

### Mayor & City Council

**Regular Session Meeting** 

~ Agenda ~

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

http://www.collegeparkga.com

404-669-3756 (Main)

Experience College Park Georgia's Global City

**Council Chambers** 

Monday, July 20, 2020
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7:30 PM

- 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 June 15, 2020

#### ACTION:

B. Approval of Workshop Session Minutes dated June 15, 2020.

#### **ACTION:**

C. Approval of Special Called Minutes dated July 10, 2020.

#### **ACTION:**

- 4. Proclamations, Resolutions, Plaques, and Announcements
- 5. Remarks of Citizens
- 6. Other Business
  - A. Consideration of an appointment to the College Park Main Street Association (CPMSA) Board for Ward 3. See memorandum dated July 10, 2020 from Director of Economic Development Director Artie Jones, III. Also, see attached supporting documentation.

#### ACTION:

B. Consideration of and action on a request to ratify authorization of the extension of the hazard pay program to July 31, 2020 for the City of College Park Police Department, Fire Department and Department of Public Works personnel. See memorandum dated July 10, 2020 from City Manager Terrence R. Moore. Also, see attached supporting documentation.

#### ACTION:

C. Consideration of and action to review and approve a request for a conditional height permit for a proposed apartment building at 0 Harvard Ave. See memorandum dated July 16, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 3.

#### **ACTION:**

- D. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated July 15, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.
- 7. Public Hearings
  - A. Public Hearing to consider the rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District. See memorandum dated July 16, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Wards 1 and 2.

#### **ACTION:**

- 8. Bids, Change Order Requests and Contracts
  - A. Consideration of and action on an agreement for financial consulting services between the City of College Park and Piper Sandler & Co. See memorandum dated July 13, 2020 from City Manager Terrence R. Moore and a copy of the proposed Financial Services Agreement. This is a budgeted item.

#### **ACTION:**

B. Consideration of and action on a request for approval of bids received for renovations of the interior of the lobby, office space and kitchen of the Brady Recreation Center (Phase II improvements). See memorandum dated July 16, 2020 from Director of Recreation &

Cultural Arts Michelle Johnson recommending Tower Interior Construction in an amount not to exceed \$140,607.00. Funding is available through Fulton County Community Block Development (CDBG) funds. Also, see attached supporting documentation.

#### **ACTION:**

#### 9. Unfinished (Old) Business

#### 10. New Business

A. Consideration of and action on a request to formally adopt an Ordinance adjusting the Sanitation and Water and Sewer Rate Schedule. See memorandum dated July 16, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached proposed Ordinance.

#### ACTION:

B. Consideration of a Municipal Reimbursement Agreement for C.A.R.E.S Act funding. See memorandum dated July 15, 2020 from Director of Finance & Accounting Althea Philord-Bradley. 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 July 15, 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 July 15, 2020 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.
- 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: 8238

**DATE:** July 15, 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 June 15, 2020

Regular Session Minutes dated June 15, 2020

Thank you.

#### **ATTACHMENTS:**

• RS061520 (DOC)

#### **Review:**

- Shavala Moore Completed 07/15/2020 3:43 PM
- Rosyline Robinson Completed 07/16/2020 12:35 PM
- Terrence R. Moore Completed 07/16/2020 12:44 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

1			CITY OF COLLEGE PARK
2			MAYOR AND CITY COUNCIL
3			REGULAR SESSION
4			JUNE 15, 2020
5			· · · · · · · · · · · · · · · · · · ·
6 7			MINUTES
8	Dro	cont.	Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken
9	Present:		Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala
10			Moore; City Attorney Winston Denmark.
11 12	Abs	sent:	None.
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14 15	1.	Openi	ng Ceremonies.
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18		B. In	vocation by Pastor Marjorie Dent.
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20	2.	Additi	ons, Deletions, Amendments, Or Changes To The Agenda. None.
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22	3.	Presen	ntation Of Minutes Of City Council.
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24		A. Re	egular Session held June 1, 2020.
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26 27	AC	TION:	Councilman Clay moved to approve Regular Session Minutes dated June 1, 2020, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
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29		B. W	Vorkshop Session held June 1, 2020.
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31	AC	TION:	
32			as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
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34	4.	Procla	mations, Resolutions, Plaques, And Announcements.
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36			resentation of a Proclamation designating June-14-20, 2020 as "National Waste &
37		K	ecycling Workers Week" in the City of College Park.
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39		Direct	or of Public Works Mike Mason presented the item.
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41		Mayor	r Motley Broom read the proclamation into the record.
42		<b>D</b> '	
43		Direct	or of Public Works Mike Mason said thank you Mayor & Council.
44	_	<b>D</b> -	
45	5.	кета	rks Of Citizens.
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a.

City Clerk Shavala Moore read Jamelle McKenzie's comments into the record, 3707 Main Street, College Park, GA., 30337, to include an update on IGNITE.

- b. City Clerk Shavala Moore read Whitney Flemister's comments into the record, 4195 Williamsburg Drive, College Park, Ga. What is the City doing for others for all walks of life? Every child deserves equal access to equal amenities in this community in which they live. The splash pad is an opportunity to change the course of what we value and what we deem as a priority. Reach beyond yourself and prioritize this project so it may serve as a light.
- c. City Clerk Shavala Moore read Lisa Jefferson's comments into the record. I am in support of the splash pad. We want the splash pad as first priority, and to receive all necessary funding from Fulton County to serve the needs of Wards 2 and 4. We are tired of the injustice. Take the lead and become the leaders we have elected. Do the right thing to serve as our community, not only to mass the flag at half staff, but to make the splash pad as a first priority project to benefit all mothers throughout College Park.
- d. City Clerk Shavala Moore read Charles Jefferson's comments into the record. Mr. Jefferson is also in favor of the splash pad. He has been a resident of College Park for 13 years, and for 13 years Ward 4 has been put on the back burner for most proposals in our ward. Once Councilman Gay presents a proposal, 90 percent of the time it is being shot down, but other wards present proposals and they get approved. Mayor Broom's promises during the campaign for unity and transparency has fallen short. The splash pad financials have been held up because of a letter that Mayor Broom has sent to the Fulton County Commissioner for approval. This is nonsense, and now you want to use Councilman Gay's ideas for a splash pad for Six West. We all have to work together in order for the city to thrive. A city is only as great as an underfunded ward. If you have an issue with our councilman, it should not interfere with the growth of Ward 4. Putting a sidewalk up is progress, but much more needs to be done. Stop arguing. Start putting your talk into action. And most importantly, work together to solve any issues and drive on.
  - e. City Clerk Shavala Moore read Mustapha (sp) Muhammad's comments into the record, 4342 Lafayette Lane, College Park, Ga., 30337. I yield my comments to Stanley Muhammad.
  - f. City Clerk Shavala Moore read Ruth Muhammad's comments into the record. I yield my comments to Stanley Muhammad.
- g. City Clerk Shavala Moore read Stanley Muhammad's comments into the record, 4342,
  Lafayette Lane, College Park, Ga., 30337. There are 9 minutes allotted to Mr.
  Muhammad for his comments. He discussed corruption in College Park. My prayers
  are for Brothers Rayshard Brooks, George Floyd, Ahmed Aubrey, Sister Breonna
  Taylor, and the countless number of black people in America who are being brutally
  killed by white supremacy, while House Negro leadership looks the other way and says

and does nothing meaningful to correct the corruption of white supremacy and racism
in College Park and throughout this country. Dr. King says there comes a time when
silence is betrayal.

Many of you have betrayed the 85 percent of black people in College Park. I and my family are among that betrayed black group. You all have been silent after my black family was victimized by 4 white racist College Park Police Officers; i.e., Lt. Braxton, Officer Verlander, Officer Thompson, and Major Block, at my College Park residence, under the leadership of a racist and unqualified Chief of Police, Chief Williford. In a city of 85 percent black, he doesn't qualify because he doesn't love black people. He doesn't qualify because you have to have a college degree to be the Chief of Police in College Park. Why did you require the previous white chiefs to have a degree? You see, that's corruption.

- 107Mr. Muhammad discussed the repo order he received for his vehicle. Mr. John Adams108is the one that came to my residence with the repo order. It was not signed or ordered109by a Judge. Mr. Adams was on probation on April 18. 2019 for being a child110pedophile. Mr. Adams arrived at my home without an auto tag for his repo truck. I111also have a "No Trespassing" sign on my property. Mr. Adams rang my doorbell and112spoke with my grandchild. I told him to leave my property because he was trespassing.113Mr. Adams refused to leave my property, so I called the College Park Police.114
- 115 When the 3 initial Caucasian officers arrived at my home, Officer Verlander, Officer Thompson, and Lt. Braxton refused to look at my paperwork which was signed by a 116 Judge and the Court. However, they happily looked at Mr. Adams' self-help repo 117 118 paper. The law is, if the repo order is not signed by a Judge, the resident can order the repo man to leave. If the repo man doesn't leave your private property, that is a breach 119 120 of peace and trespassing violation. After Mr. Braxton called one of my black family 121 members a f'in idiot twice, Officer Verlander and Officer Thompson threatened to 122 arrest me. They all let the criminal child pedophile repo man, Mr. Adams, leave my home without being arrested or given a mere citation. Mr. Adams is now in prison for 123 124 committing a crime.
- 126A few days after they harassed my family, those officers all should have been127terminated. Lt. Braxton got written up for using the "N" word 3 times. Lt. Braxton got128demoted, and then auscrupiously given his rank back. Major Block arrived and129disrespectfully called me by my previous name Stanley Henry and ignored my legal130name, Stanley Muhammad.
- Councilman Gay told Major Block that I'd been in trouble in the City of College Park for a long time, which is defamation of my character. The Chief and these officers need to be fired, as well as the City Manager Terrence Moore, if he was responsible for giving Lt. Braxton's rank back. If Mr. Adams were black, and a white resident in Ward he would have been a George Floyd, Ahmed Aubrey, or Rayshard Brooks. My family still has not received justice. When will the corruptible put on the incorruptible? Thank you.

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139 6. Other Business.

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- A. Consideration of and action on a request from the Greta Lewis Lupus Foundation (GLLF) to hold a Lupus Awareness Walk and gathering on Saturday, July 18, 2020 from 8:00 a.m. until 3:00 p.m. in front of the College Park gymnasium.
- 145 Mayor Motley Broom asked, any questions?

Councilman Clay said yes. I sent my questions to City Manager earlier today. The bottom
line is it refers to the gymnasium. I assume they mean the auditorium. I assume this means
they want to put tents and so forth on the auditorium grounds. There may be a cost to the
City, unless the City wants to donate services to this.

152 Councilman Clay said so, my question would be: If they are going to have tents and so forth, there probably will be some kind of refreshments. And, what about trash pickup? Is 153 154 the City going to be requested to provide trash receptacles? Is the City going to cart those 155 away? The route is unclear too. The route has not been issued with motorcycles wanting to 156 participate in this. The motorcycles moving in and out of traffic speed is not the same as walking speed. And that makes me wonder how the motorcycles will coordinate their part 157 158 of the walk with the people that are walking. I'm just concerned that this is not terribly well defined. I am sure it is a good cause. We do these things for other events, but they are 159 usually more carefully specified. 160

Ms. Ethenia King, Greta Lewis Lupus Foundation (GLLF) said we will gather in front of the City Auditorium, and we will proceed to the sidewalk and make a left heading towards East Point. We will take Main Street all the way into East Point, pass the East Point Train Station, make a left turn onto Ware Avenue, left onto East Main Street, then pass the City of East Point Police Station, and continue on East Main Street, and then East Main Street runs back into Main Street ending up at the City Auditorium. As far as the trash goes, we will take care of the trash.

- 170 Councilman Allen asked, have you coordinated this with East Point as well?
- 172 Ms. King said no. I do intend to tell them. If I have to reroute it, I can do that.

Councilman Clay said if East Point were to deny your request, then you would have a number -- I don't know how many people you are expecting. Maybe I missed that in there.
But you would have people walking up and then turning around and walking, so they would be going in two directions.

Ms. King said we can turn left where College Park and East Point meets, and we can bring itto that street that runs all the way through.

182 Mayor Motley Broom asked, have you had an opportunity to work with the Police183 Department on the route?

185 Mr. Bryant (Producer) said no, I have not. Last week we had a meeting, and the Police
186 Chief and City Manager was in attendance. Some things needed to be clarified in writing,
187 and I did. I can make that document available to everyone.

- 189 Mayor Motley Broom asked, is there additional information that we do not have that we 190 need to see?
- 192 Mr. Bryant said absolutely not.

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Mayor Motley Broom said it indicates motorcycle riders. They are going faster than thewalkers. Does it mean they are looping back around?

Mr. Bryant said the riders have shown a degree of interest to show general support, in order
to prevent having state officers involved, which to my understanding would be required, if
they were riding at a lower pace that could impact normal traffic.

- 201 Mayor Motley Broom said the motorcyclists are going to start at 35 miles an hour and just 202 leave everyone.
- 204 Mr. Bryant said yes. They are not grand marshals of the walk.
- 206 Mayor Motley Broom asked, so it's not a function of them going up and down Main Street?
- 208 Mr. Bryant said no.

210 Councilman Clay said I had one more question on the insurance policy. We have a lot of 211 unrest due to some very sad events that have happened in recent times, and some of those events have turned violent when the agitators, or whatever you want to call them, came in 212 213 from elsewhere. When I looked at your policy provisions and identified exclusions of 214 certified acts of terrorism, and this is going to come up here in the agenda to where we talk about our insurance policy, the policy says that acts of terrorism are excluded. So now you 215 216 get into a situation, if you do have civil unrest in connection with this event and damages 217 done, will this policy cover it or not?

Mr. Bryant said I fully understand your concern. However, what is on the policy in terms of not being inclusive of acts of terrorism, that is no different from the standard language of policies of events. Insurance companies are not accountable for acts of war or acts of God. In 2010, that very language was inclusive. So during times of peace, that language was still part of the course for every special event contract. And I don't think any insurance company will remove it.

Councilman Clay said I agree with what you just said. I'm just making the point for the Council that there is the potential, if something bad were to happen. And this is not unique to your event, but it is something that we have to take into consideration. I just throw that out.

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254 255 256 257 before July 18, 2020. 258 259 260 Councilman Taylor said okay. Thank you. 261 262 ACTION: 263 264 265 266 voted yes. Councilman Clay abstained. Motion carried. 267 268 269 270 271 McKenzie. 272 273 274 275 accordingly. 276 Page 6 of 38 Regular Session 06/15/20

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237 this event? 238 239 Councilman Allen asked, do you plan on having alcohol at the event? 240 241 Mr. Bryant said I wish I could, sir. 242 243 Councilman Allen said I think the Lupus Foundation is very good. I commend you for what 244 you do. 245 246 Councilman Gay said thank you for what you do for Lupus. 247 248 Mr. Bryant and Ms. King said thank you. 249 250 Councilman Taylor asked, how much is it for the walk? 251 252 Ms. King said there is no fee. But what is required is to make a donation for the T-shirt 253 and a mask that we have provided for the walkers. Councilman Taylor asked, how soon would you have to make those donations? Ms. King said you have from today until July 18, 2020, but I'd rather you order your shirt Councilman Taylor moved to approve a request from City Manager Terrence R. Moore regarding the Greta Lewis Lupus Foundation (GLLF) to hold a Lupus Awareness Walk and gathering on Saturday, July 18, 2020 from 8:00 a.m. until 3:00 p.m. in front of the College Park gymnasium, seconded by Councilman Gay. Councilman Taylor votes yes. Councilman Gay voted yes. Councilman Allen B. Follow-up presentation by IGNITE College Park Community Oriented Resource Center Project requesting financial support by CEO of Adullam Ministries, Inc. Jamelle City Manager Terrence Moore said this is in response to direction offered during the June 1, 2020 workshop meeting This is not a formal presentation. I advised Ms. McKenzie to be available for any questions. Otherwise, this is an opportunity to consider direction

Mr. Bryant said yes, sir. We realize that unpredictable circumstances are just that. The

incidents that you mentioned, each of those incidents have been attached to a protest and

Mayor Motley Broom said I want to make sure that we are looking at the merits of this

particular walk. And Councilman Clay, I understand your concerns. Any questions about

behavior that was unsettling. This is simply a Lupus Walk and nothing more. I

Mayor Motley Broom said I see there was follow up with guests. I see numbers, but I don't see what the results of that follow up were. I thought that is what we were getting were people who have been in contact with IGNITE.

Ms. McKenzie said we refer persons to different organizations for assistance. And once we have done the referral and the connection is made, we are usually not following up again about the services that they received. However, we do call individuals just to see how they are doing. And when we have workshops, we will call them. We are similar to the United Way 211 Program. I didn't give any names because that is confidential when people come. But if you are interested in knowing where each person came from, we do have those records. I thought you were interested in follow-up percentages.

- 289 Mayor Motley Broom asked, does anyone else have any questions?
- 291 Councilman Taylor asked, are we voting on something now?

293 Mayor Motley Broom said we are making a determination in regard to support for this 294 year's budget.

296 City Manager Terrence Moore said yes, ma'am. There is no recommendation whatsoever297 for 2020-2021.

299 Councilman Clay said this is for City Manager. If we were to have someone on staff 300 dedicated to providing the services that IGNITE provides, that person on staff would need to 301 get some volunteers together as their support, et cetera, et cetera. So my question is: How 302 much would it cost the City in terms of salary and benefits to dedicate a person to perform 303 that function?

305 City Manager Terrence Moore said at least \$50,000.00.

Councilman Clay said this seems like the wrong time to abandon IGNITE. And we have
never had a full-time person dedicated to it. I think if we gave IGNITE \$35,000.00, and if
you want to make it less than that, maybe \$30,000.00, but it strikes me it's a bargain.

- 311 Mayor Motley Broom said I concur with much of what you said. It's just that every 312 department has faced cuts.
- 314 Councilman Clay asked, are we prepared to say we are going to abandon this thing?
- Mayor Motley Broom said I wasn't saying abandon. We can't fund it at the same level thatwe did last year.
- Councilman Clay asked, so we are in agreement that we would like to have the function, but just don't want to pay as much for it as we did last year. How much did we pay last year?
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322 Ms. McKenzie said the City paid \$35,000.00.

- 323 Councilman Clay said okay, make it \$30,000.00.
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Ms. McKenzie mentioned the request for utility help she anticipates coming through

325 326 IGNITE. We are actively looking at ways to get them that money. There will be a lot of 327 work up ahead this coming year. 328

329 Councilman Gay said you mentioned that the administrative fee for IGNITE is 35 percent 330 for salary. That is a bit high. Is that 35 percent for salary going to you as the owner of 331 **IGNITE**? 332

333 Ms. McKenzie said no. IGNITE was brought on by the City to perform an administrative 334 function. We were not brought on by the City to be a nonprofit and to give out resources. 335 When you fund a nonprofit, you are financing them for resources that they are giving 336 through their program. The contract with the City, \$32,000.00 is to be used for salaries and 337 \$3,000.00 was to be used for workshops and for projects which we did. The rest of the 338 money that was raised was close to \$60,000.00 during the course of the year. There are 8 339 people that work at IGNITE. I do not receive a check per se. I am the CEO of Adullam 340 Ministries, and I am paid as a contractor.

- 342 Councilman Clay said so for that \$35,000.00, we didn't get 1 person that does the administrative work, but we got 8 people. 343
- 345 Ms. McKenzie said 8 individuals were paid through the course of the year. But generally speaking, we would have 2 people working throughout the week. My responsibility was to 346 347 form partnerships. We paid \$12.50 an hour for staff.
- 349 Councilman Allen said you have done wonders with what you had. I think this is a great 350 program that other cities would love to have as well.
- 352 Councilman Clay said if we cut from \$35,000.00 down to \$30,000.00, that is a 20 percent reduction. That is a larger reduction we have had in any department, I believe, in our cost 353 354 cutting exercises over the last several weeks.
- 356 ACTION: Councilman Clay moved to approve a request by IGNITE College Park 357 Community Oriented Resource Center Project requesting financial support by CEO 358 of Adullam Ministries, Inc., Jamelle McKenzie, in the amount of \$30,000.00, 359 seconded by Councilman Allen and motion carried. (All Voted Yes).
- 361 C. Discussion and update on recently adopted ordinances and resolutions. None.
- 363 D. Quarterly Discretionary Balance Report for the Mayor and each City Council Member.
- 365 Mayor Motley Broom asked, any questions regarding the information?
- 367 There was no response from Council.

- Mayor Motley Broom said I did have a question. In regard to the discretionary balance and the travel for both myself and Councilman Allen, they reset somehow with the election. It looks like the spending that occurred from July 1<sup>st</sup> to December 31<sup>st</sup> isn't taken into account.
- Director of Finance & Accounting Althea Philord-Bradley said that's correct. Direction
  from City Manager was for you to start with a clean slate. The actual discretionary amount
  would be half of the fiscal year, instead of the entire fiscal year.
- 377 Mayor Motley Broom said that makes sense.
- 379 Councilman Allen said I have no questions.
- Mayor Motley Broom said on the expense ledger, is there a way we can get a little bit more detail on this? Because while I did receive a reimbursement, it was for a legitimate purpose, which was getting lunch to our Public Safety, Power, and Public Works people on 3 separate occasions there.
- Director of Finance & Accounting Althea Philord-Bradley said that would be on the request
   form. We will get them to add more detail to the discretionary expenses part of the form.
- 389 Mayor Motley Broom said okay.
- 391 Councilman Clay asked, what about donation contributions?
- Director of Finance & Accounting Althea Philord-Bradley said sometimes that can be really
  large, as far as the donation activity. We can add that separately. But that normally
  depends on what type of activity or event is occurring and the donations that are provided.
- 397 Councilman Clay said I'm just asking the question. I'm not giving any direction.
- 399 Director of Finance & Accounting Althea Philord-Bradley said it can be done.
- 401 7. Public Hearings.
- A. Public Hearing to adopt the Fiscal Year 2020-2021 Budget. This is the second of two
   public hearings scheduled to receive public comments. The first hearing was held on
   Monday, June 1, 2020.
- 407 Mayor Motley Broom said the first public hearing was held Monday, June 1, 2020.
- 409 City Manager Terrence Moore said we discussed the initial proposed budget 410 recommendations for Fiscal Year 2020-2021 in the amount of \$129,962,183.00. We did 411 secure the assistance of our external financial advisor Mr. Ed Wall who is in position to join 412 us. So, between Mr. Wall and Althea Bradley, we do have a robust presentation to outline 413 those considerations.
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- 415 Mr. Ed Wall gave a power point presentation beginning with financial projections.
- 417 Mayor Motley Broom said for those of you who wish to add comment, the only way that 418 you will be able to do that is via Zoom.
- 420 City Stenographer Linda McDaniel said the citizens can go to the agenda online or the 421 website for the instructions on how to connect to the Zoom meeting.

423 Mr. Wall explained governmental accounting to the audience. This budget attempts to fix it 424 to where all funds will stand on their own.

#### WATER & SEWER FUND:

428 Mr. Wall said the recommendation for the Water & Sewer Fund is a 5 percent rate increase.
429 This fund has \$6 million in cash.

- 431 Councilman Clay said that assumes that people pay their utility bills.
- 433 Mr. Wall said yes, it does.

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- 435 Councilman Clay said it's good that we are having a 20 percent coverage.
  - Mr. Wall said yes.

#### 439 **SANITATION FUND:**

441 Mr. Wall said the Sanitation Fund has a negative cash balance of \$200,000.00. We 442 recommend that you have a 10 percent rate increase to restore fund balance in the Sanitation 443 Fund. Althea has done a sample utility bill of what these rate increases would mean to the 444 average customer. In the Sanitation Fund in 2015, the net profit was \$307,338.00. We want 445 this fund to stand on its own.

447 Mayor Motley Broom said in 2017, with the fund loss of over half a million dollars, can you 448 explain what happened there, and if there were any steps to correct it?

450 Mr. Wall said there was a period of time when we weren't checking utility amounts. It was 451 \$2.6 million, and then it fell to \$2.2, and went up to \$2.8 million. There wasn't a rate 452 increase. I think the last increase was in 2006.

454 **ELECTRIC FUND:** 

456 Mr. Wall said next is the Electric Fund. There is a lot of due to/due from in this account. 457 We want this fund to do more than just break even, so it can start buying that back. BIDA 458 owes the same amount. The Electric Fund has been losing money since 2017. You also 459 have the Sandersville incident where they agreed to buy power and changed their mind. 460 They won the first round, and now it is on appeal. We as staff are asking you to raise the

461 462	rate 25 percent on the electric system. It has \$6 million in cash, and it will go to \$1.7 million because it lost \$4 million in 2020. We need this 2021 budget at a 20 percent rate
463	increase. (See page 7 of 29 of Mr. Wall's presentation screen).
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465	Mr. Wall said we asked you to come up with how best to implement this 25 percent rate
466	increase and make it as less painful as we can for your residents. The options are listed
467 468	below:
468 469	Option 1: Phase in a 5 percent a month increase.
409	Option 2: Phase in a 15 percent a month increase in July, and then the balance of 10
471	percent in November.
472	Option 3: Do all the 25 percent in July, the first month of the new fiscal
473	year.
474	your
475	Councilman Allen asked, when was the last rate increase?
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477	Director of Power Hugh Richardson said it's been many years. The last time was January of
478	2016. We actually went down a little bit.
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480	Mayor Motley Broom asked, where would that put us in relation to other power providers?
481	And if we went down in 2016, before transfers out, the fund was making \$3.9 million. The
482	following year in 2017 it is losing \$3.8 million, correct?
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484	Mr. Wall said those numbers are correct. You want to know why?
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486	Mayor Motley Broom said sure.
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488	Director of Power Hugh Richardson said there were 3 reasons; one was the Sandersville
489	case, another was the Municipal Trust Fund was winding down in 2018, and in 2017, instead
490 401	of putting our year end settlement money, we put money aside \$1.8 million.
491 492	Mr. Well said the hills were going out becored up. We just had a time with the hills
492 493	Mr. Wall said the bills were going out boogered up. We just had a time with the bills.
493 494	Mayor Motley Broom said we rebounded in 2018 and 2019, and we are still losing money.
495	We are losing millions of dollars.
496	we are rosing minious of donars.
497	Mr. Wall said right. We got hammered by revenues of \$4 million and expenses going up by
498	\$2 million. There were other expenses of \$2 million too. 2017 was a really rough year. In
499	2018 we were collecting past due bills of \$21 million to \$25 million, but the power costs
500	continued to go up. I think that these revenue numbers here, the setting of electric rates is a
501	wild complicated business. Water & Sewer is pretty straightforward. Electric has these
502	different things involved.
503	-
504	Director of Power Hugh Richardson said our capital expenses went up, we had the
505	Sandersville case, and we had put some money aside. That is why it hit 2017 pretty hard.

507	regardless because what it is doing is, as I mentioned before, it is relieving BIDA of the
508	debts. That is something the Council agreed on back in 2016. The Electric Fund has to
509	absorb that loss. If there were no BIDA, the Electric Fund would have been that much
510	richer.
511	
512	Mr. Wall said yes, that's correct.
513	
514	Councilman Clay said we have subsidized elsewhere with the Electric Fund.
515	
516	Councilman Clay said we have had the lowest electric rates in the State of Georgia for a
517	long time.
518	
519	Director of Power Hugh Richardson said true. And we won't be the highest in rates.
520	Director of rower magn Menardson said true. This we won't be the ingrest in faces.
520 521	Mayor Motley Broom asked, where do we rank in regard to Georgia Power?
522	Major Money Broom asked, where do we failt in regula to Georgia I ower.
523	Director of Power Hugh Richardson said our winter rate looks good, but the summer rate is
524	going to be bad. I still want to reduce that one day.
525	going to be bld. I still want to reduce that one day.
526	Mr. Wall said the Sandersville case cost us \$6 million. But Power is only making \$3 million
527	into our projection of the 2021 budget because he is selling that power on the Spot Market
528	for \$2 million. The other million is coming from a year-end settlement from MEAG.
529	
530	Councilman Clay said if we are using power, we don't invite to sell on the Spot Market. So,
531	if we have people who are not paying their utility bills, they are still using the power, and
532	that money could have been recouped by selling it on the Spot Market.
533	
534	Mr. Wall said yes, sir.
535	
536	Councilman Gay said in regard to rate increases, since I have been on Council, we have
537	given several commercial accounts a utility credit of very significant amounts. My question
538	is: Can we charge those developments to recover cash? How are they affecting our loss in
539	utility?
540	
541	Mr. Wall said I'm not familiar with those developments.
542	
543	Director of Power Hugh Richardson said I know we gave Sysco one.
544	
545	Councilman Gay asked, how much was that?
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547	Director of Power Hugh Richardson said I don't remember the dollars. It was 2 cents a
548	kilowatt hour off the regular watt rate.
549	
550	Councilman Gay said as we talk about rate increases, I want us to also be mindful of those
551	large utility credits.

Director of Finance & Accounting Althea Philord-Bradley said the transfers will take place

- 552 Councilman Clay said the money that we are charging in those contracts, am I correct 553 that that is still more than we could sell it for on the Spot Market?
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Director of Power Hugh Richardson said that's true.

557 Councilman Clay said and Councilman Gay's point is valid. But we still are making more 558 money than we would be able to sell it on the Spot Market. So, if we didn't have those 559 customers, we would be in a situation where we would have that excess power and be 560 making less money selling it on the Spot Market.

562 Director of Power Hugh Richardson said that's true. And Block Data paid for all costs.

564 Councilman Clay said I don't know how to take that into consideration. It was a significant 565 amount that included transformers and transmission lines.

- 567 Mr. Wall asked Councilman Gay, did you get your question answered?
- 569 Councilman Gay said yes.

#### CAR RENTAL FUND:

573 Mr. Wall said the next fund is the Car Rental Fund. This is a Covid-19 hammered fund. It 574 has \$5 million in cash. The revenues in 2021 will be nearly nothing. The monthly 575 collection has been around \$1.2 million, \$1.3 million, to \$1.4 million. Last month it was 576 \$133,000.00.

Mr. Wall explained how the Car Rental Fund works.

580 Mr. Wall explained the \$400,000.00 a year the City receives from the SkyTrain (APM). 581 They were doing great in 2019, but the good Lord cut the spigot off in March. We are 582 budgeting \$100,000.00 in 2021. I don't know how much of that we will get. The air travel 583 recovery will be 2 to 5 years. This fund was to cover the GICC and the Arena. These funds 584 were the must-got-to's. If we don't, the 2022 General Fund will have to make it up.

586 Mr. Wall said there is nothing for you to do in the Car Rental Fund. Just monitor it monthly 587 and give you reports as to how we are doing. This was designed to support the Public 588 Safety Complex and the Arena Fund.

#### 590 HOTEL/MOTEL FUND:

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Mr. Wall said Covid-19 hammered the Hotel/Motel Fund. The collection for April was
\$122,370.00. We have enough cash to cover. If we collect less than \$9 million, we can
make it. The hotel/motel tax has a Special District Tax for all the hotels, and currently it is
14.5 mils.

- 596
- 597 **DMO:**

598 Mr. Wall said under the DMO, the rest of it is transferred out.

600 Mr. Wall said the idea behind the GICC was to drive the hotel/motel tax revenues. I have no 601 problem with this fund supporting the GICC. But the issue we have is the BIDA Fund is 602 counting on this \$6 million to go into its fund. The General Fund is the only fund that will 603 pick up the slack.

605 Councilman Gay asked, why do we owe BIDA that designated money?

607 Mr. Wall said BIDA was created in 1985. They sold bonds for that convention center, and 608 the bond documents say that the bonds are paid first by the net profit of the Convention Center. I don't know of one Convention Center that ever made a net profit. The second 609 bucket is hotel/motel tax. The third bucket is mixed-drink tax. The fourth bucket is 610 property taxpayer's full faith and credit of College Park. In 1985, it was designed that 611 money from this fund goes to BIDA to pay its debt. The entire six million dollars goes to 612 613 the Convention Center to pay its debt service. They are 2 separate funds with 2 separate 614 debts.

616 Councilman Gay said thank you.

618 Councilman Clay said I think the takeaway is that due to the way the money flows between 619 funds, to the extent that we don't implement the increase in this district tax, in the millage 620 rate, ultimately it will impact the General Fund. And if it impacts the General Fund, then we 621 have to cut services, or we have to raise property taxes.

623 Mr. Wall said yes, sir.

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#### 625 **GATEWAY ARENA:**

Mr. Wall said next is the Arena Fund. The Arena Fund has an operational cost of \$3.2 million. No cash balance. Revenues for 2021 are not a conservative projection given the pandemic. We asked Mercedes, what would be your expenses, if you had no events at all? She can save \$500,000.00 a quarter. All year would be \$2 million with no events. That leaves \$1.2 million in expenses for the General Fund to tote. We need to monitor this every month and make a report to you. And if it is September or October and you don't have any revenues at all, you may have to start into the meat of that place to cut expenses.

- Councilman Gay said we took \$10 million out of the General Fund, which I didn't vote for
  by the way, to pay down on this Arena. My question is: Since SunTrust financed that bond
  debt, and SunTrust is the City's Depository, why can't we leverage SunTrust to refinance
  the Arena and get our \$10 million back into the General Fund?
- 640 Mr. Wall said I think the bond issue was about \$35 million. And then I think it was \$9 641 million from the General Fund. And I think we put another \$4 million from TPD in there 642 from the hotel/motel tax. So, this \$35 million in bonds is for 15 years at 2.8 percent, but its 643 payments are \$2.8 million a year. That is exactly equal to what we are getting from the

- 644 Car Rental Tax. So, if I add anything to this, and this payment goes up, I don't have
  645 anywhere to take the money from.
  646
- 647 Councilman Gay said it would be a higher payment, but we would get that cash back into 648 our General Fund.
- 650 Mr. Wall said yes, sir, you would. If we get into October, and we don't have any revenues 651 at all over there, we will explore this. Revenues and expenses have to tote one another.
  - GICC:

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Mr. Wall said the next fund is the GICC. The GICC has no cash. This budget is \$8 million,
and that comes from revenue. Mercedes can save \$1.2 million a quarter. That is \$4.8
million. That leaves \$3.2 million that the General Fund has to tote.

- 659 Mr. Wall discussed real numbers on the next slide.
- 661 Executive Director of the GICC Mercedes Miller said we would have had the best year ever 662 without Covid-19.
- 664 Mr. Wall said there is nothing you can do for the GICC but monitor expenses and revenues 665 because those 2 things have to equal each other. There is no magical amount of money that 666 can cover anything that is short.
  - **BIDA:**
- 670 Mr. Wall said BIDA has no cash. Cash is getting tight. This budget got balanced by assuming land sales. That is a big deal for this. Artie thinks we will get it. The fund owes 671 \$11 million to the Electric Fund. We want to get that back. Its annual revenues of \$3.3 672 673 million are PILOT payments and land rent that was designed to pay debt. The debt of the BIDA Fund is; Public Safety Fund, Master Land Contract from Atlanta, 28 acres for the 674 675 Gateway Land, hotel PILOT payments, APM Station, and the Office Building, My 676 recommendation is to cut O&M costs (\$1.5 million), sell land, dedicate revenue sources, increase \$725,000.00 in levy on Special District Tax, send new money to BIDA, have 677 BIDA adopt a formal policy for land sales, and no new projects until this eases up. (See 678 page 19 of 29). 679
- 681 Councilman Gay said what about us getting out of the business of trying to develop BIDA,
  682 and we give it to someone like a North America Providence to sell to a developer, and they
  683 develop it out? Can we make money if we just sell the whole shaboom?
- Mr. Wall said yes, sir. At one time we were considering 2 people to sell the property to as
  a master developer, and we decided that neither one of those offers were going to give us
  enough money. We want to maintain control of what went on that site. We can revisit that.
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689 Councilman Gay said thank you.

#### 690 **GENERAL FUND:**

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- 692 Mr. Wall said the General Fund has a slight loss of \$224,878.00. Just need to watch it close 693 every month.
- 695 Mayor Motley Broom asked, when was the last time that we actually balanced the budget, 696 where funds weren't inappropriately paying for other things?
- 698 Mr. Wall said by law, the budget has to be balanced every year. I think every year we have 699 done a budget where we have used fund balance in order to balance it. And because the 700 history of the City has been to underestimate revenues and overestimate expense, almost 701 every year since 2013 we have spent less.
- Councilman Clay said at one point during the recession, we were drawing down fund
  balance by about \$12 million a year. And we, at that point, did a reduction in staff. We had
  an early-out program and made significant cuts, and we were able to eliminate a good
  chunk of that drawdown.
- 708Mr. Wall said to recap the recommendations, each fund needs to stand on its own, and you709need an electric rate increase. I recommend the 5 percent option a month.
- 711 Councilman Allen asked, if we did the electric rate increase all at one time, how much 712 would that increase be to the citizens?
- 714 Mr. Wall said at 5 percent a month, it is \$34,009,381.00. All at once is \$35,150,000.00.
- Councilman Clay said to hit our residents with that increase is too much. I just have a realproblem with that.
- 719 Councilman Allen said if we did the average, it would be \$24.00 a month for everybody.
- Director of Finance & Accounting Althea Philord-Bradley said it would be \$23.20 a monthfor all 3 increases.
- 724 Councilman Allen asked, is this for a year?
- 726 Director of Power Hugh Richardson said for all year.
- 728 Mr. Wall continued with his recap of recommendations. For Water & Sewer, a 5 percent 729 increase. The Sanitation rate increase is 10 percent. For the Arena and GICC, monitor 730 expenses and revenues. Hotel/Motel taxes, monitor close and watch it, make 731 adjustments, and pursue new revenue opportunities. Share Fulton County Cares Act money. 732 Develop a partner for Six West. And last, the sale of City assets, if beneficial. Artie is 733 working on that now. BIDA needs cash. Sell land. Get dedicated revenue source. The 734 hotel/motel property tax millage rate needs to go to 20 mils, and that will bring in \$725,000.00. And for the Special District Tax around the GICC, it currently brings in 735

736 \$149,000.00 at 7.5 mills, raise it to 20 mils to bring in \$250,000.00. Althea did it in such a 737 way that you will understand it in your budget terms. 738 739 Mr. Wall said that's it. 740 741 Mayor Motley Broom asked, any questions? 742 743 Councilman Clay said on the last slide, the hotel/motel tax, we are eliminating the loss; is 744 that with the \$725.000.00? 745 746 Director of Finance & Accounting Althea Philord-Bradley said correct. 747 748 Mayor Motley Broom declared the public hearing open. 749 750 Mayor Motley Broom asked if there was anyone from the public that would like to speak for 751 or against the adoption of the proposed Fiscal Year 2020-2021 Budget. 752 753 Mr. Stanley Muhammad said thank you Councilman Gay for the good you do. These are hard times with Covid-19. Twenty-five percent increase in the electric rate is a big increase. 754 Most of the citizens are now plummeted into poverty, and you are taxing the people. We 755 have to keep in mind that taxation without representation is tyranny. 756 757 758 You need to talk to your pastors. I don't hear the guidance from the Book being mentioned. Three thousand dollars was taken from the treasury, and you didn't even know about it. But 759 if you took that money and lifted up the poor, they would be willing to make a sacrifice. 760 761 There is no agenda for the poor blacks, poor whites, and the veterans. We have to start 762 reflecting the diversity of the city. 763 764 Clay talks about terrorism, and we want to consider that not being excluded from the 765 insurance policy. We have been terrorized as black people since we have been among you. So, we have to look at how we are being terrorized by poverty and aid the poor. Sit down 766 767 with others, and let's see how we can solve this problem together. 768 769 In conclusion, make sure you show appreciation to the sanitation workers by giving them 770 what they deserve. They have put their life on the line during Sheltering In Place. Don't worry about the civil unrest Councilman Clay, we have been going through that already with 771 white America. 772 773 774 Mayor Motley Broom said I ask that you keep your comments related to the budget. 775 776 Mr. Muhammad said yes, ma'am. I want us to have a Town Hall Meeting. I wouldn't want us to make a decision on the budget right now. If we continue to think about big business, it 777 is going to get worse, and God will make this city bankrupt, and it will lead to anarchy. 778 779 Listen to the citizens. I ask you to consider my proposal to you all. 780 781 Mayor Motley Broom asked, anyone else?

Councilman Clay said one of the reasons tax has been so low here compared to other communities is the fact that we have had all this revenue from businesses that we run; hotels, GICC, or the Arena, and that income has supplemented the General Fund by about 2/3 effectively. So unfortunately, what has been a very good thing in keeping our taxes low when the revenue dries up, it drives home the point that we really did have low taxes. We have become very dependent on other sources of revenue.

