Mayor & City Council

Regular Session Meeting

~ Agenda ~

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

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

Experience College Park
Georgia's Global City

Monday, September 21, 2020 **7:30 PM** **Council Chambers**

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

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

A. Approval of Regular Session Minutes dated September 8, 2020

ACTION:

_____

_____

B. Approval of Workshop Session Minutes dated September 8, 2020.

ACTION:

_____

_____

4. Proclamations, Resolutions, Plaques, and Announcements
5. Remarks of Citizens
6. Other Business

A. Consideration of and action on a request from the Historic College Park Neighborhood Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to display directional signs beginning October 4, 2020 for an annual community yard sale scheduled for October 10, 2020 from 8:00am until 2:00pm in the historic neighborhood district. See memorandum dated September 11, 2020 from Director of Inspections Oscar Hudson. Also, see attached supporting documentation. Wards 1 & 3.

ACTION:

_____

_____

B. Consideration of and action on a request from City Haus Developer Solutions for an exemption to the Advertising Matter Ordinance in order to display directional signs to new homes under development off of Temple Avenue. See memorandum dated September 10,

2020 from Chief Building Inspector Oscar Hudson. Also, see attached background information. Ward 3.

ACTION:

C. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated September 17, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.

7. Public Hearings

A. Consideration of and action on a request to set a Public Hearing to consider the rezoning of 3907 Main Street from DC - Downtown Commercial to C2 - Community Business Zoning District. A Public Hearing date of October 5, 2020 is recommended. See memorandum dated September 11, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 1.

ACTION:

B. Consideration of and action on a request to set a Public Hearing to consider a Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community Business Zoning District. A Public Hearing date of October 5, 2020 is recommended. See memorandum dated September 11, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 1.

ACTION:

8. Bids, Change Order Requests and Contracts

A. Consideration of and action on a request for approval to extend the professional services agreement between the City of College Park and Kearns & West for consulting services related to the City of College Park Strategic Plan. See memorandum dated September 17, 2020 from Chief Information Officer Michael Hicks requesting approval. Also, see attached proposed cost estimate in the amount of $19,968.75. This is not a budgeted item.

ACTION:

B. Consideration of and action on a request for approval of the replacement of the Water Side Heat Pump (WSHP) #12 at the Federal Aviation Administration (FAA) Regional Headquarters. See memorandum dated September 10, 2020 from City Manager Terrence

R. Moore and letter dated September 1, 2020 from Colliers International Commercial Property Manager Ron Wilkerson recommending Batchelor & Kimball, Inc. in the amount of $25,559.00. Also, see attached proposal. This is a budgeted item. Ward 3.

ACTION:

C. Consideration of and action on a request for approval of the replacement of the Hydraulic Dock Lift at the Federal Aviation Administration (FAA) Regional Headquarters. See memorandum dated September 8, 2020 from City Manager Terrence R. Moore and letter dated September 1, 2020 from Colliers International Commercial Property Manager Ron Wilkerson recommending Pro Lift Dock & Doors, Inc. in the amount of $18,449.50. Also, see attached quote. This is a budgeted item. Ward 3.

ACTION:

D. Consideration of and action on a request for approval of a one (1) year contract extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia International Convention Center, plus additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium and Fire Station #2). See memorandum dated August 25, 2020 from Convention Center Executive Director Mercedes Miller recommending extension of the contract for an amount of $147,502.00 for the Convention Center and Arena and, $49,475.00 for the additional City facilities. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

E. Consideration of and action on a request for approval of a Power Sales Contract between the City of College Park and ATL Data Centers, LLC. See memorandum dated September 11, 2020 from Power Director Hugh Richardson recommending approval. Also, see attached proposed contract and sales analysis. This item was deferred during the September 8, 2020 Regular Session.

ACTION:

F. Consideration of and action on a request for approval of a Service Agreement between the City of College Park and Motorola Solutions, Inc. for maintenance, support, or other services for the Police Public Safety radio system. See memorandum dated September 11, 2020 from Chief of Police Ferman Williford requesting approval at an annual cost of

$57,081.98. Also, see attached proposed Service Agreement. This is a budgeted item. This item was deferred during the September 8, 2020 Regular Session.

ACTION:

G. Consideration of and action on a request to ratify the City Manager's approval of the emergency repair of pump #2 at the Southeast Lift Station located at 1219 Forest Parkway. See memorandum dated September 14, 2020 from Director of Public Works Mike Mason recommending approval of Goforth Williamson, Inc. in the amount of $19,980.00. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

H. Consideration of and action on bids received to perform street resurfacing work in Oxford Walk Subdivision under the Georgia Department of Transportation (GDOT) 2020 Local Maintenance and Improvement Grant (LMIG) Program. See memorandum dated September 15, 2020 from Director of Public Works recommending East Coast Grading, Inc. as the lower bidder in the amount of $25,783.32. Also, see attached supporting documentation. Ward 1.

ACTION:

I. Consideration of and action on a request for approval of Cyber Security monitoring of the City's network by KROLL as the monitoring company, Red Canary as the status portal, and Carbon Black as the monitoring software to prevent Cyber-attacks or any ransomware attack. See memorandum dated September 17, 2020 from Chief Information Officer Michael Hicks requesting approval. Also, see attached proposal in the amount of $48,800.00 annually. This is not a budgeted item.

ACTION:

9. Unfinished (Old) Business

A. Final approval is being requested for the Six West development district plan that focuses on implementation, including Phase 1 infrastructure, costs, financing options, schedule and next steps. See memorandum dated September 15, 2020 from Director of Economic Development Artie Jones, III. Also, see attached supporting documentation.

ACTION:

10. New Business

A. Consideration of and action on a request for approval to place a four (4) way stop sign at the intersections of Cambridge Avenue at Conley Street and College Street at Walker Avenue to reduce speeding and make the area safer for the community while walking. See memorandum dated September 14, 2020 from Chief of Police Ferman Williford requesting authorization to install the four (4) stop signs at a total approximate cost to the City of $300.00. Ward 1.

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 September 14, 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 September 17, 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: 8262

DATE: September 17, 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 September 8, 2020

See attached Regular Session Minutes dated September 8, 2020.

Thank you.

ATTACHMENTS:

- RS090820 (DOC)

Review:

- Shavala Moore Completed 09/16/2020 1:22 PM
- Rosyline Robinson Completed 09/17/2020 12:25 PM
- Terrence R. Moore Completed 09/17/2020 12:29 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
SEPTEMBER 8, 2020

MINUTES

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

Absent: None.

1. Opening Ceremonies.

   A. Pledge of allegiance to the flag.

   B. Invocation by Rev. Alexander.

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

   City Manager Terrence Moore said I would like to table Item 8b, Motorola Solutions Inc., until September 21, 2020; and add Item 9b, Discuss and move on the Strategic Plan.

ACTION: Councilman Clay moved to table Item 8b, Motorola Solutions Inc. until September 21, 2020; and to add Item 9b, Discussion and approval of the Strategic Plan, seconded by Councilman Taylor and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

   A. Regular Session held August 17, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated August 17, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

   B. Workshop Session held August 17, 2020.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated August 17, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Presentation of a Proclamation honoring long-time resident and community leader, Mr. Richard D. Zupp, Jr., for his accomplishments and dedicated service to the City of College Park Department of Recreation & Cultural Arts.

Mayor Motley Broom read the Proclamation into the record honoring Mr. Richard D. Zupp, Jr., for his accomplishments and dedicated service to the City of College Park.

Director of Recreation & Cultural Arts Michelle Johnson said a few words about Mr. Zupp, Jr.

Councilman Allen said he was just a beautiful person.

Councilman Clay said he was always there when we had any civic event; a parade, fish fry, the opening day of baseball, or anything he could participate in.

Mayor Motley Broom said when I first met Mr. Zupp, I realized this is the Richard Zupp of Zupp Park. He is such a legend. So warm and so kind. His eyes glimmered. He will be missed.

Director of Recreation & Cultural Arts Michelle Johnson said, and his singing abilities will be missed throughout the community.

Mrs. Sherry Higgins, Daughter of Mr. Zupp, said I am completely humbled and hard to talk, but he was a great man. Even today when I was doing some work in my office, a piece of paper slipped down, and it was what I was looking for in his handwriting. So, I know he is going to be helping me from up there and helping all you, too. He loved all you as much as you all loved him.

Director of Recreation & Cultural Arts Michelle Johnson said our hearts go out to you and your family.

Mrs. Higgins said thank you.

5. Remarks Of Citizens.

a. City Clerk Shavala Moore read into the record comments from Mrs. Marjorie Dent, 4021 Jessie A. Dent Jr. Road, College Park, Georgia. I am a 45-year resident, and I have established a ministry in this city and was a pastor for 32 years. I want to thank and acknowledge Councilman Gay for a quick response to a request for adding lighting to prevent illegal activity at Karen Road and Jessie A. Dent, Jr. Road. A special thanks to College Park Police for patrolling that area frequently.

b. City Clerk Shavala Moore read into the record comments from Stanley Muhammad. I want to thank Councilman Gay, his sons, and Brother Black and his family for supporting Louis Farrakhan on the Divine Message. It was a magnificent event. Thank you, Councilman Gay and Mrs. Wilson, for supporting Project Torchlight in the

Greensprings Apartments. We gave away 50 grocery bags. Project Torchlight did the same for Ward 1 in the College Park View Apartments.

Mr. Muhammad quoted Matthew 25:35-40 via City Clerk Shavala Moore into the record.

c. City Clerk Shavala Moore read into the record comments from Ms. Virginia Smith, 10337 Main Street Academy, College Park, Georgia. We need speed breakers on Lakeshore Drive near our school to support road safety. One of our school resource officers was hit by an uninsured speeding driver. We think this will be a great safety measure for all. Our officer has since recovered. Thank you.

d. City Clerk Shavala Moore read into the record comments from Jasmine Hemp, 2646 Brandon Road, College Park, Georgia. I want to thank Councilman Gay and the College Park Police for trying to resolve an ongoing issue on Brandon Road. Thank you.

e. City Clerk Shavala Moore read into the record comments from Mrs. CoCo Bright, 2623 Brandon Road, College Park, Georgia. I want to talk about unruly neighbors. First of all, I want to thank Councilman Gay and the College Park Police for their efforts in trying to maintain a quiet respectable neighborhood on Brandon and Greensprings. The neighbor at 2265 Brandon Road does not intend to adhere to the laws regarding excessive noise. The young people ride dirt bikes up and down the road all times of the day and night. The majority of our neighbors are 30 to 40-year residents. In our time here we have never had to endure such a blatant disregard to police warnings and removal of their bikes. May we please have an update from our Code Enforcement Supervisor whom I believe spoke to the leasing agent.

f. City Clerk Shavala Moore read into the record comments from Steven Muhammad, Independent Candidate for U.S. 5th District. I want to thank Councilman Gay for your great work for the Census. It was an outstanding effort that you and your children hosted. Meals were delivered and everyone observed the rules of COVID-19. Your labor of love was unparalleled. The citizens of Ward 4 all love you and your family. We appreciate being there with you and your service for the community.

6. Other Business.

A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software.

Director of Power Hugh Richardson gave a brief update on the AMI System, to include meter performance. I am hoping to get the meter reads down as close to zero in a couple of months.

Director of Power Hugh Richardson discussed water leak alerts and KWH Sales. We have had a cooler summer than last year. I think it is the commercial customers that are not using power. Any questions?

Councilman Clay said this is an outstanding report. I was impressed when we got the numbers down to 100 water meters. It just proves that now staff is totally on board. I see no reason why we can't get these down to almost zero.

Mayor Motley Broom asked, anything else?

There were no further questions or comments.

B. Discussion and update on recently adopted ordinances and resolutions.

There was no discussion on this item.

C. Presentation on Six West development district plans focusing on implementation, including Phase 1 infrastructure, costs, financing options, schedule, and next steps.

Director of Economic Development Artie Jones said this presentation is on the 6 West District Plan. The panel with me today is Deanna Murphy of the Sizemore Group, Bill de St. Aubin of the Sizemore Group, and City Planner Michelle Alexander.

Mr. St. Aubin discussed the project's vision and the concept plan.

Mr. St. Aubin discussed the cost implementation of the innovative parking strategies, streetscapes, 6-acre space, cultural center, 5K Trail, and the golf course. Phase 1 is to connect the downtown to Camp Creek Parkway.

Mr. St. Aubin discussed the slide with the Legend, to include the Office Headquarters, golf entertainment, Camp Creek District, luxury retail district, and the downtown in-fill commercial incremental district.

Mr. St. Aubin discussed the 5K Trail. I will let Deanna speak now.

Ms. Murphy discussed the district plan update shown in red on the map.

Ms. Murphy discussed the retail district's full buildout.

Ms. Murphy discussed environmental placemaking and the retail district pattern book with different appeals.

Ms. Murphy discussed retail district regulations and standards.

Ms. Murphy discussed the full buildout for the Camp Creek District for Phase 1 and Phase 2, along with the district regulations.

Ms. Murphy discussed the incremental district connecting downtown with an art alley and office loft with a garage making sure the history is still part of this development.

Ms. Murphy discussed Phase 1 and 2 of the office district and its regulations.

Ms. Murphy discussed the golf entertainment district and its regulations, Phase 1.

Ms. Murphy discussed destination drivers, to include retail, office, hotel, and incremental commercial mixed use.

Ms. Murphy said we are recommending storm water facilities in the retail district and the reconfiguration of the golf course.

Ms. Murphy discussed Phase 1 of the infrastructure and the cost estimate.

Ms. Murphy said the overall fee for the first priority is $60 million. Additionally, there are alternatives for Phase 1 to consider; that would be the landing park component, the cultural building, and the parking deck with the rock-climbing wall. The full cost of the project is $275 million.

Ms. Murphy discussed the storm water facility and green space. The larger cost includes, not only this facility, but storm water upgrades throughout the site. It includes the roads highlighted here (indicating). And lastly, water and sewer upgrades and connections throughout the site as diagramed in the illustration here (indicating). I will pass it back to Artie.

Director of Economic Development Artie Jones said thank you Deanna and Bill. The phasing estimates chart identifies those particular projects that we have under contract and the ones that are coming. We do have the residential project, the 56-acre project that is under contract to build 448 units. That cost is $160 million to $200 million. The Residential 2, the 4 acres, that site is $14 million in development and 24 residential units. The golf entertainment component is 15 acres, and that will range around $220 million to $250 million in development. On the hotel at the corner of Columbia Avenue and Rhodes Street, that is $41 million. We have several projects within the incremental development that attaches Main Street and MARTA, to a retail and office district that is one of the hottest areas within the entire development. At buildout, the development will be worth $1.5 billion.

Director of Economic Development Artie Jones discussed a number of incentives, to include a federal opportunity zone, state opportunity zone, a tax allocation district, and tax abatement.

Director of Economic Development Artie Jones said the DRI was completed back in June of 2020. The zoning was approved in August of 2020. We hope the district plans are accepted with approval this evening, and we are working with various financing strategies to finance the infrastructure for the development. Any questions?

Councilman Clay said I had most of my questions answered in advance. The one thing that bothers me about the letter of transmittal was there were a lot of department heads whose agreement or approval sign-off was pending. So, one of the things I would like to hear, and Council to hear, is whether the department heads are comfortable with this, especially the ones that are saying "pending" on the letter of transmittal. I will turn that one over to Terrence.

City Manager Terrence Moore said in the process of compiling the agenda transmittal, Artie and various department heads convened last week. The "pending" is the timing of the agenda packet. The respective staff meeting involving Artie and the department directors took place on the morning of September 2, 2020. So, it is a function of timing.

Councilman Clay said, for the record, all your department heads agree.

City Manager Terrence Moore said yes. I offer that background.

Councilman Clay asked Artie Jones, are you comfortable Artie?

Director of Economic Development Artie Jones said yes, sir, I'm very comfortable. I enjoyed working with the Sizemore Group. They did a really great job in spite of COVID-19.

Councilman Clay said I think it's an outstanding piece of work.

Councilman Allen said tell me a little bit more about the Rhodes Street Bridge and the trail underneath it. Are there 2 or 3 options?

Mr. St. Aubin said grading is relatively important in the elevation to make something walkable. The short answer is you have a bridge so you can ride underneath it. The bridge is opened up and goes across. It helps cyclists go without having to come back onto the road.

Councilman Allen said I'm a cyclist. That is why I was asking the question.

Councilman Clay said one of your alternatives was a tunnel.

Councilman Allen said with a tunnel you have water leaks. The bridge will be much safer.

Mayor Motley Broom asked, any other questions? Is this to adopt or just informational?

City Manager Terrence Moore said informational.

7. Public Hearings. None.

8. Bids, Change Order Requests And Contracts.

A. Consideration of and action on a request for approval of a Power Sales Contract between the City of College Park and ATL Data Centers, LLC.

Director of Power Hugh Richardson said this is an opportunity to sell excess power and an opportunity for our larger customer to expand. I had a conference call with MEAG on what our actual excess power is and what would our market rate be should we have to purchase more power if this customer expands. I recommend tabling this contract, until I get some more assurance and bring it back later.

ACTION: Councilman Clay moved to defer a request from Hugh Richardson on a Power Sales Contract between the City of College Park and ATL Data Centers, LLC, until the next Regular Session of Mayor & Council to be held on September 21, 2020, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Consideration of and action on a request for approval of a Service Agreement between the City of College Park and Motorola Solutions, Inc. for maintenance, support, or other services for the Police Public Safety radio system.

ACTION: Councilman Clay moved to table Item 8b., Consideration of and action on a request for approval of a Service Agreement between the City of College Park and Motorola Solutions, Inc. for maintenance, support, or other services for the Police Public Safety radio system, until September 21, 2020, seconded by Councilman Taylor and motion carried. (All Voted Yes).

C. Consideration of and action on a request for approval to purchase and install speed cushions along Herschel Road and along Lakeshore Drive.

Councilman Clay said I have only 1 comment. The cover letter talks about Herschel Road and Lakeshore Drive. But following some question as to where the quantity of pads that we are ordering, I think they are also going to be installed on the other road; is that correct Chief?

Police Chief Williford said we are looking at Janice Drive because people are speeding. We think 3 speed cushions on Lakeshore should be sufficient to some traffic down there, and 1 on the east side of Lakeshore to help slow traffic in the immediate school zone.

Councilman Clay said we have 2 locations on Herschel Road.

Police Chief Williford said Herschel Road from Camp Creek down to Old National, a total of 6 there.

Councilman Allen asked, where are these going to be located on Lakeshore?

Police Chief Williford said the one on Lakeshore now is up around Glenda Drive. We are looking at Alexander and Fredricksburg, and further up just west of York Road.

ACTION: Councilman Clay moved to approve a request from Chief of Police Ferman Williford to purchase and install (6) speed cushions along Herschel Road from Camp Creek down to Old National; and along Lakeshore Drive on Alexander, Fredricksburg, and further up just west of York Road, seconded by Councilman Gay and motion carried. (All Voted Yes).

9. Unfinished (Old) Business.

A. Consideration of and action to support the College Park Main Street Association (CPMSA) to create a larger outdoor dining atmosphere helping to ensure maximum patronage and safety to Main Street businesses from Princeton Avenue to Yale Avenue in collaboration with committed business owners.

Main Street Manager Renee Coakley said we wanted to give you an update of some exciting things we have done since the last presentation. Co-Chair Grace Lunsford is going to give us some history on her viewpoints, and I will move forward from there.

Ms. Lunsford said we talked with GDOT about the parklets. There is a business opportunity to get back to work and improve downtown.

Ms. Lunsford gave a brief power point presentation, to include multiple cities using parklets.

Ms. Lunsford discussed partnering with GDOT and the community College Parklets.

Ms. Lunsford discussed a design with Six West, a pilot program involving Milk and Honey and Virgil's, and creating a destination.

Ms. Lunsford said there is $10,000.00 from CPMSA; $15,000.00 from the Community Crowd Fund; and hopefully some from the City of College Park. Option B would be to cover all 7 parking spaces between the pedestrian alley and Harvard, and add an alcohol ordinance, and that the City meets the question that Catherine put forth in her letter; that Public Works is to receive and assist in the installation of parklet materials and finish our funding goals by committing to $25,000.00 to actually meet our budgetary goal of the College Parklets. Any questions?

Councilman Clay said most of my questions were answered satisfactorily. To the one area that I was concerned about was in routing the sidewalk on the outside of the parklet. I understand why it is unattractive, but my concerns are several. First off, you have people who are dining right next to the road separated by a planter or buffer or railing, and people on the sidewalk would be more aware of oncoming traffic and some impending issue.

Councilman Clay said the second thing is, if the parklets were next to the building, as opposed to being separated from it, you could associate a parklet with a particular restaurant. I am pretty well content. I have even contributed a small amount to this. It means we are going to have to deal with waiter staff traveling between the parklets across from the restaurants to bring beverages. What if some random person comes down and sits

in a parklet that is assigned to a restaurant? How do we handle that? If it were connected to the restaurant and railing, wouldn't it be clear that that was associated with the restaurant? We need to think about how we are going to manage the assignment of spaces at a particular restaurant. Could Virgil's serve something way down by the end near The Depot? How would we administer this?

Ms. Lunsford said the walk thing is a no go, mainly because of GDOT. But there is a 2-foot space that the parklet will be in away from the road, as well.

Councilman Clay asked, would GDOT allow us to put candlesticks in there?

Ms. Lunsford said yes.

Councilman Allen said these are everywhere. They do walk across the sidewalks. And several of them have a little section where they block them off. And if somebody comes and sits down, the waiter tells them it is for service there, and the people move. They are great. I love them. Once you do this one, you will do more. You said it will be from Princeton to Yale. Are you planning to go all the way down to Yale?

Ms. Lunsford said no, from the pedestrian alley to Harvard.

Councilman Allen said I think it is a great idea. I thank you very much. And I'm like Ambrose, I have some skin in the game too.

Councilman Gay said I support it as well. But the parking space across the street in front of the railroad tracks is public parking. Have we ever considered that being a parklet to keep the park space open? And two, we made a huge investment in the alley. I thought that was going to grow into an outdoor sitting space.

Ms. Lunsford said the alley investment is an alley that is not directly behind where this parklet is going to be. It could be something that is continued in other places.

Mayor Motley Broom asked, where does the money come from?

City Manager Terrence Moore said this will be a first quarter budget adjustment, a $25,000.00 allocation fund balance adjustment. It will come from the General Fund.

Mayor Motley Broom said understood. My second question is: In regard to accessibility for those who may have limited mobility on the sidewalk, how is that generally addressed with parklets? And how would you envision that happening here?

Main Street Manager Renee Coakley said right at the entrance of where the pedestrian alley and the corner of Milk and Honey, there is an accessibility ramp for wheelchairs, which will not be covered, as well as at the corner of Main and Harvard. We will still have the ADA accessibility at both ends.

Ms. Lunsford said the modular ones create a very level surface.

Mayor Motley Broom said I am concerned with the amount of increased traffic we might see on the sidewalk, thereby creating potential issues for people who are in a wheelchair, et cetera.

Ms. Lunsford said right now you have cars that bump right up into the sidewalk coming in. If anything, this parklet will open up all of that space so people should have more room to make room for those who need it.

Mayor Motley Broom said I like that answer. Any other questions?

There were no further comments made.

Mayor Motley Broom asked, is the crowd function still going on?

Ms. Lunsford said it ends at 7:00 p.m. tonight. However, we can extend it a week with full approval of the board.

Councilman Clay said it would be a great idea to extend it.

Ms. Lunsford asked, all of these ads have been included in the motion; is that correct?

Councilman Clay said correct.

ACTION: Councilman Clay moved to approve a request from Director of Economic Development to support the College Park Main Street Association (CPMSA) to create a larger outdoor dining atmosphere helping to ensure maximum patronage and safety to Main Street businesses from Princeton Avenue to Yale Avenue, in collaboration with committed business owners, with the proviso that the City donates no more than $25,000.00 from the General Fund, see if we can make the amount smaller, and adopt an amendment to the alcohol ordinance, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Discussion and approval of the Strategic Plan.

ACTION: Councilman Clay moved to approve the Strategic Plan as discussed in the Workshop Session, seconded by Councilman Taylor and motion carried. (All Voted Yes).

10. New Business.

A. Discussion of proposed Millage Rate and approval of recommended rate for advertisement for Fiscal Year 2020- 2021.

City Manager Terrence Moore said this is per direction offered during the proposed budget process on June 15, 2020. We are in position to negotiate the advertisement for finalizing of the Millage Rate as noted.

Mayor Motley Broom asked, any questions?

Councilman Clay asked, am I correct in saying that the Millage Rate on a homeowner is not increasing? It is the same Millage Rate we have had for the last several years.

City Manager Terrence Moore said it is 12.619 mils. That is correct.

ACTION: Councilman Clay moved to approve a request from Director of Finance & Accounting Althea Philord-Bradley on the proposed Millage Rate of 12.619 mils, and the recommended rate for advertisement for Fiscal Year 2020-2021, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Consideration of and action on a request for approval of specific events hosted by the College Park Department of Recreation & Cultural Arts.

Director of Recreation & Cultural Arts Michelle Johnson said the dates are Monday, November 30, 2020 (Light-Up College Park), and December 5, 2020 (Annual Christmas Parade), with a rain date of December 12, 2020. Any questions?

There were no comments made.

ACTION: Councilman Allen moved to approve a request from Director of Recreation & Cultural Arts Michelle Johnson on Light-Up College Park on November 30, 2020; and the annual Christmas Parade on December 5, 2020 (with a rain date of December 12, 2020), hosted by the College Park Department of Recreation & Cultural Arts, seconded by Councilman Clay and motion carried. (All Voted Yes).

11. City Attorney's Report. None.

12. City Manager's Report.

A. Discussion and update on top ten delinquent property taxpayers. NO ACTION REQUIRED.

There were no comments made on this item.

B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION REQUIRED.

There were no comments made on this item.

13. Report Of Mayor And Council.

Councilman Gay – said thank you for a great Council meeting.

Councilman Gay said I have one issue that I want to discuss. There was a fire at 2800 Camp Creek Apartments. I happened to overhear a resident talking about them being displaced, and they didn't have any clothes. The resident was at the Lakemont Apartments as we were putting out flyers to get people to come to the Census event. When I learned of it, I had a conversation about displacing the entire residents next-door to another apartment complex where space was available. That didn't work out so well. Those residents, at no fault of their own, were put out of their apartments. I feel that when properties are damaged because of code violations, I think we should take a more hands-on approach to ensure that those families are getting some kind of help. That's all I have.

Councilman Allen – said the Strategic Plan, the dedication we have from all of our workers, we are all elected officials, and we need to lead by example and follow the rules. So, that came to my mind when we were talking about the performance measures.

Councilman Allen said fill your Census out.

Councilman Allen said thanks to Harrington Park. To Renee and Grace, thank you for putting in the work and getting citizens involved in the Main Street Matters Program.

Councilman Allen said I remember that SunTrust used to give the citizens or community money every year to use in the community. It wasn't much, about $2,000.00 or $3,000.00. It seems I remember that. I wonder if they are still doing that. That would be a good thing you could put on the parklets.

Councilman Clay agreed.

Mayor Motley Broom agreed.

Councilman Taylor – said I want to thank everybody individually and collectively that went out for the 2020 Census counts. I want to thank all the people that participated.

Councilman Clay – said I want to thank Renee and Grace for driving the parklet issue. Not just so much for the parklets themselves, but for the spirit of community that the Crowd Funding has created. The excitement, despite COVID-19, is really amazing right now, I think. We have an energy level, and we have projects coming to fruition that we have been building up for years, and it is actually happening.

Councilman Clay said I know some people have talked to me over the years about Main Street and how it used to be a vital portion of College Park and a lot of things going on, and now we see all these improvements coming along. Things are happening on Virginia Avenue, a new medical facility, and it is just amazing. There is a bright spot in College Park with everything that is going on. That's all I want to say.

Mayor Motley Broom – said I would like to echo all the comments about the Census. We have until September 30, 2020. Here is your chance to do your part to build the community that we deserve. I was at Life in Harrington on Saturday, and I ran into a wonderful gentleman who has a small business in College Park. And he asked me, is College Park doing anything to help assist businesses during this time? I am still working with Fulton County to get any amount of money through the CARES Act. I do need you to fill out your Census. He went over to where he could fill it out, and he didn't feel comfortable giving out the information. And I said, where do you think the money comes from? It is so important that our people are counted. Everything for the next 10 years comes from the Census. It will matter how many people are here. You now have 22 days to complete your Census.

Mayor Motley Broom said I want to thank the Census Committee. Shavala has done an outstanding job at getting us to the finish line. I want to thank our Census coordinator, Alex Lima, for his assistance and guidance.

Mayor Motley Broom said the word that we have gotten through the CDBG funds is utility assistance for our residents, our Fulton County residents. For the Clayton County residents, we have some more information for you. Fulton County residents can get assistance up to $1,500.00, if you are in arrears on your utilities. We have that available right now. You can go to ***collegeparkga.com*** and download an application or drop it off at City Hall. Take advantage of that. The money is there until it is not.

Mayor Motley Broom asked Chief Williford, do citizens still have the opportunity to sign up for the police academy?

Police Chief Williford said absolutely.

Mayor Motley Broom said here is your opportunity to learn more about how Public Safety does their job. It gives our citizens an inside look at how some of our best people do their job. You will learn more about the police department and the courts. The class meets on Thursday for 8 weeks. Information is on our website at ***collegeparkga.com.***

Mayor Motley Broom said I think Councilman Clay is right. To spite all of our challenges, we are still moving forward as a community.

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

Mayor Motley Broom declared the Regular Session recessed at 9:18 p.m.

14. Executive Session.

Executive Session adjourned at 10:33 p.m. and Regular Session reconvened at 10:40 p.m.

ACTION: Councilman Taylor moved to approve a personnel issue that was discussed during Executive Session, seconded by Councilman Clay. Councilman Taylor voted yes. Councilman Clay voted yes. Councilman Allen voted yes. Councilman Gay absent for the vote. Motion carried.

15. Approval of Executive Session Minutes.

ACTION: Councilman Allen moved to approve Executive Session Minutes dated September 8, 2020, as presented, seconded by Councilman Clay. Councilman Allen voted yes. Councilman Clay voted yes. Councilman Taylor voted yes. Councilman Gay absent for the vote. Motion carried.

16. Adjournment.

Mayor Motley Broom declared the Regular Session adjourned at 10:41 p.m.

CITY OF COLLEGE PARK

_____

Bianca Motley Broom, Mayor

ATTEST:

_____

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8261

DATE: September 17, 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 September 8, 2020

See attached Workshop Session Minutes dated September 8, 2020.

Thank you.

ATTACHMENTS:

- WSS090820 (DOC)

Review:

- Shavala Moore Completed 09/16/2020 1:24 PM
- Rosyline Robinson Completed 09/17/2020 12:26 PM
- Terrence R. Moore Completed 09/17/2020 12:28 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
SEPTEMBER 8, 2020

MINUTES

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

Absent: None.

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

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

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

The workshop session reconvened at 6:05 p.m.

1. **Consideration regarding revisions and updates to the City of College Park Strategic Plan.**

City Manager Terrence Moore said we made a commitment for September 8 to discuss the revisions and updates to the College Park Strategic Plan. Much of this is a function and follow up back in April and May, and a follow up workshop meeting that took place Wednesday, July 29, 2020 to align strategic goals and objectives as a part of the Strategic Plan and process.

It was first initiated in 2018, but the initial edition and approval was August 2019. The Office of the City Manager, College Park residents, and facilitator Mr. Adam Saslow helped us with this overall process. On July 29, 2020 we were able to initiate an opportunity in which we began to discuss updated strategic goals and priorities. Likewise, a great deal of additional time was spent during the month of August to help us ultimately to get to that place.

It is the role and function of staff and administration, notably the Office of the City Manager and department directors working closely with Adam Saslow to offer specific recommendations to get us to where we need to be, as opposed to the initial thought of Mayor & Council offering specific directives with respect to priorities. A big roll and function of staff is to make recommendations for Mayor & Council for review and consideration. A series of recommendations this evening includes the following:

1. Several revisions to the Strategic Plan as having first been presented in July/August 2019 time frame, to include graphics and some other information to align to departmental goals and objectives.
2. Recommendations in place to continue good work with the facilitator and organizational development expert Adam Saslow of which I will be seeking your consensus this evening to get us to that place in which we can achieve in that regard.

City Manager Terrence Moore said there are a summary of recommendations to be presented in that regard, as we wrap up this particular presentation. Yet, this is us, staff, making recommendations to Mayor & Council, respectively. We stand behind the work that has been achieved over the last several weeks and beyond, and we are proud to offer the presentation at this time. I'd like to give Adam an opportunity to provide a summary in terms of where we are. In addition, ladies and gentlemen, a specific set of tasks and priorities are to be executed between September and December of this year. Mr. Saslow, if you can entertain us as directed.

Mayor Motley Broom said one of the things that we are so blessed with is a wealth of talent. Adam lives in College Park. He is not only a resident, but he is using his broad base of skills to make sure that we are moving our city forward, and we couldn't be more grateful. Now the floor is yours Adam.

Mr. Adam Saslow said it has been an honor to serve the Council and City Government.

Mr. Saslow said he wasn't proud with the first product. It was not taking shape as a system. The content was there, but it just didn't feel like it was going to improve the city governance in a way that I was proud to put my name or our firm's name on it. I went back to Mr. Moore and said this is a real opportunity to increase morale and to improve how city staff can connect with one another. I asked if I might take a shot at improving the Strategic Plan. Thankfully, Mr. Moore agreed, and it has consumed a lot of the last 6 or so weeks for me. I hope you see the benefit of it.

Mr. Saslow said I would like to run through a power point presentation of 10 to 15 minutes to show you the Strategic Plan and talk about how a Performance Standards and Tracking Tool I developed links to performance standards for each of the 17 executives that I've worked with and how it fits into the quantum system.

Mr. Saslow discussed the first slide that included the table of contents.

Mr. Saslow discussed a history piece from Gateway to Atlanta and to the future.

Mr. Saslow discussed the impact of COVID-19.

Mr. Saslow discussed the performance management system and core values with some editorial changes on the document. Under the "Leadership" paragraph, the first 3 sentences will be deleted.

Mr. Saslow discussed the vision and mission of the system.

Mr. Saslow discussed goals and objectives, to include local economy and growth, and quality of life. (Refer to the backup of 1.1-1.8).

Mr. Saslow discussed acknowledgements from staff on who did the hard work.

Mr. Saslow discussed comments from the College Park government.

Mr. Saslow discussed the Organizational Chart on page 22.

Mr. Saslow discussed how this plan with changes connects to the system that was started at the outset.

Mr. Saslow discussed document work on performance standards, to include pods. The matrix is reconfigured connecting a standard objective within the goal.

Mr. Saslow discussed the Performance Standards Tracking Tool. Goal 1-5 is at the top horizontal. Every person on staff goes through their evaluation for performance standards.

Director of Human Resources & Risk Management Chris Cook said you should be proud of what you have done. Excellent work. Very commendable. This is really exciting. It will help us work closely together. We have defined goals and direction, and we know what our focus points are.

Mr. Saslow said thank you, sir. I appreciate the compliment.

City Manager Terrence Moore said this is a working draft. I wish to offer my public appreciation for Councilman Clay and others meeting over the weekend. Thank you.

Mr. Saslow said if you will give me back your comments by Thursday night, I can have staff make the changes. Are there any comments at any level? I would be readily grateful. Any thoughts from senior staff first, then Mayor & Council.

Chief Information Officer Michael Hicks said I would like to hear from our senior staff of what they think about the document. I've read it several times, and I'm onboard with it 100 percent. There are actually 3 parts to the system; one, the Strategic Plan; two, Performances; and three, Next Steps. Once we get this moving, we will have a facilitator to make sure that we stay on track of the outline of these goals that will keep us from going back into our silos. I would like to hear from some of our department heads of what they think about the document.

Director of Recreation & Cultural Arts Michelle Johnson said when we first started this it was working on individual goals, and I think I texted you in the middle of an active meeting about silos. The document brings everybody in together as a team. Now we

have a complete department head goal working together and how we work together. That was something I needed in this position.

Executive Director of the GICC Mercedes Miller said it is a great document for onboarding. I think it is a great tool for when you are onboarding department heads and even for the staff to know who is where and how do they get resources to get things done. I am excited about it.

City Planner Michelle Alexander said this is real exciting to see it come together like this. It's going to move us forward. My only comment is it is kind of small. This all needs time frames. Some of these are dependent on budget sources and other sources. And the other is people support a world that they help create. So, thinking creatively how we think as leaders and with our staffs, they all know they are part of a team and we share with them the goals and soliciting input of how they would like to see these things get achieved.

Chief Information Officer Michael Hicks asked, anybody else?

City Manager Terrence Moore said as part of the upcoming executive team meeting this Thursday, there will be next steps based on the outcome offered by Mayor & Council working closely with Adam over the next few days to finalize the document. Michael, I think we will have a more intimate discussion about any specifics and observations over the next day or two. So, let's give everyone an opportunity to be comfortable in that regard. We gave everybody the opportunity to offer updates. During the executive meeting on Thursday morning, Adam will be a part of that discussion. We will offer some specific recommendations to continue to work with you between now and the end of the calendar year as well. So, that is part of the recommendation package as we get to that place.

Mr. Saslow said absolutely.

Mr. Saslow said if there are no other comments or thoughts on the part of senior staff, I look to the Council now.

Councilman Allen said first of all, thank you Adam for the work and the time and everything else you have put into it. And I think you can see your love for the neighborhood and the area in College Park and the way you handled this. What I see is when you have a direction and you have a sense of belonging, you get a buy-in from the people, and the people will work together. And I think that is what we want. And I think that is what you will see is a lot of people working together crossing departmental lines, enjoying their work, and sharing their experiences and helping each other out in obtaining some of their goals. I think you have done a great job. And again, it is evolving and will be changing, but thank you very much for the work you have done. And thanks for the teams and the department heads because they are going to be working on this and changing as well.

Councilman Clay said I have been involved in strategic plans over the years when I was in industry. I think this is a beautiful document. I particularly like the distinctions that are done between mission and goal on strategy and tactics, which as you stated earlier in your introduction, frequently get confused. That has been my experience over the years as well. That is excellent. It sets the ground rules, the structure. I think you captured the task, and staff had a great role in putting the content together that was in the original version, the 2019 version. This is the 2020 version. I think you have done the necessary work and very good work to take that content and restructure it in such a way that you eliminate the underlaps and the overlaps, as I like to say. It flows nicely now into the performance management and then into the actual performance evaluation that needs to go on, so that everybody can get ready for their role that they play in the organization. You need a consistent system like this. So, I'm very pleased with it. I gave you my comments. I had a few nits here and there and some philosophical things we discussed. On the whole, this is a beautiful document. And I am certainly proud to have as part of Mayor & Council my name associated with it. That's it.

Mr. Saslow said thank you, sir.

Councilman Taylor said I think everybody is saying the same thing. It's a good document. Everybody worked hard on what they were doing. What do we need to do to go forward with it? What are the next steps to getting it done?

Mr. Saslow said I will answer that question head-on in just a couple of minutes.

Councilman Gay said you have done a great job in the presentation. It is very well written. I am looking forward to seeing it implemented in the years to come. So, kudos.

Mr. Saslow said the tracking tool will be really important for obvious reasons. You will see columns where many people have helped. (Referring to items 3-6 indicating different teams). I propose, in the management of the teams, that if you think it is helpful for the City, I would like to be able to work with the team members to develop a charter for that team, along with the set of milestones and objectives to get them on the path to complete implementation.

Mr. Saslow said I have some other recommendations in here that are just as important, and they are as follows:

1. The Strategic Planning Committee needs to be sanctioned and chartered, and they need to manage the implementation of a Strategic Plan with a dashboard.
2. Maintaining the integrity of the performance management system from beginning to end.
3. Interdepartmental teams.
4. Have a facilitator through year-end.
5. Identify teams and record relationships on the Organizational Chart and on the website.

Mayor Motley Broom said the interdepartmental teams, is that based upon your conversations with the Strategic Planning Committee? Do they feel that these are the appropriate interdepartmental teams to have, or where did those come from?

Mr. Saslow said I cannot show you the Performance Tracking Tool with all the columns filled out. But underneath the 6 categories, you see objectives that have the greatest involvement to the greatest number of people in order to achieve them. The Strategic Planning Committee has not approved of these teams. I don't know if I got this right. It is just my best wisdom based upon some analytical framework.

Councilman Clay said Adam, I have a comment that dovetails in with what the Mayor said. The teams here that crosscut, for example, the teams that you talk about, they are what I would call a discipline team in my previous life. In your matrix where you have an objective that someone is responsible for, but she (let's use Michelle) needs help from several people; i.e., IT, Public Works, et cetera, in my mind she also is the chairman, the leader of a project team, and maybe it doesn't meet frequently, but you have a crosscutting in the matrix that involves both of those. I just wanted to mention that because the teams that you talked about are not going to solve the project management. They will make sure that everybody that is involved using IT technology will understand the technology, and that Michael Hicks will be able to say, okay, now is everybody onboard with how we are going to do process management of information employed across the organization for approvals, for example. We need to recognize that there are going to be many teams, as well, on each of these little objectives that are entirely different from the other teams.

Mr. Saslow said yes. I wouldn't want to overburden the system with too many teams. But does it require its own formal team, probably not.

Councilman Clay said it is going to be in addition to the 6 teams or 5 teams that cut across in these different technical areas, everybody has to realize that there are more teams than that, and the coordinator of each team has the primary responsibility on the objective, and they need to function as a team as well. You will have a lot of team leaders.

Councilman Allen said those teams will just develop and evolve as necessary. And that's the beauty of this because you will have cross departments and everybody else working together.

Councilman Clay said right. You and I are on the same page Councilman Allen.

Mayor Motley Broom asked, are there any other questions?

There were no further questions made.

Mayor Motley Broom said hearing none; do you want to move this to the regular session for a vote or a consensus?

City Manager Terrence Moore said I think I would like to have a hard vote this evening to move it over to the regular session and to include the ancillary recommendations to continue to work with Adam between now and December to adequately get this implemented. The cost is $12,000.00 of which we have resources in the budget to that effect. It would be appropriate to add this to the regular meeting this evening.

Mr. Saslow said that is great. I do want to underscore one element of what Mr. Moore said, which was the dollar figure. There are a couple of variables that go into that. One is the number of teams. The work with each team is probably 6 hours per month to help them develop a charter and then facilitate a meeting or two. One of the other variables is the number of months. The figure given is probably good for managing 3 teams. That number is great with an end point of December 31, 2020 and with a scope that includes 3 teams.

Mayor Motley Broom said I'd rather separate these then because it seems to me there needs to be more conversation about the strategic planning with the right number of teams and how we move forward on that and get a little bit more solid on those numbers before we vote on that. In terms of the Strategic Plan itself, we should be able to make a determination about that this evening.

Councilman Gay said for the $12,000.00 that you want to be paid, would that involve any more input with the elected officials?

Mr. Saslow said yes. As much time any Council Member wants of me, they can have it.

Councilman Clay said I would suggest then, if we are looking for a vote in the regular meeting, it seems like we are saying we have a consensus, in the fact that we have a usable document almost, with the changes that have been submitted. I'm happy. I've discussed my changes with Adam. I don't know who else has. I think other people have provided input. The document is very good. We polished it, put the last few changes in, and we are approving publication of it. It is ready to go for next steps. That is what I suggest; that we put it on the regular session agenda, and we take a vote on it.

Mayor Motley Broom said I'm with you. And we come back on the next steps when we get a little more certainty on those.

Councilman Clay said right.

ACTION: Councilman Allen 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 Gay and motion carried. (All Voted Yes).

Mayor Motley Broom declared the Workshop Session adjourned at 7:08 p.m.

CITY OF COLLEGE PARK

_____

Bianca Motley Broom, Mayor

ATTEST:

_____

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8326

DATE: September 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Oscar Hudson, Director of Inspections

RE: Historic College Park Yard Sale

PURPOSE: To request special permission from Mayor and Council to consider an exemption to the Advertising Matter Ordinance. Rick Pierce with the Historic College Park Neighborhood Association is requesting to have multiple yard sales in the Historic Neighborhood District. There is no cost for a yard sale permit and each family would acquire a permit. The date of the Historic Yard sale is October 10, 2020, from 8:00 a.m. to 2:00 p.m.

REASON: Sec.12-9 (b) *Pasting, posting, fastening.* It shall be unlawful for any person within the city to paste, print, nail, tack or otherwise fasten any card, banner, handbill, sign, poster or advertisement or notice of any kind, or cause the same to be done, on any curbstone, lamp post, pole, fence, wire, bridge or tree upon any public property within the city, or upon any private property without the written consent of the owner of such property.

RECOMMENDATION: Chief Building Inspector, Oscar Hudson recommends a denial according to the City Ordinance. If council considers this request, signs will be placed out about 3 to 5 days before the yard sale and up to 50 signs will be placed on the public right of way throughout the Historic District the day before and the day of the sale. (Allow 6 to 9 signs to be placed on Main and Virginia 5-6 days before the event.)

