



Mayor & City Council

Regular Session Meeting

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

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

Experience College Park
Georgia's Global City

~ Agenda ~

Monday, May 18, 2020

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 May 4, 2020

ACTION:

B. Approval of Workshop Session Minutes dated May 4, 2020.

ACTION:

C. Approval of Budget Session Minutes dated April 15, 2020.

ACTION:

D. Approval of Budget Session Minutes dated April 21, 2020.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a Proclamation designating May 17-23, 2020 as “National Public Works Week” in the City of College Park. See memorandum dated May 14, 2020 from Director of Public Works Mike Mason. Also, see attached Proclamation.

5. Remarks of Citizens
6. Other Business

A. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated May 14, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.

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

A. Consideration of and action on a request to adopt a Resolution authorizing the City of College Park to continue to participate in the Fulton County Community Development Block Grant (CDBG) Program for Program Year 2021 through 2023. See memorandum dated May 14, 2020 from City Manager Terrence R. Moore. Also, see attached letter from the Fulton County Department of Community Development dated May 12, 2020, Fulton County CDBG Cooperation Agreement and City of College Park Resolution No. 2020-09.

ACTION:

B. Consideration of and action on a request for approval of an agreement between the City of College Park, the Municipal Electric Authority of Georgia (MEAG Power) and the City of Washington authorizing the sale of excess power to the City of Washington. See memorandum dated May 14, 2020 from Director of Power Hugh Richardson. Also, see attached proposed agreement.

ACTION:

C. Consideration of and action on a request for approval to purchase a replacement washer/extractor (protective gear cleaning machine) for Fire Station # 1. See memorandum dated May 14, 2020 from Fire Chief Wade Elmore recommending Southeastern Laundry Equipment Sales in the amount of \$10,637.75. Also, see attached supporting documentation.

ACTION:

D. Consideration of and action on a request for approval of a one year extension of the solid waste disposal services for residential and commercial solid waste with BFI Transfer System of Georgia, LLC/Republic Services of Georgia "East Point Transfer Station". See memorandum dated May 11, 2020 from Director of Public Works Mike Mason recommending approval at an estimated annual cost of \$592,800.00 based on 2020 tonnage. Also, see attached supporting documentation.

ACTION:

- E. Consideration of and action on a request for approval of pre-treatment of the City’s wastewater at the City of Atlanta Department of Aviation Lift Station #1 located on Riverdale Road. See memorandum dated May 14, 2020 from Director of Public Works Mike Mason recommending Burnett Lime Company to provide pre-treatment of the City wastewater in the bid amount of \$137,430. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on an Ordinance requiring multi-family apartment complex owners to register for a “Rental Permit” and other relevant changes. See memorandum dated May 14, 2020 from City Manager Terrence R. Moore. Also, see attached proposed Ordinance 2020-08. This item was deferred during the May 4, 2020 Regular Session Meeting.

ACTION:

- B. Mayor and Councils discussion and consideration in appointing an At-Large College Park Business and Industrial Development Authority Board Member. See memorandum dated May 14, 2020 from Clearly College Park Executive Director Artie Jones, III and supporting documentation. This item was deferred during the May 4, 2020 Regular Session Meeting.

ACTION:

10. New Business

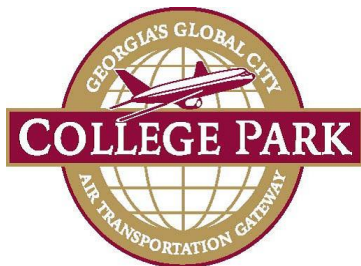
- A. Consideration of suggested regulatory guidelines for the permit process and oversight of building implosion demolitions within the City of College Park. See memorandum dated May 14, 2020 from Director of Inspections Oscar Hudson and Director of Airport Affairs Gary Young. Also, see attached supporting documentation.

ACTION:

- 11. City Attorney's Report
- 12. City Manager's Report
 - A. Discussion and update on top ten delinquent property tax payers. See memorandum dated May 13, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**
 - B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated May 14, 2020 from the Director of Finance & Accounting, Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**
 - C. Follow-Up Direction Regarding Application of Performance Standards to the College Park Strategic Plan. See memorandum dated May 13, 2020 from City Manager Terrence R. Moore.

ACTION:

- 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: 8109

DATE: May 5, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Regular Session Minutes dated May 4, 2020

Regular Session Minutes dated May 4, 2020

Thank you.

ATTACHMENTS:

- RS050420 (DOC)

Review:

- Shavala Moore Completed 05/13/2020 10:11 PM
- Rosylne Robinson Completed 05/14/2020 10:38 AM
- Terrence R. Moore Completed 05/14/2020 10:41 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
MAY 4, 2020

MINUTES

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

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

Absent: None.

- 1. Opening Ceremonies.
 - A. Pledge of allegiance to the flag.
 - B. Invocation by Chaplain Alexander.
- 2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.
- 3. Presentation Of Minutes Of City Council.
 - A. Regular Session held April 20, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated April 20, 2020, with changes, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

- Page 6, Line 211 - s/b "... Councilman Clay..." not "...Councilman Allen..."
- Page 7, Line 263 - s/b "...biased..." not "...bias..."
- Page 9, Line 330 - s/b "...nothing as..." not "...nothing s policymakers..."
- Page 9, Line 351 - s/b "...this complex..." not "...as complex..."
- Page 9, Line 361 - s/b "...Prestwick's..." not "...Presswoods..."
- Page 12, Line 491 - s/b " DCA Tables ?..."
- Page 19, Line 735 - s/b "...completion..." not "...compilation..."
- Page 20, Line 752 - s/b "...not expecting to use all..." not "...expecting all..."
- Page 21, Line 830 - s/b "...Gerald McDowell..." not "...male speaker..."
- Page 22, Line 835 - s/b "... " "
- Page 23, Line 840 - s/b "... " "
- Page 21, Line 878 - s/b "...3 to 4, to 1 to 2 Kilo gallons..." not "...3 to 1 Kilogram
- Page 24, Line 920 - s/b "...location..." not "...blocks..."
- Page 26, Line 1015 - s/b "...going..." not "...ongoing..."

B. Workshop Session held April 20, 2020.

47 **ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated April 20,
 48 2020, as presented, seconded by Councilman Allen and motion carried. (All
 49 Voted Yes).
 50

51 C. Budget Session held April 8, 2020.
 52

53 **ACTION:** Councilman Clay moved to approve Budget Session dated April 8, 2020, as
 54 presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
 55

56 D. Special Called Meeting held April 6, 2020.
 57

58 **ACTION:** Councilman Clay moved to approve Special Called Meeting dated April 6, 2020,
 59 as presented, seconded by Councilman Allen and motion carried. (All Voted
 60 Yes).
 61

62 E. Special Called Meeting held March 25, 2020.
 63

64 **ACTION:** Councilman Clay moved to approve Special Called Meeting dated March 25,
 65 2020, with changes, seconded by Councilman Allen and motion carried as
 66 follows: (All Voted Yes).
 67

68 Packet Page, Line 57 - s/b "...have seen, their..."
 69 Packet Page, Line 139 - s/b "...citizens..." not "...citizen
 70

71 F. Special Called Meeting held March 19, 2020.
 72

73 **ACTION:** Councilman Clay moved to approve Special Called Meeting dated March 19,
 74 2020, with changes, seconded by Councilman Allen and motion carried as
 75 follows: (All Voted Yes).
 76

77 Packet Page 46, Line 25 - s/b "...he..." not "...fhe..."
 78

79 G. Special Called Meeting held April 20, 2020.
 80

81 **ACTION:** Councilman Clay moved to approve Special Called Meeting dated April 20, 2020,
 82 with changes, seconded by Councilman Allen and motion carried as follows: (All
 83 Voted Yes).
 84

85 Packet Page 55, Line 175 - s/b "...I did..." not "...didn't..."
 86 Packet Page 57, Line 266 - s/b "...done that..." not "...done..."
 87 Packet Page, Line 273 - s/b "... of detriment..." not "...determent..."
 88

89 4. Proclamations, Resolutions, Plaques, And Announcements. None.
 90

91 5. Remarks Of Citizens.
 92

93 a. City Clerk Shavala Moore read Ms. Kathleen McQueen's comments into the record
94 related to the April 20, 2020 Administrative Hearing.

95
96 b. City Clerk Shavala Moore read Ms. Janelle McKenzie's comments into the record
97 related to helping with the Motel to Home Program.

98
99 6. Other Business.

100
101 A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
102 related software. NO ACTION TAKEN

103
104 Director of Power Hugh Richardson gave an update on the AMI System. On April 15,
105 2020, after we had our storm and power restoration, some of our meters left West
106 Fayetteville and went to Charlestown and Princeton. I have seen this happen before when
107 there was a power outage.

108
109 Director of Power Hugh Richardson further said on a report I ran today, our average daily
110 power demand compared to this April from last April, if you consider all of our customers,
111 our average hourly demand is 9 ½ percent lower. Block Data didn't change at all. If you
112 take them out of the formula, it is 17.1 percent down. I will send this to you in memo form,
113 before we have our budget meeting Monday night.

114
115 Councilman Clay said that is very good information Hugh on the reduced demand.

116
117 B. Discussion and update on recently adopted ordinances and resolutions. NO ACTION
118 TAKEN

119
120 There was no discussion on this item.

121
122 7. Public Hearings. None.

123
124 8. Bids, Change Order Requests And Contracts.

125
126 A. Consideration of and action on a request for approval to purchase ten (10) replacement
127 vehicles for the College Park Police Department Patrol Division.

128
129 Mayor Motley Broom said Chief Williford, you are recommending Akins Ford/Dodge
130 Chrysler, in the amount of \$398,724.00 which is State Contract Pricing; is that correct?

131
132 Police Chief Williford said yes, that's correct.

133
134 Councilman Clay asked Chief Williford, I hate to ask this question, but is there any way we
135 can afford not doing all of this now? And I know from the City Manager's standpoint, he is
136 trying to get as much done this year as possible so as not to cloud the budget for next year.
137 That is a lot of money. I know we have had a couple of cars that were damaged in the
138 alleged murderer chase. Is there any way that we can limp along with fewer than 10

139 vehicles? I just throw that out. The last thing I want to do is put our officers in danger, or
140 reduce our ability to respond. But if it is a case where, well, the vehicle looks a little bit
141 scruffy because it has a couple of dents here and there; is there any possibility to reduce
142 this?

143
144 Police Chief Ferman Williford said if you recall last budget cycle, Mayor & Council
145 approved 7 replacements and 3 additional vehicles. I think we can certainly cut those 3, if
146 necessary. We have about 4 vehicles that are totaled that we need to replace, and 2 others
147 with blown engines with over 150,000 miles on them.

148
149 Councilman Clay said so you are saying you need to replace 7 vehicles for sure.

150
151 Police Chief Ferman Williford said yes, sir.

152
153 Councilman Clay said the other 3 were to be take home vehicles.

154
155 Police Chief Ferman Williford said they were.

156
157 Councilman Clay said I'm just worrying these days about our financial situation.

158
159 Police Chief Ferman Williford said I am happy to cut that number down to 7.

160
161 Councilman Allen said that would be a good idea. If everything else gets back to normal,
162 which I doubt very seriously, then we could take another look at it, but that would help a lot.

163
164 Mayor Motley Broom asked, can we get a price on that, on the total of the 7 vehicles?

165
166 Police Chief Ferman Williford said the price is roughly under \$120,000.00.

167
168 Councilman Clay said \$40,000.00 a car.

169
170 City Manager Terrence Moore said the total savings is \$119,617.02. The total transaction
171 would be \$279,107.00.

172
173 Councilman Gay asked, are these vehicles SUV's?

174
175 Police Chief Ferman Williford said yes, they are.

176
177 Councilman Gay asked, how many cars will be left in inventory, after you scrap some of
178 them?

179
180 Police Chief Ferman Williford said we will have about 22 cars.

181
182 **ACTION:** Councilman Gay moved to approve a request from Police Chief Ferman Williford
183 to purchase seven (7) replacement vehicles for the College Park Police

184 Department Patrol Division at a cost of \$279,107.00, seconded by Councilman
185 Clay and motion carried. (All Voted Yes).

- 186
187 B. Consideration of and action on a request for approval of the acceptance of a Mini Pitch
188 Program Grant from the U.S. Soccer Foundation to build a Musco Mini Pitch System
189 over the current tennis court at Charles E. Phillips Park located on Herschel Road.
190 Ward 4.

191
192 Mayor Motley Broom said Interim Director of Recreation & Cultural Arts Michelle Johnson
193 recommended acceptance of the \$100,000.00 grant.

194
195 Councilman Allen said I had a couple of questions. Who will maintain the fields?

196
197 Interim Director of Recreation & Cultural Arts Michelle Johnson said it will be placed on
198 one side of the tennis courts. The maintenance is supposed to be very similar to what we
199 currently are doing for our tennis courts. This Mini Pitch would be a great opportunity with
200 the multi-use deal that we could utilize for some other adult activities. It would bring an
201 added activity to that park.

202
203 Councilman Allen asked, will that be like the one next to Oz in East Point, that small
204 soccer field there?

205
206 Interim Director of Recreation & Cultural Arts Michelle Johnson said I'm not familiar with
207 that. We would need to remove the fencing, and then they would bring in some fantastic
208 lighting. It seems like a good fit over there at Phillips Park with the soccer that started last
209 spring.

210
211 Councilman Clay said I had a lot of dialogue with you today. First off, I would like to
212 commend Councilman Gay. I expect you had a hand in somehow getting this in there. The
213 only question I have, and it may be more for Councilman Gay than for Michelle, but when I
214 went to support the idea of putting in the Hawks Court, I got a lot of concern from
215 Council because we were concerned about having basketball courts available throughout the
216 city because there was a general feeling that bad things can happen on a basketball court
217 with drugs and what have you, and people tended to hang out there. I was able to get the
218 support of the Council, and I convinced them that this is in a high traffic area. There are a
219 lot of things going on here, and we are going to have the Hawks coming back and forth from
220 downtown to the Arena. There are a lot of police cars that go by there because of the police
221 station, et cetera, et cetera.

222
223 Councilman Clay said having said that, I still got a lot of resistance from some of the
224 neighbors, and I still get concerns. We had to limit the participation to students that were
225 not more than 16 years old. We have had to lock the court gate, and Recreation has had to
226 have somebody available to go down and run people off the court when people have tried to
227 violate the age regulations.

228

229 Councilman Clay said so having said that, have you talked to your constituents? Are they
 230 good with it? And is there a reason why you think that using it for soccer will not run into
 231 the same issues that we have run into with the Hawks Court at Badgett Field?
 232

233 Councilman Gay said let me thank you, because it was Councilman Clay who sponsored the
 234 motion on the soccer program last year. So, that is what actually got us a formal soccer
 235 program. The second thing is that I was totally surprised that we had that many kids playing
 236 soccer. I didn't even realize that the youth soccer program was going to be that successful,
 237 so that is why I got so excited.
 238

239 Councilman Gay said but to answer your question, there is virtually no activity at that
 240 soccer field. The kids use the upper soccer field, and they literally wore out the sod. We
 241 need to put them on a more impervious surface like the tennis court. It may spur some other
 242 interest because you can see them playing from the road. We don't have a formal adult
 243 program, right Michelle?
 244

245 Interim Director of Recreation & Cultural Arts Michelle Johnson said correct. We talked
 246 about doing something with health for the women. The multi-use field needs a little more
 247 time for the grass to set before the fall, before we can use it. And Councilman Allen, you
 248 asked about the 12 Weeks, it is a program that we can run, they just want programming on
 249 it. Tennis and Pickleball are other options on the other side of the tennis court.
 250

251 Councilman Allen said it will be for smaller kids. It is good to see them out and running
 252 around.
 253

254 Mayor Motley Broom asked, any other questions?
 255

256 Councilman Clay said I'm good.
 257

258 There were no further comments made.
 259

260 **ACTION:** Councilman Gay moved to approve a request from Interim Director of Recreation
 261 & Cultural Arts Michelle Johnson to accept a Mini Pitch Program Grant from the
 262 U.S. Soccer Foundation to build a Musco Mini Pitch System over the current
 263 tennis court at Charles E. Phillips Park located on Herschel Road, seconded by
 264 Councilman Allen and motion carried. (All Voted Yes).
 265

266 C. Consideration of and action on a request for approval of the repair of the chiller in the
 267 Wayman & Bessie Brady Recreation Center located at 3571 Breningham Drive.
 268

269 Mayor Motley Broom said Daikin applied to do the work for \$48,879.77.
 270

271 Councilman Clay said Michelle and I have been going back and forth on this for the last
 272 couple of days. There is no reason that this should have happened. No good reason. So, we
 273 are spending \$50,000.00, roughly, for no good reason. Having said that, I had a question.

274 Michelle, you said the previous director had refused the necessary maintenance on it, but the
275 manufacturer said it was necessary; is that correct?

276
277 Interim Director of Recreation & Cultural Arts Michelle Johnson said I have been told that
278 back in 2015, there had not been a problem with the chiller without a filter system. That is
279 the information that has been passed to me, along with my research. I don't know if I
280 wouldn't have made the same decision too, if it was up and running and the water treatment
281 wasn't being used.

282
283 Councilman Clay said we all make bad calls. The system was installed by Daikin. It was
284 warranted by Daikin for a year.

285
286 Interim Director of Recreation & Cultural Arts Michelle Johnson said it was installed by
287 Legacy and start-up by Daikin.

288
289 Councilman Clay said Legacy installed it, Daikin manufactured it, and Daikin warranted it,
290 correct?

291
292 Interim Director of Recreation & Cultural Arts Michelle Johnson said correct. And they
293 started it up.

294
295 Councilman Clay said your information to me says that Legacy was told that we didn't want
296 the water treatment. Was it Legacy or Daikin that said that we did not want the filtration
297 system on it?

298
299 Interim Director of Recreation & Cultural Arts Michelle Johnson said I'm unclear who told
300 who that they did not want the water treatment.

301
302 Councilman Clay said here is the thing. Winston, if Legacy is responsible for the
303 maintenance on it, and the manufacturer recommends a filtration system, and Legacy
304 installs it, why would they not come back and say, okay, it's fine if you don't want it, you
305 don't have to have it? I would think a responsible company would say, you guys really need
306 filtration on this system, and bad things will happen if you don't do it. So, why is no one
307 culpable that are supposed to be the experts on this?

308
309 City Attorney Winston Denmark said the City may have opted out, and we can do that. It
310 sounds like Michelle is still trying to piece together precisely what happened. But from the
311 sound of it, the previous director opted out, and the company rightly and reasonably said,
312 well, if you make the decision to opt out, then we can't force you to have a service that you
313 don't want. And they may have covered themselves in writing saying that you have opted
314 out of this at your own peril.

315
316 Councilman Clay said therein lies my question. Is there documentation that they warned us,
317 and that we, in writing, refused the service, or is this just casual conversation? Somebody
318 ought to be honoring some of these expenses.

319

320 City Attorney Winston Denmark said I'm not altogether satisfied that they had an
 321 affirmative obligation to have something in writing to memorialize our opt out. That would
 322 have been a good practice on their part, because when things go bad, the customer would
 323 raise the questions that you are raising as, why can't we make them responsible for their
 324 failure to advise us of all of the potential bad outcomes?
 325

326 Councilman Clay asked, how can they prove that we even opted out, if there is nothing in
 327 writing?
 328

329 Mayor Motley Broom said I don't want to get bogged down in this because, if we had paid
 330 for this filtration system and it wasn't there, I think that might be a larger issue. I don't
 331 think that there is any representation that we did not get something that we paid for. If you
 332 want Mr. Denmark to explore the options of seeing if there are any remedies for us, in
 333 regards to this system; that is one thing. But the issue before us right now is we have a
 334 system that is bogged down by sludge or other things, and it needs to be repaired.
 335

336 Councilman Clay said Mayor, there is another issue with it. We may have had sludge due to
 337 the lack of a filtration system, but when I looked at the Freon requirements on there, 1 of 2
 338 compressor circuits, they call them, is totally missing Freon. That tells me that there is a
 339 leak there. So, we are going to have to buy more Freon, which is not cheap, to fill that
 340 circuit. They will recover Freon from the circuit that did not leak. I would think that that
 341 ought to be under warranty, and I didn't see anything about that being covered by warranty
 342 either. That was a problem with installation, if there is a leak in the system.
 343

344 Interim Director of Recreation & Cultural Arts Michelle Johnson said the buildup caused the
 345 issues that caused the leak.
 346

347 Councilman Clay said I think you should talk to a refrigeration expert. I would be surprised
 348 that within a year, the sludge in the system was causing Freon to leak. I totally agree with
 349 the Mayor. I would like to see both of those aspects looked into; the warranty for the Freon,
 350 and whether we actually did, in writing, opt out of having that installed. And I agree that it
 351 makes more sense to refurbish this system, as long as the compressor is not damaged on the
 352 system that leaked the Freon.
 353

354 Interim Director of Recreation & Cultural Arts Michelle Johnson said there will be 2 new
 355 compressors, and Daikin will warranty it until February of 2022 (ph).
 356

357 **ACTION:** Councilman Clay moved to approve a request from Interim Director of Recreation
 358 and Cultural Arts Michelle Johnson for the repair of the chiller at a cost of
 359 \$50,000.00 in the Wayman & Bessie Brady Recreation Center located at 3571
 360 Breningham Drive, with the proviso that legal looks into the issue of
 361 documentation of opted out, whether the City should receive any reimbursement,
 362 and for the City to not pay for Freon that we shouldn't be paying for, seconded by
 363 Councilman Gay and motion carried. (All Voted Yes).
 364

365 9. Unfinished (Old) Business.

366 A. Discussion on filling the vacancy of the College Park Business and Industrial
367 Development Authority At-Large Board Member.

368
369 Mayor Motley Broom said I think we may need to defer this discussion until the next
370 meeting. There was at least 1 application that we need to discuss in terms of timeliness.

371 Councilman Clay said there was another application that I know of that was submitted prior
372 to the initial deadline being set. And for some reason, it wasn't included in the packet
373 either.

374
375 **ACTION:** Councilman Allen moved to defer until the May 18, 2020 meeting, the request
376 from Director of Economic Development Artie Jones, III, on the discussion on
377 filling the vacancy of the College Park Business and Industrial Development
378 Authority At-Large Board Member, seconded by Councilman Clay and motion
379 carried. (All Voted Yes).

380
381 10. New Business.

382
383 A. Consideration of and action on a request for re-adoption of the College Park Transit-
384 Oriented Development (TOD) Plan of 2012 and the updated 2020 TOD Plan.

385
386 Director of Economic Development Artie Jones gave an update on the re-adoption of the
387 College Park Oriented Development Plan (TOD). Any questions?

388
389 Councilman Clay said I have given Artie some minor changes. The headcount at the last
390 Census was wrong. There was a statement about the number of building permits that had
391 been issued over the last several years. And it needs to be clarified that those aren't building
392 permits in general, they are new start building permits. And I think he has already worked
393 that into the text. I am in support of this program. It will revitalize the downtown area. I
394 think it will help get affordable housing for more of our city employees and people that
395 work in the area. I think it is a good thing all around.

396
397 Councilman Clay said the other development that is going on at the Methodist Church helps
398 bring in some artistic influence into the downtown area. I see this as a win/win all around
399 for everyone, and I totally support it. I was involved in the TOD when it was originally
400 done several years ago, and I think it meets the spirit of the original TOD, so I'm totally in
401 favor.

402
403 Councilman Allen said I don't have any problems. I sent cleanup issues to Artie, but I'm
404 fine with it, too, exactly like it is.

405
406 Councilman Taylor said I agree. I don't have a problem with the project.

407
408 Councilman Gay said I'm okay with the project.

409
410 Mayor Motley Broom said on page 24 of 30, there were no multifamily permits issued from
411 2008 to 2019. What about The Pad? It is Table 12.

412 Director of Economic Development Artie Jones said there are 109 multifamily units, The
 413 Pad on Harvard. The information within this table was information that was submitted from
 414 the various departments from the City of College Park, but that definitely needs to be
 415 updated. I believe construction started in 2015.

416
 417 Councilman Clay asked, do we need to bring the document back for another review? I don't
 418 think so. I think the changes are pretty obvious.

419
 420 Councilman Allen agreed.

421
 422 Councilman Gay asked, was it in the zoning that anything in the zoning is tax abated? Is
 423 that in the document, or do we put that in another document?

424
 425 Director of Economic Development Artie Jones said this is for city-owned property. If we
 426 built the property, we control if there is any tax abatement. With this low-income housing
 427 tax credit, they are not allowed to have tax abatements. They have to own the project
 428 outright for a minimum of 15 years. And after the 15 years, they have to be reinstated to
 429 continue to have those low-income tax credits to come to them. And if they do not, they
 430 then would owe that money back to the State.

431
 432 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
 433 Development Artie Jones, III, with changes, for re-adoption of the College Park
 434 Transit-Oriented Development (TOD) Plan of 2012 and the updated 2020 TOD
 435 Plan, seconded by Councilman Allen and motion carried. (All Voted Yes).

436
 437 B. Consideration of and action on an Ordinance requiring multifamily apartment complex
 438 owners to register for a "Rental Permit" and other relevant changes.

439
 440 City Manager Terrence Moore said I would like to give Winston Denmark the opportunity
 441 to speak on this. It is based on direction having been offered by the group of you weeks
 442 back to incorporate a residential permit registration process.

443
 444 City Attorney Winston Denmark said we have drafted this ordinance that will essentially
 445 require registration for apartment complex owners. It is to be read in tandem with the
 446 existing provisions that are in our International Property Maintenance Code, and in other
 447 areas of the Code. It will require the registration for the vendors and the repairmen who are
 448 working on various units at the apartment complex. And it would also try to accomplish the
 449 ends of registration permits and other functionalities.

450
 451 City Attorney Winston Denmark said I received some comments from Councilman Clay,
 452 and I believe we have addressed those in the redline version that we sent out to City
 453 Manager and Councilman Clay. So, if those have not been addressed, we can address them.

454
 455 Councilman Clay said the concern I had was that we are referring to registering individual
 456 units, as opposed to the complex, which would have been very paper intensive. And I
 457 addressed that. The one question I don't think that I saw in this was, how do you address the

458 issue we had with group homes? On packet page 396, does this in any way cause a
459 problem? Does it cause any conflict that would undercut that ordinance?
460

461 City Attorney Winston Denmark said no, sir. We tried to say that everything we have done
462 here is to supplement what we already have. When it comes to group homes, we are not
463 trying to change, or lift, or revise obligation that would fall on these multifamily dwellings.
464 I thought we had gone back and redlined that. If you are not satisfied that on its face as it
465 exists right now, in the draft that is in front of you, that we are not changing the regulations
466 on group homes, then we should add the language to manage it more clear than it is now.
467

468 Councilman Clay said I would feel a little more comfortable about that. I know we have
469 illegal group homes in my ward for a fact. We need to address that at some point. So,
470 anything that would weaken that is not the direction I would want to go in.
471

472 City Attorney Winston Denmark said subject to that provision, I think we can just add some
473 language that will make it perfectly and abundantly clear that that is not what this ordinance
474 does.
475

476 Councilman Clay said I leave it to the Council whether they have other changes, or want to
477 bring it back.
478

479 Councilman Allen asked, on line 267, it says this is not a natural person (reading).
480

481 City Attorney Winston Denmark said a natural person would be a live human being,
482 whereas an artificial person would be a corporation.
483

484 Mayor Motley Broom said because this is going to be an ordinance, I would feel
485 comfortable approving it as exactly written, with the changes, and bring it back on May
486 18, 2020.
487

488 Councilman Clay said that's a good idea.
489

490 Councilman Gay asked, are we allowed to make a motion contingent on those changes, and
491 approve it on May 18, 2020?
492

493 Mayor Motley Broom asked, why would we do that? If we task Mr. Denmark with those
494 changes, and if the changes are as simple as he says, it would make sense that perhaps we
495 get them before we get the agenda packet to make sure that everyone is on board, so all we
496 have to do is approve it on May 18, 2020.
497

498 Councilman Gay said that's fine. In the ordinance that you drafted, are we able to charge
499 for these permits?
500

501 City Attorney Winston Denmark said yes, sir.
502

503 Councilman Gay said fair enough.

504 Councilman Gay asked, can someone explain to me what we are doing about the group
505 homes? What does this motion do to the group homes?
506

507 Councilman Clay said we have a requirement in the city of a certain distance between
508 group homes so that we would not have a grouping of group homes in one area. I was just
509 concerned that somehow this regulation, by lumping them in with multifamily, in general,
510 would somehow put them into a class where we could not regulate them separately.
511

512 Councilman Gay said I thought group homes were prohibited.
513

514 Councilman Clay said they are not prohibited, they are limited.
515

516 Councilman Gay said we have numerous group homes in Ward 4 in the apartments. Does
517 this make those apartment owners subject to this ordinance, or not subject to the revised
518 ordinance?
519

520 City Attorney Winston Denmark said the definition of multifamily might include group
521 homes. Nothing that we are doing here would change the obligation or the limitations that
522 we impose on group homes. So, we need to make that perfectly clear.
523

524 **ACTION:** Councilman Clay moved to defer to May 18, 2020 meeting, the request from City
525 Manager Terrence R. Moore on an Ordinance requiring multi-family apartment
526 complex owners to register for a "Rental Permit", with changes from the City
527 Attorney and other relevant changes, seconded by Councilman Gay and motion
528 carried. (All Voted Yes).
529

530 11. City Attorney's Report. None.
531

532 12. City Manager's Report.
533

534 City Manager Terrence Moore said after these dialogues, I have an additional item.
535

536 Mayor Motley Broom said absolutely.
537

538 A. Discussion and update on top ten delinquent property taxpayers. NO ACTION
539 TAKEN.
540

541 There was no discussion on the top ten delinquent property taxpayers.
542

543 B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION
544 TAKEN.
545

546 Councilman Gay said I had a call today about someone not able to pay for their mom's
547 utility bill from out of town on the website. And I want to know when that will be available.
548 Is the site down?
549

550 Director of Finance & Accounting Althea Philord-Bradley said it should be up, but you can
551 forward me that information, and I will have staff to reach out to them tomorrow.

552
553 Councilman Gay said I will.

554
555 Mayor Motley Broom said our arrears on the utility portion are north of \$100,000.00 at this
556 point for the 0 to 30 days.

557
558 Director of Finance & Accounting Althea Philord-Bradley said it is about \$700,000.00.

559
560 Councilman Allen said we are going to have to start collecting some of this money.

561
562 Mayor Motley Broom asked, are there any other questions on utility or property tax?

563
564 Councilman Clay said none.

565
566 C. Discussion on easing back into City Hall and Parks.

567
568 City Manager Terrence Moore said I have an additional item. I would like to discuss
569 thoughts relative to reopening Municipal Operations at City Hall and the Parks. Because of
570 the May 13, 2020 expiration of the aforementioned executive order, we would then proceed
571 with reopening in stages, if you will, of normal operations at the College Park City Hall
572 Thursday May 14, 2020. That is a direction I continue to support, along with the same 4
573 municipal parks, with some provisos summarized to you all in an email in writing.

574
575 City Manager Terrence Moore said I did have an opportunity to consult with the City
576 Medical Director Dr. Robinson. He offered recommendations specific to Mayor Motley
577 Broom, and then a follow-up direction to make arrangements with me as well. The general
578 direction is to reopen May 14, 2020 with the following 8 provisos:

- 579
- 580 1. Maintain a safe distance of 6 feet.
 - 581 2. May 14 - May 29 – appointment basis only.
 - 582 3. To routinely clean and sanitize workstations and countertops.
 - 583 4. Employees who deal with customers one-on-one to wear a mask.
 - 584 5. Not to use gloves – false sense of protection.
 - 585 6. Not necessary to conduct temperature checks.
 - 586 7. Provide an environment where employees can call out sick and stay home
587 if sick.
 - 588 8. Washing of hands properly.

589
590 City Manager Terrence Moore said I would like to have City Administration proceed as
591 outlined.

592
593 Mayor Motley Broom said all this is dependent on the data trending in the right direction.

594
595 City Manager Terrence Moore said yes, ma'am.

596 Councilman Clay said I disagree with the comment about not taking the temperature. You
597 can be contagious and not have a temperature. If someone comes to work with a
598 temperature, they probably could be contagious. If someone has no symptoms of Covid-19
599 and comes into City Hall, you risk others. If someone has the flu, you risk others. So, why
600 would we not want to take temperatures?
601

602 City Manager Terrence Moore said again, based on the discussions and recommendations
603 from Medical Director Dr. Robinson, that is a recommendation he offered that he did not
604 think temperature checks should be required, as a result of many patients of Covid-19 do not
605 have a fever. That is written commentary and backed up orally.
606

607 Councilman Clay said as far as the parks go, we had this discussion. If we are going to open
608 the parks with limited access, they are going to have to have somebody there to enforce it.
609 And in the past, it has taken us literally weeks to get park rangers. We need park rangers
610 there most of the time to enforce the regulations.
611

612 City Manager Terrence Moore said yes, sir.
613

614 Councilman Clay asked, where are we with the park rangers?
615

616 City Manager Terrence Moore said plans are being made to have park rangers to begin work
617 on May 11, 2020.
618

619 Councilman Clay said I happen to be in the at-risk population that is required under the state
620 ordinance to shelter in place. So, I will be happy to resume appointments, but I will do it
621 from Zoom. But the temperature thing makes no sense to me.
622

623 Mayor Motley Broom said Dr. Robinson is a professional. I want to do everything that we
624 can to make sure that we are being safe as possible, as we do a very controlled return to
625 whatever our new normal is. When I reached out to Dr. Robinson, he was very thoughtful
626 about it. We still have some time before this would be enacted anyway. If you want to,
627 reach out to him and get more information on where he stands.
628

629 Councilman Clay said I'd like to do that. You have to increase the risk by not taking
630 temperatures to some degree. And what effort is it to take temperatures? That is where I
631 am.
632

633 Councilman Gay said the use of the Phillips Park, it is not so much the people who bring
634 their kids and walk, it is those groups that come in there with their cars and use those
635 pavilions.
636

637 City Manager Terrence Moore said those are not to be open during this process, sir.
638

639 Councilman Gay said if we control the way back to Phillips Park, we can block off the
640 parking. It cuts down on a lot of large groups.
641

642 Councilman Clay said that's not a bad idea. I'd say the same thing for all the parks.
643

644 Councilman Allen asked, are we going to be adding more cleaning people, or what are we
645 going to do?
646

647 City Manager Terrence Moore said we are bringing in custodial staff from the GICC to
648 assist us with the elevated level of cleaning and sanitation. There will be no organized
649 sports in the parks as well.
650

651 Councilman Taylor said opening back City Hall, I think that may work. We need those
652 temperatures taken. I don't understand why Dr. Robinson would say that. We should keep
653 the parks closed. I agree with opening up City Hall in phases, but no parks.
654

655 City Manager Terrence Moore said I would like for Fire Chief to issue a dialogue with Dr.
656 Robinson, and I will get with you soon after.
657

658 Fire Chief Wade Elmore said yes, sir.
659

660 Councilman Clay said I would like a contact information for Dr. Robinson.
661

662 Fire Chief Wade Elmore said I can email that to you.
663

664 City Manager Terrence Moore said I yield.
665

666 13. Report of Mayor and Council.
667

668 Councilman Allen – said thanks again to the people on the frontlines and the citizens for
669 adhering to the rules.
670

671 Councilman Allen said Wednesday is National Nurses Day. So, let's all remember the
672 nurses around here.
673

674 Councilman Allen said there will be a meeting tomorrow afternoon at 4:00 p.m. on Six
675 West. Everybody come and express your views. We want to keep pushing on the Census.
676

677 Councilman Allen said hats off to Woodward students for going out to their senior students
678 wherever they were. They put a sign in their yard and gave them a bag of goodies. And it
679 didn't matter if they were in Alpharetta or wherever. I thought that was really, really good
680 of Woodward.
681

682 Councilman Allen said I want to thank Judge Penny Brown and the Antioch Church for
683 giving away food at the church. They had a lot of cars lined up and gave away a lot of food.
684

685 Councilman Allen said everybody stay safe. We don't want to start this all over again. We
686 have to be careful.
687

688 Councilman Clay said amen.

689
690 Councilman Gay – said I try to honor everyone in my ward by attending their Going Home
691 or sending them a card. We lost Lonnie Kirk, a 30-year resident of our ward. He was one of
692 the founding board members of the DMO. He will be missed. He is survived by his wife.
693 We need to support her.

694
695 Councilman Gay said I want to thank Public Works/Buildings & Grounds. They have
696 planted flower beds. And each year it looks better and better. Jason has trained his staff to
697 do a great job. It is extremely professional, and I appreciate that.

698
699 Councilman Gay said I want to acknowledge City Manager during Covid-19. He has done
700 a remarkable job. I've noticed he is here all the time. He has all the checks and balances.
701 As Michael Jackson once said, you may not like me, but you are going to respect me. I want
702 to give Terrence kudos for that.

703
704 City Manager Terrence Moore said thank you, sir.

705
706 Councilman Gay said thank you to Pastor Nesbitt at Providence Baptist Church for a food
707 drive he and his congregation had that I was able to attend.

708
709 Councilman Gay said and finally, Dukes Weeks Warehouse on 29, I don't think they are in
710 compliance with the trucks turning out onto 29. I just wanted us to be mindful of the
711 concern that I am having. That's all I have.

712
713 Councilman Taylor – said on the hazardous pay, people have asked me that if they miss a
714 day, will they get paid? We have to have more clarity on how people are getting paid. I told
715 them that I'm not clear. But if a person missed 1 day out of the whole month, do they get
716 paid or not? We didn't set any guidelines that I can remember. We have to focus on that
717 also.

718
719 City Manager Terrence Moore said we have a written summary on how that works, so we
720 will proceed in that regard. I will include a written summary for you. If there is an
721 employee, for the record, who has a question about hazardous pay, my door is open. It has
722 always been open, but even more so during the current state of affairs.

723
724 Councilman Clay – said first off Terrence, where are we with the Service Line Warranty
725 Program?

726
727 City Manager Terrence Moore said at the National League of Cities, we provided leadership
728 from the National League of Cities, our information and our data. They have everything
729 they need from the City of College Park to proceed accordingly. We provided them the
730 contact information to advance that opportunity. We look forward to them getting back to
731 the place in which they can resume activities as normal.

732

733 Councilman Clay asked, could you possibly follow up with them? It would strike me that
734 that is a different part of the National League of Cities than the part that lobbies with the
735 government that addresses Bills and so forth. And I realize that some of them are out with
736 Covid-19.

737
738 City Manager Terrence Moore said yes, sir. City Clerk Shavala Moore will reach out to
739 them. She was very helpful in assembling the information to engage the Service Line
740 opportunities in our community.

741
742 City Clerk Shavala Moore said will do.

743
744 Councilman Clay said I received a request today from a resident out in The Links. They
745 have a tremendous community spirit out there. They try once a week to get together on their
746 front porches, and they will wave across the street and say hi to their neighbors, but they
747 don't get together in one spot. They would like to have a food truck come in and have
748 people order in advance and have them schedule the order, so they are not going to
749 congregate around the food truck. I know we have a prohibition on food trucks. And we
750 make exceptions with the Methodist Church. Does anybody have a problem with them
751 doing that kind of thing?

752
753 Councilman Allen said I think it is a good idea.

754
755 Mayor Motley Broom said our regulations prohibit it, but reach out to Renee. I don't have
756 an issue with it at all. I think it is great.

757
758 Councilman Clay said if it is against the ordinance, I don't think we can do it. It may have
759 to be delayed.

760
761 Councilman Gay said I think it is a great idea. You can check with Winston.

762
763 City Attorney Winston Denmark said I will have to look at that provision and let you know.

764
765 City Clerk Shavala Moore said for the food truck, anyone can ask that it come to their
766 house, but they would need a permit for that.

767
768 Councilman Clay said then that's the answer.

769
770 Councilman Clay said one last thing, we have delayed the review of the BIDA Appointment
771 until the next Council meeting. Are we still going to hold that the deadline for the
772 application is over with, or are we going to open it up again?

773
774 Mayor Motley Broom asked, can we continue this conversation later?

775
776 Councilman Clay said I think we have a good slate of candidates, if we can make a decision.

777

778 Councilman Gay said I'm only aware of one applicant who did not get his application in per
779 the second set of guidelines. That is my only issue with this.

780
781 Mayor Motley Broom said I'm hearing that there would not be a reopening. It would just be
782 to make sure that we have the complete list of the people who did apply, and make sure that
783 we make our decision from there.

784
785 Councilman Gay asked, are you saying that that person can't be included?

786
787 Councilman Clay said we are saying that they just missed the window and had already
788 applied and were trying to apply, that we are going to accept them, but not open up other
789 candidates.

790
791 Mayor Motley Broom said I am grateful for the community that we have.

792
793 14. Executive Session. None.

794
795 15. Approval of Executive Session Minutes.

796
797 Mayor Motley Broom said we will approve the Executive Session Minutes at the next
798 Executive Session Meeting.

799
800 Mayor Motley Broom declared the Regular Session adjourned at 9:21 p.m.

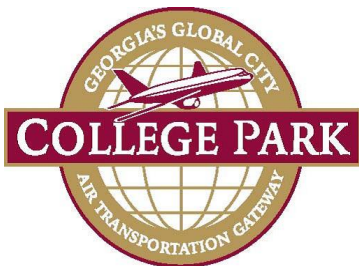
801
802
803
804
805
806
807
808
809

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

810
811
812
813
814
815
816
817
818
819 **ATTEST:**

820
821
822 _____
823 **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: 8108

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Workshop Session Minutes dated May 4, 2020

See attached Workshop Session Minutes dated May 4, 2020.

Thank you.

ATTACHMENTS:

- WSS050420 (DOC)

Review:

- Shavala Moore Completed 05/14/2020 2:19 PM
- Rosyline Robinson Completed 05/14/2020 2:48 PM
- Terrence R. Moore Completed 05/14/2020 2:53 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM

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

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
MAY 4, 2020

MINUTES

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

Absent: None.

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

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

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

The workshop session reconvened at 6:30 p.m.

1. Update Regarding Progress of the Motel to Home Program by United Way of Greater Atlanta Project Manager Robyn Williams.

Mayor Motley Broom said good evening. We are gathered here to start the Workshop Session, and we have a quorum. All 4 Council Members are present.

Ms. Robyn Williams, Project Manager for the Motel to Home Program by United Way, said we started the Hotel to Motel Project last year. We signed a Memorandum of Understanding (MOU) to house 16 to 18 families who are living in motels in the City of College Park and who were previously living in the City of College Park and were then going to be housed within the city. So, in August we housed 1 family. We experienced some challenges in finding families that fit the criteria who were previously housed in the City of College Park, and being able to find them units within the city limits.

Ms. Williams said since then, we were able to try to locate some more families and figure out a way to work around it. So, we have since housed 9 families. I sent in a report. Some of the families that are listed, their location is in question of being within the city limits. But under the MOU we did say we would try to place the majority of families within the city, so I think we have abided by that agreement.

Ms. Williams further stated that under the MOU parameters, we said we would front the initial \$20,000.00 and the City would put in an additional \$20,000.00. The total cost of those 9 families came up to \$12,950.00.

47 Mayor Motley Broom asked Ms. Williams, do you have anything else to add?

48

49 Ms. Williams said that is all. Merri Sheffield was a part of this as well.

50

51 Ms. Merri Sheffield said I am here to answer any questions that you have. The focus was
52 looking to find residents of College Park that had become homeless and get them back in
53 housing within the City of College Park. There were some obstacles that came along,
54 and I am happy to answer any questions. But overall, we had a meeting where it was
55 reviewed and determined at that time that the program would be discontinued because of
56 several issues. That was my last meeting that we had about it.

57

58 Councilman Clay said first for Robyn, I guess, when you say you had to go outside the
59 city limits of College Park, do you mean with regard to people who were in motels
60 outside of the City of College Park but had lived in College Park, and you were housing
61 them in College Park? Or, did you mean that these were people who were in hotels
62 within College Park, but you were not able to house them in College Park, et cetera, et
63 cetera? We never saw a report. All we got were financials on United Way, which is an
64 institution I have championed for years and feel that you guys do a great job, from when I
65 was in industry.

66

67 Ms. Williams said I don't have the physical files with me. The families did come from
68 hotels in College Park. What we had to adjust was whether or not they had previously
69 lived in College Park, children who were attending College Park schools, and people who
70 lived in the motels 3 to 6 months, and place them with apartment complexes that were
71 within the city.

72

73 Councilman Clay said you spent \$12,950.00. How is that broken down? You said
74 United Way paid all the expenses. It never got to College Park.

75

76 Ms. Williams said correct.

77

78 Councilman Clay said thank you so much for that. Can you tell us how it was broken
79 down?

80

81 Ms. Williams said yes. Within the program limits, we can extend a maximum of
82 \$2,000.00 per family. It is all going towards the families moving costs and their first
83 month's rent and security deposits.

84

85 Councilman Clay said there was nothing paid to the associated agency that was helping
86 with it.

87

88 Ms. Williams said yes, there was. She received \$4,000.00 admin cost out of the MOU,
89 plus the City of College Park's money.

90

91 Mayor Motley Broom asked, she received \$4,000.00 out of the \$12,950.00, or \$12,950.00
92 for the families and another \$4,000.00 for admin?

93 Ms. Williams said she was allotted 10 percent of the total funds. The total MOU was for
94 \$40,000.00, so \$4,000.00 comes out of that.

95

96 Councilman Clay asked, so we paid, and United Way paid that \$4,000.00 also?

97

98 Ms. Williams said yes.

99

100 Councilman Clay said so she got \$4,000.00 in addition to, so the total expenditure was
101 \$16,950.00.

102

103 Ms. Williams said for the program, yes.

104

105 Councilman Clay said she received \$4,000.00 for placing 10 families. Was she involved
106 in the placement of all those families?

107

108 Ms. Williams said yes. She did all of the outreach of finding the families and assisting
109 them with housing.

110

111 Councilman Clay asked, what role, if any, did IGNITE play in that?

112

113 Ms. Williams said IGNITE was referring families, to my understanding.

114

115 Councilman Clay said so IGNITE didn't get any funding out of that, only Rochelle that
116 was the agency person, right?

117

118 Ms. Williams said yes, sir.

119

120 Councilman Clay said and we don't know exactly how those responsibilities broke out
121 between IGNITE and Rochelle.

122

123 Ms. Williams said no. I don't have that in front of me.

124

125 Councilman Clay asked, is there a report that does have that information?

126

127 Ms. Williams said I can get with Rochelle and have her go through her files and get an
128 extensive report on that.

129

130 Councilman Clay asked, have you had any discussion with Jamelle McKenzie of
131 IGNITE?

132

133 Ms. Williams said yes, briefly, in the beginning.

134

135 Councilman Clay said I don't know how anybody else on Council feels, but I would like
136 to see a report of who did what, and so forth, in this process; that is, if we are going to
137 approve this again.

138

139 Mayor Motley Broom asked, is that the request, that we fund this again?
140
141 Ms. Williams said this is just an update.
142
143 Mayor Motley Broom said all right.
144
145 Councilman Clay said if we should decide in the future that we want to finance this
146 again, I would like to see a little more detailed information on this, particular in the areas
147 that I mentioned.
148
149 Ms. Williams said okay.
150
151 Councilman Allen said you said you got together with people in November and asked for
152 ways to find the people and so forth. Was IGNITE in that meeting as well?
153
154 Ms. Williams said no.
155
156 Mayor Motley Broom asked, any other questions?
157
158 Councilman Gay asked, how do you go about finding the apartments for them to move
159 in? What are the criteria?
160
161 Ms. Williams said we try to use the apartment complexes that we have established
162 relationship with. I know Rochelle goes out and does outreach as to what apartments
163 would be willing to help. A lot of families have barriers, as far as credit and evictions.
164
165 Councilman Gay asked, what happens if they can't pay the rent?
166
167 Ms. Williams said the families have to have income to sustain their rent past our
168 assistance.
169
170 Councilman Gay said okay.
171
172 Ms. Williams said we have followed up with some of the families since Covid-19, and
173 the majority of them are still in the apartments that we found for them. We were not able
174 to contact some families.
175
176 Councilman Allen asked, do you know how many families there were that you followed
177 up with?
178
179 Ms. Williams said 5 families responded out of 9.
180
181 Councilman Clay asked, do you take the fact that the ones that did not respond to be
182 indicative that they may not be reachable because they are not in the apartment anymore,
183 or they just did not respond?
184

185 Ms. Williams said numbers can change. And we had someone to follow up.
186
187 Councilman Clay asked, is it typical to pay the full amount of the admin fee upfront?
188
189 Ms. Williams said I would have to get with my boss. He would be more than welcome to
190 answer some questions regarding that nature. I'm not sure what is typical.
191
192 Councilman Clay said I would think that you would pay those on a monthly basis. That
193 is the way I would do it, if I were in business.
194
195 Mayor Motley Broom asked, any other questions?
196
197 There were no further comments made.
198
199 Mayor Motley Broom said thank you Ms. Williams.
200
201 Councilman Clay said and thanks to United Way for paying for the moving and housing
202 expenses for the families.
203
204 Ms. Sheffield said the only role IGNITE played was as a referral, and United Way took it
205 from there. It was very hard to find affordable apartment housing for the low to very low
206 income people that we were working with. We realized that we had to look at the
207 obstacles going forward in spending taxpayers' dollars.
208
209 Councilman Clay asked Ms. Sheffield, I understand the obstacles of finding people in
210 hotels that were formally from College Park. I happen to know of 1 person that is not
211 inside of the College Park area, but they were residents of College Park for many years.
212 And I am sure they would have loved to have gotten back into College Park in some kind
213 of a rental facility, and, of course, the rules didn't allow that, as I recall.
214
215 Ms. Sheffield said exactly. You all were being good stewards of the money, but that
216 stewardship did not have an opening for the reality of what our community is facing.
217
218 Mayor Motley Broom said I am getting some information that IGNITE went to the hotels
219 and recruited families as well.
220
221 Ms. Sheffield said that may be, but I only know that they went with Rochelle, but that is
222 something that they chose to do. And it was recommended from my understanding that
223 they were turned away at the door. Anything past that I'm unaware of. IGNITE was
224 only asked to be a referral.
225
226 Councilman Clay asked, when you say IGNITE was turned away at the door, what does
227 that mean?
228
229 Ms. Sheffield said when you have all kinds of activities going on in the hotels, the
230 managers did not want to just open people up to talk to the people. We knew they had

231 some illegal activities going on. One of the meetings had a friendly police presence. It
 232 was a challenging situation. Jamelle's function was merely to refer. The meeting in
 233 November 2019 was the conclusion of the program.

