



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, November 15, 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 November 1, 2021

ACTION:

B. Approval of Workshop Session Minutes dated November 1, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

5. Remarks of Citizens

6. Other Business

A. Consideration and Action on Amendments to Alcoholic Beverages Ordinance. See memorandum from City Attorney Danielle Matricardi. Also, see attached supporting documentation.

ACTION:

B. Quarterly Discretionary Balance Report for the Mayor and each City Council Member. See memorandum dated November 9, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

C. College Park Utility Assistance Grant Program Update. See memorandum dated November 10, 2021, from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

- D. Discussion and update on top ten delinquent property tax payers. See memorandum dated November 10, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

ACTION:

- E. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated November 10, 2021, from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

ACTION:

- F. Consideration and Action on Homestead Tax Exemption Resolution. See memorandum from City Attorney Danielle Matricardi. Also, see attached supporting documentation.

ACTION:

- G. Consideration of and action on a request to approve City Holiday Calendar for 2022. See Attached memorandum from Interim City Manager, Mercedes Miller dated November 9, 2021. Also, see attached proposed 2022 Holiday Schedule.

ACTION:

- H. Mayor and City Council consideration and approval of proposed City Council Meeting Schedule. See memorandum from Interim City Manager Mercedes Miller, dated October 22, 2022. Also, see attached proposed Council Meeting Schedule.

ACTION:

- I. Consideration of and action on a request from Ahmed Ismail, of Airport Marriott Gateway to host a Patel Wedding Baraat. This is a one-time special event to be held on November 20, 2021 from 8 a.m. to 9 a.m. See memorandum dated, November 8, 2021, from City

Clerk Shavala Moore. Also, see attached City of College Park Special Events Permit Application, Hold Harmless Agreement, and Route.

ACTION:

J. Consideration of and action on a request for approval of an easement that will allow for designated Residential Parking. See memorandum dated November 8, 2021, from City Planner Nikki Washington recommending approval. Also, see attached supporting documentation.

ACTION:

K. Consideration and Action on Approval of a Development Agreement with Rocklyn Homes. See memorandum dated November 3, 2021, from City Planner, Nikki Washington. Also, see attached supporting documentation.

ACTION:

L. 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. See memorandum dated November 9, 2021, from Economic Development Director Artie Jones, III. Also see attached supporting documentation. Ward 2.

ACTION:

M. Consideration of and action on a request for approval to allow Main Street Selfie Mural Project. See memorandum dated November 3, 2021, from Economic Development Director Artie Jones, III. Also see attached supporting documentation. Ward 2.

ACTION:

N. Consideration of and action on a request for authorization to issue credits to commercial accounts that have cooling towers. See memorandum dated November 9, 2021 from Power Director Hugh Richardson indicating that the total credits amount to \$76,798.26. Also, see attached list of commercial customers due to receive a credit.

ACTION:

-
- O. Consideration of and action on a request for approval to allow the Power Department to enter into an agreement with Georgia Power for GDOT Projects PI # 0013848 & 0013949- Buffington Road-Lighting plans. See memorandum dated November 9, 2021, from Engineering Director of Infrastructure and Development, Jackson Myers recommending approval. Also, see attached supporting documentation.

ACTION:

-
- P. Consideration of and action on a request for approval of updates to the city’s Retaining Wall Ordinance. See memorandum dated November 8, 2021, from Engineering Director of Infrastructure and Development, Jackson Myers recommending approval. Also, see attached supporting documentation

ACTION:

7. Public Hearings

- A. Request to Set a Public Hearing to consider the rezoning of 1905 Godby Road from C1 - Neighborhood Business to RM - MultiFamily Residential Zoning District. See memorandum dated November 5, 2021, from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 3.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval of contract renewal with Colliers International for Management Services. Please see memorandum dated November 10, 2021, from Interim City Manager, Mercedes Miller. Also, see attached supporting documentation.

ACTION:

-
- B. Consideration of and action on Bids received for Rhodes Street Widening and Improvements from Camp Creek Parkway to Redwine Avenue. See memorandum dated November 9, 2021, from Economic Development Director Artie Jones, III recommending

C.W. Matthew Contracting Company in the amount of \$9,734,945.05. Also see attached supporting documentation. Ward 2.

ACTION:

C. Consideration of and action on a request for approval of a contract extension with BDR for Program Management Advisory Services for Phase I of the Six West Development for a 12-month duration. See memorandum dated November 9, 2021, from Economic Development Director Artie Jones, III recommending contracting with BDR in the amount up to \$144,000 . Also see attached supporting documentation. Ward 2.

ACTION:

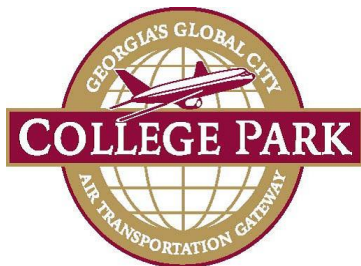
D. Consideration of and action on a request for approval of a contract with BDR Partners for program management services for the Rhodes Street Improvements. See memorandum dated November 9, 2021 from Economic Development Director Artie Jones, III recommending contracting with BDR in the amount of \$255,937.60. Also, see attached supporting documentation. Ward 2.

ACTION:

E. Consideration of and action on a request to purchase a replacement vehicle for Unit 97 in the Engineering Department. See memorandum dated November 1, 2021, from Engineering Director of Infrastructure and Development Jackson Myers recommending the purchase from Allen Vigil Ford at state contract pricing in the amount of \$28,300.00 Also, see attached supporting documentation. This is a budgeted item.

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: 9131

DATE: November 10, 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 November 1, 2021

See attached Regular Session Minutes dated November 1, 2021.

Thank you.

ATTACHMENTS:

- RS110121 (DOCX)

Review:

- Gabrielle Thornton Completed 11/10/2021 8:45 AM
- Sonya Harold Completed 11/10/2021 8:54 AM
- Mercedes Miller Completed 11/10/2021 9:20 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 1, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain Marjorie Dent.

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

ACTION: Councilman Clay moved to add to the agenda Item 4b, Amended Declaration of Local State of Emergency; and 7b, Resolution Regarding Millage Rate, seconded by Councilman Allen and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held October 18, 2021.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated October 18, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Workshop Session held October 18, 2021.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated October 18, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Introduction of New Employees by Director of Human Resources and Risk Management Christa Gilbert.

Director of Human Resources & Risk Management Christa Gilbert introduced the New Employees for September 2021 as follows:

48	Aniya Rolle	PT Gymnastics Instructor
49	Cornelius Martin	Laborer I
50	Stacey Mims	Laborer I
51	Ulysses Hutchinson	Equipment Operator II
52	Brittany Duncan	Police Officer
53	Ty’Kurian Williams	Firefighter Recruit
54	Eric Lillie	Firefighter Recruit
55	Aaron Turner	Firefighter Recruit
56	Rodney Cohens	Firefighter Recruit
57	Michael Mickens	Firefighter Recruit
58	Renard Neal	Firefighter Recruit
59	Mustafa Abdul Khaaliq	Firefighter Recruit
60	Reginald Etheridge	Firefighter Recruit
61	Joshua Stargell	Firefighter Recruit

62
63 Mayor Motley Broom said welcome everyone. I have seen the firefighter recruits out early
64 in the morning running, doing all of the things they need to do to help protect us and keep all
65 of our citizens safe. And we are so grateful for everyone’s efforts as they continue to help
66 build the community that we deserve.

67
68 B. Amended Declaration of Local State of Emergency.

69
70 Mayor Motley Broom said I trust that the Body has had the opportunity to receive and
71 review it.

72
73 Councilman Clay said correct.

74
75 **ACTION:** Councilman Clay moved to approve an Amended Declaration of Local State of
76 Emergency, seconded by Councilman Allen and motion carried. (All Voted Yes).

77
78 5. Remarks Of Citizens.

79
80 City Clerk Shavala Moore said we had one person to send in an email remark, Ms. Driver,
81 but she is on the agenda under Item 6g. I have no other comments.

82
83 Mayor Motley Broom asked, is there anyone that wishes to speak that did not sign up? We
84 have the opportunity for you to speak for 1 minute. If you are on the call, you can click the
85 raised hand button at the bottom of your screen or to the right of your screen. If you wish to
86 log on, Ms. Moore, let the people know how they should do that.

87
88 City Clerk Shavala Moore complied.

89
90 Mayor Motley Broom said I do not see anyone that wishes to speak that has clicked the
91 raised hand button. If anyone sees someone, let me know.

92
93 There were no raised hands.

94 6. Other Business.

95

96 A. Consideration of and action on a request for approval of Fiscal Year 2020-2021 Budget
97 Adjustments.

98

99 Director of Finance & Accounting Althea Philord-Bradley said the fiscal year is just to close
100 out Fiscal Year 2021. It is for appropriations that may have far exceeded appropriations for
101 Fiscal Year 2021. There was a budget adjustment of \$2.4 million. However, there was no net
102 effect to the General Fund Reserves as far as the usage. However, there was an addition to the
103 General Fund reserve of over \$2 million. This is just closing out the budget to make sure we
104 are in compliance with our legal level of control which is at the department level.

105

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

107

108 Councilman Gay asked, what was the budget adjustment for?

109

110 Director of Finance & Accounting Althea Philord-Bradley said this is for expenses that
111 exceeded the budget appropriations for 2021 throughout the departments overall. The budget
112 expenses did not exceed the overall budget. It did in some departments. For instance, there
113 were expenses related to Recreation Facilities, things of that nature. Police and Fire came in
114 under budget. The Executive Budget went over budget.

115

116 Mayor Motley Broom said a large majority of that was \$300,000.00 in legal fees.

117

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

119

120 Councilman Gay said thank you.

121

122 Director of Finance & Accounting Althea Philord-Bradley said you're welcome.

123

124 Mayor Motley Broom asked, can we get a bit of an explanation on the legal fees line item?
125 \$514,400.00 was budgeted and \$812,900.00 was spent. Was that in regard to Sandersville for
126 the most part?

127

128 Director of Finance & Accounting Althea Philord-Bradley said I would have to look into the
129 details, but the majority of that is related to Fincher & Denmark's expenses, and they may have
130 been related to lawsuits.

131

132 Mayor Motley Broom said okay.

133

134 Councilman Clay said I have a correction. We verified with Althea that on packet page 64,
135 the total at the bottom is for Police Patrol, not Police Investigations. Just a nit.

136

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

138

139 Mayor Motley Broom said in regard to some of the items Mr. Wall discussed at our last
 140 meeting, in terms of the transfers that needs to close out Fiscal 2021 for the GICC, Arena, and
 141 BIDA, those aren't reflected here; is that correct?

142
 143 Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am.

144
 145 Mayor Motley Broom asked, will you be coming back for those?

146
 147 Director of Finance & Accounting Althea Philord-Bradley said no, because we are not going
 148 to consider those budget transfers. It will be due to/due from other funds.

149
 150 Mayor Motley Broom said understood.

151
 152 Mayor Motley Broom asked, any other questions for Ms. Philord-Bradley?

153
 154 There were no other questions.

155
 156 Mayor Motley Broom asked, is there a motion?

157
 158 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
 159 Accounting Althea Philord-Bradley to approve the Fiscal Year 2020-2021 Budget
 160 Adjustments, seconded by Councilman Taylor and motion carried. (All Voted Yes).

161
 162 B. Discussion and update on top ten delinquent utility customer accounts.

163
 164 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley on either of these issues?

165
 166 Councilman Clay said no questions for me.

167
 168 C. Discussion and update on top ten delinquent property taxpayers.

169
 170 There were no questions on this item.

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

173
 174 Director of Finance & Accounting Althea Philord-Bradley said there is nothing new to
 175 report. Staff brought up 30 applications for approval, and that will be the final before we hit
 176 the \$610,000.00 mark. However, Fulton and Clayton County still have funds left, and the
 177 Department of Community Affairs as well. If you go to our City's website at
 178 www.collegeparkga.com and click on the Utility Grants Update and follow the link to the
 179 Fulton County/Clayton County and the Department of Community Affairs. So, please apply
 180 if you need assistance.

181
 182 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley?

183
 184 There were no questions.

185 E. Consideration of and action on a request for approval of a one-time incentive bonus for
186 City employees.

187
188 Interim City Manager Mercedes Miller said due to the financial situation, we could not afford
189 to give the employees a raise. So, we thought to keep everyone motivated, and for Christmas
190 we usually give \$200.00 for full-time employees and \$100.00 for part-time employees. And
191 this year we request that we give them a one-time incentive bonus of \$1,000.00 for each full-
192 time employee and \$500.00 for part-time employees.

193
194 Councilman Clay asked, when will this take effect?

195
196 Interim City Manager Mercedes Miller said the first week of December.

197
198 Mayor Motley Broom asked, and the source of this one-time incentive bonus?

199
200 Interim City Manager Mercedes Miller said Ms. Philord-Bradley, I think it is coming out of
201 the Arthur Funds.

202
203 Director of Finance & Accounting Althea Philord-Bradley said you are correct Madam City
204 Manager.

205
206 Councilman Allen asked, it is coming out of which funds?

207
208 Mayor Motley Broom said the American Rescue Plan.

209
210 Councilman Clay said I think it is richly deserved. I wish we could do more. But first
211 quarter of this year's results were not what we had hoped for. Anyhow, we have a way to go
212 yet.

213
214 Interim City Manager Mercedes Miller said yes, sir.

215
216 Councilman Gay said I'm not aware of the American Rescue Plan. What would be the
217 balance of that fund? And what other eligible uses is it for?

218
219 Mayor Motley Broom said for the first time ever, every city in America received direct
220 funding from the American Rescue Plan that Congress passed earlier this year. I believe our
221 allocation over the course of 2 years is \$5.7 million.

222
223 Director of Finance & Accounting Althea Philord-Bradley said yes, that's correct.

224
225 Mayor Motley Broom said so, we have received the first half, and the next half next year.
226 Some of that has gone towards this, and there are a ton of other ways in which Treasury
227 Guidelines have said that the funds can be used. Given our particular situation with the
228 challenges that we face with tourism, hospitality, and travel loss of \$17 million plus for the
229 Arena and the GICC and associated entities, going out on a limb to do projects is not really
230 what we can afford at this time. There are a number of cities that are using it to boost pay

231 for employees, but certainly given Mr. Wall's outlook for us based upon his presentation at
 232 our last workshop, as Councilman Clay said, we are not quite there yet. So, it is a long
 233 answer to your question Councilman Gay.

234
 235 Councilman Gay said I wasn't aware of it.

236
 237 Interim City Manager Mercedes Miller said this is \$380,000.00 for all the employees.

238
 239 Mayor Motley Broom asked, any other questions or comments?

240
 241 There were no further questions or comments.

242
 243 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources
 244 Christa Gilbert for a one-time incentive bonus for City employees, \$1,000.00 for full-
 245 time employees and \$500.00 for part-time employees, seconded by Councilman Gay
 246 and motion carried. (All Voted Yes).

247
 248 F. Consideration of and action on a request from CPMSA for the Hot Toddy & Wine
 249 Addition to the Tree Trail, to be held on the College Park Auditorium lawn, November
 250 29, 2021, 6 p.m. to 8 p.m.

251
 252 Main Street Manager Renee Coakley said with the success of the Wine Stroll that we had, we
 253 decided to add an additional portion to our Tree Trail on the 29th. As you are aware, the Rec
 254 Center is doing a light up, and they have hot chocolate for everyone. And CPMSA would like
 255 to have a warm cider with a little touch of something in it for the adults. And we are also
 256 going to offer to anyone that has a commemorative wine stroll glass a free wine pour. That is
 257 the only addition we would like to add to that evening's event, if the Body approves.

258
 259 Mayor Motley Broom asked, any questions for Ms. Coakley?

260
 261 Councilman Allen said the wine stroll was good, and I move to approve.

262
 263 **ACTION:** Councilman Allen moved to approve a request from CPMSA for the Hot Toddy &
 264 Wine Addition to the Tree Trail, to be held on the College Park Auditorium lawn,
 265 November 29, 2021, from 6 p.m. to 8 p.m., seconded by Councilman Clay and motion
 266 carried. (All Voted Yes).

267
 268 G. Consideration of and action on a request from Katina Driver of Angel Wings for the
 269 Missing Trafficked Homeless to host a Friendsgiving Road Race Fundraiser. This is a
 270 one-time special event to be held on November 20, 2021, from 8 a.m. to 2 p.m.

271
 272 City Clerk Shavala Moore said this is a request from Angel Wings from Katina Driver to host
 273 an event, a Friendsgiving Road Race, and a walk/run sidewalk. She is on the call if you have
 274 any questions for Ms. Driver.

275
 276 Mayor Motley Broom asked, any questions for Ms. Driver?

277 Councilman Clay said I brought up the concern with the insurance. You said you were
278 looking into it. So, do we have coverage for the event or not? What has been applied for?
279 According to the insurance company, they did not cover the event, the participants in the
280 event, it only covered the people that were staffing it. Have we worked that out Shavala?

281
282 City Clerk Shavala Moore said no, we have not. The last email I got was from Danielle
283 Saturday that they did have insurance, but it is not covering the actual event itself. So, it
284 needs to be modified, if this event is approved tonight and state that it is covering the entire
285 event and not just the staff.

286
287 Councilman Clay said that insurance company indicated that it does not provide that kind of
288 insurance. So, they can't amend their policy, unless I read it wrong. And I believe the
289 insurance that we have gotten for events covers the whole thing. It is a good cause. I'd like
290 to see it approved, but I don't think we can approve it without proper insurance.

291
292 Councilman Allen said it looks like there were going to be closures on Rugby and Camp
293 Creek Parkway.

294
295 Ms. Driver said part of it. They would come down Herschel Road and make a right on
296 Camp Creek and make another right on that side street on Global Gateway.

297
298 Councilman Allen asked, so you would like to block off part of Camp Creek?

299
300 Ms. Driver said yes.

301
302 Councilman Allen said that is the same day we are having the Turkey Giveaway, and it is
303 the same Saturday before Thanksgiving where a lot of people will be traveling. So, it's
304 going to be very busy on that day, and I worry about back-up traffic.

305
306 Ms. Driver said there are several different back roads that people could take another route.
307 Another reason is it is early in the morning comparing it to other walk/runs in the area. I am
308 actually from that area, so I kind of mapped it out to make sure that there were back streets.
309 It may be a little inconvenient for the early morning people, but there are different ways to
310 get to the airport and Camp Creek.

311
312 Councilman Allen said and the GICC, when they come up to get their turkey giveaway,
313 they can come a different way. I love the event. I think it is great. I just worry about
314 blocking off one of the lanes on Camp Creek. What time is the event?

315
316 Ms. Driver said it is 8 to 11. The walk is from 8 to 10. I was just saying 11 because in case
317 there were some stragglers. We are setting up at 6:00 a.m., and we will be in the back of the
318 park the majority of the time, so we won't even have to close off the park. It will be at the
319 parking lot where the firefighters practice and where they have hosted other events behind
320 Phillips Park.

321

322 Councilman Allen asked, will we have to have people blocking off streets? How will that
323 work?
324

325 Ms. Driver said I have volunteers in shifts. The first shift starts at 6:00 to 9:00. The only
326 thing that I would need assistance from the City would be cops, unless you tell me
327 otherwise. We do hire our own security, but we base it on what each city says we need. But
328 if we need cops, we have put aside provisions for that, which I would want cops to be there.
329 The first shift is 6 to 9. The next shift is 9 to 1. The next one is 1 to 4 and that is only for
330 cleanup. We also have floaters 2 hours in-between. We also send pictures after every event
331 to the City. We show pictures that we have cleaned up behind ourselves. And I did offer
332 to give reference from the City of Atlanta for events I have done there in different
333 nonprofit areas.
334

335 Councilman Allen asked, how many people do you think will be running?
336

337 Ms. Driver said I haven't posted the actual location because this is pending. It is
338 contingent upon what happens. We have had maybe 150 people at the most. So, it's not
339 going to be a large event. I wanted this area because I grew up in this area. I bought a
340 house right across the street from Mr. Gay. My family has been here for 43 years. I'm proud
341 of the area.
342

343 Mayor Motley Broom said Camp Creek is a State highway. Do we need to get the State
344 Highway Patrol involved, in order to block it off?
345

346 Ms. Driver said I don't know. I wasn't told that in any of my emails. We do have
347 volunteers.
348

349 Mayor Motley Broom said I don't have the answer to that, and you don't have the answer to
350 that, but our Interim Police Chief might.
351

352 Interim Police Chief Sharis McCrary said yes, ma'am. We will need to get approval from
353 the State to block off a roadway. And it would be the same for Main Street and Camp
354 Creek. Our concern was Herschel Road with the hills and everything right there. It's a two-
355 lane street.
356

357 Councilman Gay asked, can I make a suggestion?
358

359 Mayor Motley Broom said go right ahead, sir.
360

361 Councilman Gay said there was a Lupus Walk, and they used the park. I don't know if that
362 is a compromise, but I would like to offer that as a suggestion to make sure that your event
363 does move forward.
364

365 Interim Police Chief Sharis McCrary said I support your event as well, even if we have to
366 come together and figure out another route that would be to your liking.
367

368 Mayor Motley Broom said especially with the insurance not being what we typically
 369 require. I certainly wouldn't want anything to happen but a great outstanding event where
 370 everyone is safe.

371
 372 Councilman Gay said there is hardly any traffic on Global Gateway, and we own that road.
 373 So, that could be a potential street of your route.

374
 375 Mayor Motley Broom asked, any questions or comments for Ms. Driver?
 376

377 Councilman Clay said speaking for myself, I can't vote for this unless the insurance policy
 378 covers the event the same way we have all other events covered of this type. So, whoever
 379 makes the motion, make it such that that is required, and that is going to mean apparently
 380 going with a different insurance company than what they are using. I think they are using
 381 something called Thimble. They are a web-based insurance company. Otherwise, I would
 382 vote no.

383
 384 Interim City Manager Mercedes Miller said I will leave my number in the chat, and if you
 385 give me a call tomorrow Ms. Driver, we will see if we can help you.

386
 387 Ms. Driver said thank you.
 388

389 **ACTION:** Councilman Gay moved to approve a request from City Clerk Shavala Moore for
 390 Katina Driver of Angel Wings for the Missing Trafficked Homeless to host a
 391 Friendsgiving Road Race Fundraiser, to be held on November 20, 2021, from 8 a.m.
 392 to 2 p.m., contingent upon proper insurance and route owned by the City, seconded
 393 by Councilman Clay and motion carried. (All Voted Yes).
 394

395 H. Consideration of and action on a request for approval of Amendments to City Code re:
 396 Intersections with Traffic Signals.

397
 398 Councilman Clay said this is just housekeeping.
 399

400 Director of Infrastructure and Development Jackson Myers said we have approved this, and
 401 it has been updated in all of our maps and Google. Now it is for police to enforce this.
 402

403 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle Matricardi
 404 for Amendments to City Code re: Intersections with Traffic Signals, seconded by
 405 Councilman Gay and motion carried. (All Voted Yes).
 406

407 I. Consideration of and action on a request for approval to apply for US DOJ Grant funding
 408 Modification in the amount of \$82,237.00 to purchase Portable LED Sign and New
 409 Furniture for the front lobby of the Main Station.
 410

411 Mayor Motley Broom asked, any question for Interim Chief Sharis McCrary?
 412

413 There were no questions.

414 Mayor Motley Broom called for a motion.

415

416 **ACTION:** Councilman Allen moved to approve a request from Interim Chief of Police Sharis
417 McCrary to apply for US DOJ Grant funding Modification in the amount of
418 \$82,237.00 to purchase Portable LED Sign and New Furniture for the front lobby of
419 the Main Station, seconded by Councilman Clay and motion carried. (All Voted
420 Yes).

421

422 J. Consideration of and action on a request for approval to make minor changes to the T-
423 SPLOST Project Cooperation Agreement with Airport West Community Improvement
424 District (AWCID). Ward 1 & 3.

425

426 Mayor Motley Broom said these are minor changes. Any questions?

427

428 Councilman Clay said this is a no brainer.

429

430 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure &
431 Development Jackson Myers to make minor changes to the T-SPLOST Project
432 Cooperation Agreement with Airport West Community Improvement District
433 (AWCID), seconded by Councilman Allen and motion carried. (All Voted Yes).

434

435 K. City Council's consideration of and action on a request authorizing the Mayor to execute
436 a resolution to approve the issuance of revenue bonds by the College Park Business and
437 Industrial Development Authority.

438

439 Director of Economic Development Artie Jones said there is a multi-family mixed-use
440 project located at 5391 West Fayetteville Road. It goes by the name of the Somersby Project.
441 The Development Authority approved a bond resolution on August 12, 2021. The Authority
442 authorized the issuance and sell and delivery of the multi-family tax exempt mortgage backed
443 bonds and its multi-family housing revenue bonds in the amount up to \$30 million in
444 principal. I'm requesting that the City Council authorize the Mayor to execute a resolution
445 for these same bonds. I'm here to address any questions that you might have.

446

447 Mayor Motley Broom asked Mr. Jones, can you clarify for the people who may not have
448 looked over these documents with a fine tooth comb what issuance of revenue bonds means
449 and what it means for the City and the responsibilities of the City and BIDA in that regard?

450

451 Director of Economic Development Artie Jones said these particular bonds are not anything
452 that is going to cause anything that the City would have to pay for. These are paid for through
453 the rents from the multi-family developments that would be developed here at this particular
454 site. The Business Industrial Development Authority (BIDA) is serving as conduit for these
455 particular bonds. And it needs to be authorized by BIDA which was authorized on the 12th
456 of August. If Mayor & Council authorizes this, it will be the final step the City would need
457 to take with this particular project. There was a hearing last week that was held here at City
458 Hall in regard to this same project, and there were no issues or concerns, and that step has
459 already been completed with this particular project.

460 Councilman Gay asked, what liability, if any, does the City face in the case of default of the
461 project? Are we liable for debt of the bonds?
462

463 Director of Economic Development Artie Jones said no, sir, we are not responsible for the
464 debt of the bonds. This particular project has its own financing. And if there are any issues
465 or concerns with this particular project, the bank wants this project to be as successful as the
466 City because they would be responsible.
467

468 Councilman Gay asked, in the case of default, the bond issuer doesn't have to pay the debt?
469

470 Director of Economic Development Artie Jones said no.
471

472 Councilman Gay asked, does it affect our bond rating?
473

474 Director of Economic Development Artie Jones said this particular bond requires that it has
475 to be a high-rated project. And this particular project, since it is rated so high, that we are -
476 I better get Winston involved.
477

478 City Attorney Winston Denmark said the one concern that I have when issuing bonds is
479 whether or not the City is pledging its whole faith and credit to back the bonds. It sounds
480 like that is not happening, in that the bonds are backed by the funding from the project itself.
481 So, the City of College Park would not be the bond issuer, so it would certainly not affect
482 the City's bond rating. So, if BIDA is going to issue the bonds, the only question I would
483 have about that is why the City is consenting when BIDA can certainly issue the bonds on
484 its own.
485

486 Mayor Motley Broom asked City Attorney Winston Denmark, have you had an opportunity
487 to review this?
488

489 City Attorney Winston Denmark said no, ma'am, I have not. I became aware this evening.
490

491 Director of Economic Development Artie Jones said the City Attorney's office was at the
492 round table on this particular item.
493

494 Councilman Clay asked, as I recall, this was added to the agenda, was it not, after the original
495 package went out?
496

497 Mayor Motley Broom said no, it was not.
498

499 Councilman Clay asked, what item is this?
500

501 Mayor Motley Broom said this is Item 6K. We got ahead a little bit. We will go back. We
502 had some slide issues.
503

504 Councilman Gay asked, what other projects has the City issued bonds for of this size?
505

506 Mayor Motley Broom said there were items at the Gateway Center where this same financing
507 model was used; is that correct?.

508
509 Councilman Clay said that and the Arena. The difference with this deal, because I asked
510 some questions on it myself, I think the difference was in this is there is some reason which
511 I would like Artie to explain why it has to go through BIDA. It had to do with them getting
512 governmental approval, particularly, did it not?

513
514 Councilman Gay said the third question, you all answered together. I want to be clear. The
515 last time the City engaged in this large amount of bond issuance, are you telling me it was
516 the GICC and not the Arena?

517
518 Mayor Motley Broom said no. I was saying the Gateway Center for the Marriott.

519
520 Councilman Gay said thank you. That's all I wanted.

521
522 Councilman Clay said but this is different in that it is passing through, and BIDA does not
523 have responsibility for it, as I recall. It has something to do with them getting approval of
524 funding, didn't it? This was an indication of the City's support, and that's why we were
525 doing it.

526
527 Director of Economic Development Artie Jones said yes. Because of DCA Funding, a public
528 of nonprofit collaboration was needed to show support.

529
530 Councilman Clay said but for financial reasons, if that were not a requirement, it would not
531 have to go through BIDA, and that's the key point of the thing. It only passes through BIDA
532 not to take it off the tax rolls, like with PILOT payments, but rather it is to show the support
533 of the City so that they could get government funding or whatever with regard to it. That is
534 the way I remembered it.

535
536 Director of Economic Development Artie Jones said correct.

537
538 Councilman Clay said I think it is okay with the answers I received.

539
540 Councilman Gay said thank you.

541
542 Mayor Motley Broom asked, any other questions?

543
544 There were no other questions.

545
546 Mayor Motley Broom called for a motion.

547
548 **ACTION:** Councilman Clay moved to approve a request from Economic Development Director
549 Artie Jones, III authoring the Mayor to execute a resolution to approve the issuance
550 of revenue bonds by the College Park Business and Industrial Development
551 Authority, seconded by Councilman Allen. Councilman Clay voted yes.

552 Councilman Allen voted yes. Councilman Taylor voted yes. Councilman Gay
553 abstained. Motion carried.

554
555 L. Consideration of and action on a request for approval of Ordinance Amending
556 Chapter 4 (Animals).

557
558 Interim City Manager Mercedes Miller said as requested in the last meeting, we wanted to put
559 some kind of court fees and some kind of an ordinance in place to help people to adopt
560 regulations requiring them to remove their animal's waste. Any questions?

561
562 Councilman Allen asked, will you put out signs?

563
564 Interim City Manager Mercedes Miller said we are.

565
566 Mayor Motley Broom said as a pet owner, I will carry enough bags, and sometimes my
567 dog has other plans. And the number of bags I have exceed the amount of times that my pet
568 wishes to let the world know that she is out. I try to be a responsible pet owner. Are we
569 looking at a \$1,000.00 find or something smaller?

570
571 Interim City Manager Mercedes Miller said up to \$1,000.00.

572
573 Councilman Clay said I would hope it would be a minor fine.

574
575 Mayor Motley Broom said I would hope so.

576
577 City Attorney Winston Denmark said in that event, Section 1.8 of the Code comes into play,
578 which is the general provision, and it is up to \$1,000.00, and it would be at the discretion of
579 the Judge.

580
581 Mayor Motley Broom asked, does the Council feel strongly that there should be a lower
582 ceiling for this?

583
584 Councilman Clay asked, a fine?

585
586 Mayor Motley Broom said yes.

587
588 Councilman Clay said I think it should be a warning first before we fine them. But there are
589 some people, and I walk a lot, and I have stepped in it periodically, and I've seen people
590 walking their dog with no bags and no care whether they go on the sidewalk or not go on
591 the sidewalk. So, I think it is appropriate. A constituent brought this up to me, and I support
592 it. I just don't think it should be a monumental fine. I think we want to send a message to
593 people that we care about that.

594
595 Councilman Taylor asked, who is going to be policing this?

596
597 Interim City Manager Mercedes Miller said the Police Department or Code Enforcement.

598 Councilman Allen said the keyword is it is up to the discretion of the Judge. And they might
599 say you pick up trash and other things for X amount of hours. But I agree with the Mayor.
600 With our dogs, we used to have to come back and get bags and then go back. I don't know
601 how many people would do that. Pick up after your dog.

602
603 Mayor Motley Broom agreed.

604
605 Councilman Taylor said I know we had some type of ordinance in our parks, doggie bags in
606 the parks, but a person just walking down the street, a lot of people walk their dog, and if
607 Code Enforcement doesn't take a picture, how can we prove that my dog done it?

608
609 Councilman Clay said a lot of people have Ring doorbell cameras these days.

610
611 Mayor Motley Broom said in talking, there are habitual offenders. And I think she lives
612 next to a lot that is like a double lot, and people just let their dogs come and do what they
613 will. So, I think that is a very different situation than Councilman Allen's dog or my dog. I
614 went to the vet last week and took 3 bags, and I was short. But I do think there should be a
615 ceiling that is less than \$1,000.00. Perhaps a tiered thing. When we were talking about the
616 mask ordinance, the first time you get a warning; the second time it's \$25.00 or \$50.00, and
617 then its \$100.00, or something like that.

618
619 Interim City Manager Mercedes Miller said we can make those changes.

620
621 Councilman Allen said we just need to send a message.

622
623 Mayor Motley Broom said and we need to communicate that we need to keep College Park
624 beautiful.

625
626 Councilman Clay said there was one other article on packet page 260, the heading is
627 incorrect on the ordinance, it talks about signals as opposed to pets, and that's have been
628 fixed.

629
630 Mayor Motley Broom asked, do we want to add that portion and have it come back for the
631 meeting on the 15th, or do you want to go ahead and bring it and have it added later?

632
633 Councilman Allen said agree on \$200.00 and move on.

634
635 Councilman Clay said I don't think the ceiling needs to be real high. It is more sending a
636 message. I suggest not to exceed \$150.00. The first offense is \$25.00.

637
638 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle Matricardi
639 for the Ordinance Amending Chapter 4 (Animals), with amendment of fine not to
640 exceed \$150.00, and the first offense \$25.00, seconded by Councilman Taylor and
641 motion carried. (All Voted Yes).

642
643 M. Discussion and Update on Finding the Flint Headwaters.

644 Program Assistant Tasha Hall-Garrison gave a brief update on Finding the Flint
 645 Headwaters. For those of you who are not familiar with the project, we have been working
 646 collaboratively since 2017 with Finding the Flint, as well as the Conservation Fund to assist
 647 in acquiring the property of 7.8 acres of storm water drainage property from MARTA. We
 648 did receive an announcement in March of this year that MARTA did agree at that time to
 649 sell the property. Unfortunately, though, I will advise Mayor & Council that we were
 650 updated back in September that the property is actually tied into some bond financing. So,
 651 we are looking at alternatives to purchasing such as lease, but the project is still moving
 652 forward.

653
 654 Program Assistant Tasha Hall-Garrison said as stated in the packet, we are going after some
 655 additional grant funding. We did submit for the GOSA Grant previously, but due to the lack
 656 of funding resolution which we were not able to provide due to the update from MARTA,
 657 we were not able to receive that grant. We have received \$100,000.00 from Microsoft
 658 and \$60,000.00 from U-Haul. I wanted to provide a brief video done by Georgia Power on
 659 the project just to give more insight so viewers at home could know the importance of what
 660 we are looking to bring to College Park.

661
 662 **(Video Played)**

663
 664 Program Assistant Tasha Hall-Garrison said I did provide in your packet an overview of
 665 what was selected and what was requested by citizens during our charrettes, as well as what
 666 is planned for the park. Any questions?

667
 668 Mayor Motley Broom asked, any questions for Ms. Hall-Garrison?

669
 670 There were no questions.

671
 672 7. Public Hearings.

673
 674 A. Public Hearing to receive comments on the final adoption of the proposed Millage Rate
 675 for Fiscal Year 2021-2022. This is the final of three public hearings scheduled to receive
 676 public comments.

677
 678 Mayor Motley Broom asked City Clerk, can you explain how they can go to the public
 679 hearing?

680
 681 City Clerk Shavala Moore complied.

682
 683 Mayor Motley Broom said our millage rate is not increasing this year, correct?

684
 685 Mr. Latona said that is correct.

686
 687 Mayor Motley Broom said the millage rate is staying at 12.619 and has been there since
 688 2012.

689

690 Mr. Latona said yes.

691
692 Mayor Motley Broom said the State requires us to publish it as an increase because of the
693 increase in property values, correct?

694
695 Mr. Latona said yes. Calculations involving the rollback requires us to advertise it as an
696 increase, although we haven't changed our value since 2012.

697
698 Mayor Motley Broom said we have at least one person who wants to speak at the public
699 hearing.

700
701 Mayor Motley Broom asked, are there any questions or comments from Council?

702
703 Councilman Clay said I will make mine after public comment.

704
705 Mayor Motley Broom declared the public hearing open.

706
707 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
708 or against the final adoption of the proposed Millage Rate for Fiscal Year 2021-2022.

709
710 Mr. John Duke said the millage rate has not gone up, but the rollback rate is 0.75 mils. And
711 the reason that is published is because you are going to be collecting more revenue than you
712 did last year because property values have gone up. So, technically it is a tax increase, which
713 I have no problem with it.

714
715 Mr. Duke said again, I have said this before, but I will repeat it again for the record. If we
716 knew what we were using the money for; like here (indicating) we paid for all of our services
717 through our power bills and everything, but the 0.75 mils rollback rate, that equates to
718 somewhere - - It varies whether the discount is on business property. I know my house is
719 discounted down to 40 percent because of the fair market value as listed by Fulton County.
720 So, the 0.75 mils rollback rate is somewhere between an extra half a million dollars. It could
721 be as high as \$1 million. It is probably between \$400,000.00 up to maybe \$1 million. So,
722 you are getting more revenue.

723
724 Mr. Duke said so, I'll make a request with the extra revenue. Could we get a wide
725 pedestrian corridor on say Fairway Drive? That would be awesome. Or something else, an
726 amenity for our community? And I will leave it at that.

727
728 Mr. Duke said I would like to make a comment on the \$30 million bond by BIDA.

729
730 Mayor Motley Broom said this is just for the millage rate.

731
732 Mr. Duke said it has bearing on the millage rate because we are liable for the bonds. And if
733 it is not paid for, it is paid through property taxes.

734
735 Mayor Motley Broom said we are here on the millage rate.

736 Mr. Duke said it is related. And our property tax does go towards all debt we owe. So,
737 there you go.

738
739 Mayor Motley Broom said thank you, sir.

740
741 Mayor Motley Broom declared the public hearing closed.

742
743 Councilman Clay said when we set the millage rate and agreed that we did not want to raise
744 it; that was before we had seen the first quarter fiscal year financials for 2022. It was
745 also before Mayor & Council did the final review of the battery storage system down near
746 South Fulton Parkway and 29. We can't change the millage rate. Contrary to Mr. Duke, I
747 would be inclined to increase the millage rate, but we can't. We are too far down the pike
748 on the existing millage rate.

749
750 Councilman Clay said but I would say to the citizens; that based on the performance in the
751 first quarter, if this continues and if we have another variant of COVID coming, I think we
752 are going to end up having to raise the millage rate. And like I say, we did turn down \$4
753 million a year from the battery storage facility system for reasons and concerns over it. But
754 I think we are going to have a millage rate increase, unless something dramatically changes
755 in the next year. The reason I am bringing it up is because I don't want it to be a big
756 surprise, if I make that argument next year.

757
758 Mayor Motley Broom asked, any other comments?

759
760 There were no further comments.

761
762 B. Resolution Regarding Millage Rate.

763
764 Mayor Motley Broom asked, are there any questions?

765
766 There were no questions.

767
768 Mayor Motley Broom asked, is there a motion to adopt the resolution?

769
770 **ACTION:** Councilman Clay moved to approve the Resolution Regarding the Millage Rate,
771 seconded by Councilman Allen and motion carried. (All Voted Yes).

772
773 C. Public Hearing for Review of the Final Development Plan for Six West Residential.

774
775 Mayor Motley Broom asked City Clerk to let the citizens know how to leave a comment.

776
777 City Clerk Shavala Moore complied.

778
779 City Planner Nikki Washington said this is part of the Six West Development, the rezoned
780 planned development (PD) in July of 2020, Now we are at the point where we are starting

781 to get developers. It needs to come back for a public hearing. This is just for the residential
782 part of the development. I do have some slides, and Jessica Hill is here to present as well.

783
784 Ms. Jessica Hill, Representing Southeast Capital, gave a power point presentation and said
785 we are the proposed developer of this property. I am joined by Kim Robinson, Jim Clark,
786 and Dylan Lee our Civil Engineer. This is just under 60 acres of the 311 acres, and that is
787 only the residential. The development was approved for a combination of single-family
788 homes, townhomes, and multi-family apartments. Sixty-nine of them are single-family; 117
789 are townhomes; and 260 are multi-family units.

790
791 Ms. Hill said there will be parking provided throughout the project. The townhomes and
792 the single-family homes will each have 2-car garages. There is also parking provided, surface
793 parking along that spine road that you can see running north/south, and there are some
794 parking pockets within the project for guest parking.

795
796 Ms. Hill said the project exceeds the open space requirements, even with the inclusion of the
797 Brady Recreation Center. This project has about 51 percent, if you exclude the Brady
798 Recreation Center. We have asked for some modifications to the original approval of this
799 project. It was approved as a preliminary concept plan. There have been some modifications
800 to the building placement and layout. We have modified the single-family lot size to be 50 X
801 100 as a minimum. We updated the housing styles that are included.

802
803 Ms. Hill discussed plans for the multi-family units and townhomes via the screen.

804
805 Ms. Hill said we are asking to adjust the minimum street size and the building separation in
806 some instances. Those adjustments have been vetted by the Fire Marshal. The last ask is to
807 decrease the minimum square footage for the one at the bottom of the road from 800 to 758
808 square feet. There is a discrepancy in the application. There are about 84 units that have that.
809 Overall, the multi-family building has an average of 1,000 square feet, so we exceed the
810 minimum but, again, are asking for that slightly smaller and more obtainable units.

811
812 Ms. Hill said we have been working with city staff and are hopeful that you will approve this
813 final development plan tonight. And I will be happy to answer any questions that I may not
814 have addressed in my presentation.

815
816 Mayor Motley Broom asked, any questions for Ms. Hill?

817
818 Councilman Allen asked, on your site plan, I think it is your Building 5000 shown at the 2:00
819 position. All the other buildings, if there is a fire, a fire truck can get down to the front, but it
820 looks like there are some apartments on the backside, and I don't know how a fire truck would
821 get back to the backside.

822
823 Ms. Hill said I will let Dylan Lee our Civil Engineer answer that question.

824
825 Mr. Lee said for fire truck access, from a code perspective, the International Fire Code does
826 ask us to provide an aerial access road from one side of the building. For that building

827 5,000, that front drive out is what would be required that they use for aerial apparatus. They
828 can come there and use the truck to service both front and back. They wouldn't be able to
829 get a truck back behind it but would use the drive in the front there, and the outriggers would
830 be able to access that building for safety.

831
832 Councilman Allen asked, and the Fire Marshal feels it is okay?

833
834 Mr. Lee said yes.

835
836 Councilman Allen said I don't know if Chief Elmore has a comment.

837
838 Fire Chief Wade Elmore said we carry approximately 2,500 feet of hose on the trucks. So,
839 we could get around the back if we have to, along with our ladder truck.

840
841 Councilman Allen asked, so they could get around and get up to the third floor?

842
843 Fire Chief Wade Elmore said yes.

844
845 Councilman Clay asked, if you have to rescue someone from an upstairs window, how do
846 you do that? Do you plan on being able to drive a ladder truck back there, because there is
847 an issue with grade; isn't there? Is that ground level behind that building?

848
849 Fire Chief Wade Elmore said if it is level ground, we should be able to. We have ground
850 ladders that could reach the third floor. If it is not level, we would have to do our best to
851 access it through the front of the apartment.

852
853 Councilman Clay asked, do you know whether those are contour lines or not back there?

854
855 Ms. Hill said the lines are the stream buffer lines.

856
857 Councilman Clay said one of the drawings does show actual contour, but not on that one I
858 guess. If you do drive a fire truck into that parking area, how do you turn around?

859
860 Mr. Lee said the site does slope away from the building on the backside. However, we do
861 grade out a shoulder for people to access behind there, whether it is 10 feet or 15 feet. As
862 far as a turn-around goes, the fire truck will be able to make fire maneuvers and swing
863 around all the turns you see in front of building 5000. So, if they pull up in front of it, they
864 can head east and loop around in front of building 4000 or vice-versa.

865
866 Councilman Clay asked, are you good with that, Chief?

867
868 Fire Chief Wade Elmore said yes, I am.

869
870 Mayor Motley Broom asked, any other comments or questions?

871

872 Councilman Clay said I have several. Those streets have been narrowed by 4 feet. They
873 were intended to be 24 feet and narrowed to 20 feet, I believe. And I think my street is
874 about 24 feet. I don't think it is going to be feasible to have parking on any of those streets.
875 And I know you talked about the spine street. You didn't talk about the side streets through
876 the facility. Is there an intention to have parking on those side streets?
877

878 Ms. Hill said the plan does not show parallel parking along the side streets. The streets that
879 are 20 feet in width would not have parking included on them.
880

881 Councilman Clay said they will be marked no parking. And parking would not be
882 allowed on those streets. Everybody good with that? Because if we have to bring a fire
883 truck down there, and you have some of the curves that you have, if there is parking on
884 those streets at 20 feet, I don't think you are going to make it.
885

886 Mr. Lee said the only streets that are 20 feet wide are the interior roads for the townhome
887 units. All public streets that are going to be dedicated are all 24 feet wide. All streets within
888 the multi-family are 24 feet wide.
889

890 Councilman Clay said okay. So, then possibly we could allow parking on the other streets,
891 the 24 foot street. Maybe on one side, let's say. Would you agree with that?
892

893 Ms. Hill said not as proposed in this plan.
894

895 Councilman Clay said I'm concerned about parking. And I'm concerned if someone has a
896 party and has guests, where do they park? It would have been nice to have an idea of
897 coloring a particular multi-family building red, let's say, and then show the red parking area
898 for that building or blue. So we would know how far away the people would have to park
899 typically from their building. Or what is the worst distance they would have to walk from
900 their building to their parking place?
901

902 Ms. Hill reiterated the parking spaces for the units.
903

904 Councilman Clay said if only the streets that are interior are a problem, we might be okay on
905 the outer boundary.
906

907 Councilman Allen said for the single-family homes, you had 3 or 4 designs. They look
908 like they are all the same. Are you going to be developing more, if possible?
909

910 Ms. Hill said I will let Mr. Kim Robinson or Mr. Jake Clark address that.
911

912 Mr. Kim Robinson with Southeast Capital said we are still evolving the single-family
913 detached plans. The geometry has resulted such that they are based on the geometry of the
914 townhomes. We are using the plans that we've shown in this presentation as a design
915 direction, but they are by no means finished. But we are showing what it could be, and we
916 will be following a prescribed design covenant that are in the PD Zoning. What you are
917 seeing are not products that we have built before but plans that we have tweaked, and we

918 will be going back. And it behooves us as a “for sale” product to make them as unique as
919 possible. So, we have 3 different plans, each slightly different, but certainly we will be
920 augmenting and pushing and pulling them, the elevations and the plans, in conjunction as
921 they fit inside that single-family detached box. The buildable area, if you will, that is
922 represented on the site plan.

923

924 Councilman Clay asked, is there any opportunity that when you end up, that you will have
925 more than 3 floor plans?

926

927 Mr. Robinson said there is a possibility. But, again, they won’t exceed the buildable box
928 that is shown on each site of the plans before.

929

930 Councilman Clay said of course. You have 3 floor plans and 3 elevations, if you will, and
931 you repeat them over and over again. My second question is: If somebody wants to come
932 in and customize their particular single-family home, could they do that?

933

934 Mr. Robinson said yes. We have a design center whereby there will be a level of selections.
935 It starts off at a price point, and that would be the most affordable within the area. They can
936 choose good, better, or best. Each one will represent a different price point. There will be
937 some flexibility there, as well as with the townhomes.

938

939 Councilman Clay asked, they could change the floor plan, so to speak?

940

941 Mr. Robinson said yes, as long as it fits within that box.

942

943 Councilman Clay asked, and you intend to offer that option?

944

945 Mr. Robinson said yes. It behooves us to put the best product that we can and then another
946 product that would represent a slightly higher price point.

947

948 Councilman Allen asked, if I want to make the outside brick, I could do that for an extra cost
949 to make it look a little bit different?

950

951 Mr. Robinson said correct.

952

953 Councilman Allen said thank you.

954

955 Mayor Motley Broom asked, any other questions or comments from the Body?

956

957 Councilman Taylor asked, what are the starting price points for the single-family homes and
958 the townhomes?

959

960 Mr. Robinson said we haven’t established that yet. We have commissioned a market study
961 that will tell us who our customers are likely to be and what our price points should be set at
962 based on the price points across College Park.

963

964 Councilman Allen asked, do we have a pool for the townhomes?
965
966 Mr. Lee said on the roundabout.
967
968 Councilman Clay asked, and through the HOA, you could visit the pools?
969
970 Mr. Clark said yes. We can draft the documents that would include that situation, yes.
971
972 Councilman Clay said I'm good.
973
974 City Clerk Shavala Moore explained to the public how they can participate in the public
975 hearing.
976
977 Mayor Motley Broom declared the public hearing open.
978
979 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
980 or against the Review of the Final Development Plan for Six West Residential.
981
982 Ms. Hines said with regard to the additional 400 homes, all that is behind me. We have had
983 some issues with the power grid in College Park and a number of power outages. With this
984 additional load on the College Park power grid, has there been any work done around
985 improving that so that perhaps we don't have the number of power outages? Could anybody
986 speak to that?
987
988 Director of Power Hugh Richardson said there will be no power strain issues by adding
989 these units at all. We have several ways we can serve this subdivision. We have 2 different
990 feeds. And the megawatts on this subdivision may be 5. It is not like any large part loads
991 that we serve.
992
993 Ms. Hines said I live in The Links. In the 4 years I have been here, I have been a little
994 surprised at the number of outages that we have had just in the time I have been here. So,
995 perhaps that speaks to maybe some issue about the capacity of the grid that we have.
996
997 Director of Power Hugh Richardson said it is not a capacity issue. It's about weather
998 disturbances that cause those outages.
999
1000 Councilman Clay said weather and trees.
1001
1002 Ms. Hines said okay.
1003
1004 Ms. Jefferson asked, for the multi-family units, will this project receive any LIHTC credits?
1005 And if so, what is the percentage of the total units developed that will be subsidized?
1006
1007 Mr. Clark said nothing.
1008
1009 Ms. Jefferson asked, what will be the price ranges for the multi-family units?

1010 Mr. Jack Clark with Southeast Capital said they start the 1's in the 1,200's; 2's in the
1011 \$1,500's; and 3's in the high \$1,800's.

1012
1013 Ms. Jefferson said that was it.

1014
1015 Mr. John Duke said it's a good looking project. I like the 4 entryways. I think that's an
1016 excellent asset. The only question I have is: Will there be a sidewalk on Redwine?

1017
1018 Mr. Clark said yes.

1019
1020 Mayor Motley Broom asked, anyone else who wishes to speak during this public hearing?

1021
1022 There were no further questions or comments.

1023
1024 Mayor Motley Broom declared the public hearing closed.

1025
1026 Mayor Motley Broom asked, any other questions or comments from Council?

1027
1028 Councilman Clay said I'm good.

1029
1030 Mayor Motley Broom called for a motion.

1031
1032 **ACTION:** Councilman Clay moved to approve the request from City Planner Nikki Washington
1033 for the Final Development Plan for Six West Residential, seconded by Councilman
1034 Allen and motion carried. (All Voted Yes).

1035
1036 8. Bids, Change Order Requests And Contracts.

1037
1038 A. Consideration of and action on a request for approval to renew a service agreement
1039 between Destination Marketing Organization (DMO) and the City of College Park to
1040 promote tourism, conventions, and trade shows to the City and the Atlanta Airport
1041 District.

1042
1043 Mayor Motley Broom asked, any questions for Ms. Andria Towne?

1044
1045 Interim City Manager Mercedes Miller said there are no changes to the contract. Ms. Cookie
1046 Smoak is out of town; that is why Ms. Towne is here.

1047
1048 Councilman Clay said the agreement that we have has been very beneficial. And there is no
1049 change in the - - It is still a certain percentage of the tax revenue that we support.

1050
1051 **ACTION:** Councilman Allen moved to approve the request from Interim City Manager
1052 Mercedes Miller to renew a service agreement between Destination Marketing
1053 Organization (DMO) and the City of College Park to promote tourism, conventions
1054 and trade shows to the City and the Atlanta Airport District, seconded by Councilman
1055 Clay and motion carried. (All Voted Yes).

1056 B. Consideration of and action on a request for approval to secure a third-party entity to
1057 obtain naming rights sponsorships for the GICC/Gateway Center ARENA @ College
1058 Park.

1059
1060 Interim Executive Director of the GICC Denise Cole said I would like to seek approval to
1061 select the Superlative Group as our procurer for vendor sponsorship and naming rights for the
1062 GICC and the Gateway Center Arena. Kyle Canter is on the line to answer any question you
1063 may have.

1064
1065 Mayor Motley Broom asked, is this professional services, so we don't bid it out?

1066
1067 Interim Executive Director of the GICC Denise Cole said this is not a budgeted item. They
1068 would get paid based on commission, if they were to secure naming rights or sponsorship.

1069
1070 Mayor Motley Broom asked, would we then put out an RFP? Is that portion aligning with
1071 what is typical in this market? How do we know?

1072
1073 Interim City Manager Mercedes Miller said we put out an RFP prior to this. We had to pay
1074 other money in upwards of \$60,000.00. And this time we are not having to pay any money
1075 up front. So, we thought it was a good deal in the revenue.

1076
1077 Interim Executive Director of the GICC Denise Cole said Superlative had worked with us
1078 before. But during that time, the Council did not opt to go with that naming right, so they do
1079 have a track record in securing naming rights and sponsorship.

1080
1081 Councilman Gay said that's a good point. But I do think we have a State Law where we
1082 can't bid out without a competitive bid. Those conditions you mentioned, but I don't
1083 know that you could just sole source this out.

1084
1085 Mayor Motley Broom asked City Attorney Winston Denmark, have you had an opportunity
1086 to review this item?

1087
1088 City Attorney Winston Denmark said no, not for purposes of procurement. I thought it was
1089 competitively bid. I'm not suggesting that it needs to be, but I think that if that needs to
1090 happen, we need to take a look at that.

1091
1092 Mayor Motley Broom asked City Attorney Winston Denmark, can you let us know what
1093 kind of an analysis would be necessary?

1094
1095 City Attorney Winston Denmark said yes. Obviously, the conversation model certainly
1096 matters, if it was classified and falls under the services of professional services on the one
1097 hand, whether they are going to be paid a fixed contractual fee, or whether they are going to
1098 be "at risk" and earn a commission. All of those things could be met under our purchasing
1099 policy, which was just rewritten, would have to factor into the equation, in terms of whether
1100 or not it would have to be bid.

1101

1102 Mayor Motley Broom asked, will you be able to give us an opinion on that this evening?

1103

1104 City Attorney Winston Denmark said no, ma'am. There are too many moving parts to
1105 determine whether it needs to be competitively bid. I didn't anticipate that question. I didn't
1106 look at it for those purposes.

1107

1108 Interim City Manager Mercedes Miller said it has gone before legal.

1109

1110 Interim Executive Director of the GICC Denise Cole agreed.

1111

1112 City Attorney Winston Denmark said we can't anticipate every question that might arise with
1113 regard to a matter that might come before Council. There are too many questions that I need
1114 to answer.

1115

1116 Councilman Clay said several years ago, we put this out for bid, and this firm came in, I think
1117 it was a 17 percent commission. And another firm came in with a 15 percent commission.
1118 And I think we gave the bid to the 15 percent commission firm. So, I don't know when this
1119 firm brought the example that was mentioned earlier, because they were never under contract
1120 to bring it. The firm was SMB. This is a 25 percent commission. So, we are going from 17
1121 percent to 25 percent. And yes, Mercedes said we paid \$60,000.00 for the other firm, not this
1122 firm. I'm a little confused about who had the contract before. I didn't think it was this
1123 company.

1124

1125 Interim City Manager Mercedes Miller said we paid it to both. Our initial was with
1126 Superlative. They did all the background. That was before the Arena was there. And they
1127 came up with the naming rights deal. When they came up with the naming rights deal, the
1128 Council did not like the company that came. So, at that point, we let it go for a couple of
1129 years and then we brought it back again. Then we paid another \$60,000.00, and that company
1130 did not produce anything. The reason that the commission is higher is because we are not
1131 having to pay that upfront money again.

1132

1133 Councilman Clay said I understand. So, if you are talking about the naming rights contracts
1134 that go out 20 years or 10 years, what can we expect, just the ballpark, for naming rights for
1135 a facility?

1136

1137 Interim City Manager Mercedes Miller said when we just had the GICC, it was \$340,000.00
1138 a year.

1139

1140 Councilman Clay said okay. So, that is close to 360, and a quarter of 360 would be
1141 \$900,000.00. So, say \$800,000.00 a year would be their 25 percent commission. So, if their
1142 cut is \$825,000.00, and I think if we get through this COVID crisis and the Arena in this
1143 package, \$60,000.00 compared to \$825,000.00 a year, I think I would go for the 15 percent
1144 commission and pay \$60,000.00. That is where we are talking about competitive bidding and
1145 looking for the best deal. I don't understand how we could go with something as big as
1146 \$25,000.00. They could make \$850,000.00 a year for 10 years. That is \$8.5 million, and we
1147 would let that go for \$60,000.00. I just throw that out.

1148 Interim City Manager Mercedes Miller said before our deal was \$340,000.00 a year. Twenty-
 1149 five percent they would get. Before the deal we had to pay, on the contracts before we paid
 1150 up to \$60,000.00 upfront to include expenses, and they still got 17 percent commission off of
 1151 whatever the deal was.

1152
 1153 Councilman Clay asked Interim City Manager, so you think this is a good deal Mercedes?
 1154

1155 Interim City Manager Mercedes Miller said we paid 2 companies almost \$120,000.00 to find
 1156 us a naming rights deal. And when we got the naming rights deal, it was \$300,000.00. And
 1157 it was just for the Convention Center. Now that we have the Arena, I think we can double
 1158 that amount in finding a naming rights deal. Or even if we just get one for the Arena, it will
 1159 cut some of the expenses that we have.

1160
 1161 Councilman Clay said I hear you. Sounds like an awful high percentage, that's all.
 1162

1163 Councilman Gay said I think we just evaded the question. I don't think there is a service
 1164 contract. I think it should be competitively bid and should factor in all these contentions.
 1165 I would like for us to do the process right.

1166
 1167 Councilman Clay agreed.
 1168

1169 Mayor Motley Broom said I think we need a determination from legal as to the process that
 1170 we need to follow. Mr. Denmark, how long will it take for you to get that for us?
 1171

1172 City Attorney Winston Denmark said I can answer the question by morning.
 1173

1174 Councilman Gay moved to table, seconded by Councilman Clay.
 1175

1176 Councilman Taylor asked, did we do that before this item?
 1177

1178 Mayor Motley Broom said the DMO is a State function. That is an entirely separate issue.
 1179

1180 Councilman Clay said and a contract for 4 cities.
 1181

1182 Councilman Taylor asked, what does the rule say?
 1183

1184 City Attorney Winston Denmark said we are obligated with hotel/motel tax to contract with
 1185 the DMO pursuant to Statute 15750. So, we would not have to bid out the DMO services.
 1186

1187 Councilman Taylor said okay.
 1188

1189 **ACTION:** Councilman Gay moved to defer to the next meeting the request from Interim
 1190 Executive Director Denise Cole to secure a third-party entity to obtain naming rights
 1191 sponsorships for the GICC/Gateway Center ARENA @ College Park, seconded by
 1192 Councilman Clay and motion carried. (All Voted Yes).
 1193

1194 C. Consideration of and action on a request for approval to purchase a replacement Leaf
1195 Vacuum Truck under State Contact at a cost of \$219,683.00.
1196

1197 **ACTION:** Councilman Clay moved to approve a request from the Director of Public Works
1198 Melissa Echevarria to purchase a replacement Leaf Vacuum Truck under State
1199 Contact at a cost of \$219,683.00, seconded by Councilman Gay and motion carried.
1200 (All Voted Yes).
1201

1202 D. Consideration of and action on a request for approval on the financing terms of the lease
1203 to purchase a Leaf Vacuum Truck agreement with Truist Bank in the amount of
1204 \$220,000.00.
1205

1206 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
1207 Accounting Althea Philord-Bradley for the financing terms of the lease to purchase a
1208 Leaf Vacuum Truck agreement with Truist Bank in the amount of \$220,000.00,
1209 seconded by Councilman Gay and motion carried. (All Voted Yes).
1210

1211 E. Consideration of and action on a request for approval of the emergency sanitary sewer
1212 main repair located on Godby Road. Ward 3.
1213

1214 Mayor Motley Broom asked, any questions for Ms. Echevarria on that?
1215

1216 Councilman Clay said I have one question. That sewer should not have collapsed. That was
1217 a relatively new building. Can we make the contractor liable to pay us? And have we checked
1218 it out to see if that dirt was adequately tamped down beneath the sewer pipe so that more of
1219 it doesn't collapse?
1220

1221 Director of Public Works Melissa Echevarria said we had someone on sewer staff
1222 monitoring that project. The urgency came because we got a call from the police precinct on
1223 Godby Road that they were not able to flush their toilet. I can get some further information
1224 and get back to you on that. But they were there, and the urgency was there.
1225

1226 Councilman Clay said I will move to approve. But going forward, somebody owes us some
1227 money, I think.
1228

1229 Director of Public Works Melissa Echevarria said I will follow up first thing in the morning.
1230

1231 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works
1232 Melissa Echevarria to recommend Kemi Construction Co., Inc. for the emergency
1233 sanitary sewer main repair located on Godby Road, in the amount of \$28,100.00,
1234 seconded by Councilman Allen and motion carried. (All Voted Yes).
1235

1236 F. Consideration of and action on a request for approval to purchase two police vehicles for
1237 the Patrol Division.
1238

1239 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Sharis
 1240 McCrary to purchase two police vehicles for the Patrol Division, in the amount of
 1241 \$73,920.24, seconded by Councilman Taylor and motion carried. (All Voted Yes).
 1242

1243 G. Consideration of and action on a request for approval to utilize NAFECO as the Fire
 1244 Department protective clothing supplier for Fiscal Year 2021-22.
 1245

1246 Councilman Clay said they are the ones we have been using.
 1247

1248 Fire Chief Wade Elmore said yes, sir.
 1249

1250 Fire Chief Wade Elmore said one other thing, the temps that we hired, we need to purchase
 1251 the turnout gear for them at a cost of \$34,470.00.
 1252

1253 Councilman Clay said we should be very happy that we have new recruits that cause us to
 1254 spend that extra money.
 1255

1256 Councilman Allen said and we need to make sure they have everything that they need.
 1257

1258 Mayor Motley Broom said thank you Chief.
 1259

1260 Fire Chief Wade Elmore said you're welcome.
 1261

1262 **ACTION:** Councilman Allen moved to approve a request from Fire Chief Wade Elmore to
 1263 utilize NAFECO as the Fire Department protective clothing supplier for Fiscal Year
 1264 2021-22, in the amount of \$34,470.00, seconded by Councilman Clay and motion
 1265 carried. (All Voted Yes).
 1266

1267 9. Unfinished (Old) Business.
 1268

1269 A. Consideration of and action on a request for approval of a Pedicab Ordinance.
 1270

1271 City Planner Nikki Washington said I had some things for clarity. This is the Pedicab
 1272 ordinance that we have seen a couple different times. The one big change from last time is
 1273 we did add the map designating the streets that we want to redistrict them to, and they did
 1274 put in a sunset clause that Winston worked on and made sure there was an increase and these
 1275 don't go as expected.
 1276

1277 Councilman Allen said one thing to mention on Cambridge by Woodward, the streets off
 1278 Adams and Jackson during the hours of school is closed. So, they can't go down that road.
 1279

1280 City Planner Nikki Washington said in that case, we should take it off the map.
 1281

1282 Councilman Allen said listen, leave it on the map, but just during school hours they will
 1283 have to go down Adams and then go back up Jackson, if they want to get to Hardin.
 1284

1285 Councilman Clay asked, do we need to add another cut through where they can - - Right
 1286 now they are cutting through on what? Between Hardin and Cambridge they are cutting
 1287 through. And now they would have to cut through at a different point, or just not use
 1288 Cambridge.

1289
 1290 Mayor Motley Broom asked, what is the likelihood for someone to be on a Pedicab between
 1291 7:30 during a week day? Seems awfully low to me. I don't know that we need to change
 1292 the ordinance.

1293
 1294 Councilman Clay said I think with the changes that we are implementing, I think we have a
 1295 keeper here. I'm going to move to approve it and see if we have a vote on it.

1296
 1297 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington
 1298 for a Pedicab Ordinance, seconded by Councilman Allen and motion carried. (All
 1299 Voted Yes).

1300
 1301 10. New Business. None.

1302
 1303 11. City Attorney's Report. None.

1304
 1305 12. City Manager's Report. None.

1306
 1307 13. Report of Mayor and Council.

1308
 1309 Councilman Clay – said last week I spent 3 afternoons attending the ASCENT meeting of the
 1310 FAA Advisory Board that I'm a member of that looks at research on climate, and emissions,
 1311 and noise. It was an excellent meeting. The one thing I want to bring up is that they are now
 1312 calling UAV UAS. Bottom line is a lot of good research is going on right now to research
 1313 the noise impact of these.

1314
 1315 Councilman Clay said after listening to an analysis that is being done by Stanford University,
 1316 I asked the question: Well, it sounds like you're talking about multi-leaf blowers – the sound
 1317 you are going to get from all these UAV's flying around. The answer was yes, and probably
 1318 a little louder than that. So, without going into the details of the research, let me just say that
 1319 I think we put in our ordinance to limit where you could put an UAV vehicle terminal. Is that
 1320 still in the Zoning Ordinance?

1321
 1322 There was no answer from City Planner.

1323
 1324 Interim City Manager Mercedes Miller said I will find out.

1325
 1326 Councilman Clay asked Interim City Manager, could you take an action item to find out
 1327 whether the limitation is still in the Zoning Ordinance of where you can put a terminal for
 1328 these things? And the other thing is we need to follow this very closely because the
 1329 distribution model that they are talking about is now to have these launched from trucks. So,
 1330 your UPS or your FedEx truck will drive down the street and launch the UAV's from that,

1331 and they will fan out through the neighborhood and distribute the packages. This is just for
 1332 information purposes. We may want to enlist Gary to keep his ear to the ground as well. I
 1333 will do my part. And we need to adjust our ordinance as fast as we can when we see them
 1334 coming. They will not be flying higher than 500 feet. There is a chance that Ward 4 is going
 1335 to do real well. You may have had a lot of noise from the planes taking off on those 3 runways,
 1336 but you may win out when you deal with UAV's because they may not be allowed to fly in
 1337 there. I'm not sure at this point.

1338
 1339 Councilman Clay said my next thing I wanted to mention, I just want to compliment staff.
 1340 Melissa, Interim Chief McCrary, Tasha, and Renee. We have been dealing with the parking
 1341 issues on Mercer and Walker and Rugby. I got a message today from Melissa that we were
 1342 painting the curbs on Walker, and I saw a picture of a no parking sign there, unless you are a
 1343 resident. We are making progress on this. Staff has done a good job of pulling this together.

1344
 1345 Councilman Clay said the last thing I wanted to say was, there was a really good article
 1346 interview with Andrew Cathy who is succeeding Head of Chick-fil-A, and it is really nice to
 1347 have that kind of an organization in the City of College Park and the values that they hold and
 1348 the success that they brought as a company in the right way. So, kudos to the Cathy's. And
 1349 if you get a chance, read the article in the Wall Street Journal. That's all I had.

1350
 1351 Councilman Taylor – said tomorrow is Election Day. Get out and vote.

1352
 1353 Councilman Allen – said I echo what Councilman Taylor said. Tomorrow is voting day.
 1354 You need to get out and vote. There are a couple of key issues and a couple of Councilmen
 1355 that their seats are being voted on.

1356
 1357 Councilman Allen said the second thing is I want to thank the police and everybody that was
 1358 involved with the Trunk or Treat they had this weekend. There were so many kids that had
 1359 a lot of fun and so many departments that participated.

1360
 1361 Councilman Allen said kudos to Glen Spivey who left the event to get some people's
 1362 power turned on, and then he came back to the event. And the same thing with Officer P
 1363 when somebody's car did not start at the golf course. He left the event, went down and got
 1364 the person jumped off, and came back. You don't find people that come back. Everybody
 1365 did a great job. So, I thank not only the police department, but the fire and everybody that
 1366 was involved. Thank you very much. That's all I had.

1367
 1368 Councilman Gay – asked, can we get an update on the splash pad from some department
 1369 director? Jackson or Recreation?

1370
 1371 Interim City Manager Mercedes Miller said the parts have been ordered, but because the way
 1372 that supplies are coming in, we are at their mercy. So, hopefully we are going to get it within
 1373 the next 2 weeks.

1374
 1375 Councilman Gay said second thing is I would like for us to put on the agenda before this term
 1376 is out that we look at doing term limits. A lot of people talk about it, but it has been brought

1377 back up. I think term limits are important to our City democracy, and I would like for it to be
1378 considered. And if it gets on the agenda, that it goes back 4 years; that it is retroactive 1 term.
1379 I would like for it to be put on the agenda, before this term is out. Vote it up or down.
1380

1381 Councilman Gay said third thing is I would like for us to look at our Ethics Ordinance and
1382 look at what we have under nepotism. I think we create several conflicts of interest if we
1383 don't look at nepotism in our organization. I would like for Ms. Miller to put it on as an action
1384 item that we look at it.
1385

1386 Interim City Manager Mercedes Miller said we have changed the policy, and I will bring it
1387 before the Body.
1388

1389 Councilman Gay said I didn't know. Thank you.
1390

1391 Councilman Gay said a lot of people keep talking about noise. And I don't think we are ever
1392 going to get a noise abatement from the federal government. I would like to do a brief study
1393 on a noise bond. What will it cost to insulate homes under certain noise levels, if we were to
1394 look at that in a construction bond? That is something the voters would be willing to get
1395 behind on. That is all I have.
1396

1397 Mayor Motley Broom – said I want to echo the sentiments of several Councilmen on voting
1398 from 7 a.m. to 7 p.m. Everyone has something to vote for. Two of our Councilmembers
1399 up here are up for election. But everyone has T-SPLOST and E-SPLOST to consider in
1400 Fulton County, and Clayton County has issues. Get out and exercise your right to vote. If
1401 you do not know where you should vote, you can visit “My Voter” page from the Secretary
1402 of State. If you Google “My Voter” page Georgia, you will find that information.
1403

1404 Mayor Motley Broom said we are trying to expand little free libraries throughout the city. If
1405 you are interested, feel free to shoot me an email to see how you might be able to assist. We
1406 want to embrace literacy and all the great things that books bring to our community. So,
1407 feel free to shoot me an email at bmotleybroom@collegetparkga.com, if you are interested in
1408 helping our efforts.
1409

1410 Mayor Motley Broom said we are working on a Senior Summit in December in conjunction
1411 with Fulton County. We are going to have more details available as we get closer to the
1412 date. It will be packed full of information for some of our most important residents. And
1413 we will be getting a lot of people together, including Fulton County DA's office,
1414 Commissioner Khadijah Abdur-Rahman has committed as well. And I hope as more details
1415 come out, you will join us and participate in that day.
1416

1417 Mayor Motley Broom said my one-on-one was so much fun, so I'm doing another one.
1418 November 29, 2021 I will at City Hall all day talking to you. If you want to sign up for a
1419 time, call **404.669.3755**.
1420

1421 Mayor Motley Broom said the Trunk or Treat was a lot of fun. I saw a lot of princesses and
1422 power rangers. Just an amazing testament of how well our city works and how well our
1423 departments work together. So, super grateful for everyone in that effort.

1424
1425 Mayor Motley Broom said we had an opportunity to do a groundbreaking at the first United
1426 Methodist Church for the Ion Arts Campus Development, which will be right next to the
1427 MARTA Station and incorporate arts and new housing in the area. We did that on Saturday,
1428 and it is going to be a great event.

1429
1430 Mayor Motley Broom said Ms. Coakley is hosting a ribbon cutting for the mural. We are
1431 going to officially do that on Saturday at 9:00 a.m. If you had rooted for it, if you have painted
1432 it, if you have seen it, stop by. Come say hi! It is a great community project, and we are really
1433 excited about the way that it changes the face of downtown College Park. That is all that I
1434 have.

1435
1436 Mayor Motley Broom said we have 1 motion out of executive session.

1437
1438 14. Executive Session.

1439
1440 **ACTION:** Councilman Clay moved to approve to Ratify Terms of the Minor Settlement
1441 Agreement, seconded by Councilman Taylor and motion carried. (All Voted Yes).

1442
1443 15. Approval of Executive Session Minutes.

1444
1445 **ACTION:** Councilman Clay moved to approve the Executive Session Minutes dated November
1446 1, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted
1447 Yes).

1448
1449 16. Adjournment.

1450
1451 Mayor Motley Broom declared the Regular Session adjourned at 9:51 p.m.

1452
1453

1454
1455

1456
1457

1458
1459

1460
1461

CITY OF COLLEGE PARK

1462
1463

1464
1465

Bianca Motley Broom, Mayor

1466

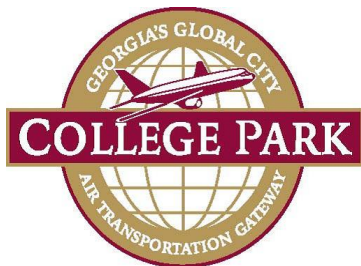
1467 **ATTEST:**

1468

1469

1470

1471 _____
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: 9132

DATE: November 9, 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 November 1, 2021

See attached Workshop Session Minutes dated November 1, 2021.

Thank you.

ATTACHMENTS:

- WSS110121 (PDF)

Review:

- Gabrielle Thornton Completed 11/09/2021 8:40 AM
- Sonya Harold Completed 11/09/2021 9:59 AM
- Mercedes Miller Completed 11/09/2021 10:05 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

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

5
 6 **MINUTES**
 7

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

11
 12 Absent: None.
 13

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

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

20 Mayor & Council entered into executive session at 5:01 p.m.
 21

22 The workshop session reconvened at 6:01 p.m.
 23

24 **1. Continued discussion on proposed amendments to the Alcoholic Beverages**
 25 **Ordinance.**
 26

27 City Attorney Danielle Matricardi said these amendments are to make the city more
 28 attractive to new businesses and to do some clarity changes. Some provisions date back
 29 to the 1960's. I met with the Mayor, Councilman Clay, City Manager, and City Clerk on
 30 multiple occasions. It is a tier system. Package sales are one tier, on-premise
 31 consumption is a second tier, and the third tier is both. There were significant changes to
 32 enforcement procedures. I'll be happy to address any questions you guys may have.
 33

34 Mayor Motley Broom asked, any questions from the Body?
 35

36 Councilman Taylor said you said there are tiers 1-3. What was tier 3 again?
 37

38 City Attorney Danielle Matricardi said tier 3 is on-premise consumption and package
 39 sales. So, for instance, a microbrewery may actually make the beer and sell a 6-pack of
 40 beer on-premise, but they also might sell alcohol by the drink.
 41

42 Councilman Taylor said okay.
 43

44 Councilman Clay said you might want to mention that we added another thing that I
 45 thought was significant to add was ancillary uses. For example, if you have an art
 46 gallery, and you want to be able to provide wine there, either gratis as part of your cost of

47 admission, or whether you want to charge for it. In some cases, we talked about special
48 events.

49

50 Councilman Clay said so, there will be a lot more places that are authorized to serve
51 alcohol to their patrons, even if that is not their primary focus. So, that is something for
52 you guys to think about as well. It is a significant change to the ordinance to facilitate
53 bringing in new businesses and retaining existing businesses and being competitive with
54 other cities. And it depends on the Body how liberal you want to be and how much you
55 want to enforce. Do you think there is a risk or not? There is a lot to gain by making
56 things more competitive and more like other cities. So, I don't want to make specific
57 comments myself because this is really your time, I think, for those that haven't been so
58 intimately immersed in the whole thing.

59

60 Councilman Allen said I had a few minor corrections that don't mount to an awful lot that
61 we probably need to put in there, but I thought it was very well done. I thought you spent
62 a lot of time. I just had a couple of changes. Danielle, if you want me to give you those,
63 I can give them to you, if you are making corrections.

64

65 Councilman Allen said on packet page 15 (reading) motor vehicle ...Well, everybody is
66 buying Tesla's now, and they have a frunk trunk. I don't know if you want to throw that
67 in there or not. That just caught my eye.

68

69 Councilman Clay said you can say that, but couldn't you also say something that is
70 inaccessible from the passenger compartment? Because that is what we are trying to do.
71 That is what the State is trying to do.

72

73 Councilman Allen said on packet page 20, when you are talking about distilled spirits,
74 malt beverages and wine by the drink, they have to be so many feet from a school and
75 from a place of worship. The library, that is one of them that you didn't mention at all,
76 and that was B. You didn't mention the library. Those are just minor things. I thought it
77 was very well done. I just had those two minor comments.

78

79 City Attorney Danielle Matricardi said thank you Councilman Allen. I will make sure to
80 look at that.

81

82 Mayor Motley Broom asked, any other comments?

83

84 Councilman Taylor asked, for other places that are not traditionally selling alcohol,
85 would these people need to have a special use permit to sell alcohol like we were saying?
86 Like a barbershop, if they want to have alcohol at their place, do they need a special use
87 permit, or can they just sell alcohol?

88

89 City Attorney Danielle Matricardi said for a barbershop, under the revisions in the
90 ordinance, we have something we call a "Complimentary Service License" which would
91 cover barbershops, salons, or spas where they can get that and offer free alcohol, beer,

92 and wine only. No distilled spirits But there are ancillary ways they can sell, as long as
 93 it is a maximum of 20 percent of their annual profits that cover alcohol.

94
 95 Councilman Clay said there is also a limit on the amount that you can give them
 96 complimentary. The only issue with that is, is it enforceable? How do you control the
 97 amount of wine or beer or whatever? That is a separate issue. But it's in the ordinance to
 98 try to control that as well.

99
 100 Mayor Motley Broom said I think most of the women who were involved in the
 101 conversation had been to some form of salon, hair/nail, whatever the case may be, and
 102 offered wine in conjunction with their service. So, there is space for that within this
 103 proposed ordinance. I believe that the wine has to be in individual single serve bottles,
 104 and the beer would have to be in cans. But for a place to say, like a cigar bar that wanted
 105 to serve alcohol beverages, presumably distilled beverages, they would do something like
 106 an ancillary permit and that no more than 20 percent of their sales could be derived from
 107 alcohol.

108
 109 Councilman Clay said a lot of thought has gone into this, but that doesn't mean there
 110 aren't any glitches.

111
 112 Mayor Motley Broom said right. Any other questions or feedback on the proposed
 113 ordinance?

114
 115 There were no further comments.

116
 117 Mayor Motley Broom said thank you Ms. Matricardi for all your work on this.

118
 119 **2. Presentation on establishing a Keep College Park Beautiful organization.**

120
 121 Director of Public Works Melissa Echevarria gave a power point presentation. I did
 122 extend invitations to the Executive Director of Keep America Beautiful and the Executive
 123 Director of Keep Georgia Beautiful, but they had last minute conflicts. They did indicate
 124 that if there is an interest from Mayor & Council for this program that they would attend
 125 next month's meeting. I would love the opportunity so they could go into the benefits.

126
 127 Director of Public Works Melissa Echevarria said so, the goal is to see if there is an
 128 interest in establishing a city-wide litter prevention, stream board maintenance, roll a way
 129 maintenance, better opportunities for community. I haven't been here too long, and I can
 130 tell you that litter is a big issue. The residents and City people are working on
 131 beautification.

132
 133 Director of Public Works Melissa Echevarria said by not having an organization, we are
 134 not tapping into the available resources. Working on those memberships would allow us
 135 opportunities for grant funding, instead of us utilizing our funds entirely for that. We will
 136 have great opportunities for more canisters, more signage, flowers, and other shrubbery
 137 to enhance and beautify the city.

138 Mayor Motley Broom asked, can we just say yes? I know you have a whole presentation.

139

140 Director of Public Works Melissa Echevarria said to enhance selling this to you, we can
141 apply for water accreditation. It's a 12-to-18-month process. This will allow the City to
142 get a 1 percent reduction on GEFA loans.

143

144 Councilman Clay said I think it is more than a program. It is an attitude change. It's a
145 philosophy that just runs through every fiber of the city, through the residents and each of
146 the departments, and they all look at it from their different perspectives. And in Ward 1 I
147 have had citizens come and say, hey, on Lyle, the creek that runs under Lyle is clogged
148 with all sorts of debris and plastic. Well, that came from an individual citizen. But if all
149 the citizens had that attitude and took ownership in the city, and then we send a message
150 as we are trying to do downtown to the visitors to our city that you just don't do this in
151 our city, and it's our city. That is what I mean by an attitude, a feeling more than just
152 well, we are going to check the storm water drainage and the creeks and pick litter every
153 third week.

154

155 Director of Public Works Melissa Echevarria said we are going to engage and invite
156 different HOA's and different wards to take part in these activities throughout the year.
157 We do a decent job, but I think with having this organization we can do a full-time
158 approach to this. And I think consistency is key to changing those behaviors of
159 beautifying the city.

160

161 Councilman Clay said I agree with the Mayor. It's a no brainer.

162

163 Councilman Allen said so many have talked about it over the past years. And I see
164 people out there picking up paper all the time. And I think they would jump on board
165 and get so excited about it and can feel like they are part of the city in making the city
166 look beautiful. To me, it's a fantastic program, and thank you for bringing it to us.