BACKGROUND: As described in the attached correspondence, Rick Pierce is seeking permission to display signs approximately (18 x 24 election size signs) throughout the neighborhood starting October 4, 2020 until the event date of October 10, 2020. He would like to coordinate the yard sale for all participating homeowners. **ALL CDC GUIDELINE SHALL BE FOLLOWED: SIX FEET SOCIAL DISTANCE AND FACE MASK**.

YEARS OF SERVICE: n/a

COST TO CITY: None

BUDGETED ITEM: None

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

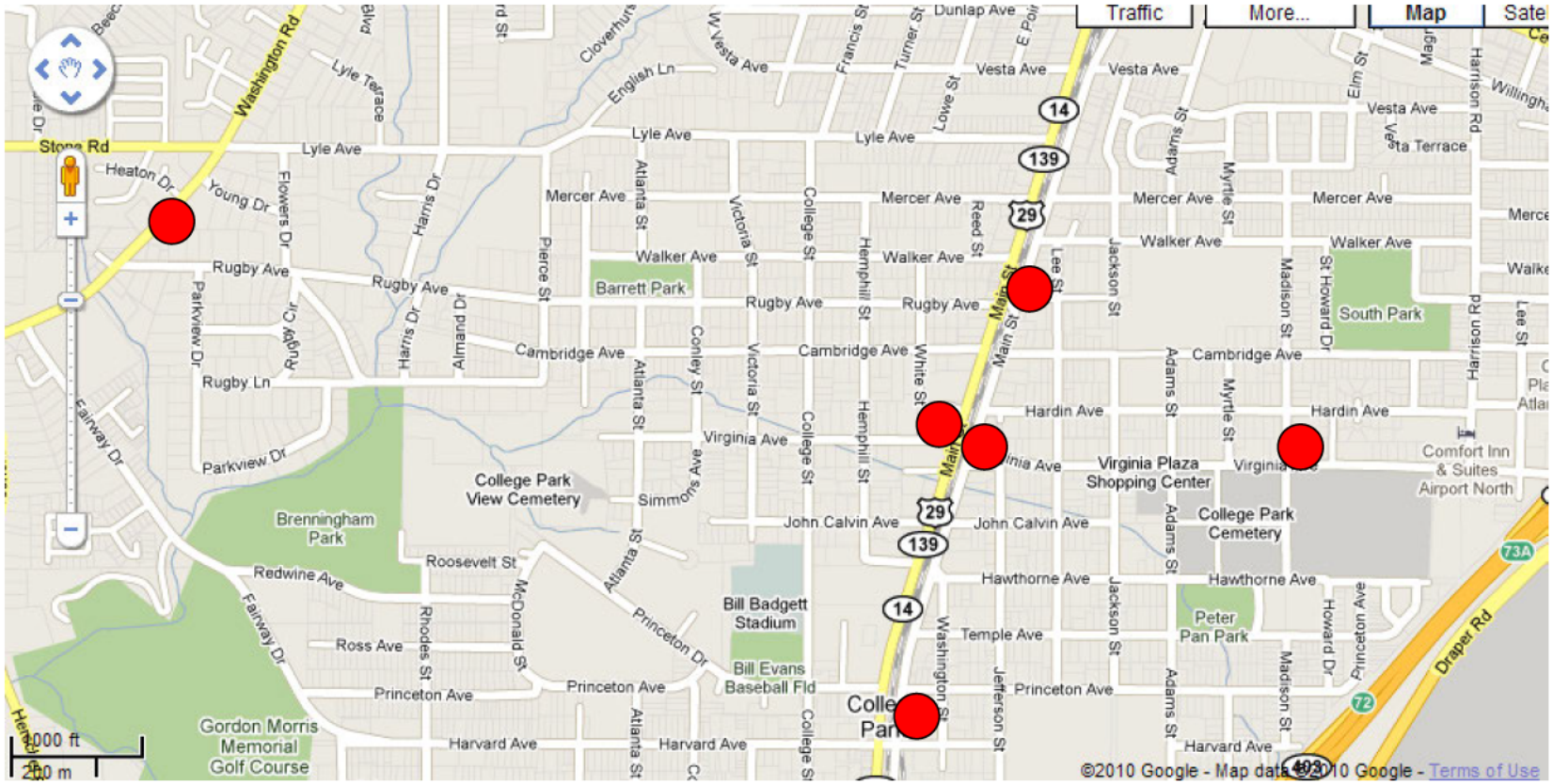
STAFF:

ATTACHMENTS:

- 2020 HCPNA Yard Sale Council Requests map (DOCX)
- 2020HCPNACouncilRequest-Form (DOCX)

Review:

- Oscar Hudson Completed 09/10/2020 5:47 PM
- Rosyline Robinson Completed 09/11/2020 12:28 PM
- Terrence R. Moore Completed 09/17/2020 11:54 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM



October 10 HCPNA Yard Sale Requests:

1. Six-Nine Stake signs (In Red), October 4-9
2. Up to 50 directional Stake signs Historic District, October 9-10
3. Permission to bypass individual yard sale registration and register all participants via group form.

EXAMPLE: Promotional sign 18x24 October 4

EXAMPLE: Directional signs 18x24

City of College Park|Event Form

3667 Main Street
College Park, GA 30337

City of College Park|Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: Historic College Park Neighborhood Association

Event Title: Historic College Park 10th Yard Sale

Type of Event: Community Yard Sale

Organizer's Contact Information

Contact Representative: Rick Pierce
Mailing Address: 2022 English Lane
City: College Park State: Georgia Zip Code: 30337
Email: pier85@bellsouth.net
Phone: 404-313-0142

Designated City Staff member: Oscar Hudson
Department: Building and Inspections
Contact Number: 404-669-3762

Event Information

Date: October 10, 2020
Time: Start: 8:00 A.M. End: 2:00 P.M.
Anticipated Attendance: 700-900 People
Will the City of College Park incur any expense: No If yes- explain: n/a
Will there be a need for other City Staff to work this event: i.e. (Police, Fire, Public Works), if yes – list needed staff: Building and Inspections - See Attached Page 1
What responsibilities will the Organizer assume: See Attached Page 1
Event materials (flyers, agendas, handouts etc.) will be the responsibility of: Historic College Park Neighborhood Association
City will be responsible for providing: Advanced group yard sale registration-Page 1
What methods of advertising will be used: See Attached Page 1
City mandated deadlines: n/a
Please include any other special needs:

Yard Sign variance approval.
Notification of other regional authorities that sign variance approved by council.

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8327

DATE: September 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Oscar Hudson, Director of Inspections

RE: Directional Signs

PURPOSE: Consideration for Mayor and Council to allow Rod Mullice with City Haus Developer Solutions to erect 3-15 square foot directional signs on the city right of way.

REASON: City Haus is a new developer in which they are building new homes on Temple Avenue. They would like to have directional signs to show how to get to the 18 properties they are building within the City of College Park. The locations are as follow: (sign 1) Rugby Avenue and East Main, (sign 2) Rugby Avenue and Main Street and (sign 3) Temple Avenue and East Main.

RECOMMENDATION: The Director of Inspection recommends a denial. Sec.12-9 (b) *Pasting, posting, fastening.* It shall be unlawful for any person within the city to paste, print, nail, tack or otherwise fasten any card, banner, handbill, sign, poster or advertisement or notice of any kind, or cause the same to be done, on any curbstone, lamp post, pole, fence, wire, bridge or tree upon any public property within the city, or upon any private property without the written consent of the owner of such property.

BACKGROUND: The area the signs are located are in the downtown district. The maximum square footage for the downtown district is 32 square feet but the maximum signs is 1 per road frontage.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: September 21, 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:

ATTACHMENTS:

- Fwd Temple Square-Signage (MSG)
- 3x5OffisiteDirections_TempleSq[1] (JPG)
- Temple Square-Signage Placement (PDF)

Review:

- Oscar Hudson Completed 09/10/2020 5:57 PM
- Rosyline Robinson Completed 09/11/2020 12:34 PM
- Terrence R. Moore Completed 09/17/2020 11:54 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

Rosyline Robinson

From: Rod Mullice <rod@windsorstevens.com>
Sent: Wednesday, September 9, 2020 10:57 AM
To: Oscar Hudson
Subject: Fwd: Temple Square-Signage
Attachments: image001.jpg; ATT00001.htm; image002.jpg; ATT00002.htm; 3x5OffisiteDirections_TempleSq[1].jpg; ATT00003.htm; Temple Square-Signage Placement.pdf; ATT00004.htm

Rod Mullice
Windsor Stevens
Rod@windsorstevens.com
233 Peachtree Street
Suite 1265
Atlanta Georgia 30303
(M) 404-953-9612
www.windsorstevens.com

Begin forwarded message:

> **From:** Rod Mullice <rod@windsorstevens.com>
> **Date:** August 12, 2020 at 8:44:17 AM EDT
> **To:** Oscar Hudson <OHudson@collegeparkga.com>, "Terrence R. Moore, ICMA-CM" <tmoore@collegeparkga.com>
> **Cc:** Kimberly Melton <kimberly@windsorstevens.com>, Rashida Jackson <rashida.jackson@bhhsgeorgia.com>, Kristi Lynch <kristi.lynch@cityhausatl.com>
> **Subject: Fwd: Temple Square-Signage**
>
> Team
>
> Can we place attached signs on Main Street and E Main Street?
>
> Rod Mullice
> Windsor Stevens
> Rod@windsorstevens.com
> 233 Peachtree Street
> Suite 1265
> Atlanta Georgia 30303
> (M) 404-953-9612
> www.windsorstevens.com
>
> Begin forwarded message:

From: Kristi Lynch <kristi.lynch@cityhausatl.com>
Date: August 11, 2020 at 2:45:14 PM EDT
To: Rod Mullice <rod@windsorstevens.com>
Subject: FW: Temple Square-Signage

Here is the email regarding additional signage in the neighborhood.

Kristi Torgler Lynch
Director of Development
CITY HAUS & New Homes Services

Berkshire Hathaway HomeServices Georgia Properties
100 Mansell Court East, Suite 115 | Roswell, GA 30076

O: 404-671-4191 | M: 404.313.8391

TEMPLE SQUARE
TOWNHOMES
From the
Low $400's
678-578-6813
OWNTEMPLESQUARE.COM
Windsor Stevens
BERKSHIRE HATHAWAY
Georgia Properties
CITY HAUS
DEVELOPER SOLUTIONS

Sign 1-Rugby & E. Main
Sign 2-Rugby and Main St.
Sign 3-Temple Ave & E. Main
Mercer Ave
Walker Ave
Reed St
White St
Madison St
St Howard Dr
Woodward Academy
W Rugby Ave
Conley St
Victoria St
College St
Cambridge Ave
Wayfield Foods
Hardin Ave
Virginia Ave
FOOD MART
Gas station
Chevron
Simmons Ave
E Main St
Lee St
Jackson St
Adams St
College Park Cemetery
John Calvin Ave
Hawthorne Ave
Temple Square
Washington St
College Park
Branch Library
Princeton Dr
Temple Ave
Howard Dr
Princeton Ave
Hattie Marie's Texas Style
BBQ & Cajun Kitchen
College Park
Police Department
Harvard Ave
College Park
Myrtle St
Columbia Ave
College Park Transit
Google
Satellite
29
85

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8263

DATE: September 17, 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: September 21, 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 09/17/2020 11:41 AM
- Rosyline Robinson Completed 09/17/2020 12:24 PM
- Terrence R. Moore Completed 09/17/2020 12:29 PM
- Mayor & City Council Pending 09/21/2020 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	Amended Multi-Family Ordinance	8-03-2020
2020-13	Conditional Use Permit – 1597 Virginia Ave	8-03-2020
2020-14	**Amended Ordinance to include Parklets**	**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 Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	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	7/20/2020

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8289

DATE: September 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Request to Set a Public Hearing for Consideration of a Rezoning of 3907 Main Street

---

PURPOSE: To set a Public Hearing for consideration of a rezoning of 3907 Main Street from DC - Downtown Commercial to C2 - Community Business.

REASON: To set a public hearing for consideration of a rezoning application for 3907 Main Street from DC - Downtown Commercial to C2 - Community Business.

RECOMMENDATION: Staff recommends that the Public Hearing be set for October 5, 2020.

BACKGROUND: The applicant is requesting both a rezoning and conditional use permit for fuel pumps on the property.

COST TO CITY:

BUDGETED ITEM: N/A

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: September 21, 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 a public hearing being set for October 5, 2020.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

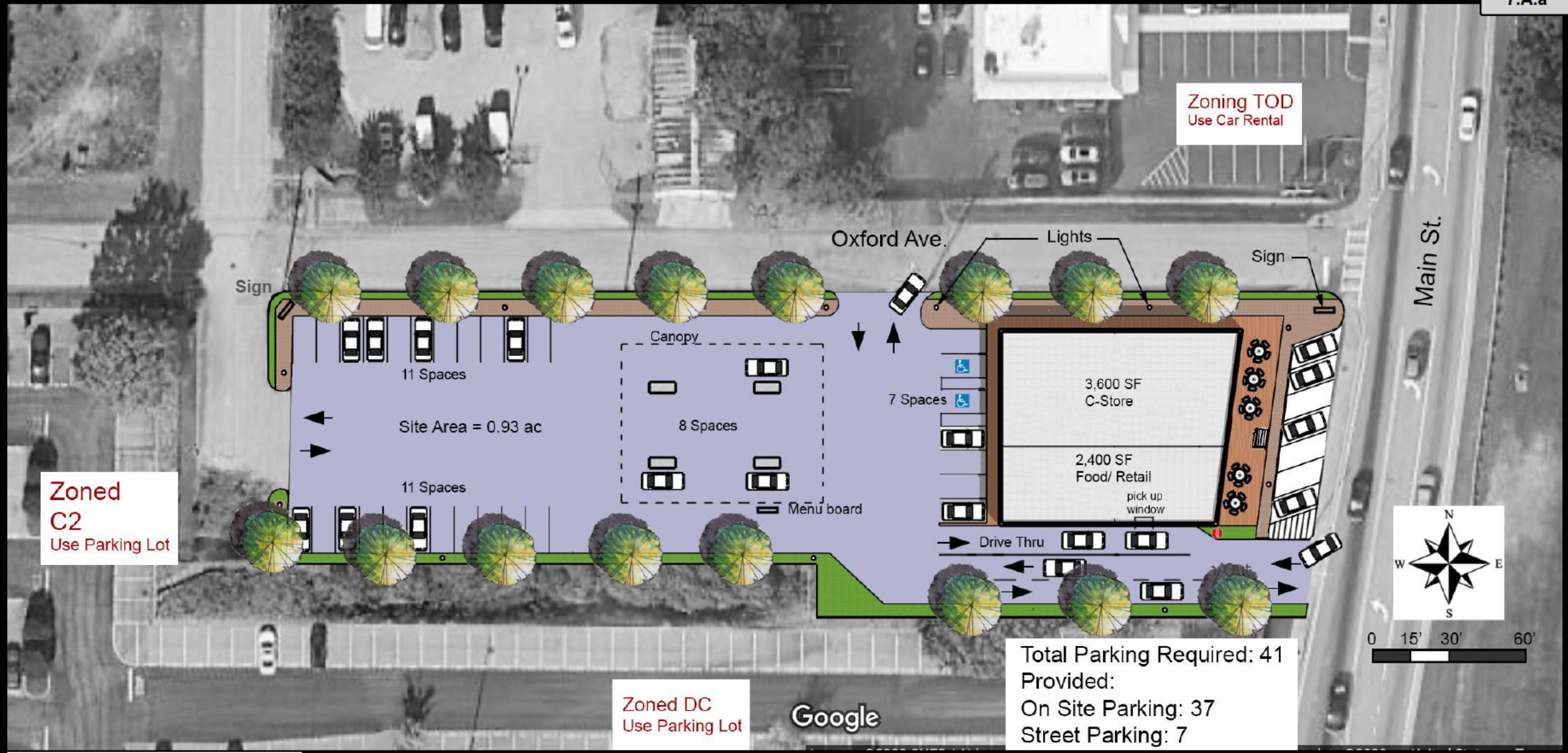
STAFF: Michelle Alexander

ATTACHMENTS:

- 3907MainStreetRenderingsUpdate (PDF)
- Rezoning Application (PDF)

Review:

- Michelle Alexander Completed 09/10/2020 3:15 PM
- Inspections Completed 09/10/2020 6:01 PM
- Rosyline Robinson Completed 09/11/2020 1:36 PM
- City Attorney's Office Completed 09/14/2020 11:51 AM
- Terrence R. Moore Completed 09/17/2020 11:50 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM



CITYVIEW DESIGN BUILD

CONCEPTUAL SITE PLAN | 3907 Main Street, College Park, Georgia

CITYVIEW DESIGN BUILD

CONCEPTUAL BUILDING VIEW | 3907 Main Street, College Park,

REZONING

CITY OF COLLEGE PARK
Planning Commission
www.collegeparkga.com

DATE SUBMITTED _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) **Sadruddin Hakani**

ADDRESS **3125 Touchton Court, Duluth, GA 30097**

PHONE **N/A** CELL [redacted] FAX **N/A**

E-MAIL ADDRESS [redacted]

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) **3907 Main Street College Park, LLP**

ADDRESS **980 Carter Drive, Atlanta, GA 30319**

PHONE **N/A** CELL [redacted] FAX **N/A**

E-MAIL ADDRESS [redacted]

PROPERTY INFORMATION

ADDRESS **3907 Main Street, College Park, GA 30337**

CURRENT USE **Vacant** CURRENT ZONING **Downtown Commercial**

PROPOSED USE **Convenience store & Retail** PROPOSED ZONING **Community Business**

SIZE OF PROPERTY **0.923 acres** NET DENSITY (RESIDENTIAL) **N/A**

REQUEST FOR REZONING

REQUIREMENTS

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

PRE-APPLICATION MEETING

A pre-application meeting with the City Planner is required prior to submission on any application. Please contact the City Planner's office at (404) 684-7031 or lblaszyk@tcfatl.com to schedule a pre-application meeting.

FEE

The application fees for rezoning to single-family residential are as follows: 0 - less than 2 acres - $300; 2- less than 11 acres - $500, 11-100+ acres - $500 + $50 per acre. The fees for rezoning to multi-family residential are: 0 - less than 2 acres - $300; 2- less than 11acres - $500, 11 + acres - $500 + $50 per acre. The fees for rezoning to offices/commercial/industrial are: 0- less than 2 acres - $300; 2- less than 11 acres - $500; 11+ acres - $500 + $50 per acre. These fees shall be paid to the City of College Park. **Checks or Money Order Only.**

FILING DEADLINE

Applications must be received and fees must be paid no later than 30 calendar days prior to the Planning Commission meeting at which the rezoning will be considered.

PLANNING COMMISSION MEETING

The applicant or his agent must attend the Planning Commission meeting to present the application and respond to questions from the Commission. Planning Commission meets the last Monday of each month at 5:30 PM in the Mayor and Council chambers of City Hall, with the exception of December, when the Commission does not meet.

COUNCIL HEARING

Property rezonings must be decided at a public hearing before Mayor and Council. The applicant must attend the public hearing to present the application and respond to questions from the Council. Mayor and Council meet the first and third Monday of each month, with the exception of July and December, when they only meet once a month. Applicants will be notified in writing of the date of the public hearing.

QUESTIONS

For assistance, please contact the Planning Commission Secretary, Ms. Sabrina Walters, at swalters@collegeparkga.com, 404-669-3762 or the City Planner's office at lblaszyk@tcfatl.com, 404-684-7031.

(For Office Use Only)

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

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

CITY OF COLLEGE PARK ZONING APPLICATION CHECKLIST

To be completed when accepting all rezoning applications. Checklist should be attached to the application.

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	1	Pre-application meeting with the City Planner is required prior to submitting rezoning application.	✓ / JG
Application Form	12	Must include information for applicant and property owner.	✓
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	✓
Addendum to Application for Rezoning	12	Required for all property owners and applicants. Must be notarized.	✓
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to rezoning, or that owner is aware of and consents to the rezoning request.	✓
Letter of Intent	12	Must clearly state the proposed use and development intent.	✓
Site Plans	24x36- 1 11x17- 12 1 jpg on CD	Must meet requirements specified on Site Plan Checklist.	TO BE HAND DELIVERED ON 08/04/2020
Site Plan Checklist	1	Completed copy of site plan checklist.	
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. At a minimum, the survey plat shall indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and include a notation as to the total acreage or square footage of the property.	✓
Architecturals		Renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	✓

APPLICANT AFFIDAVIT

Personally appeared before me **Sadruddin Hakani** who on oath deposes and states that the
(Applicant's Name)
Information contained in this application is true to the best of his/her knowledge and belief:

Amin Muhammad
Notary Public

07-30-20
Date

AMIN MUHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 09, 2024

Signature of Applicant

Sadruddin Hakani
Print Name

3125 Touchton Court
Address

Duluth, GA 30097
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me **3907 Main Street College Park, LLP** who on oath agrees with
(Property Owner's Name)
the rezoning request and states that the information contained in this application is true to the best of his/her knowledge and belief:

Notary Public

2/3e/2020
Date

WILLIAM F LEPCHITZ NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES November 25, 2022

Signature of Applicant

Barbara Taylor, Partner
Print Name

Signature of City Clerk

Date

980 Carter Drive
Address

Atlanta, GA 30319
City, State, Zip

ADDENDUM TO APPLICATION FOR REZONING
(As required by Section 36-85-3 of the Official Code of Georgia, Annotated)

36-85 3 (a) When any applicant for rezoning action has made, within two years, immediately preceding the filing of that applicant's application for the re-zoning action, campaign contributions aggregating $250.00 or more or made gifts having in the aggregate a value of $250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:

(1) The name of the local government official to whom the campaign contribution or gift was made.

(2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution and

(3) An enumeration and description of each gift having a value of $250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.

Pursuant to the above, please list all campaign contributions to elected officials of the City of College Park a minimum of two years prior to the filing of this Rezoning Application totaling $250 or more or gifts to elected officials of the City of College Park with an aggregate value of $250 a minimum of two years prior to the filing of this Rezoning Application:

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

AMIN MUHAMMAD NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 09, 2024

ATTEST:

Amin Muhammad

Notary Public

Sadruddin Hakani

Rezoning Applicant

7/30/2020

Date

NOTE: This certification must be filed in the Office of the City Clerk, College Park, Georgia, within 10 days of the date of filing the application.

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

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

Item #	Requirements	Check/Initial
1	North arrow	✓
2	Acreage of subject property	✓
3	Current zoning and requested zoning classifications	✓
4	All property lines	✓
5	Adjacent streets with posted speed limits	✓
6	Current use and zoning of adjacent properties	✓
7	Required and/or proposed building setback lines	SITE PLAN
8	Proposed structure locations, heights and square footages	✓ SITE PLAN
9	Existing structure locations and approximate heights for adjacent properties NEW BUILDING	N/A
10	Layout, minimum lot size and proposed density of residential properties	NOT APPLICABLE
11	Topographic information to show elevation and drainage	PRE-EXISTING TO BE USED
12	Required and/or proposed landscaped areas and buffers	SITE PLAN
13	Required and proposed parking spaces and loading/unloading facilities	SITE PLAN
14	Lakes, streams and other waters on the site and associated buffers	NOT APPLICABLE
15	Proposed stormwater management facilities	USE PRE-EXISTING SYSTEMS

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8290

DATE: September 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Request to Set a Public Hearing for Consideration of a Conditional Use Permit at 3907 Main Street

---

PURPOSE: To set a Public Hearing for consideration of a Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community Business.

REASON: To set a Public Hearing for consideration of a Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community Business.

RECOMMENDATION: Staff recommends that the Public Hearing be set for October 5, 2020.

BACKGROUND: The applicant is requested a rezoning and conditional use permit for fuel pumps on the property.

COST TO CITY:

BUDGETED ITEM: N/A

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: September 21, 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 a public hearing being set for October 5, 2020.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

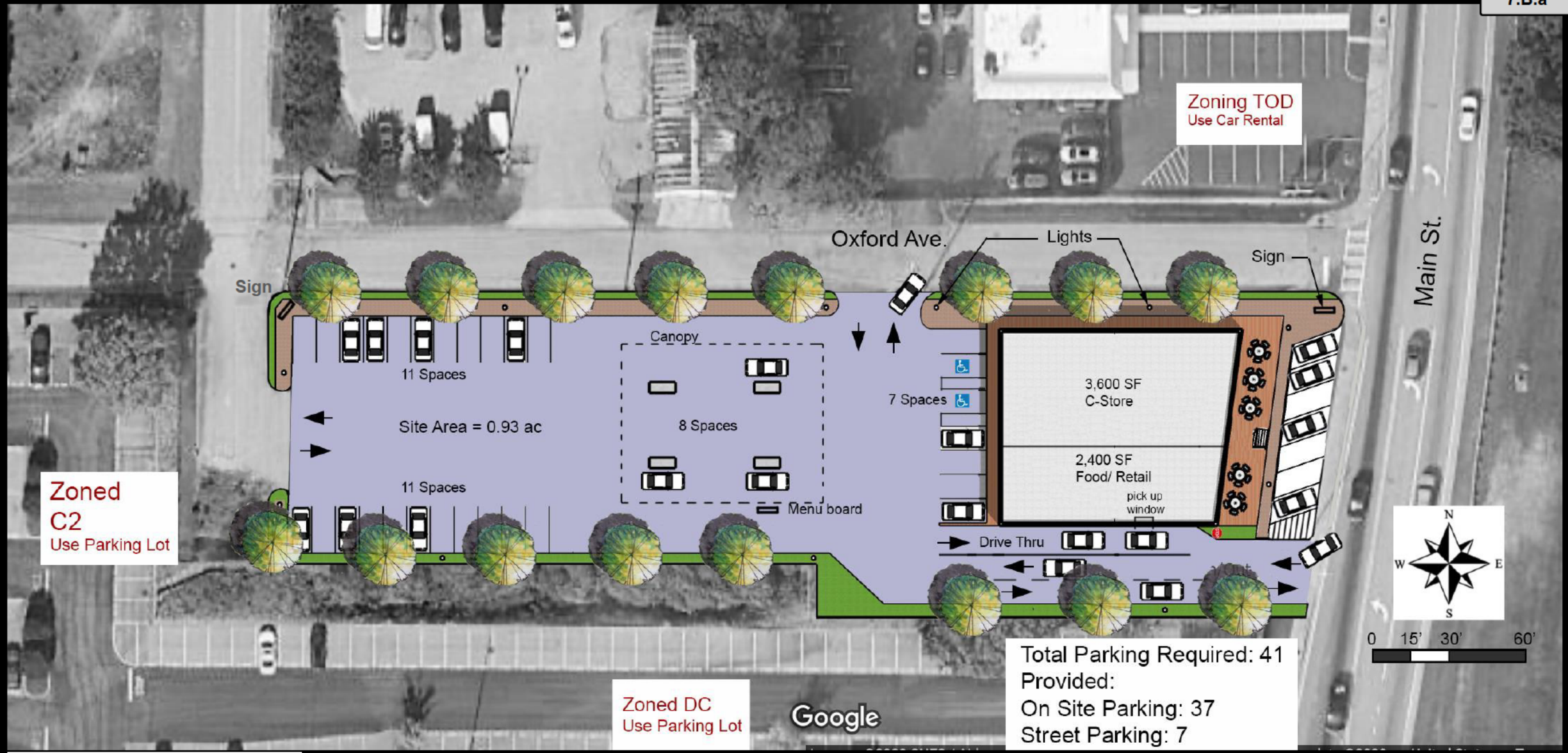
STAFF: Michelle Alexander

ATTACHMENTS:

- 3907MainStreetRenderingsUpdate (PDF)
- Conditional Use Permit Application (PDF)

Review:

• Michelle Alexander	Completed	09/10/2020 3:14 PM
• Rosyline Robinson	Completed	09/11/2020 1:40 PM
• Terrence R. Moore	Completed	09/17/2020 11:51 AM
• Mayor & City Council	Pending	09/21/2020 7:30 PM



CITYVIEW DESIGN BUILD

CONCEPTUAL SITE PLAN | 3907 Main Street, College Park, Georgia

CITYVIEW DESIGN BUILD

CONCEPTUAL BUILDING VIEW | 3907 Main Street, College Park,

CONDITIONAL USE PERMIT APPLICATION

CITY OF COLLEGE PARK

www.collegeparkga.com

Date Received _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) **Sadruddin Hakani**

ADDRESS **3125 Touchton Court, Duluth, GA 30097**

PHONE **N/A** CELL [redacted] FAX **N/A**

E-MAIL ADDRESS [redacted]

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) **3907 Main Street College Park, LLP**

ADDRESS **980 Carter Drive, NE, Atlanta, GA 30319**

PHONE **N/A** CELL [redacted] FAX **N/A**

E-MAIL ADDRESS [redacted]

PROPERTY INFORMATION

ADDRESS **3907 Main Street, College Park**

CURRENT USE **Vacant** CURRENT ZONING **Downtown Commercial**

PROPOSED USE **Convenience Store & Retail** SIZE OF PROPERTY **0.93 acres**

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

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

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

FILING DEADLINE
Applications must be received and fees must be paid no later than thirty (30) calendar days prior to the Planning Commission meeting at which the conditional use permit application will be considered.

PUBLIC NOTIFICATION
The City of College Park is responsible for notifying the public of the Conditional Use Permit applied for. The notification shall include:
1) A letter will be sent to adjacent properties located within a 1000-foot radius of the property requesting the CUP.
2) An ad will be run in the local newpaper listing the hearing dates for the CUP.
3) A sign will be posted on the subject property at least 15 days before any hearing date.

PLANNING COMMISSION MEETING
The applicant or his agent must attend the Planning Commission meeting to present the application and respond to questions from the Commission. Planning Commission meets the last Monday of each month at 5:30 PM in the Mayor and Council chambers of City Hall, except for December, when they do not have a meeting. The Commission will give a recommendation of approval or denial on the application for consideration by Mayor and Council.

COUNCIL HEARING
Conditional use permit requests must be decided at a public hearing before Mayor and Council. The applicant must attend the public hearing to present the application and respond to questions from the Council. Mayor and Council meet the first and third Monday of each month, except for July, when they do not meet on the FIRST Monday; and December, when they do not meet on the THIRD Monday. Applicants will be notified via email and/or phone call of the date of the public hearing.

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

(For Office Use Only)

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

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	1	Pre-application meeting is required before submitting the conditional use permit application.	✓ | JG
Application Form	12	Must include information for applicant and property owner.	✓
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	✓
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to conditional use, or that owner is aware of and consents to the conditional use request.	✓
Letter of Intent	12	Must clearly state the proposed use and development intent.	✓
Site Plans	24x36- 1 11x17- 12	Must meet requirements specified on Site Plan Checklist.	TO ~~BE~~ HAND DELIVERED ON 8/4/2020
Site Plan Checklist	1	Completed copy of site plan checklist.	
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Survey plat shall: indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain, and; include a notation as to the total acreage or square footage of the property.	✓
Architecturals		Renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	✓
Adjacent Property Notice		Proof that notices were mailed to adjacent property owners and all those within a 300 foot radius of the parcel in question.	NEED CLARIFICATION FROM THE CITY.

APPLICANT AFFIDAVIT

Personally appeared before me **Sadruddin Hakani** who on oath deposes and says
(Print applicant's name)

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

Amin Muhammad — Notary Public

7-30-2020 — Date

Signature of Applicant

Sadruddin Hakani — Print Name

3125 Touchton Court — Address

Duluth, GA 30097 — City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me **3907 Main Street College Park, LLP** who on oath
(Print owner's name)

agrees with the above request and states that the information on the application is true to the best of his/her knowledge and belief.

William F Lepchitz — Notary Public

7/30/20 — Date

Barbara Taylor — Signature of Applicant

Barbara Taylor, Partner — Print Name

980 Carter Drive — Address

Atlanta, GA 30319 — City, State, Zip

Signature of City Clerk

Date

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

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

Item #	Requirements	Check/Initial
1	North arrow	✓
2	Acreage of subject property	✓
3	Current zoning and requested zoning classifications	✓
4	All property lines	✓
5	Adjacent streets with posted speed limits	✓
6	Current use and zoning of adjacent properties	✓
7	Required and/or proposed building setback lines	SITE PLAN
8	Proposed structure locations, heights and square footages	✓ SITE PLAN
9	Existing structure locations and approximate heights for adjacent properties	NEW BUILDING N/A
10	Layout, minimum lot size and proposed density of residential properties (if applicable)	NOT APPLICABLE
11	Topographic information to show elevation and drainage	PRE EXISTING TO BE USED
12	Required and/or proposed landscaped areas and buffers	SITE PLAN
13	Required and proposed parking spaces and loading/unloading facilities	SITE PLAN
14	Lakes, streams and other waters on the site and associated buffers (if applicable)	NOT APPLICABLE
15	Proposed stormwater management facilities (if applicable)	USE PRE EXISTING SYSTEM

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8332

DATE: September 17, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michael Hicks, Chief Information Officer

RE: Strategic Planning Initiatives

PURPOSE: To obtain approval for Adam Saslow to continue as facilitator for the next steps in the City of College Park Strategic Plan. The next steps will include formalizing (5) different teams to create a cross section of talent on a wide range of projects, task, and other collaborative efforts.

REASON: To execute continuation of consulting services for the College Park Strategic Plan.

RECOMMENDATION: To approve Adam Saslow of Kearns & West extension based on the (5) teams and associated work.

BACKGROUND: Adam Saslow was hired as a Facilitator to amend the current Strategic Plan with additional performance Standards. Other work is needed with this plan.

YEARS OF SERVICE:

COST TO CITY: $19,968.75.

BUDGETED ITEM: This is not a budgeted item.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: September 21, 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: City Manager Terrence Moore/Chief Information Officer Michael Hicks

ATTACHMENTS:

- Letter Agreement - Phase III (DOCX)
- Cost Estimate for City of College Park 2020 Phase III v2 (XLSX)

Review:

- Michael Hicks Completed 09/14/2020 10:01 AM
- Rosyline Robinson Completed 09/14/2020 1:46 PM
- Mercedes Miller Completed 09/16/2020 11:08 AM
- Jackson Myers Completed 09/16/2020 11:27 AM
- Charles Christopher Cook Completed 09/16/2020 11:14 AM
- Michelle Alexander Pending
- Shavala Moore Completed 09/16/2020 1:27 PM
- Ferman Williford Completed 09/16/2020 11:13 AM
- City Attorney's Office Pending
- Terrence R. Moore Completed 09/17/2020 3:44 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

KEARNS & WEST

September 14, 2020

Mr. Terrence Moore
City Manager
City of College Park
College Park, GA 30337

Re: Professional Services Agreement to Support the City of College Park with Facilitation and Related Services

Dear Mr. Moore –

Per discussions this last week and prior, this letter formalizes the terms of a professional services agreement ("Contract") between the City of College Park, GA ("City") and Kearns & West ("Consultant"), jointly the "Parties" regarding disbursement of funds to Consultant in consideration for Consultant's provision of skilled neutral facilitation services in support of the City's efforts to align strategic goals, performance standards, planning and general operations ("Consultant Services").

Specific requirements, tasks and deadlines are presented in the conditions below:

This letter and the budget attachment constitute the complete and entire terms of a professional Contract between the City and the Consultant. The Contract may be modified only following consultation with and upon the written consent of the Parties.

The duration of this contract ("Phase II" relative to prior services) is from September 22 to December 31, 2020.

The services to be performed by the Consultant under this contract are specified in the Consultant's proposed suite of services and suite of tasks ("Proposal") which is incorporated by reference herein and made a part of this Contract in Attachment A. In broad-brush strokes this involves:

- Working with the Management Team to institutionalize up to five inter-departmental teams;
- Developing a "charge" for each team and developing a set of shared tasks and milestones;
- Preparing agendas, facilitation plans and facilitating up to six 60-minute team meetings at approximately two-week intervals (between late September and December 31);
- Drafting an Action Items Memo within 24 hours of the conclusion of each team meeting; and,
- Providing monthly updates to the City Manager, Mayor and Council at scheduled City Council meetings

Any modification to the Proposal or to this Agreement must be approved in writing (or via e-mail) in advance by the Consultant and the City. In addition to the tasks and deliverables proposed herein, the Consultant will participate in phone calls with the Mayor and City Manager on an as needed basis so as to provide updates and guidance.

The approved budget for the Consultant's professional services shall not exceed $19,968.75. Labor estimates between labor categories is fungible and may shift according to project needs. The terms and budget for Phase III will be negotiated separately.

Payment for the contract and services rendered will be made upon receipt and approval of a monthly invoice. The City will make payment to the Consultant at the address provided on the Consultant's invoice.

KEARNS WEST

The Consultant is and shall be at all times an "independent contractor." The Contractor is not and shall not be under any circumstances, an employee or agent of the City during the term of this Contract.

Kearns & West appreciates the opportunity to work with the City in providing the above-referenced services in support of strategic planning and improved Departmental collaboration. If the above terms meet with your understanding of our agreement, please sign below, keep a copy for your files and return with an e-signature to, Adam R. Saslow at asaslow@kearnswest.com or call at 770.377.5613.

Sincerely,

Jason Gershowitz
Principal

By its authorized signature below, the City of College Park acknowledges and confirms that it understands, accepts and agrees to the terms contained herein:

Name _____
Title _____

_____ _____
Signature Date

Attachment: Cost Estimate (Phase III)

Cost Proposal: City of College Park - Strategic Planning and Facilitation Support - Phase III	Project Manager / Senior Facilitator Adam Saslow	Assumptions
Hourly Rate	**$225.00**	
Task 0: Kick Off, Project Management and Administration		
0.1: Kickoff meeting (planning, next steps list) with Terrence Moore and Michael Hicks on September 22	1.25	One 30 minute kick-off call (from a remote location) with short email summary to be distributed within two working days.
Task 0 total hours	1.25	
Task 0 total labor cost	$ 281.25	
Total Cost - Task 1	**$ 281.25**	
Task 1: Facilitation of Six Teams (hours indicated on a per team basis)		
1.1 Planning and Linkages to Strategic Plan; Seating of Team Members	1	Assumes meetings with City Manager and Strategic Planning Team. Assumes College Park I/T will set up all virtual platforms needed. Assumes Chair will formally invite team members to their teams.
1.2 Convening of sixty minute organizational meeting of the Team and Preparation of Summary Email	2	
1.3 Drafting of Charge for the Team	1	
1.4 Development and tracking of a six month milestones document for each Team	1	Assumes six additional sixty minute meetings between mid September and December 31, 2020.
1.4 Development of Facilitation Plans	2	Assumes five additional sixty minute meetings between mid October and December 31, 2020.
1.5 Facilitation of 60 minute (bi-weekly) Virtual Team Meetings	7	Assumes five additional sixty minute meetings between mid October and December 31, 2020. Assumes College Park I/T will set up all virtual platforms needed.
1.6 Preparation of an Action Items Email for each team meeting	2.25	Assumes five additional sixty minute meetings between mid October and December 31, 2020.
1.7 Periodic reporting to City Council	0.25	
1.2 Revision of Strategic Plan, copy editing and graphics packaging		Assumes organizational (mostly non-substantive) revision to the existing 2019 document consistent with Strategic Planning Committee input. Also assumes copy editing by a professional copy editor and lite graphics design (in collaboration wth Gerald Walker) for readibility.
Task 1 total hours	16.5	
Task 1 total labor cost	$ 3,712.50	
Total Hours for five teams - Task 1	**$ 82.50**	
Total Dollars for five teams - Task 1	**$ 18,562.50**	
Task 2: Monthly Updates for Mayor, City Manager and City Council, Project Reporting and Invoicing		
2.1 Participation in City Council Meetings (one of two per month)	3	
2.2 Progress Reports and Invoicing	2	
Task 2 total hours	5	
Task 2 total labor cost	$ 1,125.00	
Total - Task 2	**$ 1,125.00**	

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8319

DATE: September 10, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: FAA - Water Side Heat Pump #12 Replacement

PURPOSE: City Council approval of the replacement of Water Side Heat Pump (WSHP) #12 located on the first floor in the Human Resources Department at the Federal Aviation Administration (FAA) Regional Headquarters.

REASON: The equipment is over 25 years old and is in need of replacement due to age. The units normally last for 10-12 years.

RECOMMENDATION: City Council approval of the request to replace the WHSP #12 equipment by Batchelor & Kimball, Inc.

BACKGROUND: The 7-1/2 ton WSHP equipment was originally installed in 1992.

YEARS OF SERVICE: N/A.

COST TO CITY: $25,559.00.

BUDGETED ITEM: Yes. This capital item was approved in the FY2020-2021 budget

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATON BY OTHER GOVERNMENT ENTITIES: Federal Aviation Administration

AFFECTED AGENCIES: None.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Office of the City Manager

ATTACHMENTS:

- WSHP Replacement Proposal (PDF)

Review:

- Terrence R. Moore Completed 09/08/2020 2:04 PM
- Rosyline Robinson Completed 09/08/2020 2:06 PM
- Purchasing Completed 09/08/2020 4:33 PM
- Finance Completed 09/14/2020 11:35 AM
- Terrence R. Moore Completed 09/17/2020 11:52 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

Post Office Box 87098
College Park, Georgia 30337
www.colliers.com

MAIN +1 404 305 9177
+1 404 305 0180
FAX +1 404 763 2499

Colliers INTERNATIONAL

September 1, 2020

City of College Park
City Manager
Terrence Moore
3667 Main Street
College Park, GA 30337

Re: Requests to Proceed With Approved Capital Budget Items:
1) Replacing WSHP #12
2) Replace Hydraulic Dock Lift

Terrence,

We are requesting approval to proceed with (2) approved capital budget items in September. Both items are in our FY 2020 Budget.

The first request is to replace WSHP #12 located on the First Floor in the HR Department. This is the original equipment that was installed in 1992. These units normally last for 10-12 years; however, we have an excellent Maintenance Department who focuses on preventative maintenance, but it's time now to replace this unit for $25,559.00. See proposal attached from Batchelor & Kimball.

The second request is to replace the 7x8 Hydraulic Dock Lift. Again, this is the original equipment we installed in 1992. Now it's time to replace the lift for $18,449.50. See proposal attached from Pro Lift Dock & Doors Inc.

I realize you will have to submit this to Mayor and Council for final approval. Please let me know the meeting schedule date as soon as you can and I will be there to answer any questions they may have.

Kindest regards,

Ron Wilkerson
Colliers International

Batchelor & Kimball, Inc.
Engineers · Mechanical Contractors · Designers

December 5, 2019

Mr. Gary Anderson
FAA - Colliers
1701 Columbia Ave.
College Park, GA 30337

Reference: **WSHP-12 Replacement Proposal**

Gary,

Please see the scope below to replace 7-1/2 Ton WSHP.

Scope of work:

- Recover refrigerant in accordance with EPA guidelines
- Disconnect piping and electrical
- Remove and dispose of existing 7-1/2-ton unit in ceiling
- Provide and install (1) new Trane GEHE09041 (or equivalent) 7.5-Ton Cooling Only WSHP
- Install new piping between unit and existing isolation valves
- Start unit and check operation
- Work performed during normal hours

Price: **$25,559**

Sincerely,

BATCHELOR & KIMBALL, INC.
Jeffrey S. Clotfelter
Jeffrey S. Clotfelter

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8320

DATE: September 8, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: FAA - Hydraulic Dock Lift Replacement

PURPOSE: City Council approval of the replacement of the Hydraulic Dock Lift at the Federal Aviation Administration (FAA) Regional Headquarters.

REASON: The equipment is over 25 years old and is in need of replacement due to age.

RECOMMENDATION: City Council approval of the request to replace the Hydraulic Dock Lift by Pro Lift Dock & Doors, Inc.

BACKGROUND: The equipment was originally installed in 1992.

YEARS OF SERVICE: N/A.

COST TO CITY: $18,449.50.

BUDGETED ITEM: Yes. This capital item was approved in the FY2020-2021 budget

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATON BY OTHER GOVERNMENT ENTITIES: Federal Aviation Administration

AFFECTED AGENCIES: None.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Office of the City Manager

ATTACHMENTS:

- Hydraulic Dock Lift Quote (PDF)

Review:

- Terrence R. Moore Completed 09/08/2020 2:04 PM
- Rosyline Robinson Completed 09/08/2020 2:06 PM
- Purchasing Completed 09/08/2020 4:34 PM
- Finance Completed 09/14/2020 11:37 AM
- Terrence R. Moore Completed 09/17/2020 11:52 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

Post Office Box 87098
College Park, Georgia 30337
www.colliers.com

MAIN +1 404 305 9177
+1 404 305 0180
FAX +1 404 763 2499

Colliers INTERNATIONAL

September 1, 2020

City of College Park
City Manager
Terrence Moore
3667 Main Street
College Park, GA 30337

Re: Requests to Proceed With Approved Capital Budget Items:
1) Replacing WSHP #12
2) Replace Hydraulic Dock Lift

Terrence,

We are requesting approval to proceed with (2) approved capital budget items in September. Both items are in our FY 2020 Budget.

The first request is to replace WSHP #12 located on the First Floor in the HR Department. This is the original equipment that was installed in 1992. These units normally last for 10-12 years; however, we have an excellent Maintenance Department who focuses on preventative maintenance, but it's time now to replace this unit for $25,559.00. See proposal attached from Batchelor & Kimball.