234
 235 Councilman Clay asked, so you actually moved 9 people before the close of the program
 236 in November 2019?

237
 238 Ms. Sheffield said no.

239
 240 Councilman Clay asked, how can that be the end of the program, if the people had not
 241 been moved yet? I don't understand.

242
 243 Ms. Williams said at the meeting in November, we spoke of the challenges and
 244 difficulties. Post that meeting, Rochelle continued to do some outreach to see if she
 245 could still find some families, and that is when the 9 families came. That was from
 246 November 2019 through February 2020.

247
 248 Councilman Clay said the program was over in February when the last person was
 249 placed.

250
 251 Ms. Sheffield said we just found out about that. I think it was great that they were able to
 252 help them; however, that is a separate function than what United Way did. We were
 253 unaware that that continued on.

254
 255 Councilman Clay said United Way had another program on the side, so to speak.

256
 257 Ms. Sheffield said none of it is bad.

258
 259 Mayor Motley Broom said I want to make sure that everybody has the information that
 260 they need.

261
 262 There were no further comments made.

263
 264 **2. Presentation by Metro Atlanta Urban Farms (MAUF) CEO Mr. Bobby L.**
 265 **Wilson on ongoing services and opportunities for the City to lend support to**
 266 **MAUF.**

267
 268 Mr. Bobby Wilson, CEO of MAUF, thanked City Manager for his leadership that he has
 269 provided for the city and MAUF for over 10 years on these 5 acres. A special thanks to
 270 Cornell University and the National Science Foundation. The GICC is working hard to
 271 bring a conference here in 2021. I want to thank Councilman Clay for making himself
 272 available to us in our Noise Project through Zoom calls from across the country.

273
 274 Mr. Wilson discussed the families MAUF has served during the pandemic.

275

276 Mr. Wilson discussed MAUF's budget. This year our budget will increase to over
277 \$400,000.00 due to Covid-19.

278

279 Mr. Wilson discussed the visit from the Chief of NRCS. We are addressing health issues
280 through eating healthy and changing lives.

281

282 Mr. Wilson discussed turning the downstairs area into a makeshift grocery store to
283 address the needs of the people in this great city of ours.

284

285 Mr. Wilson thanked Mayor & City Council that have been by and visited MAUF, and
286 referred families that are in need from their district. I request from Mayor & Council
287 approval for funding of MAUF in its entirety, so that MAUF can continue to buy services
288 to provide service to the community and help alleviate the burden that this pandemic has
289 brought to the citizens of College Park and to this great country of ours. I will address
290 any questions you may have for me tonight.

291

292 Councilman Clay said on packet page 52, the amount of the request is \$75,000.00. My
293 question to you is: The Part B where you are talking about waiving utilities, permit fees,
294 property tax, signage, and increase security, and so forth, are they in addition to the
295 \$75,000.00, or are you assuming that what you would like to get out of those items is
296 \$75,000.00?

297

298 Mr. Wilson said the \$75,000.00 is to meet our mortgage payment, our payroll, and our
299 fund to secure food from other farmers that are growing in the area. The Part B is In-kind
300 services that the City can provide to us at no cost to them.

301

302 Councilman Clay said permit fees are a source of revenue for the City right now. We are
303 going through a potential tremendous revenue shortage. We are having to rework the
304 budget a couple of times. So property tax reduction and all these items, most of the items
305 under Part B represent to the City either a loss of revenue or an additional cost. So from
306 my standpoint on the Council, it looks like we are talking about \$75,000.00, plus the
307 actual cost to the City in loss of revenue or in extra expenses to do whatever items in Part
308 B we would choose to do. This is more for the benefit of the Council, now that I know
309 you are looking for both of these items. That's all I had.

310

311 Mr. Wilson said we came to be in existence years ago. We have built a five star farm
312 right near the City of College Park, and we carried the name of College Park across this
313 great country of ours, and people talk about us wherever we go. I sent you an email
314 earlier today where we are a part of a showcase video. MAUF is playing a key role in
315 that showcase video.

316

317 Mr. Wilson further said I have been invited to participate in other activities from other
318 universities because of the work that we have been doing with Cornell University. One
319 of my major goals is for this facility to become an educational stem research center, and
320 the only way that this place can become an educational stem research center is to get the
321 support of this great city of ours.

322 Mr. Wilson said we have a Beta Club at Tri-Cities High School. We tried to get
323 McClarin involved in the Noise Program. Leadership makes a difference. These Tri-
324 Cities students presented to a group of judges a week and a half ago via Zoom, and the
325 crowd was so excited about the work they have put in. This is a chance to get our
326 students involved in science so that they can make a difference. We are getting ready to
327 shoot a commercial out here with those students from Tri-Cities High School.

328

329 Mr. Wilson said as this pandemic gets worse, the cost is going to go up. So, I am asking
330 the Council to support this program in its entirety.

331

332 Councilman Clay said I think you guys have done a fantastic job. And I have been
333 involved with the contact with Cornell, and the federal leadership has been impressed. I
334 just want Council to understand the magnitude of the request and taking it into
335 consideration with everything else we have got going on. There is no doubt that you
336 have done a fantastic job of putting College Park on the map in that farming community
337 and now in the collegiate community, so to speak.

338

339 Mr. Wilson said we have an opportunity to change a lot of students' lives. And these
340 students will have a chance to change the world. We continue to dream and dream big.
341 We did a road map for the farm in conjunction with the north project. The sky is the limit
342 for us. And we want the City to be a part of us reaching the moon.

343

344 Mayor Motley Broom asked City Manager, where would this money come from?

345

346 City Manager Terrence Moore said I would insist that we take a look at our abilities for
347 the current fiscal year as we close out 2019-2020 for applicable budget adjustment
348 considerations. As we close out, there may be some opportunities for savings to be
349 identified. But with the direction of City Council, I can work with Finance & Accounting
350 to ascertain what other amounts may be available to that effect. I do not believe
351 \$75,000.00 would be available off the top. However, if you all were to offer consensus to
352 enable me to come back with a specific recommendation as to what that can be, I would
353 be more than happy to take that task on.

354

355 Mayor Motley Broom said I am concerned as we look at the next fiscal year. I am
356 concerned that we are off a half a million dollars in hotel/motel revenue for March, and
357 that is just the tip of the iceberg. I would like to see a little bit more information, in terms
358 of breaking down of what each one of these proposals actually cost.

359

360 Councilman Clay said I would agree with that Mayor.

361

362 Councilman Allen said I would like to see that as well. I would like to see, if we are
363 taking the money away from somewhere else, where are we taking it away from?

364

365 City Manager Terrence Moore said of course. I will reemphasize that there will not be a
366 recommendation for 2020-2021. The budget adjustment process, Councilman Allen,
367 would accomplish what you have just outlined. So, if there is an interest to have Mr.

368 Wilson come back with a more definitive summary relative to the different line items of
369 what cost what, we can consider that, as well as my review of budget considerations to
370 enable that. We may can make that happen as early as the May 18, 2020 workshop
371 meeting.

372

373 Councilman Clay said we asked Bobby to go through and identify the various programs
374 he outlined under Part A, but the ones under Part B are waiving utilities, for example. I
375 would suggest that the City could come up with the cost of some of the items on Part B,
376 and work with Bobby on that, and we could have a total explanation for all of A and B.
377 The other things he identified, like providing food for our residents, is something that
378 sounds like it ought to be grantable. It might even be Covid-19 grantable, or there may
379 be some available money that we might pursue that could go under our auspices, or with
380 our encouragement, directly to the farm to help with some of that. And that would pay for
381 part of the \$75,000.00.

382

383 City Manager Terrence Moore said yes, sir.

384

385 Councilman Gay said Fulton County has a Covid-19 relief budget that some businesses
386 have been given monies. The Piccadilly was given \$225,000.00 to provide food for the
387 community. Maybe we could recommend Bobby to Fulton County for some programs
388 that he is asking for.

389

390 Councilman Clay said exactly.

391

392 Mayor Motley Broom said thank you Councilman Gay. We are trying to explore
393 opportunities to get direct Covid-19 related funding at the county and state level. We are
394 waiting to hear and keeping track of that as a city. I know that GMA has asked us to fill
395 out a survey by the end of the week. I don't want to be in the position of laying
396 somebody off because this money is coming out of the City's Budget.

397

398 Mr. Wilson said I talked with Commissioner Carn about the CARES Act, and he said had
399 he known we needed such, I probably could have gotten it, but that money is already
400 gone. The Police Department said that crime has gone down on this end of town because
401 of MAUF. The burglaries we had, I believe it was done in-house. Shortly after all the
402 stealing, those employees left.

403

404 Councilman Allen said on Part B, you said increase security on the north end of College
405 Park by repairing cameras.

406

407 Mr. Wilson said we had a truck stolen off the property, and I asked the Police Department
408 to look at the cameras, and I was told that the cameras were not operative.

409

410 Councilman Clay said you and I have asked, and you have already taken some actions to
411 help that. You can move the city camera on Vesta and Main, and that may be more
412 effective. You may can tie that into our city surveillance as well. It is not a significant
413 cost to the City, but of a significant benefit to the farm.

414 Mr. Wilson said we would welcome that opportunity. Since that time, we have added
415 cameras. We have about 8 cameras at the farm.

416
417 Chief Information Officer Michael Hicks said I will go down there with our CCTV guy
418 and take a look.

419
420 Councilman Clay said super.

421
422 City Manager Terrence Moore summarized the direction of Mayor & Council.

423
424 There was a consensus of Mayor & Council to receive a follow-up report for review and
425 consideration at the next workshop session meeting on May 18, 2020.

426
427 City Manager Terrence Moore said so again, there will not be any considerations.
428 However, if we can identify natural outcomes from the current fiscal year, we will make
429 that known, and we will offer a full report back. So Mr. Wilson, if I could ask you to
430 tweak your presentation to reflect responses to the questions and concerns having been
431 offered during this evening’s workshop presentation, so we can fashion another workshop
432 meeting presentation to include information that I will assemble for review and
433 consideration May 18, 2020. So, if you could join us for that 6:00 p.m. session. I think
434 that is the will of Mayor & Council.

435
436 Mr. Wilson said okay. So Terrence, you and I can have a conversation later.

437
438 City Manager Terrence Moore said I will offer my background to that effect, yes.
439 However, if you can fine-tune what that \$75,000.00 breakdown would consist of, in
440 terms of specific line items, that way City Council, as well as the Office of the City
441 Manager, can consider what level of contribution can be applicable and for what reasons.

442
443 Mr. Wilson said okay.

444
445 Mayor Motley Broom declared the Workshop Session adjourned at 6:58 p.m.

446
447
448
449
450
451
452
453
454
455
456
457
458
459

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

460 **ATTEST:**

461

462

463

464 _____
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: 8140

DATE: May 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Budget Session Minutes dated April 15, 2020

See attached Budget Session Minutes dated April 15, 2020.

Thank you.

ATTACHMENTS:

- Budget041520 (DOC)

Review:

- Shavala Moore Completed 05/13/2020 10:09 PM
- Rosylina Robinson Completed 05/14/2020 9:25 AM
- Terrence R. Moore Completed 05/14/2020 10:39 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

**CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
BUDGET SESSION #2
APRIL 15, 2020**

MINUTES

1
2
3
4
5
6
7
8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick
9 Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;
10 Director of Finance & Accounting Althea Philord-Bradley; City Clerk
11 Shavala Moore.

12
13 Staff: All Applicable Departments.

14
15 Absent: None.

16
17 City Manager Terrence Moore called the meeting to order at 6:30 p.m.

18
19 City Manager Terrence Moore said we have made some clarifications relative to the
20 phone expenses discussed at the last budget session on April 8, 2020. The cost
21 considerations in various department line items along those lines actually do include
22 expenses to replace the phone system of specific telephones. Most departments are
23 impacted by the General Fund. And the total General Fund expense to that effect comes
24 out to be \$36,471.04, and an additional \$3,791.58 for phone replacement activities. With
25 respect to austerity measures, the recommendation at this time is to delay those expenses,
26 whereby we will continue to utilize the existing telephone infrastructure for the time
27 being.

28
29 Councilman Clay said I have one question with regard to that. In one of the budgets
30 down the line, there was a cost for Windstream of about \$180.00, as I recall. And it was
31 for just one individual. So, I'm wondering, is there a Windstream charge of just under a
32 couple hundred dollars for everyone of nearly 500 individuals?

33
34 City Manager Terrence Moore said Michael Hicks, if you could chime in please.

35
36 Chief Information Officer Michael Hicks said the Windstream bill as a whole is divided
37 amongst all the departments. And those charges are based on how many individuals you
38 have in your department.

39
40 Councilman Clay asked, what is the total Windstream charge for the whole organization?

41
42 Chief Information Officer Michael Hicks said I can get that number for you here. Just a
43 second.

44
45 Director of Finance & Accounting Althea Philord-Bradley said it is \$14,800.00 a month.
46

47 Councilman Clay asked, so why did so much get put on one person, like purchasing?

48

49 Chief Information Officer Michael Hicks said the allocations are based on how many
50 people you have in your department. Out of that \$14,800.00 that is how much you pay.

51

52 Councilman Clay said I understand that, but this is only one person in a portion of one
53 department.

54

55 Chief Information Officer Michael Hicks said email me that specific question, and I will
56 research it for you tonight.

57

58 Councilman Clay said okay.

59

60 Councilman Allen asked, can you email that information to me too?

61

62 City Manager Terrence Moore said we will email all 5 of you.

63

64 **DEPARTMENT OF COMMUNICATIONS:**

65

66 Mayor Motley Broom said I understand the need for austerity, but I have some questions
67 about completely zeroing out any repair and maintenance of the equipment. No training
68 and no advertising. How do we rationalize that?

69

70 Director of Communications Gerald Walker said I actually did not want to do that, but
71 that was the guidance when we came around for round 2 of cuts. I was given a number of
72 about \$57,000.00, and I went to those specific areas to cut. I was left with about
73 \$5,000.00 to do whatever I had to do with technical hardware. I wanted to conform
74 myself to what the directive was from management, finance, as well as the City Manager.
75 I am ready, willing and able to make any changes, if someone believes that is the right
76 way to go.

77

78 City Manager Terrence Moore said that is the direction we have offered to every
79 department. There is an opportunity to engage in intradepartmental budget adjustments
80 to take a look at training considerations. As far as Training, Conventions and Meetings,
81 there was not a concrete specific development as of yet. My advice would be to give
82 Gerald the opportunity to work with the Office of the City Manager to come up with
83 some specifics, and from there we can make budget adjustments happen.

84

85 Councilman Clay said my experience from industry, I had some very large departments
86 under me and some very small departments. And generally, it was much more difficult
87 for a small department to cut their budget for the obvious reasons we have just explored
88 with Gerald. You may have some vacancies in a large department, and you say, maybe I
89 don't need them. In a small department where you only have a couple, or 3, or 6, or 7, it
90 is very difficult to make those adjustments.

91

92 Councilman Clay further said you just can't take a flat percentage, and I don't know how
93 you did it, but you just can't apply the same brush to everybody. And I would suggest
94 that that might be an area that we want to look at. I did notice that there were some other
95 departments that didn't cut their dues, for example. I think it is important that we
96 maintain our position in certain professional organizations, and I heard Gerald say he cut
97 those out. I think you need to take another look at that budget.

98
99 City Manager Terrence Moore said yes, sir. I will work closely with Gerald to make
100 those adjustments. In the event that we develop those adjustments within that
101 department, we can take a look at budget adjustments interdepartmentally as well.

102
103 Councilman Clay said on page 2 of 2 of the budget worksheet report, line 526170,
104 Contractual Services, we had an actual amount this year of \$28,000.00 that we have
105 spent. And if you just assume the rate of expenditures, you would add on, say, about
106 \$30,000.00. We have \$118,300.00 recommended.

107
108 Director of Communications Gerald Walker said in that account is what we expect to do
109 to lock down Phase:3 as a contractor next year. There is some equipment that I look to
110 purchase next year. The 12-year-old box needs to be replaced.

111
112 Mayor Motley Broom asked, do you have the money in here to get us running live on
113 TV-23 as the budget stands currently?

114
115 Director of Communications Gerald Walker said the answer is yes, but I think one of the
116 other issues that need to be considered is the advertising expense. I would love for you
117 all to give it a little more consideration. At the behest of those who said we need to make
118 some trimmings, I did that. I'm a little concerned that part of what Phase:3 have asked to
119 do is help us with advertising like with Georgia Trend Magazine. If we don't have
120 anything in the budget for advertising expense, then the next best thing I can think of is to
121 go straight to advertising on those 3 electronic billboards, which we have access to at
122 least 30 days per year; Lamar, Outfront, and Clear Channel.

123
124 Mayor Motley Broom said it does make me uncomfortable that especially as we move
125 forward with a number of projects that we have going on in the city that we have zero for
126 advertising. I agree with Councilman Clay that in a small department, those across the
127 board cuts are hard to make. I think we need to revisit that.

128
129 City Manager Terrence Moore said let's talk about a recommendation now. There is
130 some ability to make intradepartmental adjustments in deficiencies and operations.
131 Perhaps we can establish an initial advertising budget of a couple grand just to get started.
132 We will make some other contributions as we engage the fiscal year, once we develop a
133 full fledge program. Gerald, would that make sense as a start?

134
135 Director of Communications Gerald Walker said sure. Half a page on Georgia Trend
136 right now is forty-two fifty, maybe a little bit more. I would appreciate some
137 consideration for advertising definitely.

138 City Manager Terrence Moore said there is a \$30,000.00 budget recommendation for
139 joint marketing collaborating with the GICC abilities we have in that regard. So Gerald,
140 you have that opportunity to collaborate with them as well.

141
142 Mayor Motley Broom asked, how much is the GICC?

143
144 City Manager Terrence Moore said it is \$30,000.00 in a joint marketing budget.

145
146 Mayor Motley Broom asked, joint with the Arena, or?

147
148 City Manager Terrence Moore said no. It is GICC, Arena, and the City.

149
150 Mayor Motley Broom said here's my argument. As we come out of this current situation,
151 we will probably see ourselves in a recession. I understand that we have to cut back on
152 certain things. We have an Arena that a lot of people don't know about because it is
153 relatively new. And our reach thus far has been largely regional. I don't want to put
154 Mercedes in a position where she has to compromise even further getting the word out
155 about filling that space because I think we are going to be challenged enough. And if we
156 don't have sufficient resources to let people know about what we are doing, then we are
157 going to have fewer people that will come and take advantage of the resources that we
158 have. I understand that Gerald requested \$50,000.00. It looks like there has been
159 \$10,000.00 spent so far. I would say at least \$7,500.00.

160
161 Councilman Clay said I was going to suggest \$10,000.00.

162
163 Mayor Motley Broom said I was going to suggest \$10,000.00 as well.

164
165 Councilman Allen agreed.

166
167 Councilman Clay said coming back is going to be hard guys.

168
169 Mayor Motley Broom agreed.

170
171 Councilman Clay said we have to advertise that we are safe. It's going to be a gradual
172 come up. There is still going to be distancing and various things, and we had better make
173 clear that we are enforcing that in our restaurants, for example.

174
175 City Manager Terrence Moore said may I make a request that we leave it at \$10,000.00.

176
177 Councilman Clay said okay.

178
179 Mayor Motley Broom said okay.

180
181 Director of Communications Gerald Walker said thank you all for your consideration.

182
183 **GOLF:**

184 City Manager Terrence Moore said for the record, I would like to share that Michelle
185 Johnson is doing a yeoman's job leading the department, and my enthusiasm has become
186 quite contagious, and I really appreciate it.

187
188 Interim Director of Recreation & Cultural Arts Michelle Johnson said thank you.

189
190 Councilman Clay said on page 22, on line 381000, Other Rental Income, and it is going
191 from a current actual amount of \$1,104.14 up to \$33,000.00. What is going to be
192 responsible for all this other rental income?

193
194 Interim Director of Recreation & Cultural Arts Michelle Johnson said I am assuming they
195 are going to do some renting of the clubhouse. They are trying to get that as a rental to
196 go out for the clubhouse for the golf course.

197
198 Councilman Clay said I am very sensitive to revenue areas. And I think suddenly
199 ramping up in the first quarter of the fiscal year, I think we may be counting ourselves
200 rich. There is a similar area in the green fees, among other costs, where we have
201 \$64,000.00 as what we have accumulated so far, and it is going to jump up to nearly
202 \$130,000.00 projected for next year.

203
204 Interim Director of Recreation & Cultural Arts Michelle Johnson said Ed is extremely
205 excited. He is truly optimistic. We are going to have concession sales along with liquor
206 sales that are going to be superior for us for the golf course.

207
208 City Manager Terrence Moore said when we visited with Michelle over at the golf
209 course, the revenue forecasted for that exceeded what is being presented at this time. We
210 did a pretty good job at striking a balance. He had a revenue forecast 30, 40, 50 percent
211 higher.

212
213 Councilman Clay said developers are always optimistic too.

214
215 Councilman Allen said with what is going on you need to be prepared, if you do not get
216 that. I have some serious doubts that you get those numbers.

217
218 Interim Director of Recreation & Cultural Arts Michelle Johnson said our discussions
219 were prior to Covid-19.

220
221 Councilman Clay said to get back to the Mayor's point earlier, I don't know how well our
222 golf course has been advertised. If we are going to make this dramatic advance, even
223 without Covid-19, we are going to have to get the word out that things are different at the
224 College Park Golf Course. And look at all you can do there, and that's advertising.

225
226 Interim Director of Recreation & Cultural Arts Michelle Johnson said we will work our
227 way with that at the hotels.

228
229 Councilman Allen said the revenue for part-time salaries seems a little high.

230 Councilman Clay said you mean the expenses.
231
232 Councilman Allen said yes. Line 515030, it is \$28,000.00, but now we are looking at
233 \$64,800.00.
234
235 City Manager Terrence Moore said a number of positions were actually contracted, and
236 we made them part time.
237
238 Councilman Clay said on the next page, page 2 of 3, midway down the page, line 525780,
239 Grounds, the department head requested \$30,000.00, and it got set to zero. I don't
240 understand how we can set grounds to zero.
241
242 City Manager Terrence Moore said there is some activity underway right now. You will
243 recall the Brownfields Grant does include some opportunity to take care of the grounds
244 that way. So there isn't a need to budget in that regard. We are taking advantage of the
245 funding opportunity that way.
246
247 Councilman Clay said that's good news.
248
249 Mayor Motley Broom asked, how much is allocated in the Brownfields Grant?
250
251 City Manager Terrence Moore said a half a million dollars.
252
253 Mayor Motley Broom asked, how much could we expect to use from that grant for
254 grounds?
255
256 City Manager Terrence Moore said we could use slightly above \$100,000.00. We will
257 have to get you the specifics, but it is pretty significant.
258
259 Councilman Clay said that's all I have.
260
261 Mayor Motley Broom said we are also zeroing out on line 525746, R&M.
262
263 Interim Director of Recreation & Cultural Arts Michelle Johnson said we talked about
264 reevaluating halfway in the middle of the year based on revenues of what we would need
265 to upkeep or change. It is a fairly old facility. We are doing renovations currently now.
266 Hopefully, we will be done this week.
267
268 Councilman Clay said it sounds like with the work you are doing now, you are not in too
269 bad a shape going into the next fiscal year.
270
271 Interim Director of Recreation & Cultural Arts Michelle Johnson said right.
272
273 City Manager Terrence Moore asked, are there any other questions concerning the Golf
274 Course, Recreation & Cultural Arts?
275

276 Councilman Allen said you might have to transfer more money in than you think.

277

278 City Manager Terrence Moore said we will have to address that as we go along.

279

280 Councilman Allen said good job Michelle.

281

282 Interim Director of Recreation & Cultural Arts Michelle Johnson said thank you.

283

284 **RECREATION ADMINISTRATION:**

285

286 City Manager Terrence Moore said there are 2 positions in this budget. The Assistant
287 Director position that was initiated is one of the outcomes of the hiring freeze, so there
288 will not be any direction to fill that vacancy immediately. When we get back to full
289 revenue outcomes and no longer need to engage in austerity measures, we will get back
290 to that place. For now, Michelle is the principal.

291

292 Councilman Clay said the budget has been reduced by that amount.

293

294 City Manager Terrence Moore said yes, sir, it will.

295

296 City Manager Terrence Moore said if you will look at Salary Operating, it references
297 \$173,986.00, which includes the Assistant Director position. But we will be reducing
298 that amount by the salary of the Assistant Director position, line 515010, correct?

299

300 Director of Finance & Accounting Althea Philord-Bradley said that department only
301 includes the Admin Assistant. There is no budget for the Assistant Director.

302

303 City Manager Terrence Moore said you all have the right number.

304

305 Director of Finance & Accounting Althea Philord-Bradley said there are 4 park rangers
306 budgeted in that department.

307

308 Councilman Clay said on page 2 of the budget worksheet, page 39 of the document, line
309 item 526193, City-Wide Events, and that has been set to zero. What are we cutting out?
310 Does that mean no Christmas Parade, for example?

311

312 Interim Director of Recreation & Cultural Arts Michelle Johnson said we do have some
313 of those items in our regular programming. It was \$4,000.00, and it was zero actually
314 spent. I think they were originally going to put them back in admin, but they are in our
315 programming.

316

317 Mayor Motley Broom said I recognize that we have to make cuts. I am concerned that
318 we are not spending anything on training our employees.

319

320 Councilman Clay said that's a general problem.

321

322 Mayor Motley Broom said I recognize that the GMA Conference was just cancelled for
323 this summer, but they are going to be doing an on-line component. Until the end of the
324 year, we are going to be looking at opportunities for people to receive training in different
325 ways, and probably less expensive ways than going places in person. I want people to be
326 able to take those opportunities. Zeroing them out is concerning to me.

327

328 Interim Director of Recreation & Cultural Arts Michelle Johnson said GRPA stopped
329 registration, so with a lot of these trainings, we are not sure if they are even going to
330 happen. This is only one person in admin, so it is not necessarily the staff.

331

332 Mayor Motley Broom said I will push back a little bit Michelle because your duties have
333 changed.

334

335 Interim Director of Recreation & Cultural Arts Michelle Johnson said the Washington
336 D.C. Conference is only hosted for the summer, and it is delayed. I don't think those
337 opportunities will be there.

338

339 Mayor Motley Broom said I want to be in a position to support you and anyone else who
340 wants to be the best in their positions.

341

342 Interim Director of Recreation & Cultural Arts Michelle Johnson said I am very
343 interested in some of that training.

344

345 Councilman Clay said I have always been very big on training. And a lot of times it
346 hasn't been taken advantage of because of the workload. I am in agreement with the
347 Mayor that we need to do something. GMA is providing a virtual meeting, and I think it
348 is going to be free, and they are returning all the charges we paid in registration.

349

350 Councilman Allen said I totally agree.

351

352 Mayor Motley Broom said we will emerge ready and prepared from the downturn.

353

354 Councilman Clay said to the extent that we have employees at home that are working
355 from home but maybe they have some flexibility and have more time than before, we
356 should be encouraging the directors to see what areas they can use to our advantage to be
357 training during this period of sequestration.

358

359 Mayor Motley Broom said that's a good idea. I assume the materials and supplies are
360 getting transferred elsewhere.

361

362 Interim Director of Recreation & Cultural Arts Michelle Johnson said if we have to, we
363 will order through the other accounts.

364

365 City Manager Terrence Moore asked, are there any other questions?

366

367 There were no further comments made.

368 **PROGRAMS:**

369

370 Councilman Clay said on line 525730, page 1 of 3, we spent \$10,000.00. this year on
371 R&M of vehicles. And department head requested \$4,000.00, and we only have
372 \$1,000.00 in there. How can we not repair vehicles that breakdown?

373

374 Interim Director of Recreation & Cultural Arts Michelle Johnson said our vehicle fleet is
375 getting older. We are going to push as far as we possibly can. It is time to replace a few
376 of the vehicles too. I'm hoping nothing breaks down.

377

378 Mayor Motley Broom said \$1,000.00 is barely enough to get an oil change. I don't think
379 it makes sense to make cuts where we know we cannot honor them. We have to be
380 realistic about this.

381

382 City Manager Terrence Moore said working with Moody's, we are able to determine
383 what estimated expenses are to maintain specific vehicles regarding a specific fleet. In
384 some areas it is pretty inexpensive and others more expensive. So, based on the analysis
385 and our discussions, those are the outcomes in terms of recommendations.

386

387 Interim Director of Recreation & Cultural Arts Michelle Johnson said the amount that
388 was cut was based on the amount that we needed to cut. We tried to meet a number.

389

390 City Manager Terrence Moore said I think there was a new vehicle consideration.

391

392 Interim Director of Recreation & Cultural Arts Michelle Johnson said correct.

393

394 Mayor Motley Broom said the repair and maintenance that we have will cost us more
395 than \$1,000.00.

396

397 City Manager Terrence Moore said maybe we are looking at another intradepartmental
398 budget adjustment.

399

400 Mayor Motley Broom said let me be clear. I do not believe this number for one second
401 that it is going to be \$1,000.00. We might as well be honest about what it is going to cost
402 so we don't have to go back and make the adjustment. What is Moody's saying about
403 these particular vehicles?

404

405 Councilman Clay said it's foolish. It's ineffective to put in a budget that isn't going to
406 happen. You could say, okay, we have 5 vehicles, so we are going to mothball 1 vehicle
407 or 2 vehicles, or what have you. Now we are going to look at how we can support the
408 programs we have with 2 vehicles that we can afford to maintain. That is the way the
409 realism has to be injected into the budget. Just like to budget for revenue that the
410 probability of getting it is extremely slight, is not an acceptable way to budget.

411

412 City Manager Terrence Moore said I have never operated that way in my life, nor have I
413 at this time. If there is an interest in making an adjustment, that's fine. But there is no

414 basis to suggest that that is the way we operate. This is one budget that is a moving target
415 to that effect.

416

417 Mayor Motley Broom said I need to know what Moody's says it is going to cost to do
418 R&M of these vehicles for the next fiscal year.

419

420 Interim Director of Recreation & Cultural Arts Michelle Johnson said there is \$21,000.00
421 in depreciation equipment. There is money there to spend, if there is a vehicle cost.

422

423 Councilman Clay said I would rather see the depreciation account reflect accurately, or
424 cut it back, or whatever.

425

426 Director of Finance & Accounting Althea Philord-Bradley said that is not a depreciation
427 account.

428

429 Councilman Clay said if you have an account that you are using as a contingency
430 account, call it a contingency account. I don't have a problem with that. I don't have a
431 problem with cutting accounts to the bone. Somewhere you need to have some money
432 that you just don't assume, well, I'm going to borrow from here or over there.

433

434 Director of Finance & Accounting Althea Philord-Bradley said that \$21,000.00 is
435 accounted for.

436

437 Interim Director of Recreation & Cultural Arts Michelle Johnson said you are correct.

438

439 Councilman Clay said okay.

440

441 Mayor Motley Broom asked, what about line item 525700?

442

443 Interim Director of Recreation & Cultural Arts Michelle Johnson said it was \$5,846.54
444 for 2019.

445

446 Councilman Clay said we've talked about the ability for Moody's to enter in data on a
447 specific vehicle basis. And in some conversations in one of the meetings a month ago, I
448 think was, well, we didn't have a necessary record per vehicle of what maintenance has
449 been done and the cost for that particular vehicle. And I couldn't believe that we didn't
450 have that. My condolences again. I'm glad to see you back. Do we have data on a per
451 vehicle basis that we can say this work has been done, and we are changing the oil every
452 2 weeks?

453

454 Purchasing/Fleet Administrator Willis Moody said right now there are 305 various
455 reports that can come from Square Rigger. It will be a matter of identifying which
456 reports we can access to pull the different information that you are trying to obtain as far
457 as vehicle history. Right now we are having some technical issues with the system. I
458 have not been able to get in and look at these various reports. There are roughly 97
459 vehicles that were purchased between 1989 and 2009. The fleet from 2010 till now, we

460 have about 103. The system is not user friendly. One day I will need to go down and
461 watch them go through the vehicle from start to finish to make sure it is being captured
462 into Square Rigger.

463

464 Councilman Clay said I want to know by specific vehicle what maintenance has been
465 performed on it and how much it cost so we can do an economic tradeoff whether it
466 makes sense to keep the vehicle. That is going to be extremely critical right now. I
467 strongly urge us to look into this. Fleet management is going to be extremely important
468 over the next several years.

469

470 City Manager Terrence Moore said Althea, we just clarified a \$21,000.00 note, correct?

471

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

473

474 City Manager Terrence Moore said we can make an adjustment on the R&M bill based
475 on that capability. So, let's come up with a number tonight based on the concerns so we
476 can continue to move forward.

477

478 Director of Finance & Accounting Althea Philord-Bradley said we can add an additional
479 \$5,000.00. That will put us in line of where we were the past fiscal year.

480

481 Councilman Clay said I'm good.

482

483 Mayor Motley Broom said I'm good with that. It is data, it's not comfort.

484

485 Councilman Allen asked, what is the shared personnel cost, line 515041?

486

487 Interim Director of Recreation & Cultural Arts Michelle Johnson said that would be HR.

488

489 Director of Finance & Accounting Althea Philord-Bradley said normally, shared
490 personnel means if you are sharing an employee from another department.

491

492 Interim Director of Recreation & Cultural Arts Michelle Johnson said I think we have
493 some park rangers that work at the GICC.

494

495 **FACILITIES:**

496

497 Councilman Clay said on packet page 77, Heat & Power, it went up 120 percent. Some
498 of these Michelle I wouldn't have sent to you. I think it is an allocation issue. Why
499 would Heat & Power suddenly go up? We have spent \$251,000.00 right now.

500

501 Director of Finance & Accounting Althea Philord-Bradley said that is the true cost. It is
502 not an allocation. Kim, if you would like to chime in. It is basically where the meters are
503 read, and we calculate it on this basic charge. Am I correct Kim?

504

505 Customer Service Accountant Kymberli Johnson said yes.

506 Councilman Clay said so our actual usage right now is \$251,000.00 at the end of March.

507

508 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

509

510 Councilman Clay asked, why are we where we are with the number being \$220,000.00?

511

512 Director of Finance & Accounting Althea Philord-Bradley said the facilities aren't being
513 used at this moment, and we don't expect them to be used for the first quarter of the new
514 fiscal year.

515

516 Councilman Allen said on line 525746, it goes to zero.

517

518 Interim Director of Recreation & Cultural Arts Michelle Johnson said I don't know if that
519 is a mistake.

520

521 City Manager Terrence Moore said there were a number of large scale capital
522 improvements to be anticipated in that regard.

523

524 Mayor Motley Broom asked, what stage is the roof at now? What is the expected life of
525 it?

526

527 Interim Director of Recreation & Cultural Arts Michelle Johnson said it needs to be
528 replaced. They have been patching the roof. It is 10 years old.

529

530 Councilman Clay asked, what is the warranty?

531

532 City Manager Terrence Moore said probably 5 years.

533

534 Councilman Allen asked, can we check just to see?

535

536 Interim Director of Recreation & Cultural Arts Michelle Johnson said I will check on it.

537

538 Councilman Clay asked, on Workers' Compensation/Administration, I noticed
539 throughout different departments that it has gone up. Why has it gone up by 39 percent?

540

541 Director of Finance & Accounting Althea Philord-Bradley said that is an allocation based
542 on covered insurance across the board.

543

544 Councilman Clay asked, why has our insurance across the board gone up?

545

546 Director of Finance & Accounting Althea Philord-Bradley said I'm assuming it depends
547 on our Workers' Comp claims over the years. If there have been a lot of large claims, it
548 will increase our premium.

549

550 Councilman Clay asked, have we done an analysis of why our claims have gone up? Do
551 we need safety training? It could be that we are lax on safety. I don't think we are.

552 City Manager Terrence Moore said no, we are not.

553

554 Councilman Clay said on May 18, 2020 or June 1, 2020, our broker (Michael White) will
555 offer us information in the industry to that effect. So, throughout the budget you will see
556 slight increases.

557

558 Mayor Motley Broom asked, do we have the ability to bid this out to see if we can get
559 lower rates?

560

561 City Manager Terrence Moore said yes, ma'am.

562

563 Councilman Clay said on page 2 of 3, line 526070, our pool expenses are going up to
564 \$50,000.00 from \$34,000.00, a 47 percent increase. And Michelle, you seem to think it
565 may be even higher than that. What is going on with pool supplies?

566

567 Interim Director of Recreation & Cultural Arts Michelle Johnson said we are looking at
568 the splash pad. We are looking at June 1, 2020 to open the pools. We are preparing the
569 pools now.

570

571 **CDBG:**

572

573 There was no discussion on this budget item.

574

575 **POWER LINE:**

576

577 Director of Power Hugh Richardson said I sent you a memo of some of our revenues and
578 expenses.

579

580 Councilman Clay asked, can you walk through that?

581

582 Director of Power Hugh Richardson said yes. The power cost adjustment will start in
583 November. And in April it won't hit the customers as hard. We are not getting \$1.1
584 million from the city. The rest of the money was made up by cutting the capital
585 expenditures and the contingency amount. The Block Data Processing will continue an
586 average of 8 megawatts. It will jump to 1.4 cents starting in January. If they don't use
587 that much power, our commercial revenue will go down. MEAG's cost will go down
588 because they will sell excess on the market.

589

590 Councilman Clay said that is an assumption that they will sell excess on the market.

591

592 Director of Power Hugh Richardson said we have to assume that.

593

594 Councilman Clay said if everybody is in a reduced consumption mode, we may find that
595 we can't sell it on the Spot Market, or that they can't, or you may have to sell it for less.

596

597 Director of Power Hugh Richardson said yes. It tracks natural gas prices. It has gone
598 down pretty low right now. MEAG is 83 percent our expenses. That's our big cost. If
599 we don't sell any kilowatt hours at all, we will be paying that \$2 million something a
600 month regardless. We did \$2.3 million in capital expenditure cuts. We cut out all signal
601 upgrades, all Six West capital expenditures, underground replacement for one of the
602 apartments, most of the LED upgrades, and the Distribution Automation System. It is
603 really back down to nothing. We left some lighting and the Hawthorne subdivision, part
604 of that.

605

606 Mayor Motley Broom asked, can you tell us a little bit more about the Distribution
607 Automation System?

608

609 Director of Power Hugh Richardson said that is an addition I would like to put in our
610 system one day. It is an auto transfer system that we can put on our distribution lines,
611 and when a line is down, it will isolate that. We have to pick and choose the circuits that
612 we want to put it on.

613

614 Mayor Motley Broom said the pushing off of that means that we aren't able to provide
615 service at a certain level.

616

617 Director of Power Hugh Richardson said yes. It enhances our liability. I had a
618 conversation with Althea, and we did not include \$1.2 million in the original reduction.
619 It was \$1 million. That is \$200,000.00 there. And if we sell less power to our customers
620 because of the pandemic, they can sell more offline, off system. There is potentially \$1.1
621 million that we can reduce MEAG Power. Right now we have no expense for Six West.

622

623 City Manager Terrence Moore said I would like to advocate that we consider a budget
624 adjustment, once those realities come to fruition, And once those realities come to
625 fruition, we can take a look at some of those expenditures.

626

627 Councilman Clay said with the GICC and the Arena operating at diminished capacity, we
628 will use less electricity. We are stuck to buy a certain amount of electricity, unless it can
629 be sold, to Hugh's point. If we are optimistic and it can be resold, then that has reduced
630 our expenses in those areas. I would also mention that on page 4 we are transferring
631 \$115,000.00 to the General Fund. So we are subsidizing the General Fund out of the
632 Power Fund; is that correct?

633

634 Director of Power Hugh Richardson said it is a zero-out number, almost like a
635 contingency.

636

637 Director of Finance & Accounting Althea Philord-Bradley said the Power Fund does not
638 generate any income. We don't make that transfer, if they do not generate income.

639

640 Councilman Clay said but right now I'm presuming that your General Fund budget is
641 assuming it has the \$115,000.00 in it.

642

643 City Manager Terrence Moore said the recommendation does support that.
644
645 Director of Finance & Accounting Althea Philord-Bradley said it is allocation, which is
646 common for enterprise funds.
647
648 Councilman Clay said the bottom line is, if the Power Fund is in trouble, the General
649 Fund at some point is going to have to make up for that difference.
650
651 Director of Finance & Accounting Althea Philord-Bradley said yes. It is \$7 million.
652
653 Mayor Motley Broom asked, the next line item, BIDA Transfer, how much does BIDA
654 owe the Power Fund?
655
656 Director of Finance & Accounting Althea Philord-Bradley said \$7 million.
657
658 Mayor Motley Broom asked, at what point is BIDA paying that back?
659
660 Director of Finance & Accounting Althea Philord-Bradley said the way the City of
661 College Park has agreed to pay that back is on an annual basis. They are writing it off
662 every year for \$500,000.00 to get the debt off the books.
663
664 Councilman Clay asked, so why is it set to zero? Because, in effect, you are absorbing a
665 half a million dollars of BIDA cost, and it is showing zero on here as a recommendation
666 in the budget.
667
668 Director of Finance & Accounting Althea Philord-Bradley said the assumption has been
669 that BIDA will sell land and pay it back, but they haven't in the past since I have been
670 here. There is a slight chance that they may sell land this year, and it won't be written
671 off. There will actually be cash transferred to the Power Fund.
672
673 City Manager Terrence Moore said given some of the land transaction activity that is
674 currently underway, we have some projections along those lines. There is reason to
675 believe that this will not be a write-off scenario at this time.
676
677 Mayor Motley Broom asked, is that \$7 million accounted for in our reserves?
678
679 Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am.
680
681 Mayor Motley Broom said so right now it doesn't exist.
682
683 Director of Finance & Accounting Althea Philord-Bradley said correct.
684
685 Mayor Motley Broom asked, when we talk about cash on hand in our reserves, what do
686 we have?
687

688 Director of Finance & Accounting Althea Philord-Bradley said reserves is normally
689 never cash on hand. It is your assets less your liabilities, and that gives you your reserve
690 balance, and that includes due to/due from from other funds. That includes your entire
691 Fund Balance.

692

693 Councilman Clay said if BIDA writes it off, that means they don't pay the Power
694 Department, right?

695

696 Director of Finance & Accounting Althea Philord-Bradley said exactly.

697

698 City Manager Terrence Moore said that is what we wish to not happen, thus the necessity
699 to sell land.

700

701 Mayor Motley Broom asked, what if we don't get to the right place? They may fall short,
702 and we need to be prepared for that. We are going to get tight. We need to ensure that
703 we are looking at this in a realistic way as much as we can. We need to think about what
704 happens if BIDA is not able to make those payments, and what that looks like in terms of
705 what we consider our reserves.

706

707 City Manager Terrence Moore asked, any other questions concerning Power Line?

708

709 Mayor Motley Broom said on page 1 of 5, line 344130, why are we optimistic about the
710 sales of recyclable material?

711

712 Director of Power Hugh Richardson said that is any conductor that we sell. It has gone in
713 the wrong account this year. We will need to get that right.

714

715 Mayor Motley Broom said okay. On the line below, 349300, we had an actual amount of
716 \$4,150.00 in return check fees. How has that quadrupled for the 2020 amended budget?

717

718 Director of Power Hugh Richardson said at the time we did the budget, year-to-date was
719 already \$4,175.00.

720

721 Mayor Motley Broom said all right.

722

723 Councilman Clay said on page 2 of 8 in the backup, electronic page 103, at the very
724 bottom, Meter Base Replacement and Repair. We have people stealing power, and they
725 vandalized the base, and we have to fix it. So, have we put a program in place to charge
726 whoever owns the building that that base is on? And let them sort out how they get paid
727 by the person that vandalized it, or by living there and decided they wanted to get free
728 power.

729

730 Director of Power Hugh Richardson said that meter base expense is expense out. And if
731 they pay us back or reimburse us; that will be in miscellaneous income.

732

733 Councilman Clay said there is an offsetting income, but it just doesn't show up against
734 this.

735

736 Director of Power Hugh Richardson said right.

737

738 Councilman Clay said I've got another one in the backup on page 108 of the electronic, 7
739 of 8, decorative lighting. You have some in various places. I have lived in places where
740 the homeowners pay for extras, like lighting. We don't do it with sidewalks. We split
741 cost on The Links, and some lighting at another location. If we wanted decorative
742 lighting, say, on Rugby, is that something the City should pay for or the residents pay for
743 with an assessment on their bill? Is Lakeshore Drive getting paid for?

744

745 Director of Power Hugh Richardson said Lakeshore Drive will be paid for by a grant, and
746 the sidewalks.

747

748 Councilman Clay said there are large parts in the city without sidewalks. Similarly, we
749 may want decorative lighting on Lyle Avenue. So, at what point do we say that if the
750 citizens want something in a specific area, we work out an assessment? I just throw that
751 out to the Council. It is something we should think about.

752

753 Mayor Motley Broom said you and I have been on a chain about sidewalks. I think we
754 will see more grants to help cities and other jurisdictions as we move forward. I would
755 love for us to take advantage of the opportunities. If we could put emphasis somewhere,
756 that may be the place. I do feel there will be a wave of support. We might find there is
757 more flexibility with those funds that we may not have seen before.

758

759 Councilman Clay said that might be a time to put a plug in for the Census. We need all
760 the help we can get to get all the funds we can get.

761

762 Mayor Motley Broom agreed.

763

764 Councilman Allen said on sidewalks, Hardin down to Madison has sidewalks, but from
765 Madison up to nearly Harrison it has none. The kids are walking in the streets.

766

767 Councilman Clay said absolutely. We have the same problem on College.

768

769 Mayor Motley Broom asked, any more questions on the Power Line?

770

771 Director of Power Hugh Richardson said I have one more point. This budget does
772 include a 5 mil ladder. This is a survey. All 94 power companies are in here. Our rates
773 are No. 7 from the lowest. And with this 5 mil added, it will go to No. 14. Our rates are
774 still good.

775

776 **WAREHOUSE:**

777

778 City Manager Terrence Moore said this budget is straightforward.

779 There were no comments made from Mayor & Council.

780

781 **CUSTOMER SERVICE:**

782

783 City Manager Terrence Moore asked, any questions?

784

785 Councilman Clay said on packet page 2 of 3, I received an answer from Althea. Line
786 574000, Bad Debt Expense, I asked why is the actual so low, because we had a lot of bad
787 debt. The 2020 actual amount is \$431.51. I would be in heaven if that was money that
788 had been forgiven. So, where do we take account of the fact that we are going to have
789 problems with people paying their utility bills? I understand. So, how does the budget
790 take that into account?

791

792 Director of Power Hugh Richardson said in the past that was not the actual write-off, it
793 was the cost to go out and collect it. So, I don't know what it is now.

794

795 Councilman Clay said they get paid pennies on the dollar to collect debt. How do we
796 take account in this budget of reduced revenue from utility payments?

797

798 Director of Power Hugh Richardson said it has never been a line item.

799

800 Director of Finance & Accounting Althea Philord-Bradley said you reduced the revenue.

801

802 Director of Power Hugh Richardson said I did that because of the pandemic. I think
803 Councilman Clay is talking about uncollected monies.

804

805 Councilman Clay said money that is truly owed us that we haven't forgiven, and we
806 finally turn it over to a debt collection service, and they buy the debt from us. Isn't that
807 true Althea?

808

809 Director of Finance & Accounting Althea Philord-Bradley said they don't buy the debt
810 from us. They collect it, then they earn money from us.

811

812 Councilman Clay said we should have an account somewhere that says this is money
813 owed us that we are trying to get collection on. We have turned it over to a collection
814 agency, and they are trying to get it back.

815

816 Director of Finance & Accounting Althea Philord-Bradley said at the end of the year, we
817 go back and look at the report that tells us how much money we are owed between 0-30
818 days, 30-60 days, 60-90 days, 90-120 days and beyond. We have a formula we use to
819 calculate what is bad debt.

820

821 Councilman Clay said presumably when we account for our reserves, we account for
822 money owed to us, don't we?

823

824 Director of Finance & Accounting Althea Philord-Bradley said correct.

825 Councilman Clay said so if we say we have so many weeks of reserve, or so many dollars
826 of reserve, there is a portion of that reserve that is in question, true?

827

828 Director of Finance & Accounting Althea Philord-Bradley said true.

829

830 Councilman Clay said pay your bills, please. The City has the same kind of problem that
831 everybody else has. So, we need to take account of this when we think about the budget.

832

833 Councilman Allen asked, on 525730, last year it was around \$22,471.76, and they
834 requested \$81,877.00, and it is up \$62,917.00. A lot of it is on the Northstar Renewal.

835

836 City Manager Terrence Moore said yes, sir.

837

838 Councilman Clay asked, what page?

839

840 Mayor Motley Broom said page 161 on the digital version.

841

842 Director of Finance & Accounting Althea Philord-Bradley said a large portion of that is
843 the Northstar Renewal.

844

845 Councilman Allen asked, what was it last year?

846

847 Customer Service Accountant Kymberli Johnson said this year it was \$33,500.00. It goes
848 up an additional 3 percent to 5 percent each year. We upgraded last year.

849

850 Councilman Allen said thank you.

851

852 **METER READING:**

853

854 City Manager Terrence Moore said this budget is fairly straightforward.

855

856 Mayor Motley Broom asked, did we get rid of a vehicle?

857

858 Customer Service Accountant Kymberli Johnson said we had a Blazer last year that went
859 over to IT.

860

861 Mayor Motley Broom said okay.

862

863 **PURCHASING:**

864

865 City Manager Terrence Moore said Willis Moody is here to address any concerns you
866 may have.

867

868 There were no comments made.

869

870 City Manager Terrence Moore said our next budget session will be April 21, 2020 at 6:30
871 p.m. via Zoom.

872
873 Councilman Gay wished City Manager Terrence Moore a HAPPY BIRTHDAY!

874
875 The other Council Members wished City Manager Terrence Moore a HAPPY
876 BIRTHDAY! too.

877
878 Mayor Motley Broom declared the budget session adjourned at 8:27 p.m.

879

880

881

882

883

884

885

886

887

888

CITY OF COLLEGE PARK

889

890

891

Bianca Motley Broom, Mayor

892

893

894

895

896

897

898

ATTEST:

899

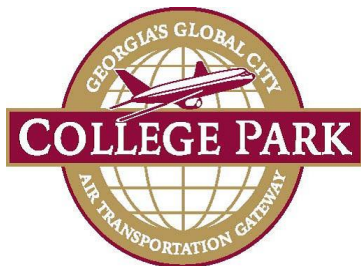
900

901

902

Shavala Moore, City Clerk

903



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8141

DATE: May 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Budget Session Minutes dated April 21, 2020

See attached Budget Session Minutes dated April 21, 2020.