167

168 Director of Public Works Melissa Echevarria introduced Ms. Frances Kennedy,
169 Executive Director of Keep This Park Beautiful. I have done fabulous things with Ms.
170 Kennedy.

171

172 Director of Public Works Melissa Echevarria discussed the Rivers Alive Program.

173

174 Director of Public Works Melissa Echevarria discussed a storm drain stenciling event.

175

176 Mayor Motley Broom said I did put some of those on Virginia Avenue several months
177 ago.

178

179 Director of Public Works Melissa Echevarria discussed a litter enforcement workshop,
180 recycling, and shredding events.

181

182 Mayor Motley Broom said I know there is interest from people for curb-side recycling.

183 Director of Public Works Melissa Echevarria said our current budget does not support it.
184 It would be an increase in rates for us to supply it. I can come up with some numbers,
185 and we can discuss that further.

186
187 Mayor Motley Broom said I know you came from East Point. The recycling program in
188 East Point is something that all residents participate in, correct? It's not an opt-in
189 program.

190
191 Director of Public Works Melissa Echevarria said no.

192
193 Ms. Frances Kennedy said it is a part of the solid waste.

194
195 Director of Public Works Melissa Echevarria said that is something to make sure that we
196 don't get into that same kind of issue is to look at. I think we can learn a lot from East
197 Point, and then we can present some options to you.

198
199 Mayor Motley Broom said I know we discussed at one point that people would opt in.
200 So, it wouldn't necessarily be a city-wide thing.

201
202 Director of Public Works Melissa Echevarria said but it would help if everyone would
203 participate. You would need the majority of the residents to participate.

204
205 Councilman Clay said we talked about having a private firm come in. In other words, if
206 residents want to have it, they just stay out of the way of our garbage trucks, and they
207 bring in their garbage trucks. We (my family) make a trip to the recycling lot every
208 couple of weeks. But some people don't have the time to do that, don't want to do that.
209 Fine. If they want to pay an extra fee, and they care about the environment as much as
210 we do, then pay the extra fee and bring in a private firm to do it.

211
212 Director of Public Works Melissa Echevarria said that is the way to go. That is a good
213 option.

214
215 Councilman Clay said the other thing is, if this catches on, and the private firm gets to the
216 point where there are a lot of people involved, then maybe the City can take it on at that
217 point because it is proven that it can pay for its own.

218
219 Director of Public Works Melissa Echevarria agreed.

220
221 Director of Public Works Melissa Echevarria discussed the Green Space Cleanup and
222 Beautification through flower beds.

223
224 Director of Public Works Melissa Echevarria discussed cleanups, tires, and other debris.

225
226 Director of Public Works Melissa Echevarria discussed a cigarette litter prevention
227 program at no cost to the City.

228

229 Director of Public Works Melissa Echevarria discussed a water festival for the children.
230 I have been working on this with Frances over 20 years. There is a water festival that we
231 can bring to College Park, but it was put on hold due to COVID and postponed this year
232 as well.

233
234 Director of Public Works Melissa Echevarria discussed an environmental literacy
235 campaign. We need to meet all of our environmental compliances. The need is there,
236 and the next report is due April 30, 2022. So, I am anxious to get this as soon as possible.

237
238 Director of Public Works Melissa Echevarria discussed the City becoming an affiliate
239 and a member of Keep America Beautiful. There is an association fee associated with it,
240 but the grant opportunity will outweigh our membership fee. I wouldn't bring it to you if
241 I wasn't convinced that it could do a lot for College Park.

242
243 Mayor Motley Broom asked, how much is the fee?

244
245 Director of Public Works Melissa Echevarria said \$3,000.00. I think it is \$2,500.00 for
246 the start-up fee. I can put everything in writing and send it to Mayor & Council and
247 Interim City Manager. Other than that, we would not support the program financially,
248 until we can get grant funding pulled into the organization.

249
250 Director of Public Works Melissa Echevarria said I have a slide from Keep Georgia
251 Beautiful, if you want to see it today.

252
253 Mayor Motley Broom said I think if we get it via email that should be fine.

254
255 Mayor Motley Broom asked, any other questions from the Body?

256
257 There were no other questions.

258
259 Mayor Motley Broom said every dollar counts. I think Councilmen Clay and Allen have
260 expressed the same. Councilmen Gay and Taylor, what are your thoughts?

261
262 Councilman Taylor said I agree. Anything to make the city better. We have a real bad
263 litter problem in College Park, so I'm on board with it.

264
265 Councilman Gay said I agree. Thank you for sharing, Melissa.

266
267 **3. Presentation on Food Trucks from Ray Coleman.**

268
269 Mr. Ray Coleman said this is the second approach with you guys concerning changes to
270 the ordinance on the food truck. I am coming to you again visiting the Food Truck
271 Ordinance that College Park has restricting food trucks in the city. At our last meeting,
272 we spoke about me acquiring more parking, and I have done that with the county. There
273 was a bit of confusion. So, I think after speaking to Ms. Washington, what I need to ask
274 Council to do is consider lifting the ordinance because there was a conflict about having

275 2 conditional use permits on one piece of property. I am asking you to clarify to your
276 staff on lifting the ordinance on food trucks in College Park.

277

278 Mayor Motley Broom asked, any thoughts from the Body?

279

280 Councilman Clay said I'm not sure what I just heard. If he is saying to allow them
281 anywhere without any kind of a condition, then I don't agree with that. If he is just
282 saying that we need to adjust things so you can have 2 conditional use permits or
283 something of that nature, then I don't see that as an issue. I would not want to eliminate
284 the ordinance such that you can put a food truck place anywhere in the city. I don't think
285 Mr. Coleman would like that either, because that is going to bring in a bunch of
286 competitors.

287

288 Interim City Manager Mercedes Miller said Mr. Coleman is looking to have a dual
289 permit; one for his raw materials, and then have an area for a food truck. And this is just
290 for this property, not all over the city.

291

292 Councilman Clay said I'm fine with that.

293

294 Councilman Allen said depending on the raw materials, if you had fertilizers and mulch
295 with fertilizers in them, and next to it the food trucks; that gives me a little problem.
296 What type of raw materials are you planning to have there?

297

298 Mr. Coleman said firewood, mulch, and pine straw. There is a diagram for you to see
299 where the raw materials and the food trucks are that are going to be separated from each
300 other.

301

302 Councilman Allen asked, would you have somebody there to manage the raw materials?

303

304 Mr. Coleman said yes, we will.

305

306 Councilman Allen asked, what hours of operation were you thinking?

307

308 Mr. Coleman said that is something that will be based upon the ordinance. And I guess
309 we would have to work with College Park to make this a smooth transition. At this point,
310 I would just like to get the ball rolling. I don't want to say something that is going to
311 cause resistance from Council. Whatever we need to do so that you are on board, we will
312 work around that, and hopefully it can be a smooth transition.

313

314 Councilman Taylor said from the last time, we talked about you acquiring some more
315 land. So, you were able to acquire the land, right?

316

317 Mr. Coleman said the county has agreed. That has to be signed off by the Commission,
318 and the commissioner is going to sign off on it by the 30th.

319

320 Councilman Taylor said the raw materials, you were already doing that. I don't see it in
321 this diagram. It was separate from the food trucks. I don't see a problem with it. I want
322 to thank you for even thinking about doing it.

323

324 Interim City Manager Mercedes Miller said on packet page 132 that is what the area
325 would look like.

326

327 Councilman Taylor said it was a little bigger last time. I agree with what you have going
328 on.

329

330 Mr. Coleman said there are a lot of food trucks around the city. And if you ask me, it
331 looks kind of tacky. I agree with Councilman Clay. I think it would be nice for the City
332 to mandate one particular place for food trucks.

333

334 Mayor Motley Broom asked, on private property?

335

336 Mr. Coleman said they are all over Old National and Sullivan Road. They are
337 everywhere now.

338

339 Mayor Motley Broom said you would think it would be a good thing to mandate food
340 trucks in one location. Are you suggesting that that one location should be your
341 property?

342

343 Mr. Coleman said yes, ma'am. Forest Park has done exactly what I am proposing to you.
344 All the cities are getting into the food truck business. For uniformity, it makes sense for
345 one location to be selected for food trucks.

346

347 Mayor Motley Broom said if we were to select one location, I think it would have to be
348 on public property. Why would we give the right to one property owner to have a food
349 truck park and not allow any other person who owned land and fulfilled those same
350 requirements to do the same?

351

352 Mr. Coleman said because I am the only one proposing to open a food truck park.

353

354 Mayor Motley Broom said but if somebody does it next week, why should we prevent
355 them from doing it?

356

357 Mr. Coleman said that goes against competition. Since I am the only food truck park,
358 I'm asking you to make it in one area.

359

360 Councilman Clay said you are saying concentrated in one area, rather than having them
361 scattered all over the city where they can cause a traffic jam or whatever.

362

363 Mr. Coleman said correct.

364

365 Councilman Clay said on packet page 133, business overview, you talk about
366 opportunity. And you say (reading) Main Street Truck Park ... And I don't recall us
367 talking about entertainment. So, I would like to know what you had in mind.
368

369 Mr. Coleman said when we wrote this package, we were talking about in the beginning of
370 us having to use that space as a special event type situation. But I'm sold out on just the
371 food trucks parking. That is something I need to amend in the packet.
372

373 Councilman Clay said I think entertainment complicates the issue.
374

375 Councilman Allen said with the food trucks there, would you plan on having music there
376 whether it be a DJ or live music, were you planning on having that from time to time, or
377 what are your plans?
378

379 Mr. Coleman said I haven't gotten to that kind of thinking. I am looking at it from a
380 standpoint, especially on Friday and Saturday, that it does a couple of things; i.e., it
381 creates a few more jobs, helps bring traffic to my raw material yard, and it's a centralized
382 place for people that are getting into alternative entrepreneurship. These food truck parks
383 create a great experience for families.
384

385 Councilman Allen asked, would the food trucks be leaving every day, or coming back
386 and staying overnight?
387

388 Mr. Coleman said in my original proposal that is what I wanted. But after trying to
389 attract different food trucks, that's not something that they like to do. Food trucks move
390 around based upon events. I don't see trucks staying there because they go where the
391 money is.
392

393 Mayor Motley Broom said Mr. Denmark, if we were to allow for one food truck park,
394 and someone else came along and wanted a food truck park on their private property,
395 we're not in a position to say that they can't do that, if they were to meet similar criteria
396 as Mr. Coleman, correct?
397

398 City Attorney Winston Denmark said correct. If they met a similar criterion, we have to
399 operate based on a standard, as opposed to confirming that they are a unique benefit on
400 one particular citizen. If someone met that standard, then we would have no justification
401 for not giving them similar treatment.
402

403 Mayor Motley Broom said thank you, sir.
404

405 Councilman Clay asked City Attorney Winston Denmark, what is the implication from a
406 zoning standpoint? In other words, if you have a vacant lot in a residential area, can I
407 turn it into a food truck park in that case? And I think the answer is no. At least it better
408 be no. So, it sounds like we have to look at how you merge this in with the Zoning
409 Ordinance. Because I don't think we have food trucks in the Zoning Ordinance.
410

411 City Planner Nikki Washington said the issue is we don't allow for them right now. So,
412 they are not in the Zoning Code. So, we would have to make an adjustment to the
413 Current Code to allow Mr. Coleman to have this food truck park, in my opinion. That's
414 my legal understanding of it. And when we make that change, we would also have to
415 designate them for particular zoning districts. This is C2, which is a heavier commercial
416 district, so it might be the right place to allow them, if you all do decide to go that way.

417

418 Councilman Clay said if we don't specify in the Zoning Ordinance, then the Mayor's
419 argument comes back and says, well, we allowed it someplace in the city. It wasn't in
420 any of the Zoning Ordinances, so there is no reason why I can't put it in the middle of a
421 residential area. That is why I think you need to say, okay, when we allow it, we are
422 allowing it because it's in the C2 Zoning District, and we can't exclude it elsewhere in
423 the C2 Zoning District, but that is the only place. So, I think it's important that we do
424 both at the same time.

425

426 City Planner Nikki Washington said that makes sense to me.

427

428 Councilman Clay said and then we can always go back and say, well, it wouldn't be so
429 bad if we put it in M1 or what have you, but that would be another change to the Zoning
430 Ordinance, and that at least controls it from having to be granted in some other district
431 where we wouldn't want it.

432

433 City Planner Nikki Washington said yes.

434

435 Mayor Motley Broom asked, any other questions or comments from the Body?

436

437 Councilman Taylor asked, what are our next steps?

438

439 Mayor Motley Broom said we need to look at this from a zoning perspective. This is not
440 something that we can do on an individual basis and maintain - - I think it makes sense to
441 look at this as a zoning issue and whether or not we want food truck parks in a particular
442 area. So, if there is a consensus from the Body that food truck parks are another
443 approved usage, we would feel comfortable with in C2, that is the direction we need to go
444 in.

445

446 Mayor Motley Broom said the C2 District, I would like to take a closer look at that.
447 What is good for the goose is good for the gander. And from a policy perspective, we
448 need to be consistent across the board. If food truck parks are what we want to allow in
449 C2, then we need to do that across the board.

450

451 Mr. Coleman said this is the second time coming before the Council. I have investors. I
452 have one investor that is getting frustrated. And the county commission is waiting on you
453 guys as well. They would like to see some movement, as far as a solid answer so we can
454 engage with where we are going with this. Can I get some kind of definite from this
455 session tonight on are we going to be able to do this? And if so, I can talk to the other

456 people that are waiting behind the scenes to facilitate this plan from the county's
457 standpoint.

458

459 Mayor Motley Broom asked, do you have any paperwork that you have acquired said
460 land?

461

462 Mr. Coleman said that's correct. They want to see that you have said yes, we (City of
463 College Park) are moving forward.

464

465 Councilman Gay asked, is a resolution appropriate for this kind of ask?

466

467 Mayor Motley Broom said if you want food truck parks, we need to update our zoning.

468

469 Councilman Gay said I mean in the meantime.

470

471 Mayor Motley Broom asked, what would the resolution say?

472

473 Councilman Gay said I don't know. I was just asking.

474

475 Mayor Motley Broom said I think there is a consensus from the Body that we are
476 interested in moving forward, but we are not in a position tonight to rezone to allow for
477 food truck parks.

478

479 City Attorney Winston Denmark said we have to comply with the zoning procedures, and
480 that requires advertising. You don't have the ability to do it tonight. I don't know what
481 the county is doing or who is advising them, but we have an ordinance that prohibits or
482 does not allow food trucks. And in order to change that, we have to comply with the
483 Zoning Procedures Law which is a tedious and cumbersome process because the General
484 Assembly says so. So, we would have to comply with that and go through the proper
485 advertisement and change the Zoning Ordinance in the respective places, in order to
486 permit food trucks in designated areas. That may be on private property, or city parks, or
487 whatever Mayor & Council decides to do.

488

489 Councilman Clay asked City Attorney Winston Denmark, would something like a letter
490 of support that would say that Mayor & Council is part of the idea of having a food truck
491 park? So, we are now departing from the idea that food trucks are allowed anywhere.
492 Because we have granted permission for food trucks in the past to attend events and so
493 forth. So, we could have a letter of support that would say that we don't have
494 conceptually any problem with the food truck park at that location. However, it will
495 require us to review the Zoning Code. And barring any problems, which we don't
496 anticipate, we would see that the Zoning Code would be changed. But we can't
497 effectively approve it at this point, until that Zoning Code is changed. Would that be
498 helpful?

499

500 City Attorney Winston Denmark said yes, sir. We would have to word some information
501 that we haven't committed to zoning or rezoning something. And I know that is not what

502 your intention was. We would have to word it as such that we don't give that impression.
503 So, I say, yes, I agree that we could do something like that conceptually, subject to
504 getting the wording correct.

505
506 Councilman Clay said sort of like an MOU Winston.

507
508 City Attorney Winston Denmark said yes, sir.

509
510 Mayor Motley Broom said we can't have anyone rely on that document.

511
512 Councilman Clay said correct.

513
514 Councilman Gay asked, does Mr. Coleman think an MOU will get him to the next step
515 with the county?

516
517 Mr. Coleman said I don't know. I will have to take that so that we could satisfy what
518 they are asking.

519
520 Councilman Gay said I think a resolution is more appropriate, but I guess an MOU is
521 better than nothing.

522
523 Mr. Coleman asked, what is a resolution, if I may ask?

524
525 City Attorney Winston Denmark said it is where Council resolves or makes a declaration
526 of its policy and intent. So, the Council could do a resolution, but it would not be binding
527 in any respect or obligate the Council to take any particular action.

528
529 Mayor Motley Broom said Mr. Coleman, I don't know that we can give you what you
530 want tonight. We can get on the road to getting there. It is going to take us some time.
531 We can't do one thing for you and not allow similarly situated people who might have
532 land to do the same thing.

533
534 Mr. Coleman said I secured the land, so now I'm in the middle with my hands tied.
535 These things were not brought in the last meeting. But the county also wants to see in
536 writing that what I am articulating to them is truthful. They are giving me a land lease
537 based upon what I'm telling them that the Council is telling me. So, I have nothing to go
538 back to the county, and they are getting ready in Commissioner Arrington's office to do it
539 based upon my verbiage of what the Council asked me to do and the idea. But I don't
540 have anything in writing saying Council is on board with what you are telling me.

541
542 Mayor Motley Broom said we can say there is consensus from the Body to re-examine
543 our Zoning Ordinance to permit food truck parks in C2, and we are in that process.

544
545 Councilman Clay asked, why can't we give him a copy of the minutes?

546
547 Mayor Motley Broom said I think that would probably work.

548 Councilman Taylor asked, why can't we just do that? (audio issues).
549
550 Mayor Motley Broom asked Mr. Coleman, do you have anything from the county that
551 indicates their land lease with you is contingent upon what we do?
552
553 Mr. Coleman said no, I don't.
554
555 Mayor Motley Broom said the land lease is up for consideration at the next board
556 meeting on the 30th; is that correct?
557
558 Mr. Coleman said yes, ma'am.
559
560 Mayor Motley Broom said Ms. Washington can affirm that we are re-examining to
561 incorporate food truck parks in our zoning.
562
563 Mr. Coleman said that is not what they asked for.
564
565 Mayor Motley Broom asked Mr. Coleman, do you have in writing what they have asked
566 you for from us?
567
568 Mr. Coleman said no, ma'am.
569
570 Mayor Motley Broom asked, can you get that in writing, and we can meet those needs?
571
572 Mr. Coleman said yes, ma'am.
573
574 Interim City Manager Mercedes Miller said I will work with Mr. Coleman and see if I
575 can get information from Commissioner Arrington, and we will start moving forward and
576 bring it back.
577
578 Mayor Motley Broom said I think we might be able to handle this administratively so
579 everybody can move in the right direction.
580
581 Councilman Clay said you can take a transcript of the minutes and attach them to a short
582 letter that says, this is communicating the Council's intent, and we are interested in
583 moving forward, et cetera, et cetera, without going through a lot of formal
584 documentation. I just throw that out.
585
586 Mayor Motley Broom asked City Attorney Winston Denmark, any issues with that
587 approach?
588
589 City Attorney Winston Denmark said no. We just have to make sure that the language is
590 correct. We cannot give the impression that we have committed or agreed to rezone. We
591 just cannot do that. But we can state the Council's approval and intentions, and it would
592 have to be worded consistent with law.
593

594 Councilman Clay said if they have a transcript of these minutes, I think it would be very
595 clear that we are not committed.

596
597 Mayor Motley Broom asked, any other questions or comments on this issue?

598
599 City Planner Nikki Washington said, for the record, I am going to move forward with a
600 text amendment for the Zoning Ordinance to allow food truck parks in C2.

601
602 Mayor Motley Broom said I believe that is the consensus of the Body. Is that correct,
603 gentlemen?

604
605 Councilman Clay said correct. A food truck park, not random food trucks parked all
606 over.

607
608 Councilman Taylor asked, do you know how long it will take you to get that done?

609
610 City Planner Nikki Washington said it requires us to take it to the Planning Commission
611 and to advertise it, so the soonest will be the first meeting in January.

612
613 Councilman Clay said we could give him a draft of your proposed change to the
614 ordinance. What I'm trying to do is give him something that is pretty convincing, but it
615 isn't a done deal until we have done it. So, if you tell him, here is a copy of the minutes,
616 here are the proposed changes not yet approved by Council to the Zoning Ordinance,
617 with a little cover letter saying this is the way we are intending to go, but we haven't
618 gotten there yet. And that's the best we can do Mr. Coleman, I think.

619
620 Mayor Motley Broom asked, any other questions or comments?

621
622 There were no further questions or comments.

623
624 Mayor Motley Broom declared the Workshop Session adjourned at 7:04 p.m.

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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

640 **ATTEST:**

641

642

643

644 _____
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: 9247

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Amendments to Alcoholic Beverages Ordinance

PURPOSE: To consider and act on the revised alcoholic beverages ordinance.

REASON: To become more competitive with neighboring jurisdictions and bring more businesses to College Park, City Staff desires to amend the City's Alcoholic Beverages Ordinance to allow certain businesses that do not serve food to sell alcoholic beverages by the drink for consumption on the premises. City Staff examined ordinances from other jurisdictions, which permit businesses such as art galleries, art studios, cigar shops, private dog parks, etc., to sell alcoholic beverages by the drink. While revising the ordinance to govern alcohol sales in the City of College Park at establishments that do not typically serve food, we also have made several other updates to the Code for the purposes of clarity, consistency, enforcement, and compliance with new state laws and regulations.

BACKGROUND: The City Council previously discussed this matter at the April 19th, May 3rd, May 17th, and June 7th workshop sessions. The City Attorney was requested to provide an ordinance that would enable the City to adopt a tier system for alcohol licenses, rather than having an individual license for each type of business. The Mayor, Councilman Clay, Interim City Manager, City Clerk, City Planner, and City Attorney, met several times over the past few months to review and revise the Alcohol Code. The proposed amendments were then discussed at the November 1st workshop. Thereafter, the City Attorney's Office incorporated the changes recommended by Council during workshop and conducted an internal review for consistency and grammatical errors.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: College Park Code of Ordinances, Chapter 3 (Alcoholic Beverages)

STAFF: Business License Department; City Manager; City Planner

ATTACHMENTS:

- Ordinance Amending Chapter 3- Alcoholic Beverages (PDF)
- EXHIBIT A- College Park- Chapter_3___ALCOHOLIC_BEVERAGES 11.9.21 (FINAL) (DOCX)
- Redline- Showing Changes to Alcohol Ord since 11.1 Workshop (PDF)

Review:

- Danielle Matricardi Completed 11/10/2021 9:41 AM
- Sonya Harold Completed 11/10/2021 10:01 AM
- Shavala Moore Pending
- Nikki Washington Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2021-__**

1 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF COLLEGE
2 PARK, GEORGIA, CHAPTER 3 (ALCOHOLIC BEVERAGES) TO PROVIDE
3 SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF
4 CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND
5 EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

8 **WHEREAS**, the City is authorized pursuant to O.C.G.A. § 3-3-2 *et seq.* to regulate the
9 manufacturing, distribution, and sale of malt beverages, wine, and distilled spirits within the
10 geographical confines of the City; and

11 **WHEREAS**, the last major, comprehensive update to the City’s Alcoholic Beverages
12 Ordinance occurred in 1993; and

13 **WHEREAS**, the City Council has adopted several piece-meal amendments to update
14 various sections of the Alcoholic Beverages Code over the past twenty-eight years, but finds it
15 necessary to complete a comprehensive update of the Code to reflect the current and long-term
16 objectives of the City; and

17 **WHEREAS**, the City Council desires to amend the Alcoholic Beverages Ordinance to
18 develop cohesive, coherent, and updated regulations governing applications, licensing, and the
19 manufacturing, distribution, and sale of alcoholic beverages in the City; and

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

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

24 **Section 1.** Chapter 3 (Alcoholic Beverages) of the Code of Ordinances of the City of
25 College Park, Georgia is hereby amended by striking, in its entirety, the provisions presently found
26 in said Chapter and inserting in lieu thereof the text set forth on **Exhibit A**, which is attached
27 hereto and incorporated herein by reference.

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

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

33 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
34 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
35 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
36 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
37 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
38 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
39 Ordinance.

40 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
41 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
42 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of

43 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
44 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
45 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
46 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
47 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
48 effect.

49 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
50 repealed to the extent of such conflict.

51 **Section 5.** Except as otherwise provided in the Ordinance, penalties in effect for violations
52 of Chapter 1 of the Code of Ordinances, City of College Park, Georgia at the time of the effective
53 date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain
54 in full force and effect.

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

SO ORDAINED this ____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
(ATTACHED)

Chapter 3 - ALCOHOLIC BEVERAGES

ARTICLE I. - IN GENERAL

Sec. 3-1. - Definitions.

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

- (1) *Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.
- (2) *Alcoholic beverage* means and includes all alcohol, distilled spirits, beer, malt beverage, wine, or fortified wine.
- (3) *Ancillary Retailer* means - a for-profit commercial business or non-profit organization located within the City, including but not limited to a cigar bar, dog park, art gallery, museum, or theater, located within the Downtown Commercial District, Hospitality Campus District, Transit Oriented Development District, or Planned Development District that is licensed under this chapter to sell alcoholic beverages for consumption on its premises. Ancillary commercial retailer shall not mean any business that derives more than twenty (20) percent of its total annual gross revenues from the sale of alcoholic beverages.
- (4) *Brewer* means a manufacturer of malt beverages.
- (5) *Brewpub* means any eating establishment, as defined herein, in which malt beverages are manufactured, subject to the barrel limitation in O.C.G.A. § 3-5-36.
- (6) *Complimentary Service* means the gratis provision of malt beverages or wine served in connection with a service provided by a business, such as a salon, barbershop, or spa, to patrons for consumption on the premises pursuant to a complimentary service license issued under this chapter.
- (7) *Craft Beer* means a malt beverage produced at a brewery whose annual production is six million (6,000,000) barrels of beer or less (approximately three (3) percent of U.S. annual sales). Craft beer production is attributed to the rules of alternating proprietorships and the total beverage alcohol volume and flavor is derived from traditional or innovative brewing ingredients and their fermentation.
- (8) *Craft Beer and Wine Market* means a retail establishment which derives at least 70% of its total annual gross sales from the sale of craft beers, hard cider, and/or wine.
- (9) *Distilled spirits* means any alcoholic beverage obtained by distillation or containing more than twenty-four (24) percent alcohol by volume, including, but not limited to, all fortified wines.
- (10) *Distiller* means a manufacturer of distilled spirits.
- (11) *Eating Establishment* means an establishment open to the public, with no cover charge or fee for entry, which is licensed to sell distilled spirits, malt beverages, and/or wines for consumption on the premises and which derives at least 50% of its total annual gross food

and beverage sales from the sale of prepared meals or food as its principal business purpose. In order to be licensed for consumption of alcoholic beverages on the premises under this chapter, eating establishments are expected to keep and maintain regular days and hours of operation, at least four (4) days per week, as a convenience to the public, other than holidays, vacations, and periods when closed for repairs or remodeling. When determining the total annual gross food and beverage sales for eating establishments operating as a brewpub, barrels of malt beverages sold to licensed wholesale dealers, or packaged in bottles or growlers sold to the public for consumption off the premises, shall not be used. An eating establishment shall not mean a business that requires a cover charge or fee to gain entry into the premises; provided, however, eating establishments may hold a maximum of six (6) ticketed events, as defined herein, annually.

- (12) *Family* includes any person related to the holder of a license within the first degree of consanguinity or affinity as computed according to civil law.
- (13) *Farm winery* means a winery which makes at least forty (40) percent of its annual production from agricultural produce grown in the state where the winery is located and:
- (a) Is located on premises, a substantial portion of which is used for agricultural purposes, including the cultivation of grapes, berries, or fruits to be utilized in the manufacture or production of wine by the winery; or
 - (b) Is owned and operated by persons who are engaged in the production of a substantial portion of the agricultural produce used in its annual production.
 - (c) To the extent that the definition of "farm winery" in this subsection differs from the definition provided in O.C.G.A. § 3-6-21.1, the definition in O.C.G.A. § 3-6-21.1 controls.
- (14) *Farm winery tasting room* means an outlet for the promotion of a farm winery's wine by providing samples of such wine to the public and for the sale of such wine at retail for consumption on the premises and for sale in closed packages for consumption off the premises. Samples of wine can be given free of charge or for a fee. To the extent that the definition of "farm winery tasting room" in this subsection differs from the definition provided in O.C.G.A. § 3-6-21.1, the definition in O.C.G.A. § 3-6-21.1 controls.
- (15) *Food* means all edible substances appropriate for human consumption as determined by the health department inspecting the city's eating establishments, which is sold or provided to the public by a licensee. Food shall not be construed to mean: olives, cherries, limes, lemons, salt, pepper, pineapples, celery, tomato juice, or any other fruit, vegetable or dairy product such as ice cream, cream, yogurt, milk or soft drinks, water, tonic water, other non-alcoholic carbonated or non-carbonated beverages when such items are used in alcoholic beverages or mixed drinks as an essential part of the beverage, mixed drink, or as a garnish thereon.
- (16) *Growler* means a bottle, container or vessel, with a capacity not exceeding 64 ounces that is designed for and especially intended to be filled with a craft beer or hard cider from a keg by a licensee or employee of a licensed brewpub or craft beer and wine market for off-premises consumption pursuant to this chapter. A refilled growler that has been properly sealed shall be considered an "unbroken package" for purposes of this chapter.

- (17) *Hard cider* means an alcoholic beverage obtained by the fermentation of the juice of fruit, including, but not limited to, flavored or carbonated cider. For the purposes of this chapter, hard cider shall be deemed a malt beverage; provided, that it shall not contain more than seven (7) percent alcohol by volume.
- (18) *Hotel* means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential. To meet the definition of "hotel" under this chapter the facility must have fifty (50) or more rooms used for sleeping accommodations of such guests and one (1) or more public dining rooms, with an adequate and sanitary kitchen and a seating capacity of at least sixty (60) persons, where meals are regularly served to such guests. All sleeping accommodations and dining rooms must be conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a lounge or eating establishment in their premises, and the holder of such franchise shall be eligible for a license under the "hotel" classification.
- (19) *Interest in license* exists if the person involved is the outright owner of the license, a co-holder of the license, a partner in a partnership which holds all or any part of a license, a stockholder in any corporation organized for pecuniary gain which holds all or any part of a license, an owner, lessee, sublessee or stockholder in any corporation organized for pecuniary gain owning or leasing any real estate which is occupied by an alcoholic beverage establishment or shares in any of the income or corpus of any trust fund or estate having any interest in an alcoholic beverage establishment. Provided, however, a stockholder shall not be deemed to have an interest in an alcoholic beverage establishment where such stockholder owns stock in a motel or hotel having two hundred (200) or more rooms with an alcoholic beverage establishment located on the premises of such motel or hotel and owned by such motel or hotel. And provided, further, that a stockholder holding no more than five (5) percent stock in a publicly held corporation shall not be considered to hold an interest in an alcoholic beverage license.
- (20) *Licensee* means the licensee for all businesses shall be at least 21 years of age, and one of the following individuals:
- (a) The operator of the business, if that business is operated by an individual; or
 - (b) A partner of the partnership that operates the business, or an officer duly appointed by said partnership; or
 - (c) An officer of the corporation which operates the business; or
 - (d) Any individual named as a license representative of the business in accordance with this chapter.
- (21) *License representative* means if a license representative is required, such license representative shall be a resident of Fulton, Clayton, Henry, Fayette, Walton, Douglas, Cobb, Paulding, Newton, Cherokee, Gwinnett, Forsyth, DeKalb, Rockdale, Bartow,

Carroll, or Pickens counties and a manager of the business who is on the premises on a regular basis.

- (22) *Lounge* means a separate room connected with, a part of, and adjacent to, an eating establishment or room located in a hotel as defined herein with all booths, stools, and tables being open and unobstructed to the view of any other customers in such lounge, or the manager thereof.
- (23) *Malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen (14) percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.
- (24) *Manufacturer* means any maker, producer, or bottler of an alcoholic beverage. The term also means:
- (a) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits;
 - (b) In the case of malt beverages, any brewer; and
 - (c) In the case of wine, any vintner.
- (25) *Metropolitan Atlanta area* includes only the counties of Fulton, Clayton, Henry, Fayette, Walton, Douglas, Cobb, Paulding, Newton, Cherokee, Gwinnett, Forsyth, DeKalb, Rockdale, Bartow, Carroll, and Pickens.
- (26) *Microbrewery* means an establishment in which not more than 10,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-5-1.
- (27) *Microdistillery* means an establishment in which not more than 10,000 barrels of distilled spirits are manufactured on the licensed premises in a calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-4-24.2. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-4-1.
- (28) *New license* means a license under this chapter for which application is made either:
- (a) For a premises regarding which no such license was issued the prior year; or
 - (b) By a person or entity to whom no license was issued the prior year for the premises that is the subject of the license application.
- (29) *Package* means a bottle, can, keg, barrel, growler or other original consumer container.

- (30) *Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit.
- (31) *Place of Worship* means a building, which is controlled by a religious organization or association and primarily utilized for religious services, ceremonies, or instruction.
- (32) *Private athletic club* means any club which is organized and operated exclusively as a recreational athletic facility and which is not generally open to the public, but restricted to the registered members of the club and the guests of members thereof, which athletic club has adopted rules and regulations for its membership. It shall not include any such athletic club which derives less than ninety-five (95) percent of its gross monthly revenues from membership fees, fees for use of the athletic facilities and the sale of athletic and recreational equipment, pro shop inventory and goods on the premises, or which derives more than five (5) percent of its gross monthly revenues from the sale of alcoholic beverages. All distance requirements as set forth in section 3-27(b) shall apply. A private athletic club organized or operated primarily for the selling or serving of alcoholic beverages by the drink shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all.
- (33) *Private club* means a corporation or association organized and existing under the laws of the state, actively in operation within the city at least eight (8) years prior to the application for a license hereunder, having at least two hundred (200) members regularly paying dues, for at least five (5) years prior to application for license, organized and operated exclusively for pleasure, recreation and other nonprofitable purposes, no part of the net earnings of which inures to the benefit of any shareholder or member, and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of servants and employees for cooking, preparing and serving meals for its members and guests; provided that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of distilled spirits, wines, champagnes or malt beverages beyond the amount of such salary as may be fixed by its members at an annual meeting, or by its governing body, out of the general revenue of the club. For the purpose of this subsection, tips which are added to the bills under club regulations shall not be considered as profits hereunder. A private club shall not include any entity, which derives 40 % or more of its total annual gross revenue from the sale of alcoholic beverages. Such entities shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all. All distance requirements as set forth in section 3-27(b) shall apply.
- (34) *Private residence* means a house, dwelling or structure wherein not less than one (1), nor more than two (2) families reside and shall not include a mobile home court, an apartment house having facilities for housing more than two (2) families, nor a boarding or rooming house where there are five (5) or more boarders or roomers. Any building occupied as a residence located within an area zoned for business shall not be construed as a private residence.
- (35) *Retail dealer* means, except as to distilled spirits, any person who sells alcoholic beverages in unbroken packages at retail only to consumers for consumption at some

location other than the licensed premises; retail sales are not for resale; examples of retail dealers include, but are not limited to, grocery and convenience stores.

- (36) *Retail package liquor store* means a retail business establishment owned by an individual, partnership, corporation, association or other business entity:
- (a) Primarily engaged in the retail sale of distilled spirits, malt beverages, and wine in unbroken packages, not for consumption on the premises, except as otherwise authorized herein; and
 - (b) Which derives from such retail sale of alcoholic beverages in unbroken packages at least 75 percent of its total annual gross sales from the sale of a combination of distilled spirits, malt beverages, and wine.
- (37) *Sales by the drink* means any person who sells alcoholic beverages for consumption on the premises at retail only to consumers and not for resale.
- (38) *Ticketed Event*. An event held at a licensed premises that requires patrons to purchase a ticket to gain entry to the licensed premises.
- (39) *Wholesaler or wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.
- (40) *Wine* means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in the section.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2000-10, § 1, 4-3-00; Ord. No. 2001-42, § 1, 12-17-01; Ord. No. 04-38, § 1, 12-6-04; Ord. No. 2004-39, § 1, 12-20-04; Ord. No. 05-05, § 1, 3-21-05; Ord. No. 2016-28, § 1, 9-19-16; Ord. No. 2017-03, § 1, 2-6-17)

Sec. 3-1.1 – Terms not expressly defined.

Except where the context clearly indicates a different meaning, any term in this chapter not expressly defined herein shall have the same meaning as when used in a comparable provision of the "Georgia Alcoholic Beverage Code," O.C.G.A. §§ 3-1-1 *et seq.*

Sec. 3-2. - Purpose of chapter.

This chapter has been enacted in accordance with a plan designed for the purposes, among others, of promoting the health and general welfare of the community, to establish reasonable standards for the regulation and control of the licensing and sales of alcoholic beverages, to protect and preserve schools and places of worship, to give effect to existing land use and to preserve certain residential areas, with reasonable considerations, among others, to the character of the areas and their peculiar suitability for particular uses, the congestion in the roads and streets, and with a

general view of promoting desirable living conditions and sustaining stability of neighborhood and property values.

The business of manufacturing, distributing, selling, handling or otherwise dealing in or processing alcoholic beverages are privileges and not rights pursuant to O.C.G.A. § 3-3-1, and such privileges shall not be exercised within the city limits without full compliance with all applicable licensing, regulatory, and revenue requirements of local, state and federal rules, regulations, and laws, including this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-3. - Drinking in public or in public facilities.

- (a) (1) It shall be unlawful for any person to publicly drink, or publicly offer to any other persons within the city, an alcoholic beverage, or to drink or offer such beverage to any other person on any publicly owned property, or on any property open to the general public or open to members of the public by payment of admission charge, dues or other fees, unless such property is licensed for the sale of alcoholic beverages or covered by a catering permit, provided that this section shall not prohibit the drinking of such beverages by people legally entitled to drink the same privately in their homes with their guests or privately within their own place of business.
- (2) This section shall not prohibit the sale of alcoholic beverages at the Georgia International Convention Center and Gateway Arena, which sales shall be allowed subject to all requirements of this chapter.
- (3) This section shall not prohibit the sale of alcoholic beverages at the Gordon Morris Memorial Golf Course. Such sales shall be allowed subject to the following conditions:
- i. Adherence to all requirements of this chapter;
 - ii. Food items must be available for purchase; and
 - iii. All alcoholic beverages shall be consumed inside the clubhouse of the Gordon Morris Memorial Golf Course; provided, however, that the consumption of malt beverages on the golf course shall be permitted but only if such beverages are purchased on the golf course from a vendor approved by the city.
- (4) This section shall not prohibit the sale or consumption of alcoholic beverages at special events approved by the city held at city-owned or leased properties, subject to the following conditions:
- i. Adherence to all requirements of this chapter;
 - ii. All alcoholic beverages shall be consumed indoors or upon the grounds of the city-owned or leased property.
- (b) It shall not be unlawful for a person to consume alcoholic beverages on an outdoor patio of an eating establishment or parklet so long as such consumption otherwise complies with the local and state regulations governing the license or licenses held by the eating establishment. Alcohol consumption on a parklet is limited to alcoholic beverages legally sold and purchased at an eating establishment authorized to use the parklet.

- (1) For the purposes of this subsection, the term "*outdoor patio*" shall mean an outdoor area surrounded by fencing, not located on public property, not to exceed the square feet in the main building, and sharing a common boundary with a portion of at least one (1) wall of the eating establishment.
- (2) For the purposes of this subsection, the term "*parklet*" shall mean a city-owned public seating platform or area converted from a curbside parking space or sidewalk.

(Ord. No. 93-5, § 1, 4-19-93; 2001-42, § 2, 12-17-01; Ord. No. 04-08; Ord. No. 04-08, § 1, 4-19-04; Ord. No. 2004-09, § 1, 4-19-04; Ord. No. 2008-09, § 1, 7-21-08; Ord. No. 2013-02, § 7, 2-4-13; Ord. No. 2020-14, § 1, 10-5-20)

Sec. 3-4. - Drinking in public or in public facilities.

It shall be unlawful for any person to carry alcoholic beverages of any name or description into any building owned by the city or upon any recreational area owned by the city; provided that this section shall not apply to:

- (1) Lawful sales of alcoholic beverages at the Georgia International Convention Center and Gateway Arena as contemplated by section 3-3.
- (2) Lawful sales of alcoholic beverages at the Gordon Morris Memorial Golf Course as contemplated by section 3-3.
- (3) Lawful sale or consumption of alcoholic beverages at city owned or leased properties as contemplated by section 3-3.
- (4) Lawful sale or consumption of alcoholic beverages at the city parklets as contemplated by section 3-3.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-08, § 2, 4-19-04; Ord. No. 2004-09, § 2, 4-19-04; Ord. No. 2008-09, § 2, 7-21-08; Ord. No. 2013-02, § 8, 2-4-13)

Sec. 3-5. - Furnishing to, purchase of, or possession by underage persons of alcoholic beverages; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by underage persons in the course of employment.

- (a) It shall be a violation of this Code for any licensee or any agent, officer, or employee of a licensee to fail to check the identification of any patron when selling or otherwise providing any alcoholic beverage, which failure results in an underage person being sold or served, or to have in such underage person's possession while on the licensee's premises, any alcoholic beverages.
- (b) The prohibitions contained in subsection (a) of this section shall not apply with respect to the sale, purchase, or possession of alcoholic beverages for consumption:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony; or

- (3) In the home with parental consent.
- (c) Reserved.
- (d) Notwithstanding any criminal prosecution which may result from a violation of this section, any licensee employing any officer, agent or employee who fails to comply with the provisions of subsection (a) above, which failure results in an underage person being sold or served, or to have in such underage person's possession while on the licensee's premises an alcoholic beverage, may have such licensee's license revoked.
- (e) If such conduct is not otherwise prohibited pursuant to O.C.G.A. section 3-3-24, nothing contained in this section shall be construed to prohibit any person under twenty-one (21) years of age from:
 - (1) Dispensing, serving, selling, or handling alcoholic beverages as a part of employment in any licensed establishment;
 - (2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured; or
 - (3) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment.
- (f) Testimony by any underage person, when given in an administrative or judicial proceeding against another person for violation of any provision of this section, shall not be used in any administrative or judicial proceeding brought against such testifying underage person.
- (g) Nothing in this section shall be construed to modify, amend, or supersede any provisions of state law, including, but not limited to, O.C.G.A. Title 15, Chapter 11.
- (h) For the purposes of this chapter the term "underage person" shall mean any person to whom the sale of alcoholic beverages is prohibited by state law because of age.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 99-08, § 1, 6-14-99; Ord. No. 2011-18, § 3, 8-1-11)

Sec. 3-6. - Sale of mixed drinks for off premises consumption.

- (a) For the purposes of this section, the term:
 - (1) *Approved container* means a tamper evident container that:
 - i. Does not contain openings or straw holes;
 - ii. Is sealed in a manner visibly apparent if the container has been subsequently opened or tampered with; and
 - iii. Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.
 - (2) *Curbside pick-up* means when a licensee furnishes purchased goods to a customer's vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

- (3) *Food service establishment* means any establishment holding a valid food service permit from its respective county health department.
 - (4) *Mixed drink* means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that:
 - i. Is prepared on the day of sale by an employee of the licensee;
 - ii. Contains no more than 3 ounces of distilled spirits; and
 - iii. Is sealed in an approved container.
- (b) Any food service establishment which is licensed to sell distilled spirits for consumption on the premises and is registered with the city clerk as required in subsection (d), may sell mixed drinks for off-premises consumption in approved containers, provided that such mixed drinks are:
- (1) Sold to an individual 21 years of age or older who shall be limited to two mixed drinks per entree ordered;
 - (2) Accompanied by a food order and a sales receipt with a time stamp that indicates the date and time of such purchases;
 - (3) Sold for personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include a delivery service or third-party agent; and
 - (4) Furnished with the accompanying food order to the customer on the premises or by way of curbside pick-up.
- (c) If transported in a motor vehicle, the customer shall place the mixed drink in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.
- (d) No food service establishment shall sell mixed drinks for off-premises consumption unless said establishment annually registers with the city clerk.
- (e) The city clerk shall maintain a registry of all food service establishments located within the city that are authorized to sell mixed drinks for off-premises consumption under this section.
- (f) Sales of mixed drinks for off-premises consumption shall be taxed in accordance with Section 3-105.

- (g) Food service establishments shall comply with all rules and regulations promulgated by the state revenue commissioner regarding sales of mixed drinks for off-premises consumption.

Sec. 3-7. - Underage persons misrepresenting age, drinking or possessing alcoholic beverages.

- (a) It shall be unlawful for any underage person to falsely state or misrepresent such person's age in any manner whatsoever to a licensee hereunder or his agent.
- (b) It shall be unlawful for any underage person to drink or possess any alcoholic beverage on any licensed premises.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-8. - Deliveries of alcoholic beverages. (a) It shall be unlawful for any wholesaler or distributor to make deliveries of alcoholic beverages except to a location licensed for the retail sale of such beverages.

- (b) Notwithstanding anything in this section to the contrary, home delivery of alcohol is permitted as provided in O.C.G.A. § 3-3-10 (Georgia House Bill 879) and by regulations promulgated by the Georgia Department of Revenue, by an authorized package goods retailer as defined by said statute; provided such authorized package goods retailer has obtained the requisite additional license to deliver from the city (a "License to Deliver").
 - (1) Such "License to Deliver" shall be separate from the required underlying alcohol permit and shall require payment of a separate fee.
 - (2) Applications for a "License to Deliver" shall only be made by the existing licensee for the business.
 - (3) The fee for the "License to Deliver" shall be set from time to time by the city clerk.

Secs. 3-9—3-20. - Reserved.

ARTICLE II. - LICENSES

Sec. 3-21. - License required.

- (a) No person shall engage in the manufacture, sale or distribution of alcoholic beverages in the city without first having obtained a license therefor, provided that wholesalers and distributors maintaining no fixed place of business, warehouse or other facility in the city and possessing a valid state license may make sales and deliveries to licensed retailers and to persons licensed for the sale of alcoholic beverages for consumption on the premises without obtaining a city license.
- (b) Except as specifically authorized in this chapter, no person licensed for the sale of a particular class of alcoholic beverages may sell other classes of alcoholic beverages without obtaining the required license therefor.

- (c) A person licensed to sell distilled spirits for consumption on the premises shall have the right to serve wine and malt beverages by the drink on premises during the same hours as are permitted hereunder for the serving of distilled spirits by the drink.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-22. - Qualifications of applicants.

- (a) No license shall be granted under this chapter to any applicant (i) who is not a citizen or resident legal alien of the United States, (ii) who does not permanently reside in the Metropolitan Atlanta area, or (iii) who currently owes the city any past-due debt (of any kind whatsoever), any tax (current or past-due), any fee, any fine, any monetary penalty or any other moneys otherwise due to the city.
- (b) If an applicant does not permanently reside in the Metropolitan Atlanta area, that applicant may designate a license representative who does reside inside the Metropolitan Atlanta area. The license representative must be 21 years of age and a manager at the business location for which the applicant is seeking a license to serve alcohol. The license representative must also comply with any other requirements of applicants under subsection (a) above.
- (c) Corporations shall apply for a license in the name of the corporation, and the license shall be issued to the corporation or the corporation's license representative. Partnerships shall apply for a license in the name of one (1) of the partners, and the license shall be issued in the name of the applicant. In the case of corporate applicants whose primary business is the operation of an alcoholic beverage store, the majority stockholder must meet the requirements of individual applicants under this subsection at the time application is made and at all times during which the license is in effect. Where the applicant is a corporation whose primary business is other than the operation of an alcoholic beverage store, an officer of such corporation, or in lieu of an officer, an agent involved in the active management of the business to be licensed, or the officer's or agent's license representative, shall meet the requirements of individual applicants and licensed representatives under this subsection at the time application is made and at all times during which the license is in effect. If the applicant is a partner in a partnership, the requirements of this section shall apply to all partners at the time of application, and at all times during which the license is in effect.
- (d) All applicants for licenses, whether for original or renewal, must attach to their applications evidence of their good character. No license, whether original or renewal, shall be issued to any person, partnership or corporation organized for pecuniary gain, or to the license representative of any such person, partnership or corporation, if any individual having an interest either as owner, partner, stockholder, manager, or operator, directly or indirectly, beneficial or absolute, or such person's spouse shall have been convicted of or shall have taken a plea of guilty or nolo contendere to:
- (1) Within the five (5) years immediately prior to filing:
 - a. Any felony
 - b. Any violation of any law regulating gambling, narcotics, driving under the influence, or sex offenses
 - c. Three (3) violations of any law regulating the sale, manufacture, and/or distribution of alcoholic beverages

- d. Five (5) violations of any municipal ordinance, except traffic violations
- (2) Within the ten (10) years immediately prior to filing:
 - a. Two (2) felonies
 - b. Two (2) violations of any law regulating gambling, narcotics, driving under the influence, or sex offenses
 - c. Six (6) violations of any law regulating the sale, manufacture, and/or distribution of alcoholic beverages
 - d. Ten (10) violations of any municipal ordinance, except traffic violations

The restrictions of this paragraph as to stockholders shall apply only to stockholders of privately owned corporations and to stockholders of publicly owned corporations who hold at least ten (10) percent of outstanding stock.

- (e) Alcoholic beverages by the drink, consumption on the premises licenses, shall be issued only to applicants who meet the definition of the entities listed as Class II and Class III licensees under Section 3-37.
- (f) Applicants or license representatives for renewal licenses must meet all qualifications of applicants for original licenses. Loss of qualifications during the term of a license shall be grounds for revocation or for denial of renewal.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 94-12, § 1, 11-21-94; Ord. No. 2012-07, § 2, 4-2-12; Ord. No. 2016-34, § 1, 12-5-16)

Sec. 3-23. - Personal interests in licenses.

- (a) No license holder or member of a license holder's family shall own, hold or control any interest whatsoever in more than one (1) license to engage in the business of selling distilled spirits at retail to the city. Not more than one (1) license to engage in the sale of distilled spirits at retail in the city shall be issued to any one (1) license holder or license representative, which shall include all members of a license holder's family.
- (b) The holder of a license or license representative for the sale of distilled spirits at retail shall be permitted to also hold, or designate a license representative to hold, a license for alcoholic beverage sales for consumption on the premises. The limitations imposed in subsection (a) upon any license holder, member of such license holder's family or corporation to own, hold or control any interest in more than one (1) license for the sale of distilled spirits shall not apply to any licensee engaged in the business of the sale of alcoholic beverages for on-premises consumption.
- (c) No license holder or member of a license holder's family, or license representative, shall own, hold or control any interest whatsoever in more than two (2) licenses to engage in the business of selling wine. Not more than two (2) licenses to engage in the sale of wine in the city shall be issued to any one license holder or license representative, which shall include all members of the license holder's family.
- (d) No license holder or member of a license holder's family, or license representative, shall own, hold or control any interest whatsoever in more than two (2) licenses to engage in the business of selling malt beverages. Not more than two (2) licenses to engage in the sale of

malt beverages in the city shall be issued to any license holder or license representative, which shall include all members of the license holder's family.

- (e) No person, firm or corporation, or license representative of the same shall hold a retail or consumption on premises license if such person, firm or corporation also has any direct financial interest in any wholesale alcoholic beverage business.
- (f) It shall be unlawful for any elected or appointed official or employee of the city, or such person's spouse or minor children, to have any whole, partial or beneficial interest in any license to operate alcoholic beverage establishments in the city.
- (g) A licensee may take in partners or additional stockholders where it is determined that the additional capital furnished is to be used exclusively for additional inventory or expanding the facilities of the business or for building new facilities and where it appears that the licensee personally does not receive directly any of the additional capital invested. Under this section an additional partner or stockholder must be approved by the city as in the case of new license issuance, and, if approved, the business must obtain a new license.
- (h) The limitation of interests per holder shall not apply to licenses held in the name of corporations which are publicly owned. The phrase "member of a license holder's family" shall include all persons related within the second degree of consanguinity to an individual who holds a license, to any partner in a partnership which holds a license, or to any individual stockholder, officer or agent of a corporation required to meet the requirements for licensing under this chapter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2016-34, § 2, 12-5-16)

Sec. 3-24. - Maximum number of retail package liquor store licenses permitted.

- (a) The number of licenses for the retail sale of distilled spirits within the city shall not exceed one (1) license for each five thousand (5,000) citizens, but not including any fraction thereof, according to the United States Census of 2020, or any future census. Additionally, no new such license shall be issued for any location located within less than one (1) mile of any location to which an existing such license has been issued by the city.
- (b) Nothing in this chapter shall be deemed to prohibit the transfer of location or the issuance of a license to a location which was licensed on May 1, 1977. However, in no event shall the total number of licenses exceed the limit imposed by this chapter or the number of licenses outstanding on May 1, 1977, whichever is greater. The transfer of location of an existing license or the sale of an existing licensed business shall not be considered a new license under this chapter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-10, § 1, 3-1-04)

Sec. 3-25. - Contents of application; change in relationship.

- (a) All applications for license, both original and renewal, must be accompanied by a full and complete statement under oath of information relative to all interests in alcoholic beverage licenses. This shall include the names and addresses of all persons interested in the ownership

of the business of selling alcoholic beverages, together with any interest each person or any member of such person's immediate family has in any other alcoholic beverage establishment; the ownership of the land and building where such business is operated; the amount of rental paid for the land and building and the manner in which the same is determined and to whom and at what intervals it is paid; the names and addresses (by affidavit from the owner, lessee or sublessor and sublessee of such land and building) of all persons having any whole, partial, beneficial or other interest in and to the land and building on and in which said establishment is located; and any other information called for by the city.

- (b) Any change in any interest herein declared must be filed with the city clerk when such change is made, and failure to so file within a period of thirty (30) days after such change is made shall be grounds for revocation by the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-26. - Property survey to accompany application.

All applications for license shall include a certificate from a registered surveyor showing a scale drawing of the location of the proposed premises and the distance, measured as provided in section 3-27(h), from the proposed premises to the building and property line of the nearest place of worship, library, school and residence, and the nearest five (5) occupied commercial establishments.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-27. - Business locations near library, school, place of worship, private residence.

- (a) *Retail package liquor store.* No license shall be issued to any retail package liquor store where the place of business of the licensee is located within one hundred (100) yards of any public library; within one hundred (100) yards of any place of worship; or within two hundred (200) yards from any property line of any school ground or college campus.
- (b) *Distilled spirits, malt beverages and wine by the drink.* No license shall be issued to any person to sell distilled spirits, malt beverages or wine by the drink where the place of business of the licensee is located within two hundred (200) yards from any school ground or college campus; or within fifty (50) yards from any place of worship or public library.
- (c) *Wine.* No license shall be issued to any wine retailer hereunder where the place of business of the licensee is located within one hundred (100) yards of any public library; within two hundred (200) yards of any place of worship; or within one hundred (100) yards from any property line of any school ground or college campus; provided, however, the distance requirement relative to places of worship within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District or TSC Transit Station Commercial District shall be fifty (50) feet.
- (d) *Malt beverages.* No license shall be issued to any malt beverage retailer where the place of business of the license is located within one hundred (100) yards of any public library, or unless the business of the proposed location is situated beyond two hundred (200) yards from any place of worship and beyond one hundred (100) yards from any property line of any

school ground or college campus; provided, however, the distance requirements relative to places of worship within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District or TSC Transit Station Commercial District shall be fifty (50) feet.

- (e) *Schools applicable.* The schools or colleges referred to herein shall include only such state, county, city, place of worship or other schools as teach the subjects commonly taught in the common schools and colleges of this state, and shall not include private schools or colleges wherein only specialized subjects, such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.
- (f) *Reserved.*
- (g) *Private residences.* No retail licenses for the sale of distilled spirits, malt beverages or wine, or for the complimentary service of malt beverages or wine, shall be issued to any location which is within two hundred (200) feet of any private residence; provided, however, the distance requirement relative to retail sales of malt beverages or wine shall be fifty (50) feet within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District, TSC Transit Station Commercial District, TOD Transit Oriented Development District, and PD Planned Development District. Notwithstanding anything to the contrary herein, this provision shall not apply to Mixed-Use Developments, as defined in the Appendix A of the Zoning Code.
- (h) *Method of measuring.* Unless otherwise provided by O.C.G.A. § 3-3-21, all measurements to determine distances required by this section 3-27 for the issuance of alcoholic beverage licenses shall be measured in the following manner:
 - (1) From the primary entrance of the structure from which the alcoholic beverage is sold or offered for sale;
 - (2) In a horizontal straight line to the nearest public sidewalk, walkway, street, road or highway;
 - (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
 - (4) To a point on the property line which is in a straight line from the primary entrance of the structure to the nearest public sidewalk, walkway, street, road or highway; and
 - (5) To the primary entrance of the structure.
- (i) *Additional restrictions for licensed premises adjacent to places of worship.* In the event that a premises licensed for the sale of alcoholic beverages by the drink for consumption on the premises meets the distance requirements from places of worship prescribed by subsection (b) but is situated on land physically adjacent to place of worship property, no access to the public shall be provided from the licensed premises on the side of the licensee's establishment which runs along the common property line.
- (j) As to any location licensed by the city, if the distance requirements in this section are met at the time of issuance of any license, or if a license has not yet been issued, but the structure in which an establishment is to be located has commenced construction pursuant to a lawfully issued building permit, the subsequent opening and operation of a place of worship or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any owner of such property.

Provided, however, that the distance requirements herein shall not apply to any location for which a new license is applied for if the sale of alcoholic beverages was lawful at such location at any time during the twelve (12) months immediately preceding such application.

- (k) For any new business establishment opening within the city limits seeking to obtain a license under this article, the distance requirements established herein shall apply to any and all residences, places of worship, schools, colleges, libraries or any other protected establishments without regard to whether such protected establishments are located within the city limits or within the applicable zoning district referenced in this article.
- (l) Any new business establishment opening within a mixed-use zoning district within the city limits seeking to obtain a license under this article may apply directly to the Mayor and City Council to obtain a special exemption to the distance requirements to allow for reduced vertical separation between the proposed licensee and any place of worship or residence.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 99-13, § 1, 8-23-99; Ord. No. 2000-07, §§ 1—3, 2-21-00; Ord. No. 2011-16, §§ 1—3, 10-17-11; Ord. No. 2013-02, §§ 2—6, 9, 10, 2-4-13)

Sec. 3-28. - Zoning requirements for business location.

Refer to the City of College Park's Zoning Ordinance in Appendix A for detailed zoning requirements.

Sec. 3-29. - Annexed areas; continuance of business.

Where an alcoholic beverage establishment exists in an area outside the city limits, upon annexation of such area, the same may be continued and shall be subject to all remaining provisions of this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-30. - Fraud and misrepresentation by applicant.

- (a) Any person who acquires a license or a renewal of same in violation of this chapter by any misrepresentation or fraudulent statement shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with section 1-8.
- (b) Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer application for a license shall be cause for the denial thereof and, if any license has been granted under these circumstances, there shall be cause for the revocation of the same.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-31. - Investigation of application.

- (a) All applicants for new or renewal licenses shall be submitted to the city clerk who shall refer such applications to the police department for its review and recommendation. Upon receipt of the police department recommendation, the city clerk may request review by the city

attorney. The city clerk shall consolidate all reports and recommendations of reviewing departments and make an independent comprehensive review of each application.

- (b) All applicants for new or renewal licenses shall furnish to the police department and the city clerk all data, information and records requested of them by the police department or city clerk, and failure to furnish such data, information and records within thirty (30) days from the date of the request shall automatically serve to dismiss with prejudice the application of any such applicant failing to furnish such data, information and records.
- (c) Applicants, by filing for license to sell alcoholic beverages, agree to furnish the data, information and records as called for herein and also agree to submit under oath to interrogation by the police department and/or the city clerk as to any facts considered pertinent to such application. Applicants, by filing such application, also agree to produce for oral interrogation by the police department or the city clerk any persons requested by the police department or city clerk and considered as being important in the ascertainment of the facts relative to the license. Failure to produce such persons within thirty (30) days after being requested to do so shall result in the automatic dismissal with prejudice of any application for license.
- (d) An applicant whose application is dismissed with prejudice may file a written notice of appeal no later than ten (10) days from the date of dismissal. Such appeal shall be filed with the city clerk who shall set a time for hearing before the city manager and notify the appellant thereof. Procedures governing the hearing shall be the same as those provided for denial of license in section 3-32.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-32. - Issuance standards; denial; appeal.

- (a) All applications for new licenses or for transfers of locations shall be passed upon by the city clerk within sixty (60) days from the date of filing of a completed application.
- (b) Date of filing shall be the time and date that a properly completed and executed application form, along with the filing fee as required in section 3-37, is received by the city clerk.
- (c) The city clerk shall not accept an application for a retail package liquor store license for consideration when there is a previously filed and still pending application for a place of business for retail package liquor store license within one thousand (1,000) feet of applicant's proposed site.
- (d) All applications for alcoholic beverage licenses meeting the standards of this chapter shall be granted by the city clerk, unless some specific cause regarding suitability of premises by reason of location or otherwise, character of related activities on premises, reasonable requirements of the neighborhood, traffic conditions or environmental conditions justifies a refusal. In such event, the applicant shall be entitled to file a new application of like kind for a different location without the loss of any part of the application fee.
- (e) In the event the city clerk denies an application for a license, the denial shall be transmitted to the applicant, in writing, with the reasons for that action specified. The applicant shall have the right to appeal the denial to the city manager. Such appeal shall be filed in writing no later than fourteen (14) days from the date of the city clerk's decision. A hearing shall be held not

more than thirty (30) days from the date of the written notice of appeal. Within thirty (30) days from the date of the conclusion of the hearing, the city manager shall notify the applicant, in writing, his recommendations and the reason therefor and the date such recommendation shall be presented to the Mayor and City Council. The Mayor and City Council shall vote to ratify or reject the City Manager's recommendation as provided in section 3-46.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-33. - Issuance of license; payment of fee.

- (a) All licenses must be obtained and fees paid not later than two (2) weeks from the date of the approval of the application by the city and, if not so obtained, the permit granted by the city shall be void.
- (b) When a license has been approved and the applicant has deposited with the city clerk the required fee, the fee shall be paid to the municipal revenue collector and a license issued.
- (c) For applicants for new licenses, the following prorated portions of all fees for the year of initial application, and only that year, for the new licensers shall apply:
 - (1) For applications approved between January 1 and March 31, none of the initial fee shall be prorated;
 - (2) For applications approved between April 1 and June 30, the fee shall be three-quarters ($\frac{3}{4}$) of the initial fee;
 - (3) For applications approved between July 1 and September 30, the fee shall be one-half ($\frac{1}{2}$) of the initial fee; and
 - (4) For applications approved between October 1 and December 30, the fee shall be one-quarter ($\frac{1}{4}$) of the initial fee.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-38, § 2, 12-6-04; Ord. No. 2008-13, § 1, 11-3-08; Ord. No. 2010-07, § 1, 5-17-10)

Sec. 3-34. - Procedure when license denied by state.

In the event the applicant is denied a license by the state, upon the proof of such refusal such person shall be entitled to a refund of the license fee, less the investigative fee as required in section 3-37, plus an additional charge of twenty-five dollars (\$25.00) to cover the clerical costs of granting the license. Such refund may be made by the city clerk without the necessity of any action by the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-35. - Business opening within six months from license issuance required.

All holders of licenses shall, within six (6) months after the issuance of the license, open for business the establishment referred to in the license and begin the sale of the products authorized by the license. Failure to open the establishment and begin the sale as referred to above within

the six-month period shall serve as automatic forfeiture and cancellation of the unused license, and no refund of license fees shall be made to the license holder.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-36. - Effect of failure to operate business for six consecutive months.

Any holder of a license who shall begin the operation of the business and sale of the products as authorized in the license, but who shall, for a period of six (6) consecutive months thereafter, cease to operate the business and sale of the products authorized in the license, shall upon completion of the six-month period automatically forfeit the license, which license shall, by virtue of that failure to operate, be cancelled without the necessity of any further action of the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-37. Classification of Licenses.

The following classes of licenses that may be issued under this chapter include:

(a) **Class I-** Package Sales (consumption off-premises):

- (1) Wholesaler;
- (2) Retail Package Liquor Store;
- (3) Retail Dealer;

(b) **Class II-** Sales by the Drink (consumption on-premises):

- (1) Eating Establishment;
- (2) Hotel;
- (3) Lounge;
- (4) Private Club;
- (5) Private Athletic Club;
- (6) Ancillary Retailer License;
- (7) Special Event License (Commercial and Non-Profit); and
- (8) Complimentary Service License

(c) **Class III-** Both Package Sales and Sales by the drink (consumption on and off premises)

- (1) Brewpub;
- (2) Microbrewery;
- (3) Microdistillery;
- (4) Craft Beer and Wine Market;
- (5) Farm Winery; and
- (6) Caterer

Sec. 3-38. - Annual license fee schedules—Class I (Off-premises consumption).

The annual Class I license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class I: Off-Premises Consumption*</u>	<u>Annual Fee</u>
Wholesaler with principal place of business in the City	\$1,000
Wholesaler with principal place of business outside of the City	\$100
Retail Package Liquor Store—distilled spirits, wine, and malt beverages	\$4,000
Retail Dealer—wine	\$500
Retail Dealer—malt beverages	\$500
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 1, 11-5-01; Ord. No. 2016-28, § 2, 9-19-16; Revised Ord. No. 2016-28, § 1, 10-17-16)

Sec. 3-39. Annual license fee schedules—Class II (on-premises consumption).

The annual Class II license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class II: On-Premises Consumption*</u>	<u>Annual Fee</u>
Distilled spirits, wine, and/or malt beverages:	
Eating Establishment	\$4,000
Hotel	\$4,000
Hotel, where a license fee of \$4,000 has been paid for an eating establishment or lounge within the hotel	\$1,000

Lounge	\$4,000
Lounge within the same premises where a license fee of \$4,000 for an eating establishment has been paid	\$1,000
Private Club	\$250
Private Athletic Club	\$300
Special Event License- Commercial	Daily Fee: \$300
Special Event License- Non-Profit	Daily Fee: \$150
Wine, and/or malt beverages:	
Eating Establishment	\$2,500
Hotel	\$2,500
Hotel, where a license fee of \$2,500 has been paid for an eating establishment or lounge within the hotel	\$1,000
Lounge	\$2,500
Lounge within the same premises where a license fee for an eating establishment of \$2,500 has been paid	\$1,000
Private Club	\$250
Private Athletic Club	\$300
Ancillary Retailer License	\$1,000
Special Event License- Commercial	Daily Fee: \$250
Special Event License- Non-Profit	Daily Fee: \$125

Complimentary Service License	\$250
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

Sec. 3-40. Annual license fee schedules—Class III (on-premises and off-premises consumption).

The annual Class III license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class III: On-Premises and Off-Premises Consumption*</u>	<u>Annual Fee</u>
Brewpub	\$5,000
Microbrewery	\$5,000
Microdistillery	\$5,000
Craft Beer and Wine Market	\$3,000
Farm Winery	\$2,000
Caterer (distilled spirits, wine, and/or malt beverages)	\$2,000
Caterer (wine and/or malt beverages)	\$1,000
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 2, 11-5-01; Ord. No. 2006-09, § 1, 2-20-06; Ord. No. 2016-28, § 3, 9-19-16; Revised Ord. No. 2016-28, § 2, 10-17-16)

Sec. 3-41. - Same—Payment dates.

- (a) All license fees for existing holders of licenses for manufacture and wholesale of alcoholic beverages, licenses for the sale of alcoholic beverages by the drink, licenses for catering of alcoholic beverages, and/or licenses for retail sale of beer or wine, wishing to continue the license into a succeeding year shall be due by the close of business on December 31 of the then-current year. If said license fees are not received on or before the close of business on that date, such licensee shall immediately cease the sale of alcohol on January 1 at 12:01 a.m. of the succeeding year. License fees paid after the due date shall be subject to a delinquent penalty of five (5) percent of the license fee for each thirty-day period the fee remains unpaid. If December 31 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day.
- (b) Except as provided in subsection (c), all license fees for existing license holders of licenses for retail sale of distilled spirits wishing to continue the license into a succeeding year shall be due by the close of business on December 31 of the then-current year. If said license fees are not received on or before the close of business on that date, such licensee shall immediately cease the sale of alcohol on January 1 at 12:01 a.m. of the succeeding year. Thereafter, if any licensee shall wish to continue to sell alcoholic beverages it must submit a new application for a license. Such new application must be approved by the city before the sale of alcohol may resume. Such application shall be treated as a new application and shall be approved only if the applicant can comply with all ordinances and statutes in effect at the time of submission of the application. If December 31 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day.
- (c) If a business for which a license for the retail sale of distilled spirits is required is to be sold between December 27 and December 31 of any year, the license of the existing licensee has not yet been renewed, the licensee has given written notice of such to the city clerk, and the sale is not consummated by December 31 (or the immediately preceding business day if December 31 falls on a day in which the city is not open for business), the application for a license for the succeeding year may be filed on or before the close of business on January 10. If a license is filed on or before that date, then the reapplication limitations contained in subsection (b) shall not apply, and the application shall be reviewed as a license to continue, and not a new application. The fee shall be due five (5) business days after approval. If January 10 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day. If the license fee is not paid by the due date, the renewal application process set forth in subsection (b) shall apply.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2006-09, § 2, 2-20-06; Ord. No. 2008-13, § 2, 11-3-08; Ord. No. 2010-07, § 2, 5-17-10; Ord. No. 2016-13, § 1, 4-18-16; Ord. No. 2016-24, § 1, 8-1-16)

Sec. 3-42. - Term of license.

No license shall issue for less than the remainder of the calendar year. In case of the revocation or surrender of such license before the expiration of such year period, the holder thereof shall not be entitled to receive any refund whatsoever.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2008-13, § 3, 11-3-08; Ord. No. 2010-07, § 3, 5-17-10)

Sec. 3-43. - Transferability of licenses.

- (a) Licenses to engage in the business of selling alcoholic beverages shall not be transferable, except as otherwise provided herein.
- (b) In case of the death of any individual holding such a license, or any interest therein, the same may, in the discretion of the city clerk, be transferred to the administrator, executor or the lawful heirs of the deceased person. In the case of a corporation for which one (1) or more stockholders, officers or agents are required to meet the requirements of this chapter for licensing, the death of any such person shall be treated as the death of an individual holding an interest in the license.
- (c) Nothing in this section, however, shall prohibit one (1) or more of the partners in a partnership holding a license to withdraw from the partnership in favor of one (1) or more of the partners who were partners at the time of the issuance of the license. Such withdrawal shall not, however, serve to bring any new ownership into the partnership.
- (d) Should a transfer of a location be approved, there shall be no pro rata return of any license fee, and the new location shall be required to obtain a new license hereunder.
- (e) All applications for transfer of locations shall comply with the provisions herein set forth governing new licenses.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-44. - Notice of transfer of business; effect of disciplinary action.

Should any alcoholic beverage license holder withdraw from, sell or otherwise transfer such holder's interest in any ongoing alcoholic beverage business, the city clerk shall be notified in writing of such withdrawal, sale or transfer within seven (7) days. Conduct of the licensed business may be continued for a period of no more than sixty (60) days following the sale of a license holder's interest therein, upon application of the purchaser for a new license and with approval of the city clerk, provided the initial license holder is under management contract with the purchaser of the business to supervise and remain responsible for the conduct of such business during the time investigation of the new application is underway; and provided further, that no disciplinary proceedings are pending against the initial license holder or the licensed premises concerning established or alleged violations of this chapter. In the event disciplinary proceedings have been concluded against the initial license holder and such license holder is under a probationary period, the remainder of any such probationary period shall be applied to the new license holder for such ongoing business. In the event disciplinary proceedings have been concluded against the initial license holder and such license holder's license is under suspension, the city clerk shall not accept any alcohol beverage license application for such ongoing business until such time as the suspension of the original license has or would have ended. For purposes of this section, "ongoing alcoholic beverage business" shall mean any business enterprise that continues to operate at the same location or premises and engages in the sale of alcoholic beverages, irrespective of the corporate structure or ownership of such business enterprise.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2008-14, § 1, 11-3-08)

Sec. 3-45. - Display of license.

Every person, firm or corporation issued a license pursuant to this chapter shall be required to display this license in a prominent place on the premises.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-46. – Denial, Suspension or revocation of license.

- (a) **Effect of Suspension or Revocation by State.** The State of Georgia’s suspension or revocation of any state license to sell any alcoholic beverage shall result in the automatic corresponding suspension or revocation of a license issued under this chapter, without any action by the City.
- (b) **Due Cause for Denial, Suspension, or Revocation.** A license may be denied, suspended, or revoked by the City:
- (1) For any violation by the licensed business and/or licensee of local, state and/or federal laws and/or regulations relating to alcoholic beverages, including but not limited to the sale of alcoholic beverages to any person under the age of twenty-one (21);
 - (2) For any act by the licensed business and/or licensee of encouraging or condoning the violation by the licensed business’ employees of local, state and/or federal laws and/or regulations relating to alcoholic beverages;
 - (3) Evidence of fraudulent, false, omitted, and/or misleading information provided by the applicant, licensee, and/or their employees in securing, renewing and/or maintaining the alcohol license;
 - (4) If the licensee or the licensed business ceases to meet the eligibility requirements for licensure, including but not limited to failing to maintain the required percentage of annual food sales in the preceding 4 (four) quarters or the requirements listed in Section 3-22;
 - (5) If, within a period of five (5) years, the licensee, licensed business, or any of the licensed businesses’ employees, agents or contractors, has been convicted of, or plead guilty or Nolo Contendere to, four (4) or more violations of local, state and/or federal laws and/or regulations occurring at the licensed premises.
 - (6) If any licensee, in a period of five (5) years immediately preceding the date of revocation, has been convicted of, or plead guilty or Nolo Contendere to, four (4) or more violations of any provision of the International Property Maintenance Code or Section 5-15 of this Code, for any commercial location in the City.
 - (7) If any licensee continues to sell, distribute, or manufacture alcoholic beverages during a period in which its license is suspended or otherwise violates the terms of its suspension.
 - (8) If any licensee or licensed business operates outside of the permitted hours of operation.

- (9) If any licensee permits the solicitation of patrons on the licensed premises for prostitution or any other unlawful act where the licensee or the licensee's employee or agent knew or should have known of such conduct.
 - (10) If any licensee permits the selling or serving of any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication.
 - (11) If any licensee fails to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises or on any property owned or leased by the licensee, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of a licensed establishment, in order to protect the safety and well-being of the general public and of those utilizing the premises.
 - (12) If any licensee permits the sale of illegal drugs on the licensed premises where the licensee or the licensee's employee or agent knew or should have known of such conduct.
 - (13) If any licensee whose licensed premises directly abuts a public street directly fails to maintain all property outside the lot and property line and inside the curb line upon the public street, including any sidewalk. Said duty to maintain the above-designated property must be accomplished within reasonable time after the close of business each day. "Maintain" as used in this subsection shall mean keeping the specified area free of bottles, cups, trash and other debris. "Within a reasonable time" as used in this subsection shall mean within four hours of the close of business.
 - (14) If any licensee fails to furnish any and all data, information and records related to the operation of licensed establishments, when such has been requested by the police department or the city clerk.
- (c) **Procedure for revocation or suspension.** Except as otherwise provided herein, no license which has been issued or which hereafter may be issued pursuant to this chapter shall be denied, suspended or revoked except for due cause and after a hearing.
- (1) *Notice of Hearing.* The city clerk may initiate proceedings under this section by providing written notice to the licensee, at least ten (10) days prior to the date of the suspension/revocation hearing, stating specifically the grounds for denial/suspension/revocation and proposed length of any requested suspension. The notice shall advise the licensee of the time, place, and purpose of the hearing.
 - (2) *Service.* Service of such notice shall be by personal service by a city police officer or code enforcement officer at the licensed premises on the named licensee or an employee of the licensee or by certified mail, return receipt requested, to the address listed in the license application. If personal service or certified mail fails, affixing a copy of the notice to the front door of the licensed premises and mailing the original to the named licensee at the licensed premises with a copy mailed to any other address of the named licensee contained in the most recent license application on file, shall suffice as receipt of the notice.
 - (3) *Hearing.* At the hearing, the licensee shall have the right to represent himself/herself or be represented by counsel, may cross-examine all witnesses offered by the City, and

may present evidence in his/her own behalf. Formal rules of evidence shall not apply to hearings under this section and all testimony shall be offered under oath or affirmation. At the hearing, the City shall have the burden of proof by a preponderance of the evidence that the suspension or revocation was proper. Within five (5) business days of the date of the hearing, unless otherwise waived by the licensee and the City, the City Manager shall make a written recommendation to the Mayor and City Council with respect to the request for suspension or revocation, and shall concurrently send a copy of said written recommendation to the licensee by certified mail.

- (4) *Review by City Council.* The City Manager's recommendation shall be placed on the agenda of the next regular meeting of the City Council or set for a special called meeting to occur within thirty (30) days of such recommendation. At such meeting, the City Manager shall outline the evidence heard, and the basis for his or her recommendation. The City Council shall vote to ratify, amend, or reject the City Manager's recommendation. The City Council may, if the City Council finds incomplete issues of fact, direct the City Manager to rehear the matter on such portion, not later than thirty (30) days after the City Council Meeting. The procedure for notice and conduct of said hearing shall follow the same requirements of this section as the original hearing.
- (5) *Appeal from decision of City Council.* The decision of the City Council to ratify or reject the City Manager's recommendation shall be final. If the City Council votes to ratify the City Manager's recommendation, the licensee shall have the right to appeal said decision by writ of certiorari to the Fulton County Superior Court.
- (6) *No Supersedeas.* The filing of an appeal from a suspension or revocation shall not ipso facto act as a supersedeas; provided, however, this restriction shall not be construed to prohibit a court of appropriate jurisdiction to grant a supersedeas upon such terms and conditions as may seem reasonable and proper.
- (7) *Effect of no appeal or ratification.* If the suspension or revocation is ratified (or not appealed):
 - i. No refund of any portion of the license shall be paid; and
 - ii. In the event of revocation, licensee shall remove all alcohol from its premises; or.
 - iii. In the event of suspension lasting thirty (30) or more days, licensee shall remove all alcohol from its premises, and the Chief of Police shall cause for a sign and/or notice to be posted on the premises notifying the public of said suspension. The sign and/or notice shall remain on the premises for the duration of the suspension. Notwithstanding anything to the contrary herein, retail package liquor stores shall not be obligated to remove alcohol from the premises in the event of suspension.

(d) Penalties for due cause finding by the City Council

- (1) With respect to existing licenses for retail package liquor stores, mandatory minimum penalties for due cause findings by the City Council shall be as follows:

- i. First violation—Minimum of five (5) days to a maximum of ninety (90) days suspension of license and a minimum \$1,000.00 fine;
 - ii. Second violation—Minimum of thirty (30) days to a maximum of one hundred eighty (180) days suspension of license and a minimum \$1,000.00 fine;
 - iii. Third violation—License revocation.
- (2) With respect to existing licenses to sell alcoholic beverages for on-premises consumption of alcoholic beverages, mandatory minimum penalties for due cause findings by the City Council to shall be as follows:
- i. First violation—Minimum of five (5) days to a maximum of ninety (90) days suspension of license and a minimum \$2,500.00 fine;
 - ii. Second violation—Minimum of thirty (30) days to a maximum of one hundred eighty (180) days suspension of license and a minimum \$2,500.00 fine;
 - iii. Third violation—License revocation.
- (3) Notwithstanding anything to the contrary herein, the above penalties constitute mandatory minimums only. The City Council has the discretion to revoke any license upon a first violation if said violation is of such a nature that revocation is necessary to protect the health, safety, and welfare of the public.
- (4) The time period considered for number of violations shall be five (5) years from the date of the most recent violation.

Section 3-46.1.- Emergency Suspension of License.

- (a) The chief of police shall notify the City Manager that such a situation exists that constitutes a significant, present threat to public safety or public order, which is likely to continue and that requires the immediate suspension of a license;
- (b) The decision to immediately suspend a license shall be jointly made by the City Manager and shall be justified when any of the criteria set forth in section 3-46(b) is present and at least one (1) identifiable aggravating circumstance exists that the City Manager finds requires an emergency suspension. The following factors shall be considered to determine whether aggravating circumstances exist:
 - (1) Consistency of penalties mandated by this chapter and those previously set;
 - (2) Likelihood of deterring future wrongdoing;
 - (3) Impact of the offense(s) on the community;
 - (4) History of prior suspensions and/or revocations of licensee and of warnings of violations to licensee;
 - (5) Disorderly conduct at the establishment;
 - (6) Presence of illegal drugs at the establishment;

- (7) Violence at the establishment;
 - (8) Gambling or prostitution at the establishment;
 - (9) Any public safety implications of failing to immediately suspend the subject license;
and
 - (10) Whether the situation in question is a violation of a suspension previously imposed.
- (c) At least within 24 hours of said decision, the City Manager or the city manager's designee shall issue a show cause order notifying licensee of the decision to immediately suspend said license; notifying licensee of a time, date, and place of the hearing to be conducted before the City Manager no later than ten (10) days from the date of the emergency suspension; and directing licensee to show cause why said license should not be subject to further suspension or revocation; both licensee and the chief of police shall receive a copy of the show cause order.
- (d) Except as otherwise provided in this section, the provisions in section 3-46 shall apply to emergency suspension proceedings.

Sec. 3-47. - Employees; qualifications; permits; records filed with city; investigations.