The second request is to replace the 7x8 Hydraulic Dock Lift. Again, this is the original equipment we installed in 1992. Now it's time to replace the lift for $18,449.50. See proposal attached from Pro Lift Dock & Doors Inc.

I realize you will have to submit this to Mayor and Council for final approval. Please let me know the meeting schedule date as soon as you can and I will be there to answer any questions they may have.

Kindest regards,

Ron Wilkerson
Colliers International

PROLIFT
DOCK & DOORS

4465 COMMERCE DR.
SUITE 104
BUFORD, GA 30518
PHONE: 770-586-5725
FAX: 770-586-5726

Estimate

Date	Estimate #
11/20/2019	AS111925

Name / Address	Ship To
COLLIERS INTERNATIONAL 1701 COLUMBIA AVE COLLEGE PARK, GA 30337	

QUOTE IS GOOD FOR 30 DAYS

Lead Time	Project
4-6 WEEKS	Q.#AS111925 REPLACEMENT LIFT

Description	Qty	Total
REPLACEMENT 7 X 8 HYDRAULIC DISAPPEARING DOCK LIFT	1	13,600.00
ESTIMATED FREIGHT	1	1,500.00
LABOR TO REMOVE OLD UNIT AND REPLACE WITH NEW	1	1,490.00
LIFT RENTAL	1	750.00

UNLESS OTHERWISE NOTED, REGULAR BUSINESS HOURS ARE MONDAY-FRIDAY, 7:00AM-5:00PM. ALL WORK IS TO BE PERFORMED DURING REGULAR BUSINESS HOURS. PRICING INCLUDES ALL MATERIAL, LABOR, FREIGHT, AND APPLICABLE TAXES. PROLIFT STANDARD WARRANTY IS 30 DAYS LABOR, 90 DAYS PARTS IN ADDITION TO EACH MANUFACTURERS' OWN WARRANTY. PLEASE ALLOW THE ABOVE SPECIFIED LEAD TIME BETWEEN TIME OF ACCEPTANCE/CREDIT APPROVAL & INSTALLATION.

Sales Tax (7.0%)	$1,109.50
Total	$18,449.50

SIGNATURE_____

ADVANCE LIFTS®

Model T2-55708 Recessed Dock Lift

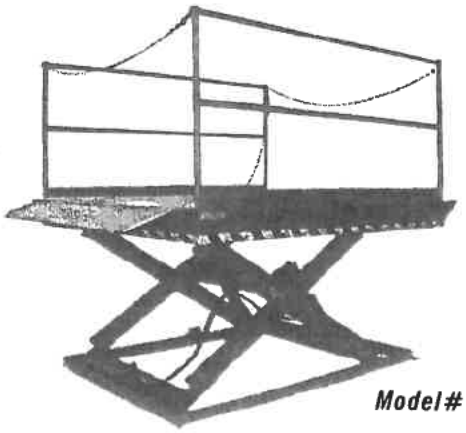
2 Year Parts & Labor/10 Year Structural Warranty

These are by far the most popular size Disappearing Dock lifts sold. They are sized to handle pallet jacks, four-wheel carts or dolly trucks. They are also used for dock to ground access.

ISO 9001:2015 Certified

made in USA

- Capacity: 5,500 lbs.
- Axle Capacity Ends: 2,700 lbs.
- Axle Capacity Sides: 2,700 lbs.
- Platform Size: 7 x 8 ft.
- Lowered Height: 8 in.
- 5 HP Motor
- Approx. 10 FPM
- 58" Travel
- Shipping Weight: 2,805 lbs.



Model# T2-55708

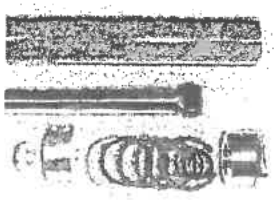
Special Features & Benefits

- All models are equipped with a hinged bridge with a pull back chain.
- All T2 & T3 units are equipped with hot dip galvanized base frames.
- All of the electrical controllers are Underwriters Laboratories approved assemblies.
- Each unit is washed with phosphoric acid, fully primed and then finished with baked enamel.
- All cylinders are machine grade with clear plastic return lines & internal mechanical stops.
- These units conform to all applicable ANSI codes.

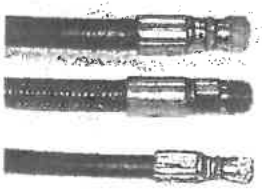
CLICK HERE FOR: Drawing PDF DXF | Pit Diagram | Specifications | Optional Accessories

Feature Details

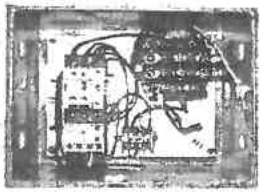
Power Unit



Cylinder



Double Wire Braid Hose



UL Listed Control Panel

Phone: 800-843-3625 • Fax: 630-584-9405 • www.advancelifts.com

ADVANCE LIFTS®

©2017 Advance Lifts, Inc. All rights reserved.

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8297

DATE: August 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: GICC HVAC & Arena Service & Maintenance Contract Renewal

PURPOSE: Request for permission to extend the HVAC maintenance contract for one (1) year with current contractor, Legacy Mechanical Services, Inc., for the GICC & the Arena in the amount of $147,502.00 annually. This is a budgeted item. Legacy Mechanical Services, Inc has also agreed to extend (1) year contract at last year's rates with the City of College Park to include: City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium and Fire Station #2 for a combined annual cost of $49,475.00.

REASON: Current contract expired June 30, 2020. Legacy Mechanical continues to provide excellent consistent services to the City.

RECOMMENDATION: Approval by Mayor and Council to enter into a one (1) year contract extension.

BACKGROUND: See attached memorandum from Mercedes Miller, GICC Executive Director.

COST TO CITY: $147,502.00. annually for the GICC & Arena; and $49,475.00 annually for additional City of College Park, GA locations.

BUDGETED ITEM: Yes 555-4970-52-5740 (GICC) & 556-4969-52-5740

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: September 21, 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: N/A

ATTACHMENTS:

- Director's Memo.HVAC Renewal8.25.20 (PDF)
- Legacy Mechanical Services Maintenance Agreement - GICC (DOCX)
- Legacy Mechanical Services Maintenance Agreement - Brady Recreation Center (DOCX)
- Legacy Mechanical Services Maintenance Agreement - City Hall (DOCX)
- Legacy Mechanical Services Maintenance Agreement - Conley Recreation Center (DOCX)
- Legacy Mechanical Services Maintenance Agreement - Fire Station #2 (DOCX)
- Legacy Mechanical Services Maintenance Agreement - Public Safety Complex (DOCX)
- Legacy Mechanical Services Maintenance Agreement - Tracey Wyatt Recreation Center (DOCX)
- Legacy Mechanical Services Maintenance Agreement - GICC (DOCX)

Review:

- Mercedes Miller Completed 08/27/2020 10:18 AM
- Rosyline Robinson Completed 09/08/2020 11:49 AM
- Finance Completed 09/14/2020 11:31 AM
- City Clerk Completed 09/15/2020 10:42 AM
- Police Completed 09/08/2020 11:53 AM
- Wade Elmore Completed 09/08/2020 12:29 PM
- Michelle Johnson Completed 09/15/2020 12:07 PM
- Inspections Completed 09/09/2020 8:30 AM
- City Attorney's Office Completed 09/16/2020 4:45 PM
- Terrence R. Moore Completed 09/17/2020 11:51 AM

- Mayor & City Council Pending 09/21/2020 7:30 PM

GEORGIA INTERNATIONAL CONVENTION CENTER

CONVENTION CENTER MEMORANDUM NO. 2020-16

DATE: August 25, 2020

TO: The Honorable Mayor and Council

FROM: Mercedes Miller, GICC Executive Director

THROUGH: Terrence Moore, City Manager

SUBJECT: Renewal of HVAC Maintenance Contract

The Georgia International Convention Center is seeking approval of Mayor and Council to renew the Maintenance Contract with Legacy Mechanical Services, Inc.

Legacy Mechanical Services has agreed to renew for one (1) additional year with the same terms and conditions as delivered in 2019 commencing as of July 1, 2020 at the annual cost of $147,502.00 for both the GICC and the Arena. The contract is through June 30, 2021. The terms include Legacy Mechanical Services providing insurance coverage for commercial, general liability, auto liability and workers compensation. These are budgeted items.

Legacy Mechanical Services has also agreed to renew for one (1) year the maintenance services contract at no increase to the City of College Park to include City Hall, Brady Recreation Center the Public Safety Complex, The Tracey Wyatt Recreation Center, Conley Recreation Center and Fire Station #2 for the combined annual cost of $49,475.

I am respectfully requesting permission to enter into a one (1) year extension with Legacy Mechanical Services, Inc., and a one (1) year agreement for mechanical services for the above-mentioned sites for the City of College Park with an expiration date of June 30, 2021.

MRM:wa

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR GATEWAY CENTER ARENA AT GICC WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Gateway Center Arena at the Georgia International Convention Center as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The

Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

2 Operating (minor) and 2 Start-up (major) Inspections
12 Water Treatment visits (monthly)

The customer will receive all labor and materials necessary to perform all operating and seasonal startup inspections of all equipment listed in Schedule "A".
The customer, prior to execution, will agree upon all service and repairs.

We will perform 2 seasonal startup inspections in addition to 2 operating inspections per year. We will also perform 12 water treatment visits per year as outlined in scope below.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:
- Preferential service and rates over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.
- This agreement will include priority PLUMBING SERVICE at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the Quarterly sum of $11043.00 which is payable upon receipt of our invoice. The annual sum for this agreement is $44172.00.

The following tasks will be performed as part of this maintenance program and are necessary to keep your valuable equipment in the most efficient and reliable operating condition:
The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

SEASONAL START-UP (MAJOR) INSPECTIONS

- ❑ Replace air filters provided by Legacy.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties for proper operation in appropriate season.
- ❑ Check wiring and connections for tightness and integrity.
- ❑ Clean Condenser Coil (1 time per year)
- ❑ Apply gauges and check refrigerant pressures for proper ranges
- ❑ Check cooling or heating operation setpoints and adjust as necessary
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil NOT included, but will be recommended if necessary
- ❑ Replace belts one time per year supplied by Legacy

OPERATING (MINOR) INSPECTION

- ❑ Replace air filters provided by Legacy.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check condition of belts.

WATER TREATMENT (MONTHLY)

- ❑ Maintain Chemical feed equipment needed to sustain chemical water treatment program.
- ❑ Application of regular water treatment products.
- ❑ Collect and analyze samples of the treated waters.
- ❑ Provide written reports of water sample results.
- ❑ Provide consultative services.

SCHEDULE "A" EQUIPMENT LIST
Gateway Center Arena

(**TO BE ATTACHED)**

Inclusions and Exclusions

The agreement includes:

Filters changed by Legacy and supplied by Legacy (quarterly)
Belts installed one time per year supplied by Legacy
Condenser Coil cleaning 1 time per year.

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $95.00 per hour
Overtime: $142.50 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.

- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR GRADY RECREATION CENTER WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Grady Recreation Center as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General

Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor Such causes may include, but are not limited to, acts of God, or of

the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$2,932.50** which is payable upon receipt of our invoice. The annual sum for this agreement is **$11,730.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR CITY HALL WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the City Hall, located at 3667 Main Street as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General

Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor Such causes may include, but are not limited to, acts of God, or of

the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$2,432.50** which is payable upon receipt of our invoice. The annual sum for this agreement is **$9,730.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR CONLEY RECREATION CENTER WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Conley Recreation Center, located at 3636 College Street as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The

Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$1,963.25** which is payable upon receipt of our invoice. The annual sum for this agreement is **$7,853.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR FIRE STATION #2 WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for Fire Station #2, located at 2330 Sullivan Road as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The

Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$318.75** which is payable upon receipt of our invoice. The annual sum for this agreement is **$1,275.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR THE PUBLIC SAFETY COMPLEX WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Public Safety Complex, as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General

Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor Such causes may include, but are not limited to, acts of God, or of

the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$3,842.50** which is payable upon receipt of our invoice. The annual sum for this agreement is **$15,730.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR THE TRACEY WYATT RECREATION CENTER WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Tracey Wyatt Recreation Center, located at 2300 Godby Road, as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The

Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

Legacy Mechanical Services, Inc. Is proud to have the opportunity to provide **Brady Recreation Center with** the following type of service:

Inspection 3 (Minor) Plus Annuals 1 (Major)

The customer will receive all labor and materials necessary to perform annual scheduled maintenance and operating inspections of all equipment listed in Schedule "A". The customer prior to execution will agree upon all service and repairs. We will perform **1 annual cooling** maintenance in addition to **3** operating inspections per year.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:

- Preferential service over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service engineer's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.

This agreement will include priority **PLUMBING SERVICE** at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the **quarterly** sum of **$789.25** which is payable upon receipt of our invoice. The annual sum for this agreement is **$3,157.00**.

The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

MAJOR INSPECTIONS

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties.
- ❑ Check wiring and connections.
- ❑ Clean Condenser Coil
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil as needed
- ❑ Perform chiller annuals (1 time per year per chiller.)

MINOR INSPECTION

- ❑ Replace air filters.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.

Check general operation and condition.

Inclusions and Exclusions

The agreement includes:

Filters (quarterly)
Belts (Replaced annually during cooling PM)
Condenser Coil cleaning (Chemically cleaned annually during cooling PM)

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $80.00 per hour
Overtime: $120.00 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF COLLEGE PARK

HVAC MAINTENANCE SERVICES AGREEMENT FOR GATEWAY CENTER ARENA AT GICC WITH LEGACY MECHANICAL SERVICES, INC.

This Agreement made and entered into this _____ day of _____ , 20___, between the City of College Park, Georgia (hereinafter "the City" or "Client") and Legacy Mechanical Services, Inc., a Georgia Corporation (hereinafter "the Contractor"), witnesseth:

WHEREAS, the Contractor is an HVAC company maintenance and inspection services for HVACs; and

WHEREAS, the City desires to retain such services for the City of College Park.

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** Contractor shall provide HVAC maintenance and inspection services for the Gateway Center Arena at the Georgia International Convention Center as detailed in **Exhibit A**, which is attached hereto and incorporated herein. In any conflict between the terms of Exhibit A and this Agreement, this Agreement shall control.

2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from execution date.

3. **COSTS AND RETAINAGE:**

   The Costs of Service are detailed in **Exhibit A**. Said costs shall not change during any term of this Agreement unless presented in writing to the City and approved in writing by the City.

4. **WORK ON THE CITY'S DESIGNATED PREMISES:** When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the negligent acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The

Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

5. **WARRANTY.**

Except as expressly set forth in this Agreement, Contractor disclaims all other representations or warranties, express or implied, made to the City or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

6. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

8. **TERMINATION FOR DEFAULT:**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ninety (90) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the

Contractor Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

(d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(e) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the Contractor shall be paid for all services performed in accordance with the Agreement up to the effective date of the termination.

(f) The Contractor shall have the right to terminate this Agreement upon notice to the City upon breach by the City of any of its obligations under this Agreement by giving the City a written notice of same and upon the City failing to remedy said breach within ninety (90) days of said notice. In the event of such termination, the Contractor shall be paid for all services performed up to the effective date of the termination.

7. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

8. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
Attn: Purchasing Manager
3667 Main Street
College Park, Georgia 30337

With copies to:

Fincher Denmark LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, Georgia 30354

If to the Contractor:

Legacy Mechanical Services, Inc.
Attn: Brian Manus, District Accounting Manager
1680 Roberts Boulevard
#408
Kennesaw, Georgia 30144

9. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

10. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

(c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any

individuals assigned to perform the Services for the City.

11. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE - LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, exercise the professional standard of care to observe and comply with all published federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

12. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

(a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

(b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

(c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION**

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

14. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **SEVERABILITY**

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

16. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

17. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this _____ day of _____, 20__**,** said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Municipal Clerk

(SEAL)

DATE: _____

LEGACY MECHANICAL SERVICES, INC.

By: _____

Name: _____

Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

2 Operating (minor) and 2 Start-up (major) Inspections
12 Water Treatment visits (monthly)

The customer will receive all labor and materials necessary to perform all operating and seasonal startup inspections of all equipment listed in Schedule "A".
The customer, prior to execution, will agree upon all service and repairs.

We will perform 2 seasonal startup inspections in addition to 2 operating inspections per year. We will also perform 12 water treatment visits per year as outlined in scope below.

Legacy Mechanical Services, Inc. agrees to furnish maintenance/service in accordance to specifications and Terms and Conditions stated.

We will provide you, the Customer:
- Preferential service and rates over non-contract customers
- Use only qualified personnel employed by Legacy Mechanical Services, Inc.
- Furnish customer with a completed copy of the service technician's report which will include any recommendations for better operating efficiency
- Furnish supervisory help when needed
- Instruct customer in the basic operation of system to provide the best operating efficiency of the HVAC system.
- This agreement will include priority PLUMBING SERVICE at the stated rate.

Legacy Mechanical Services, Inc. will provide the services stated herein for the Quarterly sum of $11043.00 which is payable upon receipt of our invoice. The annual sum for this agreement is $44172.00.

The following tasks will be performed as part of this maintenance program and are necessary to keep your valuable equipment in the most efficient and reliable operating condition:
The following tasks prepare your unit for operational duties with reliability, safety and efficiency:

PLANNED MAINTENANCE CHECKLIST

EQUIPMENT: Air Cooled

SEASONAL START-UP (MAJOR) INSPECTIONS

- ❑ Replace air filters provided by Legacy.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check cooling/heating controls and safeties for proper operation in appropriate season.
- ❑ Check wiring and connections for tightness and integrity.
- ❑ Clean Condenser Coil (1 time per year)
- ❑ Apply gauges and check refrigerant pressures for proper ranges
- ❑ Check cooling or heating operation setpoints and adjust as necessary
- ❑ Check motor amperage.
- ❑ Clean Evaporator coil NOT included, but will be recommended if necessary
- ❑ Replace belts one time per year supplied by Legacy

OPERATING (MINOR) INSPECTION

- ❑ Replace air filters provided by Legacy.
- ❑ Oil and grease fan motor and fan bearings.
- ❑ Conduct visual inspection for leaks, vibration and noise.
- ❑ Check condition of condensate pan and drain.
- ❑ Check general operation and condition.
- ❑ Check condition of belts.

WATER TREATMENT (MONTHLY)

- ❑ Maintain Chemical feed equipment needed to sustain chemical water treatment program.
- ❑ Application of regular water treatment products.
- ❑ Collect and analyze samples of the treated waters.
- ❑ Provide written reports of water sample results.
- ❑ Provide consultative services.

SCHEDULE "A" EQUIPMENT LIST
Gateway Center Arena

(**TO BE ATTACHED)**

Inclusions and Exclusions

The agreement includes:

Filters changed by Legacy and supplied by Legacy (quarterly)
Belts installed one time per year supplied by Legacy
Condenser Coil cleaning 1 time per year.

This agreement excludes:

Overtime
Refrigerant Coverage
All non-moving parts
Oil analysis

Legacy Mechanical Services, Inc. Maintenance Agreement Service rates for **HVAC** and **PLUMBING**:

Labor: $95.00 per hour
Overtime: $142.50 per hour
Discounts: 15% off of time and material repairs.
10% off of equipment replacements.
Refrigerant: Market Value

LEGACY CUSTOMER PORTAL

In addition the PM customer will have access to the Legacy Customer Portal. This portal allows the PM customer to view their account activity, proposals, work orders, invoices, etc. You will automatically be enrolled in the program and login information will be emailed to the person or persons you designate.

LEGACY SALVAGE PROGRAM

The Legacy Salvage Program was set up with PM Customers in mind.

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.

- Legacy will store your salvaged parts and equipment free of charge for your future use or to be sold by Legacy.
- Legacy has the sole discretion to sell your stored parts or equipment at any time.
- The customer can designate five parts or pieces of equipment that are not to be sold.
- Legacy will store the parts and equipment for a period of three years at which time the items will become the property of Legacy.
- When Legacy sells your parts and equipment, a 10% credit, of current retail costs of the item, will be issued to you via your Legacy account. The credits can be used by you for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- We will install the parts or equipment, when needed by the customer, for labor costs as well as additional costs. Additional costs are parts and material required to install your salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- You, the customer, will be able to see your salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into our salvage inventory system, which is accessible through the Legacy Customer Portal.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000
Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $100,000 each Accident, Disease $100,000 each employee, $500,000 Disease policy limit.	**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of $1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.
Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $500,000 combined single limit.	**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of $1,000,000 combined single limit.
Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.	**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO $50,000	CONTRACTS FOR MORE THAN $50,000

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence
$1,000,000	Personal and Advertising
$50,000	Fire Damage*
$5,000	Medical Payments*
$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Professional Liabililty -

Professional liability insurance coverage, including coverage for job observation during the period of performance of this contract and for a period of at least twelve months after final acceptance of the project in an amount of $1,000,000.00 per each claim made with a $50,000.00 maximum deductible.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Cyber Liability - a minimum of $5,000,000 limit. Additional coverage of data breach and/or sensitivity and volume of data, security, etc.

END OF SECTION

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8324

DATE: September 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Power Sales Contract With ATL Data Centers LLC

PURPOSE: To enter into a new contract for the expansion of ATL Data Centers LLC.

REASON: ATL Data Centers is planning on expanding its operations and requiring a large amount of electrical power.

RECOMMENDATION: Approve the proposed power sales contract.

BACKGROUND: ATL Data Centers is a data mining company that has been in place for several years, starting as Virtual Citadel, and began purchasing large amounts of electric power around August 2018. The electrical capacity in place is at 15 MW and the Center needs another 30 MW. Fortunately, the timing is perfect since two power sales contracts with other Cities completely expire in June 2021, providing another 15 MW of excess power.

Rather than MEAG Power selling the excess to other Cities, College Park Power will be selling to the Data Center. This will increase MEAG's billing amount to us but our revenue will more than offset the difference.

Key Points:
1. MEAG Power will install equipment at no up-front cost for 2 new circuits out of the W. Fayetteville Substation and another 33.6 MVA transformer bank.. Monthly circuit costs and additional transmission costs will come later.
2. College Park Power will extend 4 new circuits to the customer, approximately 6900' from the substation. (2 from existing circuits and 2 new circuits.) Construction will take 9 months.
4. Sixteen new 2500 KVA transformers will be installed on the customer's property. There are 6 already in place.
5. No construction will begin until the customer pays for the cost up front.
6. College Park Power's contract with 2 other Cities will completely end in June 2021, providing another 15 MW of excess power.

7. Once ATL Data Centers is at full operation, CPP will not have any excess power.
8. This customer is located in Georgia Power's territory, but has selected College Park Power as their provider.
9. This power load is extremely large and continuous. The entire City's peak power demand is 62 MW with an average of around 35 MW. This customer may grow up to 45.
10. The Energy Authority (TEA) is projecting the average market rate to be less than our contract price with ATL Data Centers during the 3-year fixed rate of this contract. This will allow for additional MEAG expenses and some margin.
11. College Park Power will begin the RFP process immediately for the transformers and material.

YEARS OF SERVICE: N/A

COST TO CITY: None. Cost to provide electrical service will be paid by the Data Center.

BUDGETED ITEM: No - budget revision will be required: 510-4600-34-1900 Miscellaneous Income of $2,830,560.00 and expense of the same amount under account 510-3600-54-7700 Capital Improvement.

REVENUE TO CITY: Currently at $185,000 per month and growing to a potential of $1,250,000 per month by 2025.

CITY COUNCIL HEARING DATE: Sept. 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department, Finance Department, Customer Service Department

ATTACHMENTS:

- ATL Data Centers Sales Analysis Scenarios (PDF)
- ATL Data Centers Power Sales Agreement - August 2020 (PDF)

Review:

- Hugh Richardson Completed 09/11/2020 8:24 AM
- Rosyline Robinson Completed 09/11/2020 1:55 PM
- City Attorney's Office Completed 09/14/2020 1:29 PM
- Althea Philord-Bradley Completed 09/16/2020 11:53 AM
- Terrence R. Moore Completed 09/17/2020 11:53 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

ATL Data Centers
Expansion Analysis - Examples Showing Ramped up Growth

A	B	C	D	E	F	G	H	I
Year	KW	KWH	Revenue	Additional MEAG Cost	Net DATA Center Revenue	TEA Projected Market Rate	Loss of Excess Power Sales Rev. and Additional Purchases	Data Center Revenue Minus Excess Sales
2021	20000	175,200,000	$4,993,200	$162,500	$4,830,700	2.471	$4,329,192	$501,508
2022	30000	262,800,000	$7,489,800	$498,500	$6,991,300	2.375	$6,241,500	$749,800
2023	40000	350,400,000	$9,986,400	$738,500	$9,247,900	2.332	$8,171,328	$1,076,572
2024	45000	394,200,000	$14,979,600	$978,500	$14,001,100	2.404	$9,476,568	$4,524,532

For Finance Department Information in advance:
MEAG's annual billing will increase by the sum of column E and column H.
For example in 2023 = $738,500 + $8,171,328 = $8,909,828
However, additional MEAG amount will be offset by additional revenue of $9,986,400, net $1,076,572.

STATE OF GEORGIA

FULTON COUNTY

POWER SALES AGREEMENT

This Power Sales Agreement ("Agreement") is entered into between the **CITY OF COLLEGE PARK, GEORGIA,** a Municipal Corporation (hereinafter referred to as **"CITY")** and **ATL DATA CENTERS LLC** (hereinafter referred to as **"CUSTOMER")** (hereinafter referred to collectively as "Parties") to achieve a mutually desired sale and payment for the electric energy requirements to 2380 Godby Road, College Park 30349 (hereinafter referred to as "Facility"). The terms of the sale and payment are set forth in the following Eight Sections of this Agreement.

SECTION I - TERM OF SALE AND DELIVERY, TERMINATION, BREACH BY CUSTOMER

1. **Term**. Except as may otherwise be mutually agreed upon in writing by both parties, this Agreement is to be effective upon signature by all parties. This agreement will remain in effect for a term of 5 years, 4 months (hereinafter referred to as "Term" or "Initial Term"). The Agreement will commence on September 1, 2020 ("Commencement Date") and shall terminate on Dec. 31, 2025 ("Termination Date"). This Agreement supersedes all previous agreements between the CITY and the CUSTOMER. This Agreement may be terminated after the initial term has passed by either party giving notice of cancellation to the other party at least thirty (30) days before said party desires that the agreement terminate.

2. **Termination.** This Agreement may not be terminated at any time before the scheduled Termination Date except through written notice by either Party, such notice being delivered no later than thirty (30) days before the non-scheduled termination occurs. Should the **CUSTOMER** terminate the Agreement before the scheduled Termination Date, **CUSTOMER** shall reimburse **CITY** for all transmission costs in relation to the power purchase requirements in Section IV, below, including such costs that will be billed to the **CITY** for the remaining calendar year, in which the Agreement is terminated, as well as the calendar year following the year in which the Agreement is terminated.

3. **Breach By Customer**. In the event of a breach of this Agreement by **CUSTOMER**, **CUSTOMER** shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SECTION II - CUSTOMER CHOICE

It is agreed between the Parties that this service is being provided to and utilized by one consumer and having single-metered service and a connected load which, at the time of initial full operation of the premises, is 900 kilowatts or greater. It is understood and agreed that the electrical energy to be delivered hereunder by the **CITY** to the **CUSTOMER** is for use only by the **CUSTOMER** at this facility.

SECTION III - DEFINITION OF POWER PURCHASED

1. The quantity of electric billing demand (Demand Capacity) to be provided by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during the highest thirty (30) minute period for any single hour during any month occurring during term of this Agreement. The demand will be expressed in kilowatts (KW) for any such period and will be measured by a standard electric utility meter.

2. The quantity of electric energy to be delivered by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during each billing period. A billing period is the interval between successive regular meter reading dates, which may be 30 days, more or less. The electric energy used by **CUSTOMER** will be expressed in kilowatt-hours (KWH) for each billing period and will be measured by a standard electric utility meter.

3. "Premises" means any building, structure or facility to which electricity is being or is to be furnished.

SECTION IV - SALE OF POWER PURCHASED

1. The quantity of combined Demand Capacity by the **CUSTOMER** under this Agreement is mutually agreed to be a monthly MW is to be provided by the **CITY** without regard to the time of day required by the **CUSTOMER.** The Demand Capacity will not be interruptible. **CUSTOMER** agrees to purchase power at a load requirement of no greater than forty five (45) MW at any interval of time during the term of this contract.

2. The Demand Capacity and electric energy will only be delivered to the **CUSTOMER** Premises at its designated delivery point. The **CITY'S** delivery responsibility ends at the designated delivery point.

SECTION V - PAYMENTS

1. The **CUSTOMER** agrees that it is responsible for paying the **CITY** for its power consumption, based on the following rates and costs of energy:

2. For the first three (3) calendar years of the Agreement Term, more specifically years 2021-2023, CUSTOMER agrees to be billed at the energy-only market rate of **2.85 cents per KWH** for all power delivered on-site to the Facility until Dec. 31, 2023.

   For the remaining of the Agreement Term, more specifically years 2024-2025, CUSTOMER shall be billed at the INCREMENTAL PRICING RATE for all power delivered on-site to the Facility; as outlined in rate tariff contained in Exhibit "A", hereto attached, and also described as follows:

   i. **Base Charge**: There shall be a base charge fee of no less than $5,000.00 per month for all power delivered on-site to the Facility.
   ii. **Demand Charge**: There shall be a demand charge of $7.00 per KW for all Demand Capacity power delivered on-site to the Facility.
   iii. **Energy Charge**: All energy charges shall be one day ahead of the current, applicable hourly pricing for all power delivered on-site to the Facility.
   iv. **Power Cost Adjustment-** The Power Cost Adjustment shall remain at ZERO dollars per KWH ($0.00/KWH) for the Term of this Agreement.

3. Either party may request a review of the current rates charged at the end of year four (4). Said request must be made in writing and served upon the opposite party within forty-five (45) days of the end of year four (4).

4. The **CITY** will render a monthly bill for the service delivered under this Agreement that represents the charges for each month and the **CUSTOMER** hereby agrees to pay for such service within fifteen (15) days of receipt of each monthly bill. All bills are due and payable upon receipt. If said bill is not paid by 7:00 AM on the 22nd day following billing, a ten percent (10%) late fee will be added. In the event the 22nd day falls on a weekend or holiday, said penalty will be added if the bill is not paid by 7:00 AM on the next business day following the weekend or holiday. In the event the bill is not paid by 7:00 AM on the 27th day following billing, the **CITY** shall be within its right to terminate power to the premises. For those bills not paid by **CUSTOMER,** interest shall accrue at a rate of one and one-half percent (1 ½ %) per month.

SECTION VI-INFRASTRUCTURE

5. If additional infrastructure facilities are necessary for the **CITY** to provide electrical services to the Facility as required for any expansion, **CUSTOMER** agrees that it will be subject to capital investment charges as described in this Section.

CUSTOMER agrees that it will pay for all capital investment charges associated with the required infrastructure necessary to provide electrical service to the

Facility for additional power requirement(s), **CUSTOMER** agrees to be billed for said capital investment charges and/or infrastructure costs and will submit payment for said charges and costs prior to construction of any and all necessary infrastructure projects related to this Agreement and/or services to be provided to **CUSTOMER** described herein. Any such infrastructure facilities providing electrical service shall be owned, operated, and maintained by the **CITY**. These facilities shall be constructed by the **CITY** or through **CITY** contractor(s). **CUSTOMER** shall not acquire any ownership or interest in these facilities by virtue of payment of capital investment charges for the same to **CITY**.

6. **CUSTOMER** shall submit all capital investment charges for infrastructure facility construction, i.e. the contribution in aid of construction, to the **CITY** prior to construction and installation of facilities commencing.

7. **CUSTOMER** shall also be responsible for installing underground secondary conductors and facilities from any and all transformers to **CUSTOMER**'s service entrance. Upon installation of the underground conductors and facilities, **CUSTOMER** will provide written notice of same to **CITY**.

SECTION VII- SERVICES TO BE PROVIDED

The service obligations of the **CITY** under this Agreement are as follows:

1. The **CITY** will provide such additional Demand Capacity and energy as **CUSTOMER** may determine is necessary as agreed upon by the **CITY.** Should the **CUSTOMER** recognize a need for additional capacity to the premises, the **CUSTOMER** shall notify the **CITY** in writing.

2. The **CITY** will provide **CUSTOMER** a statement of the billing demand (KW), energy usage (KWH) and meter readings for each billing period.

3. The **CITY** will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, but does not guarantee uninterrupted service nor shall the **CITY** be liable for complete or partial failure or interruption of service, or for fluctuations in voltage or for phase failure, resulting from causes beyond its control. The **CITY** shall not be liable for any occurrence, act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, mechanical failure of equipment and/or facilities, repairs or adjustments to the distribution system, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control. It shall be the responsibility of **CUSTOMER** to provide and install, in compliance with the *National Electrical Code®,* any devices to prevent equipment and wiring damage due to excessive current, low voltage, loss of phase, or other similar incidents.

4. Service includes all power and energy required by the **CUSTOMER** and, in addition, the readiness and ability, except as otherwise stated in this Agreement, on the part of the **CITY** to furnish power and energy to **CUSTOMER**.

5. The **CITY** shall fully perform its service obligation to **CUSTOMER** by making available to **CUSTOMER**, at the agreed upon point of delivery and connection points, the standard agreed voltage and frequency, irrespective of whether **CUSTOMER** makes any use thereof. It is agreed that the **CITY**'s responsibility ends at the designated delivery point.

6. Every part of the system used in delivering energy to the premises, which includes, but is not limited to all lines, electric meters, instrument related transformers, and related metering facilities will be owned, maintained and read by the **CITY**.

SECTION VIII - MISCELLANEOUS PROVISIONS

1. **Meter Service**. The parties hereto agree that when electric service used is measured by a meter, the **CITY'S** accounts thereof shall constitute prima facie evidence of the quantity of electricity consumed by **CUSTOMER** unless it is established by clear and convincing evidence that the meter is not accurate within the limits specified by the **CITY'S** Rules and Regulations.

2. **Meter Ownership**. All meters and other electrical equipment furnished by the **CITY** shall remain the property of the **CITY**, and the **CUSTOMER** shall use reasonable diligence to protect such property.

3. **Meter Failure**. In the event the meters fail to register the consumption of electric energy properly during any period, the consumption of such energy, and the maximum demand, will be estimated by the **CITY** from readings for a like billing period or periods.

4. **Entirety of Agreement and Modification**. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter; all prior negotiations and agreements between the parties hereto are superseded by this Agreement and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, and this Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties also agree that the appropriate venue for any disputes arising out of this Agreement lies in Fulton County

and the parties further agree to submit themselves to the personal jurisdiction of Fulton County Superior Court.

6. **Assignment**. Neither party may assign this Agreement without prior written consent of the other party.

7. **Binding Upon Successors**. This Agreement shall inure to the benefit of and be binding upon the lawful successors, purchasers, and permitted assigns of the parties hereto. Should CUSTOMER become financially insolvent and declare Bankruptcy, then this agreement shall be terminated, and CUSTOMER shall be liable for all unpaid fees and costs CITY is entitled to as detailed herein. CUSTOMER agrees that to the extend provided by law, that CITY shall take priority over all other creditors, and all amounts owed to the City shall be paid prior to any debts being paid to other creditors in or outside of any bankruptcy proceedings.

8. **Survival of Legal Provisions**. If any provision of this Agreement, or if the application of such provision to any particular person or circumstance, is illegal or invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or else stricken from this Agreement. The remainder of this Agreement, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforced to the fullest extent permitted by law.

9. **Designated Representatives and Notices**.

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative(s)" for dispute resolution purposes) for the administration of this Agreement:

CUSTOMER: Bernardo Schucman
ATL Data Centers LLC
2380 Godby Road
College Park, Georgia 30349

CITY: Director of Power
City of College Park Power
1886 Harvard Avenue
College Park, Georgia 30337

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above

shall be the addresses used for notice purposes unless written notice of a change of address is given.

10. **Headings.** The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

11. **Surety Bond**. CUSTOMER shall provide a surety bond equal to 2 months of maximum energy usage. For this contract the bond should be $2,500,000.00 with the City of College Park as the obligee.

(SIGNATURES LOCATED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands and seals hereto on the _____day of September, 2020.

ATL DATA CENTERS LLC

_____
Name:
Title:

ATTEST:

(Seal)

_____
Name:
Title:

CITY OF COLLEGE PARK

_____
Bianca Motley Broom, Mayor

ATTEST:

(Seal)

_____
Shavala Moore, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

Incremental Pricing Rate

PAGE	EFFECTIVE DATE	REVISION
1 of 2	Bills Rendered for the Month of January, 2018	20171116

AVAILABILITY:

Available in all areas served by the City of College Park and subject to the City's service rules and regulations.

APPLICABILITY:

For new commercial/industrial customers receiving power at one standard voltage, delivered at one point. The **minimum metered demand that qualifies for this tariff shall be at least 5,000 kW**. Should the Customer's average metered demand drop below 5,000 kW, Customer may be moved to the appropriate rate tariff at the discretion of the City unless specified otherwise under contract.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY CHARGES:

The monthly bill is calculated using the following formula:

$$Bill_{Mo.} = (Base\ Charge + Demand\ Charge + Energy\ Charges) + Tax(es)$$

Base charge $5000

Demand Charge
All kW of Billing Demand ..... $7.00 per kW

Energy Charges
The monthly energy charges shall be the sum of all applicable hourly energy charges occurring during the billing period. The applicable hourly energy charges shall be the product of the customer's usage measured in kWh in each hour of the billing period and the applicable hourly market energy rate in $/kWh for the corresponding hour, as transacted through The Energy Authority by MEAG Power.

$$Energy\ Charges = \sum Price_{Hr.} \times Load_{Hr.}$$

State and Local Sales Taxes ..... apply to Base, Demand and Energy Charges

Minimum Bill
The monthly minimum bill shall be the total of Base Charge, Demand Charge and Taxes.

DETERMINATION OF BILLING DEMAND:

The Billing Demand in kW shall be the highest 30-minute kW measurement during the current month and the preceding eleven (11) months.

POWER COST ADJUSTMENT:

Does not apply.

FRANCHISE FEE:

A franchise fee of $.005 per KWH shall be included in the energy portion of the rate.

Incremental Pricing Rate (Continued)

PAGE	EFFECTIVE DATE	REVISION
2 of 2	Bills Rendered for the Month of January, 2018	20171116

TRANSPARENCY

City will make the transacted hourly market price available to the Customer in the detail monthly bill. MEAG may require Customer to sign a Non-Disclosure Agreement before sharing the transacted hourly market price information.

TERM OF CONTRACT:

The duration of contract will be determined by the City on a case by case basis, but shall not exceed the limit set by Georgia state law.

FACILITIES CHARGE:

The facilities charge may be assessed each month as a fixed amount. The charge will be based on the City's net investment in specific facilities which are provided to serve the customer's load times a monthly amortization percentage to be specified in the contract between the customer and the City.

LATE PAYMENTS:

If payment is not received by the due date printed on the bill, services are subject to late charges, service disconnect and reconnect fees and interruption of services.

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8328

DATE: September 11, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Motorola Solutions Service Agreement

PURPOSE: Consider approval of the Service Agreement between College Park Police Department and Motorola Solutions.

REASON: College Park Police Department entered into a Service Agreement with Motorola Solutions.

RECOMMENDATION: Recommend approval of the Service Agreement.

BACKGROUND: This is a yearly agreement for the monitoring and maintenance of the public safety radio system. The 911 consoles are monitored remotely for disruptive issues and are generally repaired remotely, if issues cannot be repaired via network connection, technicians are dispatched to the 911 Center. These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

COST TO CITY: $57,081.98

BUDGETED ITEM: Yes, 100 3200 52 6170

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: September 21, 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: College Park Police Department

ATTACHMENTS:

- CollegePark_SA_6705_2020 (PDF)

Review:

- Ferman Williford Completed 09/11/2020 9:45 AM
- Rosyline Robinson Completed 09/11/2020 12:38 PM
- Information Technology Pending
- Purchasing Completed 09/14/2020 1:43 PM
- City Attorney's Office Pending
- Terrence R. Moore Completed 09/17/2020 3:43 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

Date: 03/03/2020

Company Name:	COLLEGE PARK, CITY OF
Attn:	
Billing Address:	1886 W HARVARD AVE
City, State, Zip:	COLLEGE PARK , GA, 30337
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	1011379212
Bill to Tag # :	
Contract Start Date :	01-Jul-2020
Contract End Date :	30-Jun-2021
Anniversary Day :	Jun 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$8,792.20
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$0.00
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$20,842.17
	LSV00Q00575A	LOCAL DEVICE REPAIR- CUSTOM SLA	$27,447.61

Subtotal - Recurring Services	$4,756.83	$57,081.98
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$4,756.83	$57081.98

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : COLLEGE PARK, CITY OF
Contract Number : USC000006705
Contract Modifier : R02-MAR-20 21:00:29
Contract Start Date : 01-Jul-2020
Contract End Date : 30-Jun-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services descr bed in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are respons ble for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214849
Contract Number: USC000006705
Contract Modifier: R02-MAR-20 21:00:29

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8323

DATE: September 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Southeast Lift Station Emergency Pump # 2 Repair

PURPOSE: To ratify the City Manager's approval for the emergency pump repair to pump # 2 at the Southeast Lift Station.

REASON: Pump # 2 has experienced bearing and bearing housing failure and shaft damage.

RECOMMENDATION: Mayor and City Council ratify the City Manager's approval for the emergency repair of pump # 2 at the Southeast Lift Station in the amount of $19,980.00. All work will be performed by Goforth Williamson, Inc.

BACKGROUND: There are four pumps at the Southeast Lift Station that are used to pump raw sewage from the City of College Park to the City of Atlanta for treatment 24/7/365. There are two additional pumps that will be evaluated in the upcoming weeks.

YEARS OF SERVICE: N/A

COST TO CITY: $19,980.00

BUDGETED ITEM: Yes. Water and Sewer Account # 505-4400-42-5800-R&M Sewers

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Water and Sewer Staff

ATTACHMENTS:

- 136327 Failure Report (PDF)

Review:

- Mike Mason Completed 09/14/2020 11:47 AM
- Purchasing Completed 09/14/2020 11:58 AM
- Rosyline Robinson Completed 09/14/2020 1:27 PM
- Finance Completed 09/16/2020 11:54 AM
- Terrence R. Moore Completed 09/17/2020 11:53 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

Goforth Williamson, inc.

373 O'Dell Road
Griffin, GA 30224

Phone: 770-467-0303
Fax: 770-467-0301
E-mail: MichaelH@goforthwilliamson.com

College Park

Subject: GWI # 136327 ALLIS CHALMERS ES

1. Inspection Results:

1.1 Catastrophic bearing failure on lower bearing
1.2 Shaft damage from bearing failure
1.3 Bearing housing damage from bearing failure

2. Cause of Failure:

2.1 Lower bearing failed due to previous shop spray welding (metalizing) a bearing fit on the shaft. This coating broke free and allowed the bearing to spin. Creating heat
2.2 Also the bushing in the lower bearing housing was pulled out of its fit. Likely from heat and galling caused by the bearing spinning
2.3 Water also entered the bearing housing but could have been during bearing failure

3. Failure Prevention

3.1 Do not accept shaft bearing fits to be spray welded (metalized) unless it is by a process that is accepted as an industry standard repair.

See attached photos for further detail

Regards
Michael Horton
Engineering Manager

Goforth Williamson, inc.

373 O'Dell Road
Griffin, GA 30224

Phone: 770-467-0303
Fax: 770-467-0301
E-mail: MichaelH@goforthwilliamson.com

College Park

Subject: GWI # 136327 ALLIS CHALMERS ES

-Image 1– As Received

- Image 2– Failed Bearing

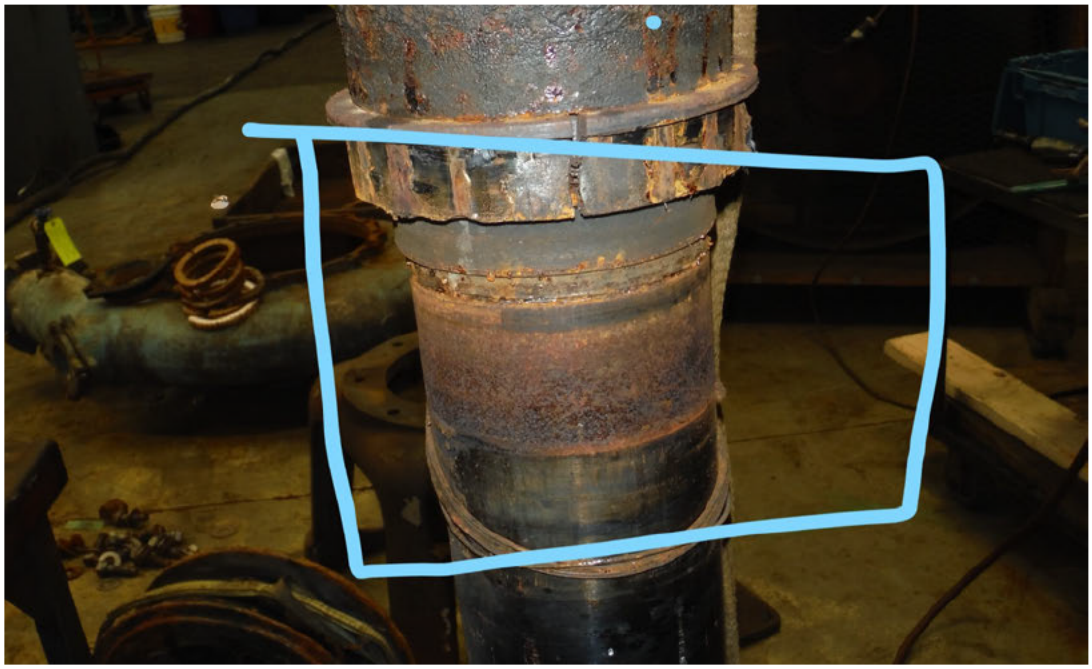
Goforth Williamson, inc.