789 Merri Sheffield said my concern is serious poverty issues.

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- Councilman Gay said Ed Wall and Terrence did a great job in explaining that budget for us.
  It was refreshing to get that transparency.
- Ms. Sheffield continued to say through working with the partnership with Southern Equity, and a recent rate increase that Georgia Power had several months ago, I learned about the impact of what a minor rate increase has on a community. We have very few opportunities for money to come south of I-20 because the capacity isn't there with our nonprofits. There is virtually no where for people to turn who make less than a livable wage.
- 800 Councilman Gay said we have a good group of leaders, and I thank God that we have you 801 guys in place to figure this out. But we need to also have a conversation about other cost 802 savings that was not mentioned by Ed Wall. Another thing that sticks out to me is contracts. 803 They account for a large portion of our expenses. There are ways to work to lower those 804 costs.
- 806 Councilman Allen said I want to thank all the councilmen. A lot of you all cut things close807 and made us save, and we do have some reserve. So, thanks.
- 809 Mayor Motley Broom asked, does anyone else have a comment they wish to add?
- 811 There was no other comment made from the public.
- Councilman Clay said Merri is our key spokesperson for the Census. We are still way low compared to other cities. We who have people that are very close to living day-to-day on the margin, that we could justify getting more funds from the federal government, we can't get people to register for the Census. I hope that people having a tough time making ends meet, that they will make sure they are registered for the Census because that is another source of revenue that isn't going to cost us anything except filling out a form.
- 820 Mayor Motley Broom said all the decision-makers trying to figure out where the CARES 821 Act money goes, they are looking at per capita distribution in cities, counties, and other 822 areas around the country. They are looking at how many people are living in each place and allotting a dollar amount to each person. So, when we do not stand up to be counted, we 823 miss out on money. They are using the numbers from the prior Census, and they extrapolate 824 825 for the 10 years in-between. Please do it. It means the difference between the decisions that 826 we are making in this budget versus how we will be able to support some of the people in 827 our city.

828 Ms. Sheffield said if it is helpful, we can give you the actual streets because we know down 829 to the streets where we are lacking. 830 831 Mayor Motley Broom said that is Census, not budget. Anything else? 832 833 There were no further comments made. 834 835 Mayor Motley Broom declared the public hearing closed. 836 837 ACTION: Councilman Gay moved to approve a request from Director of Finance & Accounting Althea Philord-Bradley to adopt the Fiscal Year 2020-2021 Budget, 838 839 seconded by Councilman Clay and motion carried. (All Voted Yes). 840 841 B. Public Hearing to adopt the Resolution to the Fiscal Year 2020-2021 Budget. Public 842 Hearings were held June 1, 2020 and June 15, 2019 to receive public comments. 843 844 Mayor Motley Broom declared the public hearing open. 845 Mayor Motley Broom asked if there was anyone from the public that would like to speak for 846 847 or against adopting the Resolution to the Fiscal Year 2020-2021 Budget. 848 849 There were no comments made from the public. 850 851 Mayor Motley Broom declared the public hearing closed. 852 853 Director of Finance & Accounting Althea Philord-Bradley said the current Budget Resolution does not include the changes Ed Wall had in his power point. If Council would 854 like us to add the changes, based on Ed's power point, we would do so here. So, we would 855 856 be amending the budget resolution currently before you. 857 858 Councilman Gay said there were quite a few recommendations from Ed Wall tonight. We 859 can adopt the budget tonight and amend it going forward. 860 861 Councilman Clay asked, don't we normally have to adopt the budget before June 30, 2020? 862 863 City Manager Terrence Moore said absolutely. 864 Councilman Allen said I think it can be changed later. 865 866 867 City Manager Terrence Moore said absolutely. 868 869 Councilman Gay asked, are you suggesting that all the recommendations from Ed Wall that we adopt that tonight, or just adopt the budget? 870 871 872 City Manager Terrence Moore said those are recommendations incorporated into the proposed budget consideration. 873

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876	recommendation, as far as rate adjustments, are also approved, then I will amend the budget
877	based on the numbers that were presented in the power point.
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879	Mayor Motley Broom said I believe there are 5 recommendations.
880	
881	City Manager Terrence Moore said yes, ma'am.
882	
883	Councilman Clay said that's what we would be approving. We are not increasing the
884	residential property tax millage rate as part of that.
885	
886	Director of Finance & Accounting Althea Philord-Bradley said no, sir.
887	
888	Councilman Clay said and we are not increasing the electric bill by 25 percent in one swoop.
889	
890	Director of Finance & Accounting Althea Philord-Bradley said correct.
891	
892	Councilman Clay said it is a phased improvement which will finally end up when we are
893	back to winter rates if I count right. Five percent a month for 5 months.
894	
895	City Manager Terrence Moore said correct.
896	
897	Councilman Clay said so when that full increase is implemented, we should be back to
898	winter rates.
899	
900	City Manager Terrence Moore said that's the direction.
901	
902	Director of Power Hugh Richardson said June, July, August, November, and December.
903	Director of 1 o wor fragin filonal ason said baile, baily, fragasi, 110 contoor, and Decomber
904	Councilman Clay said we have some good news from Mercedes with regard to the GICC.
905	We have some events starting up. So, we may be able to do exactly what was mentioned a
906	minute ago. We may be able to modify the budget and back off on some of this. If we don't
907	do this, we are going to have to do something to balance the budget, or we are going to have
908	to cut services and lay off people.
909	to cut services und hay on people.
910	Councilman Gay said we have already made recommendations to the budget. If you were to
911	consider increasing rates, you need to go back and do a new budget because that is going to
912	give additional savings, even if we were to do that.
913	
914	City Manager Terrence Moore said with the exercise we engaged in with Finance &
915	Accounting and Ed Wall, we have gone pretty far in terms of expenditure adjustments. We
916	have made over \$15 million in expenditure adjustments downward. The basis of the follow-
917	up considerations is on the revenue side. We are working to enhance revenues, bring that
918	environment whole, separate, and distinct from expenditures. This tonight is for the
× 10	en instantione more, separate, and distinct norm expenditures. This tonight is for the

Director of Finance & Accounting Althea Philord-Bradley said this is the time to do it, to put in the changes. I would then amend the budget based on the increases. If the

919 920	revenue side. In terms of expenditures, there are no adjustments to be made as a result of this consideration.
921	
922	Councilman Gay said say you did a 25 percent utility increase, and we got \$1 million, you
923	don't have that \$1 million in the budget we are approving.
924	
925	City Manager Terrence Moore said no, it is a revenue adjustment.
926	
927	Councilman Gay said I'd rather make those adjustments and approve the budget without the
928	recommendations. I don't think the public is prepared for a 25 percent increase.
929	
930	Director of Finance & Accounting Althea Philord-Bradley said if we don't adjust the rates,
931	we can project a \$3 million loss, correct?
932	
933	Director of Power Hugh Richardson said yes. If we win that case, we can back off of the
934	power cost adjustments.
935	power cost aujustitients.
936	Councilman Gay asked, why don't we cross that bridge when we get to it, instead of raising
930 937	the rates tonight?
938	the fates tonight?
938 939	Mayor Motley Droom said we have to new for it. We are at the bridge right new
	Mayor Motley Broom said we have to pay for it. We are at the bridge right now.
940	Cite Manager Tenner Manager still that is enhantimized in future second structures
941	City Manager Terrence Moore said that is why timing is of the essence, unfortunately.
942	
943	Councilman Gay said the budget numbers are there. They are balanced. Before Ed Wall
944	spoke, we had a balanced budget. None of those adjustments were in the budget, sir. Those
945	are recommendations that are not reflected in the revenue numbers.
946	
947	Councilman Clay said the expenses and the revenue are balanced, but you are pulling money
948	out of assets, out of the carry forward. That is how you are balancing it. Our cash balance is
949	our savings account that a household would have.
950	
951	Director of Finance & Accounting Althea Philord-Bradley said it already has a 20 percent
952	increase from the power cost adjustment, and now we are proposing the additional 5 percent.
953	
954	City Manager Terrence Moore said that was explicit in the workshop meeting. The
955	additional workshop meeting on May 6, 2020 included clarification to that effect publicly.
956	Very well said, Althea.
957	
958	Councilman Gay said we can avoid the utility increase, if we tweak some other areas. I'm
959	okay with the other recommendations.
960	•
961	Councilman Clay said it's already in the budget Councilman Gay.
962	
963	Mayor Motley Broom said on that slide, the budget takes into account 20 percent power cost
964	adjustments, based on the Sandersville issue. And this fund has been losing money.

- 965 Councilman Gay said it lost money because of our elected officials. Covid-19 didn't create
  966 these deficits. These are deficits that have occurred, since I have been on Council. I'm not
  967 going to vote for it, as Tracey Wyatt used to say.
- 969 Mayor Motley Broom asked, any other questions?
- 971 Councilman Gay said I will make a motion to approve the budget with the
  972 recommendations without the utility adjustment, and to bring it back without the utility
  973 adjustment.
- 975 Councilman Clay asked, is that just electricity, or the rest too?
- 977 Councilman Gay said all 3. I think we can find another way to cover that cost.
- 979 Councilman Clay said we made a lot of cuts in the budget so far. Are you willing to layoff980 staff, in order to achieve those economies?
- Councilman Gay said we don't have to layoff staff. We need to look at contracts and some
  of the decisions that are already planned. We don't know what the Georgia Supreme Court
  ruling will be on the Sandersville case. I think there are other revenue ways without taxing
  our citizens. How much was that one utility?
- 987 Director of Finance & Accounting Althea Philord-Bradley said it is \$4.8 million, 20 percent.
- 989 Mr. Wall said the extra 5 percent is \$789,381.00.
- 991 Councilman Gay asked, can we compromise and do half?
- Director of Power Hugh Richardson said the problem is we have is 83 percent is MEAGPower, and we can't cut MEAG Power.
- Director of Finance & Accounting Althea Philord-Bradley said Power Budget is \$36
   million. \$31 million of that is power cost.
- 999 Councilman Clay asked, if we strip out the utility increases, what portion of the total is that?
- 1001Director of Finance & Accounting Althea Philord-Bradley said it is 90 percent. We are1002talking about that \$4.8 million as well.
- 1004 Councilman Clay asked, if nobody's utility bill went up, what percentage of the total 1005 improved revenue that Ed Wall was recommending goes away?
- 1007Mr. Wall said the middle column goes away.\$288,059.00 for Sanitation; \$434,000.00 for1008Water & Sewer; \$789,381.00 for Electric; -
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1010 Councilman Clay said whoa. Isn't the 20 percent already in there?

1011 1012	Mr. Wall said it is.
1012 1013 1014	Mayor Motley Broom said it is \$789,381.00 plus \$4.8 million.
1014 1015 1016	Mr. Wall said we are talking about taking \$6.4 off the table.
1010 1017 1018	Councilman Clay asked, how much is on the table?
1018 1019 1020 1021	Mr. Wall said Councilman Gay is okay with the \$250,000.00 and the \$725,000.00. The 975 is the two numbers above it.
1021 1022 1023	Councilman Clay asked, what percentage is that?
1023 1024 1025	Mr. Wall said it is 86 percent.
1026 1027 1028	Councilman Clay said so we are taking 86 percent of the revenue increase that we were getting to take the strain off the General Fund, by doing what Councilman Gay was suggesting; is that correct?
1029 1030 1031	Mr. Wall said that is correct.
1031 1032 1033	Councilman Clay said I can't go along with that.
1033 1034 1035	Councilman Allen said I can't either.
1036 1037 1038	Councilman Clay said the revenue improvements that were getting us out of the hole, so to speak, we would be throwing 86 percent of them away, if we follow that proposal.
1030 1039 1040	Councilman Gay said \$6 million if we razor tax revenue; is that what you are saying?
1040 1041 1042 1043	Mayor Motley Broom said \$6.4 million is the amount from Electric, Water & Sewer, and Sanitation.
1043 1044 1045 1046 1047	Councilman Gay said so \$6 million if we raise the utility rate by 20 percent. If we don't raise the utility rate by 20 percent, are you saying we have a \$6 million shortfall balanced budget, if we don't do this?
1047 1048 1049	Director of Finance & Accounting Althea Philord-Bradley said yes.
1049 1050 1051	Mayor Motley Broom said we would have to go into the reserves of the General Fund.
1052 1053	City Manager Terrence Moore said we do not recommend that. It would leave us with a little less than \$4 million.
1054 1055 1056	Mr. Wall said it's unfortunate, but you need that electric rate increase something fierce.

ouncilman Allen said or we lay people off.				
ouncilman Gay said we need to control our costs in other areas. Do we even need all the uff we are buying?				
ouncilman Clay said I might add that the whole country is consuming more power on rerage. People have been sitting at home instead of packing meat and other functions. oduction has gone to pot.				
councilman Gay said I'm on board. I will change my motion to adopt the 5 ecommendations.				
<b>ION:</b> Councilman Gay moved to approve a request from Director of Finance & Accounting Althea Philord-Bradley to adopt the Resolution for Fiscal Year 2020-2021 Budget, with the five (5) recommendations, seconded by Councilman Clay and motion carried. (All Voted Yes).				
Consideration of and action on a request to set a Public Hearing to consider the rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District. Wards 1 and 2.				
<b>(ON:</b> Councilman Clay moved to approve a request to set a Public Hearing to consider the rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District, seconded by Councilman Allen and motion carried. Wards 1 and 2. (All Voted Yes).				
annual Contracts.				
. City Judge.				
<b>(ON:</b> Councilman Allen moved to approve a request from City Manager Terrence R. Moore on the annual contract renewal for Monica Ewing for City Judge Services, seconded by Councilman Gay and motion carried. (All Voted Yes).				
. City Judge Pro Tempore				
r Session 06/15/20 Page 24 of 38 Packet P				

city.

Councilman Clay said you can't control property tax, but you can control utility. Use less water. I have saved a kilo gallon. On property tax, they are what they are. 

Councilman Allen said I don't want to raise property tax.

Mayor Motley Broom said the challenge we also have is it is very important to make sure

that we are paying that debt. And all of our debt is ultimately the benefit and credit of the

Mr. Wall said yes, ma'am. You would have to levy your property tax to pay it if you don't.

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- 1103ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1104Moore on the annual contract renewal for Stefani LaCour & Kenneth Morrow for1105Judge Pro Tempore, seconded by Councilman Gay and motion carried. (All Voted1106Yes).
- 1108 C. City Solicitor.

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- 1110ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1111Moore on the annual contract renewal for Al Drake Dixon for City Solicitor1112Services, seconded by Councilman Gay and motion carried. (All Voted Yes).
- 1114 D. City Solicitor (Part-Time).
- 1116ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1117Moore on the annual contract renewal for Kimberly Cornwell for Part-Time City1118Solicitor Services, seconded by Councilman Gay and motion carried. (All Voted1119Yes).
  - E. Public Defender.
- 1123ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1124Moore on the annual contract renewal for the Firm of Justice and Liberty for Public1125Defender Services, seconded by Councilman Gay and motion carried. (All Voted1126Yes).
  - F. City Planner.
- 1130ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1131Moore on the annual contract renewal for The Collaborative Firm, LLC for City1132Planner Services, seconded by Councilman Gay and motion carried. (All Voted1133Yes).
  - G. City Photographer.
- 1137ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1138Moore on the annual contract renewal for Warren Bond Photography for City1139Photographer Services, seconded by Councilman Gay and motion carried. (All1140Voted Yes).
- 1142 H. Stenographer Services.
- 1144ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1145Moore on the annual contract renewal for MainStream Unlimited for Stenographer1146Services, seconded by Councilman Gay and motion carried. (All Voted Yes).1147
- 1148 I. Vehicle Maintenance Services.

- 1150ACTION:Councilman Allen moved to approve a request from City Manager Terrence R.1151Moore on the annual contract renewal for Moody's Garage for Vehicle1152Maintenance Services, seconded by Councilman Gay and motion carried. (All1153Voted Yes).
  - J. City Attorney.

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1157 City Manager Terrence Moore said this is a contract for a flat fee proposal. It is \$37,000.00 1158 a month flat fee arrangement. That comes to \$444,000.000 a year. This is appropriate or 1159 relevant because this represents a \$70,000.00 decrease in what is typically budgeted for 1160 general legal services. The interest in considering this flat fee proposal was to do what we 1161 can to reduce the dollar amount by \$70,000.00. That is the proposal being considered.

- 1163ACTION:Councilman Gay moved to approve a request from City Manager Terrence R.1164Moore on the annual contract renewal for Fincher Denmark, LLC for City Attorney1165Services, seconded by Councilman Clay and motion carried. (All Voted Yes).
- 1167 9. Bids, Change Order Requests And Contracts.
- 1169 A. Consideration of Property & Casualty Insurance renewal.
- 1171Director of Human Resources & Risk Management Chris Cook presented the item. Preston1172Brooks is here if you have any questions.
- 1174 Mayor Motley Broom asked, any questions?

1176 Councilman Clay said I got all my questions answered. I'm good. The only thing I would 1177 mention was considering an unclear area in the policy as to whether we would be covered 1178 for events that might occur, similar to what happened in Atlanta. Is there any way we can 1179 make it clear and a rider that says we are covered?

1181 Mr. Brooks said I had a great conversation with Liberty, and I just prompted Liberty to have 1182 a discussion with me, because I am sure other cities and counties that we insure will have 1183 that question. There is no exclusionary language in terms of riots and protests. There is 1184 coverage for any damage from riots and protests.

- 1186 Councilman Clay said excellent.
- 1188 Mayor Motley Broom said, and we don't have the ability to declare something an act of 1189 terrorism.
- 1191 Mr. Brooks said it would take the ruling of a judge.

1193 Executive Director of the GICC Mercedes Miller said for any events we have at the GICC, 1194 they have to purchase a \$1 million policy to cover such events.

- 1195ACTION:Councilman Clay moved to approve a request from Director of Human Resources1196& Risk Management Chris Cook on the annual contract renewal for Property &1197Casualty Insurance, seconded by Councilman Allen and motion carried. (All Voted1198Yes).
- B. Consideration of and action on bids received for the annual power line right-of-way tree trimming contract.

# 1203Director of Power Hugh Richardson said this is our annual right-of-way contractor. We1204recommend W A Kendall & Company to cover this group for 9 months. After that, we will1205have to let them go.

- 1207ACTION:Councilman Clay moved to approve a request from Power Director Hugh1208Richardson on bids received from W A Kendall & Company for the annual power1209line right-of-way tree trimming contractor, seconded by Councilman Allen and1210motion carried. (All Voted Yes).
- 1212 C. Consideration of and action on bids received for the annual power line construction contractor.
- 1215 Director of Power Hugh Richardson said Pro Source is the lowest bid. This is for our 1216 construction contract for major projects. We recommend going forward with Pro Source.
- 1218ACTION:Councilman Clay moved to approve a request from Director of Power Hugh1219Richardson on a bid received from Pro Source for an annual power line construction1220contractor, seconded by Councilman Taylor and motion carried. (All Voted Yes).
- 1222D.Consideration of and action on a request for approval to proceed with the installation of1223new carpeting for the International Ballroom at the Georgia International Convention1224Center.
- Executive Director of the GICC Mercedes Miller said in this year's budget, former Councilman Tracey Wyatt gave me his SPLOST money to purchase carpet. There is a company they recommend to install it because of the type of carpet that it is.
- 1230 Mayor Motley Broom asked, who is they?
- Executive Director of the GICC Mercedes Miller said it is a company out of Ireland that
  makes carpet.
- 1235 Mayor Motley Broom said they have the largest non-continuing pattern of carpet in the 1236 world; is that correct?
- 1238 Executive Director of the GICC Mercedes Miller said yes, ma'am.
- 1240ACTION: Councilman Clay moved to approve a request from Executive Director of the GICC1241Mercedes Miller to proceed with the installation of new carpeting for the

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- 1242International Ballroom at the Georgia International Convention Center, seconded by1243Councilman Taylor and motion carried. (All Voted Yes).1244
- E. Consideration of and action on a request for approval to renew Amadeus HRM subscription, the licensure provider that enables GICC Sales and Operations Department users to access the Delphi meeting software. Amadeus also provides storage for the data.
- Executive Director of the GICC Mercedes Miller said this is for data storage for where we
  check space and hold space. This is our licensing and software.
- 1253ACTION:Councilman Clay moved to approve a request from Executive Director of the GICC1254Mercedes Miller to renew Amadeus HRM subscription, the licensure provider that1255enables GICC Sales and Operations Department users to access the Delphi meeting1256software, seconded by Councilman Allen and motion carried. (All Voted Yes).
- 1258F.Consideration of and action on a request for approval of a one-year (1) contract1259extension for audio visual services at the Georgia International Convention Center.

Executive Director of the GICC Mercedes Miller said last year's RFQ was for the purpose of audio/visual services. I am recommending an extension of the contract that we have with On-Site.

- 1265ACTION:Councilman Allen moved to approve a request from Executive Director of the1266GICC Mercedes Miller on a one-year (1) contract extension with On-Site for1267audio/visual services at the Georgia International Convention Center, seconded by1268Councilman Clay and motion carried. (All Voted Yes).
- 1270G.Considerations regarding the prioritization of Community Development Block1271Grant (CDBG) funds as approved by the Fulton County Board of Commissioners.

1273 Councilman Gay said this is a consideration regarding prioritizing community development 1274 block grants that we have already approved; i.e., the demolition of Kathleen Mitchell 1275 School, the splash pad, playground equipment at Charles E. Phillips Park, and the golf 1276 course.

1278 Councilman Gay further said we approved those projects, but in March Futon County 1279 notified us that they may can't fund but one (1) project. They asked us to put the projects by 1280 priority. It was sent back with the demolition of Kathleen Mitchell School as priority 1, and 1281 the splash pad as priority 2. As I was trying to find grants, I learned that we can resubmit 1282 the projects to Fulton County, as long as Mayor & Council approve it.

1284 The reason I am asking to resubmit the list is the splash pad would service a good amount of 1285 people as an amenity for the community. It would improve the quality of life and increase 1286 play. The second reason is because the Community Development Block Grant (CDBG) 1287 typically doesn't fund demolition projects, unless there is a shovel-ready project that will

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1288	follow. So, I am asking that we resubmit the splash pad project to the Fulton County
1289	Development Block Grant. There is also a \$200,000.00 difference in cost. The splash pad
1290	is \$200,000.00 less than the demolition for the Kathleen Mitchell School. The demolition
1291	for the school will cost about \$700,000.00.
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1293	City Manager Terrence Moore said Michelle Johnson is in position to offer specifics.
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1295	Director of Recreation & Cultural Michelle Johnson said the chemicals needed for the water
1296	in the splash pad is like a small swimming pool.
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1298	Councilman Allen asked, the portion that we pay, where are we getting that from?
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1300	Councilman Gay said that's a fair question, actually. We discussed that. The demolition
1301	project is just not an eligible project. The match is over \$200,000.00. It cost \$700,000.00
1302	to tear down the school. The cost for the splash pad is \$498,000.00. The CDBG does not
1303	have a 25 percent match. The language in the grant says that the City has to contribute to
1304	the expense. That contribution can come in different forms. It does not have to be a cash
1305	match.
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1307	Councilman Clay said I will support it, if it is all grant money.
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1309	Mayor Motley Broom said that has not been my understanding.
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1311	Councilman Gay said that is my clear understanding.
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1313	Councilman Clay said Badgett Field was a match.
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1315	Councilman Gay said my understanding is that the match can come from more than just a
1316	financial contribution of 25 percent. It doesn't appear that we have the money for either
1317	project.
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1319	Mayor Motley Broom said we did discuss the priorities at the meeting on April 6, 2020.
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1321	Councilman Clay agreed.
1322	Countermain Crug agreed.
1323	Mayor Motley Broom said we knew that Kathleen Mitchell was the priority that we were
1324	picking.
1325	picking.
1326	Councilman Gay said that's not right. Jackson submitted 4 projects. Mayor & Council
1320	voted to accept all 4 of those projects. Fulton County sent out an email to Jackson saying
1327	we can't fund all 4 of your projects.
1328	we can i fund an 4 of your projects.
1329	Mayor Motlay Proom said my understanding is that was for this year
	Mayor Motley Broom said my understanding is that was for this year.
1331	Councilmon Coversid no. we don't Jackson led us to believe that that was said to be in the
1332 1333	Councilman Gay said no, we don't. Jackson led us to believe that that was going to be in the 2020 or 2019 CDBG. That was money that was from those cities that were not doing their

- projects. Jackson made an administrative decision to say to them that Kathleen Mitchell is priority 1. We need the splash pad. We do not need to tear down Kathleen Mitchell School as priority 1. This Council can make that decision now. I am also saying that it is my belief that we do not have to come out of the pocket with any money. And more importantly, the demolition is not eligible, unless there is a shovel-ready project to go in its place. Any elected official who will say one word in opposition of this, then they are not fair.
- Mayor Motley Broom said I don't have opposition to a splash pad that we can afford. I'm
  not convinced that we don't require a match on this.
- 1344 Councilman Gay interrupted Mayor Motley Broom.
- 1346Mayor Motley Broom said I am the Chair, and I am happy to acknowledge you after I1347finish.
- 1349 Councilman Gay said it doesn't matter.
- 1351 Mayor Motley Broom said Mr. Hicks, will you mute Councilman Gay?
- 1353 Chief Information Officer Michael Hicks complied.
- Mayor Motley Broom said we have gone through a number of really hard decisions right now. I want to make sure that the City can afford it. And I understand that we did vote on this, according to the minutes from April 6, 2020, with an understanding that that was a priority, and we placed the Kathleen Mitchell School as a priority. So, we have to go back to Fulton County and tell them that we don't want the money that you allowed us, so give us something different. Ms. Johnson, can you give us a little guidance about the operational cost of the splash pad?
- 1363Director of Recreation & Cultural Arts Michelle Johnson said it would cost between1364\$30,000.00 to \$40,000.00 a summer. That would include staff.
- 1366 Councilman Allen asked, what was the \$10,000.00 for? And how much was the staff?
- 1368Director of Recreation & Cultural Arts Michelle Johnson said \$18,000.00 is for the1369chemicals. With staff it would be \$10,000.00 a month.
- 1371 Mayor Motley Broom asked, is that the total number?
- 1373 Director of Recreation & Cultural Arts Michelle Johnson said correct.
- Mayor Motley Broom asked Councilman Gay, in your contemplation of the splash pad, wewill not charge a fee, correct?

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- Councilman Gay said some splash pads are revenue generated. The submission can be
  remitted in such a way that we don't have to pay the 25 percent match. That's the argument
  I'm making.
- Mayor Motley Broom said before we reprioritize this, I want some assurances, and I recognize that I only vote in the need of a tie, if that is the case, that we can count on some external source for the entirety of these funds.
- Councilman Gay said I'm agreeing with all that. We can't afford Kathleen Mitchell. We
  can't afford to put \$200,000.00 to that cost. I don't think the demolition project was legal.
  You can't use CDBG funds to demo a building to increase the value of land.
- Mayor Motley Broom said part of the concern is that part of the property does contain
  asbestos. That is a fact. If the demolition of the Kathleen Mitchell School is improper, why
  has it been approved by the county?
- Councilman Gay said I'm not saying it is improper. I am an Environmental Healthcare Professional with 20 years. If it is contaminated, it has contaminated my family, my friends, and my constituents. That project is in the County Manager's office for the very reason that you just said. The one that Jackson did and paid for is not going to be accepted. Asbestos is only a problem when you go to abate it. It's not leaking contaminants in our community.
- 1400 Mayor Motley Broom said it depends on the quality of the asbestos in which it is 1401 encapsulated.
- 1403 Councilman Allen asked, how do we find out if we can get it without any additional monies?
- 1405 Mayor Motley Broom said I would need to get it in writing.
- 1407 Councilman Gay said I did not say the City does not have to make a contribution; I said the 1408 contribution doesn't have to be a cash contribution. I take offense to have spent my time to 1409 call the county to sit down with them, and not be articulate enough to be able to come back 1410 to my colleagues and explain to you all without you challenging my intellect and what I 1411 heard. I take offense to that.
- 1413 Mayor Motley Broom said this is contrary to what and how I believe the CDBG Funds 1414 work.
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1416 Councilman Gay said Terrence you weigh in because you heard what I heard.

1418 City Manager Terrence Moore said I did have dialogue with the respectives of the CDBG. 1419 If there can be some commitment on the part of Fulton County/CDBG to outline in writing 1420 that the matching contribution can be in the form of In-kind or some other considerations, 1421 that would be appropriate. There is time to accomplish that, ladies and gentlemen, if there is 1422 some interest in that regard. But Councilman Gay, for the record and for the public's

- benefit, my role in this regard is to create an opportunity for Mayor & Council to dialogueand enabling myself and staff to accept direction accordingly.
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City Manager Terrence Moore further said, for the record, I attempted to initiate the 1426 dialogue, but you decided to offer your comments. And whenever an elected official wishes 1427 1428 to speak on an item, I feel it is appropriate to allow that individual to do so. I was being 1429 very respectful to both yourself and your colleagues on the City Council. This is an 1430 opportunity for direction, with respect to this particular consideration. Does the City have the ability to amend or modify its priority? It does. However, it is also reasonable to 1431 1432 receive a verification for In-kind contributions, in terms of the match. I would like to receive some guidance please in the thoughts and capabilities that are available and go from 1433 1434 there. Thank you.

- 1436 Councilman Clay asked, why didn't we just turn down the CDBG money?
- 1438Councilman Gay asked, why would we want to turn it down Councilman Clay? Why stop1439denying these people of good projects. Why?
- 1441 Councilman Clay said because of the \$30,000.00 to \$40,000.00 a year to maintain it. That is 1442 part of it. Why don't you make your motion to say contingent upon not having to make a 1443 match? That is the simple solution. If it can be done with no match required, no financial 1444 cash match, then it is okay. If it can't be done that way, then we proceed with the priority 1445 that we have now. How is that?
- 1447 Councilman Gay said that is fair.
- 1449 Mayor Motley Broom said there is a time by which the CDBG funds have to be spent.
- 1451 Councilman Gay said wait, wait. She just said something that is not correct. This is 1452 money that the county got from cities not spent. There is no deadline here. My motion is 1453 clear.
- 1455 Mayor Motley Broom said in getting CDBG funds, there is a time by which we have to 1456 spend them.
- 1458 Councilman Gay said then the motion will be modified to be done within the time required 1459 by the CDBG.
- 1461 Councilman Clay said if we can't raise the money in time, then we just turn down the 1462 money.
- 1464 Councilman Gay said that's fair too.
- 1466 Mayor Motley Broom asked, is there consideration of the operational costs?
- 1468 Councilman Clay said I have a concern about that.

1469 Councilman Gay said Michelle's cost is not correct.

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- 1471 Director of Finance & Accounting Althea Philord-Bradley said I did call Vortex for the 1472 splash pad, and it was \$30,000.00 just for the chemicals for the year. But Florida runs their 1473 splash pad all year long. We only run our pools for 3 to 4 months. Correct me Michelle, if I 1474 am wrong.
- 1476Director of Recreation & Cultural Arts Michelle Johnson said the breakdown for the cost1477was given to me from the Vortex. And you need to add staff onto that for 3 months.
- 1479Mayor Motley Broom asked, where is the money going to come from for the operational<br/>costs?
- 1482 City Manager Terrence Moore said the operational expenses will be incurred from the 1483 Department of Recreation & Cultural Arts. We would have to take on considerations for 1484 expenses associated with a normal pool operation, and to clarify some expenses and 1485 operation in order to get to that place. I will offer specific recommendations to you. 1486 However, there is no need to make any financial commitments at this particular point in 1487 time, and there is not a recommendation to do so.
- 1489 Councilman Clay asked, do we have a feeling of what it cost to maintain the splash pad? 1490 Does Vortex provide that information? How long does a splash pad last?
- 1492 Director of Recreation & Cultural Arts Michelle Johnson said the information Stephanie 1493 provided to me was for chemicals. As for staff, it was based on what we do with the other 1494 pools.
- 1496 Councilman Clay asked, how long is the warranty on the splash pad?
- 1498 Director of Recreation & Cultural Arts Michelle Johnson said I'm not sure.
- 1500 Councilman Clay asked, do we know anybody who has one of these? How often do they 1501 have to replace the pumps?
- 1503 Councilman Gay said the City of Atlanta has many of them.
- 1505 Director of Finance & Accounting Althea Philord-Bradley asked, does that include the 1506 testing of the water?
- 1508 Director of Recreation & Cultural Arts Michelle Johnson said there has to be 1509 maintenance daily with the chemical testing.

# 1511ACTION:Councilman Gay moved to approve a request from Special Projects Administrator1512Jackson Myers regarding the prioritization of Community Development Block1513Grant (CDBG) funds as approved by the Fulton County Board of Commissioners,1514to resubmit the CDBG application for a Splash Pad contingent that there is no cash

1515		match required by the city; if there is a cash match required, funds will be raised in		
1516		the allotted time; if funds are not provided in the allotted time, the grant will be		
1517		dismissed, seconded by Councilman Clay and motion carried. (All Voted Yes).		
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1519	H.	Consideration of and action on a request for approval to purchase a replacement vehicle		
1520		for the College Park Police Department Criminal Investigations Division.		
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1522	Cou	ncilman Gay asked, what is the price?		
1523				
1524	City	Manager Terrence Moore said \$25,918.00.		
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1526	ACTIO	N: Councilman Clay moved to approve a request from Police Chief Ferman Williford		
1527		to purchase a replacement vehicle for the College Park Police Department Criminal		
1528		Investigations Division, seconded by Councilman Allen and motion carried. (All		
1529		Voted Yes).		
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1531	10. Unf	inished (Old) Business.		
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1533	A.	Consideration of adopting a logo for the Six West development.		
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1535	Director of Economic Development Artie Jones gave a power point presentation on the 3			
1536		os and the expectations.		
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1538	Councilman Clay said the green bar isn't more than twice as long as the blue bar on the			
1539	graph.			
1540				
1541	Director of Economic Development Artie Jones said that didn't come out right. The bars are			
1542	not accurate, but the numbers are.			
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1544	May	or Motley Broom said the public agreed with the one that we like.		
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1546	Dire	ector of Economic Development Artie Jones said yes, ma'am.		
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1549	to approve this, right?			
1550				
1551	Dire	ector of Economic Development Artie Jones said yes.		
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1553	ACTIO	N: Councilman Clay moved to approve a request from Economic Development		
1554		Director Artie Jones, III on adopting a logo for the Six West development, seconded		
1555		by Councilman Allen and motion carried. (All Voted Yes).		
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1557	11. New	Business. None.		
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1559	12. City	Attorney's Report. None.		
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1561 13. City Manager's Report.

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- A. Discussion and update on top ten delinquent property taxpayers. NO ACTION REQUIRED.
- There were no comments made on the top ten delinquent property taxpayers.
- B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION REQUIRED.
- 1571 There were no comments made on the top ten delinquent utility customer accounts.
- 1573 C. Discussion on Recreation Programming resuming.

1575 City Manager Terrence Moore said Michelle and I would like direction on reopening 1576 considerations for the programs. We are in a position to resume as we normally would, a 1577 full-fledge commitment of programs in this regard. But I would like to ascertain any 1578 thoughts with respect to the level of opportunities we can make available. There is some 1579 capacity in that regard, but not to the level in which we would normally make available. I 1580 asked Michelle to articulate considerations going forward. The parks have been well 1581 attended.

Director of Recreation & Cultural Arts Michelle Johnson said the Governor is considering opening the parks, too. I am seeking direction from Mayor & Council and thinking about programming with day camps and pools. If we can keep the restrictions under 50, I know everyone wants to get out. Same thing with the golf course clubhouse. I'm not sure about the event (recreation) centers.

- 1589 Councilman Clay asked, do we have full-time coverage with park rangers at the parks now?
- 1591 Director of Recreation & Cultural Arts Michelle Johnson said yes.

1593 Councilman Clay asked, how are you going to enforce whatever recommendations you are 1594 going to follow at the parks, if there are no park rangers there?

Director of Recreation & Cultural Arts Michelle Johnson said Phase 3 opens up tomorrow.
The number has to be 50 or less. The only restrictions are restaurants, per se, as far as numbers go. We just have to be cautious.

- 1600 Councilman Clay said I agree. People want to get out.
- 1602Director of Recreation & Cultural Arts Michelle Johnson said we did put the basketball1603goals back up. The golf course would like to get back to a 10-minute tee time. The regular1604programming can start July 6, 2020.
- 1605
- 1606 Councilman Clay asked, has the fence next to the basketball court been fixed?

1607 Director of Recreation & Cultural Arts Michelle Johnson said no, it has not. The gate was locked, but the kids got underneath the fence. 1608 1609 1610 Councilman Clay said I don't understand what is so difficult about fixing it. What can I do? 1611 1612 Director of Recreation & Cultural Arts Michelle Johnson said I felt the same way today 1613 when I saw it. 1614 1615 City Manager Terrence Moore said, for the record, we are asking that Mike and his team and Michelle work to get it accomplished. 1616 1617 1618 Councilman Clay asked, are you capable of making that happen? 1619 1620 City Manager Terrence Moore said yes, sir. 1621 1622 Mayor Motley Broom asked, does anyone have any issues with Ms. Johnson's direction here? I trust her guidance. 1623 1624 1625 Councilman Gay asked, are you suggesting that we keep the parks closed until July? Is that what you just said? 1626 1627 1628 Director of Recreation & Cultural Arts Michelle Johnson said no, sir. I want to open the 1629 parks as early as tomorrow. I want to wait a little bit longer for Phase 3 to do programming. 1630 Councilman Gay said I'm okay with opening up the parks and phasing in the programming. 1631 1632 Mayor Motley Broom said on the 4<sup>th</sup> of July weekend, we need to make sure that we do 1633 have some effort and some people focused on the crowds not getting too large at the parks. 1634 1635 Councilman Gay said I know we have financial issues, but are there hand sanitizer stations 1636 we can put in the parks? 1637 1638 1639 Director of Recreation & Cultural Arts Michelle Johnson said I can look into that. 1640 1641 Mayor Motley Broom said good point Councilman Gay. 1642 1643 Councilman Gay said thank you. 1644 1645 Director of Recreation & Cultural Arts Michelle Johnson said I still need direction on day camps and pools. 1646 1647 1648 Mayor Motley Broom said I don't think it makes sense, if we are only going to get 2 weeks out of it. We have to be sensitive to the fact that we at least need to break even. 1649 1650 1651 Director of Recreation & Cultural Arts Michelle Johnson said some of the lifeguard parents have reached out with concerns. 1652

1653		Councilman Gay asked, what about the dance programs?
1654		
1655		Director of Recreation & Cultural Arts Michelle Johnson said we will phase that in. She has
1656		her program set up to go.
1657		
1658		City Manager Terrence Moore said I yield.
1659		
1660	14.	Report Of Mayor And Council.
1661		
1662		Councilman Clay – said I have nothing to report.
1663		
1664		Councilman Taylor – said I have nothing to report.
1665		
1666		Councilman Allen – said I want to thank all the people that participated in the Six West
1667		discussion meeting. It was a very good meeting.
1668		
1669		Councilman Allen said I want to remind everybody about the Census.
1670		
1671		Councilman Allen said stay safe.
1672		
1673		Councilman Gay – said I have nothing to report.
1674		
1675		Councilman Clay – said I have discovered that we do not have the ability to regulate noise
1676		from fireworks because we did not revise our Noise Ordinance. We have some people that
1677		I'm getting complaints from saying that fireworks should be regulated, but we have to
1678		incorporate it appropriately and change the Noise Ordinance. I am recommending that we
1679		get the attorney to do that.
1680		
1681		Mayor Motley Broom said I am okay with it.
1682		
1683		Mayor Motley Broom – said from 10:00 a.m. to 2:00 p.m. at the GICC, there is free Covid-
1684		19 testing. I would encourage everyone to take advantage of that. We are not done with
1685		this virus. The numbers are still holding steady. So, it's important to take the precautions
1686		that you have been taking. Don't let up. If you come into City Hall, we will have a mask
1687		available for you and a temperature check. We are trying to make sure that everyone is as
1688		safe as possible as we move into the various phasing of dealing with this pandemic.
1689		
1690		Mayor Motley Broom said find 5 friends to fill out their Census form, if they haven't.
1691		
1692	AC	<b>TION:</b> Councilman Clay moved to recess Regular Session to take up Executive Session to
1693		discuss personnel, pending litigation, and the potential purchase of real estate,
1694		seconded by Councilman Allen and motion carried. (All Voted Yes).
1695		
1696		Mayor Motley Broom declared the Regular Session recessed at 12:02 a.m.
1697		
1698	15.	Executive Session.

1699 1700	ACTION:	Councilman Clay moved to approve to dispense compensatory time beginning on July 1, 2020, and any time currently accrued should be taken within the upcoming
1700		fiscal year July 1, 2020 through June 30, 2021, seconded by Councilman Allen and
1702		motion carried. (All Voted Yes).
1702		notion carried. (An voice res).
1704	ACTION:	Councilman Clay moved to allow all employees to carry over annual leave for a 2-
1705		year period for no more than 160 hours, seconded by Councilman Allen and motion
1706		carried. (All Voted Yes).
1707		
1708	Executive S	ession adjourned at 12:51 p.m. and Regular Session reconvened at 12:55 p.m.
1709		
1710	16. Approv	al of Executive Session Minutes.
1711	II I	
1712	<b>ACTION</b> :	Councilman Clay moved to approve Executive Session Minutes dated June 15,
1713		2020, as presented, seconded by Councilman Allen and motion carried. (All Voted
1714		Yes).
1715		
1716	17. Adjour	nment.
1717	5	
1718	Mayor	Motley Broom declared the Regular Session adjourned at 12:58 a.m.
1719	2	
1720		
1721		
1722		
1723		
1724		
1725		
1726		
1727		
1728		CITY OF COLLEGE PARK
1729		
1730		
1731		
1732		Bianca Motley Broom, Mayor
1733		
1734		
1735		
1736		
1737	ATTEST:	
1738		
1739		
1740		
1741	Shavala M	oore, City Clerk



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

### **REG SESSION AGENDA REQUEST**

DOC ID: 8237

**DATE:** July 15, 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 June 15, 2020

See attached Workshop Session Minutes dated June 15, 2020.