(a) *Eligibility.*

- (1) No licensee shall employ in any premises licensed for the retail sale of malt beverages and/or wine, any person who, once within the immediately preceding six (6) months, twice within the immediately preceding twelve (12) months, or three (3) times within the immediately preceding five (5) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, or who, within the immediately preceding ten (10) years has been convicted of or entered a plea of guilty or nolo contendere to any felony.
- (2) No licensee shall employ in any premises licensed for the retail sale of distilled spirits, any person who, once within the immediately preceding one (1) year, twice within the immediately preceding two (2) years, or three (3) times within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, narcotics or gambling, or who, within the immediately preceding ten (10) years has been convicted of or entered a plea of guilty or nolo contendere to any felony.
- (3) No licensee shall employ in any premises licensed for the sale of alcoholic beverages for consumption on the premises, any person, who, once within the immediately preceding one (1) year, twice within the immediately preceding two (2) years, or three (3) times within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, narcotics, gambling, or sex offense, including but not limited to prostitution, solicitation of prostitution or keeping a disorderly house, or who, within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any felony.

- (4) Paragraphs (1) through (3) above shall only apply to those employees hired for the purpose of or actively engaged in the dispensing, serving, selling or other handling of alcoholic beverages.
- (5) In the event an employee of a licensed alcoholic beverage establishment is convicted of or enters a plea of guilty or nolo contendere to any offense which would preclude his or her initial employment under paragraphs (1) to (3) above, such employee shall be placed on probationary status for a period of twelve (12) months. Any subsequent conviction or plea to such an offense during the probationary period shall result in the employee's disqualification from further eligibility for employment in a capacity which involves the dispensing, serving, selling or other handling of alcoholic beverages in an alcoholic beverage establishment in the city for a period of five (5) years; provided that nothing in this subsection shall be construed to require a license holder to continue the employment of such an employee nor shall the provisions of this subsection be construed to prohibit dismissal of such an employee as a condition of maintaining the alcoholic beverage license where the conduct of the employee is of an egregious nature or shows a total disregard for the laws and regulations pertaining to the sale of alcoholic beverages.
- (b) Employees who are involved in the sale and/or dispensing of alcoholic beverages are required to register with the police department on a form provided by the police department for that purpose. All such employees shall be subject to such investigative rules and regulations as may be deemed necessary from time to time by the police department of the city. A dispensing permit with a photograph of the permit holder affixed and clearly printed expiration date will be issued and a fee will be charged to all applicants for the same. Such fee may be changed from time to time by resolution of the Mayor and City Council. Reregistration shall be accomplished every two (2) years on the two-year anniversary of initial registration in the same manner as previously stated. Such permits allow an employee who dispenses or sells alcoholic beverages to work in any retail consumption establishment in the city. Such permits must be worn, clearly visible to the public, at all times when the holder of the permit is engaged in the dispensing and/or sale of alcoholic beverages.
- (c) The licensee shall acquaint all employees engaged in the sale of alcoholic beverages with the requirements of this chapter and state law regulating the handling, sale or dispensing of such beverages, and shall obtain from each such employee a signed acknowledgment that the employee has read the provisions of this chapter and state law regulating the handling, sale or dispensing of alcoholic beverages. Such signed acknowledgment shall be retained in the business office of the licensed premises during the employment period for each such employee, and shall be available for inspection during business hours at the request of the city manager, chief of police, or any city law enforcement officer.
- (d) Minors under eighteen (18) years of age may be employed in or about places of business where alcoholic beverages are sold, provided such minors shall not be allowed or required to dispense, serve, sell, deliver or take orders for such alcoholic beverages or in any manner aid or assist in the dispensing, serving, sale, delivery or taking orders for same. Persons under eighteen (18) years of age who are employed in supermarkets, convenience stores, breweries or drug stores may handle the stocking or storage of alcoholic beverages which are sold for consumption off the premises, but may not assist in the sale thereof.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2006-20, §§ 1, 2, 5-15-06; Ord. No. 2010-07, § 4, 5-17-10)

Sec. 3-48. - Conditions of on-site tastings.

- (a) The holder of a retail package liquor store license issued under section 3-37(a) shall be eligible for an ancillary tasting license to provide samples of wine, malt beverages, or distilled spirits offered for sale to customers under the conditions set forth in this section. No tasting license shall be required for farm winery tasting rooms.
- (b) Tastings shall be limited to four (4) tasting events per calendar year, or in conjunction with education classes and sampling designed to promote alcoholic beverage appreciation and education.
- (c) Tasting for customers shall only be conducted at a counter area constituting no more than ten (10) percent of the entire floor area of the premises.
- (d) Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any one-hour period.
- (e) Beverages shall only be opened and samples poured by the licensee, an employee, and/or an alcoholic beverage brand ambassador.
- (f) Sampling and tasting are only permitted within the premises. No open containers shall be removed from the licensed premises.
- (g) Complimentary food shall be made available for customers during each sampling and tasting
- (h) Not more than one time per week for a period of time not to exceed two (2) consecutive hours, the holder of an ancillary tasting license may conduct sampling educational classes. All conditions of sampling set forth in this section shall apply to such classes, except for the limitation on floor area where the classes can be conducted.
- (i) Holders of an ancillary wine tasting permit shall not charge for individual samples or tastings, but may impose a charge for educational classes or certain special tasting events.
- (j) The annual fee for an ancillary wine tasting license shall be one hundred dollars (\$100.00), which fee may be revised from time to time by resolution of the Mayor and City Council.
- (k) The licensee shall provide at least thirty (30) days' written notice to the city clerk prior to the tasting event.

(Ord. No. 2013-02, § 1, 2-4-13; Ord. No. 2016-28, § 5, 9-19-16)

Sec. 3-49. - Farm winery licenses.

- (a) A farm winery shall sell, at retail and by the drink, only wine produced in its facilities. In no event shall a farm winery sell wine produced by other farm wineries, distilled spirits or malt beverages.
- (b) There shall be no specified or required ratio of wine sales to any other income for farm winery operations.

- (c) On Sundays, a farm winery shall be permitted to sell its wine only during the hours of 12:30 p.m. until 12:00 a.m. of the following day.
- (d) Farm wineries shall be subject to all qualifications and regulations of this chapter, except as otherwise specifically provided in this section.
- (e) Any applicant for a license for the sale of wine by a farm winery shall pay the applicable annual license fee and a one-time administrative/investigative fee established by Mayor and City Council, by resolution, from time to time.
- (f) The license created in accord with this section shall be limited to farm winery tasting rooms licensed by the State of Georgia in accordance with O.C.G.A. § 3-6-21.1, *et seq.*, and the licensee shall be permitted to perform only acts allowed in accord with such statutes. No license is hereby created authorizing any other use. All consumption of wine by the drink shall be in farm winery tasting rooms.
- (g) All applications for renewal of a farm winery license shall be accompanied by a copy of the current state license. Failure to present a valid copy of a current and valid state license will result in a refusal to renew the license.
- (h) A farm winery may only apply for licenses for sales by the drink of wine and off-premises consumption wine sales.

(Ord. No. 2016-28, § 6, 9-19-16; Revised Ord. No. 2016-28, § 4, 10-17-16)

Sec. 3-50.- Craft Beer and Wine Market License.

- (a) No person shall be permitted to own or operate a craft beer and wine market without first obtaining a license from the city clerk or his/her designee pursuant to the same procedures as are set forth in this chapter, and each craft beer and wine market license holder shall comply with all other applicable state and local requirements.
- (b) A craft beer and wine market shall offer a minimum of twenty-five (25) craft beer and/or wine selections.
- (c) Sales of craft beers and wines (including growlers), shall be limited to package sales for consumption off the premises; provided, however, a craft beer and wine market may hold four (4) events per calendar year where on-premises consumption shall be permissible as long as (i) food is available for purchase at the premises during the event and (ii) the licensee provides at least thirty (30) days' notice to the city clerk prior to the event.
- (d) The sale and/or consumption of distilled spirits is strictly prohibited at such locations.
- (e) Craft beer and wine markets shall meet all distance requirements for a consumption on the premises license.
- (a) Licensees or employees of a craft beer and wine market shall be authorized to offer samples of draft beer or wine to patrons over the age of 21; provided that samples shall not exceed three (3) ounces and all patrons are limited to four (4) samples during a single days' operating hours.

Sec. 3-51.- Ancillary Retailer License.

- (a) A for-profit commercial entity or non-profit organization located within the Downtown Commercial District, the Hospitality Campus District, or within the Planned Development District may be issued a license to sell or offer complimentary alcoholic beverages for consumption only on the premises.
- (b) An ancillary licensee shall not:
 - (1) Serve alcoholic beverages past 9:00 p.m.;
 - (2) Allow any alcoholic beverages to be consumed outside the facility;
 - (3) Engage in any exterior advertising concerning the consumption of alcoholic beverages on the premises; or
 - (4) Derive more than twenty (20) percent of its total annual gross revenues from the sale of alcoholic beverages.
- (c) An ancillary commercial licensee shall:
 - (1) During all hours of operation, provide food available for purchase and/or utilize one or more food trucks, which shall be located on the grounds of the licensed premises or within twenty-five (25) feet of the licensed premises;
 - (2) Comply with all ordinance regulations dealing with general licensing and consumption on the premises' establishments;
 - (3) Comply with all local, state and federal licensing and operational requirements; and
 - (4) Submit all reports to the city as required under this chapter.

Sec. 3-52.- Brewpub License.

- (a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper license from the commissioner in the manner provided in this title, and each brewpub licensee shall comply with all other applicable state and local license requirements;
- (b) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than ten thousand (10,000) barrels of malt beverages in a calendar year solely for retail sale;
 - (2) Operate an eating establishment that shall be the sole retail outlet for such malt beverages;
 - (3) Operate an eating establishment that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this title, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler; and, provided, further, that in addition to draft beer manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers; and

- (4) Notwithstanding any other provision of this paragraph, sell up to a maximum of five thousand (5,000) barrels annually of such malt beverages to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale;
- (c) A brewpub licensee shall:
 - (1) Pay all state and local license fees and excise taxes applicable to individuals licensed by this state as manufacturers, retailers, and, where applicable, wholesalers under this chapter;
 - (2) Measure malt beverages manufactured on the premises and otherwise comply with applicable rules and regulations respecting excise and enforcement tax determination of such malt beverages as required by state and local law.
- (d) To the extent the provisions of this section conflict with O.C.G.A. § 3-5-36, the provisions of O.C.G.A. § 3-5-36 shall control.

Sec. 3-53.- Special Event Alcohol License.

- (a) Establishments duly licensed by the city to sell alcoholic beverages for consumption on the premises must submit an application and site plan to the city clerk to engage in outdoor special events.
- (b) A special event temporary permit, if approved by the Mayor and City Council under Section 3-84, shall authorize the licensee to sell alcoholic beverages for consumption on the premises for a period not to exceed the hours otherwise specified in this chapter.
- (c) The applicant must meet the following requirements:
 - (1) The licensed establishment must have an existing license for the sale of alcoholic beverages for consumption on the premises.
 - (2) The entrances and exits to the event must be through controlled entry points which allow for easy monitoring of patrons entering and leaving the event.
 - (3) A site plan must be submitted to and approved by the city planner and city fire marshal.
 - (4) If the site plan provides for an area to accommodate more than 25 persons, a crowd control and security plan must be submitted to the city for approval. The community development department and city fire marshal must approve any temporary structures.
 - (5) A signed and notarized letter from the property owner authorizing the use of the property for the event.
 - (6) The outside event shall not exceed three (3) days.
 - (7) All outside events for an individual licensed establishment will be restricted to three (3) events per year.
 - (8) A non-refundable fee of \$100.00 (Commercial) or \$50.00 (Non-Profit) must be paid at the time of filing of the application.

- (9) The completed application must be submitted to the city clerk no less than thirty (30) days prior to the scheduled event.
- (d) Nothing in this section shall be construed to waive or appeal any other requirements ordained under this Code.
- (e) The licensee or the licensee's employee shall supervise all aspects of the special event pertaining to the handling and storage of alcoholic beverages and the distribution of alcoholic beverages to consumers.
- (f) The licensee shall be responsible for compliance with all aspects of this chapter and state law, and liable for infractions thereof.

Sec. 3-54. – Complimentary Service License.

- (a) Businesses that derive zero percent of their gross revenue from the sale of alcoholic beverages may apply for a complimentary service license.
- (b) Holders of a complimentary service license may provide limited amounts of malt beverages or wine to patrons upon the licensed premises. The provision of complimentary distilled spirits is strictly prohibited.
- (c) Holders of a complimentary service license may not receive present or future consideration for the provision of an alcoholic beverage; alcoholic beverages may only be provided gratis.
- (d) Complimentary service of malt beverages to an individual shall be limited to no more than 24 fluid ounces in a 24-hour period.
- (e) Complimentary service of wine to an individual shall be limited to no more than 12 fluid ounces in a 24-hour period.
- (f) Only the licensee or an employee shall open and handle unpackaged malt beverages or wine.
- (g) No open containers shall be removed from the licensed premises.
- (h) Notwithstanding anything to the contrary herein, licensee and its employees shall not pour any alcoholic beverages from a keg, growler, box, or bottle. Complimentary service shall be limited to the opening of packaged malt beverages that do not exceed twelve (12) ounces and packaged wines that do not exceed six (6) ounces.

3-55. -Microbrewery License.

- (a) No individual shall be permitted to operate a microbrewery without first obtaining a proper license from the city in the manner provided in this chapter. Each holder of a microbrewery license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.
- (b) Subject to compliance with the terms and conditions of O.C.G.A. § 3-5-24.1, holders of a microbrewery license may sell up to six thousand (6,000) barrels of malt beverages in each calendar year to individuals who are on the brewer's licensed premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for

consumption off the premises shall not exceed a maximum of 288 ounces of malt beverage per consumer per day.

- (c) A brewer may sell malt beverages pursuant to subsection (b) of this section on all days and at all times that sales of malt beverages by retailers are lawful, including, but not limited to Sundays.
- (d) A brewer engaging in sales of malt beverages pursuant to subsection (b) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

3-56.- Microdistillery License.

- (a) No individual shall be permitted to operate a microdistillery without first obtaining a proper license from the city in the manner provided in this chapter. Each holder of a microdistillery license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.
- (b) Subject to compliance with the terms and conditions of O.C.G.A. § 3-4-24.2, holders of a microdistillery license may sell up to seven hundred fifty (750) barrels of distilled spirits per calendar year to individuals who are on such distiller's licensed premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 4,500 milliliters of distilled spirits per consumer per day.
- (c) A distiller may sell distilled spirits pursuant to subsection (b) of this section on all days and at all times that sales of distilled spirits by retailers and retail consumption dealers are lawful, including, but not limited to Sundays.
- (d) A distiller shall not sell any distilled spirits for consumption off the premises pursuant to subsection (b) of this section at a price less than the price at which a person licensed to sell distilled spirits by the package is permitted to sell distilled spirits pursuant to O.C.G.A § 3-4-26(b).
- (e) Any distiller engaging in sales of distilled spirits pursuant to subsection (b) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

Secs. 3-57 – 3-60 Reserved.

ARTICLE III. - REGULATION OF PACKAGE SALES

Sec. 3-61. - Business hours and days.

- (a) Retail Package Liquor Stores or other authorized retailers engaged in the sale of distilled spirits shall not engage in, and shall not cause any other person to engage in, the sale of such beverages except between the hours of 8:00 a.m. and 11:45 p.m. on weekdays and shall not permit their places of business to be opened for the sale of distilled spirits on Christmas Day. Business hours of wholesale dealers shall be during daylight hours only.
- (b) Retail Dealers in other alcoholic beverages shall not engage in, nor cause any other person to engage in, the sale of such beverages except between the hours of 8:00 a.m. and 11:45 p.m.

on weekdays and shall not engage in, nor cause any other person to engage in the sale of such beverages on Christmas Day.

- (c) Business hours of wholesale dealers in alcoholic beverages shall be during daylight hours only.
- (d) The sale of alcoholic beverages on election days is permitted within the city.
- (e) Retailers possessing a valid license from the city authorizing the package sale of malt beverages, wine, and/or distilled spirits shall be authorized to sell packages of malt beverages, wine, and/or distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 98-10, § 1, 4-20-98; Ord. No. 2011-06, § 2, 6-6-11)

Sec. 3-62. - Exterior advertisement of brand and price of distilled spirits prohibited.

No sign of any kind, painted or electric, advertising any brand or price of distilled spirits shall be permitted on the exterior, or in the window, of any licensed premises. No placard or sign of any kind which is visible from the exterior of the licensed premises shall make reference to the price of any distilled spirits sold therein; provided, however, that tags showing the prices of individual bottles or containers may be affixed to each such bottle or container or to the edge of the shelf whereon such bottles or containers are located.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-63. - Price lists or tags required.

- (a) Each licensee shall have conspicuously displayed within the interior of the licensed premises not less than four (4) copies of a printed price list of the alcoholic beverages offered for sale and one (1) printed copy of the penal sections of this chapter; provided, that a licensee, in lieu of having four (4) copies of a printed price list, may have the price placed on the bottles or on the bottom of the shelf where alcoholic beverages are exhibited for sale.
- (b) All licensees hereunder shall display in prominent places their current prices of alcoholic beverages.
- (c) The licensee shall file a copy of same with the investigating officer of the police department and shall furnish to any customer that so desires an itemized bill of charges which shall not exceed the price list furnished to the police department. Upon any increase or decrease of prices, a new list must be filed with the police department.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-64. - Lighted electric advertising signs on wine or malt beverage establishments.

No licensee operating premises wherein wine or malt beverages are sold shall operate lighted electrical signs or devices advertising such liquors except during the hours that such products are being offered for sale to the public.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-65. - Sanitary regulations, immoral conduct, etc.; inspection and report by fire department.

- (a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with the provisions and regulations governing the condition of premises used for the storage and sale of food for human consumption. It shall be unlawful to permit any disturbance of the peace, obscenity, or public indecency on the premises.
- (b) The fire department shall, upon request of the city clerk, inspect such premises and report its findings to the city clerk. All premises licensed hereunder shall conform at all time with all fire regulations of the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-66. - Physical requirements of applicant's premises.

- (a) No license shall be granted to a retailer under the provision of this chapter, unless the front entrance to the premises is clearly visible from a public street; provided, however, that this restriction shall not apply where the licensee is a hotel, motel, or private club, or has a location in a shopping center or multiple-story business building.
- (b) Where a building in which a retailer intends to operate under the provisions of this chapter is at the time of the application for such license not in existence or not yet completed, license may be issued for such location provided the plans for the proposed building show clearly a compliance with the other provisions of this chapter.
- (c) No sales shall be made from such establishment until it has been completed in accordance with said plans and is in conformity with all of the other provisions of this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-67. - Interior visibility required.

No screen, blind, curtain, partition, article or thing which shall prevent a clear view into the interior shall be permitted in the window or opening of any door of any retail alcoholic beverage store, and no booth, screen, partition or other obstruction shall be permitted within the interior of any such store. Each such retail store shall be so lighted that the interior of the store is visible day and night.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-68. - Operation of video games.

- (a) No retail package liquor store under this article shall allow, maintain or operate on the licensed premises more than three (3) video games. This provision does not include or pertain to musical machines or juke boxes.
- (b) Except as specified herein, the provisions of the Code of Ordinances regarding the regulation and licensing of coin-operated amusement machines shall apply and be of full force and effect.

Sec. 3-69. - Package sales of certain container.

- (a) Wine sold in containers of less than seven hundred fifty (750) milliliters shall only be sold in packages of at least four (4) containers.
- (b) Malt beverages sold in containers of less than sixteen (16) ounces shall only be sold in packages of at least four (4) containers.
- (c) The provisions of subsections (a) and (b) above shall not apply to (i) convenience stores licensed under the provisions of chapter 11, article XXIV of the Code of Ordinances or (ii) any other business entity that voluntarily complies with the provisions of chapter 11, article XXIV of the Code of Ordinances, and such compliance has been verified by the city. The chief building inspector is authorized to issue a certification to any business entity that has been inspected for voluntary compliance with chapter 11, article XXIV of the Code of Ordinances.

(Ord. No. 03-09, § 1, 3-3-03; Ord. No. 2012-05, § 4, 2-20-12; Ord. No. 2012-07, § 1, 4-2-12)

Sec. 3-70. - Convenience stores.

- (a) Convenience stores maintaining alcohol licenses pursuant to this chapter of the Code shall also be subject to the regulations contained in chapter 11, article XXIV, as if said provisions were fully incorporated herein.
- (b) Condoning of loitering prohibited. It shall be unlawful for the owner, manager and/or operator of a convenience store licensed to sell alcohol under this chapter to allow any person to loiter on or about the licensed premises as prohibited by chapter 12, article I, section 12-16 of the Code, without taking prompt action to cause for such loiterer to be removed from the premises. The unlawful loitering of a person at a convenience store for a period of more than thirty (30) minutes shall constitute prima facie evidence that the owner, manager and/or operator of the establishment is unlawfully condoning such prohibited conduct.
- (c) Prominent display of loitering prohibition. Convenience stores maintaining alcohol licenses pursuant to this chapter shall cause for the following language to be prominently displayed, in no less than forty-eight-inch font, in a manner which is visible to the general public on the exterior and interior of the licensed establishment:

Loitering Prohibited:

This establishment is required to prohibit loitering, pursuant to Chapter 3, Article III, Sec. 3-70, of the College Park Code of Ordinances.

- (d) Penalties. In addition to other penalties and sanctions authorized by state law and the Code, the violation of this section by owners, managers and/or operators of convenience stores shall subject the convenience store to termination, revocation and/or suspension of its license to sell alcoholic beverages.

(Ord. No. 2011-12, § 2, 9-19-11; Ord. No. 2016-30, § 1, 11-7-16)

Sec. 3-71. – Growlers.

- (a) Licensees or employees of a licensed brewpub or craft beer shop may fill or refill properly sanitized growlers with draft craft beer or hard cider from a keg at the licensed premises as provided in this chapter.
- (b) Growlers shall not have a capacity exceeding 64 ounces.
- (c) Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler.
- (d) The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter, provided that after the growler is filled, the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises.

Secs. 3-72—3-80. - Reserved.

ARTICLE IV. - REGULATION OF SALES BY THE DRINK

Sec. 3-81. - Prohibited hours of operation.

No license holder shall sell, give away, or otherwise dispense alcoholic beverages by the drink between the hours of 2:00 a.m. and 11:00 a.m. Sunday, 12:00 a.m. and 7:00 a.m. on Monday, or 2:00 a.m. and 7:00 a.m. on other days.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 98-10, § 2, 4-20-98; Ord. No. 99-08, § 2, 6-14-99; Ord. No. 2018-05, § 5, 8-6-18, election of 11-6-18)

Sec. 3-82. - Service to be by employees only.

Alcoholic beverages by the drink shall be served by employees of the establishment only.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-83. - Standards to determine sleeping or seating capacity; inspections; compliance with fire requirements.

Where a minimum sleeping or seating capacity is prescribed in this chapter, the same shall be judged by existing ordinances of the county or state regulations or by reasonable standards. The fire department, shall, upon request of the city clerk, inspect such premises and report its findings to the city clerk. All premises licensed hereunder shall conform at all times to all fire regulations of the city, county and state.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-84. - Sales outdoors at the licensed premises- Special Events.

- (a) It shall be unlawful for any sale to be made outside of the enclosed building, premises or place of business licensed for such sale except as otherwise permitted in this chapter.
- (b) The Mayor and City Council may authorize special events no more than fifteen (15) times per year per licensee during which the use of contiguous structures, such as tents, may be utilized by a licensee in the conduct of his business. All such special events shall be limited to seventy-two (72) hours in duration. Activities in contiguous structures shall cease no later than 10:30 p.m. of each day. Use of contiguous structures shall be permitted only where a sufficient number of parking spaces to meet the zoning ordinance remain after erection of the structure.
- (c) The Mayor and City Council, in granting a special event permit, may attach conditions to the permit to protect the appropriate use of neighboring properties.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-85. - Alcoholic beverage caterers.

- (a) For the purpose of this section the following definitions shall apply:
 - (1) *Food caterer* means any person who, for consideration, prepares food for consumption off the premises.
 - (2) *Licensed alcoholic beverage caterer* means any person licensed for the sale of alcoholic beverages by the state and who possesses a license by a local government in the state authorizing such person to sell or dispense alcoholic beverages by the drink off licensed premises and in connection with an authorized catered function.
 - (3) *Authorized catered function* means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration, and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this section.
- (b) Licenses may be obtained for the purpose of selling or dispensing alcoholic beverages by the drink on premises at which authorized catered functions are to be held. Such licenses shall be annual licenses and may be obtained only by those persons, firms or corporations already licensed by the city for the sale of alcoholic beverages at retail or by the drink. The procedures for securing such licenses and the terms thereof, including license fees, shall be as provided in Article II of this chapter.
- (c) Before a licensed alcoholic beverage caterer may sell or dispense alcoholic beverages at any authorized catered function, such caterer shall obtain a permit. The application for permit shall include the name of the alcoholic beverage caterer, the caterer's license number, and the date, address and time of the event. No permit fee shall be charged for the alcoholic beverage caterers licensed by the city. For caterers licensed by jurisdictions other than College Park, a fee of fifty dollars (\$50.00) per event permit shall be charged. No permit shall be issued to any person under this section who does not hold an alcoholic beverage caterer's license from a local jurisdiction in the State of Georgia. The permit shall be kept in the vehicle used to transport alcoholic beverage to the event at all times during which the permit is in effect.

- (d) Caterers licensed by a jurisdiction other than College Park shall maintain a record of all alcoholic beverages transported into the city for the event, and shall pay an excise tax to the city covering all such beverages at the rates provided by Article V of this chapter. Failure to report and remit the tax within seven (7) days of the conclusion of the event shall be grounds for denial of subsequent permits to that caterer for similar events.
- (e) Caterers licensed by College Park shall maintain a record of all alcoholic beverages transported for each event, by event, and shall make report and remittance of such taxes with their regular monthly reports to the city.
- (f) No alcoholic beverages shall be transported, distributed or sold to other than licensed locations in the city, except to authorized catered functions, unless otherwise authorized by this chapter or by state law.
- (g) The hours and days of sale or distribution of alcoholic beverages under this section shall be the same as provided for sale by the drink.
- (h) No licensed alcoholic beverage caterer shall employ any person under eighteen (18) years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.
- (i) As a condition of permit issuance, alcoholic beverage caterers licensed by jurisdictions other than College Park shall be provided a copy of the city's alcoholic beverages ordinances, and shall indicate, by signature, that they have received such ordinances and acknowledge the applicability of such ordinances to their operations.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, § 5, 5-17-10)

Sec. 3-86. - Hotel in-room service.

Licenses obtained by hotels shall include the right to serve alcoholic beverages by the drink to registered guests in their hotel rooms as well as to deliver alcoholic beverages in unbroken and/or unopened packages to registered guests' rooms when such beverages have been ordered by such guests and/or to provide a cabinet or other facility in a hotel guest's room which contains alcoholic beverages for which licensed, and which is provided upon written request of the guest, and which is accessible by lock and key only to the guest, and for which the sale of the alcoholic beverages contained therein is final at the time requested, except for a credit which may be given to the guest for any unused and unopened portion. Additionally, a hotel shall be entitled to sell alcoholic beverages by the drink to registered guests in unbroken and/or unopened packages at the hotel's front desk, gift shop or similar sundry goods shop. All alcoholic beverages sold or distributed under this section shall be obtained by the hotel directly from a licensed wholesaler or distributor and shall be stored on the premises of the hotel until sold or served.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2011-18, § 2, 8-1-11)

Sec. 3-87. - Maintenance of premises; improper conduct; nudity.

- (a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with provisions and regulations of the city, county and state governing the conditions of premises used for the storage and sale of food for human consumption.

- (b) For purposes of this section:
- (1) *Alcoholic beverage establishment* shall mean any eating establishment or lounge holding a license under this chapter for the sale of alcoholic beverages for consumption on the premises.
 - (2) *Substantially nude* shall mean dressed or undressed in a manner so as to plainly expose to view any portion of a male's or female's pubic hair, anus, cleft of the buttocks, vulva, or genitals, or any portion of the female breasts below the top of the areola.
- (c) (1) No person shall appear substantially nude in any alcoholic beverage establishment or in advertisements for events held at an alcoholic beverage establishment, and no owner or manager of an alcoholic beverage establishment shall permit any person to appear substantially nude on the licensed premises.
- (2) No owner or manager of an alcoholic beverage establishment shall permit any person to perform acts of, or acts which constitute or simulate:
- a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, or any sexual acts which are prohibited by law.
 - b. The touching, caressing or fondling of the breast, buttocks, anus or genitals; provided that random acts of patrons or employees, whose actions do not constitute actions taken pursuant to encouragement or acquiescence of the management of the establishment and are not for the purposes of entertainment, promotion, publicity, or notoriety shall not constitute violations of this section.
- (d) The restrictions of subsection (c) shall apply only to persons physically present on the licensed premises, and shall apply regardless of whether such persons are categorized as owners, agents, employees, patrons, independent contractors or otherwise.
- (e) In addition to prosecution of any person for violation of this section, the business license of any premises upon which a violation of this section occurs shall be subject to suspension or revocation. Any such revocation or suspension action shall follow the procedures outlined in section 3-46 of the City Code of Ordinances. Any conviction or plea of guilty or nolo contendere in the city court to a charge of violation of this section shall be admissible in a license suspension or revocation proceeding.
- (f) Should any provision of this section be found to be unconstitutional or otherwise illegal and unenforceable, it is the intent and desire of the Mayor and City Council that such portion be stricken from this Code and that the remaining portions remain in full force and effect and enforceable as otherwise allowed by law.

(Ord. No. 93-5, § 1, 4-19-93)

Secs. 3-88—3-100. - Reserved.

ARTICLE V. - EXCISE TAXES

Sec. 3-101. - Excise tax on distilled spirits sales.

There is hereby imposed and levied an excise tax upon the wholesale or retail package sale of distilled spirits. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter, and a proportionate tax at the same rate on all fractional parts of a liter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 4, 11-5-01)

Sec. 3-102. - Levy on wine sales.

There is hereby imposed and levied an excise tax upon the first sale or use of wine by the package. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter, and a proportionate tax at the same rate on all fractional parts of a liter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 5, 11-5-01)

Sec. 3-103. - Levy on malt beverage sales.

There is hereby imposed and levied upon wholesale dealers engaged in the city in the business of selling malt beverages an excise tax on malt beverages to be based, computed and collected as follows:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of six dollars (\$6.00) on each container sold containing not more than fifteen and one-half (15½) gallons and a proportionate tax at the same rate on all fractional parts of fifteen and one-half (15½) gallons.
- (2) Where malt beverages are sold in bottles, cans, or other containers, except barrel or bulk containers, a tax of five cents (\$0.05) per twelve (12) ounces and a proportionate tax at the same rate on all fractional parts of twelve (12) ounces.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-104. - Dealers required to collect; monthly reports.

Wholesale dealers in alcoholic beverages are hereby required to remit the taxes imposed in sections 3-101 through 3-103. Wholesale dealers and distributors of said products shall make reports to the city clerk on or before the tenth day of the month next succeeding the calendar month of the total gallons of such products sold or distributed within the city limits during the previous month, and shall accompany the report with payment of the tax due at the above rate based upon the quantities of such product so sold the previous month. Each monthly report shall be accompanied by a sworn statement that the report is a true and correct report of all sales and shipments made within the city. Reports shall include all sales to any retail dealer in the city and street addresses of said retail dealers, whether delivered to the retail dealer's place of business in the city or elsewhere for resale in the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-105. - Sales by the drink—Levy of tax.

There is hereby imposed and levied upon every sale of an alcoholic beverage purchased by the drink in the city a tax in the amount of three (3) percent of the purchase price of said beverage.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-106. - Same—Itemized billing by licensee; liability for payment.

Every licensee licensed for the sale of alcoholic beverages by the drink operating a place of business in the city, shall, at the time of collecting for food and drinks served, give to the purchaser a receipt on which the price of alcoholic beverages served shall be itemized separately. Where the charges for food and drink are satisfied by credit or deferred payment, the payment of the tax to the licensee may be deferred in a like manner; however, the licensee shall be liable therefor at the time and to the extent that such credits are incurred.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-107. - Same—Collection; information to city.

Every licensee or licensee's agent is hereby authorized and directed to collect the tax herein imposed from purchasers of alcoholic beverages by the drink sold under the license. Such licensee or agent shall furnish such information as may be requested by the city to facilitate the collection of this tax.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-108. - Same—Payment; collection fee.

- (a) *Due date.* All taxes collected by any licensee or agent hereunder shall be due and payable to the city monthly on or before the twentieth day of every month next succeeding each respective monthly period, as set forth herein. Returns postmarked on or before said due date shall be accepted as paid on time.
- (b) *Return; time of filing, persons required to file, execution.* On or before the twentieth day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city clerk in such form as the city may prescribe by every licensee or agent liable for the payment of tax hereunder.
- (c) *Contents of return.* All returns shall show the gross receipts from the sale of alcoholic beverages by the drink, amount of tax collected or authorized due for the related period, and such other information as may be required by the city.
- (d) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due to the city clerk, City Hall, 3667 Main Street, College Park, Georgia 30337.
- (e) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if said amount is not delinquent at the time of payment. In the event that any operator collecting the tax is delinquent for any period of

time, such operator shall not be entitled to the collection fee authorized under this section. The rate of the deduction shall be the same rate authorized for deductions from state tax under Chapter 8 of Title 48, O.C.G.A., as amended.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, §§ 6, 7, 5-17-10)

Sec. 3-109. - Same—Deficiency determinations.

- (a) *Recomputation; authority to make, basis.* If the city clerk is not satisfied with any return of the tax or the amount of the tax required to be paid to the city by any person, the clerk may compute and determine the amount required to be paid upon the basis of any information within the clerk's possession or that may come into such clerk's possession. One (1) or more than one (1) deficiency determination may be made of the amount due for one (1) or more than one (1) monthly period.
- (b) *Interest on deficiency.* The amount of the determination, exclusive of penalties, shall bear interest at the rate set forth in O.C.G.A. § 48-2-40, from the twentieth day after the close of the monthly period for which the amount or any portion thereof should have been returned, until the date of payment.
- (c) *Offsetting of overpayments.* In making a determination the city clerk may offset overpayments for a period or periods, against underpayments for another period or periods, against penalties, and against the interest on underpayments. The interest on underpayments shall be computed in the manner set forth in section 3-110(c).
- (d) *Penalty for negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, a penalty of fifteen (15) per cent of the amount of such deficiency shall be added thereto.
- (e) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination is made due to fraud or an intent to evade any provision of this article or other authorized rules and regulations, a penalty of twenty-five (25) per cent of the deficiency shall be added thereto.
- (f) *Notice of city clerk's determination; service of.* The city clerk, or the clerk's designated representative, shall give to the licensee written notice of the clerk's determination. The notice may be served personally or by mail; if by mail such service shall be addressed to the licensee at licensee's address as it appears in the records of the city clerk. In the case of service by mail of any notice required by this article, the service is complete at the time of deposit in the United States post office.
- (g) *Time within such notice of deficiency determination to be mailed.* Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-110. - Same—Determination if no return made.

- (a) *Estimate of gross receipts.* If any licensee fails to make a return, the city clerk shall make an estimate of the amount of the gross receipts of the licensee, or as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk. Upon the basis of this estimate, the city clerk shall compute and determine the amount required to be paid to the city, adding to the sum thus determined a penalty equal to fifteen (15) percent thereof. One (1) or more determinations may be made for one (1) or for more than one (1) period.
- (b) *Manner of computation; offsets; interest.* In making a determination, the city clerk may offset overpayments for a period or periods, against penalties and the interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) hereof.
- (c) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at the rate set forth in O.C.G.A. § 48-2-40, from the twentieth day of the month following the monthly period, for which the amount or portion thereof should have been returned, until the date of payment.
- (d) *Payment for fraud or intent to evade.* If the failure of any person to file a return is due to fraud or an intent to evade this article or rules and regulations, a penalty of twenty-five (25) percent of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the fifteen (15) percent penalty provided in section 3-111.
- (e) *Giving of notice; manner of service.* Promptly after making the determination, the city clerk shall give the person written notice to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-111. - Same—Penalties and interest for failure to pay tax.

- (a) Any person who fails to pay the tax herein imposed to the city, within the time required, shall pay a penalty of fifteen (15) percent of the tax, in addition to the tax, plus interest on the unpaid tax or any portion thereof as set forth in subsection 3-110(c).
- (b) Upon payment of any delinquent taxes, the payment shall first be applied to the penalty and any interest due. The remainder of any payment shall then be applied to the tax.
- (c) Any person who fails to pay the tax herein imposed by the city and who remains delinquent in such payment for a period in excess of ninety (90) days shall be cited for violating the provisions of this chapter, and such nonpayment of taxes shall be reported to the state.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, § 8, 5-17-10)

Sec. 3-112. - Same—Collection of delinquent tax by city; duty of assignees to withhold taxes; liability; offsetting erroneous collections.

- (a) *Action for tax; time for.* At any time within three (3) years after any tax becomes due and payable, and at any time within three (3) years after the delinquency of any tax, the city may bring an action in the courts of this state, or any other state, or of the United States, to collect the amount delinquent, together with penalties and interest, court fees, filing fees, attorneys' fees, and other legal fees incident thereto.
- (b) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any licensee liable for any amount under this article sells out such business or quits the business, such licensee's successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the city clerk showing that such licensee has paid the tax, or a certificate stating that no amount is due.
- (c) *Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability.* If the purchaser of a business fails to withhold the necessary amount from the purchase price as heretofore required, such purchaser becomes personally liable for the payment of the amount required to be withheld to the extent of the purchase price, valued in money. Within thirty (30) days after receiving a written request from the purchaser for a certificate, the city clerk shall either issue the certificate or mail notice to the purchaser at the purchaser's address as it appears on the records of the city of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall begin at the time the licensee sells the business or at the time that the determination against the licensee becomes final, whichever event occurs the later.
- (d) *Tax credit, penalty or interest paid more than once, or illegally collected.* Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city under this article, it may be offset as provided in section 3-109. If the licensee determines that such licensee has overpaid or paid more than once, which fact has not been determined by the city clerk, such licensee will have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved by the city, the excess amount paid to the city may be credited on any amounts then due and payable from the licensee by whom it was paid, or such licensee's administrators or executors.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-113. - Same—Administration; enforcement; rules; records; confidentiality of reports.

- (a) *Authority of city clerk.* The city clerk shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.
- (b) *Rules and regulations.* The city clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of this state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes hereunder.
- (c) *Records required from licensee; form.* Every licensee for the sale of alcoholic beverages by the drink in the city shall keep such records, receipts, invoices and other pertinent papers in such form as the city clerk may require.

- (d) *Examination of records; audits.* The city clerk or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid. The city clerk or any person authorized in writing by the city may also examine such records to ascertain or determine whether such licensee remains eligible for such license based on an annual percentage of gross food and/or alcoholic beverage sales or other applicable revenue producing sales. In the event an audit reveals that a licensee is no longer eligible to the license under which it had been authorized to operate and sales substantially deviate from the required percentage of annual sales under this chapter, the evidence and conclusions contained in the audit shall constitute due cause for the suspension, revocation, or denial of the licensee's license to sell alcoholic beverages.
- (e) *Authority to require reports; contents.* In the administration of the provisions of this article, the city clerk may require the filing of reports by any person or class of persons having in any of such persons' possession or custody, information relating to sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the city clerk and shall set forth the price charged for each sale, the dates of sales, and such other information as the city clerk may require.
- (f) *Disclosure of business of operators, etc.; limitation on rule.* The city clerk, or any person having an administrative duty under this article, shall not make known in any manner the business affairs, operations or information obtained by an audit of books, papers, records, financial reports, equipment or other facilities of any licensee or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person not having such administrative duty under this article, except in the case of judicial proceeding or other proceedings necessary to collect the tax hereby levied and assessed. Successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, upon satisfactory proof of interest, may be given information as to the items included in the measure and amounts of unpaid tax, interest and penalties.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-114. - Additional to other taxes.

Excise taxes imposed by this article shall be in addition to any other taxes on licenses now imposed against such dealers.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-115. - Failure to make reports or collect taxes.

If any manufacturer or holder of a license fails or refuses to make reports required in this chapter and to collect and transmit taxes to the city, the city shall notify that party in writing, and

if the report is not made within five (5) days after the date of the notice, or the taxes not remitted, the city may withdraw from the wholesale dealer or license holder, the privilege of doing business in the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-116. - Reserved.

Sec. 3-117. - Sale of distilled spirits at a private club.

There is hereby imposed and levied an excise tax upon the sale of distilled spirits by private clubs. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter.

(Ord. No. 2001-37, § 7, 11-5-01)

Sec. 3-118. - Sale of mixed drinks at a private club.

There is hereby imposed and levied an excise tax upon the sale of mixed drinks by private clubs. The amount of such excise tax shall be three (3) percent of the sale price.

(Ord. No. 2001-37, § 8, 11-5-01)

Chapter 3 - ALCOHOLIC BEVERAGES

ARTICLE I. - IN GENERAL

Sec. 3-1. - Definitions.

As used in this chapter, the following terms shall have the respective meanings ascribed to them:

- (1) *Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.
- (2) *Alcoholic beverage* means and includes all alcohol, distilled spirits, beer, malt beverage, wine, or fortified wine.
- (3) *Ancillary Retailer* means - a for-profit commercial business or non-profit organization located within the City, including but not limited to a cigar bar, dog park, art gallery, museum, or theater, located within the Downtown Commercial District, Hospitality Campus District, Transit Oriented Development District, or Planned Development District that is licensed under this chapter to sell alcoholic beverages for consumption on its premises. Ancillary commercial retailer shall not mean any business that derives more than twenty (20) percent of its total annual gross revenues from the sale of alcoholic beverages.
- (4) *Brewer* means a manufacturer of malt beverages.
- (5) *Brewpub* means any eating establishment, as defined herein, in which malt beverages are manufactured, subject to the barrel limitation in O.C.G.A. § 3-5-36.
- (6) *Complimentary Service* means the gratis provision of malt beverages or wine served in connection with a service provided by a business, such as a salon, barbershop, or spa, to patrons for consumption on the premises pursuant to a complimentary service license issued under this chapter.
- (7) *Craft Beer* means a malt beverage produced at a brewery whose annual production is six million (6,000,000) barrels of beer or less (approximately three (3) percent of U.S. annual sales). Craft beer production is attributed to the rules of alternating proprietorships and the total beverage alcohol volume and flavor is derived from traditional or innovative brewing ingredients and their fermentation.
- (8) *Craft Beer and Wine Market* means a retail establishment which derives at least 70% of its total annual gross sales from the sale of craft beers, hard cider, and/or wine.
- (9) *Distilled spirits* means any alcoholic beverage obtained by distillation or containing more than twenty-four (24) ~~per cent~~percent alcohol by volume, including, but not limited to, all fortified wines.
- (10) *Distiller* means a manufacturer of distilled spirits.
- (11) *Eating Establishment* means an establishment open to the public, with no cover charge or fee for entry, which is licensed to sell distilled spirits, malt beverages, and/or wines for consumption on the premises and which derives at least 50% of its total annual gross food

and beverage sales from the sale of prepared meals or food as its principal business purpose. In order to be licensed for consumption of alcoholic beverages on the premises under this chapter, eating establishments are expected to keep and maintain regular days and hours of operation, at least four (4) days per week, as a convenience to the public, other than holidays, vacations, and periods when closed for repairs or remodeling. When determining the total annual gross food and beverage sales for eating establishments operating as a brewpub, barrels of malt beverages sold to licensed wholesale dealers, or packaged in bottles or growlers sold to the public for consumption off the premises, shall not be used. An eating establishment shall not mean a business that requires a cover charge or fee to gain entry into the premises; provided, however, eating establishments may hold a maximum of six (6) ticketed events, as defined herein, annually.

- (12) *Family* includes any person related to the holder of a license within the first degree of consanguinity or affinity as computed according to civil law.
- (13) *Farm winery* means a winery which makes at least forty (40) percent of its annual production from agricultural produce grown in the state where the winery is located and:
- (a) —Is located on premises, a substantial portion of which is used for agricultural purposes, including the cultivation of grapes, berries, or fruits to be utilized in the manufacture or production of wine by the winery; or
 - (b) —Is owned and operated by persons who are engaged in the production of a substantial portion of the agricultural produce used in its annual production.
 - (c) To the extent that the definition of "farm winery" in this subsection differs from the definition provided in O.C.G.A. § 3-6-21.1, the definition in O.C.G.A. § 3-6-21.1 controls.
- (14) *Farm winery tasting room* means an outlet for the promotion of a farm winery's wine by providing samples of such wine to the public and for the sale of such wine at retail for consumption on the premises and for sale in closed packages for consumption off the premises. Samples of wine can be given free of charge or for a fee. To the extent that the definition of "farm winery tasting room" in this subsection differs from the definition provided in O.C.G.A. § 3-6-21.1, the definition in O.C.G.A. § 3-6-21.1 controls.
- (15) *Food* means all edible substances appropriate for human consumption as determined by the health department inspecting the city's eating establishments, which is sold or provided to the public by a licensee. Food shall not be construed to mean: olives, cherries, limes, lemons, salt, pepper, pineapples, celery, tomato juice, or any other fruit, vegetable or dairy product such as ice cream, cream, yogurt, milk or soft drinks, water, tonic water, other non-alcoholic carbonated or non-carbonated beverages when such items are used in alcoholic beverages or mixed drinks as an essential part of the beverage, mixed drink, or as a garnish thereon.
- (16) *Growler* means a bottle, container or vessel, with a capacity not exceeding 64 ounces that is designed for and especially intended to be filled with a craft beer or hard cider from a keg by a licensee or employee of a licensed brewpub or craft beer and wine market for off-premises consumption pursuant to this chapter. A refilled growler that has been properly sealed shall be considered an "unbroken package" for purposes of this chapter.

- (17) *Hard cider* means an alcoholic beverage obtained by the fermentation of the juice of fruit, including, but not limited to, flavored or carbonated cider. For the purposes of this chapter, hard cider shall be deemed a malt beverage; provided, that it shall not contain more than seven (7) percent alcohol by volume.
- (18) *Hotel* means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential. To meet the definition of "hotel" under this chapter the facility must have fifty (50) or more rooms used for sleeping accommodations of such guests and one (1) or more public dining rooms, with an adequate and sanitary kitchen and a seating capacity of at least sixty (60) persons, where meals are regularly served to such guests. All sleeping accommodations and dining rooms must be conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out herein for hotels shall be classified in the same category as hotels. Hotels shall have the privilege of granting franchises for the operation of a lounge or eating establishment in their premises, and the holder of such franchise shall be eligible for a license under the "hotel" classification.
- (19) *Interest in license* exists if the person involved is the outright owner of the license, a co-holder of the license, a partner in a partnership which holds all or any part of a license, a stockholder in any corporation organized for pecuniary gain which holds all or any part of a license, an owner, lessee, sublessee or stockholder in any corporation organized for pecuniary gain owning or leasing any real estate which is occupied by an alcoholic beverage establishment or shares in any of the income or corpus of any trust fund or estate having any interest in an alcoholic beverage establishment. Provided, however, a stockholder shall not be deemed to have an interest in an alcoholic beverage establishment where such stockholder owns stock in a motel or hotel having two hundred (200) or more rooms with an alcoholic beverage establishment located on the premises of such motel or hotel and owned by such motel or hotel. And provided, further, that a stockholder holding no more than five (5) ~~per cent~~percent stock in a publicly held corporation shall not be considered to hold an interest in an alcoholic beverage license.
- (20) *Licensee* means the licensee for all businesses shall be at least 21 years of age, and one of the following individuals:
- (a) The operator of the business, if that business is operated by an individual; or
 - (b) A partner of the partnership that operates the business, or an officer duly appointed by said partnership; or
 - (c) An officer of the corporation which operates the business; or
 - (d) Any individual named as a license representative of the business in accordance with this chapter.
- (21) *License representative* means if a license representative is required, such license representative shall be a resident of Fulton, Clayton, Henry, Fayette, Walton, Douglas, Cobb, Paulding, Newton, Cherokee, Gwinnett, Forsyth, DeKalb, Rockdale, Bartow,

Carroll, or Pickens counties and a manager of the business who is on the premises on a regular basis.

- (22) *Lounge* means a separate room connected with, a part of, and adjacent to, an eating establishment or room located in a hotel as defined herein with all booths, stools, and tables being open and unobstructed to the view of any other customers in such lounge, or the manager thereof.
- (23) *Malt beverage* means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen (14) percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.
- (24) *Manufacturer* means any maker, producer, or bottler of an alcoholic beverage. The term also means:
- (a) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; provided, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits;
 - (b) In the case of malt beverages, any brewer; and
 - (c) In the case of wine, any vintner.
- (25) *Metropolitan Atlanta area* includes only the counties of Fulton, Clayton, Henry, Fayette, Walton, Douglas, Cobb, Paulding, Newton, Cherokee, Gwinnett, Forsyth, DeKalb, Rockdale, Bartow, Carroll, and Pickens.
- (26) *Microbrewery* means an establishment in which not more than 10,000 barrels of beer or malt beverages are manufactured or brewed on the licensed premises in a calendar year and in which such manufactured or brewed beer or malt beverages may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-5-24.1. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-5-1.
- (27) *Microdistillery* means an establishment in which not more than 10,000 barrels of distilled spirits are manufactured on the licensed premises in a calendar year and in which such manufactured distilled spirits may be sold for consumption on the premises and consumption off premises, subject to the limitations prescribed in O.C.G.A. § 3-4-24.2. As used in this definition, the term "barrel" shall be defined as set forth in O.C.G.A. § 3-4-1.
- (28) *New license* means a license under this chapter for which application is made either:
- (a) For a premises regarding which no such license was issued the prior year; or
 - (b) By a person or entity to whom no license was issued the prior year for the premises that is the subject of the license application.
- (29) *Package* means a bottle, can, keg, barrel, growler or other original consumer container.

- (30) *Person* means any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit.
- (31) *Place of Worship* means a building, which is controlled by a religious organization or association and primarily utilized for religious services, ceremonies, or instruction.
- (32) *Private athletic club* means any club which is organized and operated exclusively as a recreational athletic facility and which is not generally open to the public, but restricted to the registered members of the club and the guests of members thereof, which athletic club has adopted rules and regulations for its membership. It shall not include any such athletic club which derives less than ninety-five (95) ~~per cent~~percent of its gross monthly revenues from membership fees, fees for use of the athletic facilities and the sale of athletic and recreational equipment, pro shop inventory and goods on the premises, or which derives more than five (5) ~~per cent~~percent of its gross monthly revenues from the sale of alcoholic beverages. All distance requirements as set forth in section 3-27(b) shall apply. A private athletic club organized or operated primarily for the selling or serving of alcoholic beverages by the drink shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all.
- (33) *Private club* means a corporation or association organized and existing under the laws of the state, actively in operation within the city at least eight (8) years prior to the application for a license hereunder, having at least two hundred (200) members regularly paying dues, for at least five (5) years prior to application for license, organized and operated exclusively for pleasure, recreation and other nonprofitable purposes, no part of the net earnings of which inures to the benefit of any shareholder or member, and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of servants and employees for cooking, preparing and serving meals for its members and guests; provided that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of distilled spirits, wines, champagnes or malt beverages beyond the amount of such salary as may be fixed by its members at an annual meeting, or by its governing body, out of the general revenue of the club. For the purpose of this subsection, tips which are added to the bills under club regulations shall not be considered as profits hereunder. A private club shall not include any entity, which derives 40 % or more of its total annual gross revenue from the sale of alcoholic beverages. Such entities shall not be licensed under this chapter, nor permitted to sell or serve such beverages at all. All distance requirements as set forth in section 3-27(b) shall apply.
- (34) *Private residence* means a house, dwelling or structure wherein not less than one (1), nor more than two (2) families reside and shall not include a mobile home court, an apartment house having facilities for housing more than two (2) families, nor a boarding or rooming house where there are five (5) or more boarders or roomers. Any building occupied as a residence located within an area zoned for business shall not be construed as a private residence.
- (35) *Retail dealer* means, except as to distilled spirits, any person who sells alcoholic beverages in unbroken packages at retail only to consumers for consumption at some

location other than the licensed premises; retail sales are not for resale; examples of retail dealers include, but are not limited to, grocery and convenience stores.

- (36) *Retail package liquor store* means a retail business establishment owned by an individual, partnership, corporation, association or other business entity:
- (a) Primarily engaged in the retail sale of distilled spirits, malt beverages, and wine in unbroken packages, not for consumption on the premises, except as otherwise authorized herein; and
 - (b) Which derives from such retail sale of alcoholic beverages in unbroken packages at least 75 percent of its total annual gross sales from the sale of a combination of distilled spirits, malt beverages, and wine.
- (37) *Sales by the drink* means any person who sells alcoholic beverages for consumption on the premises at retail only to consumers and not for resale.
- (38) *Ticketed Event*. An event held at a licensed premises that requires patrons to purchase a ticket to gain entry to the licensed premises.
- (39) *Wholesaler* or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.
- (40) *Wine* means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in the section.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2000-10, § 1, 4-3-00; Ord. No. 2001-42, § 1, 12-17-01; Ord. No. 04-38, § 1, 12-6-04; Ord. No. 2004-39, § 1, 12-20-04; Ord. No. 05-05, § 1, 3-21-05; Ord. No. 2016-28, § 1, 9-19-16; Ord. No. 2017-03, § 1, 2-6-17)

Sec. 3-1.1 – Terms not expressly defined.

Except where the context clearly indicates a different meaning, any term in this chapter not expressly defined herein shall have the same meaning as when used in a comparable provision of the "Georgia Alcoholic Beverage Code," O.C.G.A. §§ 3-1-1 *et seq.*

Sec. 3-2. - Purpose of chapter.

This chapter has been enacted in accordance with a plan designed for the purposes, among others, of promoting the health and general welfare of the community, to establish reasonable standards for the regulation and control of the licensing and sales of alcoholic beverages, to protect and preserve schools and places of worship, to give effect to existing land use and to preserve certain residential areas, with reasonable considerations, among others, to the character of the areas and their peculiar suitability for particular uses, the congestion in the roads and streets, and with a

general view of promoting desirable living conditions and sustaining stability of neighborhood and property values.

The business of manufacturing, distributing, selling, handling or otherwise dealing in or processing alcoholic beverages are privileges and not rights pursuant to O.C.G.A. § 3-3-1, and such privileges shall not be exercised within the city limits without full compliance with all applicable licensing, regulatory, and revenue requirements of local, state and federal rules, regulations, and laws, including this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-3. - Drinking in public or in public facilities.

- (a) (1) —It shall be unlawful for any person to publicly drink, or publicly offer to any other persons within the city, an alcoholic beverage, or to drink or offer such beverage to any other person on any publicly owned property, or on any property open to the general public or open to members of the public by payment of admission charge, dues or other fees, unless such property is licensed for the sale of alcoholic beverages or covered by a catering permit, provided that this section shall not prohibit the drinking of such beverages by people legally entitled to drink the same privately in their homes with their guests or privately within their own place of business.
- (2) —This section shall not prohibit the sale of alcoholic beverages at the Georgia International Convention Center and Gateway Arena, which sales shall be allowed subject to all requirements of this chapter.
- (3) —This section shall not prohibit the sale of alcoholic beverages at the Gordon Morris Memorial Golf Course. Such sales shall be allowed subject to the following conditions:
- ~~a~~i. Adherence to all requirements of this chapter;
 - ~~b~~.—~~ii~~. Food items must be available for purchase; and
 - ~~e~~.—~~iii~~. All alcoholic beverages shall be consumed inside the clubhouse of the Gordon Morris Memorial Golf Course; provided, however, that the consumption of malt beverages on the golf course shall be permitted but only if such beverages are purchased on the golf course from a vendor approved by the city.
- (4) —This section shall not prohibit the sale or consumption of alcoholic beverages at special events approved by the city held at city-owned or leased properties, subject to the following conditions:
- ~~a~~i. Adherence to all requirements of this chapter;
 - ~~b~~ii. All alcoholic beverages shall be consumed indoors or upon the grounds of the city-owned or leased property.
- (b) —It shall not be unlawful for a person to consume alcoholic beverages on an outdoor patio of an eating establishment or parklet so long as such consumption otherwise complies with the local and state regulations governing the license or licenses held by the eating establishment. Alcohol consumption on a parklet is limited to alcoholic beverages legally sold and purchased at ~~an~~ eating establishment authorized to use the parklet.

- (1) For the purposes of this subsection, the term "*outdoor patio*" shall mean an outdoor area surrounded by fencing, not located on public property, not to exceed the square feet in the main building, and sharing a common boundary with a portion of at least one (1) wall of the eating establishment.
- (2) For the purposes of this subsection, the term "*parklet*" shall mean a city-owned public seating platform or area converted from a curbside parking space or sidewalk.

(Ord. No. 93-5, § 1, 4-19-93; 2001-42, § 2, 12-17-01; Ord. No. 04-08; Ord. No. 04-08, § 1, 4-19-04; Ord. No. 2004-09, § 1, 4-19-04; Ord. No. 2008-09, § 1, 7-21-08; Ord. No. 2013-02, § 7, 2-4-13; Ord. No. 2020-14, § 1, 10-5-20)

Sec. 3-4. - Drinking in public or in public facilities.

It shall be unlawful for any person to carry alcoholic beverages of any name or description into any building owned by the city or upon any recreational area owned by the city; provided that this section shall not apply to:

- (1) —Lawful sales of alcoholic beverages at the Georgia International Convention Center and Gateway Arena as contemplated by section 3-3.
- (2) —Lawful sales of alcoholic beverages at the Gordon Morris Memorial Golf Course as contemplated by section 3-3.
- (3) —Lawful sale or consumption of alcoholic beverages at city owned or leased properties as contemplated by section 3-3.
- (4) Lawful sale or consumption of alcoholic beverages at the city parklets as contemplated by section 3-3.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-08, § 2, 4-19-04; Ord. No. 2004-09, § 2, 4-19-04; Ord. No. 2008-09, § 2, 7-21-08; Ord. No. 2013-02, § 8, 2-4-13)

Sec. 3-5. - Furnishing to, purchase of, or possession by underage persons of alcoholic beverages; proper identification for sale of alcoholic beverages; dispensing, serving, etc., of alcoholic beverages by underage persons in the course of employment.

- (a) It shall be a violation of this Code for any licensee or any agent, officer, or employee of a licensee to fail to check the identification of any patron when selling or otherwise providing any alcoholic beverage, which failure results in an underage person being sold or served, or to have in such underage person's possession while on the licensee's premises, any alcoholic beverages.
- (b) The prohibitions contained in subsection (a) of this section shall not apply with respect to the sale, purchase, or possession of alcoholic beverages for consumption:
 - (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony; or

- (3) In the home with parental consent.
- (c) Reserved.
- (d) Notwithstanding any criminal prosecution which may result from a violation of this section, any licensee employing any officer, agent or employee who fails to comply with the provisions of subsection (a) above, which failure results in an underage person being sold or served, or to have in such underage person's possession while on the licensee's premises an alcoholic beverage, may have such licensee's license revoked.
- (e) If such conduct is not otherwise prohibited pursuant to O.C.G.A. section 3-3-24, nothing contained in this section shall be construed to prohibit any person under twenty-one (21) years of age from:
- (1) Dispensing, serving, selling, or handling alcoholic beverages as a part of employment in any licensed establishment;
 - (2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured; or
 - (3) Taking orders for and having possession of alcoholic beverages as a part of employment in a licensed establishment.
- (f) Testimony by any underage person, when given in an administrative or judicial proceeding against another person for violation of any provision of this section, shall not be used in any administrative or judicial proceeding brought against such testifying underage person.
- (g) Nothing in this section shall be construed to modify, amend, or supersede ~~Chapter 11~~ any provisions of Title 15 state law, including, but not limited to, O.C.G.A. Title 15, Chapter 11.
- (h) For the purposes of this chapter the term "underage person" shall mean any person to whom the sale of alcoholic beverages is prohibited by state law because of age.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 99-08, § 1, 6-14-99; Ord. No. 2011-18, § 3, 8-1-11)

Sec. 3-6. - Sale of mixed drinks for off premises consumption.

- (a) For the purposes of this section, the term:
- (1) *Approved container* means a tamper evident container that:
 - i. Does not contain openings or straw holes;
 - ii. Is sealed in a manner visibly apparent if the container has been subsequently opened or tampered with; and
 - iii. Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.
 - (2) *Curbside pick-up* means when a licensee furnishes purchased goods to a customer's vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

- (3) *Food service establishment* means any establishment holding a valid food service permit from its respective county health department.
- (4) *Mixed drink* means a beverage prepared by combining distilled spirits with nonalcoholic liquid or liquids and that:
- i. Is prepared on the day of sale by an employee of the licensee;
 - ii. Contains no more than 3 ounces of distilled spirits; and
 - iii. Is sealed in an approved container.
- (b) Any food service establishment which is licensed to sell distilled spirits for consumption on the premises and is registered with the city clerk as required in subsection (d), may sell mixed drinks for off-premises consumption in approved containers, provided that such mixed drinks are:
- (1) Sold to an individual 21 years of age or older who shall be limited to two mixed drinks per entree ordered;
 - (2) Accompanied by a food order and a sales receipt with a time stamp that indicates the date and time of such purchases;
 - (3) Sold for personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include a delivery service or third-party agent; and
 - (4) Furnished with the accompanying food order to the customer on the premises or by way of curbside pick-up.
- (c) If transported in a motor vehicle, the customer shall place the mixed drink in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.
- (d) No food service establishment shall sell mixed drinks for off-premises consumption unless said establishment annually registers with the city clerk.
- (e) The city clerk shall maintain a registry of all food service establishments located within the city that are authorized to sell mixed drinks for off-premises consumption under this section.
- (f) Sales of mixed drinks for off-premises consumption shall be taxed in accordance with Section 3-105.

Commented [DMM1]: Councilman Allen- I left this section the same, since the word "trunk" isn't being referred to in the context of a rear trunk. Teslas have front trunks, so this will also be applicable. This also covers cars that do not have traditional "trunks" like jeeps.

- (g) Food service establishments shall comply with all rules and regulations promulgated by the state revenue commissioner regarding sales of mixed drinks for off-premises consumption.

Sec. 3-7. - Underage persons misrepresenting age, drinking or possessing alcoholic beverages.

- (a) It shall be unlawful for any underage person to falsely state or misrepresent such person's age in any manner whatsoever to a licensee hereunder or his agent.
- (b) It shall be unlawful for any underage person to drink or possess any alcoholic beverage on any licensed premises.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-8. - Deliveries of alcoholic beverages. (a) It shall be unlawful for any wholesaler or distributor to make deliveries of alcoholic beverages except to a location licensed for the retail sale of such beverages.

~~(b)~~ (b) Notwithstanding anything in this section to the contrary, home delivery of alcohol is permitted as provided in O.C.G.A. § 3-3-10 (Georgia House Bill 879) and by regulations promulgated by the Georgia Department of Revenue, by an authorized package goods retailer as defined by said statute; provided such authorized package goods retailer ~~as has~~ obtained the requisite additional license to deliver from the city- (a "License to Deliver").

- (1) Such "License to Deliver" shall be separate from the required underlying alcohol permit and shall require payment of a separate fee.
- (2) Applications for a "License to Deliver" shall only be made by the existing licensee for the business.
- (3) The fee for the "License to Deliver" shall be set from time to time by the city clerk.

Secs. 3-~~109~~—3-20. - Reserved.

ARTICLE II. - LICENSES

Sec. 3-21. - License required.

- (a) No person shall engage in the manufacture, sale or distribution of alcoholic beverages in the city without first having obtained a license therefor, provided that wholesalers and distributors maintaining no fixed place of business, warehouse or other facility in the city and possessing a valid state license may make sales and deliveries to licensed retailers and to persons licensed for the sale of alcoholic beverages for consumption on the premises without obtaining a city license.
- (b) Except as specifically authorized in this chapter, no person licensed for the sale of a particular class of alcoholic beverages may sell other classes of alcoholic beverages without obtaining the required license therefor.

- (c) A person licensed to sell distilled spirits for consumption on the premises shall have the right to serve wine and malt beverages by the drink on premises during the same hours as are permitted hereunder for the serving of distilled spirits by the drink.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-22. - Qualifications of applicants.

- (a) No license shall be granted under this chapter to any applicant (i) who is not a citizen or resident legal alien of the United States, (ii) who does not permanently reside in the Metropolitan Atlanta area, or (iii) who currently owes the city any past-due debt (of any kind whatsoever), any tax (current or past-due), any fee, any fine, any monetary penalty or any other moneys otherwise due to the city.
- (b) If an applicant does not permanently reside in the Metropolitan Atlanta area, that applicant may designate a license representative who does reside inside the Metropolitan Atlanta area. The license representative must be 21 years of age and a manager at the business location for which the applicant is seeking a license to serve alcohol. The license representative must also comply with any other requirements of applicants under subsection (a) above.
- (c) Corporations shall apply for a license in the name of the corporation, and the license shall be issued to the corporation or the corporation's license representative. Partnerships shall apply for a license in the name of one (1) of the partners, and the license shall be issued in the name of the applicant. In the case of corporate applicants whose primary business is the operation of an alcoholic beverage store, the majority stockholder must meet the requirements of individual applicants under this subsection at the time application is made and at all times during which the license is in effect. Where the applicant is a corporation whose primary business is other than the operation of an alcoholic beverage store, an officer of such corporation, or in lieu of an officer, an agent involved in the active management of the business to be licensed, or the officer's or agent's license representative, shall meet the requirements of individual applicants and licensed representatives under this subsection at the time application is made and at all times during which the license is in effect. If the applicant is a partner in a partnership, the requirements of this section shall apply to all partners at the time of application, and at all times during which the license is in effect.
- (d) All applicants for licenses, whether for original or renewal, must attach to their applications evidence of their good character. No license, whether original or renewal, shall be issued to any person, partnership or corporation organized for pecuniary gain, or to the license representative of any such person, partnership or corporation, if any individual having an interest either as owner, partner, stockholder, manager, or operator, directly or indirectly, beneficial or absolute, or such person's spouse shall have been convicted of or shall have taken a plea of guilty or nolo contendere to:
- (1) Within the five (5) years immediately prior to filing:
 - a. Any felony
 - b. Any violation of any law regulating gambling, narcotics, driving under the influence, or sex offenses
 - c. Three (3) violations of any law regulating the sale, manufacture, and/or distribution of alcoholic beverages

- d. Five (5) violations of any municipal ordinance, except traffic violations
- (2) Within the ten (10) years immediately prior to filing:
 - a. Two (2) felonies;
 - b. Two (2) violations of any law regulating gambling, narcotics, driving under the influence, or sex offenses;
 - c. Six (6) violations of any law regulating the sale, manufacture, and/or distribution of alcoholic beverages
 - d. Ten (10) violations of any municipal ordinance, except traffic violations

The restrictions of this paragraph as to stockholders shall apply only to stockholders of privately owned corporations and to stockholders of publicly owned corporations who hold at least ten (10) percent of outstanding stock.

- (e) Alcoholic beverages by the drink, consumption on the premises licenses, shall be issued only to applicants who meet the definition of the entities listed as Class II and Class III licensees under Section 3-37.
- (f) Applicants or license representatives for renewal licenses must meet all qualifications of applicants for original licenses. Loss of qualifications during the term of a license shall be grounds for revocation or for denial of renewal.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 94-12, § 1, 11-21-94; Ord. No. 2012-07, § 2, 4-2-12; Ord. No. 2016-34, § 1, 12-5-16)

Sec. 3-23. - Personal interests in licenses.

- (a) No license holder or member of a license holder's family shall own, hold or control any interest whatsoever in more than one (1) license to engage in the business of selling distilled spirits at retail to the city. Not more than one (1) license to engage in the sale of distilled spirits at retail in the city shall be issued to any one (1) license holder or license representative, which shall include all members of a license holder's family.
- (b) The holder of a license or license representative for the sale of distilled spirits at retail shall be permitted to also hold, or designate a license representative to hold, a license for alcoholic beverage sales for consumption on the premises. The limitations imposed in subsection (a) upon any license holder, member of such license holder's family or corporation to own, hold or control any interest in more than one (1) license for the sale of distilled spirits shall not apply to any licensee engaged in the business of the sale of alcoholic beverages for on-premises consumption.
- (c) No license holder or member of a license holder's family, or license representative, shall own, hold or control any interest whatsoever in more than two (2) licenses to engage in the business of selling wine. Not more than two (2) licenses to engage in the sale of wine in the city shall be issued to any one license holder or license representative, which shall include all members of the license holder's family.
- (d) No license holder or member of a license holder's family, or license representative, shall own, hold or control any interest whatsoever in more than two (2) licenses to engage in the business of selling malt beverages. Not more than two (2) licenses to engage in the sale of

malt beverages in the city shall be issued to any license holder or license representative, which shall include all members of the license holder's family.

- (e) No person, firm or corporation, or license representative of the same shall hold a retail or consumption on premises license if such person, firm or corporation also has any direct financial interest in any wholesale alcoholic beverage business.
- (f) It shall be unlawful for any elected or appointed official or employee of the city, or such person's spouse or minor children, to have any whole, partial or beneficial interest in any license to operate alcoholic beverage establishments in the city.
- (g) A licensee may take in partners or additional stockholders where it is determined that the additional capital furnished is to be used exclusively for additional inventory or expanding the facilities of the business or for building new facilities and where it appears that the licensee personally does not receive directly any of the additional capital invested. Under this section an additional partner or stockholder must be approved by the city as in the case of new license issuance, and, if approved, the business must obtain a new license.
- (h) The limitation of interests per holder shall not apply to licenses held in the name of corporations which are publicly owned. The phrase "member of a license holder's family" shall include all persons related within the second degree of consanguinity to an individual who holds a license, to any partner in a partnership which holds a license, or to any individual stockholder, officer or agent of a corporation required to meet the requirements for licensing under this chapter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2016-34, § 2, 12-5-16)

Sec. 3-24. - Maximum number of retail package liquor store licenses permitted.

- (a) The number of licenses for the retail sale of distilled spirits within the city shall not exceed one (1) license for each five thousand (5,000) citizens, but not including any fraction thereof, according to the United States Census of ~~2000~~2020, or any future census. Additionally, no new such license shall be issued for any location located within less than one (1) mile of any location to which an existing such license has been issued by the city.
- (b) Nothing in this chapter shall be deemed to prohibit the transfer of location or the issuance of a license to a location which was licensed on May 1, 1977. However, in no event shall the total number of licenses exceed the limit imposed by this chapter or the number of licenses outstanding on May 1, 1977, whichever is greater. The transfer of location of an existing license or the sale of an existing licensed business shall not be considered a new license under this chapter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-10, § 1, 3-1-04)

Sec. 3-25. - Contents of application; change in relationship.

- (a) All applications for license, both original and renewal, must be accompanied by a full and complete statement under oath of information relative to all interests in alcoholic beverage licenses. This shall include the names and addresses of all persons interested in the ownership

of the business of selling alcoholic beverages, together with any interest each person or any member of such person's immediate family has in any other alcoholic beverage establishment; the ownership of the land and building where such business is operated; the amount of rental paid for the land and building and the manner in which the same is determined and to whom and at what intervals it is paid; the names and addresses (by affidavit from the owner, lessee or sublessor and sublessee of such land and building) of all persons having any whole, partial, beneficial or other interest in and to the land and building on and in which said establishment is located; and any other information called for by the city.

- (b) Any change in any interest herein declared must be filed with the city clerk when such change is made, and failure to so file within a period of thirty (30) days after such change is made shall be grounds for revocation by the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-26. - Property survey to accompany application.

All applications for license shall include a certificate from a registered surveyor showing a scale drawing of the location of the proposed premises and the distance, measured as provided in section 3-27(h), from the proposed premises to the building and property line of the nearest place of worship, library, school and residence, and the nearest five (5) occupied commercial establishments.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-27. - Business locations near library, school, place of worship, private residence.

- (a) *Retail package liquor store.* No license shall be issued to any retail package liquor store where the place of business of the licensee is located within one hundred (100) yards of any public library; within one hundred (100) yards of any place of worship; or within two hundred (200) yards from any property line of any school ground or college campus.
- (b) *Distilled spirits, malt beverages and wine by the drink.* No license shall be issued to any person to sell distilled spirits, malt beverages or wine by the drink where the place of business of the licensee is located within two hundred (200) yards from any school ground or college campus; or within fifty (50) yards from any place of worship; or public library.
- (c) *Wine.* No license shall be issued to any wine retailer hereunder where the place of business of the licensee is located within one hundred (100) yards of any public library; within two hundred (200) yards of any place of worship; or within one hundred (100) yards from any property line of any school ground or college campus; provided, however, the distance requirement relative to places of worship within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District or TSC Transit Station Commercial District shall be fifty (50) feet.
- (d) *Malt beverages.* No license shall be issued to any malt beverage retailer where the place of business of the license is located within one hundred (100) yards of any public library, or unless the business of the proposed location is situated beyond two hundred (200) yards from any place of worship and beyond one hundred (100) yards from any property line of any

school ground or college campus; provided, however, the distance requirements relative to places of worship within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District or TSC Transit Station Commercial District shall be fifty (50) feet.

- (e) *Schools applicable.* The schools or colleges referred to herein shall include only such state, county, city, place of worship or other schools as teach the subjects commonly taught in the common schools and colleges of this state, and shall not include private schools or colleges wherein only specialized subjects, such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.
- (f) *Reserved.*
- (g) *Private residences.* No retail licenses for the sale of distilled spirits, malt beverages or wine, or for the complimentary service of malt beverages or wine, shall be issued to any location which is within two hundred (200) feet of any private residence; provided, however, the distance requirement relative to retail sales of malt beverages or wine shall be fifty (50) feet within the DB Downtown Business District, the VNC Virginia Avenue Neighborhood Commercial District, TSC Transit Station Commercial District, TOD Transit Oriented Development District, and PD Planned Development District. Notwithstanding anything to the contrary herein, this provision shall not apply to Mixed-Use Developments, as defined in the Appendix A of the Zoning Code.
- (h) *Method of measuring.* Unless otherwise provided by O.C.G.A. § 3-3-21, all measurements to determine distances required by this section 3-27 for the issuance of alcoholic beverage licenses shall be measured in the following manner:
 - (1) From the primary entrance of the structure from which the alcoholic beverage is sold or offered for sale;
 - (2) In a horizontal straight line to the nearest public sidewalk, walkway, street, road or highway;
 - (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
 - (4) To a point on the property line which is in a straight line from the primary entrance of the structure to the nearest public sidewalk, walkway, street, road or highway; and
 - (5) To the primary entrance of the structure.
- (i) *Additional restrictions for licensed premises adjacent to places of worship.* In the event that a premises licensed for the sale of alcoholic beverages by the drink for consumption on the premises meets the distance requirements from places of worship prescribed by subsection (b) but is situated on land physically adjacent to place of worship property, no access to the public shall be provided from the licensed premises on the side of the licensee's establishment which runs along the common property line.
- (j) As to any location licensed by the city, if the distance requirements in this section are met at the time of issuance of any license, or if a license has not yet been issued, but the structure in which an establishment is to be located has commenced construction pursuant to a lawfully issued building permit, the subsequent opening and operation of a place of worship or school within the distance prohibited herein shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any owner of such property.

Provided, however, that the distance requirements herein shall not apply to any location for which a new license is applied for if the sale of alcoholic beverages was lawful at such location at any time during the twelve (12) months immediately preceding such application.

- (k) For any new business establishment opening within the city limits seeking to obtain a license under this article, the distance requirements established herein shall apply to any and all residences, places of worship, schools, colleges, libraries or any other protected establishments without regard to whether such protected establishments are located within the city limits or within the applicable zoning district referenced in this article.
- (l) Any new business establishment opening within a mixed-use zoning district within the city limits seeking to obtain a license under this article may apply directly to the Mayor and City Council to obtain a special exemption to the distance requirements to allow for reduced vertical separation between the proposed licensee and any place of worship or residence.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 99-13, § 1, 8-23-99; Ord. No. 2000-07, §§ 1—3, 2-21-00; Ord. No. 2011-16, §§ 1—3, 10-17-11; Ord. No. 2013-02, §§ 2—6, 9, 10, 2-4-13)

Sec. 3-28. - Zoning requirements for business location.

Refer to the City of College Park's Zoning Ordinance in Appendix A for detailed zoning requirements.

Sec. 3-29. - Annexed areas; continuance of business.

Where an alcoholic beverage establishment exists in an area outside the city limits, upon annexation of such area, the same may be continued and shall be subject to all remaining provisions of this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-30. - Fraud and misrepresentation by applicant.

- (a) Any person who acquires a license or a renewal of same in violation of this chapter by any misrepresentation or fraudulent statement shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with section 1-8.
- (b) Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer application for a license shall be cause for the denial thereof and, if any license has been granted under these circumstances, there shall be cause for the revocation of the same.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-31. - Investigation of application.

- (a) All applicants for new or renewal licenses shall be submitted to the city clerk who shall refer such applications to the police department for its review and recommendation. Upon receipt of the police department recommendation, the city clerk may request review by the city

attorney. The city clerk shall consolidate all reports and recommendations of reviewing departments and make an independent comprehensive review of each application.

- (b) All applicants for new or renewal licenses shall furnish to the police department and the city clerk all data, information and records requested of them by the police department or city clerk, and failure to furnish such data, information and records within thirty (30) days from the date of the request shall automatically serve to dismiss with prejudice the application of any such applicant failing to furnish such data, information and records.
- (c) Applicants, by filing for license to sell alcoholic beverages, agree to furnish the data, information and records as called for herein and also agree to submit under oath to interrogation by the police department and/or the city clerk as to any facts considered pertinent to such application. Applicants, by filing such application, also agree to produce for oral interrogation by the police department or the city clerk any persons requested by the police department or city clerk and considered as being important in the ascertainment of the facts relative to the license. Failure to produce such persons within thirty (30) days after being requested to do so shall result in the automatic dismissal with prejudice of any application for license.
- (d) An applicant whose application is dismissed with prejudice may file a written notice of appeal no later than ten (10) days from the date of dismissal. Such appeal shall be filed with the city clerk who shall set a time for hearing before the city manager and notify the appellant thereof. Procedures governing the hearing shall be the same as those provided for denial of license in section 3-32.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-32. - Issuance standards; denial; appeal.

- (a) All applications for new licenses or for transfers of locations shall be passed upon by the city clerk within sixty (60) days from the date of filing of a completed application.
- (b) Date of filing shall be the time and date that a properly completed and executed application form, along with the filing fee as required in section 3-37, is received by the city clerk.
- (c) The city clerk shall not accept an application for a retail package liquor store license for consideration when there is a previously filed and still pending application for a place of business for retail package liquor store license within one thousand (1,000) feet of applicant's proposed site.
- (d) All applications for alcoholic beverage licenses meeting the standards of this chapter shall be granted by the city clerk, unless some specific cause regarding suitability of premises by reason of location or otherwise, character of related activities on premises, reasonable requirements of the neighborhood, traffic conditions or environmental conditions justifies a refusal. In such event, the applicant shall be entitled to file a new application of like kind for a different location without the loss of any part of the application fee.
- (e) In the event the city clerk denies an application for a license, the denial shall be transmitted to the applicant, in writing, with the reasons for that action specified. The applicant shall have the right to appeal the denial to the city manager. Such appeal shall be filed in writing no later than fourteen (14) days from the date of the city clerk's decision. A hearing shall be held not

more than thirty (30) days from the date of the written notice of appeal. Within thirty (30) days from the date of the conclusion of the hearing, the city manager shall notify the applicant, in writing, his recommendations and the reason therefor and the date such recommendation shall be presented to the Mayor and City Council. The Mayor and City Council shall vote to ratify or reject the City Manager's recommendation as provided in section 3-46.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-33. - Issuance of license; payment of fee.

- (a) All licenses must be obtained and fees paid not later than two (2) weeks from the date of the approval of the application by the city and, if not so obtained, the permit granted by the city shall be void.
- (b) When a license has been approved and the applicant has deposited with the city clerk the required fee, the fee shall be paid to the municipal revenue collector and a license issued.
- (c) For applicants for new licenses, the following prorated portions of all fees for the year of initial application, and only that year, for the new licensers shall apply:
 - (1) For applications approved between January 1 and March 31, none of the initial fee shall be prorated;
 - (2) For applications approved between April 1 and June 30, the fee shall be three-quarters ($\frac{3}{4}$) of the initial fee;
 - (3) For applications approved between July 1 and September 30, the fee shall be one-half ($\frac{1}{2}$) of the initial fee; and
 - (4) For applications approved between October 1 and December 30, the fee shall be one-quarter ($\frac{1}{4}$) of the initial fee.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 04-38, § 2, 12-6-04; Ord. No. 2008-13, § 1, 11-3-08; Ord. No. 2010-07, § 1, 5-17-10)

Sec. 3-34. - Procedure when license denied by state.

In the event the applicant is denied a license by the state, upon the proof of such refusal such person shall be entitled to a refund of the license fee, less the investigative fee as required in section 3-37, plus an additional charge of twenty-five dollars (\$25.00) to cover the clerical costs of granting the license. Such refund may be made by the city clerk without the necessity of any action by the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-35. - Business opening within six months from license issuance required.

All holders of licenses shall, within six (6) months after the issuance of the license, open for business the establishment referred to in the license and begin the sale of the products authorized by the license. Failure to open the establishment and begin the sale as referred to above within

the six-month period shall serve as automatic forfeiture and cancellation of the unused license, and no refund of license fees shall be made to the license holder.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-36. - Effect of failure to operate business for six consecutive months.