373 O'Dell Road
Griffin, GA 30224

Phone: 770-467-0303
Fax: 770-467-0301
E-mail: MichaelH@goforthwilliamson.com

College Park

Subject: GWI # 136327 ALLIS CHALMERS ES



-Image 3– Shaft Damage

- Image 4– Shaft Damage—Coating Pulled off

Goforth Williamson, inc.

373 O'Dell Road
Griffin, GA 30224

Phone: 770-467-0303
Fax: 770-467-0301
E-mail: MichaelH@goforthwilliamson.com

College Park

Subject: GWI # 136327 ALLIS CHALMERS ES

-Image 5—Housing bushing damaged and pulled out of fit

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8330

DATE: September 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: LMIG Street Resurfacing Oxford Walk Subdivision

PURPOSE: To install the final asphalt top coat in the Oxford Walk Subdivision under the Georgia Department of Transportation (GDOT) 2020 Local Maintenance & Improvement Grant Program (LMIG).

REASON: The City made a commitment to the residents residing in Oxford Walk Subdivision to apply the final asphalt top coat once the current builder has completed 100% build out.

RECOMMENDATION: Mayor and City Council approve East Coast Grading, Inc., in the amount of $25,783.32 to install the final top coat of asphalt on all streets in the Oxford Walk Subdivision using grant funds received from GDOT's LMIG program.

The Department of Public Works applied for and received a total amount of $178,808.36 to be used towards resurfacing streets throughout the City. The City must provide a matching fund of 10%, or more of the received amount in order to meet the requirement of the grant program. I anticipate requesting the matching amount before the remaining grant funds of $153,025.04 are used.

BACKGROUND: See attachments

YEARS OF SERVICE: N/A

COST TO CITY: None at this time

BUDGETED ITEM: No

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: September 21, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: No

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: No

STAFF: Highways and Street Division

ATTACHMENTS:

- July 20, 2015 Council Minutes (PDF)
- Overhead Map View of Oxford Walk Subdivision (JPG)
- Agenda Item 10B-Links Update_03-06-2017 (PDF)
- Agenda Memo ID #2020-8330 - RFP - STREET RESURFACING @ OXFORD WALK SUBDIVISION - 082520 (PDF)
- RFP - STREET RESURFACING @ OXFORD WALK SUBDIVISION - Specs (PDF)

Review:

- Mike Mason Completed 09/14/2020 11:12 AM
- Purchasing Completed 09/14/2020 11:58 AM
- Rosyline Robinson Completed 09/14/2020 12:05 PM
- Finance Completed 09/16/2020 6:21 PM
- Terrence R. Moore Completed 09/17/2020 11:55 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
JULY 20, 2015

MINUTES

Present: Mayor Jack P. Longino; Councilmen Ambrose Clay, Joe Carn, Tracey Wyatt, and Roderick Gay; City Manager Terrence Moore; City Clerk Melissa Brooks; City Attorney Steve Fincher.

Absent: None.

1. Opening Ceremonies.

   A. Pledge of allegiance to the flag.

   B. Invocation by Pastor Marjorie Dent.

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

ACTION: Councilman Clay moved to approve removal of item 7F (re: Consideration of sale of West Fayetteville, Edison and Lakemont low-side substations to MEAG) from 7/20/15 Regular Session agenda; add Item 9A (re: Consideration of The Firm for Justice and Liberty Public Defender contract renewal); transferring Item 11A (Oxford Walk Phase II Subdivision agreement) to Item 7K, seconded by Councilman Carn and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

   A. Regular Session held June 15, 2015.

ACTION: Councilman Clay moved to approve Regular Session Minutes held June 15, 2015, with corrections, seconded by Councilman Carn and motion carried as follows: (All Voted Yes).

Packet page 15, line 323 – change "Collaborative Partners" to "Collaborative Firm, LLC"
Packet page 18, line 459 – to read, "…which offers more comprehensive coverage than the non-admitted carrier…"

   B. Workshop Session held June 15, 2015.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated, June 15, 2015, as presented, seconded by Councilman Carn and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Introduction of Interim Superintendent of Fulton County Schools, Mr. Kenneth Zeff, by Fulton County Board of Education Board Member Ms. Catherine E. Maddox (District 6).

Ms. Catherine Maddox, Board of Education Board Member, came forward and introduced Mr. Kenneth Zeff, the new Interim Superintendent of the Fulton County Schools.

Mr. Zeff came forward and talked briefly about his background, and thanked Ms. Maddox for her leadership and commitment. I am happy to be a part of the community, and I look forward to working with this Body to ultimately serve; not just the kids, but the broader College Park.

Councilman Clay said welcome aboard Mr. Zeff.

Mayor Longino said welcome. Are you doing a national search, Ms. Maddox?

Ms. Maddox said yes.

Ms. Maddox presented a certificate to Mayor & Council for supporting McClarin Success Academy, and all of our Fulton County Schools.

B. Presentation of a Proclamation in memory and honor of the life and legacy of faithful and long-time Ward 4 resident Mr. Saul Flournoy.

Councilman Gay presented the Proclamation to the family of Mr. Saul Flournoy.

C. Consideration of a Proclamation designating August 4, 2015 as "National Night Out" in the City of College Park and authorizing National Night Out festivities in front of City Hall.

Mayor Longino presented the Proclamation.

City Manager Terrence Moore said he would like to add Consideration of and action on a Chief of Police Service Agreement between the City of College Park and Mr. Keith Meadows under City Manager's Report, Item 13.

ACTION: Councilman Clay moved to add under Item 13; a Chief of Police Service Agreement between the City of College Park and Mr. Keith Meadows, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

5. Remarks Of Citizens.

a. John Duke, 1638 Hardin Avenue, College Park, Ga., came forward and asked, does anyone know when the sidewalks on Virginia Avenue are going to come in?

Councilman Wyatt said yes, sir, in about 2 weeks. In the first letter we asked for input; no response. The second letter went out telling them that we were going to be starting in 2 weeks.

Mr. Duke said thank you. The next thing I have is I was at the last BZA meeting. I thought the board did a great job of being unbiased and making the right decisions. But the only influence from City Staff should be from the City Planner. The City Planner should be the only influence on the board besides the community. The other thing on that board, just so it maintains its integrity, is the appeal process. I tried to figure that out. I think the appeals process should go to the Fulton County Court. I think it would be a conflict of interest for this Body to appoint a judicial board and then their decisions get appealed back to you. I just think that is how it should go. They did a good job.

b. Mrs. Marjorie Dent, 4021 Arlene Road, College Park, Ga., came forward and thanked all the people who helped in her attempted break-in. Thank you.

c. Dionne Christopher, Old National Merchants Association, came forward to commit to the look of Old National. The perception is critical, or the way that things look in Old National. We will clean up the median in front of the Gateway Hotel because it looks like a jungle. The areas off of the ramps are bad. So tonight I am calling on behalf of the businesses and the residents of the area asking for your support and any resources that we can get to increase the quality of life for people and where they can thrive in their businesses. Thank you for your time.

Councilman Wyatt said some areas are in GDOT right-of-ways.

Mayor Longino said but we can tidy them up. I don't know whether the CID voted for this area or not.

Ms. Christopher said some of the businesses on Sullivan Road are included in the CID.

Director of Economic Development Artie Jones came forward and said they expanded to this area here (indicating) for this year, not where she is talking about.

Mayor Longino said but in the meantime, let's get down there and do some clean up.

City Manager Terrence Moore said yes, sir, absolutely.

Councilman Gay thanked Ms. Christopher for her passion for Old National. You have my full support on this Board up here to try to make a difference on Old National.

Ms. Christopher said thank you, Councilman Gay.

d. Ms. Rosalyn Willis, Business Owner in College Park, came forward and said I am here about our Motherless Daughters Gala that will be held at the GICC on July 31, 2015. I wanted to come tonight to invite everyone to the 3rd Annual Gala that we will be having, and to ask permission with the signage that I have asked for every year for the last 2 years.

Mayor Longino asked, how long are you going to have the signs out?

Ms. Willis said I will have the signs out from Sunday to Sunday, the 26th through the 31st. I want to make sure that everyone is aware of the attire.

Mayor Longino said send a report to City Manager, and he can send it out to all of us.

City Manager Terrence Moore said Ms. Willis is requesting a small token of $400.00 to assist with the Gala.

Mayor Longino asked, have we given it before?

Councilman Clay said yes, out of our discretionary fund.

Ms. Willis said we talked about it, but this is the first year for sponsorship.

Councilman Carn said make sure the date gets on our calendar.

ACTION: Councilman Clay moved to approve a Motherless Daughters Gala to be held at the Convention Center on July 31, 2015 with a contribution from the City of College Park of $400.00, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

e. Mr. Earl Dunson, Manager for Free Flight Parking, came forward and said I am here to get clarity from Code Enforcement on electric signs. We are trying to make preparations to upgrade the sign and repair it. My understanding is that we need a permit to do that. The sign is not allowed now. The sign has been up for 7 years, but the message board was out for a while. We need clarity on whether we can have the sign or not.

Mayor Longino said you have to work through Oscar's department as to what is allowed, and then if there are some issues we have to talk about it.

Mr. Dunson said that is all I have.

Councilman Wyatt said maybe the Old National Merchants Association needs to come to budget time and be specific for their request. I suggest they make their requests known.

6. Public Hearings.

A. Consideration of and action on a request to set a public hearing for the annexation and initial zoning of two parcels located on Delano Road, and one parcel located on Welcome All Road.

City Planner Jahnee Prince came forward and said they are recommending our new AG-1 Zoning. There is no objection from Fulton County on this annexation.

ACTION: Councilman Clay moved to approve a request to set a public hearing for August 17, 2015 for the annexation and initial zoning of two parcels located on Delano Road, and one parcel located on Welcome All Road, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

(Councilman Wyatt briefly stepped out of council chambers)

B. Public Hearing to consider adoption of a redevelopment plan for Tax Allocation District #1 to include the boundaries of College Park's Tax Allocation District #1. This is the second of two public hearings. The first public hearing was held during the July 20, 2015 Workshop Session.

Mayor Longino said this is the second of 2 public hearings.

Director of Economic Development Artie Jones came forward to explain the adoption of a redevelopment plan for Tax Allocation District #1. The plan has been available on-line for 4 weeks. To date, we have not had any feedback whatsoever about the redevelopment plan.

Councilman Clay asked, are there any changes to what we approved tonight from what you had out on the web that has been published?

Director of Economic Development Artie Jones said there are no changes.

Councilman Clay said on packet page 43, the bottom paragraph, it says (reading), what are the higher value commercial parcels and the parcels that are being excluded?

Director of Economic Development Artie Jones said the apartments that are right off Camp Creek behind Wally Park.
Councilman Clay asked, what about the high-valued parcels?

Director of Economic Development Artie Jones said those high-valued properties that have been excluded are the ones that have been located within the GICC Special District.

Councilman Clay said that's all I had.

Mayor Longino declared the public hearing open.

Mayor Longino asked if there was anyone from the public that would like to speak for or against the adoption of a redevelopment plan for the Tax Allocation District #1.

There were no comments made from the public.

Mayor Longino declared the public hearing closed.

ACTION: Councilman Clay moved to approve a Resolution in support of the adoption of a redevelopment plan for Tax Allocation District #1 to include the boundaries of College Park's Tax Allocation District #1, seconded by Councilman Carn and motion carried. (All Voted Yes).

C. Public Hearing to consider codification of Downtown Design Standards by reference. See memorandum dated July 17, 2015 from City Planner Lauren Blaszyk. Also, see attached background information.

City Planner Jahnee Prince came forward to explain the codification of the Downtown Design Standards. Planning Commission recommended approval with 3 small changes; 1, clarification of drive-thru windows; 2, a design review board; and 3, clarification on a section about outdoor dining. We are recommending approval of the Downtown Design Standards.

Mayor Longino declared the public hearing open.

Mayor Longino asked if there was anyone from the public that would like to speak for or against the codification of the Downtown Design Standards.

There were no comments made from the public.

Mayor Longino declared the public hearing closed.

ACTION: Councilman Clay moved to approve codification of Downtown Design Standards by reference, seconded by Councilman Carn and motion carried. (All Voted Yes).

(Councilman Wyatt returned to council chambers)

7. Bids, Change Order Requests And Contracts.

A. Consideration of and action on the renewal of a Professional Services Agreement between the City of College Park and The Ferguson Group, LLC for federal lobbying services.

Jenifer Imo came forward and discussed the possible benefits of the City using a commuter adjusted population as another population measure, in order to get accurate crime statistics for communities who have such a large commuter population.

Jenifer Imo discussed hosting the Washington/Jackson Bridge in May. TIGER Grants are extremely competitive. Grant recipients need to have a 50 percent match. Jackson, Emily, and I coordinated on the pros and cons of going directly to ARC or doing the TIGER Grants. Unfortunately, we were unsuccessful with the EPA Grubville Grants.

Councilman Carn asked, how long will it be before these federal funds come down in transportation?

Jenifer Imo said that is a very good question. There is a lot going on in the next 2 weeks. There are a number of measures floating on the Hill.

Councilman Wyatt said $72,000.00 is a lot of money for no return.

ACTION: Councilman Clay moved to approve the renewal of a Professional Services Agreement between the City of College Park and The Ferguson Group, LLC for federal lobbying services, seconded by Councilman Carn and motion carried. (All Voted Yes).

B. Consideration of and action on the renewal of a Federal Representation Services Agreement between the City of College Park and Lockridge Grindal Nauen, L.L.P. for federal lobbying services.

Ms. Emily Tranter with Lockridge Grindal Nauen, L.L.P. came forward.

Councilman Wyatt said I thought they were to bring back what they accomplished during the year.

City Manager Terrence Moore said we will make that happen.

Councilman Clay said there is a letter of transmittal from both of the firms that does list some accomplishments.

Councilman Wyatt directed staff to provide 1 page of the same list that we gave them.

City Manager Terrence Moore said going forward we will be sure that it is all consistent with Lockridge and The Ferguson Group.

Councilman Wyatt said I would like it in the format of the list of priorities that we gave them.

City Manager Terrence Moore said we will make sure that that happens gong forward.

Ms. Tranter discussed federal funding for the match for transportation. We are working very hard on all of the actual project priorities.

Ms. Tranter discussed the FAA Reauthorization. It was supposed to be dropped in the House the week of July 4, 2015, considered, and passed the next week, but it was pulled at the last minute. However, late Friday night there was a Quiet Caucus which you will remember. It is something that the Noise Organization and leadership from College Park has advocated upon for 43 years. Gary and I are meeting with them tomorrow.

Councilman Clay said this is huge.

Ms. Tranter said there have been several developments at the FAA level or the NextGen Advisory Committee. We were asked to sit in on the next committee on PBN Strategy. Radio Technical Commission for Aeronautics (RTCA) is the consulting firm that runs these committees.

` Ms. Tranter said Noise will be embarking over the next several months on a strategy for a national ballot. The idea is to build on the collaboration of these communities to put the Noise forward. We would like to highlight what we are working on in a quarterly fashion to show you what is out there for you. Any questions?

Councilman Gay asked, can you briefly touch upon what your firm is doing with regard to the Old National Corridor, Godby Road, Sullivan Road, and Roosevelt Highway with regard to federal transportation projects?

Ms. Tranter said we would look for any grants or transportation dollars that would be appropriate for those projects.

Councilman Gay asked, have you identified any?

Ms. Tranter said the TIGER Fund is the main one. There is no grant opportunity that I have identified in the last 6 months that would be appropriate for applying.

ACTION: Councilman Clay moved to approve the renewal of a Federal Representation Services Agreement between the City of College Park and Lockridge Grindal Nauen, L.L.P. for federal lobbying services, seconded by Councilman Carn and motion carried. (All Voted Yes).

(Councilman Gay briefly stepped out of council chambers)

C. Consideration of and action on an agreement between the City of College Park and The Collaborative Firm to update the City of College Park Comprehensive Plan.

Councilman Clay inquired – if the current comprehensive plan is $32,000 – what was the cost back in 2011? It was determined that $32,000 is the cost for a 5 year update.

ACTION: Councilman Clay moved to approve an agreement between the City of College Park and The Collaborative Firm to update the City of College Park Comprehensive Plan, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

D. Consideration of and action on the renewal of an agreement between the City of College Park and the Georgia Municipal Association for the (GMA) Hotel/Motel Tax Recovery Program.

City Manager Terrence Moore explained.

Councilman Carn said we have gone from $600,000.00 to $800,000.00 each month. We have an increase of $200,000.00 per month.

Ms. Lou Comer with GMA said yes.

Councilman Carn asked, how much of it is tax recovery and increase in bookings?

Ms. Comer said we don't keep up with why people come to College Park and stay in hotel rooms. The economy has gotten better in general.

Councilman Clay asked, do you have any other matrix [in terms of percent] or something that you track?

Ms. Comer said today is the day that your hotel/motel tax is due. All but 3 of your hotels had already paid up by 3:00 o'clock. Constantly you get a high level of compliance of people paying on time. That was not the case before.

Councilman Carn asked, what kind of money were those bills overdue? Ballpark?

Ms. Comer said as of this afternoon around 1:00, we had collected $803,000.00.

Councilman Carn asked, when you give those delinquent notices, are they transmitted?

Ms. Comer said we have an on-line portal.

Councilman Carn asked, so you don't do mail?

Ms. Comer said no, sir.

ACTION: Councilman Clay moved to approve the renewal of an agreement between the City of College Park and the Georgia Municipal Association for the (GMA) Hotel/Motel Tax Recovery Program, seconded by Councilman Carn and motion carried. (All Voted Yes).

(Councilman Gay returned to council chambers)

E. Consideration of and action on a request for approval of an agreement between the City of College Park and the Georgia Department of Transportation for the installation and maintenance of roadway lighting along Riverdale Road.

Director of Engineering William Moore came forward to explain the request. City Attorney said we need to move forward with our eyes open.

Mayor Longino asked, who originally installed those lights?

Director of Engineering William Moore said it was a contractor for the City of Atlanta.

Mayor Longino asked, do we have cameras in that area at all?

City Manager Terrence Moore said we will address camera issues later on this evening, Sir.

ACTION: Councilman Wyatt moved to approve an agreement between the City of College Park and the Georgia Department of Transportation for the installation and maintenance of roadway lighting along Riverdale Road, seconded by Councilman Clay and motion carried. (All Voted Yes).

F. Consideration of and action on a request for approval of the sale of West Fayetteville, Edison and Lakemont low-side substations to the Municipal Electric Company in an amount of $50,950.00. Ward 4.

This item was removed from the agenda.

G. Consideration of and action on a request for approval to purchase two bus stop shelters on both sides of 2615 Roosevelt Highway from TOLAR Manufacturing Company in an amount of $50,950.00.

Project Manager Jackson Myers came forward to explain the request.

Councilman Clay said on packet page 228 under your recommendation or background, you mentioned crowds of school children, and you also mentioned MARTA. Is it a school bus stop, or MARTA, or both?

Project Manager Jackson Myers said they used the MARTA bus stop to pick up their children.

Councilman Clay said it sounds like there is a hazard in being close to the road. When you talk about the cost, did you include the cost of acquiring any easement?

Project Manager Jackson Myers said there is not one required.
Councilman Clay said so this goes on the state right-of-way, not on private property?

Project Manager Jackson Myers said that's right.

Councilman Carn said Camp Creek and Hampshire Plaza is one that didn't have to pay for the design.

Project Manager Jackson Myers said we did it through the grant funds.

Councilman Carn asked, is this saying we are going to power them or somebody else?

Project Manager Jackson Myers said somebody else is going to provide them power.

Councilman Clay asked, how do the northbound users at these bus stops compare to the ones on Camp Creek?

Project Manager Jackson Myers said very low. They showed only 5 to 8 people that got on a bus to go northbound.

Councilman Clay asked, what is it on Camp Creek?

Project Manager Jackson Myers said the ridership is 4 to 20 people.

Councilman Wyatt said I thought we asked for a comprehensive list throughout the city.

City Manager Terrence Moore said it is forthcoming.

Councilman Carn asked, are these coming from out of state?

Project Manager Jackson Myers said yes, California.

Councilman Carn asked, isn't this something that staff can do?

Project Manager Jackson Myers said no, because we don't have the suction cups to pick up the glass and the tools. And the company that does it, that is all they do.

ACTION: Councilman Gay moved to approve the purchase two bus stop shelters on both sides of 2615 Roosevelt Highway from TOLAR Manufacturing Company in an amount of $50,950.00, seconded by Councilman Carn and motion carried. (All Voted Yes).

H. Consideration of and action on bids received for an annual power line construction contractor.

Director of Power Hugh Richardson came forward. The second bidder is our recommendation. We are only agreeing to the hourly price. How we use them will be at our discretion.

Councilman Wyatt asked, how many people have you hired compared to what Council talked about in the budget meeting?

Director of Power Hugh Richardson said we hired 1 person. We may have to run it again for the linemen. They are in big demand right now. We will be okay on the helpers.

ACTION: Councilman Clay moved to approve a bid from Grid Utility, LLC for annual power line construction contractor, seconded by Councilman Carn and motion carried. (All Voted Yes).

H. Consideration of and action on a request for approval of a contract between the City of College Park and Acculynk based on direction offered during the June 1, 2015 Regular Session Meeting.

City Manager Terrence Moore explained the request.

Councilman Carn said there are no fees outside of the on-line services.

Councilman Clay said I read the contract, and there are some areas that just don't seem to be clear. On packet page 254, additional functionality, first bullet, I realize we have been through this before (reading). Is that what you believe is going to happen?

Director of Finance & Accounting Derrick Cannon said I don't know if we are going to use the API Interface or not. We are going to get some information from NorthStar on it.

City Manager Terrence Moore said the plan is to proceed in that regard. We have a meeting this coming Wednesday to go over those types of details.

Councilman Clay asked, how does Paymentus do it now? Do they do a midnight download through an API?

Director of Finance & Accounting Derrick Cannon said we have been receiving conflicting information on payments as to how it is done. That is why City Manager got involved.

Councilman Clay said we are putting in automated meter reading.

City Manager Terrence Moore said yes.

Councilman Clay asked, how do we solve the problem of the payment not getting downloaded on time and someone's power is cut off.

Director of Finance & Accounting Derrick Cannon said we should be able to validate that they did make that payment.

Councilman Clay said on packet page 256, Exhibit B at the very bottom, when you have to use a Visa/Mastercard Rail, is there a charge for it? And if so, who bears the cost of that charge?

Director of Finance & Accounting Derrick Cannon said whenever we use Mastercard or Visa, we are paying a fee.

Councilman Clay said but if I pay with Paymentus, and I pay with a credit card, it used to be $4.95 and now it is $2.95.

Director of Finance & Accounting Derrick Cannon said that is one of the bullet points that we will discuss later.

Councilman Clay said on packet page 260, fee structure, item 5 (reading), why does it say it that way? Are they getting it from the customer and us?

City Manager Terrence Moore said no.

Councilman Clay said with regard to point of sale, if somebody comes in right now and pays with a credit card at the window or lobby, we have a portion of that that we pay to the credit card company, right?

Director of Finance & Accounting Derrick Cannon said the credit card company charges a fee that the City pays for all credit cards.

Councilman Clay said that is all I have. There is no way I am approving that contract with the additional fee.

Councilman Carn asked, where are we with the rest of the contract?

Director of Finance & Accounting Derrick Cannon said we have not found it yet.

Mayor Longino asked, do you want to table it?

City Manager Terrence Moore said the recommendation is to accept the agreement with the revision we talked about relative to the fee.

ACTION: Councilman Clay moved to approve a contract between the City of College Park and Acculynk based on direction offered during the June 1, 2015 Regular Session Meeting, seconded by Councilman Carn and motion carried. (All Voted Yes).

I. Consideration of and action on bids received for the Third Party Debt Collector.

Mayor Longino asked, do we need a collector?

Director of Finance & Accounting Derrick Cannon said yes, we do. This is for debt that goes beyond 90 days.

ACTION: Councilman Clay moved to approve a bid from Penn Credit for the Third Party Debt Collector, seconded by Councilman Carn and motion carried. (All Voted Yes).

J. Consideration of and action on a subdivision agreement for Oxford Walk, Phase II.

City Manager Terrence Moore gave a brief background on the agreement for Oxford Walk, Phase II.

Director of Engineering William Moore explained the submission to the Planning Commission.

Mr. Robert Rolader, Brent Holdings, LLC came forward and explained his plans. We found out that the set of final plats that were given were stamped in error, and we are asking to come before you and change the plat to reflect what the zoning is supposed to be.

Councilman Carn asked, how long before you close on the property?

Mr. Rolader said we are not going to close unless we get a final plat.

Councilman Carn asked, what is the price range of the homes?

Mr. Rolader said the price range is from $225,000.00 to $295,000.00.

Mayor Longino said once it goes to the Planning Commission, it doesn't have to come back to us.

Director of Engineering William Moore said no.

Mayor Longino asked, does the City own the streets, or not?

Director of Engineering William Moore said that will be done in the subdivision agreement.

Mayor Longino said we don't accept them, until the subdivision is complete.

Councilman Wyatt asked, does the final plat say they have to be completed before we accept them?

Director of Engineering William Moore said there is $51,000.00 to use on those streets. They are also offering to bring the subdivision agreement and a 1-year warranty and surety. This is the first time this has ever been done that I know of.

Councilman Clay asked, does this mean that the streets are our responsibility?

Director of Engineering William Moore said correct.

Mr. Rolader said at the time of the final plat, the City does accept ownership of the property of the streets themselves.

Councilman Wyatt asked, what if the bond amount doesn't cover all the streets?

Mr. Rolader said it will be based on the actual bid working with your staff. I am asking for the amount to complete the roads.

Councilman Clay asked, are you going to do a bond that will add to the $50,000.00 sum so the total amount will cover the streets and additional bonds that will cover the sewer and what have you?

Mr. Rolader said the dollar amount is handled at the staff level when we provide the quote.

Councilman Wyatt asked, what if it cost more than what they estimated?

City Manager Terrence Moore said then they would be liable for that bond.

ACTION: Councilman Clay moved to approve a subdivision agreement for Oxford Walk Phase II, seconded by Councilman Gay and motion carried. (All Voted Yes).

8. Travel Requests Consent Agenda.

A. Consideration of and action on a request from City Manager Terrence R. Moore for authorization to attend the 2015 International City/County Management Association (ICMA) Annual Conference, where Mr. Moore is a scheduled speaker at one of the conference's educational sessions.

Councilman Gay said I am concerned that some of the travel is starting to become a little bit excessive. I see some people have just come back from trips. I have not received information I requested from the last trips taken. I have no problem with seeking knowledge and continuing education. Councilman Gay stated that he has not received information to help develop Jamestown Plaza and now economic development is requesting travel to Alaska.

Councilman Gay requested to table Economic Development travel request. It was decided to approve all travel and discuss travel request for Anchorage, Alaska.

ACTION: Councilman Clay moved to approve a request from City Manager Terrence R. Moore for authorization to attend the 2015 International City/County Management Association (ICMA) Annual Conference, to be held September 27-30, 2015 in

Seattle, Washington, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

B. Consideration of and action on a request from Director of Economic Development Artie Jones III for authorization to send Economic Development Project Manager Gary Young to the 2015 International Council of Shopping Centers (ICSC) Volunteer Leadership Summit.

ACTION: Councilman Clay moved to approve a request from Director of Economic Development Artie Jones III for authorization to send Economic Development Project Manager Gary Young to the 2015 International Council of Shopping Centers (ICSC) Volunteer Leadership Summit, to be held September 28-29, 2015, in Chicago, Illinois, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

C. Consideration of and action on a request from Director of Economic Development Artie Jones, III for authorization to attend the 2015 International Economic Development Council (IEDC) Conference.

Director of Economic Development Artie Jones came forward to answer questions regarding travel request.

Councilman Wyatt asked, was this approved in the budget?

Director of Economic Development Artie Jones said yes, it was.

Councilman Gay said at least bring back value to the city that I can see.

Director of Economic Development Artie Jones said I have reported on all of the trips I have taken. And any questions from any councilmen, I have provided that information.

Councilman Gay said the question is, what are we building?

Director of Economic Development Artie Jones requested permission to address the Council.

He said we just had ground breaking ceremony for the "Pad" at Harvard – we're getting ready to have the ground breaking for the Renaissance Hotel in 2 weeks, we have contracts on additional developments at the GICC. He continued to say that economic development doesn't happen overnight. You plant the seed and nourish those relationships and eventually you get projects.

Mayor Longino said in my opinion, you have done more as far as getting us out there than any Economic Development Director we have ever had. I don't think anything is going to happen overnight.

ACTION: Councilman Clay moved to approve a request from Director of Economic Development Artie Jones, III for authorization to attend the 2015 International Economic Development Council (IEDC) Conference, to be held October 4-7, 2015 in Anchorage, Alaska, seconded by Councilman Carn and motion carried. Councilman Clay voted yes. Councilman Carn voted yes, Councilman Wyatt voted yes. Councilman Gay opposed.

D. Consideration of and action on a request from Convention Center Executive Director Mercedes Miller for authorization to send Director of Sales and Marketing Denise Cole to the Convention Sales Professional International Annual Conference.

ACTION: Councilman Clay moved to approve a request from Convention Center Executive Director Mercedes Miller for authorization to send Director of Sales and Marketing Denise Cole to the Convention Sales Professional International Annual Conference, to be held September 9-11, 2015, in Washington, DC, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

9. Unfinished (Old) Business.

A. Consideration of and action on a contract renewal between the City of College Park and The firm for Justice and Liberty for Public Defender services.

ACTION: Councilman Clay moved to approve a contract renewal with The Firm for Justice and Liberty for Public Defender services, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

10. New Business.

A. Consideration of and action on a request to adopt a Resolution of Support for the South Fulton Economic Development Partnership (SFEDP).

ACTION: Councilman Clay moved to approve the adoption of a Resolution of Support for the South Fulton Economic Development Partnership (SFEDP), seconded by Councilman Wyatt and motion carried. (All Voted Yes).

11. Other Business.

A. Consideration of and action on a subdivision agreement for Oxford Walk, Phase II.

This item was moved it Item 7k.

12. City Attorney's Report. None.

13. City Manager's Report.

A. Discussion and update on top ten delinquent property tax payers.

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

Councilman Clay said on packet page 340, 1803 Walker Avenue, this is the apartment building. The building is blighted, and they are behind on their utility payment. What is a regal bill?

Director of Finance & Accounting Derrick Cannon said it is a regular bill.

Councilman Clay said on the next line, customer will pay bill on 7/13, did that happen?

Director of Finance & Accounting Derrick Cannon said that means on 7/13 they paid that amount.

Councilman Clay said they now have a credit balance of $1,946.00; correct?

Director of Finance & Accounting Derrick Cannon said correct.

Councilman Wyatt said on the Jamaica Jamaica Restaurant, the average bill is $1,500.00 a month, but they are $9,500.00 behind. That is probably 8 bill cycles. I want to understand the matrix. Explain to me if their average bill is $1,500.00 a month, and their current bill is $9,500.00, that they could only be 9 days behind. The math doesn't add up. And it is the same way with the next one. That's more than 3 months old.

Director of Finance & Accounting Derrick Cannon said this is a payment arrangement.

City Manager Terrence Moore said the accumulation of that debt occurred 90 days ago. We have to verify that.

Councilman Wyatt asked, will this plan eliminate this?

City Manager Terrence Moore said yes, sir.

Councilman Wyatt said in the future, no debt should be more than 60 days.

City Manager Terrence Moore said yes, sir.

Mayor Longino said 1419 Virginia Avenue has been on here since we started. Have they made these payments?

Director of Finance & Accounting Derrick Cannon said they did make those payments, but you still have that balance.

Councilman Clay said we cannot cut off one without the other.

Councilman Wyatt asked, what would it cost if the restaurant would run its own power separate from the hotel?

Director of Power Hugh Richardson said they would have to put their own external service connection there. It would cost less than $10,000.00.

Councilman Clay asked, should we be requiring separate meters?

Chief Building Inspector Oscar Hudson came forward and said I have a meeting with Mr. Rod Mullice on Wednesday I want to be sure of what the Mayor and Council requires. It was verified that individual meters will be placed in each apartment at the "Pad".

Mayor Longino said for water, sewer, and power.

Councilman Clay asked, do we need to codify that?

City Manager Terrence Moore said we will double check.

C. Consideration of and action on a Chief of Police Agreement between the City of College Park and Mr. Keith Meadows.

City Manager Terrence Moore said Mr. Meadows is a high ranking member of the City of Atlanta Police Department. He is in the audience tonight. This agreement will take effect Monday, August 3, 2015, thus his first day of employment.

Mr. Meadows came forward and said we are excited about the possibilities here with the College Park Police Department. I have had an opportunity to meet many of the people in this room tonight. I would like to thank Interim Chief Williford for the past year, and I will be leaning on him and other members of the command staff as well. I am ready to get started.

Mayor Longino said thank you.

Councilman Wyatt said thank you.

ACTION: Councilman Clay moved to approve a Chief of Police Service Agreement between the City of College Park and Mr. Keith Meadows, seconded by Councilman Wyatt and motion carried. (All Voted Yes).

City Manager Terrence Moore said the next item update is relative to cameras and other equipment.

Interim Police Chief Williford said the account manager has left A-3 under some unknown circumstances.

Councilman Clay said we have had cameras that have been out for months in various places. What we need is an organization that is reliable. We need to go out for an RFP and bring in some others. It should be easier to do that now because we are not dealing with the proprietary Iron Sky technology.

City Manager Terrence Moore said that is exactly that for the direction.

Councilman Clay said we don't seem to be doing a lot better with A-3. We have some things that need to be done. We have cameras that need to be fixed. Councilman Gay needs a camera down there on the street to look at that property. They need to order a booster. The Power Department has looked into surge suppression so these cameras don't burn out any more. Council approved the suppression at a previous meeting. The Mayor already volunteered to have standalone camera SA-5 to be made available to go to Green Springs Road. But to get started, what can we do to get a portable camera down to Green Springs?

Interim Police Chief Williford said we have to see if A-3 has anybody they can send down here and get that done. If not, we will reach out to Tyco.

Councilman Wyatt asked, are you saying that the policy now is, just request the cameras and I get them?

Interim Police Chief Williford said we had some replacement cameras in the works until this occurred.

Councilman Carn said Chief, I need you to relocate my portable camera. I think I loaned it to Councilman Phillips.

Councilman Wyatt directed staff to send him an e-mail tomorrow as to where all of our cameras are.

Mayor Longino asked, how soon will that be ready to go out?

City Manager Terrence Moore said we will work on it tomorrow.

Mayor Longino said the sooner the better.

14. Report Of Mayor And Council.

Councilman Clay – said on the Pulse Point Card System, is there a liability response from legal?

City Manager Terrence Moore said yes, sir. I am asking Chief Elmore to finalize a recommendation for final presentation and bring it back August 3, 2015.

Councilman Clay said I sent everybody an article that I copied out of the Atlanta Business Chronicle about the airport, and Kasim Reed discussing expanding to the east. They are not going to pursue the North Cargo area any more. We have to watch the [cargo] planes that currently take off on 26-L. They are going to want to move to taking off on 27-R and fly directly over your ward. You are going to have additional flights at night. So what we have to do is make sure they don't change the strategy. Gary needs to watch for it, too.

Councilman Carn – expressed concerns about cell phone usage while completing public service. Maybe there should be a policy for no cell phones while picking up trash.

Water & Sewer Superintendent Jessie Howard said we have had several meetings on cell phone use in each division. I will bring this back to Mike when he comes back.

Councilman Wyatt – said he has no report.

Councilman Gay - said we need to try to get our neighborhood looking a little bit better. Poles are leaning. People are unengaged – uninterested. Don't understand the revenue that we get and the skill set that professionals have – why isn't the ward growing. I was elected to make a change my goal is to make a change. I am frustrated, and I don't appreciate how it looks.

Councilman Gay said for the record, I have been [a member of this Council] approximately 65 days. I checked the ordinance, and I don't see anything about a training course [pertaining to the duties of a councilmember]. It took me 16 years to get to this seat, and I fought for a reason. It is not about the money or ego. It is trying to have a voice for people in my ward. So I want to work with everybody and improve my ward and improve the quality of life of the people in my ward.

Mayor Longino - said I am seeing a lot of offices dark past 8:00 o'clock that have more than one person in them. There is no reason the offices should be dark at 8:00 and 8:10 at this City Hall. I expect your office to be ready to go to work at 8:00 o'clock, not wandering around City Hall. If they want coffee, come in early. Get your lights on and be ready to answer the telephone. It shouldn't happen in any department. If they are not there at 8:00 o'clock, they should be disciplined for it.

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

15. Executive Session.

16. Approval of Executive Session Minutes.

ACTION: Councilman Clay moved to approve July 20, 2015 Executive Session Minutes, seconded by Councilman Carn and motion carried. (All Voted Yes).

17. Adjournment.

Executive Session adjourned at 11:13 p.m.

Regular Session reconvened at 11:14 p.m. and adjourned at 11:15 p.m.

CITY OF COLLEGE PARK

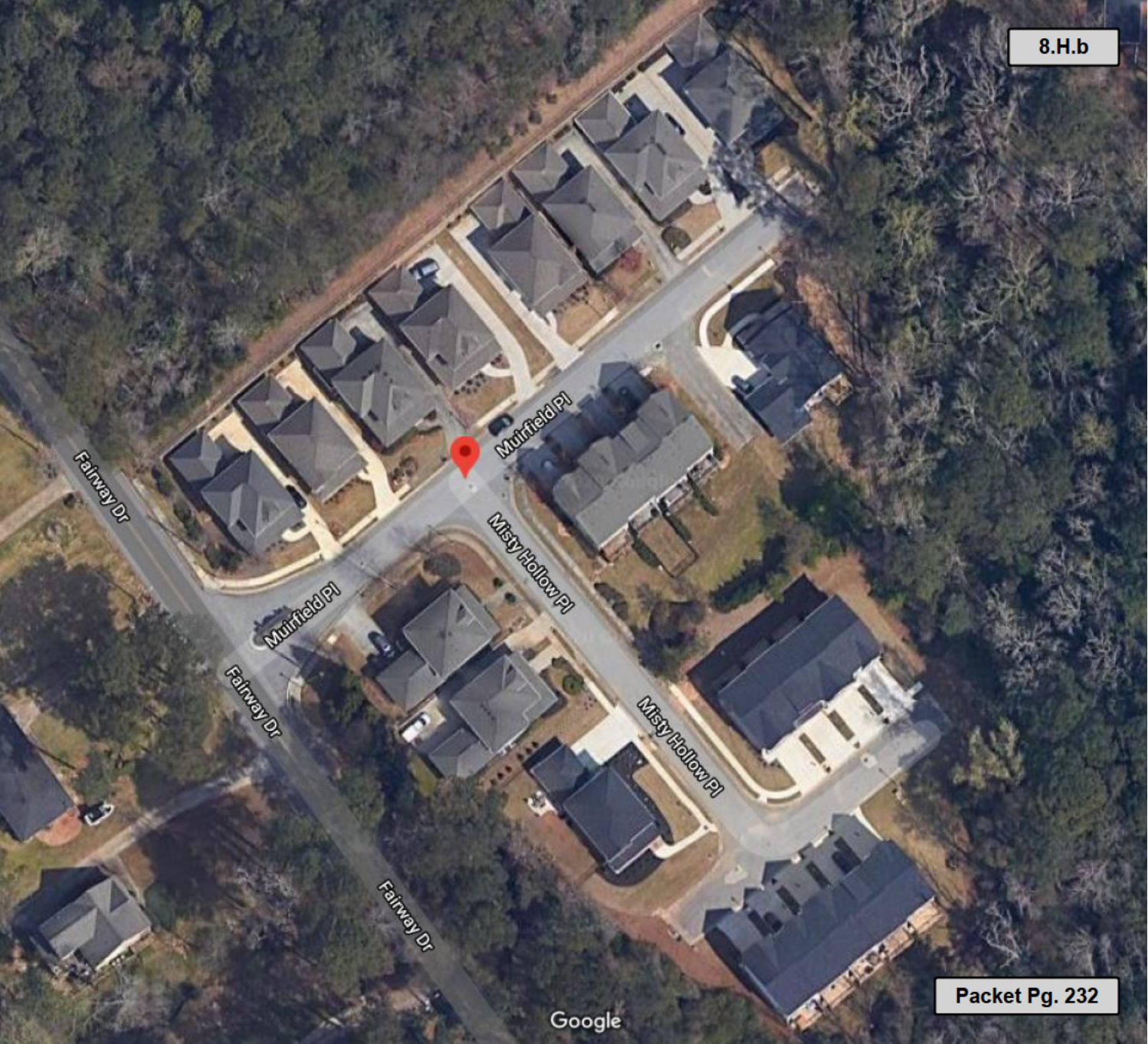
_____

Jack P. Longino, Mayor

ATTEST:

_____

Melissa Brooks, City Clerk


Muirfield Pl
Fairway Dr
Misty Hollow Pl
Muirfield Pl
Fairway Dr
Misty Hollow Pl
Fairway Dr
Google

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 5113

APPROVAL CERTIFICATION
THIS IS TO CERTIFY THAT THIS MATTER WAS GIVEN OFFICIAL APPROVAL BY THE MAYOR & COUNCIL OF THE CITY OF COLLEGE PARK MEETING IN REGULAR SESSION ON 3/6/17.

M Brooks
CITY CLERK

DATE: March 2, 2017

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: William Moore, Engineering Director

RE: Links update

PURPOSE: To differentiate from Oxford Walk and provide an update.

REASON: For clarification purposes

RECOMMENDATION: Honor the commitment Mayor and Council to use up to $51,000 remaining funding for the asphalt topping of up to 7 public streets (2 private alleys not included)at their July 20, 2015 meeting (please see attached). Recommend the streets that are not topped in the first phase be added to the Local Maintenance Improvement Grant programs until they are topped.

BACKGROUND: Earl Johnson provided the $51,000 check for Fairway Crossing on September 2, 2005.

COST TO CITY: $51,000.

BUDGETED ITEM: Not applicable.

REVENUE TO CITY: $51,000 is held in escrow.

CITY COUNCIL HEARING DATE: March 6, 2017.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: Public Works/ Highways and Streets

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None known.

REQUIRED CHANGES TO WORK PROGRAMS: None known.

STAFF: Mike Mason, Public Works Director

Review:

- William Moore Completed 03/01/2017 10:38 AM
- Rosyline Robinson Completed 03/01/2017 2:01 PM
- Public Works Completed 03/01/2017 2:04 PM
- Terrence R. Moore Completed 03/01/2017 2:11 PM
- Mayor & City Council Pending 03/06/2017 7:30 PM

Director of Finance & Accounting Derrick Cannon said yes. we do. This is for debt that goes beyond 90 days.

ACTION: Councilman Clay moved to approve a bid from Penn Credit for the Third Party Debt Collector, seconded by Councilman Carn and motion carried. (All Voted Yes).

J. Consideration of and action on a subdivision agreement for Oxford Walk, Phase II.

City Manager Terrence Moore gave a brief background on the agreement for Oxford Walk, Phase II.

Director of Engineering William Moore explained the submission to the Planning Commission.

Mr. Robert Rolader, Brent Holdings, LLC came forward and explained his plans. We found out that the set of final plats that were given were stamped in error, and we are asking to come before you and change the plat to reflect what the zoning is supposed to be.

Councilman Carn asked, how long before you close on the property?

Mr. Rolader said we are not going to close unless we get a final plat.

Councilman Carn asked, what is the price range of the homes?

Mr. Rolader said the price range is from $225,000.00 to $295,000.00.

Mayor Longino said once it goes to the Planning Commission, it doesn't have to come back to us.

Director of Engineering William Moore said no.

Mayor Longino asked, does the City own the streets, or not?

Director of Engineering William Moore said that will be done in the subdivision agreement.

Mayor Longino said we don't accept them, until the subdivision is complete.

Councilman Wyatt asked, does the final plat say they have to be completed before we accept them?

Director of Engineering William Moore said there is $51.000.00 to use on those streets. They are also offering to bring the subdivision agreement and a 1-year warranty and surety. This is the first time this has ever been done that I know of.

Councilman Clay asked, does this mean that the streets are our responsibility?

Director of Engineering William Moore said correct.

Mr. Rolader said at the time of the final plat, the City does accept ownership of the property of the streets themselves.

Councilman Wyatt asked, what if the bond amount doesn't cover all the streets?

Mr. Rolader said it will be based on the actual bid working with your staff. I am asking for the amount to complete the roads.