Thank you.

### **ATTACHMENTS:**

• WSS061520 (DOC)

### **Review:**

- Shavala Moore Completed 07/15/2020 3:41 PM
- Rosyline Robinson Completed 07/16/2020 12:34 PM
- Terrence R. Moore Completed 07/16/2020 12:45 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

1		CITY OF COLLEGE PARK		
2	MAYOR AND CITY COUNCIL			
3	WORKSHOP SESSION			
4	JUNE 15, 2020			
5				
6		<u>MINUTES</u>		
7 8	Present:	Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick		
9	riesent.	Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;		
10 11		City Clerk Shavala Moore; City Attorney Winston Denmark.		
12	Absent:	None.		
12	Ausent.	None.		
14	Mayor Motley	Broom called the workshop session to order at 4:34 p.m.		
15				
16 17	ACTION:	Councilman Clay moved to take up executive session to discuss personnel, pending litigation, and the potential purchase of real estate, seconded by		
18 19		Councilman Taylor and motion carried. (All Voted Yes).		
20	Mayor & Cou	ncil entered into executive session at 4:35 p.m.		
21				
22 23	The workshop	b session reconvened at 6:07 p.m.		
23	1. Regional	Connected Vehicle Program presentation by Aerotropolis Atlanta		
25	•	nity Improvement District Executive Director Gerald McDowell.		
26				
27	Mr. McDowe	ell discussed the timeline for the talks from 2018 through 2019 on		
28 29		000 intersections across the region.		
30	Mr. Armstror	ng with the Atlanta Regional Commission (ARC) discussed connecting		
31	1,000 intersections across the region to connect to Hartsfield-Jackson International			
32	Airport. We participated in that meeting in the summer of 2019, and after that we met			
33	with all our cities and talked about what ARC wanted to do.			
34				
35		here was no funding to pay for this. The participation was to ask each city		
36	to pay for the intersections that were within their jurisdictions. However, in the early part			
37	of 2020, GDOT secured some funding for this particular project to implement and to			
38	install this technology. It will cost \$10,000.00 per intersection. GDOT was able to			
39	-	cent of funds to pay for that cost and asked for the locals to provide a 20		
40	percent match			
41	a. 1 a			
42		mmunity Improvement Districts had initiated this idea back in the fall of		
43		CID's are willing to pay 20 percent of your match, which will lower your		
44		16 percent. To expedite the process, the CID's have agreed to receive the		
45	invoice trom	GDOT, and we will pay the invoice in full and turn around and bill the		

47 GDOT will be managing this project, and we will put out an RFP to select a vendor to 48 install the equipment at intersections. This equipment will allow for advanced 49 technology that has already been deployed in the marketplace to increase and to allow 50 better timing of our traffic signals. It will also be able to broadcast messages out to 51 vehicles that have the technology installed within those vehicles. And the part that we 52 were most interested in in the fall of 2018, it will provide a technology to allow 53 emergency vehicles to have priority whenever those vehicles are traveling through those 54 intersections. It will also provide priority to transit vehicles, as well as freight vehicles. 55 There are multiple applications that a jurisdiction would be able to implement at these 56 intersections using Smart City Technology (SCT).

57

Before you, you have a description of the Regional Connected Vehicle Program, a MOU that would be executed between the City and GDOT. There are approximately 57 intersections throughout our 4 cities with 18 of those intersections being located in College Park. So, the 16 percent match for College Park would come to about \$28,800.00. That invoice would not come out until another couple of months, until the RFP process is completed, and our vendor is selected.

64

In order for the City to participate, the MOU would need to be executed. We have already presented to South Fulton, who has approved to execute the MOU. We have a meeting with the City of Hapeville on their concept agenda for tomorrow night. We are on East Point's agenda for the first meeting they have in July. Any questions?

69

71

- 70 Mayor Motley Broom asked, are there any questions?
- Councilman Clay said yes. I have several. You identified 18 sites in College Park, but
  on your map you only show 17 sites. And I think you are missing a site at Lee Street and
  the East Main Street traffic light that is missing from the map.
- 75
- 76 Mr. McDowell said okay.77
- 78 Councilman Clay said so I'm hoping that is the 18<sup>th</sup> site that you are accounting for.
- 79

80 Mr. McDowell said we will update that and confirm that for you, sir.

81

Councilman Clay said if it is not there, and there is some other that is missing, then it is
not 18 anymore, and it would need to be looked at. The second thing is: When I read the
MOU, it appears that we are responsible for the ongoing maintenance of this various
equipment; is that correct?

- 86
- 87 Mr. McDowell said that would be GDOT.
- 88
- 89 Councilman Clay said that's not the way I read it. Let me see if I can find the page. 90
- 91 Mayor Motley Broom said it is on packet page 19.
- 92

95 have to make a decision on it tonight. 96 97 Mr. McDowell said let me get clarification on that. Because it was my understanding 98 that in this initial deployment; that the amount financed that would be paid covers the 99 number of years for this project, and that there would be no additional cost for local 100 government, but let me get clarification for you. 101 102 Councilman Clay said but you understand that is not what the agreement says. 103 104 Mr. McDowell said yes. 105 106 Councilman Clay said I would add that I am very in favor of the project. I think it will be 107 beneficial to all concerned. 108 109 Mr. McDowell said I understand. 110 111 Councilman Clay said that's all I had, Mayor. 112 113 Mayor Motley Broom asked, does anyone else have any other questions or comments? 114 115 Councilman Allen asked, do you have to have all cities involved to move ahead with the 116 program? Can it be 2 cities or 3 cities, and the others do not? How does that work? 117 118 Mr. McDowell said no, they do not have to have all the cities to move forward. 119 However, what that does is it defeats the purpose for the 1,000 intersections. GDOT will 120 move forward with the cities that are participating. 121 122 Councilman Clay said that would also be a disadvantage to the city that hadn't participated, because not only would it slow down the through traveler, but it would 123 124 create a huge backlog or traffic jam, potentially, in that city at that light that wasn't 125 property coordinated. 126 127 Mr. McDowell said that's correct. 128 129 Mayor Motley Broom said much appreciated. I do think this is an important step for 130 regional improvements and public safety if we can make this work, and the delayed 131 invoices is helpful. Any other questions or comments? 132 133 Councilman Gay said on packet page 15, I don't see Old National, Sullivan Road, and 134 Camp Creek Parkway. I am real concerned about Old National and Sullivan Road. Is 135 that part of South Fulton, or are they not part of the 1,000-intersection project? 136 137 Mr. McDowell said where you stop on Camp Creek is where East Point and South Fulton will pick up. 138

Councilman Clay said yes, packet page 19, Item 5 (reading). I asked City Manager if

City Attorney had reviewed this, and he said, no, it wasn't necessary because we didn't

93

94

- Councilman Gay said okay. The light at Godby and Sullivan is what I am told effects thetraffic. Are they part of this study?
- 141
- 142 Mr. McDowell said I will make a note of this.
- 143

Mayor Motley Broom said the interchange at Old National and I-285 is one that I have seen on multiple occasions where law enforcement support is needed from other jurisdictions. I concur with Councilman Gay that that area needs to be a part of any analysis.

- 148
- Councilman Clay said I suspect Mayor and Councilman Gay; that part of that comes fromthe fact that originally this plan was designed to facilitate people getting to the airport.
- 151

153

- 152 Mr. McDowell said that's correct.
- 154 Councilman Clay said and people were getting from the north side to the south side and 155 from the south side to the north side. And because of where Old National and Godby 156 Road are located, they are not in that path, I'm guessing. That doesn't mean it shouldn't 157 be addressed. I totally agree with Councilman Gay and the Mayor.
- 158
- Mr. McDowell said I made note of those intersections. I do know in the fall of 2018; we
  were looking at this with our partners. We had over 140 different intersections identified.
  Let me go back and see if these intersections were part of that list.
- 162
- 163 Mayor Motley Broom asked, any other questions or comments?
- 165 There were no further questions or comments made.
- 166

164

- 167 City Manager Terrence Moore said I would appreciate any general consensus to proceed168 in some way.
- 169

170 Councilman Clay said that consensus, as far as I'm concerned, is dependent on the 171 answer to the question that I asked about what the ongoing maintenance is. We are in a 172 difficult economic situation right now. And if you were to tell me it is going to cost 173 \$100,000.00 of ongoing maintenance, as much as I love this project, I would have some 174 serious questions about that. This should not be considered approval.

175

176 City Manager Terrence Moore said no. Consensus to proceed with coming back with a 177 packet of considerations, including the agreement of the MOU to be reviewed by legal 178 counsel, and to outline what the cost considerations would be. This would be brought 179 back to the Body for respective consideration in that regard. My suggestion for any 180 consensus is to give us the ability to work collaboratively with the Community 181 Improvement Districts to that effect.

182

183 Mayor Motley Broom asked, would we be able to get the answers to the question that 184 we've asked tonight? 185 City Manager Terrence Moore said I will encourage Mr. McDowell to provide an email186 to that effect as quickly as possible.

187

188 Councilman Clay said that is still not going to enable us to sign the agreement because it189 has not been reviewed by legal.

190

191 Mayor Motley Broom said but at least getting the questions answered. If the answer is 192 that we are going to be responsible for \$100,000.00 worth of maintenance on this 193 technology, then do we really need it?

194

Mr. McDowell said we should be able to get those responses quickly.

197 Mayor Motley Broom said thank you so much for your time. We appreciate it.

199 Mr. McDowell said of course.

200

198

### 2. Resumption of Utility Disconnections and Temporary Payment Arrangements.

201 202

City Manager Terrence Moore said this is an opportunity for Council to offer feedback relative to resumption of utility disconnections and temporary pay arrangements. As you know, over the last couple of weeks we began transitioning of normal operations here at City Hall, including people coming in to take care of utility payments. This goes back to direction offered back in late March and into April relative to ceasing the disconnection activity. We have to get to a place where we can timely resume normal activity in this regard.

210

City Manager Terrence Moore further said Althea Bradley and myself have come up with a couple of suggestions that includes disconnection and late fees resulting for all late payments beginning August 3, 2020. This is fairly consistent and better for customers than we initially envisioned back in April when we first initiated this accommodation, as well as an opportunity for Council to provide pay arrangements for 60 to 90 days.

216

Mayor Motley Broom asked, in regard to the disconnections beginning Monday, August
3, 2020, at what point are we letting people know that, and how are we letting people
know that?

220

City Manager Terrence Moore said from the consensus this evening, we will begin the educational process. For those who are in more serious arrears than others, we thought that would be adequate enough time to get to a place in which we can create a payment plan arrangement based on the 60 or 90 day arrangements I just outlined.

225

226 Mayor Motley Broom asked, so, again, how are we letting people know?

227

228 Director of Finance & Accounting Althea Philord-Bradley said we will be placing the

- information on the website and telling them when they call in.
- 230

Mayor Motley Broom asked, can we get a separate insert into the utility bill? That blurb on the bill is easily missed. If we do something like a different color paper notice that says, if you have arrears, you need to call or come in and set up a payment plan. What I don't want is for people who are already in difficult circumstances to somehow not be made aware of this. If it is possible to get a separate insert, that would be much, much better than that 3-line notification.

- 238 City Manager Terrence Moore agreed.
- 239 240

Councilmen Clay and Allen agreed.

241

245

247

249

251

253

256

Councilman Clay said for August 3, 2020, the 60/90-day repayment plan would be in effect. So, if we get it into the bill as soon as possible, people will have a month of notification.

- 246 Director of Finance & Accounting Althea Philord-Bradley said correct.
- 248 Mayor Motley Broom said the June bills have already gone out, right?
- 250 Director of Finance & Accounting Althea Philord-Bradley said not all of them.
- 252 Councilman Gay said I don't see the 90-day on this form.
- Director of Finance & Accounting Althea Philord-Bradley said it is either one. We want a one-set plan for all. We want Council to approve 60 days or 90 days.
- Councilman Gay asked, how long were we giving them relief for Covid-19? 30 days?60 days? 90 days? How long did we suspend disconnection?
- 259

261

263

- 260 Mayor Motley Broom said it's been since March.
- 262 City Manager Terrence Moore said it's been nearly 3 months already.
- Councilman Gay said for me I would like it to be 90 days to match the amount of the relief.
- 265
- 267 Councilman Clay agreed. There is no point in creating something that people can't have268 a reasonable chance of making.
- 270 Councilman Allen said you might be able to get 2 flyers out in 90 days.
- 271

269

Mayor Motley Broom said no, no. I think what we are saying is starting August 3, 2020, you would have 90 days to catch up, as opposed to 60 days.

274

- 275 Director of Finance & Accounting Althea Philord-Bradley said customers will be notified
- with a door tag for disconnects.

277	Councilman Clay said the other fact is that Georgia Power is going to start reinitiating
278	disconnects mid July, if I remember correctly.
279	
280	Director of Finance & Accounting Althea Philord-Bradley said yes.
281	
282	City Manager Terrence Moore said correct, sir. We would be 3 weeks or so later.
283	
284	Councilman Clay said it sounds like we are zeroing in on 90 days. Send the flyers out as
285	quickly as we can. People should have a flyer by mid July. That gives them a couple of
286	weeks to come in and set up a 90-day payment plan. Is that it?
287	
288	Director of Finance & Accounting Althea Philord-Bradley said correct.
289	
290	Councilman Gay asked, is this for commercial too?
291	
292	Director of Finance & Accounting Althea Philord-Bradley said yes, sir.
293	Councilmon Courseked, con commencial de 00 deux tex?
294	Councilman Gay asked, can commercial do 90 days too?
295 296	Director of Finance & Accounting Althea Philord-Bradley said yes, sir.
290 297	Director of Finance & Accounting Annea Finford-Dradley said yes, sir.
298	Councilman Gay said all right.
299	Councilinan Gay salu an fight.
300	Councilman Allen asked, will we have the notice displayed at City Hall so they can see it
301	when they come in?
302	
303	Director of Finance & Accounting Althea Philord-Bradley said absolutely.
304	
305	Councilman Clay asked, are we going to have the requirement that we had before; that if
306	you are on a payment plan, you have to pay more than your monthly bill?
307	
308	Mayor Motley Broom said yes. The third bullet point states that.
309	
310	Councilman Clay said I just want to make sure we have consensus on that point.
311	
312	Mayor Motley Broom said yes, that's my understanding.
313	
314	City Manager Terrence Moore said thank you.
315	
316	3. Consideration of a Memorandum of Understanding (MOU) between the City
317	of College Park and JPODS, a Personal Rapid Transit (PRT) System that
318	moves people in vehicles hanging from overhead rails.
319 320	Ma Auto Longo A Founding Momber of Coordin Mability introduced barrelf IDODS
320 321	Ms. Auta Lopes, A Founding Member of Georgia Mobility, introduced herself. JPODS are our transit system partners in consideration for the MOU. I have 3 colleagues with
.141	

me today, JT Williams, Chairman of Georgia Mobility; Ray McClendon, Director of

- Georgia Mobility; and Jim Lowe, Premier Design and Engineer Specialist for GeorgiaMobility.
- 325
- 326 Ms. Lopes discussed JPODS, to include implementation and operations.
- 327

328 Ms. Lopes discussed entitlements and design.

329

Ms. Lopes said Georgia Mobility does not own the technology; however, we utilize technology on behalf of our transit partners, such as JPODS. I will now turn the presentation over to Jim Lowe who will be discussing the engineering portion of this program. Thank you. I look forward to questions shortly.

334

Mr. Lowe said I have worked with the City of College Park in a number of capacities. I worked with the planning in Airport City for 2 years. Prior to that, I was the design engineer for a number of the hotels across the street from the GICC, as well as some of the infrastructure around there.

339

Mr. Lowe gave a video presentation of the JPOD system, to include the rails and solar panels. The impact on the ground is nothing more than a post that is inserted into the ground. The JPOD System is very similar to the concept in a lift. You select the JPOD app on your phone, put in your destination, and an individual car will be waiting for you. The cars are about the size of a typical passenger car inside. Four of 5 people can fit in a JPOD. It is an individual feel, as opposed to mass transit.

346

Mr. Lowe discussed the disinfection of the cars between riders via infrared (UV light) technology that takes about 30 seconds to clean. Once you get in the car you do not stop, until you reach your destination. It goes about 40 miles an hour, give or take. It is a really unique packaging of existing technology. The cellular technology is the same used for Uber. JPOD is taking that technology and putting it into a new package called a Personal Rapid Transit System.

353

Mr. Lowe said the partnership we need with the City of College Park is pretty obvious. It is a public infrastructure, but it is privately owned. There has to be a public overlap of this, and that comes in with the right-of-way, or where this is located. College Park was specifically chosen by a group of people studying options around the United States. The potential connections to the airport, MARTA Station, GICC, parking lots, and the Arena make this city a unique area.

360

Mr. Lowe said the first phase would be a mile to 2 miles in rough configuration. We are excited about that. We have an MOU that has been submitted, and JT is going to talk about that in a second. We just need the ability to move forward with our planning, and we need a MOU executed and discussed with the City to move forward. So, JT, if I can turn it over to you.

- 366
- 367 Mr. Williams said okay.
- 368

- 369 Mr. Williams gave his background in transportation, to include GRTA'S transportation370 projects.
- 371
- 372 Mr. Williams discussed Old National and the feasibility of projects.
- 373

Mr. Williams discussed why Georgia Mobility selected JPODS for the transit vehicle.
The JPODS leaders are 2 West Point graduates, Charles Fletcher (General in Iraq) and
Bill James, Founder and CEO. They hold a patent in this process.

377

Mr. Williams discussed the MOU, to include an agreement from JPODS to provide 2,000 new jobs in College Park in the making of the JPODS and tracks. It will not cost the City anything. The MOU is to talk about a future agreement, It will not be binding. It is a letter of intent that will open the door for JPODS and us to finalize the financing for it. It will be privately funded. This is just one method of providing mass transit in Atlanta and College Park.

384

385 Mr. Williams discussed the lack in rideshare of the buses due to Covid-19. JPODS has
 386 agreed to disinfect the pods.

387

Mr. Williams discussed the franchise agreement, to include 5 percent paid to the City of
College Park of gross revenue earned from operations within the city. The pilot location
for the program will be held at the discretion of the City. Any questions?

- 391
- 392 Mayor Motley Broom asked, any questions?
- 393

Councilman Clay said I had questions before the meeting. I got them answered. Theonly thing I have left to ask is what kind of time frame are we talking about JT?

396

Mr. Williams said to be operational, probably a year. It depends on how soon we can get
the franchise agreement. We would like the MOU to be adopted as soon as you can. No
risk and no obligation at all. Hopefully, once that is signed, 30 days later we can finalize
the financing for the project and then move to that franchise agreement. It will be a year
to a year and 3 months to manufacture and construct it.

- 402
- 403 Councilman Clay asked, when you say a year to a year and 3 months, do you have a 404 factory that can make this?
- 405

406 Mr. Williams said no. We will build the factory. Jim will be the quarterback for all the407 engineering.

408

409 Councilman Clay said in the predecessor project, there were no technological 410 breakthroughs that had to be made. You have a big system integration project is what it 411 boils down to. When you talk about building in a year to a year and 3 months, are you 412 talking about the pilot part of the project?

- 413
- 414 Mr. Williams said that is correct. That will be Phase 1.

- 415 Councilman Clay said so the system integration challenges are going to occur when you 416 start getting into the dynamics of allocating cars, storing cars in locations along the route 417 where they can be switched onto the track, and then the switching to go onto a different
- 418 track in a different direction, and that kind of thing. Those problems won't occur with

419 that first true mile because it will just be, I assume, a straight run.

420

421 Mr. Williams said that's a good question. Jim may have an answer. James said there will422 be some switching in that first phase.

423

424 Councilman Clay said that's good. I just have a hard time believing this can be available
425 in a year or so. How long will it be before people can go from near the MARTA Station
426 over to the Arena? Do you guys have any feel of that?

427

428 Mr. Lowe said let me put together some sort of timeline of events because to your point
429 we have a lot to do. We have geo technical work, design work, manufacturing work,
430 construction, and testing.

431

Councilman Clay said I don't want you to interpret that as me not being excited about the project. I think it is potentially a great solution for linking Airport City to Gateway Center to Downtown College Park to Old National, and on the other side of the airport as it expands. You don't have to build a new road and it takes up a small footprint. I think it is going to take longer than what is being portrayed now. I just want to make sure that we set the right expectations for the project.

438

Councilman Allen asked, do you have a price point yet, or have you thought about the
price point? If you price yourself out of the market and you charge too much, you are
going to have the pods hanging up there with nobody using it.

442

Mr. Williams said the cost installing it is about 10 percent. This is the cheapest
installation from buses, cars, and light rail. It is extremely inexpensive. It is about \$10
million per mile compared to \$300 million per mile on a 100-mile rail. A \$100 million
and something on a flat rail. The cost to the user for the pod itself would be comparable
to using Uber. Does that help?

- 448
- 449 Councilman Allen said yes, it does.
- 450

451 Mayor Motley Broom said I'm concerned about how this links in with the Aerotropolis452 CID's. Has anyone had any discussions with them?

453

454 Mr. Williams said yes, I have had discussions with Gerald McDowell. I have a great 455 respect for him.

456

457 Mayor Motley Broom asked, have there been any conversations though? I know the 458 Aerotropolis CID's have been working toward a vision of Personal Rapid Transit in the 459 region. So, I wouldn't want to do anything that wouldn't complement that.

460

Mr. Williams said I agree. Gerald and I talked about it a few weeks ago. He wants to have some kind of a study, and what he thinks is going to pop out is JPODS. Ray and I both have met with him before. If we had our brothers moving on the MOU, we would be comfortable with whatever you are comfortable with. To sign the MOU and the City Attorney approve the franchise agreement, that would get us moving to a final project, the franchise agreement. There is no risk and no obligation, until the franchise agreement comes back by public hearing approved by Mayor & Council.

468

Mayor Motley Broom said I want assurances that this is something that is going to be embraced by our regional partners. I don't want us having transit that is not translatable to the rest of the region. The idea is that we make this an area where it is streamlined, efficient, and state of the art. That is where we are heading, and that only happens when we are consistent in some ways. I don't want to see the pods hanging from a rail empty, and everyone is traveling by another method.

475

476 Mr. Williams said this is the same type of concept as before, but this one is realistic. We477 are starting with College Park.

478

479 Councilman Clay said I would agree that you all had a lot of MOU's signed from the
480 previous project, and when we kicked the tires, there was a bit of vaporware there too.
481 As I recall, I think that Gerald was on board with that. I do agree with the Mayor, in that
482 we are very much in a partnership with the CID, and we want to make sure that it fits in
483 with this overall metro plan that is being proposed.

484

485 Mayor Motley Broom said the conceptual vision for transit that they sent out a couple of
486 weeks ago does not look like JPODS. Gerald sent that to me back in May.

487

Mr. Williams said Gerald and I talked about that. That is a bus, a 15 to 20 passenger bus.
It won't work, and he agreed with that. Gerald has asked me to be on a committee of 3 of
us to meet with various government officials and state government. Some of you should
talk to Gerald about it.

492

493 Mr. McDowell said I stepped away. I want to apologize for that. The concept falls into 494 the category of Personal Rapid Transit. We are embracing that concept 100 percent. We 495 are very cautious to align ourselves with any vendor yet. We want to look at all the 496 vendors to determine which vendor would be appropriate to build a demonstration 497 system, and then conduct the study to look at a full-blown system. That is where we are 498 now in terms of our exploring Personal Rapid Transit.

499

500 Mr. McDowell further said I have met most of the vendors, and at this point we want to 501 be very cautious before we align ourselves with 1 vendor, before we get all the 502 information we need to determine if this is the solution that we want to implement in our 503 region around the airport. But I would agree with JT, he and I have spoken about this on 504 a number of occasions. I believe that the Personal Rapid Transit concept is certainly a 505 feasible solution, not only for our local jurisdictions, but for a larger region. And what 506 we want to do is give some time to consider all the vendors. I don't know if any of you

510 Mayor Motley Broom said I was just talking about it, and it does not look like JPODS. 511 512 Mr. McDowell said that was not our endorsement of any implementation. It was to show 513 an example of a system that has been in operation since 2011 at the Heathrow Airport. 514 There are a couple of companies that have implementation showing a suspended pod. 515 That was not us embracing one over the other. It was simply for us to show a system that 516 was already in operation now going on 8 or 9 years. I encourage Council to continue to explore this. And I trust the leadership that JT brings to the table, but I would be very 517 518 cautious before I would commit to one vendor yet. 519 520 Mayor Motley Broom asked, is it the plan of the CID's, after investigation, to come 521 around to 1 vendor or 1 concept in regard to PRT? 522 523 Mr. McDowell said yes. 524 525 Mayor Motley Broom asked, how long do you think that would take the CID's to fully 526 explore? 527 528 Mr. McDowell said 2021. 529 530 Mayor Motley Broom said okay. 531 532 Mr. Williams asked Mr. McDowell, would you be opposed to College Park entering into 533 a MOU with Georgia Mobility? 534 535 Mr. McDowell asked, are you naming JPODS in this MOU? 536 537 Mr. Williams said yes. 538 539 Mr. McDowell said I would not name a vendor. And if you are only working with 1 540 vendor at this point, I would caution you on that. 541 542 Mr. Williams said we just feel JPODS is the best vendor out there and has a patent to do 543 it with a track overhead. You went up there with Chris. And that is not going to work in 544 today's environment because it is a small bus, rather than a pod. It holds a lot more than 545 just 6 people. 546 547 Mayor Motley Broom said I think this conversation may spin off between you and Mr. 548 McDowell. In regard to this particular issue, does anyone on Council have any other questions or comments? 549 550 551 Councilman Clay said no. 552 Workshop Session 06/15/20 Page 12 of 13

have had a chance to see a video that we put out regarding this a couple of months or so

507

508

509

ago.

- 553 Mayor Motley Broom said at this point, it is 7:14. We still have some more items to 554 discuss in Executive Session, so let's see what we can do in the next 16 minutes. I want 555 to thank everyone from Georgia Mobility for their presentation this evening. We will 556 head back into Executive Session.
- ACTION: Councilman Clay moved to adjourn Workshop Session to take up
  Executive Session to discuss personnel, pending litigation, and the
  potential purchase of real estate, seconded by Councilman Allen and
  motion carried. (All Voted Yes).
- 563 Mayor Motley Broom declared the Workshop Session adjourned at 7:14 p.m.

### **Bianca Motley Broom, Mayor**

**ATTEST:** 

586 Shavala Moore, City Clerk



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### **REG SESSION AGENDA REQUEST**

DOC ID: 8240

**DATE:** July 15, 2020

**TO:** The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

**FROM:** Shavala Moore, City Clerk

**RE:** Special Called Minutes dated July 10, 2020

See attached Special Called Minutes dated July 10, 2020.

Thank you.

### **ATTACHMENTS:**

• SCM071020 (DOC)

### **Review:**

- Shavala Moore Completed 07/15/2020 3:47 PM
- Rosyline Robinson Completed 07/16/2020 12:37 PM
- Terrence R. Moore Completed 07/16/2020 12:44 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

1		CITY OF COLLEGE PARK		
2		MAYOR AND CITY COUNCIL		
3		SPECIAL CALLED MEETING		
4				
	July 10, 2020			
5 6		<b>MINUTES</b>		
7				
8 9 10	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.		
11				
12	Absent:	None.		
13				
14 15	Mayor Motley	Broom called the Special Called Meeting to order at 3:02 p.m.		
16	1 Consider	rations of an action on a request regarding an ordinance to adopt the		
17		bry use of facial masks.		
	manuato	n y use of factal masks.		
18	C	Name and dated to the second of the test interest to the second of second second second second second second se		
19		Clay said that it is in everybody's best interest to do what we can locally to		
20		ves and the citizens to the extent we can. Wearing masks is appropriate. It is		
21	-	that we know that will not only protect your from others that might be		
22		irus but equally important, it will protect them. Wearing a mask is a sign of		
23	considerations for others, especially in close proximity to others where you cannot social			
24	distance.			
25				
26	Councilman A	Allen said he is in favor of the ordinance for facial masks. Under Section 4,		
27	while outdoor	rs if a person can maintain six feet from others who are not household		
28	members, that makes it pretty vague is how I interpreted that. That makes it very liberal.			
29	,			
30	Mayor Motley	Broom said there are a number exceptions to this ordinance.		
31	1.149 01 1.100109			
32	Councilman A	Allen asked if you have a second day of not wearing the masks will that be a		
33	seperate offen			
33 34	seperate offen	sc.		
34 35	City Attomay	Winston Denmark said a second day would be a separate offense. Each day		
36	is a separate day in which you can get an additional fine. You get that one warning at the			
37	very beginning	g of the process. Each day after that is a separate offense.		
38	~			
39		Allen said we have to do what we can to protect our citizens, employees and		
40	visitors.			
41				
42	• •	Broom stated that she receives an email every day from the Fulton County		
43		lanagement Authority and it highlighted that the number of confirmed new		
44		y is 400,484 which is a new high for cases. In the last 14 days, we have		
45	seen almost a	quarter of our cases being diagnosed. We are not on a downward trend.		
46	Our rate of ch	ange was over 314% in comparison to the previous 14 days. We know that		

this disease is spreading and spreading quickly. We know from the best medical data thatwe have, that if people wear masks, it helps to reduce that risk of transmission.

49

Councilman Taylor said we need to take it a step further and get businesses involved. Our
businesses need to understand that people should wear masks inside of establishments. I
am in favor of wearing face masks but we should take that extra step.

53

54 Mayor Motley Broom said that this ordinance would cover any building open to the 55 public in the City.

56

57 The important part of this is not to restrict people from walking their dog or exercising 58 and maintain social distancing while doing so. If you are however in a closed space, wear 59 a mask.

60

Councilman Gay said I appreciate the ordinance and the concern of wearing a mask. I
wear a mask and I am concerned when people approach me who are not wearing a mask.
Unfortunately, I will not support an ordinance that requires people to wear a mask
because I do not think it is enforceable and it is too ambiguous.

65

72

66 Mayor Motley Broom asked, does anyone have any questions?

67
68 Councilman Clay said if you are indoors and you are in a closed small room for a long
69 period of time it is more significant than just passing by. The problem in a small
70 conference room, if you are not wearing a mask, the air will recirculate, increasing your
71 risk of being exposed.

ACTION: Councilman Allen moved to approve a request to adopt an ordinance authorizing the mandatory use of facial coverings in the City of College Park, seconded by Councilman Clay, Councilman Gay abstained and motion carried.

### Considerations of an action on a request to consider a special use permit to discharge fireworks.

80

77

81 Mayor Motley Broom said that this ordinance will require a special use permit for the 82 discharge of fireworks within the City.

83

Councilman Clay said that his concern is enforcing this ordinance. If there is a family of kids who bought fireworks, we do not know when they want to shoot them off. Can the person get an application and say that the time requested to shoot off the fireworks is this summer? I like that the Fireworks Ordinance ties back to the NOISE Ordinance, which prohibits shooting Fireworks at midnight except on Fourth of July or New Year's Eve.

89

90 The second issue is that it is not practical to enforce it. I would love to hear what the 91 Police Chief says about it. We have a hard enough time tracking down gunshots. I am

92 more concerned with people shooting guns in the air on the Fourth of July.

93					
94	Councilman Gay said I went to the park this past Fourth of July and enjoyed a fireworks				
95	exhibit. We have a problem with gunshots. I think it is hard to tell people not to shoot				
96	fireworks since that is what we do as a community.				
97					
98	Councilman Clay said that this ordinance allows people to shoot fireworks with a permit.				
99	contentinal only suid that this oremanice anows people to shoot meworks with a permit.				
100	Mayor Motle	y Broom asked Councilman Gay if we did not require a special use permit			
101	on holidays like Fourth of July and New Year's, would you feel more comfortable about				
102	this.				
103	<b>C</b> '1 <b>C</b>				
104	Councilman	Gay said if we can balance that out, then I am ok with it.			
105	G 11 (				
106 107		Clay said if we were to not require a use of a permit on those days that the allows exception, then maybe we have something we can work with.			
108					
109		Winston Denmark said it will be simple to carve out New Year's Day and			
110		July when the special use permit requirement would not be in affect under			
111	our ordinance	. I need direction on precisely what we say and do.			
112	~				
113	Councilman Clay said rather than saying a specific day, we can say a week. That way it				
114	would not be indefinite but it would give people latitude in case of rain etc. That would				
115	not open it up too wide. I think a month is too long and a day is too short.				
116	~				
117	Councilman Allen said that is a great idea.				
118	a 11 a				
119	Councilman T	Taylor said I am ok with it.			
120	~				
121	Councilman C	Gay said I am fine with it.			
122	~ "				
123	Councilman Allen said how will the police enforce it? Has anyone talked to the Police				
124	Chief?				
125					
126	Mayor Motley Broom said I have talked with the Police Chief about it and he is in favor				
127	of having a tool in which they can do some enforcement.				
128					
129	Mayor Motley Broom asked, does anyone else have any questions?				
130					
131	There were no further questions.				
132					
133	Mayor Motley	y Broom said I will accept a motion at this time.			
134					
135	<b>ACTION</b> :	Councilman Clay moved to approve the Fireworks Ordinance with the			
136		condition that we implement exclusion of the dates that are approved by			
137		the state for late night fireworks and put that language in the ordinance,			

138	· · ·	is for a week, seconded by Councilman
139	Allen and motion carried (All Vo	oted Yes).
140		
141		
142		
143	Mayor Motley Broom declared the Special Calle	ed Meeting adjourned at 3:28 p.m.
144		
145		
146		
147		
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149		
150		
151		
152		CITY OF COLLEGE PARK
153		
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156		Bianca Motley Broom, Mayor
157		
158		
159	ATTEST:	
160		
161		
162		
163	Shavala Moore, City Clerk	

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### **REG SESSION AGENDA REQUEST**

DOC ID: 8226

**DATE:** July 10, 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:** Ward 3 CPMSA Board Appointment

**PURPOSE:** Councilman Ken Allen's request to appoint Mrs. Christy Deen, Co-founder & Owner of Drip Thru Coffee in College Park, to the College Park Main Street Association (CPMSA) board.

**REASON:** The CPMSA board has an open seat since March 2020. This board position fills Councilman Allen's appointment to CPMSA. This appointment aligns with the CPMSA membership outlined in their bylaws. Mrs. Deen is a prominent business owner in the community and will be a great addition to CPMSA.

**RECOMMENDATION:** It is recommended that Christy Deen be appointed to CPMSA.

**BACKGROUND:** See attached documentation.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

CITY COUNCIL HEARING DATE: July 20, 2020

### CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

### **RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

Updated: 7/10/2020 2:29 PM by Rosyline Robinson

Page 1

### **REQUIRED CHANGES TO WORK PROGRAMS:** None

### **STAFF:** Renee Coakley, Main Street Manager Artie Jones, III, Economic Development Director

### **ATTACHMENTS:**

• Christy Deen Bio (DOCX)

### **Review:**

- Artie Jones Completed 07/09/2020 9:51 AM
- Rosyline Robinson Completed 07/10/2020 2:42 PM
- Terrence R. Moore Completed 07/10/2020 2:50 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM



### Christy Deen Co-founder & Owner Drip-Thru Coffee™

Christy founded, owns, and operates Drip-Thru Coffee in Metro Atlanta, where she lives with her husband and daughter. She has worked for over 20 years in the food and beverage industry, managing restaurants from Disney World to the Atlanta Airport.

Born and raised in Jonesboro, Ga, Christy first acted on her entrepreneurial spirit when she began her own babysitting business at the age of 12. Driven to do more, when she turned 14, she was given the opportunity to work at her first job with a company scooping ice cream. Arriving at Disney at 20, she was quickly promoted and found inspiration in a series of women who mentored her into management. She continued her career in Food and Beverage over the next two decades managing units from Disney World to the Atlanta Airport.

Throughout her career, Christy has always held a special place in her heart for youth. While remembering someone took a chance on her at such a young age



she looks for opportunities to pay it forward. She seeks to be the mentor, like those who've previously mentored her.

Drip-Thru Coffee goes out of its way to offer work opportunities for young people in



the community. Christy invests in those who stick around, showing them the ropes of food and

beverage, offering them opportunities to be trained and earn certifications, and sharing the path that leads to a career.



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### **REG SESSION AGENDA REQUEST**

DOC ID: 8225

DATE:	July 10, 2020
то:	The Honorable Mayor and Members of City Council
FROM:	Terrence R. Moore, City Manager
RE:	Current Direction Regarding Hazard Pay

As the Office of the City Manager and those of the Fire Chief, Chief of Police, and Director of Public Works continue to evaluate concerns relative to staff interactions with the public (as a function of day-to-day essential operations), please be advised that direction is being offered to continue hazard pay for such employees until July 31, 2020. Although previous authorization of the program supported its initial conclusion this past Tuesday, June 30, 2020, the City's financial ability to fund for an additional month is being realized as a result of reimbursement of associated expenses via the CARES Act Municipal Reimbursement Program. As referenced in the attached electronic mail message communication between Director of Finance and Accounting Althea Philord-Bradley and Director of Human Resources and Risk Management Chris Cook, hazardous may be covered through August 1, 2020 as noted. A formal recommendation for a respective budget adjustment will therefore be offered during the July 20, 2020 Regular Meeting. Meanwhile, Human Resources and Risk Management is currently executing necessary payroll adjustments to proceed as outlined.

### **ATTACHMENTS:**

• Finance Director-County Cares Act E-Mail\_06-29-2020(PDF)

### **Review:**

- Terrence R. Moore Completed 07/10/2020 2:49 PM
- Rosyline Robinson Completed 07/10/2020 2:53 PM
- Charles Christopher CookCompleted 07/10/2020 2:56 PM
- Althea Philord-Bradley Completed 07/13/2020 3:04 PM
- Terrence R. Moore Completed 07/15/2020 2:19 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

### **Terrence Moore**

From: Sent: To: Cc: Subject: Althea P. Bradley Monday, June 29, 2020 4:30 PM Terrence Moore LeShanda Mitchell; Chris Cook County Cares Act

Terrence,

This is an excerpt from the County's eligible request for reimbursement. The hazardous pay may be covered through August 1<sup>st</sup>, 2020.

To qualify as a reimbursable item, each expense submitted by a municipality shall meet the eligibility criteria outlined in CARES Act Municipal Reimbursement Program Certification. Only costs incurred between March 1st, 2020, and May 15th, 2020, and fully paid by August 1, 2020, will be eligible for reimbursement.

Althea Philord-Bradley, MPA Director of Finance & Accounting City of College Park, Georgia Office: 404-767-1537 ext. 1101 Fax: 404-765-7075

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### **REG SESSION AGENDA REQUEST**

DOC ID: 8216

6.C

July 16, 2020
The Honorable Mayor and Members of City Council
Michelle Alexander, City Planner
Consideration of a Conditional Height Permit at 0 Harvard Ave

**PURPOSE:** To review and consider a request for a conditional height permit for a proposed multi-family, mixed-use development at 0 Harvard Ave.

**REASON:** Applicant seeks to increase maximum height from 35 feet to 65 feet for the construction of a multi-family, mixed-use building in the TOD district.

**RECOMMENDATION:** City Planner recommends approval of the requested conditional height permit, as the proposed development has received all required FAA approvals and will not unduly restrict light and air to surrounding properties. In addition, the TOD district and Comprehensive Plan support an increase of density in this area.

**BACKGROUND:** The applicant is seeking a conditional height permit to increase the maximum building height for a proposed mixed use building with multi-family apartments and commercial space. This development has also applied for two variances that will be heard by the BZA on July 13th. The building in question is a part of a larger redevelopment plan for the United Methodist Church across the street. The attached application includes the FAA approval, a site plan for the overall development, and renderings of the subject property for review.

### COST TO CITY: N/A

### **BUDGETED ITEM: N/A**

**REVENUE TO CITY:** \$500 Application Fee

### CITY COUNCIL HEARING DATE: July 20th, 2020

### CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

Updated: 7/16/2020 12:21 PM by Rosyline Robinson

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

### **REQUIRED CHANGES TO WORK PROGRAMS: N/A**

### STAFF:

Oscar Hudson, Chief Building Inspector Michelle Alexander, City Planner

### **ATTACHMENTS:**

• Conditional Height Permit Application (PDF)

### **Review:**

- Michelle Alexander Completed 07/08/2020 10:36 AM
  Rosyline Robinson Completed 07/10/2020 2:42 PM
  Oscar Hudson Pending
  Terrence R. Moore Completed 07/16/2020 12:45 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

### CONDITIONAL HEIGHT PERMIT

### CITY OF COLLEGE PARK



Date Received \_\_\_\_\_

### **APPLICANT INFORMATION**

APPLICANT NAME (PLEASE PRINT) Tapestry Development Group, Inc.