Any holder of a license who shall begin the operation of the business and sale of the products as authorized in the license, but who shall, for a period of six (6) consecutive months thereafter, cease to operate the business and sale of the products authorized in the license, shall upon completion of the six-month period automatically forfeit the license, which license shall, by virtue of that failure to operate, be cancelled without the necessity of any further action of the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-37. Classification of Licenses.

The following classes of licenses that may be issued under this chapter include:

(a) **Class I-** Package Sales (consumption off-premises):

- (1) Wholesaler;
- (2) Retail Package Liquor Store;
- (3) Retail Dealer;

(b) **Class II-** Sales by the Drink (consumption on-premises):

- (1) Eating Establishment;
- (2) Hotel;
- (3) Lounge;
- (4) Private Club;
- (5) Private Athletic Club;
- (6) Ancillary Retailer License;
- (7) Special Event License (Commercial and Non-Profit); and
- (8) Complimentary Service License

(c) **Class III-** Both Package Sales and Sales by the drink (consumption on and off premises)

- (1) Brewpub;
- (2) Microbrewery;
- (3) Microdistillery;
- (4) Craft Beer and Wine Market;
- (5) Farm Winery; and
- (6) Caterer

Sec. 3-38. - Annual license fee schedules—Class I (Off-premises consumption).

The annual Class I license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class I: Off-Premises Consumption*</u>	<u>Annual Fee</u>
Wholesaler with principal place of business in the City	\$1,000
Wholesaler with principal place of business outside of the City	\$100
Retail Package Liquor Store—distilled spirits, wine, and malt beverages	\$4,000
Retail Dealer—wine	\$500
Retail Dealer—malt beverages	\$500
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 1, 11-5-01; Ord. No. 2016-28, § 2, 9-19-16; Revised Ord. No. 2016-28, § 1, 10-17-16)

Sec. 3-39. Annual license fee schedules—Class II (on-premises consumption).

The annual Class II license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class II: On-Premises Consumption*</u>	<u>Annual Fee</u>
Distilled spirits, wine, and/or malt beverages:	
Eating Establishment	\$4,000
Hotel	\$4,000
Hotel, where a license fee of \$4,000 has been paid for an eating establishment or lounge within the hotel	\$1,000

Lounge	\$4,000
Lounge within the same premises where a license fee of \$4,000 for an eating establishment has been paid	\$1,000
Private Club	\$250
Private Athletic Club	\$300
Special Event License- Commercial	Daily Fee: \$300
Special Event License- Non-Profit	Daily Fee: \$150
Wine, and/or malt beverages:	
Eating Establishment	\$2,500
Hotel	\$2,500
Hotel, where a license fee of \$2,500 has been paid for an eating establishment or lounge within the hotel	\$1,000
Lounge	\$2,500
Lounge within the same premises where a license fee for an eating establishment of \$2,500 has been paid	\$1,000
Private Club	\$250
Private Athletic Club	\$300
Ancillary Retailer License	\$1,000
Special Event License- Commercial	Daily Fee: \$250
Special Event License- Non-Profit	Daily Fee: \$125

Complimentary Service License	\$250
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

Sec. 3-40. Annual license fee schedules—Class III (on-premises and off-premises consumption).

The annual Class III license fee for the privilege of engaging in the business of selling alcoholic beverages as described herein shall be as follows:

<u>Class III: On-Premises and Off-Premises Consumption*</u>	<u>Annual Fee</u>
Brewpub	\$5,000
Microbrewery	\$5,000
Microdistillery	\$5,000
Craft Beer and Wine Market	\$3,000
Farm Winery	\$2,000
Caterer (distilled spirits, wine, and/or malt beverages)	\$2,000
Caterer (wine and/or malt beverages)	\$1,000
*The sum of two hundred fifty dollars (\$250.00) shall be paid at the time an original application is filed to cover investigative costs which shall be credited against the first annual license fee upon grant of a license. This fee is not refundable.	

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 2, 11-5-01; Ord. No. 2006-09, § 1, 2-20-06; Ord. No. 2016-28, § 3, 9-19-16; Revised Ord. No. 2016-28, § 2, 10-17-16)

Sec. 3-41. - Same—Payment dates.

- (a) All license fees for existing holders of licenses for manufacture and wholesale of alcoholic beverages, licenses for the sale of alcoholic beverages by the drink, licenses for catering of alcoholic beverages, and/or licenses for retail sale of beer or wine, wishing to continue the license into a succeeding year shall be due by the close of business on December 31 of the then-current year. If said license fees are not received on or before the close of business on that date, such licensee shall immediately cease the sale of alcohol on January 1 at 12:01 a.m. of the succeeding year. License fees paid after the due date shall be subject to a delinquent penalty of five (5) percent of the license fee for each thirty-day period the fee remains unpaid. If December 31 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day.
- (b) Except as provided in subsection (c), all license fees for existing license holders of licenses for retail sale of distilled spirits wishing to continue the license into a succeeding year shall be due by the close of business on December 31 of the then-current year. If said license fees are not received on or before the close of business on that date, such licensee shall immediately cease the sale of alcohol on January 1 at 12:01 a.m. of the succeeding year. Thereafter, if any licensee shall wish to continue to sell alcoholic beverages it must submit a new application for a license. Such new application must be approved by the city before the sale of alcohol may resume. Such application shall be treated as a new application and shall be approved only if the applicant can comply with all ordinances and statutes in effect at the time of submission of the application. If December 31 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day.
- (c) If a business for which a license for the retail sale of distilled spirits is required is to be sold between December 27 and December 31 of any year, the license of the existing licensee has not yet been renewed, the licensee has given written notice of such to the city clerk, and the sale is not consummated by December 31 (or the immediately preceding business day if December 31 falls on a day in which the city is not open for business), the application for a license for the succeeding year may be filed on or before the close of business on January 10. If a license is filed on or before that date, then the reapplication limitations contained in subsection (b) shall not apply, and the application shall be reviewed as a license to continue, and not a new application. The fee shall be due five (5) business days after approval. If January 10 falls on a day in which the city is not open for business, including weekends or holidays, the due date for license fees shall be the immediately preceding business day. If the license fee is not paid by the due date, the renewal application process set forth in subsection (b) shall apply.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2006-09, § 2, 2-20-06; Ord. No. 2008-13, § 2, 11-3-08; Ord. No. 2010-07, § 2, 5-17-10; Ord. No. 2016-13, § 1, 4-18-16; Ord. No. 2016-24, § 1, 8-1-16)

Sec. 3-42. - Term of license.

No license shall issue for less than the remainder of the calendar year. In case of the revocation or surrender of such license before the expiration of such year period, the holder thereof shall not be entitled to receive any refund whatsoever.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2008-13, § 3, 11-3-08; Ord. No. 2010-07, § 3, 5-17-10)

Sec. 3-43. - Transferability of licenses.

- (a) Licenses to engage in the business of selling alcoholic beverages shall not be transferable, except as otherwise provided herein.
- (b) In case of the death of any individual holding such a license, or any interest therein, the same may, in the discretion of the city clerk, be transferred to the administrator, executor or the lawful heirs of the deceased person. In the case of a corporation for which one (1) or more stockholders, officers or agents are required to meet the requirements of this chapter for licensing, the death of any such person shall be treated as the death of an individual holding an interest in the license.
- (c) Nothing in this section, however, shall prohibit one (1) or more of the partners in a partnership holding a license to withdraw from the partnership in favor of one (1) or more of the partners who were partners at the time of the issuance of the license. Such withdrawal shall not, however, serve to bring any new ownership into the partnership.
- (d) Should a transfer of a location be approved, there shall be no pro rata return of any license fee, and the new location shall be required to obtain a new license hereunder.
- (e) All applications for transfer of locations shall comply with the provisions herein set forth governing new licenses.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-44. - Notice of transfer of business; ~~af~~effect of disciplinary action.

Should any alcoholic beverage license holder withdraw from, sell or otherwise transfer such holder's interest in any ongoing alcoholic beverage business, the city clerk shall be notified in writing of such withdrawal, sale or transfer within seven (7) days. Conduct of the licensed business may be continued for a period of no more than sixty (60) days following the sale of a license holder's interest therein, upon application of the purchaser for a new license and with approval of the city clerk, provided the initial license holder is under management contract with the purchaser of the business to supervise and remain responsible for the conduct of such business during the time investigation of the new application is underway; and provided further, that no disciplinary proceedings are pending against the initial license holder or the licensed premises concerning established or alleged violations of this chapter. In the event disciplinary proceedings have been concluded against the initial license holder and such license holder is under a probationary period, the remainder of any such probationary period shall be applied to the new license holder for such ongoing business. In the event disciplinary proceedings have been concluded against the initial license holder and such license holder's license is under suspension, the city clerk shall not accept any alcohol beverage license application for such ongoing business until such time as the suspension of the original license has or would have ended. For purposes of this section, "~~on~~ goingongoing alcoholic beverage business" shall mean any business enterprise that continues to operate at the same location or premises and engages in the sale of alcoholic beverages, irrespective of the corporate structure or ownership of such business enterprise.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2008-14, § 1, 11-3-08)

Sec. 3-45. - Display of license.

Every person, firm or corporation issued a license pursuant to this chapter shall be required to display this license in a prominent place on the premises.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-46. – Denial, Suspension or revocation of license.

- (a) **Effect of Suspension or Revocation by State.** The State of Georgia’s suspension or revocation of any state license to sell any alcoholic beverage shall result in the automatic corresponding suspension or revocation of a license issued under this chapter, without any action by the City.
- (b) **Due Cause for Denial, Suspension, or Revocation.** A license may be denied, suspended, or revoked by the City:
- (1) For any violation by the licensed business and/or licensee of local, state and/or federal laws and/or regulations relating to alcoholic beverages, including but not limited to the sale of alcoholic beverages to any person under the age of twenty-one (21);
 - (2) For any act by the licensed business and/or licensee of encouraging or condoning the violation by the licensed business’ employees of local, state and/or federal laws and/or regulations relating to alcoholic beverages;
 - (3) Evidence of fraudulent, false, omitted, and/or misleading information provided by the applicant, licensee, and/or their employees in securing, renewing and/or maintaining the alcohol license;
 - (4) If the licensee or the licensed business ceases to meet the eligibility requirements for licensure, including but not limited to failing to maintain the required percentage of annual food sales in the preceding 4 (four) quarters or the requirements listed in Section 3-22;
 - (5) If, within a period of five (5) years, the licensee, licensed business, or any of the licensed businesses’ employees, agents or contractors, has been convicted of, or plead guilty or Nolo Contendere to, four (4) or more violations of local, state and/or federal laws and/or regulations occurring at the licensed premises.
 - (6) If any licensee, in a period of five (5) years immediately preceding the date of revocation, has been convicted of, or plead guilty or Nolo Contendere to, four (4) or more violations of any provision of the International Property Maintenance Code or Section 5-15 of this Code, for any commercial location in the City.
 - (7) If any licensee continues to sell, distribute, or manufacture alcoholic beverages during a period in which its license is suspended or otherwise violates the terms of its suspension.
 - (8) If any licensee or licensed business operates outside of the permitted hours of operation.

- (9) If any licensee permits the solicitation of patrons on the licensed premises for prostitution or any other unlawful act where the licensee or the licensee's employee or agent knew or should have known of such conduct.
- (10) If any licensee permits the selling or serving of any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication.
- (11) If any licensee fails to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises or on any property owned or leased by the licensee, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of a licensed establishment, in order to protect the safety and well-being of the general public and of those utilizing the premises.
- (12) If any licensee permits the sale of illegal drugs on the licensed premises where the licensee or the licensee's employee or agent knew or should have known of such conduct.
- (13) If any licensee whose licensed premises directly abuts a public street directly fails to maintain all property outside the lot and property line and inside the curb line upon the public street, including any sidewalk. Said duty to maintain the above-designated property must be accomplished within reasonable time after the close of business each day. "Maintain" as used in this subsection shall mean keeping the specified area free of bottles, cups, trash and other debris. "Within a reasonable time" as used in this subsection shall mean within four hours of the close of business.
- (14) If any licensee fails to furnish any and all data, information and records related to the operation of licensed establishments, when such has been requested by the police department or the city clerk.

(c) **Procedure for revocation or suspension.** Except as otherwise provided herein, no license which has been issued or which hereafter may be issued pursuant to this chapter shall be denied, suspended or revoked except for due cause and after a hearing.

- (1) *Notice of Hearing.* The city clerk may initiate proceedings under this section by providing written notice to the licensee, at least ten (10) days prior to the date of the suspension/revocation hearing, stating specifically the grounds for denial/suspension/revocation and proposed length of any requested suspension. The notice shall advise the licensee of the time, place, and purpose of the hearing.
- (2) *Service.* Service of such notice shall be by personal service by a city police officer or code enforcement officer at the licensed premises on the named licensee or an employee of the licensee or by certified mail, return receipt requested, to the address listed in the license application. If personal service or certified mail fails, affixing a copy of the notice to the front door of the licensed premises and mailing the original to the named licensee at the licensed premises with a copy mailed to any other address of the named licensee contained in the most recent license application on file, shall suffice as receipt of the notice.
- (3) *Hearing.* At the hearing, the licensee shall have the right to represent himself/herself or be represented by counsel, may cross-examine all witnesses offered by the City, and

may present evidence in his/her own behalf. Formal rules of evidence shall not apply to hearings under this section and all testimony shall be offered under oath or affirmation. At the hearing, the City shall have the burden of proof by a preponderance of the evidence that the suspension or revocation was proper. Within five (5) business days of the date of the hearing, unless otherwise waived by the licensee and the City, the City Manager shall make a written recommendation to the Mayor and City Council with respect to the request for suspension or revocation, and shall concurrently send a copy of said written recommendation to the licensee by certified mail.

- (4) *Review by City Council.* The City Manager's recommendation shall be placed on the agenda of the next regular meeting of the City Council or set for a special called meeting to occur within thirty (30) days of such recommendation. At such meeting, the City Manager shall outline the evidence heard, and the basis for his or her recommendation. The City Council shall vote to ratify, amend, or reject the City Manager's recommendation. The City Council may, if the City Council finds incomplete issues of fact, direct the City Manager to rehear the matter on such portion, not later than thirty (30) days after the City Council Meeting. The procedure for notice and conduct of said hearing shall follow the same requirements of this section as the original hearing.
- (5) *Appeal from decision of City Council.* The decision of the City Council to ratify or reject the City Manager's recommendation shall be final. If the City Council votes to ratify the City Manager's recommendation, the licensee shall have the right to appeal said decision by appealing writ of certiorari to the appropriate court of jurisdiction ~~Fulton County Superior Court.~~
- (6) *No Supersedeas.* The filing of an appeal from a suspension or revocation shall not ipso facto act as a supersedeas; provided, however, this restriction shall not be construed to prohibit a court of appropriate jurisdiction to grant a supersedeas upon such terms and conditions as may seem reasonable and proper.
- (7) *Effect of no appeal or ratification.* If the suspension or revocation is ratified (or not appealed):
 - i. No refund of any portion of the license shall be paid; and
 - ii. In the event of revocation, licensee shall remove all alcohol from its premises; or.
 - iii. In the event of suspension lasting thirty (30) or more days, licensee shall remove all alcohol from its premises, and the Chief of Police shall cause for a sign and/or notice to be posted on the premises notifying the public of said suspension. The sign and/or notice shall remain on the premises for the duration of the suspension. Notwithstanding anything to the contrary herein, retail package liquor stores shall not be obligated to remove alcohol from the premises in the event of suspension.

(d) Penalties for due cause finding by the City Council

- (1) With respect to existing licenses for retail package liquor stores, mandatory minimum penalties for due cause findings by the City Council shall be as follows:

- i. First violation—Minimum of five (5) days to a maximum of ninety (90) days suspension of license and a minimum \$1,000.00 fine;
 - ii. Second violation—Minimum of thirty (30) days to a maximum of one hundred eighty (180) days suspension of license and a minimum \$1,000.00 fine;
 - iii. Third violation—License revocation.
- (2) With respect to existing licenses, ~~mandatory minimum penalties for due cause findings by the City Council with respect to licensees holding a license~~ to sell alcoholic beverages for on-premises consumption of alcoholic beverages, mandatory minimum penalties for due cause findings by the City Council shall be as follows:
- i. First violation—Minimum of five (5) days to a maximum of ninety (90) days suspension of license and a minimum \$2,500.00 fine;
 - ii. Second violation—Minimum of thirty (30) days to a maximum of one hundred eighty (180) days suspension of license and a minimum \$2,500.00 fine;
 - iii. Third violation—License revocation.
- (3) Notwithstanding anything to the contrary herein, the above penalties constitute mandatory minimums only. The City Council has the discretion to revoke any license upon a first violation if said violation is of such a nature that revocation is necessary to protect the health, safety, and welfare of the public.
- (4) The time period considered for number of violations shall be five (5) years from the date of the most recent violation.

Section 3-46.1.- Emergency Suspension of License.

- (a) The chief of police shall notify the City Manager that such a situation exists that constitutes a significant, present threat to public safety or public order, which is likely to continue and that requires the immediate suspension of a license;
- (b) The decision to immediately suspend a license shall be jointly made by the City Manager and shall be justified when any of the criteria set forth in section 3-46(b) is present and at least one (1) identifiable aggravating circumstance exists that the City Manager finds requires an emergency suspension. The following factors shall be considered to determine whether aggravating circumstances exist:
 - (1) Consistency of penalties mandated by this chapter and those previously set;
 - (2) Likelihood of deterring future wrongdoing;
 - (3) Impact of the offense(s) on the community;
 - (4) History of prior suspensions and/or revocations of licensee and of warnings of violations to licensee;
 - (5) Disorderly conduct at the establishment;

- (6) Presence of illegal drugs at the establishment;
 - (7) Violence at the establishment;
 - (8) Gambling or prostitution at the establishment;
 - (9) Any public safety implications of failing to immediately suspend the subject license;
and
 - (10) Whether the situation in question is a violation of a suspension previously imposed.
- (c) At least within 24 hours of said decision, the City Manager or the city manager's designee shall issue a show cause order notifying licensee of the decision to immediately suspend said license; notifying licensee of a time, date, and place of the hearing to be conducted before the City Manager no later than ten (10) days from the date of the emergency suspension; and directing licensee to show cause why said license should not be subject to further suspension or revocation; both licensee and the chief of police shall receive a copy of the show cause order.
- (d) Except as otherwise provided in this section, the provisions in section 3-46 shall apply to emergency suspension proceedings.

Sec. 3-47. - Employees; qualifications; permits; records filed with city; investigations.

(a) *Eligibility.*

- (1) No licensee shall employ in any premises licensed for the retail sale of malt beverages and/or wine, any person who, once within the immediately preceding six (6) months, twice within the immediately preceding twelve (12) months, or three (3) times within the immediately preceding five (5) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, or who, within the immediately preceding ten (10) years has been convicted of or entered a plea of guilty or nolo contendere to any felony.
- (2) No licensee shall employ in any premises licensed for the retail sale of distilled spirits, any person who, once within the immediately preceding one (1) year, twice within the immediately preceding two (2) years, or three (3) times within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, narcotics or gambling, or who, within the immediately preceding ten (10) years has been convicted of or entered a plea of guilty or nolo contendere to any felony.
- (3) No licensee shall employ in any premises licensed for the sale of alcoholic beverages for consumption on the premises, any person, who, once within the immediately preceding one (1) year, twice within the immediately preceding two (2) years, or three (3) times within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any city, state or federal offense relating to alcoholic beverages, narcotics, gambling, or sex offense, including but not limited to prostitution, solicitation of prostitution or keeping a disorderly house, or who, within the immediately preceding ten (10) years, has been convicted of, or entered a plea of guilty or nolo contendere to, any felony.

- (4) Paragraphs (1) through (3) above shall only apply to those employees hired for the purpose of or actively engaged in the dispensing, serving, selling or other handling of alcoholic beverages.
- (5) In the event an employee of a licensed alcoholic beverage establishment is convicted of or enters a plea of guilty or nolo contendere to any offense which would preclude his or her initial employment under paragraphs (1) to (3) above, such employee shall be placed on probationary status for a period of twelve (12) months. Any subsequent conviction or plea to such an offense during the probationary period shall result in the employee's disqualification from further eligibility for employment in a capacity which involves the dispensing, serving, selling or other handling of alcoholic beverages in an alcoholic beverage establishment in the city for a period of five (5) years; provided that nothing in this subsection shall be construed to require a license holder to continue the employment of such an employee nor shall the provisions of this subsection be construed to prohibit dismissal of such an employee as a condition of maintaining the alcoholic beverage license where the conduct of the employee is of an egregious nature or shows a total disregard for the laws and regulations pertaining to the sale of alcoholic beverages.
- (b) Employees who are involved in the sale and/or dispensing of alcoholic beverages are required to register with the police department on a form provided by the police department for that purpose. All such employees shall be subject to such investigative rules and regulations as may be deemed necessary from time to time by the police department of the city. A dispensing permit with a photograph of the permit holder affixed and clearly printed expiration date will be issued and a fee will be charged to all applicants for the same. Such fee may be changed from time to time by resolution of the Mayor and City Council. Reregistration shall be accomplished every two (2) years on the two-year anniversary of initial registration in the same manner as previously stated. Such permits allow an employee who dispenses or sells alcoholic beverages to work in any retail consumption establishment in the city. Such permits must be worn, clearly visible to the public, at all times when the holder of the permit is engaged in the dispensing and/or sale of alcoholic beverages.
- (c) The licensee shall acquaint all employees engaged in the sale of alcoholic beverages with the requirements of this chapter and state law regulating the handling, sale or dispensing of such beverages, and shall obtain from each such employee a signed acknowledgment that the employee has read the provisions of this chapter and state law regulating the handling, sale or dispensing of alcoholic beverages. Such signed acknowledgment shall be retained in the business office of the licensed premises during the employment period for each such employee, and shall be available for inspection during business hours at the request of the city manager, chief of police, or any city law enforcement officer.
- (d) Minors under eighteen (18) years of age may be employed in or about places of business where alcoholic beverages are sold, provided such minors shall not be allowed or required to dispense, serve, sell, deliver or take orders for such alcoholic beverages or in any manner aid or assist in the dispensing, serving, sale, delivery or taking orders for same. Persons under eighteen (18) years of age who are employed in supermarkets, convenience stores, breweries or drug stores may handle the stocking or storage of alcoholic beverages which are sold for consumption off the premises, but may not assist in the sale thereof.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2006-20, §§ 1, 2, 5-15-06; Ord. No. 2010-07, § 4, 5-17-10)

Sec. 3-48. - Conditions of on-site tastings.

- (a) The holder of a retail package liquor store license issued under section 3-37(a) shall be eligible for an ancillary tasting license to provide samples of wine, malt beverages, or distilled spirits offered for sale to customers under the conditions set forth in this section. No tasting license shall be required for farm winery tasting rooms.
- (b) Tastings shall be ~~on~~ limited to four (4) tasting events per calendar year, or in conjunction with education classes and sampling designed to promote alcoholic beverage appreciation and education.
- (c) Tasting for customers shall only be conducted at a counter area constituting no more than ten (10) percent of the entire floor area of the premises.
- (d) Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any one-hour period.
- (e) Beverages shall only be opened and samples poured by the licensee, an employee, and/or an alcoholic beverage brand ambassador.
- (f) Sampling and tasting ~~is~~are only permitted within the premises. No open containers shall be removed from the licensed premises.
- (g) Complimentary food shall be made available for customers during each sampling and tasting
- (h) Not more than one time per week for a period of time not to exceed two (2) consecutive hours, the holder of an ancillary tasting license may conduct sampling educational classes. All conditions of sampling set forth in this section shall apply to such classes, except for the limitation on floor area where the classes can be conducted.
- (i) Holders of an ancillary wine tasting permit shall not charge for individual samples or tastings, but may impose a charge for educational classes or certain special tasting events.
- (j) The annual fee for an ancillary wine tasting license shall be one hundred dollars (\$100.00), which fee may be revised from time to time by resolution of the Mayor and City Council.
- (k) The licensee shall provide at least thirty (30) days' written notice to the city clerk prior to the tasting event.

(Ord. No. 2013-02, § 1, 2-4-13; Ord. No. 2016-28, § 5, 9-19-16)

Sec. 3-49. - Farm winery licenses.

- (a) A farm winery shall sell, at retail and by the drink, only wine produced in its facilities. In no event shall a farm winery sell wine produced by other farm wineries, distilled spirits or malt beverages.
- (b) There shall be no specified or required ratio of wine sales to any other income for farm winery operations.

- (c) On Sundays, a farm winery shall be permitted to sell its wine only during the hours of 12:30 p.m. until 12:00 a.m. of the following day.
- (d) Farm wineries shall be subject to all qualifications and regulations of this chapter, except as otherwise specifically provided in this section.
- (e) Any applicant for a license for the sale of wine by a farm winery shall pay the applicable annual license fee and a one-time administrative/investigative fee established by Mayor and City Council, by resolution, from time to time.
- (f) The license created in accord with this section shall be limited to farm winery tasting rooms licensed by the State of Georgia in accordance with O.C.G.A. § 3-6-21.1, *et seq.*, and the licensee shall be permitted to perform only acts allowed in accord with such statutes. No license is hereby created authorizing any other use. All consumption of wine by the drink shall be in farm winery tasting rooms.
- (g) All applications for renewal of a farm winery license shall be accompanied by a copy of the current state license. Failure to present a valid copy of a current and valid state license will result in a refusal to renew the license.
- (h) A farm winery may only apply for licenses for sales by the drink of wine and off-premises consumption wine sales.

(Ord. No. 2016-28, § 6, 9-19-16; Revised Ord. No. 2016-28, § 4, 10-17-16)

Sec. 3-50.- Craft Beer and Wine Market License.

- (a) No person shall be permitted to own or operate a craft beer and wine market without first obtaining a license from the city clerk or his/her designee pursuant to the same procedures as are set forth in this chapter, and each craft beer and wine market license holder shall comply with all other applicable state and local requirements.
- (b) A craft beer and wine market shall offer a minimum of twenty-five (25) craft beer and/or wine selections.
- (c) Sales of craft beers and wines (including growlers), shall be limited to package sales for consumption off the premises; provided, however, a craft beer and wine market may hold four (4) events per calendar year where on-~~premise~~premises consumption shall be permissible as long as (i) food is available for purchase at the premises during the event and (ii) the licensee provides at least thirty (30) days' notice to the city clerk prior to the event.
- (d) The sale and/or consumption of distilled spirits is strictly prohibited at such locations.
- (e) Craft beer and wine markets shall meet all distance requirements for a consumption on the premises license.
- (a) Licensees or employees of a craft beer and wine market shall be authorized to offer samples of draft beer or wine to patrons over the age of 21; provided that samples shall not exceed

three (3) ounces and all patrons are limited to four (4) samples during a single days' operating hours.

Sec. 3-51.- Ancillary Retailer License.

- (a) A for-profit commercial entity or non-profit organization located within the Downtown Commercial District, the Hospitality Campus District, or within the Planned Development District may be issued a license to sell or offer complimentary alcoholic beverages for consumption only on the premises.
- (b) An ancillary licensee shall not:
 - (1) Serve alcoholic beverages past 9:00 p.m.;
 - (2) Allow any alcoholic beverages to be consumed outside the facility;
 - (3) Engage in any exterior advertising concerning the consumption of alcoholic beverages on the premises; or
 - (4) Derive more than twenty (20) percent of its total annual gross revenues from the sale of alcoholic beverages.
- (c) An ancillary commercial licensee shall:
 - (1) During all hours of operation, provide food available for purchase and/or utilize one or more food trucks, which shall be located on the grounds of the licensed premises or within twenty-five (25) feet of the licensed premises;
 - (2) Comply with all ordinance regulations dealing with general licensing and consumption on the premises' establishments;
 - (3) Comply with all local, state and federal licensing and operational requirements; and
 - (4) Submit all reports to the city as required under this chapter.

Sec. 3-~~52~~.- Brewpub License.

- (a) No individual shall be permitted to own or operate a brewpub without first obtaining a proper license from the commissioner in the manner provided in this title, and each brewpub licensee shall comply with all other applicable state and local license requirements;
- (b) A brewpub license authorizes the holder of such license to:
 - (1) Manufacture on the licensed premises not more than ten thousand (10,000) barrels of malt beverages in a calendar year solely for retail sale;
 - (2) Operate an eating establishment that shall be the sole retail outlet for such malt beverages;
 - (3) Operate an eating establishment that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this title, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler; and, provided, further, that in addition to draft beer manufactured on

the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers; and

- (4) Notwithstanding any other provision of this paragraph, sell up to a maximum of five thousand (5,000) barrels annually of such malt beverages to licensed wholesale dealers. Under no circumstances shall such malt beverages be sold by a brewpub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale;
- (c) A brewpub licensee shall:
- (1) Pay all state and local license fees and excise taxes applicable to individuals licensed by this state as manufacturers, retailers, and, where applicable, wholesalers under this chapter;
 - (2) Measure malt beverages manufactured on the premises and otherwise comply with applicable rules and regulations respecting excise and enforcement tax determination of such malt beverages as required by state and local law.
- (d) To the extent the provisions of this section conflict with O.C.G.A. § 3-5-36, the provisions of O.C.G.A. § 3-5-36 shall control.

Sec. 3-~~54~~53.- Special Event Alcohol License.

- (a) Establishments duly licensed by the city to sell alcoholic beverages for consumption on the premises must submit an application and site plan to the city clerk to engage in outdoor special events.
- (b) A special event temporary permit, if approved by the Mayor and City Council under Section 3-84, shall authorize the licensee to sell alcoholic beverages for consumption on the premises for a period not to exceed the hours otherwise specified in this chapter.
- (c) The applicant must meet the following requirements:
 - (1) The licensed establishment must have an existing license for the sale of alcoholic beverages for consumption on the premises.
 - (2) The entrances and exits to the event must be through controlled entry points which allow for easy monitoring of patrons entering and leaving the event.
 - (3) A site plan must be submitted to and approved by the city planner and city fire marshal.
 - (4) If the site plan provides for an area to accommodate more than 25 persons, a crowd control and security plan must be submitted to the city for approval. The community development department and city fire marshal must approve any temporary structures.
 - (5) A signed and notarized letter from the property owner authorizing the use of the property for the event.
 - (6) The outside event shall not exceed three (3) days.
 - (7) All outside events for an individual licensed establishment will be restricted to three (3) events per year.

- (8) A non-refundable fee of \$100.00 (Commercial) or \$50.00 (Non-Profit) must be paid at the time of filing of the application.
- (9) The completed application must be submitted to the city clerk no less than thirty (30) days prior to the scheduled event.
- (d) Nothing in this section shall be construed to waive or appeal any other requirements ordained under this Code.
- (e) The licensee or the licensee's employee shall supervise all aspects of the special event pertaining to the handling and storage of alcoholic beverages and the distribution of alcoholic beverages to consumers.
- (f) The licensee shall be responsible for compliance with all aspects of this chapter and state law, and liable for infractions thereof.

Sec. 3-~~55~~54. – Complimentary Service License.

- (a) Businesses that derive zero percent of their gross revenue from the sale of alcoholic beverages may apply for a complimentary service license.
- (b) Holders of a complimentary service license may provide limited amounts of malt beverages or wine to patrons upon the licensed premises. The provision of complimentary distilled spirits is strictly prohibited.
- (c) Holders of a complimentary service license may not receive present or future consideration for the provision of an alcoholic beverage; alcoholic beverages may only be provided gratis.
- (d) Complimentary service of malt beverages to an individual shall be limited to no more than 24 fluid ounces in a 24-hour period.
- (e) Complimentary service of wine to an individual shall be limited to no more than 12 fluid ounces in a 24-hour period.
- (f) Only the licensee or an employee shall open and handle unpackaged malt beverages or wine.
- (g) No open containers shall be removed from the licensed premises.
- (h) Notwithstanding anything to the contrary herein, licensee and its employees shall not pour any alcoholic beverages from a keg, growler, box, or bottle. Complimentary service shall be limited to the opening of packaged malt beverages that do not exceed twelve (12) ounces and packaged wines that do not exceed six (6) ounces.

3-~~56~~55. -Microbrewery License.

- (a) No individual shall be permitted to operate a microbrewery without first obtaining a proper license from the city in the manner provided in this chapter. Each holder of a microbrewery license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.
- (b) Subject to compliance with the terms and conditions of O.C.G.A. § 3-5-24.1, holders of a microbrewery license may sell up to six thousand (6,000) barrels of malt beverages in each

calendar year to individuals who are on the brewer's licensed premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 288 ounces of malt beverage per consumer per day.

- (c) A brewer may sell malt beverages pursuant to subsection (b) of this section on all days and at all times that sales of malt beverages by retailers are lawful, including, but not limited to Sundays.
- (d) A brewer engaging in sales of malt beverages pursuant to subsection (b) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

3-~~5756~~.- Microdistillery License.

- (a) No individual shall be permitted to operate a microdistillery without first obtaining a proper license from the city in the manner provided in this chapter. Each holder of a microdistillery license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.
- (b) Subject to compliance with the terms and conditions of O.C.G.A. § 3-4-24.2, holders of a microdistillery license may sell up to seven hundred fifty (750) barrels of distilled spirits per calendar year to individuals who are on such distiller's licensed premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 4,500 milliliters of distilled spirits per consumer per day.
- (c) A distiller may sell distilled spirits pursuant to subsection (b) of this section on all days and at all times that sales of distilled spirits by retailers and retail consumption dealers are lawful, including, but not limited to Sundays.
- (d) A distiller shall not sell any distilled spirits for consumption off the premises pursuant to subsection (b) of this section at a price less than the price at which a person licensed to sell distilled spirits by the package is permitted to sell distilled spirits pursuant to O.C.G.A § 3-4-26(b).
- (e) Any distiller engaging in sales of distilled spirits pursuant to subsection (b) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

Secs. 3-~~5857~~ – 3-60 Reserved.

ARTICLE III. - REGULATION OF PACKAGE SALES

Sec. 3-61. - Business hours and days.

- (a) Retail Package Liquor Stores or other authorized retailers engaged in the sale of distilled spirits shall not engage in, and shall not cause any other person to engage in, the sale of such beverages except between the hours of 8:00 a.m. and 11:45 p.m. on weekdays and shall not permit their places of business to be opened for the sale of distilled spirits on Christmas Day.

Business hours of wholesale dealers shall be ~~from sunup to sundown~~ during daylight hours only.

- (b) Retail Dealers in other alcoholic beverages shall not engage in, nor cause any other person to engage in, the sale of such beverages except between the hours of 8:00 a.m. and 11:45 p.m. on weekdays and shall not engage in, nor cause any other person to engage in the sale of such beverages on Christmas Day.
- (c) Business hours of wholesale dealers in alcoholic beverages shall be ~~from sunup to sundown~~ during daylight hours only.
- (d) The sale of alcoholic beverages on election days is permitted within the city.
- (e) Retailers possessing a valid license from the city authorizing the package sale of malt beverages, wine, and/or distilled spirits shall be authorized to sell packages of malt beverages, wine, and/or distilled spirits on Sundays between the hours of 12:30 p.m. and 11:30 p.m.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 98-10, § 1, 4-20-98; Ord. No. 2011-06, § 2, 6-6-11)

Sec. 3-62. - Exterior advertisement of brand and price of distilled spirits prohibited.

No sign of any kind, painted or electric, advertising any brand or price of distilled spirits shall be permitted on the exterior, or in the window, of any licensed premises. No placard or sign of any kind which is visible from the exterior of the licensed premises shall make reference to the price of any distilled spirits sold therein; provided, however, that tags showing the prices of individual bottles or containers may be affixed to each such bottle or container or to the edge of the shelf whereon such bottles or containers are located.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-63. - Price lists or tags required.

- (a) Each licensee shall have conspicuously displayed within the interior of the licensed premises not less than four (4) copies of a printed price list of the alcoholic beverages offered for sale and one (1) printed copy of the penal sections of this chapter; provided, that a licensee, in lieu of having four (4) copies of a printed price list, may have the price placed on the bottles or on the bottom of the shelf where alcoholic beverages are exhibited for sale.
- (b) All licensees hereunder shall display in prominent places their current prices of alcoholic beverages.
- (c) The licensee shall file a copy of same with the investigating officer of the police department and shall furnish to any customer that so desires an itemized bill of charges which shall not exceed the price list furnished to the police department. Upon any increase or decrease of prices, a new list must be filed with the police department.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-64. - Lighted electric advertising signs on wine or malt beverage establishments.

No licensee operating premises wherein wine or malt beverages are sold shall operate lighted electrical signs or devices advertising such liquors except during the hours that such products are being offered for sale to the public.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-65. - Sanitary regulations, immoral conduct, etc.; inspection and report by fire department.

- (a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with the provisions and regulations governing the condition of premises used for the storage and sale of food for human consumption. It shall be unlawful to permit any disturbance of the peace, obscenity, or public indecency on the premises.
- (b) The fire department shall, upon request of the city clerk, inspect such premises and report its findings to the city clerk. All premises licensed hereunder shall conform at all time with all fire regulations of the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-66. - Physical requirements of applicant's premises.

- (a) No license shall be granted to a retailer under the provision of this chapter, unless the front entrance to the premises is clearly visible from a public street; provided, however, that this restriction shall not apply where the licensee is a hotel, motel, or private club, or has a location in a shopping center or multiple-story business building.
- (b) Where a building in which a retailer intends to operate under the provisions of this chapter is at the time of the application for such license not in existence or not yet completed, license may be issued for such location provided the plans for the proposed building show clearly a compliance with the other provisions of this chapter.
- (c) No sales shall be made from such establishment until it has been completed in accordance with said plans and is in conformity with all of the other provisions of this chapter.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-67. - Interior visibility required.

No screen, blind, curtain, partition, article or thing which shall prevent a clear view into the interior shall be permitted in the window or opening of any door of any retail alcoholic beverage store, and no booth, screen, partition or other obstruction shall be permitted within the interior of any such store. Each such retail store shall be so lighted that the interior of the store is visible day and night.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-68. - Operation of video games.

- (a) No retail package liquor store under this article shall allow, maintain or operate on the licensed premises more than three (3) video games. This provision does not include or pertain to musical machines or juke boxes.
- (b) Except as specified herein, the ~~provision~~ provisions of ~~this~~ the Code of Ordinances regarding the regulation and licensing of coin-operated amusement machines shall apply and be of full force and effect.

Sec. 3-69. - Package sales of certain container.

- (a) Wine sold in containers of less than seven hundred fifty (750) milliliters shall only be sold in packages of at least four (4) containers.
- (b) Malt beverages sold in containers of less than sixteen (16) ounces shall only be sold in packages of at least four (4) containers.
- (c) The provisions of subsections (a) and (b) above shall not apply to (i) convenience stores licensed under the provisions of chapter 11, article XXIV of the Code of Ordinances or (ii) any other business entity that voluntarily complies with the provisions of chapter 11, article XXIV of the Code of Ordinances, and such compliance has been verified by the city. The chief building inspector is authorized to issue a certification to any business entity that has been inspected for voluntary compliance with chapter 11, article XXIV of the Code of Ordinances.

(Ord. No. 03-09, § 1, 3-3-03; Ord. No. 2012-05, § 4, 2-20-12; Ord. No. 2012-07, § 1, 4-2-12)

Sec. 3-70. - Convenience stores.

- (a) Convenience stores maintaining alcohol licenses pursuant to this chapter of the Code shall also be subject to the regulations contained in chapter 11, article XXIV, as if said provisions were fully incorporated herein.
- (b) Condoning of loitering prohibited. It shall be unlawful for the owner, manager and/or operator of a convenience store licensed to sell alcohol under this chapter to allow any person to loiter on or about the licensed premises as prohibited by chapter 12, article I, section 12-16 of the Code, without taking prompt action to cause for such loiterer to be removed from the premises. The unlawful loitering of a person at a convenience store for a period of more than thirty (30) minutes shall constitute prima facie evidence that the owner, manager and/or operator of the establishment is unlawfully condoning such prohibited conduct.
- (c) Prominent display of loitering prohibition. Convenience stores maintaining alcohol licenses pursuant to this chapter shall cause for the following language to be prominently displayed, in no less than forty-eight-inch font, in a manner which is visible to the general public on the exterior and interior of the licensed establishment:

Loitering Prohibited:

This establishment is required to prohibit loitering, pursuant to Chapter 3, Article III, Sec. 3-70, of the College Park Code of Ordinances.

- (d) Penalties. In addition to other penalties and sanctions authorized by state law and the Code, the violation of this section by owners, managers and/or operators of convenience stores shall subject the convenience store to termination, revocation and/or suspension of its license to sell alcoholic beverages.

(Ord. No. 2011-12, § 2, 9-19-11; Ord. No. 2016-30, § 1, 11-7-16)

Sec. 3-71. ~~Growlers.~~

- (a) Licensees or employees of a licensed brewpub or craft beer shop may fill or refill properly sanitized growlers with draft craft beer or hard cider from a keg at the licensed premises as provided in this chapter.
- (b) Growlers shall not have a capacity exceeding 64 ounces.
- (c) Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler.
- (d) The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter, provided that after the growler is filled, the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises.

Secs. 3-72—3-80. - Reserved.

ARTICLE IV. - REGULATION OF SALES BY THE DRINK

Sec. 3-81. - Prohibited hours of operation.

No license holder shall sell, give away, or otherwise dispense alcoholic beverages by the drink between the hours of 2:00 a.m. and 11:00 a.m. Sunday, 12:00 a.m. and 7:00 a.m. on Monday, or 2:00 a.m. and 7:00 a.m. on other days.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 98-10, § 2, 4-20-98; Ord. No. 99-08, § 2, 6-14-99; Ord. No. 2018-05, § 5, 8-6-18, election of 11-6-18)

Sec. 3-82. - Service to be by employees only.

Alcoholic beverages by the drink shall be served by employees of the establishment only.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-83. - Standards to determine sleeping or seating capacity; inspections; compliance with fire requirements.

Where a minimum sleeping or seating capacity is prescribed in this chapter, the same shall be judged by existing ordinances of the county or state regulations or by reasonable standards. The fire department, shall, upon request of the city clerk, inspect such premises and report its findings to the city clerk. All premises licensed hereunder shall conform at all times to all fire regulations of the city, county and state.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-84. - Sales outdoors at the licensed premises- Special Events.

- (a) It shall be unlawful for any sale to be made outside of the enclosed building, premises or place of business licensed for such sale except as otherwise permitted in this chapter.
- (b) The Mayor and City Council may authorize special events no more than fifteen (15) times per year per licensee during which the use of contiguous structures, such as tents, may be utilized by a licensee in the conduct of his business. All such special events shall be limited to seventy-two (72) hours in duration. Activities in contiguous structures shall cease no later than 10:30 p.m. of each day. Use of contiguous structures shall be permitted only where a sufficient number of parking spaces to meet the zoning ordinance remain after erection of the structure.
- (c) The Mayor and City Council, in granting a special event permit, may attach conditions to the permit to protect the appropriate use of neighboring properties.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-85. - Alcoholic beverage caterers.

- (a) For the purpose of this section the following definitions shall apply:
 - (1) *Food caterer* means any person who, for consideration, prepares food for consumption off the premises.
 - (2) *Licensed alcoholic beverage caterer* means any person licensed for the sale of alcoholic beverages by the state and who possesses a license by a local government in the state authorizing such person to sell or dispense alcoholic beverages by the drink off licensed premises and in connection with an authorized catered function.
 - (3) *Authorized catered function* means an event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, for consideration, and sold, dispensed or provided free of charge to persons present at the event, by the drink, pursuant to a permit obtained under this section.
- (b) Licenses may be obtained for the purpose of selling or dispensing alcoholic beverages by the drink on premises at which authorized catered functions are to be held. Such licenses shall be annual licenses and may be obtained only by those persons, firms or corporations already licensed by the city for the sale of alcoholic beverages at retail or by the drink. The procedures

for securing such licenses and the terms thereof, including license fees, shall be as provided in Article II of this chapter.

- (c) Before a licensed alcoholic beverage caterer may sell or dispense alcoholic beverages at any authorized catered function, such caterer shall obtain a permit. The application for permit shall include the name of the alcoholic beverage caterer, the caterer's license number, and the date, address and time of the event. No permit fee shall be charged for the alcoholic beverage caterers licensed by the city. For caterers licensed by jurisdictions other than College Park, a fee of fifty dollars (\$50.00) per event permit shall be charged. No permit shall be issued to any person under this section who does not hold an alcoholic beverage caterer's license from a local jurisdiction in the State of Georgia. The permit shall be kept in the vehicle used to transport alcoholic beverage to the event at all times during which the permit is in effect.
- (d) Caterers licensed by a jurisdiction other than College Park shall maintain a record of all alcoholic beverages transported into the city for the event, and shall pay an excise tax to the city covering all such beverages at the rates provided by Article V of this chapter. Failure to report and remit the tax within seven (7) days of the conclusion of the event shall be grounds for denial of subsequent permits to that caterer for similar events.
- (e) Caterers licensed by College Park shall maintain a record of all alcoholic beverages transported for each event, by event, and shall make report and remittance of such taxes with their regular monthly reports to the city.
- (f) No alcoholic beverages shall be transported, distributed or sold to other than licensed locations in the city, except to authorized catered functions, unless otherwise authorized by this chapter or by state law.
- (g) The hours and days of sale or distribution of alcoholic beverages under this section shall be the same as provided for sale by the drink.
- (h) No licensed alcoholic beverage caterer shall employ any person under eighteen (18) years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.
- (i) As a condition of permit issuance, alcoholic beverage caterers licensed by jurisdictions other than College Park shall be provided a copy of the city's alcoholic beverages ordinances, and shall indicate, by signature, that they have received such ordinances and acknowledge the applicability of such ordinances to their operations.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, § 5, 5-17-10)

Sec. 3-86. - Hotel in-room service.

Licenses obtained by hotels shall include the right to serve alcoholic beverages by the drink to registered guests in their hotel rooms as well as to deliver alcoholic beverages in unbroken and/or unopened packages to registered guests' rooms when such beverages have been ordered by such guests and/or to provide a cabinet or other facility in a hotel guest's room which contains alcoholic beverages for which licensed, and which is provided upon written request of the guest, and which is accessible by lock and key only to the guest, and for which the sale of the alcoholic beverages contained therein is final at the time requested, except for a credit which may be given to the guest for any unused and unopened portion. Additionally, a hotel shall be entitled to sell alcoholic beverages by the drink to registered guests in unbroken and/or unopened packages at the

hotel's front desk, gift shop or similar sundry goods shop. All alcoholic beverages sold or distributed under this section shall be obtained by the hotel directly from a licensed wholesaler or distributor and shall be stored on the premises of the hotel until sold or served.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2011-18, § 2, 8-1-11)

Sec. 3-87. - Maintenance of premises; improper conduct; nudity.

- (a) All licensed premises shall be kept clean and in proper sanitary condition and in full compliance with provisions and regulations of the city, county and state governing the conditions of premises used for the storage and sale of food for human consumption.
- (b) For purposes of this section:
 - (1) *Alcoholic beverage establishment* shall mean any eating establishment or lounge holding a license under this chapter for the sale of alcoholic beverages for consumption on the premises.
 - (2) *Substantially nude* shall mean dressed or undressed in a manner so as to plainly expose to view any portion of a male's or female's pubic hair, anus, cleft of the buttocks, vulva, or genitals, or any portion of the female breasts below the top of the areola.
- (c) ~~(1)~~ No person shall appear substantially nude in any alcoholic beverage establishment or in advertisements for events held at an alcoholic beverage establishment, and no owner or manager of an alcoholic beverage establishment shall permit any person to appear substantially nude on the licensed premises.
 - (2) No owner or manager of an alcoholic beverage establishment shall permit any person to perform acts of, or acts which constitute or simulate:
 - a. Sexual intercourse, masturbation, sodomy, bestiality, oral copulation, or any sexual acts which are prohibited by law.
 - b. The touching, caressing or fondling of the breast, buttocks, anus or genitals; provided that random acts of patrons or employees, whose actions do not constitute actions taken pursuant to encouragement or acquiescence of the management of the establishment and are not for the purposes of entertainment, promotion, publicity, or notoriety shall not constitute violations of this section.
- (d) The restrictions of subsection (c) shall apply only to persons physically present on the licensed premises, and shall apply regardless of whether such persons are categorized as owners, agents, employees, patrons, independent contractors or otherwise.
- (e) In addition to prosecution of any person for violation of this section, the business license of any premises upon which a violation of this section occurs shall be subject to suspension or revocation. Any such revocation or suspension action shall follow the procedures outlined in section 3-46 of the City Code of Ordinances. Any conviction or plea of guilty or nolo contendere in the city court to a charge of violation of this section shall be admissible in a license suspension or revocation proceeding.
- (f) Should any provision of this section be found to be unconstitutional or otherwise illegal and unenforceable, it is the intent and desire of the Mayor and City Council that such portion be

stricken from this Code and that the remaining portions remain in full force and effect and enforceable as otherwise allowed by law.

(Ord. No. 93-5, § 1, 4-19-93)

Secs. 3-88—3-100. - Reserved.

ARTICLE V. - EXCISE TAXES

Sec. 3-101. - Excise tax on distilled spirits sales.

There is hereby imposed and levied an excise tax upon the wholesale or retail package sale of distilled spirits. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter, and a proportionate tax at the same rate on all fractional parts of a liter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 4, 11-5-01)

Sec. 3-102. - Levy on wine sales.

There is hereby imposed and levied an excise tax upon the first sale or use of wine by the package. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter, and a proportionate tax at the same rate on all fractional parts of a liter.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2001-37, § 5, 11-5-01)

Sec. 3-103. - Levy on malt beverage sales.

There is hereby imposed and levied upon wholesale dealers engaged in the city in the business of selling malt beverages an excise tax on malt beverages to be based, computed and collected as follows:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of six dollars (\$6.00) on each container sold containing not more than fifteen and one-half (15½) gallons and a proportionate tax at the same rate on all fractional parts of fifteen and one-half (15½) gallons.
- (2) Where malt beverages are sold in bottles, cans, or other containers, except barrel or bulk containers, a tax of five cents (\$0.05) per twelve (12) ounces and a proportionate tax at the same rate on all fractional parts of twelve (12) ounces.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-104. - Dealers required to collect; monthly reports.

Wholesale dealers in alcoholic beverages are hereby required to remit the taxes imposed in sections 3-101 through 3-103. Wholesale dealers and distributors of said products shall make reports to the city clerk on or before the tenth day of the month next succeeding the calendar month of the total gallons of such products sold or distributed within the city limits during the previous

month, and shall accompany the report with payment of the tax due at the above rate based upon the quantities of such product so sold the previous month. Each monthly report shall be accompanied by a sworn statement that the report is a true and correct report of all sales and shipments made within the city. Reports shall include all sales to any retail dealer in the city and street addresses of said retail dealers, whether delivered to the retail dealer's place of business in the city or elsewhere for resale in the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-105. - Sales by the drink—Levy of tax.

There is hereby imposed and levied upon every sale of an alcoholic beverage purchased by the drink in the city a tax in the amount of three (3) percent of the purchase price of said beverage.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-106. - Same—Itemized billing by licensee; liability for payment.

Every licensee licensed for the sale of alcoholic beverages by the drink operating a place of business in the city, shall, at the time of collecting for food and drinks served, give to the purchaser a receipt on which the price of alcoholic beverages served shall be itemized separately. Where the charges for food and drink are satisfied by credit or deferred payment, the payment of the tax to the licensee may be deferred in a like manner; however, the licensee shall be liable therefor at the time and to the extent that such credits are incurred.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-107. - Same—Collection; information to city.

Every licensee or licensee's agent is hereby authorized and directed to collect the tax herein imposed from purchasers of alcoholic beverages by the drink sold under the license. Such licensee or agent shall furnish such information as may be requested by the city to facilitate the collection of this tax.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-108. - Same—Payment; collection fee.

- (a) *Due date.* All taxes collected by any licensee or agent hereunder shall be due and payable to the city monthly on or before the twentieth day of every month next succeeding each respective monthly period, as set forth herein. Returns postmarked on or before said due date shall be accepted as paid on time.
- (b) *Return; time of filing, persons required to file, execution.* On or before the twentieth day of the month following each monthly period, a return for the preceding monthly period shall be filed with the city clerk in such form as the city may prescribe by every licensee or agent liable for the payment of tax hereunder.

- (c) *Contents of return.* All returns shall show the gross receipts from the sale of alcoholic beverages by the drink, amount of tax collected or authorized due for the related period, and such other information as may be required by the city.
- (d) *Delivery of return and remittance.* The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due to the city clerk, City Hall, 3667 Main Street, College Park, Georgia 30337.
- (e) *Collection fee allowed operators.* Operators collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if said amount is not delinquent at the time of payment. In the event that any operator collecting the tax is delinquent for any period of time, such operator shall not be entitled to the collection fee authorized under this section. The rate of the deduction shall be the same rate authorized for deductions from state tax under Chapter 8 of Title 48, O.C.G.A., as amended.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, §§ 6, 7, 5-17-10)

Sec. 3-109. - Same—Deficiency determinations.

- (a) *Recomputation; authority to make, basis.* If the city clerk is not satisfied with any return of the tax or the amount of the tax required to be paid to the city by any person, the clerk may compute and determine the amount required to be paid upon the basis of any information within the clerk's possession or that may come into such clerk's possession. One (1) or more than one (1) deficiency determination may be made of the amount due for one (1) or more than one (1) monthly period.
- (b) *Interest on deficiency.* The amount of the determination, exclusive of penalties, shall bear interest at the rate of ~~one (1) per cent per month, or fraction thereof~~ set forth in O.C.G.A. § 48-2-40, from the twentieth day after the close of the monthly period for which the amount or any portion thereof should have been returned, until the date of payment.
- (c) *Offsetting of overpayments.* In making a determination the city clerk may offset overpayments for a period or periods, against underpayments for another period or periods, against penalties, and against the interest on underpayments. The interest on underpayments shall be computed in the manner set forth in section 3-110(c).
- (d) *Penalty for negligence or disregard of rules and regulations.* If any part of the deficiency for which a deficiency determination has been made is due to gross negligence or disregard of rules and regulations, a penalty of fifteen (15) per cent of the amount of such deficiency shall be added thereto.
- (e) *Penalty for fraud or intent to evade.* If any part of the deficiency for which a deficiency determination is made due to fraud or an intent to evade any provision of this article or other authorized rules and regulations, a penalty of twenty-five (25) per cent of the deficiency shall be added thereto.
- (f) *Notice of city clerk's determination; service of.* The city clerk, or the clerk's designated representative, shall give to the licensee written notice of the clerk's determination. The notice may be served personally or by mail; if by mail such service shall be addressed to the licensee at licensee's address as it appears in the records of the city clerk. In the case of service by mail

of any notice required by this article, the service is complete at the time of deposit in the United States post office.

- (g) *Time within such notice of deficiency determination to be mailed.* Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-110. - Same—Determination if no return made.

- (a) *Estimate of gross receipts.* If any licensee fails to make a return, the city clerk shall make an estimate of the amount of the gross receipts of the licensee, or as the case may be, of the amount of the total sales in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the licensee failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk. Upon the basis of this estimate, the city clerk shall compute and determine the amount required to be paid to the city, adding to the sum thus determined a penalty equal to fifteen (15) ~~per cent~~percent thereof. One (1) or more determinations may be made for one (1) or for more than one (1) period.
- (b) *Manner of computation; offsets; interest.* In making a determination, the city clerk may offset overpayments for a period or periods, against penalties and the interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in subsection (c) hereof.
- (c) *Interest on amount found due.* The amount of the determination, exclusive of penalties, shall bear interest at the rate ~~of one (1) per cent per month, or fraction thereof~~set forth in O.C.G.A. § 48-2-40, from the twentieth day of the month following the monthly period, for which the amount or portion thereof should have been returned, until the date of payment.
- (d) *Payment for fraud or intent to evade.* If the failure of any person to file a return is due to fraud or an intent to evade this article or rules and regulations, a penalty of twenty-five (25) ~~per cent~~percent of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the fifteen (15) ~~per cent~~percent penalty provided in section 3-111.
- (e) *Giving of notice; manner of service.* Promptly after making the determination, the city clerk shall give the person written notice to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-111. - Same—Penalties and interest for failure to pay tax.

- (a) Any person who fails to pay the tax herein imposed to the city, within the time required, shall pay a penalty of fifteen (15) percent of the tax, in addition to the tax, plus interest on the unpaid tax or any portion thereof as set forth in subsection 3-110(c).
- (b) Upon payment of any delinquent taxes, the payment shall first be applied to the penalty and any interest due. The remainder of any payment shall then be applied to the tax.
- (c) Any person who fails to pay the tax herein imposed by the city and who remains delinquent in such payment for a period in excess of ninety (90) days shall be cited for violating the provisions of this chapter, and such nonpayment of taxes shall be reported to the state.

(Ord. No. 93-5, § 1, 4-19-93; Ord. No. 2010-07, § 8, 5-17-10)

Sec. 3-112. - Same—Collection of delinquent tax by city; duty of assignees to withhold taxes; liability; offsetting erroneous collections.

- (a) *Action for tax; time for.* At any time within three (3) years after any tax becomes due and payable, and at any time within three (3) years after the delinquency of any tax, the city may bring an action in the courts of this state, or any other state, or of the United States, to collect the amount delinquent, together with penalties and interest, court fees, filing fees, attorneys' fees, and other legal fees incident thereto.
- (b) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any licensee liable for any amount under this article sells out such business or quits the business, such licensee's successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the city clerk showing that such licensee has paid the tax, or a certificate stating that no amount is due.
- (c) *Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability.* If the purchaser of a business fails to withhold the necessary amount from the purchase price as heretofore required, such purchaser becomes personally liable for the payment of the amount required to be withheld to the extent of the purchase price, valued in money. Within thirty (30) days after receiving a written request from the purchaser for a certificate, the city clerk shall either issue the certificate or mail notice to the purchaser at the purchaser's address as it appears on the records of the city of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall begin at the time the licensee sells the business or at the time that the determination against the licensee becomes final, whichever event occurs the later.
- (d) *Tax credit, penalty or interest paid more than once, or illegally collected.* Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city under this article, it may be offset as provided in section 3-109. If the licensee determines that such licensee has overpaid or paid more than once, which fact has not been determined by the city clerk, such licensee will have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which claim is founded. The claim shall be audited. If the claim is approved by the city, the excess amount paid to the city may be credited on any amounts then due and payable from the licensee by whom it was paid, or such licensee's administrators or executors.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-113. - Same—Administration; enforcement; rules; records; confidentiality of reports.

- (a) *Authority of city clerk.* The city clerk shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.
- (b) *Rules and regulations.* The city clerk shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of the city and the state, or the constitution of this state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes hereunder.
- (c) *Records required from licensee; form.* Every licensee for the sale of alcoholic beverages by the drink in the city shall keep such records, receipts, invoices and other pertinent papers in such form as the city clerk may require.
- (d) *Examination of records; audits.* The city clerk or any person authorized in writing by the city may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid. The city clerk or any person authorized in writing by the city may also examine such records to ascertain or determine whether such licensee remains eligible for such license based on an annual percentage of gross food and/or alcoholic beverage sales or other applicable revenue producing sales. In the event an audit reveals that a licensee is no longer eligible to the license under which it had been authorized to operate and sales substantially deviate from the required percentage of annual sales under this chapter, the evidence and conclusions contained in the audit shall constitute due cause for the suspension, revocation, or denial of the licensee's license to sell alcoholic beverages.
- (e) *Authority to require reports; contents.* In the administration of the provisions of this article, the city clerk may require the filing of reports by any person or class of persons having in any of such persons' possession or custody, information relating to sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the city clerk and shall set forth the price charged for each sale, the dates of sales, and such other information as the city clerk may require.
- (f) *Disclosure of business of operators, etc.; limitation on rule.* The city clerk, or any person having an administrative duty under this article, shall not make known in any manner the business affairs, operations or information obtained by an audit of books, papers, records, financial reports, equipment or other facilities of any licensee or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person not having such administrative duty under this article, except in the case of judicial proceeding or other proceedings necessary to collect the tax hereby levied and assessed. Successors, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, upon satisfactory proof of interest, may be given information as to the items included in the measure and amounts of unpaid tax, interest and penalties.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-114. - Additional to other taxes.

Excise taxes imposed by this article shall be in addition to any other taxes on licenses now imposed against such dealers.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-115. - Failure to make reports or collect taxes.

If any manufacturer or holder of a license fails or refuses to make reports required in this chapter and to collect and transmit taxes to the city, the city shall notify that party in writing, and if the report is not made within five (5) days after the date of the notice, or the taxes not remitted, the city may withdraw from the wholesale dealer or license holder, the privilege of doing business in the city.

(Ord. No. 93-5, § 1, 4-19-93)

Sec. 3-116. - Reserved.

Sec. 3-117. - Sale of distilled spirits at a private club.

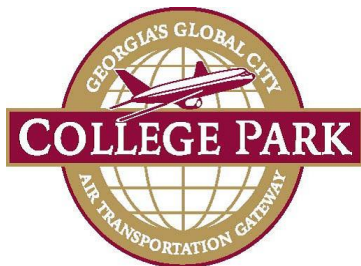
There is hereby imposed and levied an excise tax upon the sale of distilled spirits by private clubs. The amount of such excise tax shall be computed on the basis of twenty-two cents (\$0.22) per liter.

(Ord. No. 2001-37, § 7, 11-5-01)

Sec. 3-118. - Sale of mixed drinks at a private club.

There is hereby imposed and levied an excise tax upon the sale of mixed drinks by private clubs. The amount of such excise tax shall be three (3) ~~per cent~~percent of the sale price.

(Ord. No. 2001-37, § 8, 11-5-01)



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9250

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

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

RE: Quarterly Discretionary Balance Report

PURPOSE: To provide a monthly report of discretionary balances for the Mayor and each City Council Member. This report will be provided the 2nd City Council meeting of every month. See attachments.

Thank you.

ATTACHMENTS:

- 3. September 2021 M&C Mnthly Discretionary Analysis (PDF)
- 3. September 2021 M&C Mnthly Conv-Meetings (PDF)

Review:

- Althea Philord-Bradley Completed 11/10/2021 12:03 AM
- Sonya Harold Completed 11/10/2021 8:14 AM
- Mercedes Miller Completed 11/10/2021 9:21 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

Department of Finance and Accounting
Mayor's Discretionary Balance
as of September 30, 2021

Account 100-1300-53-7185

Discretionary Allowance-Mayor

		FY 2021-22	
Dates	Revenue		
Jul-21	Adopted	\$	5,000.00
Total			\$ 5,000.00

		FY 2021-22	
Dates	Expenses		
Jul-21	Discretionary	\$	151.00
Aug-21	Discretionary		164.67
Sep-21	Discretionary		51.99
Oct-21	Discretionary		
Nov-21	Discretionary		
Dec-21	Discretionary		
Jan-22	Discretionary		
Feb-22	Discretionary		
Mar-22	Discretionary		
Apr-22	Discretionary		
May-22	Discretionary		
Jun-22	Discretionary		
Total			\$ 367.66

Balance From Mayoral Scholarship		48,447.26
Balance		\$ 53,079.60

**CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2021 - To Date: 9/30/2021**

G/L Account Number: 100 1300 53 7185 Discretionary Allowance						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Type</u>	<u>Number</u>	<u>Amount</u>
7/16/2021	Chick Fil-a	To Expense SunTrust CC	7/29/2021	CC		\$55.00
7/16/2021	SQ- Drip-Thru Coffee	To Expense SunTrust CC	7/29/2021	CC		96.00
July 2021 Total:						\$151.00
8/16/2021	Chick Fil-a	To Expense SunTrust CC	8/26/2021	CC		54.67
	Chick Fil-a	To Expense SunTrust CC	8/26/2021	CC		55.00
	Chick Fil-a	To Expense SunTrust CC	8/26/2021	CC		55.00
August 2021 Total						\$164.67
9/16/2021	Mail Chimp	To Expense SunTrust CC	9/23/2021			51.99
September 2021 Total						\$51.99
Account Total:Discretionary Allowance						\$367.66
Mayor						

Department of Finance and Accounting
Ward 1
Discretionary Balance
as of September 30, 2021

Account : 100-1100-53-7181

Discretionary Allowance-Ward 1

		FY 2021-22	
Dates	Revenue		
Jul-21 Adopted		\$	5,000.00
	Total		\$ 5,000.00

		FY 2020-21	
Dates	Expenses		
Jul-21 Discretionary		\$	147.41
Aug-21 Discretionary			-
Sep-21 Discretionary			-
Oct-21 Discretionary			-
Nov-21 Discretionary			-
Dec-21 Discretionary			-
Jan-22 Discretionary			-
Feb-22 Discretionary			-
Mar-22 Discretionary			-
Apr-22 Discretionary			-
May-22 Discretionary			-
Jun-22 Discretionary			-
	Total		\$ 147.41
	Balance		\$ 4,852.59

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 07/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 53 7181 Discretionary Allowance 1						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/2/2021	Breakfast Boys	Lunch with Rep. Schofield	7/2/2021	CC		\$ 53.47
7/27/2021	Reimbursement - Clay	Lunch w/ FAA Tracon & Mileage	8/12/2021	Check	225206	\$ 93.94
						July 2021 Total: \$ 147.41
						August 2021 Total: \$ -
						September 2021 Total: \$ -
Account Total:Discretionary Allowance 1						\$147.41

Department of Finance and Accounting
Ward 2
Discretionary Balance
as of September 30, 2021

Account : 100-1100-53-7182

Discretionary Allowance-Ward 2

		FY 2021-22	
Dates	Revenue		
Jul-21 Adopted		\$ 5,000.00	
	Total		\$ 5,000.00
		FY 2020-21	
Dates	Expenses		
Jul-21 Discretionary		\$ -	
Aug-21 Discretionary		495.00	
Sep-21 Discretionary		140.00	
Oct-21 Discretionary		-	
Nov-21 Discretionary		-	
Dec-21 Discretionary		-	
Jan-22 Discretionary		-	
Feb-22 Discretionary		-	
Mar-22 Discretionary		-	
Apr-22 Discretionary		-	
May-22 Discretionary		-	
Jun-22 Discretionary		-	
	Total		\$ 635.00
	Balance		\$ 4,365.00

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 07/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 53 7182 Discretionary Allowance 2						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
8/5/2021	Knowledge Design	Shirts	9/9/2021	Check	225644	\$245.00
8/16/2021	Walmart	To Expense SunTrust CC	8/26/2021	CC		250.00
					August 2021	\$495.00
					Total:	
9/16/2021	Walmart	To Expense SunTrust CC	9/23/2021	CC		140.00
					September	\$140.00
					2021 Total:	
Account Total:Discretionary Allowance 2						\$635.00

Department of Finance and Accounting
Ward 3
Discretionary Balance
as of September 30, 2021

Discretionary Allowance-Ward 3

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
	Total		\$ 5,000.00

Dates	Expenses	FY 2021-22	
Jul-21 Discretionary		\$	-
Aug-21 Discretionary			-
Sep-21 Discretionary			-
Oct-21 Discretionary			-
Nov-21 Discretionary			-
Dec-21 Discretionary			-
Jan-22 Discretionary			-
Feb-22 Discretionary			-
Mar-22 Discretionary			-
Apr-22 Discretionary			-
May-22 Discretionary			-
Jun-22 Discretionary			-
	Total		\$ -
	Balance		<u>\$ 5,000.00</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 53 7183 Discretionary Allowance 3						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
Account Total:Discretionary Allowance 3						\$0.00

Department of Finance and Accounting
Ward 4
Discretionary Balance
as of September 30, 2021

Account : 100-1100-53-7184

Discretionary Allowance-Ward 4

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
Carryforward Balance from FY2021			<u>(1,536.00) *</u>
	Total		\$ 3,464.00

Dates	Expenses	FY 2021-22	
Jul-21 Discretionary		\$	655.00
Aug-21 Discretionary			1,375.00
Sep-21 Discretionary			360.00
Oct-21 Discretionary			
Nov-21 Discretionary			
Dec-21 Discretionary			
Jan-22 Discretionary			-
Feb-22 Discretionary			-
Mar-22 Discretionary			-
Apr-22 Discretionary			-
May-22 Discretionary			-
Jun-22 Discretionary			-
	Total		\$ 2,390.00
	Balance		<u>\$ 1,074.00</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2021 - To Date:9/30/2021

G/L Account Number: 100 1100 53 7184 Discretionary Allowance 4

<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention - Spouse	7/1/2021	Credit Card		\$135.00
7/16/2021	MEAG Conference	2021 Annual Conference - Spouse	7/16/2021	Credit Card		\$220.00
7/30/2021	Right Sales & Signs	2 Splash Pad Signs	8/20/2021	Check		300.00
July 2021 Total:						\$655.00
8/10/2021	Right Sales & Signs	Zoom Town Hall Meetings				\$400.00
8/18/2021	Right Sales & Signs	SPLASH Pad Banner				975.00
August 2021 Total:						\$1,375.00
9/14/2021	Right Sales & Signs	Digital Signs	10/21/2021	EFT	4614	360.00
September 2021 Total:						\$360.00
Account Total:Discretionary Allowance 4						\$2,390.00

Department of Finance and Accounting
Mayor's
Convention/Meetings (Travel)
Balance
as of August 31, 2021

Account 100-1300-52-6236

Convention/Meetings (Travel) Allowance-Mayor

		FY 2021-22	
Dates	Revenue		
Jul-21	Adopted	\$	10,000.00
Total		\$	10,000.00

		FY 2021-22	
Dates	Expenses		
Jul-21	Convention/Meetings (Travel)	\$	2,442.00
Aug-21	Convention/Meetings (Travel)	\$	2,698.30
Sep-21	Convention/Meetings (Travel)		-
Oct-21	Convention/Meetings (Travel)		-
Nov-21	Convention/Meetings (Travel)		-
Dec-21	Convention/Meetings (Travel)		-
Jan-22	Convention/Meetings (Travel)		-
Feb-22	Convention/Meetings (Travel)		-
Mar-22	Convention/Meetings (Travel)		-
Apr-22	Convention/Meetings (Travel)		-
May-22	Convention/Meetings (Travel)		-
Jun-22	Convention/Meetings (Travel)		-
Total		\$	5,140.30
Balance		\$	4,859.70

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2021- To Date: 9/30/2021

G/L Account Number: 100 1300 52 6236 Convention/Meetings Mayor

<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention	6/3/2021	CC	\$1,150.00
7/13/2021	GMA	2021 Annual Convention	7/13/2021	CC	700.00
7/14/2021	THE RITZ CARLTON	To Expense SunTrust Credit Card Charges	7/14/2021	CC	592.00
7/26/2021	GREAT WOLF LOG	2021 Annual Convention	8/16/2021	CC	130.35
July 2021 Total:					\$2,442.00
8/4/2021	NATIONAL LEAGUE	NLC CITY SUMMIT	8/16/2021	CC	1,115.00
8/11/2021	MARRIOTT SAVANNAH RIVER	2021 Annual Convention	8/16/2021	CC	1,033.30
8/17/2021	GMA	2021 Annual Convention	9/23/2021	CC	550.00
August 2021 Total:					\$2,698.30
September 2021 Total:					\$0.00
Account Total: Convention/Meetings Mayor					\$5,140.30

**Department of Finance and Accounting
Ward 1
Convention/Meetings (Travel)
Balance
as of August 31, 2021**

Account 100-1100-52-6235

Convention/Meetings (Travel) Allowance-Ward 1

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
	Total		\$ 5,000.00

Dates	Expenses	FY 2021-22	
Jul-21 Convention/Meetings (Travel)		\$	735.00
Aug-21 Convention/Meetings (Travel)			-
Sep-21 Convention/Meetings (Travel)			-
Oct-21 Convention/Meetings (Travel)			-
Nov-21 Convention/Meetings (Travel)			-
Dec-21 Convention/Meetings (Travel)			-
Jan-22 Convention/Meetings (Travel)			-
Feb-22 Convention/Meetings (Travel)			-
Mar-22 Convention/Meetings (Travel)			-
Apr-22 Convention/Meetings (Travel)			-
May-22 Convention/Meetings (Travel)			-
Jun-22 Convention/Meetings (Travel)			-
	Total		\$ 735.00
	Balance		<u>\$ 4,265.00</u>

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 52 6235 Convention/ Meetings Ward 1						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention	6/3/2021	CC		735.00
					July 2021 Total:	735.00
					August 2021 Total:	-
					September 2021 Total:	-
					Convention/ Meetings Ward 1	735.00

Department of Finance and Accounting
Ward 2
Convention/Meetings (Travel)
Balance
as of August 31, 2021

Account 100-1100-52-6232

Convention/Meetings (Travel) Allowance-Ward 2

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
	Total	\$	5,000.00

Dates	Expenses	FY 2021-22	
Jul-21 Convention/Meetings (Travel)		\$	780.30
Aug-21 Convention/Meetings (Travel)			1,166.38
Sep-21 Convention/Meetings (Travel)			-
Oct-21 Convention/Meetings (Travel)			-
Nov-21 Convention/Meetings (Travel)			-
Dec-21 Convention/Meetings (Travel)			-
Jan-22 Convention/Meetings (Travel)			-
Feb-22 Convention/Meetings (Travel)			-
Mar-22 Convention/Meetings (Travel)			-
Apr-22 Convention/Meetings (Travel)			-
May-22 Convention/Meetings (Travel)			-
Jun-22 Convention/Meetings (Travel)			-
	Total	\$	1,946.68
	Balance	\$	3,053.32

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 52 6232 Convention/ Meetings Ward 2						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention	7/1/2021	CC		425.00
7/23/2021	DERRICK TAYLOR	GMA PER DIEM	7/29/2021	Check	225140	355.30
July 2021 Total:						780.30
8/16/2021	THE KIMPTON HOTEL	GMA 2021 ANNUAL CONVENTION	8/26/2021	CC		903.88
8/16/2021	ENTERPRISE RENT A CAR	GMA 2021 ANNUAL CONVENTION	10/21/2021	Check	226148	262.50
August 2021 Total:						1,166.38
September 2021 Total:						-
Convention/ Meetings Ward 2						1,946.68

**Department of Finance and Accounting
Ward 3
Conventions/Meetings (Travel)
Balance
as of August 31, 2021**

Account 100-1100-52-6233

Convention/Meetings (Travel) Allowance-Ward 3

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
	Total	<hr style="width: 100%; border: 1px solid black;"/>	\$ 5,000.00

Dates	Expenses	FY 2021-22	
Jul-21 Convention/Meetings (Travel)		\$	940.30
Aug-21 Convention/Meetings (Travel)			-
Sep-21 Convention/Meetings (Travel)			-
Oct-21 Convention/Meetings (Travel)			-
Nov-21 Convention/Meetings (Travel)			-
Dec-21 Convention/Meetings (Travel)			-
Jan-22 Convention/Meetings (Travel)			-
Feb-22 Convention/Meetings (Travel)			-
Mar-22 Convention/Meetings (Travel)			-
Apr-22 Convention/Meetings (Travel)			-
May-22 Convention/Meetings (Travel)			-
Jun-22 Convention/Meetings (Travel)			-
	Total	\$	940.30
	Balance	<hr style="width: 100%; border: 1px solid black;"/> \$ <hr style="width: 100%; border: 1px solid black;"/>	4,059.70

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 7/1/2021 - To Date: 9/30/2021

G/L Account Number: 100 1100 52 6233 Convention/ Meetings Ward 3

<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention	7/1/2021	CC		585.00
7/23/2021	KEN ALLEN	GMA PRE DEIM	7/29/2021	Check	225059	355.30
July 2021 Total:						940.30
August 2021 Total:						-
September 2021 Total:						-
Account Total: Convention/Meetings						\$940.30

Department of Finance and Accounting
Ward 4
Convention/Meetings (Travel)
Balance
as of August 31, 2021

Account 100-1100-52-6234

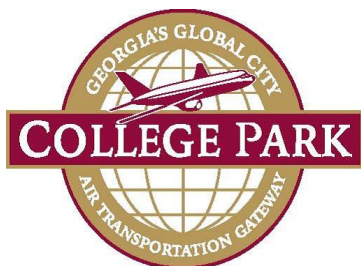
Convention/Meetings (Travel) Allowance-Ward 4

Dates	Revenue	FY 2021-22	
Jul-21 Adopted		\$	5,000.00
	Total	\$	5,000.00

Dates	Expenses	FY 2021-22	
Jul-21 Convention/Meetings (Travel)		\$	1,916.60
Aug-21 Convention/Meetings (Travel)		\$	590.91
Sep-21 Convention/Meetings (Travel)			-
Oct-21 Convention/Meetings (Travel)			-
Nov-21 Convention/Meetings (Travel)			-
Dec-21 Convention/Meetings (Travel)			-
Jan-22 Convention/Meetings (Travel)			-
Feb-22 Convention/Meetings (Travel)			-
Mar-22 Convention/Meetings (Travel)			-
Apr-22 Convention/Meetings (Travel)			-
May-22 Convention/Meetings (Travel)			-
Jun-22 Convention/Meetings (Travel)			-
	Total	\$	2,507.51
	Balance	\$	2,492.49

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 7/1/2021- To Date: 9/30/2021

G/L Account Number: 100 1100 52 6234 Convention/Meetings Ward 4						
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>
7/1/2021	GMA	2021 Annual Convention	7/1/2021	Check	224926	219.30
7/1/2021	GMA	2021 Annual Convention	6/8/2021	CC		425.00
7/1/2021	PAYPAL MUNICIPALEL	2021 MEGA Convention	7/29/2021	CC		325.00
7/14/2021	THE RITZ CARLTON	To Expense SunTrust Credit Card Charges	7/14/2021	CC		592.00
7/23/2021	RODERICK GAY	GMA PER DIEM	7/29/2021	Check	225091	355.30
July 2021 Total:						1,916.60
8/16/2021	THE KIMPTON BRICE HOTEL	GMA 2021 Annual Convention	8/26/2021	CC		590.91
August 2021 Total:						590.91
September 2021 Total:						-
Account Total: Convention/Meetings Ward 4						\$2,507.51



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9244

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

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

RE: College Park Utility Assistant Grant Program Update

As of November 8, 2021, the overall progress status of the College Park CARES Utility Assistance Grants are as follows:

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

Approx. Amount of the Utility Assistance Grant expended (excluding current admin cost) : \$588,217.00

- **Overall (Phase 1 + Phase 2) Approved to-date:** 399
- **Overall Denied Applications to-date:** 395
- **Overall Number of Applications Received including Customer Service Referrals as of October 12, 2021:** **798**

II. Customer Service Referred Applicants

Since January 25, 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 Phase II application process was initially re-opened from April 9, 2021, to May 21, 2021 but was extended until all CDBG-CV funds are dispersed.

Number of Phase II <u>New Applications</u> received:	375
Number of Phase I applications transferred to Phase II:	22
Total Phase 2 number(approx.) =	397

Total Number of Phase II Finalized Approved:	219
Total Number of Phase II Denied:	174
Total Number of Phase II Pending:	04

Expenditures:

Thus far, 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. The CARES funds from both CDBG-CV contracts are on track to be fully exhausted by *the end of November*. A 3rd invoice is in the process of being submitted and will exhaust the \$500,000 funds for Contract 1. Remaining funds to be awarded will be rolled over and dispersed from Contract #2 (\$110,000 CARES funds). Contract #2 will also be exhausted by the end of this month.

IV. Phase II College Park CARES Utility Assistance Grant: Guidelines & Procedures

As of October 1, 2021, The College Park CARES Utility Assistance Grant department suspended Customer Contact Form submission. However, the Utility Assistance Grant application appointment schedule re-opened, Thurs. October 21st, for the customers who submitted a Customer Contact Form by October 1, 2021 to come in and complete the application process.

Pending customers have been notified that they should prepare to have their past due balances paid in full by December 3, 2021, if they do not qualify to receive the remaining utility assistance funds.

Resources for Utility Customers:

Please refer customers in need of assistance to the Utility Assistance webpage on the City's website. They will be able to access the links for rental/utility assistance programs for both Fulton and Clayton County.

For Clayton County:

[<https://relief.claytoncountyga.gov/>](https://relief.claytoncountyga.gov/)

For Fulton County:

<https://www.dca.ga.gov/contact>

For Seniors (65 & up starting Nov 1st):

<https://faca.org/liheap>

V. Ineligibility

The following are examples of customers who are ineligible:

- *Previously awarded utility customers (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 account holder or the account holder is deceased.*
- *Customers with an inactive/closed utility account with a past due balance.*
- *Customers who move out of the residence associated with the utility account address for which they received a grant award. Grant monies are non-transferrable to their new account and are non-refundable.*
- *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.*
- *Customers who do not present all of the required documents as requested.*

VI. Acceptable Income Verification Document:

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. Applicants may submit their current Social Security Award Letters as an income verification document.

VII. Final Appointments

The last group of applicants with appointments to apply for the College Park CARES Utility Assistance Grant were seen on November 3, 2021. This concludes the application process as all eligible applicants have been offered an appointment time and were seen if they kept their initial appointment or their rescheduled appointment.

We received 37 approved applications on November 8, 2021 and only have 4 pending applications from seniors in need of.

