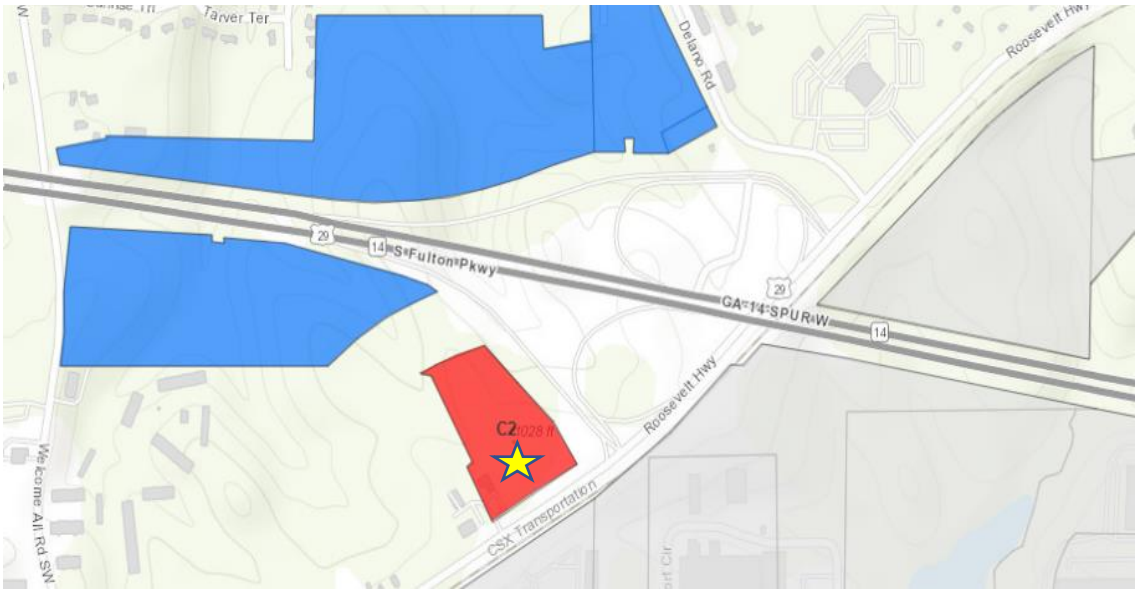
5. The applicant must active all open greenspace areas by providing additional amenities to include benches, lighting, picnic tables, gazebos, or other approved by the City Planner.

6. The applicant must provide a Sound Transfer Coefficient (STC) to guarantee 45 dBA inside the structures if necessary, from air traffic noise.

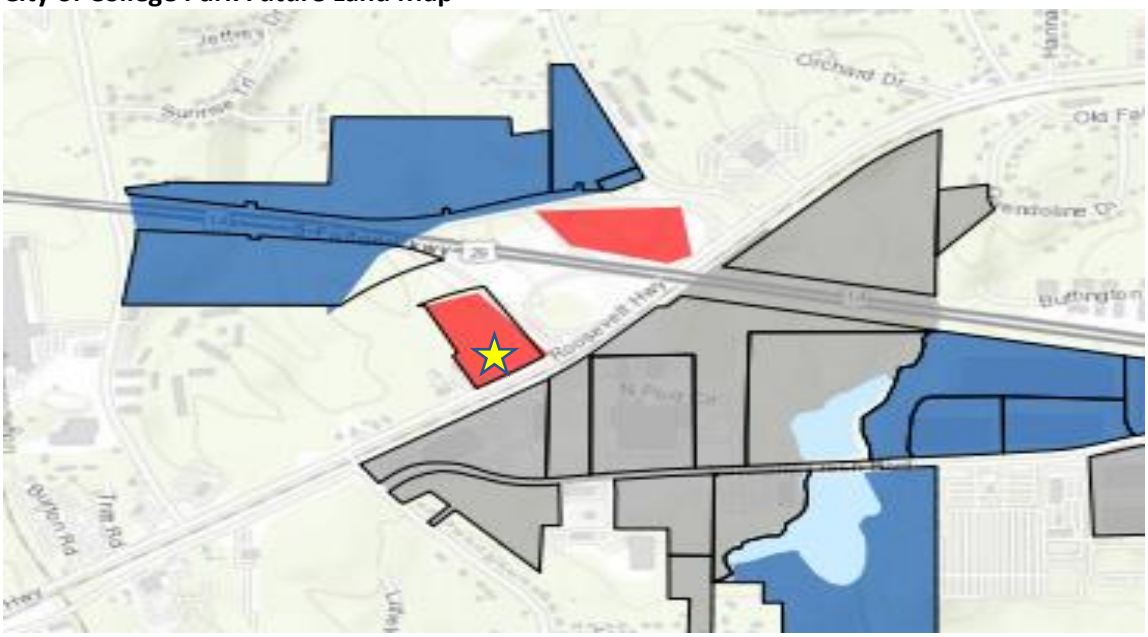
Attachments:

- 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

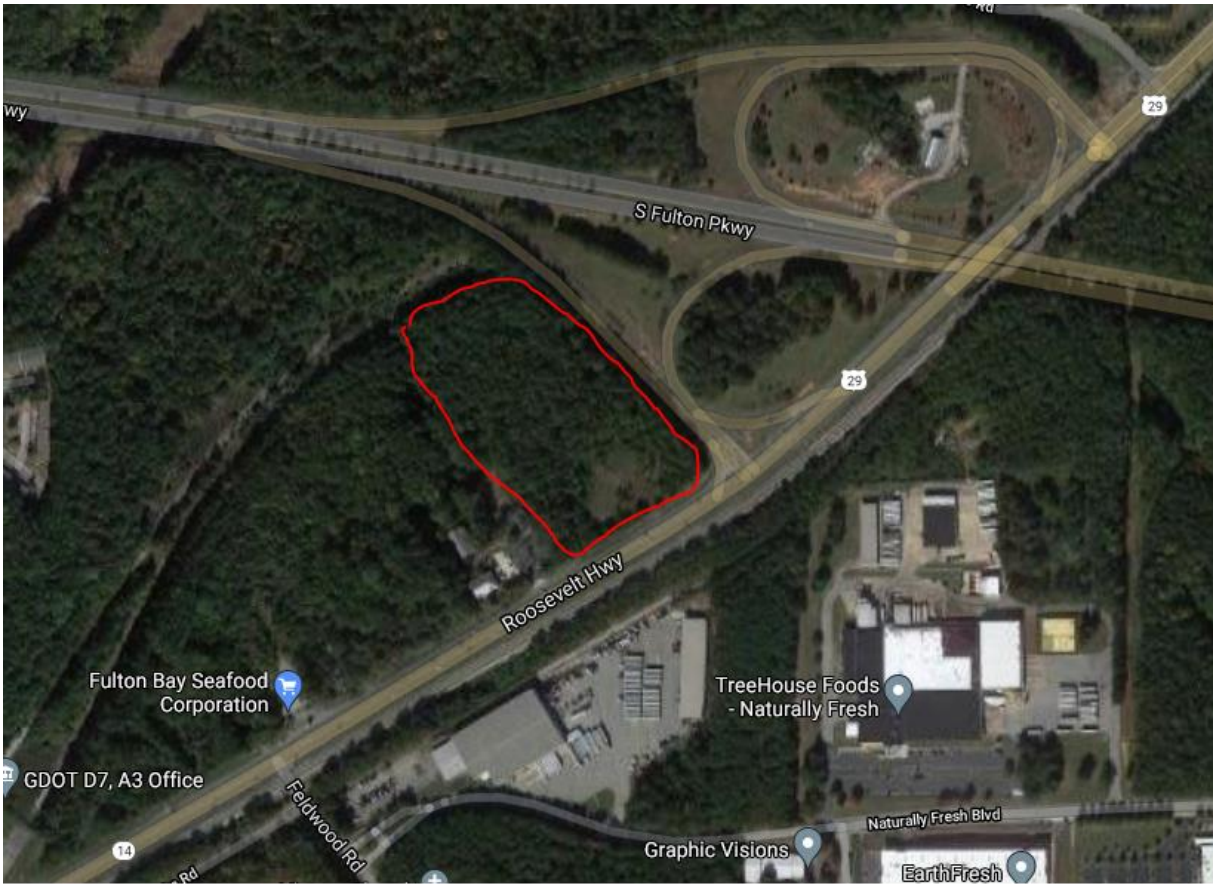
City of College Park Zoning Map



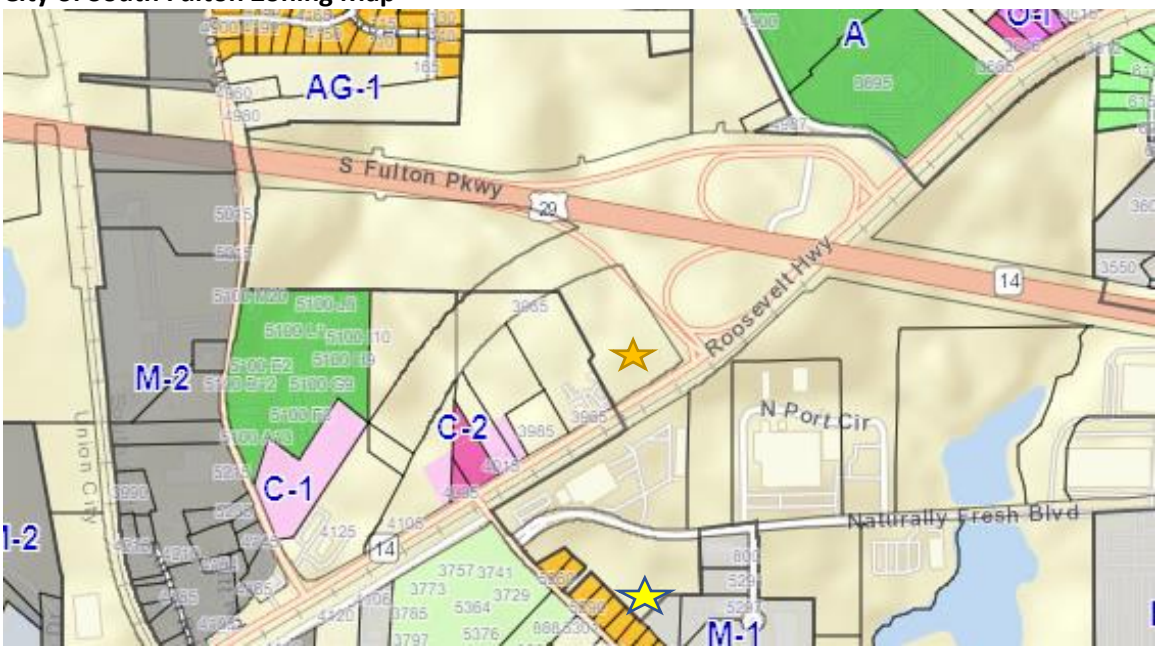
City of College Park Future Land Map



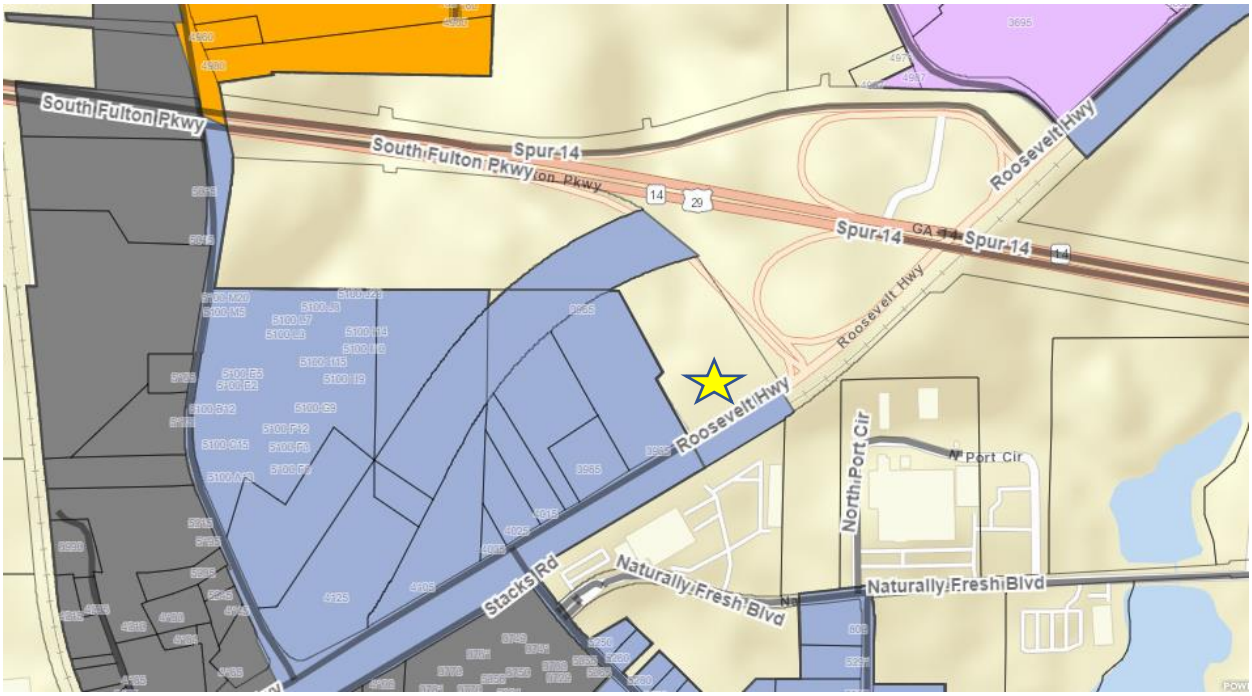
Aerial of Site



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 7/30/21

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) TBG Residential

ADDRESS 3825 Paces Walk SE, Suite 100, Atlanta, GA 30339

PHONE 678-324-5540 CELL 941-468-2822 FAX 678-324-5561

E-MAIL ADDRESS pherschberger@tbgresidential.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) DM Roosevelt III, LLC / Dustin Novak is Mangging Memeber

ADDRESS 675 Greenwood Ave #101, Atlanta, GA 30306

PHONE 770-335-4970 CELL 770-335-4970 FAX

E-MAIL ADDRESS piedmont411@gmail.com

PROPERTY INFORMATION

ADDRESS 0 Roosevelt Hwy, Atlanta, GA 30349 / Parcel ID: 09F250300127000621

CURRENT USE Vacant land CURRENT ZONING C2

PROPOSED USE Multi-family PROPOSED ZONING RM

SIZE OF PROPERTY +/- 6.7 acres NET DENSITY (RESIDENTIAL) 72 units (10.7 units per acre)

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 11acres - $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.	