ADDRESS 708 Church Street, Decatur, GA 30032

PHONE 404-997-6788 CELL \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL ADDRESS jontoppen@tapestrydevelopment.org

**OWNER INFORMATION** (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) College Park First United Methodist Church

ADDRESS 3726 E Main St, College Park, GA 30337

PHONE 404-766-6294 CELL FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_jeanettemd78@gmail.com

### PROPERTY INFORMATION

ADDRESS <u>0 Harvard Ave., College Park, GA 30337 (Parcel # 14 016100070116)</u>

CURRENT USE	Parking Lot	CURRENT ZONING	TOD

PROPOSED USE Multifamily Development

PROPOSED HEIGHT, IN FEET AND NUMBER OF STORIES 65 ft, 4 stories

Conditional Height Permit Application 1 of 5

### REQUEST FOR CONDITIONAL HEIGHT PERMIT

#### REQUIREMENTS

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

#### **PRE-APPLICATION MEETING**

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

#### FEE AND APPLICATION REQUIREMENTS

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

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

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

#### FILING DEADLINE

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

#### PLANNING COMMISSION MEETING

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

#### MAYOR AND COUNCIL HEARING

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

#### QUESTIONS

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

(For Office Use Only)			
Total Amount Paid \$	_Check#	_Money Order #	_Received by:
Application checked by:			_Date:
Pre-application meeting:			Date:

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

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

### All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	N/A	You must schedule a pre-application meeting with the City Planner prior to submitting your application.	$\checkmark$
Application Form	12	Must provide contact information for applicant and property owner, property address, current use of property and zoning district, proposed use of property, and proposed height of building.	V
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	$\checkmark$
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to conditional height permit, or that owner is aware of and consents to the conditional height permit request.	~
Letter of Intent	12	Must clearly state the proposed use, development intent, and height of proposed building(s).	$\checkmark$
Site Plans	24x36 - 1 11x17 - 12	Must meet requirements specified on Site Plan Checklist.	$\checkmark$
Site Plan Checklist	1	Completed copy of site plan checklist.	$\checkmark$
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Survey plat shall indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and include a notation as to the total acreage or square footage of the property.	√
Architectural Drawings		Renderings or photographs of the proposed building elevations are required.	$\checkmark$

#### APPLICANT AFFIDAVIT

Personally appeared before me Jonathan R.	Toppen who on oath deposes and says	
(Print	applicant name)	
that the information provided in this applicatio	n is true to the best of his/her knowledge and belief:	
Helembont Jun R. Men		
Notary Public Signature of Applicant		
06/02/2020	Jonathan R. Toppen, President, Tapestry Development Group	
Date Helene Somda Notary Public, DeKalb County, Georgia My Commission Expires 07/14/2023	Print Name	
	708 Church Street	
	Address	
	Decatur, GA 30030	
	City, State, Zip	
OW	NER'S AFFIDAVIT	
Personally appeared before meGarland Wa	tkins who on oath	
	(Print owner's name)	
agrees with the request for the conditional heil application is true to the best of his/her knowle	ght permit, and states that the information on the edge and belief	
Notary Public	Signature of Applicant	
	Garland Watkins, Board of Trustees Chair, CPFUMC	
Date	Print Name	
	3726 E Main St	
Signature of City Clerk	Address	
	College Park, GA 30337	
Date	City, State, Zip	

Conditional Height Permit Application 4 of 5

#### APPLICANT AFFIDAVIT

Personally appeared before me\_\_\_\_\_Jonathan R. Toppen\_\_\_\_\_\_ who on oath deposes and says (Print applicant name)

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

**Notary Public** 

Date

Signature of Applicant

Jonathan R. Toppen, President, Tapestry Development Group

**Print Name** 

708 Church Street Address

Decatur, GA 30030

City, State, Zip

**OWNER'S AFFIDAVIT** 

Personally appeared before me Garland Watkins

(Print owner's name)

who on oath

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

Notary Public

Date

Date

Signature of City Clerk

Harland M. Weiteins

Signature of Applicant

Garland Watkins, Board of Trustees Chair, CPFUMC

**Print Name** 

3726 E Main St

Address

College Park, GA 30337

City, State, Zip



Conditional Height Permit Application 4 of 5

#### CITY OF COLLEGE PARK SITE PLAN CHECKLIST

#### Checklist should be attached to the application.

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

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

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Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177 6.C.a

Issued Date: 07/01/2020

Jon Toppen Tapestry Development Group 708 Church St Decatur, GA 30030

#### **\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Multifamily Residential
Location:	College Park, GA
Latitude:	33-39-11.10N NAD 83
Longitude:	84-26-54.51W
Heights:	1048 feet site elevation (SE)
	65 feet above ground level (AGL)
	1113 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part 1)

\_\_\_X\_\_ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 01/01/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION M 6.C.a BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

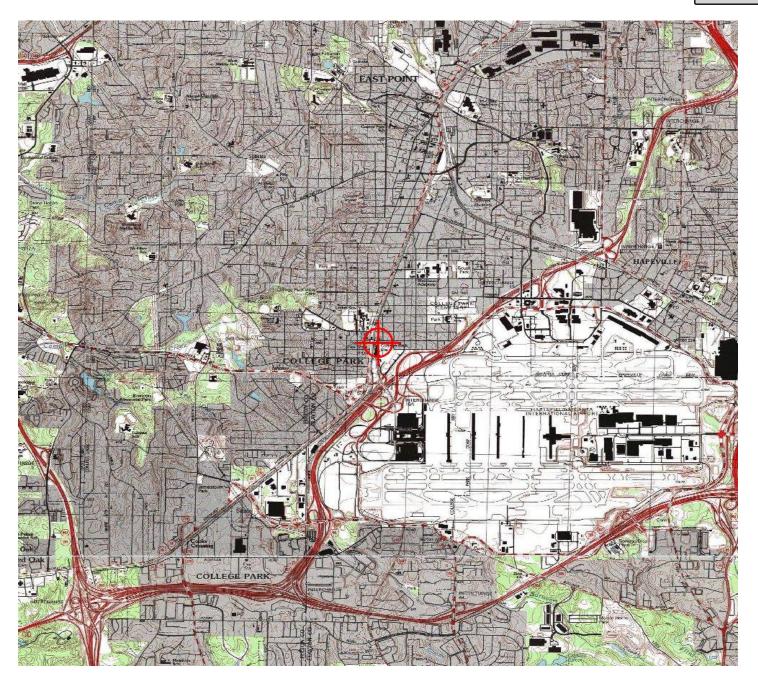
This determination cancels and supersedes prior determinations issued for this structure.

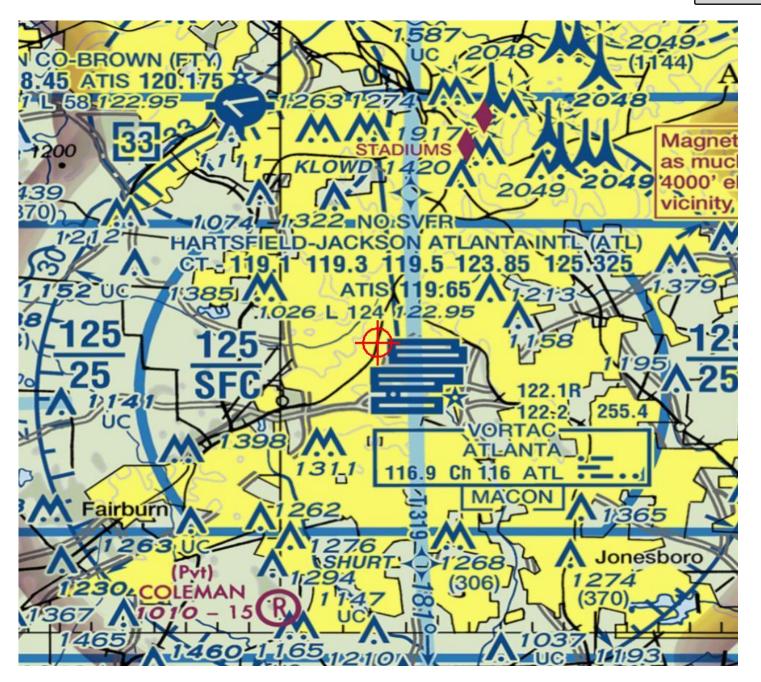
If we can be of further assistance, please contact our office at (817) 222-5928, or chris.smith@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-16193-OE.

Signature Control No: 441667756-444286613 Chris Smith Specialist

( DNE )

Attachment(s) Map(s)







**Open Hearts. Open Minds. Open Doors.** 

June 2, 2020

Mayor and City Council City of College Park 3667 Main St. College Park, GA 30337

Dear Mayor Motley Broom and Members of City Council:

College Park United Methodist Church is the owner of the property at Parcel # 14 016100070116 located along Harvard Ave., College Park, GA 30337. The College Park First United Methodist Church Board of Trustees is aware of and consents to the conditional height permit request to support the development of the Diamond College Park multifamily housing project.

Sincerely,

land Wattins

Garland Watkins, Board of Trustees Chair College Park First United Methodist Church



July 1, 2020

Mayor and City Council City of College Park 3667 Main St. College Park, GA 30337

Re: Diamond College Park Conditional Height Permit

Dear Mayor Motley Broom and Members of City Council:

The proposed Diamond College Park multifamily development is a joint venture between Tapestry Development Group, Inc., a Georgia-based nonprofit; Good Places LLC, a social impact real estate development firm, and Congress Heights Community Training & Development Corporation, a Washington, D.C.-based community development organization. We hope to bring 61 units of mixed-income affordable housing to downtown College Park through the use of Low-Income Housing Tax Credits (LIHTC). This development is conceived of as a vital component of an overall redevelopment of the College Park First United Methodist Church property, which will also include arts spaces, cultural programming, and recreation/greenspace alongside commercial, community, and retail space.

Diamond College Park multifamily is planned as a four-story building, to feature 26 one-bedroom units, 34 twobedroom units, and 1 three-bedroom parsonage unit (for use by the future pastor of College Park First United Methodist Church). This will be a mixed income project targeting a range of household incomes. The design will feature storefront to provide TOD-appropriate uses along the Harvard and Washington streets that will complement the overall College Park First United Methodist Church redevelopment.

In order to make this vision a reality, we are requesting a conditional height permit to 65 ft above ground level (four stories). We applied for and received approval for this height by the FAA, study #2020-ASO-16193-OE.

Thank you for considering our requests.

Sincerely,

Jonathan R. Toppen President, Tapestry Development Group.





6.C.a

CONTEXT MAP

SITE DESCRIPTION

SITE ACREAGE = .870 ACRE9 CURRENT ZONING = TOD TRANSIT ORIENTED DEVELOPMENT PROPOSED ZONING = NA 61 APARTMENT UNITS AT (4) STORIES 70.1 UNITS PER ACRE DENSITY FACTOR BUILDING SQUARE FOOTAGE : 24,000 SF GROUND FLOOR RETAIL GROUND FLOOR AMENITIES AND ACCESS PARKING REQUIREMENTS= 1.5 PER UNIT = 91.5 3 PER 1000 COMMERCIAL PARKING PROPOSED (ONSITE) = 10 FOR RESIDENTS 4 FOR COMMERCIAL PARKING PROPOSED (OFFSITE)= 31 OFFSITE IN REMOTE PARKING LOT

TOTAL RESIDENTIAL PARKING = 45 PARKING SPACES .75 SPACES PER UNIT FOR RESIDENTIAL PARKING

STORM WATER TO BE DESIGN AS UNDERGROUND STORM DETENTION ON SITE IN A VAULT

#### SITE KEY:

- A. 61 APARTMENT UNITS AT 4 STORIES W/ GROUND FLOOR AMENITY USE AND OPTION FOR RETAIL (EX. ART STUDIO)
- В.
- FOR RETAIL (EX. ART STUDIO) LIMITED PARKING ON SITE REMOTE PARKING LOCATED NORTH OF SITE STREETSCAPES TO CONFORM TO LOCAL COLLEGE PARK CODES STREET TREES ALONG EACH SIDE C.D.
- L. JINLET TREES ALONG EACH SIDE F. LANDSCAPE SCREENING ALONG MESTERN SIDE G. INTERIOR COURTYARD AVENITY AREA H. CROSSWALK TO CHIRCLE SER AND CO



 $1^{\circ} = 20$ 

DISCLAIMER: FOR GRAPHIC REPRESENTATION AND DISCUSSION PURPOSES ONLY

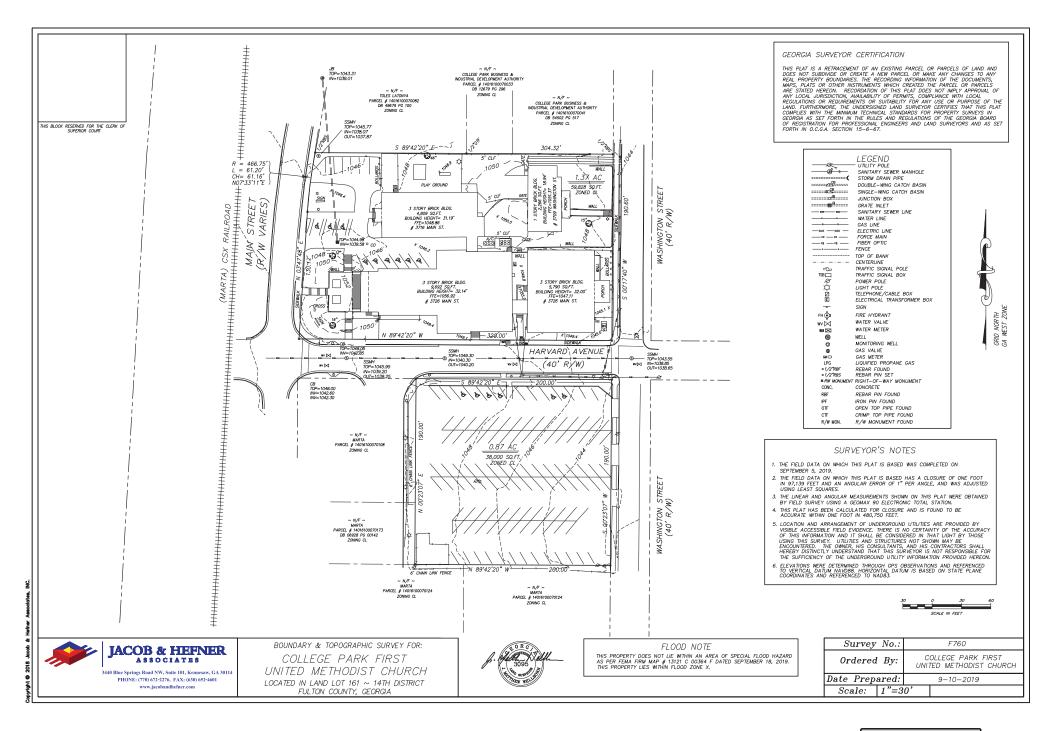
FOLEY 🔿 DESIGN www.foleydesign.com

#### CONCEPTUAL SITE PLAN DIAMOND MULTIFAMILY DEVELOPMENT COLLEGE PARK, GA.



2020-4-6 Good Places and Congress Heights **Community Training and** Development Corporation

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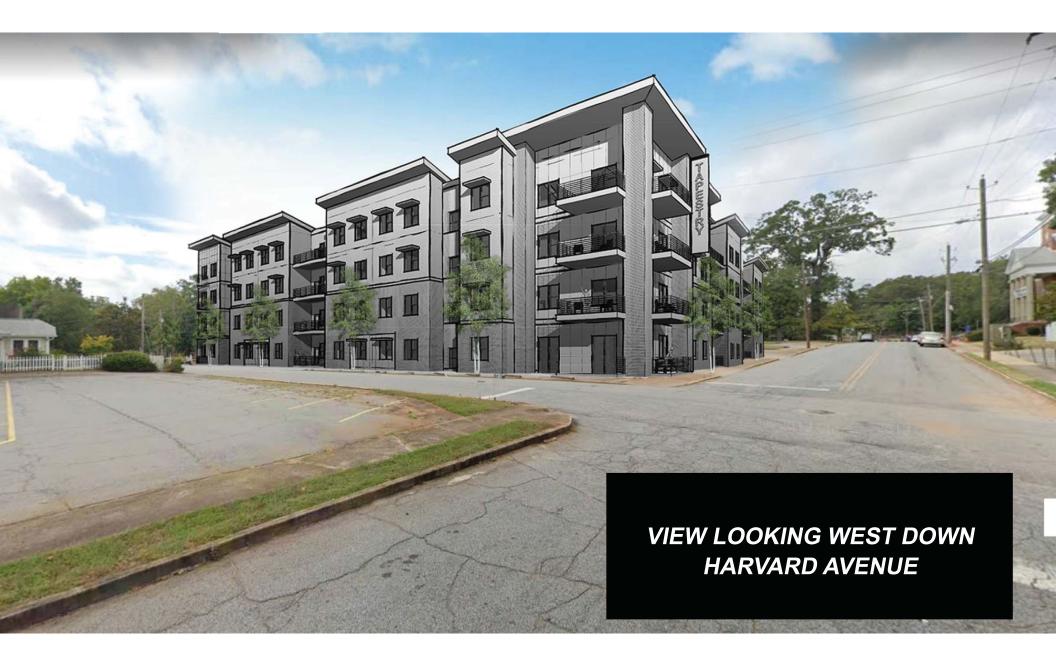














# CITY OF COLLEGE PARK

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

#### **REG SESSION AGENDA REQUEST**

DOC ID: 8239

**DATE:** July 15, 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: July 20, 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 07/15/2020 3:55 PM
- Rosyline Robinson Completed 07/16/2020 12:36 PM
- Terrence R. Moore Completed 07/16/2020 12:44 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

#### **2020 ORDINANCES**

Ord. No.	Ordinance	Adopted
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	5-18-2020
2020-09	Fire Inspection Ordinance	6-01-2020
2020-10	Facial Mask Mandate	7-10-2020
2020-11	Fireworks Ordinance	7-10-2020
2020-12	Sanitation Water & Sewer Rates	PENDING

### 2020 Resolutions

Number	Name	Adopted
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 Fun	d 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	5/18/2020
2020-10	Budget Adoption Resolution	6/01/2020
2020-11	Utility Credit Resolution	6/01/2020
2020-12	Water, Sewer & Sanitation New Rates	PENDING



# CITY OF COLLEGE PARK

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

#### **REG SESSION AGENDA REQUEST**

DOC ID: 8212

DATE:	July 16, 2020
TO:	The Honorable Mayor and Members of City Council
THROUGH:	Terrence R. Moore, City Manager
FROM:	Michelle Alexander, City Planner
RE:	Public Hearing for Consideration of a Rezoning of Six West

**PURPOSE:** Public Hearing for consideration of a rezoning of Six West (formally known as Airport City) to the PD-Planned Development Zoning District.

**REASON:** Public Hearing for consideration of a rezoning application set forth by The City of College Park to rezone the area known as Six West (formally known as Airport City) to PD: Planned Development for a Mixed Use Development based on the previously adopted Airport City Master Plan.

**RECOMMENDATION: "Approval"**, of Resolution No. 2020-\_\_\_\_\_ amending the Comprehensive Plan to incorporate by reference the entire Airport City Master Plan, and; "**Approval"** of the **PD-Commercial zoning district** with the following conditions:

- 1. Conditioned upon the conceptual site plan (Master Plan Concept) adopted within the Airport Master Plan August 5, 2019 (attached as exhibit).
- 2. Compliance with development standards within the Master Plan "district" plans for the Airport City project, to be approved by Mayor and Council.
- Compliance with General Conditions of Approval to GRTA Notice of Decision, Roadway Improvement Conditions to GRTA Notice of Decision, and Conditions Related to Altering Site Plan after GRTA Notice of Decision, which are provided in the Notice of Decision for Request for Non-Expedited Review of DRI 3063 Airport City (attached as exhibit).
- 4. All development shall be reviewed by City Planner and City Engineer for compliance with approved district standards before building permits are issued.

**BACKGROUND:** The City of College Park is proposing to redevelopment a large tract of land for a mixed-use development known as Six West. A zoning map of the subject area is attached. The Planning Commission heard this application at the January 27th, 2020 meeting and recommended approval of the rezoning. This hearing started the Development of Regional

Impact review by the Atlanta Regional Commission. The DRI was submitted and approved, the results are attached for reference. While waiting for the DRI to be completed, several community meetings have been held to gain citizen input. A summary of these meetings is attached detailing the results. The District Plans detailing the development standards which are required under the Planned Development Zoning District are also attached for reference. Staff has also interviewed two developers for mixed-use developments and retained a golf-course expert designer.

COST TO CITY: N/A

#### **BUDGETED ITEM:** N/A

#### **REVENUE TO CITY: N/A**

#### CITY COUNCIL HEARING DATE: July 20, 2020

#### CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

#### AFFECTED AGENCIES: N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Approval of this request would result in the rezoning of the indicated track of land for development known as Six West to the PD - Planned Development District.

#### **REQUIRED CHANGES TO WORK PROGRAMS: N/A**

STAFF: Michelle Alexander

#### **ATTACHMENTS:**

- SixWestAirportCity\_PD\_Staff Report7.20 (002)(PDF)
- SixWestCommunityEngagment (PDF)
- Six West Parking Program 6-25-2020 (DOCX)
- 3063\_Airport City\_NOD Non-Exp with Cond\_20200616 signed (PDF)
- 2020-07-11\_Architectural Pattern Book -Final\_compressed (PDF)
- CP Resolution Amending Comp Plan to Include Airport City v2 (DOCX)
- Exhibit A- All\_Parcels\_Airport\_CIty\_PD\_boundary (Six West)(PDF)
- SEC-Airport City 15 ac Green Space 200505 (PDF)
- Exhibit B- AiportCityRezoneMap (PDF)
- Six West Rezoning OrdinanceV3 (DOCX)

• Exhibit\_C\_\_SixWest\_District\_DevStandards (PDF)

#### **Review:**

• Michelle Alexander	Completed	07/08/2020 3:29 PM
• Inspections Pendi	ng	
• City Attorney's Office	Completed	07/15/2020 1:12 PM
• Rosyline Robinson	Completed	07/16/2020 12:18 PM
• Terrence R. Moore	Completed	07/16/2020 12:45 PM
• Mayor & City Council	Pending	07/20/2020 7:30 PM



7.A.a

Council Ward:	Wards 1 & 2
Council Member:	Ambrose Clay, Derrick Taylor
Meeting Date:	July 20, 2020
Evaluation Prepared by:	Michelle M. Alexander, City Planner

Applicant: City of College Park, GA

- Location: Subject properties located within the area defined by the Airport City Master Plan, adopted August 5, 2019. See attached "Airport City" Concept Plan and current zoning map showing the area boundaries by McDonald Avenue, Princeton Avenue, West Harvard Avenue and Victoria Street on the eastern and northeastern side; Oxford Avenue and Camp Creek Parkway on the southern boundaries; portions of Herschel Road on the west, and; Camp Creek (stream) on the northern border.
- Lot Size: 311.91 Acres +/-
- Request:Amend the Comprehensive Plan to incorporate by reference the Airport City Master Plan<br/>approved August 5, 2019 and rezone as a mixed-use Planned Development district ("PD"-<br/>Commercial), with District Standards that implement the master plan adopted in August 2019<br/>(attached) and as shall be supplemented by District Plans (forthcoming). Additionally, the<br/>following conditional uses and concurrent variances (per 4.13 B and C) are associated with<br/>the rezoning request and proposed PD-C concept site plan:

#### **Concurrent Variances:**

- 1. Increase maximum lot cover from 65% to 85% (4.5)
- 2. Parking reductions (4.8 F) to allow District Plan and Standards attached
- 3. Reduce buffers between any two non-residential uses (4.8 Table II)
- 4. Allow 8.7 and 8.8 Tree Density to vary according to an alternative tree and landscape plan developed through Final Plan approval process for sites and assembly
- 5. Allow private streets (conditionally) (4.11 B)
- 6. Vary approval time limitations (4.23) to accommodate City pursuit of partnerships **Conditional Height and Use Permits**:
  - 1. Vary from the maximum height of 35 feet (4.7) to allow District Standards attached
  - 2. Uses as allowed under HC, OD, C1 and TOD.
- **Proposed Use:** Mixed-use commercial, office and hotel districts incorporating a residential mix of housing, public parks and outdoor recreational venues.

Current Zoning: PC, OP, DO, C2 and TOD

Current Land Use: Mix of public golf course, vacant blocks, neighborhood retail



**Future Land Use:** The Comprehensive Plan identifies Walkable Community, Suburban Office, Parks and Conservation, and High Density Residential character areas; policy adopted through more detailed land use studies starting with three Livable Centers Initiative (LCI) master planning efforts (March 2008, May 2012, and August 2017) and culminating in the adopted concept plan "Airport City" (adopted August 5, 2019) identifies a mix of residential, retail, commercial, entertainment and public recreation organized into a set of four districts.

#### **Surrounding Properties:**

	Current Zoning	Current Land Use
North	R-1 (Low Density Residential District)	Single-family residential
East	OP (Office Professional); TOD (Transit Oriented Dev)	Vacant, scattered commercial
South	Camp Creek Parkway (across street HC – Hospitality Campus)	Convention Center
West	R-1 (Low Density Residential District); OP (Office Professional)	Single-family residential; Vacant

#### **Executive Summary and Master Plan Concept:**

The City of College Park proposed rezoning and site plan will entitle the property so that the City of College Park may enter strategic partnerships with quality private sector investors interested in implementing the vision as adopted by the Airport Master Plan. The plan provides sufficient programming of uses for purposes of zoning, provided that conditions include the establishment of development controls as recommended below.

- Background. The adopted Concept Plan follows several years of land use, market and transportation study for the subject site and sites immediately adjacent to it and the deliberate acquisition of properties for City-guided, master planned development. Studies included three Livable Centers Initiative (LCI) master planning efforts (adopted March 2008, May 2012, and August 2017, respectively) in addition to the multi-jurisdictional Aerotropolis Alliance Blueprint (2016) which coined the "Airport City" concept for College Park controlled acreage west of the Main Street and surrounding the golf course. The City appointed a set of private and public stakeholders to inform the "Airport City Master Plan". Three public hearings and a Council Work Session were held to discuss the plan recommendations. Consultants have prepared a series of community involvement efforts in January through March 2020 to engage the community and additional stakeholders in preparation of detailed site layout and feasibility based on field conditions. Additional information on the results of these meetings is attached for reference.
- **Proposed Build-Out**. The Concept Plan proposes a build-out plan constrained by existing airport flight conditions that limit the location of residential development on the site. It is also informed by market analysis generated by both the Airport Master Plan and the Aerotropolis Blueprint efforts. The exact mix will be determined by continued community engagement and private sector response and engineering, but as adopted includes approximately:
  - o 760,000 square feet of regional retail (mall, outlet, anchor-tenant)
  - Up to 2.4 million square feet Class "A" office
  - o 750 residential dwelling units (mix of single family detached, attached and multi-family)



- Hotels with approximately 1,200 hotel keys
- 1.2 million square feet community- and neighborhood-scale commercial and office developed incrementally over ten years
- 63 acres golf course and 325,000 additional square feet of public and private recreation, both indoor and outdoor
- o 50,000 square foot performing arts/cultural center
- **Development Standards**. The proposed Concept Plan (incorporated within the Pattern Book, Attached) complies with the requirements of the Planned Development Zoning District. The PD district provides for urban-context development through standards that minimize setbacks, maximize pedestrian connectivity and a minimum 15% common open space. The Concept Plan replaces the August 2019 plan, based on additional infrastructure analysis and input. A series of draft "District Plans" internal to the site have been developed with both broad community input and private sector insight. Infrastructure details are being finalized, but Staff has generated a package of zoning controls with the consultant team see "District Development Standards" attached as a condition of zoning based upon the draft District Plans. The Residential District Plan is included as an attachment as well.
- Infrastructure/Transportation: The project triggered a "Development of Regional Impact" (DRI) review and approval required to address the transportation and transit impacts generated by the project. The City has met with the Atlanta Regional Commission (ARC), GRTA, GDOT, MARTA and the City of Atlanta concerning the concept plans and submitted the necessary information to ACR for the DRI review. The results of the DRI are attached as the Notice of Decision for Request for Non-Expedited Review of DRI 3063 Airport City. This DRI notice includes several conditions that the rezoning should incorporate.

#### Criteria for Consideration of a Rezoning Request

The following analysis addresses criteria required for consideration of zoning requests as established by Article IX Section 14.11 (G) of the City of College Park zoning ordinance:

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

Yes, as approved, the project is compatible with the city's development plans and goals; it implements the vision established by several, progressively detailed, adopted planning efforts.

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

Yes, the proposed use will impact the traffic conditions; for this purpose a detailed traffic study was undertaken and subject to review by regional and state agencies through the "Development of Regional Impact" (DRI) process. The results of this study identified the necessary infrastructure improvements and transit options in order to mitigate the anticipated impacts.

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



7.A.a

Fire Marshall, Building Officials and police will all review the proposed developments for fire/safety code and to optimize best practices for safety in urban design.

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

The proposed use promotes the public and general welfare. It will enhance the built environment, decrease the need to drive to neighboring jurisdictions for amenities and entertainment, generate employment, expand the tax base and create value.

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

The proposed use should not unduly influence air or light.

- (f) Would the proposed use tend to cause, prevent or to have no influence on the overcrowding of land? The proposed use as designed will provide a quality balance of land use and public space and thus prevent overcrowding.
- (g) Would the proposed use tend to cause, to prevent or to have no relation to the undue concentration or the undue scattering of population or development?

The proposed site layout will provide a quality balance of intensity, contribute to preventing sprawl without undue concentration, given the relation of development to public space proposed.

- (h) Would the proposed use tend to impede, facilitate or have no impact on the adequate provision of transportation, water, sewerage, and/or public services or facilities? The proposed use will have an impact on infrastructure and is therefore conditioned on the results of more detailed "District Plans" that are examining the capacity to the proposed demand on facilities and will determine a phasing plan for service provision.
- (i) Would the proposed use tend to be compatible with or be incompatible with environmental conditions and/or with surrounding development? If incompatible, what factors, if any, would diminish the value, use and enjoyment of the surrounding properties?

The design aims to meet or exceed best practices for sustainable development and will meet or exceed the Georgia Stormwater Manual.

(j) Would the proposed use tend to require only reasonable expenditures of public funds, or would the use tend to require an excessive or premature expenditure of public funds? The city is generating the financial plan to prevent only reasonable expenditures of public funds; to this end the city is actively pursuing strategic private sector partners.



7.A.a

- Master Plan Rezoning
- (k) Would the proposed use tend to promote, to diminish or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area? The development aims to enhance the aesthetic value of the area.
- (I) Would the proposed use lead to development that is a deterrent to the value of adjacent property? As proposed, the development will positively impact the value of adjacent property.
- (m) Would the proposed zoning create an isolated district unrelated to adjacent and nearby districts? No, the proposed zoning allows for mixed-use development that will transition appropriately to nearby uses.

Recommendation: "Approval", of amending the Comprehensive Plan to incorporate by reference the entire Airport City, and; "Approval" of the PD-Commercial zoning district with the following conditions:

Development shall comply with the attached "District Development Standards" and the Site Plan incorporated with the "District Pattern Book", incorporated into the District Development Standards document.

**Development shall comply** with the conditions established by the DRI approval..

#### **Concurrent Variances:**

- 1. Increase maximum lot cover from 65% to 85% (4.5)
- 2. Parking reductions (4.8 F) to allow District Plan and Standards attached
- 3. Reduce buffers between any two **non-residential** uses (4.8 Table II)
- 4. Allow 8.7 and 8.8 Tree Density to vary according to an alternative tree and landscape plan developed through Final Plan approval process for sites and assembly
- 5. Allow private streets (conditionally) (4.11 B)
- 6. Vary approval time limitations (4.23) to accommodate City pursuit of partnerships

#### **Conditional Height and Use Permissions Granted:**

- 1. Vary from the maximum height of 35 feet (4.7) to allow District Standards attached
- 2. Uses as allowed under HC, OD, C1 and TOD.

#### **Attachments**

- Current Zoning Map
- List of parcels with designated area •
- Community Engagement Results
- **Proposed Development Standards** •
- **Proposed Parking Program** •
- 3063 Airport City Notice of Decision for Request for Non-Expedited Review of DRI •

### 2.0 COMMUNITY ENGAGEMENT

#### **2.1 STAKEHOLDER INPUT**

The public participation process for the Six West Master Plan engaged stakeholders through interviews, two community engagement sessions, an online video orientation, City Council/BIDA Presentations and a community survey.

#### THE COMMUNITY ENGAGEMENT SESSIONS

The Six West community and stakeholder engagement process began as COVID19 began to spread across the United States and Georgia mandated stay-at-home orders. In the face of the pandemic, the Team moved to online engagement through a series of engagement opportunities called "Let's Talk!".

Virtual Event #1: Orientation and the Project Story The City of College Park first released an orientation video on April 13, 2020.

Virtual Event #2: Six West... The Look. The Feel, The Function May 5, 2020 The meeting presented visual preferences, tailored from the community survey, and polling to gain immediate feedback on ideas for developing the districts. Refer to Figure 2.

Virtual Event #3: Six West... The Vision June 11, 2020 This meeting proposed draft recommendations for Six West and provided a panel Q&A to answer questions from participants. Refer to Figure 2.1D.

#### STAKEHOLDER INTERVIEWS

To get insight on the market and inform development strategies, the Consultant Team interviewed local developers and developers that have Letters of Intent (LOIs).

Each interview began with an introduction to the study followed by background information prior to beginning the interview. A total of 2 stakeholder interviews were conducted. Those interviewed include:

- Adam Schwegman, North American **Properties**
- Hunter Richardson, Hunter
- Southeast Capitol, Residential Developer
- Potential Hotel Developer
- Potential Entertainment Developer

The Consultant Team interviewed local developers to get their professional opinion on development strategies for the districts. Highlights from these conversations include:

- Leverage MARTA & Convention Center
- Phase 1 Retail: 200-250k square feet
- Connect development to Downtown/MARTA
- Cultural Destination in Phase 1: cultural center, library, food hall
- Public investment to initiate project: streets, cultural places, parking deck

#### FEEDBACK FROM MAYOR, CITY COUNCIL, & BIDA

The district plan process and the community engagement schedule was presented to the Mayor, Council and BIDA at their February 13, 2020, joint meeting.

The Consultant Team presented to the Mayor, City Council and BIDA for feedback on June 1. 2020.

Final presentation was given to the Mayor, City Council, and BIDA on July 20 for approval.

#### PUBLIC SURVEY

The community survey was open online via SurveyMonkey from April 11, 2020 until May 19, 2020. More than two-hundred people responded. Summaries of responses can be found in Figures 2.1B & C.



LIVE

### **100 particpants**

### **367 Views**

**27 Views** 

#### nt economic conditions have our noving towards dire lo you have to minimize upfront costs

#### SCHEDULE



Colette

**ROCK ROV** 



Submit

APRIL 13TH (VIEW ONLINE NOW Video Released: Orientation

MAY 5TH, 4:00PM / LIVE - ZOOM WEBINAR Six West - Look, Feel & Function

JUNE 1ST Joint City Council & BIDA Presentation

JUNE 11TH, 4:00PM / LIVE - VIRTUAL SUMMIT Townhall Style Discussion: Results

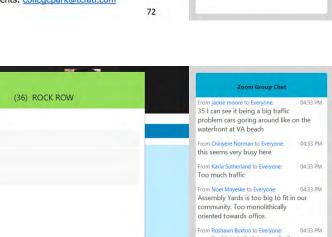
See instructions on our web page: www.collegeparkga.com Sign up for alerts & questions/comments: collegepark@tcfatl.com

1. Choose One.

LOVE it!

LIKE it!

) DISLIKE it!



nment

parking

you the historic feel, warm feeling

m Grace McPhillips Lun., to Everyone: 04:33 PM This doesn't work because we can't have building this tall. Also too cement

04:34 PM m jackie moore to Everyone: 36 high buildings. too distant feeling. traffic can be a problme

### FIGURE 2.1A **MAY 5TH LIVE WEBINAR**

COMMUNITY ENGAGE

Zoom Group Cha

stances. What contingency plans

o avoid shelving this project entirely

Definitely do not want to see high rise

buildings. Concerned out how many

levels the office buildings on Fairway will be. Seems like traffic is going to be

awful if you place multi-level office

From Connor Ball to Everyone:

buildings on Fairway across from the

Question: what thought was given to

activating the eastern boundary of

development to MARTA so transit riders have an easy and intuitive path

to entering Airport City through the

Good question Verna, re: housing

om Noel Mayeske to Everyon

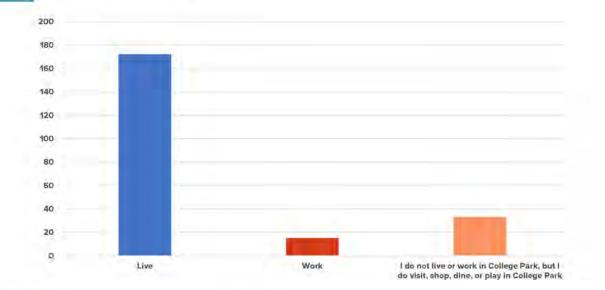
pricing points

golf course

downtown area?

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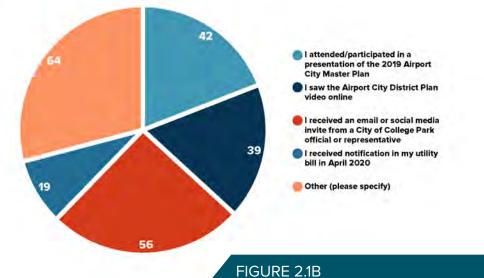
#### Do you live or work in the City of College Park?



02

Q1

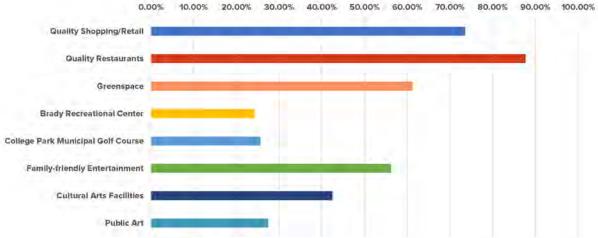
How did you hear about the Six West (formerly known as Airport City) project?



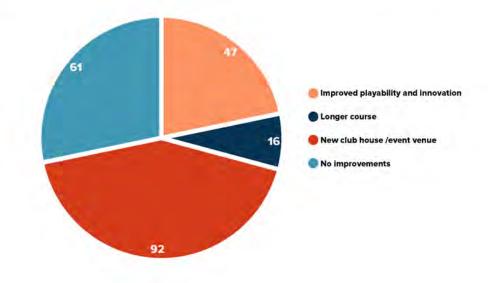
### **COMMUNITY SURVEY RESULTS**

06

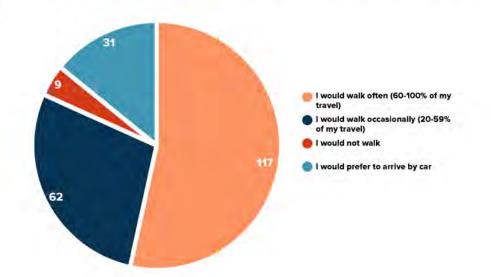
07



What improvements would you like to see to the College Park Municipal Golf Course?



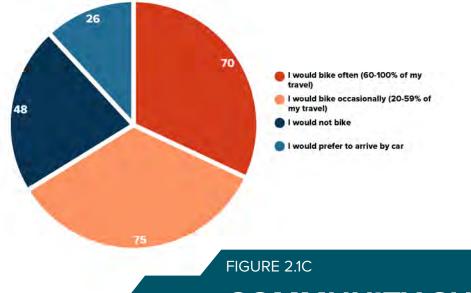
If connected sidewalks and multi-use trails were available, how likely would you be to arrive to Six West by foot?



Q9

**Q8** 

If bicycle lanes and trails were available, how likely would you be to arrive to Six West by bicycle?





**COMMUNITY SURVEY RESULTS** 

### \*\*\* particpants

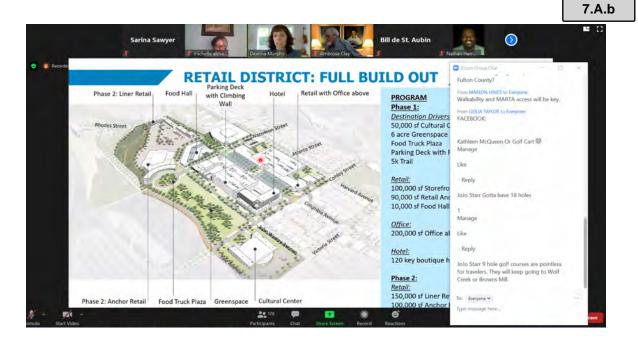
### \*\*\* Views

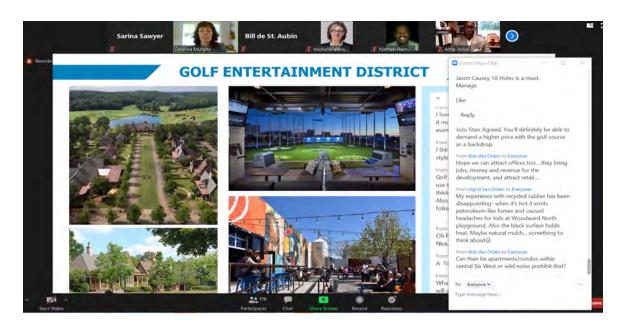
**\*\* Views** 

LIVE

You

Tube





# FIGURE 2.1D

#### COMMUNITY ENGAGE Backet

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#### **SIX WEST PARKING ANALYSIS**

Updated: 6/25/2020

#### ULI Spreadsheet:

Based on the latest development numbers, the following was calculated from the ULI excel sheet:

18,937 is the required number of spaces in case of 0% reduction with shared parking. **15,059** is the required number of spaces in **weekday peak** with 20% reduction with shared parking. 5,560 is the required number of spaces in **weekend peak** with 71% reduction with shared parking.