Councilman Clay asked, are you going to do a bond that will add to the $50,000.00 sum so the total amount will cover the streets and additional bonds that will cover the sewer and what have you?

Mr. Rolader said the dollar amount is handled at the staff level when we provide the quote.

Councilman Wyatt asked, what if it cost more than what they estimated?

City Manager Terrence Moore said then they would be liable for that bond.

ACTION: Councilman Clay moved to approve a subdivision agreement for Oxford Walk Phase II, seconded by Councilman Gay and motion carried. (All Voted Yes).

8. Travel Requests Consent Agenda.

A. Consideration of and action on a request from City Manager Terrence R. Moore for authorization to attend the 2015 International City/County Management Association (ICMA) Annual Conference, where Mr. Moore is a scheduled speaker at one of the conference's educational sessions.

Councilman Gay said I am concerned that some of the travel is starting to become a little bit excessive. I see some people have just come back from trips. I have not received information I requested from the last trips taken. I have no problem with seeking knowledge and continuing education. Councilman Gay stated that he has not received information to help develop Jamestown Plaza and now economic development is requesting travel to Alaska.

Councilman Gay requested to table Economic Development travel request. It was decided to approve all travel and discuss travel request for Anchorage, Alaska.

ACTION: Councilman Clay moved to approve a request from City Manager Terrence R. Moore for authorization to attend the 2015 International City/County Management Association (ICMA) Annual Conference, to be held September 27-30, 2015 in

CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM
NO. 2020-8330

DATE: SEPTEMBER 14, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEEET ADMINISTRATOR

SUBJECT: RFP - STREET RESURFACING @ OXFORD WALK SUBDIVISION - 082520
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: Street Resurfacing @ Oxford Walk Subdivision

Budgeted item(s): This project budgeted under the LMIG

Recommendations: East Coast Grading is recommended at $25,783.32 as most responsive to the City this project

Explanation of recommendation in full:

This RFP was advertised in the South Fulton Neighbor for two (2) weeks beginning August 10, 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 publish from August 10, 2020 thru the close on August 25, 2020.

No pre-bid meting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Tuesday, August 25, 2020 at 10:00 am with four vendors (East Coast Grading, HEH Paving, Black Rock Contractors, Atlanta Paving & Concrete Construction) logged into the meeting.

Raymond Cotton represented Public Works for the bid open

Zoom meeting link:

https://us04web.zoom.us/j/75658228417?pwd=Mnk4VHM1OWtwRndoWWZBbTFtOU5vdz09

Meeting ID: 756 5822 8417 - Passcode: 2PeVjC

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

Tabulation Matrix

RFP – STREET RESURFACING @ OXFORD WALK SUBDIVISION – 082520

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	East Coast Grading	$25,783.32	N	N	N
2	HEH Paving	$27,299.01	Y (AABE)	N	Y
3	Mullins Brothers Paving Contractors	$27,800.00	N	N	Y
4	Stewart Bros	$28,266.00	N	N	Y
5	Atlanta Paving & Concrete Construction	$32,750.00	Y (HBE)	N	Y
6	Black Rock Construction	$58,200.00	N	N	N
7	S.T. English Construction Co	$111,300.00	Y (FEB / AABE)	N	Y
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

PURPOSE

SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park (City) is soliciting proposals from qualified contractors to provide professional contractual services for the Department of Public Works, Highways and Streets Division to complete a street resurfacing project street resurfacing work within a subdivision location.

Any problems encountered with equipment or materials or labor shall be corrected by the contractor at "NO" additional expense to the City of College Park. All resurfacing projects shall also be warranted for one (1) year after completion.

DESCRIPTION of PROJECT

Proposals for this street resurfacing work at Oxford Walk Subdivision with the following specification as identified:

1. For resurfacing, clean, tack each listed street; resurface with 1.5 inches thick layer of 9.5 mm super pave topping material, per each individual as identified street specification at a total lump sum cost.
2. For milling, mill 1.5-inch existing pavement to restore proper grade and or transverse slope, for the 15.5 mm super pave topping material with lime, per each individual as identified per street list specification at a total lump sum cost.
3. Estimate price to include,
    a. Decal lanes
    b. Excel lanes
    c. Turning lanes
    d. All intersections full width curb to curb
    e. All Turnout
    f. Any additional City Parking Spaces, if applicable as identified street specification for the entire length of the project at a total lump sum cost.
    g. Restripe linear road markings
    h. Centerline
    i. Turn arrows
    j. Stop bars, on each resurfacing project, this should be included in the lump sum price
4. Linear lines shall be painted with Reflective beads.
5. Thermo-plastic material to be used for all turns arrows, stop bars, and crosswalks, edge lines, words symbol and bike lanes.
6. Warning and advance signs are to be displayed 24 hrs. in advance; alerting motorist and the citizens of College Park street resurfacing activities will be take place.
    a. Include begin and end date of resurfacing project at all times
    b. Temporary reflective tape shall be use on each individual listed street.

7. Have designated certify flagging personnel present on site actively directing traffic during until completion of the resurfacing project.
8. Contractor must provide a 24-hours clean-up service when each project is completed.
9. All drainage structures within the limits of each project listed will be maintained throughout the duration of the project. Any debris that goes in drainage structures as a result of resurfacing or milling operation will be cleaned out at no additional cost to the City of College Park.
10. The City will locate and identify all manholes and water values
11. An inspection will be done by the City of College Park Public Works Division

QUOTE SHEET

Bidding Company:

Company Rep:

Project Name: Street Resurfacing @ Oxford Walk Subdivision

Road Name	Beginning	Ending	Length (Miles)	Scope of Work	Mill	Perma Pave	9.5 MM Super Pave	Lump Sum Price
Murfield PL	Fairway Drive	Dead-end	Contractor Measurement	Resurfacing	NO	NO	1½”	
Misty Hollow PL	Murfield PL	Misty Hollow PL	Contractor Measurement	Resurfacing	NO	NO	1½”	
Misty Hollow PL	Dead-end	Dead-end	Contractor Measurement	Resurfacing	NO	NO	1½”	
				Lump Sum Grand Total				

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8340

DATE: September 17, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michael Hicks, Chief Information Officer

RE: Cyber Security

PURPOSE: To gain approval for Cyber Security monitoring of our network by using KROLL as the monitoring company, Red Canary as the status portal, and Carbon Black as the monitoring software.

REASON: To prevent Cyber-attacks or any ransomware attack.

RECOMMENDATION: To approve Contract for security monitoring.

BACKGROUND: KROLL is the Cyber Incident Response Company hired by our Insurance Company. They provide monitoring through Red Canary portal and Carbon Black software.

YEARS OF SERVICE: 0.

COST TO CITY: $43,800 annually.

BUDGETED ITEM: No.

REVENUE TO CITY: No.

CITY COUNCIL HEARING DATE: 09/21/2020.

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: Chief Information Officer/Michael Hicks

ATTACHMENTS:

- Kroll City of College Park GA CyberDetectER Proposal (PDF)

Review:

- Michael Hicks Completed 09/17/2020 11:38 AM
- Rosyline Robinson Completed 09/17/2020 12:21 PM
- City Attorney's Office Pending
- Terrence R. Moore Completed 09/17/2020 3:46 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

Kroll | A Division of DUFF & PHELPS

September 4, 2020

Kroll CyberDetectER® Powered by Red Canary

Proposal Prepared for:

Kroll CyberDetectER® Powered by Red Canary Monitoring, Detection, and Response:

	Kroll CyberDetectER Powered by Red Canary w/ Carbon Black Response
Carbon Black Server Management	Cloud, fully hosted and managed by Red Canary
Threat Detection Coverage	• Identify malware, unwanted software, and non-malware related threat activity and behaviours • Classification of confirmed threat and MITRE ATT&CK techniques involved • What happened and how far the attack progressed
Visibility and Type of Data Collected	Carbon Black Response collects the broadest set of endpoint data including: • Process creation, injection, and relationships • Network connections • File modifications • Registry modifications • Binary/application metadata and contents • Endpoints and users involved • Copies of executed binaries
Response Capabilities	• Automated response through powerful APIs and playbooks • Orchestrated remediation kills processes, deletes offending files, and restores the Windows registry • Endpoint isolation cuts off infected endpoints from your network and stops attacker actions • Designed to automatically retry remediation actions whether the endpoint is online or offline • Live response to conduct additional ad-hoc actions and forensic analysis as required
Triage & Analysis of Potential Threats	Red Canary CIRT reviews and validates potential threats prior to alert notification; Kroll incident response team provide additional forensic analysis and intelligence as needed.

Threat Remediation	Configure automated notification and containment responses through Kroll + Red Canary portal using Automate features and API; automated response & integrations allow your team to focus on actual threats that require action. Automate can be leveraged to satisfy a number of use-cases, ranging from automatic communications, to invoking endpoint response actions. • Automate playbooks can be set up to align to specific parts of your Incident Response Plan (IRP) in order to achieve increased response efficiency Kroll's incident response team stands at the ready to provide additional intelligence, analysis, threat hunting, remediation support, and containment for identified threats. When needed, access the full capabilities of Kroll's global incident response team to provide additional root cause analysis, forensics, malware analysis, and incident response support remotely and/or on-site (additional fees may apply).
Technical Support	Dedicated incident handlers with expertise in security engineering, analysis, and incident response
Integrations	Built on open API and designed to integrate with an organizations SIEM, workflow, and SecOps tools.

Pricing

Included in your Kroll CyberDetectER® Powered by Red Canary Services:

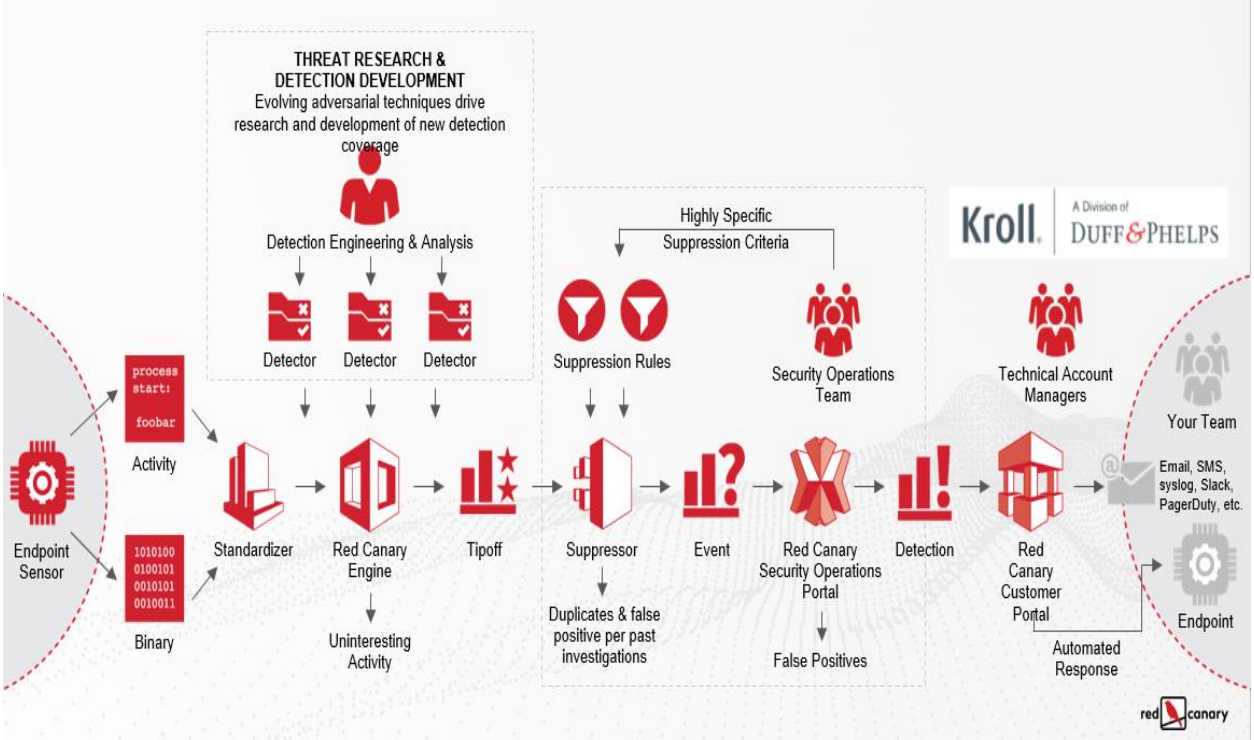
1. **24/7 Red Canary Platform and Managed Threat Detection Services**
   - Triage and Investigation of potential threats on your endpoints
   - 24/7 portal access and escalation of validated threats
   - Includes Automate add-on features to enable automated response based on pre-set playbooks
2. **Access to Kroll and Red Canary teams**
   - Security experts who are chartered to make your security better through integrations, workflow, general security, Q&A, etc.
   - Establish a baseline of "normal" activity in your environment
   - Investigate any potentially interesting or threatening activity based on behavioural analysis
3. **Notification of confirmed threats**
   - Delivered based on your customized workflow
   - Shorten and measure MTTR (mean time to respond)

4. **Red Canary hosted infrastructure**
   - Includes Carbon Black Response for endpoint telemetry collection

5. **Reporting to improve your security program over time**
   - Trending Risk Over Time
   - Mean Time to Remediation
   - 30-day Impact Report
   - Detections by Observed MITRE ATT&CK Tactic

Kroll CyberDetectER Powered by Red Canary Services:	**Fee**
CyberDetectER Powered by Red Canary – includes Carbon Black Response and Red Canary with Automate (up to 300 endpoints) – **1 Year Term**	$43,800. annually $146. per endpoint
CyberDetectER Powered by Red Canary – includes Carbon Black Response and Red Canary with Automate (up to 300 endpoints) – **2 Year Term 5% discount**	$41,610. annually $138.70 per endpoint
CyberDetectER Powered by Red Canary – includes Carbon Black Response and Red Canary with Automate (up to 300 endpoints) – **3 Year Term 10% discount**	$39,420 annually $131.40 per endpoint
Kroll + Red Canary Managed Threat Detection Services – 24x7x365 escalation and portal access	Included
Kroll Threat Alert Response and Remediation Support	Included
15% Discount off current hourly rates for additional Kroll Cyber Risk and Response Services	Included
Monthly Reporting	Included
Support by Kroll and Red Canary	Included

Contact: michael.mackewich@kroll.com **phone: 470.583.9622** **Vice President - Kroll Global Cyber Risk**



KROLL GLOBAL CYBER SECURITY created Cyber DetectER, an **End-to-end cyber security service provided by unrivalled experts with Kroll Global Intelligence & Remediation + Carbon Black Endpoint Collection + Red Canary Threat Hunting.**

We are an extension of your team and work 365 days a year, 24 hours a day to monitor and remediate as needed. For example, if the Red Canary High or Med Alert comes at 3 am, Kroll applies further research & validation then takes further critical action as needed, such as isolating or turning off the endpoint, but keeping you in the loop throughout, with guidance for additional remediation when you arrive in the morning.

Kroll helps plan and create a customized prevention programs that integrate industry-leading best practices, innovative technological solutions, and insights from working on the front line of cyber security.

Kroll's 50 years of investigative experience in complex risk management challenges is the heart of our cyber security practice. Our multi-disciplinary expertise goes beyond the technical answers to deliver actionable intelligence.

Kroll brings extensive resources in Global Intelligence, Cyber Investigations, breach notification, remediation, call centers, and identity monitoring to help you support individuals impacted by a breach and restore trust in your organization. In today's information economy, data can be your organization's most asset, but with the rise of mobile technology, cloud computing, and an exponentially growing volume of digital information, keeping that data secure also becomes one of your greatest challenges.

No one is immune to data loss incidents, and no one is better equipped than Kroll to help you identify and close gaps that put your organization's cyber security at risk. Information security issues like data breaches or employee misconduct. C-suite leaders are on the hook, as well as for front-line managers in your organization and Cyber is a top priority so avoid the cyber risk by working thru your cyber security challenges before sensitive data is at risk and avoid the cost to your company in time, revenue, reputation and resources.

At Kroll, we know securing and managing information and data is critical to the future of your business. We offer end-to-end cyber security consulting, from information risk assessments, penetration testing, Tabletops, and cyber assessments that provide a robust defense. We help protect confidential and proprietary information from data security risks such as malicious insiders, network vulnerabilities and inadequate security policies.

RED CANARY Threat Hunting is a fully operational monitoring, detection, and response escalation solution.

Red Canary is focused on the most relevant data source in the client environment, giving your client security team confidence that their environment is being monitored for the right threats on day one. This allows the team to prioritize complementary projects. Many solutions typically have a 6-12 month implementation plan and no guarantee of success at the conclusion. The Carbon Black + Kroll + Red Canary partnership is proven model to strengthen your cyber security posture immediately.

CARBON BLACK - Endpoint Security Leader - Carbon Black has been a leader in endpoint security for years.

Cybersecurity has become a global big data problem. Solving it requires sophisticated analytics and the computational power and agility of the cloud. With the CB Predictive Security Cloud, we are providing an endpoint protection platform (EPP) to consolidate security and provide you information needed to secure your endpoints, using a single lightweight agent.

Our technology approach differs from other security vendors. The CB Predictive Security Cloud focuses on understanding attackers' behaviour patterns, enabling us to detect and stop never-seen-before attacks. Leveraging the power of the cloud, we analyse more than **500 Billion events per day across millions of global endpoints, helping you stay ahead of emerging attacks**. Cb's over 5,600 global customers, include over 40 Fortune 100, who trust Carbon Black to keep their organizations safe. Our diverse customer base includes Silicon Valley leaders in internet search, social media, transportation, and hospitality, as well as leaders across finance, manufacturing, retail, software, hardware and government; empowering every security team.

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8322

DATE: September 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West District Plan Final Presentation

PURPOSE:
Mayor and City Council is being requested to approve the Six West Development district plan . Staff will address any questions that the City Council has about the development.

REASON: The Six West district plan team will present an update on the district plans, focused on implementation, including Phase 1 infrastructure, costs, financing options, schedule and next steps.

RECOMMENDATION: It is recommended that the Mayor and City Council authorize staff to continue to facilitate the Six West development by the recommendations to be provided during the final presentation of the Six West district plan.

BACKGROUND: See attached presentation materials

COST TO CITY: See attached presentation materials

BUDGETED ITEM: See attached presentation materials

REVENUE TO CITY: See attached presentation materials

CITY COUNCIL HEARING DATE: Monday, September 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Michelle Alexander - City Planner
Mike Mason - Public Works Director
Hugh Richardson - Power Director
Michael Hicks - Information Technology Director
Jackson Myers - Special Projects Administrator
Althea Bradley - Finance & Accounting Director
Loretta Washington - City Engineer
Oscar Hudson - Chief Building Official
Michelle Johnson - Recreation & Cultural Arts
Ferman Williford - Police Chief
Wade Elmore - Fire Chief
Edmund Wall - City Financial Advisor
Artie Jones, III - Executive Director of Clearly College Park

OTHERS: Bill de St. Aubin - Sizemore Group
Deanna Murphy, Sizemore Group

ATTACHMENTS:

- Six West Districts Draft 8-28-2020 (PDF)

Review:

- Artie Jones Completed 09/10/2020 9:59 AM
- Loretta Washington Completed 09/10/2020 1:57 PM
- Rosyline Robinson Completed 09/10/2020 1:54 PM
- Jackson Myers Completed 09/10/2020 10:44 AM
- Michelle Johnson Completed 09/10/2020 1:27 PM
- Mercedes Miller Completed 09/10/2020 2:27 PM
- Mike Mason Completed 09/10/2020 2:11 PM
- Wade Elmore Pending
- Hugh Richardson Completed 09/11/2020 10:52 AM
- Michelle Alexander Completed 09/10/2020 3:09 PM
- Ferman Williford Completed 09/10/2020 10:40 AM

- Althea Philord-Bradley Pending
- Michael Hicks Pending
- Oscar Hudson Completed 09/10/2020 6:00 PM
- Terrence R. Moore Completed 09/17/2020 3:42 PM
- Mayor & City Council Pending 09/21/2020 7:30 PM

sixwest
COLLEGE PARK

DISTRICT PLANS

in association with **College Park Business and Industrial Development Authority**

sizemoregroup

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

SIX WEST DISTRICTS

in association with

College Park Business
& Industrial Development Authority

DRAFT SEPTEMBER 2020

sizemoregroup

SIZEMORE GROUP

in association with

VIRIDIAN STUDIOS, LONG ENGINEERING, & PALACIO COLLABORATIVE

CREDITS

CITY OF COLLEGE PARK

• MAYOR & COUNCIL

Bianca Motley Broom • Mayor

Ambrose Clay • Council Member, Ward I

Derrick Taylor • Council Member, Ward II

Ken Allen • Council Member, Ward III

Roderick Gay • Council Member, Ward IV

• STAFF

Artie Jones, III • Director of Economic Development

Tasha Hall-Garrison • Economic Development Program Manager

Michelle Alexander •City Planner

Nicolette Washington • Planner

Terrence R. Moore • City Manager

Chris Cook • Director of Human Resources & Risk Management

Renèe Coakley • Main Street Manager

Ed Coleman •Manager, College Park Historic Golf Course

Wade Elmore • Fire Chief

Michael Hicks • Chief Information Officer, Department of Information Technology & Telecommunications

Oscar Hudson, Jr. • Director of Inspections/Chief Building Inspector

Mercedes Miller • Executive Director, Georgia International Convention Center

Willis Moody • Purchasing Coordinator, Department of Purchasing

Shavala Moore • City Clerk

Loretta Washington • Director of Engineering

Althea Philord-Bradley • Director of Finance and Accounting

Hugh Richardson • Director of Power

Belinda J. Wilder • Business/Occupational Tax Clerk, Department of Business License & Occupation Tax

Ferman Williford • Chief of Police

Gary Young • Director, Airport Affairs

CONSULTANT TEAM

LEAD FIRM: URBAN DESIGN, PLANNING & PROJECT MANAGEMENT

• SIZEMORE GROUP

Bill De St. Aubin, AIA, LEED AP • Principal-in-Charge

Deanna Murphy, AICP • Project Manager & Lead Planner

Tulia Scott, AIA, NCARB, NOMA, LEED AP BD&C • Project Architect

Chirag Date, MCRP, LEED GA • Project Planner

Sarina Sawyer, MCRP • Project Planner

Sebastian Garcia • Intern Architect

Jonne Smith, LEED GA • Intern Architect

Maddie Harris • Designer

LANDSCAPE ARCHITECTURE

• VIRIDIAN STUDIOS

Jill Kelleher, PLA • Landscape Architect

CIVIL ENGINEERING

• LONG ENGINEERING

Andrew Pankopp, PE, LEED AP BD&C • Civil Engineer

COST ESTIMATING/SCHEDULING

• PALACIO COLLABORATIVE

R. Terry Dickerson • Vice President of Cost Management

TABLE OF CONTENTS

10 EXECUTIVE SUMMARY

Executive Summary

32 INTRODUCTION

1.1 Six West District Plan Overview
2.2 Background

38 COMMUNITY ENGAGEMENT

2.1 Stakeholder Input

46 FACTS & ANALYSIS

3.1 Overall Analysis
3.2 Camp Creek & Office Districts
3.3 Golf Entertainment District
3.4 Incremental & Retail Districts

80 RECOMMENDATIONS

4.1 Concept Plan Overview
4.2 Retail
4.3 Camp Creek
4.4 Incremental
4.5 Office
4.6 Golf Entertainment
4.7 Phase One: 2025

158 IMPLEMENTATION

5.1 Costing
5.2 Phasing Estimates
5.3 Tax Abatements
5.4 Schedule

APPENDIX

EXECUTIVE SUMMARY 9

EXECUTIVE SUMMARY

PROJECT VISION

A global destination rooted in diversity, equity, and inclusion easily accessible to all – from local residents to world travelers – a showcase of smart cities and eco-friendly design.

The Six West District Plans document follows the 2019 Six West (formerly Airport City) Master Plan effort, approved by Mayor, Council and Business and Industrial Development Authority (BIDA) in August 2019. The 2019 Master Plan studied 320 acres of redevelopable, greenfield land directly west of the world's busiest airport, Hartsfield-Jackson Atlanta International Airport (HJAIA), charming Downtown College Park, and directly north of the Georgia International Convention Center and the new home of Hawks NBA G League team.

This District Plans study aims to refine the 2019 overall site master plan by focusing in on specific district areas and working with the community and interested developers/tenants to create a detailed mix of uses, parking strategies, and development standards for each district. The five districts detailed in this master plan include:

- Corporate/Headquarter Office
- Entertainment
- Camp Creek
- Luxury Retail/Commercial
- Incremental

Then Phase One recommendations are proposed as tangible actions that can be accomplished by 2025.

THE SITE

Between the 1970s and early 2000s, the City of Atlanta acquired and demolished hundreds of housing units for Airport Noise Reduction (ANR) purposes as part of HJAIA expansion, as a result the property has mostly laid vacant. The City of College Park and its Business and Industrial Development Authority (BIDA) have worked to purchase back these 320 acres from the City of Atlanta and now has an incredible opportunity to reinvigorate the community, entice global visitors, and boost the local economy.

The study area encompasses Herschel Road to the west, Camp Creek Parkway to the south, College Street on the east, and extends north to Princeton Avenue and Camp Creek waterway. Refer to Figure A.

The Six West study area is rich with opportunity and potential. Due to the airport's expansion and subsequent property condemnation, few households and businesses remain inside the study area. However, a wealth of community assets can be found just beyond Six West. Invaluable social networks and city pride keep residents active and engaged. Two MARTA stations (College Park and Airport), HJAIA, and multiple highways provide access to the greater Atlanta region and the world. Historic Downtown College Park provides a unique, local commercial district, with historic architecture and a pedestrian-friendly street grid – all of which is proposed to be connected into the Six West development.

MASTER PLAN GOALS

Six West Master Plan recommendations address project goals, key area issues, and visions as identified through an existing conditions analysis, a thorough understanding of the area market dynamics (strengths and weaknesses), cost estimating and scheduling, and the needs, aspirations and desires of the community. The plan aims to encourage strategic and sustainable community-centered development to create a publicly accessible, live, work, and play community and global destination at this highly desirable site.

COMMUNITY & STAKEHOLDER ENGAGEMENT

The Team engaged the community throughout the Six West master planning process with videos, two online community meetings, interviews with developers who have signed Letters of Interest (LOIs), and interviews with local development experts. In addition, the Team presented to the Mayor, City Council, and BIDA to get feedback along the way.

FIGURE A

SIX WEST CONCEPT PLAN

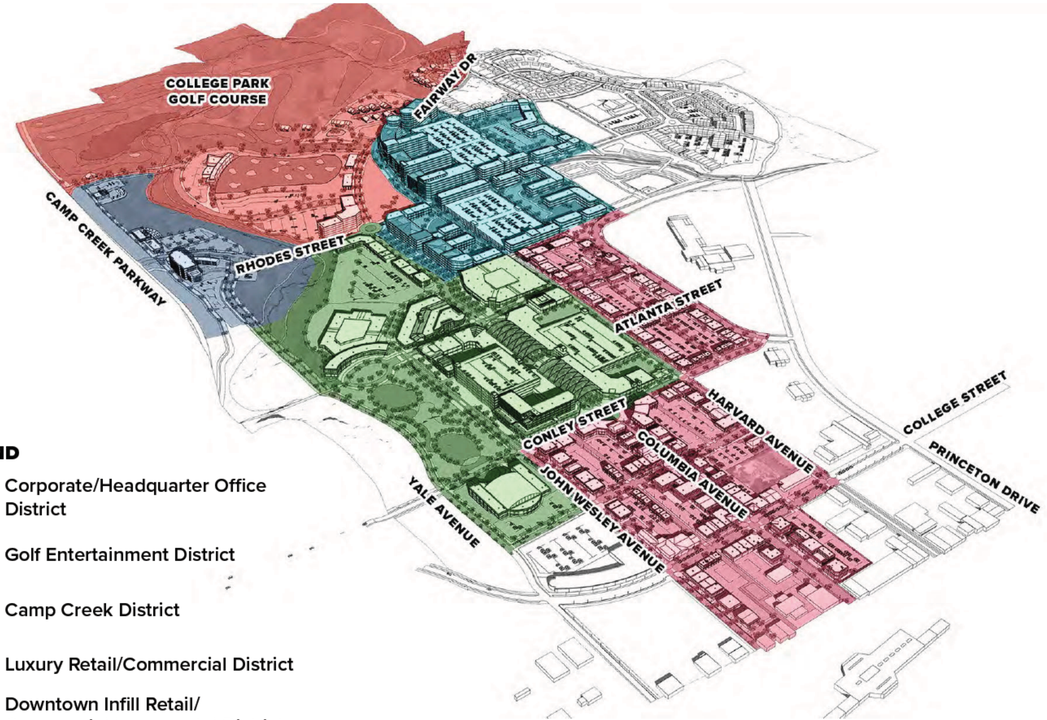


FIGURE B

SIX WEST DISTRICTS

SIX WEST DISTRICTS

To incorporate a mix of land uses that serve the local and global community, Six West is divided into five districts. Within each district a mix of uses is encouraged, along with the primary tenant types. The districts include:

- Luxury Retail/Commercial District
- Camp Creek District
- Incremental District
- Corporate/Headquarter Office District
- Golf Entertainment District

LUXURY RETAIL/COMMERCIAL DISTRICT

The Retail/Commercial District is the crown jewel of Six West. The cutting-edge combination of the Landing Park, Cultural Center, and climbing wall parking deck fronting the park. Columbia Avenue, the main pedestrian thoroughfare in the commercial area, will be lined with a hotel, retail with office above, and a food hall. This commercial district provides a unique experience intended to attract a local and global crowd, who can find amenities from programmed greenspace next to storefronts, to interactive art to rooftop plane viewing, and connectivity to international entertainment venues.

CAMP CREEK DISTRICT

This Camp Creek frontage district takes advantage of the access and visibility that Camp Creek Parkway provides to develop restaurants and a 5-star hotel. In addition to catering the car traffic on this thoroughfare, pedestrian access will be improved with sidewalks and landscaping. The western border of the district lines the College Park Golf Course, therefore a golf-oriented restaurant or store there will have overlooking views. Rhodes Street at Camp Creek Parkway will be a primary access point into Six West. A beautiful 5-star hotel welcomes visitors and residents into the area at this intersection and overlooks Camp Creek and the adjoining 5k trail.

INCREMENTAL DISTRICT

To complement and build from the character of Downtown College Park, the parcels between College Street, Conley Street, Harvard Street, and John Wesley Avenue, along with three blocks north of Harvard Avenue are prime for incremental local development. Columbia Avenue being the priority corridor connecting Downtown to the center of Six West. Walkability, MARTA access, and art are the heart of the Incremental District. Parcel sizes and building sizes can remain in line with the character of historic downtown's main street to allow for a continuation of the Main Street environment. Programs are recommended to assist local developers or residents who would like to become developers in transforming these parcels into community-oriented spaces.

CORPORATE/HEADQUARTER OFFICE DISTRICT

A 6 to 12-story Class A office district is proposed at the intersection of the site's two main streets, Rhodes Street and Columbia Avenue, providing key access to Camp Creek Parkway, HJAIA and its adjacent restaurants, retail, and entertainment. Greenspace and green roofs will are key features of this area to improve the health and wellness of those who live, work, and play in Six West.

Offices could include international headquarters, medical offices, local university satellite campuses, research centers, and technology incubators. This site's access to the airport also makes it a desirable location for airport-based research and development.

GOLF ENTERTAINMENT DISTRICT

Tying into the Historic College Park Golf Course, the GICC, and HJAIA is an entertainment district providing a regional draw for recreation and entertainment with experiential activities. This district includes a variety of destination entertainment venues for a variety of users, focused on family-friendly entertainment. Development adjacent to the Historic College Park Golf Course will maximize the pleasing views of greens. This includes a renovated Club House with event rentals, estates on the golf course, brewery/retail, and a hotel. Tying into the area is proposed a golf entertainment facility. This district is envisioned to draw regionally (and internationally from HJAIA) as a hub for golf centered entertainment.

PHASE ONE: 2025

Phase One: 2025 prioritizes short-term, strategic efforts that will catalyze investment and development in Six West. Public-Private Partnerships will be utilized to initiate these plans. The street network, parks, trails, cultural center, and golf course updates, among other foundational infrastructure, will set the scene for future district construction.

Phase One: 2025 strategically utilizes undeveloped land for surface parking (focusing public investment on one key parking deck) to be infilled with buildings and parking decks at later stages of development.

PROGRAM

Destination Drivers:
50,000 sf Cultural Center
6 acre Greenspace
Food Truck Plaza
Golf Entertainment Facility
Parking Deck with Rock Climbing Wall
Golf Course Updates
Golf Club Rehab & Event Rentals

Retail:
100,000 sf Storefront Retail
90,000 sf Retail Anchor
10,000 sf Food Hall
8,000 sf Camp Creek Retail

Office:
200,000 sf Office above Retail (Retail District)
200,000 sf Office above Retail (Office District)

Hotel:
150 key hotel
120 key boutique hotel

Incremental Commercial Mixed Use:
195,000 sf

PARKING BY DISTRICTS

Entertainment: 650 spaces
Surface Parking: 650 spaces

Luxury Retail/ Commercial: 1,760 spaces
Deck Parking: 1,030 spaces
Surface Parking: 480 spaces
Street Parking: 260 spaces

Corporate/Headquarter Office: 1,300 spaces
Surface Parking: 1150 spaces
Street Parking: 150 spaces

Camp Creek Frontage: 80 spaces
Surface Parking: 80 spaces

Downtown Infill Retail/ Commercial Incremental Mixed Use: 545 spaces
Surface Parking: 245 spaces
Street Parking: 300 spaces

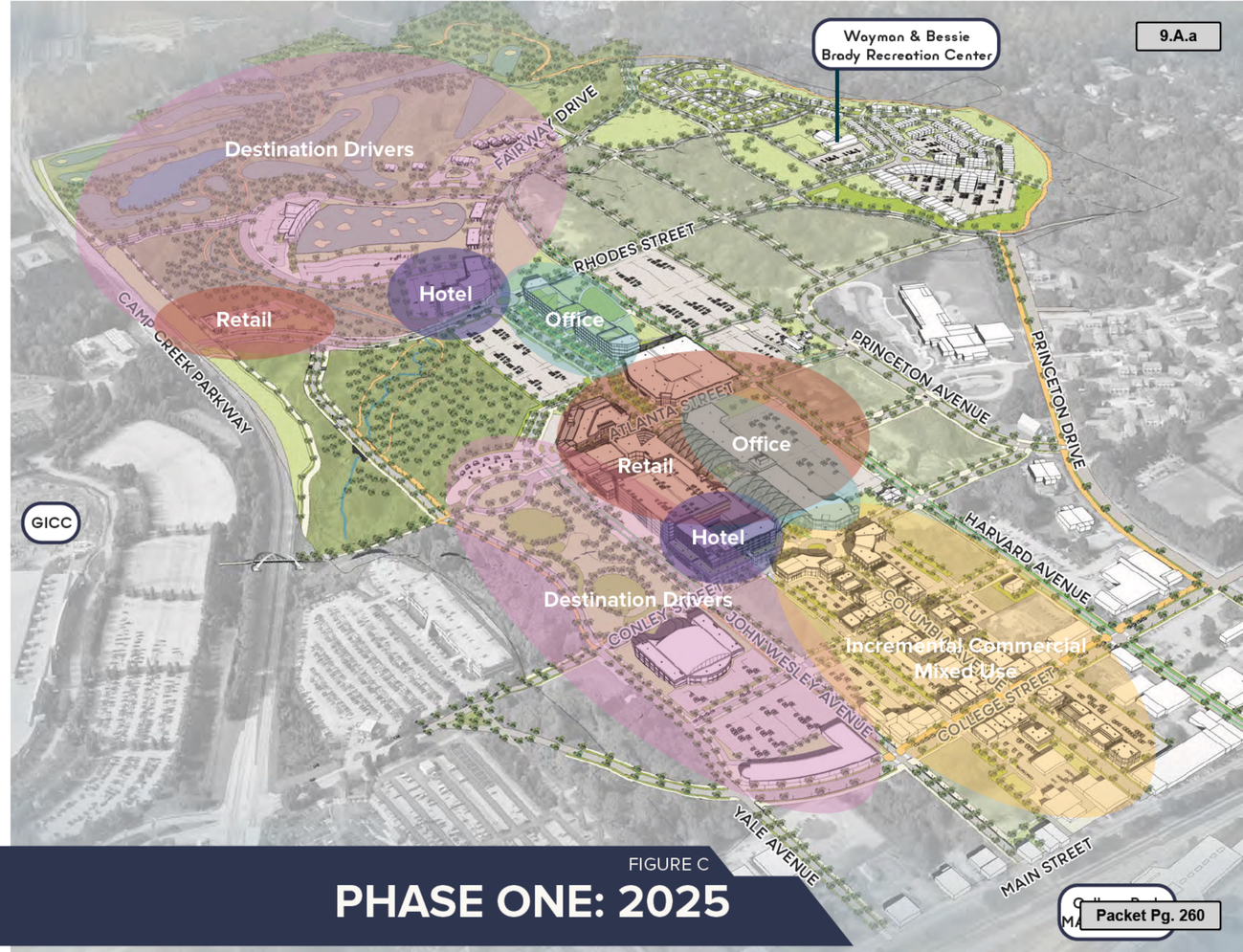


FIGURE C
PHASE ONE: 2025

IMPLEMENTATION

PHASE 1 PRIORITY INFRASTRUCTURE COSTING

The following priority projects and associated costs are key infrastructure projects necessary to complete existing and pending development contracts, including the residential on the north side of Six West and the under-contract hotel, as well as interest in the Office, Retail and Incremental districts. The estimated costs are based on current understanding of project conditions and assumptions, as well as current construction costs in the region, and include soft costs and contingency. These numbers will adjust as further design and engineering are completed. The City is currently working with an engineering consultant to design Rhodes Street from Camp Creek Parkway to Columbia Avenue so the overall Rhodes Street and Bridge figure will need to be adjusted per this further study. The priority infrastructure projects include:

- Rhodes Street from Camp Creek Parkway to the entrance of the residential development, at approximately Redwine Avenue
- Rhodes Street Bridge or Culvert at the stream to allow clearance for the pedestrian/ bicycle trail under Rhodes Street
- Columbia Avenue from Main Street to
- The Stormwater Infrastructure at Landing Park to accommodate stormwater management for the Incremental District and portions of the Retail District
- The Grand Lawn on top of the Stormwater Infrastructure at Landing Park
- The Golf Course Reconfiguration to accommodate the proposed residential on the course.

Priority Infrastructure: **$59,307,252-$62,219,752**

- Rhodes Street: $11,170,350
- Rhodes Street Bridge: $3,300,000 – 4,800,000
  - If a pedestrian culvert is constructed only on one of the stream for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $3,300,000.
  - If a pedestrian culvert is constructed on both sides of the stream for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $4,300,000.
  - If a bridge is constructed over the stream with room for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $4,800,000.
- Columbia Avenue: $34,221,618
- Landing Park Grading and Stormwater Infrastructure: $8,268,731
- Landing Park Grand Lawn on top of Stormwater Basin: $859,053
- Golf Course Reconfiguration: $1,487,500-$2,900,000
  - Option 1 will produce 2 new holes and the course will lose 421 yards (par 34): $1,487,500
  - Option 2 will produce 3 new holes and the course will lose 311 yards (par 34): $1,487,500
  - Option 5 will produce 5 new holes and the course will add 12 yards (par 36): $2,900,000

Add Alternatives are items that would be beneficial to the development to include in Phase 1 Priority Infrastructure as they provide the destination amenities to attract visitors and investors, but are not necessary to complete existing and pending deals. These items are not included in the total cost above. These include:

- Design components to complete Landing Park, including the Fitness Zone, the Splash Park, the Playground, Picnic areas, Pavilion with restrooms, and the Event Lawn/Winter Ice Skating Park
- The Cultural Building
- The Parking Deck with Rock Climbing Wall that fronts the Landing Park

Add Alternatives for Phase 1:

- Landing Park Components: $3,916,031
- Cultural Building: $54,807,148
- Parking Deck with Climbing Wall: $40,324,500

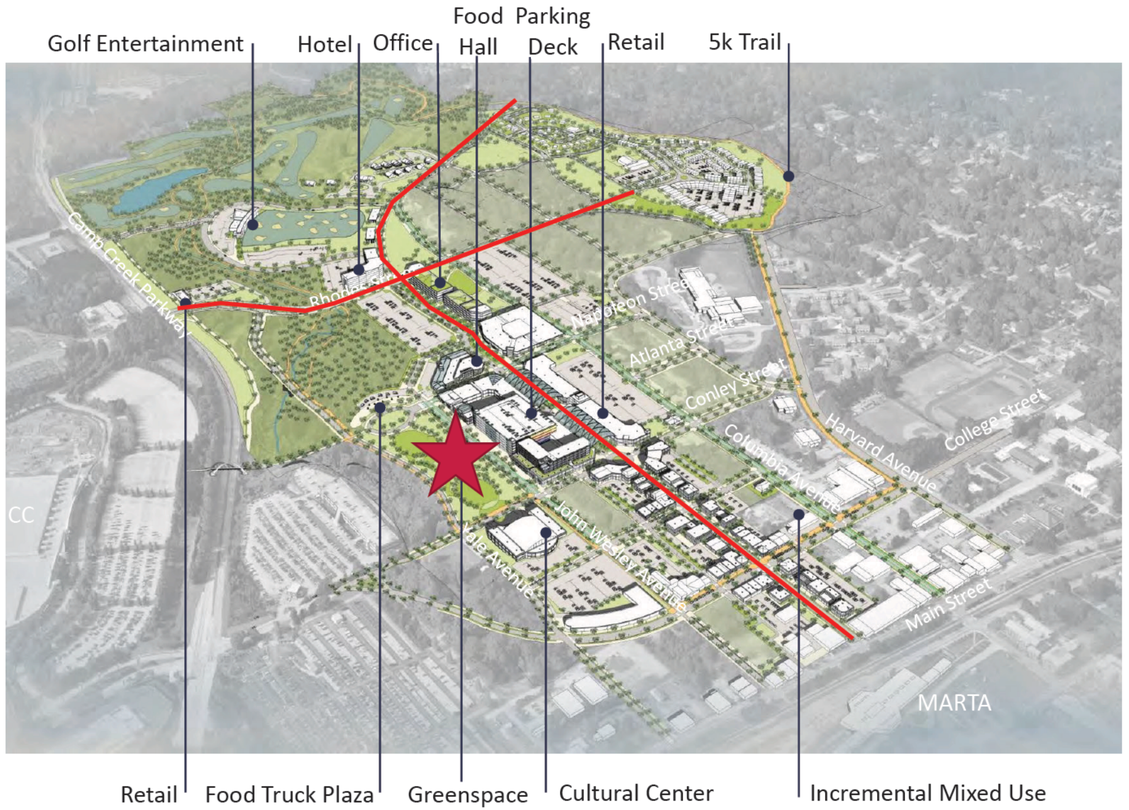


FIGURE D

PHASE 1 PRIORITY INFRASTRUCTURE

IMPLEMENTATION

PHASE 1 INFRASTRUCTURE FULL COST

The following cost estimates include all of the Phase 1 Infrastrucutre Projects. This focused on City led and/or Public-Private-Partnership projects. The estimated costs are based on current understanding of project conditions and assumptions, as well as current construction costs in the region, and include soft costs and contingency. These numbers will adjust as further design and engineering are completed. Please refer to the appendix for the full estimate.

Open Space
Landing Park & Regional Retention
Food Truck Plaza
Golf Course Updates
Cultural Building

Parking
Parking Deck with Rock Climbing Wall
Surface lots

Primary Streets
Rhodes Street
Columbia Avenue

Secondary Streets
John Wesley Avenue
Yale Avenue
Napoleon Street
Conley Street

Pedestrian Infrastructure
Sidewalks/streetscapes on streets above
5k Trail

GROUP	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
SUMMARY					
A	CAMP CREEK DISTRICT				$22,200,741
B	OFFICE DISTRICT				$33,213,188
C	RETAIL DISTRICT				$169,136,228
D	INCREMENTAL DISTRICT				$24,837,092
E	GOLF COURSE AND ENTERTAINMENT DISTRICT				$16,516,974
F	5 K TRAIL				$10,712,309
G	GLOBAL GATEWAY ROAD AND PEDESTRIAN BRIDGE BY OTHERS (NOT INCLUDED IN THIS SCOPE)				$0
	TOTAL PROBABLE PROJECT COST				$276,616,531
	Alternates (Includes all applicable mark-ups)				
	1 Build Bridge @ Rhodes Street (Options)				
	Option 1A: Pedestrian Culvert on One Side of Stream		ADD		$3,300,000
	Option 1B: Pedestrian Culvert on Both Sides of Stream		ADD		$4,300,000
	Option 1C: Bridge over Stream w/Room for 5K Trail		ADD		$4,800,000
	2 Build Decorative CLT Structure w/E Canopy @ Retail Plaza		ADD		$25,125,000
	3 Golf Course Options				
	Option 3A: Provide 2 New Holes and Lose 421 Yards (Par 34)		ADD		$1,487,500
	Option 3B: Provide 3 New Holes and Lose 311 Yards (Par 34)		ADD		$1,487,500
	Option 3C: Provide 5 New Holes and Add 12 Yards (Par 36)		ADD		$2,900,000
	Estimate Exclusions:				
	The following costs are not included in this estimate:				
	1. Parking lot operational costs nor management costs				
	2. Global Gateway Pedestrian Bridge				
	3. Global Gateway Approach to Bridge				
	4. Golf Course Construction				
	5. R.O.W Acquisition				
	Other Assumptions:				
	Anticipated Bid Date: 2nd Quarter 2021				
	Estimate assumes using the design/bid/build delivery method.				
	Estimate assumes receiving bids from at least four (4) qualified general contractors.				
	Estimate assumes normal working hours.				