APPLICANT AFFIDAVIT

Personally appeared before me TBG Development Services, Inc. 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:

L. Ann Freeman
Notary Public

7-20-21
Date

Signature of Applicant

Kevin Buckner
Print Name

3825 Paces Walk SE, Suite 100
Address

Atlanta, GA 30339
City, State, Zip

S ANN FREEMAN NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 20, 2024

OWNER'S AFFIDAVIT

Personally appeared before me Dustin Novak Manager 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:

Notary Public

07-26-2021
Date

Signature of Applicant

Dustin Novak
Print Name

675 Greenwood Ave #101
Address

Atlanta, Ga, 30306
City, State, Zip

JAMES TRAHAN NOTARY PUBLIC DEKALB COUNTY, GA Exp. Feb. 16, 2024

Signature of City Clerk

Date

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:

City Elected Official	Amount of Gift	$ Amount of Campaign Contribution
N/A		0

Rezoning Applicant

ATTEST:

JAMES TRAHAN NOTARY PUBLIC EXP. Feb. 16, 2024 DEKALB COUNTY, GA

Notary Public

7-26-21

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.

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:

City Elected Official	Amount of Gift	$ Amount of Campaign Contribution
N/A		

Rezoning Applicant

ATTEST:

Notary Public

7/20/21
Date

NOTARY PUBLIC SARAH FREEMAN PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 20, 2024

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.

DM Roosevelt III,

675 Greenwood Ave

#101

Atlanta, Ga 30306

6-26-21

City of College

To the Mayor and City of College Park, Ga

3667 Main St. College Park, Ga 30337

Re: Letter of Ownership

To Whom It May Concern:

This letter confirms DM Roosevelt III, LLC is the owner of land located at the corner of Roosevelt Highway and South Fulton Parkway and consists of one 6.8-acre parcel.

This letter confirms that I, Dustin Novak, am the Managing Member and Authorized manager of DM Roosevelt III, LLC. I am aware of the rezoning request and consent to it.

Sincerely,

Dustin Novak

Managing Member

DM Roosevelt III, LLC

DM Roosevelt III, LLC

A Georgia limited liability company

By: _____

Dustin Novak ,Managing Member

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

All 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 of residential properties	
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	
15	Proposed stormwater management facilities	

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

VICINITY MAP (N.T.S.)

LEGEND

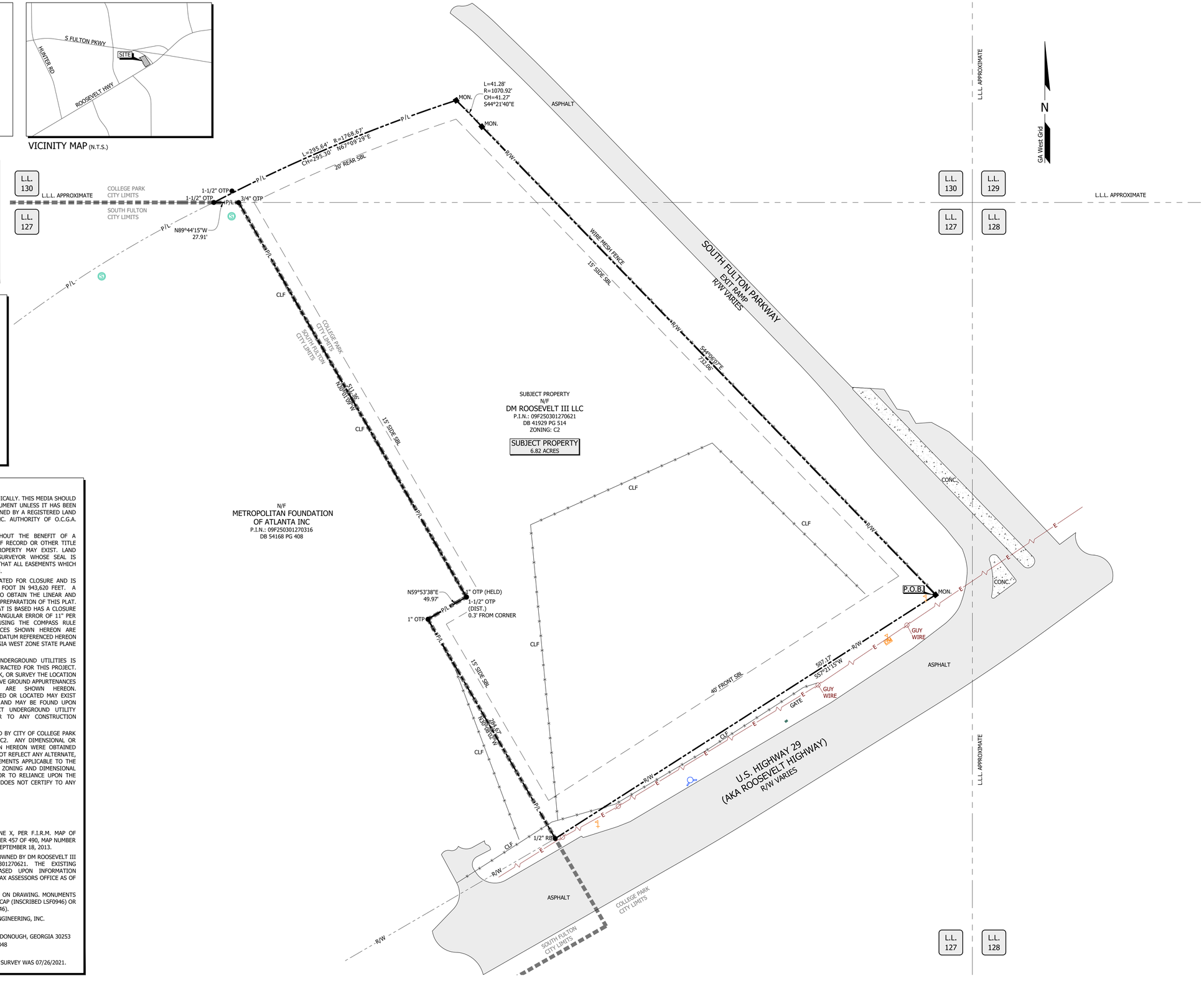
- IRON PIN FOUND (DESCRIPTION)
- RIGHT OF WAY MONUMENT
- BENCHMARK
- SANITARY SEWER MANHOLE
- DROP INLET
- FIRE HYDRANT
- FIBER OPTIC MARKER
- UTILITY POLE
- COMMUNICATION VAULT
- SIGN (SINGLE POST)

ABBREVIATIONS

A.K.A	ALSO KNOWN AS
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
DB	DEED BOOK
DI	DROP INLET
DIST	DISTURBED
-E-	OVERHEAD ELECTRIC
L.L.	LAND LOT
MON.	MONUMENT
N/F	NOW OR FORMERLY
N.T.S.	NOT TO SCALE
OTP	OPEN TOP PIPE
PB	PLAT BOOK
PG	PAGE
P.O.B.	POINT OF BEGINNING
P.I.N.	PARCEL IDENTIFICATION NUMBER
P/L	PROPERTY LINE
RB	REBAR
R/W	RIGHT OF WAY
SBL	SETBACK LINE
S.F.	SQUARE FEET

GENERAL NOTES:

1. THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF LAND ENGINEERING, INC. AUTHORITY OF O.C.G.A. 43-15-22.
2. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. EASEMENTS OF RECORD OR OTHER TITLE MATTERS AFFECTING THE SUBJECT PROPERTY MAY EXIST. LAND ENGINEERING, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 943,620 FEET. A ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 32,949 FEET AND AN ANGULAR ERROR OF 11" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE ADJUSTMENT METHOD. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE HORIZONTAL DATUM REFERENCED HEREON IS REFERENCED TO THE N.A.D.83, GEORGIA WEST ZONE STATE PLANE COORDINATE SYSTEM.
4. THE LOCATION AND DEPICTION OF UNDERGROUND UTILITIES IS BEYOND THE SCOPE OF SERVICES CONTRACTED FOR THIS PROJECT. NO ATTEMPT WAS MADE TO TRACE, MARK, OR SURVEY THE LOCATION OF UNDERGROUND UTILITIES. ONLY ABOVE GROUND APPURTENANCES BASED ON OBSERVED EVIDENCE ARE SHOWN HEREON. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED MAY EXIST ON THIS SITE, BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. VERIFICATION OF EXACT UNDERGROUND UTILITY LOCATIONS SHOULD BE MADE PRIOR TO ANY CONSTRUCTION ACTIVITIES.
5. ACCORDING TO INFORMATION PROVIDED BY CITY OF COLLEGE PARK THE PROPERTY IS CURRENTLY ZONED C2. ANY DIMENSIONAL OR OTHER ZONING REQUIREMENTS SHOWN HEREON WERE OBTAINED FROM WWW.MUNICODE.COM AND MAY NOT REFLECT ANY ALTERNATE, CONDITIONAL OR ADDITIONAL REQUIREMENTS APPLICABLE TO THE SUBJECT PROPERTY. VERIFICATION OF ZONING AND DIMENSIONAL REQUIREMENTS SHOULD BE MADE PRIOR TO RELIANCE UPON THE INFORMATION SHOWN. THE SURVEYOR DOES NOT CERTIFY TO ANY MATTERS OF ZONING.
   SETBACKS ARE AS FOLLOWS:
   FRONT YARD SETBACK - 40
   SIDE YARD SETBACK - 15
   REAR YARD SETBACK - 20
6. THIS PROPERTY IS LOCATED IN A ZONE X, PER F.I.R.M. MAP OF FULTON COUNTY, GEORGIA. PANEL NUMBER 457 OF 490, MAP NUMBER 13121C0457F, MAP REVISED OR ISSUED SEPTEMBER 18, 2013.
7. THE SUBJECT PROPERTY IS CURRENTLY OWNED BY DM ROOSEVELT III LLC, TAX PARCEL NUMBER 09F250301270621. THE EXISTING OWNERSHIP SHOWN HEREON IS BASED UPON INFORMATION OBTAINED FROM THE FULTON COUNTY TAX ASSESSORS OFFICE AS OF 07/27/2021.
8. MONUMENTS FOUND ARE AS INDICATED ON DRAWING. MONUMENTS PLACED ARE EITHER A 5/8" REBAR WITH CAP (INSCRIBED LSF0946) OR A NAIL WITH WASHER (INSCRIBED LSF0946).
9. THIS SURVEY WAS PREPARED BY LAND ENGINEERING, INC.
   REFERENCE NUMBER: 5133-004
   1601 SOUTH ZACK HINTON PARKWAY, MCDONOUGH, GEORGIA 30253
   OFFICE: (678) 814-4346 FAX: (678) 814-4348
   WWW.LAND.ENGINEERING
10. THE LAST DAY OF FIELD WORK FOR THIS SURVEY WAS 07/26/2021.



LAND ENGINEERING
1601 S Zack Hinton Parkway
McDonough, Georgia 30253
T 678.814.4346, F 678.814.4348
www.land.engineering
GA COA LSF0946 / PEF6180

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICES, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY LAND ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO LAND ENGINEERING, INC.
COPYRIGHT LAND ENGINEERING, INC. 2020

Professional Seal:

GEORGIA PROFESSIONAL No. 3373 LAND SURVEYOR BRIAN J. DOUGLAS

Know what's below. Call before you dig. Dial 811.
Utilities PROTECTION CENTER
DIG SAFELY! 800-282-7411

Notes:

Project Number: 5133-004
Drawn By: DAM
Date: 07/28/2021

Submittals:

No.	Date	Description

Revisions:

No.	Date	Description

Client / Prepared for:

TBG RESIDENTIAL

3825 PACES WALK SE
SUITE 100 ATLANTA, GA 30339

Project Name:

ROOSEVELT HIGHWAY
AT
SOUTH FULTON PARKWAY

Project Location:
0 ROOSEVELT HIGHWAY
Land Lot: 127 & 130
District: 15TH
Section: -
City: COLLEGE PARK
County: FULTON
State: GEORGIA

Drawing Scale:
0 50' 100'
Graphic Scale in Feet
1" = 50'

Sheet Title:

BOUNDARY
SURVEY

Drawing Number:	Total Sheets:	Revision:
1	1	0

PROJECT DATA:

3-STORY WALK-UP:

UNIT COUNT:	(12) 1BD/1BA
	(36) 2BD/2BA
	(24) 3BD/2BA
TOTAL:	(72) UNITS

AMENITIES:

INTERIOR CLUBHOUSE:
1. MAIL KIOSK
2. COMPUTER CENTER
3. ON-SITE LAUNDRY
   1 W&D/UNIT

EXTERIOR:
1. PLAYGROUND
2. EXT. GATHERING AREA
   UNIT COVERED PORCH

PARKING:

TOTAL STALLS:	REQUIRED 1:1: (72) STALLS
	PROVIDED 1:1.75: (126) STALLS

SITE DATA:

ACRES:	6.7+/- ACRES
ZONING:	CURRENT: C2
	PROPOSED: RM
BLDG. HT.:	3-STORIES
DENSITY:	REQUIRED: 8-14 UNITS/ACRE
	PROPOSED: 10.7 UNITS/ACRE

GENERAL NOTES:

1. NO EXISTING STRUCTURES ON SITE.
2. NO EXISTING LAKES, STREAMS & OTHER WATERS ON SITE.

BUILDING TABULATION: Gibson Park - College Park, GA 7/27/2021

BLDG. NO.	BUILDING TYPE	BUILDING GROSS AREA		NUMBER OF BUILDINGS	TOTAL GROSS AREA
1	3-Story Walk-Up/(24) Units - (12)2B/(12)3B	35,508		1	35,508
2	3-Story Walk-Up/(24) Units - (6)1BD/(12)2B/(6)3B	32,778		1	32,778
3	3-Story Walk-Up/(24) Units - (6)1BD/(12)2B/(6)3B	32,778		1	32,778
4	Clubhouse	2,500		1	2,500
SUB-TOTAL UNITS					103,564
TOTAL NUMBER BUILDINGS				4	
SUB TOTAL-ACCESSORY BUILDINGS					0
GRAND TOTAL-ALL BUILDINGS					103,564

UNIT SQUARE FOOTAGE

UNIT	TYPE	NUMBER OF UNITS	UNIT NET AREA	UNIT GROSS AREA	NET AREA	GROSS AREA
1	3-Story Walk-Up: 1BR/1BA	12	836	883	10,032	10,596
2	3-Story Walk-Up: 2BR/2BA	36	1,091	1,151	39,276	41,436
3	3-Story Walk-Up: 3BR/2BA	24	1,271	1,338	30,504	32,112
SUB-TOTAL UNITS		72			79,812	84,144
CLUBHOUSE					2,400	2,500
SUB-TOTAL ACCESSORY STRUCTURES					82,212	86,644
SITE/APARTMENT BUILDING/UNIT - COVERED EXTERIOR SPACES						
Breezeways:		18		400		7,200
Balcony & Outside Storage - 1 & 2 Bed:		36		125		4,500
Balcony & Outside Storage - 3 Bed:		36		145		5,220
SUB-TOTAL SITE/APARTMENT BUILDING/UNIT						
GRAND TOTAL SQUARE FOOTAGE						103,564
*Building Efficiency Calculation:						77.07%

GIBSON PARK

College Park, GA

CONCEPTUAL SITE PLAN

August 18, 2021

*SCALE: 1"=40'

*PRINTED ON 24X36 FORMAT

0' 20' 40' 80'

NORTH

rosemann & ASSOCIATES P.C.