#### Provided in Master Plan:

Total number of parking spaces provided per district (based on calculations from SketchUp model) are: 15,530 spaces

- Office District = 9,545 spaces
  - Deck Total: 8,695 spaces
    - Office Deck (east): 3,285 spaces [164,348 sf/level; 7 levels]
    - Office Deck (west): 5,410 spaces [210,259 sf/level; 9 levels]
  - Surface Parking: 325 spaces
  - Street Parking: 525
- Retail District = 3,840 spaces
  - Deck Total: 2330 spaces
    - Retail Deck (Phase 1): 1030 spaces [72,000 sf/level; 5 levels]
    - Retail Deck (Phase 2): 1300 spaces [114,037 sf/level; 4 levels]
  - Surface Parking: 1075 spaces
  - Street Parking: 435 spaces
- Camp Creek District = 335 spaces
  - Surface Parking: 300 spaces
  - Street Parking: 35 spaces
- Incremental District = 1,160 spaces
  - Surface Parking: 900 spaces
  - Street Parking: 260
- Golf Entertainment District = 650 spaces
  - Surface Parking: 650 spaces

#### **Based on Zoning Recommendation Numbers:**

Total (proposed) number of parking required based on the following image is **9,594 spaces** (does not include the golf estates and the residential district). The following image shows the ratios we proposed in the DRI submittal.

2,000,000 sf total (approx. 4.7/1,000)

900,000 sf Total (approx. 4.25/1,000)

170,000 sf Total (approx. 2/1000)

460,000 sf Total (approx. 4/1,000)

270,000 sf Total (approx. 3.2/1,000)

### PARKING REQUIREMENTS

City of College Park is currently drafting a rezoning (PD-C) for the site. The recommended rezoning will not have a minimum parking requirement, but will have a maximum. It will require shared parking along with other requirements and potential reductions, including:

USE	MAXIMUM PARKING REQUIREMENT
Retail	2.68 spaces/ksf
Office	2.5 spaces/ksf
Hotel	1 spaces/key
Entertainment	1.8 spaces/ksf
Restaurants	10 spaces/ksf
Residential	0.67/unit
1 Bedroom	0.7/unit
2 Bedroom	1.2/unit
3 Bedroom	1.78/unit
1: Private residential gara count.	ages are excluded from the maximum parki

facilities, ride share/carpool spaces.

Note 3: Based on these numbers, the maximum required parking for the development is 18,814 spaces

1.11

\*Waiver with criteria: City Engineer has ability to adjust maximum parking requirements if applicant can demonstrate an undue hardship or significant challenge in meeting parking regulations, in writing, due to employment, visitors, and/or distance from public transit options.



 To:
 Doug Hooker, ARC

 (via electronic
 Bob Voyles, GRTA

 mail)
 Dick Anderson, GRTA

 Kathryn Zickert, GRTA
 Sharon Mason, GRTA

 Sonny Deriso, GRTA
 Sonny Deriso, GRTA

 City of College Park
 City of College Park's Business and Industrial Development Authority

 mail
 From:
 Christopher Tomlinson, GRTA Executive Director

Copy:	Jon West, DCA	Megan Wilson, GDOT
(via electronic	Annie Gillespie, GRTA	Daniel Parker, GDOT
mail)	Parker Martin, GRTA	Josh Montefusco, GDOT
	Andrew Smith, ARC	Justin Hatch, GDOT
	Greg Giuffrida, ARC	Paul DeNard, GDOT
	Monique Forte, City of Atlanta	Robert Herrig, AeroATL
	James Washington, City of Atlanta	Shannon James, AeroATL
	Greg Floyd, MARTA	Michelle Alexander, College Park
	Rob MacPherson, College Park	Bill Ruhsam, Michael Baker
	Artie Jones III, College Park	Jackson Myers, College Park

Date: June 16, 2020

Re: DRI 3063 Airport City

#### Notice of Decision for Request for Non-Expedited Review of DRI 3063 Airport City

The purpose of this notice is to inform the City of College Park's Business and Industrial Development Authority (the Applicant) and the City of College Park (the local governments), the GRTA Land Development Committee, the Georgia Department of Community Affairs (DCA), the Georgia Department of Transportation (GDOT), and the Atlanta Regional Commission (ARC) of GRTA's decision regarding DRI 3063 Airport City (the DRI Plan of Development). GRTA has completed a non-expedited Review for the DRI Plan of Development pursuant to sections 3-101 and 3-103.A of the *Procedures and Principles for GRTA Development of Regional Impact Review* and has determined that the DRI Plan of Development meets the GRTA review criteria set forth in Sections 3-101 and 3-103 A. The DRI Plan of Development as proposed is **approved subject to conditions**, as provided in Attachment A and subject to the limitations placed on allowable modifications to the DRI Plan of Development, as described in Attachment B.

Subject to the conditions set forth in Attachment A and Attachment B, GRTA will approve the expenditure of state and/or federal funds for providing the Land Transportation Services and Access improvements listed in Section 2 of Attachment C. The need for said approval shall terminate and be of no further force and effect after ten (10) years from the date of this Notice of Decision, unless the local government has issued a permit for the construction of any part of the proposed DRI Plan of Development prior to the end of the ten-year period.

The notice of decision is based on a review of the applicant's DRI review package received by GRTA on May 12, 2020. The review package includes: (1) the site development plan (Site Plan) titled "Airport City Master Plan" prepared by Michael Baker International, the transportation analysis dated May 6, 2020 prepared Michael Baker International received by GRTA on May 12, 2020.

Pursuant to Section 2-501 of the *Procedures and Principles for GRTA Development of Regional Impact Review*, the Applicant, the GRTA Land Development Committee and the local government have a right to appeal this decision within five (5) working days of the date on this letter by filing a Notice of Appeal with the GRTA Land Development Committee. A Notice of Appeal must specify the grounds for the appeal and present any argument or analysis in support of the appeal. For further information regarding the right to appeal, consult Part 5 of the Procedures and Principles for GRTA Development of Regional Impact Review, available from GRTA. If GRTA staff receives an appeal, you will receive another notice from GRTA and the Land Development Committee will hear the appeal at its next available meeting.

OocuSigned b

Christopher Tomlinson Executive Director Georgia Regional Transportation Authority

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### Attachment A – General Conditions

#### General Conditions of Approval to GRTA Notice of Decision:

Phase 1 (2025):

#### Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Construct sidewalks along the development frontage of SR 6 / Camp Creek Parkway
- Provide a bus pad located on the northern side of SR 6/ Camp Creek Parkway between the Main Entrance/Airport Drive and Conley Street. Coordinate with MARTA on the preferred exact location.
- Coordinate with appropriate stakeholders to consider how the site plan's proposed shareduse path network connects to external shared-use path plans

#### Phase 2 (2040):

#### Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Coordinate with appropriate stakeholders to consider how the site plan's proposed shareduse path network connects to external shared-use path plans

#### Roadway Improvement Conditions to GRTA Notice of Decision:

Phase 1 (2025):

#### SR 6/Camp Creek Parkway at Airport Drive/Airport City Main Entrance

- Construct one eastbound SR 6/Camp Creek Parkway left turn bay approximately 300 feet in length, if approved by the Georgia Department of Transportation
- Construct one westbound SR 6/Camp Creek Parkway right turn bay approximately 250 feet in length, if approved by the Georgia Department of transportation
- If approved by the Georgia Department of Transportation, construct the southbound Main Entrance approach from the project to include:
  - One left turn bay approximately 500 feet in length
  - One right turn bay approximately 150 feet in length
  - One southbound through lane
- Restripe the northbound Airport Drive approach to convert the existing inner left turn lane to a dual left turn / through lane, if approved by the Georgia Department of Transportation.
- Add crosswalks to all intersection legs, if approved by the Georgia Department of Transportation

#### SR 6/Camp Creek Parkway at Conley Street/Convention Center

- Restripe pavement to add a second eastbound left turn lane on SR 6/Camp Creek Parkway, if approved by the Georgia Department of Transportation
- If approved by the Georgia Department of Transportation, construct the southbound approach to include:
  - o Dual left turn bays approximately 300 feet in length
  - o One right turn bay approximately 100 feet in length

o One through lane

Phase 2 (2040):

SR 6/Camp Creek Parkway at Airport Drive/Airport City Main Entrance

• Construct an additional eastbound SR 6/Camp Creek Parkway left turn bay approximately 300 feet in length, if approved by the Georgia Department of Transportation

#### Attachment B – Required Elements of the DRI Plan of Development

#### Conditions Related to Altering Site Plan after GRTA Notice of Decision:

The on-site development will be constructed materially (substantially) in accordance with the Site Plan. Changes to the Site Plan will not be considered material or substantial so long as the following conditions are included as part of any changes:

• All "Proposed Conditions of Approval to GRTA Notice of Decision" set forth in Attachment A are provided.

# Attachment C – Required Improvements to Serve the DRI

Pursuant to Section 1-201.R. of the *Procedures and Principles for GRTA Development of Regional Impact Review,* a "Required Improvement means a land transportation service [def. in Section 1-201.N] or access [def. in Section 1-201.A.] improvement which is necessary in order to provide a safe and efficient level of service to residents, employees and visitors of a proposed DRI."

The Required Improvements in the study network were identified in the Review Package as necessary to bring the level of service up to an applicable standard before the build-out of the proposed project. These requirements are identified in Sections 1 and 2 of this Attachment. Section 1 contains improvements that do not require GRTA approval at this time because they are to be constructed prior to the completion of the DRI Plan of Development. However, GRTA approval shall be required in the event state and/or federal funds are proposed at a later date to be used for any portion of the improvements described in Section 1. Section 2 contains improvements that require GRTA approval prior to the expenditure of state and/or federal funding. Subject to the conditions set forth in Attachment A and Attachment B, GRTA approves the expenditure of state/and or federal funding for the improvements contained in Section 2.

# Section 1:

# General Conditions of Approval to GRTA Notice of Decision:

Phase 1 (2025):

Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Construct sidewalks along the development frontage of SR 6 / Camp Creek Parkway
- Provide a bus pad located on the northern side of SR 6/ Camp Creek Parkway between the Main Entrance/Airport Drive and Conley Street. Coordinate with MARTA on the preferred exact location.
- Coordinate with appropriate stakeholders to consider how the site plan's proposed shareduse path network connects to external shared-use path plans

Phase 2 (2040):

# Pedestrian, Bicycle and Transit Facilities

- Provide pedestrian connectivity between all buildings and uses.
- Coordinate with appropriate stakeholders to consider how the site plan's proposed shareduse path network connects to external shared-use path plans

# Roadway Improvement Conditions to GRTA Notice of Decision:

Phase 1 (2025):

SR 6/Camp Creek Parkway at Airport Drive/Airport City Main Entrance

- Construct one eastbound SR 6/Camp Creek Parkway left turn bay approximately 300 feet in length, if approved by the Georgia Department of Transportation
- Construct one westbound SR 6/Camp Creek Parkway right turn bay approximately 250 feet in length, if approved by the Georgia Department of transportation

- If approved by the Georgia Department of Transportation, construct the southbound Main Entrance approach from the project to include:
  - One left turn bay approximately 500 feet in length
  - One right turn bay approximately 150 feet in length
  - o One southbound through lane
- Restripe the northbound Airport Drive approach to convert the existing inner left turn lane to a dual left turn / through lane, if approved by the Georgia Department of Transportation.
- Add crosswalks to all intersection legs, if approved by the Georgia Department of Transportation

SR 6/Camp Creek Parkway at Conley Street/Convention Center

- Restripe pavement to add a second eastbound left turn lane on SR 6/Camp Creek Parkway, if approved by the Georgia Department of Transportation
- If approved by the Georgia Department of Transportation, construct the southbound approach to include:
  - o Dual left turn bays approximately 300 feet in length
  - o One right turn bay approximately 100 feet in length
  - o One through lane

# Phase 2 (2040):

SR 6/Camp Creek Parkway at Airport Drive/Airport City Main Entrance

• Construct an additional eastbound SR 6/Camp Creek Parkway left turn bay approximately 300 feet in length, if approved by the Georgia Department of Transportation

# Section 2:

# Roadway Improvement Conditions to GRTA Notice of Decision:

Phase 1 (2025):

Washington Road at Fairway Drive

- Install a traffic signal, if and when warranted
- Construct a westbound left turn lane on Washington Road approximately 200 feet in length

# Columbia Avenue at Main Street

- Evaluate the feasibility of changing the Columbia Avenue combined right/left turn lane into one separate right turn lane and one separate left turn lane.
- Install a traffic signal, if and when warranted
- Add a crosswalk to the southern leg of the intersection

# SR 6/Camp Creek Parkway

• Evaluate and adjust signal timing along the corridor as necessary

# Phase 2 (2040):

# SR 6/Camp Creek Parkway

• Evaluate and adjust signal timing along the corridor as necessary

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# SR 6/Camp Creek Parkway at Washington Road

• Construct a second southbound right turn lane approximately 100 feet in length, if approved by the Georgia Department of Transportation



# SIX WEST DISTRICT PLANS

# **ARCHITECTURAL PATTERN BOOK**

in association with College Park Business and Industrial Development Authority

sizemoregroup

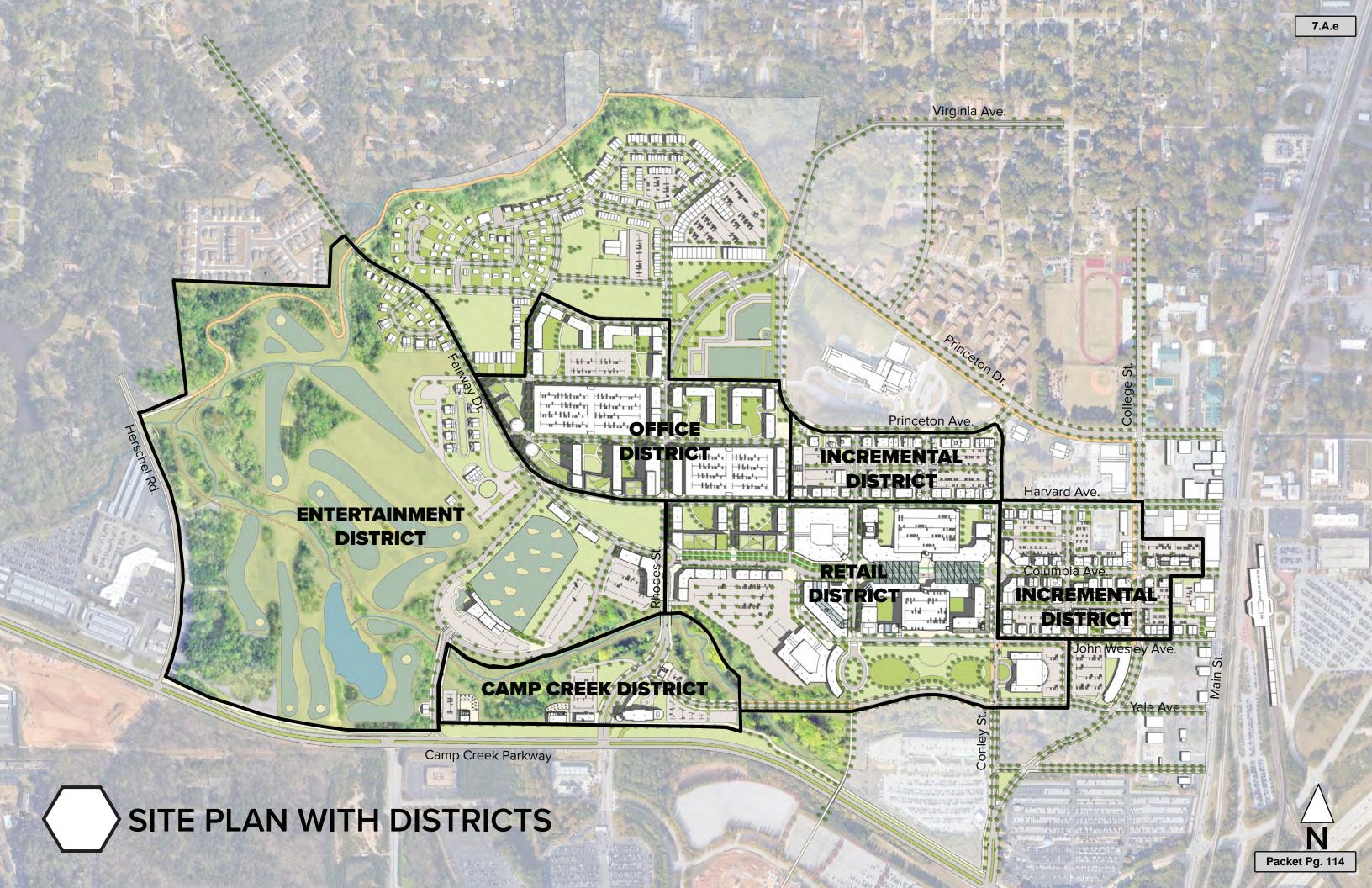
in association with VIRIDIAN STUDIOS, LONG ENGINEERING, & PALACIO COLLABORATIVE







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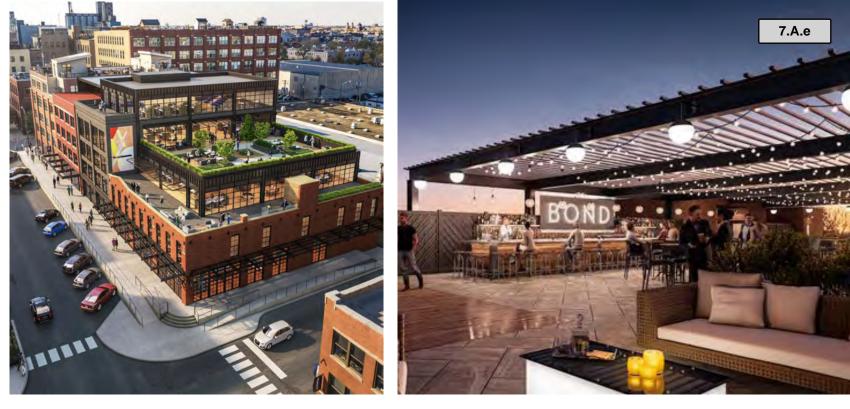


# DISTRIC CREEK CAMP +RETAIL

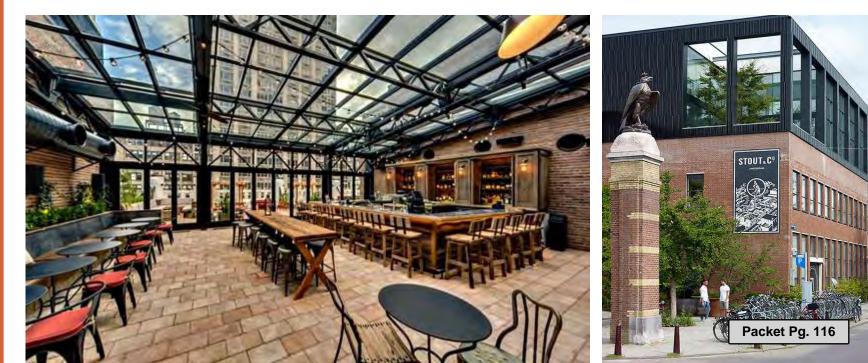




# DISTRIC CREEK CAMP +RETAIL

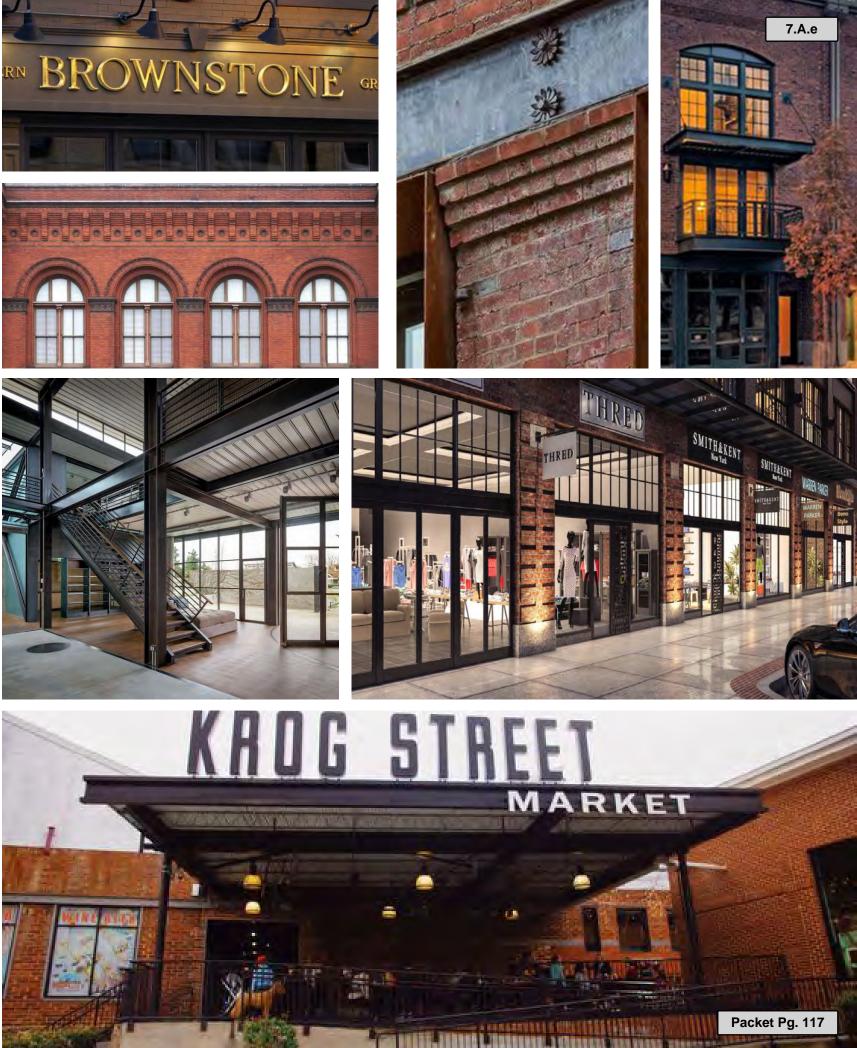


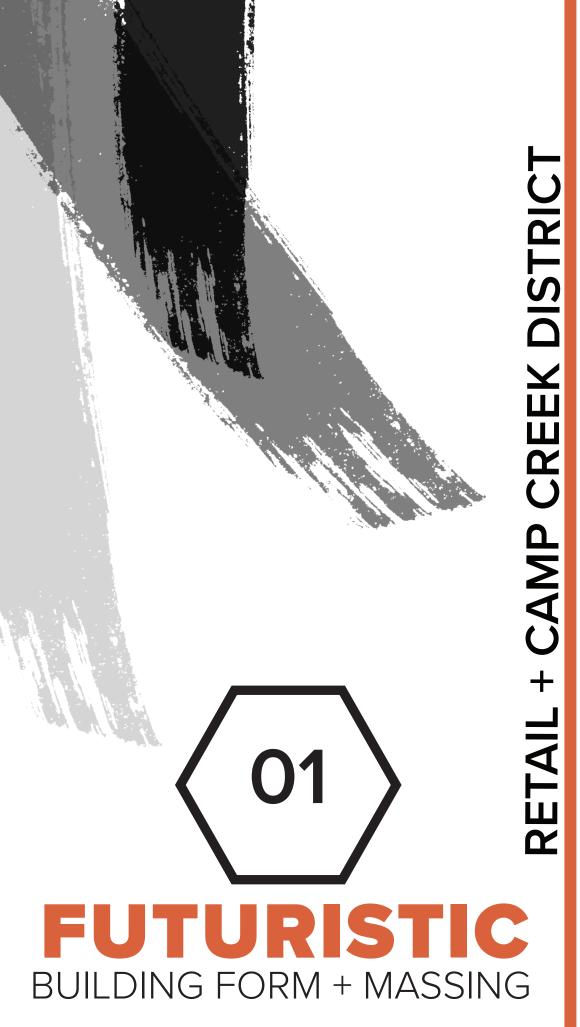




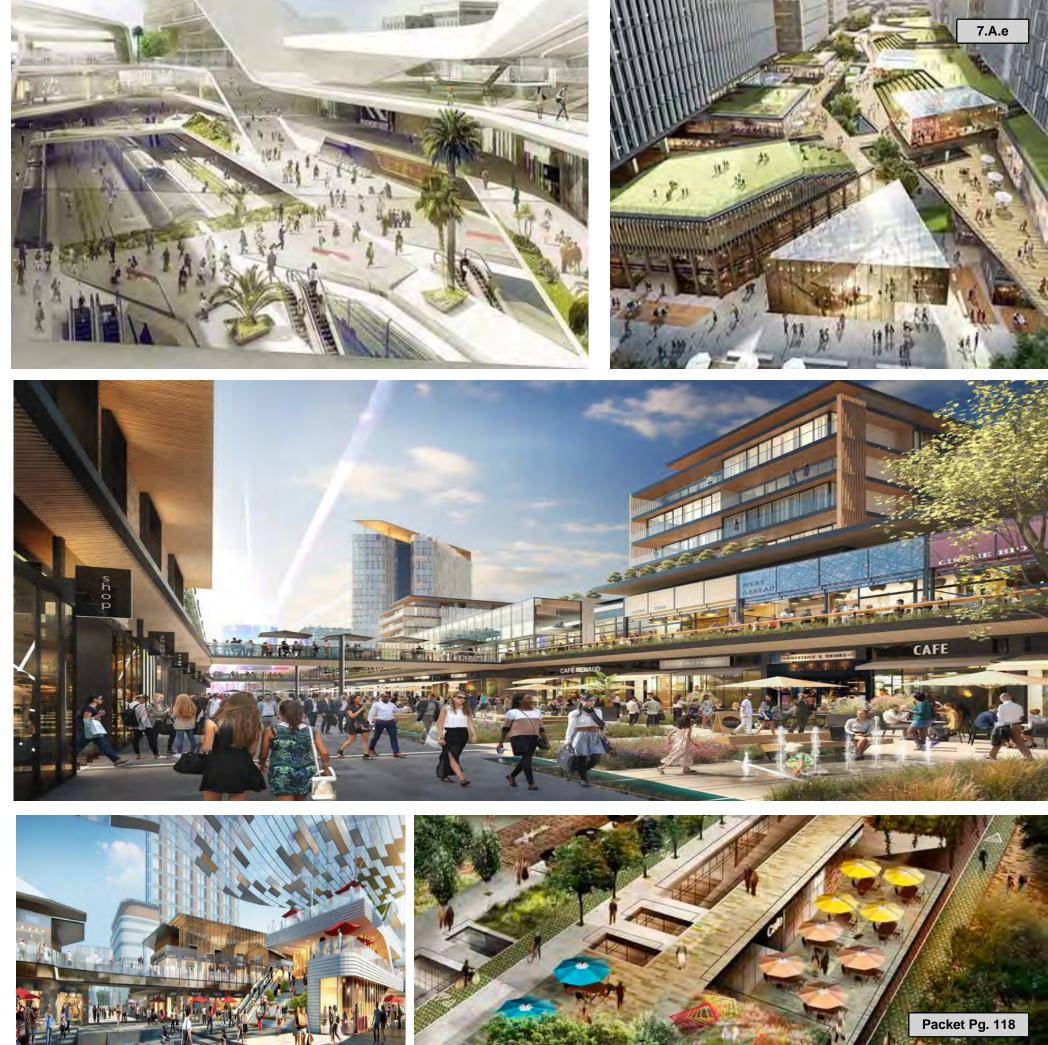


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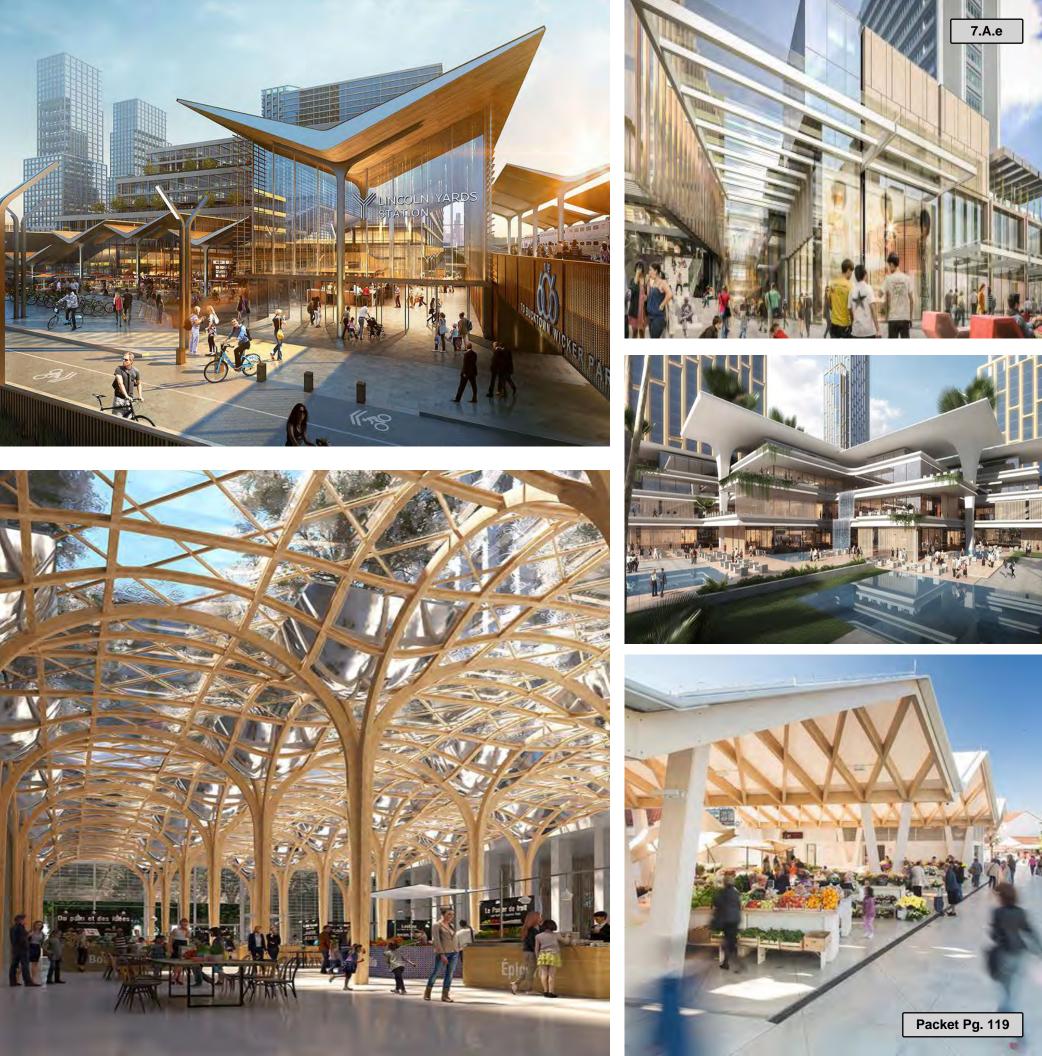




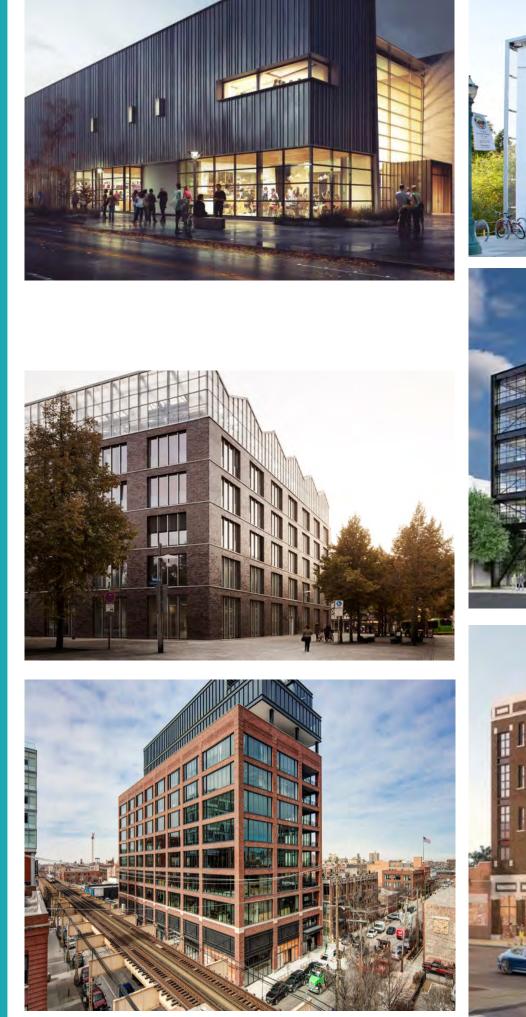












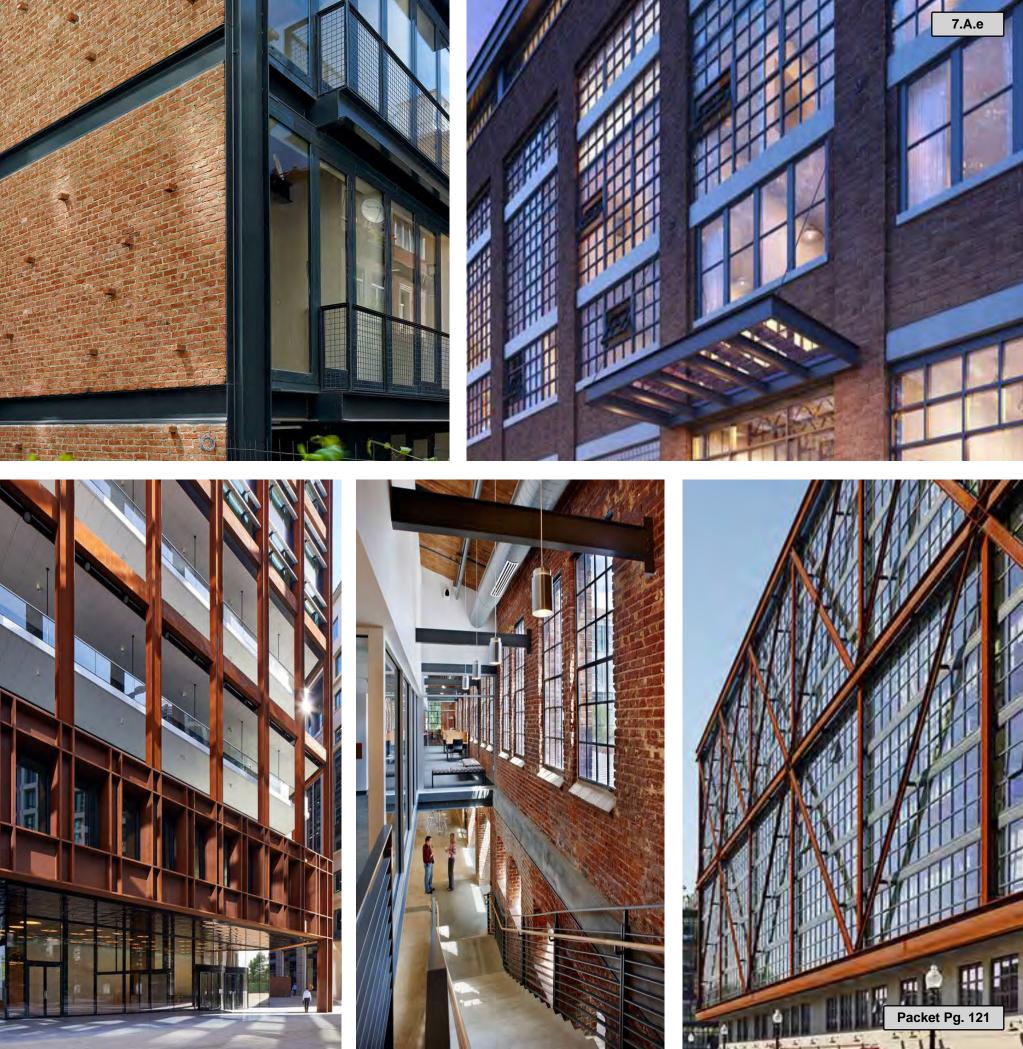




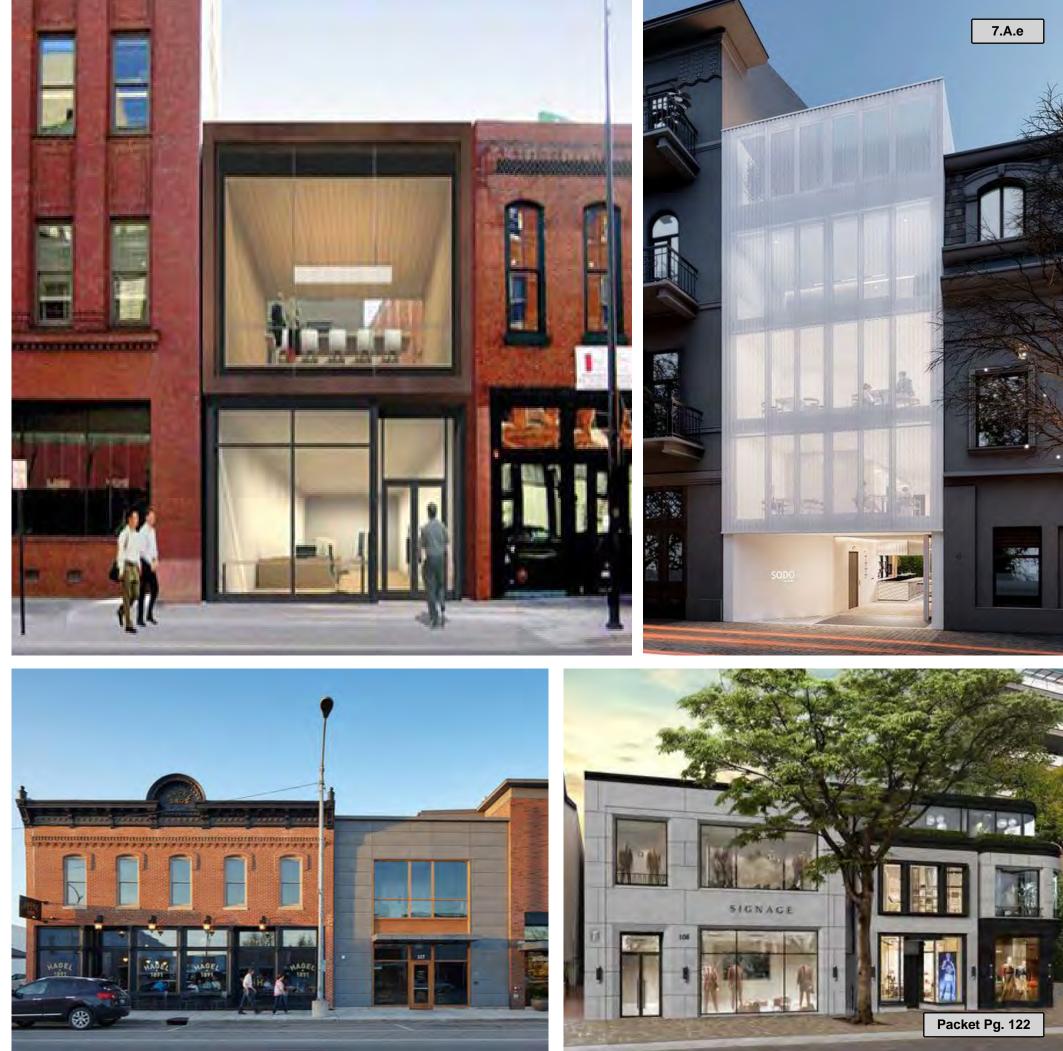


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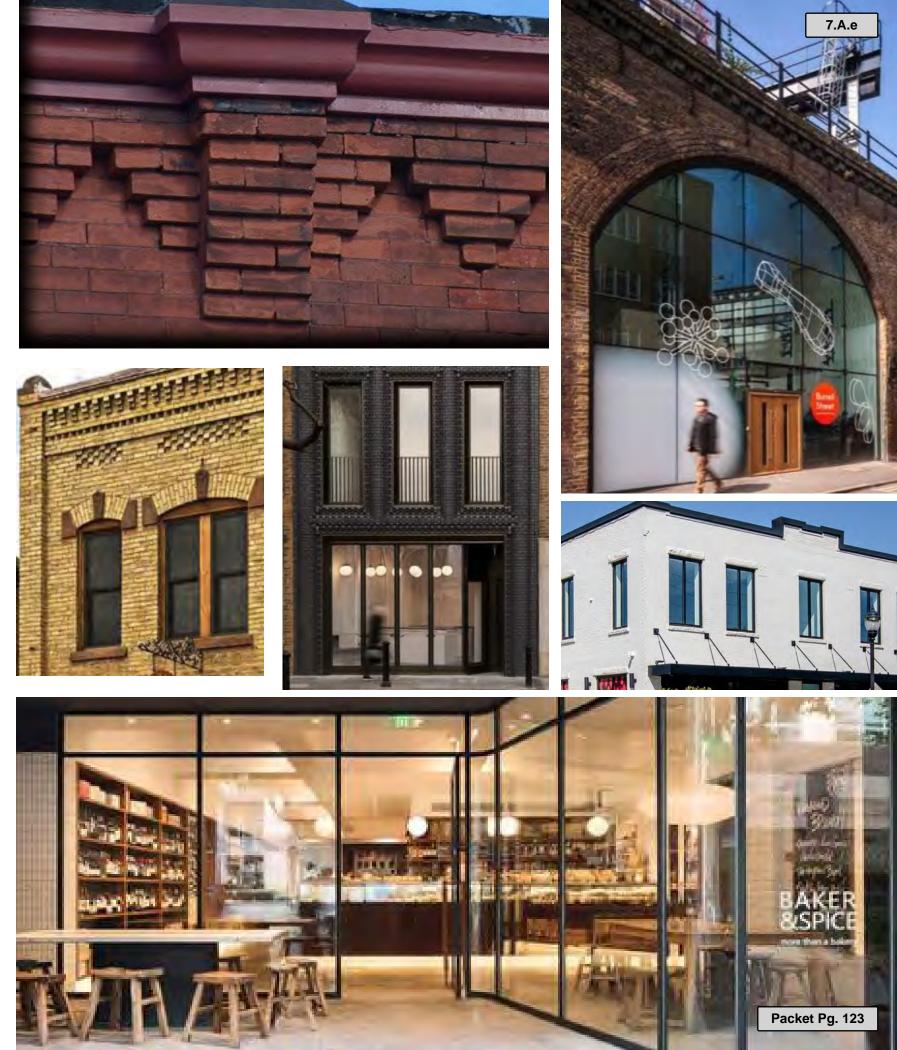