Thank you.

ATTACHMENTS:

- Budget042120 (DOC)

Review:

- Shavala Moore Completed 05/13/2020 10:10 PM
- Rosylne Robinson Completed 05/14/2020 9:25 AM
- Terrence R. Moore Completed 05/14/2020 10:40 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
BUDGET SESSION #3
APRIL 21, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; Director of Finance & Accounting Althea Philord-Bradley; City Clerk Shavala Moore.

Staff: All Applicable Departments.

Absent: None.

Mayor Motley Broom called the budget meeting to order at 6:33 p.m.

PUBLIC WORKS-ADMINISTRATION:

City Manager Terrence Moore said this budget is mostly straightforward. This is the smallest section in this department.

Mayor Motley Broom said good evening Mr. Mason. How are you?

Director of Public Works Mike Mason said I am well, Mayor.

Mayor Motley Broom said I had a couple of questions on page 5 of the digital version. On line 535680, request for tires are cut in half. Are we just going to get 2 tires, or used tires? How does that work?

Director of Public Works Mike Mason said the Admin Budget consists of 25 percent. The other 75 percent is made up through Water & Sewer and Sanitation. So, given the condition of the tires that is on the vehicle now, I think that we will be okay with cutting that in half at this time.

Mayor Motley Broom said okay.

Councilman Allen said I had a question about Contractual Services. You had \$50,000.00 down, and all of a sudden it has been cut to zero. Do we need to take that off, or what was that?

Director of Public Works Mike Mason said that was part of the New Public Works Facility, as far as the design on the new building. And that is a discussion I think, given the direction from the City Manager, that we will have at a later date.

47 City Manager Terrence Moore said it is not necessary or fiduciarily responsible to come
48 up with a separate distinct budget, until the actual project is financed. So, when a project
49 is financed, the direction is to facilitate to engage consideration of a new building. It will
50 become part of that overall budget.

51

52 Mayor Motley Broom said under budget performance, page 15 and 16 of 188, the data
53 supporting the 100 percent achievement of the goals of the performance measures, how
54 are we ensuring that we are actually hitting 100 percent on those various metrics?

55

56 Director of Public Works Mike Mason said we are quantified by the number of
57 complaints that come in and the timely manner that we move forward in addressing those
58 complaints. Our goal is to make sure that if there is an issue within the city, that we
59 respond within 24 hours. So, we track that as far as the complaints that come in and give
60 feedback, the same way that we would do in the deficiency reports that we submit to the
61 City Manager's office. It is showing that we are being proactive and responding to
62 complaints within the community.

63

64 Mayor Motley Broom asked, so we did it at 100 percent?

65

66 Director of Public Works Mike Mason said yes. All the calls that have come in, we have
67 responded in some shape. We might not have resolved it, but we did make contact with
68 the customer, or had to schedule work at a later date.

69

70 Mayor Motley Broom asked, isn't there a way for us to understand how long it takes to
71 resolve an issue? Are you measuring that as well? And if so, what is the data on that?

72

73 Director of Public Works Mike Mason said for those particular cases, the answer would
74 be no. Because like you just mentioned, it depends on the issue at hand. It may take us a
75 little bit longer process to get done whether we have to do an RFP, or whether we have to
76 bring it before Mayor & Council. So, I don't have the data to support that, other than
77 what came to us, and we follow those purchasing policies to get things done.

78

79 Councilman Clay said I think, though, that when we install the app (See Something/Say
80 Something by QSend) that we approved at the council meeting last night, that that should
81 enable us to track all the way through completion.

82

83 City Manager Terrence Moore said that's correct, sir.

84

85 Mayor Motley Broom said excellent point.

86

87 Councilman Allen asked, do we have a time frame on that?

88

89 City Manager Terrence Moore said we will be unveiling that over the next several weeks.

90

91 Councilman Allen said it would be good to promote that and have some citizens there.

92

93 City Manager Terrence Moore asked, any other questions for Admin?
94

95 There were no further comments made.
96

97 **HIGHWAYS & STREETS:**
98

99 City Manager Terrence Moore said there are 10 staff members. And we are in position to
100 address any specific concerns or observations you all might have with respect to the
101 2020-2021 proposal.
102

103 Councilman Allen said I had a question on Salary & Operation. It shows the 2020 actual
104 amount is \$189,879.91 and you expect it to be \$350,548.00. Did we not have a person in
105 place at that part of the year?
106

107 Director of Finance & Accounting Althea Philord-Bradley said at the time this report was
108 run, I believe you had 2 vacancies; am I correct Mike?
109

110 Director of Public Works Mike Mason said yes.
111

112 Mayor Motley Broom said the reduction further down the page for R&M Streets, Curbs,
113 Sidewalks, and Street Resurfacing; I have all 4 of those highlighted. Can you talk a little
114 bit about what went into those reductions?
115

116 Director of Public Works Mike Mason said it is the request of the dollar amount that we
117 needed to reduce. In looking at the budget, we made cuts where we otherwise pay for
118 cuts in those areas. Hopefully, once the economy comes back, we will be able to make
119 some budget adjustments to increase some of these line items to get certain projects
120 completed that we were looking at doing.
121

122 City Manager Terrence Moore said I would like to discuss these 3 resurfacing projects.
123 We are planning to do more than what we normally do on an annual basis. We are still
124 looking to find funding. We will stick with the local maintenance opportunities to
125 continue street resurfacing for 2020-2021.
126

127 Director of Public Works Mike Mason said that will leave a possible budget adjustment
128 to make the matching funds that the City must match to receive those funds. So, right
129 now we don't have that, but we will work that out as we move through the fiscal year. It
130 is a 30 percent match from the City to contribute towards the pavement project with the
131 Local Maintenance Improvement Grant (LMIG).
132

133 Mayor Motley Broom asked, how much have we gotten from (LMIG's) on a yearly
134 basis?
135

136 Director of Public Works Mike Mason said the last one was \$174,000.00. Each year it
137 has been going up at different increments.
138

139 Councilman Clay said we need about \$60,000.00 to match that.

140

141 City Manager Terrence Moore said that dollar amount may be downward. That
142 allocation may be reduced because of the respective financial concerns. Forecasts are
143 actually downward, and exactly what that will be remains to be seen.

144

145 Mayor Motley Broom asked, approximately how much of those LMIG dollars do you use
146 in the first half of the fiscal year?

147

148 Director of Public Works Mike Mason said typically it varies because we've just
149 completed one project last fall, and that was the Herschel Road Paving Project from
150 Washington Road to Camp Creek Parkway. The new set of money that they said that
151 was awarded to the distribution, we can pave either this spring or into spring of 2021.
152 We usually pave in the fall.

153

154 Mayor Motley Broom said I want us to be poised to be able to receive funding on this
155 level. I understand that we are not capable of putting out funding above and beyond.

156

157 Director of Public Works Mike Mason said we will make sure that the city does not lose
158 any funding from the State. If there is a case where we have to move on a project, we
159 will bring that recommendation to the City Manager's office to make him aware that
160 there is the potential that we may lose these funds, if we don't do a paving project. I also
161 have projects the following year which would be 2021, so I think we should be okay.

162

163 Mayor Motley Broom said okay.

164

165 Councilman Allen asked, on street resurfacing, is that for the whole street, or part of a
166 street, or what?

167

168 Director of Public Works Mike Mason said it is the entire street, depending on the
169 amount of funding that we have.

170

171 Councilman Allen said if you had small projects that are 200 feet, that is not considered
172 in here as a street resurfacing, I guess.

173

174 Director of Public Works Mike Mason said it would be. We would probably look at it in
175 our R&M Streets Budget.

176

177 Councilman Clay said we have a policy now; that if we do extensive sewer work on a
178 street, that instead of patching it, we will repave it. That area that we worked on, are we
179 still able to do that with this budget?

180

181 Director of Public Works Mike Mason said yes. But if we did that type of work, we
182 would be looking at including it paid for out of the Water & Sewer Budget.

183

184 Councilman Clay said right. I just wanted to clarify that.

185 Councilman Allen said thank you.

186

187 Director of Public Works Mike Mason said there is no way that we can go the entire year
188 with no funding for roadway signs or street signs. We may have to move some money
189 around without increasing the budget as it is today.

190

191 Mayor Motley Broom said that has pretty much been zeroed out.

192

193 Director of Public Works Mike Mason said it is going to be tough to be quite honest. We
194 are trying to meet the cuts that were requested out of this particular budget. Some hard
195 decisions were made Mayor.

196

197 City Manager Terrence Moore said you have multiple sections. And the ability to engage
198 in the interdepartmental budget takes care of these concerns is more so available because
199 of the related enterprise operation therein. So, that is what we talked about in terms of
200 coming up with a balanced budget recommendation. The zeros exist for purposes of
201 achieving a balanced budget recommendation. The intradepartmental budget is to cover
202 those expenses, once they are clearly defined in terms of needs.

203

204 Councilman Clay said I expect that you are going to have a bunch of money that you will
205 move around on a lot of these line items.

206

207 City Manager Terrence Moore said correct.

208

209 *Mayor Motley Broom said I'm still a little confused, that if we are cutting across the*
210 *board, how this money gets moved. And I understand that we have our constraints. I*
211 *also want us to be looking at this as pragmatic as possible, and it's hard for me. I think*
212 *Councilman Allen's attention to the line item is key. We have to be shifting this*
213 *somewhere, especially going through this for the first time. I want to see numbers that*
214 *are as accurate as possible. And if we are just going to move it around later, it makes it*
215 *difficult for me to have an appreciation of what we are really evaluating.*

216

217

(Councilman Taylor joined in the Zoom Meeting)

218

219 **BUILDINGS & GROUNDS:**

220

221 Councilman Clay said on page 44, which is the actual headcount in that area, in the 2019-
222 2020 column, you are showing a total of 19 with 3 people in part-time locations, and you
223 moved them to the department head requested budget. And they are all the same, except
224 for the number of part-time positions, and that increased by 1, but the total is increasing
225 by 2.

226

227 Director of Public Works Mike Mason said that is clearly an error.

228

229 Councilman Clay said my next question is: Are you adding 1 part-time position?

230

231 Director of Public Works Mike Mason said no. We are looking at adding 1 additional
232 person as part of the litter cleanup throughout the city.

233
234 Councilman Clay said right.

235
236 Director of Public Works Mike Mason said so, yes, sir, to your point.

237
238 City Manager Terrence Moore said that position is not funded, however.

239
240 Director of Public Works Mike Mason said correct.

241
242 City Manager Terrence Moore said the number of part time and full time will remain at
243 19.

244
245 Councilman Clay said they will remain at 20, I believe. That column will be a total of
246 20.

247
248 Director of Public Works Mike Mason said that part time should remain at 3.

249
250 Councilman Clay said then the last 2 columns are wrong. They should be 20 instead of
251 21.

252
253 Councilman Clay said I have another suggestion. We are going to have problems with
254 people being able to pay their utility bill. We talked about that last night. I'd like the
255 Council to consider that we allow people who want to work off their utility bill, the
256 possibility of doing things like litter pickup, and we would pay them what we pay the
257 other employees, minimum wage, \$15.00 an hour. And you can do that in lieu of hiring a
258 part-time employee.

259
260 Councilman Clay further said now, keep in mind that at one time we talked about
261 temporary employees to mow grass, and what have you. There were concerns of
262 insurance coverage, operating the equipment, and getting hurt on the equipment or
263 damaging the equipment. I think we ought to consider litter pickup. I'm not saying make
264 a decision now.

265
266 Councilman Allen asked, do we need to say that part of that money needs to go to help
267 pay off that? Do you need to set those criteria?

268
269 Councilman Clay said no, you pay them \$15.00 an hour to work off their debt. They are
270 not getting extra money in their pocket.

271
272 Councilman Allen said we would take it off of their power bill.

273
274 City Manager Terrence Moore said there are things to consider from a liability
275 standpoint.

276

277 Councilman Clay said there are other jobs at the city that have even less liability. For
278 example, people to man the security cameras. Have background checks done on them. I
279 want to use people from the Police Academy for that job. That's all I have.

280

281 Councilman Allen asked, on line 526170, street canopy trimming, can you tell me a little
282 bit about that program?

283

284 Director of Public Works Mike Mason said over a period of time, a lot of trees in the
285 community are starting to overgrow, and we are looking at starting a program where we
286 go out and cut back the canopy from overhanging the roadway.

287

288 Councilman Allen said okay.

289

290 Councilman Clay asked, on page 1 of 3, I just wanted to comment that you made a
291 reduction on tires. But that's the kinds of things you have to do, but not too deep. You
292 still have money left in there.

293

294 Councilman Allen said if we had some kind of a number, that would be a little better. It
295 is hard for me to understand zero. I appreciate the job you are doing Mr. Mason.

296

297 Councilman Clay said that 61709, we're not doing that new program. You would be able
298 to come out another \$33,000.00 roughly, which would be the cost of the existing
299 program, I think.

300

301 Director of Public Works Mike Mason said that is the ball field mowing and the detention
302 ponds.

303

304 Councilman Clay said we are going to get to the point where we can't do everything we
305 would like to do. The tree trimming, for example, do we really need to do all that
306 overhanging?

307

308 Director of Public Works Mike Mason said there are no funds available for that. That is
309 what we cut out.

310

311 Councilman Clay asked about line 526170, Contractual Services.

312

313 Director of Public Works Mike Mason said yes, sir.

314

315 Councilman Clay asked, why not let the detention pond's grass grow a little bit higher.
316 We need to keep a list of areas where we need to cut back more, and it wouldn't hurt
317 safety. It makes the city look seedier, but it is better than a lot of other alternatives.

318

319 Councilman Allen said than laying off people.

320

321 Councilman Clay said that's what I had in mind.

322

323 Director of Public Works Mike Mason said a lot of the detention ponds we maintain
324 them, and they get overgrown. It costs the City more in additional man-hours to mow,
325 once it gets up to a certain height.

326
327 Mayor Motley Broom said so defer the maintenance a little while longer, if possible.
328

329 Councilman Clay said you bet.
330

331 Mayor Motley Broom said back to the previous page, line 525780, the ball fields and
332 detention ponds, it was \$55,000.00 down to \$8,000.00.
333

334 City Manager Terrence Moore said it is Grounds.
335

336 Director of Public Works Mike Mason said that was a particular project that we had that
337 we were looking at doing before Covid-19.
338

339 Mayor Motley Broom said we have spent about \$15,000.00.
340

341 Councilman Clay said we're at 87 percent, and we should be at 3 quarters.
342

343 Councilman Gay said in lieu of all the other cuts, however, my bigger issue - - And this
344 can be discussed at a later date, but I think we need to do a better job in negotiating some
345 of the spending we are doing with these much larger projects. It's unconscionable to give
346 somebody \$450,000.00 and don't even negotiate with them, and then spend \$8,000.00 to
347 beautify your entire city. It is just not in my comprehension. The only reason it went up
348 to \$17,500.00 is because the Mayor & Council last year agreed to bring it up a bit. It was
349 for the entire city, all the different right-of-way projects. That was just him trying to tell
350 you that that is just not adequate for a city of 15 square miles to spend \$8,000.00 for the
351 entire city.
352

353 Mayor Motley Broom said I think his requested amount for 2021 included a bigger
354 project.
355

356 Director of Public Works Mike Mason said that is correct.
357

358 Superintendent of Buildings & Grounds Jason Edward said I had four projects go in there
359 city-wide, \$40,000.00. And it cut down the area scope for these other projects, and they
360 are listed under the transaction report under 525780, Grounds.
361

362 Councilman Gay said I would recommend that we move on because that's on us to not
363 understand that that is just as important as anything else in this entire budget. I think
364 everybody should care about beautification. A lot has to do with education and
365 appreciation. So, if you want the city to look the way you make it on paper, you have to
366 pay for that, but that will come in time.
367

368 Councilman Allen said on line 526200, we have cut the training down to \$500.00. And I
369 don't want us to cut out a lot of the training. I think it is very, very important that our
370 people get the training that they need. Just keep that in mind.

371
372 Director of Public Works Mike Mason said yes, sir.

373
374 Mayor Motley Broom asked, on line 525741, is there a reason why we are spending less?
375

376 Director of Public Works Mike Mason said that was related to some building repairs at
377 Public Works that we had funded.

378
379 Mayor Motley Broom asked, so we are not anticipating that we are going to have
380 problems with the building itself?

381
382 Director of Public Works Mike Mason said not at this time.

383
384 Councilman Gay said Truck #166 is going to be replaced.

385
386 Director of Public Works Mike Mason said that was cut out as well.

387
388 Councilman Gay asked, does he need a truck?

389
390 Director of Public Works Mike Mason said yes.

391
392 City Manager Terrence Moore said we will continue with the vehicles we have in
393 position for one more year.

394
395 Councilman Clay asked, do we know what the maintenance cost has been on that truck?

396
397 Director of Public Works Mike Mason said the maintenance has been \$4,200.00.

398
399 Councilman Clay said a new truck is what, \$50,000.00, \$60,000.00?

400
401 Director of Public Works Mike Mason said a new truck is a little over \$35,000.00.

402
403 Councilman Clay said that is something you might want to push off.

404
405 **PARKS:**

406
407 City Manager Terrence Moore said there are 2 positions in this budget; Labor 1 and
408 Labor 2. Any questions or concerns?

409
410 Councilman Allen asked under Capital Projects, line 547920, page 2 of 2 on the hard
411 copy, you have \$100,000.00.

412

413 Director of Public Works Mike Mason said I will defer to City Manager. I don't know
414 where that figure came from.

415
416 City Manager Terrence Moore said I will need some help on this one Althea.

417
418 Director of Finance & Accounting Althea Philord-Bradley said we had \$100,000.00 for
419 seed.

420
421 City Manager Terrence Moore said that is actually a matching contribution in the event of
422 the CDBG Grant coming to fruition of various enhancements.

423
424 Councilman Clay said there is a line item in there for a match.

425
426 City Manager Terrence Moore said that would be that. The anticipated outcome is
427 anticipated to be \$400,000.00, and the matching contribution is 25 percent.

428
429 Councilman Clay asked, what line item in the budget worksheet is that on?

430
431 Mayor Motley Broom said it is line 547920.

432
433 Councilman Clay said on page 2 of 2.

434
435 City Manager Terrence Moore said it is in the backup.

436
437 Councilman Clay asked, and you think it should be a 30 percent match?

438
439 City Manager Terrence Moore said it should be 20 to 25 percent.

440
441 Mayor Motley Broom asked, so why would we budget for that and not budget for LMIG?

442
443 City Manager Terrence Moore said because we know what the CDBG outcome will be,
444 whereas LMIG has not revealed what will become possible.

445
446 Mayor Motley Broom asked, has there ever been a time we have gotten zero in LMIG?

447
448 City Manager Terrence Moore said no.

449
450 Mayor Motley Broom asked, is there some way we can take a look at past data to give us
451 an educated understanding of what is possible with LMIG?

452
453 Director of Public Works Mike Mason said we have always received the funding.

454
455 Mayor Motley Broom said in terms of funding levels, even in economic downturns, we
456 are getting something. We haven't planned for LMIG at all, but we know we are going
457 to get something, and right now we are not anticipating our 30 percent at any point.

458

459 Councilman Clay said Mayor, if you want to get those numbers, go back to the days of
460 the recession; 2009, 2010, and 2011.

461

462 Mayor Motley Broom said that is probably the depths of our LMIG funding.

463

464 Councilman Clay said that would be a conservative estimate.

465

466 Mayor Motley Broom said right.

467

468 **SANITATION:**

469

470 City Manager Terrence Moore said Sanitation consists of 29 positions.

471

472 Councilman Clay said on the Org Chart Mike, you put in \$34,000.00, and you are getting
473 \$29,000.00. Are you still down 3 drivers?

474

475 Director of Public Works Mike Mason said yes, sir, that is correct.

476

477 Councilman Clay said but those positions are in here, they are just not filled; is that
478 correct?

479

480 Director of Public Works Mike Mason said that is correct.

481

482 Councilman Gay said I thought those drivers' positions were just waiting on background
483 checks.

484

485 Director of Public Works Mike Mason said that is true. We are still waiting.

486

487 Mayor Motley Broom asked, how long does this process take?

488

489 Director of Public Works Mike Mason said a long time.

490

491 Councilman Gay said over 2 months.

492

493 Director of Public Works Mike Mason said I think it was related to the turnover we
494 experienced in the HR Department. I reached out to Chris, and we had dialogue in that
495 regard. He is in the process of checking with PD to find out what has been the hold up.

496

497 Councilman Clay said we are suffering without those drivers. We have trash, lawn
498 debris, and other issues. If you can't get what you want from the other departments, can
499 you bypass them? Can you go directly to any source? Is there a private firm that does
500 background checks?

501

502 Director of Public Works Mike Mason said absolutely.

503

504 Councilman Clay said if they can't fix it, then bypass it.

505 Director of Public Works Mike Mason said the next phase would be drug screening
506 which is handled through our HR Department.

507

508 Councilman Clay said just go ahead and bypass them, and then on top of it, put the
509 charges back against their department to get it done.

510

511 Councilman Allen asked, are these people still available?

512

513 Director of Public Works Mike Mason said yes, they are still waiting.

514

515 Councilman Gay said Mike did what he could do. As a school teacher, they sub out for
516 background checks.

517

518 Councilman Clay said that's my point Roderick.

519

520 City Manager Terrence Moore said at the conclusion of tomorrow's executive team
521 meeting, let's have a word with the respective departments to make sure that everything
522 is getting squared away.

523

524 Director of Public Works Mike Mason said will do.

525

526 Councilman Taylor asked, do we have a hiring freeze or not?

527

528 City Manager Terrence Moore said we have a hiring freeze, but they were recruited well
529 in advance of the hiring freeze, plus it relates to service provisions based on an Enterprise
530 Fund. So for that reason, we need to continue moving forward.

531

532 Councilman Taylor said we have the same situation in the Water Department. So, are we
533 going to do the exact same thing there?

534

535 Director of Public Works Mike Mason said yes, sir.

536

537 Councilman Clay asked, how many vacancies do you have right now?

538

539 Director of Public Works Mike Mason said we have 3 vacancies right now.

540

541 Councilman Clay said I'm getting a constant string of complaints from people that
542 contact me, and I pass them on. They are not getting things picked up in front of their
543 yard. There are certain critical positions that you already have in the hopper that if they
544 are not filled, nothing else happens. What are these positions?

545

546 Director of Public Works Mike Mason said it is the superintendent and supervisor in
547 Water & Sewer.

548

549 Mayor Motley Broom said I understand the positions are open, but in listening to what
550 Mr. Mason was saying, these people have to be selected to fill these positions and were
551 selected to fill these positions back in February; is that correct?

552
553 Director of Public Works Mike Mason said yes, ma'am.

554
555 Mayor Motley Broom asked, has anyone been selected to fill these other positions?

556
557 Director of Public Works Mike Mason said not at this time.

558
559 Councilman Allen asked, for water, are they all management positions?

560
561 Director of Public Works Mike Mason said yes, sir.

562
563 Councilman Clay said on the next page, page 1 of 4, page 83 of the actual total copy,
564 Sales to Residential Customers and Sales to Commercial Customers, we are showing that
565 we reduced it by 12 percent. Now, if we look at the 2020 amended budget, \$1.3 million
566 in 2019, and you go down to \$1.1 million. The actual is a little over \$1 million, and you
567 are at 75 percent. So, you could add on a third of a million on top of that, and you're
568 coming in at \$1.1 million. So, you came down. But do we really believe that with all
569 these utility bills that we talked about last night that aren't getting paid, that we are only
570 going to see a 12 percent reduction in residential? And then you have commercial, and
571 there are a lot of commercial accounts that are behind, and we took a 13 percent
572 reduction there.

573
574 Councilman Clay further said sales to the GICC are at an 82 percent increase. I presume
575 that sales include the Arena, maybe not. You are carrying away the garbage. So, how in
576 heaven's name could we see an 82 percent increase to \$50,000.00 there? I would expect
577 we would see a very significant decrease. Other sales, it seems it would be unlikely to go
578 up 9 percent. It should be coming down, too. So, what do you have to say?

579
580 Director of Public Works Mike Mason said I will ask Althea to speak on that.

581
582 Director of Finance & Accounting Althea Philord-Bradley said the percent column is
583 comparing the proposed budget to the 2020 amended. So, if you look at the proposed
584 budget, it was initially \$27,000.00, and the prior year was \$50,747.00. The actual to date
585 is \$39,000.00. So the 82 percent is a little deceiving because it is only comparing the
586 amended budget to the proposed budget. But I do hear what you are saying because the
587 Arena is now closed, and they are not using sanitation.

588
589 Councilman Clay said let's take that specific line, Sales to the GICC. The actual amount
590 to date spent by the end of March, you were at \$39,000.00.

591
592 Director of Finance & Accounting Althea Philord-Bradley said correct.

593

594 Councilman Clay said we are currently projecting that next year you will add \$13,000.00
595 on to \$39,000.00, so you project out to \$50,000.00. So, if things were normal, I wouldn't
596 even be looking at this line item. But we know the forecast from this year isn't going to
597 be \$13,000.00. We will be lucky if it is \$5,000.00. There is no way that the number is
598 going to come out to be \$50,000.00 in the whole new fiscal year. It just isn't going to
599 happen guys.

600

601 Councilman Allen agreed.

602

603 Councilman Clay said up 2 lines higher, the residential and commercial people aren't
604 paying their utility bills. We are going to have to try to get all that back. What kind of
605 trash are the hotels going to generate? This budget is way over optimistic on revenue.

606

607 Councilman Allen asked, do we charge them based on the number of trash pickups?

608

609 Director of Public Works Mike Mason said it is based on the number of pickups.

610

611 Councilman Allen said so the number of pickups will not change too much.

612

613 Councilman Clay said they can cut back.

614

615 Mayor Motley Broom said I would think that we are already getting feedback in that
616 regard Mr. Mason.

617

618 Director of Public Works Mike Mason said yes, ma'am.

619

620 Councilman Clay asked, so why are we talking about a budget?

621

622 Councilman Gay asked, the whole budget or sanitation?

623

624 Councilman Clay said we will move on to Water & Sewer, and we will have issues there
625 too.

626

627 Councilman Gay said it isn't fair to say this isn't a budget. They mitigated the losses as
628 best as they could. There are substantial cuts there. Budgets are made to change, as you
629 get into the actual year.

630

631 Councilman Clay said we are spending a lot of time, or will spend a lot of time on small
632 budget cuts, relatively small, and we are ignoring the fact that there is an Enterprise Fund
633 that is suppose to pay for itself. If we do have the revenue in there, and we are going to
634 try to continue, even at the reduced cuts that are in here, this fund is not going to make
635 money. It is going to lose money. And the money is going to have to come from
636 somewhere else.

637

638 Councilman Clay further said the General Fund gets its money out of taxes, but only
639 about a quarter comes from residential taxes, as I remember. If we have to redo all the

640 agonizing of the cuts and changing, are we going to be talking about laying off people,
641 for example. I would rather face out the reality of what we think the revenue is going to
642 be at this point, rather than spending the time making cuts that are going to be totally
643 meaningless, and then be revising the budget July 1, 2020.

644
645 Councilman Gay asked, do you want to cut them by 20 percent, and let Althea adjust the
646 3 revenue items?

647
648 Councilman Clay said I would like to take a look at all revenue items in all areas of the
649 budget very seriously first.

650
651 Councilman Gay said listen, I don't know enough about finances, but Althea can play
652 around with the General Fund numbers towards the end.

653
654 Councilman Clay said the big compensating factor is when we set the millage rate. If
655 you pull \$5 million out of the General Fund, as an example, to cover all these other
656 things, how do you get \$5 million more? Well, you raise the millage rate.

657
658 Councilman Gay said that wasn't what I was saying. Can we adjust it in our cash in and
659 cash out?

660
661 Director of Finance & Accounting Althea Philord-Bradley said we can make the
662 adjustments across the board, in terms of the Enterprise Funds, and cut them by 25
663 percent, and come back and tell you that if he can't make any cuts within his department,
664 what he will need to cover his budget, as far as the Enterprise Funds.

665
666 Councilman Clay said don't hang on to that 25 percent. I just pulled that number out of
667 the air. It could be 30 percent, 20 percent, 40 percent. There are certain things we do
668 know. We know what our revenue is. You are in a good position to know how much
669 money is coming in from the hotels. We have reports that indicate how long it will be
670 before hotels come back. I'm trying to get us to get a small team together, 2 or 3 people,
671 Cookie Smoak, Mercedes, Mike Mason, Hugh Richardson, people that have their pulse
672 on revenue coming up, and sit down and determine how much our revenue is going to go
673 down. And that is the number we should be using in the budget. We may have to make
674 adjustments.

675
676 Councilman Gay asked, why can't we continue to go the way we are going, then, if they
677 look at the Enterprise Fund Revenue, adjust that at the end, not line item by line item, or
678 do you have to have them redo all of this?

679
680 Councilman Clay said that's the concern I had. That's why we delayed the budget
681 meetings in the first place because we were hoping to have a better feeling for revenue.

682
683 Councilman Allen said you need to be looking at revenue right now. We need to be
684 ready to make some real hard cuts. The longer you wait to make these cuts, the worse it
685 is going to be.

686 Mayor Motley Broom said I think the danger that we run into, if we don't have a strong
687 approximation of our revenue, based upon all the best heads getting together, is that we
688 come along later and we are surprised, because the numbers that we put in for revenue
689 are falling double digit percentages short of our anticipated numbers. Then it becomes,
690 well, we really can't get those tires that we thought, and we're running on bald tires.
691 There is no backup from the stimulus yet. We have to be cognizant of the fact that right
692 now 4 weeks into this we are \$600,000.00, close to \$700,000.00 behind on utility
693 collections. That is a real number. It was somewhere in the \$200,000.00 range 2 weeks
694 ago. These are real hard decisions that we are going to be facing. And the more accurate
695 the information can be, the better.

696
697 Councilman Clay said it sounds like you and I are somewhat on the same page. I suggest
698 we flag the line items where we can have some wiggle room. Those are the areas where
699 we have some flexibility, and we should be identifying those line items as we go through.
700 The cash cow that we have had has dried up.

701
702 City Manager Terrence Moore said we made adjustments to the budget calendar along
703 those lines that you have just described. We will do the best going forward with the
704 proposed policy budget considerations for adoption in the next several weeks. When the
705 new fiscal year begins, a number of adjustments will end up being made based on
706 inquiries and information forthcoming. This is a fluid process in many respects. Twelve
707 percent on residential and 13 percent on commercial customers was a function of the
708 process you talked about.

709
710 Councilman Clay asked, who is going to do the cutting?

711
712 City Manager Terrence Moore said the Office of the City Manager working with all
713 departments to get to that place. I will come back with a summary of recommendations.

714
715 Councilman Clay asked, will we go through this analysis all over again?

716
717 City Manager Terrence Moore said yes, in August. That is a very common occurrence.

718
719 Councilman Clay asked, when is the last date to set the millage rate?

720
721 City Manager Terrence Moore said the last date to set the millage rate is in October, the
722 beginning of the second quarter.

723
724 Mayor Motley Broom said the trouble I am having with this process is based upon where
725 we are right now. Even right now these numbers feel too high. And I understand that
726 perhaps when we were asking for them a few weeks ago, they seemed appropriate. But
727 given the depth of everything that is happening in the world today, it still doesn't sit right.
728 It makes me uncomfortable to even rely on these numbers in any shape, way, or form.
729 Should we have any confidence in these numbers? Yes or No?

730

731 Councilman Gay said our Finance Director has already stated, and our City Manager, that
732 they have already talked with the directors, and they came up with a percent that they
733 were comfortable with. These are our professionals that we rely on. We should give
734 them the confidence. Either follow their direction, or make a directive to them and act
735 accordingly. If we continue to stay right here, I'm going with what Althea and Terrence
736 said.

737

738 Mayor Motley Broom said your point is well taken, Councilman Gay. And I appreciate
739 you bringing that level of perspective. I think you are right, so why don't we move
740 forward. Any other questions on the Sanitation Fund, other than what we have
741 discussed?

742

743 Councilman Clay said yes, I do. On page 2 of 4, line 526140, Dog Pound Fees, that is
744 jumping up to \$15,000.00, and it has only been being \$7,000.00. Why would the dog
745 pound fees go up so much?

746

747 Director of Public Works Mike Mason said it is the cost allocation we have been
748 receiving from Fulton County. We may come close to that \$15,000.00 number there.

749

750 Councilman Clay asked, do we know why? Do we have more dogs? More people?

751

752 Director of Public Works Mike Mason said I think it is a combination of more dogs, their
753 expense.

754

755 Councilman Clay said we are paying for their new dog pound.

756

757 Director of Public Works Mike Mason said yes, sir.

758

759 Councilman Clay said on the next page, line 527190, we had a lot of claims in Workers'
760 Compensation claims this year, and we are assuming it is going to be zero. That doesn't
761 seem likely.

762

763 Director of Public Works Mike Mason said no. That is probably one of those numbers
764 that we are going to have to allocate funds for.

765

766 Councilman Clay said that's all I have.

767

768 Councilman Gay asked, can they buy the truck?

769

770 City Manager Terrence Moore said yes.

771

772 **STORM WATER UTILITY:**

773

774 Councilman Clay asked about sales to the Convention Center, page 1 of 3, line 525360,
775 Other Equipment Rental. What do we typically rent?

776

777 Director of Public Works Mike Mason said we rent backhoes when ours go down, or we
778 need a bigger piece of equipment to do some detention pond maintenance.

779 Councilman Clay said if it is zero, maybe we wait a little longer to get the equipment
780 fixed.

781

782 Councilman Clay said on page 2 of 3, packet page 116, line 611100, Operating Transfers
783 out from the General Fund, that is a transfer from Water & Sewer to help out the General
784 Fund. It is \$157,832.00. If we don't clarify the revenue that we need in this fund, the
785 utility bill payments are going to directly reflect back onto the General Fund. Just an
786 observation.

787

788 Councilman Clay asked, on page 3 of 3, what is Debt Service Interest AARA, line
789 582305, \$54,775.00? You are only putting in \$36,529.00. How can we just do that?
790 What got cut out? How can you cut out debt service?

791

792 Director of Finance & Accounting Althea Philord-Bradley said that was on a new piece
793 of equipment that you are going to lease in the next fiscal year.

794

795 Councilman Clay said that was cut out.

796

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

798

799 Councilman Clay said we should have cut out the debt service too.

800

801 Director of Public Works Mike Mason said yes, we did.

802

803 Councilman Allen asked, on line 526150, Engineering Services, you had \$50,000.00
804 down, and you cut it to zero. What were you going to do?

805

806 Director of Public Works Mike Mason said that was across the board in a lot of these
807 accounts. It was for architectural design of a new facility.

808

809 Councilman Allen said I have nothing else.

810

811 **WATER/SEWER:**

812

813 Councilman Clay said same comment as before. All the revenue numbers are unreal.

814

815 Councilman Allen agreed.

816

817 City Manager Terrence Moore said right now it is 11 percent. This will be a continuous
818 movement. The aggregate reduction is 11 percent to keep the number flat. We reduced it
819 by \$1.2 million.

820

821 Mayor Motley Broom said I think we disagree. I think we can move on.

822

823 Councilman Gay said fair enough.

824

825 Councilman Clay said on packet page 138, page 4 of 4, we have line items for Water &
826 Sewer purchases, and those numbers appear to be way high because we don't have to pay
827 for water that we don't use. And we don't have to worry about selling it on the Spot
828 Market like we do with electricity. And we don't have to pay for sewer purchases that
829 we don't use which is directly related to water. If you look at the total of those 2 in the
830 current year, it is \$2.7 million. And if you assume it was linear, you would add another
831 \$900,000.00 to it. So, that is \$3.6 million to the good. And you are in there for \$6
832 million. That is \$2.4 million to the good.

833

834 City Manager Terrence Moore said you are reading that correct, Councilman Clay. That
835 will be an outcome for the first quarter of the new fiscal year.

836

837 Councilman Clay said on line 547730, Waterline Replacements, we are going to end up
838 replacing some waterlines. So, that is set to zero, but no point in talking about that given
839 everything else. That's all I have.

840

841 Mayor Motley Broom asked about line 611100, Transfer Out to the General Fund.

842

843 Councilman Clay said that wouldn't happen Mayor if we were short.

844

845 Mayor Motley Broom asked Mr. Mason to give some guidance for line 526590.
846 Contingencies were cut to zero, I believe; is that right? Can you tell me what all that is
847 about?

848

849 Director of Public Works Mike Mason said that was revenue that came in above
850 expenditures. So, we put it on the expenditure side working with Finance & Accounting
851 to balance the budget. Prior to the pandemic, we were anticipating revenues to exceed
852 expenditures by that amount.

853

854 Mayor Motley Broom said okay.

855

856 Mayor Motley Broom asked, does anyone else have any questions on that section?

857

858 There were no further comments made on the Water & Sewer Budget.

859

860 **ENGINEERING:**

861

862 City Manager Terrence Moore said this budget is pretty straightforward. City Engineer
863 Loretta Washington is with us. She asked about the prospect of securing an iPad and
864 other items, a few hundred dollars in expenditures in that regard. We have the ability to
865 accomplish this in the current fiscal year. I believe we are all on the same page now with
866 respect to the budget.

867

868 Councilman Clay asked, on line 526170, page 2 of 3, what was it in the past? We set it
869 this year to zero. And, do we think that with her qualifications we don't need that
870 contractual service anymore?

871

872 City Manager Terrence Moore said that's right. The actual amount is \$26,000.00. Prime
873 Engineering in their assistance, we have made a number of intradepartmental budget
874 adjustments, including the salary line item. Loretta is licensed in Ohio and Georgia;
875 thereby, we don't think there is a need in this regard.

876

877 Councilman Clay said very good.

878

879 City Manager Terrence Moore said we reduced the allocation from \$10,000.00 to
880 \$5,000.00 for any incidentals that she may require in her role as City Engineer. I think
881 we are blessed to have her.

882

883 Councilman Clay said that's the only question I had.

884

885 Councilman Allen said I have no questions. Welcome aboard.

886

887 City Engineer Loretta Washington said I look forward to meeting you all.

888

889 Mayor Motley Broom asked, where are we on the Global Gateway Bridge at this point?

890

891 City Manager Terrence Moore said it is still a moving target.

892

893 Special Projects Administrator Jackson Myers said right now we put in an application for
894 a grant. ARC met with them. We are looking at the bridge costing around \$9 million to
895 be exact.

896

897 Mayor Motley Broom said I see in Fiscal Year 2021, the project will cost \$6 million.

898

899 Special Projects Administrator Jackson Myers said we are figuring out what information
900 ARC is supposed to give us. We are looking at getting the project done with GDOT in
901 June of 2020.

902

903 Councilman Clay asked, does that interfere in any way with the pipeline?

904

905 Special Projects Administrator Jackson Myers said no.

906

907 Mayor Motley Broom asked, are we going to get a contract in June, or on schedule to get
908 a contract in June?

909

910 Special Projects Administrator Jackson Myers said we are on schedule in June to get
911 grant funds from ARC. The project is \$9 million, and I am asking for the \$9 million.
912 There will be a percentage that we have to contribute to it. We have the money in the

913 Fulton County TSPLOST to go towards the bridge because the bridge is in Clayton
914 County.

915

916 Councilman Clay asked, if everything went well, when will we start moving dirt?

917

918 Special Projects Administrator Jackson Myers said we will start moving dirt about 60
919 days from the time we get the contract and the time we do the bidding.

920

921 Councilman Clay asked, so August?

922

923 Special Projects Administrator Jackson Myers said we are hoping August would be a
924 good time frame to start moving dirt for the bridge. Right now I can't even get ARC to
925 find out what is going on. Public Works has been real instrumental in helping us with
926 this project, too.

927

928 Mayor Motley Broom said the elevated water storage tank and booster, I get the reason
929 for the request.

930

931 Special Projects Administrator Jackson Myers said we only have 2 elevated tanks right
932 now, and we are putting in additional hotels. Public Works is going through a Water
933 Model Study by Kimley-Horn right now that is going to tell us if we are good to go, or
934 there are shortfalls. We have to be sure that we have enough elevated tanks in the air to
935 support fire.

936

937 Mayor Motley Broom asked, how would we be able to receive any assistance for another
938 tower? Could we partner with any of our local regional authorities, or do we have to bear
939 the cost ourselves?

940

941 Special Projects Administrator Jackson Myers said I have not found anything. If we can
942 get a forgiveness grant to purchase an elevated tank, that would be a great opportunity for
943 the city.

944

945 Mayor Motley Broom said the Ridership Allocation Study for the APM, what is the
946 reason for requesting that?

947

948 Special Projects Administrator Jackson Myers said with the new parking deck that is
949 coming on board, we need to make sure that the numbers we are relying on others to give
950 us are the numbers of ridership out there to what we are paying for.

951

952 Councilman Clay said good idea.

953

954 Mayor Motley Broom agreed.

955

956 Mayor Motley Broom asked, the road street design and construction, is that not part of
957 Six West?

958

959 Special Projects Administrator Jackson Myers said that was my understanding of what
960 Artie was talking about yesterday evening.

961
962 City Manager Terrence Moore said that concludes tonight’s exercise. We will convene
963 tomorrow.

964
965 Mayor Motley Broom declared the budget session adjourned at 8:39 p.m.

966
967
968
969
970
971
972
973
974

CITY OF COLLEGE PARK

975
976
977

Bianca Motley Broom, Mayor

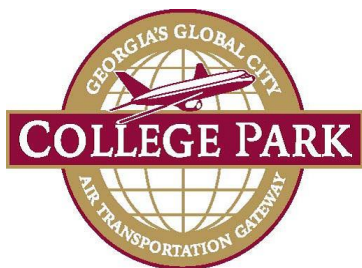
978
979
980

ATTEST:

981
982
983
984
985

Shavala Moore, City Clerk

986
987



CITY OF COLLEGE PARK

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

PROCLAMATION

DOC ID: 8134

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Proclamation-National Public Works Week

The Department of Public Works is proud to announce "The Rhythm of Public Works" as the theme for the 2020 National Public Works Week May 17 - 23, 2020.

Although we cannot celebrate our week amid the COVID- 19 pandemic, we challenge our City officials, business owners, and citizens of College Park to think about their community workers as a symphony of essential services, working in concert to create a great place to live. Every community has a rhythm, a heartbeat that reflects its essence and tempo of life.

Public works employees and managers keeps the community's rhythm moving by providing an orchestra of infrastructure services in transportation, water, wastewater, and stormwater, solid waste, public buildings and spaces, parks, and grounds, emergency management as first responders, and right-of-way management.

Our teamwork provides the harmony needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services during this pandemic. We are proud to be a part of this great City.

ATTACHMENTS:

- National Public Works Week Proclamation-2020 (PDF)
- Public Works Week 2020 Flyer (PDF)

Review:

- Mike Mason Pending
- Rosyline Robinson Pending
- Terrence R. Moore Pending

- Mayor & City Council Pending 05/18/2020 7:30 PM



City of College Park

Proclamation

WHEREAS: The Department of Public Works professionals focus on infrastructure, facilities/services that are of vital importance to our community public health, the high quality of life and well-being of the citizens that live in the City of College Park Georgia; and

WHEREAS: These infrastructures, facilities and services could not be provided without the dedicated effort from the men and women in the Department of Public Works; which includes the following divisions: Water & Sewer, Sanitation, Buildings & Grounds, Parks, Highways & Streets, and Storm Water Utility who are responsible for the beautification and other structures and facilities essential for our citizens; and

WHEREAS: It's in the best interest of our citizens to have an understanding of the importance of the Public Works programs in their respective City that are utilized daily; and

WHEREAS: American Public Works Association (APWA) is proud to announce "**The Rhythm of Public Works**" as the theme for the National Public Works Week, May 17- 23, 2020.

This year amid the COVID- 19 pandemic, we challenge our City officials, business owners, and citizens of College Park to think about their community workers as a symphony of essential services, working in concert to create a great place to live. Every community has a rhythm, a heartbeat that reflects its essence and tempo of life.

Public works employees and managers keeps the community's rhythm moving by providing an orchestra of infrastructure services in transportation, water, wastewater, and stormwater, solid waste, public buildings and spaces, parks, and grounds, emergency management as first responders, and right-of-way management.

Our teamwork provides the harmony needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services during this pandemic.

NOW, THEREFORE BE IT RESOLVED: that the Mayor and City Council of the City of College Park, Georgia do hereby designate the week May 17-23, 2020 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of College Park, and calls upon all citizens and civic organizations to proudly salute and thank the Public Works professionals who work tirelessly every day to strengthen the bond that keeps us all connected.

PROCLAIMED THIS 18th DAY OF MAY, 2020.

ATTEST:

Shavala Moore, City Clerk

Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick D. Gay, Councilman



The Department of Public Works is proud to announce "The Rhythm of Public Works" as the theme for the 2020 National Public Works Week May 17 – 23, 2020

This year amid the COVID- 19 pandemic, we challenge our City officials, business owners, and citizens of College Park to think about their community workers as a symphony of essential services, working in concert to create a great place to live. Every community has a rhythm, a heartbeat that reflects its essence and tempo of life.

Public works employees and managers keeps the community's rhythm moving by providing an orchestra of infrastructure services in transportation, water, wastewater, and stormwater, solid waste, public buildings and spaces, parks, and grounds, emergency management as first responders, and right-of-way management.

Our teamwork provides the harmony needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services during this pandemic. We are proud to be a part of this great City.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8110

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Ordinances and Resolutions Update

PURPOSE: To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

REASON: To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

CITY COUNCIL HEARING DATE: May 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

- 2020 ORDINANCES (DOC)
- 2020 Resolutions (DOCX)

Review:

- Shavala Moore Completed 05/13/2020 10:20 PM
- Rosyline Robinson Completed 05/14/2020 9:14 AM
- Terrence R. Moore Completed 05/14/2020 10:40 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

2020 ORDINANCES

<u>Ord. No.</u>	<u>Ordinance</u>	<u>Adopted</u>
2020-01	120-Day Moratorium on Tire Shops	2-17-2020
2020-02	State of Emergency Ordinance	3-19-2020
2020-03	Emergency Coronavirus Ordinance – Shelter in Place	3-25-2020
2020-04	Modify State of Emerg. Ord. add Virtual Meetings	4-06-2020
2020-05	Ethics Ordinance	4-20-2020
2020-06	Annexation of 5391 W. Fayetteville Road	4-20-2020
2020-07	Rezoning of 53991 W. Fayetteville Road	4-20-2020
2020-08	Multi-Family Maintenance Ordinance	PENDING

2020 Resolutions

<u>Number</u>	<u>Name</u>	<u>Adopted</u>
2020-01	Mayor Longino – Years of Service Resolution	1/6/2020
2020-02	NLC Service Line Warranty Agreement Resolution	1/6/2020
2020-03	Execution of the MEAG Power Municipal Competitive Trust Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	PENDING



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8139

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Fulton County: CDBG Cooperation Agreement - PY 2021 thru 2023

The Community Development Block Grant (CDBG) program is the key tool our city uses to revitalize low and moderate-income neighborhoods and serve the people who live in them. Administered by the U.S. Department of Housing and Urban Development. CDBG programs have served thousands of communities across the nation. “Entitlement” communities receive funds directly from the federal government based on a highly targeted formula. As we are not an “Entitlement” city, our funding comes from the Fulton County Board of Commissioners. Those funds go to the County which administers CDBG resources to smaller towns and communities on a competitive basis. The CDBG program allows local governments the flexibility to design their own comprehensive revitalization plans in the context of targeted objectives to serve low and moderate income people.

Every three years, Fulton County, as the lead entity for the Fulton County Urban County CDBG Program, is required to re-qualify as an Urban County along with each of its municipal partners. As such, the Fulton County CDBG Program Office is requesting documentation of the City’s intent to participate in the Fulton County Urban County CDBG Program.

Council Action Required:

1. Obtain a formal majority vote by the City Council at a regularly scheduled or special meeting prior to June 5, 2020 to rejoin the Fulton County Urban County CDBG Program; and
2. Authorize the Mayor to execute and the City Clerk to certify all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Fulton County CDBG Program.

We request the approval of the Mayor and City Council to continue this program with Fulton County.

ATTACHMENTS:

- FW_ City of College Park Fulton County_ Cooperation Agreement - PY 2021 thru 2023 (PDF)
- College Park-Cooperation Agreement-Letter5.12.20 (DOCX)
- Fulton Co Community Development Block Grant Program-Resolution No. 2020-09 (DOCX)
- College Park- Cooperation Agreement-PY2021 thru PY2023 (DOCX)
- Final CP Cooperation Agreement- (PY2021-PY2023 with City edits) (PDF)
- CP and FC Cooperation Agreement- Redline (PDF)

Review:

- | | | |
|--------------------------|-----------|---------------------|
| • Terrence R. Moore | Completed | 05/13/2020 4:00 PM |
| • Rosyline Robinson | Completed | 05/13/2020 4:10 PM |
| • City Attorney's Office | Completed | 05/14/2020 9:27 AM |
| • Terrence R. Moore | Completed | 05/14/2020 10:40 AM |
| • Mayor & City Council | Pending | 05/18/2020 7:30 PM |

From: [Terrence Moore](#)
To: [Rosylne Robinson](#)
Subject: FW: City of College Park Fulton County: Cooperation Agreement - PY 2021 thru 2023
Date: Wednesday, May 13, 2020 1:50:52 PM
Attachments: [College Park-Cooperation Agreement-Letter5.12.20.docx](#)
[ATT00001.htm](#)
[College Park- Cooperation Agreement-PY2021 thru PY2023.docx](#)
[ATT00002.htm](#)
[Outlook-tj1r041s.png](#)

Roz:

Please include as noted.

Thanks.

Terrence

From: Bianca Motley Broom <bmotleybroom@collegeparkga.com>
Sent: Wednesday, May 13, 2020 1:44 PM
To: Shavala Moore <smoore@collegeparkga.com>; Terrence Moore <tmoore@collegeparkga.com>
Subject: Fw: City of College Park Fulton County: Cooperation Agreement - PY 2021 thru 2023

We need to add this to next week's agenda.