Wellspring Living

September 1, 2021

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

Re: Proposed Gibson Park (Up to 72 multifamily apartment units)
0 Roosevelt Hwy, Atlanta, GA 30349
Parcel ID: 09F250301270621

Support for TBG Residential's Affordable Housing Community

Dear City Council Members,

This letter is to express my support for the proposed rezone by TBG Residential for 72 multifamily apartment units on Roosevelt Hwy. Several years ago, Wellspring Living had the opportunity to share with the City Council and Mayor of the critical work provided on the adjacent property. As you were made aware at that time, we are highly invested and deeply care about the adjacent land use, so the great work occurring on our campus will continue to have positive impact. We believe affordable housing is a suitable use for the adjacent land, and we are excited by TBG Residential's plans for the development.

We are in full support of TBG Residential's proposed plans and urge the City Council to vote in favor of this rezoning application.

Blessings,

Mary Frances Bowley
Executive Director

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9121

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Material for Construction and Maintenance

PURPOSE: To stock material for upcoming construction and maintenance projects.

REASON: Several capital projects are in the 2021-2022 Budget and require major materials, especially transformers and switches. Deliveries are becoming a concern with some taking 19 - 37 weeks.

RECOMMENDATION: Approve the following bids:

Irby:	(5) 25KV PSE-3 pad mount switching cabinets	$ 54,100.00
	(12) 25 KVA 120/240 v 1-phase pad transformers	$ 27,480.00
	(50) 37.5 KVA 120/240 v 1-phase pad transformers	$136,150.00
	(15) 50 KVA 120/240 v 1-phase pad transformers	$ 44,025.00
	(4) 75 KVA 120/240 v 1-phase pad transformers	$ 13,584.00
	(8) 100 KVA 120/240 v 1-phase pad transformers	$ 36,320.00
	(20) 25 KVA 120/240 v 1-phase pole mount trans.	$ 25,480.00
	(10) 37.5 KVA 120/240 v 1-phase pole mount trans.	$ 14,770.00
	(10) 50 KVA 120/240 v 1-phase pole mount trans.	$ 17,760.00
	Total	$369,669.00
Anixter	(3) 600A vertical switch	$ 9,882.36
	(5) 900A 3-phase horizontal gang switch	$ 16,952.95
	(3) 75 KVA 120/208 v 3-phase pad transformers	$ 29,620.68
	(3) 112.5 KVA 120/208 v 3-phase pad transformers	$ 32,017.23
	(2) 150 KVA 120/208 v 3-phase pad transformers	$ 23,114.94
	(1) 300 KVA 120/208 v 3-phase pad transformer	$ 14,890.80
	(3) 1000 KVA 120/208 v 3-phase pad transformers	$ 95,172.42
	(2) 2500 KVA 277/480 v 3-phase pad transformers	$ 94,252.88

	Total	$315,904.26
Gresco	(7) Fiberglass ground sleeve for PSE-9 pad switch	$ 9,583.00
	(7) Fiberglass ground sleeve for PSE-11 pad switch	$ 9,583.00
	(6) Fiberglass ground sleeve for PSE-3 pad switch	$ 6,072.00
	(5) 15 KV PSE-9 pad mount switching cabinets	$ 75,560.00
	(5) 25 KV PSE-1 pad mount switching cabinets	$ 80,950.00
	(5) Live front PSI/II-9 switching cabinets	$ 21,780.00
	(2) Live front PSI/II-11 switching cabinets	$ 23,340.00
	(3) Fiberglass ground sleeve for PSI/II-9 pad switch	$ 3,150.00
	(3) Fiberglass ground sleeve for PSI/II-11 pad switch	$ 3,150.00
	Total	$233,168.00

Note: The bidder under the name Jeremy Daniel Enterprises, INC is an unknown vendor of power distribution materials.

BACKGROUND: Several projects will begin soon including the Sommersby subdivision, the Hawthorne subdivision and several Six-West projects. Materials need to be ordered now to be received by June 30, 2022.

COST TO CITY: $918,741.26

BUDGETED ITEM: Yes: 510-4600-54-7850 Electric Improvements

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: Oct. 4, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Power Department

ATTACHMENTS:

- Bid Matrix - Oct. 2021 (PDF)
- ITB - POWER DISTRIBUTION MATERIAL - Specs (PDF)
- AGENDA MEMO ID #2021-9121 - ITB - POWER DISTRIBUTION MATERIAL - 090821 (PDF)

Review:

- Hugh Richardson Completed 09/21/2021 8:03 AM
- Purchasing Completed 09/21/2021 9:14 AM
- Sonya Harold Completed 09/27/2021 11:31 AM
- Finance Completed 09/28/2021 2:40 PM
- Mercedes Miller Completed 09/28/2021 4:42 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

College Park Power Material Bids		IRBY		ANIXTER		GRESCO		JEREMY DANIEL	
	Minority Owned Business	No		No		No		AABE*	
	Located in College Park	No		No		No		No	
	Previous Work with College Park	Yes		Yes		Yes		No	
Qty.	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-9, 15KV	$1,170.00	$8,190.00	$1,993.75	$13,956.25	$1,369.00	$9,583.00		$0.00
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-11, 15KV	$1,170.00	$8,190.00	$1,993.75	$13,956.25	$1,369.00	$9,583.00		$0.00
6	E-GLASS SG-8646-MTO-1 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-3, 25KV		$0.00	$1,776.25	$10,657.50	$1,012.00	$6,072.00		$0.00
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-9 CAT#4422	$15,720.00	$78,600.00		$0.00	$15,112.00	$75,560.00		$0.00
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-1 CAT# 4431	$17,630.00	$88,150.00		$0.00	$16,190.00	$80,950.00		$0.00
5	25KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-3 CAT#52100	$10,820.00	$54,100.00		$0.00		$0.00		$0.00
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-9	$15,055.00	$30,110.00		$0.00	$10,890.00	$21,780.00		$0.00
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-11	$15,405.00	$30,810.00		$0.00	$11,670.00	$23,340.00		$0.00
3	NORDIC GS-67-61-36-MG-59X51 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSI/II-9, 15KV	$975.00	$2,925.00	$1,518.75	$4,556.25	$1,050.00	$3,150.00		$0.00
3	NORDIC GS-67-61-36-MG-59X51 Fiberglass Ground Sleeve for Federal Pacific PSI/II-11, 15kv	$975.00	$2,925.00	$1,518.75	$4,556.25	$1,050.00	$3,150.00		$0.00
300	200 AMP, RINGLESS, OH/UG, METER SOCKET W/DISCONNECT 18.23"H x 19.58"W x 4.67" D (SQUARE D RC200S) 200A 2-POLE BREAKER (SQUARE D QOM2200VH)		$0.00		$0.00		$0.00		$0.00
3	600A SWITCH, TYPE AR, VERTICAL, FIBERGLASS, HOOKSTICK OPERATION, SURGE ARRESTER BRACKETS, (HUBBELL AR124FHL)		$0.00	$3,294.12	$9,882.36	$4,930.00	$14,790.00		$0.00
5	SWITCH, GANG OPERATED 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (963XF-ACH)		$0.00	$3,390.59	$16,952.95		$0.00		$0.00
3	75KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$13,170.00	$39,510.00	$9,873.56	$29,620.68		$0.00	$6,396.00	$19,188.00
3	112.5KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER – SEE T-30 SPEC SHEET ATTACHED	$13,956.00	$41,868.00	$10,672.41	$32,017.23		$0.00	$6,743.00	$20,229.00

2	150KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$17,523.00	$35,046.00	$11,557.47	$23,114.94		$0.00	$7,145.00	$14,290.00
1	300KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$19,420.00	$19,420.00	$14,890.80	$14,890.80		$0.00	$8,685.00	$8,685.00
3	1000KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER –SEE T-30 SPEC SHEET ATTACHED	$37,495.00	$112,485.00	$31,724.14	$95,172.42		$0.00	$18,384.00	$55,152.00
2	2500 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$74,725.00	$149,450.00	$47,126.44	$94,252.88		$0.00	$30,487.00	$60,974.00
50	LED COMPACT FLOOD LIGHTING - AMERICAN ELECTRIC LIGHTING (ACP0LEDPK4MVOLTWFL40K TMBKSDP10KVILPER70523TLNL)	$560.00	$28,000.00	$559.78	$27,989.00	**$312.00**	$15,600.00		$0.00
12	25 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$2,290.00	$27,480.00	$3,126.44	$37,517.28		$0.00	$2,349.00	$28,188.00
50	37.5 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$2,723.00	$136,150.00	$3,264.37	$163,218.50		$0.00	$2,503.00	$125,150.00
15	50 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$2,935.00	$44,025.00	$3,482.76	$52,241.40		$0.00	$2,677.00	$40,155.00
4	75 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$3,396.00	$13,584.00	$3,994.25	$15,977.00		$0.00	$3,168.00	$12,672.00
8	100 KVA 120/240 SINGLE PHASE PADMOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$4,540.00	$36,320.00	$4,678.16	$37,425.28		$0.00	$3,425.00	$27,400.00
20	25 KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED	$1,274.00	$25,480.00		$0.00	$1,442.00	$28,840.00		$0.00
10	50 KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED	$1,776.00	$17,760.00		$0.00	$2,018.00	$20,180.00		$0.00
10	37.7KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED	$1,477.00	$14,770.00		$0.00	$1,692.00	$16,920.00		$0.00

*AABE – African American Business Enterprise

REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for ELECTRICAL MATERIAL

ITB – POWER DISTRIBUTION MATERIAL - 090821

The City of College Park is accepting **sealed proposals** from qualified vendors for **POWER DISTRIBUTION MATERIAL**. Proposals will be received no later than **WEDNESDAY, SEPTEMBER 8, 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 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 only to wmoody@collegeparkga.com) Ref: Power Distribution Material	August 31, 2021	12:00 pm (EST) deadline
Addendum(s) published	September 3, 2021	4:00 pm (EST)
Open Sealed Bids	September 8, 2021	10:00 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 & SPECIFICATION(s)

GENERAL PURPOSE

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

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

SPECIFICATIONS

The City of College Park Power Department is requesting the following items with the following transformers listed below.

See specifications for the following:

1. SPEC T(A)-10 Single Phase Overhead Transformer
2. SPEC T-30 Three-Phase Pad mount Transformer
3. SPEC TPM-10 Single-Phase Pad mount Transformer

Form of Proposal

To: The City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

Proposal Submitted By:

Company Name	
Address	
City, State, Zip	
Phone	
Email	
Website	
Print/Type Name	
Signature	
Title	
Date	

QUOTE SHEET

Bidding Company: _____

Company Rep: _____

Project Name: Power Distribution Material

Qty.	Description	Unit Cost	Total Cost	Est. Delivery Time
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-9, 15KV			
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-11, 15KV			
6	E-GLASS SG-8646-MTO-1 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-3, 25KV			
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-9 CAT#4422			
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-1 CAT# 4431			
5	25KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-3 CAT#52100			
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-9			
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-11			
3	NORDIC GS-67-61-36-MG-59X51 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSI/II-9, 15KV			
3	NORDIC GS-67-61-36-MG-59X51 Fiberglass Ground Sleeve for Federal Pacific PSI/II-11, 15kv			
300	200 AMP, RINGLESS, OH/UG, METER SOCKET W/DISCONNECT 18.23”H x 19.58”W x 4.67” D (SQUARE D RC200S) 200A 2-POLE BREAKER (SQUARE D QOM2200VH)			
3	600A SWITCH, TYPE AR, VERTICAL, FIBERGLASS, HOOKSTICK OPERATION, SURGE ARRESTER BRACKETS, (HUBBELL AR124FHL)			

5	SWITCH, GANG OPERATED 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (963XF-ACH)			
3	75KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED			
3	112.5KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER – SEE T-30 SPEC SHEET ATTACHED			
2	150KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED			
1	300KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED			
3	1000KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER –SEE T-30 SPEC SHEET ATTACHED			
2	2500 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED			
50	LED COMPACT FLOOD LIGHTING - AMERICAN ELECTRIC LIGHTING (ACP0LEDPK4MVOLTWFL40K TMBKSDP10KVILPER70523TLNL)			
12	25 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)			
50	37.5 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)			
15	50 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)			
4	75 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)			
8	100 KVA 120/240 SINGLE PHASE PADMOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)			
20	25 KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED			

10	50 KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED			
10	37.7KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED			
		LUMP SUM TOTAL:	$	

BIDDERS SIGNATURE DATE

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

AGENDA MEMORANDUM
NO. 2021-9121

DATE: SEPTEMBER 21, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: ITB - POWER DISTRIBUTION MATERIAL - 090821
SEALED BID OPENING

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

Item Description: Power Distribution Material

Budgeted item(s): Yes

Recommendation: Gresco Utility Supply, Irby Utilities and WESCO Distribution are recommended at $934,341.26 for different items of this project. See breakdown tabulation.