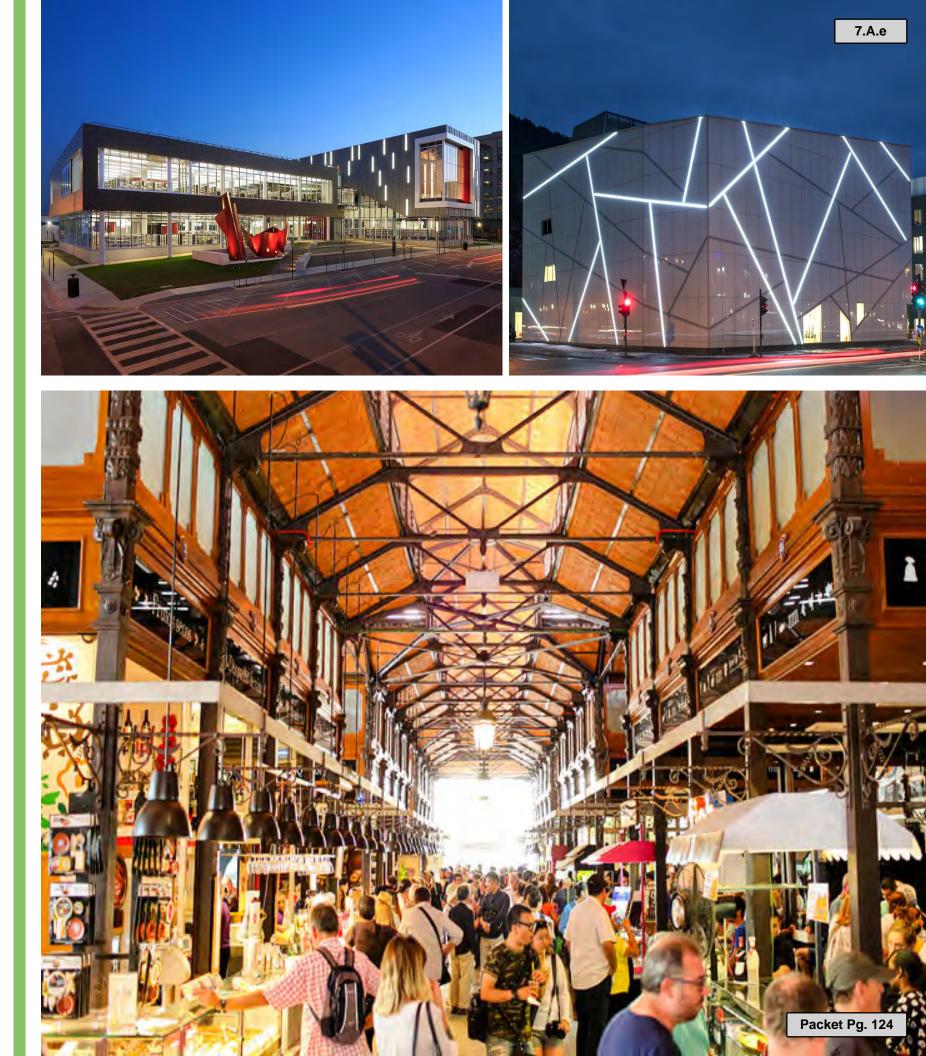


**BUILDING ELEMENTS** 

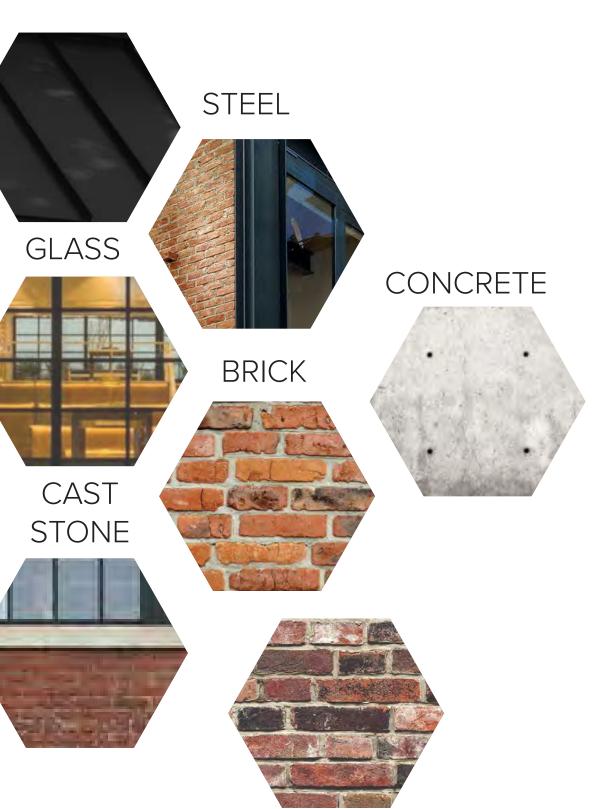
# DISTRICT **INCREMENTAL**





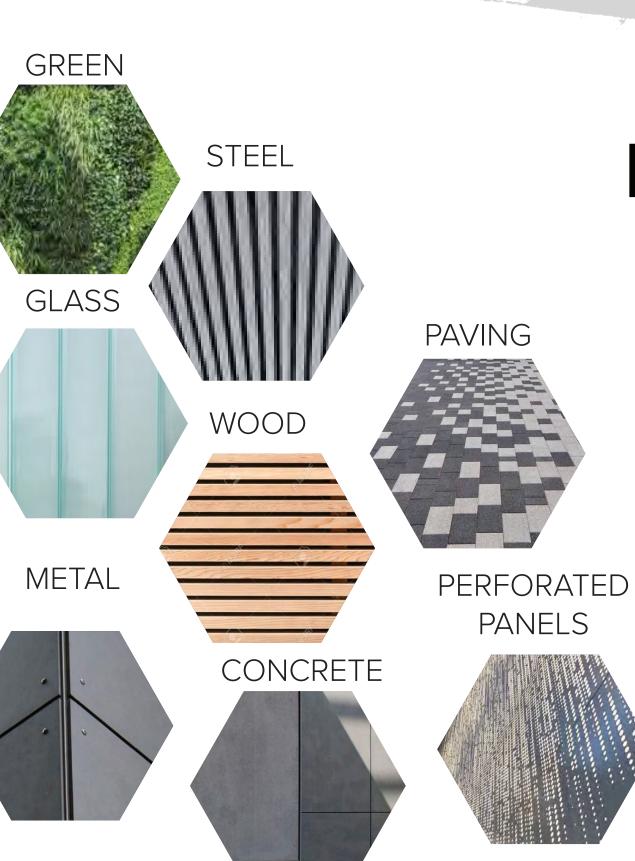






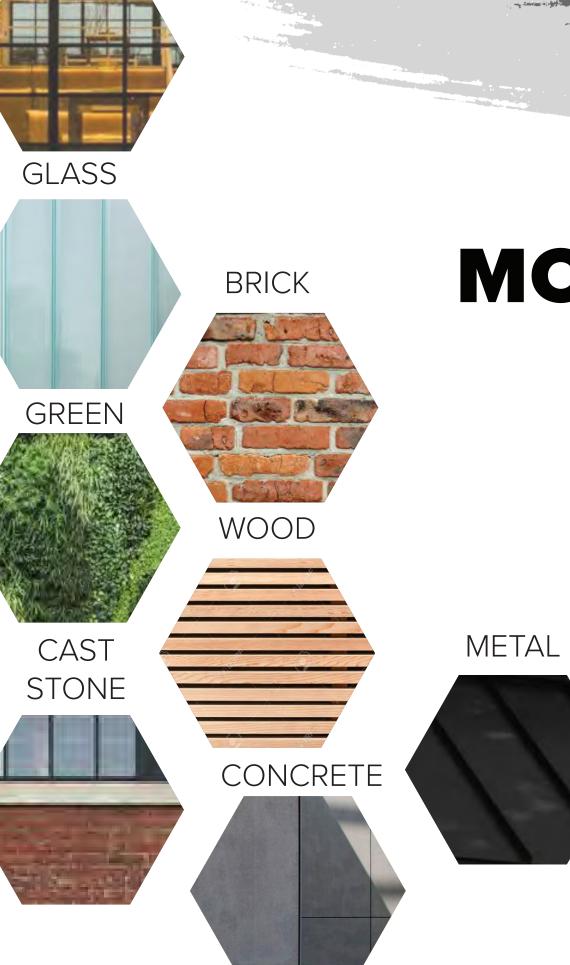
# **INDUSTRIAL** MATERIALS + COLOR





# **FUTURISTIC** MATERIALS + COLOR





# **MATERIALS + COLOR**

STEEL



# **STATE OF GEORGIA**

# **CITY OF COLLEGE PARK**

# RESOLUTION 2020-\_\_\_\_

A RESOLUTION TO AMEND THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE
 PARK, GEORGIA TO INCORPORATE THE AIRPORT CITY MASTER PLAN; TO PROVIDE
 FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER
 PURPOSES.

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

WHEREAS, the governing authority is responsible for maintaining the City's
Comprehensive Plan through plan amendments and regular updates to accurately current
community conditions and the community's goals and priorities for the future;

WHEREAS, a plan amendment occurs between plan updates and when the local
government determines that an amendment is necessary to address changing circumstances, which
may have detracted from the usefulness of the plan as a guide to local decision-making; and

WHEREAS, the governing authority adopted the City's Comprehensive Plan Update
(2016-2036) on November 7, 2016 ("Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan follows the Georgia Department of Community Affairs (DCA) Local Comprehensive Planning Framework. It addresses Housing, Economic Development, Transportation, Land Use, and Future Land Use elements. The primary goals of the Comprehensive Plan include: establishing Main Street and Virginia Avenue as Downtown College Park; becoming the Gateway to the Atlanta Region; linking College Park's neighborhoods to each

- 20 other and the rest of the region; improving branding, arts, and infrastructure; and promote recreational opportunities and sustainability at the same time. 21

WHEREAS, the Comprehensive Plan recognizes several assets in the City as opportunities 22 to accentuated and improved on over time, one of which includes connecting key areas of the City 23 with the mixed-use development around the Hartsfield-Jackson Atlanta International Airport 24 ("Airport") to work towards the creation of the "Airport City" concept included in the Aerotropolis 25 Alliance Blueprint.; and 26

WHEREAS, the City, led by the College Park Business & Industrial Development 27 28 Authority, and in partnership with the Atlanta Aerotropolis Alliance and several local organizations developed the Airport City Master Plan in accordance with the goals and objectives 29 provided in the Comprehensive Plan; and 30

**WHEREAS**, the governing authority approved the Airport City Master Plan on August 5, 31 2019 (Resolution No. 2019-21); and 32

33 **WHEREAS**, the governing authority has determined that it is necessary to amend the Comprehensive Plan is necessary to incorporate the approved Airport City Master Plan; and 34

WHEREAS, the incorporation of the Airport City Master Plan will ensure usefulness of 35 36 the Comprehensive Plan as a guide to local decision-making.

# NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED BY THE MAYOR 37 AND COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA that the City of College 38 39 Park, Georgia's Comprehensive Plan (2016-2036) is hereby amended as follows:

## The Section entitled "Opportunity" is hereby amended to include a new 40 Section 1. 41 subsection entitled "Airport City Master Plan". Said subsection shall be inserted immediately

- 42 following the subsection entitled "Atlanta Aerotropolis Alliance" and immediately preceding the
- 43 subsection entitled "Community Improvement Districts" and shall read as follows:
- 44

"AIRPORT CITY (SIX WEST) MASTER PLAN

Using the "Airport City" concept included in the Aerotropolis Blueprint as a resource, 45 College Park and its Business & Industrial Authority have worked to develop an Airport 46 City Master Plan, to create a publicly accessible, live, work, and play community and 47 global destination within the 320 acres of prime, greenfield land directly west of the 48 world's busiest airport, Hartsfield-Jackson Atlanta International Airport (HJAIA). The 49 Airport City planning and development process included evaluation of previous reports 50 and studies, existing conditions analysis, market understanding, stakeholder engagement, 51 and a thorough master plan development process. The Airport City Master Plan was 52 finalized and approved by the Mayor and City Council on August 5, 2019 and is 53 incorporated by reference herein. "Airport City" was subsequently re-branded and is also 54 known as "Six West"." 55

56

57 <u>Section 2.</u> (a) It is hereby declared to be the intention of the Mayor and Council that all 58 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their 59 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

60 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest 61 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this 62 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this 63 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the 64 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution 65 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this 66 Resolution.

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

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

76 Section 3. All resolutions and parts of resolutions in conflict herewith are hereby expressly
 77 repealed.

78 <u>Section 4.</u> The Preamble of this Resolution shall be considered to be and is fully
79 incorporated by reference herein.

80 <u>Section 5.</u> The effective date of this Resolution shall be the date of adoption unless
81 otherwise specified herein.

**RESOLVED** this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020.

# **CITY OF COLLEGE PARK, GEORGIA**

# BIANCA MOTLEY BROOM, Mayor

**ATTEST:** 

SHAVALA MOORE, City Clerk

**APPROVED AS TO FORM:** 

City Attorney

7.A.g
-------

StreetAddr	PARCEL_NO	StreetAddr	PARCEL_NO
1922 YALE AVE	14016100130084	2026 HARVARD AVE	14016100050951
1948 WEST HARVARD AVE	14016100050589	2027 COLUMBIA AVE	14016100040432
1949 COLUMBIA AVE	14016100050639	2027 HARVARD AVE	14016100040184
1951 COLUMBIA AVE	14016100050647	2032 COLUMBIA AVE	14016100080545
1952 WEST OGLETHORPE AVE	14016100130175	2036 COLUMBIA AVE	14016100080537
1953 COLUMBIA AVE	14016100050654	2037 COLUMBIA AVE	14016100040457
1954 HARVARD AVE	14016100050571	2040 HARVARD AVE	14016100040408
1955 COLUMBIA AVE	14016100050662	2043 COLUMBIA AVE	14016100040465
1956 WEST OGLETHORPE AVE	14016100130167	2044 HARVARD AVE	14016100040390
1957 WEST COLUMBIA AVE	14016100050670	2044 WEST PRINCETON AVE	14016100040580
1958 WEST HARVARD AVE	14016100050563	2045 COLUMBIA AVE	14016100040473
1958 YALE AVE	14016100130043	2048 JOHN WESLEY AVE	14016100080479
1959 COLUMBIA AVE	14016100050688	2049 W JOHN WESLEY AVE	14016100080370
1961 COLUMBIA AVE	14016100050803	2049 WEST YALE AVE	14016100080586
1966 YALE AVE	14016100130035	2050 WEST HARVARD AVE	14016100040382
1967 COLUMBIA AVE	14016100050704	2051 ROOSEVELT AVE	14019100080796
1967 WEST JOHN WESLEY AVE	14016100090254	2051 YALE AVE	14016100080289
1968 WEST OGLETHORPE AVE	14016100130142	2055 COLUMBIA AVE	14016100040481
1971 COLUMBIA AVE	14016100050712	2058 COLUMBIA AVE	14016100080099
1973 COLUMBIA AVE	14016100050720	2062 HARVARD AVE	14016100040358
1975 WEST OGLETHORPE AVE	14016100130027	2063 COLUMBIA AVE	14016100040499
1976 WEST OGLETHORPE AVE	14016100130241	2065 WEST JOHN WESLEY AVE	14016100080552
1977 COLUMBIA AVE	14016100050738	2065 YALE AVE	14016100080305
1980 COLUMBIA AVE	14016100090155	2066 HARVARD AVE	14016100040556
1980 COLUMBIA AVE	14016100090163	2068 COLUMBIA AVE	14016100080073
1982 WEST JOHN WESLEY AVE	14016100090379	2069 HARVARD AVE	14016100040200
1988 HARVARD AVE	14016100050449	2069 JOHN WESLEY AVE	14016100080529
1996 COLUMBIA AVE	14016100090080	2074 JOHN WESLEY AVE	14016100080206
1996 WEST HARVARD AVE	14016100050431	2082 PRINCETON AVE	14016100040036
1998 YALE AVE	14016100120069	2083 WEST HARVARD AVE	14016100040085
2000 COLUMBIA AVE	14016100090072	2084 PRINCETON AVE	14016100040028
2000 WEST HARVARD AVE	14016100050423	2087 COLUMBIA AVE	14016100040325
2001 COLUMBIA AVE	14016100050811	2088 HARVARD AVE	14016100040259
2004 COLUMBIA AVE	14016100090064	2088 WEST JOHN WESLEY AVE	14016100080180
2006 WEST HARVARD AVE	14016100050415	2092 COLUMBIA AVE	14016100080032
2006 WEST JOHN WESLEY AVE	14016100090320	2092 HARVARD AVE	14016100040242
2008 COLUMBIA AVE	14016100090056	2093 HARVARD AVE	14016100040101
2009 COLUMBIA AVE	14016100050480	2095 WEST JOHN WESLEY AVE	14016100080420
2010 HARVARD AVE	14016100050407	2096 COLUMBIA AVE	14016100080024
2012 COLUMBIA AVE	14016100090049	2096 PRINCETON AVE	14016100040010
2015 COLUMBIA AVE	14016100050498	2097 COLUMBIA AVE	14016100040598
2016 WEST HARVARD AVE	14016100050399	2097 HARVARD AVE	14016100040119
2020 COLUMBIA AVE	14016100090023	2098 HARVARD AVE	14016100040606
2020 WEST HARVARD AVE	14016100050381	2099 YALE AVE	14016100080222
2020 WEST JOHN WESLEY AVE	14016100090312	2100 COLUMBIA AVE	14016100080016
2024 COLUMBIA AVE	14016100090015	2100 WEST JOHN WESLEY AVE	14016100080461

2101 HARVARD AVE	14019200030196	2141 ROOSEVELT AVE	14019100080770
2101 WEST JOHN WESLEY AVE	14016100080438	2142 PRINCETON AVE	14019200030097
2102 HARVARD AVE	14019200030477	2143 HARVARD AVE	14019200030279
2102 WEST PRINCETON AVE	14019200030188	2143 PRINCETON AVE	14019200020601
2105 COLUMBIA AVE	14019200030923	2143 ROOSEVELT AVE	14019100080861
2106 COLUMBIA AVE	14019200030790	2144 COLUMBIA AVE	14019200030725
2106 HARVARD AVE	14019200030469	2145 COLUMBIA AVE	14019200030550
2106 W PRINCETON AVE	14019200030170	2145 ROOSEVELT AVE	14019100080788
2111 COLUMBIA AVE	14019200030907	2146 COLUMBIA AVE	14019200030717
2112 COLUMBIA AVE	14019200030782	2146 ROSS AVE	14019200020486
2112 PRINCETON AVE	14019200030162	2147 HARVARD AVE	14019200030287
2112 WEST HARVARD AVE	14019200030451	2147 REDWINE AVE	14019200020080
2113 WEST HARVARD AVE	14019200030212	2147 ROSS AVE	14019200020338
2117 COLUMBIA AVE	14019200030493	2147 WEST PRINCETON AVE	14019200020619
2118 COLUMBIA AVE	14019200030774	2148 PRINCETON AVE	14019200030089
2118 HARVARD AVE	14019200030444	2150 COLUMBIA AVE	14019200030709
2118 WEST PRINCETON AVE	14019200030154	2152 REDWINE AVE	14019200020213
2121 COLUMBIA AVE	14019200030501	2152 ROSS AVE	14019200020478
2121 ROSS AVE	14019200020288	2153 HARVARD AVE	14019200030295
2122 COLUMBIA AVE	14019200030766	2153 REDWINE AVE	14019200020072
2122 COLUMBIA AVE	14019200030766	2153 ROSS AVE	14019200020346
2122 PRINCETON AVE	14019200030147	2153 WEST PRINCETON AVE	14019200020627
2123 REDWINE AVE	14019200020130	2156 ROOSEVELT AVE	14019100080200
2123 WEST HARVARD AVE	14019200030238	2156 ROOSEVELT AVE	14019100080200
2123 WEST PRINCETON AVE	14019200020569	2156 ROSS AVE	14019200020460
2127 COLUMBIA AVE	14019200030816	2156 WEST PRINCETON AVE	14019200030063
2127 REDWINE AVE	14019200020122	2157 ROOSEVELT AVE	14019100080754
2127 WEST HARVARD AVE	14019200030246	2159 ROSS AVE	14019200020353
2127 WEST PRINCETON AVE	14019200020577	2159 WEST PRINCETON AVE	14019200020635
2128 HARVARD AVE	14019200030428	2161 ROOSEVELT AVE	14019100080747
2128 PRINCETON AVE	14019200030139	2161 WEST COLUMBIA AVE	14019200030584
2128 REDWINE AVE	14019200020262	2162 REDWINE AVE	14019200020197
2130 PRINCETON AVE	14019200030121	2162 ROSS AVE	14019200020452
2132 COLUMBIA AVE	14019200030741	2163 WEST PRINCETON AVE	14019200020643
2133 PRINCETON AVE	14019200020585	2165 ROSS AVE	14019200020361
2133 REDWINE AVE	14019200020726	2166 PRINCETON AVE	14019200030048
2133 WEST HARVARD AVE	14019200030253	2166 REDWINE AVE	14019200020189
2134 PRINCETON AVE	14019200030113	2166 ROSS AVE	14019200020445
2136 COLUMBIA AVE	14019200030733	2167 ROOSEVELT AVE	14019100080713
2136 ROSS AVE	14019200020502	2167 ROSS AVE	14019200020379
2136 WEST PRINCETON AVE	14019200030881	2167 WEST PRINCETON AVE	14019200020650
2137 COLUMBIA AVE	14019200030824	2169 WEST HARVARD AVE	14019200030329
2137 PRINCETON AVE	14019200020593	2171 REDWINE AVE	14019200020031
2137 ROSS AVE	14019200020700	2171 ROSS AVE	14019200020387
2137 WEST HARVARD AVE	14019200030261	2172 ROSS AVE	14019200020437
2140 ROSS AVE	14019200020494	2172 WEST PRINCETON AVE	14019200030030
2140 WEST PRINCETON AVE	14019200030899		

**Six West Parcels** 

WEST PRINCETON AVE

REDWINE AVE ROSS AVE COLUMBIA AVE REDWINE AVE HARVARD AVE PRINCETON AVE WEST PRINCETON AVE

ROSS AVE HARVARD AVE COLUMBIA AVE PRINCETON AVE REDWINE AVE ROSS AVE COLUMBIA AVE PRINCETON AVE

ROSS AVE REDWINE AVE

WEST HARVARD AVE WEST PRINCETON AVE

WEST COLUMBIA AVE

WEST PRINCETON AVE

ROSS AVE HARVARD AVE COLUMBIA AVE COLUMBIA AVE ROSS AVE REDWINE AVE PRINCETON AVE

HARVARD AVE PRINCETON AVE COLUMBIA AVE REDWINE AVE ROSS AVE

REDWINE AVE PRINCETON AVE REDWINE AVE REDWINE AVE PRINCETON AVE REDWINE AVE REDWINE AVE ROSS AVE REDWINE AVE ROSS AVE COLUMBIA AVE

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2173 COLUMBIA AVE	14019200030873	2211
2174 PRINCETON AVE	14019200030832	2213
2175 ROOSEVELT AVE	14019100080705	2214
2177 PRINCETON AVE	14019200020676	2215
2177 WEST HARVARD AVE	14019200030345	2215
2178 ROSS AVE	14019200020429	2216
2179 ROOSEVELT AVE	14019100080655	2216
2179 ROSS AVE	14019200020395	2217
2180 REDWINE AVE	14019200020163	2218
2180 ROSS AVE	14019200020411	2220
2181 HARVARD AVE	14019200030352	2221
2182 REDWINE AVE	14019200020155	2221
2183 REDWINE AVE	14019200020692	2221
2183 ROSS AVE	14019200020403	2222
2183 WEST PRINCETON AVE	14019200020684	2225
2185 COLUMBIA AVE	14019200040344	2225
2185 ROOSEVELT AVE	14019100080630	2228
2186 WEST HARVARD AVE	14019200040336	2229
2190 PRINCETON AVE	14019200040138	2230
2190 ROSS AVE	14019200010560	2230
2190 WEST HARVARD AVE	14019200040328	2233
2191 COLUMBIA AVE	14019200040351	2234
2191 ROOSEVELT AVE	14019100080622	2235
2194 HARVARD AVE	14019200040310	2236
2195 ROOSEVELT AVE	14019100080614	2238
2195 ROSS AVE	14019200010396	2239
2195 WEST PRINCETON AVE	14019200010578	2240
2196 PRINCETON AVE	14019200040120	2241
2197 REDWINE AVE	14019200010131	2241
2201 COLUMBIA AVE	14019200040377	2246
2201 COLUMBIA AVE	14019200040377	2247
2201 COLUMBIA AVE	14019200040377	2251
2201 COLUMBIA AVE	14019200040377	2252
2201 COLUMBIA AVE	14019200040377	2253
2201 PRINCETON AVE	14019200010586	2253
2201 REDWINE AVE	14019200010123	2256
2204 ROSS AVE	14019200010545	2256
2205 COLUMBIA AVE	14019200040385	2257
2205 REDWINE AVE	14019200010792	2260
2205 ROSS AVE	14019200010370	2261
2206 PRINCETON AVE	14019200040104	2263
2209 PRINCETON AVE	14019200010602	2264
2209 REDWINE AVE	14019200010107	2266
2210 HARVARD AVE	14019200040286	2267
2210 PRINCETON AVE	14019200040096	2267
2210 ROSS AVE	14019200010537	2268
2211 COLUMBIA AVE	14019200040393	2269

14019200010610
14019200010099
14019200010529
14019200040401
14019200010180
14019200040278
14019200040088
14019200010628
14019200010511
14019200040260
14019200040419
14019200010636
14019200010073
14019200010503
14019200040740
14019200010644
14019200010495
14019200010065
14019200040245
14019200040054
14019200040203
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14019200010040
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14019200010826
14019200010214
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14019200010339
14019200010222
14019200010438
14019200010321
14019200040526
14019200010701
14019200010842
14019200040229
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14019200040724
14019200010834
14019200010248
14019200010875

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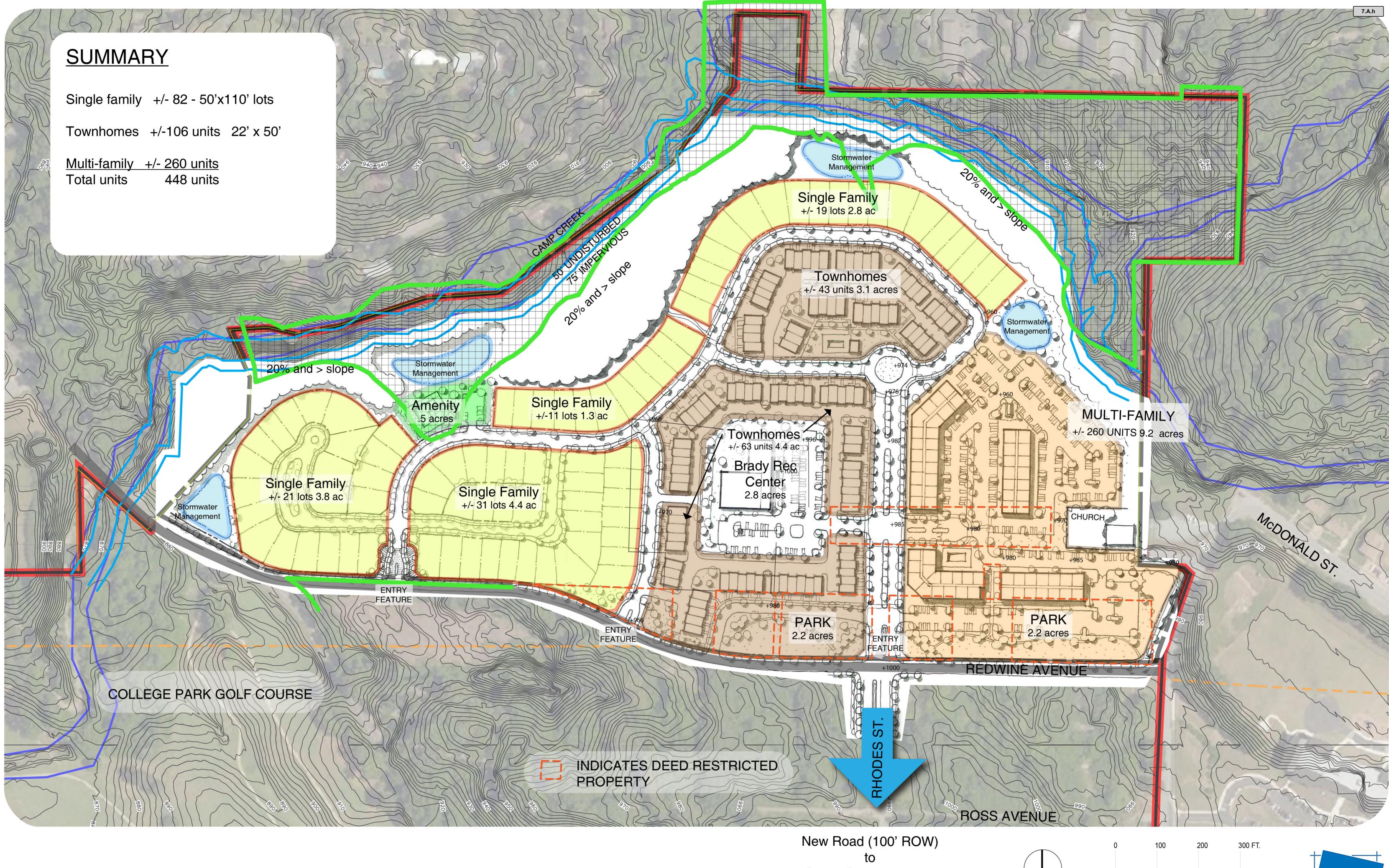
2271 ROSS AVE	14019200010297	3847 CONLEY ST	14016100090346
2272 REDWINE AVE	14019200010255	719 REDWINE AVE	14019200020205
2276 REDWINE AVE	14019200010263	739 WEST PRINCETON AVE	14019200030071
2277 ROSS AVE	14019200010289	841 PRINCETON AVE	14019200040039
3461 HARRIS DR	14019100050153	641 MINCETON AVE	14019200040039
3571 HARRIS DR	14019100080556		
3593 ROOSEVELT AVE	14019100080580		
3603 MC DONALD ST	14019100080380		
3629 RHODES ST	14019200020148		
3681 MC DONALD ST	14019200010130		
3699 RHODES ST	14019200020718		
3733 VICTORIA ST	14019200040140		
3737 VICTORIA ST	14016100050605		
3739 NAPOLEON ST	14016100040275		
3740 ATLANTA ST	14016100050944		
3740 CONLEY ST	14016100050787		
3741 NAPOLEON ST	14016100040507		
3741 VICTORIA ST	14016100050613		
3744 CONLEY ST	14016100050779		
3745 ATLANTA ST	14016100040424		
3748 CONLEY ST	14016100050761		
3748 PERKINS DR	14019200040716		
3752 CONLEY ST	14016100050753		
3758 CONLEY ST	14016100050746		
3767 PERKINS DR	14019200040534		
3767 PERKINS DR	14019200040567		
3772 RHODES ST	140192LL0232		
3775 PERKINS DR	14019200040542		
3777 PERKINS DR	14019200040575		
3780 PERKINS DR	14019200040583		
3781 VICTORIA ST	14016100090452		
3783 PERKINS DR	14019200050160		
3784 PERKINS DR	14019200040559		
3784 PERKINS DR	14019200050020		
3785 PERKINS DR	14019200050194		
3786 PERKINS DR	14019200050046		
3787 PERKINS DR	14019200050079		
3787 VICTORIA ST	14016100090197		
3788 PERKINS DR	14019200050145		
3789 PERKINS DR	14019200050087		
3790 PERKINS DR	14019200050152		
3792 NAPOLEON ST	14016100080081		
3793 VICTORIA ST	14016100090205		
3798 NAPOLEON ST	14016100080362		
3800 HERSCHEL RD	14019300020360		
3845 CONLEY ST	14016100090338		

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StreetAddr	PARCEL_NO	StreetAddr	PARCEL_NO
0 CAMP CREEK PKWY REAR	140192LL0174	0 REDWINE AVE	14019200020049
0 COLLEGE ST	14016100130100	0 REDWINE AVE	14019200020056
0 COLLEGE ST	14016100130225	0 REDWINE AVE	14019200020171
0 COLLEGE ST	14016100130290	0 REDWINE AVE	14019200020270
0 COLLEGE ST	14016100130308	0 REDWINE AVE REAR	14019200010859
0 COLUMBIA AVE	14016100040309	0 ROOSEVELT AVE	14019100080143
0 COLUMBIA AVE	14016100040317	0 ROOSEVELT AVE	14019100080176
0 COLUMBIA AVE	14016100050456	0 ROOSEVELT AVE	14019100080184
0 COLUMBIA AVE	14016100050506	0 ROOSEVELT AVE	14019100080192
0 COLUMBIA AVE	14016100050514	0 ROOSEVELT AVE	14019100080218
0 COLUMBIA AVE	14016100080107	0 ROOSEVELT AVE	14019100080226
0 COLUMBIA AVE	14016100080214	0 ROOSEVELT AVE	14019100080234
0 COLUMBIA AVE	14016100090031	0 ROOSEVELT AVE	14019100080242
0 CONLEY ST	14016100050795	0 ROOSEVELT AVE	14019100080259
0 FAIRWAY DR	14019100060319	0 ROOSEVELT AVE	14019100080259
0 FAIRWAY DR	14019100060541	0 ROOSEVELT AVE	14019100080267
0 FAIRWAY DR	140192LL0166	0 ROOSEVELT AVE	14019100080275
0 HARRIS DR	14019100080473	0 ROOSEVELT AVE	14019100080606
0 HARRIS DR	14019100080598	0 ROOSEVELT AVE	14019100080903
0 HARRIS DR	14019100080895	0 ROOSEVELT AVE REAR	14019100080051
0 HARVARD AVE	14016100040564	0 ROSS AVE	14019200010347
0 HARVARD AVE	14019200040211	0 ROSS AVE	14019200010354
0 HARVARD AVE	14019200040211	0 ROSS AVE	14019200010362
0 JOHN WESLEY AVE	14016100080487	0 ROSS AVE	14019200010388
0 JOHN WESLEY AVE	14016100170072	0 ROSS AVE	14019200010404
0 MC DONALD AVE	14019100080937	0 ROSS AVE	14019200010412
0 MC DONALD ST	14019100080887	0 ROSS AVE	14019200010420
0 NAPOLEON ST	14016100080594	0 ROSS AVE	14019200010446
0 NAPOLEON ST	14016100080610	0 ROSS AVE	14019200010453
0 NORTH ATLANTA ST	14016100040176	0 ROSS AVE	14019200010453
0 NORTHWEST DR	13000500020204	0 ROSS AVE	14019200010453
0 OGLETHORPE AVE	14016100120432	0 ROSS AVE	14019200010461
0 PRINCETON AVE	14019200010735	0 ROSS AVE	14019200010487
0 PRINCETON AVE	14019200010743	0 ROSS AVE	14019200010552
0 PRINCETON AVE	14019200040013	0 ROSS AVE	14019200020296
0 PRINCETON AVE	14019200040021	0 ROSS AVE	14019200020510
0 REDWINE AVE	14019100060327	0 ROSS AVE	14019200020528
0 REDWINE AVE	14019200010016	0 ROSS AVE	14019200020536
0 REDWINE AVE	14019200010057	0 ROSS AVE REAR	14019200010867
0 REDWINE AVE	14019200010149	0 S NAPOLEON ST	14016100080321
0 REDWINE AVE	14019200010164	0 S NAPOLEON ST	14016100080404
0 REDWINE AVE	14019200010172	0 S NAPOLEON ST	14016100080412
0 REDWINE AVE	14019200010230	0 S VICTORIA ST	14016100090213
0 REDWINE AVE	14019200010750	0 SOUTH CONLEY ST	14016100130258
0 REDWINE AVE	14019200010800	0 SOUTH CONLEY ST	14016100130266
0 REDWINE AVE	14019200010818	0 SOUTH VICTORIA ST	14016100050886

0 W JOHN WESLEY	14016100080263	0 WEST HARVARD AVE	14019200040252
0 W JOHN WESLEY	14016100080453	0 WEST HARVARD AVE	14019200040732
0 W JOHN WESLEY	14016100090239	0 WEST HARVARD AVE	14019200040765
0 W JOHN WESLEY	14016100090270	0 WEST JOHN WESLEY	14016100090387
0 W JOHN WESLEY	14016100090288	0 WEST JOHN WESLEY AVE	14016100080172
0 W YALE	14016100080297	0 WEST JOHN WESLEY AVE	14016100080198
0 W YALE	14016100080354	0 WEST JOHN WESLEY AVE	14016100080230
0 W YALE	14016100130068	0 WEST JOHN WESLEY AVE	14016100080248
0 W YALE AVE	14016100080339	0 WEST JOHN WESLEY AVE	14016100080388
0 WEST COLUMBIA AVE	14016100040333	0 WEST JOHN WESLEY AVE	14016100080495
0 WEST COLUMBIA AVE	14016100040440	0 WEST JOHN WESLEY AVE	14016100080560
0 WEST COLUMBIA AVE	14016100050696	0 WEST JOHN WESLEY AVE	14016100080602
0 WEST COLUMBIA AVE	14016100080040	0 WEST JOHN WESLEY AVE	14016100090098
0 WEST COLUMBIA AVE	14016100090148	0 WEST JOHN WESLEY AVE	14016100090130
0 WEST COLUMBIA AVE	14019200030568	0 WEST JOHN WESLEY AVE	14016100090221
0 WEST COLUMBIA AVE	14019200030576	0 WEST JOHN WESLEY AVE	14016100090247
0 WEST COLUMBIA AVE	14019200030683	0 WEST JOHN WESLEY AVE	14016100090262
0 WEST COLUMBIA AVE	14019200030691	0 WEST JOHN WESLEY AVE	14016100090296
0 WEST COLUMBIA AVE	14019200030758	0 WEST JOHN WESLEY AVE	14016100090304
0 WEST COLUMBIA AVE	14019200030808	0 WEST JOHN WESLEY AVE	14016100090361
0 WEST COLUMBIA AVE	14019200030865	0 WEST JOHN WESLEY AVE	14016100090395
0 WEST COLUMBIA AVE	14019200040369	0 WEST JOHN WESLEY AVE	14016100090403
0 WEST COLUMBIA AVE R	14016100050894	0 WEST JOHN WESLEY AVE	14016100090411
0 WEST HARVARD AVE	14016100040093	0 WEST OGLETHORPE AVE	14016100120044
0 WEST HARVARD AVE	14016100040267	0 WEST OGLETHORPE AVE	14016100120051
0 WEST HARVARD AVE	14016100040374	0 WEST OGLETHORPE AVE	14016100120291
0 WEST HARVARD AVE	14016100040416	0 WEST OGLETHORPE AVE	14016100130159
0 WEST HARVARD AVE	14016100040549	0 WEST OGLETHORPE AVE	14016100130217
0 WEST HARVARD AVE	14016100050522	0 WEST OGLETHORPE AVE	14016100130233
0 WEST HARVARD AVE	14016100050530	0 WEST OXFORD AVE	14016100130118
0 WEST HARVARD AVE	14016100050548	0 WEST OXFORD AVE	14016100130191
0 WEST HARVARD AVE	14016100050878	0 WEST OXFORD AVE	14016100130209
0 WEST HARVARD AVE	14016100050969	0 WEST OXFORD AVE	14016100130274
0 WEST HARVARD AVE	14016100050977	0 WEST OXFORD AVE	14016100130282
0 WEST HARVARD AVE	14019200030220	0 WEST PRINCETON AVE	14019200010594
0 WEST HARVARD AVE	14019200030337	0 WEST PRINCETON AVE	14019200010651
0 WEST HARVARD AVE	14019200030402	0 WEST PRINCETON AVE	14019200010677
0 WEST HARVARD AVE	14019200030410	0 WEST PRINCETON AVE	14019200020668
0 WEST HARVARD AVE	14019200030436	0 WEST PRINCETON AVE	14019200030055
0 WEST HARVARD AVE	14019200030840	0 WEST PRINCETON AVE	14019200040062
0 WEST HARVARD AVE	14019200030840	0 WEST PRINCETON AVE	14019200040070
0 WEST HARVARD AVE	14019200030931	0 WEST PRINCETON AVE	14019200040112
0 WEST HARVARD AVE	14019200030949	0 WEST PRINCETON AVE	14019200040112
0 WEST HARVARD AVE	14019200030956	0 WEST YALE AVE	14016100080578
0 WEST HARVARD AVE	14019200040237	0 WEST YALE AVE	14016100120283
0 WEST HARVARD AVE	14019200040237	0 WEST YALE AVE	14016100130050