Thanks,
Bianca



Bianca Motley Broom

Mayor

City of College Park

3667 Main Street · College Park, GA 30337

Office: (404) 669-3755 · Cell: (470) 476-1020

bmotleybroom@collegeparkga.com · www.collegeparkga.com

From: Roshell, Pamela <Pamela.Roshell@fultoncountyga.gov>
Sent: Tuesday, May 12, 2020 1:29 PM
To: Bianca Motley Broom <bmotleybroom@collegeparkga.com>
Cc: Pitts, Robb <Robb.Pitts@fultoncountyga.gov>; Thomas, Harriet <Harriet.Thomas@fultoncountyga.gov>; Roach, Anna <Anna.Roach@fultoncountyga.gov>; Perkins-Hooker, Patrise <[Patrie.Perkins-Hooker@fultoncountyga.gov](mailto:Patrise.Perkins-Hooker@fultoncountyga.gov)>; Benjamin, Kim <Kim.Benjamin@fultoncountyga.gov>; Redd, Mia <Mia.Redd@fultoncountyga.gov>
Subject: City of College Park Fulton County: Cooperation Agreement - PY 2021 thru 2023

Good afternoon, Mayor Motley Broom.

Please find attached the correspondence referenced below:

1. Cooperation Agreement Cover Letter
2. Cooperation Agreement Program Year [PY] 2021 thru 2023

Thank you for your partnership to service low to moderate income communities.

Respectfully,
Pamela Roshell

Pamela Roshell, PhD, MSW

Deputy Chief Operating Officer, Health & Human Services
Office of the County Manager

[404-612-1243](tel:404-612-1243) (office)

[404-602-2577](tel:404-602-2577) (cell)

Connect with Fulton County:

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton](#)
[E-News](#)



Fulton County
Department of Community Development



May 12, 2020

The Honorable Mayor Bianca Motley Broom
 College Park City Hall
 3667 Main Street
 College Park, GA 30337

Re: Cooperation Agreement for Program Years January 1, 2021 – December 31, 2023

Dear Mayor Motley Broom:

Every three years, Fulton County, as the lead entity for the Fulton County Urban County CDBG Program, is required to re-qualify as an Urban County along with each of its municipal partners. As such, the Fulton County CDBG Program Office is requesting documentation of the City's intent to participate in the Fulton County Urban County CDBG Program. If the City elects to participate for the next three years, please pass a resolution to authorize the chief elected official to execute an agreement that allows for continual participation in the Fulton County Urban County CDBG Program. If the City elects to not participate, please send a formal declination that excludes participation in Fulton County's Urban County CDBG Program. *(Fulton County is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the City of College Park notifies the Fulton County CDBG Program Office in writing by Friday, June 5, 2020).*

This letter serves as notification that the City of College Park is not eligible to apply for CDBG grants under the State CDBG program while it is a part of an Urban County, and in becoming a part of the Urban County, City of College Park automatically participates in the HOME and ESG programs if the Urban County receives HOME and ESG funding, respectively. If a jurisdiction decides to exclude itself from Fulton County's Urban County, it may compete statewide through the Georgia State Department of Community Affairs (DCA) CDBG Program for any future CDBG funding.

We have enjoyed working with the City of College Park over the years and we know that the CDBG funds invested in the City of College Park has funded numerous public improvements, supported nonprofit agencies, and provided assistance to low and moderate income families.



Fulton County
Department of Community Development



Page 2 of 2
 City of College Park
 Cooperation Agreement Program Years 2021- 2023

To remain a part of the Fulton County Urban County, the City should take the following steps:

Council Action Required

- Obtain a formal majority vote by the City Council at a regularly scheduled or special meeting prior to June 5, 2020 to rejoin the Fulton County Urban County CDBG Program; and
- Authorize the Mayor to execute and the City Clerk to certify all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Fulton County CDBG Program.

Mayor/Clerk Action Required

- Execute Federal Program Year [PY] 2021-2023 Cooperation Agreement with original signatures on all 5 copies.
- Return all 5 copies of PY2021-2023 Cooperation Agreements and copies of the City's authorizations [agenda and minutes] to the Fulton County CDBG Program Office- Attention Kim Benjamin, CDBG Community Development Manager, by Friday, June 12, 2020.
- If your City chooses to exclude itself from the Fulton County Urban County CDBG Program, you are required to notify the County in writing that the City wishes to be excluded from participation in Fulton County's Urban County program at the expiration of the current agreement by Friday, June 5, 2020.

Should you have any questions regarding the execution of the attached City of College Park Cooperation Agreement, please contact me at (404) 612-1243 or via email at Pamela.roshell@fultoncountyga.gov

Sincerely,

Pamela Roshell, PhD
 Interim Director and
 Deputy Chief Operating Officer

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners
 Richard Dick Anderson, County Manager
 Anna Roach, Chief Operating Officer
 Patrise Perkins- Hooker, County Attorney

1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3

4 RESOLUTION NO. 2020-09

5

6 WHEREAS, the City of College Park, Georgia, desires to be included as part of the Fulton
7 County's Community Development Block Grant (CDBG, ESG and HOME) programs for Program
8 Years January 1, 2021 through December 31, 2023 to be automatically renewed thereafter; and

9

10 WHEREAS, the attached U.S. Department of Housing and Urban Development CDBG
11 Program Urban County Qualification Cooperation Agreement for Fulton County, Georgia and the
12 City of College Park, Georgia has been prepared for said purposes; and

13

14 WHEREAS, evidence authorizing execution of said Agreement must accompany the
15 Agreement upon its submission to the U.S. Department of Housing and Urban Development.

16

17 NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of
18 College Park, Georgia that:

19

- 20 1. The attached Cooperation Agreement is hereby approved; and
- 21 2. The Mayor is hereby authorized to execute said Agreement in accordance with directives
- 22 under the CDBG program.

23

24 RESOLVED this _____ day of _____, 2020.

25

26

CITY OF COLLEGE PARK, GEORGIA

27

28

29

30

BIANCA MOTLEY BROOM, Mayor

31 **ATTEST:**

32

33

34

35

SHAVALA MOORE, City Clerk

36

37

38 **APPROVED AS TO FORM:**

39

40

41

City Attorney

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of College Park

Program Years

January 1, 2021 – December 31, 2023

AUTHORITY: HUD - NOTICE CPD-19-04

TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval.....7

Section 7: Program Income7

Section 8: Authorizations 8

Section 9: Agreement Execution9

Section 10: City Clerk Certification10

Section 11: Legal Opinion 11

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**COOPERATION AGREEMENT****[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]****Program Year 2021 - 2023**

This Cooperation Agreement made this ____ day of _____, 2020, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of College Park**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2021 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2021.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it: 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2021 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing: a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of College Park** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of College Park:

For Fulton County:

Bianca Motley Broom, Mayor
City of College Park

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

Typed or printed name and title

Date of Signature

Date of Signature

Attest: _____
County Clerk

Attest: _____
Signature

Attestor Type or printed name and title

Date of Signature

Attestor Typed or printed name and title

[IMPRINT COUNTY SEAL HERE]

Date of Signature

Pamela Roshell, PhD
Deputy Chief Operating Officer and
Interim Director of
Community Development Department

Date of Signature

City of College Park Resolution Item Number: _____

City Council Approval Meeting Date: _____

Section 10: City Clerk Certification

Name of City: City of College Park

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2021, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of College Park City Clerk

Print Name of College Park City Clerk

Date

Attest: Signature

Print Name of Attestor

Date of Signature

Section 11: Legal Opinion

For City of College Park

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **College Park City Attorney**

_____ **Name of City Attorney [Typed or Printed]**

_____ Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **Fulton County Attorney**

_____ **Name of Fulton County Attorney [Typed or Printed]**

_____ Date of Approval

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of College Park

Program Years

January 1, 2021 – December 31, 2023

AUTHORITY: HUD - NOTICE CPD-19-04

TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 4

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 5

Section 6: CDBG Eligible Project Approval.....6

Section 7: Program Income6

Section 8: Authorizations 7

Section 9: Agreement Execution8

Section 10: City Clerk Certification9

Section 11: Legal Opinion 10

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]

Program Year 2021 - 2023

This Cooperation Agreement made this ____ day of _____, 2020, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of College Park**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2021 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2021.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG “fair share” dollar amount based on the City’s percentage of the County’s total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2021 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification

period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of College Park** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of College Park:

For Fulton County:

**Bianca Motley Broom, Mayor
City of College Park**

**Robb L. Pitts, Chairman
Fulton County Board of Commissioners**

Date of Signature

Date of Signature

Attest:

City Clerk

Attest:

County Clerk

Attestor Typed or printed name

Attestor Typed or printed name

Date of Signature

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Pamela Roshell, PhD
Deputy Chief Operating Officer and
Interim Director of
Community Development Department

Date of Signature

City of College Park Resolution Item Number: _____

City Council Approval Meeting Date: _____

Section 10: City Clerk Certification

Name of City: City of College Park

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2021, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of College Park City Clerk

Print Name of College Park City Clerk

Date

Attest: Signature

Print Name of Attestor

Date of Signature

Section 11: Legal Opinion

For City of College Park

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **College Park City Attorney**

_____ **Name of City Attorney [Typed or Printed]**

_____ Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **Fulton County Attorney**

_____ **Name of Fulton County Attorney [Typed or Printed]**

_____ Date of Approval

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of College Park

Program Years

January 1, 2021 – December 31, 2023

AUTHORITY: HUD - NOTICE CPD-19-04

TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 4

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 5

Section 6: CDBG Eligible Project Approval.....6

Section 7: Program Income6

Section 8: Authorizations 7

Section 9: Agreement Execution8

Section 10: City Clerk Certification9

Section 11: Legal Opinion 10

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]

Program Year 2021 - 2023

This Cooperation Agreement made this ____ day of _____, 2020, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of College Park**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2021 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2021.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG “fair share” dollar amount based on the City’s percentage of the County’s total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2021 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification

period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.



b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of College Park** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of College Park:

For Fulton County:

**Bianca Motley Broom, Mayor
City of College Park**

**Robb L. Pitts, Chairman
Fulton County Board of Commissioners**

Date of Signature

Date of Signature

Attest:

City Clerk

Attest:

County Clerk

Attestor Typed or printed name

Attestor Typed or printed name

Date of Signature

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Pamela Roshell, PhD
Deputy Chief Operating Officer and
Interim Director of
Community Development Department

Date of Signature

City of College Park Resolution Item Number: _____

City Council Approval Meeting Date: _____

Section 10: City Clerk Certification

Name of City: City of College Park

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2021, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of College Park City Clerk

Print Name of College Park City Clerk

Date

Attest: Signature

Print Name of Attestor

Date of Signature

Section 11: Legal Opinion

For City of College Park

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **College Park City Attorney**

_____ **Name of City Attorney [Typed or Printed]**

_____ Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **Fulton County Attorney**

_____ **Name of Fulton County Attorney [Typed or Printed]**

_____ Date of Approval



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8113

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Sale of Excess Power to the City of Washington, GA

PURPOSE: To receive approval if the Mayor and City Council for the sale of up to 6 MW of excess power to the City of Washington for a period of 24 months.

REASON: College Park Power has excess power available, now up to 30 MW.

RECOMMENDATION: Approve the attached agreements for excess power sales from June 1, 2020 through May 31, 2022 at 2.536 cents per KWH (or \$25.36 per MWH).

This sales agreement is different from those in the past that were 24 x 7 at full capacity. This will be a load-following sales or power as needed. The full 6 MW will not be billed around the clock.

Note: As of May 12, 2020, the City of Washington has not given the final go ahead but this is added to the agenda in anticipation of their approval.

BACKGROUND: Excess power can be sold on the market to other utilities as needed or by contract. Contract sales are through an Inter Participant Transfer by MEAG Power. The advantage to contract sales is a guarantee to the recipient of energy, capacity, and price and a guarantee of sales by the provider.

Actual average prices (cents/KWH):

2016	2.572
2017	2.774
2018	3.313
2019	2.649
2020	1.919 Through March

The 2 year projected average price is 2.336 cents per KWH.

We added .2 cents per KWH in anticipation of a possible spike in market prices for one month.

COST TO CITY: N/A

BUDGETED ITEM: Yes, assuming market sales.

REVENUE TO CITY: up to \$2.7 million in MEAG Power credits.

CITY COUNCIL HEARING DATE: May 18, 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

ATTACHMENTS:

- City of Washington IPT Agreement (PDF)

Review:

- Hugh Richardson Completed 05/07/2020 4:38 PM
- City Attorney's Office Completed 05/08/2020 6:04 PM
- Rosyline Robinson Completed 05/11/2020 8:51 AM
- Terrence R. Moore Completed 05/14/2020 10:41 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

May 7, 2020

City of College Park, Georgia
Attn: Honorable Bianca Motley Broom, Mayor
3667 Main Street
College Park, GA 30337

City of Washington, Georgia
Attn: Honorable Bill DeGolian, Mayor
102 E. Liberty Street
Washington, GA 30673

**Re: MEAG Power Sale of Excess Power to City of Washington
on Behalf of the City of College Park**

Dear Mayor Motley Broom and Mayor DeGolian:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of College Park, Georgia ("College Park"), and the City of Washington, Georgia ("Washington"), for MEAG Power's sale on behalf of College Park of certain excess power to Washington pursuant to Section 312 of the Power Sales Contract between MEAG Power and College Park. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, College Park and Washington, it is understood and agreed that:

(1) Sale of Excess Power by MEAG Power on Behalf of College Park.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and College Park, College Park has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. College Park has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Washington this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

(b) This Sale Amount shall not reduce College Park's Entitlement Share of output and services under the Power Sales Contract, and College Park shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Washington for the Sale Amount pursuant to this Letter Agreement shall be credited to College Park's obligation to MEAG Power to pay for its Entitlement Share.

(c) MEAG Power shall treat that portion of the output sold to Washington on behalf of College Park as Washington's resource from delivery at level B-1.

(2) Purchase of Excess Power by Washington. Washington agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Washington for such amount and Washington shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Washington.

(3) Costs. College Park shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to College Park to enable it to verify any such costs.

(4) Indemnification. College Park hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, College Park's sale of excess power pursuant to this Letter Agreement.

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of College Park and Washington, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By: _____

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Agreed to and accepted, this ____ day
of _____, 2020.

Agreed to and accepted, this ____ day
of _____, 2020.

CITY OF COLLEGE PARK

CITY OF WASHINGTON

By: _____
Bianca Motley Broom, Mayor

By: _____
Bill DeGolian, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

[SEAL]

[SEAL]

Product: Capacity and Load Following Energy

Term: Beginning hour 0000 Central Prevailing Time June 1, 2020 through hour ending 2400 Central Prevailing Time May 31, 2022

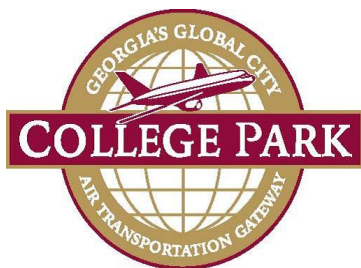
Contract Quantity: up to maximum of 6.15171 MW at B-1 in each hour

Reserve Obligation: For capacity and reserve obligation calculations, College Park will be responsible for 6.15171 MW at B-1

Transmission: Washington is responsible for all transmissions costs and feeder charges (if any).

Energy Pricing: \$25.36/MWh at B-1

Reserve Capacity Pricing: \$0.00/kW-year at B-1 (already included w/ Energy)



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8111

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Wade Elmore, Fire Chief

RE: Purchase of Extractor (Protective Gear cleaning machine)

PURPOSE: To replace the Washer/Extractor at Fire Station # 1.

REASON: The current extractor is 20 years old, inoperable and beyond repair; replacement parts have been discontinued, rendering the equipment obsolete.

RECOMMENDATION: Mayor and Council Approval.

BACKGROUND: The extractor/washer is used to clean the Firefighter PPE (Personal Protective Equipment) Turn out gear. The current machine is over 20 years old and is now inoperable. The service technician deemed the equipment obsolete and advised that the parts for repair are discontinued.

YEARS OF SERVICE: N/A

COST TO CITY: \$10,637.75

BUDGETED ITEM: No; Funds are not available - will be charged 100-3500-54-7630 (Building Fire)

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: May 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A**STAFF:** Fire Department (Suppression)**ATTACHMENTS:**

- Quote- Southeast Laundry (Extractor) SELQ29114-00_Purchase.pdf 5.6.2020(PDF)

Review:

- Wade Elmore Completed 05/07/2020 12:17 PM
- Rosyline Robinson Completed 05/09/2020 11:08 AM
- Purchasing Completed 05/11/2020 8:59 AM
- Finance Completed 05/12/2020 11:43 PM
- Terrence R. Moore Completed 05/13/2020 4:05 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM



1105 Shana Court, Suite I, Marietta, GA 30066 Phone (800) 522-9274 Fax (800) 867-6073

www.selaundry.com

Purchase And Security Agreement

Sales Rep Jack Wilson

Quote # SELQ29114

Dated 4/16/2020

****Expires**

**Quote Valid for 30 Days Unless Otherwise Noted

Sold To:

Acct # 32074/30908

Damon Jones

COLLEGE PARK FIRE STATION

1860 GODBY RD

College Park

Atlanta, GA 30349

United States

Phone: 404-766-8248

Fax:

Cell:

Email: DJones@collegeparkga.com

Ship To:

Acct # 32074/30908

Damon Jones

COLLEGE PARK FIRE STATION

1860 GODBY RD

College Park

Atlanta, GA 30349

United States


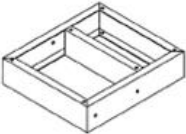
Phone: 404-766-8248

Fax:

Cell:

Email: DJones@collegeparkga.com

Here is the quote you requested.

	Mfg. & Model#	Description	Qty.	Unit Price	Ext. Price
	Dexter WN0900XA-12EV2X-SSKCS-USX	WasherExtractor - RigidMount T900 On Premise Washer -Sixty Pound (60#) Capacity -Extra Large 9.00 C.F Cylinder -Black Graphic Panel -3.0 HP Motor, 3 Speed Inverter Drive -High Speed Energy Efficient 100 G-Force Extraction -Large 19.25" Door Opening -Simple, User Friendly Touch Pad Controls -6 Wash Cycles (Formulas), Can Easily Customized -Automatic Chemical Injection - Dry or Liquid Supplies -Dimensions (WxDxH) 34.39" X 38.75" X 55.5" -Weight 961 Lbs -Electrical Service 208-240V, 60C, 1/3 PH	1	\$9,009.75	\$9,009.75
	MBU SB60X6X1	Steel Base(s) Steel Base for T900 (60#) WX *Single Unit *6" High *Black Color	1	\$338.00	\$338.00
	Installation INST		1	\$980.00	\$980.00

See Terms & Special Conditions/Provisions Listed Below

Mfg. & Model#	Description	Qty.	Unit Price	Ext. Price
Freight FRT		1	\$310.00	\$310.00

***Total \$10,637.75**

Deposit Amt. Required \$2,659.44

***Pricing does not include sales tax.
If applicable, sales tax will appear on invoice.**

Terms of Sale

25% DOWN, BALANCE DUE AT DELIVERY, PENDING CREDIT APPROVAL

- Signed sales agreement returned to Marietta, GA with deposit required.
- Balance due at delivery, pending credit approval.
- Purchaser agrees to pay interest at the rate of 1.5% per month on amounts not paid when due.
- Credit Card: Pricing is for cash sale only. Credit Card payments are subject to a 3% transaction fee.
- Financing Available: Subject to credit approval by lenders other than Southeastern.

Acceptance Agreement

Purchaser agrees not to withhold payment under the terms of this contract when delivery, installation and/or start-up are delayed at the request of the Purchaser no matter the cause or reason. Purchaser further agrees to pay any and all storage charges, including additional freight and delivery fees accrued due to the Purchaser's inability to accept equipment which has been shipped when requested below.

Special Conditions/Provisions of Delivery & Installation

SPECIAL CONDITIONS/PROVISIONS OF DELIVERY & INSTALLATION:

- Adequate access (ingress/egress) and all mechanicals/utilities provided by others.
- Removal and disposal of old equipment are inclusive (if required).
- Installation includes receiving, delivery to job site, rig in place. Bolt, level, and grout as required.
- Installation pricing is based on one trip to complete work. Any additional trips will be billable.
- Final connections to mechanicals/utilities within 5 feet at time of delivery only.
- Connect venting within 5 feet of dryers.
- This quote is based on satisfactory concrete to support equipment.
- Seller is not responsible for unknown/unseen utilities located under concrete, in walls & ceilings.
- NO MODIFICATIONS TO EXISTING UTILITIES ARE INCLUDED.
- Labor Warranty: 90 days.
- Manufacturers' prices and taxes subject to change without notice.

Purchaser hereby grants Southeastern Laundry Equipment (Seller) a first priority purchase money security interest and lien in and to all of the equipment and parts purchased as referred to above pursuant to this proposal. Purchaser hereby authorizes Southeastern Laundry Equipment to file any and all UCC financing statements and other instruments without the signature of purchaser as Southeastern Laundry Equipment deems necessary to perfect and maintain a first priority security interest in and to the purchased equipment. This instrument shall be deemed a security agreement under the UCC. No UCC will be filed if the equipment is paid according to the terms on the contract. Any UCC filings are released once equipment has been paid in full.

Please acknowledge your agreement with the above terms and conditions by executing where indicated below. You may return the executed copy by mail, email or fax. (Fax # 800-867-6073)

Respectfully,

Jack Wilson

1105 Shana Court
Marietta, GA 30066

Phone (770) 928-0080

Fax (770) 928-3263

EMail jack@selaundry.com

X _____
Purchaser's Signature:

X _____
Print Name:

X _____
Business Legal Name

X _____
Date

X _____
Requested Delivery Date

Initialed _____

COLLEGE PARK FIRE STATION

SELQ29114



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8112

DATE: May 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Solid Waste Disposal Contract Extension

PURPOSE: To seek the approval of Mayor and Council for a one-year extension of the solid waste disposal fee contract with BFI Transfer System of Georgia, LLC / Republic Services of Georgia “East Point Transfer Station” for the disposal of commercial and residential solid and yard waste.

REASON: The City does not own or operate a Landfill or Transfer Station therefore must acquire outside services for the disposal of solid and yard waste.

RECOMMENDATION: Mayor and City Council approve to extend the current contract with BFI Transfer System of Georgia, LLC/Republic Services of Georgia “East Point Transfer Station” as the City of College Park’s solid waste disposal facility at the same rate as last year in the amount of \$45.00 per ton at an estimated annual cost of \$592,800.00 based on 2020 tonnage.

BACKGROUND: The facility is also located 3.9 miles, one way cutting down on travel time as well as saving on fuel.

COST TO CITY: \$45.00 per ton. Estimated annual cost \$592,800.00 based on 2020 tonnage.

BUDGETED ITEM: Yes. Sanitation Account # 540-4300-52-6120-Landfill Charges.

REVENUE TO CITY: No

CITY COUNCIL HEARING DATE: May 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: No

AFFECTED AGENCIES: NONE

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Sanitation Division

ATTACHMENTS:

- Solid Waste Contract (PDF)

Review:

- Mike Mason Completed 05/11/2020 10:52 AM
- City Attorney's Office Completed 05/11/2020 12:33 PM
- Rosylene Robinson Completed 05/11/2020 4:27 PM
- Terrence R. Moore Completed 05/13/2020 4:06 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM

STATE OF GEORGIA
COUNTY OF FULTON

SOLID WASTE DISPOSAL AGREEMENT WITH REPUBLIC SERVICES

This Agreement made and entered into this 1st day of July, 2019, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Republic Services, a Georgia Corporation (hereinafter "the Contractor" or "Republic"), witnesseth:

WHEREAS, the Contractor provides solid waste disposal; and

WHEREAS, the City desires to retain such services of Contractor under the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall waste disposal serves of City's solid waste delivered to contractor, as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.
2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from the date of execution of this Agreement, not to exceed June 30, 2020.
3. **COSTS AND RETAINAGE:**
The Costs of Service are detailed in **Exhibit A**.
4. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the Warranty provisions of the this Agreement.
5. **WORK ON THE CITY'S DESIGNATED PREMISES:** When 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 acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage

caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry 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 ten (10) days' prior written notice of cancellation of the coverage.

6. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

7. **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.

8. **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 ninety (90) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of

this Agreement to the extent not terminated hereunder.

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or 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 or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a 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 had 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.
8. **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. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid a prorated amount equal to the time period in which the services were provided.
9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
10. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may

be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
Attn: Steven M. Fincher, Esq.
8024 Fair Oaks Court
Jonesboro, Georgia 30326

If to the Contractor:

REPUBLIC SERVICES
Attn: _____

15. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

16. **RELATIONSHIP OF PARTIES**

(a)Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b)Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or

state payroll tax will be deducted from payments made to 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 the City.

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, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

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. **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.

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. **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.

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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



Republic Services Disposal Agreement (Not for Special Waste)

Billing Information		
City of College Park		
Address 3667 Main Street		
City	State	Zip Code
College Park	Georgia	30337
Contact Name Mike Mason	Phone #	
	404-669-3778	

Republic Contract Disposal Facilities:	
City of East Point Transfer Station	
3125 S. Martin Street	
East Point	Georgia 30344

RSG Contact Information:

Monica Moseley 404-202-1536

Unit of Measure		
Disposal Fee	\$ 45.00	Per Ton
Host Fee	\$ 0	Per Ton
Administrative Fee	\$ 0	Per Month
Environmental Fee	\$ 0	No
Fuel Recovery Fee	\$ 0	No
Other Fees		
Minimum Volume	1 TON	Unit of measure above
Maximum Volume	none	Unit of measure above
True up Period for Minimum Volume	- N/A	
Special Instructions	none	

Waste Types			
MSW	X	CD	ADC ETC
Invoice Period			
Weekly		Monthly	x

Contract Effective Date: 7/1/2019

All Payments are due within 30 days of Invoice Date

Customer agrees to the above rate and the terms and conditions on the following pages of the agreement.	
By:	By:
Signature: _____ Date: _____	Signature: _____ Date: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Initial and Date: _____

ADDENDUM TO SECURITY SERVICES AGREEMENT

This Addendum (the "Addendum") to the Security Services Agreement is entered into as of the 16th day of Oct 2019, by and between **BFI Transfer Systems of Georgia, LLC** ("the Contractor" or "Republic") and **City of College Park** ("the City" or "Client") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties intend to enter into the Security Services Agreement (hereinafter "Agreement") for certain waste removal services as set forth in the Agreement.

AND WHEREAS, the Parties desire to execute the Agreement with certain amended terms as modified by this Addendum, to be executed simultaneously with the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Addendum, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. The correct legal entity to sign the Agreement and perform the services for Company is "*BFI Transfer Systems of Georgia, LLC*"; hence all references to Company in the Agreement shall mean and refer to "*BFI Transfer Systems of Georgia, LLC*".
3. **Section 1, Description of Services, Page 1:** This Section is hereby revised to read as follows:

"Contractor shall waste disposal serves of City's solid waste delivered to contractor, as detailed in Exhibit A, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control. For the avoidance of any doubt it is agreed between the parties that reference to Exhibit A should be limited to the purpose of the rates only."

4. **Section 4, Assignment and Subcontracting, Page 1:** This Section is hereby revised to read as follows:

"The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that the Contractor may assign this Agreement, without consent, to an affiliate of Contractor or in connection with the sale of Contractor's business. 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."

5. **Section 5, Work on the City's Designated Premises, Page 1-2:** This section is hereby revised to read as follows:

"When 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, to the extent such injury or damage results from the negligent acts or willful misconduct of the Contractor in performance of the Services under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Contractor shall have no obligation to indemnify, defend or hold harmless City, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by City or any third party. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employers' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury. including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage, excluding workers' compensation."

6. **Section 8, Termination for Default, Page 2:** This section is hereby revised to read as follows:

- (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 mentioned in (i), (ii) and (iii) above within a period of ninety (90) days after receipt of notice from the City specifying such failure. The Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.*
- (b) *In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess actual costs incurred for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.*
- (c) *Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or 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 or negligence of either of them, the Contractor shall not be liable for any 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 a subcontractor at any tier.*
- (d) *If the City breaches any material provisions of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the Contractor specifying such breach in reasonable detail, the Contractor may terminate this Agreement by giving written notice of termination to the City.*
- (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."*

7. **Section 8, Termination for Convenience, Page 3:** This section is hereby revised to read as follows:

"The City may at any time by thirty (30) days prior written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid a prorated amount equal to the time period in which the services were provided."

8. **Exhibit B, Risk Management Requirements, Page 5-6:** Following changes needs to be made in insurance section:

- Insertion of the words *"other than workers' compensation"* after the words *"each policy"* in the third line of first paragraph of this exhibit on page 5.
- Insertion of the words *"via blanket-form endorsement"* after the words *"Additional Insured"* in the seventh line of third paragraph section titled CONTRACTS FOR MORE THAN \$50,000 of this exhibit on page 5;
- Deletion of the words *"\$5000 Medical Payments"* from the fourth line of section titled CONTRACTS FOR MORE THAN \$50,000 of this exhibit on page 5;
- Deletion of section titled *"Owner's Protective Liability"* in its entirety from the bottom of page 6.

9. **Following new sections are added to the Contract:**

23. **DEFINITIONS:**

Unacceptable Waste. *Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.*

Hazardous Waste. *Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.*

Solid Waste. *Solid Waste is any nonhazardous solid waste generated at City's Locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.*

Waste Material. *Waste Material is all Solid Waste that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.*

Applicable Law. *Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.*

24. **Payment**

City shall pay Contractor unconditionally within thirty (30) days from the receipt of an invoice and Contractor shall have the ability to charge interest on late payment. Further, Contractor should also have the ability to pass through new or increases to existing Fees & Taxes and an ability to increase the rates after signing the Agreement on account of Consumer Price Index and Change in law costs.

25. **Title and Right to Refuse or Reject Excluded Waste**

Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City."

26. **Force Majeure**

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure

event, Contractor and the City shall negotiate the additional payment to be made to Contractor. Further, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

27. Equipment and Access

Any equipment Contractor furnishes shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.

City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by City's failure to provide access.

28. Exclusivity

Contractor is granted the exclusive right to provide the service under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

City of College Park

By: Jack Henzine

Its: Mayor

Print Name: Jack Henzine

BFI Transfer Systems of Georgia, LLC

By: David W. Beracqua

Its: Area Director, Operations

Print Name: David W. Beracqua



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8128

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Wastewater Chemical Injection System

PURPOSE: To continue the pre-treatment of the City of College Park's wastewater at the City of Atlanta Department of Aviation Lift Station # 1 located on Riverdale Road.

REASON: To allow the City of College Park to meet the required pH and hydrogen sulfide levels of its waste water prior to being delivered to the City of Atlanta for treatment.

RECOMMENDATION: Mayor and City Council approve for Burnett Lime Company to provide pre-treatment of the City wastewater in the bid amount of \$137,430. Based on the 30-day trial period conducted using the Sulfa- Press product there's a potential to achieve an additional \$35,420 savings over a 12-month period.

BACKGROUND: This City has been conducting pre-treatment of its wastewater prior to being delivered to the City of Atlanta since 2015. This was done in order to raise the wastewater pH level at, or above 6.0 as well as decrease the hydrogen sulfide levels as the wastewater exit the City's Southeast Lift Station. Also, this has reduce the corrosive property of the wastewater and the potential damage it could cause to the wastewater collection infrastructure.

YEARS OF SERVICE: 5 years

COST TO CITY: \$137,430.00

BUDGETED ITEM: Yes. Water and Sewer Account # 505-4400-52-5800-R&M Sewer

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: May 18, 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: Water & Sewer

ATTACHMENTS:

- Agenda Memo ID #2020-8128 - ITB – CHEMICAL FEED SYSTEM INSTALLATION – 121019 (PDF)
- Sulfa Press 30-day Trial (PDF)
- ITB – CHEMICAL FEED SYSTEM INSTALLATION – Specs (PDF)

Review:

- Mike Mason Completed 05/11/2020 10:29 AM
- Rosyline Robinson Completed 05/11/2020 10:45 AM
- Purchasing Completed 05/11/2020 11:02 AM
- Finance Completed 05/12/2020 11:50 PM
- Terrence R. Moore Completed 05/13/2020 4:07 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2020-8128

DATE: MAY 11, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING COORDINATOR

SUBJECT: ITB - CHEMICAL FEED SYSTEM INSTALLATION - 121019
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: Chemical Feed System Installation

Budgeted item(s): This project was budgeted for the current fiscal

Recommendations: Burnett Lime Company is recommended at \$137,430.00 for this project

Explanation of recommendation in full:

This RFP was advertised in the South Fulton Neighbor for four (4) weeks beginning November 18, 2019. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com and DOAS GPR (Georgia Procurement Registry). The advertisement publish from November 18, 2019 thru the close on December 10, 2019.

The mandatory pre-bid conference was held Tuesday, November 19, 2019 at 3:00 pm at City Hall in the Administrative Conference Room; followed by a site visit conducted by Water & Sewer representatives.

There was an official bid opening scheduled for Tuesday, December 10, 2019 at 10:30 am held at City Hall in the Administrative Conference Room.



CITY OF COLLEGE PARK

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

Tabulation Matrix

ITB – CHEMICAL FEED SYSTEM INSTALLATION - 121019

	Company Name	Bid Amount	Minority Y/N Class	Is company located in CP	Previous Work w/CP?
1	Burnett Lime Company	\$137,430.00	N	N	N
2	Premier Magnesia	\$161,280.00	N	N	Y
3					
4					
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

- (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**)

City of College Park
 Willis Moody
 Purchasing/Fleet Administrator
 College Park, GA 30337

BURNETT INC.



SULFA~PRESS® Trial for City of College Park

Prepared for: Mike Mason, City of College Park, GA

Prepared by: Casey Burnett, VP, Burnett Lime Co.

March 26th, 2020

Proposal number: 002-03-2020

BURNETT INC.

TRIAL SUMMARY

Objective

Our objective for the SULFA~PRESS® full-scale trial was to fulfill the requirements after winning the bid *ITB-Chemical Feed System Installation-121019* for the City of College Park on 12/10/2019, as well as cost savings compared to Magnesium Hydroxide, feed rate reduction, improved operations, and less maintenance for the City.

Location

The Lift Station for College Park was located at 1770 Riverdale Drive, directly beside the ATL airport, and feeds downstream to the City of Atlanta Flint River Pump Station.

Issues and Solution

Although Magnesium Hydroxide can work at lift stations, the chemical has major limitations. Issues feeding Mag can be caused by comparatively lower pH of Magnesium Hydroxide itself, which is slow to react, and many times leads to overfeeding. In addition, Magnesium Hydroxide can create struvite in collection lines and manholes, which adds up to significant repair costs and maintenance. Struvite formation had significantly developed in the existing manhole at this lift station. SULFA~PRESS® can be dosed at a lower cost with no struvite formation.

Project Outline

The trial was a thirty day test with the medium, 1400 gallon SULFA~PRESS® unit at the College Park Lift Station from February 25th to the morning of March 26th.

- The test unit was setup the morning of February 25th, and was started at 9AM that morning.
- The pumps on the SULFA~PRESS® test unit was set to dose at approximately 200 gal/day.
- Remote monitoring was setup to keep track tank levels.
- pH levels would be monitored downstream by the City of Atlanta.
- SULFA~PRESS® feed rate would be compared to historical Mag Hydroxide feed rate.
- Turn-Key service trial - Burnett maintained the system for the life of the trial.

BURNETT INC.**COST AND DOSING COMPARISON****Average Flows and pH targets**

The minimum pH requirements for the city was to maintain a pH above 7. Burnett recommends a pH of 9 to eliminate 99% of Hydrogen Sulfide, keeping Hydrogen Sulfide in solution as Hydrogen Bisulfide. For the 30 day trial, the pumps were set at 200 gallons/day, or 90ppm for an "apples to apples" comparison. With an average daily flow of 800,000 gal/day, the control pH was 6.91, with the average pH of the treated wastewater at 9.81. While the treated pH is good, *Burnett recommends to lower the dosage from 90ppm to 80ppm to keep the pH slightly above 9, which will increase cost savings, while offering optimal odor and corrosion control.*

Magnesium Hydroxide vs. SULFA~PRESS®

Based off of our tank level monitors we are able to calculate our actual feed rates during the test, and compare them to both the current costs of each chemical bid on 12/12/19.

Description	Gal/Day	\$/Gal	Cost/Day
Magnesium Hydroxide feed rate gal/day (\$2.88/gal)	200	2.88	\$ 576
SULFA~PRESS® adjusted price (\$1.61/gal)	176	1.61	\$ 283
Average Cost Difference/Day			293

Average Cost Savings/Yr = \$106,945

Additional Comments:

We reached out to the City of Atlanta pump station manager to verify our pH was within range during the trial. There were no negative issues reported during the duration of the trial, and the pH continued to be within an acceptable range. After the trial, Burnett technicians went back to the dosing site, and took pH readings at various chemical dose rates, and based off of our results, a lower dose would be sufficient.

Conclusions

After a 30-day trial, results were clear that SULFA~PRESS® was very effective in keeping the pH elevated above 9 to suppress Hydrogen Sulfide levels, with no issues reported with the system, chemical deliveries, or pH levels downstream. By all measures the trial was a success.

Special Thanks

We appreciate the opportunity to trial SULFA-PRESS®. Mike Mason, Tim Lewis, and Antwan Dorsey were all very cooperative and a huge help to see this trial through. We hope to work with you in the future.



PURPOSE, SPECIFICATION(s), S.O.W.

GENERAL PURPOSE

The City of College Park (City) is soliciting proposals from qualified contractors for the lease, maintenance and installation of a chemical feed system; located at the Sanitary Sewer Lift Station #1 off Riverdale Road in College, Park GA.

The purpose of this Invitation to Bid (ITB) is to solicit proposals from organizations then conduct a fair and extensive evaluation based on criteria and who can best meet the needs of the City.

SCOPE of WORK

The project shall include the installation of a 6,000-gallon polyethylene chemical feed tank. Bid shall also include, as an option to install the tank on an existing 12' x 12' concrete pad surrounded by an eight ft. (8') chain link fence. The tank will store magnesium hydroxide, which will be used as an additive to the sanitary sewer system that will decrease the pH level before exiting the City's Southeast Lift Station.

In addition, your proposal should include the chemical lease and maintenance agreement and installation of this Chemical Feed System.

Magnesium hydroxide is not a fire or spill hazard and has low toxicity; the proposer is required to submit a material safety datasheet with their submittal packet.

WORKSITE/STAGING

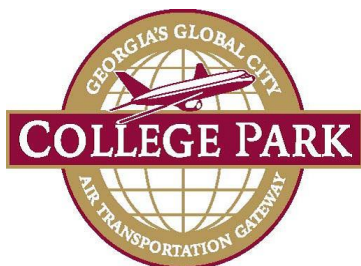
Due to the small nature of the project, we do not anticipate any staging or storage areas for the construction.

1. Contractor to access location from Riverdale Road to existing entrance of Lift Station #1.
2. Contractor shall park vehicles and construction equipment on the Lift Station #1 site near the project limits.
3. Working hours shall be Monday thru Friday from 8:00 am to 5:00 pm.

SPECIFICATIONS for the MAGNESIUM HYDROXIDE:

- A. **Slurry Basis.** Mg(OH)₂ contained lb/gal. Typical 7.5. Max. 8.0. Min. 7.3.
- B. **Dry Solid Basis.** Mg(OH)₂, wt %. Typical 93.0 %. Minimum 92.0 %.
- C. **Median Particle Size, micron.** Typical 6.0. Maximum 8.0. Minimum 1.0
- D. **Specific Surface Area, m²/g.** Typical 16. Maximum 25.
- E. **Lbs. Alkalinity/Gallon.** Typical 12.9. Maximum 13.1. Minimum 12.8.
- F. **Caustic Magnesia Activity/Sec.** Typical 75. Max. 100. Min. 50.
- G. **% Passing 325 Mesh Sieve.** Typical 99.8. Maximum 100. Minimum 99.0
- H. **Stabilized Residual Test, Grams.** Typical 12.0. Maximum 15.0
- I. **Density, lbs./gal.** Typical 12.80.
- J. **Solids, Weight Percent %.** Typical 61. Max. 62. Min. 60.

- K. **Viscosity, cps.** Typical 150. Maximum 500. Minimum 100.
- L. **Reactivity in Neutral pH water.** 9.5 pH units.
- M. **Settleometer, ml.** 24-hour, 0 % settling. 48-hour, 0 % settling.
- N. Product must conform to the requirements of NSF / ANSI Standard 60 –
- O. Drinking Water Treatment Chemicals. ISO 9001.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8115

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Multifamily Maintenance Ordinance

Please see the attached draft ordinance requiring multi-family apartment complex owners to register for a “Rental Permit” and other relevant changes.

This ordinance would repeal in its entirety Division 3 (Multi-family Residential) of Article V (Housing and Buildings) in Chapter 5 (Buildings) of the City’s Code of Ordinances and replace it with the text found attached in “Exhibit A”. The ordinance retains all of what is currently found in Division 3 of Article V in Chapter 5, but reorders the sections and adds the requirements for the Rental Permit registration as highlighted by the underlined text.

Thank you.

ATTACHMENTS:

- FD Apartment Complex Permit Ordinance V5 (DOCX)

Review:

- Terrence R. Moore Completed 05/09/2020 11:28 AM
- Rosyline Robinson Completed 05/09/2020 11:31 AM
- City Attorney's Office Completed 05/14/2020 9:35 AM
- Inspections Pending
- Terrence R. Moore Completed 05/14/2020 2:53 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM

1 STATE OF GEORGIA

2

3 CITY OF COLLEGE PARK

4

5 ORDINANCE NO. 2020-08

6

7 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, THE CITY OF COLLEGE
8 PARK, GEORGIA, BY AMENDING DIVISION 3 (MULTI-FAMILY RESIDENTIAL) OF
9 ARTICLE V (HOUSING) IN CHAPTER 5 (BUILDINGS) IN ITS ENTIRETY; TO
10 PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO
11 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

14 WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-
15 3 to adopt ordinances relating to its property, affairs, and local government; and

16 WHEREAS, the governing authority recognized the need for a registration program
17 for residential rental units located within the City in order to ensure rental units meet all
18 applicable building, health, and safety codes; and

19 WHEREAS, the Mayor and City Council recognize that the most efficient system is
20 the creation of a program requiring apartment complex owners to register for a permit so
21 that an inventory of rental properties and verification compliance can be made by City
22 officials; and

23 **WHEREAS**, the Mayor and Council of the City of College Park by ordinance
24 approve of the requirement for a registration permit through the exercise of its municipal
25 powers; and

26 **WHEREAS**, the public health, safety, morals, and general welfare of the citizens of
27 the City will be positively impacted by the adoption of this Ordinance.

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

31 **Section I.** The Code of Ordinances of the City of College Park, Georgia is hereby
32 amended by repealing the text of Division 3 (“Multi-Family Residential”) of Article V
33 (“Housing”) in Chapter 5 (“Buildings”) in its entirety and inserting in lieu thereof the
34 provisions set forth in Exhibit “A”, which is attached hereto and made a part hereof by
35 reference.

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

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

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

45 of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council
46 that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase
47 of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause
48 or phrase of this Ordinance.

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

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

60 **Section 5.** This Ordinance shall be codified in a manner consistent with the laws of
61 the State of Georgia and the City.

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

64

65 [SIGNATURES CONTAINED ON NEXT PAGE]

66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97

ORDAINED this _____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

WINSTON DENMARK, City Attorney

98

99

EXHIBIT A

100

101

[See Attached]

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126 **Sec. 5-100. - Findings and purpose.**

127 The mayor and council hereby find that there is a need to protect the health, safety and
 128 general welfare of residents of the city living in multi-family housing furnished to them through
 129 payment of money to the owner of the property or management company. The purposes of this
 130 division include:

- 131 (1) To maintain a quality and stability of multi-family rental housing;
- 132 (2) To correct and prevent conditions that adversely affect, or are likely to adversely affect
 133 the life, safety, welfare and health of occupants of multi-family rental housing;
- 134 (3) To provide minimum standards necessary for the health and safety of the occupants of
 135 multi-family rental housing;
- 136 (4) To require a registration permit to ensure rental units meet all applicable building, fire,
 137 health, and safety codes;
- 138 (5) To provide standards of maintenance of multi-family rental housing to prevent blight
 139 and slums; and
- 140 (6) To preserve the value of land and buildings throughout the city.

141

142 It is not the city's intent to intrude upon the fair and accepted contractual relationship
 143 between tenant and landlord. The city does not intend to intervene as an advocate of either
 144 party, or to act as an arbiter, or to be receptive to the complaints of a tenant or landlord not
 145 specifically and clearly relevant to the provisions of this division. In the absence of such
 146 relevancy with regard to rental disputes, it is intended that the contracting parties exercise such
 147 legal rights as are available to them without the intervention of the city.

148 The provisions of this division are in addition to, not in lieu of, other applicable standard
 149 codes, including, but not limited to, International Property Maintenance Code, International
 150 Building Code and International Fire Code, as adopted by the city.

151

152 **Sec. 5-101. - Definitions.**

153 The following words, terms and phrases, when used in this Division, shall have the
 154 meanings ascribed to them in this section, except where the context clearly indicates a different
 155 meaning:

156

157 Affordable Housing Property means a rental unit located in a building that is:

158

- 159 i. Subject to a Regulatory Agreement or Use Agreement with the United States
 160 Department of Housing and Urban Development (HUD).

161

162 *Certified building inspector* means a person inspecting for compliance with the various
 163 adopted codes, including the provisions of this division, who is a licensed design professional
 164 (architect or engineer) or holds one of the following certifications from the International Code

165 Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector,
 166 building inspector, building plan examiner or commercial combination inspector. Certified
 167 building inspector shall also include his or her designee.

168 *Code compliance certificate* means a certificate executed by a certified building inspector
 169 and stating compliance with those minimum standards described herein or in an applicable
 170 property maintenance or building code adopted by the city.

171 *Excessive littering* means the discarding of any rubbish, trash, garbage, debris, abandoned
 172 personal items, etc., in the common areas of the multi-family rental property that so degrades
 173 the appearance of the property that, in the view of a reasonable person, detracts from the natural
 174 cleanliness or safety and/or exhibits a foul or noxious odor.

175 *Lease* means any written or oral agreement which sets forth any and all conditions
 176 concerning the use and occupancy of multi-family rental dwellings or multi-family rental units.

177 *Manager* means an individual or agent of a corporation charged by the owner with ensuring
 178 the multi-family rental property, including its common areas and rental units, are compliant
 179 with all applicable building and property maintenance codes, including the provisions of this
 180 division.

181 *Multi-family rental property or multi-family residential property means:*

- 182 i. Any property containing multi-family structure(s) or other facility promised
 183 and/or leased to a residential tenant or tenants for use as a home, residence, or
 184 sleeping unit, and containing five (5) or more rental units. This definition
 185 includes, but is not limited to, multiple-family dwellings, multiple-family
 186 apartment units, boardinghouses, rooming houses, group homes, and flats.
- 187 ii. Nothing contained in this definition shall be construed as amending the
 188 enforcement of or definition of group homes, rooming houses, or
 189 boardinghouses found elsewhere within the City's Code.

190 *Occupancy* means all tenants, lessees and persons residing within a rental unit.

191 *Owner* means any person, agent, firm, or corporation having a legal or equitable interest in
 192 a multi-family residential property.

193 *Owner-occupied* means any part of a multi-family rental property used as living quarters
 194 by the owner of said structure where other parts of the structure are used as rental units. The
 195 living quarters occupied by the owner shall be considered a rental unit for purposes of this
 196 division.

197 *Rental Permit* means the permit, including its fees and necessary information, required by
 198 the City to allow rental units owed by an individual(s) and/or corporation(s) to be occupied.

199 *Rental unit* means any one area, room, structure, flat, apartment, or facility of a multi-
 200 family rental property designed to be leased or rented to a tenant, group of tenants, or family
 201 under one lease, or under terms of joint and severable liability.

202 *Responsible local agent* means a natural person having his or her place of residence in
 203 Fulton or Clayton County and/or a professional or a licensed real estate management firm
 204 with an office located in either Fulton or Clayton County.

205 *Substantial renovation* means a renovation in which at least fifty (50) percent of the
 206 buildings in the multi-family rental property are removed or replaced in such a way that it
 207 materially increases the value of the property or substantially prolongs the useful life of the
 208 property. In order to be classified as a "substantial renovation" under this division, the
 209 renovations must affect every building on the multi-family residential property, affect every
 210 rental unit in each building and affect every room in each rental unit.

211 *Tenant* means a legal occupant of any rental unit with the exception of an owner-occupied
 212 unit.

213

214 **Sec. 5-102. - Applicability.**

215 (a) This division shall apply to any multi-family residential property which is at least five (5)
 216 years old since the issuance of the original code compliance certificate(s) of occupancy for
 217 the units and common areas of the property.

218 (b) Multi-family residential properties more than five (5) years old since the issuance of the
 219 original certificate(s) of occupancy that have had substantial renovations accomplished in
 220 the previous five (5) years may receive a waiver from the application of this ordinance by
 221 showing proof to the chief building official of valid code compliance certificate(s) of
 222 completion and/or occupancy stemming from the substantial renovation. This waiver shall
 223 be valid for a period of five (5) years following the date of completion of the substantial
 224 renovation and will not impact the renewal terms required by the "Rental Permit".

225 (c) All multi-family residential properties are subject to the "Rental Permit" requirements.

226

227 **Sec. 5-103. Rental Permit Requirement.**

228 No person shall lease, rent, or otherwise allow a rental unit within the City to be occupied
 229 without first obtaining a rental permit from the Certified Building Inspector and
 230 designating a responsible local agent.

231

232 **Sec. 5-104.- Rental Permit Registration.**

233 (a) Registration forms.

234 Rental permit registration shall be made upon forms furnished by the City and shall
 235 require all of the following information:

236

237 (1) The street address and block and lot number of the multi-family residential
 238 property;

239 (2) The number and types of rental units within the rental property;

240 (3) Name, residence address, telephone number, and where applicable, an E-mail
 241 address, mobile telephone number, and facsimile number of all property owners of
 242 the rental unit(s);

243 (4) Name, residence address, telephone number, and where applicable, an E-mail
 244 address, mobile telephone number, and facsimile number of the responsible local
 245 agent designated by the owner, if applicable;

246 (5) The name, address, telephone number, and where applicable, an E-mail address,
 247 mobile telephone number, and facsimile number of the person authorized to collect
 248 rent from the tenants;

249 (6) The name, address, telephone number, and where applicable, an E-mail address,
 250 mobile telephone number, and facsimile number of the person authorized to make or
 251 order repairs or services for the property, if in violation of City or State codes, if the
 252 person is other than the owner or the responsible local agent;

253 (7) The name, address and telephone number of any lien-holder(s) on the rental unit
 254 or the real property on which the rental unit is located at time of annual registration;

255 (8) A copy of a current valid occupancy permit for the property shall be provided at
 256 the initial application; and

257 (9) A current list of all vendors or provider of services used by the owner, landlord,
 258 property owner, or responsible local agent that provide the following services,
 259 including but not limited to, HVAC, plumbing, electrical, fire and alarm system
 260 safety, building, and other similar type work performed.