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 August 10, 2021 thru September 8, 2020 at 9:30 am.

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

The official Zoom (virtual) bid open was scheduled for Wednesday, September 8, 2021 at 10:00 am with no representatives logged into the meeting.

Samuel Martin represented the Power Department during the bid open.

Join Zoom Meeting

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

https://us06web.zoom.us/j/83623875861?pwd=QVRPWVl1eEQxemRxa1VBQndFY1JYZz09

Meeting ID: 836 2387 5861 ~ Passcode: 205085

College Park Power Material Bids		IRBY		ANIXTER		GRESCO		JEREMY DANIEL	
	Minority Owned Business	No		No		No		AABE*	
	Located in College Park	No		No		No		No	
	Previous Work with College Park	Yes		Yes		Yes		No	
Qty.	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-9, 15KV	$1,170.00	$8,190.00	$1,993.75	$13,956.25	$1,369.00	$9,583.00		$0.00
7	NORDIC GS-75-73-36-MG-67X62 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-11, 15KV	$1,170.00	$8,190.00	$1,993.75	$13,956.25	$1,369.00	$9,583.00		$0.00
6	E-GLASS SG-8646-MTO-1 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSE-3, 25KV		$0.00	$1,776.25	$10,657.50	$1,012.00	$6,072.00		$0.00
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-9 CAT#4422	$15,720.00	$78,600.00		$0.00	$15,112.00	$75,560.00		$0.00
5	15KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-1 CAT# 4431	$17,630.00	$88,150.00		$0.00	$16,190.00	$80,950.00		$0.00
5	25KV DEAD FRONT SWITCHING CABINET FEDERAL PACIFIC PSE-3 CAT#52100	$10,820.00	$54,100.00		$0.00		$0.00		$0.00
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-9	$15,055.00	$30,110.00		$0.00	$10,890.00	$21,780.00		$0.00
2	LIVE FRONT SWITCHING CABINET FEDERAL PACIFIC PSI/II-11	$15,405.00	$30,810.00		$0.00	$11,670.00	$23,340.00		$0.00
3	NORDIC GS-67-61-36-MG-59X51 FIBERGLASS GROUND SLEEVE FOR FEDERAL PACIFIC PSI/II-9, 15KV	$975.00	$2,925.00	$1,518.75	$4,556.25	$1,050.00	$3,150.00		$0.00
3	NORDIC GS-67-61-36-MG-59X51 Fiberglass Ground Sleeve for Federal Pacific PSI/II-11, 15kv	$975.00	$2,925.00	$1,518.75	$4,556.25	$1,050.00	$3,150.00		$0.00
300	200 AMP, RINGLESS, OH/UG, METER SOCKET W/DISCONNECT 18.23"H x 19.58"W x 4.67" D (SQUARE D RC200S) 200A 2-POLE BREAKER (SQUARE D QOM2200VH)		$0.00		$0.00		$0.00		$0.00
3	600A SWITCH, TYPE AR, VERTICAL, FIBERGLASS, HOOKSTICK OPERATION, SURGE ARRESTER BRACKETS, (HUBBELL AR124FHL)		$0.00	$3,294.12	$9,882.36	$4,930.00	$14,790.00		$0.00
5	SWITCH, GANG OPERATED 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (963XF-ACH)		$0.00	$3,390.59	$16,952.95		$0.00		$0.00
3	75KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$13,170.00	$39,510.00	$9,873.56	$29,620.68		$0.00	$6,396.00	$19,188.00
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3	1000KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER –SEE T-30 SPEC SHEET ATTACHED	$37,495.00	$112,485.00	$31,724.14	$95,172.42		$0.00	$18,384.00	$55,152.00
2	2500 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	$74,725.00	$149,450.00	$47,126.44	$94,252.88		$0.00	$30,487.00	$60,974.00
50	LED COMPACT FLOOD LIGHTING - AMERICAN ELECTRIC LIGHTING (ACP0LEDPK4MVOLTWFL40K TMBKSDP10KVILPER70523TLNL)	$560.00	$28,000.00	$559.78	$27,989.00	$312.00	$15,600.00		$0.00
12	25 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$2,290.00	$27,480.00	$3,126.44	$37,517.28		$0.00	$2,349.00	$28,188.00
50	37.5 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$2,723.00	$136,150.00	$3,264.37	$163,218.50		$0.00	$2,503.00	$125,150.00
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4	75 KVA 120/240 SINGLE PHASE PAD MOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$3,396.00	$13,584.00	$3,994.25	$15,977.00		$0.00	$3,168.00	$12,672.00
8	100 KVA 120/240 SINGLE PHASE PADMOUNT TRANSFORMER – (SEE SPEC TPM-10 FOR DETAILS)	$4,540.00	$36,320.00	$4,678.16	$37,425.28		$0.00	$3,425.00	$27,400.00
20	25 KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED	$1,274.00	$25,480.00		$0.00	$1,442.00	$28,840.00		$0.00
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10	37.7KVA 240/120 POLE MOUNTED OVERHEAD TRANSFORMER SEE T(A)-10 SPEC SHEET ATTACHED	$1,477.00	$14,770.00		$0.00	$1,692.00	$16,920.00		$0.00

*AABE – African American Business Enterprise

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 9122

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

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

---

PURPOSE: To enter into an agreement with IUC to provide on-call assistance for power outages and other City calls on a 90-day trial basis.

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

RECOMMENDATION: Review and approve the IUC service agreement.

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

The Power Department has in place a standard phone message for every incoming call.

If there are power outages, a standard alternate message can be activated. The standard alternate message lets citizens know there are power outages in the City and crews are responding. They still have an option to press 2 to report to a dispatcher.

A more detailed alternate message can be used during more severe outages or extended restorations informing citizens of more exact locations of the trouble and updates on restoration time. They would still have the option to talk to a dispatcher.

YEARS OF SERVICE: N/A.

COST TO CITY: Approximately $9,000.00

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

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: Oct. 4, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department

ATTACHMENTS:

- IUC 90-day agreement (PDF)

Review:

- Hugh Richardson Completed 09/21/2021 10:28 AM
- Sonya Harold Completed 09/27/2021 11:32 AM
- Melissa Echevarria Completed 09/24/2021 11:54 AM
- Michael Hicks Completed 09/27/2021 9:00 AM
- City Attorney's Office Pending
- Mercedes Miller Completed 09/29/2021 1:01 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

INTERACTIVE UTILITY COMMUNICATIONS

SERVICE AGREEMENT

General Agreement for Service: Once this project has begun, there can be no changes should the City of College Park request them. In no event shall IUC, be liable for any special, indirect, or consequential damages including specifically, but without limitation, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third party, or other damages resulting from the services provided by IUC.

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

Payment: Payment is due within 30 days of the invoice date. Invoices paid after 30 days of invoice date will be subject to a late payment fee equal to 7% of the monthly invoice.

Billing Discrepancies: Should any part of the invoice be disputed; the balance of the invoice is due on time. All monthly service invoices must be paid within 30 days invoice date.

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

Termination: Services will cease at the end of the 90-day trial period.

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

Pricing: Prices quoted on this agreement have been determined according to the needs of the specific program and will be honored through the end of the month.

RE: Proposal Date: 09/092021

Accepted By:

_____
Signature/Title

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

_____
Date

Accepted By:

_____
Signature/Title

Greg L. Steele
Interactive Utility Communications
531 Roselane St NW Suite 700
Marietta GA 30060
(770)639-3359

_____
Date

INTERACTIVE UTILITY COMMUNICATIONS

Exhibit A
Scope of Work

College Park, in its ordinary course of business, provides call handling support functions for customers of City of College Park. IUC shall answer telephone calls placed to City of College Park during the service coverage times noted below or as directed by City of College Park. Calls for Electric, Water & Sewer, Public Works, and Customer Service will be routed to IUC. Upon answering a call, IUC will create a service request based on the information provided and dispatch the appropriate On Call Technician should the call require a technician.

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

Exhibit B
Fee Structure

The base rate covers a % of IUC operating expenses determined by the cities active meter count hours of service, and length of agreement (90 days).

Call Definitions

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

A call is equal to a minute when the length of that call is less than a minute. The amount of the billable services per month is determined using the Monthly Contact Report. IUC will bill $1.50 per minute or per data transaction based on the terms of this 90-day agreement.

Monthly Service Charges			
Monthly Base Rate		**Monthly Plan**	**Rate for Minutes**
5,001 – 10,000 meters	$1000	N/A	$1.50

INTERACTIVE UTILITY COMMUNICATIONS

Exhibit C
Administration/Implementation

Programming Set-Up Fee/Training $4,000

- Establish telecommunication lines
- Assigning AA, and DNIS for call queue identification
- Establishing call recording
- Recording greetings and whisper messages to identify service
- Building Jobs, Tasks, Supervisors, and Crews in application
- Creating task instructions for each service
- Development of call flows for each service and related task
- Set Call Priority Levels for Emergency and non-emergency services
- Training IUC Dispatchers and College Park crew members and supervisors

The City of College Park will provide IUC a flat file of premise addresses for IUC to verify the address is serviced by the City of College Park. If no file is provided, crews will be required to inform the caller or IUC that the address in question is not a customer for the City of College Park.

Emergency daytime services are available with 4 hours advance notice - $25 per hour, per dispatchers + call handling time.

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9124

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Denise Cole, Interim GICC Executive Director

RE: GICC HVAC & Arena Service & City Departments Maintenance Contract Renewal

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PURPOSE: Request for permission to extend the HVAC maintenance contract for one (1) year with current contractor, Legacy Mechanical Services, Inc., for the GICC & the Arena in the amount of $147,502.00 annually. This is a budgeted item. Legacy Mechanical Services, Inc has also agreed to extend (1) year contract at last year's rates with the City of College Park to include: City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium, Fire Station #2 & #3 and the Thompson, Booker, Dollar Memorial Police Precinct for a combined annual cost of $53,210.00. See Interim Director Cole's memorandum recommending extension of the attached contracts. These are budgeted items.

REASON: Current contract expired June 30, 2021. Legacy Mechanical continues to provide excellent consistent services to the City.

RECOMMENDATION: Approval by Mayor and Council to enter into a one (1) year contract extension.

BACKGROUND: See attached memorandum from Denise Cole, Interim GICC Executive Director.

COST TO CITY: $147,502.00. annually for the GICC & Arena; and $53,210.00 annually for additional City of College Park, GA locations.

BUDGETED ITEM: Yes 555-4970-52-5740 (GICC) & 556-4969-52-5740 (ARENA)

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 4, 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: N/A

ATTACHMENTS:

- 9.22.21Directors.Renewal Memorandum HVAC Maintenance Contract.9.22.21 (DOCX)
- Maintenance Agreement for City Hall (PDF)
- Maintenance Agreement for Fire Station #2 & #3 (PDF)
- Maintenance Agreement for Gateway Center Arena (PDF)
- Maintenance Agreement for GICC & College Park Golf Course (PDF)
- Maintenance Agreement for Public Safety Complex (PDF)
- Maintenance Agreement for Recreation & Cultural Arts Department (PDF)
- Maintenance Agreement for Thompson Booker Dollar Memorial Police Precinct (PDF)

Review:

- Denise Cole Completed 09/23/2021 11:47 AM
- Purchasing Completed 09/23/2021 1:01 PM
- Sonya Harold Completed 09/27/2021 11:32 AM
- Finance Completed 09/28/2021 2:39 PM
- City Clerk Pending
- Police Pending
- Wade Elmore Pending
- Michelle Johnson Pending
- City Attorney's Office Pending
- Inspections Pending
- Mercedes Miller Completed 09/29/2021 1:02 PM

- Mayor & City Council Pending 10/04/2021 7:30 PM

CONVENTION CENTER MEMORANDUM NO. 2021-15

DATE: September 22, 2021

TO: The Honorable Mayor and Council

FROM: Denise Cole, Interim GICC Executive Director

THROUGH: Mercedes Miller, Interim City Manager

SUBJECT: Renewal of College Park HVAC Maintenance Contract

The Georgia International Convention Center is seeking approval of Mayor and Council to renew the Maintenance contract with Legacy Mechanical Services, Inc.

Legacy Mechanical Services has agreed to renew for one (1) additional year with the same terms and conditions as delivered in 2020. Commencing as of July 1, 2021, for the combined annual cost of $147,502.00 for the GICC ($103,330.00) and the Arena ($44,172.00). All contracts are through June 30, 2022. The terms include Legacy Mechanical Services providing insurance coverage for commercial, general liability, auto liability and workers compensation. These are budgeted items.

To further expedite the approval process Legacy has also agreed to renew for an additional year with the same terms and conditions commencing July 1, 2021, other City Departments to include Brady Recreation $11,730.00; Public Safety $15,730.00; TWRC $3,157.00; Conley Recreation $7,853.00; Fire Station #2 $1,275.00; City Hall $9,730.00, Thompson Booker Memorial Police Department $1440.00, and the new contract for Fire Station #3. The total for City Departments = $53,210.00

Attachments: GICC Annual HVAC Maintenance Agreement 21/22

DC:wa

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

City of College Park City Hall

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide College Park City Hall with the following type of services.

One (1) major annual and three (3) minor inspections.

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform three (3) minor inspections and one (1) major annual inspection per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the *quarterly* sum of $2,432.50 or *annual* sum of $9,730.00, which is payable with NET 30 terms.

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

One (1) Major Inspections

Equipment: Air Cooled

A. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Motor amperage;
    d. Wiring and connections on all units and fix any issues at no additional cost;
B. Clean evaporator coil(s) as needed;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;
F. Perform chiller inspection and repairs annuals (once per year)

Three (3) Minor Inspections

A. Check condition of condensation pan and drain, in a safe manner, when necessary;
B. Check overall operation and condition of all units;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;

Inclusions and Exclusions

This agreement <u>includes</u> the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Major Inspection)
C. All condenser coils cleaning (annually during Major Inspection)

This agreement <u>excludes</u> the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

City Hall Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$80.00 per hour
Overtime:	$120.00 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

A. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
B. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

City of College Park Fire Station #2 & #3

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide Fire Station #2 & Fire Station #3 with the following type of services.