ATTACHMENTS:

- Grant Progress Memo Nov8 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 11/09/2021 11:31 PM
- Sonya Harold Completed 11/10/2021 8:18 AM
- Mercedes Miller Completed 11/10/2021 9:21 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM



CITY OF COLLEGE PARK

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

November 8, 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 11/8/2021

As of November 8, 2021, the overall progress status of the College Park CARES Utility Assistance Grants are as follows:

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

*Approx. Amount of the Utility Assistance Grant expended (excluding current admin cost) : **\$588,217.00***

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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: 9245

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

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

RE: 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 November 4th, 2021, the City has collected 97% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: November 15, 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 11042021 (PDF)

Review:

- Althea Philord-Bradley Completed 11/09/2021 11:19 PM
- Sonya Harold Completed 11/10/2021 8:15 AM
- Mercedes Miller Completed 11/10/2021 9:21 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of November 4, 2021**

<u>Lien</u>	<u>Taxpayer Name</u>	<u>Property Address</u>	<u>Business Name If Known</u>	<u>Amount</u>	<u>District - Tax Type</u>	<u>Additional Comments</u>	<u>Tax Years</u>
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 111,605.90	Fulton - Real & Personal	Official Bankruptcy claim. 10/19/21 was deadline to approve /reject Debtor's repayment plan for all its secured/unsecured creditors.	2020
Y	ExpressJet	0 Candler Way		\$ 74,349.69	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	\$ 4,615.60	Fulton - Personal	8/19/21 Identified Owner and new mailing addresses. Sending out statements and calling place of business. Working account.	2019-2020
Y	Uncle Maddios Pizza	Hartsfield ConcT		\$ 3,367.53	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
	Olalude Victor	2465 Roosevelt Ave		\$ 1,208.68	Fulton - Real	10/7/21 Acquired the name firm that purchased the Tax Fifas a week before our Notice of Levy was recorded from Fulton Tax Commissioner's Office - I'll reach out to them, see if I can get payment	2020
	Comcast Cable Communications	College Park Various		\$ 1,096.54	Fulton - Personal	Balances are from Valuation Changes by Assessor , due date was Beginning of Sept. I'll research a Corp phone to call to follow up	2019-2020
Y	Cozumel The Mexican Cantina	5098 Old National Hwy		\$ 1,017.94	Fulton - Personal	10/15/21 Located owner's address and phone #. Mailing statement and calling	2020
	Jones Derek	3547 Lee St		989.41	Fulton - Real	10/18/21 Left message, emailed and resent statements to 2 different addresses. Supplemental taxes	2020
Y	Primeflight Aviation Services	1626 Virginia Ave		\$ 795.04	Fulton - Personal	10/4/21 Business acquired by another firm. Claim no longer at location - I'll research through Code Enforcement & Business License.	2020
	Carolina Handling LLC	Various		\$ 685.93	Fulton - Personal	Re-sent statements.Reseaching best contact #	2020
				<u>\$ 199,732.26</u>			

Represents Lien filed against account.

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 25,168.22	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		9,237.77	Public Utility Digest - Claytor	Ceased Operations July 29, 2002	
PSINet Inc			12,062.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		11,297.64	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,430.14	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: 9249

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

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

RE: 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: November 15, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- CC Aging Report 11-09-2021-redacted (PDF)
- CF Aging Report 11-09-2021 - redacted (PDF)
- RC Aging Report 11-09-2021 - redacted (PDF)
- RF Aging Report 11-09-2021-redacted (DOCX)
- Top Ten 11-09-21- redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 11/10/2021 11:39 AM
- Sonya Harold Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM

City of College Park

A / R A G I N G

11/09/2021 11:06:18

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
=====										
Cycle: 15										
				525.48	585.71	654.44	0.00	1765.63	08/17/2021	594.87 T

1Subtotals for Cycle 015				525.48	585.71	654.44	0.00	1765.63		
=====										
1 Grand Totals				525.48	585.71	654.44	0.00	1765.63		

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

11/09/2021 10:14:59

Page: 1

Cyc	Rte	Account Name	Home Phone	A / R A G I N G					--- Last Payment ---	
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount
=====										
=										
Cycle: 8										
				902.43	560.29	0.00	0.00	1462.72	07/28/2021	1061.75
				1634.34	879.32	700.48	2213.26	5427.40	06/01/2021	1639.98 O
				4746.25	2395.89	192.53	0.00	7334.67	10/18/2021	
3 Subtotals for Cycle 008				7283.02	3835.50	893.01	2213.26	14224.79		

Cycle: 15										
				4190.96	3336.91	0.00	0.00	7527.87	09/02/2021	3341.08 O
				222.11	205.85	236.78	524.61	1189.35	08/18/2021	540.00 T
				460.65	319.09	366.71	11.19	1157.64	09/20/2021	200.00 T
				826.39	444.58	1151.36	0.00	2422.33		O
4 Subtotals for Cycle 015				5700.11	4306.43	1754.85	535.80	12297.19		

Cycle: 21										
				34.00	34.00	34.00	948.10	1050.10	11/01/2021	50.00 O
1 Subtotals for Cycle 021				34.00	34.00	34.00	948.10	1050.10		
=====										
8 Grand Totals				13017.13	8175.93	2681.86	3697.16	27572.08		

City of College Park

A / R A G I N G

11/09/2021 10:15:00

Page: 4

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

--- Last Payment ---

SELECTION CRITERIA

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

Filter:

(category = 'cf' AND end_date IS NULL)

City of College Park

A / R A G I N G

11/09/2021 11:27:48

Page: 1

Cyc	Rte	Account Name	Home Phone	A / R A G I N G					Total	--- Last Payment ---	
				0 to 30	31 to 60	61 to 90	Over 91	Date		Amount	
Cycle: 8				822.00	422.96	0.00	0.00	1244.96	09/23/2021	629.36	O
				434.25	319.88	168.85	654.72	1577.70	09/25/2021	500.00	T
2 Subtotals for Cycle 008				1256.25	742.84	168.85	654.72	2822.66			
Cycle: 15				273.00	296.27	270.18	444.32	1283.77	05/28/2021	70.62	T
				377.63	276.47	367.06	149.75	1170.91	10/16/2021	500.00	T
				452.45	352.21	352.91	218.68	1376.25	10/11/2021	668.41	T
				892.20	307.44	0.00	0.00	1199.64	10/18/2021	250.00	T
4 Subtotals for Cycle 015				1995.28	1232.39	990.15	812.75	5030.57			
6 Grand Totals				3251.53	1975.23	1159.00	1467.47	7853.23			

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

11/09/2021 11:31:09

Page: 1

Cyc	Rte	Account Name	Home Phone	A / R A G I N G					--- Last Payment ---	
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount
Cycle: 1										
				1311.87	25.00	636.63	0.00	1973.50	09/20/2021	136.63
				275.94	25.00	232.15	534.84	1067.93	10/17/2021	593.00 T
2 Subtotals for Cycle 001				1587.81	50.00	868.78	534.84	3041.43		
Cycle: 8										
				7614.80	4057.40	357.24	0.00	12029.44	09/17/2021	3557.40 O
				1491.40	1706.78	2171.67	0.00	5369.85	11/01/2021	500.00
				791.81	399.43	485.89	336.56	2013.69	08/31/2021	400.00 O
				614.68	327.87	248.33	184.72	1375.60	09/16/2021	450.00 O
				733.14	328.32	0.00	0.00	1061.46	10/19/2021	400.00 T
				948.14	529.53	0.00	0.00	1477.67	09/07/2021	880.00 O
				493.36	255.64	236.40	32.96	1018.36	10/29/2021	468.36 T
				342.50	259.62	248.45	446.93	1297.50	05/20/2021	150.00 O
				984.52	458.82	346.70	0.00	1790.04	10/25/2021	383.89 O
				605.40	426.29	365.38	524.98	1922.05	10/20/2021	250.00 T
				443.65	504.52	273.27	0.00	1221.44	09/17/2021	200.00 T
				752.86	294.70	141.44	89.66	1278.66		T
				493.66	261.71	373.43	150.94	1279.74	07/20/2021	164.00 T
				461.60	347.59	263.27	234.18	1306.64		T
				536.76	176.88	207.15	454.64	1375.43	06/28/2021	300.00 T
				972.55	189.82	0.00	0.00	1162.37	09/20/2021	100.00 T
				280.79	247.21	212.84	309.51	1050.35		T
				347.46	168.85	212.60	642.52	1371.43	09/07/2021	500.00 O
				360.47	222.43	199.74	331.34	1113.98	08/19/2021	T
				750.24	590.05	25.00	0.00	1365.29	10/29/2021	300.00 O
				377.10	390.34	276.02	500.95	1544.41	07/15/2021	445.00 T
				3317.51	3079.33	0.00	0.00	6396.84	11/01/2021	971.24 O
				856.53	509.40	0.00	0.00	1365.93	08/25/2021	428.91 T
				755.40	399.61	497.53	51.53	1704.07	10/22/2021	200.00 T
				667.60	383.43	261.71	482.48	1795.22		T
				298.49	163.61	164.30	392.34	1018.74	03/30/2021	415.18 T
				532.00	226.62	213.70	466.59	1438.91	06/01/2021	200.00 T
				848.10	402.74	383.55	0.00	1634.39	07/26/2021	379.71 T
				751.74	362.63	354.17	25.00	1493.54	10/26/2021	210.00 T

764.19	368.01	281.62	0.00	1413.82	07/28/2021	257.68	T
425.40	212.04	132.19	310.16	1079.79	07/26/2021	300.00	O
660.65	394.72	345.31	0.00	1400.68	07/16/2021	330.65	T
454.42	320.96	277.66	350.38	1403.42	11/02/2021	500.00	T
175.09	65.91	74.81	889.06	1204.87	11/01/2021	160.00	T
1271.88	10.13	0.00	0.00	1282.01	10/25/2021	450.00	T
636.45	374.82	249.31	0.00	1260.58	10/13/2021	200.00	T
448.47	322.45	273.75	337.12	1381.79	06/22/2021	250.00	T
711.17	599.96	127.90	0.00	1439.03	09/23/2021	789.00	T
713.42	417.42	0.00	0.00	1130.84	10/18/2021	400.00	O
691.34	388.34	421.41	440.03	1941.12	06/21/2021	230.00	T
204.33	50.25	88.90	857.44	1200.92	06/01/2021	190.00	T
810.27	425.08	258.33	152.54	1646.22	08/24/2021	90.00	T
833.22	171.92	0.00	0.00	1005.14	10/22/2021	175.00	T

56 Subtotals for Cycle 008

36697.88	21793.18	11050.97	8994.56	79063.27
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Cycle: 15

3032.88	2315.17	0.00	0.00	5348.05	09/02/2021	2315.17	O
344.63	274.28	261.71	231.16	1111.78	06/30/2021	254.06	O
256.21	258.74	257.00	344.16	1116.11	06/07/2021	418.51	T
84.41	371.90	357.24	1711.81	2525.36	04/26/2021	60.00	T
778.81	631.23	289.15	0.00	1699.19	09/20/2021	300.00	T
6742.99	0.00	0.00	0.00	6742.99	10/19/2021	2162.61	O

6 Subtotals for Cycle 015

11239.93	3851.32	1165.10	2287.13	18543.48
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Cycle:

324.13	287.58	229.11	621.95	1462.77	02/12/2021		O
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1 Subtotals for Cycle 022

324.13	287.58	229.11	621.95	1462.77
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Cycle: 25

9432.20	4716.10	4716.10	0.00	18864.40	11/04/2021	4716.10	O
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1 Subtotals for Cycle 025

9432.20 4716.10 4716.10 0.00 18864.40

46 Grand Totals

59281.95 30698.18 18030.06 12438.48 120975.35

SELECTION CRITERIA

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

A/R Block 3 : 90

Filter:

(category = 'RF' AND end_date IS NULL)

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
11/9/2021											
Prepared By LISA KEELS											
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			\$0.00	\$175.30	\$4,777.60	\$4,952.90	Yes	60 days	Account Active last payment 10-18-21 of \$2364.48. Reminder letter sent 10-21-21. Reminder letter was sent on 10/21/2021
No	No	No			\$0.00	\$2,502.24	\$2,287.75	\$4,789.99	Yes	60 days	Water requested to be disconnected on 10/27/2021. Reminder letter sent 10-21-21.
No	No	No			\$0.00	\$561.90	\$1,193.64	\$1,755.54	Yes	60 days	Account is scheduled for disconnection on 11/16/2021. Reminder letter was sent 11-08-2021.
No	No	No			\$1,209.44	\$154.72	\$0.00	\$1,364.16	Yes	60 days	Account is disconnected; last payment 08-17-21 \$594.87.00. Reminder letter was sent 11-08-2021.
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	\$14,148.30	\$14,148.30	No	60 days	Sanitation Service has been suspended until past due payment is made. Last pymnt of \$4716.10 was received on 11/04/2021
No	No	No			\$0.00	\$0.00	\$8,472.04	\$8,472.04	Yes	60 days	Account Active last payment 09-17-21 \$3557.40. Reminder letter sent 10-21-21
No	No	No			\$0.00	\$4,111.81	\$910.00	\$5,021.81	Yes	60 days	Account Active last payment 11/01/2021 for \$971.24. Reminder letter sent 10-21-21.
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			\$959.71	\$4,131.82	\$88.24	\$5,179.77	Yes	90 days	letter was sent on 10-21-21. Last pymnt 11/01/2021 \$500.00. Customer had a water leak on the customer side. Customer has applied for the CDBG Grant awaiting approval.
No	No	No			\$1,285.96	\$0.00	\$0.00	\$1,285.96	Yes	90 days	Account is Active. Last payment was paid on 06/01/2021 for \$200. Customer is approved for the Grant and waiting funds to be applied.
TOTALS					\$3,455.11	#	##	\$46,970.47			
		N/	Signifies that Lien has not been filed due to legal statue (not property owner)								
		=	Represents Lien filed against account								
		N/	Signifies account Lien has not been filed								
	yes		Signifies account received prior billing adjustment								
	N/A		Signifies account that has not received prior billing adjustment								



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9248

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Consideration and Action on Homestead Tax Exemption Resolution

PURPOSE: Consideration of and Action on a Resolution requesting the Fulton County and Clayton County Legislative Delegations to introduce legislation during the 2022 Session of the Georgia General Assembly providing for a local referendum to adopt a full value homestead tax exemption for seniors and/or disabled citizens that meet certain income requirements. See memorandum from City Attorney Danielle Matricardi. Also, see attached supporting documentation.

REASON: To consider adopting the attached resolution to commence legislative efforts to adopt a full-value homestead exemption for seniors and disabled citizens meeting certain eligibility requirements.

BACKGROUND: Consideration of a Homestead Tax Exemption for seniors and disabled citizens was deferred during the September 7, 2021 Regular Meeting and discussed during the September 20, 2021 Work Session Meeting. The attached documents include proposed legislation and the revisions to the legislation the City Attorney's Office has made to accommodate various concerns of the City Council discussed during Work Session. The proposed homestead exemption now provides that seniors and disabled citizens may apply and qualify for the full-value homestead exemption annually if they meet certain eligibility requirements. In other words, the exemption would not automatically renew and must be applied for each year.

If approved by the City Council, the City should then coordinate with the Fulton County and Clayton County Legislative Delegations to present the proposed exemption before the General Assembly as a local legislation item in the upcoming 2022 session. If passed, a referendum would be held in November 2022 for College Park electors to approve or deny the exemption.

STAFF:**ATTACHMENTS:**

- CP- Full Value Homestead Exemption Resolution (PDF)
- Proposed Homestead Exemption Legislation 11.9.21 (PDF)
- Homestead Exemption clc- Redline (PDF)

Review:

- Danielle Matricardi Completed 11/09/2021 6:35 PM
- Finance Completed 11/10/2021 12:18 AM
- Sonya Harold Completed 11/10/2021 9:52 AM
- Mercedes Miller Completed 11/10/2021 10:06 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

RESOLUTION NO. 2021-___

1 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
 2 GEORGIA, RESPECTFULLY REQUESTING THAT THE FULTON COUNTY AND
 3 CLAYTON COUNTY LEGISLATIVE DELEGATIONS INTRODUCE LEGISLATION
 4 DURING THE 2022 SESSION OF THE GEORGIA GENERAL ASSEMBLY TO PROVIDE
 5 FOR A LOCAL REFERENDUM TO ADOPT A FULL VALUE HOMESTEAD EXEMPTION
 6 FOR CERTAIN CITY RESIDENTS WHO ARE 70 YEARS OF AGE OR OVER OR DISABLED
 7 AND MEET CERTAIN INCOME REQUIREMENTS; TO PROVIDE AN EFFECTIVE DATE;
 8 AND FOR OTHER PURPOSES.

9 **WHEREAS**, the City of College Park (“City”) is a municipal corporation duly organized
 10 and existing under the laws of the State of Georgia; and

11 **WHEREAS**, the duly elected governing authority of the City is comprised of the Mayor
 12 and Council thereof; and

13 **WHEREAS**, housing is a basic need that should be accessible to all, and that
 14 homeownership is a way to build wealth, a feeling of safety, and stability for individuals and
 15 families; and

16 **WHEREAS**, the Mayor and Council, in the exercise of their sound judgment and
 17 discretion, after giving thorough consideration to all the implications involved, and keeping in
 18 mind the public interest and welfare of the citizens of the City, have determined that providing a
 19 City-level full value homestead exemption to City residents similar to Fulton County’s full value
 20 homestead exemptions for certain seniors and disabled persons would benefit the citizens of the

21 City; and

22 **WHEREAS**, the Mayor and Council find that it is in the best interest of the citizens of the
23 City to request the assistance of the Fulton County and Clayton County Legislative Delegations in
24 introducing the necessary legislation for implementing a homestead exemption for such City
25 residents,

26 **THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council
27 of the City of College Park, Georgia, and by the authority thereof that:

28 **Section 1.** The Mayor and Council respectfully request that the Fulton County and Clayton
29 County Legislative Delegations introduce legislation for consideration by the General Assembly
30 in the 2022 session providing for an exemption for the full value of the homestead from all City
31 of College Park ad valorem taxes levied for municipal government purposes, including ad valorem
32 taxes levied to pay interest on and retire bonded indebtedness of the municipal government, for
33 each resident of College Park who is 70 years of age or over or disabled if the resident's gross
34 income, together with the gross income of the spouse residing at the same homestead, does not
35 exceed the amount which may be received by a person and a person's spouse under the federal
36 Social Security Act.

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

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

42 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
43 extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this

44 Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this
45 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the
46 greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution
47 is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this
48 Resolution.

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

58 **Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby expressly
59 repealed.

60 **Section 5.** The effective date of this Resolution shall be the date of adoption unless
61 otherwise specified herein.

RESOLVED this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM:

City Attorney

A BILL TO BE ENTITLED

AN ACT

1 To provide an exemption for the full value of the homestead from all City of College
 2 Park ad valorem taxes levied for municipal government purposes, including ad
 3 valorem taxes levied to pay interest on and retire bonded indebtedness of the
 4 municipal government, for each resident of College Park who is 70 years of age or
 5 over or disabled if the resident's gross income, together with the gross income of the
 6 spouse residing at the same homestead, does not exceed the amount which may be
 7 received by a person and a person's spouse under the federal Social Security Act; to
 8 provide for other matters relative to the foregoing; to repeal specific laws; to provide
 9 for a referendum; to repeal conflicting laws; and for other purposes.

10 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

11 **SECTION 1.**

12 (a) As used in this Act, the term:

13 (1) "Ad valorem taxes for municipal purposes" means all ad valorem taxes for
 14 municipal purposes levied by, for, or on behalf of the City of College Park,
 15 including, but not limited to, any ad valorem taxes to pay interest on and to
 16 retire municipal bonded indebtedness.

17 (2) "Homestead" means homestead as defined and qualified in Code Section
 18 48-5-40 of the O.C.G.A., as amended.

19 (3) "Gross income" means adjusted gross income determined pursuant to the
 20 Internal Revenue Code of 1986, as amended, for federal income tax purposes,

21 except that for the purposes of this section the term shall include only that
22 portion of income or benefits received as retirement, survivor, or disability
23 benefits under the federal Social Security Act or under any other public or
24 private retirement, disability, or pension system which exceeds the maximum
25 amount which may be received by an individual and an individual's spouse
26 under the federal Social Security Act.

27 (4) "Senior citizen" means a person who is 70 years of age or over on or before
28 January 1 of the year in which application for the exemption under subsection
29 (b) of this section is made.

30 (b) Each resident of the City of College Park who is a senior citizen or who is
31 disabled is granted an exemption on that person's homestead from City of College
32 Park ad valorem taxes for municipal purposes for the full value of that homestead.
33 The exemption granted by this subsection shall only be granted if that person's gross
34 income, together with the gross income of the spouse who also occupies and resides
35 at such homestead, does not exceed the maximum amount which may be received
36 by an individual and an individual's spouse under the federal Social Security Act for
37 the immediately preceding year.

38 (c)(1) In order to qualify for the exemption provided for in subsection (b) of this
39 section as being disabled, the person claiming such exemption shall be required to
40 obtain a certificate from not more than three physicians licensed to practice medicine
41 under Chapter 34 of Title 43 of the O.C.G.A., as amended, certifying that in the
42 opinion of such physician or physicians such person is mentally or physically
43 incapacitated to the extent that such person is unable to be gainfully employed and
44 that such incapacity is likely to be permanent. Such certificate or certificates shall
45 constitute part of and be submitted with the application provided for in paragraph
46 (2) of this subsection.

47 (2) A person shall not receive the homestead exemption granted by subsection
48 (b) of this section unless either: (i) the person or person's agent files an
49 application with the governing authority of the City of College Park, or the
50 designee thereof, giving the person's age, income, and any additional relevant
51 information relative to receiving such exemption; or (ii) the person or person's
52 agent provides the governing authority of the City of College Park, or the
53 designee thereof, with a copy of the person's federal income tax return and
54 any additional relevant information relative to receiving such exemption, in
55 order to enable the governing authority of the City of College Park, or the
56 designee thereof, to make a determination regarding the initial and continuing
57 eligibility of such person for such exemption. The governing authority of the
58 City of College Park, or the designee thereof, shall provide application forms
59 for this purpose.

60 (d) The exemption shall be claimed and returned as provided in Code Section 48-5-
61 50.1 of the O.C.G.A., as amended. The owner shall be eligible for to apply for
62 renewal of the exemption on an annual basis so long as the owner occupies the
63 residence as a homestead. After a person has filed the proper application, as provided
64 in subsection (c) of this section, a person granted the homestead exemption under
65 subsection (b) of this section must refile the application on an annual basis in order
66 to continue receiving the exemption. It shall be the duty of any person granted the
67 homestead exemption under subsection (b) of this section to notify the governing
68 authority of the City of College Park, or the designee thereof, in the event that person
69 for any reason becomes ineligible for that exemption.

70 (e) The exemption granted by subsection (b) of this section shall not apply to or
71 affect state ad valorem taxes, county ad valorem taxes for county purposes, or county
72 or independent school district ad valorem taxes for educational purposes. The

73 homestead exemption granted by subsection (b) of this section shall be in addition
74 to and not in lieu of any other homestead exemption applicable to municipal ad
75 valorem taxes for municipal purposes.

76 (f) The exemption granted by subsection (b) of this section shall apply to all taxable
77 years beginning on or after January 1, 2023.

78 **SECTION 2.**

79 The municipal election superintendent of the City of College Park shall call and
80 conduct an election as provided in this section for the purpose of submitting this Act
81 to the electors of the City of College Park for approval or rejection. The municipal
82 election superintendent shall conduct that election on the Tuesday after the first
83 Monday in November, 2022, and shall issue the call and conduct that election as
84 provided by general law. The municipal election superintendent shall cause the date
85 and purpose of the election to be published once a week for two weeks immediately
86 preceding the date thereof in the official organs of Fulton County and Clayton
87 County. The ballot shall have written or printed thereon the words:

88 “() YES Shall the Act be approved which provides an exemption for the full
89 () NO value of the homestead from all City of College Park ad valorem taxes
90 levied for municipal government purposes, including ad valorem taxes
91 levied to pay interest on and retire bonded indebtedness of the
92 municipal government, for each resident of College Park who is 70
93 years of age or over or disabled if the resident's gross income, together
94 with the gross income of the spouse residing at the same homestead,
95 does not exceed the amount which may be received by a person and a
96 person's spouse under the federal Social Security Act?”

97 All persons desiring to vote for approval of the Act shall vote "Yes," and all persons
98 desiring to vote for rejection of the Act shall vote "No." If more than one-half of
99 the votes cast on such question are for approval of the Act, Section 1 of this Act
100 shall become of full force and effect on January 1, 2023. If the Act is not so
101 approved or if the election is not conducted as provided in this section, Section 1
102 of this Act shall not become effective and this Act shall be automatically repealed
103 on the first day of January immediately following that election date. The expense
104 of such election shall be borne by the City of College Park. It shall be the municipal
105 election superintendent's duty to certify the result thereof to the Secretary of State.

106 **SECTION 3.**

107 Except as otherwise provided in Section 2 of this Act, this Act shall become effective
108 upon its approval by the Governor or upon its becoming law without such approval.

109 **SECTION 4.**

110 All laws and parts of laws in conflict with this Act are repealed.

A BILL TO BE ENTITLED

AN ACT

1 To provide an exemption for the full value of the homestead from all City of College
 2 Park ad valorem taxes levied for municipal government purposes, including ad
 3 valorem taxes levied to pay interest on and retire bonded indebtedness of the
 4 municipal government, for each resident of College Park who is 70 years of age or
 5 over or disabled if the resident's gross income, together with the gross income of the
 6 spouse residing at the same homestead, does not exceed the amount which may be
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 8 provide for other matters relative to the foregoing; to repeal specific laws; to provide
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 16 retire municipal bonded indebtedness.

17 (2) "Homestead" means homestead as defined and qualified in Code Section
 18 48-5-40 of the O.C.G.A., as amended.

19 (3) "Gross income" means adjusted gross income determined pursuant to the
 20 Internal Revenue Code of 1986, as amended, for federal income tax purposes,

21 except that for the purposes of this section the term shall include only that
22 portion of income or benefits received as retirement, survivor, or disability
23 benefits under the federal Social Security Act or under any other public or
24 private retirement, disability, or pension system which exceeds the maximum
25 amount which may be received by an individual and an individual's spouse
26 under the federal Social Security Act.

27 (4) "Senior citizen" means a person who is 70 years of age or over on or before
28 January 1 of the year in which application for the exemption under subsection
29 (b) of this section is made.

30 (b) Each resident of the City of College Park who is a senior citizen or who is
31 disabled is granted an exemption on that person's homestead from City of College
32 Park ad valorem taxes for municipal purposes for the full value of that homestead.
33 The exemption granted by this subsection shall only be granted if that person's gross
34 income, together with the gross income of the spouse who also occupies and resides
35 at such homestead, does not exceed the maximum amount which may be received
36 by an individual and an individual's spouse under the federal Social Security Act for
37 the immediately preceding year.

38 (c)(1) In order to qualify for the exemption provided for in subsection (b) of this
39 section as being disabled, the person claiming such exemption shall be required to
40 obtain a certificate from not more than three physicians licensed to practice medicine
41 under Chapter 34 of Title 43 of the O.C.G.A., as amended, certifying that in the
42 opinion of such physician or physicians such person is mentally or physically
43 incapacitated to the extent that such person is unable to be gainfully employed and
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45 constitute part of and be submitted with the application provided for in paragraph
46 (2) of this subsection.

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48 (b) of this section unless either: (i) the person or person's agent files an
49 application with the governing authority of the City of College Park, or the
50 designee thereof, giving the person's age, income, and any additional relevant
51 information relative to receiving such exemption; or (ii) the person or person's
52 agent provides the governing authority of the City of College Park, or the
53 designee thereof, with a copy of the person's federal income tax return and
54 any additional relevant information relative to receiving such exemption, in
55 order to enable the governing authority of the City of College Park, or the
56 designee thereof, to make a determination regarding the initial and continuing
57 eligibility of such person for such exemption. The governing authority of the
58 City of College Park, or the designee thereof, shall provide application forms
59 for this purpose.

60 (d) The exemption shall be claimed and returned as provided in Code Section 48-5-
61 50.1 of the O.C.G.A., as amended. The owner shall be eligible for to apply for
62 renewal of the exemption on an annual basis so long as the owner occupies the
63 residence as a homestead. After a person has filed the proper application, as provided
64 in subsection (c) of this section, a person granted the homestead exemption under
65 subsection (b) of this section must refile the application on an annual basis in order
66 to continue receiving the exemption. It shall be the duty of any person granted the
67 homestead exemption under subsection (b) of this section to notify the governing
68 authority of the City of College Park, or the designee thereof, in the event that person
69 for any reason becomes ineligible for that exemption.

70 (e) The exemption granted by subsection (b) of this section shall not apply to or
71 affect state ad valorem taxes, county ad valorem taxes for county purposes, or county
72 or independent school district ad valorem taxes for educational purposes. The

73 homestead exemption granted by subsection (b) of this section shall be in addition
74 to and not in lieu of any other homestead exemption applicable to municipal ad
75 valorem taxes for municipal purposes.

76 (f) The exemption granted by subsection (b) of this section shall apply to all taxable
77 years beginning on or after January 1, 2023.

78 **SECTION 2.**

79 The municipal election superintendent of the City of College Park shall call and
80 conduct an election as provided in this section for the purpose of submitting this Act
81 to the electors of the City of College Park for approval or rejection. The municipal
82 election superintendent shall conduct that election on the Tuesday after the first
83 Monday in November, 2022, and shall issue the call and conduct that election as
84 provided by general law. The municipal election superintendent shall cause the date
85 and purpose of the election to be published once a week for two weeks immediately
86 preceding the date thereof in the official organs of Fulton County and Clayton
87 County. The ballot shall have written or printed thereon the words:

88 “() YES Shall the Act be approved which provides an exemption for the full
89 () NO value of the homestead from all City of College Park ad valorem taxes
90 levied for municipal government purposes, including ad valorem taxes
91 levied to pay interest on and retire bonded indebtedness of the
92 municipal government, for each resident of College Park who is 70
93 years of age or over or disabled if the resident's gross income, together
94 with the gross income of the spouse residing at the same homestead,
95 does not exceed the amount which may be received by a person and a
96 person's spouse under the federal Social Security Act?”

97 All persons desiring to vote for approval of the Act shall vote "Yes," and all persons
98 desiring to vote for rejection of the Act shall vote "No." If more than one-half of
99 the votes cast on such question are for approval of the Act, Section 1 of this Act
100 shall become of full force and effect on January 1, 2023. If the Act is not so
101 approved or if the election is not conducted as provided in this section, Section 1
102 of this Act shall not become effective and this Act shall be automatically repealed
103 on the first day of January immediately following that election date. The expense
104 of such election shall be borne by the City of College Park. It shall be the municipal
105 election superintendent's duty to certify the result thereof to the Secretary of State.

106 **SECTION 3.**

107 Except as otherwise provided in Section 2 of this Act, this Act shall become effective
108 upon its approval by the Governor or upon its becoming law without such approval.

109 **SECTION 4.**

110 All laws and parts of laws in conflict with this Act are repealed.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9198

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Approval of Proposed City Observed Holiday Calendar for 2022

PURPOSE: To present to Mayor and Council the proposed City of College Park observed Holiday Calendar for year 2022. See attached memorandum from Interim City Manager, Mercedes Miller dated November 9, 2021. Also, see attached proposed Holiday Schedule.

REASON: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holiday). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

RECOMMENDATION: To approve the attached City of College Park observed Holiday Calendar for 2022.

BACKGROUND: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holiday). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

COST TO CITY: Holiday pay will be charged to the respective departments.

BUDGETED ITEM: Not Applicable

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: November 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: All City Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not applicable

STAFF: All City Departments

ATTACHMENTS:

- 2022 Proposed Holiday Schedule (PDF)

Review:

- Mercedes Miller Completed 11/04/2021 9:49 AM
- Sonya Harold Completed 11/04/2021 12:01 PM
- Mercedes Miller Completed 11/05/2021 11:06 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

2021 Observed Holiday Schedule	2022 Proposed Holiday Schedule
<p align="center"><i>New Year's Day</i> Friday, January 1, 2021</p>	<p align="center"><i>New Year's Day</i> Monday, January 3, 2022</p>
<p align="center"><i>Martin Luther King, Jr. Birthday</i> Monday, January 18, 2021</p>	<p align="center"><i>Martin Luther King, Jr. Birthday</i> Monday, January 17, 2022</p>
<p align="center"><i>Memorial Day</i> Monday, May 31, 2021</p>	<p align="center"><i>Memorial Day</i> Monday, May 30, 2022</p>
<p align="center"><i>Independence Day</i> Friday, July 5, 2021</p>	<p align="center"><i>Independence Day</i> Monday, July 4, 2022</p>
<p align="center"><i>Labor Day</i> Monday, September 6, 2021</p>	<p align="center"><i>Labor Day</i> Monday, September 5, 2022</p>
<p align="center"><i>Thanksgiving Day</i> Thursday, November 25, 2021</p>	<p align="center"><i>Thanksgiving Day</i> Thursday, November 24, 2022</p>
<p align="center"><i>Day after Thanksgiving</i> Friday, November 26, 2021</p>	<p align="center"><i>Day after Thanksgiving</i> Friday, November 25, 2022</p>
<p align="center"><i>Christmas Day</i> Friday, December 24, 2021</p>	<p align="center"><i>Christmas Day</i> Monday, December 26, 2022</p>
	<p align="center"><i>Juneteenth Holiday</i> Friday, June 17, 2022</p>



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9199

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Approval of Proposed City Council Meeting Schedule for 2022

PURPOSE:

The City Council meets the first and third Monday of each month. Attached for your consideration and approval is a proposed City of College Park 2022 Council Meeting schedule. The schedule reflects Regular meeting dates during calendar year 2022 on the first and third Monday of each month and alternative dates when there is a conflict with national holidays. Additionally, only on regular meeting will occur during the months of July and December 2022.

College Park, Georgia - Code of Ordinance/Chapter2-Administration
Article II. - Mayor and Council

Sec.20.- Time and place of Regular meetings.

Regular meeting of the Mayor and Council shall be held on the first and third Monday's during each month at City Hall at 7:30 p.m.

(Code 1963, § 2-1)

Thank you for your consideration of this matter.

REASON:

RECOMMENDATION:

BACKGROUND:

YEARS OF SERVICE:

COST TO CITY:

BUDGETED ITEM:

REVENUE TO CITY:

CITY COUNCIL HEARING DATE:**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:****AFFECTED AGENCIES:****RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:****REQUIRED CHANGES TO WORK PROGRAMS:****STAFF:****ATTACHMENTS:**

- CCPK 2022 Council Meeting Schedule (PDF)

Review:

- Mercedes Miller Completed 11/04/2021 9:48 AM
- Sonya Harold Completed 11/04/2021 12:01 PM
- Mercedes Miller Completed 11/05/2021 11:05 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM



CITY OF COLLEGE PARK

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

CITY OF COLLEGE PARK 2022 COUNCIL MEETING SCHEDULE

January 4, 2022 * (Tuesday)
January 18, 2022* (Tuesday)

February 7, 2022
February 21, 2022

March 7, 2022
March 21, 2022

April 4, 2022
April 18, 2022

May 2, 2022
May 16, 2022

June 6, 2022
June 20, 2022

July 18, 2022

August 1, 2022
August 15, 2022

September 6, 2022* (Tuesday)
September 19, 2022

October 3, 2022
October 17, 2022

November 7, 2022
November 21, 2022

December 5, 2022



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9243

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Special Event - Patel Wedding Baraat at Marriott Gateway

PURPOSE: To receive approval from Mayor and Council to allow Airport Marriott Gateway to host a Patel Ram Patel Wedding Baraat on November 20, 2021 from 8 a.m. to 9 a.m. Ward 4. Requesting traffic control while guests walk/dance across the street from one hotel to the other.

RECOMMENDATION: Consideration from Mayor and Council.

BACKGROUND: This is a one time event.

BUDGETED ITEM: N/A.

REVENUE TO CITY: \$0.00

CITY COUNCIL HEARING DATE: November 15, 2021.

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

STAFF: POLICE

ATTACHMENTS:

- Patel Wedding Baraat Special Events Permit Application (PDF)
- HOLD HARMLESS AND RELEASE AGREEMENT - Patel Wedding Baraat(PDF)
- COI Atlanta Marriott Gateway Oct 2022-Patel Ram Patel Wedding Baraat (PDF)
- COI Renaissance Marriott Gateway Oct2022-Patel Ram Patel Wedding Baraat(PDF)

Review:

- Gabrielle Thornton Completed 11/08/2021 1:18 PM
- Sonya Harold Completed 11/09/2021 10:01 AM
- Police Completed 11/09/2021 10:31 AM
- Mercedes Miller Completed 11/10/2021 9:20 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

RECEIVED
NOV 08 2021
CITY CLERKS OFFICE

Organizer Name: Atlanta Airport Marriott Gateway Hotel

Event Title: Ishani Patel Ram Patel Wedding Baraat

Type of Event: Traditional Indian Wedding Procession (Baraat)

Event Organizer's Name/Organization: Atlanta Airport Marriott Gateway Hotel/ Michelle Wilcox
Mailing Address: 2020 Convention Center Concourse, Atlanta GA 30337
E-Mail Address: Michelle.Wilcox@Marriott.com
Contact Number: 770-331-5024

Event Information: 11/Wedding Procession between the Renaissance and Marriott Gateway Hotel
Date: 11/20/21
Location of the Event: Crossing the street between 2081 & 2020 Convention Center Concourse
Time: Start: 8:00 am End: 9:00 am
Anticipated Attendance: 300 to 400 pl

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

Yes, support with traffic control while guests cross the street from the one hotel to the other

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

Yes, traffic control while guests walk/dance across the street from one hotel to the other

What responsibilities will the Event Organizer assume?

Communication among entities

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

None

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

Traffic support

What methods of advertising will be used?

None. This is a private event for wedding guests only

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

City mandated deadlines:

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. Insurance attached? Yes or No

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

Please include any other special needs:

Certification of Applicant

I certify the the information contained in the foregoing application is true and correct. I have read and understand and agree to abide by the rules and regulations under the City of College Park's Code of Ordinances. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government and any other applicable entity which may pertain to the use of the Event venue and conduct of the Event. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred or on behalf of the Event to the City of College Park.

Host/Producing Organizer Name Atlanta Airport Marriott Gateway Hotel/ Michelle Wilcox

Title Senior Event Manager

Applicant Signature

Date 11/4/21

Michelle L Wilcox

Here is the information for the 2nd Indian Wedding. Ishani Patel – November 18-21, 2021
This is for 550 to 600 wedding guests. They will have over 90 rooms at the Renaissance.
Over 20 rooms at the Spring Hill Suites and 100 rooms at the Marriott each night.

Baraat is scheduled for Saturday 11/20

Time 8:15 am to 9:00 am. Estimated 300 to 400 people

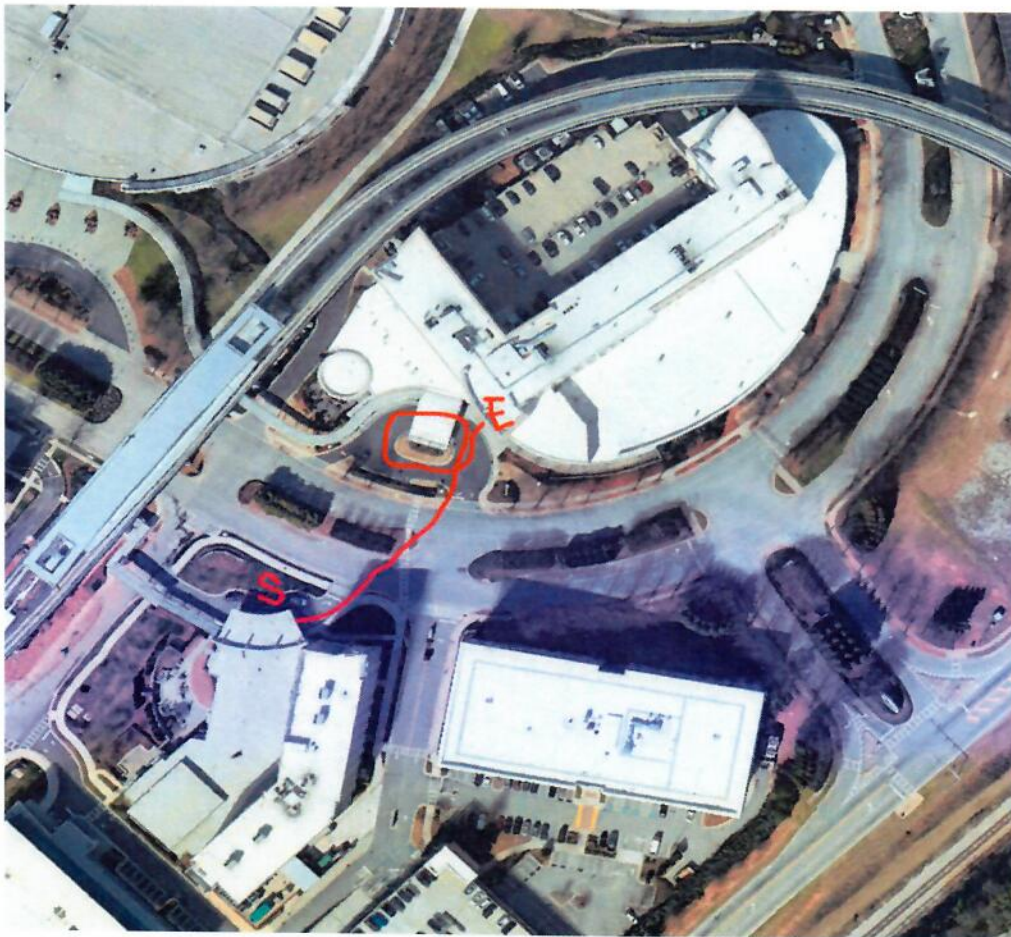
They will start at the Renaissance and move to the hotel main circle drive.

They have 2 dance ceremonies that will both take place at the front door of the Marriott.

We expect that they will be crossing the street between 8:15 am and 8:30 am to stay on their wedding schedule.

See map below showing the path they will follow.

S = start and E= End



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

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

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

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

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

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

Michelle L. Wilcox

SIGNED

11/08/2021

DATE

Michelle L. Wilcox

NAME (Printed)

Atlanta Airport Marriott Gateway Hotel

ORGANIZATION NAME

2020 Convention Center Concourse

ADDRESS

2020 Convention Center Concourse

ORGANIZATION ADDRESS

770-331-5024

APPLICANT PHONE NUMBER

Sworn to and subscribed
Before me this 08 day
Of November 2021

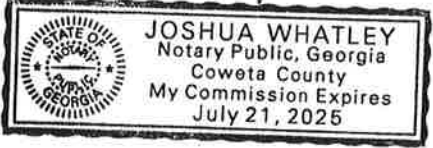
Nature of Activity:
Ishani Patel Ram Patel Wedding Baraat

Joshua Whatley

Notary Public

2020 & 2081 Convention Center Concourse

Location of Event





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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

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

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Judith Boich
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: jboich@beechercarlson.com FAX (A/C, No): 770-870-3031
INSURED Marriott International, Inc. and Subsidiaries 10400 Fernwood Road Bethesda MD 20817	INSURER(S) AFFORDING COVERAGE
	INSURER A: AIG Specialty Insurance Company NAIC # 26883
	INSURER B: National Union Fire Ins Co of Pittsburgh, PA 19445
	INSURER C: AIU Insurance Company 19399
	INSURER D: Ace Property & Casualty Insurance Co. 20699
	INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 64248353 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL 1729006	10/1/2021	10/1/2022	EACH OCCURRENCE \$9,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$9,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$9,500,000 GENERAL AGGREGATE \$12,500,000 PRODUCTS - COMP/OP AGG \$9,500,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		AL 4594438 - AOS (Excluding MA, VA) AL 4594439 VA AL 4594440- MA	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ N/A		XEU G2790564A 007 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$40,000,000 Per Loc Aggregate \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		WC 045886822 (AOS) (See Attachment)	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000
C	Workers Compensation		See Attachment for Additional Policies	10/1/2021	10/1/2022	See Attachment Details

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

Atlanta Airport Marriott Gateway, 2020 Convention Center Concourse, Atlanta, GA 30337 ID:337R6
 College Park Gateway Hotel One, LLC (Owner); US Bank, Commercial Real Estate (Lender); and City of College Park Business & Industrial Development Authority (BI DA) are included as Additional Insured as respects General Liability but only as required by written contract and as respects the operations of the Named Insured.

CERTIFICATE HOLDER Atlanta Marriott Gateway Attn: Director of Finance 2020 Convention Center Concourse Atlanta GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i> Beecher Carlson Insurance Services, LLC

CERTIFICATE LAYERED EXCESS LIMITS

DATE ISSUED
9/29/2021

AGENCY / PRODUCER:
Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

CERTIFICATE HOLDER:
Atlanta Marriott Gateway
Attn: Director of Finance
2020 Convention Center Concourse
Atlanta GA 30337

LAYER	INSURER	NAIC	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	TOTAL EXCESS LIMITS
02*	American International Group UK Ltd	44147	62785239	10/1/2021	10/1/2022	\$10,000,000	\$20,000,000
03*	American Guarantee & Liability Ins. Co.	26247	AEC 5833424-09	10/1/2021	10/1/2022	\$10,000,000	\$30,000,000
04*	Westchester Fire Insurance Company	10030	G71831231 002	10/1/2021	10/1/2022	\$25,000,000	\$50,000,000

TYPE/STATES COVERED	CARRIER	POLICY NO.	COVERAGES
WORKERS COMPENSATION			
SELF-INSURED SPECIFIC EXCESS POLICY All Other States (AOS)	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559406	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY FL	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559407	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY NY	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559410	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC/AGG EXCESS POLICY – Workers' Compensation and Employer's Liability NC	National Union Fire Insurance of Pittsburgh, PA	XWC 6559408	Statutory – Workers' Comp/Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$10,000,000 -Aggregate Excess \$5,000,000 -Aggregate Retention \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY CA	American Home Assurance Company	XWC 6559409	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
INSURED STATES AR,CO,CT,DC,FL,GA,ID,IL,IN,KS, KY,LA,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NV,NY,PA,RI,SD,TN, TX,UT,VA,VT,WV	AIU Insurance Company	WC 045886822	Statutory Workers' Comp/Employers Liability: \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
INSURED STATES MA,ND,WA,WI,WY	New Hampshire Insurance Company	WC 045886824	Statutory Workers' Comp/Employers Liability \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
GENERAL LIABILITY			
Texas Employer's Indemnity (Non-Subscriber)	National Union Fire Insurance Company of Pittsburgh, PA	GL 1729000	(a) Associate Injury Benefit Plan per Plan Benefit (b) Employers' Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Retention
USVI General Liability	AIG Insurance Company of Puerto Rico	GL 005-1003003-01	\$10,000,000 – Each Occurrence \$10,000,000 – Personal & Advertising Injury \$12,500,000 – General Aggregate \$10,000,000 – Products Comp/Op Agg
AUTO LIABILITY			
USVI Auto Liability	AIG Insurance Company of Puerto Rico	CA 201-1002938-01	Automobile Liability: \$2,000,000 Limit & GKLL \$3,000,000 Limit

Attachment to Marriott International, Inc. Certificate of Insurance

DESIGNATION OF ADDITIONAL INSURED

It is agreed that, with respect to the insurance afforded by any policy listed on this certificate, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided:

- a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, not for limits of liability greater than the insurer's liability stated in the policy declarations;
- b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and
- c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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

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

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Judith Boich PHONE (A/C, No, Ext): FAX (A/C, No): 770-870-3031 E-MAIL ADDRESS: jboich@beechercarlson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: AIG Specialty Insurance Company	NAIC # 26883
INSURER B: National Union Fire Ins Co of Pittsburgh, PA	19445
INSURER C: AIU Insurance Company	19399
INSURER D: Ace Property & Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 64248350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL 1729006	10/1/2021	10/1/2022	EACH OCCURRENCE \$9,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$9,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$9,500,000 GENERAL AGGREGATE \$12,500,000 PRODUCTS - COMP/OP AGG \$9,500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		AL 4594438 - AOS (Excluding MA, VA) AL 4594439 VA AL 4594440- MA	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$N/A		XEU G2790564A 007 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$40,000,000 Per Loc Aggregate \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 045886822 (AOS) (See Attachment)	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$3,000,000 E.I. DISEASE - EA EMPLOYEE \$3,000,000 E.I. DISEASE - POLICY LIMIT \$3,000,000
C	Workers Compensation		See Attachment for Additional Policies	10/1/2021	10/1/2022	See Attachment Details

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

Atlanta Airport Marriott Gateway, 2020 Convention Center Concourse, Atlanta, GA 30337 ID:337R6
 Evidence of Insurance

CERTIFICATE HOLDER Atlanta Airport Marriott Gateway Attn: Director of Finance 2020 Convention Center Concourse Atlanta GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i> Beecher Carlson Insurance Services, LLC
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TYPE/STATES COVERED	CARRIER	POLICY NO.	COVERAGES
WORKERS COMPENSATION			
SELF-INSURED SPECIFIC EXCESS POLICY All Other States (AOS)	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559406	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY FL	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559407	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY NY	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559410	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC/AGG EXCESS POLICY – Workers' Compensation and Employer's Liability NC	National Union Fire Insurance of Pittsburgh, PA	XWC 6559408	Statutory – Workers' Comp/Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$10,000,000 -Aggregate Excess \$5,000,000 -Aggregate Retention \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY CA	American Home Assurance Company	XWC 6559409	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
INSURED STATES AR,CO,CT,DC,FL,GA,ID,IL,IN,KS, KY,LA,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NV,NY,PA,RI,SD,TN, TX,UT,VA,VT,WV	AIU Insurance Company	WC 045886822	Statutory Workers' Comp/Employers Liability: \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
INSURED STATES MA,ND,WA,WI,WY	New Hampshire Insurance Company	WC 045886824	Statutory Workers' Comp/Employers Liability \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
GENERAL LIABILITY			
Texas Employer's Indemnity (Non-Subscriber)	National Union Fire Insurance Company of Pittsburgh, PA	GL 1729000	(a) Associate Injury Benefit Plan per Plan Benefit (b) Employers' Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Retention
USVI General Liability	AIG Insurance Company of Puerto Rico	GL 005-1003003-01	\$10,000,000 – Each Occurrence \$10,000,000 – Personal & Advertising Injury \$12,500,000 – General Aggregate \$10,000,000 – Products Comp/Op Agg
AUTO LIABILITY			
USVI Auto Liability	AIG Insurance Company of Puerto Rico	CA 201-1002938-01	Automobile Liability: \$2,000,000 Limit & GKLL \$3,000,000 Limit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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

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PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Judith Boich PHONE (A/C, No, Ext): E-MAIL ADDRESS: jboich@beechercarlson.com	FAX (A/C, No): 770-870-3031
	INSURER(S) AFFORDING COVERAGE	
INSURED Marriott International, Inc. and Subsidiaries 10400 Fernwood Road Bethesda MD 20817	INSURER A: AIG Specialty Insurance Company	NAIC # 26883
	INSURER B: National Union Fire Ins Co of Pittsburgh, PA	19445
	INSURER C: AIU Insurance Company	19399
	INSURER D: Ace Property & Casualty Insurance Co.	20699
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 64251521** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL 1729006	10/1/2021	10/1/2022	EACH OCCURRENCE \$9,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$9,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$9,500,000 GENERAL AGGREGATE \$12,500,000 PRODUCTS - COMP/OP AGG \$9,500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL 4594438 - AOS (Excluding MA, VA) AL 4594439 VA AL 4594440- MA	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ N/A			XEU G2790564A 007 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$40,000,000 Per Loc Aggregate \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 045886822 (AOS) (See Attachment)	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000
C	Workers Compensation			See Attachment for Additional Policies	10/1/2021	10/1/2022	See Attachment Details

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

Atlanta Airport Marriott Gateway, 2020 Convention Center Concourse, Atlanta, GA 30337 ID:337R6
 AVR Gateway M LLC., Business & Industrial Development Authority of College Park are Additional Insureds on the General Liability but only as required by written contract and as respects the operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Marriott Hotel - Atlanta Airport Marriott Gateway
 Attn: Director of Finance
 2020 Convention Center Concourse
 Atlanta GA 30337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*
 Beecher Carlson Insurance Services, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Judith Boich PHONE (A/C, No. Ext): FAX (A/C, No): 770-870-3031 E-MAIL ADDRESS: jboich@beechercarlson.com INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Marriott International, Inc. and Subsidiaries 10400 Fernwood Road Bethesda MD 20817	INSURER A: INSURER B: National Union Fire Ins Co of Pittsburgh, PA 19445 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 64248354** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AL 4594438 - AOS (Excluding MA, VA) AL 4594439 VA AL 4594440- MA	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Atlanta Airport Marriott Gateway, 2020 Convention Center Concourse, Atlanta, GA 30337 ID:337R6
 College Park Gateway Hotel One LLC is included as additional insured per terms of written contract.
 Coverage applies to all owned/leased vehicles of the named insured, including the following autos:
 VIN: 5LMJJ2H59AEJ11155, Tag BP14720, 2010 Lincoln Navigator
 VIN: 1FTMF1C83AKE33891, Tag BP14719, 2010 Ford LGT

CERTIFICATE HOLDER Atlanta Marriott Gateway Evidence of Auto Insurance 2020 Convention Center Concourse Atlanta GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Beecher Carlson Insurance Services, LLC</i> Beecher Carlson Insurance Services, LLC
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TYPE/STATES COVERED	CARRIER	POLICY NO.	COVERAGES
WORKERS COMPENSATION			
SELF-INSURED SPECIFIC EXCESS POLICY All Other States (AOS)	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559406	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY FL	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559407	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY NY	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559410	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC/AGG EXCESS POLICY – Workers' Compensation and Employer's Liability NC	National Union Fire Insurance of Pittsburgh, PA	XWC 6559408	Statutory – Workers' Comp/Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$10,000,000 -Aggregate Excess \$5,000,000 -Aggregate Retention \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY CA	American Home Assurance Company	XWC 6559409	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
INSURED STATES AR,CO,CT,DC,FL,GA,ID,IL,IN,KS, KY,LA,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NV,NY,PA,RI,SD,TN, TX,UT,VA,VT,WV	AIU Insurance Company	WC 045886822	Statutory Workers' Comp/Employers Liability: \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
INSURED STATES MA,ND,WA,WI,WY	New Hampshire Insurance Company	WC 045886824	Statutory Workers' Comp/Employers Liability \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease

GENERAL LIABILITY			
Texas Employer's Indemnity (Non-Subscriber)	National Union Fire Insurance Company of Pittsburgh, PA	GL 1729000	(a) Associate Injury Benefit Plan per Plan Benefit (b) Employers' Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Retention
USVI General Liability	AIG Insurance Company of Puerto Rico	GL 005-1003003-01	\$10,000,000 – Each Occurrence \$10,000,000 – Personal & Advertising Injury \$12,500,000 – General Aggregate \$10,000,000 – Products Comp/Op Agg

AUTO LIABILITY			
USVI Auto Liability	AIG Insurance Company of Puerto Rico	CA 201-1002938-01	Automobile Liability: \$2,000,000 Limit & GKLL \$3,000,000 Limit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Judith Boich PHONE (A/C, No, Ext): _____ FAX (A/C, No): 770-870-3031 E-MAIL ADDRESS: jboich@beechercarlson.com														
INSURED Marriott International, Inc. and Subsidiaries 10400 Fernwood Road Bethesda MD 20817	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER D: Ace Property & Casualty Insurance Co.</td> <td>20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AIG Specialty Insurance Company	26883	INSURER B: National Union Fire Ins Co of Pittsburgh, PA	19445	INSURER C: AIU Insurance Company	19399	INSURER D: Ace Property & Casualty Insurance Co.	20699	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: AIG Specialty Insurance Company	26883														
INSURER B: National Union Fire Ins Co of Pittsburgh, PA	19445														
INSURER C: AIU Insurance Company	19399														
INSURER D: Ace Property & Casualty Insurance Co.	20699														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 64254019** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL 1729006	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$9,500,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$9,500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$9,500,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$12,500,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$9,500,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$9,500,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$9,500,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$9,500,000	GENERAL AGGREGATE	\$12,500,000	PRODUCTS - COMP/OP AGG	\$9,500,000		\$
EACH OCCURRENCE	\$9,500,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$9,500,000																			
MED EXP (Any one person)	\$																			
PERSONAL & ADV INJURY	\$9,500,000																			
GENERAL AGGREGATE	\$12,500,000																			
PRODUCTS - COMP/OP AGG	\$9,500,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AL 4594438 - AOS (Excluding MA, VA) AL 4594439 VA AL 4594440- MA	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ N/A		XEU G2790564A 007 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$40,000,000</td></tr> <tr><td>Per Loc Aggregate</td><td>\$10,000,000</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$40,000,000	Per Loc Aggregate	\$10,000,000								
EACH OCCURRENCE	\$10,000,000																			
AGGREGATE	\$40,000,000																			
Per Loc Aggregate	\$10,000,000																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		WC 045886822 (AOS) (See Attachment)	10/1/2021	10/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td>E.L. EACH ACCIDENT</td> <td>\$3,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$3,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$3,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$3,000,000			E.L. DISEASE - EA EMPLOYEE	\$3,000,000			E.L. DISEASE - POLICY LIMIT	\$3,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$3,000,000																	
		E.L. DISEASE - EA EMPLOYEE	\$3,000,000																	
		E.L. DISEASE - POLICY LIMIT	\$3,000,000																	
C	Workers Compensation		See Attachment for Additional Policies	10/1/2021	10/1/2022	See Attachment Details														

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

Renaissance Atlanta Airport Gateway Hotel, 2081 Convention Center Concourse, Atlanta, GA 30337 ID:9674J

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Renaissance Atlanta Airport Gateway Hotel
 2081 Convention Center Concourse
 College Park, GA 30337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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TYPE/STATES COVERED	CARRIER	POLICY NO.	COVERAGES
WORKERS COMPENSATION			
SELF-INSURED SPECIFIC EXCESS POLICY All Other States (AOS)	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559406	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY FL	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559407	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY NY	National Union Fire Insurance Company of Pittsburgh, PA	XWC 6559410	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Self Insured Retention
SELF-INSURED SPECIFIC/AGG EXCESS POLICY – Workers' Compensation and Employer's Liability NC	National Union Fire Insurance of Pittsburgh, PA	XWC 6559408	Statutory – Workers' Comp/Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$10,000,000 -Aggregate Excess \$5,000,000 -Aggregate Retention \$500,000 -Self Insured Retention
SELF-INSURED SPECIFIC EXCESS POLICY CA	American Home Assurance Company	XWC 6559409	W.C. Statutory each EE for Disease W.C. Statutory each Accident Employers Liability: \$2,500,000 -Each Accident \$2,500,000 -Each Employee/Disease \$2,500,000 -Aggregate/Disease \$500,000 -Self Insured Retention
INSURED STATES AR,CO,CT,DC,FL,GA,ID,IL,IN,KS, KY,LA,ME,MI,MN,MO,MS,MT,NC, NE,NH,NJ,NV,NY,PA,RI,SD,TN, TX,UT,VA,VT,WV	AIU Insurance Company	WC 045886822	Statutory Workers' Comp/Employers Liability: \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
INSURED STATES MA,ND,WA,WI,WY	New Hampshire Insurance Company	WC 045886824	Statutory Workers' Comp/Employers Liability \$3,000,000 -Each Accident \$3,000,000 -Each Employee/Disease \$3,000,000 -Aggregate/Disease
GENERAL LIABILITY			
Texas Employer's Indemnity (Non-Subscriber)	National Union Fire Insurance Company of Pittsburgh, PA	GL 1729000	(a) Associate Injury Benefit Plan per Plan Benefit (b) Employers' Liability: \$2,000,000 -Each Accident \$2,000,000 -Each Employee/Disease \$2,000,000 -Aggregate/Disease \$1,000,000 -Retention
USVI General Liability	AIG Insurance Company of Puerto Rico	GL 005-1003003-01	\$10,000,000 – Each Occurrence \$10,000,000 – Personal & Advertising Injury \$12,500,000 – General Aggregate \$10,000,000 – Products Comp/Op Agg
AUTO LIABILITY			
USVI Auto Liability	AIG Insurance Company of Puerto Rico	CA 201-1002938-01	Automobile Liability: \$2,000,000 Limit & GKLL \$3,000,000 Limit



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9189

DATE: November 8, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Approval of an Easement for Residential Parking

PURPOSE: Consideration of and action on a request for approval of an easement that will allow for designated Residential Parking.

REASON: Consideration of and action on a request for approval of an easement that will allow for designated Residential Parking.

RECOMMENDATION: Staff recommends approval of the attached easement for designated residential parking to be executed by the City Attorney Office with the following conditions:

1. The easement allows for the applicant to alter City Owned property in the ROW to create the parking spaces and new sidewalk.
2. The applicant dedicates the new sidewalk back to the City as well as the islands with the City power polls as part of this easement.
3. The easement grants the applicant control of the newly constructed parking spaces and requires that the applicant provide parking permits and enforce the delineated parking as necessary. The City will not be responsible for any enforcement of the designated parking.
4. The applicant installs signage designating the parking and providing fine or towing information as necessary based on the enforcement by the applicant.
5. The public aspects including the new sidewalk, islands, and other land in the ROW not used as parking be controlled and maintained by the City.

BACKGROUND: The applicant is proposing to pay for and build 13 new street parking spaces as part of the development at the United Methodist Church. This includes 3 new street parking

spaces on the North side of Harvard Avenue adjacent to the UMC and 10 new street parking spaces on the West side of Washington St stretching from Harvard Ave to Princeton St. The applicant is proposing these to be restricted for the residential spaces being built at 1805 Harvard Ave. A PDF is attached here showing the location, size and quantity of parking spaces we are seeking to construct as well as a legal description of the easements.

Approval of this item will result in the execution of an easement agreement between the City of College Park and the applicant as approved by the City Council.

CITY COUNCIL HEARING DATE: November 15, 2021

STAFF: Nikki Washington, City Planner.

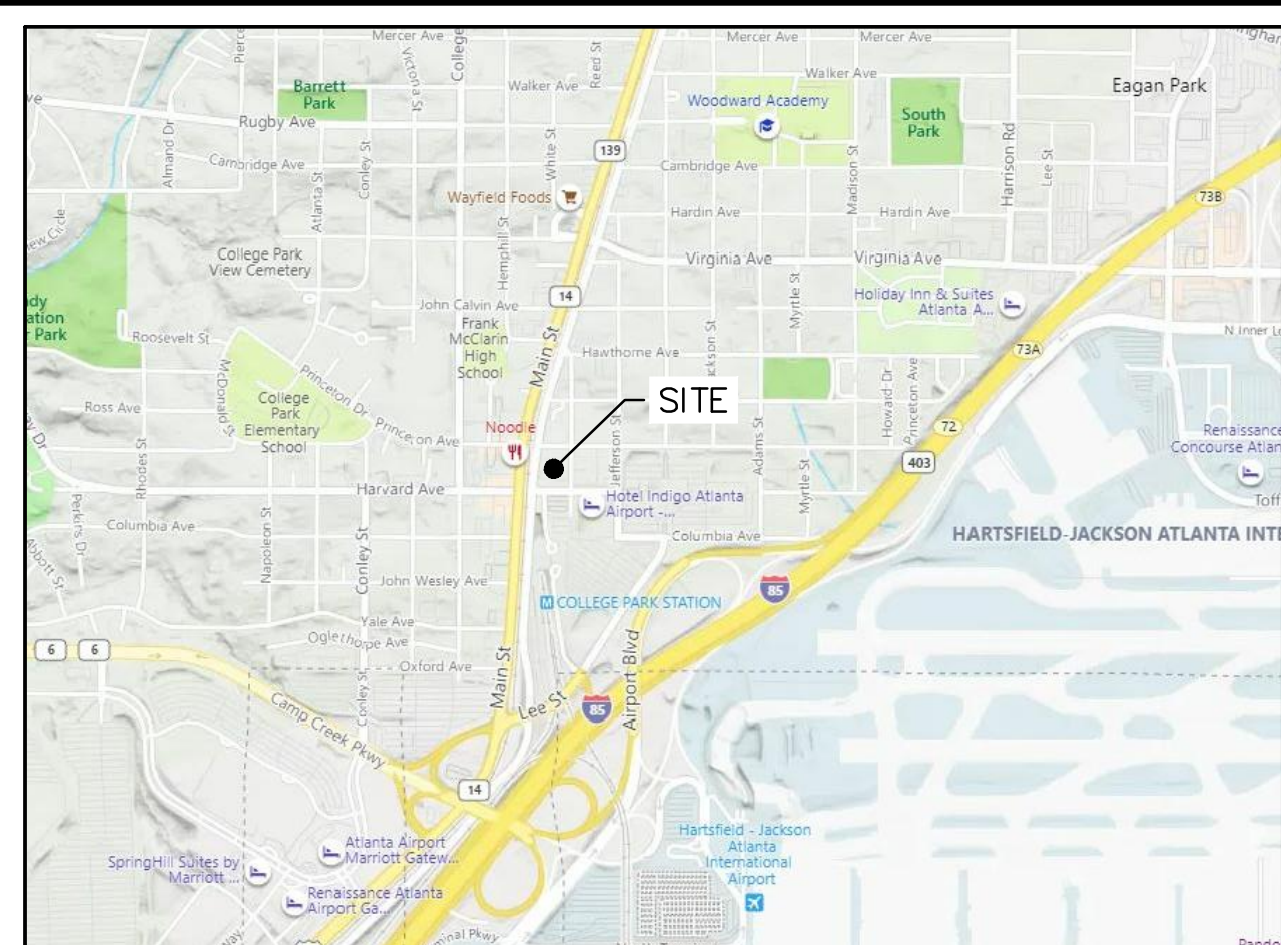
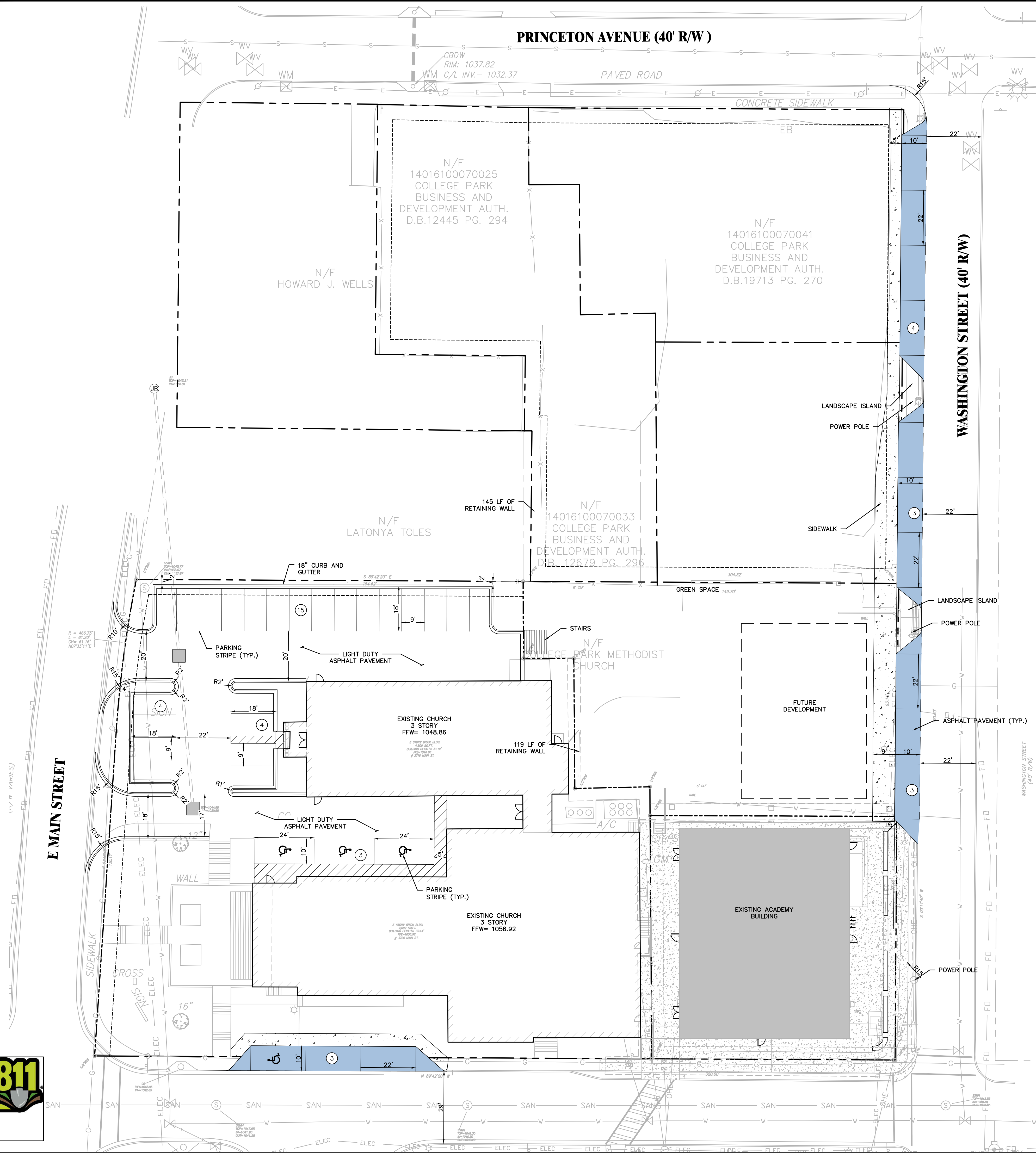
ATTACHMENTS:

- 21-175 - PROJ.4-C200 - SITE (PDF)
- F954 Parking Easements (PDF)

Review:

- Nikki Washington Completed 11/04/2021 5:00 PM
- Sonya Harold Completed 11/05/2021 8:49 AM
- City Attorney's Office Completed 11/08/2021 6:00 PM
- Jackson Myers Pending
- Shavala Moore Pending
- Fire Pending
- Police Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM

D:\PROJECTS\CONTINUED-MASTER\CONTINUED-MASTER\PROJECTS\2021\21-175 - 1805A - COLLEGE PARK FIRST METHODIST CHURCH\DWG



VICINITY MAP
N.T.S.

LEGEND

- PV PAVEMENT
- TS TOP OF SIDEWALK
- BS BOTTOM OF SIDEWALK
- ME MATCH EXISTING
- TC TOP OF CURB
- BC BOTTOM OF CURB
- X 100.00 EXISTING SPOT ELEVATION
- 1000.00 PROPOSED SPOT ELEVATION
- LIMITS OF CONSTRUCTION
- HANDICAP STALL
- HANDICAP SIGN
- PROPOSED WHEEL STOP
- PROPOSED CONCRETE PAVEMENT
- PROPOSED FLEXIBLE PERMEABLE GRASS PAVERS
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT

SCALE: 1"=20'

SITE SUMMARY

JURISDICTION	CITY OF COLLEGE PARK
ZONING DISTRICT	TOD (TRANSIT ORIENTED DEVELOPMENT)
PROPOSED USE	PARKING LOT
CHURCH SITE AREA	APPROX. 0.87 AC
BIDA SITE AREA	APPROX. 0.79 AC
EXISTING IMPERVIOUS AREA (CHURCH)	APPROX. 8,064 SF
PROPOSED IMPERVIOUS AREA (CHURCH)	APPROX. 11,488 SF
PROPOSED IMPERVIOUS AREA (BIDA)	APPROX. 11,488 SF
FRONT BUILDING SETBACK	15'
SIDE BUILDING SETBACK	5'
REAR BUILDING SETBACK	25'
MAX BUILDING HEIGHT	35'
LANDSCAPE BUFFER	6'
MAX LOT COVERAGE	85%

BID

CONTINUED GROUP
7555 COMMERCE DRIVE
SUITE 600
DECATUR, GA 30030
770-335-9403
www.tcg.engineer



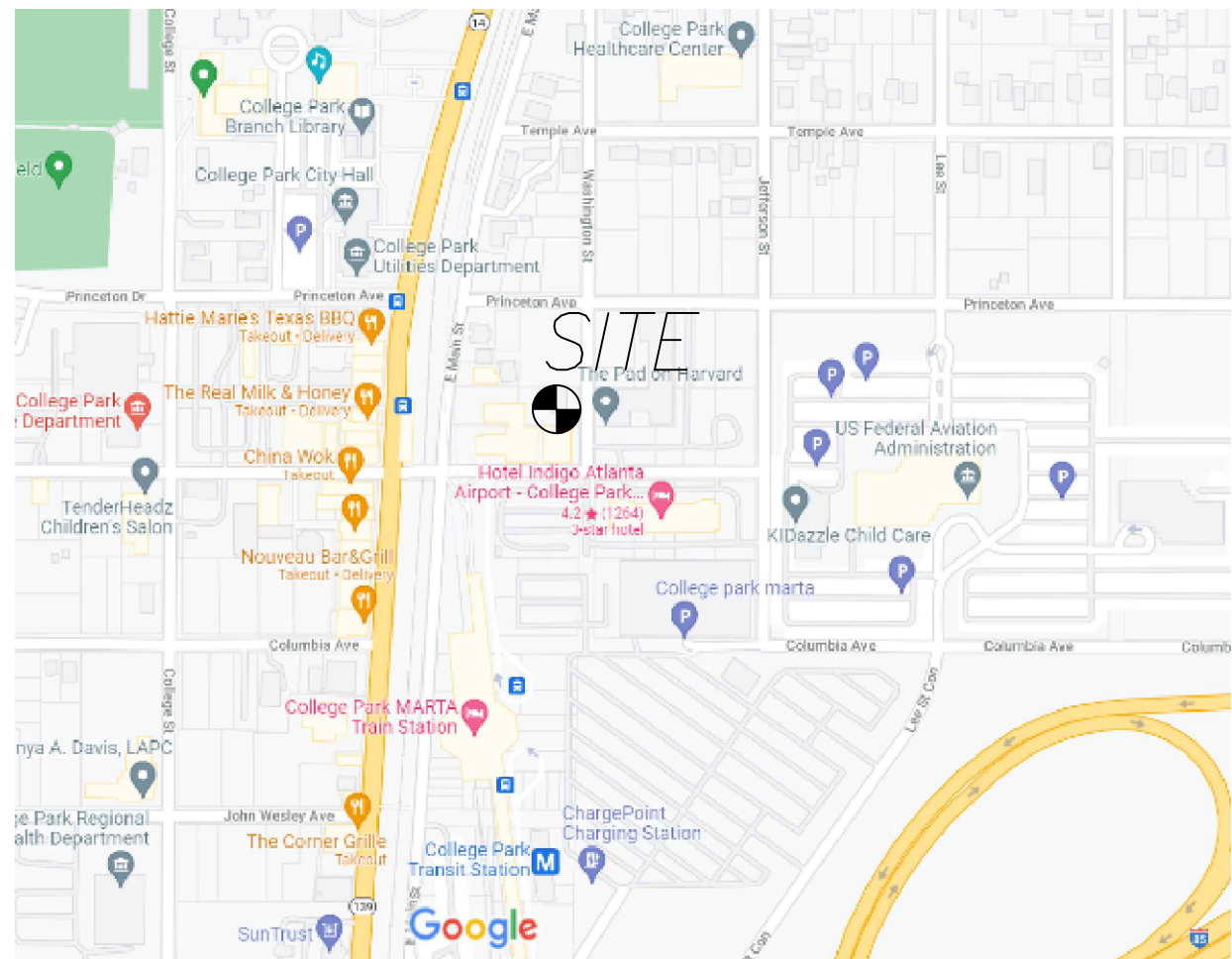
1805 ACADEMY LLC
1805 HARVARD AVE
COLLEGE PARK, GA 30337
770-856-5757

ISSUED FOR:	
JURISDICTION:	
LOCATION:	

#	DATE	REVISIONS

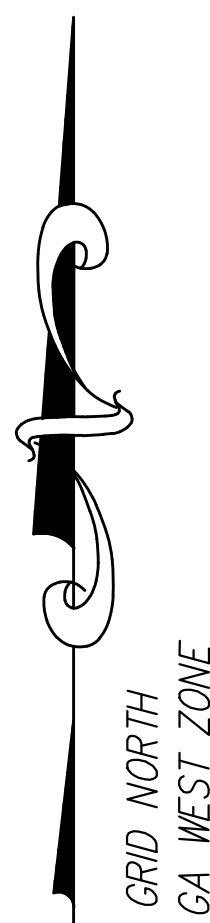
DRAWN:	CHECK:
JOB NO:	DATE:

SITE PLAN
SHEET **C200**

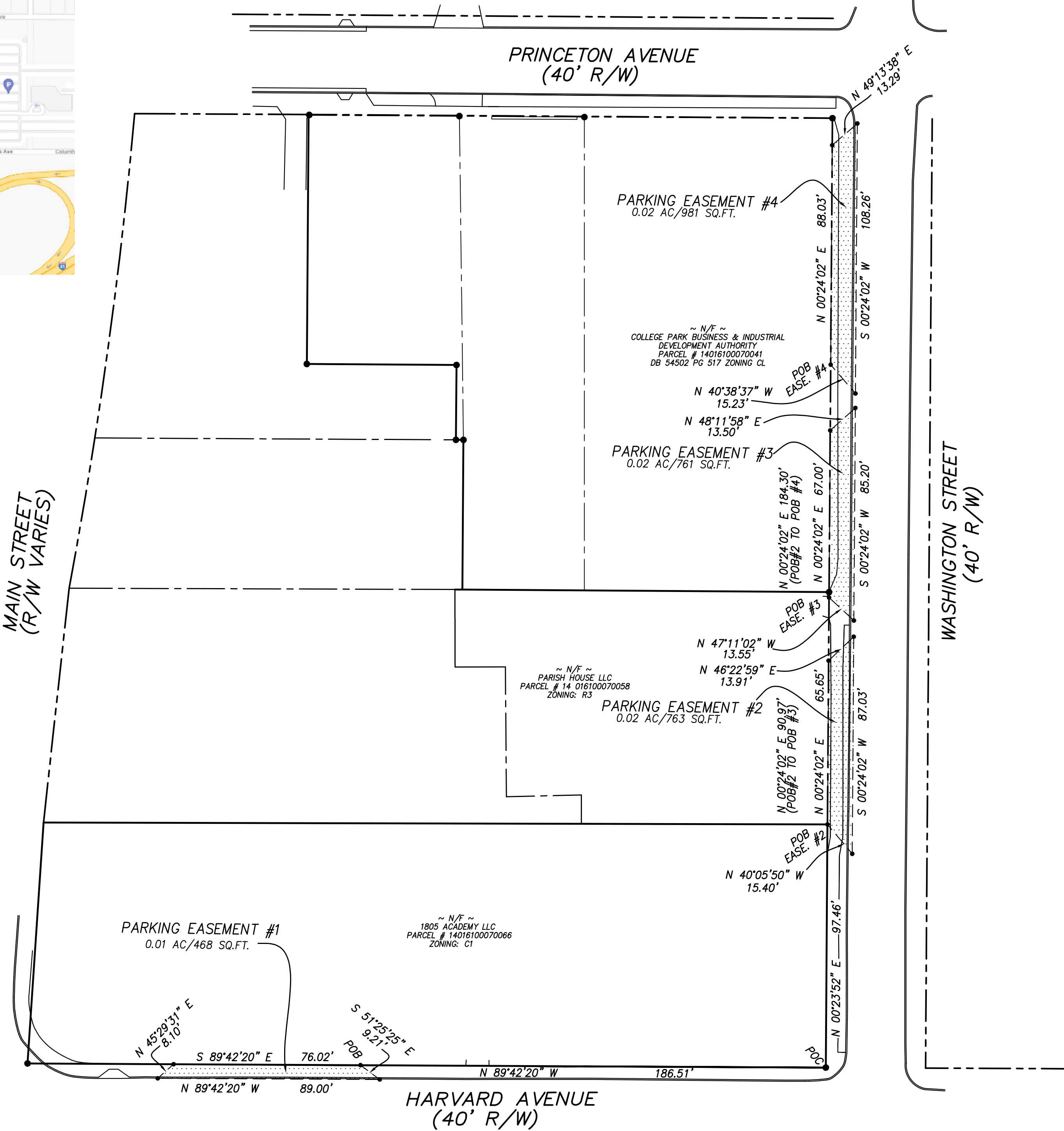


LOCATION MAP NTS

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT



(MARTA) CSX RAILROAD



LEGAL DESCRIPTION ~ PARKING EASEMENT #1

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 161, OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN R/W OF WASHINGTON STREET (40' R/W) AND THE NORTHERN R/W OF HARVARD AVENUE (40' R/W), THENCE ALONG SAID R/W OF HARVARD AVENUE NORTH 89 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 186.51 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND LEAVING THE NORTHERN R/W OF SAID HARVARD AVENUE SOUTH 51 DEGREES 25 MINUTES 25 SECONDS EAST A DISTANCE OF 9.21 FEET TO A POINT, THENCE NORTH 89 DEGREES 42 MINUTES 20 SECONDS WEST A DISTANCE OF 89.00 FEET, THENCE NORTH 45 DEGREES 29 MINUTES 31 SECONDS EAST A DISTANCE OF 8.10 FEET TO A POINT, THENCE SOUTH 89 DEGREES 42 MINUTES 20 SECONDS EAST A DISTANCE OF 76.02 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.01 AC/468 SQ.FT.

LEGAL DESCRIPTION ~ PARKING EASEMENT #2

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 161, OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN R/W OF WASHINGTON STREET (40' R/W) AND THE NORTHERN R/W OF HARVARD AVENUE (40' R/W), THENCE ALONG SAID R/W OF WASHINGTON STREET NORTH 00 DEGREES 23 MINUTES 52 SECONDS EAST A DISTANCE OF 97.46 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG THE WESTERN R/W OF SAID WASHINGTON STREET NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 65.65 FEET TO A POINT, THENCE LEAVING SAID R/W NORTH 46 DEGREES 22 MINUTES 59 SECONDS EAST A DISTANCE OF 13.91 FEET TO A POINT, THENCE SOUTH 00 DEGREES 24 MINUTES 02 SECONDS WEST A DISTANCE OF 87.03 FEET TO A POINT, THENCE NORTH 40 DEGREES 05 MINUTES 50 SECONDS WEST A DISTANCE OF 15.40 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.02 AC/763 SQ.FT.