0 WEST YALE AVE REAR	14016100080503
0 YALE AVE	14016100080347
0 YALE AVE	14016100090353
0 YALE AVE	14016100090460
0 YALE AVE	14016100090478
0 YALE AVE	14016100130076
0 YALE AVE	140161LL0270
0 YALE AVE	140161LL0288
0 YALE AVE	140161LL0320



# Southeast Capital Companies - Airport City College Park, GA

Camp Creek Parkway

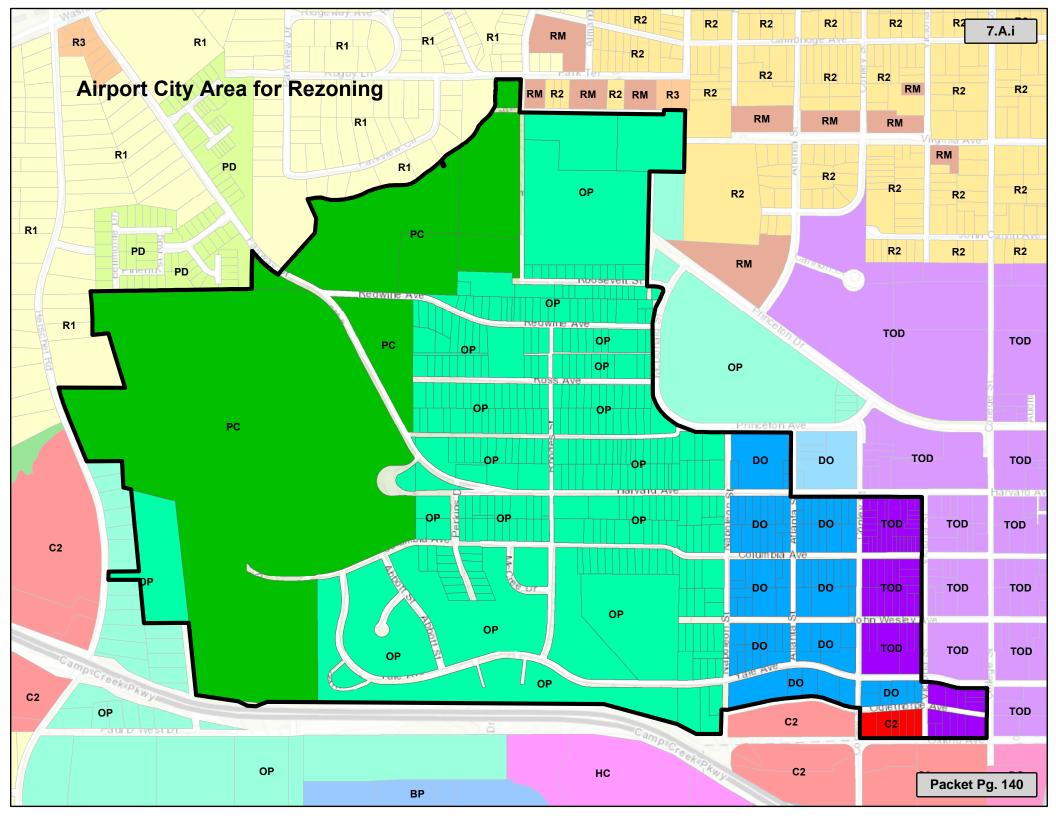


LANDSCAPE ARCHITECTURE DESIGN PLANNING

SCALE: 1" = 100'

NORTH

Sept. 30, 2019



# **STATE OF GEORGIA**

# **CITY OF COLLEGE PARK**

# ORDINANCE 2020-\_\_\_\_

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK, 1 GEORGIA BY REZONING THOSE CERTAIN PARCELS OF REAL PROPERTY 2 CONSISTING OF 311.91 +/- ACRES LOCATED WITHIN THE DEVELOPMENT AREA 3 DEFINED IN THE AIRPORT CITY MASTER PLAN; TO PROVIDE FOR SEVERABILITY; 4 TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND 5 6 FOR OTHER PURPOSES. WHEREAS, the governing authority of the City of College Park, Georgia (the "City") is 7 the Mayor and Council thereof; 8 **WHEREAS**, the governing authority of the City has considered the criteria of a rezoning 9 request, provided in Section 14.11 ("Zoning Amendment Process (ZA)") of Article 14 10 ("Processes, Permits, and Fees") in Appendix A ("Zoning") of the Code of Ordinances, City of 11 College Park, Georgia; and 12 WHEREAS, the governing authority approved the Airport City Master Plan on August 13 14 5, 2019, which development area includes those certain parcels of real property consisting of 311.91 acres +/- of land ("Six West Parcels") as further described by the street addresses and tax 15 parcel identification numbers listed on Exhibit "A" attached hereto and incorporated by reference 16 17 herein; and WHEREAS, a map of the development area and the current zoning classifications for the 18

19 Six West Parcels is included on Exhibit "B" attached hereto and incorporated by reference
20 herein; and

21	WHEREAS, the governing authority desires to rezone the Six West Parcels from their
22	current zoning classifications to a mixed-use Planned Development District- Commercial ("PD-
23	C") subject to certain conditions and the district standards included in the Six West District Plans
24	and in Exhibit "C" attached hereto and incorporated by reference herein; and
25	WHEREAS, the City has complied with the notice and hearing requirements pursuant to
26	O.C.G.A. § 36-66-1 <i>et seq</i> .; and
27	WHEREAS, the health, safety and welfare of the citizens of the City will be positively
28	impacted by the adoption of this Ordinance.
29	BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF
30	THE CITY OF COLLEGE PARK, GEORGIA, and by the authority thereof:
31	Section 1. The Six West Parcels are hereby rezoned to the zoning designation of Planned
32	Development District- Commercial ("PD-C"), as said designation is described in Appendix A
33	("Zoning") of the Code of Ordinances, City of College Park, Georgia. The Six West Parcels shall
34	be subject to the district standards included in Exhibit "C" and the following conditions:
35	(1) Development shall substantially comply with the conceptual site plan and
36	recommendations included in the Six West District Plans which execute the Airport
37	City Master Plan approved by Mayor and Council on August 4, 2019,
38	(2) Development shall comply with the General Conditions of Approval, Roadway
39	Improvement Conditions, and Conditions Related to Altering Site Plan, required by
40	the Georgia Regional Transportation Authority (GRTA) attached hereto as Exhibit
41	"D" and incorporated by reference herein; and
42	(3) All development plans shall be reviewed by the City Planner and City Engineer for
43	compliance with the approved District Standards before building permits are issued.

44 Section 2. The rezoning indicated in Section 1 herein shall be noted on the official City 45 of College Park Zoning Map approved by the governing authority as soon as reasonably 46 practicable following adoption of this Ordinance, along with an editorial note on the official City 47 of College Park Zoning Map specifying the area affected by this Ordinance and the date of 48 adoption of this Ordinance.

# 49 <u>Section 3.</u> The preamble of this Ordinance shall be considered to be and is hereby 50 incorporated by reference as if fully set out herein.

51 <u>Section 4.</u> (a) It is hereby declared to be the intention of the Mayor and Council that all
52 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
53 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

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sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,
enforceable and of full force and effect.

70 <u>Section 5.</u> All ordinances and parts of ordinances in conflict herewith are hereby
71 expressly repealed.

Section 6. Penalties in effect for violations of the Zoning Ordinance of the City of
 College Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby
 made applicable to this Ordinance and shall remain in full force and effect.

75 <u>Section 7.</u> The effective date of this Ordinance shall be the date of adoption unless
76 otherwise specified herein.

**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

# LIST OF SIX WEST PARCELS

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# EXHIBIT B

# MAP OF PARCELS AND CURRENT ZONING

# EXHIBIT C

# DISTRICT DEVELOPMENT STANDARDS

# EXHIBIT D

# **GRTA CONDITIONS**

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**District Development Standards** 

**SECTION 1. Applicability**. These standards apply to all properties rezoned within the PD-Commercial district known as "Six West," as a condition of the zoning approved by the City of College Park City Council on **July 20, 2020**. Individual development proposals may petition for zoning condition modifications for City Council consideration. Amendments to add illustrative diagrams to this document may be made administratively by City Staff to execute the District Plans but shall not alter substance or intent. Certain minor waivers may be granted administratively by City Planner with consultation of City Engineer as identified herein. Where subject matters are not addressed by the adopted District Plansor these District Standards, Article 4 – Planned Development standards shall govern.

**SECTION 2. District Plans.** Development proposals shall meet the intent of the most recently adopted Sx West District Plans, as may be amended from time to time. The District Plans include a Ste Plan with conceptual configuration of development by type and roads which regulate road design and guide building placement and massing. The rezoning establishes the following districts for the Sx West project:

Residential	Entertainment	
Office	Retail	
Incremental	Camp Creek (Hotel)	

#### SECTION 3. Dimensional Standards and Uses

	Building Standards						Categories of Uses	
Districts	Setbacks			Heights	Open			
DISTICLS	Front	Supplemental Zone****	Side	Rear	See FAA note *****	Space	Primary	Secondary
Retail	0'*	Street Typical; 20% of block	20' max**	20' min.	125' max	15%	Retail, Restaurants, Entertainment; Cultural Centers	Office, Hotel, Recreation
Incremental	0'*	Street Typical; 20% of block	20' max**	20' min***	50' max	10%	Retail, Restaurants, Office, Entertainment	Hotel, Art studios/galleries
Golf Entertainment	0'*	NA	20' max	20' min	220' max	15%	Entertainment, Golf Course/Club House, Hotel	Retail, Residential, Recreation
Camp Creek Frontage	0'*	Street Typical	20' max	20' min	220' max	15%	Hotel, Restaurants, Retail	Office
Office	0'*	Street Typical; 20% of block	20' max	20' min	220' max	15%	Office	Retail, Restaurant
SF-D Residentia	15'	NA	7' min	20' min	-	20% overall site	Residential	Recreation, Retail

#### Notes to Dimensional Table:

Specific uses shall be allowed as provided under the City of College Park HC, OD, C1 and TOD zoning districts

\* Setback measured from Street Section for proposed Right-of-Way limits within District Plan

\* Corner Condition: Buildings at corner should provide main entrance at the corner with special treatment, such as chamfered or rotunda entrance, as approved City Planner

#### Notes to Dimensional Table, Cont'd:

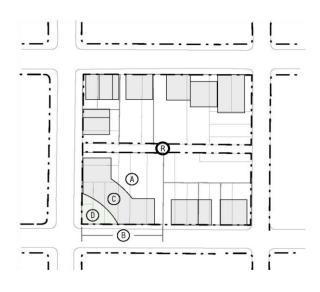
\*\* Alleys: Allow minimum 20' alley access between buildings at a minimum of 1 location per block; land owner is responsible for a minimum of 10' if located within the identified "alley zone" on a given block. Applicants not providing alley shall provide supplemental zones or planted side yards to vary pedestrian experience and active side walks for public use.

\*\*\* Incremental District parking shall be accessed by a new 20' minimum wide public alley in the center area "alley zone" of the block. Redevelopment within two blocks of Main Street may be eligible for waiver. \*\*\*\* Supplemental Zone shall be provided for a minimum of 20% of each block; additional standards Section 4 \*\*\*\*\* Height limits are to be determined by site in accordance with FAA regulations. The maximum heights are an average of each districts maximum allowable height per Szemore Group's interpretation of FAA requirements and existing topographic analysis. Rules and regulations should be coordinated and verified with the FAA.

**Residential District**. Development shall follow the site plan and representative housing styles as provided for in **Attachment "A"**, allowing for multi-family and single-family housing types. Waivers may be considered and granted by City Planner with City Engineer advising to accommodate field conditions or to reduce the number of units proposed. Building materials shall be brick, stone, stucco and/or hardi-plank and garages shall not be permitted to extend in front of the front building façade or otherwise dominate the façade.

*Incremental District.* The following diagram illustrates additional requirements. Access requirements may vary with City Planner and City Engineer approval, dependingon phasing of public alley construction.

# DISTRIST REGULATION DIAGRAM | INCREMENTAL ZONE





133	
LJJJULS LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJJEL LJE	
e vis	
	20

Incremer	Incremental District Regulations
Lot Controls	
A. Lot Area	3,000 sf min
B. Lot Width	30' min
C. Lot Coverage	N/A
D. Open Space	10% min
E. Build-to-Zone	80% primary street / 40% secondary street
Setbacks	
F. Front Setback	0' min/20' max
G. Side Setback	20' max
H. Rear Setback	20' min
I. Sidewalk	Based on District Plan Street Sections
Building Height	
J. Building Height	50' max
K. Ground Story Height	14'
L. Upper Story Height	ō.
Transparency	
M. Ground floor	60% primary/30% secondary min
N. Upper Stories	20% min
O. Blank Wall Area	20' primary/40' secondary min
Pedestrian Access	
P. Street Facing Entrance	Required
Q. Entrance Spacing	50' max
Vehicle Access	
R. Access from alley	Required
S. Drive-thrus	Not permitted
Parking Location	
T All off streat soulding anoson	
1. All UIT-SUEEL PAININg spaces must he hehind or enclosed	
by the principal building and	
not be visible from the right-	
of-way of the Primary Street.	

#### 7.A.k

#### SECTION 4. Building, Architecture and Massing Standards.

*Lot Coverage.* Single-family Detached Residential lot coverage shall not exceed 60%; Single-family Attached Residential shall not exceed 75%.

**Transitions.** Development adjacent to Residential Districts shall have no roof height that exceeds 40 feet when located within 50 feet of a single-family residential property (attached or detached).

*Roof top*. Roof top uses are permitted, provided that documentation indicates FFA requirements are met.

**Street activation**. No building or series of adjacent buildings shall be uninterrupted for more than 100' feet without either an alley or a building façade setback which provides for a Supplemental Zone. District Plan placement renderings serve as a guide to demonstrate this principle. The intent is to create variation in the street face and provide for the activation of space. Required public interface within Supplemental Zone may be met with:

- Pla za s
- Gardens
- Benches
- Café seating
- Mini-markets
- Parklets or pocket parks
- Public art installations

Architectural design. Architectural thematic for each District shall be guided by the District Plan Pattern Books, incorporated herein as Attachment "B", including material and color thematic. Elevations shall be reviewed for approval by City Planner, Main Street Director, Director of Economic Development and City Manager (or his/her designee).

Further, in compliance with zoning code Section 4.9 F, the following requirements shall control building construction in Sx West development:

1. Building materials used for exterior finishes shall consist of glass; metal; brick; stone; concrete stucco; decorative concrete block; solid wood; "Hardy" board or similar masonry applications; or similar, durable architectural materials. Pre-fabricated metal buildings, metal storage sheds, synthetic stucco, "dryvit", EIFS, vinyl siding and other materials found to be other than durable products are specifically prohibited. Awning materials shall be limited to canvasor metal.

2. Roof pitch in residential developments shall be a minimum of 6/12. Roof materials shall consist of asphalt or composite shingles, terra cotta, slate, cedar, or standing seam metal. "Rolled" asphalt-roofing materials shall not be used.

3. Side and rear building elevations of attached, residential developments and all commercial developments shall be substantially consistent with the front building elevation.

4. Architectural style within one (1) block or other contiguous development unit shall be compatible and shall adhere to a single, consistent architectural theme.

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5. Placement of air-conditioning units, satellite dishes in excess of one (1) meter in diameter and other mechanical systems and equipment shall be installed to the rear of the building or on the side, if properly screened. Rooftop equipment shall be screened from view.

**SECTION 5. Streetscape standards**. Street facilities, bike lanes, landscaping, lighting, and sidewalks shall be provided in accordance with the street typical provided in the adopted District Plans.

**SECTION 6.** Parking and Service placement: Off-street parking required in the rear; service (loading, trash, etc.) shall be hidden from street and screened; front loading permitted only after business hours (7:00 p.m. to 6:30 a.m.). Pedestrian access shall be provided from parking to building entrances.

Administrative waivers to allow side yard parking may be considered by petition for redevelopment of existing lots with design constraints within the Incremental District.

#### SECTION 7. Parking Standards and Planning.

**Surface Parking Lots.** The adopted District Plans anticipate that the City shall retain control over stand-alone surface parking lots and implement a phased approach to transitioning surface parking into new construction of development over time. Transitional development of surface parking will occur in conjunction with strategic partnerships to deliver parking decks as demand and densification occurs. A City of College Park Parking Management Plan shall be the intended mechanism for parking provision and controls over the entire site. Until then, both offstreet parking and interim surface parking lots (either operated by the City or as limited-term leasing arrangements) shall be allowed as a stand-alone use by City ownership only.

The District Plans indicate locations for accessory off-street parking to occur in the rear of structures, which shall develop as shared parking and inter-parcel connectivity in conjunction with a system of alley-ways to access parking and service areas.

See also Section 8 regarding landscape requirements.

**Bicycle Parking**. Facilities for bicycle parking shall be provided at a minimum of one space per every 15 space of vehicular parking. Bicycle valet, short term storage and other bicycle parking operations shall be allowed on all sites, provided orderly storage is demonstrated and operations do not interfere with pedestrian walkways.

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*Off-street parking* for individual sites or assemblage of sites shall not exceed the maximum number of spaces indicated in the table below:

# PARKING REQUIREMENTS

City of College Park is currently drafting a rezoning (PD-C) for the site. The recommended rezoning will not have a minimum parking requirement, but will have a maximum. It will require shared parking along with other requirements and potential reductions, including:

USE	MAXIMUM PARKING REQUIREMENT	
Retail	2.68 spaces/ksf	
Office	2.5 spaces/ksf	
Hotel	1 spaces/key	
Entertainment	1.8 spaces/ksf	
Restaurants	10 spaces/ksf	
Residential	0.67/unit	
1 Bedroom	0.7/unit	
2 Bedroom	1.2/unit	
3 Bedroom	1.78/unit	

Note 1: Private residential garages are excluded from the maximum parking count.

Note 2: Further reductions could be associated with distance to transit, bike facilities, ride share/carpool spaces.

Note 3: Based on these numbers, the maximum required parking for the development is 18,814 spaces

*Waiver Criteria.* The City Planner in consultation with the City Engineer may consider waivers to the maximum vehicular parking ratio, in instances where an applicant can demonstrate an undue hardship or significant challenge due to:

- Employment/commuters
- Visitors/customerdata
- and/or distance from public transit or other alternatives to auto trips.

**Rationale**. As implementation of the plan results in changing field conditions and the dynamic of infrastructure delivery, it will be helpful to record the analysis that provided the basis of the rationale and the development of the parking. Using the current ULI parking calculations and the development program presented in the District Plans, parking was calculated as follows:

- 19,493 is the required number of spaces in case of 0% reduction with shared parking.
- 15,387 is the required number of spaces in weekday peak with 21% reduction with shared parking.
  - 5,870 is the required number of spaces in weekend peak with 70% reduction with shared parking.

Provided in Master Plan: Total number of parking spaces provided per district (based on to scale District Plan calculations) are: 15,537 spaces

- Office District = 9,545 spaces 2,000,000 sf total (approx. 4.7/1,000)
  - Deck Total: 8,695 spaces
  - Office Deck (east): 3,285 spaces [164,348 sf/level; 7 levels]
  - Office Deck (west): 5,410 spaces [210,259 sf/level; 9 levels]
  - Surface Parking: 325 spaces
  - Street Parking: 525

July 20, 2020 6

- Deck Total: 2330 spaces
- Retail Deck (Phase 1): 1030 spaces [72,000 sf/level; 5 levels]
- Retail Deck (Phase 2): 1300 spaces [114,037 sf/level; 4 levels]
- Surface Parking: 1075 spaces
- Street Parking: 435 spaces

Camp Creek District = 335 spaces 170,000 sf Total (approx. 2/1000)

- Surface Parking: 300 spaces
- Street Parking: 35 spaces

Incremental District = 1,160 spaces 460,000 sf Total (approx. 4/1,000)

- Surface Parking: 900 spaces
- Street Parking: 260

Golf Entertainment District = 650 spaces 270,000 sf Total (approx. 3.2/1,000)

• Surface Parking: 650 spaces

#### SECTION 8. Tree density, Landscape Standards and Buffers.

A tree plan shall be provided for approval in conjunction with the development of each development Final Site Plan. Site design shall work to preserve specimen or landmark trees.

**Plantings and Buffers.** 3-4 foot foundation plantings or planters should be provided for nonresidential sites not providing Supplemental Zones. Minimum 15 foot tree buffers may be required between incompatible uses or for purposes of screening services areas for waste or accessory storage buildings.

**Parking Lot Plantings.** Three-foot minimum perimeter plantings shall be required to screen all parking. Interior landscape islands or strips shall be required in parking lots to provide a minimum of one overstory shade tree per 8 parking spaces for lots with 16 spaces or more. Islands shall be sufficiently sized and include ground cover or other planting material.

#### SECTION 9. Signs, Wayfinding and Street Signs.

Individual developments shall propose a uniform sign plan with a maximum 24 square feet in area and 12 feet in height and with indirect light only. Sign plan shall indicate size, location, materials and design scheme.

Applicants may be requested to allow placement of City wayfinding signs on properties, provided they restrict no visibility or interference with property use.

Street sign systems may be proposed by applicants for sub-district areas.

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

# **REG SESSION AGENDA REQUEST**

DOC ID: 8208

July 13, 2020
The Honorable Mayor and Members of City Council
Terrence R. Moore, City Manager
Financial Advisor Contract Renewal - Piper Sandler & Co.

**PURPOSE:** Mayor and City Council consideration of an agreement for financial consulting services between the City of College Park and Piper Sandler & Co.

**REASON:** The current Financial Services Agreement between the City of College Park and Piper Sandler & Co. governing financial consulting services is due to expire August 21, 2020. At this time, consideration is being given to the renewal of this agreement at an hourly rate of \$250/hour plus expenses. The scope of services provided by Piper Sandler includes the issuance of bonds and assistance in responding to inquiries from investors or other market participants.

**RECOMMENDATION:** Renewal of the Financial Services Agreement with Piper Sandler & Co.

**BACKGROUND:** Piper Sandler & Co. has been engaged by the City to provide services with respect to the planned issuance of bonds to be issued.

# YEARS OF SERVICE: N/A.

**COST TO CITY:** \$250.00/hour plus expenses.

BUDGETED ITEM: Yes. Consulting Fees (Acct. #: 100-1300-52-5510).

# **REVENUE TO CITY:**

CITY COUNCIL HEARING DATE: July 20, 2020.

# CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: None.

### **RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A.

# **REQUIRED CHANGES TO WORK PROGRAMS: N/A.**

STAFF: Office of the City Manager Department of Finance & Accounting

#### **ATTACHMENTS:**

- FA Agreement College Park (City itself) 7.8.20 (PDF)
- Piper Jaffray Financial Services Agreement\_08.21.17 (PDF)

#### **Review:**

Terrence R. Moore Completed 07/10/2020 2:49 PM • Rosyline Robinson Completed 07/13/2020 1:05 PM • Althea Philord-Bradley Completed 07/14/2020 3:02 PM • • City Attorney's Office Completed 07/15/2020 12:14 AM • Terrence R. Moore Completed 07/15/2020 2:20 PM Mayor & City Council Pending 07/20/2020 7:30 PM •

#### FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on July 20, 2020 by and between City of College Park, Georgia (the "City" or "Client") and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

#### I. Scope of Services.

- (A) Services to be provided. Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services**. The Scope of Services to be provided respecting the Issue(s) shall consist of the following:
  - 1. Develop and recommend a timeline for a given financing (a Project).
  - 2. Provide alternative debt retirement schedules including relevant cash flows.
  - 3. Comment on the value and use of credit ratings or credit enhancement; coordinate the process securing credit rating or credit enhancement.
  - 4. Propose relevant bond terms appropriate for the type of security being sold.
  - 5. Review official statement or other offering document disclosure respecting the financing terms of the bonds when applicable.
  - 6. Upon completion of the official statement by the City, distribute the City's official statement to potential bidders via I-Deal (to national bidders and information repositories) and printed copies (for local banks and other local financial institutions) when applicable.
  - 7. Assist the City in the City's conduct of the competitive bid process by evaluating and recommending the bids received to the Chairman of the City for consideration when applicable.
  - 8. Coordinate the closing of the transaction.
  - 9. Assist the City in selecting professionals (such as a trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue.
  - 10. Respond to questions from underwriters when necessary.
  - 11. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the City and other documents necessary to finalize and close the Issue.
  - 12. Coordinate working group sessions, closing, and delivery of the new Issue and transfer of funds.
  - 13. Prepare a closing memorandum or transaction summary.
  - 14. Consult with and/or advise City on actual or potential changes in market place practices, market conditions or other matters that may have an impact on City's outstanding Issue(s).
  - 15. Advise City on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s).
  - 16. Assist City in responding to inquiries from investors or other market participants in connection with City's outstanding Issue(s).

**II.** For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.*Limitations on Scope of Services.* In order to

Page 1

clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing does not include review or advice on any feasibility study.

*III.* **Amending Scope of Services**. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

*IV.* **Compensation**. As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$250.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of \$10.00 per \$1,000 principal amount of debt issued plus out of pocket expenses approved in advance by the City.

Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable .

For tax abatement transactions, the fee will be mutually agreed to by the parties.

**V. IRMA Matters.** If the Client has designated Piper Sandler as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Unless required by state or federal law or compelled by a court of competent jurisdiction, any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

**VI. Piper Sandler's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official

<sup>&</sup>lt;sup>1</sup> See MSRB Rule G-42(c)(v).

statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

*VII.* **Expenses.** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Sandler for their expenses.

In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

*VIII. Term of Agreement*. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on the date that is one year after the Effective Date.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

The renewal of this agreement is governed by O.C.G.A. § 36-60-13. Unless, no later than thirty (30) days of the one (1)year anniversary of the Effective Date, either party notifies the other party in writing of its desire not to renew this Agreement, this Agreement will renew for an additional one (1) year term. This Agreement may accordingly renew for successive one (1) year terms. In no event will this Agreement renew beyond July 20, 2023.

Notwithstanding any provision in this Agreement, this Agreement shall terminate at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Client under the Agreement. This Agreement is not deemed to create a debt of the Client for the payment of any sum beyond the term, in the event of renewal, beyond the successive terms.

All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

*IX.* Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

**X. Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no

force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

*XI.* **Required Disclosures.** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. Except in the case of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, no recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

*XIII.* Indemnification. Unless prohibited by law, in the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, or both, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

*XIV.* **Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

**XV.** Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of College Park

3667 Main Street P.O. Box 87137 College Park, GA 30337

Bianca Motley Broom, Mayor 404-767-1537 bmotleybroom@collegeparkga.com

Or to the Financial Services Provider at:

Piper Sandler & Co. 1442 Dresden Drive, Suite 257 Atlanta, GA 30319

Edmund Wall, Managing Director 404-846-9571 Edmund.Wall@psc.com

With a copy to:

Piper Sandler & Co. Legal Department 800 Nicollet Mall, Suite 1000 Minneapolis, MN 55402

**XVI.** Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII.** Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

**XVIII.** Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

#### XIX. Intentionally omitted.

*XX.* **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

*XXI. Authority.* The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

#### Bianca Motley Broom, Mayor

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Edmund J. Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

Bν Edmund Wall

Its: Managing Director Date: July 8, 2020

ACCEPTED AND AGREED:

CITY OF COLLEGE PARK

By:

Bianca Motley Broom Its: Mayor Date:

#### **APPENDIX A – DISCLOSURE STATEMENT**

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict to that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

**Piper Sandler Also Advising Others**. In addition to serving as municipal advisor to the Client, We also represent the College Park Business and Industrial Development Authority as a municipal advisor. We are required to and believe we can have both the City's, the Authority's best interest in mind and we

do not currently perceive a conflict of interest in serving each entity. However, should a conflict arise between the two entities, we shall recuse ourselves from representing either party for that transaction.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) *How to Access Form MA and Form MA-I Filings.* Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <u>http://www.sec.gov/edgar/searchedgar/companysearch.html</u>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <u>http://brokercheck.finra.org</u>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <u>http://www.adviserinfo.sec.gov</u>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

# PiperJaffray.

#### FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on August 21, 2017 by and between City of College Park, Georgia (the "City" or "Client") and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

#### I. Scope of Services.

- (A) Services to be provided. Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services**. The Scope of Services to be provided respecting the Issue(s) shall consist of the following:
  - 1. Develop and recommend a timeline for a given financing (a Project).
  - 2. Provide alternative debt retirement schedules including relevant cash flows.
  - 3. Comment on the value and use of credit ratings or credit enhancement; coordinate the process securing credit rating or credit enhancement.
  - 4. Propose relevant bond terms appropriate for the type of security being sold.
  - 5. Review official statement or other offering document disclosure respecting the financing terms of the bonds when applicable.
  - 6. Upon completion of the official statement by the City, distribute the City's official statement to potential bidders via I-Deal (to national bidders and information repositories) and printed copies (for local banks and other local financial institutions) when applicable.
  - 7. Assist the City in the City's conduct of the competitive bid process by evaluating and recommending the bids received to the Chairman of the City for consideration when applicable.
  - 8. Coordinate the closing of the transaction.
  - 9. Assist the City in selecting professionals (such as a trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue.
  - 10. Respond to questions from underwriters when necessary.
  - 11. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the City and other documents necessary to finalize and close the Issue.
  - 12. Coordinate working group sessions, closing, and delivery of the new Issue and transfer of funds.
  - 13. Prepare a closing memorandum or transaction summary.
  - 14. Consult with and/or advise City on actual or potential changes in market place practices, market conditions or other matters that may have an impact on City's outstanding Issue(s).
  - 15. Advise City on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding lssue(s).
  - 16. Assist City in responding to inquiries from investors or other market participants in connection with City's outstanding Issue(s).

**For Services Respecting Official Statement.** Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Jaffray as the municipal advisor if provided by Piper Jaffray in writing for inclusion in such documents.

*II. Limitations on Scope of Services.* In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42<sup>1</sup> to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing does not include review or advice on any feasibility study.

*III.* **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

*IV.* **Compensation**. As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Financial Services Provider a fee of \$250.00 per hour.

For issuance of debt, where Financial Services Provider serves as Financial Advisor, a fee of \$10.00 per \$1,000 principal amount of debt issued plus out of pocket expenses approved in advance by the City.

Compensation is based on a fixed fee contingent on size of bond issue and closing of such bond and/or hourly fee, if applicable.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Unless required by state or federal law or compelled by a court of competent jurisdiction, any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray

<sup>&</sup>lt;sup>1</sup> See MSRB Rule G-42(c)(v).

any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

*VII.* **Expenses.** Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses.

In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

*VIII. Term of Agreement*. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on the date that is one year after the Effective Date.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

The renewal of this agreement is governed by O.C.G.A. § 36-60-13. Unless, no later than thirty (30) days of the one (1)year anniversary of the Effective Date, either party notifies the other party in writing of its desire not to renew this Agreement, this Agreement will renew for an additional one (1) year term. This Agreement may accordingly renew for successive one (1) year terms. In no event will this Agreement renew beyond August 21, 2020.

Notwithstanding any provision in this Agreement, this Agreement shall terminate at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Client under the Agreement. This Agreement is not deemed to create a debt of the Client for the payment of any sum beyond the term, in the event of renewal, beyond the successive terms.

All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

*IX.* Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of

no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. **Required Disclosures.** MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

Limitation of Liability. In the absence of willful misconduct, bad faith, negligence or reckless XII. disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. Except in the case of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, no recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, in the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, or both, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**XIV.** Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Jaffray.

**XV. Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of College Park 3667 Main Street P.O. Box 87137 College Park, GA 30337

Jack P. Longino, Mayor 404-767-1537 jlongino@collegeparkga.com

Or to the Financial Services Provider at:

Piper Jaffray & Co. 1442 Dresden Drive, Suite 257 Atlanta, GA 30319

Edmund Wall, Managing Director 404-846-9571 Edmund.J.Wall@pjc.com

With a copy to:

Piper Jaffray & Co. Legal Department 800 Nicollet Mall, Suite 1000 Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**XVII.** Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.

**XVIII.** Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

*XIX. Waiver of Jury Trial*. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**XX.** No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

*XXI.* **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Jack P. Longino, Mayor

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Edmund Wall, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.

By: Edmund Wall **Managing Director** Its: 8/31/1 Date:

ACCEPTED AND AGREED:

**CITY OF COLLEGE PARK** 

By: Jack P. Longino Mayor Its: Date:

#### APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict to that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

**Compensation-Based Conflicts.** The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

**Transactions in Client's Securities.** As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's

management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) *How to Access Form MA and Form MA-I Filings.* Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <u>http://www.sec.gov/edgar/searchedgar/companysearch.html</u>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <u>http://brokercheck.finra.org</u>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <u>http://www.adviserinfo.sec.gov</u>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) *Future Supplemental Disclosures.* As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



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

# **REG SESSION AGENDA REQUEST**

DOC ID: 8224

DATE:	July 16, 2020
TO:	The Honorable Mayor and Members of City Council
THROUGH:	Terrence R. Moore, City Manager
FROM:	Michelle Johnson, Interim Director of Recreation & Cultural Arts
RE:	Brady Recreation Center Phase II Bid Approval for Grant

**PURPOSE:** To review and approve bids for the Brady Recreation Center Improvement for Phase II as the lowest responsible bidder.

**REASON:** The Brady Recreation Center Improvements Phase II in which \$162,487.00 is awarded from CDBG funds in which includes renovations of interior of lobby, office space and kitchen.

# **RECOMMENDATION:** Accept the lowest responsible bid submitted by Tower Interior Construction and a contract not to exceed <u>\$ 140,607.00</u>

**BACKGROUND:** The City of College Park accepted sealed proposals form qualified vendors for the BRADY RECREATION CENTER PHASE II IMPROVEMENTS-070720. Sealed proposals were opened on July 7, 2020 at 10:00 am at City of College Park Purchasing Department, 3667 Main Street, College, Georgia, 30337. The results were as follows:

NO.	COMPANY	BID AMOUNT
1	Cloud CM	\$ 135,221.00
2	Tower Interior Construction	\$ 140,607.00
3	Diversified Construction of GA	\$ 158,944.50
4	Striker Contracting	\$181,610.00
5	Ujamaa Construction	\$191,400.00
6	Greenheart Construction	\$ 216,945.73

The lowest bid received failed to include the ten percent contingency and the sum of the line items were not accurate resulting in the Bid determined to be non-responsive. Therefore, the lowest responsible bidder was Tower Interior Construction in the amount of \$140,607.00 which includes a \$12,618.00 for contingency. The total bid without contingency is \$127,989.00.

8.B

The Brady Recreation Center Phase II project scope consisted of the construction, rehabilitation, or installation of Brady Center Kitchen/ADA renovation and Compliance Upgrades to the facility. This project Phase II Budget was originally \$95,487.00 for the Gym Lobby/Kitchen and Playground \$77,000.00 allocated based on CDBG funding allocations totaling \$162,487.00 which includes additional \$10,000.00 grant from the City of Atlanta.

The following items exceeded cost by \$35,751.00 (\$32,501.00 plus 10% contingency) due to the items below:

- a. ADA Compliant Concession Countertops
- b. ADA Compliant Doors
- c. Plumbing (Installation of Grease Trap)
- d. Electrical (Energy Efficient LED and Emergency Exit Sign)

The staff will consider the following options to fund and proceed with the project:

Option 1: City allocation of funding in the amount of \$35,751.00 through mid-year budget adjustments.

Option 2: The City has requested an increase in additional Funds in the amount of \$35,751.00 from the Fulton County CDBG Program.

Option 3: Prioritize the ADA related improvements and electrical improvements and eliminate the Kitchen improvements that included new equipment, flooring and plumbing for the grease trap. The goal is to negotiate with the contractor to be within the \$95,487.00 budget.

# YEARS OF SERVICE: N/A

**COST TO CITY:** The cost of Option 1 is \$35,751.00 increased funding with mid-year budget adjustment. The cost of Option 2 cost is \$10,000.00 of already allocated funding from grant from the City of Atlanta and additional funding from CDBG which a request for additional funding was submitted on July 9, 2020 to Fulton County. The cost of Option 3 cost is \$10,000.00 already allocated funding and to negotiating price to be within budget of \$85,487.00.

**BUDGETED ITEM:** 2020 allocation pending mid-term adjustments. Due to Covid-19 the cost of staffing for seasonal summer position and programming there is expense reduction of cost \$ 400,000 for the Recreation Department.

**REVENUE TO CITY:** \$ 162,487.00

CITY COUNCIL HEARING DATE: July 20, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Request for additional

Page 2

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8.B

CDBG funding pending with Fulton County.

# AFFECTED AGENCIES: N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** 2019 CDBG Grant Contract Approval for \$162,487.00 for Brady Recreation Center Improvement for Phase II.

**REQUIRED CHANGES TO WORK PROGRAMS:** Eliminates improvements to kitchen area to meet regulatory compliance requirements. These improvement will help in meeting achieved goals and vision for the Performance Standards for the Recreation & Cultural Arts Strategic Plan for the Brady Recreation Center in which includes goal to improve the Kitchen and interior area of the recreation center and aid in the goal of increase revenue for the center by making the kitchen area a more desirable area to help with rental space to aid with catering events such as reunions, weddings and special events.

# **ATTACHMENTS:**

 Agenda Memo ID #2020-8224- RFP – BRADY RECREATION CENTER PHASE II IMPROVEMENTS - 070720 (PDF)

#### **Review:**

- Michelle Johnson Completed 07/09/2020 9:25 AM
- PurchasingCompleted 07/09/2020 12:33 PM
- Rosyline Robinson Completed 07/10/2020 2:17 PM
- Finance Completed 07/14/2020 3:04 PM
- Terrence R. Moore Completed 07/15/2020 2:18 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM



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# AGENDA MEMORANDUM NO. 2020-8224

**DATE:** JULY 9, 2020

**TO:** OFFICE OF THE CITY MANAGER

**FROM:** WILLIS MOODY, PURCHASING & FLEEET ADMINISTRATOR

**SUBJECT:** RFP – BRADY RECREATION CENTER PHASE II IMPROVEMENTS - 070720 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:	Brady Recreation Center Phase II Improvements
Budgeted item(s):	This project is CDBG Grant funded

**Recommendations:** Tower Interior Construction is recommended at \$140,607.00 as most responsive to the City for this project

#### **Explanation of recommendation in full:**

This RFP was advertised in the South Fulton Neighbor for four (4) weeks beginning June 8, 2020. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from June 8, 2020 thru the close on July 7, 2020 at 9:30 am via the portals.

The (mandatory) bid conference took place June 17, 2020 at 10:00 am (outside or gym) at Wayman and Bessie Brady Recreation Center followed by a site visit 3571 Brenningham Dr | College Park | GA 30337.

There was an official Zoom (virtual) bid opening Tuesday, July 7, 2020 at 10:00 am with five vendors (Ujamaa Construction, Cloud CM, Striker, Tower Interior Construction and Diversified Construction) logged into the meeting.

#### https://us04web.zoom.us/j/75056960496?pwd=dWNQRVBUM2N1QXU5cFhGRlltTVp6UT09

Meeting ID: 750 5696 0496 - Password: 6frXwq



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# **Tabulation Matrix**

# RFP – BRADY RECREATION CENTER PHASE II IMPROVEMENTS - 070720

	Company Name	Bid Amount	Minority Y/N Class	Is your compan y located in CP	Previous Work w/CP?
1	Cloud CM	\$135,221.00	Ν	Ν	Ν
2	Tower Interior Construction	\$140,607.00	N	N	Ν
3	Diversified Construction of GA	\$158,944.50	Ν	N	Y
4	Striker Contracting	\$181,610.00	N	N	N
5	Ujamaa Construction	\$191,400.00	Y (AABE)	N	Ν
6	Greenheart Construction	\$216,945.73	Y (AABE)	N	Y
7					
8					

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



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# **REG SESSION AGENDA REQUEST**

DOC ID: 8241

**DATE:** July 16, 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:** Resolution to Adopt the Sanitation and Water & Sewer Rate Schedule

**REASON:** On June 15, 2020 the Mayor and City Council approved the attached Sanitation and Water and Sewer Rate Schedule. The resolution is formally adopting the new rates.

**RECOMMENDATION:** Mayor and City Council approve the attached Ordinance.

BACKGROUND: See attachments.

YEARS OF SERVICE: N/A

COST TO CITY: None

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Yes. Collection of Sanitation and Water & Sewer fees.