GROUP		DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
A	CAMP CREEK DISTRICT					
	A1	Sidewalk Improvements along Camp Creek Road	1	LS	6,371,377	
	A2	Parking - Camp Creek District	1	LS	764,898	
	A3	Rhodes Street	1	LS	11,170,350	
	A4	Camp Creek Connector Road to Golf Course (Camp Creek District)	1	LS	3,057,318	
	A5	Intersection Improvements - Airport Drive & Rhodes Street	1	LS	549,962	
	A6	Intersection Improvements - Camp Creek Corridor	1	LS	286,837	
	TOTAL PROBABLE CONSTRUCTION COST				$22,200,741	
B	OFFICE DISTRICT					
	B1	Parking - Office District	1	LS	10,995,410	
	B2	Columbia Avenue / Fairway Street (Office District)	1	LS	19,172,298	
	B3	Harvard Street (Office District)	1	LS	2,288,241	
	B4	Intersection Improvements	1	LS	757,249	
	TOTAL PROBABLE CONSTRUCTION COST				$33,213,188	
C	RETAIL DISTRICT					
	C1	Cultural Center	1	LS	54,807,148	
	C2	6 Acre Green Space	1	LS	17,723,994	
	C3	Parking - Retail District	1	LS	57,768,929	
	C4	Columbia Avenue (Retail District)	1	LS	9,369,860	
	C5	John Wesley Avenue (Retail District)	1	LS	5,498,039	
	C6	Yale Avenue (Retail District)	1	LS	4,308,525	
	C7	Napolean Street (Retail District)	1	LS	3,441,203	
	C8	Conley Street (Retail District)	1	LS	9,351,959	
	C9	Harvard Street (Retail District)	1	LS	6,249,871	
	C10	Intersection Improvements - Conley / Convention Center	1	LS	616,699	
	TOTAL PROBABLE CONSTRUCTION COST				$169,136,228	
D	INCREMENTAL DISTRICT					
	D1	Parking - Incremental District	1	LS	2,342,500	
	D2	Columbia Avenue (Incremental District)	1	LS	5,679,470	
	D3	John Wesley Avenue (Incremental District)	1	LS	4,897,653	
	D4	Yale Avenue (Incremental District)	1	LS	2,999,202	
	D5	Victoria Street (Incremental District)	1	LS	3,915,180	
	D6	Harvard Street (Incremental District)	1	LS	4,311,810	
	D7	Intersection Improvements - Columbia Avenue at Main Street	1	LS	691,277	
	TOTAL PROBABLE CONSTRUCTION COST				$24,837,092	
E	GOLF COURSE AND ENTERTAINMENT DISTRICT					
	E1	Parking - Golf Course / Entertainment District	1	LS	6,214,797	
	E2	Loop Road from Camp Creek to Columbia (Golf Course District)	1	LS	10,302,177	
	TOTAL PROBABLE CONSTRUCTION COST				$16,516,974	
F	5 K TRAIL					
	TOTAL PROBABLE CONSTRUCTION COST				$10,712,309	

FIGURE E

PHASE 1 INFRASTRUCTURE FULL COST

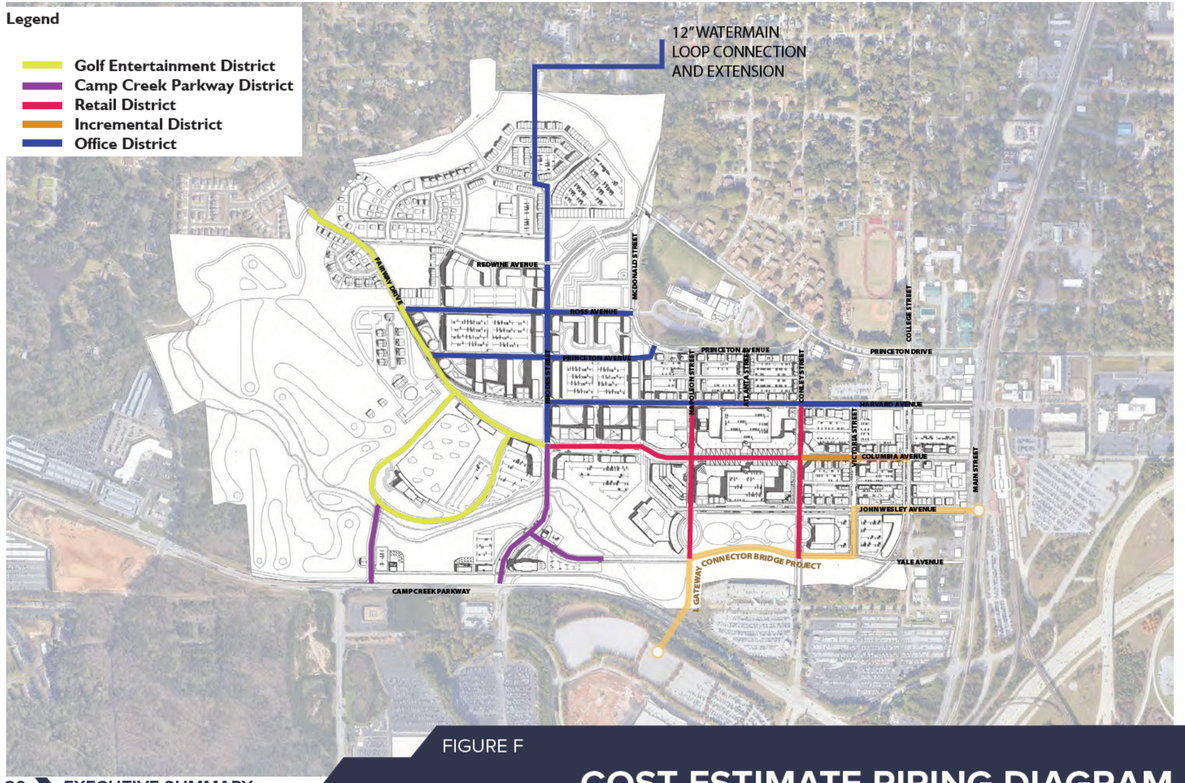


FIGURE F

COST ESTIMATE PIPING DIAGRAM

IMPLEMENTATION

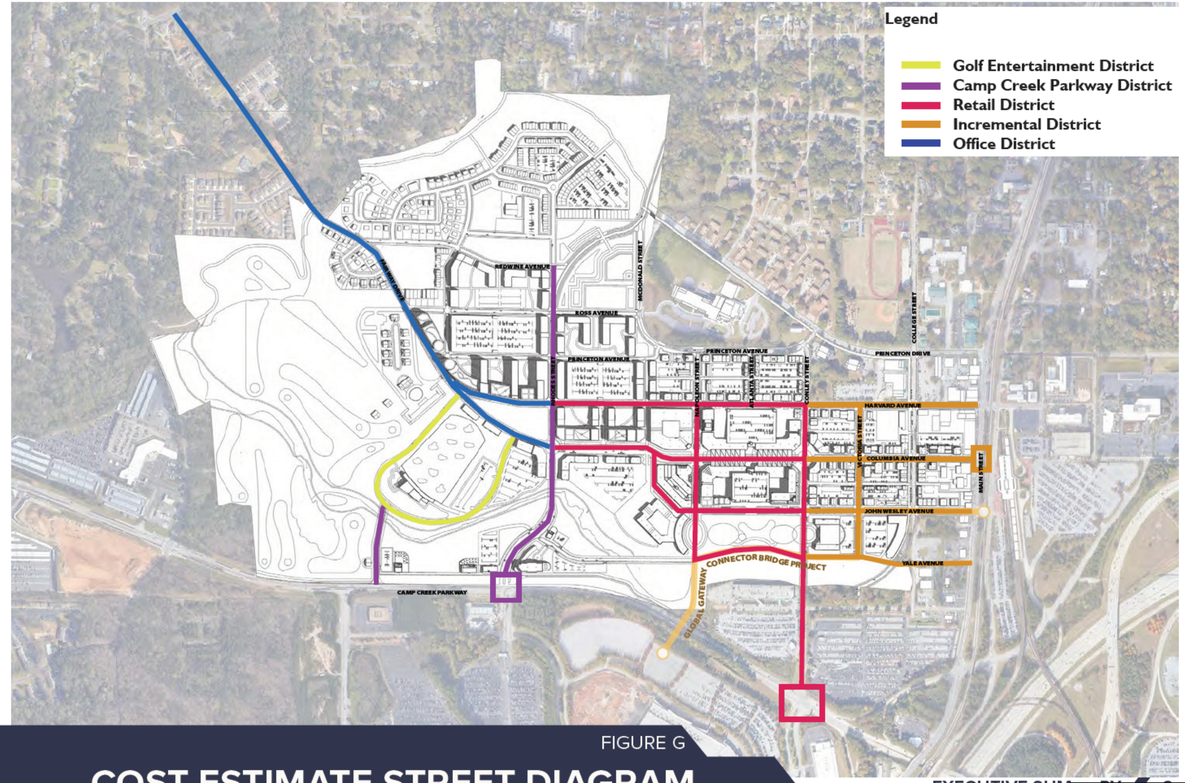


FIGURE G

COST ESTIMATE STREET DIAGRAM

IMPLEMENTATION

Estimated Asset Valuation
Ackerman & Company provided estimated valuations for development projects as identified in this master plan. Figure H identifies valuations for anticipated development in the first year as much of this property is under contract or pending a purchase offer. Figure I provides valuations for the remainder of the project.

YEAR 1 – UNDER CONTRACT/LETTER OF INTENT

Property Type	Size (AC)	Est. Sales $	Size (SF)/ # Units	Est. Asset Valuation	Comments
Residential – 1	56	$8.5M	448	$157M	Existing contract.
Multifamily			260	$70M	
SFH/Townhomes			188	$87M	
Residential – 2	4.5	$1.5M	24	$14M	Existing contract.
Golf Entertainment	15	$7.5M	TBD	$250M	Pending purchase offer/Negotiations.
Hotel #1	3	$3.6M	125k	$41M	Existing contract.
Incremental	4	$1.0M	52k	$17M	Includes: 40k MOB, 4.5k SF Confection/Ice Cream, 7.5k SF Live Jazz Venue
TOTALS	83	$22M		$479M	

FIGURE H

YEAR 1 VALUATIONS

IMPLEMENTATION

Property Type	Size (AC)	Est. Land Sales	Size (SF)/ # Units	Est. Asset Valuation	Comments
Office	45	$23M	2.3M	$709M	The revised numbers reflect market activity over the past 6-months to provide a more accurate picture of the current climate.
Residential – 1	56	$8.5M	448	$157M	
Residential – 2	4.5	$1.5M	24	$14M	
Hotels (4)	20	$14.4M	500k	$210M	
Golf Entertainment	15	$7.5M	TBD	$250M	Disclaimer: The information presented here largely covers market activity during Jan 2020 – June 2020 and is derived from sources deemed reliable, but we provide no guarantees.
Retail	25	$12.5M	216k	$77M	
Incremental	30	$7.5M	574k	$123M	
Golf Course	109	N/A	N/A	$4.5M	
TOTALS	305	$75M		$1.5B	

FIGURE I

FULL BUILD OUT VALUATIONS

IMPLEMENTATION

FINANCING AND INCENTIVES
The following incentives are available to the development community in the City of College Park Six West development:

- Federal Opportunity Zone
- State Opportunity Zone
  - Georgia Best Job Tax Credit
- Streamline Permitting
- Entitlement
- Regional Retention
- Amenities
- Parking
- TAD
- Tax Abatement

FEDERAL OPPORTUNITY ZONE
Federal Opportunity Zones are economically distressed communities where new investments may be eligible for preferential tax treatment. They are designed to spur economic development and job creation.

GEORGIA BEST JOB TAX CREDIT
In addition, the State of Georgia offers tax credits up to $4,500 per job for 5 years to offset the state income tax.

STREAMLINE PERMITTING AND ENTITLEMENT
The City can offer streamline permitting for the Six West development, particularly projects that meet this master plan and the zoning regulations. The development has already been entitled to meet development programs as outlined in this report.

REGIONAL RETENTION
Regional retention upgrades are planned to deal with stormwater management for the Retail and Incremental Districts.

AMENITIES
City invested amenities will include greenspace, streetscapes, and a cultural center.

PARKING
City owned and operated parking lots will provide necessary parking for a majority of the site.

TAX ALLOCATION DISTRICT (TAD)
Also known as tax increment financing (TIF), tax allocation financing is a redevelopment and financing tool by which governments can provide financial assistance to eligible public and private redevelopment efforts within an officially designated area or TAD. Increases in property tax revenues, which are generated primarily from new investment in the district, are allocated to pay infrastructure costs or certain private development costs within the TAD. This is primarily done through the issuance of tax allocation district bonds. Approval to establish a TAD must be obtained from all governments with tax authority within the district (City, County, and school) in order to use all portions of property tax revenues

TAX ABATEMENT
Tax abatements are reductions in the amount of taxes an individual or company is responsible for paying. Property tax abatements are offered by some cities in the form of programs that reduce or eliminate property tax payments on qualifying property for a set amount of time to be determined on an individual case basis. These abatement programs are focused on attracting revenue to those areas that need the influx of urban renewal in an attempt to revitalize those areas with business, jobs or local infrastructure.

5.4 SCHEDULE

SCHEDULE
A preliminary schedule of activities has been developed and is provided in Figures J and K. As shown, it is anticipated that the follow up planning process, environmental studies, permitting and design will require approximately 40 months to complete. Following these activities, the project would be ready for advertisement for construction bids. Construction is anticipated to require approximately one year to complete (210 days).

TASK	Duration	Start Date	End Date
Preliminary Investigations	**180**	**10/5/2020**	**4/9/2021**
Develop Project Survey Control Package	30	10/5/2020	11/4/2020
Field Survey	30	11/16/2020	12/16/2020
Overhad/Subsurface Utility Engineering (SUE) investigation	60	12/28/2020	2/26/2021
Geotechnical Investigations	60	2/8/2021	4/9/2021
Database and Preliminary Investigations Complete	0	3/22/2021	3/22/2021
Environmental Process	**660**	**10/5/2020**	**1/13/2022**
Ecology Survey	60	10/5/2020	12/4/2020
Historical Survey	60	10/5/2020	12/4/2020
Archaeological Survey	60	10/5/2020	12/4/2020
Noise Analysis	60	10/5/2020	12/4/2020
Wetland Deliniation	30	10/5/2020	11/4/2020
NEPA Document Summary	60	12/7/2020	2/5/2021
FHWA Review and Approval of Environmental Document	90	2/8/2021	5/9/2021
Revise and Address Environmental Comments	90	5/12/2021	8/10/2021
Stakeholder Engagement	60	8/13/2021	10/12/2021
Submit revised Environmental Document For approval	0	10/12/2021	10/12/2021
FHWA Review and Approval of Environmental Document	90	10/15/2021	1/13/2022
Preliminary Design	**570**	**1/16/2022**	**12/12/2022**
Geometric Design	60	1/16/2022	3/17/2022
Site/Grading Design	30	3/20/2022	4/19/2022
Utility Coordination	90	3/20/2022	6/18/2022
Landscape Coordination	60	3/20/2022	5/19/2022
Hydraulic Study/Drainage Design	90	3/20/2022	6/18/2022
Bridge Design	60	6/21/2022	8/20/2022
Retaining Walls and Minor Strucutures	60	6/21/2022	8/20/2022
Signage and Marking Plans	15	6/21/2022	7/6/2022
Plan Production and Submittal to Review Agencies	30	8/23/2022	9/22/2022
Agency Review and Comment Period	45	9/25/2022	11/9/2022
Stakeholder Engagement/Public Involvement	30	11/12/2022	12/12/2022
Permitting	**390**	**6/21/2022**	**2/16/2023**
Section 404 Individual Permit	240	6/21/2022	2/16/2023
Municipal separate storm sewer system (MS4)Permit Compliance	150	6/21/2022	11/18/2022

FIGURE J
SCHEDULE

IMPLEMENTATION

Final Design Phase	**675**	**11/12/2022**	**10/26/2023**
Incorporate Comments from Review Agencies	30	11/12/2022	12/12/2022
Site/Grading Design	30	11/12/2022	12/12/2022
Utility Relocation Plan	60	12/15/2022	2/13/2023
Lighting	60	11/12/2022	1/11/2023
Finalize Drainage Design	60	11/12/2022	1/11/2023
Finalize Landscape Design	45	11/12/2022	12/27/2022
Bridge Design	90	12/30/2022	3/30/2023
Finalize Retaining Walls and Minor Structures	60	12/15/2022	2/13/2023
Finalize Signing and Marking Plan	60	2/16/2023	4/17/2023
Erosion Control	60	4/20/2023	6/19/2023
Traffic Control Plan	30	6/22/2023	7/22/2023
Plan Production and Submittal to Review Agencies	30	7/25/2023	8/24/2023
Agency Review and Comment Period	60	8/27/2023	10/26/2023
Final Submittals and Permitting	120		
Utility Aggreements	60	10/29/2023	12/28/2023
NOI Permit	60	10/29/2023	12/28/2023
Construction Authorization	0	12/31/2023	12/31/2023
Bidding Period	**45**	**12/31/2023**	**2/17/2024**
Advertise for Bids	0	12/31/2023	12/31/2023
Bid/Award Period	45	1/3/2024	2/17/2024
Recommendation for Award and Board Approval	0	2/17/2024	2/17/2024
Construction	**210**	**2/20/2024**	**9/17/2024**
Construction	210	2/20/2024	9/17/2024

FIGURE K

SCHEDULE

1.0 INTRODUCTION

1.1 SIX WEST DISTRICT PLANS OVERVIEW

The Six West District Plans document follows the 2019 Six West (formerly Airport City) Master Plan effort, approved by Mayor, Council and BIDA in August 2019. The 2019 Master Plan studied 320 acres of redevelopable, greenfield land directly west of the world's busiest airport, Hartsfield-Jackson Atlanta International Airport (HJAIA), charming Downtown College Park, and directly north of the Georgia International Convention Center and the new home of Hawks NBA G League team.

This District Plans study aims to refine the 2019 overall site master plan, as shown in Figure 1.1B, by focusing in on specific district areas and working with the community and interested developers/tenants to create a detailed mix of uses, parking strategies, and development standards for each district. The five districts detailed in this master plan include:

- Corporate/Headquarter Office
- Entertainment
- Camp Creek
- Luxury Retail/Commercial
- Incremental

Then Phase One recommendations are proposed as tangible actions that can be accomplished by 2025.

THE SITE

Between the 1970s and early 2000s, the City of Atlanta acquired and demolished hundreds of housing units for Airport Noise Reduction (ANR) purposes as part of HJAIA expansion, as a result the property has mostly laid vacant. The City of College Park and its Business and Industrial Development Authority (BIDA) have worked to purchase back these 320 acres from the City of Atlanta and now has an incredible opportunity to reinvigorate the community, entice global visitors, and boost the local economy.

The study area encompasses Herschel Road to the west, Camp Creek Parkway to the south, College Street on the east, and extends north to Princeton Avenue and Camp Creek waterway. Refer to Figure 1.1A.

The Six West study area is rich with opportunity and potential. Due to the airport's expansion and subsequent property condemnation, few households and businesses remain inside the study area. However, a wealth of community assets can be found just beyond Six West. Invaluable social networks and city pride keep residents active and engaged. Two MARTA stations (College Park and Airport), HJAIA, and multiple highways provide access to the greater Atlanta region and the world. Historic Downtown College Park provides a unique, local commercial district, with historic architecture and a pedestrian-friendly street grid – all of which is proposed to be connected into the Six West development.

MASTER PLAN GOALS

Six West Master Plan recommendations address project goals, key area issues, and visions as identified through an existing conditions analysis, a thorough understanding of the area market dynamics (strengths and weaknesses), cost estimating and scheduling, and the needs, aspirations and desires of the community. The plan aims to encourage strategic and sustainable community-centered development to create a publicly accessible, live, work, and play community and global destination at this highly desirable site.

COMMUNITY & STAKEHOLDER ENGAGEMENT

The Team engaged the community throughout the Six West master planning process with videos, two online community meetings, interviews with developers who have signed Letters of Interest (LOIs), and interviews with local development experts. In addition, the Team presented to the Mayor, City Council, and BIDA to get feedback along the way.

FIGURE 1.1A
STUDY AREA CONTEXT

1.2 BACKGROUND

The City of College Park is 10.1 square miles sitting at the southern border of the City of Atlanta and the western edge of the Hartsfield-Jackson Atlanta International Airport (HJAIA), in fact, the Domestic Terminal lies within the boundaries of College Park. The airport has greatly shaped the City of College Park and continues to be tied to its future growth. It connects College Park businesses to the world. Outside of the airport, the existing community assets and engaged residents form the critical foundation to investment and growth.
Just east of the study area lies the charming and historic Main Street corridor with thriving local businesses, MARTA rail and bus service, and the City's government offices. This downtown district is known as Historic College Park – Georgia's fourth largest Historic District – and a gem in the Atlanta region. Residents and business owners take pride in this history and unique character – what makes College Park. In planning Six West it will be imperative to expand the City's economic base while preserving the City's historic downtown appeal.

The Six West master plan has the ability to capitalize on the study area's connections to Hartsfield-Jackson Atlanta International Airport (HJAIA), the Georgia International Convention Center (GICC), the convenient interstate access, and Metropolitan Atlanta Rapid Transit Authority (MARTA) to become the Gateway to the Atlanta Region.

To incorporate a mix of land uses that serve the local and global community, Six West is divided into five districts. Within each district a mix of uses is encouraged, along with the primary tenant types. The districts include:

- Luxury Retail/Commercial District
- Camp Creek District
- Incremental District
- Corporate/Headquarter Office District
- Golf Entertainment District

LEGEND

- Corporate/Headquarter Office District
- Golf Entertainment District
- Camp Creek District
- Luxury Retail/Commercial District
- Downtown Infill Retail/ Commercial Incremental District

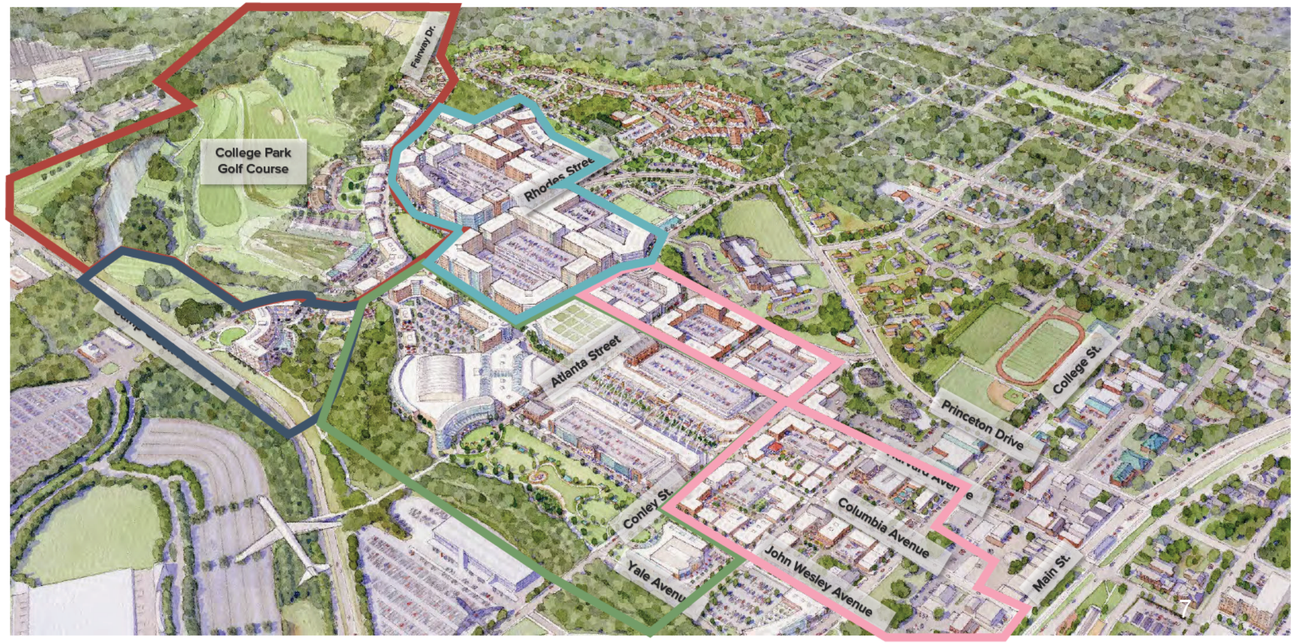


FIGURE 1.2A
SIX WEST FRAMEWORK

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.

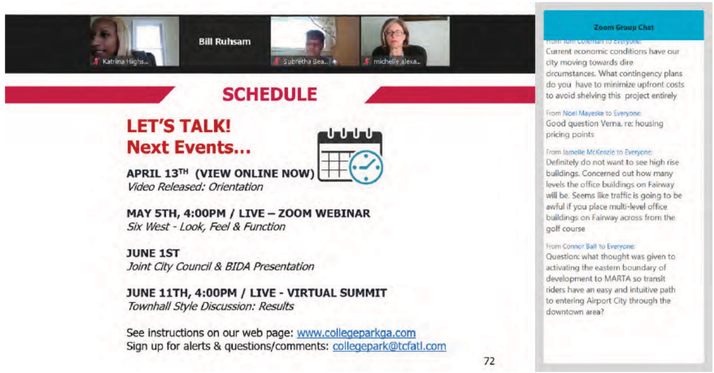
PUBLIC SURVEY

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 participants**

367 Views

27 Views



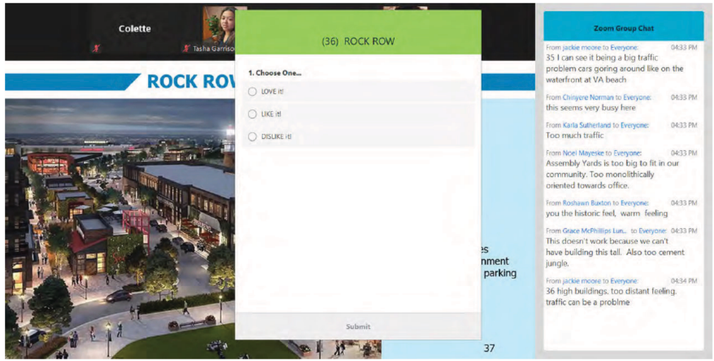
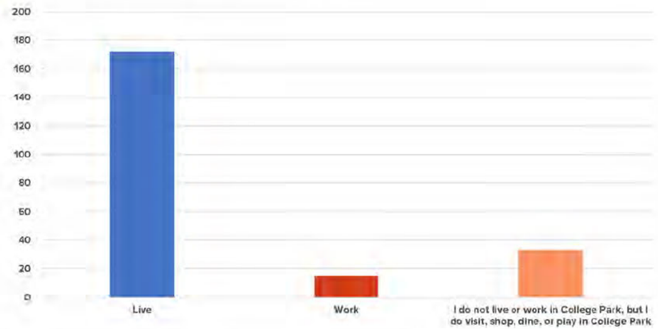


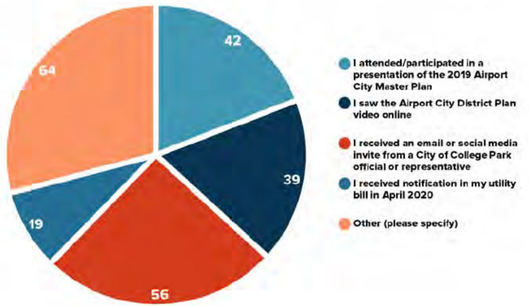
FIGURE 2.1A

MAY 5TH LIVE WEBINAR

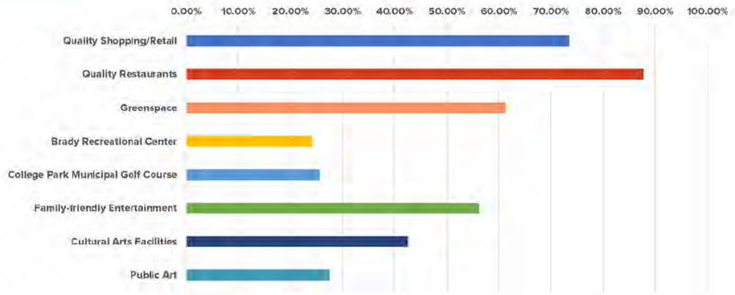
Q1 Do you live or work in the City of College Park?



Q2 How did you hear about the **Six West** (formerly known as Airport City) project?



Q6 What would attract you and your family to the Six West development? (Type "YES" by your top 3 choices)



Q7 What improvements would you like to see to the College Park Municipal Golf Course?

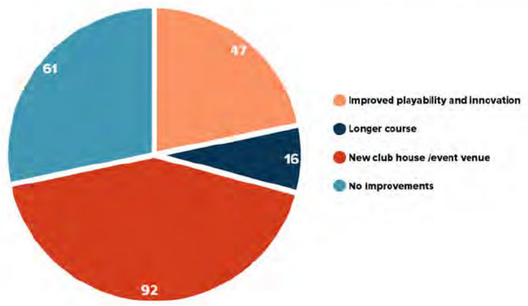
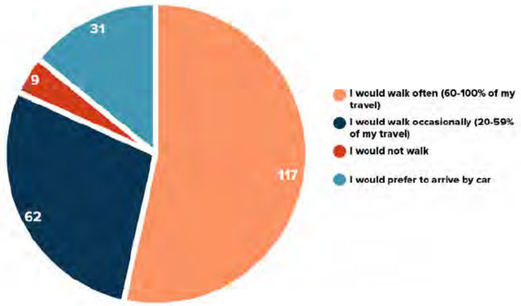


FIGURE 2.1B

COMMUNITY SURVEY RESULTS

Q8 If connected sidewalks and multi-use trails were available, how likely would you be to arrive to Six West by foot?



Q9 If bicycle lanes and trails were available, how likely would you be to arrive to Six West by bicycle?

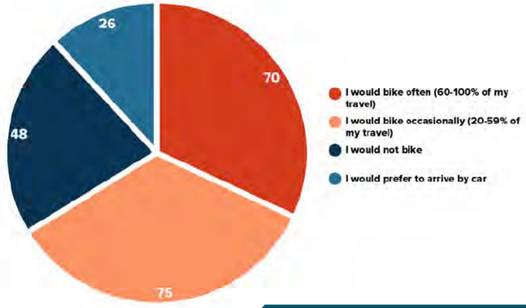


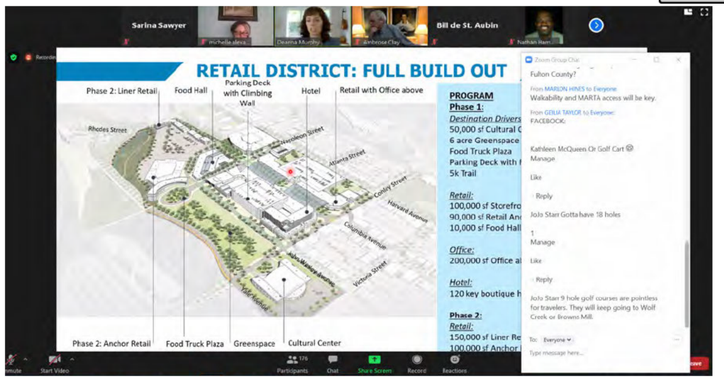
FIGURE 2.1C

COMMUNITY SURVEY RESULTS

LIVE **328 participants**

611 Views

YouTube **52 Views**



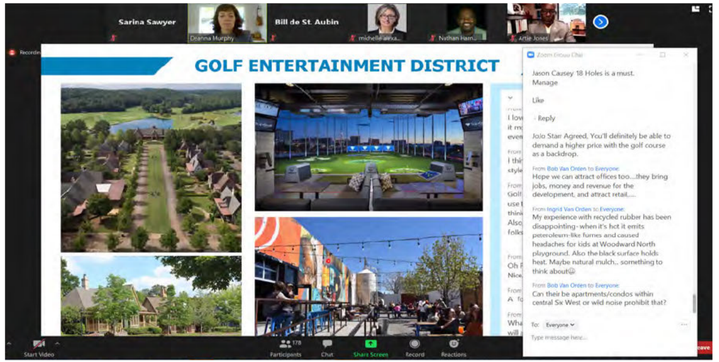


FIGURE 2.1D

JUNE 11 MEETING

FACTS & ANALYSIS 43

3.0 FACTS & ANALYSIS

The following pages illustrate site analysis for the overall Six West site and each district. This site analysis is based on an ALTA site survey completed by the City in 2020 for the entire Six West study area. Topography, hydrology, and utilities are critical to understanding and shaping development possibilities. Therefore, they are mapped in this section so that the district plans can factor them into their implementation.

The analysis begins with the overall site attributes and then breaks down the districts into three unique areas. Camp Creek and Office Districts, 2. Golf District, and 3. Incremental and Retail Districts.

3.1 OVERALL ANALYSIS

OVERALL UTILITIES
Figure 3.1A identifies the location of existing roads, power lines, power structures, sewer lines, sewer manholes, water lines, water manholes, natural gas lines, and communication lines.

Knowing the locations of existing utilities is key to understanding the costs of development. Proper strategies can then be implemented to integrate existing utilities into plans or the construction of new utilities must be factored into the concept plan.

This shows an overall picture of the status of utilities in the study area. District-specific locations of utilities will be highlighted in detailed maps in the following section.

The original Airport City plan recommended a 12" water main extension, extending the existing 12" water main at the corner of Pierce Street and Cambridge Avenue, then proceeds south on Pierce Street to Park Terrace, then west on Park Terrace to Brenningham Drive, then south on Brenningham Drive and Rhodes Street to Columbia Avenue, then east on Columbia Avenue to College Street and connects to the existing 12" water main there creating a 12" main transmission water line for Six West. Additional 12" water line proceeds south on Conley Street from Columbia Avenue to Oxford Avenue providing for future opportunity to extend the 12" water line to the north side of Camp Creek Parkway.

Old 6" distribution water lines can then be upgraded to 8" water lines and existing 8" water lines can be reconnected to provide domestic and fire services to the retail, commercial and residential areas of Six West. Fire Hydrant spacing and new Fire Hydrant installations will be spaced at 500' intervals for residential areas and 300' intervals for retail and commercial areas in accordance with fire prevention and protection ordinances.

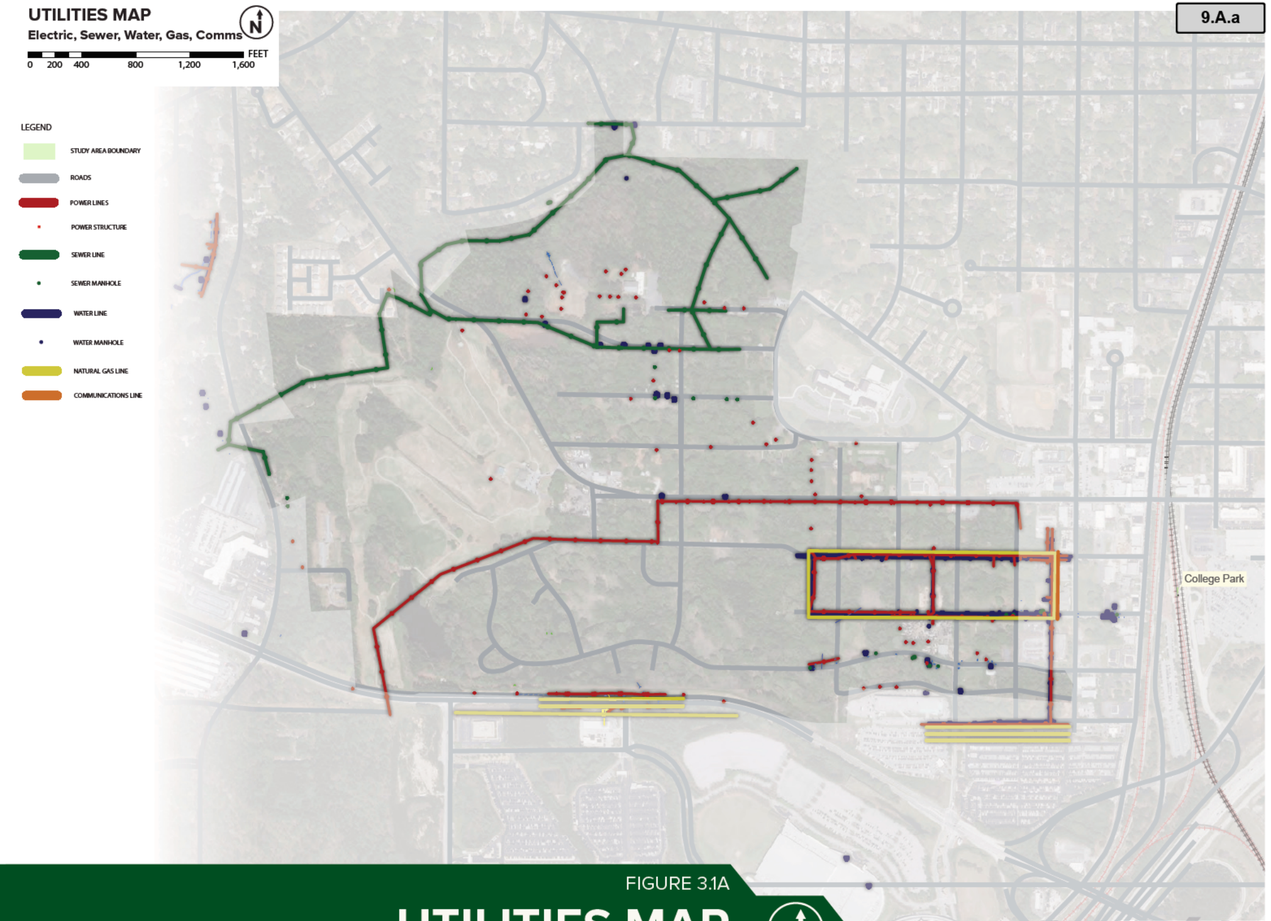


FIGURE 3.1A
UTILITIES MAP

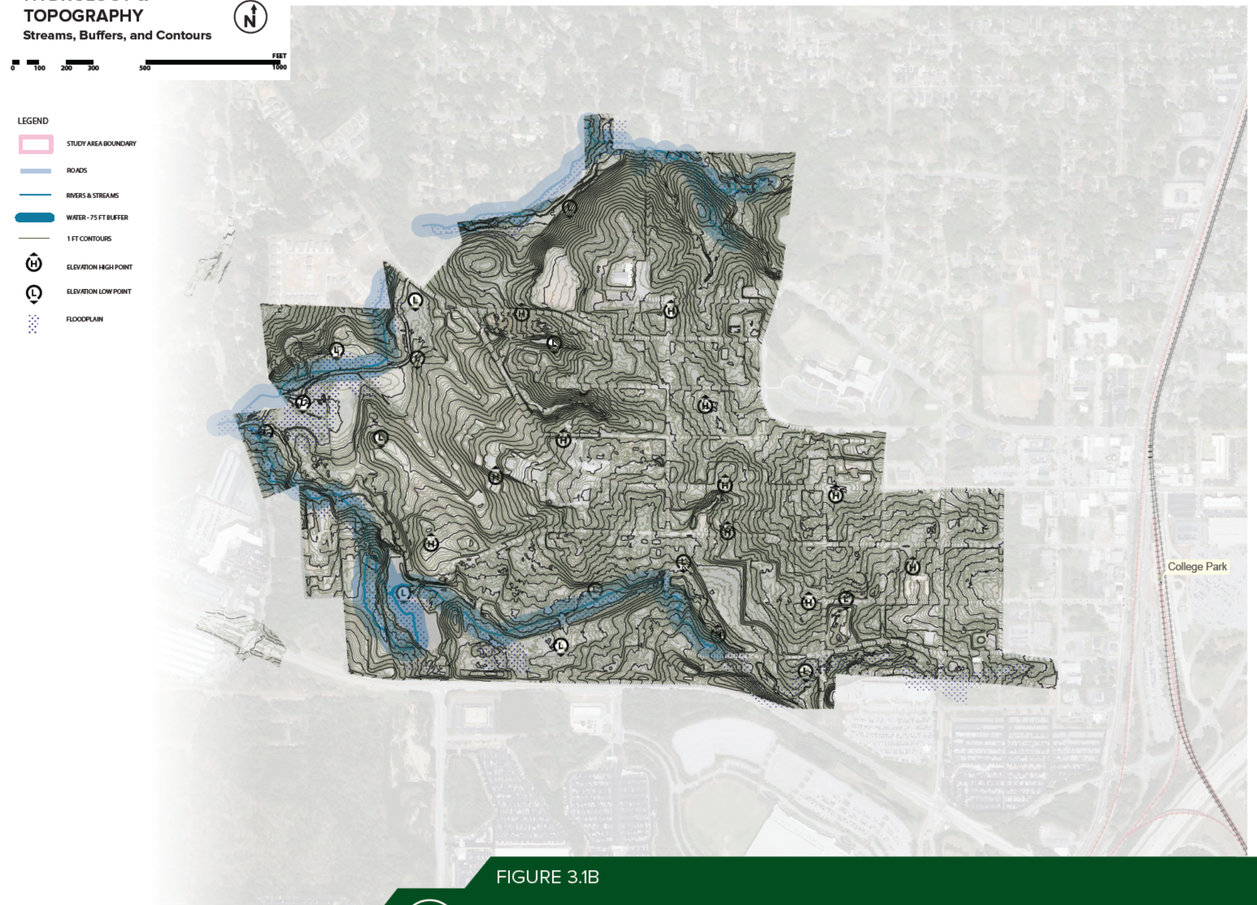


FIGURE 3.1B

TOPOGRAPHY MAP

OVERALL TOPOGRAPHY & HYDROLOGY

Six West includes significant grade change across the site, partially due to the spurs of Camp Creek Parkway that flow at the northern and southern edges of the development. A series of local high points are present within the boundary; however, the highest point of the site is located near the intersection of Harvard Avenue and Napoleon Street at an elevation of 1050'.

Both spurs of Camp Creek will greatly shape Six West, as any redevelopment must honor the Clean Water Act and maintain buffers around the creek. Likewise, there is a lake on the golf course that will also need to maintain a buffer. These waterways also create floodplains which renders the area undevelopable along Camp Creek.

Refer to Figure 3.1B.

STORMWATER BASINS

The existing grading results in a natural ridge formed along the West Harvard Avenue and Fairway Drive, diverting flows to both the southwest and the northwest. Both larger basins, as a result of the natural ridge, drain to Camp Creek flowing northeast around the perimeter of the Six West Development area. Areas of the development to the southside of West Harvard and Fairway flow to the south and are captured and conveyed to Camp Creek via a tributary stream. This tributary to Camp Creek acts as the receiving water for the Camp Creek Frontage, Golf Entertainment, Incremental, Retail, and small portions of the Office Districts. Regional stormwater currently in place within the Incremental and Retail District shall remain as a reworked stormwater management approach and incorporated into the 6-acre stormwater park. The other districts contributing to the Camp Creek tributary shall use both regional and project specific stormwater management practices dependent on the layout of the proposed development. In most cases, project specific practices will result in the more efficient use of land allowing additional areas of development.

The low-lying areas adjacent to the Camp Creek and tributary feeding Camp Creek are included in a FEMA 100-year floodplain. Development within these areas is possible, however extensive modeling and coordination through design and permitting would be necessary with FEMA. It is recommended to limit building development to the areas outside of the FEMA delineated 100-year floodplain and restrict any excessive grading within the floodplain areas that may result in flooding impacts downstream.