One (1) major annual and three (3) minor inspections.

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform three (3) minor inspections and one (1) major annual inspection per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the combined *quarterly* sum of $892.50 or combined *annual* sum of $4,462.50, which is payable with NET 30 terms.

A. Fire Station #2
    a. Quarterly - $318.75
    b. Annually - $1,275.00
B. Fire Station #3
    a. Quarterly - $573.75
    b. Annually - $2,295.00

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

One (1) Major Inspections

Equipment: Air Cooled

A. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Motor amperage;
    d. Wiring and connections on all units and fix any issues at no additional cost;
B. Clean condenser coil(s) (once per year);
C. Clean evaporator coil(s) at no additional cost, when recommended, if necessary;
D. Conduct visual inspection for leaks, noise and vibrations on all equipment;
E. Oil and grease all fan motor and all fan bearings;
F. Replace all air filters;
G. Perform chiller inspection and repairs annuals (once per year)

Three (3) Minor Inspections

A. Check condition of condensation pan and drain, in a safe manner, when necessary;
B. Check overall operation and condition of all units;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;

Inclusions and Exclusions

This agreement <u>includes</u> the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Major Inspection)
C. All condenser coils cleaning (annually during Major Inspection)

This agreement <u>excludes</u> the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. **Unit oil analysis**;

SCHEDULE A

Fire Station # 2 - Equipment List			
Quantity	**Tag**	**Model**	**Description**
TBD			

Fire Station # 3 - Equipment List			
Quantity	**Tag**	**Model**	**Description**
1	RTU- 1	JA3ZRE15B2B1HAA1A1	3-ton York Rooftop Unit
1	RTU- 2	JA3ZRE15B2B1HAA1A1	3-ton York Rooftop Unit
1	RTU -3	JA3ZRE15B2B1HAA1A1	3-ton York Rooftop Unit
1	AHU - 1	DCX24NWB21S	2-ton York Mini-Split Air Handler
1	AHU - 2	DCX24NWB21S	2-ton York Mini-Split Air Handler
1	CU - 1	DCX24CSB21S	2-ton York Mini-Split Condenser
1	CU - 2	DCX24CSB21S	2-ton York Mini-Split Condenser
1	ERU - 1	JDMA - 060	5-ton York Energy Recovery Unit

NOTE: Units include the compressor, motor, starter, evaporator, oil heater, and integral controls furnished with the unit.

Recreation Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$95.00 per hour
Overtime:	$142.50 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

A. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
B. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

Gateway Center Arena

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide Gateway Center Arena with the following type of services.

A. Two (2) operating minor inspections per year;
B. Two (2) start-up major inspection per year;
C. Twelve (12) monthly water treatment visits per year;

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs.

We will perform two (2) operating minor inspections per year, two (2) start-up major inspection per year and twelve (12) monthly water treatment visits per year as outlined in the scope below.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date by Consumer Price Index (CPI) or 3% (whichever is higher), unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the *quarterly* sum of $11,043.00 or *annual* sum of $44,172.00, which is payable with NET 30 terms.

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

Two (2) Start-up Major Inspections

Equipment: Air Cooled

A. Apply gauges and check refrigerant pressures for proper ranges;
B. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Cooling/heating operation set points and adjust as necessary;
    d. Motor amperage;
    e. Wiring and connections on all units and fix any issues at no additional cost;
C. Clean condenser coil(s) (once per year);
D. Clean evaporator coil(s) at no additional cost, when recommended, if necessary;
E. Conduct visual inspection for leaks, noise and vibrations on all equipment;
F. Oil and grease all fan motor and all fan bearings;
G. Replace all air filters;
H. Replace all Legacy supplied belts (once per year)

Two (2) Operating Minor Inspections

A. Check overall operation and condition of all units, to include:
    a. Condition of belts;
    b. Condition of condensation pan and drain, in a safe manner, when necessary;
    c. Overall operation and condition of all units;
B. Conduct visual inspection for leaks, noise and vibrations on all equipment;
C. Oil and grease all fan motor and all fan bearings;
D. Replace all air filters;

Twelve (12) Monthly Water Treatments

A. Application of regular water treatment products;
B. Collect and analyze samples of the treated waters;
C. Maintain chemical feed equipment needed to sustain chemical water treatment program;
D. Provide consultative services;
E. Provide written reports of water sample results;

Inclusions and Exclusions

This agreement includes the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Start-up Major Inspections)
C. All condenser coils cleaning (annually during Start-up Major Inspections)

This agreement excludes the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

SCHEDULE "A" EQUIPMENT LIST

Gateway Center Arena

QTY	MFR	UNIT TYPE	LOCATION	MOD #	SER #	TONS / HP
1	Daikin	Package Chiller	Roof	AWV014AJFN	STNU190200151	230
1	Daikin	Package Chiller	Roof	AWV014AJFN	STNU190200162	230
1	B & G	Circ Pump	Mech Rm	TBD	TBD	0
1	B & G	Circ Pump	Mech Rm	TBD	TBD	0
1	Daikin	Air Handler Unit	Roof	OAH020GDDM	FBOU190201999	22
1	Daikin	Air Handler Unit	Roof	OAH080GDDM	FBOU190202000	88
1	Daikin	Air Handler Unit	Roof	OAH080GDDM	FBOU190202001	92
1	Daikin	Air Handler Unit	Roof	OAH007GDDM	FBOU190202002	5
1	Daikin	Air Handler Unit	Roof	OAH020GDDM	FBOU190202003	19
1	Daikin	Air Handler Unit	Roof	OAH007GDDM	FBOU190202004	5
1	Daikin	FPB	Ceiling	TBD	TBD	2
1	Daikin	FPB	Ceiling	TBD	TBD	2
1	Daikin	FPB	Ceiling	TBD	TBD	1
1	Daikin	FPB	Ceiling	TBD	TBD	1.5
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	0.25
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	1
1	Daikin	FPB	Ceiling	TBD	TBD	2.25
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	0.5
1	Daikin	FPB	Ceiling	TBD	TBD	1.5
1	Daikin	FPB	Ceiling	TBD	TBD	1.5
1	Daikin	FPB	Ceiling	TBD	TBD	1.5
1	Daikin	FPB	Ceiling	TBD	TBD	1
1	Daikin	FPB	Ceiling	TBD	TBD	1.25
1	Daikin	FPB	Ceiling	TBD	TBD	1.5
1	Daikin	FPB	Ceiling	TBD	TBD	3.5
1	Daikin	FPB	Ceiling	TBD	TBD	7

1	Daikin	FPB	Ceiling	TBD	TBD	2.25
1	Daikin	FPB	Ceiling	TBD	TBD	2.25
1	Daikin	FCU	Ceiling	TBD	TBD	2
1	Daikin	FCU	Ceiling	TBD	TBD	1.25
1	Daikin	FCU	Ceiling	TBD	TBD	0.75
1	Daikin	FCU	Ceiling	TBD	TBD	2.25
1	Daikin	FCU	Ceiling	TBD	TBD	2.5
1	Daikin	FCU	Ceiling	TBD	TBD	1.25
1	Daikin	FCU	Ceiling	TBD	TBD	2
1	Daikin	FCU	Ceiling	TBD	TBD	0.5
1	Daikin	FCU	Ceiling	TBD	TBD	0.5
1	Daikin	FCU	Ceiling	TBD	TBD	1
1	Greenheck	Exhaust Fan	Roof	GB-180-20-X	15751091 19A	
1	Greenheck	Exhaust Fan	Roof	GB-141-10-X	15751095 19A	
1	Greenheck	Exhaust Fan	Roof	G-099-A-X	15751097 19A	
1	Greenheck	Exhaust Fan	Roof	G-098-A-X	15751098 19A	
1	Greenheck	Exhaust Fan	Roof	G-123-A-X	15751099 19A	
1	Greenheck	Exhaust Fan	Roof	G-060-D-X	15751100 19A	
1	Greenheck	Exhaust Fan	Roof	TBD	15751101 19A	
1	Greenheck	Exhaust Fan	Roof	G-103-A-X	15751102 19A	
1	Greenheck	Exhaust Fan	Roof	BB-091-3-X	15751103 19A	
1	Greenheck	Exhaust Fan	Roof	GB-091-3-X	15762554 19B	
1	Greenheck	Exhaust Fan	Roof	Cube-240-30-G	15762560 19A	
1	Greenheck	Exhaust Fan	Roof	Cube-240-15-G	15762564 19A	
1	Greenheck	Exhaust Fan	Roof	Cube-300-15-G	1576256B 19A	
1	Greenheck	Exhaust Fan	Roof	Cube-300-20-G	15762571 19A	
1	Greenheck	Exhaust Fan	Roof	USF-324-BI	15756511 19C	
1	Greenheck	Exhaust Fan	Roof	USF-449-BI-X	15756513 19C	
1	Greenheck	Exhaust Fan	Roof	USF-449-BI-X	15756514 19B	
1	Greenheck	Exhaust Fan	Roof	USF-416-BI-X	15756515 19B	
1	Greenheck	Exhaust Fan	Roof	USF-322-BI	15756516 19C	
1	Greenheck	Exhaust Fan	Roof	USF-416-BI-X	15756518 19C	
1	Reznor	Unit Heater	Mech Rm	WS60/85	TBD	
1	Reznor	Unit Heater	Mech Rm	WS60/85	TBD	
1	Bryan	Hot Water Boiler	Mech Rm	RV350-W-FDG	102113	
1	Bryan	Hot Water Boiler	Mech Rm	RV350-W-FDG	102114	

Gateway Center Arena Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$95.00 per hour
Overtime:	$142.50 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

A. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
B. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

GICC & College Park Golf Course

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide GICC with the following type of services.

HVAC PM Scope:

A. We will provide 87 hours per month to perform PM functions. Remaining hours beyond the PM can be used at GICC's discretion, within reason, and pertaining to HVAC. This gives GICC an annual hourly bank of 1,100 hours. Legacy will maintain a running total of hours used.
B. A credit of $7,500 will be applied to GICC's Legacy account for use by GICC at their discretion, but equaling $625/month. This credit can be used for emergency repairs, or projects, etc.
C. The controls PM portion will continue to be applied under Legacy for the purposes of this PM agreement. The controls PM will remain as a sub of Legacy under this agreement.
D. The chemical treatment will continue to be applied under Legacy for the purposes of this agreement. The chemical treatment will remain as a sub of Legacy under this agreement.
E. The chiller and equipment insurance will continue to be applied under Legacy for the purposes of this contract. Any deductibles or extra costs outside of insurance premiums will be the responsibility of GICC.
F. Equipment covered in this PM Agreement is listed in Schedule A.
G. Replace filters once per quarter where required. Filters are provided by GICC as has been the case historically.
H. Furnish and install belts once annually where required.
I. Chemically clean condenser coils once annually. (RTU's, split systems, and mini split)
J. Clean two cooling towers once annually.
K. Perform annual maintenance including condenser tube brushing of two chillers as well as oil analysis for each chiller. (Any Eddy Current Tests are billed separately.)
L. Refrigerant will be billed at the contract rate and is not part of this agreement.
M. Any work outside of the PM will be billed at the contract rate of $95/Hr., parts will be marked up at 10%. The exception to this is, all hours from the hour bank and the $625 per month credit will be applied before any invoices are assessed.
N. Legacy and GICC personnel will agree on the appropriate times for the PM to be performed each quarter.
O. This is a one year agreement, beginning **July 1, 2021** and ending **June 30, 2022**. The agreement will automatically renew each year unless City of College Park informs Legacy otherwise.

Legacy Mechanical Services, Inc. will provide the HVAC GICC services stated herein for the monthly sum of $8,610.83 or *annual* sum of $103,330.00, which is payable with NET 30 terms.

Exclusions & Clarifications: Overtime (UNO), after hours emergency calls, bonding, power wiring, repair, insulation, or replacement of existing equipment, roof patching or flashing, cutting or patching of exterior walls, any meters, fire safety or sprinkler work, removal or replacement of ceiling grid or tile.

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide College Park Golf Course with the following type of services.

One (1) major annual and three (3) minor inspections.

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform three (3) minor inspections and one (1) major annual inspection per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for at no additional cost.

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

One (1) Major Inspections

Equipment: Air Cooled

A. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Motor amperage;
    d. Wiring and connections on all units and fix any issues at no additional cost;
B. Clean evaporator coil(s) as needed;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;
F. Perform chiller inspection and repairs annuals (once per year)

Three (3) Minor Inspections

A. Check condition of condensation pan and drain, in a safe manner, when necessary;
B. Check overall operation and condition of all units;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;

Inclusions and Exclusions

This agreement includes the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Major Inspection)
C. All condenser coils cleaning (annually during Major Inspection)

This agreement excludes the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

Golf Course Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$80.00 per hour
Overtime:	$120.00 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

P. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
Q. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
R. Legacy has the sole discretion to sell your stored parts or equipment at any time;
S. The customer can designate five parts or pieces of equipment that are not to be sold;
T. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
U. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
V. Any salvaged parts or equipment will not carry a warranty;

We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

City of College Park Public Safety Complex

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide Public Safety Complex with the following type of services.

One (1) major annual and three (3) minor inspections.

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform three (3) minor inspections and one (1) major annual inspection per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the *quarterly* sum of $3,842.50 or *annual* sum of $15,730.00, which is payable with NET 30 terms.

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

One (1) Major Inspections

Equipment: Air Cooled

A. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Motor amperage;
    d. Wiring and connections on all units and fix any issues at no additional cost;
B. Clean evaporator coil(s) as needed;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;
F. Perform chiller inspection and repairs annuals (once per year)

Three (3) Minor Inspections

A. Check condition of condensation pan and drain, in a safe manner, when necessary;
B. Check overall operation and condition of all units;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;

Inclusions and Exclusions

This agreement includes the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Major Inspection)
C. All condenser coils cleaning (annually during Major Inspection)

This agreement excludes the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

Public Safety Complex Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$80.00 per hour
Overtime:	$120.00 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

A. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
B. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

City of College Park Recreation & Cultural Arts Department

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide the Recreation and Cultural Arts Department with the following type of services.