LEGAL DESCRIPTION ~ PARKING EASEMENT #3

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 161, OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN R/W OF WASHINGTON STREET (40' R/W) AND THE NORTHERN R/W OF HARVARD AVENUE (40' R/W), THENCE ALONG SAID R/W OF WASHINGTON STREET NORTH 00 DEGREES 23 MINUTES 52 SECONDS EAST A DISTANCE OF 97.46 FEET TO A POINT, THENCE CONTINUING ALONG SAID R/W NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 90.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG THE WESTERN R/W OF SAID WASHINGTON STREET NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 67.00 FEET TO A POINT, THENCE LEAVING SAID R/W NORTH 48 DEGREES 11 MINUTES 58 SECONDS EAST A DISTANCE OF 13.50 FEET TO A POINT, THENCE SOUTH 00 DEGREES 24 MINUTES 11 SECONDS WEST A DISTANCE OF 85.20 FEET TO A POINT, THENCE NORTH 47 DEGREES 11 MINUTES 02 SECONDS WEST A DISTANCE OF 13.91 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.02 AC/761 SQ.FT.

LEGAL DESCRIPTION ~ PARKING EASEMENT #4

THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 161, OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERN R/W OF WASHINGTON STREET (40' R/W) AND THE NORTHERN R/W OF HARVARD AVENUE (40' R/W), THENCE ALONG SAID R/W OF WASHINGTON STREET NORTH 00 DEGREES 23 MINUTES 52 SECONDS EAST A DISTANCE OF 97.46 FEET TO A POINT, THENCE CONTINUING ALONG SAID R/W NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 184.30 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG THE WESTERN R/W OF SAID WASHINGTON STREET NORTH 00 DEGREES 24 MINUTES 02 SECONDS EAST A DISTANCE OF 88.03 FEET TO A POINT, THENCE LEAVING SAID R/W NORTH 49 DEGREES 13 MINUTES 38 SECONDS EAST A DISTANCE OF 13.29 FEET TO A POINT, THENCE SOUTH 00 DEGREES 24 MINUTES 02 SECONDS WEST A DISTANCE OF 108.26 FEET TO A POINT, THENCE NORTH 40 DEGREES 38 MINUTES 37 SECONDS WEST A DISTANCE OF 15.23 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.02 AC/981 SQ.FT.

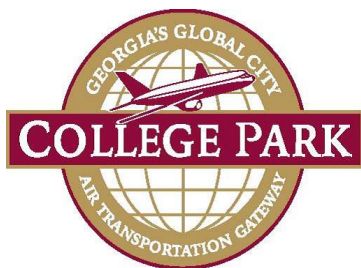
SURVEYOR'S NOTES

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED WAS COMPLETED ON JUNE 28, 2020..
2. THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 97,139 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE, AND WAS ADJUSTED USING LEAST SQUARES.
3. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A GEOMAX 90 ELECTRONIC TOTAL STATION.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 480,750 FEET.
5. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY VISIBLE ACCESSIBLE FIELD EVIDENCE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.

JACOB & HEFNER ASSOCIATES
 3440 Blue Springs Road NW, Suite 101
 Kennesaw, GA 30144
 PHONE: (770) 672-2276
 www.jacobandhefner.com

PARKING EASEMENTS FOR:
ION ARTS
 LOCATED IN LAND LOT 161 ~ 14TH DISTRICT
 CITY OF COLLEGE PARK
 FULTON COUNTY, GEORGIA

Survey No.:	F954
Ordered By:	PAVAN IYER
Date Prepared:	10-27-2021
Scale:	1"=30'



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9218

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Approval of a Development Agreement with Rocklyn Homes

PURPOSE: Consideration and Action on Approval of a Development Agreement with Rocklyn Homes

REASON: Consideration and Action on Approval of a Development Agreement with Rocklyn Homes.

RECOMMENDATION: Staff recommends approval of the Development Agreement.

BACKGROUND: This Development Agreement was originally signed with Folia Group. It is a similar agreement with the new developer, Rocklyn Homes. The new agreement for approval is attached.

CITY COUNCIL HEARING DATE: November 15, 2021

STAFF: Nikki Washington, City Planner.

ATTACHMENTS:

- Development Agreement - Rocklyn Homes- CP 10.22.21 (PDF)

Review:

- Nikki Washington Completed 11/04/2021 3:52 PM
- Sonya Harold Completed 11/05/2021 8:48 AM
- City Attorney's Office Completed 11/09/2021 4:16 PM
- Jackson Myers Pending

Updated: 11/10/2021 11:15 AM by Mercedes Miller

Page 1

- Power Pending
- Michelle Johnson Completed 11/09/2021 6:05 PM
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM

DEVELOPMENT AGREEMENT

Between

Rocklyn Homes, Inc.,

The City of College Park, Georgia

and

College Park Business and Industrial Development Authority

Effective Date: _____, 2021

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I RECITALS	1
ARTICLE II REPRESENTATIONS AND WARRANTIES	2
ARTICLE III DEVELOPER OBLIGATIONS BRANNON PARK	3
ARTICLE IV DEVELOPER OBLIGATIONS PLANNED DEVELOPMENT	4
ARTICLE V BIDA OBLIGATIONS	5
ARTICLE VI NOTICE, TERM, TERMINATION, INDEMNIFICATION, DEFAULT, AND GENERAL PROVISIONS.....	5

SCHEDULE OF EXHIBITS

Exhibit A	Right of Way Easement Agreement between Rocklyn Homes, Inc., CITY and BIDA
Exhibit B	College Park Ordinance 2020-19 and 2019-24
Exhibit C	Risk Management Requirements
Exhibit D	Final Brannon Park Development Plan

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), made this ____ day of _____, 2021 (“**Effective Date**”) by and between **ROCKLYN HOMES, INC.**, a Georgia Incorporation (“**Developer**”), the **CITY OF COLLEGE PARK, GEORGIA**, a Georgia Municipal Corporation (“**CITY**”) and the **COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia (“**BIDA**”).

ARTICLE I

RECITALS

WHEREAS, the **CITY** owns certain real property within the corporate limits of College Park, located at 2796 Charlestown Drive, College Park, Georgia 30337, and known as Brannon Park;

WHEREAS, Developer is developing a residential community consisting of 200 detached single-family homes and 100 attached single-family townhomes, and requires a right of way access to Brannon Park from said development;

WHEREAS, on October 1, 2018, the **CITY** re-zoned that certain parcel of real property commonly known as Fulton County Tax Parcel Identification Number 13 0003 LL0563 to PD-R (Planned Development Residential) and imposed certain conditions on the development and use of said parcel;

WHEREAS, on September 03, 2019, the **CITY** modified the conditions imposed on the development and use to further facilitate the proposed development;

WHEREAS, on December 06, 2020, the **CITY** further modified the conditions imposed on the development and use to further facilitate the proposed development;

WHEREAS, the **CITY** has agreed to provide an easement for development of a public road through Brannon Park to intersect with Herschel Road and has further agreed to transfer said Right of Way necessary for the construction of the public road to BIDA, said Right of Way Easement Agreement (“**Easement**”) attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, BIDA has agreed to assign and transfer said Easement to Developer for construction of said right of way;

WHEREAS, as consideration for transfer of the Easement, Developer at Developer’s sole expense has agreed to make certain improvements to Brannon Park as detailed herein;

WHEREAS, execution of this Development Agreement is a condition precedent to assignment and transfer of the Easement from BIDA to Developer.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual agreements herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are all hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Developer. Developer represents and warrants to the CITY and BIDA that:

(a) Developer is a Georgia Incorporation in good standing and authorized to transact business in the State of Georgia. Developer has the requisite power and authority to execute and deliver this Agreement, to incur and perform obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions and proceedings by or on behalf of Developer, and no further approvals or filings of any kind are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance of this Agreement by Developer.

(c) There is no action, suit, or proceeding of any kind pending against Developer in any court, before any arbitrator, or before any governmental body which (i) raises any question affecting the validity or enforceability of this Agreement or (ii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

Section 2.2 Representations and Warranties of the CITY and BIDA. The CITY and BIDA hereby represents and warrants to Developer that:

(a) The CITY is a municipal corporation duly created and existing under the laws of the State of Georgia. The CITY has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) BIDA is a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia. BIDA has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations thereunder, and to carry out the transactions contemplated by this Agreement.

(c) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary actions and proceedings by or on behalf of the CITY and BIDA, and no further approvals or filings of any kind are required by or on behalf of the CITY or BIDA as a condition to the valid execution, delivery, and performance of this Agreement by the CITY and BIDA.

(d) There is no action, suit, proceeding or investigation of any kind pending or threatened against the CITY or BIDA before any court, tribunal or administrative agency or board

or any mediator or arbitrator that questions the validity or enforceability of this Agreement or any action taken or to be taken hereunder.

ARTICLE III

DEVELOPER OBLIGATIONS BRANNON PARK

Section 3.1. Brannon Park Improvements. On or before the issuance of first certificate of occupancy of the aforementioned residential community, Developer shall construct, or cause the construction of, the following improvements in Brannon Park:

Section 3.1.1. Pavilion/Gazebo and Restroom. Developer shall construct a Pavilion/Gazebo in Brannon Park, which shall be at least a 20-foot by 40-foot structure, and which shall be covered and have a concrete foundation. There shall be two restrooms at the Pavilion/Gazebo, Male and Female. Said Pavilion/Gazebo and Restrooms shall be located within Brannon Park. The City shall provide the exact location of placement upon the request from the Developer.

Section 3.1.2. Fencing. The Developer shall remove the currently-existing fencing around Brannon Park perimeter, and replace/repair as needed. The replacement fencing shall be 6 feet high and chain link. Along the Easement, Developer shall place gates so as to have pedestrian and vehicle accessibility into Brannon Park with the ability for both to be locked for closure enforcement, which shall be chain-linked and double-gated. Additionally, Developer shall remove any damaged fencing around the development and replace it with new fencing.

Section 3.1.3. Lighting. The Developer shall construct sports lighting for the multi-purpose field. Security lighting shall also be constructed for the common area and parking areas of Brannon Park, and said lighting shall be consistent with other lighting located within the parks of the City of College Park.

Section 3.1.4. Parking Lots. The Developer shall repave and restripe the existing asphalt parking lot to provide parallel parking spots as shown on **Exhibit D**. Additionally, the Developer shall construct a new sidewalk from the parking lot to the pavilion and restrooms as shown on **Exhibit D**.

Section 3.1.5. Landscape Improvements. Developer shall fill the current dirt infilled and the outfield shall be aerated and seeded as required by the CITY. The erosion along the side of the field is to be stabilized and properly graded.

Section 3.1.6. Tree Removal and Other Grading. Developer shall remove all intrusive and dead trees in Brannon Park and remove all subsequent debris.

Section 3.2. Notice of Force Majeure. Developer will give written notice in accordance with Section 6.1 as soon as reasonably practical after the start of any Force Majeure event or occurrence giving rise to a delay, specifically identifying the occurrence or event and the anticipated resulting delays with respect to Developer's obligations hereunder.

Section 3.3. Roadway Dedication. Upon completion of the public roadway in the Easement, Developer shall dedicate same to the CITY in accordance with applicable CITY procedures.

Section 3.4. Permits. Developer shall be responsible for acquiring all required permits for construction of the public road and the improvements to Brannon Park detailed herein.

ARTICLE IV

DEVELOPER OBLIGATIONS PLANNED DEVELOPMENT

Section 4.1. Planned Development Neighborhood. On or before July 15, 2025, Developer shall construct, or cause the construction of, a maximum of 300 residential units on Parcel ID 13 0003 LL0563:

Section 4.2. External Noise Level. Developer and CITY further clarify that each residence shall have sufficient acoustic insulation to reduce external noise levels by a minimum of 35 DBA, and an average of 38 DBA throughout the living space.

Section 4.3. Building Materials. Developer and CITY further clarify that residential units shall have cement fiber lap siding (“hardi-plank”) and shall incorporate masonry elements as evidenced in **Exhibit B**, attached hereto and incorporated by reference herein, though the builder may have flexibility to substitute stone for brick and vice versa, as long as the architectural elements are appropriately incorporated and masonry elements comprise a minimum of 10% of the building front facades but will vary such that at least 30% of all units will have 30% or more masonry material.

Section 4.4. Builder. Developer shall also be the builder for the construction of the residential units; Developer and CITY agree that Developer is a builder with proven financial capability and construction quality as Pulte Group, Inc.

Section 4.5. Minimum Price Per Residence. Developer shall construct homes at a minimum price point of \$250,000.

Section 4.6. Minimum Space Between Residences. Developer shall ensure that there is a minimum separation of 12 feet between the residential units.

Section 4.7. Amenity Package. Developer shall install Amenity Package prior to the sale of the first residential property. Said amenities shall include, but are not limited to, a cabana with restrooms, a splash pad, benches, and dog park.

Section 4.8. Restrictive Covenants. Developer shall prepare adequate disclosures to purchasers regarding airport noise. Developer shall ensure that each purchaser has been provided with such airport noise disclosure notice. Disclosure documents must be approved by the College Park City Attorney prior to execution of the final plat. Homeowner’s Association shall enforce a limit on residential rentals. The number of rental houses shall not exceed 10%.

Section 4.9. Performance Bond. A performance bond shall be issued for each phase of land development.

Section 4.10. Certification of Occupation Requirements. Prior to Certification of Occupation (CO), Developer shall provide certification to the City of College Park building official that requirements regarding sound levels have been satisfied. Certificate of Occupancy shall only be released with continued documentation and demonstration of maintenance.

Section 4.11. Maintenance. The Developer shall maintain the common area of the project until such time that sales achieve a 75% buildout such that a Home Owners Association may reasonably be established with sufficient fees to cover any and all costs associated with common areas and unsold properties on the entire site.

ARTICLE V

BIDA AND CITY’S OBLIGATIONS

Section 5.1. Right of Way Access. BIDA, after acquisition of the public road right of way from the CITY shall transfer and assign same to Developer in accordance with the requirement of this Agreement.

Section 5.2. Cooperation with Developer. BIDA agrees to cooperate with and assist Developer as necessary in obtaining all necessary permits from the CITY and, if necessary, other governmental agencies, in order to complete the requirements of this Agreement.

ARTICLE VI

NOTICE, TERM, TERMINATION, INDEMNIFICATION, DEFAULT, AND GENERAL PROVISIONS

Section 6.1. Notices. All notices, requests, demands or other communications to be given hereunder shall be in writing and deemed given: (i) when delivered personally, (ii) when sent by confirmed facsimile transmission, (iii) on the day after said communication is sent via overnight courier, or (iv) on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Developer: Rocklyn Homes, Inc.
3505 Koger Blvd Suite 275
Duluth, GA, 30096
Attention: Tim Jenkins

If to City: City of College Park
3667 Main Street
College Park, Georgia 30337
Attention: City Manager

with a copy to: Fincher Denmark, LLC
100 Hartsfield Centre Parkway, Suite 400
Atlanta, GA 30354
Attention: Winston Denmark, Esq.

If to BIDA: College Park Business and Industrial
Development Authority
3667 Main Street
College Park, Georgia 30337
Attention: Economic Development Director

with a copy to: Freeman Mathis & Gary
100 Galleria Parkway, Suite 1600
Atlanta, GA 30339
Attention: Dan Lee, Esq.

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

Section 6.2. Indemnification and Insurance.

(a) Indemnification. Developer shall defend, indemnify, and hold CITY and BIDA and its agents, employees, officers, and legal representatives (collectively, the “**Indemnified Persons**”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “**Losses**”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of both the Planned Development Neighborhood, and the Brannon Park Improvements, and the Public Road. Notwithstanding anything to the contrary in this Section 6, (i) Developer’s indemnification obligation under this Section 6 is limited to the greater of \$2,000,000.00 (with aggregate limits applying separately to the different projects) or the policy limits available under the insurance policies required under Section 6(e) below; (ii) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (iii) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

(b) Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the ten business-day period, it does not waive any right to

indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

(c) Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

(d) Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

(e) Insurance. Developer shall keep the Planned Development Neighborhood, Brannon Park Improvements and Public Roadway construction continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations. Notwithstanding above, the Developer shall at a minimum abide by the City's applicable Risk Management Requirements for contracts over \$50,000.00. Said requirements are attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.

(f) Survival. The provisions of Section 6.2 will remain in effect until the expiration of two (2) years after the completion of all improvements to Planned Development Neighborhood, and Brannon Park detailed herein and dedication of the Public Road.

Section 6.3. Default.

(g) Default by Developer. The following will constitute a Default by Developer: (1) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement; or (2) An Act of Bankruptcy of Developer. For purposes hereof, an "**Act of Bankruptcy**" shall mean the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within sixty (60) days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been

dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

(h) Remedies Against Developer. If a Default by Developer occurs and is continuing 30 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 30-day period and Developer begins to diligently pursue the cure of such Default within such 30-day period), the CITY and/or BIDA will be entitled to elect to: (i) pursue specific performance of this Agreement or injunctive relief or (ii) waive such Event of Default, and or (iii) terminate this agreement in accordance with Section 6.5 in this Agreement and seek all remedies available at law or in equity.

(i) Default by CITY and/or BIDA. The following will constitute a Default by CITY and/or BIDA: failure of CITY or BIDA to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer.

(j) Remedies Against CITY and BIDA. Upon the occurrence and continuance of a Default by CITY and/or BIDA hereunder, Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

Section 6.4. Successors and Assigns. Upon the City's written consent, which shall not be withheld unreasonably, Developer may assign this Agreement and all or any portion of its rights and obligations hereunder and interests herein to any Affiliate of Developer or to any entity controlled by or under common control with it. Developer shall provide written notice to CITY and BIDA of any such assignment. Developer may collaterally assign this Agreement and its rights hereunder and interests therein to a lender to secure any acquisition, development, or construction loan for the Planned Development Neighborhood and Brannon Park improvements or the construction of the Public Roadway. All other assignments not expressly provided for in this section are prohibited and void. No assignment shall relieve or release Developer of any obligation under this Agreement.

Section 6.5. Term and Termination

- (a) Term of Agreement. Unless earlier terminated in accordance with this subsection, pursuant to O.C.G.A. § 36-60-13, this Agreement shall commence on the Effective Date and it shall terminate absolutely and without further obligation on the part of City at the conclusion of twelve calendar months from the Effective Date ("Initial Term"). The CITY may renew this Agreement on the first day of the succeeding twelve (12) calendar month term ("Second 12-month Term"). Renewal of this Agreement will only occur if the City determines no less than thirty (30) days prior to the end of the Initial 12-month Term whether or not said contract shall be renewed for the Second 12-month Term. Such determination shall be made at the sole discretion of City and may depend on factors such as budgeted funding for the following calendar year, performance of Developer under the Agreement during the Initial 12-month Term, or

any other such factors City may choose to consider. The City may choose to renew this Agreement every year for up to five (5) years from the Effective Date.

- (b) Notwithstanding anything contained above, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of CITY under the Agreement. This Agreement is not deemed to create a debt of the CITY for the payment of any sum beyond December 31, 2021. This Agreement is terminable, without cause, by CITY, upon thirty (30) days' notice to Developer.
- (c) Termination for Convenience. The CITY may at any time by written notice terminate all or any part of this Agreement for the CITY'S convenience.
- (d) Termination for Default.
- (i) The CITY may, subject to the provisions of subparagraph (iii) below, by written notice of default to the Developer, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Developer fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Developer 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 thirty (30) days after receipt of notice from the City specifying such failure.
- (ii) In the event the CITY terminates this Agreement in whole or in part as provided in subparagraph (i) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Developer shall be liable to the City for any Excess costs for the same; provided, that the Developer shall continue the performance of this Agreement to the extent not terminated hereunder.
- (iii) Except with regard to defaults of subDevelopers, the Developer shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Developer such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Developer. If the failure to perform is caused by the default of a subDeveloper, and if such default arises out of causes beyond the control of both the Developer and the subDeveloper, and without the fault or negligence of either of them, the Developer shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subDeveloper were obtainable from other sources in sufficient time to permit the Developer to meet the required delivery schedule. The term "subDeveloper" shall mean subDeveloper at any tier.
- (iv) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Developer 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.

(f) Developer may terminate this Agreement for cause by a written thirty-day notice to the CITY.

Section 6.6. General Provisions.

(a) This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns only; the parties hereto do not otherwise intend to benefit any person or entity not a party to this Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and may not be amended or modified except in a writing signed by all of the parties hereto.

(b) This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which when taken together shall constitute one instrument.

(c) The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties. It is the intention of the parties hereto that no rights or benefits be created or accrue to any party other than Developer, BIDA or CITY.

(d) In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party in such action a reasonable sum as attorneys’ fees and court costs, to be fixed by the courts in such action. Pending resolution of any dispute hereunder, the Developer shall proceed diligently with the performance of work in accordance with the City’s direction. The Parties do not agree to arbitration or mediation as a method of dispute resolution and reserve the right to a jury trial in case of a dispute arising from this contractual Agreement. 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.

(e) The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

(f) This Agreement shall not be recorded without the prior written consent of the parties hereto.

(g) Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and has obtained all necessary consents and approvals to enter into this Agreement and be bound by the terms and provisions hereof.

(h) The Developer shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and hereby incorporated into this Agreement.

(i) Developer will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Developer's reasonable control and without its fault or judgment, including without limitation, health or safety concerns caused by a pandemic, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

(SIGNATURES ON FOLLOWING PAGE)

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

DEVELOPER:

Signed, sealed and delivered in the presence of:

Rocklyn Homes, Inc.

By: _____

Witness

Name: _____

Notary Public

Its: _____

My Commission Expires:

CITY:

Signed, sealed and delivered in the presence of:

CITY OF COLLEGE PARK, GEORGIA, a municipality organized and existing under the laws of the State of Georgia

By: _____

Witness

Name: _____

Notary Public

Title: _____

My Commission Expires:

BIDA:

Signed, sealed and delivered in the presence of:

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____

Witness

Name: _____

Notary Public

Title: _____

My Commission Expires:

EXHIBIT A
RIGHT OF WAY EASEMENT AGREEMENT

Recording requested by and
when recorded return to:

~~Fincher Denmark, LLC
8024 Fair Oaks Ct.
Jonesboro, Georgia 30236
Attn: Winston A. Denmark, Esq.~~

R+R
O'KELLEY & SOROHAN
ATTORNEYS AT LAW, LLC
2170 SATELLITE BLVD., STE 375
DULUTH, GEORGIA 30097
23-095260-CRE

THIS IS A TRUE CERTIFIED
COPY OF THE ORIGINAL
SIGNED BY [Signature]

Fulton County Parcels:
13-0003-LL-0449 and 13-0003-LL-0588

RIGHT-OF-WAY EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF Fulton

EASEMENT AGREEMENT (this "Agreement") made this 22nd day of May, 2019, by and between **CITY OF COLLEGE PARK**, a Georgia municipal corporation ("Grantor"), as party of the first part, and the **College Park Business and Industrial Development Authority**, a public body corporate and politic and an instrumentality and public corporation created and existing under the laws of the State of Georgia ("Grantee") as party of the second part.

WITNESSETH:

WHEREAS, Grantor owns real property, within the corporate limits of College Park identified as Tax Parcels 13-0003-LL-0449 and 13-0003-LL-0588 (hereinafter, the "Property"), below a right-of-way easement (the "Easement"); and

WHEREAS, Grantor and Grantee desire to establish an easement over, under, across and through a portion of the Property which easement area is more particularly described on Exhibit "A" attached to this Agreement (the "Easement Area"); and

WHEREAS, Grantee is constructing a right-of-way to provide access through Brannon Park for a public road between Karen Road and Herschel Road; and

WHEREAS, Grantor, Grantee, and Folia Group, LLC, have entered into a Development Agreement pursuant to which Grantee has agreed to assign and transfer said easement rights to Developer thereunder;

NOW, THEREFORE, for and in of the premises, the sum of TEN (\$10.00) DOLLARS AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto covenant and as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein for all purposes.

2. Grant of Right-Of-Way Easement. Subject to and conditioned upon this Agreement, Grantor, for itself, legal representatives, successors and assigns, does hereby grant, bargain, sell, alien, convey and confirm, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee for the use and benefit of the Grantee a right-of-way easement (the "Easement") of unrestricted and free access, ingress and egress for the use as a public road (as defined hereinafter). The Easement is more particularly described in Exhibit "A" and is more particularly depicted in Exhibit "B" attached hereto and made a part hereof.

3. Restrictions and Limitations. For the consideration as set out hereinabove, Grantor does hereby expressly covenant and agree, as follows:

(a) No buildings, structures, objects of natural growth or obstructions located on the Property shall penetrate or extend into the Easement. Grantor shall prevent any prohibited obstructions from affecting the Easement. Notwithstanding the foregoing, Grantor shall not be obligated to cut any tree that penetrates the Easement. Grantor does hereby grant unto Grantee permission to reduce the height of trees by the tops that penetrate the Easement.

(b) Grantor grants and conveys to Grantee, its agents, contractors, servants, and employees, the right of unlimited ingress to, egress from, without notice, through the Property for any purpose.

4. Reserved Rights of the Parties. The parties shall retain rights as follows:

- a. Grantor reserves the right to use the Easement for any and all purposes, including without limitation, roadway maintenance, pedestrian and vehicular ingress egress, location of utilities, existing utilities and utility improvements so long as such use does not interfere with the use of the Easement, and provided that use does not interfere with or alter systems and facilities maintained by Grantor.
- b. Grantor reserves the right to use the Easement for inspection, maintenance, and repair purposes so long as such use does not interfere with Grantee's use of the Easement. Prior to Grantor's use of the Easement, Grantor shall notify Grantee and obtain its permission. Grantee shall not unduly or unreasonably withhold such permission.
- c. Grantee shall have the right to make alterations, improvements and/or repairs to the Easement so long as they do not interfere with the safety of the public, create a nuisance to the public or interfere with Grantor's ability to use the Property.

d. Grantor shall have the right to make alterations or improvements to the area under the Easement so long as such work does not interfere with the safety or Grantee's ability to use its property.

(e) Grantor retains the right to enter into the Easement for the purpose of inspecting Grantee's facilities with respect to the maintenance and repair of the Easement.

(f) Grantee or its contractor shall pay the costs and expenses incurred in the construction of the Easement. Grantee shall install a traffic signal at the intersection of Herschel Road and the new road to be constructed by the granting of this easement.

(g) As an appurtenant right to this easement, Grantor grants to Grantee the right to temporarily close streets, within the corporate limits of Grantor, located near the Easement as necessary for the construction and subsequent maintenance and repair of the Easement. In the event Grantee needs to close any street, Grantee shall: (1) provide Grantor written notice of such closure; (2) be responsible for controlling traffic of any such closed street; and (3) ensure that one lane of any such closed will remain open.

5. Liabilities, Duties and Obligations of the Parties. Each party shall operate, maintain, improve or repair its respective facilities in, on, within, or above the Property at no cost to the other party. Upon completion of the development project, the Grantee shall dedicate the Easement to the Grantor for use as a public road.

6. Duration The easements and restrictions set forth in this Agreement shall be effective upon the date hereof, shall run with the land, and shall be temporary in duration.

7. Amendment. This Agreement, including the easement and limitations of use established and created hereby, may be altered, amended or modified as to all or any portion of the Property by means of an instrument executed by Grantee and by the Grantor of that portion of the Property affected thereby.

8. Effective. The effective date of this Agreement is the date appearing in the opening paragraph of this Agreement.

9. Authority.

(a) Grantee hereby represents and warrants that Grantee has full power and legal authority to enter into this Agreement; that Grantee has taken all necessary actions to authorize the execution, delivery and performance of this Agreement; and that this Agreement will not violate any agreement to which Grantee is a party, nor will it violate any laws governing Grantee.

(b) Grantor hereby represents and warrants that Grantor has full power and legal authority to enter into this Agreement; that Grantor has taken all necessary actions to authorize the execution, delivery and performance of this Agreement; and that this Agreement will not violate any agreement to which Grantor is a party, nor will it violate any laws governing Grantor.

10. Delivery of Documents and Representations.

(a) On the date of execution and delivery hereof:

(i) Grantee has authorized this Agreement through Ordinance number 2018-10 dated October 1, 2018.

(b) Grantee hereby represents and warrants to Grantor that:

(i) This Agreement has been duly executed and delivered on behalf of Grantee by an official thereunto duly authorized; and

(ii) Subject to proper execution by Grantor, this Agreement is legal, valid and enforceable in accordance with its terms subject to usual limitations on the enforcement of creditors' rights.

(c) Grantor hereby represents and warrants to Grantor that:

(i) This Agreement has been duly executed delivered on behalf of Grantee by an official thereunto duly authorized; and

(ii) Subject to proper execution by Grantee, this Agreement is legal, valid and enforceable in accordance with its terms subject to usual limitations on the enforcement of creditors' rights.

11. Notice.

All notices, or requests required or permitted to be given pursuant to this Agreement shall be given in writing and shall be deemed to have been properly given or served and shall be upon being deposited in the United States mail, postage prepaid for mail by registered or certified mail with return receipt requested, or in the alternative by express mail or courier; provided, however, that the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of address changes of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective address as follows:

As to Grantee: College Park Business and Industrial
Development Authority
College Park City Hall
3667 Main Street
College Park, Georgia 30337
Attn: Artie Jones

with copies to:

Attn:

As to Grantor: City of College Park
3667 Main Street
College Park, Georgia 30337
Attn: City Manager

with a copy to: Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236
Attn: Winston A. Denmark, Esq.

Any party may, however, at any time, change its address for notification purposes by giving to the other party, a notice in the manner herein provided stating the change and setting forth the new address.

12. Waiver. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. No party's waiver of another party's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or by other term, covenant or condition in this Agreement.

13. Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of any article, section or paragraph of this Agreement.

14. Severability If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain independently in full force and effect and enforceable to the fullest extent permitted by law.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart may be appended to any other counterpart.

16. Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more construed against a party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

17. Calculation of Time Periods. Whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the United States of America or the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

18. No Adequate Remedy at Law. Grantor acknowledges and agrees that Grantee has no adequate remedy at law for a breach of this Agreement by Grantor, and that Grantee shall be entitled to immediate relief by injunction or other equitable remedy, plus an award for attorney's fees, expenses and costs, to enforce the terms and provisions of this Agreement. Nothing contained herein shall be deemed to limit or restrict any other rights or remedies of the Grantee arising from a breach of the Grantor's obligations hereunder, either at law or in equity or otherwise. The rights and remedies of the Grantee are cumulative and are in addition to any and all rights and remedies available hereunder or at law or in equity or otherwise. The exercise of any one or more of any such rights shall not bar any subsequent exercise of same or exercise of any other such rights or remedies.

19. Successor and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, successors-in-title and assigns.

20. Exhibits All of the Exhibits referred to in this Agreement are incorporated in this Agreement by reference and form a part of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed and their respective seals to be hereunto affixed, by their duly authorized officials as of the day and year first above written.

ATTEST:

GRANTOR:
CITY OF COLLEGE PARK

By: *Hanala Brown*
Municipal Clerk

By: *Jack P. Longino*
Jack P. Longino, Mayor

(SEAL)

Signed, sealed and delivered in the presence of:

Approved as to Form:
By: *Winston A. Denmark*
Winston A. Denmark, City Attorney

[Signature]
Unofficial Witness
Brelon Martin Buckner
Notary Public

My Commission Expires:

March 20, 2022


ATTEST:

GRANTEE:
COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

By: *[Signature]*
(SEAL)


By: *Heann Cord*

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness
Brelon Martin Buckner
Notary Public

My Commission Expires:

March 20, 2022


EXHIBIT "A"

Grantor hereby grants to Grantee the following easements across Tax Parcels 13-0003-LL-0449 and 13-0003-LL-0588 for the purposes of establishing an easement over under, across, and through the easement areas hereinafter set forth for a Right-of-Way to provide through Brannon Bark for a public road between Karen Road and Herschel Road.

Easement Parcel 13-0003-LL-0588

The legal description for said easement parcel is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 4 of the 13th District, City of College Park, Fulton County Georgia and being more particularly described as follows:

To find the point of beginning, begin at the northwest corner of Land Lot 4 (being the common corner of Land Lots 3,4, 193 & 224; running thence South 16 Degrees 53 Minutes 16 Seconds East for a distance of 1,398.69 feet to a point on the proposed ingress-egress easement and THE POINT OF BEGINNING.

Running thence South 00 Degrees 03 Minutes 01 Seconds West for a distance of 138.09 feet to a point; running thence North 89 Degrees 06 Minutes 38 Seconds West for a distance of 430.16 feet to a point; running thence North 89 Degrees 42 Minutes 39 Seconds West a distance of 12.81 feet to a point; running thence North 01 Degrees 15 Minutes 09 Seconds East for a distance of 87.47 feet to a point; running thence North 84 Degrees 19 Minutes 01 Seconds East for a distance of 443.30 feet to a point and THE POINT OF BEGINNING.

Together with and subject to all legal easements and rights of ways both public and private, said easement area contains 49,799 Square Feet or 1.14 acres more or less.

TOGETHER WITH:**Easement Parcel 13-0003-LL-0449**

The legal description for said easement parcel is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 3 of the 13th District, City of College Park, Fulton County Georgia and being more particularly described as follows:

To find the point of beginning, begin at the northeast corner of Land Lot 3 (being the common corner of Land Lots 3,4, 193 & 224; running thence South 01 Degree 26 Minutes 28 Seconds West for a distance of 1,382.71 feet to a point on the east line of Land Lot 3 on the proposed ingress-egress easement, and THE POINT OF BEGINNING.

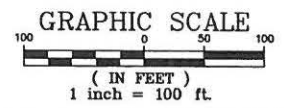
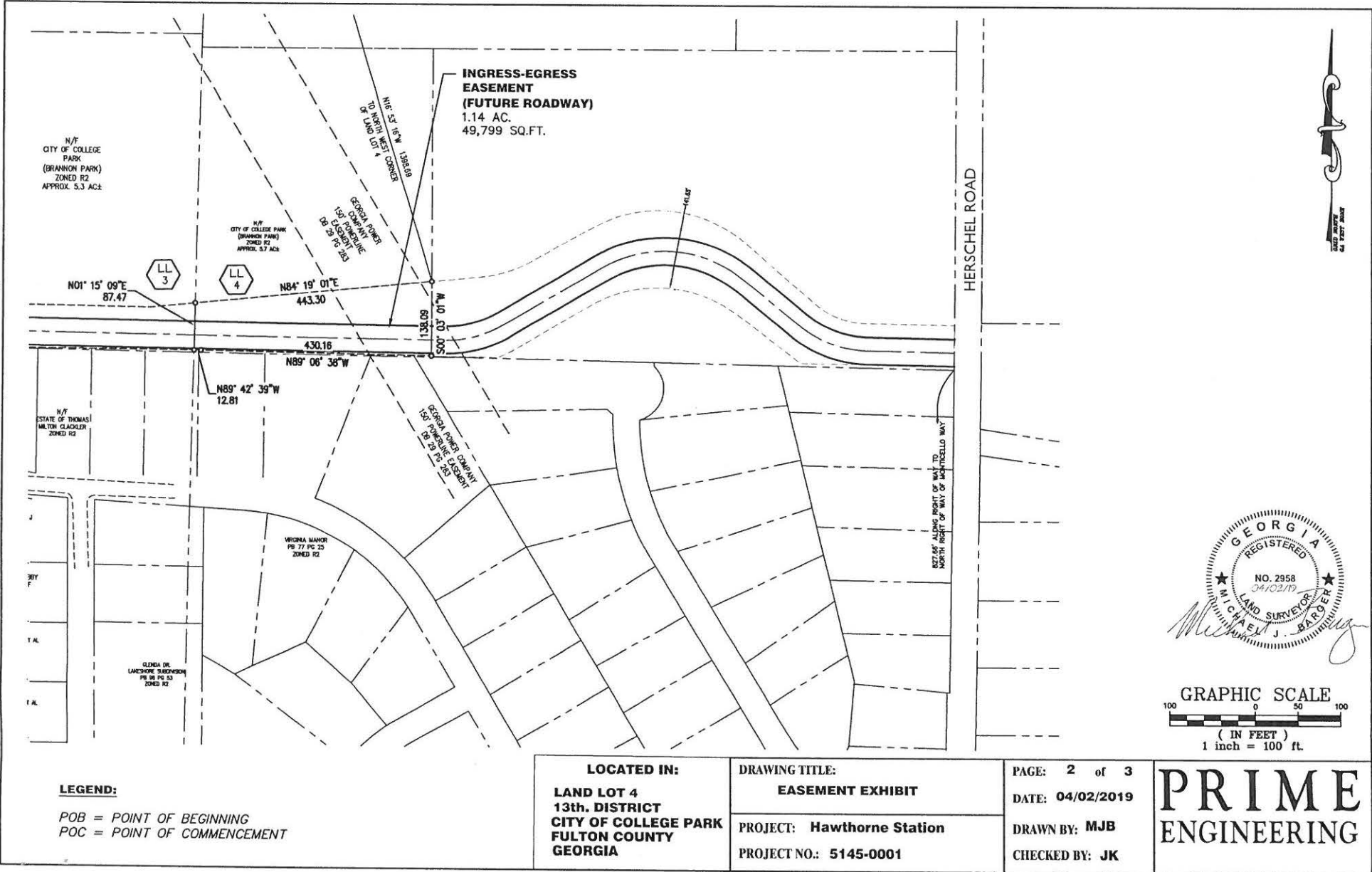
Running thence South 1 Degree 15 Minutes 09 Seconds West for a distance of 87.47 feet to a point; running thence North 89 Degrees 42 Minutes 39 Seconds West for a distance of 287.78 feet to a point; running thence South 89 Degrees 54 Minutes 57 Seconds West for a distance of 97.26 feet to a point; running thence North 00 Degrees 16 Minutes 34 Seconds East for a distance of 81.17

feet to a point; running thence South 89 Degrees 20 Minutes 42 Seconds East for a distance of 301.91 feet to a point; running thence North 84 Degrees 19 Minutes 01 Seconds East for a distance of 85.08 feet to a point on the east line of Land Lot 3 and THE POINT OF BEGINNING.

Together with and subject to all legal easements and rights of ways both public and private, said easement area contains 31,014 Square Feet or 0.71 acres more or less.

EXHIBIT " B "

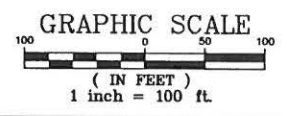
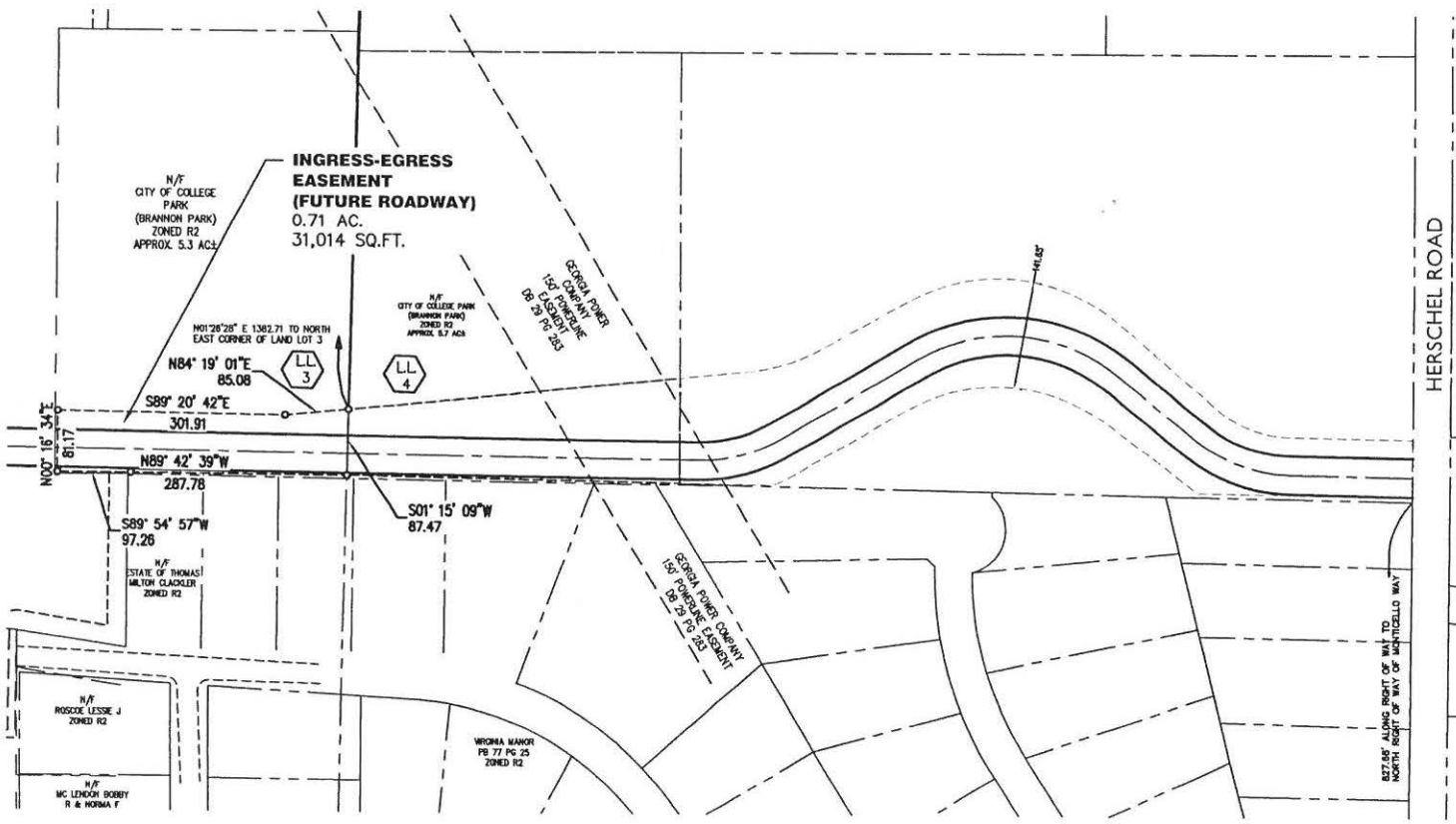
R:\5145-0001 Beecham-Hershel Rd 69 Acre Boundary Survey\2 SURVE\5145-0001 EASEMENTS-10.dwg Wed, 04/10/19 10:45 AM



LEGEND:
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT

LOCATED IN: LAND LOT 4 13th. DISTRICT CITY OF COLLEGE PARK FULTON COUNTY GEORGIA	DRAWING TITLE: EASEMENT EXHIBIT	PAGE: 2 of 3 DATE: 04/02/2019	PRIME ENGINEERING
	PROJECT: Hawthorne Station PROJECT NO.: 5145-0001	DRAWN BY: MJB CHECKED BY: JK	

R:\5145-0001 Beecham-Hershel Rd 69 Acre Boundary Survey\2 SURVEY\5145-0001 EASEMENTS-10.dwg Wed, 04/10/19 10:38 AM



LEGEND:
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT

LOCATED IN: LAND LOT 3 13th. DISTRICT CITY OF COLLEGE PARK FULTON COUNTY GEORGIA	DRAWING TITLE: EASEMENT EXHIBIT	PAGE: 3 of 3 DATE: 04/02/2019
	PROJECT: Hawthorne Station PROJECT NO.: 5145-0001	DRAWN BY: MJB CHECKED BY: JK

**PRIME
 ENGINEERING**

EXHIBIT B
CITY OF COLLEGE PARK ORDINANCE(S)

1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3 **ORDINANCE 2020-19**

4 AN ORDINANCE TO AMEND THE CONDITIONS IMPOSED ON THE
5 DEVELOPMENT AND USE OF CERTAIN REAL PROPERTY THAT IS LOCATED ON 0
6 KAREN LANE AND THAT IS SUBJECT TO THE ZONING DESIGNATION OF PD-R
7 (PLANNED DEVELOPMENT RESIDENTIAL); TO PROVIDE FOR SEVERABILITY; TO
8 REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR
9 OTHER PURPOSES.

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

12 **WHEREAS**, on October 01, 2018, the governing authority modified the zoning
13 designation of a certain parcel of real property commonly known as 0 Karen Road according to
14 the present system of numbering lots in the City (Fulton County Tax Parcel Identification Number
15 13 0003 LL0563) to PD-R (Planned Development Residential) and imposed certain conditions on
16 the use of said parcel under said zoning designation via Ordinance 2018-10;

17 **WHEREAS**, on September 03, 2019, the governing authority further modified the zoning
18 conditions on the use of said parcel under said zoning designation, as more fully described in
19 Ordinance 2019-24;

20 **WHEREAS**, the governing authority has received a request from the developer to further
21 amend the final development plan and zoning conditions numbered 8 and 12 in Ordinance 2019-
22 24;

23 **WHEREAS**, condition number 8 in Ordinance 2019-24 states, “Lot coverage shall not
24 exceed 40%”;

25 **WHEREAS**, condition number 12 in Ordinance 2019-24 states, “A minimum of 20% of
26 the single-family lots shall be 60 feet wide, and a maximum of 80% of the single-family lots shall
27 be 50 feet wide.”;

28 **WHEREAS**, the governing authority desires to retain the current zoning designation of
29 said parcel but to modify certain conditions imposed on the development and use of said parcel
30 under that designation;

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

35 **WHEREAS**, the governing authority desires to amend the final development plan in
36 accordance with Section 4.36 (“Planned Development Amendments”) of Article 4 (“Planned
37 Development”) in Appendix A (“Zoning”) of the Code of Ordinances, City of College Park,
38 Georgia;

39 **WHEREAS**, the governing authority conducted a public hearing on December 07, 2020
40 to consider zoning modification requested by Folia Group, LLC (the “Developer”);

41 **WHEREAS**, the governing authority approves the removal of conditions 8 and 12
42 described in detail below, and subjects the Developer to comply with all conditions stated herein;
43 and

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

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

48 **Section 1.** The parcel of real property that is commonly known as 0 Karen Road according
49 to the present system of numbering lots in the City and bears Fulton County Tax Parcel
50 Identification Number: 13 0003 LL0563, said property being further shown on the map attached
51 hereto as Exhibit "A" and incorporated herein by reference, shall retain the zoning designation of
52 PD-R (Planned Development Residential).

53 **Section 2.** Condition number 8 (line 68) and condition number 12 (lines 80-81) in City of
54 College Park Ordinance 2019-24 executed on September 03, 2019 are hereby repealed in their
55 entirety.

56 **Section 3.** The development and use of the property identified in Section 1 is subject to
57 the amended Site Plan attached hereto and incorporated herein as Exhibit "B," and all applicable
58 restrictions, limitations, and requirements of the Code of Ordinances, City of College Park,
59 Georgia. In addition, the development and use of said parcel shall be subject to the conditions
60 previously imposed in Ordinance 2019-24 and as amended in Section 2 herein.

61 **Section 4.** To the extent necessary and required, the zoning designation and conditions
62 imposed herein shall be noted on the official City of College Park Zoning Map approved by the
63 City's Mayor and Council as soon as reasonably possible following adoption of this Ordinance,
64 along with an editorial note on the official City of College Park Zoning Map specifying the parcel
65 affected by this Ordinance and the date of adoption of this Ordinance.

66 **Section 5.** The preamble of this Ordinance shall be considered to be and is hereby
67 incorporated by reference as if fully set out herein.

68 **Section 6.** (a) It is hereby declared to be the intention of the Mayor and Council that all
69 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
70 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

71 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
72 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
73 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
74 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
75 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
76 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
77 Ordinance.

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

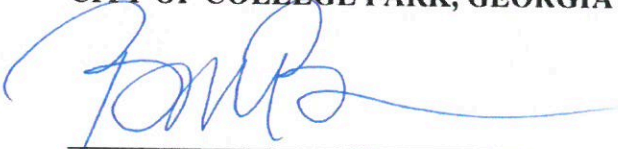
87 **Section 7.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
88 repealed.

89 **Section 8.** Penalties in effect for violations of the Zoning Ordinance of the City of College
90 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
91 applicable to this Ordinance and shall remain in full force and effect.

92 **Section 9.** The effective date of this Ordinance shall be the date of adoption unless
93 otherwise specified herein.

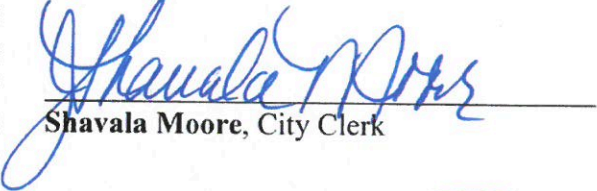
94 **ORDAINED**, this 7 day of December, 2020.

CITY OF COLLEGE PARK, GEORGIA

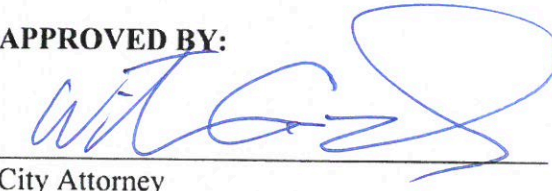


Bianca Motley Broom, Mayor

104 **ATTEST:**

105 
106 _____
107 Shavala Moore, City Clerk

111 **APPROVED BY:**

112 
113 _____
114 City Attorney

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE 2019-24

1 AN ORDINANCE TO AMEND THE CONDITIONS IMPOSED ON THE
2 DEVELOPMENT AND USE OF CERTAIN REAL PROPERTY THAT IS LOCATED AT 0
3 KAREN ROAD AND THAT IS SUBJECT TO THE ZONING DESIGNATION OF PD-R
4 (PLANNED DEVELOPMENT RESIDENTIAL); TO PROVIDE FOR SEVERABILITY; TO
5 REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR
6 OTHER PURPOSES.

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

9 **WHEREAS**, on October 1, 2018, the governing authority modified the zoning designation
10 of a certain parcel of real property commonly known as 0 Karen Road according to the present
11 system of numbering lots in the City (Fulton County Tax Parcel Identification Number 13 0003
12 LL0563) to PD-R (Planned Development Residential) and imposed certain conditions on the use
13 of said parcel under said zoning designation;

14 **WHEREAS**, the governing authority has received a request to rezone said parcel and,
15 rather than rezone said parcel as requested therein, desires to retain the current zoning designation
16 of said parcel and to modify the conditions imposed on the development and use of said parcel
17 under that designation;

18 **WHEREAS**, the governing authority of the City has considered the criteria of a rezoning
19 request, provided in Section 14.11 (“Zoning Amendment Process (ZA)”) of Article 14 (“Processes,

20 Permits, and Fees”) in Appendix A (“Zoning”) of the Code of Ordinances, City of College Park,
21 Georgia; and

22 **WHEREAS**, the health, safety, morals and general welfare of the citizens of the City will
23 be positively impacted by the adoption of this Ordinance.

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

26 **Section 1.** The parcel of real property that is commonly known as 0 Karen Road according
27 to the present system of numbering lots in the City and bears Fulton County Tax Parcel
28 Identification Number 13 0003 LL0563, said property being further shown on the map attached
29 hereto as Exhibit “A” and incorporated herein by reference, shall retain the zoning designation of
30 PD-R (Planned Development Residential).

31 **Section 2.** The development and use of the property identified in Section 1 is subject to
32 the Site Plan attached hereto and incorporated herein as Exhibit “B”, the representative house
33 styles depicted in the document attached hereto and incorporated herein as Exhibit “C”, and all
34 applicable restrictions, limitations, and requirements of the Code of Ordinances, City of College
35 Park, Georgia. In addition, the development and use of said parcel also is subject to the following
36 conditions:

- 37 1. The Development must have restrictive covenants which shall include at least the
38 following provisions:
39
- 40 ■ Developer/seller shall prepare adequate disclosures to purchasers regarding
41 airport noise. Disclosure documents must be approved by the College Park
42 City Attorney prior to execution of the final plat.
43
 - 44 ■ Homeowner’s Association shall enforce a limit on residential rentals. The
45 number of rental houses shall not exceed 10%.
46
- 47 2. There shall be a maximum of 300 residential units.
48

- 49 3. Each residence shall have sufficient acoustic insulation to reduce external noise
50 levels by a minimum of 35 DBA, and an average of 38 DBA throughout the living
51 space.
52
- 53 4. Residential Units shall have cement fiber lap siding (“hardi-plank”) and incorporate
54 masonry elements as evidenced in Exhibit “C” stamped “Received 8/26/2019”,
55 though the builder may have the flexibility to substitute stone for brick and vice
56 versa, as long as the architectural elements are appropriately incorporated and
57 masonry elements comprise a minimum of 10% of the building front facades but
58 will vary such that at least 30% of all units will have 30% or more masonry material.
59
- 60 5. Amenity package shall be installed prior to the sale of the first residential property.
61
- 62 6. Developer must certify that Pulte Group, Inc. and Meritage Homes or similar
63 builder with proven financial capability and construction quality will be the builders
64 for the residences on the site.
65
- 66 7. There shall be a minimum separation of 12 feet between residential units.
67
- 68 8. Lot coverage shall not exceed 40%.
69
- 70 9. A performance bond shall be issued for each phase of land development.
71
- 72 10. Developer shall provide new fencing, gazebo, restroom facility and landscape
73 improvements to Brannon Park.
74
- 75 11. City of College Park shall provide a Right-of-Way easement through Brannon Park
76 for new public road between Herschel Road and the proposed development, to be
77 constructed by developer at developer’s sole expense. Upon satisfactory
78 completion, said road shall be dedicated to the City.
79
- 80 12. A minimum of 20% of the single-family lots shall be 60 feet wide, and a maximum
81 of 80% of the single-family lots shall be 50 feet wide.
82
- 83 13. Prior to Certification of Occupation (CO), builder shall provide certification to the
84 City of College Park building official that Condition #3 requirements regarding
85 sound levels have been satisfied.
86

87 **Section 3.** To the extent necessary and required, the zoning designation and conditions
88 imposed herein shall be noted on the official City of College Park Zoning Map approved by the
89 Mayor and Council as soon as reasonably possible following the adoption of this Ordinance, along

90 with an editorial note on the official City of College Park Zoning Map specifying the parcel
91 affected by this Ordinance and the date of adoption of this Ordinance.

92 **Section 4.** The preamble of this Ordinance shall be considered to be and is hereby
93 incorporated by reference as if fully set out herein.

94 **Section 5.** (a) It is hereby declared to be the intention of the Mayor and Council that all
95 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
96 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

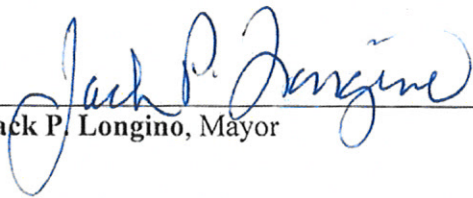
113 **Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
114 repealed.

115 **Section 7.** Penalties in effect for violations of the Zoning Ordinance of the City of College
116 Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to
117 this Ordinance and shall remain in full force and effect.

118 **Section 8.** The effective date of this Ordinance shall be the date of adoption unless
119 otherwise specified herein.

ORDAINED, this 3 day of September, 2019.

CITY OF COLLEGE PARK, GEORGIA



Jack P. Longino, Mayor

ATTEST:



Shayala Moore, City Clerk

APPROVED BY:

City Attorney

120

Exhibit "A"

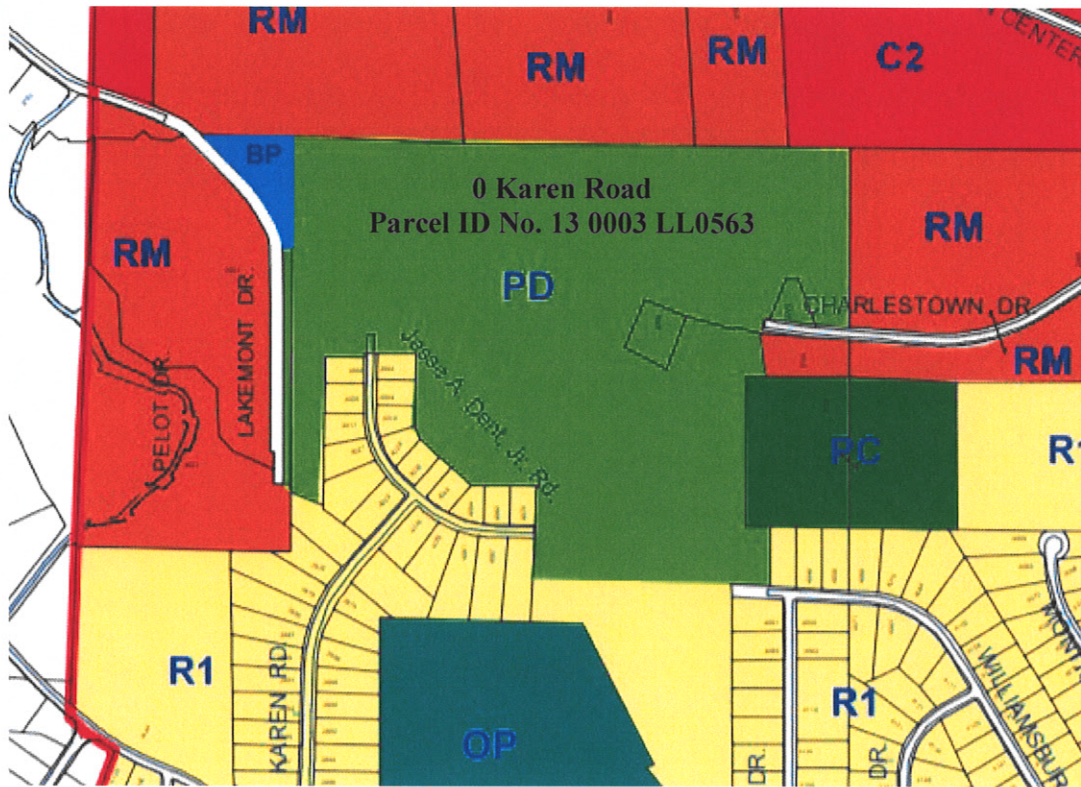


EXHIBIT C**RISK MANAGEMENT REQUIREMENTS**

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

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

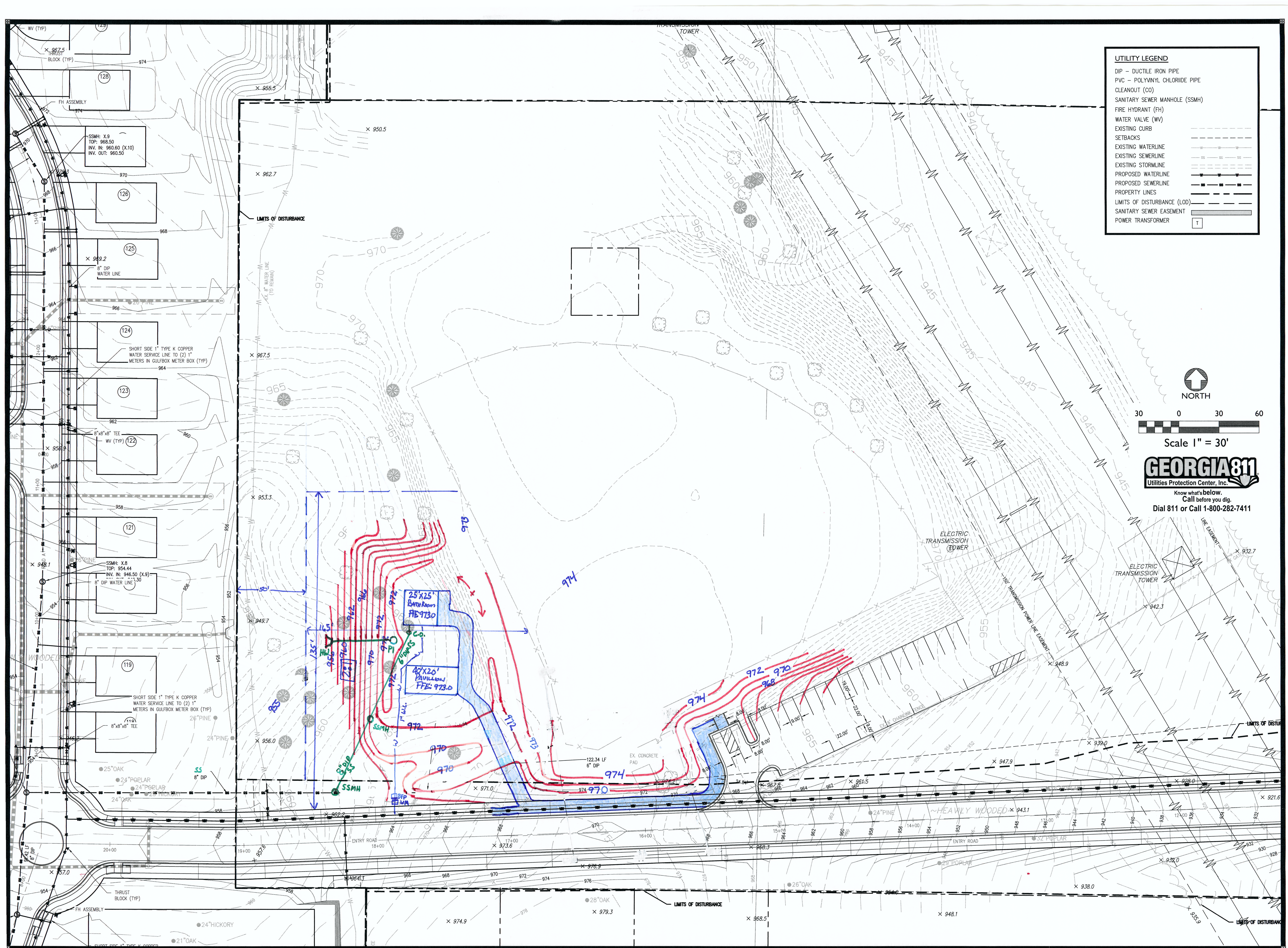
Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

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

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


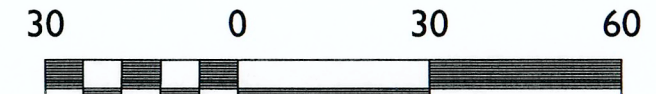
EXHIBIT D

FINAL BRANNON PARK DEVELOPMENT PLAN



UTILITY LEGEND

- DIP - DUCTILE IRON PIPE
- PVC - POLYVINYL CHLORIDE PIPE
- CLEANOUT (CO)
- SANITARY SEWER MANHOLE (SSMH)
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- EXISTING CURB
- SETBACKS
- EXISTING WATERLINE
- EXISTING SEWERLINE
- EXISTING STORMLINE
- PROPOSED WATERLINE
- PROPOSED SEWERLINE
- PROPERTY LINES
- LIMITS OF DISTURBANCE (LOD)
- SANITARY SEWER EASEMENT
- POWER TRANSFORMER


 NORTH

 Scale 1" = 30'

GEORGIA811
 Utilities Protection Center, Inc.
 Know what's below.
 Call before you dig.
 Dial 811 or Call 1-800-282-7411


 Civil Engineering Water Resources
 Land Planning Property Services
 Landscape Architecture Arborist Services
 50 Warm Springs Circle
 Roswell + Georgia + 30075
 (770)641-1942 + www.aecat.com

PARK
 CONCEPT

HAWTHORNE
 STATION
 CITY OF COLLEGE PARK, GEORGIA

NO.	REVISIONS	DATE
	CITY LDP REVISION	12-3-2020
	GSWCC PERMIT REVISION SUBMITTAL	02-10-2021
	CITY LDP REVISION SUBMITTAL	2-23-2021
	CITY LDP REVISION SUBMITTAL	4-21-2021
	PLAN REVISION	5-26-2021
	CITY LDP REVISION SUBMITTAL	8-6-2021
	CITY LDP REVISION SUBMITTAL	9-2-2021

PROJECT NO.: 17-4088
 CIVIL DRAWN BY: DWW, DSS, CRH
 CIVIL DESIGNED BY: DWW, MDV
 LANDSCAPE DRAWN BY:
 LANDSCAPE DESIGNED BY:
 CHECKED BY: MDV, JWM
 DATE: 2/26/2019

SHEET



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9140

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West TSPLOST Resolution for Six West

PURPOSE: Reallocation of TSPLOST funds to fund alternative infrastructure projects in the Six West Development.

REASON: Funding is needed for the replacement and improvement of roadway infrastructure.

RECOMMENDATION: Staff recommends that the City Council authorize the Mayor to execute the amended and prioritized TSPLOST resolution.

BACKGROUND: See memorandum

COST TO CITY: None

REVENUE TO CITY: See attachments

CITY COUNCIL HEARING DATE: November 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Jackson Myers - Infrastructure Development Director
Artie Jones, III - Economic Development Director

ATTACHMENTS:

- College Park- Original TSPLOST Project Lists with Tiers (PDF)
- CP-TSPLOST PROJECT LIST RESOLUTION (2021) (PDF)

Review:

- Artie Jones Completed 09/28/2021 3:25 PM
- Sonya Harold Completed 10/01/2021 9:23 AM
- Jackson Myers Completed 10/01/2021 10:00 AM
- City Attorney's Office Completed 10/04/2021 1:25 PM
- Mercedes Miller Completed 10/05/2021 2:31 PM
- Mayor & City Council Pending 11/15/2021 7:30 PM

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$716,447
Resurfacing	
Bridges	\$900,900
Herschel Road @ Camp Creek, South Fork	
Camp Creek Parkway Frontage Road @ Camp Creek, South Fork	
Operations and Safety	\$3,801,280
Old National Highway planning study (I-285 to Surrey Trail)	
Old National Highway signal timing maintenance	
Main Street at Virginia Avenue	
Main Street at Harvard Avenue	
Virginia Avenue at College Street	
Virginia Avenue at Adams Street	
Virginia Avenue at Madison Street	
Conley Street at Columbia Avenue	
Old National Highway at Godby Road	
Rhodes Street Ext. from Camp Creek Parkway to Yale Avenue	
Pedestrian / Bike Improvements	\$3,407,872
Old National Highway @ I-285 (intersection only)	
Virginia Avenue bike lanes (Main Street to Harrison Road)	
Lake Shore Drive/Janice Drive (Herschel to Sun Valley)	
Camp Truitt (Herschel Road to Airport Drive)	
College Street (Harvard Avenue to Oxford Avenue)	
Virginia Avenue (Lee Street to Atlanta Street)	
Landscape/Streetscape	\$1,005,000
Buffington Road at South Fulton Parkway (partial funding)	
Old National Highway at I-285 (partial funding)	
Quick Response Projects	\$819,231
Program Management	\$449,701
TIER 1 TOTAL PURPOSE COSTS	\$11,100,431

COLLEGE PARK TIER 2 PURPOSES/PROJECTS

Pedestrian/Bicycle	\$425,248
South Fulton Parkway (Buffington Road to Welcome All Road)	
Landscape/ Streetscape	\$502,500
Camp Creek Parkway at I-85 (partial funding)	
Operations and Safety	\$528,000
College Street at Harvard Avenue	
Washington Road (Camp Creek Parkway to Delowe Drive)	
Quick Response Projects	\$423,793
Program Management	\$79,359
TIER 2 TOTAL PURPOSE COSTS	\$1,958,900

COLLEGE PARK TIER 3 PURPOSES/PROJECTS

Quick Response Projects	\$1,887,271
Program Management	\$79,358
TIER 3 TOTAL PURPOSE COSTS	\$1,966,629

TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,025,960
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STATE OF GEORGIA**CITY OF COLLEGE PARK****RESOLUTION NO. 2021-__**

1 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE
2 PARK, GEORGIA TO AMEND AND PRIORITIZE THE PROJECT LIST FOR THE 2017-2022
3 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR TRANSPORTATION PURPOSES;
4 TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5 **WHEREAS**, the duly elected governing authority of the City of College Park, Georgia
6 is the Mayor and Council thereof;

7 **WHEREAS**, during the 2016 Legislative Session, the Georgia Legislature passed
8 Senate Bill 369 (SB 369) authorizing counties to consider a Special Purpose Local Option Sales
9 Tax for transportation purposes (“TSPLOST”);

10 **WHEREAS**, on November 8, 2016, Fulton County residents voted to approve a 0.75-
11 cent sales tax for transportation purposes. The funding is generated from within Fulton County,
12 excluding the City of Atlanta;

13 **WHEREAS**, the sales tax started on April 1, 2017, will last no more than 5 years, and
14 end on March 30, 2022, or when the maximum amount of \$655 million is reached;

15 **WHEREAS**, the City has previously approved a list of projects and purposes
16 (“TSPLOST Project List”) qualifying as “transportation purposes” to be funded from the
17 TSPLOST, which are consistent with the statewide strategic transportation plan; and

18 **WHEREAS**, due to the change in market conditions, new developments, and the rise
19 in construction related costs, it is necessary to amend and prioritize the previously approved
20 TSPLOST Project List in order to effectively and efficiently maximize the use of the 2017-

21 2022 TSPLOST proceeds for transportation purposes throughout the City.

22 **BE IT AND IT IS HEREBY RESOLVED**, by the Mayor and Council of the City of
23 College Park, Georgia, and by the authority thereof, that: the TSPLOST Project List for the
24 2017-2022 TSPLOST Program attached hereto as Exhibit A is hereby approved and adopted.

25 **BE IT FURTHER RESOLVED**, that the preamble of this Resolution and Exhibit A
26 attached hereto shall be considered to be and is hereby incorporated by reference as if fully set
27 out herein.

28 **BE IT FURTHER RESOLVED**, that: (a) It is hereby declared to be the intention of the
29 Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution
30 are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable
31 and constitutional.

32 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
33 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
34 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this
35 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the
36 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution
37 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
38 Resolution.

39 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
40 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
41 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
42 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
43 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
44 of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to

45 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
46 sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and
47 effect.

48 **BE IT FURTHER RESOLVED**, that All resolutions and parts of resolutions in conflict
49 herewith are hereby expressly repealed.

50 **BE IT FURTHER RESOLVED**, that the effective date of this Resolution shall be the
51 date of adoption unless otherwise specified herein.

SO RESOLVED AND ADOPTED 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

TSP/LOST PROJECT LIST ATTACHED



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9206

DATE: November 3, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Main Street Selfie Mural Project

PURPOSE:

This request is to have a small mural painted on the side of the building located at 3719 Main Street (The Real Milk & Honey).

REASON: There are many people on Main Street visiting the restaurants and businesses. Often those visitors are seen taking pictures, (selfies), and it was considered by the Main Street board to have a small mural painted on the wall of the business The Real Milk & Honey. The small alley is also currently on a pressure washing cleaning cycle, and the board desires to make this area come alive with art injections. Permission has been received from the property owner. The image included is only an example of what can be painted. Once an artist is selected, an image will be agreed upon and will be presented to Mayor and Council before work begins.

RECOMMENDATION: Requesting approval to allow a mural to be installed.

BACKGROUND: See attachments.

YEARS OF SERVICE:

COST TO CITY: \$1500 (compensation for artists time)

BUDGETED ITEM: 100-7550-526193

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: November 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Renée Coakley, Main Street Manager
Artie Jones, III, Economic Development Director

ATTACHMENTS:

- Call for Artists Selfie Wall (PDF)
- selfie idea (PDF)

Review:

- Artie Jones Completed 10/26/2021 8:23 PM
- Sonya Harold Completed 11/02/2021 9:50 AM
- Mercedes Miller Completed 11/02/2021 9:56 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

Is This Wall for You?

Mural Project Call for Artists
Entry Deadline: Nov. 1
3719 Main Street.
College Park, GA 30337

In the spirit of keeping the arts alive and to boost placemaking in our community, The Selfie Wall Mural Project is announced with hopes of completion by Spring of 2022. The goal of this project is to create a welcoming space for our many visitors and foot traffic in the area which will positively impact the success of downtown businesses.

Artists will be compensated for their work. We respect the time and energy it takes to develop concepts of this magnitude. Therefore, artist will be chosen based off of a preliminary sketch and resume of previous work. Once selected, artist will then be asked to provide a more detailed rendering and design based within the outlined budget proposed. This mural is budgeted at \$1,500.

Artists will be responsible for advising of materials required, including paint, to complete their design. **Materials will be supplied to the artist to complete the project.**

Mural Guidelines:

- *Design and implication is of a high level and excellence
- *Happy, uplifting, inspiring and colorful
- *absent of any political, social statements or influences
- *universal appeal - Accepted and Loved

The mural will be installed on the outer wall of the business located at 3719 Main Street (The Real Milk & Honey). Permission has been received from property owner. (Google Map link for additional building images and street views - <https://goo.gl/maps/hWbjC2DoV9QqsDUX7>). Seeking a brilliantly colored selfie inspired mural. Artists are welcome to get creative and use their own inspiration and style to interpret this mural's themes, text, colors, etc.

SUBMISSION GUIDELINES FOR FIRST JURYING

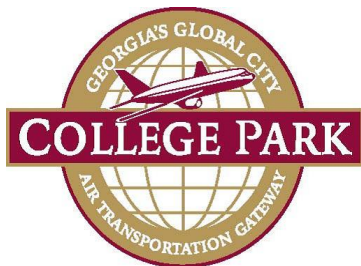
- Submit a preliminary sketch-up of your concept along with a page written proposal.
- A current resume and/or bio with a phone number and email address
- 3 to 5 examples of recent (mural) work. Experience with mural paintings is preferred.
- Proposed material needs

Please send completed email submission to
rcoakley@collegeparkga.com



#AVENUEPVD

#TOSTOGETHER



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9210

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Sewer Credits for Customers With Cooling Towers

PURPOSE: To provide a credit for those customers for water diverted from the sewer system. These customers receive credits for these charges each year.

REASON: Seven commercial accounts provide water for heating/cooling systems that do not enter the City's sewer system. Therefore, they receive credits for these charges each year.

RECOMMENDATION: Approve the amounts as presented to be credited to each account.

BACKGROUND: For the past several years, the commercial accounts of Marriott, Boxer F2 LP (Waterstone), Sysco, Westin, FAA, Embassy Suites, and the GICC have had separate water meters installed to measure the flow of water going to their cooling towers. These meters are on the load side of the City water meter and owned by the customer.

COST TO CITY: \$76,798.26

BUDGETED ITEM: Yes. Account #: 505-4400-53-4222, Sales - Commercial Sewer

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: Nov. 15, 2020

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, Water & Sewer Department

ATTACHMENTS:

- Cooling Tower Sewer Credits 2021 (PDF)

Review:

- Hugh Richardson Completed 10/26/2021 1:35 PM
- Melissa Echevarria Pending
- Finance Completed 11/09/2021 6:07 PM
- Sonya Harold Completed 11/10/2021 10:03 AM
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM

Cooling Tower Sewer Credits
2020 - 2021

Account #	Name	Meter #	Previous Read	Current Read	KGAL Usage	Credit	GL Account
40270778	Marriott 4711 Best Road	90540	1822	4863	3041	\$18,063.54	505-4400-34-4222
40271010	Boxer F2 LP 4751 Best Road	8202	4337	4719	382	\$2,269.08	505-4400-34-4222
40272475	Sysco 2225 Riverdale	9877	51565	55827	4262	\$25,316.28	505-4400-34-4222
40270785	Westin 4737 Best Road	5399	8315	8315	0	\$0.00	505-4400-34-4222
10241460	FAA Bldg.	7605	40434	41263	829	\$4,924.26	505-4400-34-4222
		9077	5611	5916	305	\$1,811.70	505-4400-34-4222
40291262	Embassy Suites 4700 Southport	16010786	3080	3698	618	\$3,670.92	505-4400-34-4222
10726220	GICC	17765	21337	24829	3492	\$20,742.48	505-4400-34-4222

Total Credits

12929 \$76,798.26



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9223

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Approval of Lighting Agreement

PURPOSE: For Georgia Department of Transportation to complete the roadway design project for the fully funded Buffington Roadway and Bridge projects PI # 0013848 & 0013949. Our city need to enter into a street light agreement with Georgia Power due to the fact our city haven't any power lines located in this area of our city.

REASON: For a roundabout to operate satisfactorily, a driver must be able to enter the roundabout, move through the circulating traffic, and separate from the circulating stream in a safe and efficient manner. Pedestrians must also be able to safely use the crosswalks. To accomplish this, a driver must be able to perceive the general layout and operation of the intersection in time to make the appropriate maneuvers. Adequate lighting should therefore be provided at all roundabouts.

RECOMMENDATION: For your approval for City of College Park and our Power Department enter into an agreement with Georgia Power for Georgia Department of Transportation Projects PI # 0013848 & 0013949-Buffington Road-Lighting plans.

BACKGROUND: The Design Guide for Roundabout Lighting, published by the Illuminating Engineering Society (IES), is the primary resource that should be consulted in completing a lighting plan for a roundabout (1). The IES design guide provides recommendations for lighting of roundabouts, including light levels within the roundabout and vertical light levels at locations where pedestrians and bicycles are present. Other documents that could also provide assistance when completing a design include:

- An Information Guide for Roadway Lighting by AASHTO (2);
- Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals by AASHTO (3);
- Roadway Lighting Design Guide by AASHTO (4); and
- American National Standard Practice for Roadway Lighting by IES (5).

Lighting of roundabouts serves two main purposes:

1. It provides visibility from a distance for users approaching the roundabout; and
2. It provides visibility of the key conflict areas to improve users' perception of the layout and visibility of other users within the roundabout.

YEARS OF SERVICE:

COST TO CITY: Monthly power bill for lighting newly constructed roundabout funded by Georgia Department of Transportation.

BUDGETED ITEM: No funding is required at this time. The project has minimum of six months before construction begins.