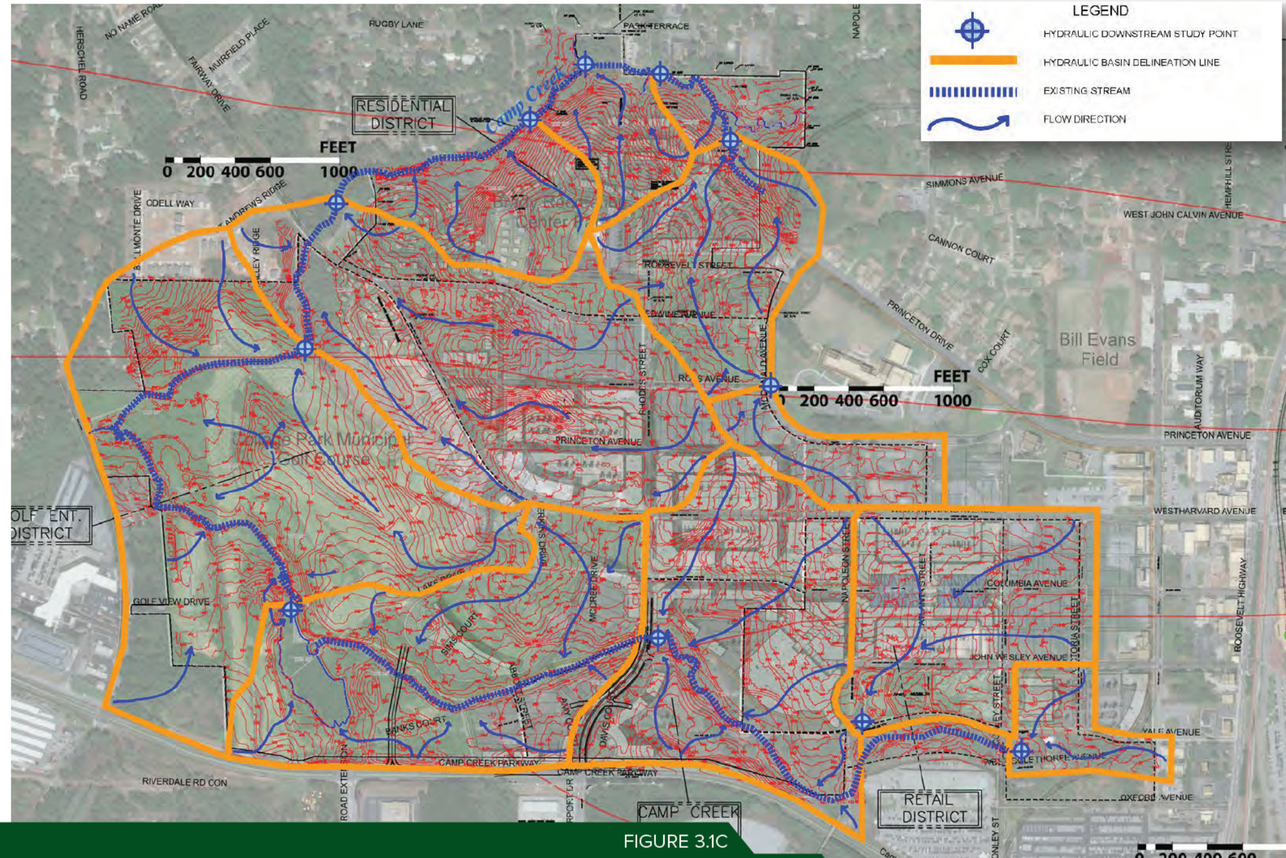


FIGURE 3.1C

STORMWATER BASINS

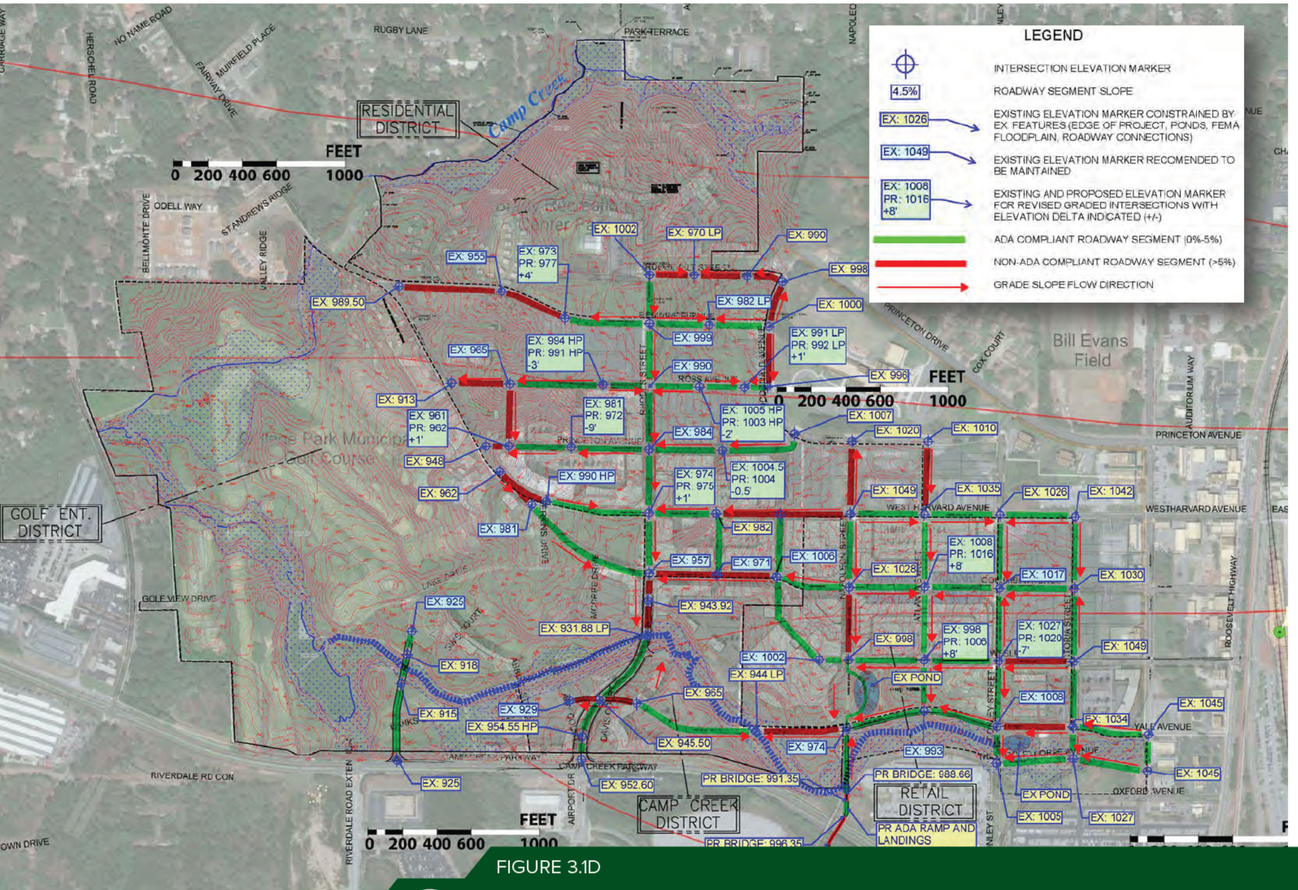


FIGURE 3.1D

MASS GRADING

MASS GRADING

The overall project area currently experiences significant grade changes from east to west across the site with a regional high point at the intersection of Napoleon Street and West Harvard Avenue at an elevation of 1050. Areas of the development to the north of West Harvard and Fairway drain directly into Camp Creek along the northern boundary of the Six West Development. These areas are much steeper in grade and are included within the Office District and the residential development areas. As a result of the steep grading, regional detention is not likely a suitable option for these areas and project/development specific stormwater detention may be necessary.

Adjustments to specific intersections within the Six West Development boundary have been identified that allows for the improvement of the development building area, limits the amount of cut or fill grading activities, and improves/maintains the accessible walkability of the district. A total of ten intersections have been identified as points of change that attribute to overall improvement of the development. The areas of improvement for the Incremental and Retail District are focused along the Atlanta and Conley Streets resulting in roadway slopes improved to fall within Americans with Disability Act (ADA) maximum slopes. The Office District identifies improvement within the intersections near Princeton Avenue and Rhodes Street. The goal of these improvements is also to improve the ADA walkability and accessibility of the district. As the roadway connections extend west and north, the existing grading of the site prohibits the adjustment of grade without experiencing significant grading activities or adjustment of the surrounding development areas.

3.2 CAMP CREEK AND OFFICE DISTRICTS UTILITIES

The Camp Creek and Office District are highlighted in Figure 3.2A.

Power lines and structures, as shown in red, run along West Harvard Avenue, through the Office District, until Rhodes Street where they drop south to Lake Drive. These West Harvard power lines are large transmission structures, as shown in Figure 3.2B. At the northern border of the Office District there is a sewer line and several water manholes.

Water access is needed for redevelopment of these districts, as such, the original Airport City plan recommended a 12" water main extension, refer to the full description on Page 36.

Currently, there are no utilities within the borders of the Camp Creek District. However, there are power and natural gas lines underneath Camp Creek Parkway just south of the district.

Transmission Lines on West Harvard Avenue Figure 3.2B

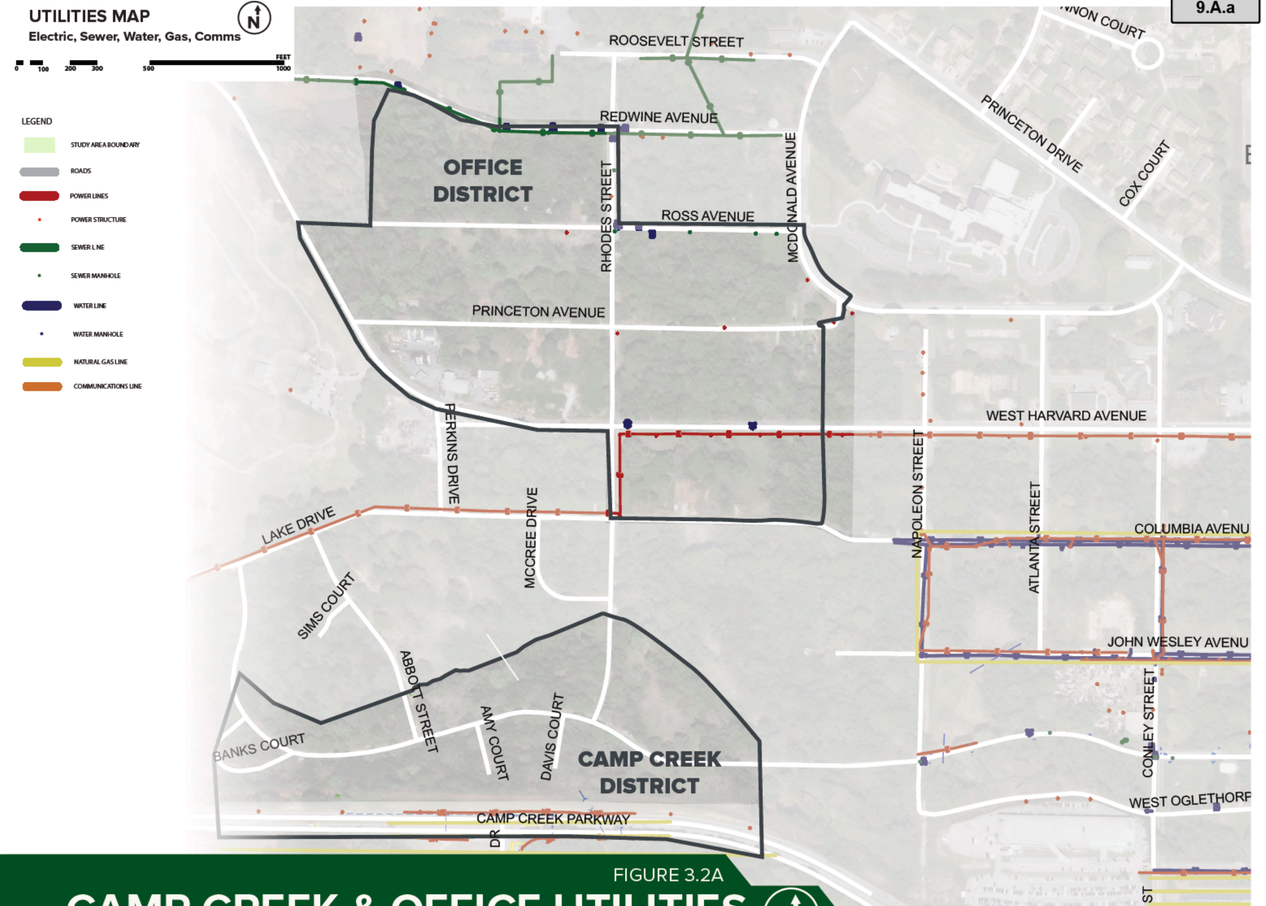


FIGURE 3.2A

CAMP CREEK & OFFICE UTILITIES

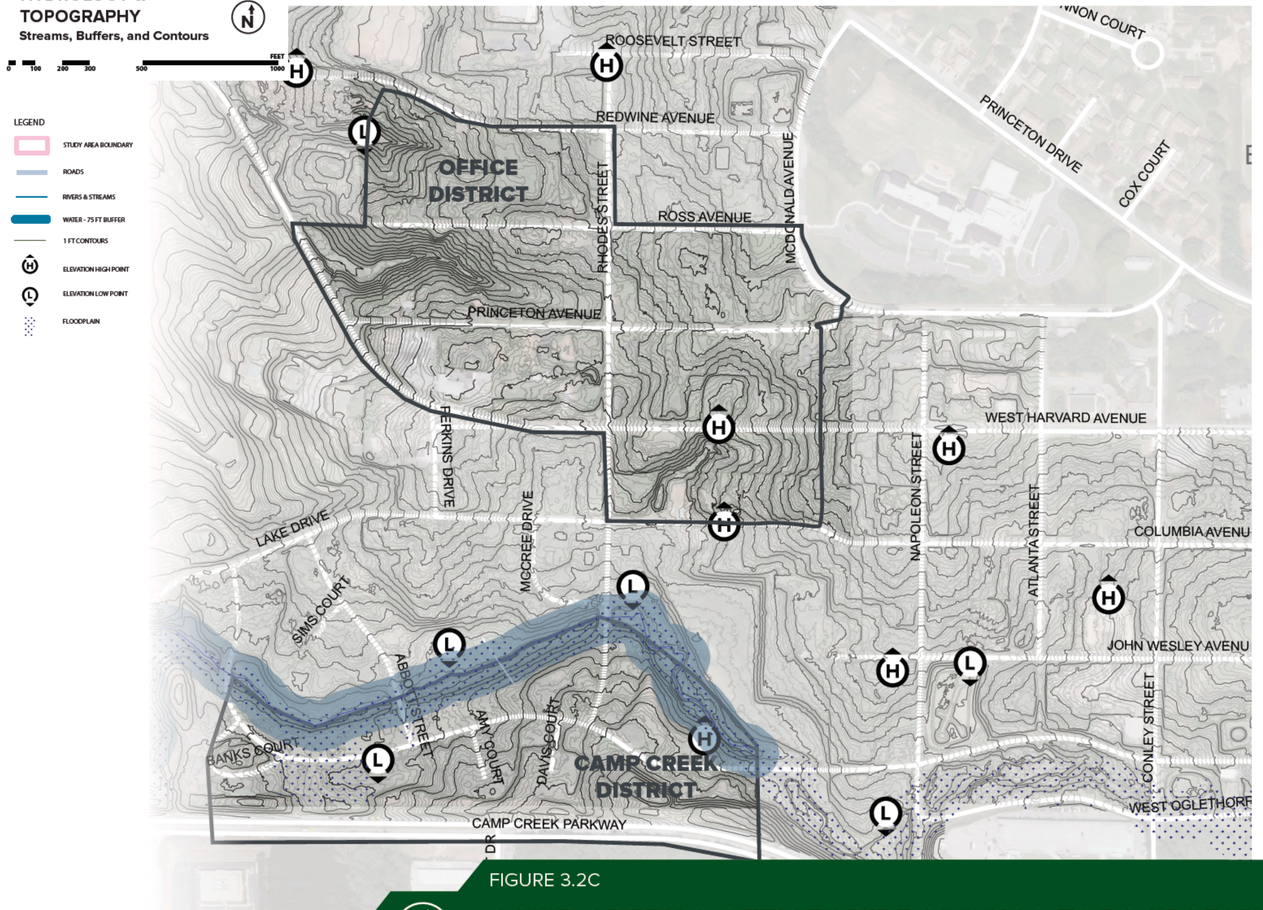


FIGURE 3.2C

CAMP CREEK & OFFICE HYDROLOGY & TOPOGRAPHY

CAMP CREEK AND OFFICE DISTRICTS HYDROLOGY & TOPOGRAPHY

HYDROLOGY

Figure 3.2C shows that a spur of the Camp Creek waterway flows into the Camp Creek District. Along with the creek, the map shows a 75 foot buffer on each side of the creek which must be taken into consideration when redeveloping the Six West Study area. Buffers that must be taken into account include:

- 25' Undisturbed State Regulation
- 25' Undisturbed City Regulation
- 25' Impervious Surface City Regulation

According to City of College Park law, land development activity subject to this article shall meet the following requirements:

- An undisturbed natural vegetative buffer shall be maintained for fifty (50) feet, measured horizontally, on both banks, as applicable, of the stream as measured from the top of the stream bank;
- An additional setback shall be maintained for twenty-five (25) feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback; and
- No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.

Following the creek and to the south of it are identified _year floodplains. Development is not permitted in _year floodplains, rendering some of the Camp Creek District undevelopable.

TOPOGRAPHY

The Office District sits a the high point of the Six West development. The two portions of Camp Creek flow along the perimeter of Six West, therefore, the altitude becomes lower closer to the creek branches. Likewise, in the Camp Creek District the grade changes down near the creek.

The Office District also has one of the most dramatic grade changes in the area between Rhodes Street, Columbia Avenue, and Napoleon Street.

CAMP CREEK & OFFICE STORMWATER BASINS

The Camp Creek Frontage District slopes from east to west following the grade of Camp Creek Parkway. At the intersection of Airport Drive and Camp Creek Parkway, entering the Six West Development, the existing grade falls off to the north to a low point at the stream crossing of the Camp Creek tributary flowing into the golf course pond. Grades then increase steeply to the north to Lake Drive. Roadway slopes within this district provide accessible paths from Camp Creek to the stream crossing in compliance with the Americans with Disability Act (ADA), however the grading up to the Office District to the north result in steeper grades.

The Office District resides along the southside of a natural ridge resulting in a high point near Ross Avenue, sloping to the south down to the stream tributary of Camp Creek. With the proposed adjustment of a few intersections, roadway slopes are mostly below Americans with Disability Act (ADA) maximum accessible slopes, encouraging and providing a highly walkable street scape and roadway network.

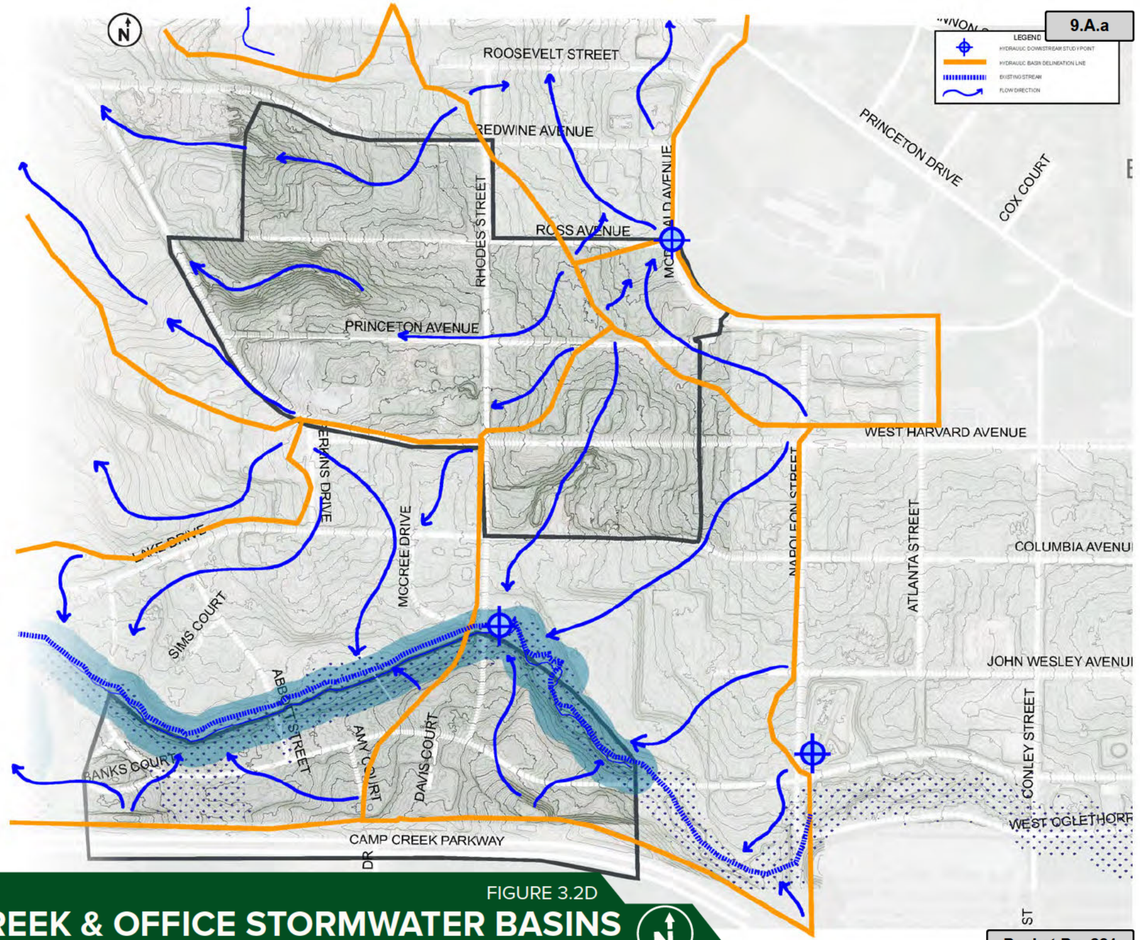


FIGURE 3.2D

CAMP CREEK & OFFICE STORMWATER BASINS

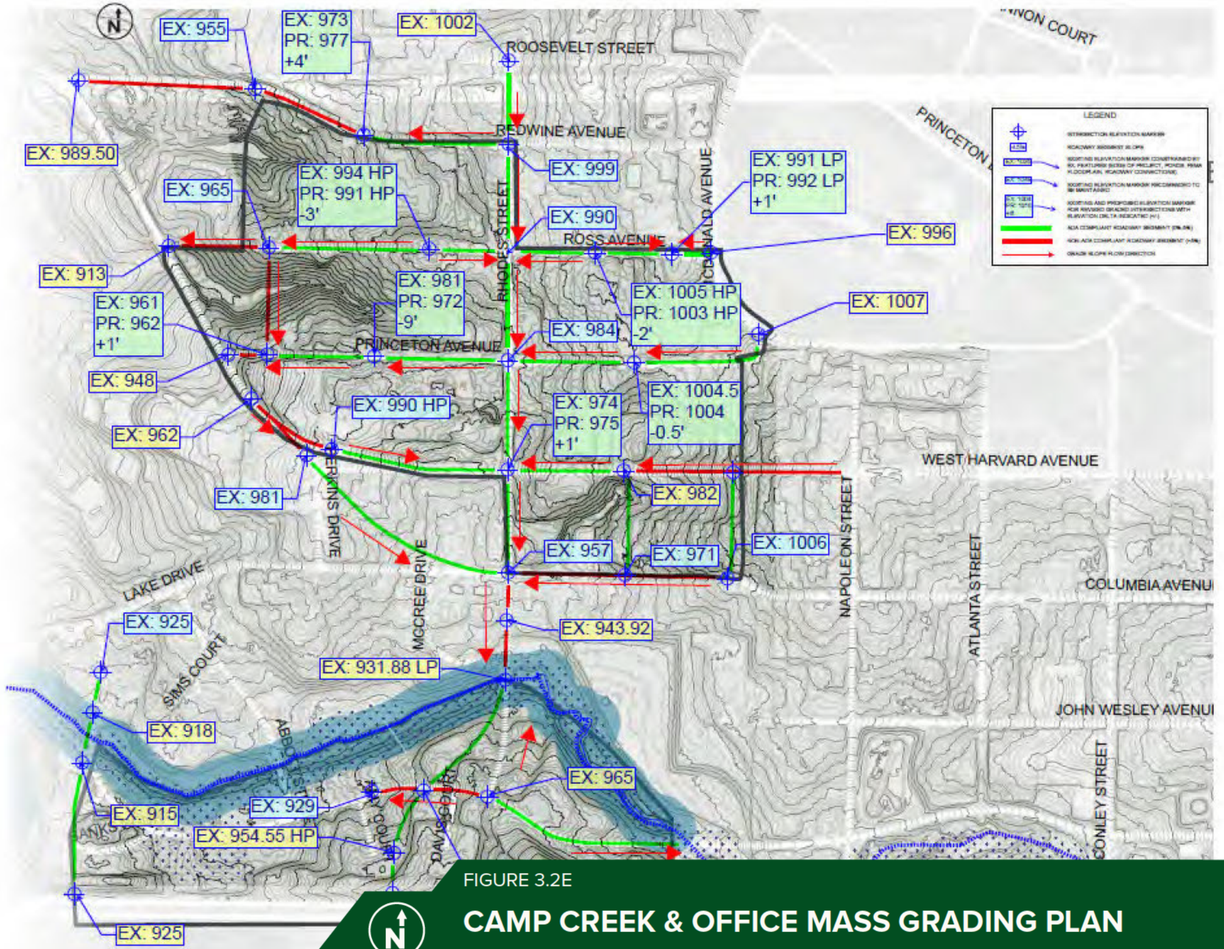


FIGURE 3.2E

CAMP CREEK & OFFICE MASS GRADING PLAN

CAMP CREEK & OFFICE MASS GRADING PLAN

The Camp Creek District, running along the Camp Creek stream tributary, is directly adjacent to FEMA Floodplain areas. As a result, development within this area will require the proposed development to maintain a vertical and horizontal offset for any structures near or within the floodplain. Additional floodplain studies will be necessary to determine and document the 100-year floodplain elevation with FEMA. As a result of the high value and limited development space within this district, stormwater management shall be provided via project specific, underground detention to maximize the development area. Underground detention may be provided via large diameter pipe, vault, or chamber type storage products providing stormwater quality and quantity control.

Stormwater management within the Office District can be a combination of surface and underground detention near areas of large parking lots with the opportunity for regional collection and detention systems for expansive large office developments. Hydrology flows within this district flow from east to northwest towards Camp Creek. Downstream low points within the district are located near the intersection of West Harvard Avenue and Ross Avenue and between Ross Avenue and Redwine Avenue. These two low point areas would act as good stormwater collection and storage locations for capture and storage of the upstream basis in a regional stormwater approach.

GOLF ENTERTAINMENT UTILITIES

The main sewer line and structures cuts through the northern part of the Golf Entertainment District. The main power transmission lines and related structures runs through the southern portion of the district along Lake Drive. In addition, the proposed 12" water main line that is recommended in the previous master plan to be built along Rhodes Street will connect water to this district.

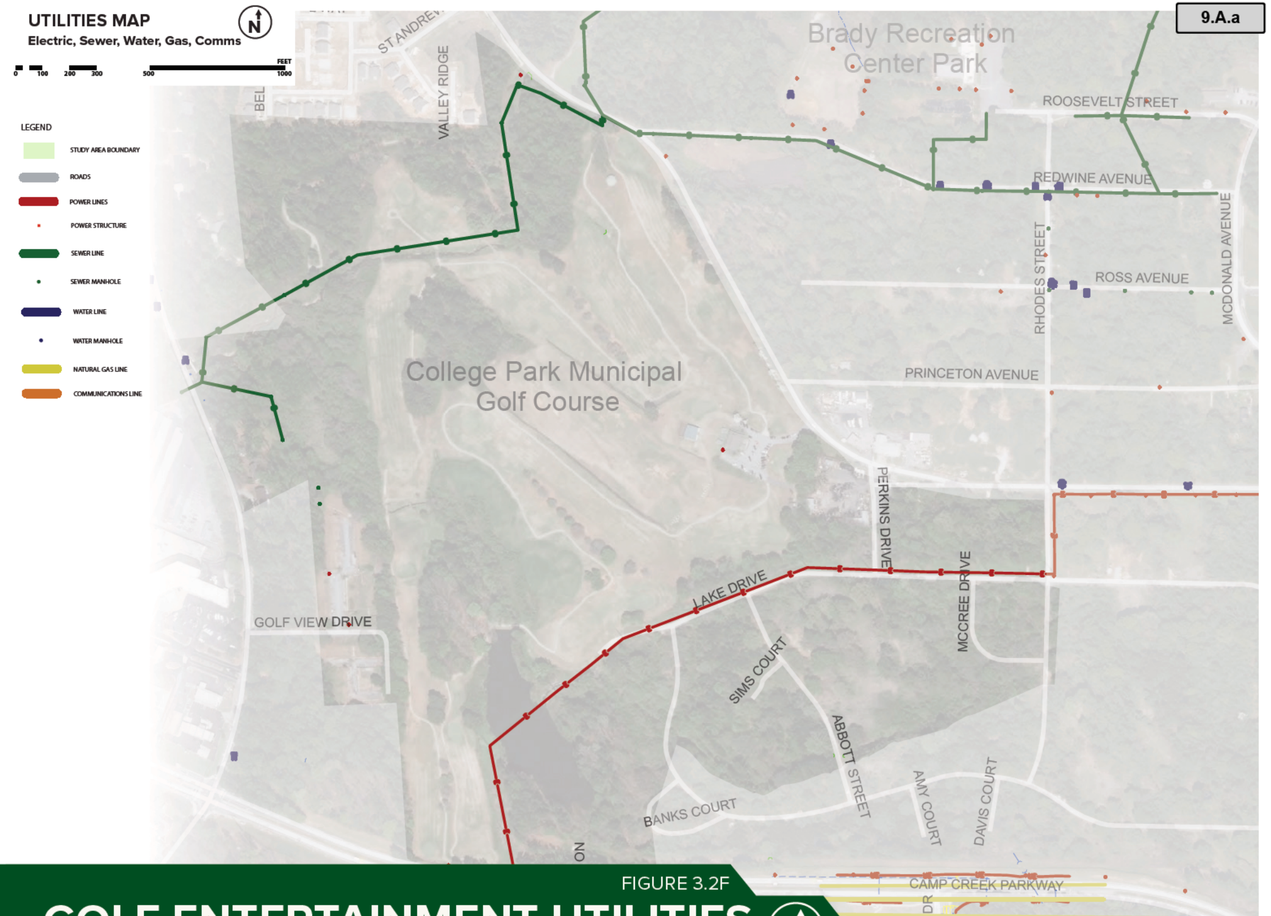


FIGURE 3.2F

GOLF ENTERTAINMENT UTILITIES

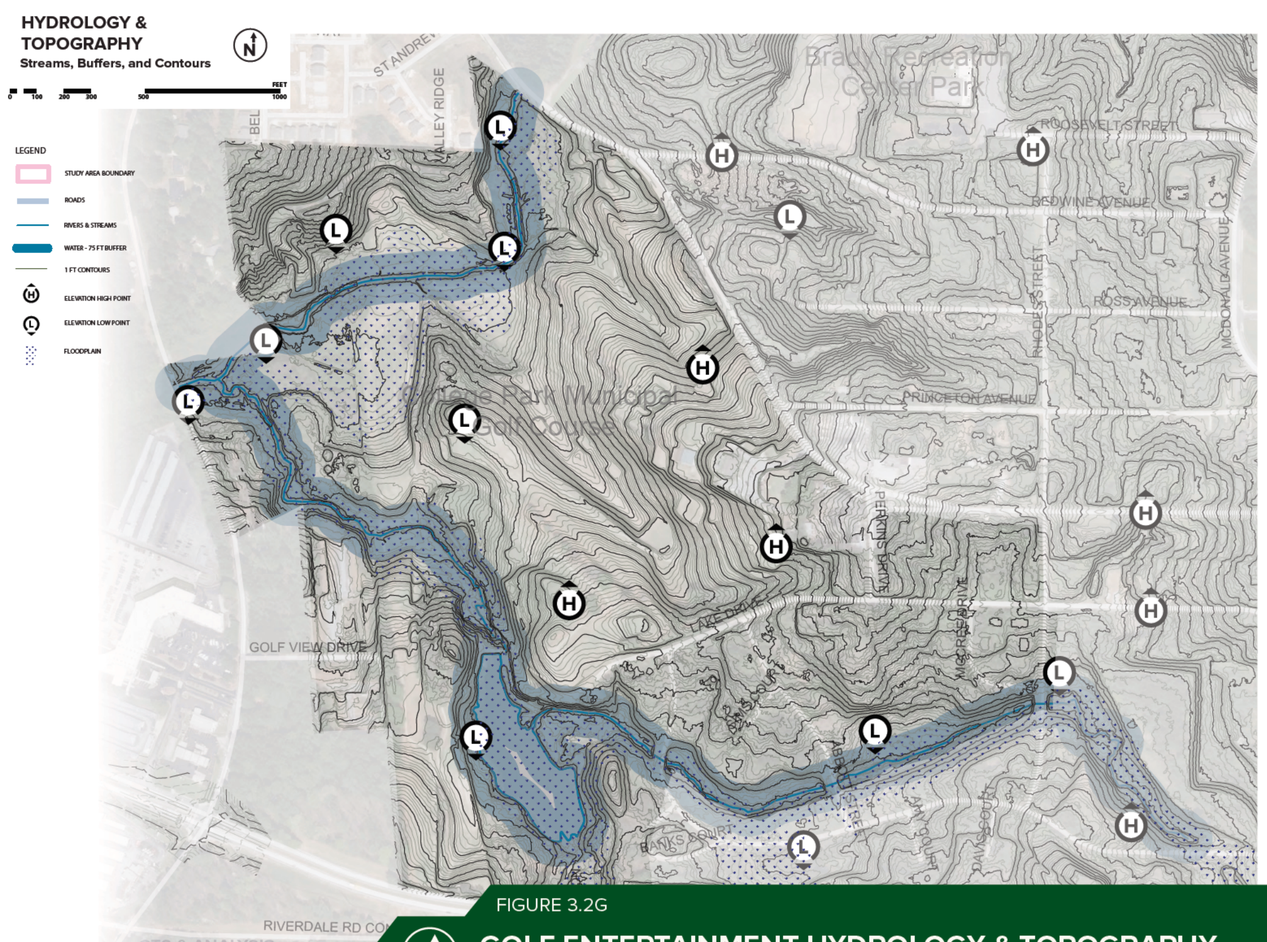


FIGURE 3.2G

GOLF ENTERTAINMENT HYDROLOGY & TOPOGRAPHY

GOLF ENTERTAINMENT HYDROLOGY & TOPOGRAPHY

Almost the entire Golf Entertainment District has some of the lowest elevations that can be found in the entire Six West area because the Golf Entertainment District sits in a fork of Camp Creek. Refer to Figure 3.2E.

Camp Creek flows throughout the district and in the Southwest corner there is a pond that also requires a 75-foot buffer. Following the creek and the buffers are identified _year floodplains. Development is not permitted in _year floodplains, rendering some of the Golf Entertainment District undevelopable.

GOLF ENTERTAINMENT STORMWATER BASINS

The Golf Entertainment District begins at a local high point at the intersection of West Harvard Avenue and Rhodes Street. From this intersection, hydrology flows are routed downgrade to the south to the Camp Creek tributary stream. An existing local high point, located within the golf course, results in the diversion of stormwater flows from the course to be directed northwest to the Camp Creek tributary, for the southern portions, and Camp Creek for the northeastern portions of the course. Steep grading along the southside of Lake Drive will need to be managed though fill grading to flatten the steep grade from Lake Drive down to the Camp Creek tributary stream. Grading within the golf course would be adjusted to align with a revised course layout, but still maintain a similar grade and slope as the existing conditions of the course.

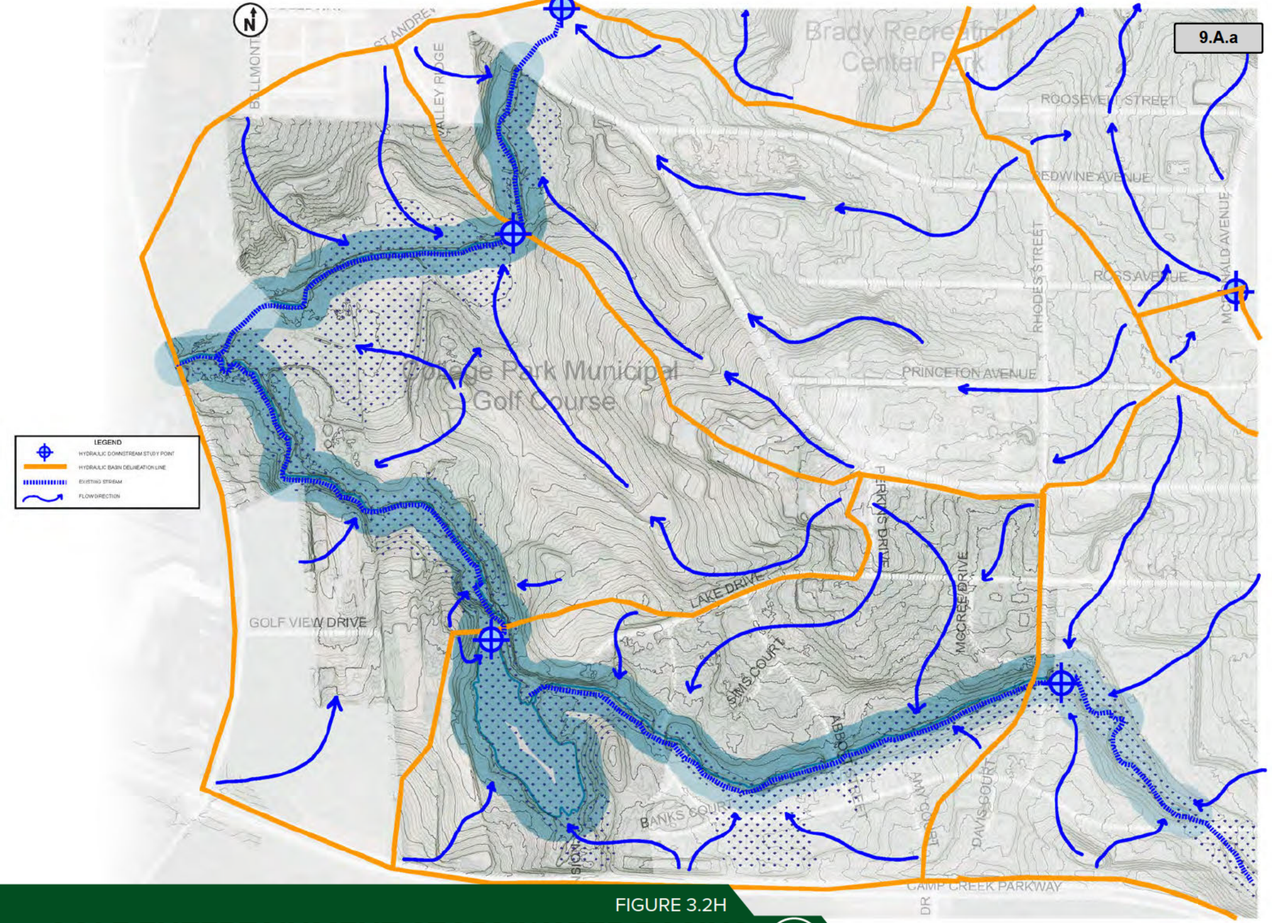


FIGURE 3.2H
GOLF ENTERTAINMENT STORMWATER BASINS

GOLF ENTERTAINMENT MASS GRADING PLAN

The Golf Entertainment District begins at a local high point at the intersection of West Harvard Avenue and Rhodes Street. From this intersection, hydrology flows are routed downgrade to the south to the Camp Creek tributary stream. An existing local high point, located within the golf course, results in the diversion of stormwater flows from the course to be directed northwest to the Camp Creek tributary, for the southern portions, and Camp Creek for the northeastern portions of the course. Stormwater management within the entertainment portions of the district should be managed through the use of underground stormwater facilities, individual to each development to maximize the available land area for development. Stormwater management for the golf course can be controlled via onsite ponds and golf hazard areas while adding to the aesthetic and layout of the golf course.

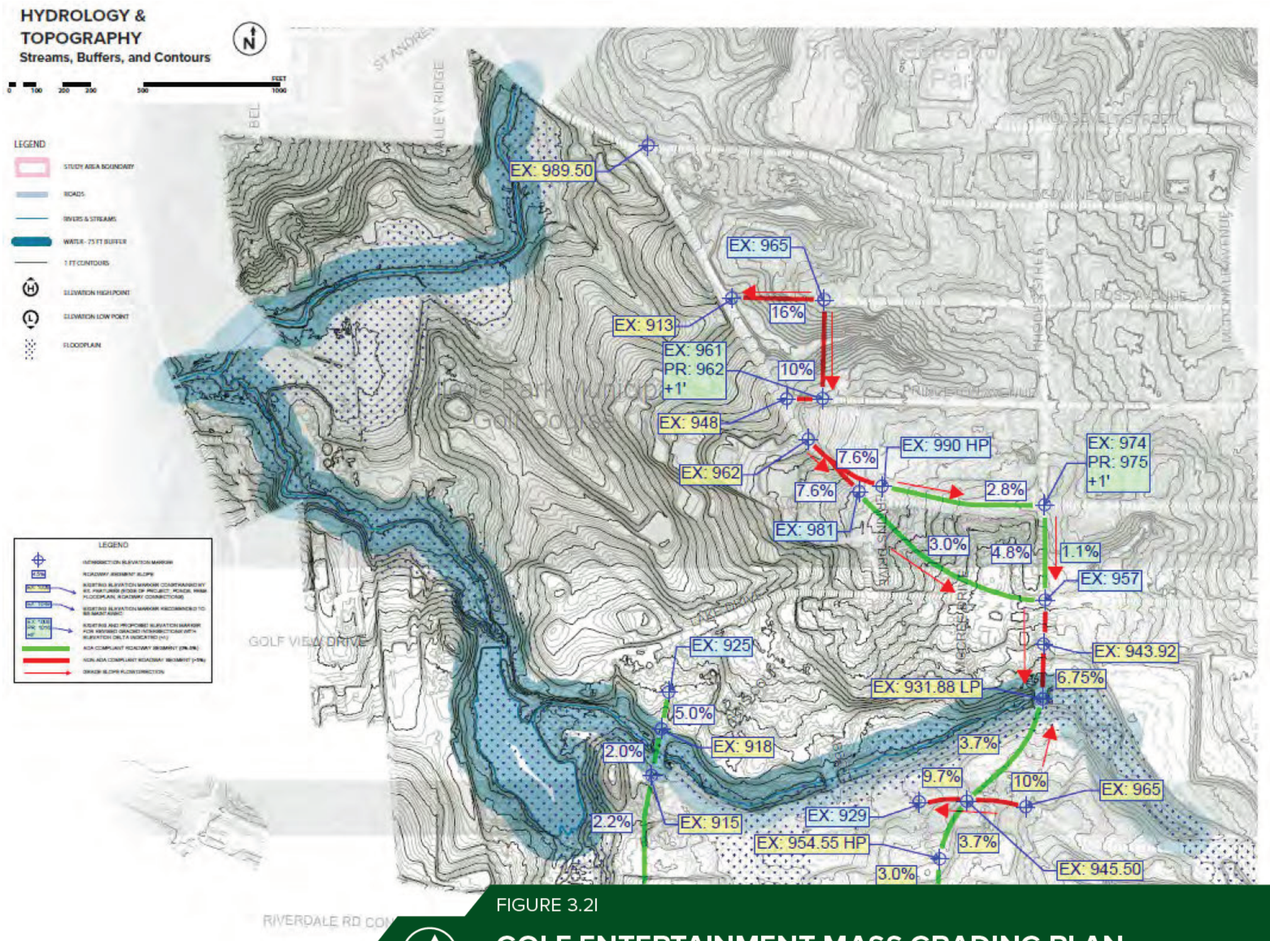


FIGURE 3.2I

GOLF ENTERTAINMENT MASS GRADING PLAN

INCREMENTAL & RETAIL UTILITIES

Figure 3.2F shows how both the Incremental and Retail Districts have a high density of utilities already available.

The Incremental and Retail District contain: communications lines, power lines, water lines, sewer lines.