261 (i) The list shall include the name of the person/entity, telephone number, and
 262 where applicable, an E-mail address, and mobile telephone number; and

263 (ii) The list shall include any and all vendors/businesses used within the past
 264 year.

265
 266 (b) Accurate and complete information.

267
 268 All information provided on the registration form shall be accurate and complete. No
 269 person shall provide inaccurate information for the registration of a rental unit, or
 270 fail to provide the information required for such registration. The registration form
 271 shall be signed by the property owner(s) or the designated responsible local agent,
 272 where applicable. When the owner is not a natural person, the owner information
 273 shall be that of the president, general manager or other chief executive of the
 274 organization. When more than one (1) person has an ownership interest, the required
 275 information shall be provided for each owner.

276
 277 (c) Change in registration information or transfer of property.

278
 279 (1) Except for a change in the registered local agent, the property owner of a rental
 280 unit registered with the City shall re-register within sixty (60) calendar days after any
 281 change occurs in the registration information.

282 (2) If the property is transferred to a new owner, the new property owner of a
 283 registered rental unit shall re-register the rental unit within sixty (60) calendar days
 284 following the transfer of the property.

285 (3) Property owners shall notify the Department of Code Enforcement and Building
 286 Inspections of any change in the designation of the registered local agent, including

287 a change in name, address, E-mail address, telephone number, mobile telephone
 288 number or facsimile number of the designated registered local agent within five (5)
 289 business days of the change.

290

291 (d) Registration term and renewals.

292

293 Registration of a multi-family residential property shall be effective for one (1) year
 294 from the date of issuance. The property owner shall re-register, annually, each multi-
 295 family residential property with the City, thirty (30) calendar days prior to the
 296 expiration of the registration of the multi-family residential property.

297

298 (e) Responsibilities of owner and/or responsible local agent.

299

300 The owner and/or responsible local agent shall be responsible for all the following:

301

302 (1) Operating the registered rental unit in compliance with all applicable City
 303 ordinances; and

304 (2) Providing access to the rental unit in compliance with all applicable City
 305 ordinances; and

306 (3) The owner may designate a responsible local agent for the acceptance of all legal
 307 notices or services of process with respect to the rental units. If not a resident of
 308 Fulton or Clayton County, and if no responsible local agent is designated, the owner
 309 and landlord, by virtue of execution and acknowledgement of the registration form,
 310 will accept service of original process for matters related only to the rental units by
 311 accepting service of process in accordance with the Georgia Rules of Civil Practice
 312 and Procedure.

313

314 (f) Fees.

315

316 (1) The City Council shall establish an appropriate fee for rental permit registration
 317 and may review and increase such fees on an annual basis.

318

319 (2) Fee schedule:

320 (i) Annual rental registration permit fee: fifty dollars (\$50.00) per unit
 321 for parcels that house ten (10) or fewer units; forty dollars (\$40.00)
 322 per unit for parcels that house between eleven (11) and one hundred
 323 (100) units; and thirty dollars (\$30.00) per unit for parcels that house
 324 more than one hundred (100) units (plus applicable charges).

325

326 (ii) Three (3) years after this ordinance is initially implemented:

327

328 a. Any unit that has passed its inspection shall be eligible to renew
 329 their Rental Registration Permit at half of the normally applicable

330 fee. In addition, said units shall only be required to be inspected
 331 once every five (5) years, other sections of this law
 332 notwithstanding.

333 b. Any unit that has not passed its inspection shall be inspected at the
 334 discretion of the Department of Code Enforcement and Building
 335 Inspections until such time that it does pass an inspection.

336
 337 (iii) Affordable Housing Properties shall be exempt from the Annual
 338 Rental Registration Permit Fee.

339
 340
 341 **Sec. 5-105. - Minimum Standards.**

342 The provisions of this section are intended to comply with the Housing Quality
 343 Standards of the U.S. Department of Housing and Urban Development for Section 8
 344 Housing. If the provisions herein are different from the housing quality standards, the
 345 most restrictive provisions shall control.

346 (a) Sanitary facilities.

347 (1) Performance requirements. Each rental unit must include sanitary facilities
 348 located therein. The sanitary facilities must be in proper operating condition and
 349 adequate for personal cleanliness and disposal of human waste. The sanitary
 350 facilities must be usable in privacy.

351 (2) Acceptability criteria.

352 (i) The bathroom must be located in a separate private room and have a flush
 353 toilet in proper operating condition.

354 (ii) The rental unit must have a fixed basin in proper operating condition with
 355 a sink trap and hot and cold running water.

356 (iii) The rental unit must have a shower or a tub in proper operating condition
 357 with hot and cold running water.

358 (iv) The facilities must utilize an approvable public or private disposal system
 359 (including a locally approvable septic system).

360 (b) Food preparation and refuse disposal.

361 (1) Performance requirement.

362 (i) The Rental Unit must have suitable space and equipment to store, prepare,
 363 and serve foods in a sanitary manner.

364 (ii) There must be adequate facilities and services for the sanitary disposal of
 365 food wastes and refuse, including facilities for temporary storage where
 366 necessary (e.g. garbage cans).

367 (2) Acceptability criteria.

- 368 (i) The rental unit must have an oven and a stove or range and a refrigerator of
 369 appropriate size for the occupant(s). All of the equipment must be in proper
 370 operating condition. The equipment may be supplied by either the owner or
 371 the occupant(s).
- 372 (ii) The rental unit must have a kitchen sink in proper operating condition with
 373 a sink trap and hot and cold running water. The sink must drain into an
 374 approvable public or private system.
- 375 (iii) The rental unit must have space for the storage, preparation, and serving of
 376 food.
- 377 (iv) There must be facilities and services for the sanitary disposal of food waste
 378 and refuse, including temporary storage facilities where necessary (e.g.
 379 garbage cans).
- 380 (c) Space and security.
- 381 (1) Performance requirement. The rental unit must provide adequate space and
 382 security for the occupant(s).
- 383 (2) Acceptability criteria.
- 384 (i) At a minimum, the rental unit must have a living room, a kitchen area, and
 385 a bathroom.
- 386 (ii) The rental unit must have at least one bedroom or living/sleeping room for
 387 every two (2) occupants. Children of opposite sex, other than very young
 388 children, may not be required to occupy the same bedroom or living/sleeping
 389 room.
- 390 (iii) Rental unit windows that are accessible from the outside, such as basement,
 391 first floor, and fire escape windows, must be lockable (such as window units
 392 with sash pins or sash locks, and combination windows with latches).
 393 Windows that are nailed shut are acceptable only if these windows are not
 394 needed for ventilation or as an alternate exit in case of fire.
- 395 (iv) The exterior doors of the rental unit must be lockable. Exterior doors are
 396 doors by which someone can enter or exit the rental unit.
- 397 (d) Thermal environment.
- 398 (1) Performance requirement. The rental unit must have and be capable of
 399 maintaining a thermal environment healthy for the human body.
- 400 (2) Acceptability criteria.
- 401 (i) There must be a safe system for heating and cooling the rental unit. The
 402 system(s) must be in proper operating condition. The system(s) must be able
 403 to provide adequate heat or cooling either directly or indirectly, to each room,
 404 in order to assure a healthy living environment appropriate to the Georgia
 405 climate.

406 (ii) The rental unit must not contain unvented room heaters that burn gas, oil,
 407 or kerosene. Electric heaters with a dedicated source are acceptable. Such
 408 electric heaters must be approved by the fire marshal prior to use.

409 (e) Illumination and electricity.

410 (1) Performance requirement. Each room must have adequate natural or artificial
 411 illumination to permit normal indoor activities and to support the health and safety
 412 of occupant(s). The rental unit must have sufficient electrical sources so occupants
 413 can use essential electrical appliances. The electrical fixtures and wiring must
 414 ensure safety from fire. Common areas must be lit appropriately.

415 (2) Acceptability criteria.

416 (i) There must be at least one window in the living room and in each sleeping
 417 room.

418 (ii) The kitchen area and the bathroom must have a permanent ceiling or wall
 419 light fixture in proper operating condition. The kitchen area must also have
 420 at least one electrical outlet in proper operating condition.

421 (iii) The living room and each bedroom must have at least two electrical outlets
 422 in proper operating condition.

423 (iv) Common areas of the multi-family rental property, including, but not
 424 limited to, hallways, staircases, parking lots and/or decks, pools and
 425 clubhouses shall be lighted at all times with an artificial lighting system. The
 426 said system shall provide at least two-foot candles of illumination on all parts
 427 thereof, at all times, by means of property located electric light fixtures,
 428 provided such artificial lighting may be omitted from sunrise to sunset where
 429 an adequate amount of natural light is provided. Any multi-family rental
 430 property having at least ten (10) rental units must have said required lighting
 431 system on an emergency circuit.

432 (f) Structure and materials.

433 (1) Performance requirement. The rental unit must be structurally sound. The
 434 structure must not present any threat to the health and safety of the occupant(s)
 435 and must protect the occupant(s) from the environment.

436 (2) Acceptability criteria.

437 (i) Ceilings, walls and floors must not have any serious defects such as severe
 438 bulging or leaning, large holes, loose surface materials, severe buckling,
 439 missing parts, or other serious damage.

440 (ii) The roof must be structurally sound and weathertight.

441 (iii) The exterior wall structure and surface must not have any serious defects
 442 such as serious leaning, buckling, sagging, large holes, or defects that may
 443 result in air infiltration or vermin infestation.

444 (iv) The condition and equipment of interior and exterior stairs, halls, porches,
445 walkways, etc., must not present a danger of tripping and falling. For
446 example, broken or missing steps or loose boards are unacceptable.

447 (v) Elevators must be working and safe.

448 (g) Interior air quality.

449 (1) Performance requirement. The rental unit must be free of pollutants in the air at
450 levels that threaten the health of the occupant(s).

451 (2) Acceptability criteria.

452 (i) The rental unit must be free from dangerous levels of air pollution from
453 carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

454 (ii) There must be adequate air circulation in the rental unit.

455 (iii) Bathroom areas must have one openable window or other adequate exhaust
456 ventilation.

457 (iv) Any room used for sleeping must have at least one window. If the window
458 is designed to be openable, the window must work.

459 (h) Water supply.

460 (1) Performance requirement. The water supply must be free from contamination.

461 (2) Acceptability criteria. The rental unit must be served by an approvable public or
462 private water supply that is sanitary and free from contamination.

463 (i) Lead-based paint performance requirement. The Lead-Based Paint Poisoning
464 Prevention Act (42 U.S.C. §§ 4821—4846), the Residential Lead-Based Paint Hazard
465 Reduction Act of 1992 (42 U.S.C. §§ 4851—4856), and implementing regulations at
466 part 35, subparts A, B, M, and R of Title 24 of the Code of Federal Regulations apply
467 to all Rental Units.

468 (j) Access performance requirement. The rental unit must be able to be used and
469 maintained without unauthorized use of other private properties. The building must
470 provide an alternate means of exit in case of fire (such as fire stairs or egress through
471 windows).

472 (k) Site and neighborhood.

473 (1) Performance requirement. The site and neighborhood must be reasonably free
474 from disturbing noises and reverberations and other dangers to the health, safety,
475 and general welfare of the Occupant(s).

476 (2) Acceptability criteria. The site and neighborhood may not be subject to serious
477 adverse environmental conditions, natural or manmade, such as dangerous walks
478 or steps, instability, flooding, poor drainage, septic tank back-ups or sewage
479 hazards, mudslides, abnormal air pollution, smoke or dust; excessive noise,
480 vibration or vehicular traffic, excessive accumulation of trash, vermin or rodent
481 infestation, or fire hazards.

482 (l) Sanitary condition.

483 (1) Performance requirement. The rental unit and its equipment must be in sanitary
484 condition.

485 (2) Acceptability criteria. The rental unit and its equipment must be free of vermin
486 and rodent infestation.

487 (m) Smoke detectors performance requirement. Each rental unit must have at least one
488 (1) battery-operated or hard-wired smoke detector, in proper operating condition, on
489 each level of the rental unit, including basements but excepting crawl spaces and
490 unfinished attics. Smoke detectors must be installed in accordance with and meet the
491 requirements of the National Fire Protection Association Standard (NFPA) 74, or its
492 successor standards. If the rental unit is occupied by any hearing-impaired person,
493 smoke detectors must have an alarm system, designed for hearing-impaired persons as
494 specified in the NFPA 74 or successor standards.

495 (n) Derelict automotive vehicles.

496 (1) Owners are subject to the provisions of this Code, including but not limited to
497 article II of chapter 12, regarding keeping of derelict automotive vehicles (as
498 defined in section 12-31). For purposes of enforcement of such provisions against
499 owners of multi-family rental properties, any area in which the parking of vehicles
500 is allowed on the property shall be synonymous with the terms "driveways," "front
501 yards," "side yards" and "rear yards."

502 (2) Owners shall maintain on their properties an enclosed area in which existing
503 tenants may store derelict automotive vehicles. All derelict automotive vehicles
504 stored in this enclosed area must remain covered by an opaque material, including
505 but not limited to cloth, at all times, except when such vehicles are actively being
506 repaired. The enclosed area must be maintained by owner pursuant to this Code,
507 including but not limited to the provisions of article II of chapter 12. In order for
508 existing tenants to store derelict automotive vehicles, such existing tenants must
509 actively be repairing such derelict automotive vehicles.

510 **Sec. 5-106. - Building identification numbers.**

511 (a) Any building on the property containing at least one (1) rental unit shall have
512 approved address numbers, building numbers or approved building identification placed in
513 a position that is plainly legible and visible from the street or road fronting the building.
514 These numbers shall contrast with their background and shall be Arabic numerals, be a
515 minimum of four (4) inches high with a minimum stroke width of 0.5 inches.

516 (b) The building identification numbers must include all rental unit numbers present in
517 that building (i.e. 100—110, etc.) written in the style as, and placed directly underneath,
518 the building identification number. Such numbers shall be plainly visible on each side of a
519 building facing any portion of a street or road (whether public or private) passing by said
520 building.

521 (c) If a multi-family residential property contains more than one (1) street on which any
522 building containing a rental unit fronts, any intersection of such streets must contain plainly
523 readable directional signs on each side of the intersection detailing by number the direction
524 where the main entrance to each building and/or rental unit is located.

525 **Sec. 5-107. - Inspection requirements.**

526 (a) Unless otherwise exempted by this division or by the terms of the gold standard as
 527 applied, before any rental unit is occupied by a new tenant(s), or every five (5) years of
 528 an existing tenancy, the rental unit shall be inspected by a certified building inspector
 529 for:

530 (1) compliance with the minimum standards delineated in this division and any
 531 other applicable standard codes, and said certified building inspector shall submit a
 532 code compliance certificate to the chief building official; and

533 (2) compliance with the registration permit program.

534 (b) Certified building inspector requirements. All inspectors wishing to submit or
 535 participate in the inspection program herein must comply with the following requirements:

536 (1) The inspector must be a licensed design professional (architect or engineer) or
 537 hold one of the following certifications from the International Code Council (ICC):
 538 property maintenance and housing inspector, housing rehabilitation inspector,
 539 building inspector, building plan examiner or commercial combination inspector.

540 (2) The inspector must submit a copy of his or her business license and applicable
 541 certification to the city to be placed on an approved inspector list prior to inspecting
 542 any apartment complex.

543 (3) The inspector must meet with the chief building official upon approval prior to
 544 performing any services to comply with this division.

545 (4) Mandatory meetings may be called by the city which all inspectors participating
 546 in the program must attend. Ample notice will be provided by the city of no less than
 547 two (2) weeks.

548 (5) The city shall keep a list of certified building inspectors and all code compliance
 549 certificates must be signed and dated by one of the approved inspectors on this list in
 550 order to comply with the requirements of this division.

551 (c) Penalty for false certification and false inspection.

552 (1) An owner who knowingly participates in furnishing a code compliance certificate
 553 to the city which contains a false certification that any applicable rental unit is in
 554 compliance with those standards contained herein shall be guilty of a violation of this
 555 Code for each rental unit for which the certification is shown to be false and can be
 556 fined as provided by this Code for each violation.

557 (2) A certified building inspector who furnishes a code compliance certificate which
 558 knowingly contains fraudulent information that a rental unit meets the required
 559 standards shall be guilty of a violation of the City Code and the certified building
 560 inspector's right to submit code compliance certificates to the city shall be suspended
 561 by the chief building official for a stated period of time not more than five (5) years.

562 (d) Common area lighting assessment. Every six (6) months, the multi-family residential
 563 property shall submit to a common area lighting assessment for compliance with the
 564 provisions of this division for common area lighting. It shall be the duty of the owner and/or
 565 manager to request said assessment from the chief building official and failure to do so

566 timely and/or failing the assessment inspection shall subject the owner and/or manager to
 567 a citation for each day the multi-family residential property is not compliant with the
 568 common area lighting requirements of this division.

569 (f) *Inspection fee.*

570 (1) The City Council shall establish an appropriate fee for inspections and may
 571 review and increase such fees on an annual basis. The inspection fee shall be paid
 572 by the Owner or his or her Responsible Local Agent.

573
 574 (2) Fee Schedule:

575
 576 (i) The inspection fee shall be fifty dollars (\$85.00) per rental unit.
 577

578 **Sec. 5-108. - Administration, violations and enforcement.**

579 (a) The chief building official shall be responsible for administering and enforcing the
 580 provisions of this division and shall be responsible for citing the owner and/or a manager
 581 of the property with any violations of the provisions of this division. Each violation shall
 582 subject the owners and/or manager to a possible one thousand dollars (\$1,000.00) fine
 583 and/or six (6) months in jail.

584 (b) Subject to the provisions of O.C.G.A. § 44-7-55(c), as a result of a dispossession
 585 proceeding, neither the owner, the manager or the tenant shall leave and abandon any
 586 personal property of the tenant on the right-of-way or city-owned property, and shall not
 587 leave said personal property in the common areas of the multi-family rental property for
 588 longer than twenty-four (24) hours. After twenty-four (24) hours, the owner or designee
 589 shall place the personal property inside a storage unit on the multi-family rental property
 590 or a rental storage unit off the property until such time as it is claimed by the former tenant
 591 or is otherwise abandoned in accordance with the provisions of the lease, court order, or
 592 operation of law.

593 (c) Excessive littering on the multi-family rental property shall be a violation of this
 594 division, and a warning to the owner and/or manager shall be given to clean-up same. If
 595 the excessive littering has not been cleaned up within three (3) days of the date of the
 596 official warning, the chief building official shall cite the owner and/or manager with a
 597 violation. Each day thereafter shall be cause for an additional citation for violation of this
 598 provision until such time as the excessive littering is cleaned up.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8114

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Clearly College Park Executive Director

RE: College Park Business and Industrial Development Authority At-Large Board Appointment

PURPOSE: Mayor and City Councils discussion and consideration in filling the vacant At Large Board Appointment to the College Park Business and Industrial Development Authority.

REASON: Due to the recent removal of a College Park Business and Industrial Development Authority (BIDA) Board Member there is now a vacancy on the BIDA Board of Directors. This agenda item is met to review applications of those interested in filling the vacant At-Large Board Member to the College Park Business and Industrial Development Authority and appoint a College Park resident to fill the vacancy on the BIDA board.

RECOMMENDATION: It is recommended by staff that the City Council appoint an At-Large Board Member to the Business and Industrial Development Authority Board of Directors.

BACKGROUND: The current BIDA bylaws have been uploaded to this agenda item. The applications of all those interested in filling the vacancy on the College Park Business and Industrial Development Authority Board is also included in this agenda transmittal. Completed background application forms were also collected and submitted to Chief Ferman Williford of the College Park Police Department for background investigations to be conducted.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: May 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Artie Jones, III - Clearly College Park Executive Director

ATTACHMENTS:

- Candidates for consideration Matrix (DOCX)
- BIDA Handbook Bylaws Booklet (PDF)

Review:

- Artie Jones Completed 05/07/2020 2:52 PM
- Rosyline Robinson Completed 05/11/2020 8:50 AM
- Ferman Williford Completed 05/11/2020 9:01 AM
- City Attorney's Office Completed 05/11/2020 11:03 AM
- Terrence R. Moore Completed 05/13/2020 4:07 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM

Candidates for consideration for the
At Large BIDA Board Appointment

Name	Ward of Residence	Letter of Interest	Resume	Background Check Form
Tamara Lawrence		X	X	
Thomas Bourne	1	X	X	X
Karl Matson	4	X	X	
Charlie Vaughan	1	X	X	X
Tangie Warrior	4	X	X	X
Leslie Zinn	1	X	X	X
Connor Ball	1	X	X	X
Mike Erbrick	1	X	X	
Chisulo Ajanaku	1	X	X	X

Top candidates for the Mayor and City Council Members

	1 st Choice	2 nd Choice	3 rd Choice
Mayor Motley Broom			
Councilman Clay	Charlie Vaughan	Leslie Zinn	Thomas Bourne
Councilman Taylor	Tamara Lawrence	Tangie Warrior	
Councilman Allen	Mike Erbrick	Charlie Vaughan	Leslie Zinn
Councilman Gay	Karl Matson	Tangie Warrior	Chisulo Ajanaku

**COLLEGE PARK
BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

HANDBOOK FOR MEMBERS INCLUDING:

CONSTITUTIONAL AMENDMENT CREATING BIDA

BYLAWS

OPEN MEETINGS LAWS

OPEN RECORD LAWS

Prepared by:
Mack and Harris, P.C.
186 North Avenue, Suite 106
Jonesboro, Georgia 30236
Tel. 678-610-8155

**HANDBOOK FOR MEMBERS OF THE COLLEGE PARK BUSINESS
AND
INDUSTRIAL DEVELOPMENT AUTHORITY ("BIDA")**

TABLE OF CONTENTS

TAB ONE:	SUMMARY OF 1980 CONSTITUTIONAL AMENDMENT CREATING BIDA
TAB TWO:	BIDA BYLAWS
TAB THREE:	SUMMARY OF OPEN MEETINGS LAW
TAB FOUR:	SUMMARY OF OPEN RECORDS LAW
TAB FIVE:	SUMMARY OF EXCEPTIONS TO THE OPEN MEETINGS ACT
TAB SIX:	SUMMARY OF EXCEPTIONS TO THE OPEN RECORDS ACT
TAB SEVEN:	SUMMARY OF SOME EXCEPTIONS OUTSIDE THE OPEN RECORDS ACT

/

**COLLEGE PARK
BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

1980 GEORGIA LAWS, PP. 2071 ET SEQ.

**COLLEGE PARK
BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

- I. Unlike most other development authorities in Georgia, the College Park Business Industrial Development Authority (sometimes referred to as "CPBIDA" or "BIDA") was created by an amendment to the Constitution of the State of Georgia, found at 1980 Georgia Laws, pp. 2071, *et seq.* (Copy enclosed).
- II. Creation, Powers And Authority
 - A. Created as "a body, corporate and politic" as "an instrumentality and political subdivision of the State of Georgia."
 - B. Purpose - To "attain development and promote for the public good [and] general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the community [of College Park]."
 - C. Powers - Broad authority to acquire, develop, lease, sell, and dispose of real and personal property, to contract for and develop projects necessary or convenient to accomplish BIDA's purposes.
 - D. BIDA may exercise the power of eminent domain (condemnation) and may issue revenue bonds only with the approval of the Mayor and City Council of College Park.
- III. Members Of The Board
 - A. BIDA Board has seven (7) members, including the Mayor of College Park.
 - B. Remaining six (6) members are appointed by "resolution of the Mayor and City Council of College Park" and serve staggered terms.
 - C. Four (4) members of the BIDA Board constitute a quorum.
 - D. A "majority of the members" may exercise powers and rights of BIDA.
- IV. Officers
 - A. BIDA has three officers: Chairperson, Vice Chairperson, and Secretary-Treasurer.
 - B. BIDA officers are "selected" by "a majority of the members" of the BIDA Board, and serve one year terms from January 1 to December 31.

COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY.

Proposed Amendment to the Constitution.

No. 168 (Senate Resolution No. 348).

A RESOLUTION

Proposing an amendment to the Constitution of the State of Georgia so as to create the College Park Business and Industrial Development Authority; to provide for the powers, authority and duty of such Authority; to authorize the Authority to issue its revenue bonds, and to provide for the method and manner of such issuance and for validation thereof; to authorize the Authority to contract with the City of College Park and with the State of Georgia and any departments, institutions, agencies, municipalities, counties or political subdivisions of the State of Georgia, public corporations and others; to authorize the City of College Park to contract with the Authority for the use by the City of College Park or the residents thereof of any facilities or services of the Authority, and to authorize said city to create special tax districts and to levy taxes and to expend tax monies from said tax districts as well as tax funds of the city and other available funds of the city and to authorize the city to make payment thereof to the Authority upon such terms as may be provided in any contract entered into by and between the Authority and the City of College Park; to authorize the establishment of such rules and regulations and procedures as are necessary to accomplish the lawful purpose of said Authority; to provide for submission of this amendment for ratification or rejection; and for other purposes.

BE IT RESOLVED BY THE GENERAL ASSEMBLY OF
GEORGIA:

Section 1. Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia is hereby amended by adding at the end thereof the following:

**"COLLEGE PARK BUSINESS AND INDUSTRIAL
DEVELOPMENT AUTHORITY**

1. Creation. There is hereby created a body, corporate and politic to be known as the College Park Business and Industrial Development Authority which shall be deemed to be an instrumentality and political subdivision of the State of Georgia and a public corporation thereof and by that name, style and title said body may contract and be contracted with, sue and be sued, implead and be impleaded and complain and defend in all courts of law and equity.

2. Purpose. The said Authority is created for the purpose of acquiring, constructing, adding to, extending, improving, equipping, maintaining, and operating public projects, public buildings and other public facilities, parking lots or garages and other parking structures and any and all other facilities useful or desirable in connection therewith, acquiring the necessary property therefor, both real and personal, with the right to contract for the use of or to lease or sell any or all of such facilities, including real property, and to do any and all things deemed by the authority necessary, convenient or desirable for and incident to the efficient and proper development and operation thereof, and to attain development and promote for the public good, general welfare, trade commerce, industry and employment opportunities and to promote the general welfare of the community, same is vested with authority to ascertain and designate areas it deems proper to be blighted, retarded or slum areas which constitute a serious and growing menace injurious to the public health, safety, morals and welfare of the residents of the City of College Park; the existence of such areas constitutes substantially and increasingly to the spread of disease, crime and constitutes increasingly an economic and social liability, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing for commercial accommodations, aggravates traffic problems and substantially impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and the prevention and elimination of such areas is a matter of State and local policy and State and local concern in order that the State and its political subdivisions shall not continue to be endangered by areas which are focal centers of economic and social liability, and while contributing little to the tax income of the State and its municipalities, consume an excessive proportion of its revenue because of the extra services required for police, fire, accident, hospitalization

and other forms of public protection, services and facilities; in order to alleviate the aforesaid problems and to accomplish the aforesaid purpose, the Authority shall be vested with such powers as are necessary to accomplish same by acquisition, clearance and disposition subject to use restrictions of property, both real and personal, since the prevailing condition of decay may make impractical the reclamation of the area by conservation or rehabilitation; some areas or portions thereof may be susceptible to conservation or rehabilitation in such a manner that the conditions and evils hereinabove enumerated may be eliminated or remedied or prevented and to the extent feasible, savable areas should be conserved and rehabilitated through voluntary private action and regulatory processes; and the Authority may do any and all things deemed by such Authority necessary, convenient or desirable for and incident to the efficient proper development and operation thereof.

3. Membership. The Authority shall consist of seven (7) members, one of whom shall be the Mayor of the City of College Park, Georgia, or his designated member from the City Council of the City of College Park.

(a) Qualifications. All persons who have resided within the limits of the City of College Park for at least six months shall be eligible for nomination to membership on the Authority.

(b) Composition and Appointments. The remaining six positions for membership in the Authority shall be comprised as follows: The six positions shall be filled by resolution of the Mayor and Council of College Park. The Mayor of the City of College Park or his designee shall serve during the term of office for which he was elected. The Chairman of the Authority shall be selected by a majority of its members at the first annual meeting of each calendar year. The members of the Authority shall serve four (4) year staggered terms as follows: For the initial membership of the Authority, of the six (6) positions filled by resolution of the Mayor and Council of College Park one position shall be filled for a one-year term, two positions shall be filled for two-year terms, two positions shall be filled for three-year terms and one position for a four-year term. Thereafter, upon completion of a term for appointment, each successor shall be appointed for a four-year term and until their successors have been selected and appointed. Any member of the Authority may

be selected and appointed to succeed himself. All appointments shall be for a term commencing on January 1 and ending December 31. The members of the Authority shall enter upon their duties immediately after such appointment. The Authority shall elect one of its members to serve as Vice Chairman who shall be elected for a term of one year or until his successor is selected and qualified and annually thereafter the Authority shall select one of its members in the same manner for a one-year term. The Authority shall also select a Secretary-Treasurer which Secretary-Treasurer need not necessarily be a member of the Authority and, if not a member, he or she shall have no voting rights and said Secretary-Treasurer shall be elected to serve at the pleasure of the Authority. No member of the Authority shall hold more than one office except that of Secretary-Treasurer. Four members of the Authority shall constitute a quorum. A majority of the members shall be empowered to exercise the rights and perform all the duties of the Authority and no vacancies on the Authority shall impair the right of the quorum to act. In the event of a vacancy on the Authority through death, resignation or otherwise, the same shall be filled for the unexpired term of the member ceasing to be a member of such Authority for any reason in the same manner that such member originally became a member of the Authority. The Authority shall make rules and regulations for its own government. It shall have perpetual existence. In the event the number of members of the Authority or the qualifications of the membership or the manner in which the members of the Authority shall be selected shall ever be the subject of change, the same may be accomplished by an Act of the General Assembly, except that the General Assembly may not alter the term of office of any duly appointed member then serving.

4. Definitions. As used herein the following words and terms shall have the following meanings:

(a) The word 'Authority' shall mean the College Park Business and Industrial Development Authority herein created.

(b) The word 'Project' shall be deemed to mean and include the acquisition, construction, leasing or equipping of new industrial, commercial, business, trade or public facilities or the improvement, modification, acquisition, expansion, moderni-

zation, leasing, equipping, or remodeling of existing industrial, commercial, business, trade, or public facilities located or to be located within the City of College Park, including, but not limited to one or more buildings or structures to be used in the production, manufacturing, processing, assembling, storing or handling of any agricultural, manufactured, mining or industrial product, or any combination of the foregoing; one or more buildings or structures or property useful or necessary in the transportation of persons or property; one or more buildings or structures or property to be used, maintained and operated as a multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances and all other public entertainments permitted by law, and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants; one or more buildings or structures or property useful or necessary in the accommodations of people, including but without limitation, any hotel, motel, motor inn, lodging house, lodge or any combination thereof; and parking facilities or parking areas in connection with any of the above or combination thereof, including but not limited to related buildings and the usual and convenient facilities appertaining to such undertakings, and extensions and improvements of such facilities.

(c) The term 'cost of project' shall include: all costs of construction, purchase or other form of acquisition; all costs of real or personal property required for the purposes of such project and of all facilities related thereto, including land and any rights or undivided interest therein, easements, franchises, water rights, fees, permits, approvals, licenses and certificates and the securing of such franchises, permits, approvals, licenses and certificates and the preparation of applications therefor; all machinery, equipment, initial fuel and other supplies required for such project; financing charges, interest prior to and during construction and during such additional period as the Authority may reasonably determine to be necessary for the placing of such project in operation; costs of engineering architectural and legal services; fees paid to fiscal agents for financial and other advise or supervision; cost of plans and specifications and all expenses necessary or incidental to the construction, purchase or acquisition of the completed project or to determining the feasibility or

practicability of the project; administrative expenses and such other expenses as may be necessary or incidental to the financing herein authorized. There may also be included, as part of such cost of project, the repayment of any loans made for the advance payment of any part of such cost, including the interest thereon at rates to be determined by the Authority, which loans are hereby authorized if made payable solely from the proceeds of such Authority's bonds or notes or revenues to be received in connection with the leasing sale or financing of the project. The cost of any project may also include a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, and such other reserves as may be reasonably required by the Authority with respect to the financing and operation of its projects and as may be authorized by any bond resolution or trust agreement or indenture pursuant to the provisions of which the issuance of any such bonds may be authorized. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds or notes issued.

(d) The terms 'revenue bonds' and 'bonds' shall mean any bonds of the Authority which are hereunder authorized to be issued, including refunding bonds, as though such revenue bonds had originally been authorized to be issued under the provisions of the Revenue Bond Law (Ga. Laws 1957, p. 36, et seq., as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Ga. Laws 1937, p. 761, et seq., as amended) and in addition shall also mean any obligations of the Authority, the issuance of which are hereinafter specifically provided for.

(e) Any project or combination of projects shall be deemed 'self-liquidating' if, in the judgment of the Authority the revenues and earnings to be derived by the Authority therefrom, including, but not limited to, any revenues derived from the City of College Park or other political subdivision under any contracts with the Authority, will be sufficient to pay the cost of operating, repairing and maintaining the project to pay the principal and interest on the revenue bonds which may be issued to finance, in whole or in part, the cost of such project, projects, or combination of projects.

5. Powers. The Authority shall have the powers:

- (a) To adopt and alter a corporate seal;
- (b) To acquire by purchase, lease or otherwise, and to hold, lease and dispose of real and personal property of every kind and character for its corporate purposes;
- (c) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, or by condemnation upon the approval of the Mayor and Council of the City of College Park and in accordance with the provisions of any and all laws applicable to the condemnation of property for public use, real property, or rights or easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the Authority, the Authority being under no obligation to accept and pay for any property condemned under the provisions hereof, except from the funds provided under the authority hereof, and in any proceedings to condemn, such orders may be made by the court having jurisdiction of the suit, action or proceedings as may be just to the Authority and to the owners of the property to be condemned; and no property shall be acquired under the provisions hereof upon which any lien or other encumbrance exists, unless at the time such property is so acquired a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or encumbrance;
- (d) To appoint, select and employ officers, agents and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and fix their respective compensations;
- (e) To make contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be erected or acquired, and to contract with the City of College Park and with the State of Georgia and any departments, institutions, agencies, counties, municipalities or political subdivisions of the State of Georgia,

public corporations and with others upon such terms and for such purposes as may be deemed advisable for a term not exceeding fifty years; and the City of College Park is hereby authorized to enter into contracts and related agreements for the use by the City of College Park or the residents hereof of any project, structure, building or facility or a combination of two or more projects, structures, buildings or facilities of the Authority for a term not exceeding fifty years; and said City shall be and the same is hereby specifically authorized to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate said City to make payment thereof to the Authority upon such terms as may be provided in any contract entered into by and between the Authority and the City of College Park, in order to enable the Authority to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Authority to pay the cost of maintaining, repairing and operating the property or facilities so furnished by said Authority;

(f) To acquire, construct, own, repair, add to, extend, improve, equip, operate, maintain and manage projects, as hereinabove defined, the cost of any such project to be paid, in whole or in part, from the proceeds of revenue bonds of the Authority or from such proceeds and any grant or contribution from the United States of America or any agency or instrumentality thereof or from the State of Georgia or any agency or instrumentality thereof;

(g) To accept loans and/or grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof, upon such terms and conditions as the United States of America or such agency or instrumentality may require;

(h) To accept loans and/or grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof, upon such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision may require;

(i) To borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof;

(j) To exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with the Constitution and laws of this State; and

(k) To do all things necessary or convenient to carry out the powers expressly given hereunder.

6. Revenue Bonds. The Authority, or any authority or body which has or which may in the future succeed to the powers, duties and liabilities vested in the Authority created hereby, shall have power and is hereby authorized to provide by resolution for the issuance of negotiable revenue bonds, subject to the approval by the Mayor and Council of the City of College Park, for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal of and interest on such revenue bonds shall be payable solely from the special funds herein provided for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates per annum, payable at such time or times, shall mature at such time or times not exceeding 40 years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions as may be fixed by the Authority in the resolution providing for the issuance of the bonds.

7. Same; Form; Denomination; Registration; Place of Payment. The Authority shall determine the form of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of the principal thereof and the interest thereon, which may be at any bank or trust company within or without the State. The bonds may be issued in coupon or registered forms, or both, as the Authority may determine, and provision may be made for the registration of any coupon bond as to principal alone and also as to both principal and interest.

8. Same; Signature; Seal. In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such delivery. All such bonds shall be signed by the Chairman of the Authority and the official seal of the Authority shall be affixed thereto and attested by the Secretary-Treasurer of the Authority. Either of such signatures on any coupons may be by facsimile signature of the Chairman and Secretary-Treasurer of the Authority in accordance with the provision of applicable law. Any bond may be signed, sealed and attested on behalf of the Authority by such persons as the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of such bonds such persons may not have been so authorized or shall not have held such office.
9. Same; Negotiability. All revenue bonds issued under the provisions of this Act shall have and are hereby declared to be negotiable under the Laws of this State subject to provisions for registration.
10. Same; Sale; Proceeds of Bonds. The Authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the Authority and the proceeds derived from the sale of such bonds shall be used solely for the purpose provided in the proceedings authorizing the issuance of such bonds.
11. Same; Interim Receipts and Certificates or Temporary Bonds. Prior to the preparation of definitive bonds, the Authority may, under like restrictions, issue interim receipts, interim certificates or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.
12. Same; Replacement of Lost or Mutilated Bonds. The Authority may also provide for the replacement of any bonds or coupons which shall become mutilated or be destroyed or lost.
13. Same; Conditions Precedent to Issuance. Such revenue bonds may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions and things which are specified or required hereunder.

Any resolution, providing for the issuance of revenue bonds under the provisions hereof shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the Authority.

14. Same; Credit not Pledged and Debt not Created. Revenue bonds issued by the Authority hereunder shall not be deemed to constitute a debt of the City of College Park, nor of the State of Georgia or any municipality, county, authority, instrumentality or political subdivision of the State of Georgia, which may contract with such Authority.

15. Same; Trust Indentures as Security. In the discretion of the Authority, any issue of such revenue bonds may be secured by a trust indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the State. Such trust indenture may pledge or assign fees, tolls, revenues and earnings to be received by the Authority. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair and insuring of the project, and the custody, safeguarding and application of all monies; and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the Authority, and satisfactory to the original purchasers of the bonds; and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other monies be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this State or any other State or the United States to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the Authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in trust indentures securing

bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the Authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation and repair of the project affected by such indenture.

16. To Whom Proceeds Shall be Paid. The Authority shall, in the resolution providing for the issuance of revenue bonds or in the trust indenture, provide for the payment of the proceeds of the sale of bonds to any officer or person who, or any agency, bank or trust company which, shall act as trustee of such funds and shall hold and apply the same to the purposes hereof, subject to such regulations as such resolutions or trust indentures may provide.

17. Sinking Fund. The revenues, fees, tolls and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings, and revenues were produced by a particular project for which bonds have been issued, unless otherwise pledged and allocated, may be pledged and allocated by the Authority to the payment of the principal of and interest on revenue bonds of the Authority, as the resolution authorizing the issuance of the bonds or in the trust instrument may provide, and such funds, so pledged from whatever source received, which said pledge may include funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture, into a sinking fund, which said sinking fund shall be pledged to and charged with the payment of (1) the interest upon such revenue bonds as such interest shall fall due, (2) the principal of the bonds as the same shall fall due, (3) the necessary charges of paying agents for paying principal and interest and other investment charges, and (4) any premium upon bonds retired by call or purchase as hereinabove provided. The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be maintained as a trust account for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds, or in the trust indenture, any surplus monies in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds

so purchased or redeemed shall forthwith be cancelled and shall not again be issued.

18. Remedies of Bondholders. Any holder of revenue bonds issued under the provisions of this Act or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder or under such resolution or trust indenture, and may enforce and compel performance of all duties required by this Act or by such resolution or trust indenture, to be performed by the Authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

19. Funding and Refunding Bonds. The Authority is hereby authorized to provide by resolution, subject to the approval of the Mayor and Council of the City of College Park, for the issuance of bonds of the Authority for the purpose of funding or refunding any revenue bonds issued under the provisions of this Act and then outstanding, together with accrued interest thereon and premium, if any. The issuance of such funding or refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the Authority in respect to the same, shall be governed by the foregoing provisions of this Act insofar as the same may be applicable.

20. Venue and Jurisdiction. Any action to protect or enforce any rights under the provisions of this Act or any suit or action against such Authority shall be brought in the Superior Court of Fulton County, Georgia, and any action pertaining to the validation of any bonds issued under the provisions of this Act shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.

21. Validation. Bonds of the Authority shall be confirmed and validated in accordance with the procedure of the Revenue Bond Law, as amended, or as some may be hereafter amended. The petition or validation shall also make a party defendant to such action

any municipality, county, authority, political subdivision or instrumentality of the State of Georgia which has contracted with the Authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and any such municipality, county, authority, political subdivisions or instrumentality shall be required to show cause, if any exist, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the contract or contracts adjudicated as a part of the basis of the security for the payment of any such bonds of the Authority. The bonds, then validated, and the judgment of validation shall be final and conclusive with respect to such bonds and the security for the payment thereof and interest thereon and against the Authority issuing the same, and any municipality, county, authority, political subdivision or instrumentality, if a party to the validation proceedings, contracting with the said Authority.

22. Interest of Bondholders Protected. While any of the bonds issued by the Authority remain outstanding, the powers, duties or existence of said Authority or of its officers, employees or agents shall not be diminished or impaired in any manner that will affect adversely the interests and rights of the holders of such bonds.

23. Monies Received Considered Trust Funds. All monies received pursuant to the authority of this Act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees and earnings, shall be deemed to be trust funds to be held and applied solely as provided in this Act.

24. Rates, Charges and Revenues; Use. The Authority is hereby authorized to prescribe and fix rents and rates and to revise same from time to time and to collect payments, fees, tolls and charges on each project or for the services, facilities and commodities furnished; and in anticipation of the collection of the revenues of such undertakings or projects, to issue revenue bonds as herein provided to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of its undertakings or projects; and to pledge to the punctual payment of said bonds, and interest thereon, all or any part of the revenues of such undertakings or projects, including the revenues of improvements, betterments or extensions thereto thereafter made.

25. Rules and Regulations for Operation of Projects. It shall be the duty of the Authority to prescribe rules and regulations for the operation of the project or projects constructed under the provisions hereof, including the basis on which services and facilities, or both, shall be furnished.

26. Governmental Function. It is hereby declared that the Authority is created for a public purpose and will be performing an essential governmental function in the exercise of the powers conferred upon it hereunder in the development and promotion of civic and cultural growth, public welfare, trade, commerce, education, amusement, recreation or to alleviate traffic congestion in the City of College Park and thereby better protect the lives and property of its residents and others using its streets.

27. Immunity From Tort Actions. The Authority shall have the same immunity and exemption from liability for torts and negligence as the State of Georgia and the officers, agents and employees of the Authority, when in the performance of the work of the Authority, shall have the same immunity and exemption from liability for torts and negligence as the officers, agents and employees of the State of Georgia. The Authority may be sued in the same manner as private corporations may be sued on any contractual obligations to the Authority.

28. Property Subject to Levy and Sale. The property of the Authority shall not be subject to levy and sale under legal process except such property, revenue, income or funds as may be pledged, assigned, mortgaged or conveyed to secure an obligation of the Authority, and any such property, revenue, funds or income may be sold under legal process or under any power granted by the Authority to enforce payment of the obligation.

29. Construction. This amendment and all provisions, rights, powers and authority granted hereunder shall be effective, notwithstanding any other provision of the Constitution to the contrary, and this amendment and any law enacted with reference to the Authority shall be liberally construed for the accomplishment of its purposes.

30. Special Tax Districts. The City of College Park shall be empowered and authorized to create special tax districts within the

City of College Park upon the areas of any projects for redevelopment or development that said Authority may determine, and to levy and collect taxes within said districts based on values of real property fixed by the tax digest of the City of College Park to meet, pay for and retire any and all financial obligations of the Authority, its bonds and/or revenue certificates, and may pledge said revenue, and to levy and collect taxes within said districts for the retirement of said financial obligations. No such special taxes shall be levied by the City of College Park for any purpose against property used exclusively for residential purposes within any such tax district.

31. **Effective Date.** This amendment shall be effective immediately upon proclamation of its ratification by the Governor.

32. **General Assembly.** This amendment is self-enacting and does not require any enabling legislation for it to become effective. However, the General Assembly may, by law, further define and prescribe the powers and duties of the Authority and the exercise thereof and may enlarge and restrict the same and may, likewise, further regulate the management and conduct of the Authority not inconsistent with any other provisions of this Constitution. The Authority shall be an instrumentality of the State of Georgia, and the scope of its operation shall be limited to the territory embraced within the corporate limits of the City of College Park, Georgia, as the same now or may hereafter exist."

Section 2. The above proposed amendment to the Constitution shall be published and submitted as provided in Article XII, Section I, Paragraph I of the Constitution of Georgia of 1976, as amended.

The ballot submitting the above proposed amendment shall have written or printed thereon the following:

- YES Shall the Constitution be amended so as to create the College Park Business and Industrial Development Authority and to provide for the powers, authority and duties of such Authority, and to authorize the Authority to issue revenue bonds, and to authorize the Authority to contract with the State of Georgia or any of its
- NO

departments or instrumentalities, public corporations and others and to authorize the City of College Park to contract with the Authority and to authorize the City of College Park to make payments to the Authority upon such terms as may be provided in any contract entered into between the Authority and the City of College Park and to authorize the City of College Park to create special business and industrial tax districts?"

All persons desiring to vote in favor of ratifying the proposed amendment shall vote "Yes". All persons desiring to vote against ratifying the proposed amendment shall vote "No".

If such amendment shall be ratified as provided in said Paragraph of the Constitution, it shall become a part of the Constitution of this state.

2

BYLAWS OF THE COLLEGE PARK
BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY
AS ADOPTED APRIL 14, 2005 AND AMENDED SEPTEMBER 8, 2005

ARTICLE I - THE AUTHORITY

Section 1 - Name of Authority. The name of the Authority shall be "The College Park Business And Industrial Development Authority."

Section 2 - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3 - Office of Authority. The principal office of Authority shall be located at 3667 Main Street, College Park, Georgia 30337, but a majority of the members of the Board of the Authority shall have the right to establish and maintain offices and hold meetings at such other places as they, from time to time, may designate, including but not limited to the Georgia International Convention Center in College Park, Georgia.

Section 4 - Official Acts of the Authority. Except as otherwise provided in these Bylaws, all debts, conveyances, liens, trusts, bonds, duties, or other evidence of debt, contracts and obligations, shall be executed in the name of the Authority and signed by the Chairperson, or in his or her absence or unavailability, the Vice-Chairperson, and attested by the Secretary, or in his or her absence or unavailability, the Assistant Secretary, and the Seal of the Authority shall be affixed thereto.

Section 5 - Authority Membership. The Authority shall consist of seven (7) members, one of whom shall be the Mayor of the City of College Park, Georgia, or his or her designated member from the City Council of the City of College Park. The Mayor of

the City of College Park or his or her designee shall serve during the term of office for which he or she was elected. The remaining six members of the Authority shall be filled by resolution of the Mayor and Council of the City of College Park, and shall serve staggered four year terms as follows. Upon completion of a term of a member, each successor shall be appointed for a four year term and until his or her successor has been selected and appointed. All persons who have resided within the limits of the City of College Park for at least six months shall be eligible for nomination to membership on the Authority. The members of the Authority shall enter upon their duties immediately upon their respective appointments. Any member of the Authority may be selected and appointed to succeed himself or herself.

Section 6 – Quorum – Acts of the Authority. Four members of the Authority shall constitute a quorum for transacting all business of the Authority. A majority of the members shall be empowered to exercise all rights, transact all business, and perform all duties of the Authority, but a smaller number may adjourn from time to time until a quorum is obtained, and no vacancies on the Authority shall impair the right of the quorum to act. In the event of a vacancy on the Authority through death, resignation, or otherwise, the same shall be filled for the unexpired term of the member ceasing to be a member of the Authority in the same manner that such member originally became a member of the Authority.

ARTICLE II - OFFICERS

Section 1 - Officers of Authority. The officers of the Authority shall be a Chairperson, a Vice-Chairperson, a Secretary, and an Assistant Secretary. The Chairperson, Vice-Chairperson, and Secretary shall be members of the Board of the

Authority, and the Assistant Secretary may be an officer or employee of the City of College Park appointed by the Board of the Authority to serve as Assistant Secretary. Each of the foregoing officers of the Authority shall be elected by a majority of the members of the Authority at the first annual meeting of each calendar year, or as soon thereafter as such election shall be accomplished, and each officer shall be elected for a term of one year, commencing on January 1 and ending on December 31, and shall continue to serve until his or her successor is duly qualified and elected. Any officer may succeed himself or herself if duly elected as provided for herein.

Section 2 - Chairperson. The Chairperson shall preside at all meetings of the Board of the Authority. The Chairperson shall sign all contracts, deeds and other instruments made by the Authority, except as otherwise provided in these Bylaws. At each meeting, the Chairperson shall submit such recommendations and information as he or she may consider proper concerning the business affairs and policies of the Authority.

Section 3 - Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or unavailability of the Chairperson, including the signing of all contracts, deeds and other instruments made by the Authority, and in the case of a death or resignation of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the members of the Board of the Authority shall select a new Chairperson.

Section 4 - The Director of Finance. The Director of the Department of Finance for the City of College Park shall have the care and custody of all funds of the Authority and shall deposit the same in such bank or banks as the Authority or the City may designate. The City Director of Finance shall sign all orders and checks for the payment

of money and shall pay out and disburse such moneys under the direction of the members of the Board of the Authority and the direction of the Mayor and City Council for the City of College Park. The City Director of Finance shall keep regular books of accounts showing receipts and expenditures and shall render to the members of the Board of the Authority and the Mayor and City Council for the City of College Park, at least quarterly, an account of Authority transactions, and also of the financial condition of the Authority. The City Director of Finance shall give such bond for the faithful performance of his or her duties as the Authority or the Mayor and City Council for the City of College Park may require.