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: November 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Georgia Department of Transportation

AFFECTED AGENCIES: Georgia Power

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Hugh Richardson, Power Department Director

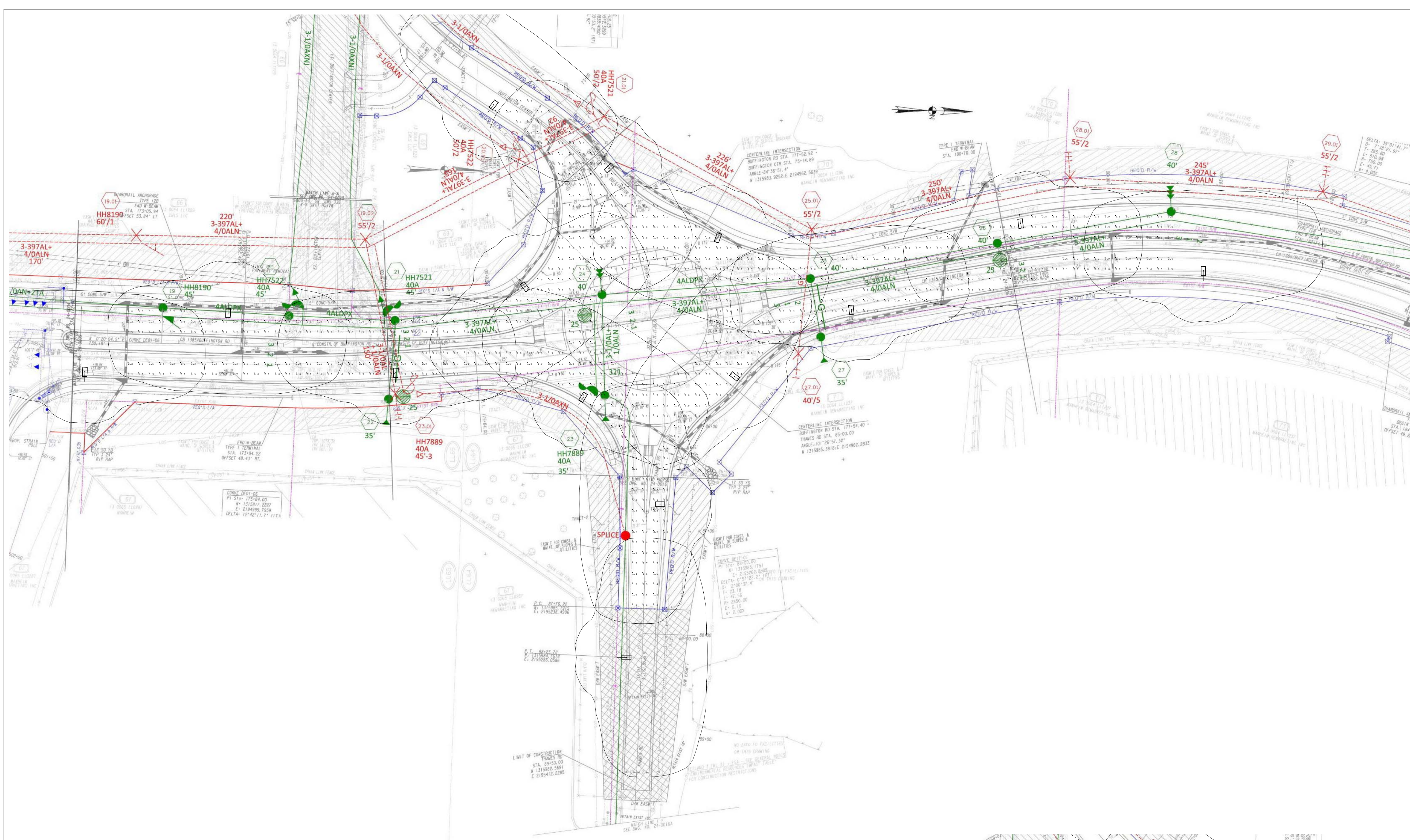
ATTACHMENTS:

- Photometric City of S Fulton Roadway Project 0013948(PDF)

Review:

- Jackson Myers Completed 11/08/2021 10:21 AM
- Sonya Harold Completed 11/08/2021 10:35 AM
- Hugh Richardson Completed 11/08/2021 10:35 PM
- Mercedes Miller Completed 11/09/2021 10:06 AM

- Mayor & City Council Pending 11/15/2021 7:30 PM



Symbol	Qty	Label	Arrangement	Lum. Width	Total Luminaire Lum.	Luminaire Spacing	Description
DL	14	DL	SS/2	354	3367	240	400' AOD - 4' x 4' - 1/2"

Label	CalcType	Unit	Avg	Max	Min	Avg/Min	Max/Min
CR15 NB Approach 1 Luminance	Luminance	cd/sq.m	1.19	3.1	0.9	1.70	4.43
CR15 NB Approach 1 Veil Lum	Veiling Luminance	cd/sq.m	0.21	0.6	0.0	N/A	N/A
CR15 NB Approach 2 Luminance	Luminance	cd/sq.m	1.19	3.4	0.9	1.99	4.86
CR15 NB Approach 2 Veil Lum	Veiling Luminance	cd/sq.m	0.16	0.6	0.0	1.60	6.00
CR15 NB Depart 1 Luminance	Luminance	cd/sq.m	0.71	1.9	0.4	1.78	3.05
CR15 NB Depart 1 Veil Lum	Veiling Luminance	cd/sq.m	0.18	0.6	0.0	N/A	N/A
CR15 NB Depart 2 Luminance	Luminance	cd/sq.m	1.70	3.8	0.8	2.13	4.75
CR15 NB Depart 2 Veil Lum	Veiling Luminance	cd/sq.m	0.11	0.3	0.0	1.10	2.00
CR15 SB Approach 1 Luminance	Luminance	cd/sq.m	2.33	4.6	0.9	2.59	5.11
CR15 SB Approach 1 Veil Lum	Veiling Luminance	cd/sq.m	0.09	0.1	0.0	N/A	N/A
CR15 SB Approach 2 Luminance	Luminance	cd/sq.m	0.88	2.1	0.4	2.20	5.75
CR15 SB Approach 2 Veil Lum	Veiling Luminance	cd/sq.m	0.15	0.4	0.0	1.50	4.00
CR15 SB Depart 1 Luminance	Luminance	cd/sq.m	0.84	1.4	0.4	2.10	3.50
CR15 SB Depart 1 Veil Lum	Veiling Luminance	cd/sq.m	0.08	0.2	0.0	N/A	N/A
CR15 SB Depart 2 Luminance	Luminance	cd/sq.m	1.32	3.1	0.3	4.07	10.33
CR15 SB Depart 2 Veil Lum	Veiling Luminance	cd/sq.m	0.14	0.2	0.0	1.40	2.00
Roundabout	Illuminance	fc	2.00	3.8	0.9	2.88	5.43
Thames Rd NB Approach Luminance	Luminance	cd/sq.m	2.46	3.9	1.4	1.70	2.79
Thames Rd NB Approach Veil Lum	Veiling Luminance	cd/sq.m	0.10	0.1	0.0	1.00	1.00
Thames Rd NB Depart Luminance	Luminance	cd/sq.m	2.46	3.9	1.4	1.70	2.79
Thames Rd NB Depart Veil Lum	Veiling Luminance	cd/sq.m	0.05	0.1	0.0	N/A	N/A
Thames Rd NB Approach Luminance	Luminance	cd/sq.m	2.31	4.2	0.8	2.88	5.35
Thames Rd NB Approach Veil Lum	Veiling Luminance	cd/sq.m	0.16	0.1	0.0	1.60	3.00
Thames Rd NB Depart Luminance	Luminance	cd/sq.m	0.88	1.8	0.4	2.45	4.10
Thames Rd NB Depart Veil Lum	Veiling Luminance	cd/sq.m	0.29	0.6	0.1	2.90	6.00

Luminaire Label	X	Y	Z	Orient	Tilt
20 DL	2882	539	10	267.988	0
21 DL	3158	5262.186	10	105.788	0
22 DL	3215	442	10	59.036	0
23 DL	3161	510	10	250.25	0
24 DL	3391	444	10	142.038	0
25 DL	3302	148	10	186	0
26 DL	3119	921	10	52.126	0
27 DL	3408	124	10	86.478	0
28 DL	3351	174	10	223.91	0
29 DL	3610	1960.955	10	49.174	0
30 DL	3615	524	10	276.848	0
31 DL	3745	445	10	87.634	0
40 DL	3252	202	10	0	0

Luminance Method - Recommended Values RP-8-18

Road and Pedestrian Conflict Area	Average Luminance L _{avg} (cd/m²)	Avg Uniformity Ratio L _{min} /L _{avg}	Max Uniformity Ratio L _{max} /L _{avg}	Max Veiling Ratio L _{veiling} /L _{avg}	
Streets	1.2	3.0	5.0	0.3	
Major	High	0.9	3.0	5.0	0.3
Collector	High	0.8	3.0	5.0	0.4
Local	High	0.8	6.0	10.0	0.4
Major/Collector	High	0.8	3.0	5.0	0.4
Major/Local	High	0.8	6.0	10.0	0.4
Collector/Collector	High	0.8	6.0	10.0	0.4
Collector/Local	High	0.8	6.0	10.0	0.4
Local/Local	High	0.8	6.0	10.0	0.4

Table 12-4 Recommended Pavement Illuminance for Roundabouts (fc)

Functional Classification	Pedestrian Activity Level Classification	High	Medium	Low	Esrg (lm)
Major/Major	High	3.2	2.4	1.7	3.1
Major/Collector	High	2.7	2.0	1.4	3.1
Major/Local	High	2.4	1.9	1.2	3.1
Collector/Collector	High	2.2	1.7	1.1	4.1
Collector/Local	High	2.0	1.5	0.9	4.1
Local/Local	High	1.7	1.3	0.7	6.1



We make no representation as to its completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application. The end user of this data takes full responsibility for the accuracy and correctness of all measurements, area, inventories or other data extracted from this, with the use of a computer, or other measuring instruments either manual or digital in nature. This photometric analysis is an estimate only, and is based on estimated reflectance values for interior applications or estimated pole locations based on specified light levels for exterior applications. Any variance from reflectance values, obstructions, light loss factors (including both physical and electrical), or natural or dimensional data will affect the actual light levels obtained. This analysis is a mathematical model and can be only as accurate as is permitted by the third party software and the requested lighting levels or IES standards used. In addition calculated values may vary from actual measurements in certain situations due to variances, such as but not limited to, lamp output, input voltage variances, manufacturing tolerances and application variances. The presence of objects (i.e. oblique walls, columns, etc) will decrease light levels and may cause shadowing. Lighting application drawings are being provided to the recipient of this disclaimer.

Comments

Date

#

Revisions

Client: Andy McIendon
Drawing Number: 15443C
Date: 7/30/2021

City of S Fulton Roadway Project



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9224

DATE: November 8, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Retaining wall maintenace and repair

Retaining wall maintenance and repair. The duty to maintain and/or repair any retaining wall within the City, regardless of whether that retaining wall is located partially or fully within the City's right of way, shall lie with the private property owner or owners upon whose property the retaining wall is located.

ATTACHMENTS:

- 2021.10.01 - CP Retaining Wall Ordinance[22559] (PDF)

Review:

- Jackson Myers Completed 11/05/2021 12:45 PM
- Airport Affairs Completed 11/08/2021 8:03 AM
- Sonya Harold Completed 11/08/2021 10:34 AM
- City Attorney's Office Completed 11/09/2021 2:05 PM
- Mercedes Miller Completed 11/10/2021 9:20 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2021-__**

1 AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
2 GEORGIA, TO REVISE THE COLLEGE PARK ORDINANCES TO PROVIDE THAT THE
3 DUTY TO MAINTAIN AND/OR REPAIR A RETAINING WALL LIES WITH THE PRIVATE
4 PROPERTY OWNER UPON WHOSE LAND THAT RETAINING WALL IS LOCATED; TO
5 PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER
6 LAWFUL PURPOSES.

7 **WHEREAS**, the Governing Authority of the City of College Park (“City”) is the Mayor
8 and Council thereof; and

9 **WHEREAS**, the City of College Park’s ordinances regarding buildings, construction, and
10 related matters are currently codified as Chapter 5 of the City Code; and

11 **WHEREAS**, Article IX of Chapter 5 Ordinance provides for certain development
12 standards to be upheld with respect to structures related to soil erosion, sedimentation, and
13 pollution control within the City; and

14 **WHEREAS**, the Mayor and the City Council find that the duty to maintain and/or repair
15 retaining walls lies with the private citizens upon whose property those retaining walls are located.

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

18 **Section 1.** The City of College Park code as it currently exists in Article IX of Chapter 5
19 of the City Code is hereby revised by adding the following language to Article IX (Soil Erosion,
20 Sedimentation and Pollution Control Ordinance), Section 5-180, which is currently Reserved:

21 **Sec. 5-180. - Retaining wall maintenance and repair.** The duty to maintain and/or repair
22 any retaining wall within the City, regardless of whether that retaining wall is
23 located partially or fully within the City's right of way, shall lie with the private
24 property owner or owners upon whose property the retaining wall is located.
25

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

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

31 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
32 extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this
33 Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this
34 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
35 greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance
36 is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this
37 Ordinance.

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

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

49 **Section 5.** Penalties in effect for violations of the Buildings; Construction and Related
50 Matters Ordinance of the City of College Park, Georgia at the time of the effective date of this
51 Ordinance shall be and here hereby made applicable to this Ordinance and shall remain in full
52 force and effect.

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

55 **ORDAINED** this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED BY:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9230

DATE: November 5, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Request to Set a Public Hearing for Consideration of a Rezoning at 1905 Godby Road

PURPOSE: Request to Set a Public Hearing to consider the rezoning of 1905 Godby Road from C1 - Neighborhood Business to RM - MultiFamily Residential Zoning District.

REASON: Request to Set a Public Hearing to consider the rezoning of 1905 Godby Road from C1 - Neighborhood Business to RM - MultiFamily Residential Zoning District.

RECOMMENDATION: The City Planner recommends approval with conditions as outlined in the attached staff report.

BACKGROUND: The subject property is currently zoned C1 and is vacant land that was a church. It is approximately 2.17 acres and has access to Godby Road. The applicant proposes a townhouse development consisting of 16 homes. The applicant has included a proposed site plan for the parcel and description for the development. The applicant refers to this type of development as a “pocket neighborhood”, which has been popular throughout the country to create more affordable housing options.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: November 15th, 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 C1 to RM and the construction of a workforce housing development.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Nikki Washington

ATTACHMENTS:

- 1905GodbyRoad_StaffReport (PDF)
- 1905 Godby Rezone Application Packet 9-23-2021 (1) (PDF)
- Rezone of 1905 Godby from C-1 to RM (1) (PDF)
- Survey 1905 Godby (1) (PDF)
- 1905 Godby Road College Park 16 townhouses RM rezoning (1) (PDF)

Review:

- Nikki Washington Completed 11/04/2021 4:01 PM
- Sonya Harold Completed 11/05/2021 8:34 AM
- Engineering Pending
- Fire Pending
- Power Completed 11/05/2021 8:42 AM
- Inspections Completed 11/08/2021 10:01 AM
- City Attorney's Office Completed 11/09/2021 4:17 PM
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM



College Park Planning Commission
1905 Godby Road Rezoning

Council Ward: Ward 3
Council Member: Ken Allen
Planning Commissioner: Ryan Taylor
Planning Commission Meeting Date: October 25th, 2021
City Council Hearing: December 6th, 2021
Evaluation Prepared by: Nicolette Washington

Applicant: James Nolan
 3344 Peachtree Road NE
 Suite 3902
 Atlanta, GA 30326

Location: 1905 Godby Road, Parcel Number: 13070BB003

Lot Size: 2.17 Acres

Request: Rezoning from C1 – Neighborhood Business to RM - Multi Family Residential

Proposed Use: Applicant seeks to construct a townhome development

Current Zoning: C1 – Neighborhood Business

Current Land Use: Vacant – Previously a Church.

Future Land Use: Suburban Office

Surrounding Properties:

	Current Zoning	Current Use
North	R1 – Low Density Residential	Single Family Homes
East	C1 – Neighborhood Business	Electrician’s Office
South	N/A	Godby Road
West	C1 – Neighborhood Business	Vacant Parcel and Day Care Center

Also see the attached maps for reference.



College Park Planning Commission
1905 Godby Road Rezoning

Executive Summary:

The subject property is currently zoned C1 and is vacant land that was a church. It is approximately 2.17 acres and has access to Godby Road. The applicant proposes a townhome development consisting of 16 homes. The applicant has included a proposed site plan for the parcel and description for the development. The applicant refers to this type of development as a “pocket neighborhood”, which has been popular throughout the country to create more affordable housing options.

The home sizes will range between 900 square feet and 1400 square feet, plus a carport or garage depending on the model. The price point for the homes will be between \$275,000 and \$325,000. The applicant has stated that the goal is to have a price point for entry level and first-time homebuyers.

According to the current submitted site plan, variances will be needed to reduce the rear setback of the site and reduce the lot area per dwelling unit in the RM District. The applicant has indicated that if approved by Mayor and Council, they intend to be on the January BZA board meeting to request these variances.

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 townhomes are consistent with the City’s goals to provide more affordable home-ownership options. In addition, this parcel is adjacent to other single-family homes and light commercial uses 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 16 townhomes 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. In addition, this development will provide a new housing option for 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.



College Park Planning Commission
1905 Godby Road Rezoning

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

The submitted conceptual drawings show development that should not restrict light and air from reaching surrounding properties.

(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 are several vacant lots in this area of Godby Road.

(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 use is likely to have less impact than a commercial use that would be permitted in the current zoning.

(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. Considering the land is current vacant and has been for some time, it is likely to increase property values in the area.



College Park Planning Commission
1905 Godby Road Rezoning

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

The proposed map amendments would create an isolated district. However, it is adjacent to single-family housing and the current adjacent commercial land uses are compatible with the townhomes proposed.

Planning Commission Meeting Overview:

- There were no comments from the public during the public hearing for this item.
- The applicant explained the intent of the development to provide workforce housing and provide an opportunity for members of the Godby Road community to purchase and own a home. The site plan and general overview of the project was reviewed. The applicant refers to this type of development as a “pocket neighborhood”.
- The Planning Commission brought up several concerns about security for the property and inquired about possibly gating the develop. There was continued discussion and several different suggestions on security measures including cameras and lighting.
- There was discussion around the renting of homes within the development and the condition suggested by staff that there should only be a certain percentage of homes to be rented.
 - The Commission discusses allowing either 15% (2 homes) or 25% (4 homes) of homes to be rented.
 - This would be managed through the HOA association.
 - The other recent rezoning on Godby Road restricted the cottage home development to only 15% rentals (4 of the 29 homes).
 - The applicant gave an example of the Links in College Park which institutes a similar restriction.

Planning Commission Recommendation: The Planning Commission recommended approval of the application with the conditions recommended by staff as well as an additional condition that the Council further consider security demands in the area.

In response to the Planning Commission recommendation, the application provided the following:

Relative to the security features of this development, the entire permitter of development will be permanently fenced with a 4' to 6' decorative fence. The only entrance to the property will be monitored by closed circuit cameras with video feeds to each home. Each home will be wired for intrusion detection with telephone connection to a central station (this is an option and subject to monthly monitoring charge by each homeowner). Homeowners will also be offered Ring Doorbell with camera. The development features a limited number of small homes in attached groups. Neighbors will know neighbors. Any vehicle or individual not having business in the development will be most obvious. The common area and streets will be well lit under a separate meter which will be an expense of the HOA.

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:



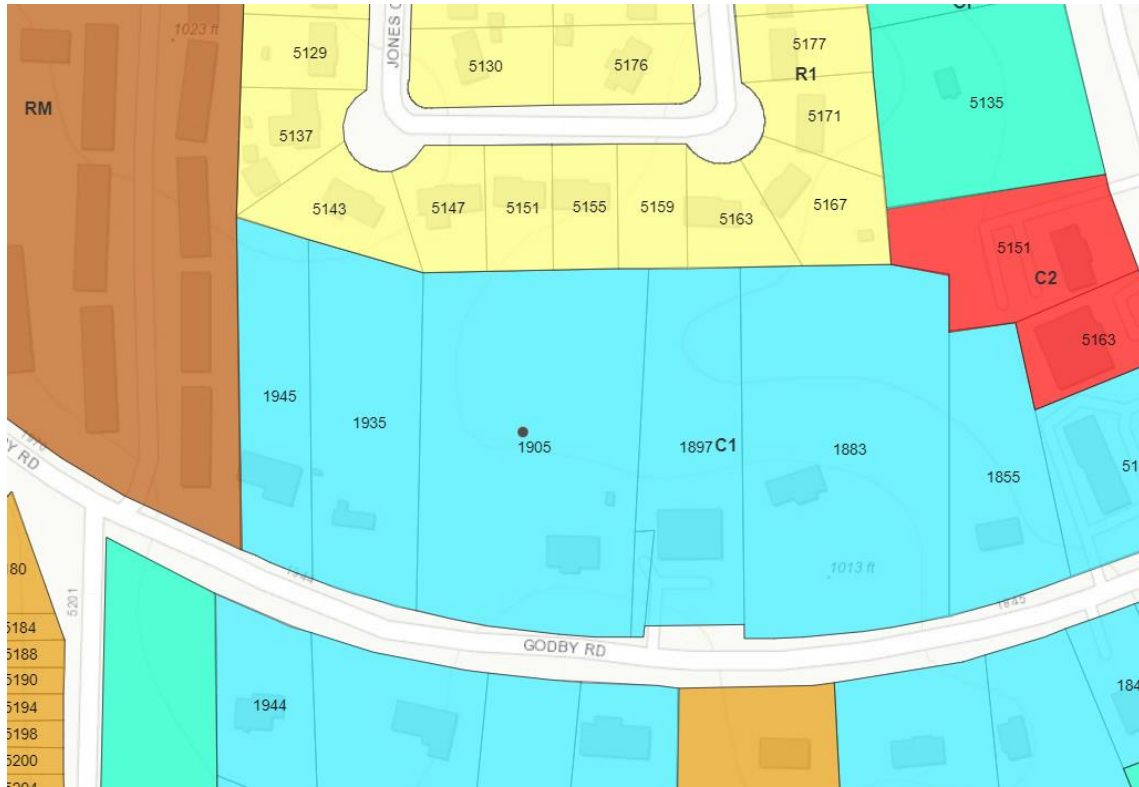
College Park Planning Commission
1905 Godby Road Rezoning

1. The development is conditioned to the submitted site plan and restricted to the providing a maximum of 16 townhomes on the parcel.
2. The variances needed are approved by the BZA board.
3. The applicant must provide documents establishing a Homeowner's Association that provide the following:
 - a. Membership in the association must be mandated for each owner.
 - b. The association must be responsible for liability insurance, taxes and maintenance of common open space and associated recreation areas and facilities.
 - c. 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.
 - d. The governing board of any such association shall be comprised of a minimum of three (3) members.
 - e. The developer must run the Homeowner's Association until at least 75% of the homes are sold.
 - f. The Homeowner's Association must enforce that 75% of the homes be owner-occupied at any one time – meaning that only 25% or 4 of the 16 homes may be renter-occupied at any one time.

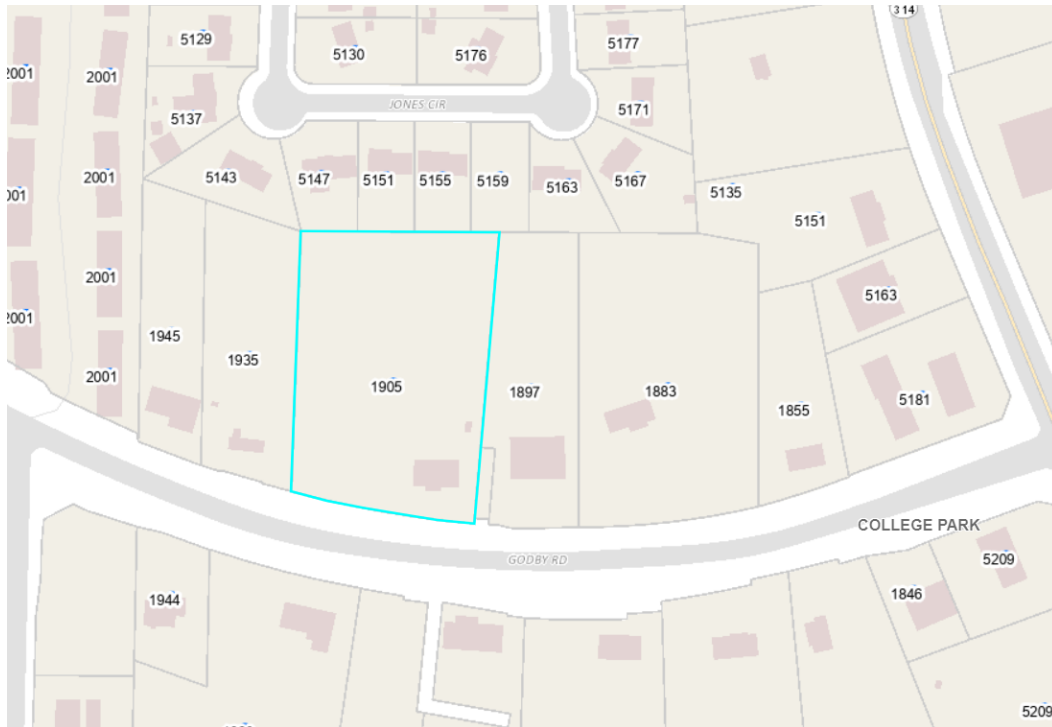
Attachments:

- Rezoning Application Package
- Additional Information Provided by the Applicant
- Zoning Maps
- Photos

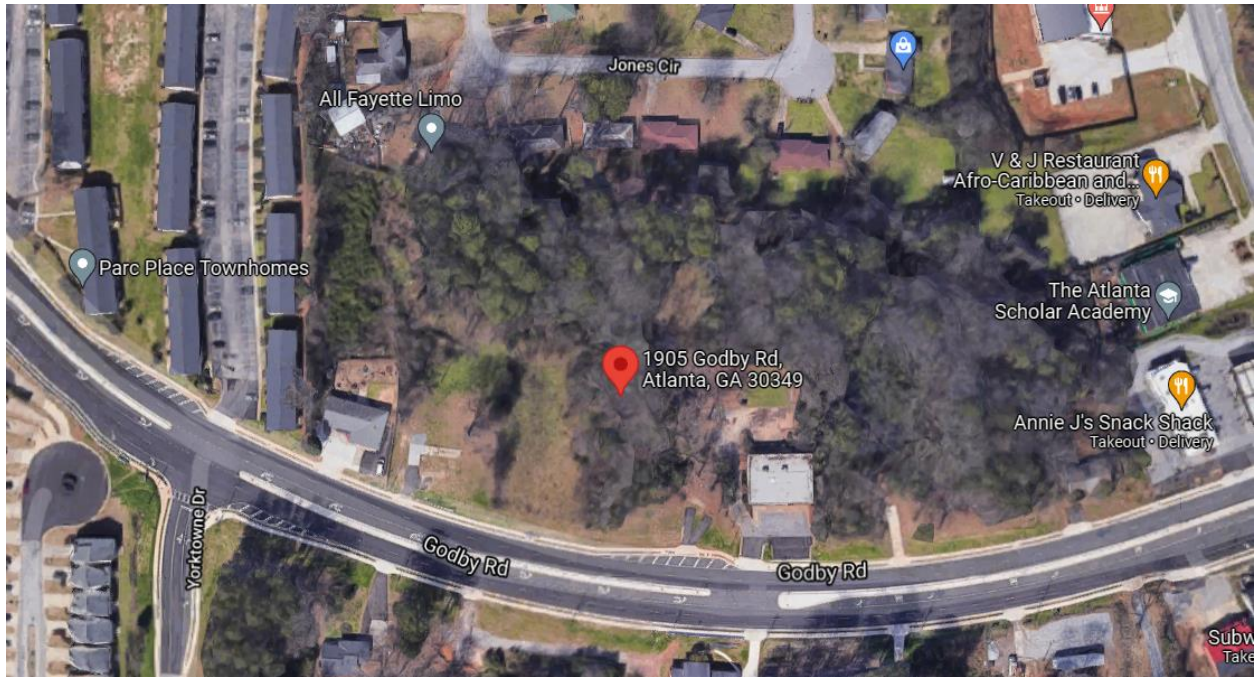
City of College Park Zoning Map



Clayton County Map



Aerial of Site



From Godby Road



REZONING

CITY OF COLLEGE PARK

Planning Commission



www.collegeparkga.com

DATE SUBMITTED 9-22-21

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) James Nolan

ADDRESS 3344 Peachtree Rd. NE Suite 3902 Atlanta, GA 30326

PHONE 786 749 2264 CELL 786-382-7100 FAX _____

E-MAIL ADDRESS Jim@beltlineinvestment.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Old Landmark Church of God in Christ

ADDRESS 1208 Partridge Lane Riverdale, GA

PHONE 404 447-4749 CELL _____ FAX _____

E-MAIL ADDRESS _____

PROPERTY INFORMATION

ADDRESS 1905 Godby Road College Park GA

CURRENT USE Vacant land CURRENT ZONING C

PROPOSED USE Residential PROPOSED ZONING RM multifamily Residential District

SIZE OF PROPERTY 2.17 Acres NET DENSITY (RESIDENTIAL) 16 homes

REQUEST FOR REZONING

REQUIREMENTS

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

PRE-APPLICATION MEETING

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

FEE

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

FILING DEADLINE

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

PLANNING COMMISSION MEETING

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

COUNCIL HEARING

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

QUESTIONS

For assistance, please contact the Planning Commission Secretary, Ms. Sabrina Walters, at swalters@collegetparkga.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: _____	



CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: Reginald A. Hudspeth, LLC
 Issuing Office: 1325 Satellite Blvd., Bldg. 100, Suite 101, Suwanee, Georgia 30024; [T-770.925.1400]
 Commitment Number: 1
 Issuing Office File Number: 21-0459
 Property Address: 1905 Godby Road, College Park, Georgia

SCHEDULE A

1. COMMITMENT DATE: **August 18, 2021**
2. POLICY TO BE ISSUED:
 - (a) 2006 ALTA® Owner's Policy w/ GA Modifications
 Proposed Insured: **James Nolan d/b/a Beltline Investments**
 Proposed Policy Amount: **\$230,000**
3. The estate or interest in the Land described or referred to in this Commitment is Fee simple
4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:

Branch Banking and Trust Co.*
[Deed Book 9596 Page 471](#),
 Clayton County, Georgia Records

*Note: See item 4 of Schedule B-1, infra, requiring Corrective Deed to the Trustees of **OLD LANDMARK CHURCH OF GOD IN CHRIST**

5. The Land is described as follows:

See Exhibit "A" attached hereto and incorporated herein.

R Hudspeth
 Countersignature Authorized Signatory
rah@rhudspeth.com

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
72C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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**SPECIAL POWER OF ATTORNEY
DESIGNATION OF AGENT**

We, Sheila Lovick, Luther Foster, and Lisa Fitch, name the following person as our agent:

NAME OF AGENT: James Nolan
AGENT'S ADDRESS: 3344 Peachtree Road, NE
 Suite 3902
 Atlanta, Georgia 30326
AGENT'S TELEPHONE NO: (786) 382-7100
AGENT'S EMAIL ADDRESS: jim@beltlineinvestment.com

GRANT OF GENERAL AUTHORITY

We, the above named individuals grant my agent and any successor agent general authority to act for us with respect to the following subject as defined in O.C.G.A. 6B of Title 10:

Real Property Transactions: 1905 Godby Road, College Park, Ga. Parcel ID No. 13-00708-00B-003

LIMITATIONS ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant SHALL NOT use the Property to benefit the agent or a person to whom the agent owes an obligation of support unless we have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS

James Nolan as our agent is granted the power to execute on our behalf all documents, waivers, applications required by the City of College Park and/or Clayton County Georgia regarding the Real Property located at 1905 Godby Road, College Park, Georgia

EFFECTIVE DATE

This power of attorney is effective immediately.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person has actual knowledge it had terminated or is invalid.

SIGNATURE AND ACKNOWLEDGEMENT

Signature:

Shiela Lovick *Sheila Lovick*

Signature:

Luther Foster *Luther Foster*

Signature:

Lisa Fitch *Lisa Fitch*

Lisa Fitch

Witness Signature:

Larry Williams

Name:

Larry Williams

Address:

*1350 scenic hwy Sule #300
Snellville GA 30078*

STATE OF GEORGIA

COUNTY OF FULTON, ss:

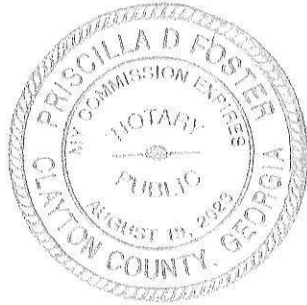
On this *27th* day of *June*, 2021, before me, *Priscilla Foster* personally appeared *Sheila Lovick, Luther Foster, and Lisa Fitch*, known to me or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged that they executed the same as for the purposes therein contained.

In witness whereof, I hereunto sent my hand and official seal

Signature of person taking acknowledgement

Notary Public: *Priscilla D-Foster*

My commission expires: *August 19, 2023*



Situs : 1905 GODDARD RD

Parcel ID: 13070B B003

Class: Vacant Commercial Land

Card: 1 of

Printed: June 25, 2011

CURRENT OWNER
 OLD LANDMARK CHURCH OF GOD IN CHRIST & ETAL
 1208 PARTRIDGE LN
 RIVERDALE GA 30296

GENERAL INFORMATION
 Living Units CP
 Neighborhood 1300626
 Alternate Id 10763/250
 Vol / Pg
 District C
 Zoning C3
 Class

Property Notes

Land Information

Type	Size	Influence Factors	Influence %	Value
2ndry Int Lot	SF	94,612		94,610

Total Acres: 2.172

Entrance Information

Date	ID	Entry Code	Source
02/27/12	BJ	Vacant Property	
02/27/12	IA	Vacant Property	

Assessment Information

Assessed	Appraised	Cost	Income	Market
0	94,600	94,600	0	0
0	0	0	0	0
0	94,600	94,600	0	0

Land Building Total

Manual Override Reason
 Base Date of Value
 Effective Date of Value

Value Flag COST APPROACH

Permit Information

Date Issued	Number	Price	Purpose	% Complete
03/09/11	201102	8,500		

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantee
09/01/15		Vacant	Related	10763/250	Quitclaim	OLD LANDMARK CHURCH OF GOD IN CHR
05/17/12		Vacant	Other	10123/441	Quitclaim	OLD LANDMARK CHURCH OF GOD IN CHR
10/05/10		Improved	Limited Market	9876/394		IBIDAPO MICHAEL
06/26/09	95,000	Improved	Limited Market	9683/367	Warranty Deed	OLD LANDMARK CHURCH OF GOD IN CHR
02/03/09		Improved	Foreclosure	9596/471		BRANCH BANKING & TRUST COMPANY
09/06/06	171,000	Improved	Estate Sale	8791/367		MECCA DEVELOPMENT INC
05/23/96		Improved	Related	2748/018	Warranty Deed	BROOKS CHRISTINE J
01/79		Improved	Qualified	0963/309	Warranty Deed	BROOKS THOMAS J & CHRISTINE J

Inspection Witnessed By

Clayton County, Georgia
Real Estate Transfer Tax
Paid \$ 0
Date 9-8 2015
JACQUILINE D. WILLS
Clerk, Superior Court

20306
FILED
CLAYTON COUNTY, GA
2015 SEP -8 AM 11:07
JACQUILINE D. WILLS
CLERK SUPERIOR COURT

Return Recorded Document to:
GAINES & ASSOCIATES, P.C.
1580 PHOENIX BLVD SUITE 275
ATLANTA, GA 30349

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF CLAYTON

THIS INDENTURE, made the 1st day of September 2015, between OLD LANDMARK CHURCH OF GOD IN CHRIST BY: RONALD FOSTER, as party or parties of the first part, hereinafter called Grantor, and OLD LANDMARK CHURCH OF GOD IN CHRIST, SHEILA LOVICK, LUTHER FOSTER AND LISA FITCH, as party or parties of the second part, hereinafter called Grantees with (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

Map and Parcel # 13070B B003

All that tract or parcel of land lying and being in Land Lot 70 of the 13th District of Clayton County, Georgia, being more particularly described as follows: Beginning at an iron pin found on the northside of Godby Road, 1500 feet easterly and southeasterly from the intersection of Godby Road with Clayton County Line and running thence in an easterly direction along the northside of Godby Road 250 feet to a point; thence north 420 feet to a point; thence west 250 feet to a point; thence south 420 feet to the north side of Godby Road and the point of beginning being improved property. Above property description being in accordance with blueprint of survey prepared by W.T. Poston, engineer dated July 30, 1954. Being the same property described in that certain Deed recorded August 56, 1979, in Deed Book 963, Page 309, Clayton County Records. Subject to Right of way easement to Clayton County at Deed Book 178, Page 302, Clayton County, Georgia Records. Subject to Boundary Line Agreement at Deed Book 739, Page 775, Clayton County Georgia Records.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

BK 10763 PG 250

Signed, sealed and delivered in the presence of:

Ronald Foster (Seal)
OLD LANDMARK CHURCH OF GOD IN CHRIST BY: RONALD FOSTER

[Signature]
(Unofficial Witness)

[Signature]
(Notary Public)
JETTA MCGARVEY
COMMISSION EXPIRES
MAY 14 2017
CLAYTON CO. GEORGIA
NOTARY PUBLIC

(Seal)

(Seal)



CHICAGO TITLE INSURANCE COMPANY

Exhibit "A" – Legal description

All that tract or parcel of land lying and being in Land Lot 70 of the 13th District of Clayton County, Georgia, being more particularly described as follows: Beginning at an iron pin found on the northside of Godby Road, 1500 feet easterly and southeasterly from the intersection of Godby Road with Clayton County Line and running thence in an easterly direction along the northside of Godby Road 250 feet to a point; thence north 420 feet to a point; thence west 250 feet to a point; thence south 420 feet to the north side of Godby Road and the point of beginning being improved property. Above property description being in accordance with blueprint of survey prepared by W.T. Poston, Engineer dated July 30, 1954. Being the same property described in that certain Deed recorded August 6, 1979, in Deed Book 963, Page 309, Clayton County Records.

LESS AND EXCEPT all that land conveyed by Right of Way Deed from Old Landmark Church of God in Christ to the Department of Transportation, dated November 26, 2013, and recorded in Deed Book 10451 Page 616, Clayton County, Georgia records.

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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Page 5 of 5

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LAND PURCHASE AND SALE AGREEMENT

Offer Date: 6-25-2021



2021 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 1905 Godby Rd
 City College Park, County Clayton, Georgia, Zip Code 30349
 MLS Number: None Tax Parcel I.D. Number: 13-0070B-00B-003

b. Legal Description: The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book 10763, Page 250, et. seq., of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Acreage. A Controlling Survey of the Property will be obtained by Buyer **OR** Seller and paid for by Buyer **OR** Seller.

3. Purchase Price of Property to be Paid by Buyer.
 \$ 230,000.00 **OR**
 \$ _____ per acre. If price is per acre, Seller's estimate of acreage is _____ acres.

4. Closing Costs.
Seller's Contribution at Closing:
 \$ 0.00

5. Closing Date and Possession.
 Closing Date shall be _____ see stips _____ with possession of the Property transferred to Buyer at Closing **OR** _____ days after Closing at _____ o'clock AM PM (attach F219 Temporary Occupancy Agreement).

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)

7. Closing Attorney/Law Firm.

Weichert, Realtors | The Collective

Partnership Title

8. Earnest Money. Earnest Money shall be paid by check ACH cash or wire transfer of immediately available funds as follows:
 a. \$ _____ as of the Offer Date.
 b. \$ 2255.00 within 5 days from the Binding Agreement Date.
 c. _____

9. Inspection and Due Diligence.
a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 45 days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 (2) shall pay Seller additional option money of \$ N/A by check or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

10. Property is currently zoned C under the applicable zoning ordinances of Clayton City/Country

11. Assignment. Buyer shall **OR** shall not have the right to assign this Agreement; **OR** shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest.

9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- Back-up Agreement Contingency Exhibit (F604) " _____ "
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- Community Association Disclosure Exhibit (F322) " _____ "
- Legal Description Exhibit (F807 or other) " _____ "
- Seller's Property Disclosure Statement Exhibit (F302, F307) " _____ "
- Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- Special Warranties and Representations of Seller as Exhibit " _____ "
- Survey of Property as Exhibit " _____ "
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- Other Cash Sale Exhibit A
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

James Nolan is dba Beltline Investment, LLC or its assignees. Property-sale is contingent upon County approving a rezone of the property to RM. Buyer shall close on property within 30 days of receiving written notification of re-zone approval. Buyer's Earnest Money is fully refundable after the expiration of Due Diligence should the County refuse to re-zone the property to RM. Buyer shall provide Seller Proof of Funds within 10 days of Binding Agreement Date. Sellers Sheila Lovick, Luther Foster, and Lisa Fitch of Old Landmark Church of God in Christ shall each sign this and all other contract documents as they are the Grantees on the Deed to the property referenced herein. They shall also sign a Limited Power of Attorney prepared by Purchaser within one week of receipt that will allow Purchaser to apply for rezone and other municipal paperwork required for that purpose.

Buyer shall secure a survey to determine property boundaries and legal description for the sale, and agrees to release Seller from requirement of Paragraph B2 to provide exact acreage +/- 15%. Buyer agrees to provide Seller copies of due diligence materials to include surveys, site studies, and submissions to/feedback from local officials.

****end stipulations****

Additional Special Stipulations are attached.

... Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Seller Acceptance and Contact Information

Buyer's Signature James Nolan

1 Seller's Signature [Signature]

Buyer Investment, LLC
Print or Type Name
Jun 25, 2021
Date

Old Landmark Church of God in Christ
Print or Type Name
6-28-2021
Date

Buyer's Address for Receiving Notice

Seller's Address for Receiving Notice
1208 Partridge Ln Rd 30296

Buyer's Phone Number: Cell Home Work

Seller's Phone Number: Cell Home Work

Buyer's E-mail Address

Seller's E-mail Address

2 Buyer's Signature

2 Seller's Signature [Signature]

Print or Type Name
Date

Print or Type Name
6-28-2021
Date

Buyer's Address for Receiving Notice

Seller's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Seller's Phone Number: Cell Home Work

Buyer's E-mail Address

Seller's E-mail Address

Additional Signature Page (F267) is attached.

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Seller's Broker/Affiliated Licensee Contact Information

Welchert, Realtors | The Collective
Buyer Brokerage Firm

Seller Brokerage Firm

Alisha Houston
Broker/Affiliated Licensee Signature
Jun 25, 2021
Date

Broker/Affiliated Licensee Signature
Date

Alisha Houston
Print or Type Name
368018
GA Real Estate License #

Print or Type Name
GA Real Estate License #

[Redacted]
Licensee's Phone Number
404.848.0982
Fax Number

Licensee's Phone Number
Fax Number

Alisha@TheCollectiveRE.com
Licensee's E-mail Address

Licensee's Email Address

ARA
REALTOR® Membership

REALTOR® Membership

3355 Lenox Rd NE #320 Atlanta, GA 30326
Broker's Address

Broker's Address

[Redacted]
Broker's Phone Number
404.848.0982
Fax Number

Broker's Phone Number
Fax Number

MUFF01
MLS Office Code
H-76956
Brokerage Firm License Number

MLS Office Code
Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and _____ has been filled in by _____

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 James Nolan 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:

[Signature]
Notary Public

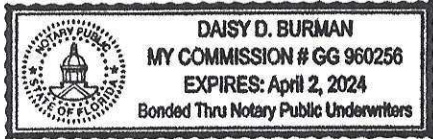
9/22/2021
Date

[Signature]
Signature of Applicant

James Nolan
Print Name

3344 Peachtree Rd NE # 3902
Address

Atlanta GA 30326
City, State, Zip



OWNER'S AFFIDAVIT

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

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

[Signature]
Notary Public

9/22/2021
Date

Signature of City Clerk

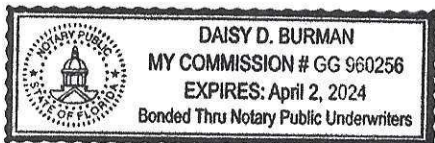
Date

[Signature]
Signature of Applicant

James Nolan
Print Name

3344 Peachtree Rd # 3902
Address

Atlanta, GA 30326
City, State, Zip



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

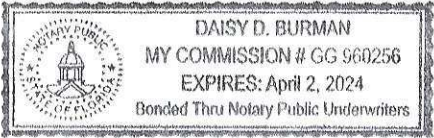
36-85 3 (a) When any applicant for rezoning action has made, within two years, immediately preceding the filing of that applicant's application for the re-zoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government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

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

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

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

ATTEST:



Notary Public

[Signature]
 Rezoning Applicant *James Nolan*

9-22-21
 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	

LEGEND FOR COLOR OF COLOUR

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SPECIAL NOTES

1. THE CITY OF COLLEGE PARK HAS REVIEWED THIS SURVEY AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY'S ORDINANCES AND REGULATIONS. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE SURVEY.

GENERAL NOTES

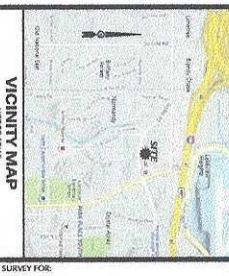
1. THE SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE SURVEYING ACT AND THE REGULATIONS THEREUNDER. THE SURVEYOR HAS USED THE BEST AVAILABLE METHODS AND EQUIPMENT AND HAS EXERCISED REASONABLE CARE AND SKILL IN THE PERFORMANCE OF HIS/DHER DUTY.

UTILITY WARNINGS

1. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS NOTED THE PRESENCE OF UTILITIES AS INDICATED ON THE SURVEY. THE SURVEYOR HAS MADE REASONABLE ATTEMPTS TO LOCATE ALL UTILITIES AND HAS MARKED THEM AS SHOWN ON THE SURVEY.

PLAT REFERENCES

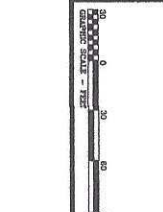
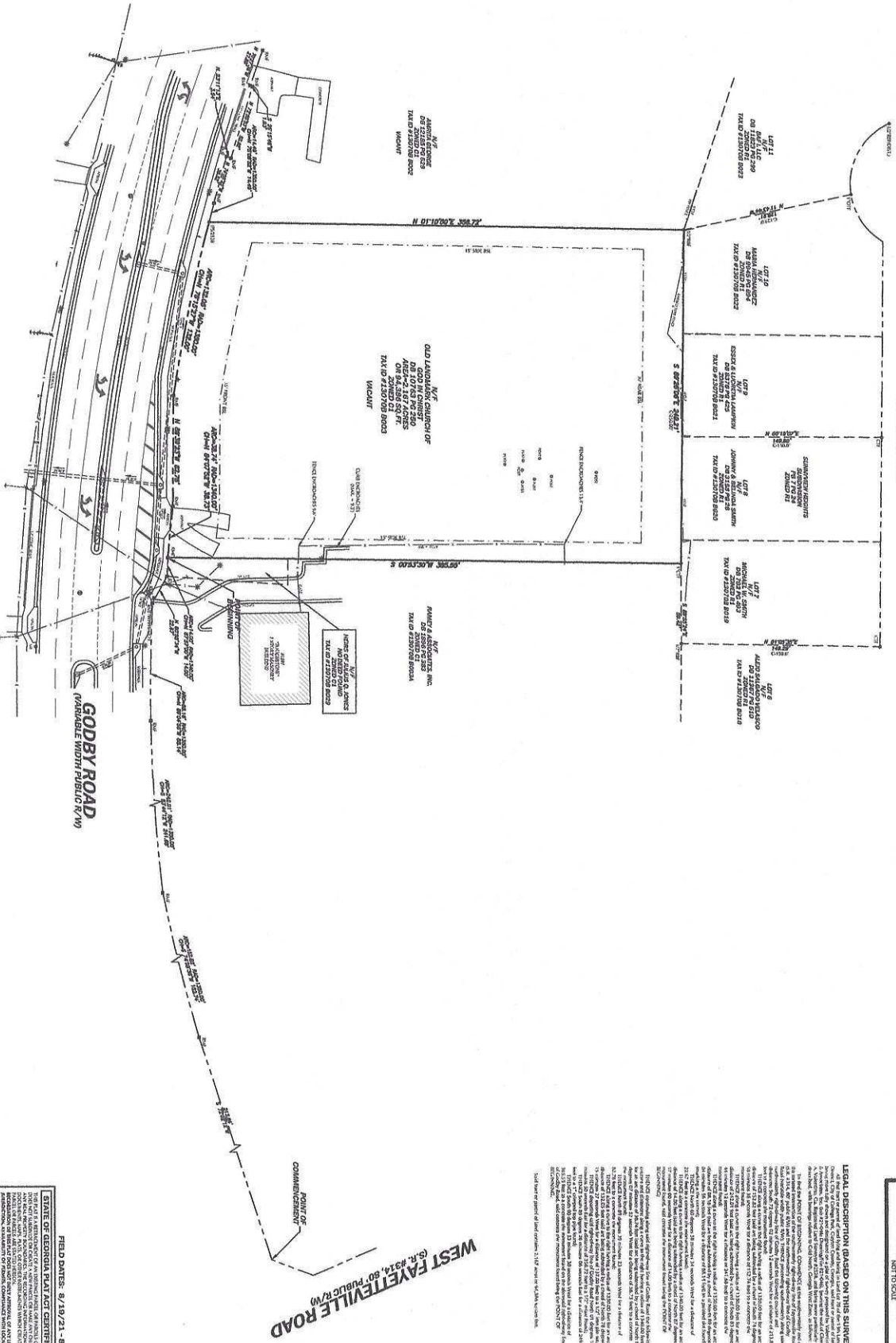
1. THE SURVEY IS REFERENCED TO THE FOLLOWING PLATS AND SURVEYS: [List of references]



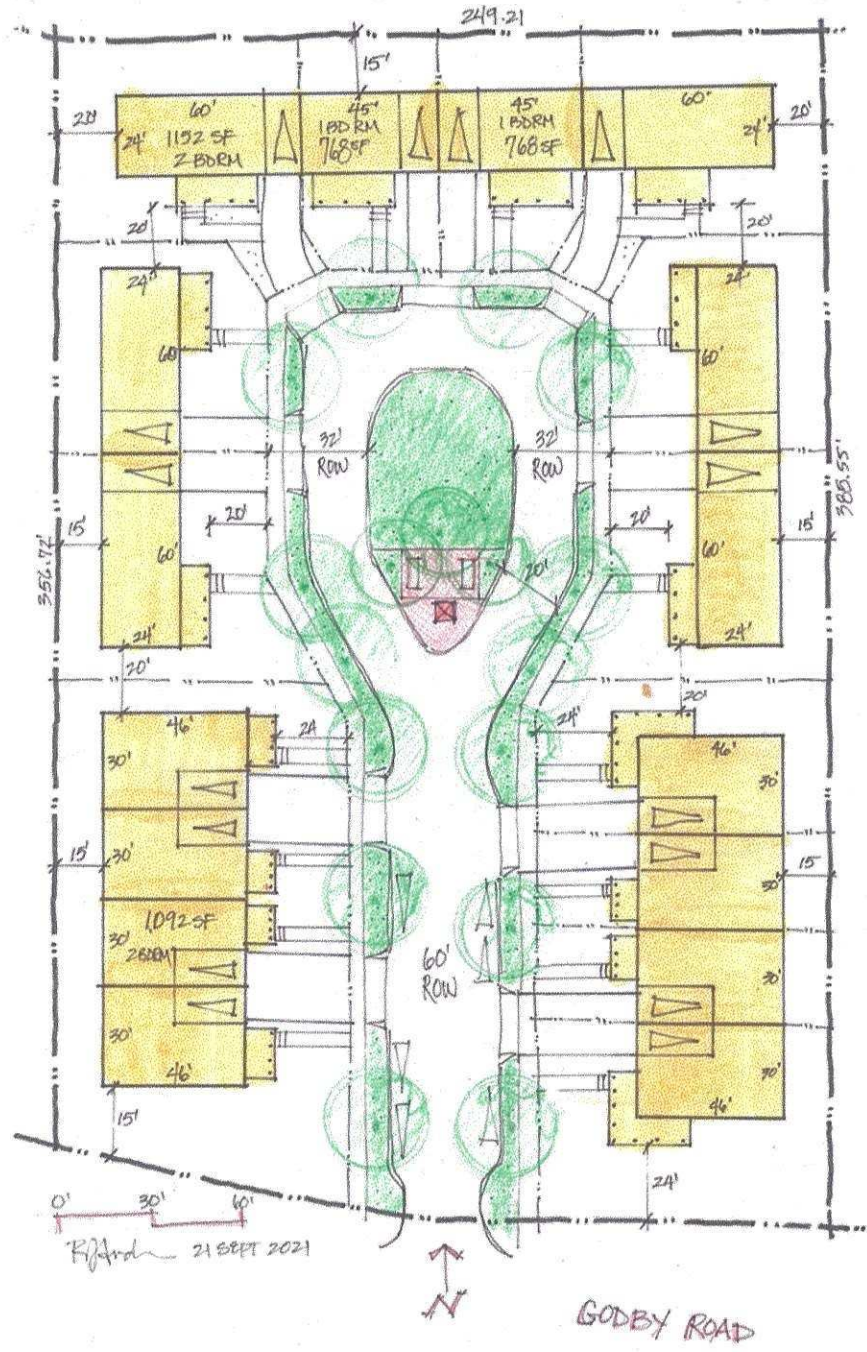
VALENTINO & ASSOCIATES, INC. LAND SURVEYORS

1115 WEST FAUPEL AVENUE, SUITE 100, COLLEGE PARK, GEORGIA 30084-1115
PHONE: (770) 426-0013
FAX: (770) 426-0014
WWW.VALENTINOANDASSOCIATES.COM

RESERVATIONS



STATE OF GEORGIA PLAT ACT CERTIFICATION
FIELD DATES: 8/19/21 - 8/20/21
I, [Surveyor Name], a duly licensed Professional Land Surveyor in the State of Georgia, do hereby certify that this is a true and correct copy of the original survey as shown to me by the client.



16 For Sale Workforce Townhouses. (on fee-simple lots).

Rezone to RM, requires several variances:

- Minimum Lot Width 30' at the building line.
- Reduce rear setback to 15'.
- Front Setback = 20'.
- Minimum lot area reduced to 3,000.
- Minimum 20' separation required between buildings when not attached.

NOTE: Meets RM Zone minimum lot area per dwelling unit, required off-street parking, and minimum unit SF.



Rezone of 1905 Godby from C-1 to RM

New Construction Housing Goals for College Park as expressed by Mayor and Council, BIDA

More homeownership, less rentals

Homes people can afford to own without being displaced from CP as Six West and other Aerotropolis development ramps up

Quality workmanship that corrects major and costly construction defects experienced in recent new home development

Not forcing homeowners to settle for tract homes simply because they are at or near median income

Bridging the property value gap between HCP and the rest of CP

Increased revenue for CP and better ability to attract commercial development via more homeownership

Residential Development that flows into the larger areas around it in every way

Current Market Data/Trends

- Many more households with 1-2 people
- Baby Boomers have big houses, want to downsize. Millennials don't want big houses, they want urban, modern, luxe, small
- Extreme Housing Inventory Shortage as Boomers + Millennials compete for same homes and Boomers "Age in Place" when they can't find what they want; creates fewer homes on market
- Desire for low-maintenance, small square footage homes that have high quality materials and finishes
- Buyers want a sense of community with neighbors that still provides safety and privacy
- Skyrocketing rents and many cost-burdened renters (> 1/3 of income to rent monthly)
- [Why renters are struggling so much now \(cnbc.com\)](https://www.cnbc.com)
- ['This Just Isn't Sustainable': The Housing Affordability Crisis Is Accelerating \(bisnow.com\)](https://www.bisnow.com)
- [Boomers Are Only Making the 2021 Housing Crisis Worse \(businessinsider.com\)](https://www.businessinsider.com)
- [Millennial Home Buying Trends Show They Aren't Interested in Baby Boomer Homes \(domino.com\)](https://www.domino.com)

Pocket Neighborhoods – How to solve the Missing Middle Workforce Housing Problem in College Park

- What is the Missing Middle? We have high end homes, and affordable housing. But the middle is missing
 - We need Workforce For Sale housing and Middle Luxury housing to bridge gap bw affordable and High End Luxe housing
 - Many Cities like ours are working hard on this: www.missingmiddle.com
- A Pocket Neighborhood – Clustered groups of homes around a shared open space, creating clear sense of territory, security, and shared stewardship. Neighbors know each other. Singles/families/empty nesters help each other, and kids have extended family to create a secure sense of Community. Small scale ensures strangers are noticed and kids are free to play. Neighbors are on a first-name basis, social interactions are familial and small, with layers of private space for proud homeowners.
- Small parcels that cannot support a large subdivision become places where we can achieve many goals:
 - Appeals to all Ages
 - Attracts new households and Creates New Homeowners
 - Increases Property Values without Displacement/Gentrification
 - Encourages Additional Spending in Cities that would not have it otherwise
 - Adds to the Community Tax Base
- <https://www.youtube.com/watch?v=wzhB3kni76Y> – Pocket Neighborhood Example in another market
- <http://www.pocket-neighborhoods.net/SmartGrowth.pdf> - Blog explaining Pocket Neighborhoods

1905 Godby - why its best use is as a for-sale Pocket Neighborhood

- Surrounded by residential, both existing and new.
- Convenient to Phoenix Blvd Offices, Airport, major transportation arteries
- Flat parcel without a lot of topography issues (keeps development costs affordable)
- Allows for a Master-Planned Pocket Neighborhood that creates a safe community of homes people can afford to own in CP
- Increases homeownership in Ward 2/South of Airport
- Increases property tax revenues to the City and provides homeownership equity without having to sacrifice or subsidize
- Daycare next door
- Property Sale greatly benefits a local church who needs the income post-pandemic

1905 Godby - Obstacles to Overcome

- Current C-1 Zoning severely limits what can be done with the land
- One-Way, One-Lane access with a median in road ensures no retailers that need car count will ever develop there
- Large amounts of residential housing surrounding parcel, even in what is now C-1 zoning also, discourage office developers from desiring the property
- Property is not large enough for a large office building and the parking it would require, no room for deceleration lane either
- Outdated exclusionary residential zoning from eras long past does not allow a way to build the for-sale housing CP needs as of right (We can create this zoning for the future, though: <http://pocket-neighborhoods.net/planningofficials.html>)
- This parcel and many like it sit undeveloped for the reasons above when they could be providing much needed homes and much needed tax revenue to the City, solving our housing crisis one small parcel and one small boutique pocket neighborhood at a time

How a Pocket Neighborhood on 1905 Godby can easily help solve housing problems

RM Zoning with 5 small variances will allow 16 For Sale Workforce Townhomes to be built on this 2.167-acre parcel, our first of many as we seek to solve our housing crisis by developing pocket neighborhoods on parcels that would otherwise stay vacant/run down

No tract homes. Smaller square footage done with the same quality as HCP Homes near Woodward

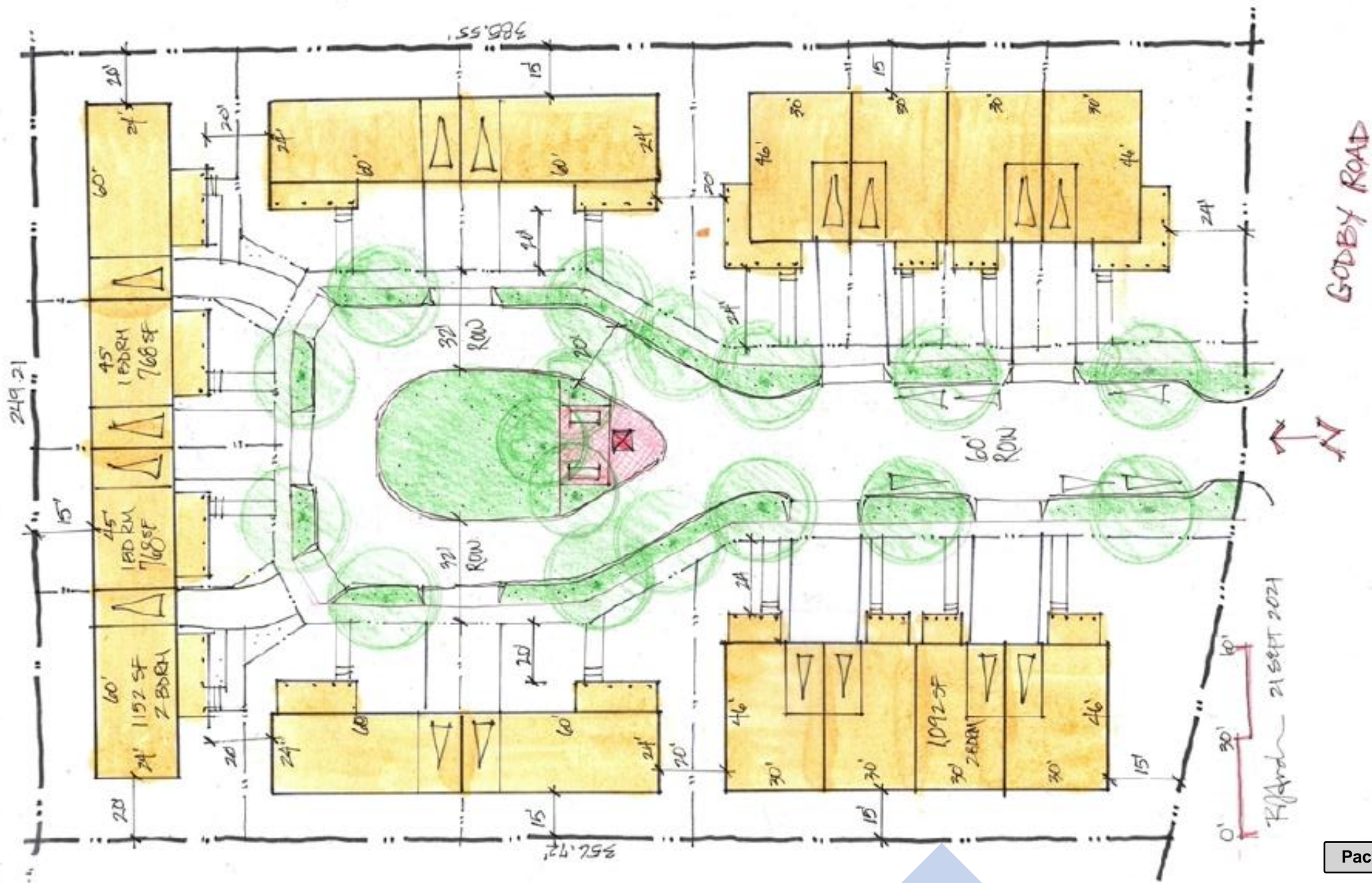
Higher property tax revenue per square foot for the City with more homeowners

No Gentrification or displacement as we develop Six West

Southern CP finally receives quality homes for sale that create housing equity across the City

By design, pocket neighborhoods create a natural Security Perimeter and sense of community for homeowners who live there, creating pride in achieving the American Dream and providing safety via choke point access and the Perimeter the homes create

The Plan for 1905 Godby



Minimal Variances Needed Within RM Zoning



Minimum Lot Width 30' at the Building Line



Reduce Rear Setback to 15'



Front Setback = 20'



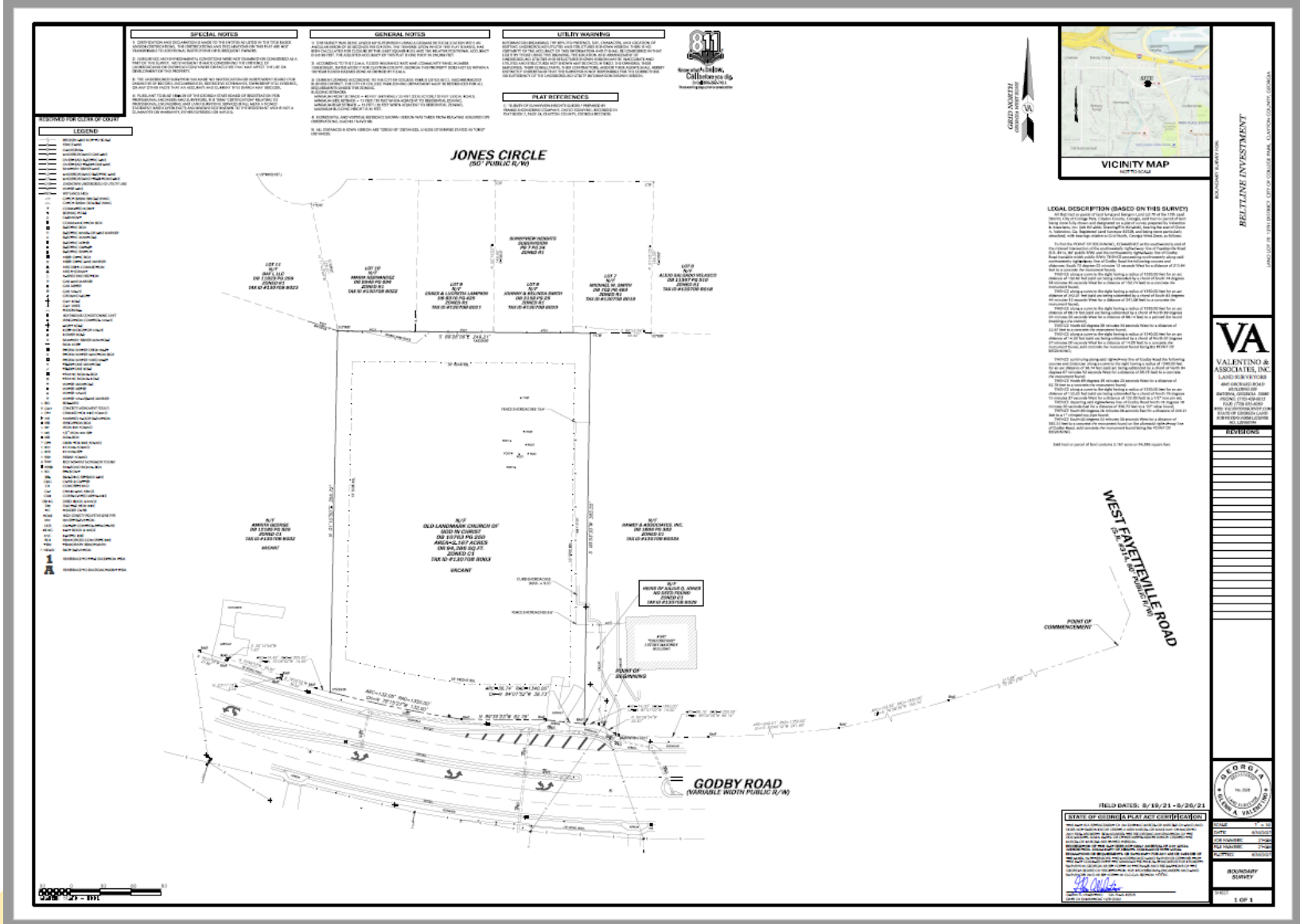
Minimum Lot Area reduced to 3,000 sf

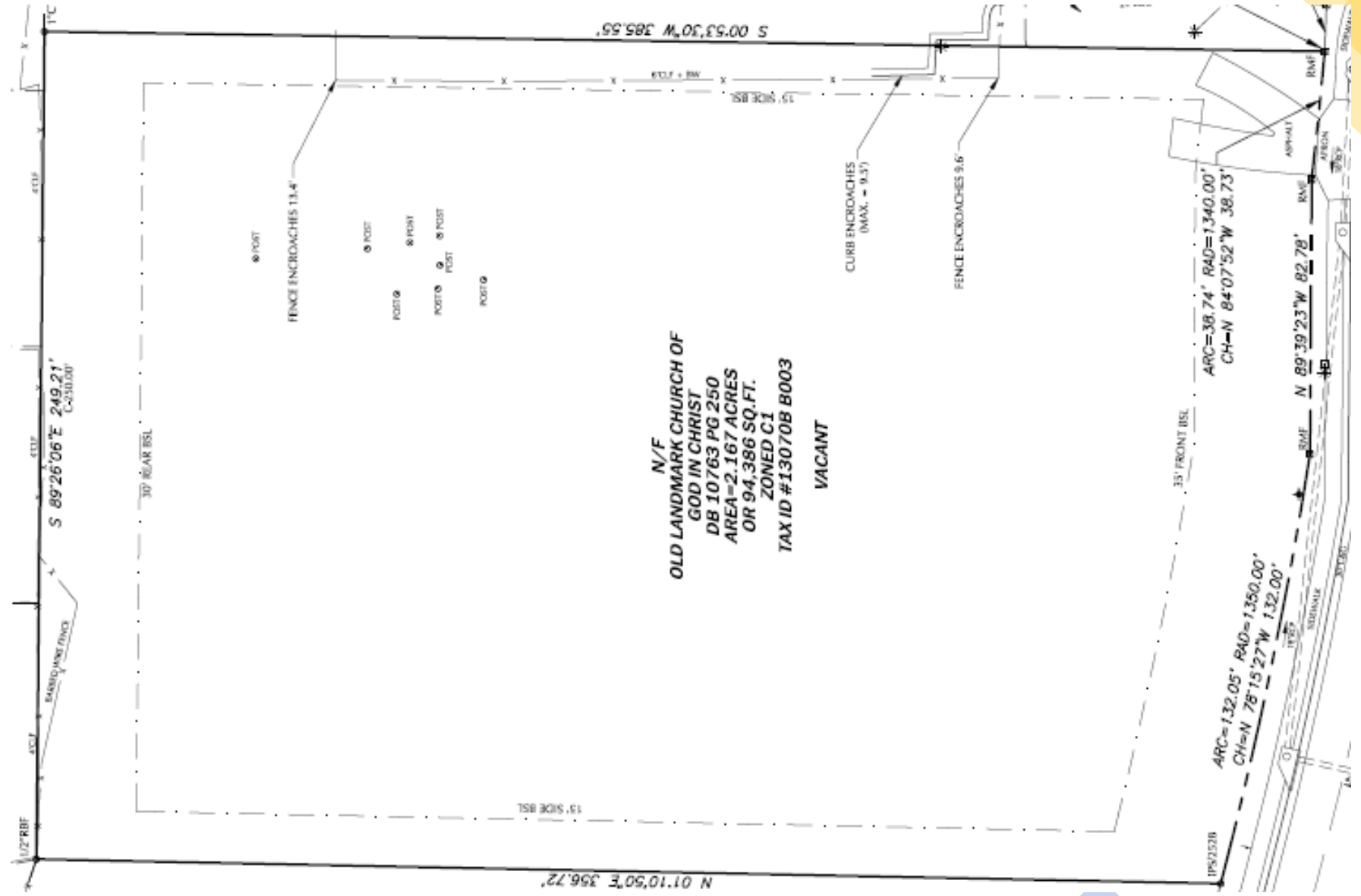


Minimum 20' separation required between buildings when not attached



Note: Meets RM Zoning minimum lot area per dwelling unit, required off-street parking, and minimum unit SF.





Conclusion

Win-Win-Win-Win

City gets for sale residential housing that meets stated goals of Mayor, Council, BIDA, Comprehensive Plan

As we revamp Comprehensive Plan, this Project presents a prototype of boutique Pocket Neighborhoods that bring equity to not only homeownership but also residential development using local talent

Being able to utilize otherwise unbuildable parcels this way provides a creative way for a small City like CP to have more homeownership and property tax revenue than much larger municipalities

Homeowners can finally purchase the exact homes they want at the price they want that do not exist otherwise

The only subsidy we need is your approval of the rezone and variances! Thank You in Advance for helping us bring Homeownership Equity to CP in accordance with our City's goals and Values.

SPECIAL NOTES

- 1) CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATIONS. THE CERTIFICATIONS AND DECLARATIONS ON THIS PLAT ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

GENERAL NOTES

- 1) THIS SURVEY WAS DONE UNDER MY SUPERVISION USING A CROMAX 90 TOTAL STATION WITH AN ANGULAR ERROR OF 02 SECONDS PER STATION. THE TRAVERSE UPON WHICH THIS PLAT IS BASED, HAS BEEN CALCULATED FOR CLOSURE BY THE LEAST SQUARE RULE AND THE RELATIVE POSITIONAL ACCURACY IS 0.009 FEET. THE ADJUSTED ACCURACY OF THIS PLAT IS ONE FOOT IN 270,999 FEET.

UTILITY WARNING

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNERS, THEIR EMPLOYEES, THEIR CONSULTANTS, THEIR CONTRACTORS, AND/OR THEIR AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON.



Know what's below. Call before you dig. Or Call 800-282-7111 Three working days prior to construction

PLAT REFERENCES

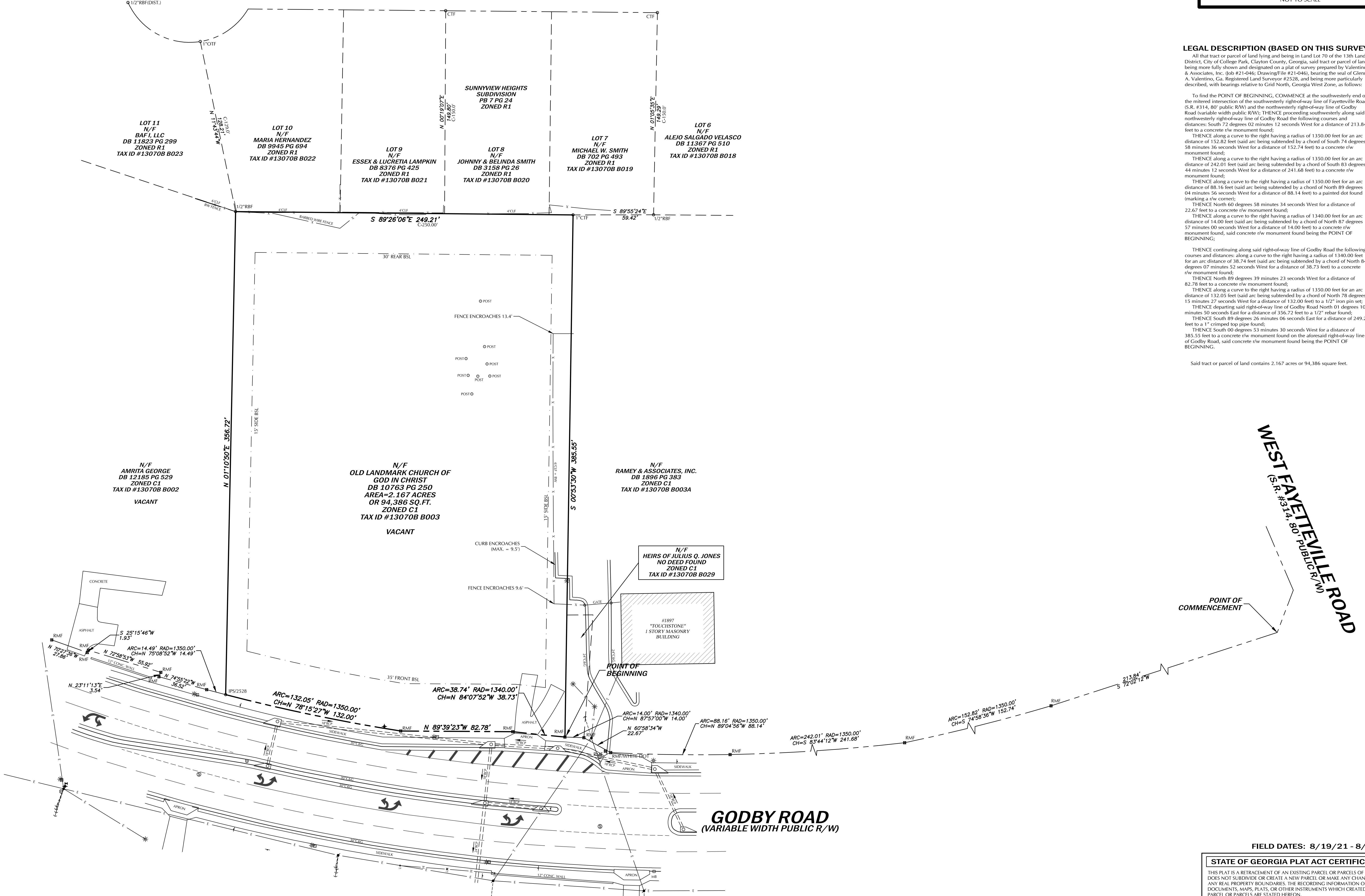
- 1) 'SURVEY OF SUNNYSIDE HEIGHTS SUBDIVISION' PREPARED BY FRANKS ENGINEERING COMPANY, DATED 10/24/1961, RECORDED IN PLAT BOOK 7, PAGE 24, CLAYTON COUNTY, GEORGIA RECORDS.

RESERVED FOR CLERK OF COURT

LEGEND

- BROKEN LINE NOT TO SCALE
FENCE LINE
GUARDRAIL
UNDERGROUND GAS LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
UNKNOWN UNDERGROUND UTILITY LINE
WATER LINE
WETLANDS AREA
CATCH BASIN SINGLE WING
CATCH BASIN DOUBLE WING
COMPUTED POINT
BORING HOLE
CLEANOUT
COMMUNICATION BOX
ELECTRIC BOX
ELECTRIC PANEL OR LINE MARKER
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC OUTLET
ELECTRIC SWITCH
FIBER OPTIC BOX
FIBER OPTIC LINE MARKER
FIRE DEPT. CONNECTION
FIRE HYDRANT
FLAGGED END SECTION
GAS LINE MARKER
GAS METER
GAS VALVE
GROUND LIGHT
GUY POLE
GUY WIRE
HEADWALL
HEATING/AIR CONDITIONING UNIT
IRRIGATION CONTROL VALVE
LIGHT POLE
POST INDICATOR VALVE
POWER POLE
SANITARY SEWER MANHOLE
SIGN POST
STORM WATER DROP INLET
STORM WATER FUNCTION BOX
STORM WATER YARD INLET
TELEPHONE MANHOLE
TELEPHONE POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
WATER MANHOLE
WATER METER
WATER VALVE
WATER VALVE LINE MARKER
BOLLARD
CONCRETE MONUMENT FOUND
CRIMPED TOP PIPE FOUND
FINISHED FLOOR ELEVATION
IRRIGATION BOX
IRON PIN FOUND
1/2" IRON PIN SET
NAIL BOX
OPEN TOP PIPE FOUND
PKF NAIL FOUND
PKF NAIL SET
REBAR FOUND
RIGHT-OF-WAY MONUMENT FOUND
RAILROAD SIGNAL BOX
STUB OUT
BUILDING SETBACK LINE
CURB & GUTTER
CONCRETE PAD
CHAIN LINK FENCE
CORRUGATED METAL PIPE
DEED BOOK & PAGE
DUCTILE IRON PIPE
HEADER CURB
HDPE
HIGH DENSITY POLYETHYLENE PIPE
INVERT ELEVATION
OUTLET CONTROL STRUCTURE
PLAT BOOK & PAGE
PVC
REINFORCED CONCRETE PIPE
TEMPORARY BENCHMARK
SPOT ELEVATION
REFERENCE TO TITLE EXCEPTION ITEM
REFERENCE TO ENCROACHMENT ITEM

JONES CIRCLE (50' PUBLIC R/W)



LEGAL DESCRIPTION (BASED ON THIS SURVEY)

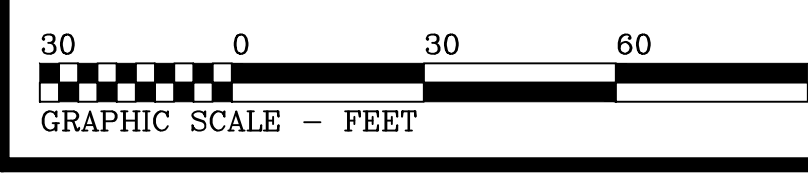
All that tract or parcel of land lying and being in Land Lot 70 of the 13th Land District, City of College Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #21-046), Drawing #16-21-046, bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described with bearings relative to Grid North, Georgia West Zone, as follows: To find the POINT OF BEGINNING, COMMENCE AT the southwest corner of the intersected intersection of the southwesterly right-of-way line of Fayetteville Road (S.R. #314, 80' public R/W) and the northwesterly right-of-way line of Godby Road (variable width public R/W); THENCE proceeding southwesterly along said northwesterly right-of-way line of Godby Road the following courses and distances: South 72 degrees 02 minutes 12 seconds West for a distance of 213.84 feet to a concrete r/w monument found;

BOUNDARY SURVEY FOR: BELTLINE INVESTMENT

VA VALENTINO & ASSOCIATES, INC. LAND SURVEYORS 4045 ORCHARD ROAD BUILDING 200 SMYRNA, GEORGIA 30080 PHONE: (770) 438-0015 FAX: (770) 435-6050 WEB: VALENTINOSURVEY.COM STATE OF GEORGIA LAND SURVEYING FIRM LICENSE NO. LSP000794

REVISIONS

Table with 2 columns: No., Description. Contains 1 revision entry.

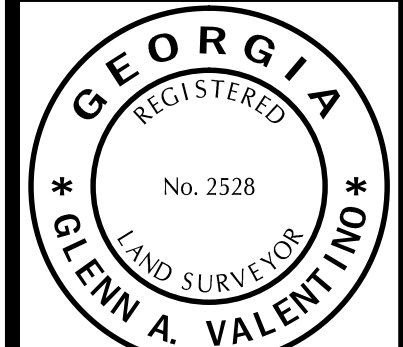


FIELD DATES: 8/19/21 - 8/26/21

STATE OF GEORGIA PLAT ACT CERTIFICATION

THIS PLAT IS A REFRACIMENT 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.

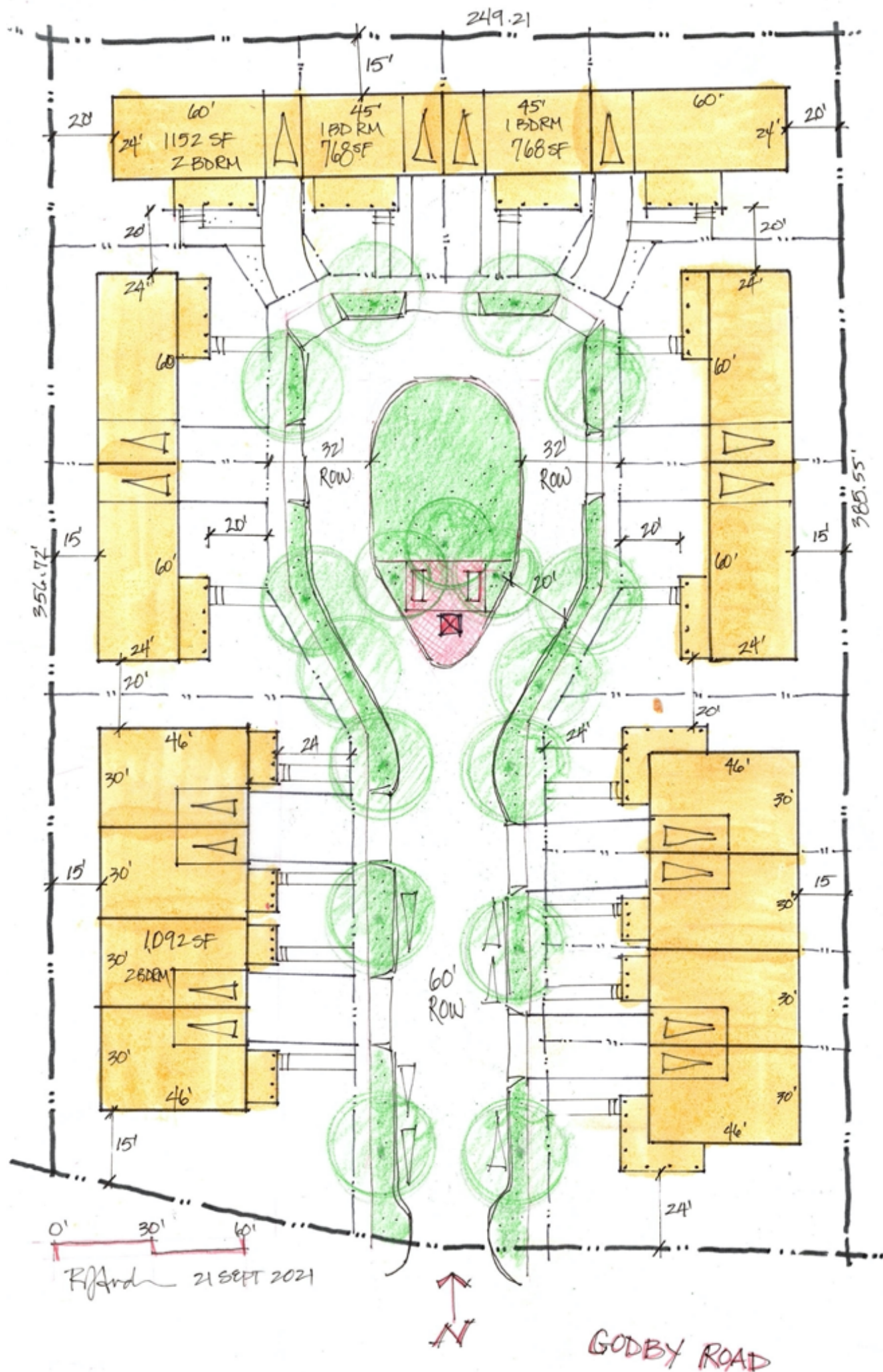
Glenn A. Valentino, CLAYTON COUNTY, GEORGIA, GA. R.L.S. #2528 DATE OF EXPIRATION: 12/31/2022



SCALE: 1" = 30' DATE: 8/30/2021 JOB NUMBER: 21-046 FILE NUMBER: 21-046 PLOTTED: 8/30/2021

BOUNDARY SURVEY SHEET

1 OF 1



16 For Sale Workforce Townhouses. (on fee-simple lots).

Rezone to RM, requires several variances:

- Minimum Lot Width 30' at the building line.
- Reduce rear setback to 15'.
- Front Setback = 20'.
- Minimum lot area reduced to 3,000.
- Minimum 20' separation required between buildings when not attached.