One (1) major annual and three (3) minor inspections at the following recreation center locations:

A. Brady Recreation Center
B. Conley Recreation Center
C. Tracey Wyatt Recreation Center

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform three (3) minor inspections and one (1) major annual inspection per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

The effective date of this agreement will begin the first day of the fiscal and thus will be the anniversary date. The agreement will renewal annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. Annual contract price can only be adjusted at the anniversary date unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the combined *quarterly* sum of $5,685.00 or combined *annual* sum of $22,740.00, which is payable with NET 30 terms.

A. Brady Recreation Center
    a. Quarterly - $2,932.50
    b. Annually - $11,730.00
B. Conley Recreation Center
    a. Quarterly - $1,963.25
    b. Annually - $7,853.00
C. Tracey Wyatt Recreation Center
    a. Quarterly - $789.25
    b. Annually - $3,157.00

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

One (1) Major Inspections

Equipment: Air Cooled

A. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Motor amperage;
    d. Wiring and connections on all units and fix any issues at no additional cost;
B. Clean evaporator coil(s) as needed;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;
F. Perform chiller inspection and repairs annuals (once per year)

Three (3) Minor Inspections

A. Check condition of condensation pan and drain, in a safe manner, when necessary;
B. Check overall operation and condition of all units;
C. Conduct visual inspection for leaks, noise and vibrations on all equipment;
D. Oil and grease all fan motor and all fan bearings;
E. Replace all air filters;

Inclusions and Exclusions

This agreement includes the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Major Inspection)
C. All condenser coils cleaning (annually during Major Inspection)

This agreement excludes the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

Recreation & Cultural Arts Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$80.00 per hour
Overtime:	$120.00 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

The Legacy Mechanical Services, Inc. salvage program, will provide the following:

A. Legacy will identify parts and equipment that can be salvaged, according to age and condition;
B. Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy;
C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
2. It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
9. All work to be performed during normal working hours whenever possible. Normal working hours (8:00 am - 4:30 pm) will apply to all services, unless otherwise stated, including major repairs performed under the Agreement. Customer requested services not covered under this agreement to be invoiced at Legacy Mechanical Services, Inc. prevailing labor and materials rates.
10. If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventative maintenance and inspection does not reveal any defect requiring service under this agreement, Legacy Mechanical Services, Inc. reserves the right to charge the customer for the service at our prevailing labor rate. A Service charge of $75.00 on any service call plus the hourly rate. The $75.00 Service charge will be waived, if the repair has to be made due to an oversight by the technician from Legacy Mechanical Services, Inc.
11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

Legacy Mechanical Services, Inc.

1680 Roberts Blvd. #408

Kennesaw, Georgia 30144

Office Phone 770-432-1171

Fax Number 770-432-1121

Maintenance Agreement

For

Thompson Booker Dollar Memorial Police Precinct

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide Thompson Booker Dollar Memorial Police Precinct with the following type of services.

A. Two (2) operating minor inspections per year;
B. Two (2) start-up major inspection per year;

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs.

We will perform two (2) operating minor inspections per year, two (2) start-up major inspection.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

Legacy Mechanical Services, Inc. will provide you, the customer:

A. Preferential service and rates over non-contract customers;
B. Use only qualified personnel employed by Legacy Mechanical Services, Inc.;
C. Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency;
D. Furnish supervisory help when needed;
E. Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system;
F. This agreement will include priority plumbing services at the stated rate;

Legacy Mechanical Services, Inc. will provide the services stated herein for the *quarterly* sum of $379.44 or *annual* sum of $1,517.76, which is payable with NET 30 terms.

Legacy Mechanical Services, Inc. will perform the following tasks to prepare the units for operational duties with reliability, safety and efficiency throughout the year.

Planned Maintenance Checklist:

Two (2) Start-up Major Inspections

Equipment: Air Cooled

A. Apply gauges and check refrigerant pressures for proper ranges;
B. Check overall operation and condition of all units, to include:
    a. Condition of condensation pan and drain, in a safe manner, when necessary;
    b. Cooling/heating controls and safeties on all units for proper operation during appropriate season;
    c. Cooling/heating operation set points and adjust as necessary;
    d. Motor amperage;
    e. Wiring and connections on all units and fix any issues at no additional cost;
C. Clean condenser coil(s) (once per year);
D. Clean evaporator coil(s) at no additional cost, when recommended, if necessary;
E. Conduct visual inspection for leaks, noise and vibrations on all equipment;
F. Oil and grease all fan motor and all fan bearings;
G. Replace all air filters;
H. Replace all Legacy supplied belts (once per year)

Two (2) Operating Minor Inspections

A. Check overall operation and condition of all units, to include:
    a. Condition of belts;
    b. Condition of condensation pan and drain, in a safe manner, when necessary;
    c. Overall operation and condition of all units;
B. Conduct visual inspection for leaks, noise and vibrations on all equipment;
C. Oil and grease all fan motor and all fan bearings;
D. Replace all air filters;

Schedule “A” Equipment List

Qty	Mfr	Type	Location	Model #	S/N	Tons
1	Trane	Split System	Ground	TTA09043DAA00AE	18322944YA	7.5
1	Trane	Split System	Ceiling	TWE09043BAA00AA	18391219BA	7.5
1	Mitsubishi	Split System	Ground	PUY-A12NKA7	86U10226C	1
1	Mitsubishi	Split System	Wall	PKA-A12HA7	86A09988C	1

Inclusions and Exclusions

This agreement includes the following:

A. All filters changed/replaced (quarterly)
B. All belts changed/replaced (annually during Start-up Major Inspections)
C. All condenser coils cleaning (annually during Start-up Major Inspections)

This agreement excludes the following:

A. Additional refrigerant needed outside recommended amount used during inspections;
B. All non-moving parts;
C. Overtime, will be charged for work performed before 8:00 am and after 5:00 pm;
D. Unit oil analysis;

Police Precinct Maintenance Agreement Service Rates for HVAC and Plumbing

Labor:	$95.00 per hour
Overtime:	$142.50 per hour
Discounts:	15% off of time and material repairs.
	10% off of equipment replacements.
Refrigerant:	Market Value

Legacy Mechanical Services, Inc. will provide access to the Legacy Customer Portal to review past preventative maintenance (PM), account activity, proposals, work orders, invoices, etc. The Director of Recreation and Cultural Arts Department will automatically be enrolled in the program. Login information will be provided to the Director and/or a designee.

Legacy Mechanical Services, Inc. will provide a salvage program. You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

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C. Legacy has the sole discretion to sell your stored parts or equipment at any time;
D. The customer can designate five parts or pieces of equipment that are not to be sold;
E. Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy;
F. When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy;
G. Any salvaged parts or equipment will not carry a warranty;
H. We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.

Terms and Conditions

1. In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy Mechanical Services, Inc. for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
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3. Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to person property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
4. Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy Mechanical Services, Inc. impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
5. It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
6. The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy Mechanical Services, Inc.
7. Agreement applies only to equipment installed prior to effective date of this agreement and as described on Schedule "A".
8. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
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11. All billing due within 15 days of receipt of invoice. – City pays on NET 30 terms

Exclusions

1. Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
2. Electrical wiring, except that connected from starter mechanical equipment.
3. Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
4. Emergency calls required for air balance. Service calls made for this condition will be charges at our prevailing labor and material rates.
5. Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
6. Refrigerant due to EPA regulations.
7. Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of agreement terms and conditions:

Customers Authorized Representative:

Print Name: _____

Signature: _____

Title: _____

Date: _____

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9126

DATE: September 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Denise Cole, Interim GICC Executive Director

RE: GICC & Arena Request for Unarmed Guard Security Services

PURPOSE: Consideration of an action to contract ARGUS Event Staffing to supply unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center. See memorandum dated September 22, 2021 from Convention Center Interim Executive Director Denise Cole recommending the confirmation of services for a one (1) year contract. This is a budgeted item.

REASON: ARGUS Event Staffing, LLC, is a current qualified contracted service provider for the two facilities. They have established themselves as a reliable and professional company. They have recent hands on security experience with the Dream and the Skyhawks as well as GICC events. They are familiar with our process and are flexible with regard to our staffing needs. They are more than capable of providing professional security staffing services.

RECOMMENDATION: Approval by Mayor and Council for GICC and the Arena for contracted unarmed security services with ARGUS Event Staffing, LLC.

BACKGROUND: See attached details

COST TO CITY: $208,000 2020-21 $407,347 2019-20 = $485,163

BUDGETED ITEM: Yes GICC - 555-4970-52-6170 / Arena - 556-4969-52-6171

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 4, 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: N/A

ATTACHMENTS:

- Director's Memorandum for Unarmed Security Services.9.22.21 (DOCX)
- RFP - UNARMED SECURITY GUARD SERVICE - Specs (PDF)
- Agenda Memo ID #2021-9126 -RFP - UNARMED SECURITY GUARD SERVICE - 072021 (PDF)
- College Park- Argus Contract (execution copy) (PDF)

Review:

- Denise Cole Completed 09/23/2021 2:18 PM
- Sonya Harold Completed 09/27/2021 11:33 AM
- Willis Moody Completed 09/23/2021 2:29 PM
- Althea Philord-Bradley Completed 09/28/2021 2:41 PM
- City Attorney's Office Completed 09/29/2021 10:22 AM
- Mercedes Miller Completed 09/29/2021 1:02 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

CONVENTION CENTER MEMORANDUM NO. 2021-14

DATE: September 22, 2021

TO: The Honorable Mayor and Council

FROM: Denise Cole, Interim Executive Director

THROUGH: Mercedes Miller Interim City Manager

SUBJECT: GICC & Arena Unarmed Guard Security Services Contract Approval

The Georgia International Convention Center and the Arena are seeking approval by Mayor and Council to enter into a one-year agreement for unarmed security services for both facilities. This year a Request for Proposal (RFP) was initiated based on the current needs of the campus. Three respondents presented their bids and qualifications. One vendor withdrew, one vendor exceeded budget parameters and one vendor ARGUS Event Staffing met all requirements and their bid was within budget.

Let it be noted that in July of 2020 our budget was drastically reduced due to the pandemic. The GICC and Arena security budgets were cut to $208,000. ARGUS Event Staffing became a contracted vendor to accommodate our facilities needs. They made the adjustment to include sufficient staffing and scheduling flexibility. They are our contracted security provider for the 2021 season for the WNBA Dream, the SkyHawks and our GICC events. They also met our budget requirements.

We therefore respectfully ask that Mayor and Council approve our recommendation of ARGUS Event Staffing, LLC as our new unarmed security services vendor. This is a budgeted item.

REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUALN SERVICE

RFP – UNARMED SECURITY GUARD SERVICE - 072021

The City of College Park is accepting sealed proposals from qualified vendors for **UNARMED SECURITY GUARD SERVICE**. Proposals will be received no later than **TUESDAY, JULY 20, 2021 at 9:30 am (EST)** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A (mandatory) pre-proposal meeting will be held at the Georgia International Convention Center (GICC) 2000 Convention Center Concourse | College Park, GA | 30337.

All social distancing measures will be in place during the (mandatory) pre-proposal meeting and mask are required for entry to the building.

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

Timeline

Information Conference/Pre-Proposal Meeting – Mandatory	July 8, 2021	10:00 am (EST)
Q&A and Clarifications (email wmoody@collegeparkga.com) Ref: Unarmed Security Guard Service	July 13, 2021	12:00 pm (EST) deadline
Addendum(s) published	July 16, 2021	4:00 pm (EST)
Open Sealed Bids	July 20, 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 and SCOPE of WORK

GENERAL PURPOSE

The City of College Park (City) will consider proposals from qualified and experienced firms ordinarily engaged in providing Unarmed Security Service, as described herein and in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP) at the Georgia International Convention Center (GICC) and the Gateway Arena @ College Park (Arena) complex.

Proposals are being requested for Unarmed Security Service as described and specified within this document. Any omissions from these requirements and supplemental specifications of any details or descriptions concerning any point, product, or service shall be regarded as meaning that only the best public safety practices are to prevail, and only services of the highest standards are required and accepted.

In addition, the Contractor is expected to provide additional unarmed security services coverage for (scheduled) events taking place at the Arena during normal hours and after normal hours.

SCOPE OF WORK

Proposers are asked to completely familiarize themselves with all of the requirements prior to proposing. It is the intent of the City to award the contract to one vendor.

The successful firms will ensure optimum public safety, protect and serve the stakeholders, and provide accountability for services. The Scope of Services are as follows:

A. Providing an account manager;

B. Maintain discipline, excellent appearance, professional demeanor, integrity and attention to duty among contractor personnel;

C. Require contractor personnel to enforce facility security policies, procedures and post orders;

D. Provide names and phone numbers of supervisory personnel who can be contacted at any time to respond to facility needs;

E. Provide written rules and (post order) procedures to the facility representative;

F. All personnel are to maintain and continuously develop a knowledge base of the facility Emergency Management Plan, to include staff development on all emergency systems;

G. Contractor and its employees agree to comply with rules and regulations of the facility;

H. The contractor will handle all incoming and outgoing freight;

1. Freight will be logged in a freight log;

2. The contractor is responsible for notifying the recipient;

I. Contractor will provide daily reports, which provide consistent, clear information concerning mishap/incidents that occur on the facility campus during each shift.