Section 5 - Secretary. The Secretary shall act as Secretary of the meetings of the Board of the Authority and record all votes, and shall keep a record of the proceedings of the Board of the Authority in a journal of proceedings to be kept for such purposes and shall perform all duties incident to his or her office. He or she shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

Section 6 - Assistant Secretary. The members of the Board of the Authority are hereby authorized to appoint an employee of the City of College Park or other qualified person to record and/or take the official minutes of the meetings and proceedings of the Authority, as Assistant Secretary. The Assistant Secretary shall record and prepare the minutes of each meeting in the manner prescribed by the Authority and shall submit such to the Board for review, amendment, and approval. The Assistant Secretary shall be authorized to act in the absence or unavailability of the Secretary to certify or to attest to any act or action of the Authority, to any contract or other instrument of the Authority,

and to certify or to attest to the authenticity of the signature of any officer of the Authority, and to affix the seal of the Authority. The Assistant Secretary shall be appointed by the Board of the Authority.

Section 7 - Vacancies. Should any of the foregoing offices become vacant, the members of the Board of the Authority shall elect a successor as aforesaid at the next regular meeting, or as soon thereafter as practicable, and such election shall be for the unexpired term of said office. Should the office of the Assistant Secretary become vacant, the Authority shall also appoint a successor as aforesaid.

Section 8 - Additional Officers, Agents and Employees. A majority of the members of the Board of the Authority may, from time to time, appoint, select and employ such officers, agents and employees as they deem necessary to exercise the Authority's powers, duties and functions as prescribed by the laws of the State of Georgia, including but not limited to the Amendment to the Constitution of the State of Georgia found at 1980 Ga. Laws 2071 *et seq.*, including engineering, architectural and construction experts, fiscal agents, and attorneys, and may fix their respective compensations, all as provided for in 1980 Ga. Laws 2017 *et seq.* The Authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

ARTICLE III - MEETINGS

Section 1 - Regular Meetings. Regular meetings may be held at such places and at such times as may, from time to time, be determined by resolution of the Authority, and all such meetings shall be subject to the Georgia Open Meetings laws.

Section 2 - Special Meetings. The Chairperson of the Authority may, when he or she deems it expedient, or upon the written request of at least three (3) members of the Board of the Authority, shall, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Board of the Authority or may be mailed to the business or home address of each member of the Board of the Authority, so that such call is received by each member at least three days prior to the date of the special meeting. Any member may waive this delivery requirement in writing, before, at, or after such special meeting. Any such special meeting shall be subject to the Georgia Open Meetings Law, as the same may be amended, from time to time.

Section 3 - Minutes of Meetings. The Assistant Secretary shall record and prepare the minutes of each meeting in the manner prescribed by the Authority and shall submit the same to the Board for review and approval. All written reports and resolutions, and all contracts, deeds, and other documents presented to the Authority for its review or approval shall be made a part of the official minutes, and copies thereof, including signed copies when applicable, shall be kept in a notebook or binder as a part of the official minutes, in the same location and in the same manner as the official minutes are kept, shall be available for review and copying by any member of the Authority, and shall be subject to the Georgia Open Records Law, as amended from time to time.

Section 4 - Order of Business. At regular meetings of the Authority, the following shall normally be the order of business, unless otherwise decided by a majority of the members of the Board:

1. Call to Order

2. Additions, Deletions, Amendments, or Changes to the Agenda
3. Approval of minutes
4. Announcements
5. Reports and Updates
6. Old Business
7. New Business
8. Other Business
9. Reports of Authority members
10. Adjournment

Actions taken shall be in the form of motion or resolution. All resolutions shall be in writing and shall be kept with the minutes of the proceedings of the Authority.

Section 5 - Manner of Voting. The voting on all questions coming before the Authority may be taken by a show of hands or may be by roll call, and the “yeas” and “nays” of all those present and voting shall be entered upon the minutes of such meetings.

ARTICLE IV

There shall be no expenditure of any funds of the Authority in excess of \$2,500.00 unless approved by a majority of the members of the Authority. The City Manager for the City of College Park may authorize the expenditure of funds of the Authority up to and including \$2,500.00 in any single, independent transaction.

ARTICLE V - AMENDMENTS

The Bylaws of the Authority shall be amended only with the approval of at least four (4) members of the Board of the Authority at a duly convened regular or special meeting, but no such amendment shall be adopted unless at least seven days written

notice shall be given to all members of the Board of the Authority. This notice may be waived by the affirmative action of all members of the Board of the Authority upon any proposed amendment.

CERTIFICATION OF BYLAWS

The within and foregoing pages, numbered one through eight, constitute a true and correct copy of the Bylaws of the College Park Business and Industrial Development Authority as duly adopted at the regular meeting of the Authority held on April 14, 2005, and amended at the regular meeting of the Authority held on September 8, 2005. The original Bylaws, as amended, are on file in the Authority office, College Park City Hall, 3667 Main Street, College Park, Georgia 30337.

Jeffrey K. Green, Chairperson
College Park Business and Industrial
Development Authority

Jane Randolph, Secretary
College Park Business and Industrial
Development Authority

[Seal]

3

GEORGIA OPEN MEETINGS LAW

A SUMMARY FOR MEMBERS OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

(PRIVILEGED ATTORNEY – CLIENT COMMUNICATION)

(Note: The law used for this summary is effective January 1, 2006. The Georgia General Assembly amends these “sunshine” laws often).

1. What is a “meeting”?

A “gathering of a quorum” (for BIDA, four members) “pursuant to schedule, call, or notice ... at a designated time and place at which any ... [business] ... is to be discussed or presented” OR “official action is to be taken.”

Also includes a “gathering of a quorum” of “any committee” created by the BIDA Board for such purposes.

2. What are the “public access” requirements for a “meeting”?

Must be “open to the public”, i.e., “the public shall be afforded access” to such “meetings” and “visual, sound, and visual and sound recording during open meetings [must] be permitted.”

3. What are the “notice” requirements for a “meeting”?

BIDA “shall prescribe the time, place, and dates of regular meetings” and “such information [must] be available to the general public.” Also, “notice containing such information shall be posted ... in a conspicuous place available to the general public at the regular meeting place of [BIDA]” (i.e., the GICC and City Hall).

If BIDA calls a “special meeting”, same requirements apply; but “notice” must be “posted ... at least 24 hours” prior to such special meetings, and also given to the “legal organ” for Fulton County, i.e., the Fulton County Daily Report.

4. What are the “agenda” requirements for a “meeting”?

The “agenda” for the meeting must be made “available” to the public and also “posted at the meeting site” (GICC and City Hall). The agenda should include “all matters expected to come before” the body; however, the “failure to include on the agenda an item which becomes necessary to address during the course of a meeting shall not preclude considering and acting upon such item.”

5. What are the requirements after a “meeting”?

A “summary of the subjects acted on and those members present” must be “written and made available to the public for inspection within two business days of the adjournment.”

Also, the “minutes” must be “promptly recorded” and “open to public inspection once approved as official” (but no “later than immediately following the next regular meeting”). The minutes must include “names of members present”, a “description of each motion or other proposal made” and “a record of all votes.”

6. What are the exceptions to open meetings?

Meeting can be closed “to consult and meet with legal counsel pertaining to pending or potential litigation ...”, but may not be closed “for advice ... on whether to close a meeting.”

Meeting can be closed to “discuss ... the future acquisition of real estate” but you must still comply with “notice” and “minutes” requirements, though the identity of the real estate to be acquired may be kept confidential until it is acquired, or the acquisition is “terminated [or] abandoned”, or a condemnation filed.

Meeting can be closed to “discuss” and “deliberate upon” personnel actions (e.g., hiring, firing, compensation etc.), but “not when receiving evidence or hearing argument on charges to determine disciplinary action or dismissal” of public officer or employee. However, any “vote” must “be taken in public.”

7. How do you “close” a meeting?

A “majority vote of a quorum” must be taken to close a meeting; the “specific reasons for such closure shall be entered upon the official minutes”; the “names of members voting for closure” must be recorded in the minutes, and “made available” to public.

8. What are the other requirements for closed meetings?

The “closed portion” of the meeting must be restricted to the confidential matter; if any non-confidential topic is raised, the meeting must be reopened to discuss that topic. Also, the officer presiding at that meeting must sign an affidavit, for filing with the minutes, stating that the “subject matter” in the closed session “was devoted to” the confidential topic, and “identifying the relevant exception.”

8. What are the penalties for a violation of the Georgia Open Meetings Law?

A criminal penalty for a “knowing” and “willful” violation: a misdemeanor, punishable by “a fine not to exceed \$500.00.”

A civil penalty for any violation is that “any ... official action” taken “shall not be binding” if challenged in court within 90 days.

or other tangible property in possession of covered agencies which is used or held exclusively or principally by personnel transferred under this Code section shall be transferred to the Office of State Administrative Hearings as of July 1, 1994.

(b) All such transfers shall be subject to the approval of the chief state administrative law judge and such personnel or property shall not be transferred if the chief state administrative law judge determines that the hearing officer, staff, equipment, or property should remain with the transferring agency.

(c) Funding for functions and positions transferred to the Office of State Administrative Hearings under this article shall be transferred as provided for in Code Section 45-12-90. The employees of the Office of State Administrative Hearings shall be in the classified service of the state merit system; provided, however, that the chief administrative law judge may place positions in the unclassified service as authorized in Article 1 of Chapter 20 of Title 45 and may also place an additional ten assistant administrative law judges in the unclassified service.

(d) The chief state administrative law judge shall assess agencies the cost of services rendered to them in the conduct of hearings.

(e)(1) Any full-time hearing officer of the State Personnel Board used exclusively or principally to conduct or preside over hearings for such board immediately prior to July 1, 1997, shall be administratively transferred to the Office of State Administrative Hearings if such employee qualifies under Code Section 50-13-40. Any person serving immediately prior to July 1, 1997, as an independent hearing officer under contract or written order of appointment shall be administratively transferred to the Office of State Administrative Hearings as of July 1, 1997, and shall continue as a special assistant administrative law judge. All full-time staff of the State Personnel Board who have exclusively or principally served as support staff for administrative hearings conducted by such hearing officers shall be administratively transferred to the Office of State Administrative Hearings as of July 1, 1997. All equipment or other tangible property in possession of the State Personnel Board which is used or held exclusively or principally by personnel transferred under this subsection shall be transferred to the Office of State Administrative Hearings as of July 1, 1997.

(2) Funding for functions and positions transferred to the Office of State Administrative Hearings under this subsection shall be transferred as provided for in Code Section 45-12-90.

50-14-1.

(a) As used in this chapter, the term:

(1) 'Agency' means:

(A) Every state department, agency, board, bureau, commission, public corporation, and authority;

(B) Every county, municipal corporation, school district, or other political subdivision of this state;

(C) Every department, agency, board, bureau, commission, authority, or similar body of each such county, municipal corporation, or other political subdivision of the state;

(D) Every city, county, regional, or other authority established pursuant to the laws of this state; and

(E) Any nonprofit organization to which there is a direct allocation of tax funds made by the governing authority of any agency as defined in this paragraph and which allocation constitutes more than 33 1/3 percent of the funds from all sources of such organization; provided, however, this subparagraph shall not include hospitals, nursing homes, dispensers of pharmaceutical products, or any other type organization, person, or firm furnishing medical or health services to a citizen for which they receive reimbursement from the state whether directly or indirectly; nor shall this term include a subagency or affiliate of such a nonprofit organization from or through which the allocation of tax funds is made.

(2) 'Meeting' means the gathering of a quorum of the members of the governing body of an agency or of any committee of its members created by such governing body, whether standing or special, pursuant to schedule, call, or notice of or from such governing body or committee or an authorized member, at a designated time and place at which any public matter, official business, or policy of the agency is to be discussed or presented or at which official action is to be taken or, in the case of a committee, recommendations on any public matter, official business, or policy to the governing body are to be formulated, presented, or discussed. The assembling together of a quorum of the members of a governing body or committee for the purpose of making inspections of physical facilities under the jurisdiction of such agency or for the purposes of meeting with the governing bodies, officers, agents, or employees of other agencies at places outside the geographical jurisdiction of an agency and at which no final official action is to be taken shall not be deemed a 'meeting.'

(b) Except as otherwise provided by law, all meetings as defined in subsection (a) of this Code section shall be open to the public. Any resolution, rule, regulation, ordinance, or other official action of an agency adopted, taken, or made at a meeting which is not open to the public as required by this chapter shall not be binding. Any action contesting a resolution, rule, regulation, ordinance, or other formal action of an agency based on an alleged violation of this provision must be commenced within 90 days of the date such contested action was taken, provided that any action under this chapter contesting a zoning decision of a local governing authority shall be commenced within the time allowed by law for appeal of such zoning decision.

(c) The public at all times shall be afforded access to meetings declared open to the public pursuant to subsection (b) of this Code section. Visual, sound, and visual and sound recording during open meetings shall be permitted.

(d) Every agency shall prescribe the time, place, and dates of regular meetings of the agency. Such information shall be available to the general public and a notice containing such information shall be posted and maintained in a conspicuous place available to the public at the regular meeting place of the agency. Meetings shall be held in accordance with a regular schedule, but nothing in this subsection shall preclude an agency from canceling or postponing any regularly scheduled meeting. Whenever any meeting required to be open to the public is to be held at a time or place other than at the time and place

prescribed for regular meetings, the agency shall give due notice thereof. 'Due notice' shall be the posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held or at the option of the agency to a newspaper having a general circulation in said county at least equal to that of the legal organ; provided, however, that in counties where the legal organ is published less often than four times weekly 'due notice' shall be the posting of a written notice for at least 24 hours at the place of regular meetings and, upon written request from any local broadcast or print media outlet whose place of business and physical facilities are located in the county, notice by telephone or facsimile to that requesting media outlet at least 24 hours in advance of the called meeting. When special circumstances occur and are so declared by an agency, that agency may hold a meeting with less than 24 hours' notice upon giving such notice of the meeting and subjects expected to be considered at the meeting as is reasonable under the circumstances including notice to said county legal organ or a newspaper having a general circulation in the county at least equal to that of the legal organ, in which event the reason for holding the meeting within 24 hours and the nature of the notice shall be recorded in the minutes. Whenever notice is given to a legal organ or other newspaper, that publication shall immediately make the information available upon inquiry to any member of the public. Any oral notice required or permitted by this subsection may be given by telephone.

(e)(1) Prior to any meeting, the agency holding such meeting shall make available an agenda of all matters expected to come before the agency at such meeting. The agenda shall be available upon request and shall be posted at the meeting site, as far in advance of the meeting as reasonably possible, but shall not be required to be available more than two weeks prior to the meeting and shall be posted, at a minimum, at some time during the two-week period immediately prior to the meeting. Failure to include on the agenda an item which becomes necessary to address during the course of a meeting shall not preclude considering and acting upon such item.

(2) A summary of the subjects acted on and those members present at a meeting of any agency shall be written and made available to the public for inspection within two business days of the adjournment of a meeting of any agency. The minutes of a meeting of any agency shall be promptly recorded and such records shall be open to public inspection once approved as official by the agency, but in no case later than immediately following the next regular meeting of the agency; provided, however, nothing contained in this chapter shall prohibit the earlier release of minutes, whether approved by the agency or not. Said minutes shall, as a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, and a record of all votes. In the case of a roll-call vote the name of each person voting for or against a proposal shall be recorded and in all other cases it shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining.

(f) An agency with state-wide jurisdiction shall be authorized to conduct meetings by telecommunications conference, provided that any such meeting is conducted in

compliance with this chapter.

50-14-2.

This chapter shall not be construed so as to repeal in any way:

- (1) The attorney-client privilege recognized by state law to the extent that a meeting otherwise required to be open to the public under this chapter may be closed in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved; provided, however, the meeting may not be closed for advice or consultation on whether to close a meeting; and
- (2) Those tax matters which are otherwise made confidential by state law.

50-14-3.

This chapter shall not apply to the following:

- (1) Staff meetings held for investigative purposes under duties or responsibilities imposed by law;
- (2) The deliberations and voting of the State Board of Pardons and Paroles; and in addition said board may close a meeting held for the purpose of receiving information or evidence for or against clemency or in revocation proceedings if it determines that the receipt of such information or evidence in open meeting would present a substantial risk of harm or injury to a witness;
- (3) Meetings of the Georgia Bureau of Investigation or any other law enforcement agency in the state, including grand jury meetings;
- (4) Meetings when any agency is discussing the future acquisition of real estate, except that such meetings shall be subject to the requirements of this chapter for the giving of the notice of such a meeting to the public and preparing the minutes of such a meeting; provided, however, the disclosure of such portions of the minutes as would identify real estate to be acquired may be delayed until such time as the acquisition of the real estate has been completed, terminated, or abandoned or court proceedings with respect thereto initiated;
- (5) Meetings of the governing authority of a public hospital or any committee thereof when discussing the granting, restriction, or revocation of staff privileges or the granting of abortions under state or federal law;
- (6) Meetings when discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee but not when receiving evidence or hearing argument on charges filed to determine disciplinary action or dismissal of a public officer or employee. The vote on any matter covered by this paragraph shall be taken in public and minutes of the meeting as provided in this chapter shall be made available. Meetings by an agency to discuss or take action on the filling of a vacancy in the membership of the agency itself shall at all times be open to the public as provided in this chapter;
- (7) Adoptions and proceedings related thereto;

(8) Meetings of the board of trustees or the investment committee of any public retirement system created by Title 47 when such board or committee is discussing matters pertaining to investment securities trading or investment portfolio positions and composition; and

(9) Meetings when discussing any records that are exempt from public inspection or disclosure pursuant to paragraph (15) of subsection (a) of Code Section 50-18-72 or when discussing any information a record of which would be exempt from public inspection or disclosure under said paragraph.

50-14-4.

(a) When any meeting of an agency is closed to the public pursuant to any provision of this chapter, the specific reasons for such closure shall be entered upon the official minutes, the meeting shall not be closed to the public except by a majority vote of a quorum present for the meeting, the minutes shall reflect the names of the members present and the names of those voting for closure, and that part of the minutes shall be made available to the public as any other minutes. Where a meeting of an agency is devoted in part to matters within the exceptions provided by law, any portion of the meeting not subject to any such exception, privilege, or confidentiality shall be open to the public, and the minutes of such portions not subject to any such exception shall be taken, recorded, and open to public inspection as provided in subsection (e) of Code Section 50-14-1.

(b) When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the chairperson or other person presiding over such meeting shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

50-14-5.

(a) The superior courts of this state shall have jurisdiction to enforce compliance with the provisions of this chapter, including the power to grant injunctions or other equitable relief. In addition to any action that may be brought by any person, firm, corporation, or other entity, the Attorney General shall have authority to bring enforcement actions, either civil or criminal, in his or her discretion as may be appropriate to enforce compliance with this chapter.

(b) In any action brought to enforce the provisions of this chapter in which the court determines that an agency acted without substantial justification in not complying with this chapter, the court shall, unless it finds that special circumstances exist, assess in favor of the complaining party reasonable attorney's fees and other litigation costs reasonably incurred. Whether the position of the complaining party was substantially justified shall be determined on the basis of the record as a whole which is made in the proceeding for which fees and other expenses are sought.

(c) Any agency or person who provides access to information in good faith reliance on the requirements of this chapter shall not be liable in any action on account of having provided

access to such information.

50-14-6.

Any person knowingly and willfully conducting or participating in a meeting in violation of this chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$500.00.

50-15-1.

As used in this chapter, the term:

(1) 'Political subdivision' means the state or any local subdivision of the state or public instrumentality or public corporate body created by or under authority of state law, including, but not limited to, municipalities, counties, school districts, special taxing districts, conservation districts, authorities, and any other state or local public instrumentality or corporation which has the right to bring and defend actions or to issue its bonds or other obligations as evidence of indebtedness under any provision of law and also means any corporate or other entity which leases a public improvement to such political subdivision; and the term also means the governing body of such political subdivision and its members and officers in their official capacity.

(2) 'Public lawsuit' means any action whereby the validity, reasonability, soundness, location, wisdom, feasibility, extent, or character of construction, improvement, financing, or leasing of any public improvement, project, or facility by any political subdivision, as owner or as lessee, is questioned directly or indirectly, including, but not limited to, actions for declaratory judgments or injunctions or interventions to declare invalid or to enjoin or to prevent such construction, improvement, financing, or leasing as lessor or as lessee and means any action to prevent or declare invalid or enjoin the creation, organization, or formation of any such political subdivision. This definition as used in this chapter shall not be construed to broaden any right of action as is validly limited by applicable law.

50-15-2.

At any time prior to the final determination of a public lawsuit in the trial court or on appeal, any political subdivision which is a party to the action may petition for an order of the court that the opposing party or parties or intervenors be dismissed unless such opposing party or parties or intervenors post a bond with surety to be approved by the court payable to the moving party for the payment of all damages and costs which may accrue by reason of such opposition or intervention in the event the moving party prevails. The moving party shall obtain from a judge of the court an order requiring the opposing party or parties or intervenors to appear at such time and place within 20 days from the filing of the petition as the judge may direct and to show cause, if any exists, why the prayers of the petition should not be granted. The petition and order shall be served in the manner provided by law for the service of orders and pleadings subsequent to the original complaint. If, at the hearing of the petition on the order to show cause, the court determines that it is in the public interest to do so, the court shall set the amount of bond to be filed by

4

GEORGIA OPEN RECORDS LAW

A SUMMARY FOR MEMBERS OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

(PRIVILEGED ATTORNEY – CLIENT COMMUNICATION)

(Note: The law used for this summary is effective as of January 1, 2006. The Georgia General Assembly amends these “sunshine” laws often).

1. What is a “public record”?”

“All documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, or similar material prepared and maintained or received in the course of the operation of a public office or agency”; and also includes “such items received or maintained by a private person or entity on behalf of a public office or agency.”

2. What rights are granted regarding public records?

Public records must “be open for personal inspection by any citizen of [Georgia] at a reasonable time and place”; and copying of such records must be permitted under reasonable rules and regulations adopted by the public agency.

3. Are there limits on the duties of the public entities and officers related to records?

Yes; they are *not* “required to prepare reports, summaries, or compilations not in existence at the time of the request.”

4. What are the time constraints?

The person “in control of such public records shall have a reasonable amount of time to determine whether or not the [records] requested are subject to access” by the public “and to permit inspection and copying.” However, “in no event shall this time exceed three business days”; but “where responsive records exist but are not available within three business days of the request” a “written description of the records” and “a timetable for their inspection and copying” must be provided in three business days.

5. How is the copying and inspection accomplished while accommodating ongoing use of the records by the public official having custody of them?

A citizen may “inspect, take extracts or make copies from any public records while they are in the custody” of a public official, but “such work [must] be done under the supervision of the lawful custodian thereof, or his deputy, who shall have the right to

adopt and enforce reasonable rules governing the work” including reimbursement of the compensation being paid to the public official supervising such work.

6. What are the charges and fees for copying public records?

Unless the law provides for a specific fee (such as for certified records), “the agency may charge and collect a uniform copying fee not to exceed 25 cents per page”; and in addition, “a reasonable charge may be collected for search retrieval, and other direct administrative costs for complying with a request” under the Open Records Law.

7. What are the notice requirements for charging administrative costs and fees?

The agency is required to notify the person requesting records “of the estimated cost of the copying, search retrieval, and other administrative fees” in advance, prior to charging such costs and fees.

8. What records are exempt from disclosure?

The following records are exempt from disclosure under the Open Records Law.

Any records required to be kept confidential by federal law; and

“Medical or veterinary records and similar files” which if disclosed “would be an invasion of personal privacy”; and

Records of law enforcement agencies “in any pending investigation” other than initial police arrest reports and incident reports; and

All “Georgia Uniform Motor Vehicle Accident Reports” except for the persons involved, unless a written “statement of need” is submitted; and

“Confidential evaluations [or] examinations” prepared in connection with the appointment or hiring of a public officers and employees, or related to the “suspension, firing or investigation of complaints” against such persons; and

“Real estate appraisals, engineering or feasibility estimates” or “other records [related to] the acquisition of real property” until the property has been acquired or the proposed acquisition is “terminated or abandoned.”

“Engineers’ cost estimates and pending, rejected, or deferred bids or proposals” until the “final award of the contract is made” or “the project is terminated or abandoned.”

Records “of historical research value” when the donor of the records decides “to place restrictions on access to [such] records” (which may not exceed 75 years from the date of the donation or sale of such records).

9. Is other specific information exempt from disclosure?

Yes; most personal information such as a person's "social security number, insurance or medical information in personnel records" are exempt and "may be redacted" from public records", as well as "an individual's social security number, mother's birth name, credit card information, debit card information, bank account information [and other] financial data or information."

shall remain the same as fixed by the contract under which such copies were published.

50-18-50 through 50-18-55.

Reserved.

50-18-70.

(a) As used in this article, the term 'public record' shall mean all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, or similar material prepared and maintained or received in the course of the operation of a public office or agency. 'Public record' shall also mean such items received or maintained by a private person or entity on behalf of a public office or agency which are not otherwise subject to protection from disclosure; provided, however, this Code section shall be construed to disallow an agency's placing or causing such items to be placed in the hands of a private person or entity for the purpose of avoiding disclosure. Records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, a public agency, or a public office shall be subject to disclosure to the same extent that such records would be subject to disclosure if received or maintained by such agency, public agency, or public office. As used in this article, the term 'agency' or 'public agency' or 'public office' shall have the same meaning and application as provided for in the definition of the term 'agency' in paragraph (1) of subsection (a) of Code Section 50-14-1 and shall additionally include any association, corporation, or other similar organization which: (1) has a membership or ownership body composed primarily of counties, municipal corporations, or school districts of this state or their officers or any combination thereof; and (2) derives a substantial portion of its general operating budget from payments from such political subdivisions.

(b) All public records of an agency as defined in subsection (a) of this Code section, except those which by order of a court of this state or by law are prohibited or specifically exempted from being open to inspection by the general public, shall be open for a personal inspection by any citizen of this state at a reasonable time and place; and those in charge of such records shall not refuse this privilege to any citizen.

(c) Any computerized index of a county real estate deed records shall be printed for purposes of public inspection no less than every 30 days and any correction made on such index shall be made a part of the printout and shall reflect the time and date that said index was corrected.

(d) No public officer or agency shall be required to prepare reports, summaries, or compilations not in existence at the time of the request.

(e) In a pending proceeding under Chapter 13 of this title, the 'Georgia Administrative Procedure Act,' or under any other administrative proceeding authorized under Georgia law, a party may not access public records pertaining to the subject of the proceeding pursuant to this article without the prior approval of the presiding administrative law judge, who shall consider such open record request in the same manner as any other request for information put forth by a party in such a proceeding. This subsection shall not apply to any proceeding under Chapter 13 of this title, relating to the revocation, suspension,

annulment, withdrawal, or denial of a professional education certificate, as defined in Code Section 20-2-200, or any personnel proceeding authorized under Part 7 and Part 11 of Article 17 and Article 25 of Chapter 2 of Title 20.

(f) The individual in control of such public record or records shall have a reasonable amount of time to determine whether or not the record or records requested are subject to access under this article and to permit inspection and copying. In no event shall this time exceed three business days. Where responsive records exist but are not available within three business days of the request, a written description of such records, together with a timetable for their inspection and copying, shall be provided within that period; provided, however, that records not subject to inspection under this article need not be made available for inspection and copying or described other than as required by subsection (h) of Code Section 50-18-72, and no records need be made available for inspection or copying if the public officer or agency in control of such records shall have obtained, within that period of three business days, an order based on an exception in this article of a superior court of this state staying or refusing the requested access to such records.

(g) At the request of the person, firm, corporation, or other entity requesting such records, records maintained by computer shall be made available where practicable by electronic means, including Internet access, subject to reasonable security restrictions preventing access to nonrequested or nonavailable records.

50-18-71.

(a) In all cases where an interested member of the public has a right to inspect or take extracts or make copies from any public records, instruments, or documents, any such person shall have the right of access to the records, documents, or instruments for the purpose of making photographs or reproductions of the same while in the possession, custody, and control of the lawful custodian thereof, or his authorized deputy. Such work shall be done under the supervision of the lawful custodian of the records, who shall have the right to adopt and enforce reasonable rules governing the work. The work shall be done in the room where the records, documents, or instruments are kept by law. While the work is in progress, the custodian may charge the person making the photographs or reproductions of the records, documents, or instruments at a rate of compensation to be agreed upon by the person making the photographs and the custodian for his services or the services of a deputy in supervising the work.

(b) Where fees for certified copies or other copies or records are specifically authorized or otherwise prescribed by law, such specific fee shall apply.

(c) Where no fee is otherwise provided by law, the agency may charge and collect a uniform copying fee not to exceed 25¢ per page.

(d) In addition, a reasonable charge may be collected for search, retrieval, and other direct administrative costs for complying with a request under this Code section. The hourly charge shall not exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the records, has the necessary skill and training to perform the request; provided, however, that no charge shall be made for the first quarter hour.

(e) An agency shall utilize the most economical means available for providing copies of

public records.

(f) Where information requested is maintained by computer, an agency may charge the public its actual cost of a computer disk or tape onto which the information is transferred and may charge for the administrative time involved as set forth in subsection (d) of this Code section.

(g) Whenever any person has requested one or more copies of a public record and such person does not pay the copying charges and charges for search, retrieval, or other direct administrative costs in accordance with the provisions of this Code section:

(1) A county or a department, agency, board, bureau, commission, authority, or similar body of a county is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the county;

(2) A municipal corporation or a department, agency, board, bureau, commission, authority, or similar body of a municipal corporation is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the municipal corporation;

(3) A consolidated government or a department, agency, board, bureau, commission, authority, or similar body of a consolidated government is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the consolidated government;

(4) A county school board or a department, agency, board, bureau, commission, authority, or similar body of a county school board is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the county;

(5) An independent school board or a department, agency, board, bureau, commission, authority, or similar body of an independent school board is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the municipal corporation; and

(6) A joint or regional authority or instrumentality which serves one or more counties and one or more municipal corporations, two or more counties, or two or more municipal corporations is authorized to collect such charges in any manner authorized by law for the collection of taxes, fees, or assessments owed to the county if a county is involved with the authority or instrumentality or in any manner authorized by law for the collection of taxes, fees, or assessments owed to the municipal corporation if a municipal corporation is involved with the authority or instrumentality.

This subsection shall apply whether or not the person requesting the copies has appeared to receive the copies.

50-18-71.1.

(a) Notwithstanding any other provision of this article, an exhibit tendered to the court as evidence in a criminal or civil trial shall not be open to public inspection without approval of the judge assigned to the case or, if no judge has been assigned, approval of the chief judge or, if no judge has been designated chief judge, approval of the judge most senior in length of service on the court.

(b) In the event inspection is not approved by the court, in lieu of inspection of such an exhibit, the custodian of such an exhibit shall, upon request, provide one or more of the following representations of the exhibit:

- (1) A photograph;
- (2) A photocopy;
- (3) A facsimile; or
- (4) Another reproduction.

(c) The provisions of subsections (b), (c), (d), and (e) of Code Section 50-18-71 shall apply to fees, costs, and charges for providing a photocopy of such an exhibit. Fees for providing a photograph, facsimile, or other reproduction of such an exhibit shall not exceed the cost of materials or supplies and a reasonable charge for time spent producing the photograph, facsimile, or other reproduction, in accordance with subsections (d) and (e) of Code Section 50-18-71.

50-18-71.2.

Any agency receiving a request for public records shall be required to notify the party making the request of the estimated cost of the copying, search, retrieval, and other administrative fees authorized by Code Section 50-18-71 as a condition of compliance with the provisions of this article prior to fulfilling the request as a condition for the assessment of any fee; provided, however, that no new fees other than those directly attributable to providing access shall be assessed where records are made available by electronic means.

50-18-72.

(a) Public disclosure shall not be required for records that are:

- (1) Specifically required by the federal government to be kept confidential;
- (2) Medical or veterinary records and similar files, the disclosure of which would be an invasion of personal privacy;
- (3) Except as otherwise provided by law, records compiled for law enforcement or prosecution purposes to the extent that production of such records would disclose the identity of a confidential source, disclose confidential investigative or prosecution material which would endanger the life or physical safety of any person or persons, or disclose the existence of a confidential surveillance or investigation;
- (4) Records of law enforcement, prosecution, or regulatory agencies in any pending investigation or prosecution of criminal or unlawful activity, other than initial police arrest reports and initial incident reports; provided, however, that an investigation or prosecution shall no longer be deemed to be pending when all direct litigation involving said investigation and prosecution has become final or otherwise terminated;
- (4.1) Individual Georgia Uniform Motor Vehicle Accident Reports, except upon the submission of a written statement of need by the requesting party, such statement to be provided to the custodian of records and to set forth the need for the report pursuant to this Code section; provided, however, that any person or entity whose name or identifying information is contained in a Georgia Uniform Motor Vehicle Accident Report shall be entitled, either personally or through a lawyer or other representative, to

receive a copy of such report; and provided, further, that Georgia Uniform Motor Vehicle Accident Reports shall not be available in bulk for inspection or copying by any person absent a written statement showing the need for each such report pursuant to the requirements of this Code section. For the purposes of this subsection, the term 'need' means that the natural person or legal entity who is requesting in person or by representative to inspect or copy the Georgia Uniform Motor Vehicle Accident Report:

- (A) Has a personal, professional, or business connection with a party to the accident;
 - (B) Owns or leases an interest in property allegedly or actually damaged in the accident;
 - (C) Was allegedly or actually injured by the accident;
 - (D) Was a witness to the accident;
 - (E) Is the actual or alleged insurer of a party to the accident or of property actually or allegedly damaged by the accident;
 - (F) Is a prosecutor or a publicly employed law enforcement officer;
 - (G) Is alleged to be liable to another party as a result of the accident;
 - (H) Is an attorney stating that he or she needs the requested reports as part of a criminal case, or an investigation of a potential claim involving contentions that a roadway, railroad crossing, or intersection is unsafe;
 - (I) Is gathering information as a representative of a news media organization; or
 - (J) Is conducting research in the public interest for such purposes as accident prevention, prevention of injuries or damages in accidents, determination of fault in an accident or accidents, or other similar purposes; provided, however, this subparagraph will apply only to accident reports on accidents that occurred more than 30 days prior to the request and which shall have the name, street address, telephone number, and driver's license number redacted;
- (5) Records that consist of confidential evaluations submitted to, or examinations prepared by, a governmental agency and prepared in connection with the appointment or hiring of a public officer or employee; and records consisting of material obtained in investigations related to the suspension, firing, or investigation of complaints against public officers or employees until ten days after the same has been presented to the agency or an officer for action or the investigation is otherwise concluded or terminated, provided that this paragraph shall not be interpreted to make such investigatory records privileged;
- (6)(A) Real estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned; and
 - (B) Engineers' cost estimates and pending, rejected, or deferred bids or proposals until such time as the final award of the contract is made or the project is terminated or abandoned. The provisions of this subparagraph shall apply whether the bid or proposal is received or prepared by the Department of Transportation pursuant to Article 4 of Chapter 2 of Title 32, by a county pursuant to Article 3 of Chapter 4 of Title 32, by a municipality pursuant to Article 4 of Chapter 4 of Title 32, or by a governmental entity

pursuant to Article 2 of Chapter 91 of Title 36;

(7) Notwithstanding any other provision of this article, an agency shall not be required to release those portions of records which would identify persons applying for or under consideration for employment or appointment as executive head of an agency as that term is defined in paragraph (1) of subsection (a) of Code Section 50-14-1, or of a unit of the University System of Georgia; provided, however, that at least 14 calendar days prior to the meeting at which final action or vote is to be taken on the position, the agency shall release all documents which came into its possession with respect to as many as three persons under consideration whom the agency has determined to be the best qualified for the position and from among whom the agency intends to fill the position. Prior to the release of these documents, an agency may allow such a person to decline being considered further for the position rather than have documents pertaining to the person released. In that event, the agency shall release the documents of the next most qualified person under consideration who does not decline the position. If an agency has conducted its hiring or appointment process open to the public, it shall not be required to delay 14 days to take final action on the position. The agency shall not be required to release such records with respect to other applicants or persons under consideration, except at the request of any such person. Upon request, the hiring agency shall furnish the number of applicants and the composition of the list by such factors as race and sex. The agency shall not be allowed to avoid the provisions of this paragraph by the employment of a private person or agency to assist with the search or application process;

(8) Related to the provision of staff services to individual members of the General Assembly by the Legislative and Congressional Reapportionment Office, the Senate Research Office, or the House Research Office, provided that this exception shall not have any application with respect to records related to the provision of staff services to any committee or subcommittee or to any records which are or have been previously publicly disclosed by or pursuant to the direction of an individual member of the General Assembly;

(9) Records that are of historical research value which are given or sold to public archival institutions, public libraries, or libraries of a unit of the Board of Regents of the University System of Georgia when the owner or donor of such records wishes to place restrictions on access to the records. No restriction on access, however, may extend more than 75 years from the date of donation or sale. This exemption shall not apply to any records prepared in the course of the operation of state or local governments of the State of Georgia;

(10) Records that contain information from the Department of Natural Resources inventory and register relating to the location and character of a historic property or of historic properties as those terms are defined in Code Sections 12-3-50.1 and 12-3-50.2 if the Department of Natural Resources through its Division of Historic Preservation determines that disclosure will create a substantial risk of harm, theft, or destruction to the property or properties or the area or place where the property or properties are located;

(10.1) Records of farm water use by individual farms as determined by water-measuring

devices installed pursuant to Code Section 12-5-31 or 12-5-105; provided, however, that compilations of such records for the 52 large watershed basins as identified by the eight-digit United States Geologic Survey hydrologic code or an aquifer that do not reveal farm water use by individual farms shall be subject to disclosure under this article;

(11) Records that contain site specific information regarding the occurrence of rare species of plants or animals or the location of sensitive natural habitats on public or private property if the Department of Natural Resources determines that disclosure will create a substantial risk of harm, theft, or destruction to the species or habitats or the area or place where the species or habitats are located; provided, however, that the owner or owners of private property upon which rare species of plants or animals occur or upon which sensitive natural habitats are located shall be entitled to such information pursuant to this article;

(11.1) An individual's social security number and insurance or medical information in personnel records, which may be redacted from such records;

(11.2) Records that would reveal the names, home addresses, telephone numbers, security codes, or any other data or information developed, collected, or received by counties or municipalities in connection with the installation, servicing, maintaining, operating, selling, or leasing of burglar alarm systems, fire alarm systems, or other electronic security systems; provided, however, that initial police reports and initial incident reports shall remain subject to disclosure pursuant to paragraph (4) of this subsection;

(11.3)(A) An individual's social security number, mother's birth name, credit card information, debit card information, bank account information, financial data or information, and insurance or medical information in all records, and if technically feasible at reasonable cost, day and month of birth, which shall be redacted prior to disclosure of any record requested pursuant to this article; provided, however, that such information shall not be redacted from such records if the person or entity requesting such records requests such information in a writing signed under oath by such person or a person legally authorized to represent such entity which states that such person or entity is gathering information as a representative of a news media organization for use in connection with news gathering and reporting; and provided, further, that such access shall be limited to social security numbers and day and month of birth; and provided, further, that this news media organization exception for access to social security numbers and day and month of birth and the other protected information set forth in this subparagraph shall not apply to teachers and employees of a public school.

(B) This paragraph shall have no application to:

(i) The disclosure of information contained in the records or papers of any court or derived therefrom including without limitation records maintained pursuant to Article 9 of Title 11;

(ii) The disclosure of information to a court, prosecutor, or publicly employed law enforcement officer, or authorized agent thereof, seeking records in an official capacity;

(iii) The disclosure of information to a public employee of this state, its political

subdivisions, or the United States who is obtaining such information for administrative purposes, in which case, subject to applicable laws of the United States, further access to such information shall continue to be subject to the provisions of this paragraph;

(iv) The disclosure of information as authorized by the order of a court of competent jurisdiction upon good cause shown to have access to any or all of such information upon such conditions as may be set forth in such order;

(v) The disclosure of information to the individual in respect of whom such information is maintained, with the authorization thereof, or to an authorized agent thereof; provided, however, that the agency maintaining such information shall require proper identification of such individual or such individual's agent, or proof of authorization, as determined by such agency;

(vi) The disclosure of the day and month of birth and mother's birth name of a deceased individual;

(vii) The disclosure by an agency of credit or payment information in connection with a request by a consumer reporting agency as that term is defined under the federal Fair Credit Reporting Act (15 U.S.C. Section 1681, et seq.);

(viii) The disclosure by an agency of information in its records in connection with the agency's discharging or fulfilling of its duties and responsibilities, including, but not limited to, the collection of debts owed to the agency or individuals or entities whom the agency assists in the collection of debts owed to the individual or entity; or

(ix) The disclosure of information necessary to comply with legal or regulatory requirements or for legitimate law enforcement purposes.

(C) Records and information disseminated pursuant to this paragraph may be used only by the authorized recipient and only for the authorized purpose. Any person who obtains records or information pursuant to the provisions of this paragraph and knowingly and willfully discloses, distributes, or sells such records or information to an unauthorized recipient or for an unauthorized purpose shall be guilty of a misdemeanor of a high and aggravated nature and upon conviction thereof shall be punished as provided in Code Section 17-10-4. Any person injured thereby shall have a cause of action for invasion of privacy. Any prosecution pursuant to this paragraph shall be in accordance with the procedure in subsection (b) of Code Section 50-18-74.

(D) In the event that the custodian of public records protected by this paragraph has good faith reason to believe that a pending request for such records has been made fraudulently, under false pretenses, or by means of false swearing, such custodian shall apply to the superior court of the county in which such records are maintained for a protective order limiting or prohibiting access to such records.

(E) This paragraph shall supplement and shall not supplant, overrule, replace, or otherwise modify or supersede any provision of statute, regulation, or law of the federal government or of this state as now or hereafter amended or enacted requiring, restricting, or prohibiting access to the information identified in subparagraph (A) of this paragraph and shall constitute only a regulation of the methods of such access where not otherwise provided for, restricted, or prohibited;

(12) Public records containing information that would disclose or might lead to the disclosure of any component in the process used to execute or adopt an electronic signature, if such disclosure would or might cause the electronic signature to cease being under the sole control of the person using it. For purposes of this paragraph, the term 'electronic signature' has the same meaning as that term is defined in Code Section 10-12-3;

(13) Records that would reveal the home address or telephone number, social security number, or insurance or medical information of employees of the Department of Revenue, law enforcement officers, judges, scientists employed by the Division of Forensic Sciences of the Georgia Bureau of Investigation, correctional employees, and prosecutors or identification of immediate family members or dependents thereof;

(13.1) Records that reveal the home address, the home telephone number, or the social security number of or insurance or medical information about teachers and employees of a public school. For the purposes of this paragraph, the term 'public school' means any school which is conducted within this state and which is under the authority and supervision of a duly elected county or independent board of education;

(13.2) Records that are kept by the probate court pertaining to guardianships and conservatorships except as provided in Code Section 29-9-18;

(14) Acquired by an agency for the purpose of establishing or implementing, or assisting in the establishment or implementation of, a carpooling or ridesharing program, to the extent such records would reveal the name, home address, employment address, home telephone number, employment telephone number, or hours of employment of any individual or would otherwise identify any individual who is participating in, or who has expressed an interest in participating in, any such program. As used in this paragraph, the term 'carpooling or ridesharing program' means and includes, but is not limited to, the formation of carpools, vanpools, or buspools, the provision of transit routes, rideshare research, and the development of other demand management strategies such as variable working hours and telecommuting;

(15)(A) Records, the disclosure of which would compromise security against sabotage or criminal or terrorist acts and the nondisclosure of which is necessary for the protection of life, safety, or public property, which shall be limited to the following:

(i) Security plans and vulnerability assessments for any public utility, technology infrastructure, building, facility, function, or activity in effect at the time of the request for disclosure or pertaining to a plan or assessment in effect at such time;

(ii) Any plan for protection against terrorist or other attacks, which plan depends for its effectiveness in whole or in part upon a lack of general public knowledge of its details;

(iii) Any document relating to the existence, nature, location, or function of security devices designed to protect against terrorist or other attacks, which devices depend for their effectiveness in whole or in part upon a lack of general public knowledge; and

(iv) Any plan, blueprint, or other material which if made public could compromise security against sabotage, criminal, or terroristic acts.

(B) In the event of litigation challenging nondisclosure pursuant to this paragraph by an agency of a document covered by this paragraph, the court may review the documents in question in camera and may condition, in writing, any disclosure upon such measures as the court may find to be necessary to protect against endangerment of life, safety, or public property.

(C) As used in divisions (i) and (iv) of subparagraph (A) of this paragraph, the term 'activity' means deployment or surveillance strategies, actions mandated by changes in the federal threat level, motorcades, contingency plans, proposed or alternative motorcade routes, executive and dignitary protection, planned responses to criminal or terrorist actions, after-action reports still in use, proposed or actual plans and responses to bioterrorism, and proposed or actual plans and responses to requesting and receiving the National Pharmacy Stockpile;

(16) Unless the request is made by the accused in a criminal case or by his or her attorney, public records of an emergency '911' system, as defined in paragraph (3) of Code Section 46-5-122, containing information which would reveal the name, address, or telephone number of a person placing a call to a public safety answering point, which information may be redacted from such records if necessary to prevent the disclosure of the identity of a confidential source, to prevent disclosure of material which would endanger the life or physical safety of any person or persons, or to prevent the disclosure of the existence of a confidential surveillance or investigation; or

(17) Records of athletic or recreational programs, available through the state or a political subdivision of the state, that include information identifying a child or children 12 years of age or under by name, address, telephone number, or emergency contact, unless such identifying information has been redacted.

(b) This article shall not be applicable to:

(1) Any trade secrets obtained from a person or business entity which are of a privileged or confidential nature and required by law to be submitted to a government agency or to data, records, or information of a proprietary nature, produced or collected by or for faculty or staff of state institutions of higher learning, or other governmental agencies, in the conduct of or as a result of, study or research on commercial, scientific, technical, or scholarly issues, whether sponsored by the institution alone or in conjunction with a governmental body or private concern, where such data, records, or information has not been publicly released, published, copyrighted, or patented;

(2) Any data, records, or information developed, collected, or received by or on behalf of faculty, staff, employees, or students of an institution of higher education or any public or private entity supporting or participating in the activities of an institution of higher education in the conduct of, or as a result of, study or research on medical, scientific, technical, scholarly, or artistic issues, whether sponsored by the institution alone or in conjunction with a governmental body or private entity until such information is published, patented, otherwise publicly disseminated, or released to an agency whereupon the request must be made to the agency. This subsection applies to, but is not limited to, information provided by participants in research, research notes and data, discoveries, research projects, methodologies, protocols, and creative works; or

(3) Unless otherwise provided by law, contract, bid, or proposal, records consisting of questions, scoring keys, and other materials, constituting a test that derives value from being unknown to the test taker prior to administration, which is to be administered by the State Board of Education, the Office of Student Achievement, or a local school system, if reasonable measures are taken by the owner of the test to protect security and confidentiality; provided, however, that the State Board of Education may establish procedures whereby a person may view, but not copy, such records if viewing will not, in the judgment of the board, affect the result of administration of such test.

These limitations shall not be interpreted by any court of law to include or otherwise exempt from inspection the records of any athletic association or other nonprofit entity promoting intercollegiate athletics.

(c)(1) All public records of hospital authorities shall be subject to this article except for those otherwise excepted by this article or any other provision of law.

(2) All state officers and employees shall have a privilege to refuse to disclose the identity or personally identifiable information of any person participating in research on commercial, scientific, technical, medical, scholarly, or artistic issues conducted by the Department of Human Resources or a state institution of higher education whether sponsored by the institution alone or in conjunction with a governmental body or private entity. Personally identifiable information shall mean any information which if disclosed might reasonably reveal the identity of such person including but not limited to the person's name, address, and social security number. The identity of such informant shall not be admissible in evidence in any court of the state unless the court finds that the identity of the informant already has been disclosed otherwise.

(d) This article shall not be applicable to any application submitted to or any permanent records maintained by a judge of the probate court pursuant to Code Section 16-11-129, relating to licenses to carry pistols or revolvers, or pursuant to any other requirement for maintaining records relative to the possession of firearms. This subsection shall not preclude law enforcement agencies from obtaining records relating to licensing and possession of firearms as provided by law.

(e) This article shall not be construed to repeal:

(1) The attorney-client privilege recognized by state law to the extent that a record pertains to the requesting or giving of legal advice or the disclosure of facts concerning or pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee; provided, however, attorney-client information may be obtained in a proceeding under Code Section 50-18-73 to prove justification or lack thereof in refusing disclosure of documents under this Code section provided the judge of the court in which said proceeding is pending shall first determine by an in camera examination that such disclosure would be relevant on that issue;

(2) The confidentiality of attorney work product; or

(3) State laws making certain tax matters confidential.

(f)(1) As used in this article, the term:

(A) 'Computer program' means a set of instructions, statements, or related data that, in

actual or modified form, is capable of causing a computer or computer system to perform specified functions.

(B) 'Computer software' means one or more computer programs, existing in any form, or any associated operational procedures, manuals, or other documentation.

(2) This article shall not be applicable to any computer program or computer software used or maintained in the course of operation of a public office or agency.

(g) This Code section shall be interpreted narrowly so as to exclude from disclosure only that portion of a public record to which an exclusion is directly applicable. It shall be the duty of the agency having custody of a record to provide all other portions of a record for public inspection or copying.

(h) Within the three business days applicable to response to a request for access to records under this article, the public officer or agency having control of such record or records, if access to such record or records is denied in whole or in part, shall specify in writing the specific legal authority exempting such record or records from disclosure, by Code section, subsection, and paragraph. No addition to or amendment of such designation shall be permitted thereafter or in any proceeding to enforce the terms of this article; provided, however, that such designation may be amended or supplemented one time within five days of discovery of an error in such designation or within five days of the institution of an action to enforce this article, whichever is sooner; provided, further, that the right to amend or supplement based upon discovery of an error may be exercised on only one occasion. In the event that such designation includes provisions not relevant to the subject matter of the request, costs and reasonable attorney's fees may be awarded pursuant to Code Section 50-18-73.

50-18-73.

(a) The superior courts of this state shall have jurisdiction in law and in equity to entertain actions against persons or agencies having custody of records open to the public under this article to enforce compliance with the provisions of this article. Such actions may be brought by any person, firm, corporation, or other entity. In addition, the Attorney General shall have authority to bring such actions, either civil or criminal, in his or her discretion as may be appropriate to enforce compliance with this article.

(b) In any action brought to enforce the provisions of this chapter in which the court determines that either party acted without substantial justification either in not complying with this chapter or in instituting the litigation, the court shall, unless it finds that special circumstances exist, assess in favor of the complaining party reasonable attorney's fees and other litigation costs reasonably incurred. Whether the position of the complaining party was substantially justified shall be determined on the basis of the record as a whole which is made in the proceeding for which fees and other expenses are sought.

(c) Any agency or person who provides access to information in good faith reliance on the requirements of this chapter shall not be liable in any action on account of having provided access to such information.

50-18-74.