CITY COUNCIL HEARING DATE: July 20, 2020

# CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

# **RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A**

# **REQUIRED CHANGES TO WORK PROGRAMS:** None

STAFF: Sanitation and Water & Sewer Fund

# **ATTACHMENTS:**

- College Park Utility Service Fee Increase Approval Resolution 071520(DOCX)
- Exhibit A to the Resolution Sanitation and Water Sewer Rate Update (PDF)

# **Review:**

- Althea Philord-Bradley Completed 07/16/2020 1:24 PM
- Rosyline Robinson Completed 07/16/2020 1:28 PM
- City Attorney's Office Completed 07/16/2020 1:30 PM
- Terrence R. Moore Completed 07/16/2020 1:32 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

#### **1 STATE OF GEORGIA**

### 2 CITY OF COLLEGE PARK

3 **RESOLUTION 2020 - 12** 4 A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE 5 PARK, GEORGIA TO ESTABLISH NEW FEES FOR THE WATER, SEWER, AND 6 SANITATION UTILITY SERVICES; TO REPEAL CONFLICTING RESOLUTIONS; TO 7 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. 8 9 WHEREAS, the governing authority of the City of College Park, Georgia ("City") is the Mayor and Council thereof; and 10 WHEREAS, Section 10-32 of the Code of Ordinances of the City of College Park, as 11 recently amended, (the "Code") provides that the schedule of charges for water connections to 12 the water system of the City shall be determined by resolution of the mayor and council; and 13 WHEREAS, Section 10-33 of the Code provides that the schedule of charges of water 14 connections to the water system of the City outside the City limits shall be determined by 15 resolution of the mayor and council; and 16 17 WHEREAS, Section 10-34 of the Code provides that where the street right-of-way is twenty-five (25) feet or more, additional water connection charges shall be determined by a 18 resolution of the mayor and council; and 19 WHEREAS, Section 10-37 of the Code provides that the council shall by resolution fix 20 rates for which water shall be furnished for all purposes within the area served by the City water 21 system. Water rates shall be sufficient to pay for the operation, maintenance, reserves, debt 22 service, additions, extensions and betterments of the water system, including those reasonably 23 required for the anticipated growth of the area served, and should also be sufficient to provide 24 25 for the accumulation of reserves for improvements that cannot be acquired from a single year's 26 receipts; and WHEREAS, Section 10-101 of the Code provides that there is hereby assessed and levied 27 28 upon each parcel of real property in the City on which is located a water pipe used for the purpose of channeling water purchased from the City or on which is located a water pipe line or sewer 29 line connected to the sewer system of the City, and against the owners of same, a monthly charge, 30

32 resolution fix rates for which sanitary sewer services shall be furnished for all purposes within

33 the area served by the City; and

WHEREAS, Section 10-130 of the Code provides that the charges with respect to the collection of garbage within the city shall be determined by a resolution of the mayor and council; and

WHEREAS, the governing authority desires to increase the sanitation charge by a ten
percent adjustment (10%) to the current rates for container services in accordance with the
schedule provided in Exhibit A to this Resolution and incorporated by reference herein;

WHEREAS, the governing authority desires to increase the water and sewer charge by a
five percent (5%) adjustment to the current rates for water and sewer services in accordance with
the schedule provided in Exhibit A to this Resolution and incorporated by reference herein; and

WHEREAS, the governing authority desires to increase the sanitation charges for apartment complexes with containers and single family residential to eighteen dollars and fifteen cents (\$18.15); and for light commercial without dumpsters to nineteen dollars and twenty-five cents (\$19.25) in accordance with the schedule provided in Exhibit A to this Resolution and incorporated by reference herein;

48 WHEREAS, the processes contained herein would benefit the health, safety, morals and
49 welfare of the citizens of the City.

50 BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of
51 College Park, Georgia, and by the authority thereof:

52 <u>Section 1:</u> Pursuant to Sections 10-32, 10-33, 10-34, 10-37, 10-101, and 10-130 of the 53 Code, the rates and charges for water, sewer, and sanitation utility services provided in the 54 schedules attached hereto as Exhibit A, are hereby fixed and established by the Mayor and Council 55 of College Park.

56 <u>Section 2.</u> The preamble of this Resolution shall be considered to be and is hereby
 57 incorporated by reference as if fully set out herein.

58 <u>Section 3.</u> (a) It is hereby declared to be the intention of the Mayor and Council that all 59 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their 60 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatestextent allowed by law, each and every section, paragraph, sentence, clause or phrase of this

63 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the 64 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution 65 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this 66 Resolution. 67

68 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable 69 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of 70 71 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any 72 of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to 73 74 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and 75 effect. 76

Section 4. All resolutions and parts of resolutions in conflict herewith are hereby expressly 77 repealed. 78

Section 5. Penalties in effect for violations of Chapter 1 of the Code of Ordinances, City 79 of College Park, Georgia at the time of the effective date of this Resolution shall be and are hereby 80 made applicable to this Resolution and shall remain in full force and effect. 81

82 Section 6. The effective date of this Resolution shall be the date of adoption unless otherwise specified herein. 83

84					
85					
86		[SIGNATURES C	ON FOLLC	WING PAGE]	
87					
88					
89					
90	<b>RESOLVED</b> this	day of		, 2020.	
91					
92					
93			CITY	OF COLLEGE	PARK, GEORGIA

94		
95 96		Bianca Motley Broom, Mayor
97		Dianca Wolicy Droom, Wayor
98	ATTEST:	
99		
100 101 102	Shavala Moore, City Clerk	
103		
104	APPROVED AS TO FORM:	
105		
106 107 108	Winston A. Denmark, City Attorney	
109		
110		
111		
112		

# Sanitation Rate schedule

Ordinance Sec. 10-130 – EFFECTIVE 09/01/2006

Container Service	1 DAY	2 DAYS	3 DAYS	4 DAYS	5 DAYS	6 DAYS
3 YARD (current)	\$73.65	\$146.20	\$218.55	\$292.40	\$364.45	\$437.10
10% Adjustment	\$81.02	\$160.82	\$240.41	\$321.64	\$400.90	\$480.81
4 YARD (current)	\$97.85	\$194.60	\$292.40	\$389.15	\$485.40	\$583.20
10% Adjustment	\$107.64	\$214.06	\$321.64	\$428.07	\$533.94	\$641.52
6 YARD (current)	\$146.20	\$292.40	\$437.10	\$583.20	\$728.10	\$874.20
10% Adjustment	\$160.82	\$321.64	\$480.81	\$641.52	\$800.91	\$961.62
8 YARD (current)	\$194.60	\$389.15	\$583.20	\$776.42	\$970.75	\$1,165.30
10% Adjustment	\$214.06	\$428.07	\$641.52	\$854.06	\$1,067.83	\$1,281.83

# APARTMENT COMPLEXES WITH CONTAINERS \$16.50 PER UNIT PLUS 12% CONTAINER FEE PER MONTH PROPOSED \$18.15

SINGLE FAMILY RESIDENTIAL CURRENT \$16.50

**PROPOSED \$18.15** 

LIGHT COMMERCIAL (NO DUMPSTER)

CURRENT \$17.50

**PROPOSED \$19.25** 

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# Water/sewer fund – Residential

	Basic Facilities Charge	1 <sup>st</sup> 4 KGAL	2 <sup>ND</sup> 4 KGAL	<8 GAL
Residential Rates - Water	\$10.76	\$1.08	\$1.62	\$2.15
5% Adjustment - Water	\$11.30	\$1.13	\$1.70	\$2.26
Residential Rates - Sewer	\$5.38	\$1.88	\$2.69	\$3.50
5% Adjustment - Sewer	\$5.65	\$1.97	\$2.82	\$3.68

Water Supply Charge - \$4.18 per KGAL Water Supply Charge - \$4.39 per KGAL

Sewer Supply Charge - \$3.57 per KGAL Sewer Supply Charge - \$3.75 per KGAL

Rates last updated July 2012

# Water/sewer fund – Multi-Family

	<b>Basic Facilities Charge</b>	1 <sup>st</sup> 3 KGAL	2 <sup>ND</sup> 3 KGAL	<6 GAL
Multi-Family Rates - Water	\$26.91	\$1.08	\$1.62	\$2.15
5% Adjustment - Water	\$28.26	\$1.13	\$1.70	\$2.26
Multi-Family Rates - Sewer	\$26.91	\$1.88	\$2.69	\$3.50
5% Adjustment - Sewer	\$28.26	\$1.97	\$2.82	\$3.68

Water Supply Charge - \$4.18 per KGAL Water Supply Charge - \$4.39 per KGAL

Sewer Supply Charge - \$3.57 per KGAL Sewer Supply Charge - \$3.75 per KGAL

Rates last updated July 2012

# Water/sewer fund – Commercial

Commercial Rates – Summer & Winter	Basic Facilities Charge	For all KGAL
Summer & Winter - Water	\$26.91	\$1.29
5% Adjustment - Water	\$28.26	\$1.35
Summer & Winter Sewer	\$13.45	\$2.09
5% Adjustment - Sewer	\$14.12	\$2.19

Water Supply Charge - \$4.18 per KGAL Water Supply Charge - \$4.39 per KGAL

Sewer Supply Charge - \$3.57 per KGAL Sewer Supply Charge - \$3.75 per KGAL

Rates last updated July 2012



# CITY OF COLLEGE PARK

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

# **REG SESSION AGENDA REQUEST**

DOC ID: 8233

DATE:	July 15, 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:	Municipal Reimbursement Agreement for C.A.R.E.S Act Funding

**PURPOSE:** An agreement between Fulton County's Board of Commissioners and the City of College Park. The Board of Commissioners created, a program through which Fulton County municipalities that are not eligible for C.A.R.E.S. Act funding may be able to receive a one time reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment.

**REASON:** The C.A.R.E.S Act Municipal Reimbursement Program is designed to support cities located within Fulton County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.

# CITY COUNCIL HEARING DATE: July 20, 2020

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES**: Fulton County Board of Commissioners

# **AFFECTED AGENCIES:**

### STAFF:

# **ATTACHMENTS:**

- 6.24.20 Municipal Reimbursement Agreement for CARES Act Funding Clean (002) (DOCX)
- Scanned from a Xerox Multifunction Printer (00B) (PDF)

**Review:** 

•	Althea Philord-Bradley	Completed	07/13/2020 2:57 PM

- City Attorney's Office Completed 07/13/2020 11:10 PM
- Rosyline Robinson Completed 07/15/2020 1:30 PM
- Terrence R. Moore Completed 07/15/2020 2:20 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

: Total Reimbursement:

(to be completed by the County at the time of reimbursement)

**THIS AGREEMENT,** between Fulton County, Georgia, acting through its County Manager (hereinafter referred to as "the County"), a political subdivision of the State of Georgia, and \_\_\_\_\_\_ hereinafter referred to as "the Municipality"), a non-profit corporation organized and existing in Fulton County under the laws of the State of Georgia.

#### WITNESSETH THAT:

WHEREAS, on \_\_\_\_\_, 2020, the Board of Commissioners created, a program through which Fulton County municipalities that are not eligible for C.A.R.E.S. Act funding may be able to a one time reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

**WHEREAS**, this funding mechanism, to be called the "C.A.R.E.S. Act Municipal Reimbursement Program" will provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support the aforementioned cities for the C.A.R.E.S. Act eligible services, projects and programs; and

**WHEREAS**, the Municipality has been selected to be reimbursed for some of its expenditures during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

**NOW THEREFORE,** for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

#### SECTION 1.0 - ELIGIBLE SERVICES, PROJECTS AND PROGRAMS

The C.A.R.E.S. Act Municipal Reimbursement Program is designed to support cities located within Fulton County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.:

The only costs that will be eligible for consideration for reimbursement are:

1. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

2. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;

3. Costs that were incurred during the period that begins on March 1, 2020, and ends on May 15 2020<sup>.</sup>

#### SECTION 2.0 - REIMBURSEMENT FOR COSTS AND SERVICES

1. The County shall make reimbursement for the eligible approved costs described in Section 1.0 herein based upon the review and approval of the same by the Finance Department and the County Manager. The amount of any reimbursement shall be limited by the request from the Municipality submitted to the Chairman of the Fulton County Board of Commissioners on May 15, 2020.

- 2. The County agrees to review and consider for reimbursement to the Municipality previously incurred costs upon presentation of invoices and other supporting documentation demonstrating payment for goods or services that have been previously paid for by the Municipality.
- **3.** Such documentation shall include, but not be limited to copies of checks issued for payment, time sheets, vendors' and suppliers' invoices or vouchers, a description of the purpose of the expenditure, etc.
- 4. This documentation, along with a written request for reimbursement and a statement of costs incurred and a certification statement that all of the requested expenses qualify as eligible COVID-19 expenses under the C.A.R.E.S. Act shall be submitted to the attention of the Director of Finance. A minimum of two copies of the request and the statement shall be included with the submission along with accompanying documentation supporting the eligible costs
- 5. To be eligible for reimbursement, all invoices and supporting documentation must be presented by August 1, 2020.

#### SECTION 3.0 - TERM OF AGREEMENT

- 1. The term of this Agreement shall be from the date the reimbursement package is submitted to the County through October 1, 2020.
- 2. The completion date of this Agreement shall not exceed October 1, 2020, unless otherwise extended in writing, terminated by mutual agreement, or by the County, or in accordance with other terms and provisions contained herein. Any modifications to the term of the Agreement shall be documented through an amendment process.
- 3. Any eligible and accepted expense shall be paid by the County on or before October 1, 2020.

#### SECTION 4.0 - MODIFICATIONS TO AGREEMENT

- 1. This Agreement constitutes the entire contractual arrangement between the County and the Municipality, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Municipality's' duly authorized representatives.
- 2. Further, in the event of any material change or modification in the Municipality's Agreement or agreement with any other COVID-19 funding source during the course of this Agreement, the Municipality shall immediately notify the County of such change. In such event, the County shall have the right to terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the refund or return of funds previously advanced.

#### <u>SECTION 5.0 – TERMINATION OF AGREEMENT</u>

#### 1. Termination for Cause

Time is of the essence and if, through any cause, the Municipality shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event that any of the provisions or stipulations of this Agreement are violated by the Municipality, the County shall thereupon have the right to terminate this Agreement by providing written notice to the Municipality of the County's intent to terminate the Agreement, specifying the reasons for such intention for termination. Unless within three (3) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the Municipality such violation or delay shall cease or arrangements for correction satisfactory to the County be made, the Agreement shall, upon expiration of said three (3) calendar days, be terminated without further notice. Upon such termination, the Municipality will be compensated by the County for expenses accepted by the County as eligible.

#### 2. Termination for Convenience of the County

In the event the County determines that it is no longer feasible or in its best interest to continue with the funding program covered by this Agreement, the County may terminate this Agreement immediately and notify the Municipality of the termination by email and by U.S. mail.

#### SECTION 6.0 - INDEPENDENT SUBRECIPIENT STATUS

Nothing herein contained shall be deemed to create a relationship other than that of independent subrecipient between the County and the Municipality. Under no circumstances shall the Municipality, its principals, employees, subcontractors, associates, or agents be deemed employees, agents, partners, successors, assigns, or legal representatives of the County except as specifically required herein.

#### SECTION 7.0 – ASSIGNMENT OF AGREEMENT

The Municipality shall not make any purported assignment of this Agreement or any part thereof, or delegate the duties herewith without prior written consent of the County. Any attempted assignment or delegation of duties by the Municipality without prior expressed written consent of the County shall at the County's sole option terminate this Agreement without any notice to the Municipality of such termination. The Municipality binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### SECTION 8.0 - RECORDS AND REPORTS

#### 1. Records

The Municipality shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County to assure proper accounting for all funds. Said records shall be made available for audit purposes to the County or any authorized representative thereof, upon reasonable request and within three (3) days of said request.

#### 2. Retention

The Municipality's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Municipality's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

#### SECTION 9.0 – INSPECTION OF FILES AND RECORDS

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Municipality for inspection of the activities performed and expenses incurred under this Agreement. The County may perform and the Municipality shall be prepared to meet the requirements of, at least, one (1) audit per year.

#### <u>SECTION 10.0 – CONFLICT OF INTEREST</u>

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the C.A.R.E.S. Act funding program or who is in a position to participate

in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

#### SECTION 11.0 – INDEMNIFICATION AND HOLD HARMLESS

The Municipality, to the extent legally possible, hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies, penalties, fines or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Municipality, its agents, employees, officers, or directors. This indemnification shall also cover any adjustments that may be required from an audit by the federal government of the use of the C.A.R.E.S. Act funds provided by the County due to the fact that the expenses for which reimbursement was made were deemed ineligible. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

#### SECTION 15.0 – GOVERNING LAW

- 1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
- 2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.
- **3.** The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.
- 4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.
- 5. Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

\_\_\_\_\_

As to the Municipality:

Add contact person, name and address of agency

Alternatively, such other addressed as shall be furnished by such notice of the other party.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

Municipality	FULTON COUNTY
	Robert L. Pitts, Chairman Fulton County Board of Commissioners
ATTEST	ATTEST
	Tanya Grier, Interim Clerk to the Commission
DATE:	DATE:
APPROVED AS TO FORM	APPROVED AS TO FORM:
City Attorney	Office of the County Attorney

P:\CALegislation\BOC\Resolutions\2020 Resolutions\Pitts\6.24.20 Municipal Reimbursement Agreement for CARES Act Funding redline with pph edits.docx

### C.A.R.E.S. ACT MUNICIPAL REIMBURSEMENT PROGRAM CERTIFICATION

I hereby certify:

(1) That I am the Mayor of the <u>City of College Park (</u>"Subrecipient") which is a municipality that is not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government.

(2) That the costs for which Subrecipient is seeking reimbursement are:

A. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

B. Costs that were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act);

C. Costs that were incurred during the period that begins on March 1, 2020, and ends on May 15, 2020.

(3) That the reimbursements issued pursuant to this Agreement will not be used to offset any revenue shortfalls of the Subrecipient.

(4) That the reimbursed costs have not been included in an application for any other grant funds.

(5) That the reimbursed costs were incurred by utilizing the Subrecipient's internal purchasing policies and protocols.

(6) Further, Subrecipient certifies that it will not seek reimbursement from the State of Georgia or any federal source for the same expenses for which they are being reimbursed pursuant to the Fulton County C.A.R.E.S. Act Municipal Reimbursement Program.

M & /, 2020. day of This

SUBRECIPIENT: [Name] Bianca Moting Broom [Title]

**ATTEST:** 

10.B.b

[Name] Shavala MOORE City CLERK [Title]

P:\CAAdminMatters\Finance\6.04.20 C.A.R.E.S. Act Municipal Reimbursement Program Certification with pph edits.docx



# CITY OF COLLEGE PARK

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

# **REG SESSION AGENDA REQUEST**

DOC ID: 8227

DATE:	July 15, 2020
то:	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: July 20, 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

Updated: 7/15/2020 1:25 PM by Rosyline Robinson

Page 1

## **ATTACHMENTS:**

- Top Ten Delinq Property Tax Accounts 07132020 (PDF)
- Top Ten Delinq Property Tax Accounts 07132020 2018 (PDF)

# **Review:**

- Althea Philord-Bradley Completed 07/13/2020 1:38 PM
- Rosyline Robinson Completed 07/15/2020 1:25 PM
- Terrence R. Moore Completed 07/15/2020 2:19 PM
- Mayor & City Council Pending 07/20/2020 7:30 PM

#### City of College Park Department of Finance & Accounting Top Ten Delinquent Property Tax Accounts As of July 13, 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	\$ 109,654.38	Fulton - Real	7/13/20 Calling GM today - Requested payment status and reiterated on-going collection efforts. Also, reached out to 3rd Party Tax lien firm that has the County Taxes - willing to pay us if we transfer the lien to them	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 16,006.99	Clayton - Real	As of July 13th - Working with local representative of ownership group to facilitate payments, and informing of delinquency fees as they approach. Tax Parcel 93 parcels - 51 out of 93 paid. Foreign Investors - slow process	2019
Filed	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 15,410.25	Fulton - Real	7/13/20 Valuation appeal settled 6/18/20. They are processing payments - Followed up via email on payment status	2019
Filed	Virtual Citadel	2380 Godby Rd		\$ 10,253.73	Fulton - Real	7/13/20 - Bankruptcy sale was 6/5/20. Working with our Legal counsel, reaching out to opposing counsel to follow up on payment status	2019
Filed	Crystal Equities LLC	2601 Roosevelt Hwy	Crystal Equities	\$ 10,023.39	Fulton - Real	7/13/20 Provided payoff - a closing is scheduled this week.	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,250.45	Fulton - Real	Confirmed Bankruptcy case. Lender denied payment Request. I have left messages and emailed principle owner.	2019
Filed	No Limits Community Development	3581 Main St		\$ 4,205.01	Fulton - Real	6/8/20 Reminder - Emailed Property Owner - looking for payment arrangements	2019
Filed	Woo Li Inc	1451 Virginia Ave	Beverage City	\$ 3,857.79	Fulton - Real & Personal	7/13/20 Emailed owner and online payment link	2019
Filed	Metro Atlanta Airport Inc	1907 W Sloan Ave		\$ 3,735.90	Fulton - Real	7/10/20 Emailed owner and online payment link	2019
Filed	TMM Properties Inc	4764 Old National Hwy	Metro Mustang	\$ 3,374.18	Fulton - Real	7/8/20 Mailed statement to home address. Following up with a call to business	2019

\$ 181,772.07

Y Represents Lien filed against account.

NA Signifies account has not met statutory requirement for lien to be filed

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,459.62 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		9,235.02 Public Utility Digest - Clayt	or Ceased Operations July 29, 2002	
PSINet Inc			11,738.94 Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,179.34 Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,691.73 Fulton - Real	Parcel Mapping discrepancy	1992-2014

#### City of College Park Department of Finance & Accounting Top Ten Delinquent Property Tax Accounts As of July 13 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Zenga Store	Hartsfield/Concourse A		\$ 1,275.00	Clayton - Personal	6/29/20 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	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,184.95	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



# CITY OF COLLEGE PARK

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

## **REG SESSION AGENDA REQUEST**

DOC ID: 8231

DATE:	July 15	2020
	July 15	, 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: July 20, 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

Updated: 7/15/2020 1:34 PM by Rosyline Robinson

# **ATTACHMENTS:**

- Top Ten Report 071420 R (PDF)
- RF Aging Report 071320 R (DOCX)
- RC Aging Report 071320 R (DOCX)
- CF Aging Report 07132020 R (DOCX)
- CC Aging Report 07132020 R (DOCX)
- July 2020 Cut-on report R (XLSX)

## **Review:**

• Althea Philord-Bradley	Completed	07/14/2020 3:37 PM
Rosyline Robinson	Completed	07/15/2020 1:38 PM
• Terrence R. Moore	Completed	07/15/2020 2:21 PM
• Mayor & City Council	Pending	07/20/2020 7:30 PM

,			Г	City of College Park	<b></b>			1			
				TOP TEN UTILITY C	USTOMER OUTST	ANDING BALANC	ES				
	-			7/14/2020		LIDING BALANC			t		
				Prepared By Kymberli	Johnson						
					Ducinoca						
					<b>Business</b>						
Deter	Description					Weter 9	Charmen Witz Assa R		CUT OFF		
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n/a	No	No			\$51,782.52	\$3,770.31	\$6,589.10	\$62,141.93	No	30 days	Account Active
- (a	No	No			\$24,446.91	\$0.00	\$4,699.01	\$29,145.92	No	60 down	Account Active
n/a	140	140			\$24,440.91	<b>\$0.00</b>	\$4,077.01	\$27,143.72	NU	00 days	Account Active
n/a	No	No			\$10,580.59	\$12,817.53	\$3,416.00	\$26,814.12	No	30 days	Account Active
n/a	No	No			\$0.00	\$0.00	\$20,623.68	\$20,623.68	No	60days	Account Active
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Prior Adjustment	Payment Plan	Liens			Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Natur on States
Aujusunent	rian	Liens			rower	Sewer	Sanitation	Total Unpaid	LETTER	DEDI	Notes or Status
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n/a	No	No				\$16,725.23	\$3,146.00	\$19,871.23	No	90 days	Account Active
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n/a	No	No				\$6,587.31	\$11,990.04	\$18,577.35	No	60days	Account Active
n/a	No	No				\$6,113.93	\$6,883.44	\$12,997.37	No	60 days	Account Active
ii/a	INO	INO				\$0,115.95	<b>\$0,003.44</b>	\$12,997.37	NO	60 days	
				-							
					Residential						
Prior	Payment					Water &	Storm Water &		CUT OFF	AGE OF	
Adjustment	Plan	Liens	CUSTOMER NAME	Account #	Power	Sewer	Sanitation	Total Unpaid	LETTER	DEBT	Notes or Status
											Service Restored Per City Council
No	No	No			\$450.82	\$4,027.81	\$471.07	\$4,949.70	Yes	180 days	on (Electric) 04/07/20
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No	No	No			\$2,552.86	\$1,868.79	\$203.51	\$4,625.16	Yes	180 dovo	Account is Active
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				TOTALS	\$90,447.95	\$51,910.91	\$85,105.24	\$227,464.10			
		NUL	Signifies that Lien has no	ot been filed due to legal statue	(not property owner)						
		*	Represents Lien filed aga	ainst account							
		N/A	Signifies account Lien ha								
yes				d prior billing adjustment							
N/A			Signifies account that has	s not received prior billing adju	stment						

City of College Park		A/R AG	GING		07/2	13/2020 17:17:25	Page: 1
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008 0002 008 0002 008 0002 008 0002 008 0002		1943.22 194.38 809.08 561.58	187.21 70.44 231.11 211.70	0.00 104.23 98.34 233.75	0.00 855.99 0.00 326.49	2130.43 04/16/2020 1225.04 07/02/2020 1138.53 06/10/2020 1333.52 03/03/2020	359.87 150.00 T 150.00 T 290.81 T

City of College Park

07/13/2020 17:17:45 Page: 2

Cyc Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Pa Date	Amount	
008 0002 008 0002 008 0002 008 0002 008 0002 008 0002 008 0002			21.56 694.58 368.37 353.69 361.37 541.26	10.78 181.34 143.19 139.71 174.97 133.44	16.95 155.10 170.75 165.21 199.81 80.94	1006.78 243.02 587.98 487.29 339.57 326.88	1056.07 ( 1274.04 ( 1270 29 (	01/23/2020 02/13/2020 03/04/2020 02/26/2020 02/24/2020	300.00 187.99 135.00 80.00	T T
008 0002 008 0002 008 0002 008 0002 008 0003 008 0003 008 0003 008 0003 008 0003 008 0003 008 0004 008 0004 008 0004			$\begin{array}{c} 216.68\\ 395.09\\ 339.79\\ 1386.82\\ 431.62\\ 722.61\\ 594.28\\ 842.41\\ 452.62\\ 298.72\\ 594.79\\ 560.29\\ 815.08\end{array}$	$\begin{array}{c} 269.74 \\ 148.25 \\ 105.13 \\ 414.37 \\ 150.02 \\ 275.89 \\ 206.15 \\ 304.28 \\ 200.77 \\ 152.90 \end{array}$	231.04 222.71 160.73 107.48 238.84 277.01 374.92 266.82	308.99 238.80 604.45 0.00 265.99 774.50 0.00 221.72 245.56 629.54	1026.45 ( 1004.85 ( 1210.10 ( 1908.67 ( 2050.01 ( 1635.23 (	06/10/2020 03/03/2020 03/03/2020 04/22/2020 03/03/2020 05/22/2020 05/22/2020 03/03/2020 02/27/2020 02/06/2020 03/20/2020 03/20/2020		T T T O T T
36 Sub	totals for Cycle 008		22378.53	7563.04	7896.88		54838.44			
Cycle:	15									
015 0001										
015 0001 015 0002 015 0002 015 0002 015 0002 015 0002			$\begin{array}{r} 4751.72\\ 263.72\\ 9741.93\\ 144.22\\ 163.81\\ 186.91\\ 248.88\\ 266.32\\ 347.42\\ 102.92\\ 265.71\\ 447.02\\ 9263.42\\ 114.85\\ 423.45\\ 260.35\\ 183.85\\ 225.93\\ 28619.43\\ 1559.38\end{array}$	$\begin{array}{c} 8245.65\\ 206.97\\ 4975.95\\ 79.42\\ 138.18\\ 76.47\\ 189.84\\ 233.65\\ 285.94\\ 101.27\\ 209.33\\ 105.25\\ 9259.47\\ 99.947\\ 278.13\\ 190.87\\ 210.80\\ 157.51\\ 24104.19\\ 1388.24 \end{array}$	1618.72	0.00 425.09 0.00 677.74 870.39 835.29 640.14 954.00 278.37 725.99 246.32 386.98 0.00 738.34 677.84 407.01 632.98 564.24 0.00 4204.43	1056.78 ( 14717.88 ( 1020.47 ( 1405.75 ( 1218.32 ( 1204.62 ( 1634.38 ( 1112.30 ( 1009.89 ( 1019.08 ( 27717.64 ( 1047.38 ( 1055.48 ( 1032.44 ( 1208.87 ( 1081.58 ( 67987.23 ( 8770.77 (	02/24/2020 03/03/2020 03/03/2020 02/13/2020 03/12/2020 01/21/2020 02/10/2020 06/16/2020 01/14/2020 02/04/2020 02/06/2020	$\begin{array}{c} 3806.88\\ 200.00\\ 325.00\\ 400.00\\ 100.00\\ 516.22\\ 291.04\\ 295.82\\ 424.41\\ 196.30\\ 9401.45\\ 107.48 \end{array}$	ноннннннононннн
015 0001 015 0002 015 0002 015 0002 015 0002 015 0002 015 0002	totals for Cycle 015		$\begin{array}{c} 263.72\\ 9741.93\\ 144.22\\ 163.81\\ 186.91\\ 248.88\\ 266.32\\ 347.42\\ 102.92\\ 265.71\\ 447.02\\ 9263.42\\ 114.85\\ 423.45\\ 260.35\\ 183.85\\ 225.93\\ 28619.43\\ 1559.38 \end{array}$	$\begin{array}{c} 206.97\\ 4975.95\\ 79.42\\ 138.18\\ 76.47\\ 189.84\\ 233.65\\ 285.94\\ 101.27\\ 209.33\\ 105.25\\ 9259.47\\ 99.94\\ 278.13\\ 190.87\\ 210.80\\ 157.51\\ 24104.19\\ 1388.24 \end{array}$	$\begin{array}{c} 161.00\\ 0.00\\ 119.09\\ 233.37\\ 119.65\\ 125.76\\ 180.41\\ 200.57\\ 79.71\\ 459.65\\ 79.83\\ 9194.75\\ 94.25\\ 172.06\\ 174.21\\ 181.24\\ 133.90\\ 15263.61\\ 1618.72 \end{array}$	$\begin{array}{r} 425.09\\ 0.00\\ 677.74\\ 870.39\\ 835.29\\ 640.14\\ 954.00\\ 278.37\\ 725.99\\ 246.32\\ 386.99\\ 0.00\\ 738.34\\ 677.84\\ 407.00\\ 738.34\\ 632.98\\ 564.24\\ 0.00\\ 4204.43\\ \end{array}$	1056.78 ( 14717.88 ( 1020.47 ( 1405.75 ( 1218.32 ( 1204.62 ( 1634.38 ( 1112.30 ( 1009.89 ( 1019.08 ( 27717.64 ( 1047.38 ( 1055.48 ( 1032.44 ( 1208.87 ( 1081.58 ( 67987.23 ( 8770.77 (	01/13/2020 06/05/2020 01/10/2020 02/24/2020 03/03/2020 03/03/2020 03/12/2020 03/12/2020 01/17/2020 01/17/2020 06/16/2020 01/14/2020 02/04/2020 02/06/2020 01/07/2020	$\begin{array}{c} 233.34\\ 3806.88\\ 200.00\\ 325.00\\ 400.00\\ 100.00\\ 516.22\\ 291.04\\ 295.82\\ 424.41\\ 196.30\\ 9401.45\\ 107.48\\ 238.00\\ 189.68\\ 115.00 \end{array}$	ноннннннононнннно
015 0001 015 0002 015 0002 015 0002 015 0002 015 0002 015 0002	totals for Cycle 015 22		$\begin{array}{c} 263.72\\ 9741.93\\ 144.22\\ 163.81\\ 186.91\\ 248.88\\ 266.32\\ 347.42\\ 102.92\\ 265.71\\ 447.02\\ 9263.42\\ 114.85\\ 423.45\\ 260.35\\ 183.85\\ 225.93\\ 28619.43\\ 1559.38 \end{array}$	$\begin{array}{c} 206.97\\ 4975.95\\ 79.42\\ 138.18\\ 76.47\\ 189.84\\ 233.65\\ 285.94\\ 101.27\\ 209.33\\ 105.25\\ 9259.47\\ 99.94\\ 278.13\\ 190.87\\ 210.80\\ 157.51\\ 24104.19\\ 1388.24\\ \end{array}$	$\begin{array}{c} 161.00\\ 0.00\\ 119.09\\ 233.37\\ 119.65\\ 125.76\\ 180.41\\ 200.57\\ 79.71\\ 459.65\\ 79.83\\ 9194.75\\ 94.25\\ 172.06\\ 174.21\\ 181.24\\ 133.90\\ 15263.61\\ 1618.72\\ \end{array}$	$\begin{array}{r} 425.09\\ 0.00\\ 677.74\\ 870.39\\ 835.29\\ 640.14\\ 954.00\\ 278.37\\ 725.99\\ 246.32\\ 386.99\\ 0.00\\ 738.34\\ 677.84\\ 407.00\\ 738.34\\ 632.98\\ 564.24\\ 0.00\\ 4204.43\\ \end{array}$	1056.78 ( 14717.88 ( 1020.47 ( 1405.75 ( 1218.32 ( 1204.62 ( 1634.38 ( 1112.30 ( 1009.89 ( 1009.89 ( 1019.08 ( 27717.64 ( 1047.38 ( 1047.38 ( 1047.38 ( 1032.44 ( 1208.87 ( 1081.58 ( 67987.23 ( 8770.77	01/13/2020 06/05/2020 01/10/2020 02/24/2020 03/03/2020 03/03/2020 03/12/2020 03/12/2020 01/17/2020 01/17/2020 06/16/2020 01/14/2020 02/04/2020 02/06/2020 01/07/2020	$\begin{array}{c} 233.34\\ 3806.88\\ 200.00\\ 325.00\\ 400.00\\ 100.00\\ 516.22\\ 291.04\\ 295.82\\ 424.41\\ 196.30\\ 9401.45\\ 107.48\\ 238.00\\ 189.68\\ 115.00 \end{array}$	ноннннннононнннно

City of College Park		A/R A	GING		07/	13/2020 1	7:17:53	Page: 3	\$
Cyc Rte Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Pa Date	Amount	=
1 Subtotals for Cycle 022		543.41	256.37	303.21	0.00	1102.99			
Cycle: 25 025 0001		13970.88	6652.80	0.00	0.00	20623.68	05/14/2020	6652.80 0	)
<b>1</b> Subtotals for Cycle 025		13970.88	6652.80	0.00	0.00	20623.68			
79 Grand Totals	==	94474.06	65009.28	36791.87	30265.14	226540.35			

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

Filter: (category = 'RF' AND end\_date IS NULL)

City of College Park		A/R AG	GING		07/1	3/2020 17:2	22:59	Page:	1
Cyc Rte Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	 Total	Last Pay Date	vment Amount	
Cycle: 15									
015 0001 015 0001 015 0001 015 0003 015 0003		202.06 181.36 217.56 433.86 418.95	170.89 190.12 259.83 417.31 466.27	147.47 199.70 148.78 364.73 187.61	622.66 595.39 631.86 591.20 1453.36	1143.08 02 1166.57 02 1258.03 01 1807.10 06 2526.19 02	2/18/2020 1/17/2020 6/24/2020	400.00	Т Т О Т
5 Subtotals for Cycle 015		1453.79	1504.42	1048.29	3894.47	7900.97			
5 Grand Totals	===	1453.79	1504.42	1048.29	3894.47	7900.97			

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 Col	llege Park		A/R A	GING		07/	13/2020 1	7:07:24	Page:	1
Cyc Rte	Account Name	Home Phone		31 to 60			Total		Amount	
Cycle:	1									
001 0002 001 0002 001 0002 001 0002 001 0002 001 0002			2005.29 2585.61 27065.28 602.32 1053.08	1174.73 1174.10 10864.46 226.67 598.67		3438.56 0.00 24212.19 623.23 3668.87	62141.93 1452.22 5320.62	04/06/2020 04/16/2020 03/09/2020 01/31/2020	1103.83 200.00 1571.60	T O T
5 Subto	otals for Cycle 001			14038.63		31942.85				
Cycle:	8									
008         0003           008         0003           008         0003           008         0003           008         0003           008         0003           008         0003           008         0003           008         0003           008         0004           008         0004           008         0004			2313.37 628.09 2292.70 2185.44 1315.41 1909.11 115.72 19376.25 5891.32 5233.74	661.79 1010.55 299.53 818.55 57.86 9769.67 3115.97 2951.58	$\begin{array}{c} 0.00\\ 266.55\\ 1243.23\\ 0.00\\ 651.68\\ 971.31\\ 57.86\\ 0.00\\ 3174.63\\ 0.00 \end{array}$	$\begin{array}{c} 1398.02\\ 0.00\\ 462.05\\ 1091.10\\ 1686.07\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	1313.72 5595.74 3195.99 2728.67 4790.07 1917.51 29145.92 12181.92 8185.32	04/28/2020 02/25/2020 03/04/2020 03/04/2020 03/04/2020 03/04/2020 12/13/2019 04/28/2020 03/19/2020 04/28/2020	$1356.39 \\ 260.68 \\ 585.43 \\ 417.97 \\ 500.00 \\ 1300.00 \\ 109.00 \\ 13501.88 \\ 3387.20 \\ 5083.04 \\$	0 0 1 0 1
<b>11</b> Subt	totals for Cycle 008		41261.15		6365.26	4904.39				
Cycle:	15									
015 0000 015 0000 015 0001 015 0003 015 0003 015 0003 015 0003 015 0003 015 0003 015 0003 015 0003 015 0004 015 0004 015 0004			$\begin{array}{c} 1533.55\\ 417.00\\ 619.55\\ 6394.50\\ 583.41\\ 595.74\\ 602.65\\ 884.02\\ 243.74\\ 1417.09\\ 4719.61\\ 881.62\\ 2433.17\\ 1028.05\\ 910.08 \end{array}$	$\begin{array}{c} 1493.72\\ 417.00\\ 619.55\\ 12182.85\\ 421.05\\ 505.84\\ 467.99\\ 546.95\\ 133.78\\ 972.13\\ 3215.19\\ 616.48\\ 2433.17\\ 862.48\\ 691.91\\ \end{array}$	$\begin{array}{c} 0.00\\ 417.00\\ 619.55\\ 0.00\\ 376.70\\ 490.39\\ 491.06\\ 585.04\\ 156.38\\ 1139.97\\ 3386.50\\ 36.58\\ 0.00\\ 0.00\\ 58.27 \end{array}$	$\begin{array}{c} 0.00\\ 1269.63\\ 3783.42\\ 0.00\\ 2318.03\\ 602.41\\ 254.09\\ 658.99\\ 541.82\\ 0.00\\ $	$\begin{array}{c} 2520.63\\ 5642.07\\ 18577.35\\ 3699.19\\ 2194.38\\ 1815.19\\ 2675.02\\ 1075.72\\ 3529.19\\ 11321.30\\ 1534.68\\ 4866.34\\ 1890.53\end{array}$	06/05/2020 06/11/2020 03/17/2020 03/13/2020 03/13/2020 03/13/2020 06/10/2020 05/04/2020 05/04/2020 05/04/2020 04/30/2020 07/07/2020	1521.32 8800.27 621.05 644.00 1000.00 1000.11 429.75 1500.00 4270.41 2000.00 2433.17 542.98 350.00	ОООНН НОНО
15 Subt	totals for Cycle 015		23263.78	25579.49	7757.44	9428.39	66029.10			

City of College Park		A/R AG	GING		07/	13/2020 1	7:07:26	Page:	2
Cyc Rte Account Name	Home Phone	0 to 30	31 to 60	61 to 90 Ov	er 91	Total	Last Pa Date	Amount	
Cycle: 21 021 0001		32.38	32.38	32.38 1	108.96	1206.10	05/04/2020	150.00	0
1 Subtotals for Cycle 021		32.38	32.38	32.38 1	108.96	1206.10			

31 Grand Totals	97868.89	14155.08	219267.10
	59858.	54 47384	4.59

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

City of College	Park		A/R A	GING		07/	13/2020 1	7:03:47	Page:	1
Cyc Rte Acc	count Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Pa Date	ayment Amount	
Cycle: 15										
015 0000 015 0001 015 0002 015 0002 015 0002 015 0002			644.00 3947.05 465.38 3842.89 15741.19 958.48	644.00 3783.93 407.84 2596.27 11072.93 552.84	$\begin{array}{c} 0.00\\ 0.00\\ 337.67\\ 1649.58\\ 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	7730.98 1210.89 8088.74 26814.12	06/04/2020 06/05/2020 05/05/2020 06/17/2020 06/26/2020 06/02/2020	644.00 3830.10 5000.00 15200.00 983.10	0 0 1 0 0
6 Subtotals	for Cycle 015		25598.99	19057.81	1987.25	0.00	46644.05			
6 Grand Totals		===	25598.99	19057.81	1987.25	0.00	<b>46644</b> .05			

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)

		July 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 Reco				
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.J ohnson		Grand Totals	\$ 48,179.51	\$ 45,153.31	\$ 3,026.20