1. The report(s) include, but not limited to, medical emergencies, employee incidents, turned in recovered property, security and safety violations, etc., that occur on the facility campus;

2. Receive, log, and safeguard lost and found articles pending return to owner or for other appropriate disposition;

3. Prepare and maintain Incident Reports for events identified in the facility's and/or contractor's security procedures;

4. Maintain accurate and complete accounting of visitor and employee visitor passes;

5. Screen visitors, maintenance, technical or contracted workers, vendors, couriers and other personnel and confirm their entry is authorized;

J. Security guard service shall include, but not limited to, the following:

1. All duties as stated in this RFP for Security Officer;

2. Conduct shift briefings;

3. Conduct unannounced post inspections;

4. Ensure shift personnel are effectively trained and skills match assigned duties;

5. Review the security program on a continual basis, assist in training and selection of personnel, their evaluation, and make recommendations for promotions and awards;

6. Ensure the operation is fully staffed with skilled and competent personnel, and that all security personnel are properly trained and such training is documented in personnel file;

7. Maintain schedules and 24-hour efficiency, and to assist staff on a 24-hour basis for any special emergency conditions that may arise;

8. Conduct quarterly or as needed progress meeting(s) with facility representative;

9. Act as a liaison and maintain good communications between contractor and facility;

10. Provide positive customer service;

11. Safeguard company property;

12. Identify employees and other authorized personnel entering both facilities;

13. Ensure property passes or other authorization accompanies personnel leaving the area with equipment/packages;

14. Follow all post orders respective to the assignment and conform to the articles covered in general orders;

15. Patrol outside parking facilities and escorting employees working after hours when necessary;

16. Observe and enforce rules and regulations governing the facility building and grounds and perform duties as stated in the post orders;

17. Be alert to discover and prevent any person(s) attempting to gain unauthorized access to the facility or property;

18. Provide directions and assistance to the facility's employees, visitors, guests in addition to referring visitors to appropriate departments;

19. Other duties as necessary;

MINIMUM QUALIFICATIONS

A. Five (5) years security officer/law enforcement/military experience with at least five (5) years in supervisory role;

B. Three (3) years of college with courses in related field;

C. Experience in investigative techniques, problem resolution, conflict management, and evidence handling. Position must receive adequate training related to these principles;

D. Excellent verbal and written communication skills in English and a secondary language (not required);

E. Current CPR and First Aid training certificate. Renew certification as required;

F. Familiarity with Microsoft Office software applications;

G. Current valid driver's license;

H. Ability to communicate with all local, state and federal agencies;

CONTRACTOR'S REQUIREMENTS

A. Personnel Screening

Background investigations shall be conducted and documented verifying each officer, prior to location assignment, has accurately completed the Contractor's employment application and background examination process. The employment application will be designed to obtain information that accurately reflects the qualification of the individual. Personnel who have at all times, without limitation, passed a background investigation and are found to be of good character with no criminal record, negative employment

history, or other pertinent information relative to assignment and completion of the basic security function.

Prior to or after assignment, the City reserves the right at any time to interview and/or review applicants. At any time the City can request the Contractor add or remove any security officer or supervisor from the work site.

Each of the Contractor's security officers assigned to the facility, including supervisors, will be provided the specific training needed to successfully operate.

The Contractor shall immediately remove from work, whenever required to do so by the facility, any person considered by the facility to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the facility and such person shall not be employed on the City's premises without the consent of the City and/or facility.

B. Uniforms and Equipment

1. The Contractor is responsible for furnishing security personnel with all uniform apparel and accessories, which are appropriate for the services rendered, at no cost to City:

    i. All officers assigned to the facility will be required to report for duty in a uniform consisting of the proper designated attire. A patch or badge identifying the Contractor's firm should be displayed on the uniform; A

    ii. All uniforms/blazers, name badges along with other related equipment required by and approved by the facility. (No weapons, nightsticks, handcuffs, or maces are permitted);

    iii. Outdoor weather equipment and apparel, such as heavy outdoor coats and rain jackets, as approved by the facility;

2. The contractor will be responsible for ensuring that all contractor's personnel/employees, equipment and materials are in conformance with the Occupational Safety and Health Act (OSHA) and all other applicable state, local and Federal laws and regulations.

3. Provide company or personal cell phone the assigned officer(s) can be reached at any time during their assigned shift;

4. All materials to be used by the Contractor shall be furnished to the GICC and Arena before use on the premises;

5. If the facility furnished equipment, materials and/or supplies those item(s) shall remain the property of the facility and will not be used for any purpose other than in the performance of the facility security functions. The Contractor shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by the facility for use by the Contractor.

STANDARD HOURS of COVERAGE

Both facility hours of coverage, may vary and will be discussed and provided to the Contractor, prior to the execution of the contract.

The Contractor will not receive differential pay for nights, weekends and holiday hours. The Contractor will be paid at the same rate as any other time.

COORDINATION OF SERVICES

Contractor's contact person shall be available to coordinate with the GICC and Arena administrator the required management of security personnel to fulfill security service needs.

ADDITIONAL EVENT COVERAGE

The Contractor is expected to provide (additional) security guard service for additional events held at the Arena to include, but not limited to:

A. Sporting events (Atlanta Dream, Atlanta Skyhawks, AAU, etc);

B. Various ceremonies (graduation, funeral, wedding, etc.)

C. Meetings, Seminars, Reunions;

D. Film/Movie production(s);

E. Other activities and events scheduled but not identified;

CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM
NO. 2021-9126

DATE: SEPTEMBER 23, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET COORDINATOR

SUBJECT: RFP - UNARMED SECURITY GUARD SERVICE - 072021
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: Unarmed Security Guard Service

Budgeted item(s): Yes,

Recommendations: ALL N ONE Security Services, Inc is recommended at $485,163.90 for this 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 20, 2020 at 9:30 am.

A (mandatory) pre-proposal meeting will be held at the Georgia International Convention Center (GICC) 2000 Convention Center Concourse | College Park, GA | 30337 on Thursday, July 8, 2021 at 10:00 am (EST). All social distancing measures will be in place during the (mandatory) pre-proposal meeting and mask were required for entry to the building.

On June 17, 2021 notification was sent to 896 companies, including the current contract holder, of the open solicitation. At the (mandatory) pre-proposal meeting 12 companies were represented. There was no representation from the current contract holder at the meeting.

The official Zoom (virtual) bid open was scheduled for Tuesday, July 20, 021 at 10:00 am with a representative from Argus Event Staffing, PSI Security Service, S.A.F.E. Management, Confidential Security Agency and Admin Superhero Consulting logged into the bid open.

Ronnie Sparks and Yanous Barner represented the City/GICC for the bid open.

Join Zoom Meeting

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

https://zoom.us/j/93578946905?pwd=UlQxNmdtOFczRjBMUlNUL3RhcjZmQT09

Meeting ID: 935 7894 6905 ~ Passcode: 201685

Upon reviewing the submission the six offerors proposed a sum over the approved budget. With this taken into consideration Cost Clarification #1 was issued July 23, 2021 to three (3) of the firms that returned responsive proposals. Upon reviewing their proposals, each firm was still over the approved budget. Cost Clarification #2 was issued July 30, 2021 reducing the staffing per shift.

After a budget meeting a reduction to operating cost was given to the GICC for security. Due to the operating cost reduction Cost Clarification #3 was issued September 15, 2021 to Argus Event Staffing, Confidential Security Agency and S.A.F.E. Management.

S.A.F.E. Management responded to the Cost Clarification #3, they withdrew from consideration. Argus Event Staffing and Confidential Security Agency returned the updated cost clarification for review.

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Bid Tabulation Matrix

(Cost Clarification #3)

RFP – UNARMED SECURITY SERVICE - 072021

	Company Name	Bid Amount ($)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Argus Event Staffing	$207,320.40	N	N	Y
2	Confidential Security Agency	$289,622.20	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) (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@collegeparkga.com) to schedule a time.

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR ONGOING SERVICES

This Agreement made and entered into this ____day of _____, 20__, between the CITY OF COLLEGE PARK, GEORGIA (hereinafter "the City"), and ARGUS EVENT STAFFING, LLC (hereinafter "the Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of event staffing and parking services; and

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render such services to the City pursuant to the terms and conditions set forth below.

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

1. **DESCRIPTION OF SERVICES:** Contractor agrees to provide professional event staffing to the City as detailed in **Exhibit A** ("Services"). Work to be performed under this contract will be assigned on an as needed when needed basis as determined by the City in the form of a Project Work Order. The City does not guarantee any minimum or maximum work quantities under this contract and reserves the right to bid any pay item as a separate procurement at its sole discretion.

2. **COSTS:** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. **TERM OF AGREEMENT:** 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 June 30, 2022.

4. **RELATIONSHIP OF THE PARTIES.**

   (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the

City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

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

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

5. **TERMINATION FOR DEFAULT.**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in part as provided in subparagraph (a) above, the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this

paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6. **TERMINATION FOR CONVENIENCE.** Either Party may at any time terminate all or any part of this Agreement for convenience by providing the other party at least thirty (30) days' written notice of such termination. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees 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 Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor

shall carry adequate Comprehensive General Liability covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

10. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City. Moreover, Contractor:

    (a) warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
    (b) agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
    (c) warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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

12. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the

Contractor's obligations under this Agreement. Notwithstanding the foregoing, the City agrees to:

(a) supply Contractor with a suitable check-in area for Contractor's Employee roll call, office space, and a locked storage area for the exclusive use of Contractor and Contractor's Employees at each Venue.

(b) provide Contractor's Employees with appropriate safety information with respect to any hazardous substances or conditions to which they may be exposed at the Venue (as required by OSHA standards, at minimum);

(c) not change Contractor Employees' assigned job duties without Contractor's prior written approval;

(d) notify Contractor as soon as reasonably practicable in the event of accident or injury to or caused by a Contractor Employee; and

(e) not make any offer or promise relating to Contractor's Employees' compensation or benefits.

13. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and safety regulations.

14. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:

(a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

15. **CONFIDENTIAL INFORMATION.** The parties acknowledge that they may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither party, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

16. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods

or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

17. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

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

19. **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:
City Manager
College Park City Hall
3667 Main Street.
College Park, Georgia 30338

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

If to the Contractor:
Argus Event Staffing, LLC
4001 Fox Street
Denver, CO 80216
ATTN: Dave Brower, CEO

20. **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.

21. **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.

22. **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.

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

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

25. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

26. **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 NEXT PAGE

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

COLLEGE PARK, GEORGIA

BY: _____

TITLE:

ATTEST (sign here): _____

Name (print): _____

DATE: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: CORPORATE SECRETARY

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

SECTION 1 - SERVICES

1.1. Venue(s): Georgia International Convention Center (2000 Convention Center Concourse, College Park, GA 30337) and the Gateway Arena Center (2300 Convention Center Concourse, College Park, GA 30337).

1.2. Argus Event Staffing LLC will provide physical security coverage on site inside the Georgia International Convention Center and Gateway Center Arena seven (7) days a week during specific shifts designated by the City. Duties during these shifts will include monitoring of CCTV, asset protection as well as a roaming foot patrol as needed. Argus will also provide event staffing services for Gateway Center events, if so requested by the City . Duties will include security screening responsibilities, ticket takers, ushers, security management as well as crowd management related services. Argus will not be responsible for traffic management, parking or any vehicle direction or any an other item no specifically listed herein. The City understands that Argus is not an insurer for the premises and cannot prevent criminal activity. In the event of criminal activity or emergency, Argus shall immediately report such activity or emergency to the proper authorities and GICC Manager. As soon as reasonably practicable thereafter, Argus Employees shall complete incident reports and submit the same to the City. Nothing herein shall be construed to obligate Argus to physically intervene or apprehend criminals at the Venue.

1.3. College Park will provide to Argus information, supplies and other services to enable Argus to effectively and efficiently control and supervise Argus Employee(s) and the details of the Services performed under this Agreement.

SECTION 2 - EVENT STAFFING PLAN

2.1. Staffing Levels:

2.1.1. Argus and College Park initially will discuss the staffing required for each Event reasonably in advance of the date on which the Event is scheduled to occur to ensure the maximum utilization of Argus Employees and proper staffing for College Park's Event.

2.1.2. Due to the nature of the event staffing business, Argus will be allowed to staff and bill for up to ten percent (10%) more Argus Employees than are required for each Event.

2.2. Argus Employee Shift Tracking: Argus will furnish and Argus Employees will utilize a computerized log-in/log-out process ("Log-In" and "Log-Out") for each Event. The Log-In sheets may be utilized by College Park in computation of sums owed to Argus. College Park will only be responsible for payment based upon the hours reflected on the Log-In sheet.

2.3. Beginning and Ending of Shifts: In order to properly brief and distribute Argus Employees at the Venue, Argus Employees will report to the Venue in full uniforms and Log-In thirty (30) minutes prior to the call time. College Park will be charged from the time an Argus Employee Logs-In until such employee Logs-Out at the end of a shift. College Park will not be charged for Argus Employees who Log-In earlier than thirty (30) minutes prior to the call time, unless College Park requests in writing earlier arrival time(s).

2.4. College Park Satisfaction with Argus Employees: If at any time College Park feels that any Argus Employee is not satisfactory, College Park will notify Argus of the reasons for its dissatisfaction with such employee verbally and in writing. Argus will attempt to promptly correct such employee's conduct to the satisfaction of College Park. If the Argus Employee continues to be unsatisfactory to College Park, or if the initial conduct was so egregious as to warrant dismissal, College Park may request that Argus cease using said employee at the Event or Venue, as applicable. Argus will promptly comply with such request. Any requests pursuant to this Section will not be based upon, or violate, state or federal anti-discrimination laws, *i.e.*, requests motivated in whole or in part by an employee's race, religion, national origin, age, gender, sexual orientation or disability.

2.5. Code of Conduct: Argus will require Argus Employees to conform to all codes of conduct requested by College Park, including but not limited to grooming, dress, parking, and off-duty use of a Venue or College Park's premises. If an Argus Employee does not so conform, at the request of the College Park, Argus will take corrective action, including removing the Argus Employee from assignment until all deficiencies with the Argus Employee are corrected.

SECTION 3 - EQUIPMENT, SUPPLIES, AND TELECOMMUNICATIONS

3.1. Equipment: Argus will be responsible for providing all equipment that it deems necessary for performance of the Services by Argus Employees at an Event, or otherwise as may be required by applicable law.

3.2. Supplies: Argus will be responsible for providing all operational and office supplies for use by Argus Employees necessary to carry out the Services under this Agreement.

3.3. Uniforms: Argus will provide its standard employee uniforms for use by Argus Employees necessary to carry out Argus's Services under this Agreement.

3.4. Radios: Argus will provide reasonably sufficient radio equipment so that each Argus Employee on duty will have a radio hand set, except for those Argus Employees who are assigned to duties that would not require the use of a radio. Radio equipment will include radio handsets, batteries, and service compatible with College Park's existing infrastructure and to enable Argus Employees to communicate clearly with College Park and as necessary, College Park's other agencies during Events.