(a) Any person knowingly and willfully violating the provisions of this article by failing or refusing to provide access to records not subject to exemption from this article or by failing or refusing to provide access to such records within the time limits set forth in this article shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$100.00.

(b) A prosecution under this Code section may only be commenced by issuance of a citation in the same manner as an arrest warrant for a peace officer pursuant to Code Section 17-4-40, which citation shall be personally served upon the accused. The defendant shall not be arrested prior to the time of trial, except that a defendant who fails to appear for arraignment or trial may thereafter be arrested pursuant to a bench warrant and required to post a bond for his or her future appearance.

50-18-75.

Communications between the Office of Legislative Counsel and the following persons shall be privileged and confidential: members of the General Assembly, the Lieutenant Governor, and persons acting on behalf of such public officers; and such communications, and records and work product relating to such communications, shall not be subject to inspection or disclosure under this article or any other law or under judicial process; provided, however, that this privilege shall not apply where it is waived by the affected public officer or officers. The privilege established under this Code section is in addition to any other constitutional, statutory, or common law privilege.

50-18-76.

No form, document, or other written matter which is required by law or rule or regulation to be filed as a vital record under the provisions of Chapter 10 of Title 31, which contains information which is exempt from disclosure under Code Section 31-10-25, and which is temporarily kept or maintained in any file or with any other documents in the office of the judge or clerk of any court prior to filing with the Department of Human Resources shall be open to inspection by the general public, even though the other papers or documents in such file may be open to inspection.

50-18-77.

The procedures and fees provided for in this article shall not apply to public records, including records that are exempt from disclosure pursuant to Code Section 50-18-72, which are requested in writing by a state or federal grand jury, taxing authority, law enforcement agency, or prosecuting attorney in conjunction with an ongoing administrative, criminal, or tax investigation. The lawful custodian shall provide copies of such records to the requesting agency unless such records are privileged or disclosure to such agencies is specifically restricted by law.

50-18-90.

This article shall be known and may be cited as the 'Georgia Records Act.'



SUMMARY OF EXCEPTIONS TO THE OPEN MEETINGS ACT

The following meetings **are not** required to be open to the public:

1. Staff meetings held for investigative purposes under duties or responsibilities imposed by law. O.C.G.A. § 50-14-3(1).
2. The deliberations and voting of the State Board of Pardons and Paroles. O.C.G.A. § 50-14-3(2).
3. Meetings held by the State Board of Pardons and Paroles for the purpose of receiving information or evidence for or against clemency or in revocation proceedings if such information or evidence would present a substantial risk of harm or injury to a witness. O.C.G.A. § 50-14-3(2).
4. Meetings of the Georgia Bureau of Investigation, and any other law enforcement agency in the state, including grand juries. O.C.G.A. § 50-14-3(3).
5. Meetings when any agency is discussing the future acquisition of real estate (but notice of such a meeting must be given and minutes must be taken for future disclosure). O.C.G.A. § 50-14-3(4).
6. Meetings of the governing authority of a public hospital or any committee of a public hospital when discussing the granting, restriction, or revocation of staff privileges or the granting of abortions. O.C.G.A. § 50-14-3(5).
7. Meetings when discussing or deliberating (but not voting) upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee. O.C.G.A. § 50-14-3(6).

*Except when receiving evidence or hearing argument on charges filed to determine disciplinary action or dismissal of a public officer or employee.
8. Adoptions and related proceedings. O.C.G.A. § 50-14-3(7).
9. Meetings with legal counsel covered by the attorney-client privilege when consulting about pending or potential litigation, settlement, and claims. O.C.G.A. § 50-14-2(1).
10. Tax matters declared confidential by state law. O.C.G.A. § 50-14-2(2).
11. Meetings held to discuss any records that, if revealed, would compromise security against sabotage or criminal or terrorist acts, the nondisclosure of which is necessary for the protection of life, safety or public property. O.C.G.A. § 50-18-72 (15)

6

SUMMARY OF EXCEPTIONS TO THE OPEN RECORDS ACT¹

Public disclosure is **not** required for the following records:

1. Records specifically required by the federal government to be kept confidential. O.C.G.A. § 50-18-72 (a)(1).
2. Medical or veterinary records and similar files, the disclosure of which would be an invasion of personal privacy. O.C.G.A. § 50-18-72 (a)(2).
3. Records compiled for law enforcement or prosecution purposes* to the extent that they would disclose the identity of a confidential source, confidential investigative or prosecution material which would endanger the life or physical safety of any person or persons; or the existence of a confidential surveillance or investigation. O.C.G.A. § 50-18-72 (a)(3)

*Except as otherwise provided by law.
4. Records of law enforcement, prosecution, or regulatory agencies in any **pending** investigation or prosecution of criminal or unlawful activity.* O.C.G.A. § 50-18-72 (a)(4)

*This does not include initial police arrest reports and initial incident reports which are subject to public disclosure, unless they contain confidential information.²
5. Individual Georgia Uniform Motor Vehicle Reports, except upon the submission of a written statement of need by the requesting party or where the person's or entity's name or identifying information is contained in the report. O.C.G.A. § 50-18-74 (a)(4.1).
6. Records consisting of confidential evaluations submitted to, or examinations prepared by, a governmental agency and prepared in connection with the appointment or hiring of a public officer or employee. O.C.G.A. § 50-18-72 (a)(5).
7. Records consisting of material obtained in investigations related to the suspension, firing, or investigation of complaints against public officers or employees until 10 days after the same has been presented to the agency or an officer for action, or the investigation is otherwise concluded or terminated. O.C.G.A. § 50-18-72 (a)(5).
8. Real estate appraisals, engineering or feasibility estimates, etc., made for or by the state or a local agency relative to the acquisition of real property until the property has been acquired or the proposed transaction has been terminated or abandoned. O.C.G.A. § 50-18-72 (a)(6)(A).
9. Engineers' cost estimates and rejected or deferred bids or proposals, either received or prepared by the Department of Transportation, by a county, or by a municipality, until such time as the final award is made or the project has been terminated or abandoned. O.C.G.A. § 50-18-72 (a)(6)(B).

10. Portions of records that would identify persons applying for or under consideration for employment or appointment as executive head of an agency or a unit of the University System of Georgia. However, information relating to as many as three candidates who the agency determines to be the best qualified for the position and from among whom the agency intends to fill the position must be released at least 14 calendar days prior to the meeting at which final action or vote is to be taken on the position, if the candidate still wants to be considered for the position. O.C.G.A. § 50-18-72 (a)(7).
11. Records related to the provision of staff services to individual members of the General Assembly by the Legislative and Congressional Reapportionment Office, the Senate Research Office, or the House Republican Office. O.C.G.A. § 50-18-72(a)(8).
12. Records of historical research value which are given or sold to public archival institutions, public libraries, or libraries of a unit of the Board of Regents of the University System of Georgia when the owner or donor of such records wishes to place restrictions on access to the records.* O.C.G.A. § 50-18-72(a)(9).

*Restriction of access not to exceed 75 years from the date of donation or sale. This exemption does not apply to records prepared in the course of the operation of state or local governments of the state of Georgia.
13. Records that contain information from the Department of Natural Resources inventory and register relating to the location and character of historic property, if disclosure would create a substantial risk of harm to the property. O.C.G.A. § 50-18-72 (a)(10).
14. Records that contain site specific information regarding the occurrence of rare species of plants or animals or the location of sensitive natural habitats if disclosure would create a substantial risk of harm to the species or the location.* O.C.G.A. § 50-18-72(a)(11).

*However, the owner of private property housing rare species of plants/animals or sensitive natural habitats is entitled to disclosure.
15. Social security numbers and insurance of medical information in personnel records may be redacted. O.C.G.A. § 50-18-72(a)(11.1).
16. Personal information regarding persons associated with alarm or security systems may be kept private. O.C.G.A. § 50-18-72(a)(11.2).
17. Personal information including social security number, mother's birth names, credit card information, debit card information, bank account information, financial data or information, day and month of birth and insurance or medical information must be redacted from records provided under this act. O.C.G.A. § 50-18-72(a)(11.3).

*However, upon submission of a request and statement under oath, members of the media are allowed to receive an individual's social security number and date and month of birth unless the individual is a teacher or employee of a public school.
18. Disclosure of records containing information that would disclose the components used for personal electronic signatures of employees or entities of any department or agency when such disclosure

would cause the electronic signature to no longer be under the exclusive control of the person or entity. O.C.G.A. § 50-18-72(a)(12).

19. Records that would reveal the home address, telephone number, social security number, or insurance or medical information of employees of the Department of Revenue, law enforcement officers, judges, scientists employed by the Division of Forensic Science of the Georgia Bureau of investigation, correctional employees, and prosecutors or identification of immediate family members or dependents thereof. O.C.G.A. § 50-18-72(a)(13).
20. Records that would reveal the home address, telephone number, social security number, or insurance or medical information about public school teachers and employees. O.C.G.A. § 50-18-72(a)(13.1).
21. Records acquired for the purpose of establishing carpooling or rideshare programs, to the extent that such records would reveal the name, home address, employment address, home telephone number, employment telephone number or hours of employment for or identify in any other way an individual inquiring about or participating in such a program. O.C.G.A. § 50-18-72(a)(14).
22. Trade secrets obtained from a person or business entity that are of a privileged or confidential nature and are required by law to be submitted to a government agency. O.C.G.A. § 50-18-72 (b)(1).
23. Data, records, or information developed, collected, or received by or for faculty, staff, employees or students of state institutions of higher learning, or other governmental agencies, in the conduct of or as a result of, study or research on commercial, scientific, technical, or scholarly issues, where such data, records, or information has not been publicly released, published, copyrighted, or patented.* O.C.G.A. § 50-18-72(b)(1) & (2).

*This exception **does not** include the records of any athletic association or other nonprofit entity promoting inter-collegiate athletics.
24. Public records of hospital authorities but only when specifically exempted by this article or any other provision of law. O.C.G.A. § 50-18-72(c)(1).
25. State officers and employees do not have to disclose the identity or personal information of any person who has furnished medical or similar information which has or will become incorporated into any medical or public health investigation, study or report of the Department of Human Resources. O.C.G.A. § 50-18-72(c)(2).
26. Any application submitted to or any permanent records maintained by a judge of the probate court relating to licenses to carry pistols or revolvers, or any other records relative to the possession of firearms.* O.C.G.A. § 50-18-72(d).

*However, law enforcement agencies can obtain records relating to licensing and possession of firearms as provided by law.
27. Records subject to the attorney-client privilege. O.C.G.A. § 50-18-72(e)(1).
28. Attorney work product. O.C.G.A. § 50-18-72(e)(2).
29. Tax matters made confidential by state law. O.C.G.A. § 50-18-72(e)(3).



SUMMARY OF SOME EXCEPTIONS OUTSIDE THE OPEN RECORDS ACT

Though most exceptions to the Open Records Act are located in Title 50, there are several sections of the Georgia code provide exceptions to the public disclosure requirement. The following examples are sections that might be applicable to cities.³

1. Information provided by victims participating in a notification program is protected from disclosure. O.C.G.A. § 17-17-14.
2. Public school teachers, administrators and superintendents are required to undergo annual performance evaluations. These evaluations are protected from disclosure. O.C.G.A. § 20-2-210.
3. Library records that could identify the user of library materials are protected from disclosure. O.C.G.A. § 24-9-46.
4. Hospital plans, proposals, or strategies that are potentially commercially valuable and have not been made public, until such time as the plan, proposal, or strategy has been either approved or rejected. O.C.G.A. § 31-7-75.2.
5. Vital records such as birth certificates are protected from disclosure. O.C.G.A. § 31-10-25.
6. Records a city obtains from the insurance commissioner through the administration of a tax, such as the insurance premium tax, are protected from disclosure. O.C.G.A. § 33-8-10.
7. Records provided to the county board of tax assessors by a taxpayer, other than the tax return. These confidential records may include taxpayers' accounting records, profit and loss statements, and balance sheets. O.C.G.A. § 48-5-314.
8. Information obtained by a city as a result of a hotel-motel tax is protected from disclosure. O.C.G.A. § 48-13-53.4.
9. A city that creates or maintains geographic information systems in electronic form are not required to disclose this information under the Open Records Act. The municipality may contract to distribute, sell, or provide access to such information and may license or establish fees for providing such records. O.C.G.A. § 50-29-2.
10. Records on candidates and peace officers prepared pursuant to the Georgia Peace Officer Standards and Training Act are considered confidential and may only be released to the candidate or peace officer to whom they pertain or to a law enforcement unit considering such person for employment. O.C.G.A. § 35-8-15.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 7923

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Oscar Hudson, Director of Inspections

RE: Building Implosion Demolitions

PURPOSE: The City currently has a requirement for demolition permits, but it does not anticipate use of explosives to implode structures, which would create additional issues that must be prepared for and remedied, including air quality control, safety, street closures, dust clean-up, etc. The attached Ordinance adopts the proposed Blasting Operations Guidelines by adding a new Code Section 5-168 ("Blasting Operations Guidelines") to Chapter 5 ("Buildings; Construction and Related Matters"), Article VIII ("Moving and Demolition of Buildings") to the City Code.

REASON: The City of Atlanta's Department of Aviation (DOA) is preparing the RFQ for demolition services for the former Sheraton Hotel, former GICC and the former GICC's parking deck. The DOA has requested that the City of College Park provide our demolition / implosion permit requirements for inclusion in the RFQ.

RECOMMENDATION: Approval of the draft implosions permit guidelines document, with any edits submitted by Council.

BACKGROUND: College Park staff has held meetings with the City of Atlanta's Department of Aviation (DOA) staff regarding the DOA's plans for demolition, possibly by implosion, of the former Sheraton Hotel, former GICC and the former GICC's parking deck. College Park's legal staff repaired the draft document following their review of similar requirements in other jurisdictions. The demolition of the listed structures will take place in late 2020 or early 2021.

Note: Staff's goal is to develop a policy document that applies equally to all future demolitions by implosion.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Permit fee as outlined in the draft document.

CITY COUNCIL HEARING DATE: May 18, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

STAFF:

ATTACHMENTS:

- Ordinance Adopting Blasting Operations Guidelines (DOCX)
- Exhibit A- Blasting Operations Guidelines (Final-May2020) (DOCX)

Review:

- Oscar Hudson Completed 02/25/2020 10:56 AM
- Rosyline Robinson Completed 02/25/2020 10:57 AM
- City Attorney's Office Completed 03/11/2020 5:18 PM
- Engineering Completed 04/20/2020 1:54 PM
- Airport Affairs Completed 03/11/2020 9:37 AM
- Fire Completed 03/10/2020 1:16 PM
- Power Completed 03/12/2020 10:45 AM
- City Manager's Office - Special Projects Administrator Completed 04/20/2020 5:32 PM
- Terrence R. Moore Completed 05/13/2020 4:04 PM
- Mayor & City Council Pending 05/18/2020 7:30 PM

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2020-__**

1 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF COLLEGE PARK,
2 GEORGIA, BY AMENDING CHAPTER 5 (BUILDINGS; CONSTRUCTION AND
3 RELATED MATTERS), ARTICLE VIII (MOVING AND DEMOLITION OF BUILDINGS)
4 TO ADOPT GUIDELINES FOR BUILDING IMPLOSION AND BLASTING OPERATIONS;
5 TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO
6 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

9 **WHEREAS**, the City of College Park currently contains regulations governing
10 demolition of buildings in the City in Chapter 5, Article VIII of its Code; and

11 **WHEREAS**, the City recognizes that certain demolition of buildings requires utilizing
12 explosives for blasting and implosion of large structures; and

13 **WHEREAS**, the Mayor and City Council find that the current demolition regulations of
14 the City are not enough to address the preparation, duration, issues and consequences involved
15 with explosive demolition of structures; and

16 **WHEREAS**, the Mayor and City Council desire to adopt comprehensive guidelines for
17 implosion and blasting operations in the City that address all necessary preparation, conduct of
18 the activity, and clean-up to make sure to protect the health, safety and welfare of the citizens
19 and visitors to the City.

20 **WHEREAS**, said guidelines are attached hereto as Exhibit “A” and incorporated herein
21 by reference.

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

24 **Section 1.** The Code of Ordinances of the City of College Park, Georgia is hereby
25 amended by adding new code section 5-168 (“Blasting Operations Guidelines”) to Chapter 5
26 (“Buildings; Construction and Related Matters”), Article VIII (“Moving and Demolition of
27 Buildings”) of the City Code to read as follows:

28 **“Sec. 5-168. - Blasting Operations Guidelines.**

29
30 Notwithstanding any other provisions of this Article, if applicant for demolition of
31 a building or structure intends to implode said structure by use of explosives, the
32 applicant must comply with the City of College Park Blasting Operations
33 Guidelines, attached hereto and incorporated herein, and available at all times
34 from of the Office of the City Clerk or the Building Department. All
35 requirements as to permitting and all other matters related to the proposed
36 building implosion operation shall be followed therein.”

37
38

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

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

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

49 Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase
50 of this Ordinance.

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

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

62 **Section 5.** This Ordinance shall be codified in a manner consistent with the laws of the
63 State of Georgia and the City.

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

(Signatures on following page)

SO ORDAINED this _____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT “A”
BLASTING OPERATIONS GUIDELINES



BLASTING OPERATIONS GUIDELINES



May 2020

Procedures and regulations for the use of explosives in construction and demolition

BLASTING OPERATIONS GUIDELINES**BLASTING OPERATIONS GUIDELINES
PROCEDURES AND REGULATIONS FOR THE USE OF EXPLOSIVES IN
CONSTRUCTION AND DEMOLITION****INTRODUCTION**

This document consolidates the requirements, procedures and policies of regulatory and supporting agencies for use of explosives in blasting operations within the City of College Park. This document is intended for use by contractors retained for both privately or publicly contracted explosive works. The scope of this document includes only explosive excavation and structural implosions – not the use of pyrotechnics.

The City of College Park makes no warranty or representation, express or implied, with respect to the quality, content, accuracy, completeness, or currency of any of the information, text, graphics, images, pages, or other materials and items contained in or displayed in the Blasting Operations Guidelines (the “Guide”).

The Guide is provided on an "as is" basis, and you are fully and solely responsible for your use of the Guide and for any results or consequences of your use or for any services the City may render hereunder to facilitate your blasting operations.

The Guide has been compiled from a variety of sources, including sources beyond the control of the City, and is subject to change without notice from the City. The mention of another party or its product or service in the Guide should not be construed as an endorsement of that party or its product or service. Commercial use is prohibited. In no event shall the City or its agencies, officers, employees, agents, or representatives be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages nor lost profits arising from use of the Guide, or otherwise arising from the Guide. Nothing contained in or displayed in the Guide constitutes or is intended to constitute legal advice by the City or any of its agencies, officers, employees, agents, attorneys, or representatives.

HOW TO USE THIS DOCUMENT**Sections:**

The guidelines are organized thematically and in chronological order to serve as both a guide for the approval process and to identify critical-path deliverables. They are divided into the following sections:

- 1. General Information**
- 2. Initial Application**
- 3. Operational Planning and Coordination**
- 4. Public Engagement and Community Notification**
- 5. Legal and Administrative Items**
- 6. Operations Permit Issuance**
- 7. Blasting Process Guides**
- 8. City Agency Roles and Contact Information**

Attachments:

The attachments to this document provide additional details and templates for required deliverables.

Contents

INTRODUCTION	1
HOW TO USE THIS DOCUMENT	1
1.0 GENERAL INFORMATION	3
Submission Timeframes	3
Implosion Operational Restrictions	3
2.0 INITIAL APPLICATION	4
Submission Requirements	4
Initial Review.....	4
3.0 OPERATIONAL PLANNING AND COORDINATION	5
Summary	5
Evacuation, Dust Impact, and Safety Zones (Primarily for Implosions)	7
Public Health Assessment and Planning (Primarily for Implosions)	7
Air Monitoring	8
Personal Protective Equipment:	9
Surface Traffic Control.....	9
Air Space Restrictions	9
Temporary Evacuation and Resident Reception Center	9
Pets	9
General Means and Methods (Primarily for Implosions)	10
Cleanup of Hazardous Materials	10
4.0 PUBLIC ENGAGEMENT AND COMMUNITY NOTIFICATION	11
Summary	11
5.0 LEGAL AND ADMINISTRATIVE ITEMS	13
6.0 OPERATIONS PERMIT ISSUANCE	16
7.0 BLASTING PROCESS GUIDES	17
Blasting Operations Process Timeline	17
Building Implosion Operational Activities Checklist	19
8.0 CITY AGENCY ROLES AND CONTACT INFORMATION	21
Agency Roles and Responsibilities	21
ATTACHMENTS	23
Attachment A: Blasting Operations Permit Application	23
Attachment B: Operations and Dust Control Plan Template	27
Attachment C: Application for a Demolition Permit	30
Attachment D: Application for Land Disturbance Permit	33
Attachment E: Sample City Services Reimbursement Agreement	35

BLASTING OPERATIONS GUIDELINES

1.0 GENERAL INFORMATION**Submission Timeframes**

Initial applications for explosive use related to building demolition must be submitted, as set forth in the text box on the following page, 90 days prior to the intended blasting operation date. Applications for the use of explosives for excavation or other similar uses must be submitted at least 60 days prior. Applications submitted inside of these timeframes will not be accepted.

Implosion Operational Restrictions

Building implosions are generally not permitted from November 15th to January 10th and must occur before 7:30 am unless a waiver is granted by the Chief Building Inspector. Implosions must be conducted on Sundays with exceptions made only for significant community impact.

2.0 INITIAL APPLICATION

Submission Requirements

Licensed Contractors must apply for a Blasting Operations Permit (Attachment A) and submit the following requisite documents with the application:

- A copy of an Explosive License issued by the Georgia State Fire Marshal
- A copy of a Bureau of Alcohol, Tobacco and Firearms User of High Explosives License
- Written verification that the Georgia 811 system was contacted
- A draft Operations and Dust Control Plan (Attachment B) – this document will be developed further during Operational Planning and coordination (Section 3.0)
- Certificates of Insurance (Section 5.0)
- Demolition Permit Application, or reference permit if granted previously (Attachment C)
- Land Disturbance Permit Application, if necessary, or reference permit if granted previously (Attachment D)

Initial Review

After examination of the initial application by the Building Department, submission will be reviewed by the Police and Fire Departments. Upon completion of this review, the applicant will be contacted by the Building Official regarding operational planning and coordination with City agencies.

Neither this nor any other review, approval or acceptance of any submission required under this Guide shall constitute a representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges or of any cause of action arising out of the resulting demolition. No Person shall have any right to rely in any way on the City's review, approval or acceptance of any submission. The applicant and its Contractor(s) shall be and remain liable for all damages to the City caused by the applicant, the contractor or the services or materials provided by the applicant and/or contractor. Review, approval or acceptance by the City shall not constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under applicable law.

BLASTING OPERATIONS GUIDELINES

3.0 OPERATIONAL PLANNING AND COORDINATION

Summary

Based upon the type of blasting project and scope, the City will consult with public safety agencies on the required level of pre-event planning. Options include:

- *Limited Pre-event Planning*: Coordination conducted primarily via email and phone conferences
- *Operational Plan Development*: Coordination conducted via in-person meetings with applicable stakeholders - discussion and decisions from the group will be incorporated into the final version of Operations and Dust Control Plan, required for the issuance of the Operations Permit

Once a determination is made, City will contact the applicant to schedule the required meetings.

Note to Applicants: Key participants for City coordination meetings include the licensed blaster conducting the work, the main project's general Contractor and any additional subcontractors, engineers involved with the demolition (shoring or any other structural considerations), and the entity responsible for environmental monitoring.

Required Plan Document:

Operations and Dust Control Plan

Blasting operations are complex, multi-agency operations that require close coordination amongst Contractors, the City, and other stakeholders to ensure the health and safety of the public. The Operations and Dust Control Plan (ODCP) is a comprehensive document that outlines the means, methods and procedures associated with the work's preparation, execution, and cleanup. The ODCP is the primary deliverable through which coordination is documented and is used by officials to evaluate a proposed project before a permit is issued. ODCPs should be of professional quality and ideally submitted to the City in a digital format. A draft ODCP must be submitted as part of the initial application process and will be finalized through coordination with City agencies.

A standard ODCP is comprised of these sections:

- **Project Overview and Scope**
- **Explosive Security, Movement and Method of Blasting**
- **Community Notification**
- **Health and Safety Planning**
- **Operations Planning**
- **Cleanup**

The following pages outline in detail the essential components, requirements, and considerations for each section.

Note to Applicants: Submitted Operations and Dust Control Plans must adhere to the plan template found in Attachment B. Plans that deviate from this format will be returned without review.

1. PROJECT OVERVIEW AND SCOPE

This section must clearly outline all of the elements involved in the applicant's proposed project. The overview and scope section of the ODCP must contain, at a minimum, the following:

- Summary and purpose of overall operation
- Project location and adjacent area (include a professional quality site plan)
- Details of the existing structure to be demolished
- Proposed start date and anticipated duration of work
- Distances from the area of proposed work to the site's property line, nearest properties, structures and rights of way

2. EXPLOSIVE SECURITY, MOVEMENT, AND METHOD OF BLASTING

This is a coordinated plan developed between the applicant, the College Park Police Department Bomb Disposal Unit and Traffic District that addresses the means and methods of blasting, explosives transport and site security operations. Draft versions of this section should describe the types and quantities of explosives to be used, how they will be stored, the type of blasting pattern and or specifically loaded floors, the type of initiator and a detailed safety and countdown procedure with standard incremental warnings. Additionally, if specialized equipment will be used to prepare the site for blasting, such as drills, the equipment and its associated noise (in dB, dBA, or dBF) should be described.

3. COMMUNITY NOTIFICATION

This section should clearly outline the applicant's strategy for providing information to residents, businesses and organizations nearby the site both prior to the commencement of the work and during multi-day operations. At a minimum, the strategy should include draft information on the proposed area of engagement, planned information packet, and anticipated community meetings or media engagement. See section four for additional information on community notification.

Note to Applicants: All community engagement activities must be coordinated with and approved by the City.

BLASTING OPERATIONS GUIDELINES

4. HEALTH AND SAFETY PLANNING

The primary objectives of the Health and Safety portion of the Operations/Dust Control Plan are to protect the public and workers against flyrock or debris missiles from an imploding structure and to limit exposure to any generated dust. The plan must address the following topics:

- Determination of evacuation zones and safety perimeters to protect the public against the blast, dust and work operations
- Site safety plans and procedures for contracted personnel working on-site
- Air monitoring for particulates, including lead and asbestos
- Evaluation of service utilities that may pose a safety or health risk to the public
- Prevention and protection from flying debris / projectiles resulting from the explosion
- Public outreach and awareness
- Evacuation and sheltering
- Use of proper respiratory protection for those who are at risk of exposure
- Proper clean-up of impacted areas

Evacuation, Dust Impact, and Safety Zones (Primarily for Implosions)

Subject to approval by the City, the contractor must designate Evacuation, Dust Impact, and Safety Zones around a blasting site. The Evacuation Zone (EZ) is the area in and around the blasting site that must be temporarily evacuated during the implosion event. Similarly, the Dust Impact Zone (DIZ) is the area in and around the blasting site that is likely to receive implosion-generated dust settlement, and any other nearby areas where residents must shelter in place during the implosion. Finally, the Safety Zone (SZ) encompasses parts of the DIZ that will be subject to air overpressure effects during the implosion event in addition to dust, requiring that residents shelter in place. All Operations/Dust Control Plans submitted to the City must include a map depicting the proposed EZ, DIZ, and SZ with their respective perimeters.

Factors including, but not limited to, the location of the blasting site, the structure of building to be demolished (area, height, type and the age) via implosion, the condition of the neighborhood surrounding the blasting site, and the prevailing wind direction must be considered when designating the EZ, DIZ, and SZ. The EZ is recommended to extend at least one block from the blasting site in all directions. Likewise, the DIZ at minimum is recommended to extend from the blasting site out past the EZ by several blocks. The perimeters of the EZ, SZ, and DIZ must be secured with barricades as necessary, and be manned by the police. Entry into the EZ, SZ, and DIZ by unauthorized persons and vehicles will be prohibited shortly before and during the implosion event. Residents of the EZ, SZ or the DIZ will be instructed to remove and park their vehicles in designated safe parking areas before the implosion event.

The EZ, DIZ, and SZ are among the areas to be included in post implosion dust and debris removal plans. These zones are subject to review and possible expansion by the City based upon public safety considerations.

Public Health Assessment and Planning (Primarily for Implosions)

A survey of lead contamination risk must be included in the Operations/Dust Control Plan. If necessary, lead abatement must be performed prior to demolition. Any lead abatement must be performed by a Commonwealth-certified lead abatement contractor.

An initial Asbestos Inspection Report (AIR) must be included with the permit application for any building demolitions using explosives. The asbestos inspection must be performed by a State of Georgia certified Asbestos Investigator. Prior to demolition, all friable asbestos and any non-friable asbestos materials that may be rendered friable by the demolition and/or implosion activity, must be removed by a licensed asbestos abatement Contractor. A post-abatement AIR must be submitted after all materials have been removed from the property.

Rodent and pest infestations must be abated prior to blasting as well.

Air Monitoring

For Implosions:

An air-monitoring Contractor, certified for lead and asbestos testing, shall be retained to take and analyze air and “dust wipe” samples in the vicinity of the blasting. The sampling and analysis are to measure concentrations of ambient particulate, lead and asbestos, and must be conducted using approved EPA and NIOSH Test Methods. Lead presence must be determined on digested materials using EPA method SW846/7420. Documentation must be submitted showing laboratory participation in a recognized proficiency program (i.e. ELPAT or NLLAP for lead).

Pre-blast testing (24 to 48 hours prior to the implosion) must include:

1. Respirable dust (air)
2. TEM asbestos (air)
3. Lead dust on surfaces (wipes)

Air samples must be collected along the DIZ perimeter in all directions around the blast site; eight samples for each type of analysis. Wipe samples must be collected on window ledges; eight sample locations.

During-blast testing (immediately prior to and fifteen minutes after) must include:

1. Respirable dust (air)
2. TEM asbestos (air)

Post-blast testing (15 to 120 minutes after the implosion) must include:

1. Respirable dust (air)
2. TEM asbestos (air)
3. Lead dust on surfaces (wipes)

An **Air Monitoring Plan** must be approved in advance by the City, which may require additional testing using other dust monitoring techniques, as deemed appropriate. Copies of the results from all the tests must be submitted to the City as soon as available.

Debris Risk:

Consideration must be given to covering buildings near the site with black geotextile fabric to prevent damage to windows and doors during the blasting. Other strategies to reduce debris missile risk can include, but are not limited to, placing heavy construction equipment between the site and adjacent properties.

HVAC Dust Risk:

During the site survey, HVAC systems within the DIZ must be identified and the risk of dust infiltration determined by the Contractor. If protection is needed, the system must be covered with polyethylene sheets prior to blasting by the Contractor.

The Contractor must coordinate with properties outside the DIZ to protect HVAC systems as deemed appropriate. The entities must be notified about the possible increase in registered dust levels on the systems due to the blasting at least five days before blasting.

The buildings within the DIZ shall be required to have windows, doors, vents, and openings shut or closed prior to the blasting. Any additional protection needed for HVAC systems, windows or vents in the DIZ shall be

BLASTING OPERATIONS GUIDELINES

addressed by the Contractor.

Public Park Dust Risk:

In park areas within the DIZ, the Contractor must lay a covering of sufficient strength.

Personal Protective Equipment:

The plan must include provisions for personnel protective equipment. Protective dust masks, protective eyewear, and hearing protection must be provided, at the Contractor's cost, for all blasting Contractors, City personnel, and other personnel required within the EZ, SZ, and DIZ.

The respiratory protection minimum requirement is N95 NIOSH approved disposable half mask particulate respirator with exhalation valve with dual strap and recommended for use up to 10X PEL or as referenced in OSHA standard, whichever is lower. The particular model of dust mask must be pre-approved by the Office of Risk Management.

Hearing protection must be disposable earplugs made of polymer foam that allows earplugs to expand and conform to the wearer's ear canal. It should have a Noise Reduction Rating (NRR) of at least 29dB.

5. OPERATIONS PLANNING

The Contractor in coordination with City agencies and other stakeholders must prepare an Operations Section of the Operations/Dust Control Plan. This portion of the plan focuses on activities the Contractor, City agencies, and other stakeholders will take to manage the blasting operation.

Surface Traffic Control

Using the DIZ boundaries, the Contractor must coordinate with the Police and Fire Departments to develop a Traffic Control Plan, which identifies roads that will need to be temporarily shut down to vehicular traffic. The Contractor must also coordinate with public transportation providers (e.g. MARTA) on rerouting or halting of public transportation.

Air Space Restrictions

The applicant is required to determine the appropriate airspace radius and AGL elevation to ensure a safe blasting environment. The City will coordinate with the Atlanta Department of Aviation and the Federal Aviation Administration several weeks prior to operations for any necessary air traffic restrictions. In order to proceed with the operations, the Applicant and/or Owner will need to obtain Form 7460-1 from the FAA and any other documents or permits required by the FAA for the operation.

Temporary Evacuation and Resident Reception Center

The City will coordinate with the Contractor and other stakeholders to provide a Reception Center for residents who must temporarily evacuate. If necessary, the Contractor will provide transportation to the Reception Center.

Pets

The City will coordinate with Animal Control and the Contractor to address any issues related to pets.

Designated Viewing Area.

Contractor shall provide a safe viewing area for any persons desiring to view the implosion and blasting operation. The Contractor shall be responsible for the safety of the viewing area and any liability therefor.

6. LAND DISTURBANCE PERMIT (See Attachment D)

Contractor shall submit and obtain a land disturbance permit for any ground disturbing activities in accordance with the Manual for Sediment and Erosion Control in Georgia. The required erosion control BMPs include identifying limits of construction, tree save fencing, silt fencing, construction outlets at a minimum. Additionally, sediment control ponds shall be designed to ensure no silt or dust from the site leaves the site or enters into the State or City

stream buffers. All utilities shall also be identified along with proper disconnection from the City system. This plan shall also address intermediate and final landscaping to ensure proper ground cover is obtained prior to project completion.

7. CLEANUP

General Means and Methods (Primarily for Implosions)

Since moisture keeps down the amount of air borne dust, immediate wetting of the debris pile is critical. The cleanup can begin once the "all clear" is given by the Contractor, Police and the Fire Department.

Cleanup procedures will depend on the degree of dust impact. The areas of cleanup include the EZ, DIZ and any areas where dust may have migrated beyond the outermost perimeter. In areas heavily impacted, individuals using hand sprayers will wash down buildings and roofs. After buildings are sufficiently clean, the hand spraying should be directed toward washing the dust from the sidewalks into the street. The Contractor will be responsible for procuring personnel and equipment for hand spraying. A cleanup plan must be approved in advance by the Chief Building Inspector.

The Public Works Department will provide, at the Contractor's expense, mechanical sweeping and flusher service, with city personnel and equipment. The street flushers will lightly spray the street, and the mechanical sweepers will follow. A heavier flushing will follow this, and the remaining material will be hand swept from the gutters and collected. The final clearance of the area will be given by Police Department and reported to the Command Post. As each subdivision is cleared, the traffic restrictions will be lifted.

In areas with a lighter impact, the above process will be followed except that the step involving the light spray and mechanical sweeping will be omitted.

As demolition and subsequent debris loading, crushing and trucking progresses, the rubble and debris must be misted with water continuously whenever dry conditions prevail, and watered down when dust is observed. The site should not be wet to the extent of pooling or where it would create adverse conditions such as mud or ice. Haul routes out of the site should also be maintained in a condition that will not cause a nuisance to the community or environment. The route must be swept and hosed twice daily or as necessary to keep down dusting as well as prevent tracking of mud and dirt on to the streets.

In any streets/areas in which water is to be used for dust control, the Contractor must block all street inlets and other drains to the City sewer system. The Contractor must take all necessary steps to preclude water from entering the City sewer system (or running off to surface water). The College Park Public Works Department must approve the Contractor's plans for water discharge.

Cleanup of Hazardous Materials

In order to protect the environment and our natural water resources, the disposal of fuels, oils, bitumens, calcium chloride, acids or other harmful materials found on site must be in compliance with Federal, State, and Local laws. Machinery must be checked daily for excessive leaking and repairs made as needed.

Refueling of machinery must be performed on a concrete pad to prevent spillage on the ground. All spillage on the pad must be solidified or absorbed and disposed of properly. Water used for dust control must not be allowed to mix with any contaminant on the site.

BLASTING OPERATIONS GUIDELINES

4.0 PUBLIC ENGAGEMENT AND COMMUNITY NOTIFICATION

Summary

Comprehensive, clear and coordinated public notification to the community surrounding a blasting operation is of paramount importance to the City. Informing the community of the nature of the project, its timing, key points of contact, and the potential impacts upon the surrounding area is essential.

Applicant's Responsibilities

The Owner and/or Contractor is responsible for conducting outreach to the public that are adjacent to the area where the blasting operations will occur. This outreach, including the planned area of engagement, must be coordinated with the City and will include, at a minimum, notification via door-to-door canvassing. At least one community meeting may also be required at the discretion of the City.

Note to Applicants: All blasting projects require door-to-door canvassing, including the distribution of information sheets to residents, organizations, and businesses adjacent to the area of the proposed work.

Information Sheets

The Owner and/or Contractor must distribute information sheets to each residence, organization, and business adjacent to the area where the blasting is to be conducted. This is to include the following information:

- Date of operation(s)
- Telephone numbers of officials from the blasting company
- Brief description of what will happen the day(s) of the operation, such as what type of device will be used and how long it will take
- Describe the dust, such as: will it affect breathing, will it affect the neighborhood and where
- Describe any damage that may be caused, such as if windows will break and if so where, how damage should be reported, and who will be responsible for any damage
- Describe safety and security precautions being taken, especially precautions for people with respiratory conditions
- Describe any evacuations that will be required and if so, who will have to evacuate and their options, for being sheltered in designated reception centers and how they can get to the center, such as by shuttle
- Describe any shelter-in-place orders that will be in effect, who will be asked to remain in their homes, shut their windows and doors, close any vents, and turn off heating, ventilation, and air conditioning systems
- Describe any impact on utilities, such as electricity, water, and gas
- Describe the impact on school operations
- Provide a telephone number for claims reporting

Prior to distribution, the Chief Building Inspector will review and approve the information sheet. The Contractor should provide public information in various languages as needed, based on the neighborhood demographics, in consultation with the City.

The City will also provide the final version of the information sheet to the 911 call center and all first responder agencies.

The application should account for multiple days of notification to ensure that positive contact has been made with all property owners within the defined area. Logs documenting when notification was given to each property must be maintained and submitted to the City for review. The City reserves the right to add or modify the area requiring Contractor notification.

Community Meetings

The Permits Department will coordinate with the Owner and/or Contractor regarding community meeting(s). The Chief Building Inspector will consult with the Ward councilperson on the best date(s), time(s), and location(s) where meetings can be conducted. The Owner and/or Contractor will provide notice of the meetings in at least two newspapers of citywide distribution and one community-based newspaper at least one week in advance of a meeting.

Media Engagement

The City will determine the extent and timing of media outreach activities. The Contractor and/or site owner may be required to develop a press release and/or media kit, subject to review by Office of the Chief Building Inspector. The blasting Contractor and the site owner may be required to participate in media planning and to have personnel available for contact by any media representatives.

BLASTING OPERATIONS GUIDELINES**5.0 LEGAL AND ADMINISTRATIVE ITEMS****Blasting Minimum Insurance Requirements**

The City's Office of Risk Management requires that all permitted blasting work maintains appropriate levels of insurance, thereby minimizing the City's liability.

Unless otherwise approved by the City's Risk Manager in writing, the project owner shall cause all Contractors at their sole cost and expense, to procure and maintain in full force and effect the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the State of Georgia and/or acceptable to the City. All insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished by all parties. All insurance certificates shall specifically indicate that the coverage provided is for demolition and/or blasting work. The City of College Park, its officers, employees and agents are to be named as additional insureds on all policies required herein except the Workers Compensation and Employers Liability policy(ies). Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them and coverage shall include a waiver of subrogation in favor of the additional insureds. The City reserves the right to require Contractors to furnish certificates of insurance and/or certified copies of the original policies of all insurance required hereunder. The insurance requirements set forth herein are not intended to and shall not be construed to modify, limit or reduce the Contractors liability.

- **Workers Compensation and Employers Liability:**
 - Workers' Compensation: Statutory Limits
 - Employers Liability: \$500,000 Each Accident – Bodily Injury by Accident: \$500,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
- **General Liability Insurance:**
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. Provided, however, that the City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
 - Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent Contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations); explosion, collapse and underground coverage; hostile fire pollution.
- **Automobile Liability Insurance:**
 - \$1,000,000 any one accident or loss for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned and hired vehicles.
- **Umbrella Liability:** Minimum limit of \$10,000,000 each occurrence when combined with types and amounts of coverages required under Employers Liability, General Liability Insurance, and Automobile Liability Insurance listed above.

- **Contractor's Pollution Liability Insurance:** May be required dependent upon the nature of the work.
- **Performance Bond:** May be required dependent upon the nature of the work. All

Certificates of Insurance must be addressed and submitted to:

Attention:

Risk Management Department City of College Park
College Park City Hall
3667 Main St.
College Park, GA 30337
Phone: 404-767-1537

City Services Cost Recovery

Prior, during and after a blasting operation, the City will provide specific services to the blaster and the community. The Owner and/or Contractor shall coordinate with the City to determine the services and quantity thereof that will be needed. The costs of the agreed upon services will generally be covered by the Blasting Operations Permit fee, unless the City deems a City Services Reimbursement Agreement necessary. The Owner and/or Contractor is responsible for reimbursement of the City for any and all expenses incurred by the City in the event additional city services are required due to an emergency or due to Owner and/or Contractor's failure to comply with the City of College Park's Blasting Operations Guidelines. Such expenses include, but are not limited to, costs for all personnel (including overtime costs), services, equipment, and materials, if any, provided by the City. While the scope of these services may vary based upon the nature of the project, the following services apply to all proposed projects utilizing explosives:

- **Police and Fire Department Vehicular Inspections and Escort:**
All vehicles transporting explosives within city limits are required to rendezvous with College Park Police and Fire Departments personnel upon arrival. Officers will conduct a documentation and safety check prior to escorting the transport vehicle to the project site. If explosives will be returned to a magazine or approved storage location that is not within the confines of the project site, a Police and Fire departure escort is also required.
- **Police Bomb Disposal Unit Site Detail:**
The College Park Police Department requires that Bomb Disposal Unit officers be posted at the work site whenever explosives are present, whether loaded into a blast configuration or placed in storage.

The following public safety services may be required for a blasting operation based upon its scope:

- **Streets Department Sanitation Support:** Where an implosion's DIZ is anticipated to be significant, the Public Works Department may supply supplemental street sweepers and flushers trucks to help expedite cleanup.
- **Public Health Air Management (PDPH-AMS) Monitoring:** Typical for building implosions, the City will conduct spot checks of third party-deployed monitoring equipment and approve dust remediation efforts by the clean-up Contractors.
- **Police Department Site Security:** Depending upon the project property size, location and scale of operations, Police personnel will ensure the EZ, SZ, DIZ and other areas requiring exclusion are maintained at all times during blasting.

BLASTING OPERATIONS GUIDELINES

- **Utility Emergency Repair Teams:** Based on the potential for ground shock or debris impact damage from the use of explosives, the Water Department and College Park Power will conduct pre and post blasting infrastructure inspections and may pre-position emergency repair crews during the operation in order to minimize any potential disruptions and to conduct prompt repairs. Contractor must coordinate with all other utility operators in the area, including, but not limited to, gas, cable and telecommunication providers, and allow access for similar inspections and pre-position of repair crews at contractor's expense. Damage to City utility infrastructure attributed to blasting operations will be referred as a claim to Risk Management for subrogation.
- **Community Evacuation and Sheltering:** Specific to building implosions, the blaster in coordination with public safety and the City Engineer may determine that areas adjacent to the project site require temporary evacuation. The Police Department, in coordination with other City agencies will facilitate the transportation of evacuated residents and pets to a reception center, established within a nearby school until the blasting is complete. Additional services related to reception center operations includes feeding and standby emergency medical services. The Viewing Area must be designated and agreed-to by the Chief Building Inspector prior to the operation.

The City is the sole evaluator for the necessity of supplemental services for a blasting operation.

Prior to the completion of the final operations plan and the issuance of an Operations Permit, if necessary, the City will provide a City Services Reimbursement Agreement outlining reimbursement requirements to the applicant based upon a detailed estimate of planned City services and corresponding costs. **If required by the City, an Operations Permit will not be issued until the City Services Reimbursement Agreement has been executed.** Payment is required within 30 days of blasting completion.

6.0 OPERATIONS PERMIT ISSUANCE

An operations permit will be issued to the applicant when all the following conditions are met:

- All agencies approve the final version of the Operations and Dust Control Plan
- The applicant's certificates of insurance submissions are accepted
- The City Services Reimbursement Agreement, if required, has been executed
- Community notifications have been completed satisfactorily
- All permit fee(s) have been paid

Note to Applicants: Operations permits are largely dependent upon the quality and comprehensiveness of the ODCP. Submitting a City-coordinated and finalized ODCP as early as possible will ensure prompt permit issuance. However, due to the complexity involved in implosions, an operations permit may be issued up to a week prior to the planned start of work.

BLASTING OPERATIONS GUIDELINES

7.0 BLASTING PROCESS GUIDES

Blasting Operations Process Timeline

The following timeline provides a general outline of the functions, actions, and approvals for a blasting operations project from its initial application to completion. All documents shall be submitted to the Permitting/Building Department.