NOTE: Meets RM Zone minimum lot area per dwelling unit, required off-street parking, and minimum unit SF.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9241

DATE: November 10, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Contract Renewal w/Colliers International for Management Services

PURPOSE:

Renewal of contract with Colliers International for Management Services effective January 2, 2022.

REASON:

Renewal of contract with Colliers International for Management Services effective January 2, 2022.

RECOMMENDATION:

Mayor and Council approval of renewal of contract with Colliers International Management Services.

BACKGROUND:

Colliers International is desirous to continue there relationship and be the City's partner for management services with a renewal of the contract for services effective January 2, 2022. The existing contract pricing has been in place for two consecutive years, during which Colliers International has issued \$70,000.00 in rebates back to the city.

As you well know, the cost of doing business has continued to rise and Colliers International has not escaped those increase. Additionally, all GSA leases are imposing a higher burden on contractors due to the Federal Workers Safety Protocols and President Bidens Executive Order 14042. Due to these reasons, Colliers International is requesting a 5% increase to the management service fee for a renewal at \$119,700, as compared to the prior year's fee of \$114,000.

COST TO CITY: \$119,700, this is a 5% increase to the management service fee as compared to the prior year's fee of \$114,000.

ATTACHMENTS:

- Colliers Management Services Contract 2021 (PDF)
- BIDA College Park Management agreement (2022) Clean Copy (DOCX)
- BIDA College Park Management agreement (2021 vs 2022) dmm redline (PDF)

Review:

- Mercedes Miller Completed 11/05/2021 1:55 PM
- Willis Moody Completed 11/09/2021 9:57 AM
- Althea Philord-Bradley Completed 11/09/2021 6:08 PM
- City Attorney's Office Completed 11/09/2021 4:58 PM
- Sonya Harold Completed 11/10/2021 8:16 AM
- Mercedes Miller Completed 11/10/2021 9:21 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

**STATE OF GEORGIA
COUNTY OF FULTON**

**MANAGEMENT SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR
FAA REGIONAL FACILITY**

This Agreement made and entered into this 10 day of DECEMBER, 2020, between the COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "BIDA"), and Colliers International South Carolina, Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, the City of College Park is the owner of the real property and improvements located at 1701 Columbia Avenue, College Park, Georgia 30337; and

WHEREAS, the City and BIDA previously entered a Lease Agreement with the General Services Administration ("GSA") for said property to accommodate certain office space needs of the Federal Aviation Administration ("FAA"), hereinafter referred to as the "FAA Regional Facility"; and

WHEREAS, upon the execution of that certain Management Services Agreement dated January 1, 2020 between Contractor and BIDA, Contractor serves as management agent for the FAA Regional Facility property as provided further therein; and

WHEREAS, said agreement expires on December 31, 2020, and the parties desire to enter into this new Agreement for the year 2021.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES**: Contractor shall provide property management services for the FAA Regional Facility, located at 170 Columbia Avenue, College Park, Georgia 30337, pursuant to its response to Bid No. 100918, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. This Agreement hereby incorporates the Invitation to Bid No. 100918 and Contractor's response thereto. If there are any differences between the provisions of the Bid document or the response and the provisions of this Agreement, this Agreement shall control. If there are any differences between the Invitation to Bid document and Contractor's response thereto, the bid document shall control, except that the exceptions noted in Contractor's response regarding provisions for bonding of the project and its attached letter from its insurance agent shall prevail.

2. **COSTS:** Contractor agrees to provide services as described in Exhibit A for a total annual cost of \$114,000, paid by the City in equal monthly installments of \$9,500.00.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be for one (1) calendar year, commencing on January 01, 2021 and terminating on December 31, 2021.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:
- Shall be performed as stipulated in the bid documents.
 - Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.
- The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified and in accordance with industry-standard practices for professional property management services. Upon receipt of written notice of a default in Contractor's workmanship, the Contractor shall correct the default in a timely manner at no expense to the City.
5. **INSPECTION:** The City shall have the right to inspect the property to evaluate the performance of Contractor's services provided hereunder at any time during the term of this agreement. The Contractor shall provide complete access to the facilities and assistance for the inspection personnel. The City may reject services supplied hereunder which do not meet the standard of care typically expected of a professional property management services organization or the terms and conditions set forth in the RFP and this agreement. At the City's request, the Contractor shall correct any defaults identified by the City at the Contractor's expense. Failure to inspect the performance of services shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement.
6. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for services 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.
7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper

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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.

8. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.
9. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.
10. **TERMINATION FOR DEFAULT:**

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- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated and the City may terminate Contractor and have no further financial obligation to Contractor hereunder after the date of notification to terminate except that Contractor shall be compensated per the agreement through the date of termination. The City shall use its best efforts to competitively bid for the services to replace Contractor and shall select the lowest qualified bidder. Should the lowest bidder's cost for services exceed the amount of Contractor's compensation hereunder, Contractor shall be obligated to pay such difference to the City for the remaining term of this agreement. In no event shall Contractor's obligation to pay the difference extend beyond the termination date set forth herein or any adjusted termination date in accordance with termination provisions herein.
- (c) The Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in

default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

(e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 11. **TERMINATION FOR CONVENIENCE:** Either City or Contractor may at any time by 30-day written notice terminate all or any part of this Agreement for convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid to perform the work under this agreement through the date of termination. If the date of termination does not fall at the end of a calendar month, Contractor's monthly fee shall be pro-rated accordingly.
- 12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
- 13. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

If to the City:

City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

With copies to:

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:

Colliers International South Carolina, Inc.
Mickey Layden, Executive Vice President
1301 Gervais Street
Suite 600
Columbia, SC 29201

- 14. **ATTORNEYS' FEES:** The Contractor or City shall pay reasonable attorneys' fees to the prevailing 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 Contractor to the City or by the City to the Contractor.

15. **RELATIONSHIP OF PARTIES**

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

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

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

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

17. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Contractor is not presently subject to any agreement with a competitor or with any

other party that will prevent Contractor from performing in full accord with this Agreement; and

- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

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

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

19. **WAIVER OF BREACH**

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

20. **SEVERABILITY**

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

21. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A," as well as the Additional Terms and Conditions, Compensation and Reimbursements and Owner Insurance, attached hereto at Exhibit "D." In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

SIGNATURES ON NEXT PAGE

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

Executed on behalf of:

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA

BY: _____

TITLE: CHAIR

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

COLLIERS INTERNATIONAL SOUTH CAROLINA, INC.

BY (sign here): Mickey E. Layden

Name (print): MICKEY E. LAYDEN

Title: EXECUTIVE VICE PRESIDENT

[Corporate Seal]

ATTEST (sign here): David C. Lockwood III

Name (print): DAVID C. LOCKWOOD III

Title: CORPORATE SECRETARY

DATE: DECEMBER 15, 2020

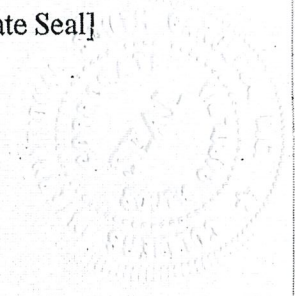


EXHIBIT A
SCOPE OF SERVICES

- Operate, manage, maintain, keep in good repair, order and condition, and otherwise have responsibility for all aspects of the operation, management and maintenance of the FAA Property and the Lease on the property;
- Perform, utilizing City employees or consultants, contractors and/or subcontractors retained by the City and supervised by the Successful Bidder, all work necessary and appropriate for the maintenance, operation and management of the FAA Property, subject to the limitations of the budget approved by the City;
- Supervise and purchase, or arrange for the purchase of, all inventories, provisions, supplies and operating equipment, which, in the normal course of business, are necessary and proper to maintain, operate and manage the FAA Property, subject to the previous approval of the City;
- Assess capital needs of the property and advise City of any work needed on the property as either requested by tenant or assessed to be necessary by the management agency and propose a fiscal year operating budget for approval by the City for all of the FAA Property's needs;
- Make, manage and supervise all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, lawn maintenance, equipment maintenance, and other utilities or services (unless same are provided by employees of the City) as required by the Lease and as management company deems advisable and that the Lessee is not required to perform. Said contracts shall be in the name of the City and payment on same shall be the responsibility of the City;
- Make periodic inspections (not less than quarterly) of the property and structures thereon, reports of which shall be maintained by the management agency and discussed with the City upon the City's request or at such times as the Agent deems advisable containing such information as the City shall reasonably request;
- Establish and maintain a property management record and file system to be implemented upon contract execution pursuant to the standard retention policies of the management company and make same available to the City upon reasonable notice;
- Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by the management company;
- Prepare a written monthly profit and loss statement package from information reasonably available to the management company, which report shall correlate expenses and costs with the approved budget for the property and any deviations therefrom;

- Prepare a written monthly status report for the property with respect to the services provided by the management company summarizing material operating activities for the month;
- Attend occasional meetings with City administration which may occur during, or outside of normal business hours;
- Inform the City with respect to the property's compliance with applicable statutes, ordinances, rules, regulations and similar matters and the management agent shall, from time to time, advise the City as to actions required to be taken to ensure that the property, and the operation thereof, complies with such requirements.
- Notify City immediately of any fire, accident, or other casualty, lawsuits or threat thereof; and
- To promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other governmental authorities; maintain compliance with regulatory requirements.
- Retain an employee dedicated as a Security Coordination Specialist (SCS) to coordinate with GSA/FAA and the Federal Protective Services (FPS) concerning badges and/or accessing the property. The duties of the SCS and the clearance process are attached to this document as **Exhibit C**
- Contractor will upgrade the technology infrastructure, hardware and software at the FAA Property at no additional cost to the City.

EXHIBIT B**RISK MANAGEMENT REQUIREMENTS**

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City 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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

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

CONTRACTS FOR MORE THAN \$50,000

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

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

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

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

EXHIBIT C
SECURITY COORDINATOR SPECIALIST (SCS)

The SCS is required to send visitor(s) announcement to the security guards at the back gate before anyone is allowed on the property for deliveries, meetings, site visits, interviews, sub-contractors.

U.S. citizens needing property access: Must possess a valid driver's license, State ID before access to the property is allowed. In order to escort a worker/contractor that does not possess an FAA/DOT ID, the person must have an FAA/DOT ID.

Non-U.S. citizens needing property access for less than five (5) consecutive days: Pre-screening is required FIRST by the FAA. Form 1600-78 "Request for Visit by Foreign National" via the International Visitors Program (IVP) must be completed by Contractor/Visitor and sent to the SCS along with a copy of their Passport or Visa for FAA to start pre-screening.

This process takes approximately three (3) days because verification must be confirmed through Federal Aviation Administration's Systematic Alien Verification for Entitlements (SAVE) Program. Escorting is required. The visitor announcement must be provided to the FAA Building Manager/Security Coordinator once clearance has been received from the IVP.

Non-U.S. citizens requiring property access for more than five (5) consecutive days: The SCS must first determine if contractor is for long term or short term. General Services Administration (GSA) has two types of personnel security investigations depending on how long the contractor is required to be on site.

Short-term contractor (6 months or less): A Contractor Information Worksheet (CIW) is required from the Contractor. The SCS will submit the CIW to GSA for background investigation for those who require routine access unescorted in a Federally controlled space. Contractor is notified by GSA with further instructions, including finger printing scheduling, and if approved/not approved to work on site.

Long-term contractor (6 months or more): A CIW is required from the Contractor. The SCS will submit the CIW to GSA. Contractor is notified by GSA with further instructions including finger printing scheduling.

Federal Protective Services (FPS) will notify contractor if approved/not approved to work on site.

The SCS will receive notification if Contractor is approved or not. If approved, SCS will send Contractor the "FAA Form 1681" to complete and return in order for FAA Security to enter approved contractor in their database to receive a badge to work on site. Once entered, the SCS will schedule an appointment with Contractor for their picture identification badge to be taken.

GSA/FPS will notify Contractor if they are NOT approved and will request a telephone number for the contractor to call to discuss denial. The SCS is NOT informed as to why

Contractor was not approved.

NOTE: All contractors, vendors, visitors and non-FAA employees must access the property through the rear entrance.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1. The Owner hereby authorizes and empowers the Agent to perform the following in the name of, for the account of, and at the expense of the Owner:

A. Employ, promote, discharge, supervise, and pay servants, employees or contractors as the Agent may determine advisable to be employed in the care, management, or operation of the Premises. It is understood and agreed that all servants, employees, or contractors are in the employ of Agent solely, and that Owner is in no manner liable to such servants, employees, or contractors for their wages or other compensation. The Owner shall reimburse the Agent promptly for all costs, expenses (to include workers' compensation) and fees incurred or accrued by the Agent in connection with such servants, employees or contractors. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

Agent shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, assigning daily work, supervising assigned work, hiring, terminating, and disciplining its employees and handling all employee and labor relations matters. Agent will be solely and exclusively responsible for setting wage rates and employee benefits of its employees.

B. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Premises as the Agent may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Two Thousand Five Hundred and No/Dollars (\$2,500.00) shall not be made without prior consent of the Owner or submitted budget, except in the event of an emergency, or if the Agent in good faith determines that expenditures are necessary to protect the Premises from damage, to prevent injury to persons or loss of life, or to maintain services to the tenant(s) on the Premises.

C. Subject to the Owner's approval, advertise the Premises or portions thereof, and prepare and secure signs, plans, circular matter, and other forms of advertising.

D. Maintain all amounts in the operating account(s) (the "Operating Account") of the Agent for the Premises operation.

2. All monies furnished by the Owner to the Agent as working funds and all monies received by the Agent for or on behalf of the Owner shall be deposited by the Agent in the Operating Account, which is to be placed at a financial institution mutually approved by the Owner and the Agent in account(s) maintained by the Agent and not commingled with the funds of the Agent, and shall be disbursed by the Agent in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation, the compensation and reimbursement of the Agent as herein provided) arising on account of or in connection with this Agreement or the Premises.

Not later than the last business day of each month, Owner shall fund the Operating Account in an amount equal to the approved, budgeted operating expenses for the following month, as well as any operating expense deficit incurred in the current month and any capital expenditures anticipated in the following month (hereinafter referred to as the "Recurring Funding Request"). Agent shall provide to Owner a schedule of any and all amounts to be included in the Recurring Funding Request not later than the earlier of 20th day of each month or the following business day.

Owner shall initially fund the Operating Account with an imprest balance of \$10,000 to be utilized by Agent for the disbursement of emergency operating expenditures and only with written approval of Owner. Agent shall not advance any amounts from Agent's funds to the Operating Account in the event of a deficit in the Operating Account.

3. The Owner agrees to make its best efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or Construction of the Premises, including environmental and structural matters, as well as with all orders and requirements of the local Board of Fire Underwriters or other body exercising similar functions. Owner agrees to provide Agent with a copy of an asbestos audit prepared within the past three (3) years by a properly licensed environmental testing firm. If Owner does not currently have such a report on file, then Owner by execution of this Agreement authorizes Agent to procure an asbestos audit at Owner's expense within the first month of the contract term.

4. Upon the expiration or earlier termination of this Agreement, Owner shall not employ any of Agent's employees for the purpose of discharging any of the duties set forth in this Agreement for a period of twelve (12) months from the effective date of said expiration or earlier termination.

COMPENSATION AND REIMBURSEMENTS

1. The Owner hereby covenants and agrees to pay the Agent an annual flat fee of One Hundred Fourteen Thousand and No/Dollars (\$114,000.00) which will be payable monthly in the amount of Nine Thousand Five Hundred and No/Dollars (\$9,500.00). The Agent may deduct such monthly management fee and other sums due it hereunder as reimbursement for any expenses incurred or advanced on the Owner's behalf arising on account of or in connection with this Agreement, from receipts from or regarding the Premises.

2. The Owner agrees to compensate Agent for reimbursable administrative expenses incurred in connection with performing the duties noted above which include but are not limited to mileage at the prevailing IRS reimbursement rate, and overnight postage. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

3. A. Owner covenants and agrees to compensate Agent separately for services rendered as Owner's Representative and Project Manager in connection with capital improvements, tenant improvements and/or major repairs which require extensive coordination such as roof replacements, waterproofing/caulking of building exterior,

painting projects, resurfacing of parking lots, etc. This is more fully described as:

- For work performed for the tenant, FAA or GSA, which is billed back to them, a fee of twenty percent (20%) will apply. Fifty percent (50%) of the fee will be deposited by the Agent into a property reserve account and such funds will be available for expenses at the property and benefit the City.
- For work performed for the Owner, which are not billed back to the tenant, the following scheduled shall apply cumulatively:

<u>COST</u>	<u>FEE</u>
\$0 - \$100,000	10%
\$100,001 and above	8.5%

For the purposes of calculating fee, the term "cost" shall include all hard and soft costs such as the cost of construction, design, testing, data cabling, etc. Reimbursables shall include the cost of overnight travel, plan reproduction, overnight postage at cost plus 15%, and mileage reimbursements at the prevailing IRS rates. No costs for project management services shall be incurred without prior approval of the City of College Park.

OWNER INSURANCE

1. The Owner agrees to procure and maintain at its expense and during the term of this Agreement, commercial building and comprehensive general public liability insurance including property damage insurance, worker's compensation insurance, and such other insurance as may be advisable and applicable for the protection of the Owner and the Agent. In each such policy of insurance, the Owner agrees to designate the Agent an additional insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by the Owner and the Agent. A certificate of each such policy issued by the carrier shall be delivered to the Agent and shall provide that the Agent shall receive at least ten (10) days prior written notice from the carrier in the event of cancellation or any material change therein.

2. To the extent permitted by its insurance policies, the Owner does hereby waive and release any and all claims which it may have against the Agent for damage to the Premises or contents herein to the extent that such damage is covered by the Owner's insurance policies.

STATE OF GEORGIA
COUNTY OF FULTON

**MANAGEMENT SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR
FAA REGIONAL FACILITY**

This Agreement made and entered into this ____ day of _____, 20__, between the COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "BIDA" or "City"), and Colliers International South Carolina, Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, BIDA is the owner of the real property and improvements located at 1701 Columbia Avenue, College Park, Georgia 30337; and

WHEREAS, the City and BIDA previously entered a Lease Agreement with the General Services Administration ("GSA") for said property to accommodate certain office space needs of the Federal Aviation Administration ("FAA"), hereinafter referred to as the "FAA Regional Facility"; and

WHEREAS, upon the execution of that certain Management Services Agreement effective January 1, 2021 between Contractor and BIDA, Contractor serves as management agent for the FAA Regional Facility property as provided further therein; and

WHEREAS, said agreement expires on December 31, 2021, and the parties desire to enter into this new Agreement for the year 2022.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide property management services for the FAA Regional Facility, located at 170 Columbia Avenue, College Park, Georgia 30337, pursuant to its response to Bid No. 100918, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. This Agreement hereby incorporates the Invitation to Bid No. 100918 and Contractor's response thereto. If there are any differences between the provisions of the Bid document or the response and the provisions of this Agreement, this Agreement shall control. If there are any differences between the Invitation to Bid document and Contractor's response thereto, the bid document shall control, except that the exceptions noted in Contractor's response regarding provisions for bonding of the project and its attached letter from its insurance agent shall prevail.
2. **COSTS:** Contractor agrees to provide services as described in **Exhibit A** for a total annual cost of \$119,700, paid by the City in equal monthly installments of \$9,975.00.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be for one (1) calendar year, commencing on January 02, 2021 and terminating on December 31, 2022.
4. **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; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

5. **INSPECTION:** The City shall have the right to inspect the property to evaluate the performance of Contractor's services provided hereunder at any time during the term of this agreement. The Contractor shall provide complete access to the facilities and assistance for the inspection personnel. The City may reject services supplied hereunder which do not meet the standard of care typically expected of a professional property management services organization or the terms and conditions set forth in the RFP and this agreement. At the City's request, the Contractor shall correct any defaults identified by the City at the Contractor's expense. Failure to inspect the performance of services shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement.
6. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor sub contract for services 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.
7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing 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.
8. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and

any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

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

10. **TERMINATION FOR DEFAULT:**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated and the City may terminate Contractor and have no further financial obligation to Contractor hereunder after the date of notification to terminate except that Contractor shall be compensated per the agreement through the date of termination. The City shall use its best efforts to competitively bid for the services to replace Contractor and shall select the lowest qualified bidder. Should the lowest bidder's cost for services exceed the amount of Contractor's compensation hereunder, Contractor shall be obligated to pay such difference to the City for the remaining term of this agreement. In no event shall Contractor's obligation to pay the difference extend beyond the termination date set forth herein or any adjusted termination date in accordance with termination provisions herein.
- (c) The Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of

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

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
11. **TERMINATION FOR CONVENIENCE:** Either City or Contractor may at any time by 30-day written notice terminate all or any part of this Agreement for convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid to perform the work under this agreement through the date of termination. If the date of termination does not fall at the end of a calendar month, Contractor’s monthly fee shall be pro-rated accordingly.
 12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.
 13. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, boards, authorities, 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.
 14. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

If to the City:
City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

With copies to:
City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:
Colliers International South Carolina, Inc.
Mickey Layden, Executive Vice President
1301 Gervais Street
Suite 600
Columbia, SC 29201

15. **ATTORNEYS' FEES:** The Contractor or City shall pay reasonable attorneys' fees to the prevailing 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 Contractor to the City or by the City to the Contractor.

16. **RELATIONSHIP OF PARTIES:**

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

17. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS:** Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision

of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

18. **CONFLICTS OF INTEREST:** Contractor warrants and represents that:
- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
 - (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
 - (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.
19. **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
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. **ENTIRE AGREEMENT:** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement includes all exhibits attached hereto and incorporates all such exhibits by reference herein. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
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. **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.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY, GEORGIA**

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

**COLLIERS INTERNATIONAL SOUTH CAROLINA,
INC.**

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: **CORPORATE SECRETARY**

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

- Operate, manage, maintain, keep in good repair, order and condition, and otherwise have responsibility for all aspects of the operation, management and maintenance of the FAA Property and the Lease on the property;

- Perform, utilizing City employees or consultants, contractors and/or subcontractors retained by the City and supervised by the Successful Bidder, all work necessary and appropriate for the maintenance, operation and management of the FAA Property, subject to the limitations of the budget approved by the City;

- Supervise and purchase, or arrange for the purchase of, all inventories, provisions, supplies and operating equipment, which, in the normal course of business, are necessary and proper to maintain, operate and manage the FAA Property, subject to the previous approval of the City;

- Assess capital needs of the property and advise City of any work needed on the property as either requested by tenant or assessed to be necessary by the management agency and propose a fiscal year operating budget for approval by the City for all of the FAA Property's needs;

- Make, manage and supervise all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, lawn maintenance, equipment maintenance, and other utilities or services (unless same are provided by employees of the City) as required by the Lease and as management company deems advisable and that the Lessee is not required to perform. Said contracts shall be in the name of the City and payment on same shall be the responsibility of the City;

- Make periodic inspections (not less than quarterly) of the property and structures thereon, reports of which shall be maintained by the management agency and discussed with the City upon the City's request or at such times as the Agent deems advisable containing such information as the City shall reasonably request;

- Establish and maintain a property management record and file system to be implemented upon contract execution pursuant to the standard retention policies of the management company and make same available to the City upon reasonable notice;

- Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by the management company;
- Prepare a written monthly profit and loss statement package from information reasonably available to the management company, which report shall correlate expenses and costs with the approved budget for the property and any deviations therefrom;
- Prepare a written monthly status report for the property with respect to the services provided by the management company summarizing material operating activities for the month;
- Attend occasional meetings with City administration which may occur during, or outside of normal business hours;
- Inform the City with respect to the property's compliance with applicable statutes, ordinances, rules, regulations and similar matters and the management agent shall, from time to time, advise the City as to actions required to be taken to ensure that the property, and the operation thereof, complies with such requirements.
- Notify City immediately of any fire, accident, or other casualty, lawsuits or threat thereof; and
- To promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other governmental authorities; maintain compliance with regulatory requirements.
- Retain an employee dedicated as a Security Coordination Specialist (SCS) to coordinate with GSA/FAA and the Federal Protective Services (FPS) concerning badges and/or accessing the property. The duties of the SCS and the clearance process are attached to this document as **Exhibit C**
- Contractor will upgrade the technology infrastructure, hardware and software at the FAA Property at no additional cost to the City.

EXHIBIT B

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City 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.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

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

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

EXHIBIT C

SECURITY COORDINATOR SPECIALIST (SCS)

The SCS is required to send visitor(s) announcement to the security guards at the back gate before anyone is allowed on the property for deliveries, meetings, site visits, interviews, sub-contractors.

U.S. citizens needing property access: Must possess a valid driver's license, State ID before access to the property is allowed. In order to escort a worker/contractor that does not possess an FAA/DOT ID, the person must have an FAA/DOT ID.

Non-U.S. citizens needing property access for less than five (5) consecutive days: Pre-screening is required FIRST by the FAA. Form 1600-78 "Request for Visit by Foreign National" via the International Visitors Program (IVP) must be completed by Contractor/Visitor and sent to the SCS along with a copy of their Passport or Visa for FAA to start pre-screening.

This process takes approximately three (3) days because verification must be confirmed through Federal Aviation Administration's Systematic Alien Verification for Entitlements (SAVE) Program. Escorting is required. The visitor announcement must be provided to the FAA Building Manager/Security Coordinator once clearance has been received from the IVP.

Non-U.S. citizens requiring property access for more than five (5) consecutive days: The SCS must first determine if contractor is for long term or short term. General Services Administration (GSA) has two types of personnel security investigations depending on how long the contractor is required to be on site.

Short-term contractor (6 months or less): A Contractor Information Worksheet (CIW) is required from the Contractor. The SCS will submit the CIW to GSA for background investigation for those who require routine access unescorted in a Federally controlled space. Contractor is notified by GSA with further instructions, including finger printing scheduling, and if approved/not approved to work on site.

Long-term contractor (6 months or more): A CIW is required from the Contractor. The SCS will submit the CIW to GSA. Contractor is notified by GSA with further instructions including finger printing scheduling.

Federal Protective Services (FPS) will notify contractor if approved/not approved to work on site.

The SCS will receive notification if Contractor is approved or not. If approved, SCS will send Contractor the "FAA Form 1681" to complete and return in order for FAA Security to enter approved contractor in their database to receive a badge to work on site. Once entered, the SCS will schedule an appointment with Contractor for their picture identification badge to be taken.

GSA/FPS will notify Contractor if they are NOT approved and will request a telephone number for the contractor to call to discuss denial. The SCS is NOT informed as to why Contractor was not approved.

NOTE: All contractors, vendors, visitors and non-FAA employees must access the property through the rear entrance.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1. The Owner hereby authorizes and empowers the Agent to perform the following in the name of, for the account of, and at the expense of the Owner:

A. Employ, promote, discharge, supervise, and pay servants, employees or contractors as the Agent may determine advisable to be employed in the care, management, or operation of the Premises. It is understood and agreed that all servants, employees, or contractors are in the employ of Agent solely, and that Owner is in no manner liable to such servants, employees, or contractors for their wages or other compensation. The Owner shall reimburse the Agent promptly for all costs, expenses (to include workers' compensation) and fees incurred or accrued by the Agent in connection with such servants, employees or contractors. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

Agent shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, assigning daily work, supervising assigned work, hiring, terminating, and disciplining its employees and handling all employee and labor relations matters. Agent will be solely and exclusively responsible for setting wage rates and employee benefits of its employees.

B. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Premises as the Agent may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Two Thousand Five Hundred and No/Dollars (\$2,500.00) shall not be made without prior consent of the Owner or submitted budget, except in the event of an emergency, or if the Agent in good faith determines that expenditures are necessary to protect the Premises from damage, to prevent injury to persons or loss of life, or to maintain services to the tenant(s) on the Premises.

C. Subject to the Owner's approval, advertise the Premises or portions thereof, and prepare and secure signs, plans, circular matter, and other forms of advertising.

D. Maintain all amounts in the operating account(s) (the "Operating Account") of the Agent for the Premises operation.

2. All monies furnished by the Owner to the Agent as working funds and all monies received by the Agent for or on behalf of the Owner shall be deposited by the Agent in the Operating Account, which is to be placed at a financial institution mutually approved by the Owner and the Agent in account(s) maintained by the Agent and not commingled with the funds of the Agent, and shall be disbursed by the Agent in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation,

the compensation and reimbursement of the Agent as herein provided) arising on account of or in connection with this Agreement or the Premises.

Not later than the last business day of each month, Owner shall fund the Operating Account in an amount equal to the approved, budgeted operating expenses for the following month, as well as any operating expense deficit incurred in the current month and any capital expenditures anticipated in the following month (hereinafter referred to as the "Recurring Funding Request"). Agent shall provide to Owner a schedule of any and all amounts to be included in the Recurring Funding Request not later than the earlier of 20th day of each month or the following business day.

Owner shall initially fund the Operating Account with an imprest balance of \$10,000 to be utilized by Agent for the disbursement of emergency operating expenditures and only with written approval of Owner. Agent shall not advance any amounts from Agent's funds to the Operating Account in the event of a deficit in the Operating Account.

3. The Owner agrees to make its best efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or Construction of the Premises, including environmental and structural matters, as well as with all orders and requirements of the local Board of Fire Underwriters or other body exercising similar functions. Owner agrees to provide Agent with a copy of an asbestos audit prepared within the past three (3) years by a properly licensed environmental testing firm. If Owner does not currently have such a report on file, then Owner by execution of this Agreement authorizes Agent to procure an asbestos audit at Owner's expense within the first month of the contract term.

4. Upon the expiration or earlier termination of this Agreement, Owner shall not employ any of Agent's employees for the purpose of discharging any of the duties set forth in this Agreement for a period of twelve (12) months from the effective date of said expiration or earlier termination.

COMPENSATION AND REIMBURSEMENTS

1. The Owner hereby covenants and agrees to pay the Agent an annual flat fee of One Hundred Fourteen Thousand and No/Dollars (\$114,000.00) which will be payable monthly in the amount of Nine Thousand Five Hundred and No/Dollars (\$9,500.00). The Agent may deduct such monthly management fee and other sums due it hereunder as reimbursement for any expenses incurred or advanced on the Owner's behalf arising on account of or in connection with this Agreement, from receipts from or regarding the Premises.

2. The Owner agrees to compensate Agent for reimbursable administrative expenses incurred in connection with performing the duties noted above which include but are not limited to mileage at the prevailing IRS reimbursement rate, and overnight postage. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

3. A. Owner covenants and agrees to compensate Agent separately for services rendered as Owner’s Representative and Project Manager in connection with capital improvements, tenant improvements and/or major repairs which require extensive coordination such as roof replacements, waterproofing/caulking of building exterior, painting projects, resurfacing of parking lots, etc. This is more fully described as:

- For work performed for the tenant, FAA or GSA, which is billed back to them, a fee of twenty percent (20%) will apply. Fifty percent (50%) of the fee will be deposited by the Agent into a property reserve account and such funds will be available for expenses at the property and benefit the City.
- For work performed for the Owner, which are not billed back to the tenant, the following scheduled shall apply cumulatively:

<u>COST</u>	<u>FEE</u>
\$0 - \$100,000	10%
\$100,001 and above	8.5%

For the purposes of calculating fee, the term “cost” shall include all hard and soft costs such as the cost of construction, design, testing, data cabling, etc. Reimbursables shall include the cost of overnight travel, plan reproduction, overnight postage at cost plus 15%, and mileage reimbursements at the prevailing IRS rates. No costs for project management services shall be incurred without prior approval of the City of College Park.

OWNER INSURANCE

1. The Owner agrees to procure and maintain at its expense and during the term of this Agreement, commercial building and comprehensive general public liability insurance including property damage insurance, worker’s compensation insurance, and such other insurance as may be advisable and applicable for the protection of the Owner and the Agent. In each such policy of insurance, the Owner agrees to designate the Agent an additional insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by the Owner and the Agent. A certificate of each such policy issued by the carrier shall be delivered to the Agent and shall provide that the Agent shall receive at least ten (10) days prior written notice from the carrier in the event of cancellation or any material change therein.

2. To the extent permitted by its insurance policies, the Owner does hereby waive and release any and all claims which it may have against the Agent for damage to the Premises or contents herein to the extent that such damage is covered by the Owner's insurance policies.

STATE OF GEORGIA
COUNTY OF FULTON

**MANAGEMENT SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR
FAA REGIONAL FACILITY**

This Agreement made and entered into this ___ day of _____, 20___, between the COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "BIDA" or "City"), and Colliers International South Carolina, Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, BIDA is the owner of the real property and improvements located at 1701 Columbia Avenue, College Park, Georgia 30337; and

WHEREAS, the City and BIDA previously entered a Lease Agreement with the General Services Administration ("GSA") for said property to accommodate certain office space needs of the Federal Aviation Administration ("FAA"), hereinafter referred to as the "FAA Regional Facility"; and

WHEREAS, upon the execution of that certain Management Services Agreement ~~dated effective~~ January 1, 2021~~0~~ between Contractor and BIDA, Contractor serves as management agent for the FAA Regional Facility property as provided further therein; and

WHEREAS, said agreement expires on December 31, 2021~~0~~, and the parties desire to enter into this new Agreement for the year 2022~~+~~.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide property management services for the FAA Regional Facility, located at 170 Columbia Avenue, College Park, Georgia 30337, pursuant to its response to Bid No. 100918, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit A**. This Agreement hereby incorporates the Invitation to Bid No. 100918 and Contractor's response thereto. If there are any differences between the provisions of the Bid document or the response and the provisions of this Agreement, this Agreement shall control. If there are any differences between the Invitation to Bid document and Contractor's response thereto, the bid document shall control, except that the exceptions noted in Contractor's response regarding provisions for bonding of the project and its attached letter from its insurance agent shall prevail.
2. ~~2.~~ **COSTS:** Contractor agrees to provide services as described in **Exhibit A** for a total annual cost of \$114,000, paid by the City in equal monthly installments of \$9,500.00.
3. ~~3.~~ **TERM OF AGREEMENT:** The term of this Agreement shall be for one (1) calendar year, commencing on January 02~~+~~, 2021 and terminating on December 31, 2022~~+~~.
4. **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; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

~~4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its workmanship to be free from defects as follows:~~

- ~~• Shall be performed as stipulated in the bid documents.~~
- ~~• Shall be performed by workmen experienced in and capable of doing the kind of work assigned to them.~~

~~The Contractor further warrants that its workmanship will conform to all specifications and will perform as specified and in accordance with industry standard practices for professional property management services. Upon receipt of written notice of a default in Contractor's workmanship, the Contractor shall correct the default in a timely manner at no expense to the City.~~

5. **INSPECTION:** The City shall have the right to inspect the property to evaluate the performance of Contractor's services provided hereunder at any time during the term of this agreement. The Contractor shall provide complete access to the facilities and assistance for the inspection personnel. The City may reject services supplied hereunder which do not meet the standard of care typically expected of a professional property management services organization or the terms and conditions set forth in the RFP and this agreement. At the City's request, the Contractor shall correct any defaults identified by the City at the Contractor's expense. Failure to inspect the performance of services shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement.

~~6. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for services 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.~~

7. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing 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.

8. ~~8.~~ WORK ON THE CITY'S DESIGNATED PREMISES: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor²s used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

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

10. ~~10.~~ TERMINATION FOR DEFAULT:

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated and the City may terminate Contractor and have no further financial obligation to Contractor hereunder after the date of notification to terminate except that Contractor shall be compensated per the agreement through the date of termination. The City shall use its best efforts to competitively bid for the services to replace Contractor and shall select the lowest qualified bidder. Should the lowest bidder's cost for services exceed the amount of Contractor's compensation hereunder, Contractor shall be obligated to pay such difference to the City for the remaining term of this agreement. In no event

shall Contractor's obligation to pay the difference extend beyond the termination date set forth herein or any adjusted termination date in accordance with termination provisions herein.

- (c) The Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

~~11.~~ 11. **TERMINATION FOR CONVENIENCE:** Either City or Contractor may at any time by 30-day written notice terminate all or any part of this Agreement for convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid to perform the work under this agreement through the date of termination. If the date of termination does not fall at the end of a calendar month, Contractor's monthly fee shall be pro-rated accordingly.

~~12.~~ 12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

~~13.~~ 13. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, boards, authorities, 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.

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

If to the City:

With copies to:

City Manager
College Park City Hall
3667 Main Street
College Park, Georgia 30338

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:

Colliers International South Carolina, Inc.
Mickey Layden, Executive Vice President
1301 Gervais Street
Suite 600
Columbia, SC 29201

~~2.~~ ~~14.~~ **ATTORNEYS' FEES:** The Contractor or City shall pay reasonable attorneys' fees to the prevailing 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 Contractor to the City or by the City to the Contractor.

15.

~~16.~~ ~~15.~~ **RELATIONSHIP OF PARTIES:**

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

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans,

or savings plans.

- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

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

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

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

~~17.~~ **CONFLICTS OF INTEREST:**

18. Contractor warrants and represents that:

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

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

19. 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

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.

~~19. WAIVER OF BREACH~~

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

~~20. SEVERABILITY:~~

~~3.~~ If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

~~21.~~

~~21. ENTIRE AGREEMENT:~~

22. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement ~~incorporates~~ includes all exhibits attached hereto and incorporates all such exhibits by reference herein. ~~the Company's Scope of Services and is referenced in Exhibit "A," as well as the Additional Terms and Conditions, Compensation and Reimbursements and Owner Insurance, attached hereto at Exhibit "D."~~ In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

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. 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.

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

Executed on behalf of:

COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, GEORGIA

BY: _____

TITLE:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

Executed on behalf of:

**COLLIERS INTERNATIONAL SOUTH CAROLINA,
INC.**

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: **CORPORATE SECRETARY**

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

- Operate, manage, maintain, keep in good repair, order and condition, and otherwise have responsibility for all aspects of the operation, management and maintenance of the FAA Property and the Lease on the property;
- Perform, utilizing City employees or consultants, contractors and/or subcontractors retained by the City and supervised by the Successful Bidder, all work necessary and appropriate for the maintenance, operation and management of the FAA Property, subject to the limitations of the budget approved by the City;
- Supervise and purchase, or arrange for the purchase of, all inventories, provisions, supplies and operating equipment, which, in the normal course of business, are necessary and proper to maintain, operate and manage the FAA Property, subject to the previous approval of the City;
- Assess capital needs of the property and advise City of any work needed on the property as either requested by tenant or assessed to be necessary by the management agency and propose a fiscal year operating budget for approval by the City for all of the FAA Property's needs;
- Make, manage and supervise all contracts for electricity, gas, fuel, steam, water, telephone, window cleaning, rubbish removal, laundry service, exterminating, janitorial services, lawn maintenance, equipment maintenance, and other utilities or services (unless same are provided by employees of the City) as required by the Lease and as management company deems advisable and that the Lessee is not required to perform. Said contracts shall be in the name of the City and payment on same shall be the responsibility of the City;
- Make periodic inspections (not less than quarterly) of the property and structures thereon, reports of which shall be maintained by the management agency and discussed with the City upon the City's request or at such times as the Agent deems advisable containing such information as the City shall reasonably request;
- Establish and maintain a property management record and file system to be implemented upon contract execution pursuant to the standard retention policies of the management company and make same available to the City upon reasonable notice;

- Provide accounting services and procedures relating to accounts payable and accounts receivable with respect to the services provided by the management company;
- Prepare a written monthly profit and loss statement package from information reasonably available to the management company, which report shall correlate expenses and costs with the approved budget for the property and any deviations therefrom;
- Prepare a written monthly status report for the property with respect to the services provided by the management company summarizing material operating activities for the month;
- Attend occasional meetings with City administration which may occur during, or outside of normal business hours;
- Inform the City with respect to the property's compliance with applicable statutes, ordinances, rules, regulations and similar matters and the management agent shall, from time to time, advise the City as to actions required to be taken to ensure that the property, and the operation thereof, complies with such requirements.
- Notify City immediately of any fire, accident, or other casualty, lawsuits or threat thereof; and
- To promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all Federal, State and municipal or other governmental authorities; maintain compliance with regulatory requirements.
- Retain an employee dedicated as a Security Coordination Specialist (SCS) to coordinate with GSA/FAA and the Federal Protective Services (FPS) concerning badges and/or accessing the property. The duties of the SCS and the clearance process are attached to this document as **Exhibit C**
- Contractor will upgrade the technology infrastructure, hardware and software at the FAA Property at no additional cost to the City.

EXHIBIT B

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City 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.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

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

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

EXHIBIT C

SECURITY COORDINATOR SPECIALIST (SCS)

The SCS is required to send visitor(s) announcement to the security guards at the back gate before anyone is allowed on the property for deliveries, meetings, site visits, interviews, sub-contractors.

U.S. citizens needing property access: Must possess a valid driver's license, State ID before access to the property is allowed. In order to escort a worker/contractor that does not possess an FAA/DOT ID, the person must have an FAA/DOT ID.

Non-U.S. citizens needing property access for less than five (5) consecutive days: Pre-screening is required FIRST by the FAA. Form 1600-78 "Request for Visit by Foreign National" via the International Visitors Program (IVP) must be completed by Contractor/Visitor and sent to the SCS along with a copy of their Passport or Visa for FAA to start pre-screening.

This process takes approximately three (3) days because verification must be confirmed through Federal Aviation Administration's Systematic Alien Verification for Entitlements (SAVE) Program. Escorting is required. The visitor announcement must be provided to the FAA Building Manager/Security Coordinator once clearance has been received from the IVP.

Non-U.S. citizens requiring property access for more than five (5) consecutive days: The SCS must first determine if contractor is for long term or short term. General Services Administration (GSA) has two types of personnel security investigations depending on how long the contractor is required to be on site.

Short-term contractor (6 months or less): A Contractor Information Worksheet (CIW) is required from the Contractor. The SCS will submit the CIW to GSA for background investigation for those who require routine access unescorted in a Federally controlled space. Contractor is notified by GSA with further instructions, including finger printing scheduling, and if approved/not approved to work on site.

Long-term contractor (6 months or more): A CIW is required from the Contractor. The SCS will submit the CIW to GSA. Contractor is notified by GSA with further instructions including finger printing scheduling.

Federal Protective Services (FPS) will notify contractor if approved/not approved to work on site.

The SCS will receive notification if Contractor is approved or not. If approved, SCS will send Contractor the "FAA Form 1681" to complete and return in order for FAA Security to enter approved contractor in their database to receive a badge to work on site. Once entered, the SCS will schedule an appointment with Contractor for their picture identification badge to be taken.

GSA/FPS will notify Contractor if they are NOT approved and will request a telephone number for the contractor to call to discuss denial. The SCS is NOT informed as to why Contractor was not approved.

NOTE: All contractors, vendors, visitors and non-FAA employees must access the property through the rear entrance.

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

1. The Owner hereby authorizes and empowers the Agent to perform the following in the name of, for the account of, and at the expense of the Owner:

A. Employ, promote, discharge, supervise, and pay servants, employees or contractors as the Agent may determine advisable to be employed in the care, management, or operation of the Premises. It is understood and agreed that all servants, employees, or contractors are in the employ of Agent solely, and that Owner is in no manner liable to such servants, employees, or contractors for their wages or other compensation. The Owner shall reimburse the Agent promptly for all costs, expenses (to include workers' compensation) and fees incurred or accrued by the Agent in connection with such servants, employees or contractors. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

Agent shall solely be responsible for maintaining control, direction and supervision of its employees, including, without limitation, assigning daily work, supervising assigned work, hiring, terminating, and disciplining its employees and handling all employee and labor relations matters. Agent will be solely and exclusively responsible for setting wage rates and employee benefits of its employees.

B. Make or cause to be made all repairs, replacements, alterations, additions, improvements, and decorations in and to the Premises as the Agent may determine advisable. Expenditures for such repairs, replacements, alterations, additions, improvements, and decorations in excess of Two Thousand Five Hundred and No/Dollars (\$2,500.00) shall not be made without prior consent of the Owner or submitted budget, except in the event of an emergency, or if the Agent in good faith determines that expenditures are necessary to protect the Premises from damage, to prevent injury to persons or loss of life, or to maintain services to the tenant(s) on the Premises.

C. Subject to the Owner's approval, advertise the Premises or portions thereof, and prepare and secure signs, plans, circular matter, and other forms of advertising.

D. Maintain all amounts in the operating account(s) (the "Operating Account") of the Agent for the Premises operation.

2. All monies furnished by the Owner to the Agent as working funds and all monies received by the Agent for or on behalf of the Owner shall be deposited by the Agent in the Operating Account, which is to be placed at a financial institution mutually approved by the Owner and the Agent in account(s) maintained by the Agent and not commingled with the funds of the Agent, and shall be disbursed by the Agent in such amounts and at such times as the same are required to pay for obligations, liabilities, costs, expenses and fees (including, without limitation,

the compensation and reimbursement of the Agent as herein provided) arising on account of or in connection with this Agreement or the Premises.

Not later than the last business day of each month, Owner shall fund the Operating Account in an amount equal to the approved, budgeted operating expenses for the following month, as well as any operating expense deficit incurred in the current month and any capital expenditures anticipated in the following month (hereinafter referred to as the "Recurring Funding Request"). Agent shall provide to Owner a schedule of any and all amounts to be included in the Recurring Funding Request not later than the earlier of 20th day of each month or the following business day.

Owner shall initially fund the Operating Account with an imprest balance of \$10,000 to be utilized by Agent for the disbursement of emergency operating expenditures and only with written approval of Owner. Agent shall not advance any amounts from Agent's funds to the Operating Account in the event of a deficit in the Operating Account.

3. The Owner agrees to make its best efforts to comply with all statutes, ordinances, laws, rules and orders of any federal, state or local government or department, or officer thereof, having jurisdiction over the use, maintenance, operation or Construction of the Premises, including environmental and structural matters, as well as with all orders and requirements of the local Board of Fire Underwriters or other body exercising similar functions. Owner agrees to provide Agent with a copy of an asbestos audit prepared within the past three (3) years by a properly licensed environmental testing firm. If Owner does not currently have such a report on file, then Owner by execution of this Agreement authorizes Agent to procure an asbestos audit at Owner's expense within the first month of the contract term.

4. Upon the expiration or earlier termination of this Agreement, Owner shall not employ any of Agent's employees for the purpose of discharging any of the duties set forth in this Agreement for a period of twelve (12) months from the effective date of said expiration or earlier termination.

COMPENSATION AND REIMBURSEMENTS

1. The Owner hereby covenants and agrees to pay the Agent an annual flat fee of One Hundred Fourteen Thousand and No/Dollars (\$114,000.00) which will be payable monthly in the amount of Nine Thousand Five Hundred and No/Dollars (\$9,500.00). The Agent may deduct such monthly management fee and other sums due it hereunder as reimbursement for any expenses incurred or advanced on the Owner's behalf arising on account of or in connection with this Agreement, from receipts from or regarding the Premises.

2. The Owner agrees to compensate Agent for reimbursable administrative expenses incurred in connection with performing the duties noted above which include but are not limited to mileage at the prevailing IRS reimbursement rate, and overnight postage. Onsite personnel roles necessary for the operation, maintenance and protection of the premises are a direct property operations expense reimbursable to Colliers.

3. A. Owner covenants and agrees to compensate Agent separately for services rendered as Owner’s Representative and Project Manager in connection with capital improvements, tenant improvements and/or major repairs which require extensive coordination such as roof replacements, waterproofing/caulking of building exterior, painting projects, resurfacing of parking lots, etc. This is more fully described as:

- For work performed for the tenant, FAA or GSA, which is billed back to them, a fee of twenty percent (20%) will apply. Fifty percent (50%) of the fee will be deposited by the Agent into a property reserve account and such funds will be available for expenses at the property and benefit the City.
- For work performed for the Owner, which are not billed back to the tenant, the following scheduled shall apply cumulatively:

<u>COST</u>	<u>FEE</u>
\$0 - \$100,000	10%
\$100,001 and above	8.5%

For the purposes of calculating fee, the term “cost” shall include all hard and soft costs such as the cost of construction, design, testing, data cabling, etc. Reimbursables shall include the cost of overnight travel, plan reproduction, overnight postage at cost plus 15%, and mileage reimbursements at the prevailing IRS rates. No costs for project management services shall be incurred without prior approval of the City of College Park.

OWNER INSURANCE

1. The Owner agrees to procure and maintain at its expense and during the term of this Agreement, commercial building and comprehensive general public liability insurance including property damage insurance, worker’s compensation insurance, and such other insurance as may be advisable and applicable for the protection of the Owner and the Agent. In each such policy of insurance, the Owner agrees to designate the Agent an additional insured. The insurance carrier and the amount of coverage in each such policy shall be mutually agreed upon by the Owner and the Agent. A certificate of each such policy issued by the carrier shall be delivered to the Agent and shall provide that the Agent shall receive at least ten (10) days prior written notice from the carrier in the event of cancellation or any material change therein.

2. To the extent permitted by its insurance policies, the Owner does hereby waive and release any and all claims which it may have against the Agent for damage to the Premises or contents herein to the extent that such damage is covered by the Owner's insurance policies.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9136

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Rhodes Street Construction Bids

PURPOSE:

An RFP was released to secure proposals for the development and construction of a major roadway within the Six West Development. This roadway is a requirement to close a purchase and sales agreement contract on a 55 acre residential development site owned by the Clearly College Park.

REASON: A road needs to be constructed within the Six West Development to connect Camp Creek Parkway to Redwine Avenue where a major residential development will be located.

RECOMMENDATION: Staff recommends that the City of College Park contract to C.W. Matthews Contracting Company for the construction of Rhodes Street located within the Six West development.

BACKGROUND: Six West is a 320 acre mixed-use development owned by Clearly College Park that includes residential, retail, hospitality, office, and entertainment uses. Clearly College Park is playing the role of master developer in the project. Replacement of most of the existing infrastructure is required to bring this project to fruition as outlined in the Six West District Plan.

COST TO CITY: \$9,734,945.02

BUDGETED ITEM: No

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: November 9, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: This project was previously approved by the Fulton County Board of Education for TAD funding.

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Willis Moody, Purchasing Manager
 Kimley Horn - Engineer of Record
 Jesse Frasier - BDR Partners (Program Manager)
 Artie Jones, III - Economic Development Director / Exec. Clearly College Park

ATTACHMENTS:

- Bid Results Memo from BDR 09092021 (PDF)
- RFP - RHODES STREET WIDENING & IMPROVEMENTS - Specs (PDF)
- Agenda Memo ID #2021-9094 - RFP - RHODES STREET WIDENING & IMPROVEMENTS - 082621 (PDF)

Review:

- Artie Jones Completed 09/28/2021 3:23 PM
- Sonya Harold Completed 10/01/2021 9:22 AM
- Purchasing Completed 10/01/2021 6:01 PM
- Finance Completed 11/10/2021 11:41 AM
- City Attorney's Office Pending
- Mercedes Miller Pending
- Mayor & City Council Pending 11/15/2021 7:30 PM



MEMORANDUM

To: Mr. Artie Jones, III, Director of Economic Development
City of College Park

From: Jesse Frasier, Partner

Project: Six West Development, Rhodes Street Widening and Improvements
College Park Georgia

Date: September 8, 2021

Re: Construction Bid Tabulation Report/Recommendation

The Request for Proposal for the construction of the Rhodes Street Widening and Improvements project was issued on July 30, 2021. It was posted to City of College Park procurement website, along with several other procurement sites, reaching over 800 vendors. A mandatory pre-proposal meeting was conducted at City Hall on August 10, 2021. Seven construction companies were in attendance. The original submittal date for proposals was extended from August 26, 2021 to September 1, 2021 to allow bidders additional time to address questions during the bid period. The City received three proposals and they were all opened in a virtual session held on September 1, 2021 at 10:00am.

The information below outlines the three proposals that were submitted:

- CMES, Inc. – Lump Sum Proposal Cost: **\$9,637,910.70**
 - CMES, Inc. submitted an Non-Responsive Bid
 - CMES, Inc. did not utilize the revised “FINAL BID QUANTITIES” spreadsheet that was included in Addendum 3 issued on August 16, 2021.
 - CMES, Inc. excluded (2) Tree Pods valued at \$89,408.72 (total)
 - Adding that scope and cost to CMES, Inc. proposal, the bid has increased: Lump Sum Proposal Cost: **\$9,727,319.42**
 - Items of Note:
 - CMES, Inc has been in business for 25 years
 - CMES, Inc completed the Camp Creek Pkwy DDI – GDOT Lighting project
 - CMES, Inc subcontracted out 31% of the proposed work
 - 13% of the subcontracted work was to be permed by C.W. Matthews (another bidder on the project)
- C.W. Matthews Contracting Company – Lump Sum Proposal Cost - **\$9,734,945.02**
 - C.W. Matthews Contracting Company submitted a Complete and Responsive Bid
 - Items of Note:
 - C.W. Matthews Contracting Company has been in business for 75 years
 - C.W. Matthews Contracting Company has contracted construction services with the City of College Park for more than 10 years

- Prior to the proposal submission, C.W. Matthews Contracting Company performed site investigations, utilizing drilling equipment, to evaluate subsurface conditions to be able to provide a more informed bid.
- C.W. Matthews Contracting subcontracted out 31% of the proposed work (none to a direct competitor)
- Baldwin Paving Company – Lump Sum Proposal Cost - **\$9,788,087.08**
 - Baldwin Paving Company submitted an Non-Responsive Bid
 - Baldwin Paving Company excluded the actual percentage of work to be performed by the seven subcontractors listed in the proposal
 - Items of Note:
 - Baldwin Paving Company has been in business for 42 years
 - Baldwin Paving Company is currently performing enabling projects for the Six West Development as part of a previous contract with the City including:
 - Traffic light and intersection cut at the intersection of Rhodes Street and Camp Creek Parkway
 - Tree removal and site grubbing

Based on the above submitted proposal and the thorough review by the Team (City of College Park Procurement Department, City of College Park Economic Development Director, Kimley Horn-Engineer of Record, and BDR – Program Manager), we recommend **C. W. Matthews Contracting Company** be awarded the contract to perform construction services for the Rhodes Street Widening and Improvement project for the City of College Park.

Sincerely,



Jesse Frasier
BDR Partners



City of College Park

3667 Main Street | College Park, GA | 30337
(404)-767-1537



Bid Tabulation

RFP – RHODES STREET WIDENING & IMPROVEMENTS – 082621

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	CMES, Inc	\$9,637,910.70	N	N	N
2	C.W. Matthews Contracting	\$9,734,945.02	N	N	Y
3	Baldwin Paving Co	\$9,788,087.08	N	N	Y
4					

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)
(3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)
(5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

The original proposal(s) are available for review in the Purchasing Department. Contact Willis Moody, Purchasing & Fleet Administrator (wmoody@collegetparkga.com) to schedule a time.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICE

RFP – RHODES STREET WIDENING & IMPROVEMENTS - 082621

The City of College Park is accepting **sealed proposals** from qualified vendors for **RHODES STREET WIDENING & IMPROVEMENTS**. Proposals will be received no later than **THURSDAY, AUGUST 26, 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 (**mandatory**) pre-proposal meeting will be held in the Council Chambers at City Hall Tuesday, August 10, 2021 beginning promptly at 10:30 am.

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 the 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	August 10, 2021	10:30 am (EST)
Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: Rhodes Street Widening & Improvements	August 17, 2021	12:00 pm (EST)
Addendum(s) published	August 18, 2021	4:00 pm (EST) Deadline
Open Sealed Bids	August 26, 2021	10:00 am (EST)

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

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



PURPOSE SCOPE OF WORK

GENERAL PURPOSE

The City of College Park (City) is accepting sealed proposals from qualified vendors interested in providing construction services necessary to construct the widening of Rhodes Street. This Request for Proposals (RFP) seeks to identify qualified potential providers for construction services for the project.

All respondents to this RFP are subject to instruction, terms, and conditions communicated in this RFP and are cautioned to completely review the entire RFP and follow instruction carefully. A determination for the contract award will be determined by the City and project management consultants to be responsive and qualified.

OVERVIEW

Information in this RFP regarding schedule, selection methodology, selection criteria, and other items supersedes all previously publicly advertised information regarding this project.

Vendor acknowledges and agrees that the work is set out in the bid documents as a lump sum agreement. Vendor further acknowledges the work will be separated into multiple portions including a BASE BID for the majority of the work and additional alternates.

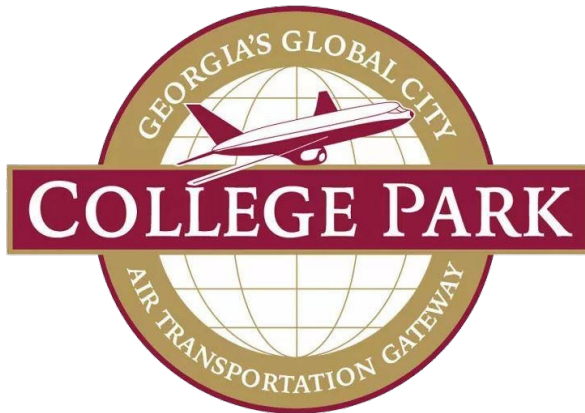
A restriction of communication(s) is in effect for this solicitation from the advertisement date of this RFP solicitation, until a successful respondent is selected and the selection is announced. Firms are not allowed to communicate about this solicitation or scope with any staff of the City to include the Mayor and City Council Members; except for submission of questions as instructed in the RFP, or as provided by any existing work agreement(s). For violation of this provision, the City reserves the right to reject the submittal of the offending respondent.

The City request a good faith effort to acquire Disadvantaged Business Enterprise (DBE) participation for this street widening and improvements project. The DBE can be achieved by prime contracting, sub-contracting, joint venture or mentor/protégé relationship. The steps, as described, should demonstrate the scope, intensity, and appropriateness of the effort undertaken to obtain sufficient DBE participation.

SCOPE of WORK

Review the attached links on the next page, provided by Kimley-Horn to preview the following:

1. Drawings
2. MS4 Final Report
3. Preliminary quantities required – all quantity one (1)



Rhodes Street Widening & Improvements



Information regarding the City of College Park's design-build process, prepared by Kimley-Horn can be reviewed at the following links:

Drawings:

[Rhodes 22x34 Signed Flat.pdf](#)

Preliminary Quantities

[Quantities \(1\).pdf](#)

Stormwater Management Report:

[MS4 Final Report.pdf](#)



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-9094

DATE: SEPTEMBER 9, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – RHODES STREET WIDENING & IMPROVEMENTS - 082621
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: Rhodes Street Widening & Improvements

Budgeted item(s): No

Recommendations: C.W. Matthews Contracting Co is recommended at \$9,734,945.02 as most responsive to the City.

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 July 29, 2021 thru September 1, 2021 at 9:30 am.

818 representatives were contacted for this bid.

A (mandatory) pre-proposal meeting was held in the Council Chambers at City Hall Tuesday, August 10, 2021 beginning promptly at 10:30 am, with social distancing measures in place. There were seven (7) vendors in attendance along with Jesse Frasier and Hector Morales (BDR), Mike Lobdell (Kimley-Horn), Jackson Myers and Artie Jones III (City).

During this meeting, drawing issues were discovered and per Addendum No. 1, the scheduled calendar dates (Q&A, Addendums and Bid Open) were extended one (1) week to allow the vendors additional time to review the revised plans and submit questions for response. The original Zoom (virtual) bid open was scheduled for August 26, 2021 at 10:00.

The official Zoom (virtual) bid open was conducted September 1, 2021 at 10:00 am with representatives from C.W. Matthews, CMES and Baldwin Paving logged into the meeting.



CITY OF COLLEGE PARK

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

Artie Jones, III was present to represent the Jesse Frasier and Hector Morales (BDR), Mike Lobdell (Kimley-Horn) during the bid open.

Join Zoom Meeting

<https://us06web.zoom.us/j/86933034717?pwd=ZzVYdnMyTVdEUnBZKzNNMXFmYzJTUT09>

Meeting ID: 869 3303 4717 ~ Passcode: 368142



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Bid Tabulation

RFP – RHODES STREET WIDENING & IMPROVEMENTS – 082621

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	CMES, Inc	\$9,637,910.70	N	N	N
2	C.W. Matthews Contracting	\$9,734,945.02	N	N	Y
3	Baldwin Paving Co	\$9,788,087.08	N	N	Y

A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)
 (3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)
 (5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

The original proposal(s) are available for review in the Purchasing Department. Contact Willis Moody, Purchasing & Fleet Administrator (wmoody@collegetparkga.com) to schedule a time.



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 9138

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West Program Management Services - Phase I

As we begin the development of Rhodes Street the City of College Park needs an organization to oversee, manage, and advise on the development of numerous projects. Staff request that an extension be provided to BDR who has served as program manager for the Gateway Arena project, as well as initial program management advisory services for the Six West Development.

Staff request that BDR be contracted with for a 12-month period of time to oversee program management services. Examples of projects that will be overseen by BDR includes but is not limited to:

- Rhodes Street Improvements
- Columbia Avenue Improvements
- College Park Golf Course
- Camp Creek Parkway District
- Incremental District
- Residential District
- Camp Creek Pedestrian Bridge

ATTACHMENTS:

- Six West Advisory Services Extension 09282021 (PDF)

Review:

- Artie Jones Completed 09/28/2021 3:24 PM
- Sonya Harold Completed 10/01/2021 9:22 AM
- City Attorney's Office Completed 10/04/2021 1:14 PM

Updated: 11/9/2021 1:52 PM by Artie Jones

Page 1

- Mercedes Miller Completed 10/05/2021 2:32 PM
- Mayor & City Council Pending 11/15/2021 7:30 PM



City of College Park

Six West Development Phase-1

Program Management Advisory Services

Submitted to: Mr. Artie Jones III, Director of Economic Development
September 9, 2021

Contract Extension

The logo for BDR consists of the letters 'BDR' in a large, bold, red serif font.

Cover Letter

March 24, 2021

Artie Jones, III
Director of
Economic Development

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

**RE: Proposal for Program Management Advisory Services
Six West Development - Phase 1
Contract Extension**

Mr. Artie Jones, III,

It has been our pleasure providing program management advisory services for the City of College Park on the Six West Development project. Our initial contract was officially signed by Mayor Bianca Motley Broom on January 21, 2021. The first contract extension was officially signed by Mayor Bianca Motley Broom on April 10, 2021. These contracts were completed August 31, 2021.

Per your request, this proposal is for an extension of BDR's program management advisory services for a 12-month duration (September 2021 - September 2022).

BDR will provide our standard high level of service and are prepared to continue our partnership with the City of College Park to deliver the scope of services as outlined in this document.

Please contact me at your convenience should you have any questions.

Warmest Regards,



Jesse Frasier,
Partner, BDR Partners

Accomplished Scope of Services

Since our engagement on January 4, 2021 through August 31, 2021, BDR has successfully provided the following services:

Program Management Services - *Accomplished*

- Successful collaboration with the City of College Park and the Six West Development Committee
- BDR led weekly virtual calls with City of College Park Six West Development Committee
- Establishment and maintenance of cloud sharing document storage
- BDR provided project reporting to the Six West Development and the appropriate Stakeholders
- Request and review all College Park approved consultants / vendors bids, proposals and contracts before presented to Mayor and City Council for approval
- Develop overall Phase-1 program schedule
- Validate individual project budgets that fold up into the overall Phase-1 program
- Develop overall Phase-1 program budget
- Collaborate with the City of College Park to establish cash flow projections
- Monitor progress of all site due diligence with engineers and consultants
- Provide document review of all engineer and consultant designs to ensure they are complete and meet the intended programmatic elements.
- Provide updates, coordinate information and deliver approved College Park responses to all of the third party development groups associated with the Six West Development
- Coordinated the design of the Rhodes Street Improvements
- Coordinated the procurement and bidding process for Contractor selection for the Rhodes Street Improvements

Continued Scope of Services

BDR requests a 12-month extension for program management advisory services, September 2021 - September 2022, for the following scope of services:

Program Management Services - *Continued*

- Continued collaboration with the City of College Park and the Six West Development Committee
- Continued BDR led weekly virtual calls with City of College Park Six West Development Committee
- Continued team coordination for the Six West Phase-1 projects:
 - **Rhodes Street Improvements**
 - **Columbia Avenue Improvements**
 - **College Park Golf Course**
 - **Camp Creek Parkway District**
 - **Incremental District**
 - **Residential District**
 - **Camp Creek Pedestrian Bridge**
- Continued project reporting to the Six West Development and the appropriate Stakeholders
- Continued maintenance of cloud sharing document storage
- Continued request and review all College Park approved consultants / vendors bids, proposals and contracts before presented to Mayor and City Council for approval
- Continued review and management of the overall program schedule
- Continued coordination with the design team and local contractors to validate the construction costs of each individual project for Six West Phase -1
- Continued management of the overall program budget
- Continued collaboration with the City of College Park to establish cash flow projections
- Continued monitoring of the progress of all site due diligence with engineers and consultants
- Continue to coordinate information and deliver approved College Park responses to all of the third party development groups associated with the Six West Development



Proposed Fee

Proposed is an Hourly Fee based on the following:

Hourly Not-To-Exceed: \$144,000

Anticipated Project Duration:

September, 2021 – September, 2022 (12 months)

BDR Hourly Rates:

The following hourly rates will apply for BDR.

- Program Director \$225.00/hr
- Sr. Project Manager..... \$200.00/hr
- Project Manager \$185.00/hr
- Project Administrator..... \$75.00/hr

Reimbursable Expenses

The cost for mileage directly associated with this project will be invoiced to the City of College Park at 1.0 times the prevailing IRS rate. All basic copying services are included in the lump sum fee above. Any exceptional expenses for reproduction and out-of-pocket costs will be presented to the City of College Park for advanced approval.

Signatures

City of College Park

Signature: _____

Name / Title: _____

Date: _____

BDR Partners

Signature:  _____

Name / Title: Jesse Frasier _____

Date: 9/8/21 _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9139

DATE: November 9, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West Rhodes Street Improvements - Program Management

The major north / south roadway of Six West (Rhodes Street) will be considered for funding on Monday, November 15, 2021. A program manager is needed for this project to ensure that the project is delivered on time and on budget. Staff recommends BDR be contracted with to ensure that the Rhodes Street widening and improvement project be completed on time and on budget.

Please see memorandum / contract from BDR who is currently serving as the advisory services program manager over the Six West project.

ATTACHMENTS:

- Six West Rhodes Street - PM Services (BDR)09282021 (PDF)

Review:

- Artie Jones Completed 09/28/2021 3:25 PM
- Sonya Harold Completed 10/01/2021 9:23 AM
- City Attorney's Office Completed 10/04/2021 1:16 PM
- Mercedes Miller Completed 10/05/2021 2:31 PM
- Mayor & City Council Pending 11/15/2021 7:30 PM



City of College Park
**Six West
Rhodes Street
Improvements**

**Program
Management
Services**

Submitted to: Mr. Artie Jones III, Director of Economic Development
September 28, 2021



Cover Letter

September 28, 2021

Artie Jones, III
Director of
Economic Development

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

**RE: Proposal for Program Management Services
Six West Development - Rhodes Street Improvements**

Mr. Artie Jones, III,


It has been our pleasure providing program management advisory services for the City of College Park on the Six West Development project. Working with the City leadership, the City finance department, the City legal department and City brokerage firm, the Rhodes Street Improvements has been identified as the first project in the Six West Development.

The overall strategic planning, team assembly, developer coordination and funding coordination have been successful to date. Implementation/Construction of Rhodes Street is the next step. Rhodes Street is the main artery into the development. It will connect Camp Creek to the residential development that is slated to begin in early 2021. Installing underground utilities, low voltage, water, sewer, site grading, sidewalks, and paving are critical components that need to be installed to maintain the confidence of developers currently under contract agreements with the City of College Park, as well as, attracting prospective developers to Six West.

BDR is appropriately staffed and prepared to begin project management services for the Rhodes Street Improvements.

Please contact me at your convenience should you have any questions.

Warmest Regards,



Jesse Frasier,
Partner, BDR Partners

Scope of Services

BDR will provide the following scope of Program Management Services for the Rhodes Street Improvements:

Project Management Services

- Collaboration with the City of College Park and the Six West Development Committee
- Weekly virtual coordination meetings with City of College Park Six West Development Committee
- Bi-Weekly construction meetings with City of College Park, Engineers, and Contractor
- Project reporting to the Six West Development and the appropriate Stakeholders
- Maintenance of cloud sharing document storage
- Review all College Park approved consultants / vendors bids, proposals and contracts before presented to Mayor and City Council for approval
- Coordination with the Engineers and Contractors to maintain approved construction and project costs
- Budget Management
- Schedule Management
- Monitoring of the progress of all site due diligence with engineers and consultants
- Document review of all engineer and consultant designs to ensure they are complete and meet the intended programmatic elements.
- Coordination with all third party vendors
- Coordinate information and deliver approved College Park responses to all of the third party development groups associated with the Six West Development



Proposed Fee

Proposed is a lump sum fee for Rhodes Street: **\$255,937.60**

Anticipated Monthly Fee: \$19,687.50/mo

Anticipated Project Duration:

13 Months (commencement of the notice-to-proceed)

If the project extends beyond the 13 month duration, BDR will request a contract extension for PM services

Reimbursable Expenses

The cost for mileage directly associated with this project will be billed to the City of College Park at 1.0 times the prevailing IRS rate. All basic copying services are included in the lump sum fee above. Any exceptional expenses for reproduction and out-of-pocket costs will be presented to the City of College Park for advanced approval.

BDR Hourly Rates:

The following hourly rates will apply for any additional services

- Program Director \$225.00/hr
- Sr. Project Manager..... \$200.00/hr
- Project Manager \$185.00/hr
- Project Administrator..... \$75.00/hr

Signature

City of College Park

Signature: _____

Name / Title: _____

Date: _____

BDR Partners

Signature:  _____

Name / Title: Jesse Frasier

Date: 9/28/21



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 9216

DATE: November 1, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Replacement of Engineering Department Vehicle Unit 97

PURPOSE: To replace a Engineering Department vehicle for use by the department.

REASON: Unit number 97 is a 2000 Ford Taurus with 77,210 miles, in poor condition and needs replacement rather than spending more on repairs.

RECOMMENDATION: Replace Unit 97 with a 2022 Ford Explore 4-Door

BACKGROUND: This vehicle is over 21 years old.

YEARS OF SERVICE: N/A

COST TO CITY: \$28,300.00

BUDGETED ITEM: Yes, Account 100-1575-54-7590 Vehicles-Replace

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: November 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF:**ATTACHMENTS:**

- City of College Park (2022 Explorer Base) White (PDF)
- Statewide Contract Allan Vigil Ford - expires 11-30-20 (PDF)

Review:

- Jackson Myers Completed 10/27/2021 2:10 PM
- Purchasing Completed 10/27/2021 2:15 PM
- Finance Completed 11/09/2021 6:08 PM
- Sonya Harold Completed 11/10/2021 8:08 AM
- Mercedes Miller Completed 11/10/2021 9:20 AM
- Mayor & City Council Pending 11/15/2021 7:30 PM

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

**2022 Ford Explorer Mid-size SUV,
4X2, Rear wheel Drive (RWD)**

Base Price \$28,225.00

SWC #99999-SPD-ES40199373-002

**Equipment included in
Base price**

2.3L EcoBoost I4 engine
10 Speed Automatic Transmission
Power Liftgate
Tilt / Cruise
Power ABS Brakes
Aluminum Wheels
Power Windows / Locks / Mirrors
AM-FM-XM Radio
Ford SYNC 3 (bluetooth)
Dual zone climate control
Rear View Camera, Reverse sensing
Mini Spare Tire
Carpet with Mats
Cloth Bucket Seats Front
2nd & 3rd Row folding split seat
Rear Window Defroster
Keyless Remotes (2)
Power driver seat
Privacy glass
Blind spot, lane keeping
Automatic Emergency braking
Remote start

Options	Price	Code
---------	-------	------

4 x 4 Drivetrain (All models)	2,288.00	K8B
3.3L V6 engine(Base 4X4 only)	N/C	99B
All Weather Floor Mats (All)	117.00	16A
Daytime Running Lights (All)	43.00	942
Trailer towing (All)	525.00	52T
Cargo Mgt System(All)	160.00	21F

XLT 200A package

XLT RWD upgrade (18" Aluminum wheels, Roof rack side rails, power passenger seat, door keypad, 2nd row bucket seats w/ console)	4,280.00	K7D
---	----------	-----

XLT 202A package

(includes 200A pkg, power passenger seat, Fog lights, remote start, ActiveX seats)	7,675.00	202A
Navigation, XM radio, Adaptive cruise control (requires 202A package)	855.00	65S
2nd row 40/20/40 bench seat (requires 202A package)	N/C	17U

Limited Hybrid RWD

3.3L Hybrid engine, Navigation, 110V/150W AC outlet, Adaptive Cruise control, 20" wheels, 360-Degree camera, leather seats	17,996.00	K7F/ 310A
--	-----------	--------------

Colors Available

Exterior	Interior
XXXXXXXX YZ Oxford White	SandStone XXX
UM Agate Black	"
JS Iconic Silver	"
M7 Carbonize Gray	"
B3 Atlas Blue	"
L9 Forged Green	"

XLT/Hybrid Interior: Black or Tan	N/C	86/8N
Rapid Red Paint(XLT or Hybrid only) \$385		D4

Optional equipment total	<u>None</u>
Other vendor added equipment	<u>None</u>
Delivery GA State Region 3	<u>75</u>
Total	<u>\$28300.00</u>

FOB Allan Vigil Ford
Delivery-see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Contact person	<u>Mr Willis Moody, Purchasing/ Fleet Mgr</u>
Agency	<u>City of College Park</u>
Phone Number	<u>404-305-1340</u>
Email address	<u>wmoody@collegeparkga.com</u>

*OK for base
Hep base
10/4/21*

8/17/2010

VIRTC1DP V4.58 5430 EN

CNGP530

VEHICLE ORDER CONFIRMATION

10/04/21 13:20:11

==>

Dealer: F21122

* 2022 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 0001 Priority: M4 Ord FIN: QE571 Order Type: 5B Price Level: 220
Ord Code: 100A Cust/Flt Name: CITY OF COLLE PO Number:

RETAIL
K7B 4DR RWD BASE \$33100

RETAIL
SP DLR ACCT ADJ
SP FLT ACCT CR
FUEL CHARGE
B4A NET INV FLT OPT NC
PRICED DORA NC
DEST AND DELIV 1245
TOTAL BASE AND OPTIONS 34345
TOTAL 34345

.119" WHEELBASE
YZ OXEORD WHITE
7 CLOTH SEATS
N SANDSTONE
100A EQUIP GRP
.18" PNTD ALUM
99H .2.3L ECOBOOST NC
44T .10SPD AUTO TRAN NC
.P255/65R18 A/S
FLEET SPCL ADJ NC
425 50 STATE EMISS NC
794 PRICE CONCESSN
REMARKS TRAILER
153 FRT LICENSE BKT NC

THIS IS NOT AN INVOICE
*TOTAL PRICE EXCLUDES COMP PR \$28,300.00

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library F9=View Trailers
S099 - PRESS F4 TO SUBMIT

QC005091

V1DP0693 2,6

** BUILD PRIORITY / M-4
PROTECTED PLANT PRODUCTION
(4TH WEEK DEC 21)*

*INCLUDES
✓ DELIVERY*



"HOP" MOSEL
Major (Retired)
Government and
Law Enforcement Sales

6790 Mt. Zion Boulevard
Morrow, GA 30260
Phone: 678-364-3673
Toll Free: 800-222-3597
www.vigilford.com

Phone: 678-364-3983
Cell: 404-488-2696
Fax: 678-364-3910
hop@allanvigilford.com

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles, Regular and Alternatively Fueled		
Effective Date	11-15-2013	Expires	11/30/2020
Contract Table of Contents			
Vendors Awarded	9	Contract Information:	Mandatory Contract
Contract Information for Vendor			Click to Link to Page
<u>Allan Vigil Ford</u>			<u>2</u>
Additional Contract Information			
<u>Contract Renewals, Extensions, Changes</u>			<u>3</u>
<u>NIGP Codes</u>			<u>3</u>
<u>Detailed Pricing and Order Sheets "My Vehicle"</u>			<u>3</u>
<u>Vehicle Specifications</u>			<u>4-5</u>
<u>Special Contract Terms and Conditions</u>			<u>6-10</u>
<u>Issuing Officer</u>			<u>10</u>

Contract Information			
Statewide Contract Number	99999-SPD-ES40199373-002		
PeopleSoft Vendor Number	0000011950	Location Code	000001
Vendor Name & Address			
Allan Vigil Ford Fleet & Government Sales 6790 Mt. Zion Blvd. Morrow, Georgia 30260 TIN: 58-1606549-001			
Contract Administrator			
Bob Burtner burtner@allanvigilford.com Telephone: 770-968-0680 Tool Free: 1-800-821-5151 Fax: 678-364-3910			
Contact Details			
Ordering Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Remitting Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Delivery Days	Orders will be shipped within 60-90 days after receipt of Purchase Order		
Discounts	None		
Payment Terms	Net 30		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor does not accept P-card		

Contract Renewals/ Extensions/ Changes

8-1-2014 Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below, plus 1%

Update 02/13/19 The current list for 2019 model cutoffs: 3/29/19 Escape, 5/3/19 Fusion, 7/5/19 Edge, 7/5/19 F150, 8/2/19 F250, 8/2/19 F350. 2020 Transit Connect orders start 3/1/19. 2020 Explorers orders start 3/1/19. Ford Focus is not available.

Contract Extension #2: 12/01/2018 - 11/30/2019

Contract Extension #3: 12/01/2019 - 11/30/2019

NIGP CODES:

07104 --- Sedans

07201--- Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)

07202 --- Class II Trucks (6,001-10,000 lb. GVWR (F-350)

07180 --- SUV's, Crossover SUV's

07190 --- Vans, Cargo

07192 --- Vans, Passenger (Regular and Handicapped Equipped).

Detailed Pricing and Order Sheets "My Vehicle"

See Detailed Pricing Sheet (Ordering Instructions)

AWARD: Please refer to the Notice of Award Document.

Ext. #2 12/1/2018 - 11/30/2019

VEHICLE SPECIFICATIONS

Instructions for Finding Standard Equipment

Instructions for Ford Standard Equipment

1. Click on <http://www.ford.com/>
2. Select Vehicle Class
3. Select Vehicle
4. Select “ Specs” from menu bar
5. Select “View all”

Instructions for Chevrolet Standard Equipment

1. Click on <http://www.chevrolet.com/>
2. Select Vehicle Class (ie. Car, Crossover SUV, SUV etc.)
3. Select Vehicle
4. Click “Learn More”
5. Click “ Models & Specs”
6. Click “Standard and Optional Equipment”

Instructions for Kia Standard Equipment

1. Click on <http://www.kia.com/us/en/#/home?series=soul&year=2014>
2. Select “Vehicles” → “See all Vehicles”
3. Select Vehicle
4. Click “ Features & Specs” in menu bar

Instructions for Mazda Standard Equipment

1. Click on <http://www.mazdausa.com/MusaWeb/displayHomepage.action>
2. Select "All Vehicles" from menu bar
3. Select Vehicle class
4. Select "Explore More"
5. Select "Specs" from menu bar

Instructions for Jeep Patriot Standard Equipment

1. Click on <http://www.jeep.com/en/> -
2. Select "Vehicles" from the menu bar
3. Select "2014 Patriot"
4. Select "Specs" from the menu bar

for
AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS

NOTE: Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.

APPLICABLE DOCUMENTS: Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

DESIGN: New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. **NOTE:** All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.

STANDARD EQUIPMENT: The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

EMISSION CONTROLS: All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

INTERIOR & EXTERIOR SOUND LEVEL: Vehicles shall comply with Federal Interior Noise Standards.

COOLING SYSTEMS: Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.

WHEELS: Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

TIRES: All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

TOOLS: Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM: Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS: Located for left hand drive. Complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

HEATER AND DEFROSTER: Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

EXTERIOR FINISHES: Standard production colors.

MATERIALS: New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

SERVICE AND REPAIR: The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.

WARRANTY: Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any prorata arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.

RESPONSIBILITY FOR INSPECTION: Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

Focusing of lights
Tuning of engine
Adjustment of accessories

Checking of electrical, braking and suspension systems.
Charging of battery

Alignment of front end

Inflation of tires

Balancing of all wheels, including the spare

Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery.

Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.

Servicing of windshield washer reservoir with water and appropriate additives. A minimum of 1/4 tank of fuel.

DOCUMENTS: Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

SPECIAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT PERIOD

The initial contract performance period is from date of award for a period of (2) model years (2009 and 2010). The Department has the option to renew the contract up to two (2) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor. Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

2. SPECIFICATIONS AND TECHNICAL SUPPORT

Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.

3. INSURANCE AND BONDING

a. Offeror is required to maintain the following insurance coverage's during the term of the contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:

**Bodily injury by accident--per employee \$100,000;
Bodily injury by disease--per employee \$100,000; Policy
limits \$500,000.**

Commercial General Liability Policy per occurrence \$1,000,000.

Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

b. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-.All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

4. PRICES

a. Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

b. FOB - Regional Delivery

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

5. ORDERS

- a. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
- b. State invoices will have the purchase order referenced.

6. VEHICLE EQUIPMENT DATA SHEET

This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

7. EMISSION CONTROL

Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

8. PURCHASE ORDER APPROVALS

Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" datestamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTACT INFORMATION

See Team Georgia Marketplace (Click open Summary) for current Contract Management Specialist contact information.