SECTION 4 - ARGUS EMPLOYEES

4.1 Direct Employees: Argus Employee(s) assigned to College Park will be employees of Argus and Argus will be responsible for all matters relating to employment, compensation, benefits, and termination of Argus Employees and all other aspects of the employment relationship, including the payment of withholding taxes, workers' compensation insurance premiums, and unemployment insurance.

4.2 Background Checks: The Company warrants that all Company Employees furnished hereunder will undergo a statewide criminal background check and will be free from felony convictions. In addition, the Company warrants that it will not employ a Company Employee that does not pass a national sex offender check. Finally, Company warrants that it is compliant with and uses the Department of Homeland Security E-Verify system.

EXHIBIT B
COST PROPOSAL

*272 Days 10/1/2021 - 6/30/2022

GICC 24 Hour Coverage:

Manager:	$ 25,740.00	*1 Manager, 39 Weeks, 20 Hours, $33.00 / Hour
1 Guards:	$ 126,316.80	*1 Guards, 272 Days, 24 Hours, $19.35 / Hour
GICC	$ 152,056.80	

Rate Table:

	Hourly Rate
Manager	$ 33.00
24hr Guard	$ 19.35

Gateway Center 24 Hour Coverage:

1 Guards:	$ 55,263.60	*1 Guards, 272 Days, Hours, $19.35 / Hour
Gateway:	$ 55,263.60	

Rate Table:

	Hourly Rate
Manager	$ 33.00
24hr Guard	$ 19.35

Gateway Center Events:

Rate Table:

	Hourly Rate
Event Staff:	$ 20.50
Supervisor:	$ 23.50
Manager:	$ 25.50
24hr Guard	$ 19.35

Total Bid:	$ 207,320.40

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
[Reserved]	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9135

DATE: September 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: Tri-Cities Agreement of Automatic Aid (City of East Point and the City of Hapeville)

PURPOSE: This agreement is between The City of College Park, The City of East Point and The City of Hapeville, to provide and receive automatic aid assistance for fire suppression, motor vehicle accidents, hazardous material incidents and other emergency support in the event of emergencies and disasters.

REASON: To provide and receive additional emergency response resources to cover each jurisdiction automatically.

RECOMMENDATION: Mayor and Council approval.

BACKGROUND: This agreement between the City of College Park, The City of East Point and the City of Hapeville, will allow additional resources to respond automatically to various structure fires and motor vehicle accidents in the areas where all three Cities are contiguous and beyond. This agreement
this agreement has been review by

COST TO CITY: None.

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 4, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Yes; City of East Point and City of Hapeville

AFFECTED AGENCIES: Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Fire Department

ATTACHMENTS:

- REVISED Tri-City's Automatic Aid Agreement (PDF)

Review:

- Wade Elmore Completed 09/24/2021 12:32 PM
- Sonya Harold Completed 09/24/2021 1:57 PM
- City Attorney's Office Completed 09/28/2021 3:44 PM
- Mercedes Miller Completed 09/28/2021 4:45 PM
- Mayor & City Council Pending 10/04/2021 7:30 PM

AGREEMENT OF AUTOMATIC AID

City of College Park Fire Rescue, City of East Point,

and City of Hapeville Fire Rescue

This Agreement of Automatic Aid (referred to herein as "Agreement") is entered into by and between the City of College Park, Georgia organized and existing under the laws of the State of Georgia (referred to herein as "College Park"), acting by and through its duly elected Mayor and Council, the City of East Point, Georgia, organized and existing under the laws of the State of Georgia (referred to herein as "East Point"), acting by and through its duly elected Mayor and Council, and the City of Hapeville, Georgia organized and existing under the laws of the State of Georgia, (referred to herein as "Hapeville"), (the parties collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, boundaries of the City of College Park, the City of East Point, and the City of Hapeville, Georgia are contiguous; and,

WHEREAS, the City of College Park, the City of East Point, and the City of Hapeville each maintain and staff a fire department for fire prevention, fire suppression, hazardous material, technical rescue, emergency medical services, and support services; and

WHEREAS, the City of College Park, the City of East Point, and the City of Hapeville have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental automatic assistance to the other Parties for fire suppression in accordance with this Agreement, and to take part in joint training exercises; and

WHEREAS, the Parties resolve to provide the best possible protection to their citizens in accordance with Georgia Law O.C.G.A. 25-6-1 as now existing and hereafter amended, and as may be applicable, to prevent disastrous incidents from occurring and maximize on saving life and property when disastrous incidents do occur by sharing of resources by likeminded jurisdictions: and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as "Automatic Aid") pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69-1, et. seq.- "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE 1: AUTOMATIC AID

Paragraph 1.0 The Parties shall establish a mutually beneficial response district (referred to herein as the "Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the College Park Fire Chief, East Point Fire Chief, and Hapeville Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by the College Park Fire Chief, the East Point Fire Chief, and the Hapeville Fire Chief.

Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval of the Parties.

Paragraph 1.1 In the event of a fire emergency in the Response District, the City of College Park, the City of East Point, and the City of Hapeville shall furnish such fire resources as defined in the Memorandum of Understanding ("MOU") attached as "Addendum B" to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement. In consideration of each Party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the Response District, a predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point where the emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures will be developed by the College Park Fire Chief, East Point Fire Chief, and Hapeville Fire Chief. These details are stipulated in the MOU attached hereto as "Addendum B" and signed by the Chiefs of all Parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant. Such amendment shall be in writing and signed by respective Fire Chiefs.

Paragraph 1.2 The level of Automatic Aid shall exist at a level mutually agreed upon by the College Park Fire Chief, East Point Fire Chief, and Hapeville Fire Chief as stated in the MOU. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
b. In fulfilling their obligations provided in this Agreement, all Parties shall comply with the procedures set forth in the MOU attached in Addendum B.

Paragraph 1.3 It is further agreed that the Fire Chiefs of the City of College Park, East Point, Hapeville, or their designees, will ensure training is scheduled between College Park Fire Rescue, East Point Fire Rescue, and Hapeville Fire Rescue, at a minimum, once a year in accordance with the MOU. This will insure the operational efficiency of this Agreement.

Paragraph 1.4 The amount and type of assistance, fire rescue response, limitations, training, communications, dispatch to emergencies, incident command, fire incident reporting are stated in detail in the MOU. Attached in Addendum B.

ARTICLE 2: SUPERVISION

Paragraph 2.0 The furnishing jurisdiction shall dispatch an Officer/Acting Officer-In-Charge (AOIC). The Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

Paragraph 2.1 When the furnishing jurisdiction's Officer arrives before the Chief Officer of the receiving jurisdiction; the furnishing jurisdiction's Officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 2.2 Personnel who are being furnished will work under the National Incident Management System – Incident Command System (NIMS-ICS), under their own supervisors, and with their own equipment except as provided in paragraph 2.0.

Paragraph 2.3 All general direction, relative to the work, will be given by the appropriate officer(s) of the receiving jurisdiction to the officer(s) of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

ARTICLE 3: LIABILITY

Paragraph 3.0 There is no special duty imposed by this Agreement on any Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

Paragraph 3.1 No employee of a Party shall be deemed to be an employee and/or agent of any other Party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

Paragraph 3.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

Paragraph 3.3 Equipment, personnel, and/or services provided pursuant to this Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any compensation for damages to equipment or apparatus that occurs during a natural disasters, a state of emergency, as declared by local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing the aid in proportion to the level of actual involvement incurred while providing automatic aid. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

ARTICLE 4: CONSIDERATIONS

Paragraph 4.0 No Party under this Agreement will be required to pay any compensation to any other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to all Parties for services rendered pursuant to this Agreement.

Paragraph 4.2 Each Party to this Agreement shall comply with the Workers' Compensation laws of the State of Georgia at no cost to the other Party.

Paragraph 4.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other Party.

ARTICLE 5: RELEASE OF CLAIMS

Paragraph 5.0 Each Party agrees to release the other Party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly

arising out of the use of any vehicle, equipment, or apparatus by the Party to which said property does not belong during the provision of service pursuant to this Agreement.

ARTICLE 6: INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the Party regularly employing that employee.

ARTICLE 7: THIRD PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

ARTICLE 8: TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by the other Parties at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID

Paragraph 9.0 The requesting jurisdiction will dispatch all first responder units as per this Agreement. Fire apparatus will respond on first and multiple alarm structural fires in the Response District. The requesting jurisdiction will notify the furnishing agency(s) which radio channel to operate on. Aid shall be provided 24 hours a day, 365 days a year.

ARTICLE 10: ENTIRE AGREEMENT

Paragraph 10.0 This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 10.1 This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the Parties.

ARTICLE 11: TERMINATION

Paragraph 11.0 Any Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other Parties.

ARTICLE 12: SEVERABILITY OF TERMS

Paragraph 12.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 13: NOTICES

Paragraph 13.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the Party(s) intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate Party(s) at the appropriate address as identified below:

To City of College Park:

City of College Park
Attn: City Manager
3667 Main St.
College Park, Ga 30337

City of College Park
Attn: Fire Chief
3667 Main St.
College Park, Ga 30337

To City of East Point:

City of East Point
Attn: City Manager
2777 East Point Street
East Point, Georgia 30344

City of East Point
Attn: Fire Chief
2777 East Point Street
East Point, Georgia 30344

To City of Hapeville:

City of Hapeville
Attn: City Manager
3468 N. Fulton Ave.
Hapeville, GA 30354

City of Hapeville
Attn: Fire Chief
3468 N. Fulton Ave.
Hapeville, GA 30354

ARTICLE 14: GOVERNING LAW

Paragraph 14.0 This Agreement shall be governed in all respects as to the validity, construction, or otherwise by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURSIDCITION

Paragraph 15.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual Automatic Aid.

ARTICLE 16: INSURANCE

Paragraph 16.0 Each Party to this Agreement shall procure and maintain such insurance as is required by applicable federal and/or state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

ARTICLE 17: COUNTERPARTS

Paragraph 17.0 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

{SIGNATURE PAGES TO FOLLOW}

BY CITY OF COLLEGE PARK, GEORGIA:

_____

Bianca Motley Broom, Mayor

Date _____

Attest:

_____

Shavala Moore, City Clerk

Date _____

Recommended By:

_____

Wade Elmore, Fire Chief

Date _____

Approved as to Form:

_____

City Attorney

Date _____

BY CITY OF EAST POINT, GEORGIA:

_____ _____

Deana Holiday Ingraham, Mayor Date

Attest:

_____ _____

Keshia McCullough, City Clerk Date

Recommended By:

_____ _____

Corey Thornton, Fire Chief Date

Approved as to Form:

_____ _____

City Attorney Date

BY CITY OF HAPEVILLE, GEORGIA:

_____ _____

Alan Hallman, Mayor Date

Attest:

_____ _____

Sharee Steed, City Clerk Date

Recommended By:

_____ _____

David Bloodworth, Fire Chief Date

Approved as to Form:

_____ _____

City Attorney Date

Addendum A

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of College Park, the City of East Point, and the City of Hapeville Fire Departments will be considered the corporate limits of all three cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial for the City of College Park, City of East Point, and the City of Hapeville in responding to fire related emergencies. The 'Response District' may be modified through a written agreement with all the Fire Chiefs of the City of College Park, the City of East Point, and the City of Hapeville or their designees, as staffing, equipment, and local conditions within all municipalities evolve.

Addendum B

MEMORANDUM OF UNDERSTANDING

AGREEMENT OF AUTOMATIC AID BETWEEN THE CITIES OF COLLEGE PARK FIRE RESCUE, EAST POINT FIRE RESCUE, AND HAPEVILLE FIRE RESCUE

This Memorandum of Understanding ("MOU") is authorized by the mayors and councils of The City of College Park, The City of East Point, and The City of Hapeville, in an agreement dated _____.

The purpose of this MOU is to outline the procedures for implementing the Automatic Aid or Assistance response between the City of College Park Fire Rescue, the City of East Point Fire Rescue, and The City of Hapeville Fire Rescue. This MOU is a guide for routine operations.

AMOUNT AND TYPE OF ASSISTANCE

This Agreement is for the exchange of fire service in the specified Response District in Addendum A of this Agreement. Fire apparatus will respond on first or multiple alarm structural fire incidents in the Response District.

Companies required in addition to first or multiple alarm assignment must be requested in accordance with procedures established in this Agreement.

The 'Automatic Response' that may normally be expected within the ' Automatic Response District' for structure fire responses only will be:

College Park Fire Department:

One (1) Ladder Truck and/ or Engine Company (Class A)

East Point Fire Department:

One (1) Ladder Truck and/ or Engine Company (Class A)

Hapeville Fire Department:

One (1) Ladder Truck and/ or Engine Company (Class A)

These response levels may be altered by written agreement between the Fire Chiefs of the City of College Park, the City of East Point, and the City of Hapeville, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.

LIMITATIONS

If the agreed upon response from any of the Parties is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the requesting Party will be notified immediately.

TRAINING

Joint training exercises are to be conducted, at a minimum, once a year. The training exercises will be coordinated and observed by the City's Fire Chiefs or their designees, for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies
- EMS Procedures
- Equipment/Minor Tools Carried
- Mass Casualty Incidents (MCI)
- High-Rise Plan
- Incident Command System
- Communications
- Fire Ground Strategy and Tactics
- Live Fire Evolutions
- Search and Rescue Operations
- RIC (Rapid Intervention Crew) Operations
- Incident Safety Officer
- MARTA

COMMUNICATIONS

Communications between the cities will be provided by the 911 center of the jurisdiction receiving aid.

Communications from dispatch center to mobile units will be on 800MHZ frequency.

Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be the responsibility of each department. Maintenance training and replacement of radios will be the responsibility of the department that owns the radios.

DISPATCH TO EMERGENCIES

Upon receipt of an alarm in any of the designated response areas, the requesting city's 911 center will immediately dispatch the appropriate cities. Should the agreed upon assistance not be available, the requesting department will be notified.

INCIDENT COMMAND

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the jurisdictional department upon arrival at the scene will assume command of the incident.

FIRE INCIDENT REPORTING

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

REVISIONS

This MOU may be revised or amended at any time by mutual agreement of the Fire Chief's of the City of College Park, the City of East Point, and the City of Hapeville and any amendment shall be in writing.

Effective Date _____