Timeframe	Action Required by Contractor
>3 months prior	Submit initial application, supporting documents, and fee (<i>See Section 2.0</i>)
	Attend Initial Plan Review Meeting with City Department Heads/Designees
Within >2 months prior	Conduct site survey – <i>building survey documentation is required for permit issuance</i>
	Complete safety perimeter analysis
	Coordinate with Department of Aviation and FAA on airspace restrictions- <i>Submit any required forms to FAA and DOA (i.e. 7460-1)</i>
	Inspect for lead and asbestos – <i>Submit Initial AIR to City</i>
	Notify utilities (GDOT, Electricity, gas transmission, etc.)
Within 6 weeks prior	Submit Finalized Operations and Dust Control Plan to City for approval
	Confirm that utilities have been capped or removed
	Execute City Services Reimbursement Agreement if required by the City
Within 4 weeks prior	Submit FAA and DOA Response to City.
	Perform rodent abatement
	Remove lead and asbestos – <i>Submit post- abatement AIR to City</i>
	Begin community awareness campaign
Within 1 week prior	Submit non-refundable permit fee to the City
	Begin pre-blasting air monitoring - <i>Timing must follow the approved Operations and Dust Control Plan</i>
	Begin seismographic and air overpressure monitoring
	Provide security once explosives are on-site
	Notify entities with affected HVAC systems of increase in dust levels

BLASTING OPERATIONS GUIDELINES

	Protect park space from dust impact
	Prepare Secured Viewing Area & Coordinate reception center for those evacuated, if applicable
Immediately Prior	Take dust and asbestos samples
	Provide security once explosives are on-site
	Verify air monitoring locations
After	Determine when the site is safe for clean-up and inspections to begin
	Oversee dust clean-up
	Review air monitoring results
	Control dust during clean-up and removal of debris
	Immediately notify City of any incidents or damage
	Hand spraying to wash down buildings
	Wet and sweep dust from public streets and facilities
	Ensure proper management of water runoff from cleanup
	Submit final payment after receiving City Services invoice

BLASTING OPERATIONS GUIDELINES

Building Implosion Operational Activities Checklist

Pre-demolition	
<input type="checkbox"/>	<p>Command Post One (CP1) will serve as the official command post for all blasting for building demolition activities</p> <ul style="list-style-type: none"> <input type="checkbox"/> CP1 will be situated in prescribed location by City staff at least two (2) hours before demolition <input type="checkbox"/> All operational agencies will check in with City at the Command Post at least one (1) hour before demolition <ul style="list-style-type: none"> o Radios and Personal Protective Equipment will be issued as needed
<input type="checkbox"/>	<p>Additional Contractor activities:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Beginning three (3) hours prior to the blasting: <ul style="list-style-type: none"> o Blasting Contractor will begin final wiring of the detonators o Blasting Contractor will recheck the final placement of the explosives' charges o Blasting Contractor will recheck the positioning of the building cover <input type="checkbox"/> Beginning one (1) hour prior to blasting: <ul style="list-style-type: none"> o Blasting Contractor will recheck the circuitry of the primary detonator o Blasting Contractor will recheck the building cover o Blasting Contractor will perform a final walk-through of the building to make sure all equipment and personnel have been evacuated o Persons to be evacuated from adjacent buildings during the demolition will leave the premises
Countdown Procedure	
<p>Contractor shall follow all industry standard procedures for countdown prior to, during and after the blasting operation, including, but not limited to Occupational Safety Hazard Administration (OSHA) Rule 1926.909, as applicable. In addition, the following countdown procedure with appropriate changes will be implemented:</p>	
<input type="checkbox"/>	D-1 Hour: Exclusion Zone boundaries completed and all workers excluded from the zone and cleared of all non-essential personnel
<input type="checkbox"/>	D-30 Minutes: Zone cleared of all non-Blasting Contractor personnel. Final wiring checks in the building to be carried out by Blasting Contractor- Additional check-in for all City staff
<input type="checkbox"/>	D-15 Minutes: Physical check made on the security of the zone boundaries
<input type="checkbox"/>	D-10 Minutes: Airspace to be cleared of all air traffic
<input type="checkbox"/>	D-5 Minutes: Warning comprising two (2), 2-second long signals from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-2 Minutes: Warning comprising two (2), 2-second long signals from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-1 Minute: Warning comprising one (1), 2-second long signal from a command post siren. All police units will be contacted via radio
<input type="checkbox"/>	D-30 Seconds: Final radio checks on perimeter security
<input type="checkbox"/>	<p>D-10 Seconds: Countdown over radio by blaster from command post. Audible (10,9,8,7,6) silent (5,4,3,2,1) Audible (Fire).</p> <p>Note: The reason for the final 5 seconds of radio silence is to enable Blasting Contractor to abort detonation in the event that a warning is received at the Command Post about a breach of safety</p>

BLASTING OPERATIONS GUIDELINES

<input type="checkbox"/>	D+4 Minutes: Check on debris pile and surrounding adjacent properties. Following this check one (1), 10-second long signal indicating “all clear” will be sounded -All police units will be contacted via radio
Post-demolition	
<input type="checkbox"/>	In the unlikely event portions of the structure fail to completely collapse during the blasting sequence, the Contractor shall have equipment on stand-by to alleviate any potential hazards and to assist in post blasting clean-up
<input type="checkbox"/>	Immediately after the building falls, City of College Park Fire personnel will begin to wet down the debris pile at each building location in order to mitigate post-blasting dust
<input type="checkbox"/>	After the all clear is given, a team composed of one representative from Building Department, Contractor and the Public Works Department will assess each area to determine the degree of dust impact and the cleanup procedure required
<input type="checkbox"/>	<p>General cleanup steps:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individuals using hand sprayers will wash down buildings and roofs <input type="checkbox"/> After the buildings are sufficiently clean, the hand spraying should be directed toward washing the dust from the sidewalks into the street <input type="checkbox"/> After approval by the Chief Building Official that this work has been satisfactorily completed, the street flushers will lightly spray the street and the mechanical sweepers will follow <input type="checkbox"/> A heavier flushing will follow this, and the remaining material will be hand swept from the gutters and collected <input type="checkbox"/> The final clearance of the area will be given by the Chief Building Official and reported to the Command Post <input type="checkbox"/> As each subdivision is cleared, the Police will remove pedestrian and traffic restrictions- PD will make final determination on when road openings should occur
<input type="checkbox"/>	Residents required to evacuate will be allowed back to their homes once the area has been inspected and adequately cleaned, safety issues have been mitigated, and Fire and PD authorize re-entry
<input type="checkbox"/>	Command Post will deactivate once all cleanup activities have ceased and all communications equipment has been collected

BLASTING OPERATIONS GUIDELINES

8.0 CITY AGENCY ROLES AND CONTACT INFORMATION

Agency Roles and Responsibilities

Department	Overview of Responsibilities
<p>Department of Permits and Inspections</p>	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Receive permit application ○ Collect documentation to support permit application and distribute to appropriate agencies ○ Participate in planning process for operation ○ Coordination of permitting process for Operations Permit and Demolition Permit (when required) ○ Issue permit ○ Ensure appropriate City and external agencies and organizations are notified ○ Evaluate potential public health impacts for all blasting operations, with special attention to the effects of dust generated from the operation ○ Evaluate applicant’s method for controlling dust and approve permit ○ Approve Operations/Dust Control Plan ○ Coordinate planning process for all operations involving the use of explosives ○ Work with Contractor to conduct public outreach ▪ Day-of Operations <ul style="list-style-type: none"> ○ Deploy Command Post 1 for building demolitions using explosives ○ Verify Contractor’s dust and air monitoring locations, lead dust swipe location, and seismograph location ○ Oversee dust clean-up ○ Coordinate day-of on scene operations for building demolitions using explosives ○ Inspect surrounding buildings post-blast
<p>Finance/Risk Management</p>	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Establish insurance, bonding and/or line of credit requirements and evaluate certificates of insurance for compliance ○ Establish personal safety requirements for City employees and the public ▪ Day-of Operations <ul style="list-style-type: none"> ○ Oversight of employee safety & health and loss prevention efforts ○ Ensure appropriate personal protective equipment is provided to City employees. ○ Document and evaluate potential claims against the City
<p>Fire</p>	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Review and evaluate applicant’s Operations and Dust Control Plan ▪ Day-of Operations <ul style="list-style-type: none"> ○ Deploy fire and paramedic equipment for day-of operations ○ Deploy snorkel equipment to wet rubble immediately after blasting for day-of operation

BLASTING OPERATIONS GUIDELINES

Law	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Determine if operation requires an agreement (or indemnification and release) with the City ○ Draft and negotiate agreements as necessary
Police	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Review and evaluate applicant's Operations and Dust Control Plan ○ Provide escorts for transport of explosives ▪ Day-of Operations <ul style="list-style-type: none"> ○ Ensure safe transport of explosives to work site ○ Ensure security of explosives at work site ○ Enforce perimeter to control crowds ○ Implement road closures, detour routes, and approve road openings
Public Works	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Notify utilities ○ Review plans for water discharge ○ Ensure City utilities are properly terminated ○ Coordinate with PD Traffic for road closures ▪ Day-of Operations <ul style="list-style-type: none"> ○ Provide for street cleaning and flushing, if required ○ Inspect underground water infrastructure before and after blasting ○ Work with Contractor to ensure proper management of water runoff from cleanup
Engineering	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Issue LDP permit, if appropriate ○ Review plans for proper erosion control and final vegetative coverage ▪ Day-of Operations <ul style="list-style-type: none"> ○ Inspect erosion control BMP's before and after blasting ○ Work with Contractor to ensure proper management of water runoff from cleanup
Power	<ul style="list-style-type: none"> ▪ Permitting and Planning <ul style="list-style-type: none"> ○ Participate in planning process for operation ○ Ensure City utilities are properly terminated ▪ Day-of Operations <ul style="list-style-type: none"> ○ Inspect power infrastructure before and after blasting

BLASTING OPERATIONS GUIDELINES**ATTACHMENTS****Attachment A: Blasting Operations Permit Application****BLASTING OPERATIONS PERMIT APPLICATION****DATE SUBMITTED:** _____

This Application must be completed by the General Contractor and/or the Blaster-in-Charge and submitted to the College Park Building and Inspections Department along with the Application fee of \$150.00 and following supporting documentation:

- A copy of an Explosive License issued by the Georgia State Fire Marshal
- A copy of a Bureau of Alcohol, Tobacco and Firearms User of High Explosives License
- Written verification that the Georgia 811 system was contacted
- A draft Operations and Dust Control Plan
- Certificates of Insurance
- Demolition Permit Application, or reference permit granted before application
- Land Disturbance Permit Application if necessary, or reference permit granted before application

Fees	
Blasting Operations Permit	Application Fee: \$150.00 Permit Fee: \$1,000.00 per story of structure to be demolished (maximum \$10,000.00)
Demolition Permit	Application Fee: \$150.00 Permit Fee: \$323.75 Bond: \$1,000.00 *Waived if applied for in conjunction with Blasting Operations Permit
Land Disturbance Permit	Permit Fee: \$500.00 x area in acres (with a \$50.00 min.) Performance Bond: \$3000.00 x area in acres unless otherwise indicated by City Engineer GA EPD Fee: \$40.00 x area in acres. College Park Fee: \$40.00 x area in acres = totaling \$80.00 x area in acres. *Waived if applied for in conjunction with Blasting Operations Permit

General Contractor	
Name of General Contractor	
Company Address	
Office Phone #	

BLASTING OPERATIONS GUIDELINES

24/7 Phone Contact #	
Fax # or E-mail	
Blasting Company Information	
Name of Blasting Company	
Company Address	
Phone #	
Fax # or E-mail	
Blaster-in-Charge Information	
Name of Blaster-in-Charge	
Blaster's Address	
Home Phone #	
Office Phone #	
Cell #	
Georgia Blaster's License Number/Type	
Expiration Date	
BATF User License Number	
Expiration Date	

Proposed Blasting Operation	
(A site diagram must be submitted with each blasting approval application.)	
Location *Please indicate if it is a public right-of-way	
Property Owner, Address and Phone Number	
Type of blasting (excavation, building demolition, etc.)	
Date and time of blasting	

BLASTING OPERATIONS GUIDELINES

operation	
Type and amount of explosives	
Date explosives will be on site	
Potential Street Closures	
Proposed Security Measures (must be verified through PD)	
Type and location of storage magazine (if applicable)	
Name of explosives supplier	
Address of explosives supplier	
Phone number	
Proposed Blasting Operation - Demolition of Structure	
Previous use of structure(s)	
Type of construction of structure(s)	
Footprint dimensions of structure:	
Total square feet	
Number of stories	
Total height above grade (measured from lowest level)	
Does this structure contain any asbestos or lead? (Please attach Asbestos & Lead Inspection Report)	

BLASTING OPERATIONS GUIDELINES

Distance to Nearest Items of Concern	
Property (lot) line	
Public way (street)	
Waterway	
Rail line	
Bridge	
Other structure	

TERMS AND CONDITIONS

- Compliance:** Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, (including, but not limited to, and the City of College Park’s Blasting Operations Guidelines, all environmental laws in the City Code, as well as State and Federal Law) and the applicable rules, methods, regulations of all governmental boards, bureaus, offices and commissions and other agencies.
- Reimbursement for City Services:** Contractor agrees to pay for any and all expenses incurred by the City in the event additional City services are required due to an emergency or due to Contractor/Applicant’s failure to comply with the City of College Park’s Blasting Operations Guidelines. Such expenses include, but are not limited to, costs for all personnel (including overtime costs), services, equipment, and materials, if any, provided by the City.
- INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the City of College Park, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Contractor’s act or omission or negligence or fault or the act or omission or negligence or fault of Contractor’s agents, subcontractors, suppliers, employees or servants in connection with the blasting operations, including, without limitation, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and any breach of these Terms and Conditions.

By signing below, Applicant represents and warrants that (i) the foregoing information is true and accurate, (ii) Applicant has read and understood the Terms and Conditions, and (iii) Applicant is duly authorized to bind Contractor to these Terms and Conditions.

SIGNATURE

DATE

Print Name, Title, and Company

BLASTING OPERATIONS GUIDELINES

Attachment B: Operations and Dust Control Plan Template

The Operation/Dust Control Plan must include the following information:

- **Intent**
 - Summary and purpose of overall operation
- **Demolition Site**
 - Location of the building and the surrounding area
 - Include Site Map/Plan
- **Preliminary Work**
 - List any work done prior to operation that addresses
 - Asbestos mitigation
 - Lead mitigation
 - Utilities shut-off
- **Explosives Schedule**
 - Date and time explosives will arrive on site
- **Explosives Demolition Preparation**
 - Preparation and structural modification required to facilitate explosives-handling operations
 - Actions may include:
 - Wall removal
 - Exterior panel removal
 - Floor removal
 - Column modification
 - Building protection
 - Test blasting
- **Quantity and Type of Explosives**
- **Explosives Transportation**
 - List escort procedures and transportation route
 - Will be arranged with College Park Police Department
- **Explosives Storage**
 - Type of on-site explosives storage
 - Will be determined after discussion with College Park Police Department – Bomb Disposal
- **Loading Procedure**
 - Detailed description of times and location of the assembly of explosive charges
 - List the countdown and notification procedure
- **Initiation System/Sequence**
 - List in detail the initiation system and sequence for the blasting operation
- **Site Security and Safety**
 - List all site security efforts in this section
 - Provide a summary or attachment detailing site safety procedures for contracted personnel working on-site, including any training
- **Public Notice and Community Outreach**
 - Planned Meetings – As coordinated with the City and the local councilperson
 - Information Packet – Information delivered to affected residents
 - Press Releases
 - Media – List any efforts made to contact the media
- **Public Boundaries**
 - Evacuation Zone (EZ)– The inner perimeter is recommended to extend at least one block from the blasting site in all directions (may vary based on scope of project and use of existing physical boundaries) around the demolition site where all residents and businesses will be asked to vacate until the post-operation cleaning is complete.
 - Safety Zone (SZ) (or, Exclusion Zone)– the area around the demolition site where no unauthorized individuals will be allowed to gather outdoors. **Only persons in direct contact with the Incident Commander at the Command Post may be outdoors in this area.**

- Dust Impact Zone (DIZ) – The area around the blasting site most likely to be heavily impacted by the dust cloud, including the EZ, where no vehicular or pedestrian traffic will be permitted. Building occupants not evacuated within this zone will be asked to remain in their buildings, until the post-blasting cleaning is completed (shelter-in-place). **Only persons in direct contact with the Incident Commander at the Command Post may be in this area.** This area will be determined by the Blasting Contractor, General Contractor in coordination with the Police and Fire Department.
- **Evacuation/Operations Plan**
 - Outline all Evacuation and Operation issues to include the examples that follow:
 - Evacuation procedures for the affected area that fall within the EZ.
 - FAA Flight restriction – The Federal Aviation Administration will be contacted by a representative from the City to restrict the airspace over the site. This request is made to:
 - Prevent static electricity generated by helicopter blades or aircraft engines from affecting the safety of ground personnel.
 - Ensure the safety of any aircraft near the demolition site that may be distracted by the demolition or flying debris.
 - Prevent the post demolition dust from being stirred by helicopter prop wash.
 - The Fire Department will be on stand-by to handle any emergencies during and after the demolition. If necessary, utility companies will have field personnel on site to inspect the conditions of the surrounding utility service lines after the operation. All utility lines servicing the building to be demolished must be disconnected and capped.
 - No one will be allowed back in the area until the following items have been completed:
 - Demolition is over – Command Post will issue an “all clear” signal
 - Utility companies have completed inspection of surrounding utility lines.
 - Police and Fire Departments are satisfied that the area is safe.
 - Streets, sidewalks and buildings have been adequately cleaned (with approval from the health department).
- **Land Disturbance Permit**
 - Prepare Erosion and Sediment Control Plan in compliance with the Manual for Erosion and Sediment Control in Georgia. Less the 1 acre of disturbance requires City approval. Sites 1 acre and larger require both the EPD soil Conservation District and the City’s review and approval.
- **Seismographic Monitoring**
 - Outline the Contractor’s coordination efforts for pre and post blast inspections of adjacent properties and a plan for monitoring and recording of ground vibration, and air overpressure generated by the demolition using seismic and other types of monitoring equipment.
- **Air Quality and Dust Control**
 - The concept and methodology of the Air Monitoring Plan will be determined by the Contractor and the Fire Department.
 - Air monitoring will take place pre-operation, during operation and post operation.
 - Dust masks and protective eyewear will be distributed to anyone working in the EZ and DIZ.
 - The type of masks and protective eyewear will be determined by the Risk Manager
 - Procedures for mask distribution will be listed in this section.
- **Adjacent Property Protection and Notification**
 - List all techniques used to protect adjacent properties from displaced material (other than wind-blown particles and dust).
- **Protecting Ventilation Systems**
 - List the steps taken to ensure all affected residents and businesses HVAC systems are properly protected.
- **Post Blasting Sweeping/Cleaning Plan**
 - Information included in this section should include:
 - Participants – Who will be involved in the cleanup effort

BLASTING OPERATIONS GUIDELINES

- Subdivisions – Cleanup zones identified
- Assessment – address the area affected by dust after the operation. Fire Department and the Public Works Department will make this determination.
- Cleanup Priorities – List the streets or areas that need to be cleaned immediately to facilitate road openings, resident return, etc.
- Cleanup Procedures – Who, what, when, where
- **Pre/Post Blasting Rubble and Debris Removal**
 - List all efforts for cleanup and disposal of debris.

Attachment C: Application for a Demolition Permit

Note: For implosions, the below Demo Procedures and Application Form covers the removal of furniture, drywall, mechanical, elevator, escalator, kitchen equipment, plumbing, and electrical. Applicants may choose to apply for this permit prior to submitting the Blasting Operations Permit Application, or can apply for both permits simultaneously. If submitted in conjunction with the Blasting Operations Permit Application, the below fees shall be waived.

DEMO PROCEDURES AND APPLICATION

DATE SUBMITTED: _____

**PUBLIC HEARING
DEMOLITION & RELATED PERMIT APPLICATIONS**

A copy of Ordinance Sec. 5-6 and Article VIII (Moving and Demolition of Buildings), Sec. 5-160 *et seq.*, which details of the issuance of demolition and related permits, can be accessed at https://library.municode.com/ga/college_park. As outlined in the applicable Ordinances, the procedures for this public hearing are listed below.

Chief Building Inspector, Oscar Hudson, Jr., calls the meeting to order. Ms. Sabrina Walters is the Recording Secretary.

1. Applicant makes a presentation of proposed actions.
2. Five minutes will be allowed for those in favor.
3. Five minutes will be allowed for those in opposition.
4. Ten minutes allowed for applicant's rebuttal.
5. Chief Building Inspector concludes the Public Hearing.
6. Within 3 days of the Hearing's conclusion, the Chief Building Inspector will provide a report to the Mayor and Council about the applicant's proposal and a summary of the public's comments.

Upon approval, Demolition Permits will be issued 10 days after the Demolition Public Hearing.

Demolition Permit Fees are as follows: Cash or Checks Only

\$150.00	Nonrefundable Application Fee (Due when submitting application)
\$323.75	Nonrefundable Permit Fee (Due when permit is picked up)
\$1000	Refundable Bond (Due when permit is picked up) Bond is refunded after final inspection. Final inspection requires the property to be seeded and sod. Upon approval of inspection the bond of \$1000 will be refunded

BLASTING OPERATIONS GUIDELINES

to the purchaser of the demo permit bond.

NOTE: Applications must be typed or neatly printed. A \$150 nonrefundable fee must be submitted along with twelve copies (12) of this application and twelve (12) photographs of the structure to be demolished or moved. The owner of the property is required to submit a concise statement explaining the intent of the relocation and/or demolition. The due date is 30 days before Public Hearing, which is held the 2nd Monday of each month at 6 pm in the Mayor and Council Chambers (City Hall). Applicants are invited to attend the meeting to answer questions related to the project. A public notice sign will be posted at least 20 days prior to the Public Hearing.

A separate application is required for each demolition or house move.

DEMOLITION

Address of demolition _____ Square footage _____
_____ Number of stories _____
Proposed date of demolition _____
Cost of demolition _____

HOUSE MOVE

Address of structure to be moved _____ Square footage _____
_____ Number of stories _____
Proposed date of house move _____
Cost of move _____

Please select one:

Residential _____

Commercial _____

Description of structure (i.e. two-story brick house, warehouse)

Demolition Company _____ Office _____
_____ Contact Person _____
_____ Phone _____

Address _____
City, State, Zip _____

E-mail address _____
Owner's Name _____ Phone _____
_____ Address _____

City, State, Zip _____
E-mail address _____

Demolition Bond Refund made payable to: _____

Please explain the purpose of the Demolition or House Move

If new construction is planned, please provide the following:

Type of construction _____ Commercial. _____ Residential

Square footage of new construction _____

Number of stories _____

BLASTING OPERATIONS GUIDELINES

Attachment D: Application for Land Disturbance Permit

Note: If necessary, Applicants may choose to apply for this permit prior to submitting the Blasting Operations Permit Application, or can apply for both permits simultaneously. If submitted in conjunction with the Blasting Operations Permit Application, the below fees shall be waived.

APPLICATION FOR LAND DISTURBANCE PERMIT

Date of Application: _____ Permit # _____

Plan Review: 1st _____ 2nd _____ Final _____ Submitted to State _____

Permit Effective Date: _____

**PERMIT EXPIRES UPON SIXTY CONSECUTIVE DAYS OF CONSTRUCTION INACTIVITY
HOURS OF OPERATION SHALL BE 7:00 AM TO 10:00 PM.
PERMIT SHALL BE KEPT ONSITE.
ASSISTANT CITY ENGINEER TO BE NOTIFIED 72 HOURS PRIOR TO LAND DISTURBING ACTIVITIES.**

Owner: _____ Business Telephone: _____
(Full Name)

24-Hour Contact: _____

Address: _____

Plan Prepared By: _____

Project: _____
(Name and Description)

Location: District _____ Land Lot _____ (Tax Map) Square _____ Unit Number _____

Area within construction limits: _____ acres

Estimated cost of site improvements, not including the building and/or demolition: \$ _____

I, _____, hereby certify that I fully understand the provisions of the College Park Erosion and Sediment Control Ordinance and Program, and that I accept responsibility for carrying out the Erosion and Sediment Control Plan for the above-referenced project as approved by the City. I further grant the right of entry onto this property, as described above, to the designated personnel of the City of College Park for the purpose of inspecting and monitoring for compliance with the aforesaid Ordinance.

Performance Bond: \$3000.00 x area in acres unless otherwise indicated by the comments below.

\$ _____ (Submitted and Approved)

BOND Engineering Cash Bonds 100 12 2801

Permit Application Fee: \$500.00 x area in acres (with a \$50.00 min.)

\$ _____ Paid Receipt # _____

County Ad Valorem Tax Letter Submitted _____ (Certifier's Initials)

BLASTING OPERATIONS GUIDELINES

City Ad Valorem Taxes Paid _____

GA EPD Fee: \$40.00 x area in acres. College Park Fee: \$40.00 x area in acres = totaling \$80.00 x area in acres.
\$_____ Paid Receipt #_____

LDP0 **Land Disturbance Permit** **100 0000 32 3101**

COMMENTS: _____

Approved: _____ Date: _____
(Local Program Administrator)

Attachment E: Sample City Services Reimbursement Agreement

Note: The City Services Reimbursement Agreement may be executed between the City and the Owner or Contractor.

CITY SERVICES REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the "Agreement"), made as of this ___ day of _____, 20__ by and between THE CITY OF COLLEGE PARK (the "City") and _____, with its principal place of business at _____ ("OWNER").

BACKGROUND:

- A. OWNER desires to perform an implosion (the "Implosion") of the property located at _____ (the "Premises) on _____.
- B. OWNER submitted applications for the Implosion (the "Application(s)") to the City. The Applications are incorporated herein by reference and made a part hereof collectively.
- C. OWNER has requested the assistance of the City while performing the Implosion on the Premises through the provision of City services and/or support, including, but not limited to, those of the Police, Fire, and Public Works Departments.
- D. The City has agreed to provide OWNER with the services set forth in this Agreement in pursuing the performance of the Implosion under those certain terms and conditions set forth in this Agreement.

NOW THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. Incorporation of Background

The Background is incorporated by reference herein.

2. Scope of Agreement

The City shall provide OWNER with City support and the services set forth in this Agreement in pursuing the performance of the Implosion pursuant to the terms and conditions set forth in this Agreement.

3. Terms

The term of this Agreement shall begin on _____ and end on _____, unless sooner terminated or extended by the City in accordance with the terms of this Agreement (the "Term").

4. City Entry on the Premises

The City, or persons authorized by the City, shall have the right to enter the Premises or any part(s) thereof, at any time during the Term, for any or no reason.

5. OWNER's Representation and Warranties

In exercising its rights hereunder, OWNER warrants and represents the following:

- a. That it will not use, or allow any party to use or occupy the Premises, for any unlawful purpose or in violation of any Applicable Law; that it will use, or cause the Premises to be used, in compliance with all rules, regulations and guidelines as the City, including any of its agencies, boards or commissions has established, or may establish during the Term;
- b. That its use of the Premises, shall at all times be reasonable and responsible, and that OWNER will take all reasonable safety and fire prevention precautions; and
- c. That its operations and the operations of its contractors, subcontractors, employees and licensees will in no way impede, affect or restrict the passage of any security or emergency personnel and/or vehicles, including police, fire, safety and public service personnel and vehicles.

6. Insurance

Unless otherwise approved by the City's Risk Manager in writing, OWNER shall cause all contractors, at their sole cost and expense, to procure and maintain in full force and effect the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the State of Georgia and/or acceptable to the City. All insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished by all parties.

All insurance certificates shall specifically indicate that the coverage provided is for demolition and/or blasting work. The City of College Park, its officers, employees and agents are to be named as additional insureds on all policies required herein except the Workers Compensation and Employers Liability policy(ies). Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them and coverage shall include a waiver of subrogation in favor of the additional insureds. The City reserves the right to require contractors to furnish certified copies of the original policies of all insurance required hereunder. The insurance requirements set forth herein are not intended to and shall not be construed to modify, limit or reduce the contractor's liability.

(a) Workers Compensation and Employers Liability;

(1) Workers' Compensation: Statutory Limits

(2) Employers Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employees – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.

(3) Other States Insurance, including Georgia

(b) General Liability Insurance:

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability, \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. Provided, however, that the City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
- (2) Coverage: Premises operations; blanket contractual liability, personal injury liability, products and completed operations; independent contractors; employees and volunteers as additional insured's; cross liability and broad form property damage (including completed operations); explosion, collapse and underground coverage; hostile fire pollution.

(c) Automobile Liability Insurance:

- (1) \$1,000,000 any one accident or loss for bodily injury (including death) and property damage liability.
- (2) Coverage; Owned, non-owned and hired vehicles.

(d) Umbrella Liability: Minimum limit of \$10,000,000 each occurrence when combined with types and amounts of coverages required under (a), (b) and (c) above.

Certificates of insurance evidencing the required coverage must be addressed and submitted to the following address at least ten (10) days prior to starting any demolition and/or blasting work:

Attention:
 City of College Park
 Attention Chief Building Inspector
 College Park City Hall
 3667 Main St.
 College Park, Georgia 30337
 Phone: 404-767-1537

7. **Indemnification and Release**

- a. OWNER shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by OWNER's act or omission or negligence or fault or the act or omission or negligence or fault of OWNER's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, including, without limitation, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, and any breach of this Agreement.

- b. In consideration of the City's support to OWNER in performing the Implosion, OWNER shall, and shall cause agents, employees, invitees and guests to, remise, quitclaim, release and forever discharge the City from any claims and demands arising from performing the Implosion, OWNER voluntarily assumes all risk of loss, damage or injury, including death, that may be sustained by OWNER and its agents or invitees while in, on or about the Premises.

8. Effects of City Approval

Review, approval or acceptance by any one City department, under this Agreement, shall not be construed to constitute approval otherwise required by any other City department(s), boards and/or commissions in connection with any and all work or alteration performed under or pursuant to this Agreement, including, without limitation, construction, health, safety, welfare, employment, traffic and zoning. Review or approval by the City with respect to any matter under this Agreement or in any way related to any part of the Premises, shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the reviewed or approved matter. No person may rely in any way on such review or approval and at all times, OWNER must use its own independent judgment as to the accuracy and quality of all matters including all work performed in relation to this Agreement and/or the Premises.

9. Applicable Laws: City Permits and Licenses

- a. OWNER shall comply with the following, all of which are referred to as the "Applicable Law(s)": all present and future Federal, State, and local laws, statutes and ordinances (including, but not limited to, all environmental laws in the City Code, as well as State and Federal Law) and the applicable rules, methods, regulations of all governmental boards, bureaus, offices and commissions and other agencies applicable to OWNER, the Premises, the access, use and occupancy of the Premises, and the exercise of any rights or the performance of any obligations under this Agreement, including, without limitation, those laws, statutes, rules and regulations applicable to the environment, copyright and intellectual property, labor, occupational safety, health and welfare.
- b. Prior to the commencement of the Agreement, OWNER shall have secured all licenses and permits that may be required for the exercise of any right granted under this Agreement, including, but not limited to: (i) obtaining access to the Premises, and any utility connections situated thereon; (ii) the alteration of the Premises (and/or any City owned or controlled property); and (iii) all permits and licenses authorizing any use, alteration or closure of any part of the Premises, and any other City owned or controlled property or area, including roads, roadways, streets, sidewalks, curbs or ramps, the alteration of existing City traffic routes or patterns and the alteration of any City signage, including traffic signals and road signs. All City licenses and permits required to be obtained by OWNER under this Paragraph shall be collectively referred to herein as the "City License(s) and Permit(s)".
- c. OWNER shall comply with all City License(s) and Permit(s). Without limiting the generality of any other provision of this Agreement, OWNER's failure to obtain and/or comply with the terms of any City License or Permit shall be deemed a breach of this Agreement and the City may exercise all appropriate rights and remedies including the termination of this Agreement provided, however, that the City shall first give OWNER notice of said breach and permit OWNER to cure such breach within twenty four (24) hours, unless immediate action is required to avoid property damage or remedy an unsafe condition.

10. Security and Other Services to be Provided by OWNER

OWNER shall provide, or cause to be provided, all security, including all necessary security personnel required to adequately protect and secure the Premises. The City is not, by the terms of this Agreement, required to provide any protection or security to OWNER, the Premises and/or any person related to OWNER or the Implosion and/or any property related to any of the foregoing. Notwithstanding the foregoing the City will provide Police services for the purpose of traffic and crowd control.

11. OWNER's Obligation to Pay for City Services and Materials

- a. OWNER is responsible for all expenses incurred by the City in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement; this responsibility includes OWNER's obligation to pay the City for all personnel (including overtime costs), services, equipment and materials, if any, provided by the City, in connection with the performance of the Implosion. The estimated costs and services are as set forth in **Exhibit "A"**, a copy of which is attached hereto and made a part hereof.
- b. The City shall provide OWNER with an invoice for all non-public safety costs and expenses, i.e., non-Police and Fire related services, incurred by the City during the Term (or applicable in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement), including expenses for personnel, services, equipment and materials, if any, provided by the City in connection with the performance of the Implosion or this Agreement (the "Non-Public Safety Invoices(s)").
- c. Payment under the Non-Public Safety Invoice shall be delivered to the City Finance Director via a certified bank check or cashier's check, made payable to the "City of College Park". The City's failure to provide or prepare a Non-Public Safety Invoice in accordance with this Paragraph 11 shall not impact, limit or affect OWNER's obligation to make payment to the City under the Non-Public Safety Invoice.
- d. The City shall provide OWNER with an invoice for all public-safety costs and expenses, i.e., non-Police and Fire related services, incurred by the City during the Term (or applicable in relation to the performance of the Implosion at the Premises, or the exercise by OWNER of any right under this Agreement), including expenses for personnel, services, equipment and materials, if any, provided by the City in connection with the performance of the Implosion or this Agreement (the "Public Safety Invoice(s)").
- e. Payment under the Public Safety Invoice shall be delivered to the City Finance Director a certified bank check or cashier's check, made payable to the "City of College Park", in the amount owing to the City as indicated by the Public Safety Invoice. The City's failure to provide or prepare a Public Safety Invoice in accordance with this Paragraph 11 shall not impact, limit or affect OWNER's obligation to make payment to the City under the Public Safety Invoice.

12. Utilities

OWNER will not access, utilize, or in any way connect any item, including, but not limited to, any utility wires or lines, to any utility service lines situated on any part of the Premises, without the prior written approval of the City, and must be performed by a duly licensed electrician. Upon request, the City shall provide electrical drops. OWNER shall bear all costs for its utility usage during the Term of the Agreement.

13. Nondiscrimination

- a. OWNER shall not discriminate against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the City may immediately terminate this Agreement.
- b. OWNER shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d. 7), section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.
- c. OWNER understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Agreement or from activities or services provided under the Agreement. As a condition of accepting and executing the Agreement, OWNER shall comply with all provisions of the American With Disabilities Act (the “Act”), 42 U.S.C. §§ 12101 – 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to OWNER, (b) to the benefits, services, activities, facilities and programs provided in connection with the Agreement, (c) to the City, or the State of Georgia, and (d) to the benefits, services, activities, facilities and programs of the City or of the State, and, if any funds under the Agreement are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, OWNER shall comply with the “General Prohibitions Against Discrimination.” 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of “The Americans With Disabilities Act,” as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14. The City’s Rights and Remedies upon OWNER’s Breach of Agreement

Without limiting any other provisions of this Agreement, if, in the reasonable judgment of the City’s Managing Director, or his designee, or the Commissioner of Public Property, or her designee, OWNER has failed or fails to comply with any term, condition or provision of this Agreement, the City shall have the right, to treat such failure as a substantial and material breach of this Agreement and to exercise all appropriate rights and remedies at law, including the termination of this Agreement. Upon the City’s termination of the Agreement, OWNER shall immediately cease all activities in and on the Premises and shall have no rights under this Agreement. The City may, for the material breach of any of the terms of this Agreement, terminate this Agreement upon notice in writing to OWNER, provided, however, that the City shall first give OWNER notice of said material breach and permit OWNER to cure such breach within a reasonable time, unless immediate action is required to avoid property damage or remedy an Unsafe condition. The City may immediately terminate this Agreement and remove OWNER from the subject Premises in the event that OWNER commits a felony on the Premises.

15. Notices.

Any notice or request pursuant to this Agreement shall be made in writing and delivered by United States mail, postage prepaid, or by hand delivery with receipt obtained, addressed as follows:

If intended for the CITY:
City of College Park
Attn: City Manager
College Park City Hall
3667 Main St.
College Park, Georgia 30337
Phone: 404-767-1537

With copies to:

Fincher Denmark, LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If intended for OWNER:

Or at such other address which the City or Owner shall have designated by notice given in accordance with this Paragraph 15.

16. Owner’s Certification of Non-Indebtedness

OWNER and any entities under common control with OWNER or controlled by OWNER are not currently indebted to the City, and will not at any time during the Term of the Agreement (including any additional term(s) be indebted to the City, for or on account of any delinquent taxes, water bills, sewer bills, liens, judgments, fees, or other debts for which no warren agreement or payment plan satisfactory to the City has been established. OWNER shall remain current during the Term of the Agreement with all such payments and shall inform the City Finance Director in writing of OWNER’s receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, OWNER acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the City, result in the termination of the Agreement for default (in which case OWNER shall be liable for all excess costs and other damages resulting from the termination).

17. Consent to Jurisdiction

The parties hereto hereby consent to the exclusive jurisdiction of the Superior Court of Fulton County and/or the United States District Court for the Northern District of Georgia in any and all actions or proceedings arising under this Agreement or pursuant hereto.

18. Governing Law

This Agreement and all disputes arising under the Agreement shall be governed, construed and decided in accordance with the laws of the State of Georgia.

19. Survival

Any and all provisions or terms set forth in this Agreement which, by its or their own nature, would be reasonably expected to be complied with or performed after the expiration or earlier termination of this Agreement, shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive the expiration of earlier termination of this Agreement.

20. No Joint Venture

The parties do not intend to create, and nothing contained in the Agreement shall be construed as creating a joint venture arrangement or partnership between the City and OWNER.

21. Severability and Partial Invalidity

The provisions of the Agreement shall be severable. If any provision of the Agreement or application thereof for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of the Agreement or the application of such provision to persons or entities other than those as to which it is held invalid or unenforceable to the fullest extent permitted by law.

22. Headings

The headings in the Agreement do not in any way define, limit, describe or simplify the provisions of the Agreement or the scope or intent of the provisions and are not part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written.

CITY OF COLLEGE PARK

BY: _____
MAYOR

Attest:

Approved as to Form and Content:

BY: _____
CITY ATTORNEY

CITY CLERK

OWNER

BY: _____
PRESIDENT/VICE PRESIDENT

DATE

BLASTING OPERATIONS GUIDELINES

BY: _____
SECRETARY/TREASURER

DATE

Federal Identification Number



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8137

DATE: May 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

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

RE: Delinquent Property Tax Payers Update

PURPOSE: To provide Mayor and Council with the most recent status of the top ten delinquent property tax payers.

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: Varies with each situation.

CITY COUNCIL HEARING: May 18, 2020

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 05082020 (PDF)
- Top Ten Delinq Property Tax Accounts 05082020 2018 (PDF)

Review:

- Althea Philord-Bradley Completed 05/12/2020 11:05 PM
- Rosyline Robinson Completed 05/13/2020 4:32 PM
- Terrence R. Moore Completed 05/14/2020 10:40 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

**City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of May 8, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Filed	Yeasmin Enterprises	5010 Old National Hwy	Ramada Plaza	\$ 108,096.69	Fulton - Real	3/19/20 Emailed GM - looking for closing date. Reminded tax lien to be filed next week.	2019
Filed	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson	\$ 82,914.99	Clayton - Real & Personal	3/19/20 Emailed GM - informed her of outstanding balance and reminded of lien filing next week.	2019
Filed	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 81,474.71	Fulton - Real	3/20/20 Per Kelco President and/or Vincent Clark - Comm'l Appraisal Mgr Fulton County Tax Assessor - valuation hearing postponed - belief is Assessment will return to 2018 values. Client has paid 50% already of original tax. Delinquent balance would be eliminated with reduction of assessment	2019
Filed	KSG Georgia LLC	4820 Massachusetts Blvd	La Quinta Inn	\$ 49,447.99	Clayton - Real	3/19/20 Emailed GM - informed him of outstanding balance and reminded of lien filing next week.	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 25,830.83	Clayton - Real	Tax Parcel subdivided into 93 parcels - all foreign investors. 7 out of 93 paid - Online tax platform can't process international credit cards.	2019
Filed	Virtual Citadel	2380 Godby Rd		\$ 10,025.48	Fulton - Real	2/17/20 Received Chapter 7 Bankruptcy filing. Hearing this week to be attended by legal	2019
Filed	Crystal Equities LLC	2601 Roosevelt Hwy	Crystal Equities	\$ 9,851.03	Fulton - Real	3/19/20 Emailed Property Mgrs. Email correspondence states it will be paid before we file lien in April.	2019
Filed	Excalibur Investments LLC	1640 East Virginia Ave & Vacant lot on Jackson St		\$ 6,163.70	Fulton - Real	3/19/20 Resending Statements - looking for a viable telephone number	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,080.15	Fulton - Real	4/27/20 Reaching out to Mortgage Co. Contact. Also noticed July 2019 Bankruptcy filing	2019
Filed	No Limits Community Development	3581 Main St		\$ 4,101.23	Fulton - Real	4/27/20 Emailed Property Owner	2019

Intent to FiFa (Tax Lien) Notices mailed out on/about March 23, 2020. Owners have 30 days to pay prior to Lien filing.

Y Represents Lien filed against account.
 NA Signifies account has not met statutory requirement for lien to be filed

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,351.14	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		9,234.60	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,689.34	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,087.22	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,623.37	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of May 8, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Cudsik Guy	1666 Vesta Ave	Right Sales & Service	\$ 2,923.71	Fulton - Real & Personal	3/9/20 Paid \$3,295.29- for 2018 taxes Balance of 2018 - add'l interest (\$224.87) & 2019 balance is \$2,669.51. 3/19/20 Left Message	2018-2019
Y	Lexicon Hospitality	2471 Old National Pkwy	Travelodge	\$ 2,222.54	Fulton - Personal	Paid in Full 2/17/2020	2018-2019
Y	Zenga Store	Hartsfield/Concourse A		\$ 1,263.26	Clayton - Personal	3/19/20 Still Working with Merchant/County Assessors - location was closed. Tax Assessors confirms closure as of 12/31/18. It makes 2018 collectible - Merchant claims closure was prior to 2018 - so non taxable Parcel 171425. Clayton County Tax Offices are re-opening May 4th	2018
Y	InMotion Entertainment	Hartsfield/Concourse A		\$ 971.11	Clayton - Personal	Paid 12/24/2019	2018
Y	Hayes Philip Lee	3262 Dogwood St		\$ 961.98	Fulton - Real	Property was sold by Mr. Hayes, but was chargedback for Homestead Tax Credits after the sale that he was not entitled to receive. Current owner's closing attorney asking liens be released.	2017-2018
Y	Amirj LLC	5209 W Fayetteville Rd	Subway	\$ 1,364.61	Clayton - Personal	Spoke to owner 3/13/20 - getting accountant to write the check.	2018-2019
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,120.05	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - no contact telephone but found residential mailing address of principal owner to resend statement. Still looking/working account	2018-2019
	Lindsay Beulah	3568 Herschel Rd		\$ 590.19	Fulton - Real	Paid 1/3/2020	2018
	Ellis Robert	3732 Herschel Rd		\$ 548.36	Fulton - Real	Paid 3/26/20	2018
	Gerard Gary Et AL	2238 West Lyle Rd		\$ 469.22	Fulton - Real	Paid 12/26/19	2018



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8138

DATE: May 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, 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: May 18, 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: Customer Service Manager

ATTACHMENTS:

- Top Ten Report 051220 - R (XLSX)
- May 2020 Cut-on report - R (XLSX)
- CC Aging 051120 - R (DOCX)
- CF Aging 051120 - R (DOCX)
- RC Aging 051120 - R (DOCX)
- RF Aging 051120 - R (DOCX)

Review:

- Althea Philord-Bradley Completed 05/13/2020 11:22 PM
- Rosyline Robinson Completed 05/14/2020 10:38 AM
- Terrence R. Moore Completed 05/14/2020 10:41 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM

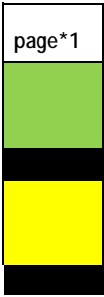
City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
5/12/2020											
Prepared By Kimberli Johnson											
Business											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$31,860.16	\$12,708.32	\$2,249.60	\$46,818.08	Yes	90 days	Account is Active/ Reminder Letter sent 02/07/2020
n/a	No	No			\$30,008.98	\$6,660.22	\$6,862.77	\$43,925.15	No	60 days	Account Active
n/a	No	No			\$22,813.03	\$16,579.02	\$3,230.84	\$42,622.89	No	60 days	Account Active
n/a	No	No			\$27,905.83	\$3,226.36	\$3,944.46	\$35,076.00	No	60 days	Account Active
n/a	No	No			\$7,818.77	\$2,208.67	\$1,662.86	\$11,690.30	No	60 days	Account is Active
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
n/a	No	No				\$74,989.78	\$2,387.60	\$77,377.38	No	60 days	Account Active
n/a	No	No			\$707.56		\$17,888.64	\$18,596.20	No	60 days	Account Active
n/a	No	No				\$926.65	\$4,896.50	\$5,823.15	No	60 days	Account Active
Residential											
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			\$797.26	\$3,905.49	\$244.92	\$4,947.67	Yes	180 days	Service Restored Per City Council on (Electric) 04/07/20
No	No	No			\$763.11	\$1,130.73	\$173.39	\$2,067.23	Yes	180 days	Account is Active/ Customer is a Senior Service
TOTALS					\$122,674.70	####	\$43,541.58	\$288,551.52			
		NUL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
yes			Signifies account received prior billing adjustment								
N/A			Signifies account that has not received prior billing adjustment								

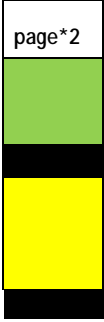
May 2020 Reconnects						
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining Balance
	Prepared by K.Johnson		Grand Totals	\$ -	\$ -	\$ -

Grand Totals: \$ - \$ - \$ -

March 2020 Reconnects						
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining Balance
	Prepared by T.Smith/K.Johnson					
			Grand Totals	\$ 48,179.51	\$ 45,153.31	\$ 3,026.20

Grand Totals: \$ 48,179.51 \$ 45,153.31 \$ 3,026.20





City of College Park

A / R A G I N G

05/11/2020 15:06:19

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

015				113.03	165.98	289.80	528.46	1097.27	05/04/2020	400.00
015				1286.92	1487.26	0.00	0.00	2774.18	03/02/2020	1487.26
015				4775.93	5322.97	0.00	0.00	10098.90	03/02/2020	5657.73
015				3249.22	3837.46	0.00	0.00	7086.68	04/22/2020	3000.00
015				13144.43	15789.26	17384.39	500.00	46818.08	02/12/2020	17221.36
015				8711.88	9584.95	0.00	0.00	18296.83	03/02/2020	10437.56

6 Subtotals for Cycle 015

31281.41	36187.88	17674.19	1028.46	86171.94
----------	----------	----------	---------	----------

6 Grand Totals

31281.41	36187.88	17674.19	1028.46	86171.94
----------	----------	----------	---------	----------

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

05/11/2020 15:04:23

Page: 1

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

Cycle: 1

001				2811.85	1801.44	0.00	0.00	4613.29	04/06/2020		T
001				25313.03	9763.62	0.00	0.00	35076.65			
001				2372.48	1895.06	0.00	0.00	4267.54	01/31/2020	1571.60	
001				1114.99	957.37	0.00	0.00	2072.36	01/31/2020	631.35	

4 Subtotals for Cycle 001

316212.35	14417.49	0.00	0.00	46029.84
------------------	-----------------	-------------	-------------	-----------------

Cycle: 8

008				958.87	908.42	75.14	0.00	1942.43	02/21/2020	450.86	O
008				4236.82	2292.15	0.00	0.00	6528.97	03/04/2020	250.00	T
008				1905.02	1398.02	0.00	0.00	3303.04	03/04/2020	585.43	
008				773.48	380.17	0.00	0.00	1153.65	03/04/2020	359.34	O
008				1070.17	577.86	0.00	0.00	1648.03	05/08/2020	358.26	T
008				762.97	771.90	22.47	0.00	1557.34	03/06/2020	400.00	T
008				951.21	462.05	0.00	0.00	1413.26	03/04/2020	500.00	T
008				1789.86	1091.10	0.00	0.00	2880.96	03/04/2020	1300.00	O
008				1108.66	546.50	615.53	0.00	2270.69	01/29/2020	603.29	
008				115.72	57.86	209.55	1418.66	1801.79	12/13/2019	109.00	T

8 Subtotals for Cycle 008

13672.78	8486.03	922.69	0.00	24500.16
-----------------	----------------	---------------	-------------	-----------------

Cycle: 15

015				417.00	432.00	837.63	0.00	1686.63			O
015				619.55	634.55	3148.87	0.00	4402.97			O
015				0.00	738.58	965.55	1531.13	3235.26	12/19/2019		O
015				5378.10	6312.20	0.00	0.00	11690.30	03/03/2020	6627.84	
015				376.70	2817.50	121.58	0.00	3315.78	03/04/2020	121.58	T
015				490.39	536.95	65.46	0.00	1092.80	03/17/2020	644.00	T
015				491.06	581.79	672.30	0.00	1745.15	02/21/2020	261.51	
015				585.04	658.99	0.00	0.00	1244.03	03/13/2020	1000.11	T
015				1235.81	1404.16	0.00	0.00	2639.97	03/09/2020	1425.88	T
015				19828.84	22294.05	500.00	0.00	42622.89	03/16/2020	22711.68	O
015				1648.70	2554.14	0.00	0.00	4202.84	03/02/2020	2554.14	
015				21183.06	22742.09	0.00	0.00	43925.15	03/02/2020	16903.21	
015				403.24	674.98	958.36	0.00	2036.58	02/13/2020	947.06	T
015				2346.87	2370.01	0.00	0.00	4716.88			O
015				718.31	739.96	0.00	0.00	1458.27	05/11/2020	350.00	
015				676.10	935.46	0.00	0.00	1611.56	04/15/2020	1300.00	O

16 Subtotals for Cycle 015

56398.77	66427.41	7269.75	1531.13	131627.06
-----------------	-----------------	----------------	----------------	------------------

City of College Park

A / R A G I N G

05/11/2020 15:04:26

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle:	21									
021				32.38	32.38	32.38	1044.20	1141.34	05/04/2020	150.00 O
1 Subtotals for Cycle 021				32.38	32.38	32.38	1044.20	1141.34		
Cycle:	25									
025			404-7632600	869.48	292.40	50.00	0.00	1211.88	02/19/2020	292.40 T
1 Subtotals for Cycle 025				869.48	292.40	50.00	0.00	2392.18		
30 Grand Totals				387185.76	89655.71	8274.82	2575.33	205690.58		

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

05/11/2020 15:11:32

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								
015				81.59	153.11	242.33	784.49	1261.52	02/04/2020	100.00 T
015				364.73	583.50	544.83	262.87	1755.93	04/08/2020	400.00 O
015				187.61	404.92	427.53	620.91	1640.97	02/10/2020	200.00 T
3 Subtotals for Cycle 015				633.93	1141.53	1214.69	1668.27	4658.42		
3 Grand Totals				633.93	1141.53	1214.69	1668.27	4658.42		

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

05/11/2020 15:08:59

Page: 1

Cyc	Rte	Account Name	Home Phone	A G I N G					--- Last Payment ---		
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount	
Cycle: 1											
001				48.38	76.83	169.89	1361.50	1656.60	02/04/2019	47.81	
001				818.31	551.59	483.19	214.14	2067.23	03/04/2020		
001				735.38	446.81	0.00	0.00	1182.19	02/25/2020	464.41	
001				854.27	470.03	105.28	0.00	1429.58	02/24/2020	168.46	T
001				279.05	692.26	350.24	0.00	1321.55	04/10/2020	221.60	
001				981.00	318.79	218.42	0.00	1518.21	02/24/2020	500.00	
001				694.71	319.14	0.00	0.00	1013.85	02/19/2020	384.87	
001				847.15	559.88	97.50	0.00	1504.53	02/16/2020	478.08	T
001				956.53	326.77	128.03	0.00	1411.33	01/30/2020	354.90	O
001				529.72	257.36	330.29	602.86	1720.23	12/17/2019	170.00	O
001				238.05	122.86	130.52	611.69	1103.12	02/03/2020	500.00	T

11 Subtotals for Cycle 001

6982.55 4142.32 2013.36 2790.19 15928.42

Cycle: 8

008				603.09	516.88	966.18	2861.52	4947.67	04/23/2020	140.00	
008				661.09	133.75	232.06	0.00	1026.90			O
008				494.53	370.40	168.81	0.00	1033.74	04/03/2020	300.00	
008				2094.78	241.96	0.00	0.00	2336.74	02/28/2020	394.17	
008				991.23	666.90	11.70	0.00	1669.83	03/03/2020	600.00	T
008				667.11	455.93	0.00	0.00	1123.04	03/03/2020	557.00	T
008				591.89	302.28	39.83	388.56	1322.56	08/30/2019	219.02	
008				132.97	226.24	270.73	395.99	1025.93	01/29/2020	370.99	T
008				174.67	300.80	855.19	0.00	1330.66	03/19/2020	100.00	T
008				27.73	360.94	446.10	199.74	1034.51	01/23/2020	300.00	T
008				552.90	288.60	313.16	172.74	1327.40	02/28/2020	500.00	T
008				455.53	622.58	0.00	0.00	1078.11	01/31/2020	632.46	T
008				682.53	425.42	46.44	0.00	1154.39	02/27/2020	464.39	T

13 Subtotals for Cycle 008

8130.05 4912.68 3350.20 4018.55 20411.48

Cycle: 15

015				233.37	291.81	562.72	15.86	1103.76	02/24/2020	325.00	T
015				180.41	408.20	545.80	0.00	1134.41	02/13/2020	516.22	T
015				9194.75	9401.45	0.00	0.00	18596.20	02/18/2020		O
015				213.96	270.12	375.38	229.88	1089.34	12/18/2019	313.10	O
015				24012.41	24768.08	28596.89	0.00	77377.38	03/04/2020		O
015				1618.72	1113.33	3091.10	0.00	5823.15			O

6 Subtotals for Cycle 015

35453.62 36252.99 33171.89 245.74 116808.73

City of College Park

A / R A G I N G

05/11/2020 15:09:04

Page: 2

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

30 Grand Totals				50566.22	38535.45	153148.63				
				45307.99			7054.48			

SELECTION CRITERIA

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

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



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8131

DATE: May 13, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Application of Performance Standards for College Park Strategic Plan

PURPOSE: Follow-Up Direction Regarding Application of Performance Standards to the College Park Strategic Plan.

Considerations to host a follow up Workshop Meeting respectively to take place Wednesday, July 15, 2020 at 6:00 p.m.

Thank you.

Review:

- Terrence R. Moore Completed 05/13/2020 4:07 PM
- Rosyline Robinson Completed 05/13/2020 4:35 PM
- Terrence R. Moore Completed 05/14/2020 10:39 AM
- Mayor & City Council Pending 05/18/2020 7:30 PM