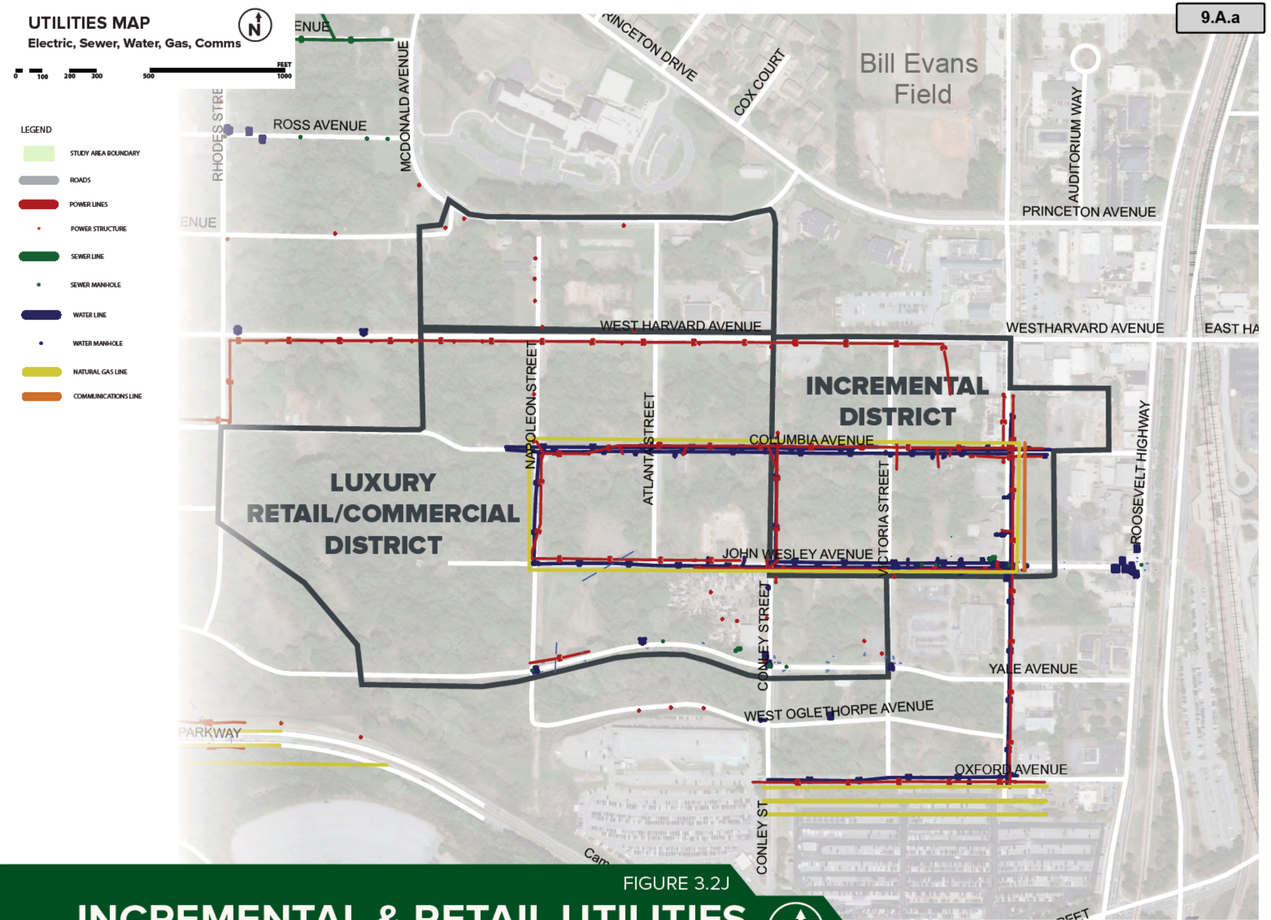


FIGURE 3.2J

INCREMENTAL & RETAIL UTILITIES

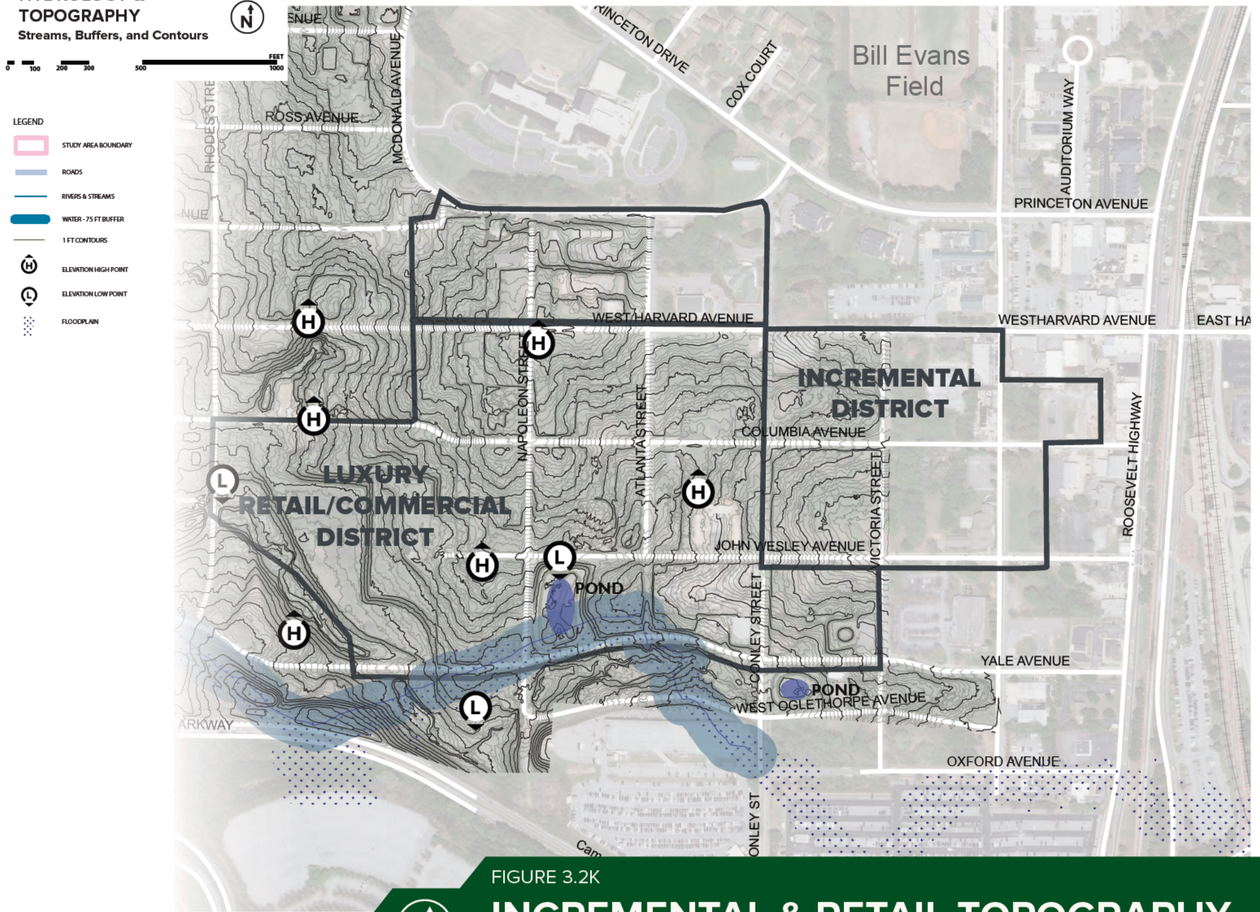


FIGURE 3.2K

INCREMENTAL & RETAIL TOPOGRAPHY

INCREMENTAL & RETAIL TOPOGRAPHY & HYDROLOGY

These districts contain some of the most extreme grade changes. This is especially true along West Harvard Avenue and Napoleon Street. A spur of Camp Creek boarders the southern edge of these districts.

The two ponds already in place, as identified in Figure 3.2G, can be retrofitted to capture the stormwater runoff demand for the incremental and portions of the retail district - everything to the east of Napoleon. The pond at Napoleon and Yale is proposed to be retrofitted to capture stormwater in an underground infiltration chamber system with active park space to be placed on top.

College Park is the first city in the southeast to incorporate tree filters as a sustainable solution. Additional stormwater solutions are described in Section 4.2. Shown in Figure 3.2H.

Tree Filter Boxes Figure 3.2H

INCREMENTAL & RETAIL STORMWATER BASINS

The Incremental & Retail District includes the upper areas of the Six West development beginning along College Street and continuing west to Rhodes Street. The proposed grading for this district is to prioritize the accessible walkability of the streets to encourage pedestrian traffic and provide compliance with the Americans with Disability Act (ADA). To achieve improved slopes from the existing conditions, grading adjustments at the intersections of Atlanta Street and Columbia Avenue, Atlanta Street and John Wesley Avenue, and Conley Street and John Wesley Avenue. The adjustment of these three intersections results in the removal of steep local low and high points allowing the roadways and streetscape areas to be sloped at a much more reasonable, accessible slope.

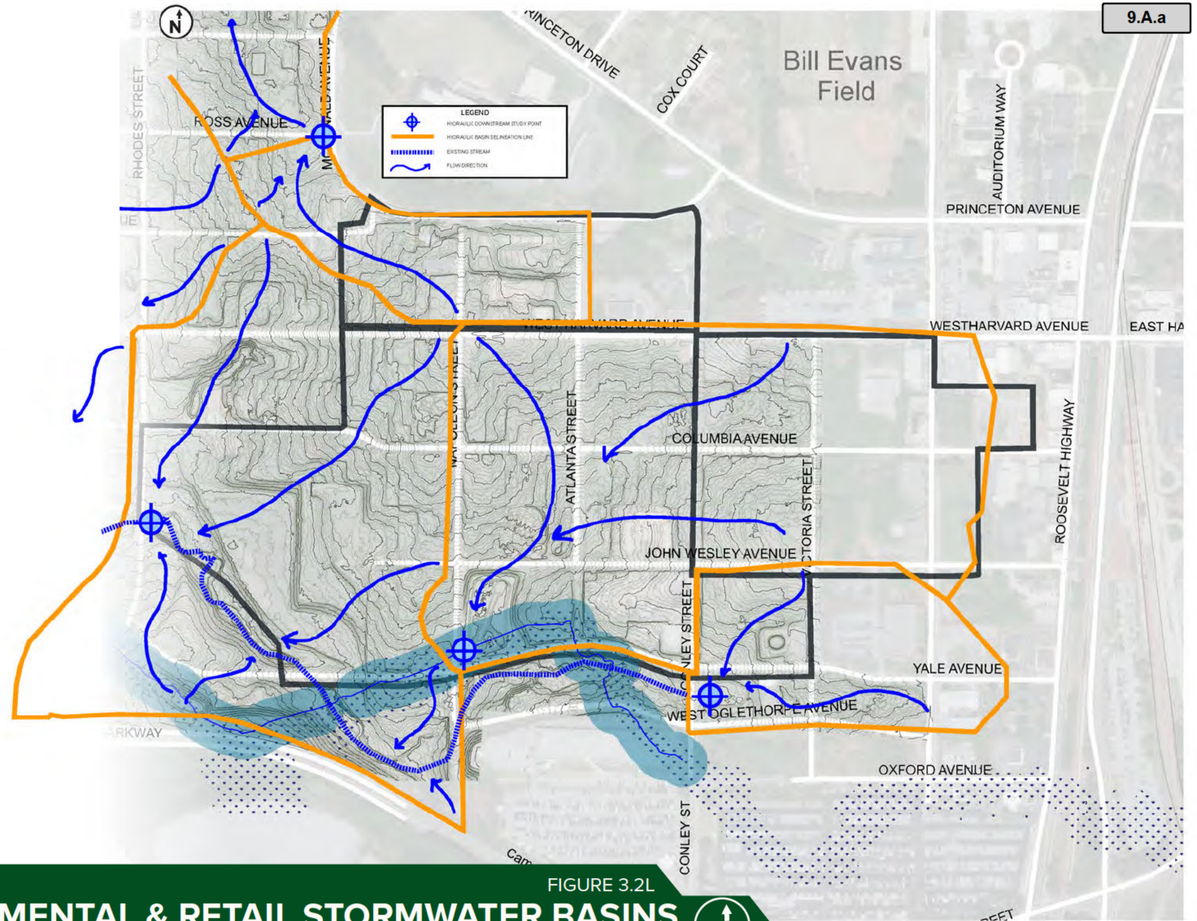


FIGURE 3.2L
INCREMENTAL & RETAIL STORMWATER BASINS

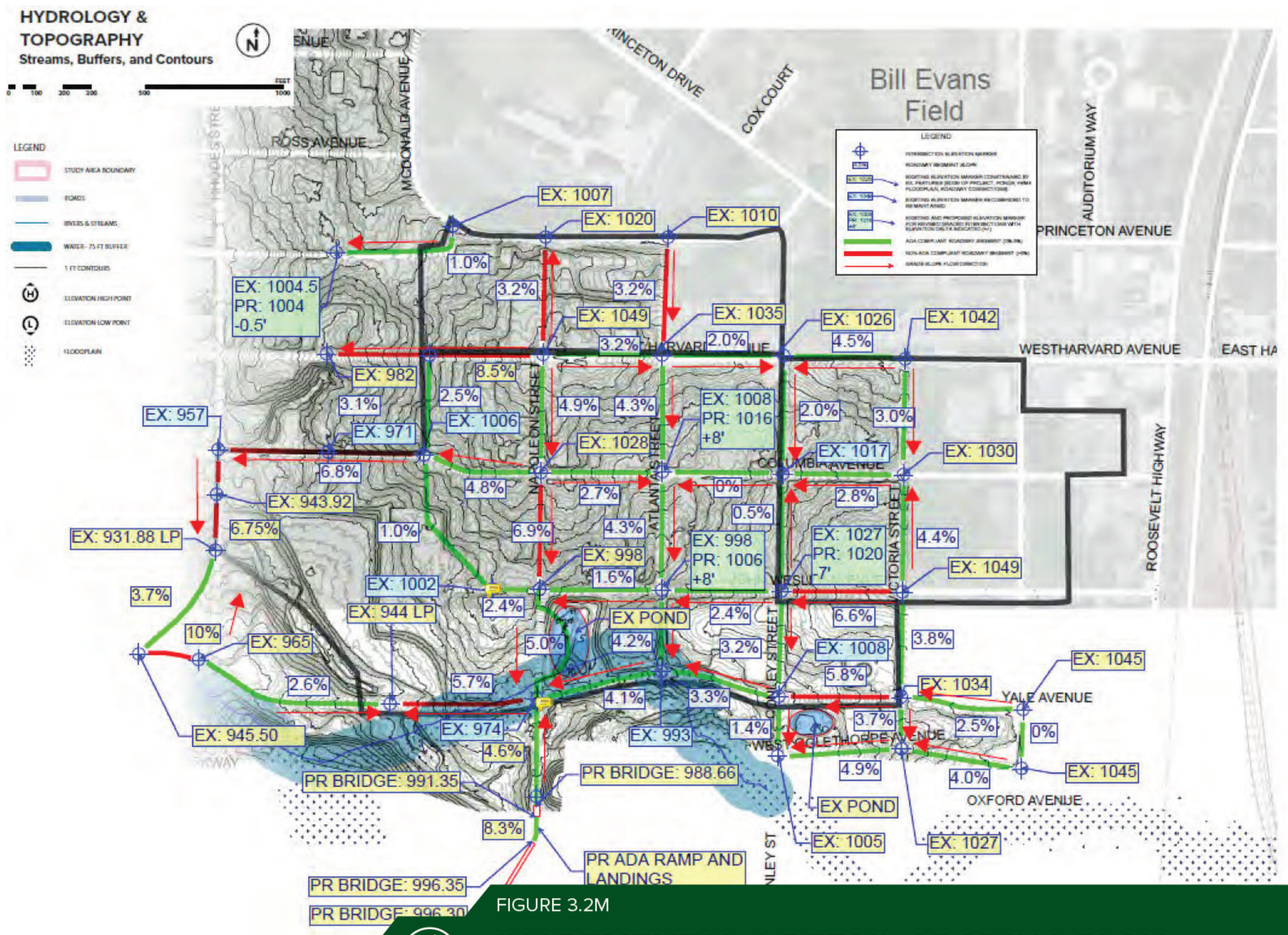


FIGURE 3.2M

INCREMENTAL & RETAIL GRADING PLAN

INCREMENTAL & RETAIL GRADING PLAN

Stormwater flows within these districts, from Napoleon Street to the east, are collected via existing stormwater inlets and piping and conveyed to two surface detention ponds. The eastern detention pond collects flows from Conley Street east and I located at the intersection of Conley Street and West Oglethorpe Avenue. The western pond collects runoff from Napoleon Street to Conley Street and is located near the intersection of John Wesley Avenue and Napoleon Street. Both of these ponds are proposed to be incorporated into the 6-acre park area as underground detention allowing for the land to utilized as active greenspace. Control of the existing pond stormwater volumes is provided through 350,000 cubic feet of underground storage within the western pond 6-acre park area, and 92,000 cubic feet of underground storage replacing the eastern surface detention pond. Modifications to the stormwater inlets, piping and outfalls will be necessary as a result of the grading changes within the district. These stormwater ponds are anticipated to act as regional stormwater detention for the areas of the district draining to the southern portion of the Six West development. Areas of the Incremental & Retail District located north of West Harvard Avenue and west of Napoleon Street will need to provide standalone stormwater management, likely through the use of underground detention as a result of the existing and proposed grades preventing connection to the southern basins.

RECOMMENDATIONS 77

4.0 RECOMMENDATIONS

4.1 CONCEPT PLAN OVERVIEW

To incorporate a mix of land uses that serve the local and global community, Six West is divided into five districts. Within each district a mix of uses is encouraged, along with the primary tenant types. The districts include:

- Luxury Retail/Commercial District
- Camp Creek District
- Incremental District
- Corporate/Headquarter Office District
- Golf Entertainment District

LUXURY RETAIL/COMMERCIAL DISTRICT

The Retail/Commercial District is the crown jewel of Six West. The cutting-edge combination of the Landing Park, Cultural Center, and climbing wall parking deck fronting the park. Columbia Avenue, the main pedestrian thoroughfare in the commercial area, will be lined with a hotel, retail with office above, and a food hall. This commercial district provides a unique experience intended to attract a local and global crowd, who can find amenities from programmed greenspace next to storefronts, to interactive art to rooftop plane viewing, and connectivity to international entertainment venues.

CAMP CREEK DISTRICT

This Camp Creek District takes advantage of the access and visibility that Camp Creek Parkway provides to develop restaurants and a 5-star hotel. In addition to catering the car traffic on this thoroughfare, pedestrian access will be improved with sidewalks and landscaping. The western border of the district lines the College Park Golf Course, therefore a golf-oriented restaurant or store there will have overlooking views. Rhodes Street at Camp Creek Parkway will be a primary access point into Six West. A beautiful 5-star hotel welcomes visitors and residents into the area at this intersection and overlooks Camp Creek and the adjoining 5k trail.

INCREMENTAL DISTRICT

To complement and build from the character of Downtown College Park, the parcels between College Street, Conley Street, Harvard Street, and John Wesley Avenue, along with three blocks north of Harvard Avenue are prime for incremental local development. Columbia Avenue being the priority corridor connecting Downtown to the center of Six West. Walkability, MARTA access, and art are the heart of the Incremental District. Parcel sizes and building sizes can remain in line with the character of historic downtown's main street to allow for a continuation of the Main Street environment. Programs are recommended to assist local developers or residents who would like to become developers in transforming these parcels into community-oriented spaces.

CORPORATE/HEADQUARTER OFFICE DISTRICT

A 6 to 12-story Class A office district is proposed at the intersection of the site's two main streets, Rhodes Street and Columbia Avenue, providing key access to Camp Creek Parkway, HJAIA and its adjacent restaurants, retail, and entertainment. Greenspace and green roofs will are key features of this area to improve the health and wellness of those who live, work, and play in Six West. Offices could include international headquarters, medical offices, local university satellite campuses, research centers, and technology incubators. This site's access to the airport also makes it a desirable location for airport-based research and development.

GOLF ENTERTAINMENT DISTRICT

Tying into the Historic College Park Golf Course, the GICC, and HJAIA is an entertainment district providing a regional draw for recreation and entertainment with experiential activities. This district includes a variety of destination entertainment venues for a variety of users, focused on family-friendly entertainment. Development adjacent to the Historic College Park Golf Course will maximize the pleasing views of greens. This includes a renovated Club House with event rentals, estates on the golf course, brewery/retail, and a hotel. Tying into the area is proposed a golf entertainment facility. This district is envisioned to draw regionally (and internationally from HJAIA) as a hub for golf centered entertainment.

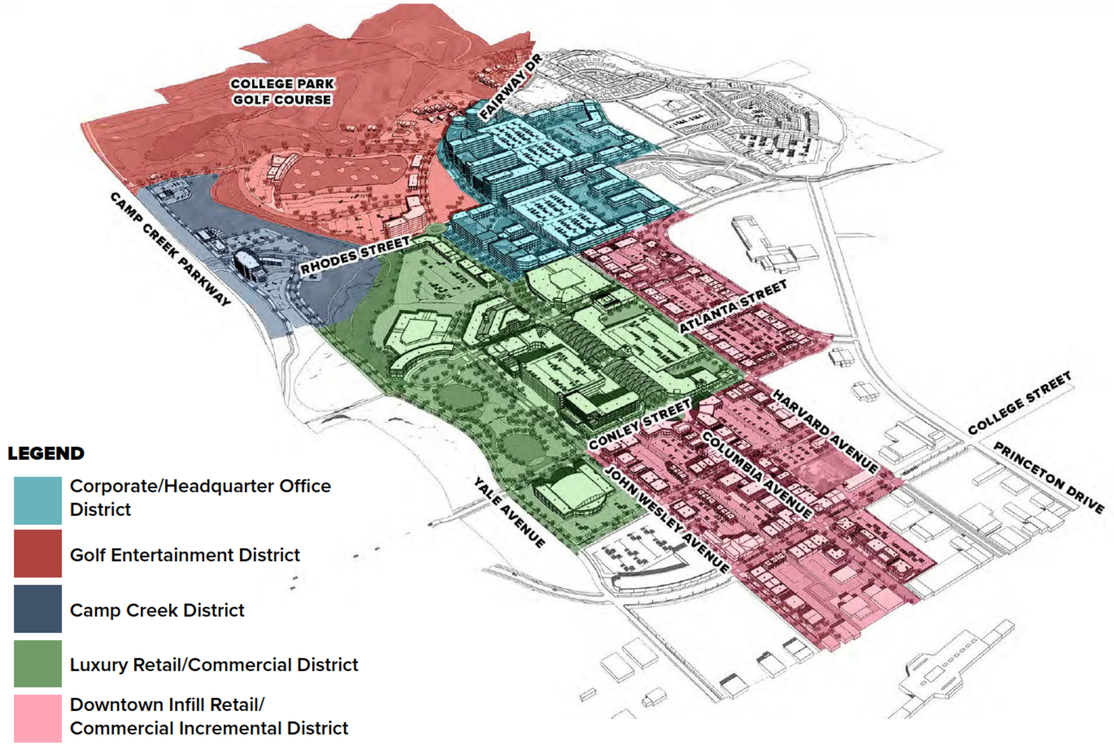


FIGURE 4.1A

SIX WEST CONCEPT PLAN

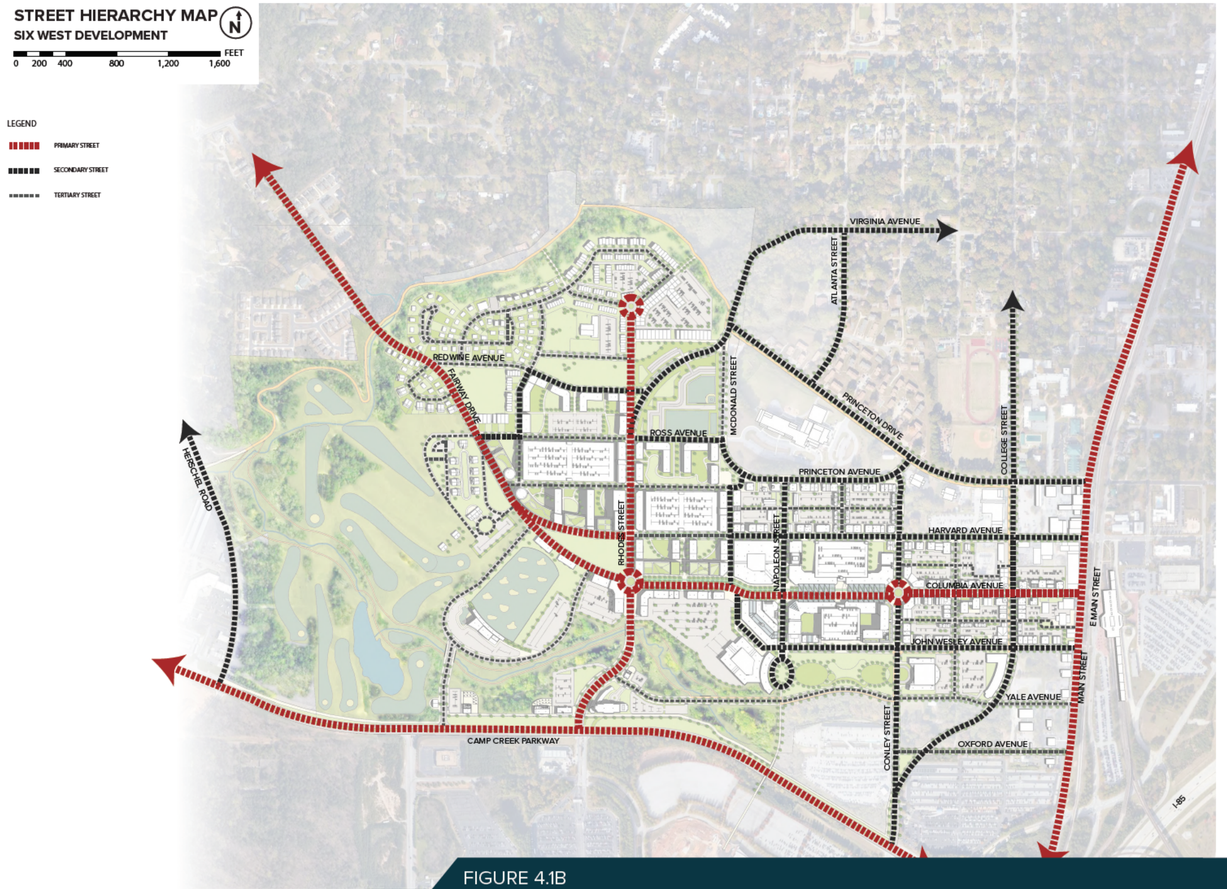


FIGURE 4.1B

STREET HIERARCHY

STREET HIERARCHY AND CIRCULATION PLANS

STREET HIERARCHY
The Six West plan builds off the existing street network, with some new additions, to create a walkable and connected community. Primary Streets provide access to and from regional roadways, such as Camp Creek Parkway and Main Street. Primary Streets are intended to safely accommodate all modes of transportation, including pedestrians, cyclist, and automobiles, these roadways are intended to act as the main commercial streets. They will create an inviting atmosphere with walkable street character, storefronts, restaurants, and outdoor seating.

Alleyways are provided to create auto access to parking lots at the rear of buildings fronting the primary streets. An Art Alley is incorporated into the incremental district to allow for a creative public space that connects Main Street to the Cultural Center and The Landing Park.

CIRCULATION PLANS
The Circulation Plan is intended to safely provide robust access for all modes of transportation throughout the site. The existing historic street grid was extended to the west to increase walkable and bikeable access throughout the site. All streets have pedestrian access with wide sidewalks, buffered from the cars with landscaping and street trees. Street parking is included throughout the development to provide storefront access, activate the streets, and limit the size of parking lots and structures. Some streets include dedicated bike lanes to connect throughout the site and to surrounding bike routes and trails, including the Brady Trail, Main Street - a regional bike route, and the future planned AeroATL Greenway Trails.

Additionally, a 5k trail is incorporated into the plan, along the creeks/streams throughout the development – shown in Figure 4.1F.

PARKING
A mix of parking decks, surface lots and street parking is provided throughout the site. With the exception of street parking, all parking is accessed at the rear of the building. Parking provided in the district plans is in accordance with Urban Land Institute's Shared Parking Third Edition, an industry standard in recommended parking ratios. Shared parking was implemented throughout to limit the number of required parking spaces. District Plans ensure a mix of land uses to take advantage of shared parking opportunities. For example, office and retail/ restaurants share well due to times of day/week when these uses are at peak occupancy. Office buildings are primarily used Monday-Friday during the day, while retail and restaurants see peak visitors in the evenings and on weekends. Parking reductions are anticipated due to close proximity to the College Park MARTA station, proposed connections to the HJAIA's Sky Train, along with the walkable and bikeable connected street grid system.

Overall parking provided in the district plans totals 15,537 spaces. Parking is further broken down per district by number and type in the following pages. This number aligns with ULI parking ratio recommendations including a 21% reduction due to shared parking.

TRANSIT
The City of College Park has strong regional connectivity with two MARTA rail stations – the College Park Station lies just east of the Six West study area boundary and the Airport MARTA Station just to the south. Furthermore, HJAIA's SkyTrain, a free elevated train, runs 24 hours a day between the Airport MARTA station, the GICC, and the Rental Car Center – all of which are close to the southern border of the study area. This plan proposes capitalizing on these transit assets by broadening their reach into Six West. The SkyTrain could be extended from the GICC to the Delta Air Lines Employee Parking Lot and onwards into the heart of the Six West development. The technology for these extensions needs further study and may need to be a separate system as the SkyTrain is strictly for airport use. An autonomous bus circulator could run on a continuous loop from the College Park MARTA Station through the proposed commercial districts into the office center, providing a convenient and easy means to access Six West without a car.

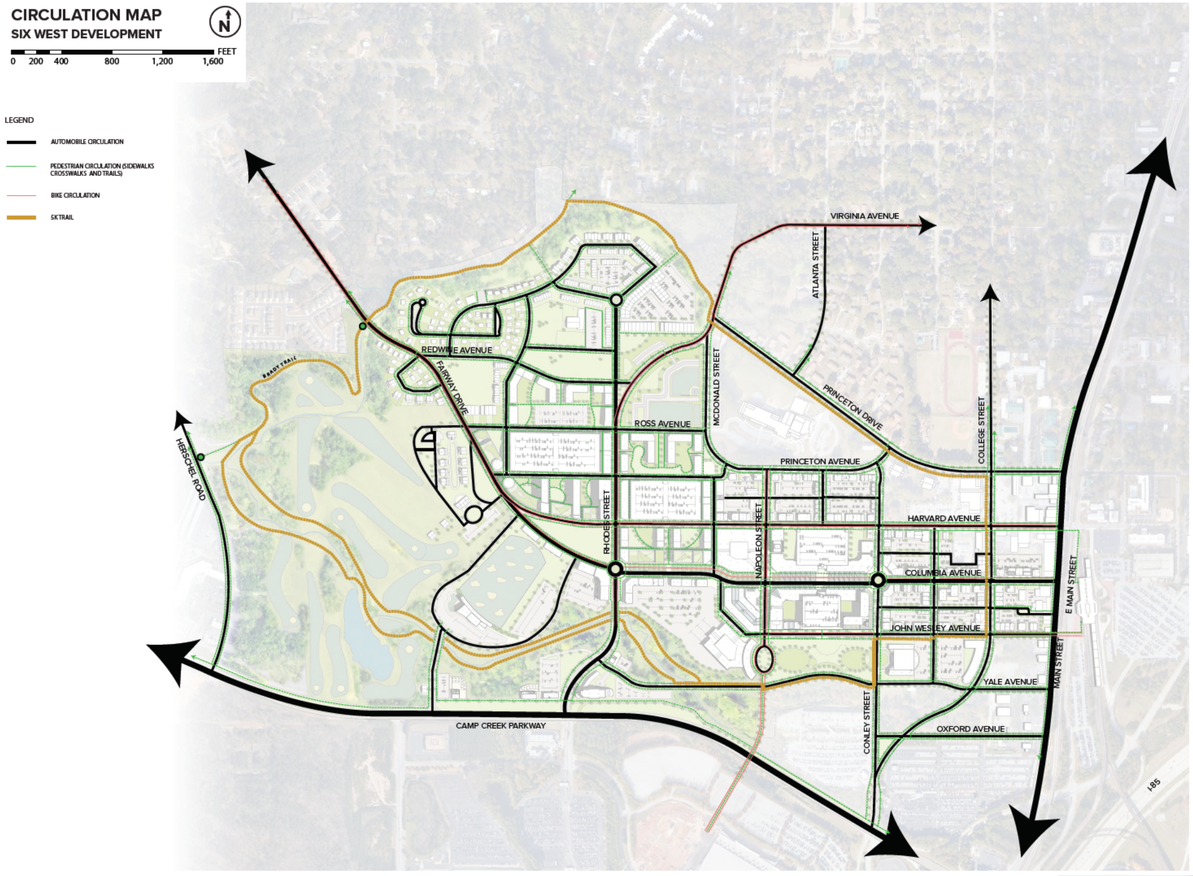


FIGURE 4.1C

CIRCULATION MAP

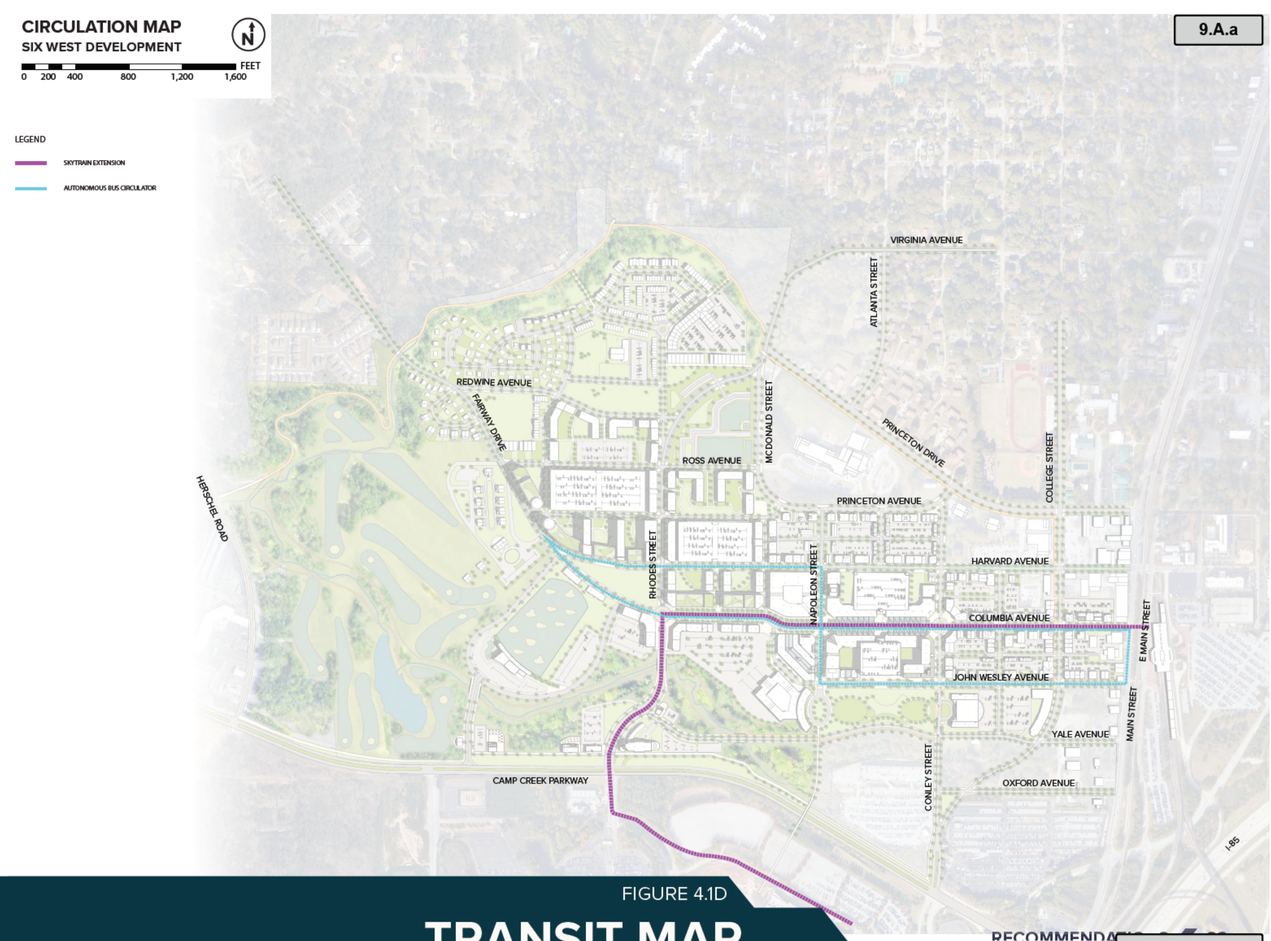


FIGURE 4.1D

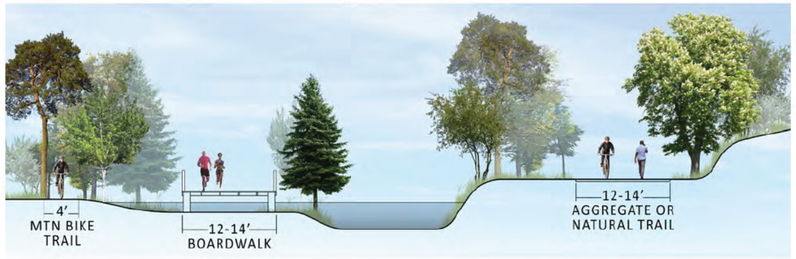
TRANSIT MAP

5K TRAIL

A 5-kilometer trail loop is proposed that would support local schools and provide a venue for events and potential tournaments. It could be a destination for cross country, 5k events, running, walking, and biking. The trail will wind through woodland areas, creekside lowlands, near the golf course and connect to urban destinations. The trail sections will vary based on the surrounding environmental context by using natural aggregate or mulched surfaces within woodland areas and asphalt or concrete paving along streets and park spaces. A boardwalk is planned where the trail runs along the floodplain adjacent to the creek. The trail will provide a connection to Historic Downtown, proposed residential areas and the pedestrian bridge crossing over Camp Creek Parkway. In the future, the trail will connect to the proposed AeroATL Greenway Plan trails and through the northern section of Six West to link to Virginia Avenue. Refer to Figures 4.2G and H.

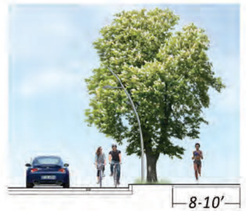
MTB Atlanta Ride & Fly Mountain Bike Experience
Six West will include a dedicated 4' wide single track trail within the woodland greenway parallel to the 5 K Trail.
For more information on the bike trail system proposed within Six West, visit https://mtbatlanta.com/ride-and-fly/.

5K LOOP TRAIL ALONG CREEKS, FLOODPLAINS AND WETLANDS



5K LOOP TRAIL IN PARKS AND ALONG STREETS

PAVED TRAIL IN PARK



PAVED TRAIL ALONG STREET

FIGURE 4.1E

TRAIL SECTIONS

FIGURE 4.1F

5K TRAIL

COLUMBIA AVENUE

The following pages illustrates the different streetscape typologies for Six West. Descriptions of their features as well as a set of design guidelines are provided to capitalize on the character of each area while implementing continuity on the overall streetscape network. These typologies recommend an appropriate interface with proposed land uses that will manage speeds, prevent safety conflicts, provide universal accessibility and enhance comfort for pedestrians, cyclists and motorists, thus creating a 'Streets For People' network. These design principles will encourage social interaction, provide a unique sense of place and have a positive influence on adjacent land values.

The primary streets, proposed to be built first are Columbia Avenue and Rhodes Street. These key streets provide access and character to spur Phase 1 development.

Columbia Avenue is the main retail thoroughfare running east-west connecting the historic downtown district to the proposed mixed-use development. The primary retail corridor is framed by two traffic calming roundabouts spanning 5 (400') blocks. A proposed covered pedestrian street will provide an experiential outdoor destination with opportunities for retail kiosks, a farmer's market, festival space, al fresco dining, gathering and greenspace. A greenway trail runs through the primary retail corridor within a 50' wide landscaped corridor. The following features and design guidelines are recommended for the primary retail corridor:

- Covered pedestrian street
- 50' wide active greenspace with a 14' wide greenway trail for pedestrian and cyclist connectivity.
- Active greenspace will function as festival space, outdoor fitness classes, farmers markets, etc.
- 10' wide shared travel lanes.
- 8' wide on-street parking lanes
- 8' wide landscape buffer with bioretention stormwater management opportunities.
- 12' wide minimum connected sidewalks.
- 6" Caliper overstory shade trees planted 35' on center.
- Decorative roadway lighting staggered spacing at 70' on center located equally between street trees.
- Decorative pedestrian lighting that matches the roadway lighting style staggered spacing at 35' on center located equally between street trees.

FIGURE 4.1G

COLUMBIA AVENUE

RHODES STREET

Rhodes Street is the main boulevard running north-south into the development and serves as the gateway to Six West. The boulevard is located at the intersection of Camp Creek Parkway and Airport Drive and terminates at the residential district to the north. The boulevard links the commercial retail district, hotels, office, the golf course, entertainment venues and residential neighborhoods. The following features and design guidelines are recommended for the boulevard:

- From Camp Creek Parkway to the bridge: 20’ wide landscaped median divided by a narrow two to four lane road to reduce motorist speeds and enhance the gateway into the community. There may be an opportunity for a sidewalk to be placed down the center of the median depending on the overall median length.
- 10’ wide travel lanes for traffic calming.
- 6’ wide dedicated bike lanes with a 2’ wide striped buffer for cyclist safety.
- 6-8’ wide landscape buffer with bioretention opportunities.
- 6-8’ wide connected sidewalks.
- 6” Caliper overstory shade trees planted 35’ on center.
- Decorative roadway lighting staggered spacing at 70’ on center located equally between street trees.
- Decorative pedestrian lighting that matches the roadway lighting style staggered spacing at 35’ on center located equally between street trees.

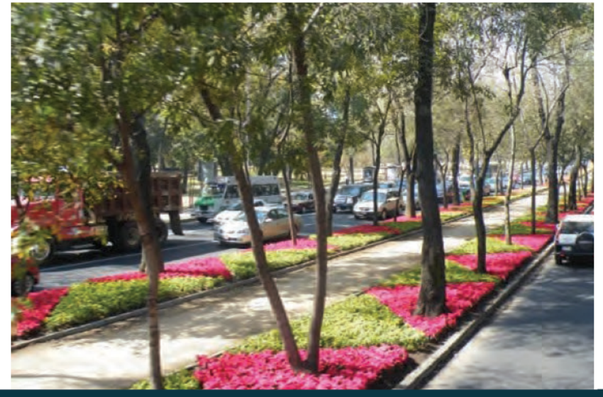
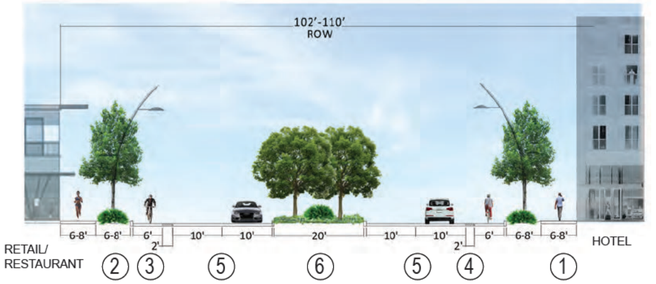
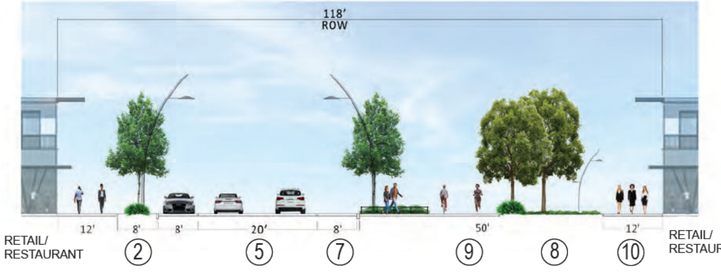


FIGURE 4.1H

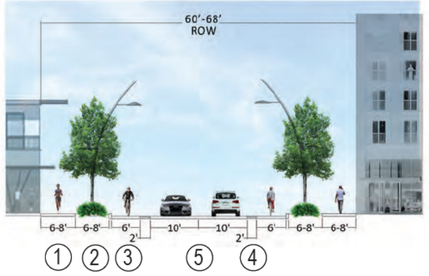
RHODES STREET



SECTION B-B: COLUMBIA AVENUE



PLAN/SECTION D-D: RHODES STREET



LEGEND

1. Sidewalk
2. Bio-Retention Landscape/Lighting Zone
3. Dedicated Bike Lane 5k Trail
4. Striped Bike Buffer
5. Travel Lanes
6. Landscape Median
7. On-Street Parking
8. Fitness/Festival Lawn
9. Pedestrian/Bike Trail
10. Sidewalk

FIGURE 4.1I

RHODES AND COLUMBIA SECTIONS

SECONDARY STREETS

Phase 1 Secondary Streets provide the street grid framework to create a walkable and connected Phase 1 development. Streets include:

- John Wesley Avenue
- Yale Avenue
- Napoleon Street
- Conley Street

Secondary Street design focuses on provide pedestrian and bicycle access on multi-modal street. Street parking is included on all streets to help create an active, slow, and safe environment.

The following site map denotes street sections for the primary and secondary streets within the Six West development.

The following pages provide street sections and plans for the secondary streets, primarily to be developed in Phase 1.

Conley Street and Napoleon Street are secondary streets connecting all the commercial land uses. The following features and design guidelines are recommended for the secondary commercial streets:

- 10’ wide travel lanes for traffic calming and bringing the land uses closer to the street.
- 8’ wide on street parking lanes.
- 6’ wide landscape buffer with bioretention opportunities.
- 8’-14’ wide connected sidewalks and multi-use trails.
- 3-4” Caliper overstory shade trees planted 35’ on center.
- Decorative roadway lighting that compliments adjacent land uses and has a staggered spacing at 70’ on center located equally between street trees.
- Decorative pedestrian lighting that matches the roadway lighting style staggered spacing at 35’ on center located equally between street trees.

Neighborhood Streets are located in the proposed neighborhood district and has a 47’ right of way with the most compact development footprint. Neighborhood streets include the following features:

- 12’ wide shared travel lanes for traffic calming and enhancing the neighborhood character.
- 6’ wide landscape buffer with bio-retention opportunities.
- 5-6’wide connected sidewalks.
- 3” Caliper overstory shade trees planted 35’ on center.
- Decorative roadway lighting that compliments adjacent land uses and has a staggered spacing at 70’ on center located equally between street trees.

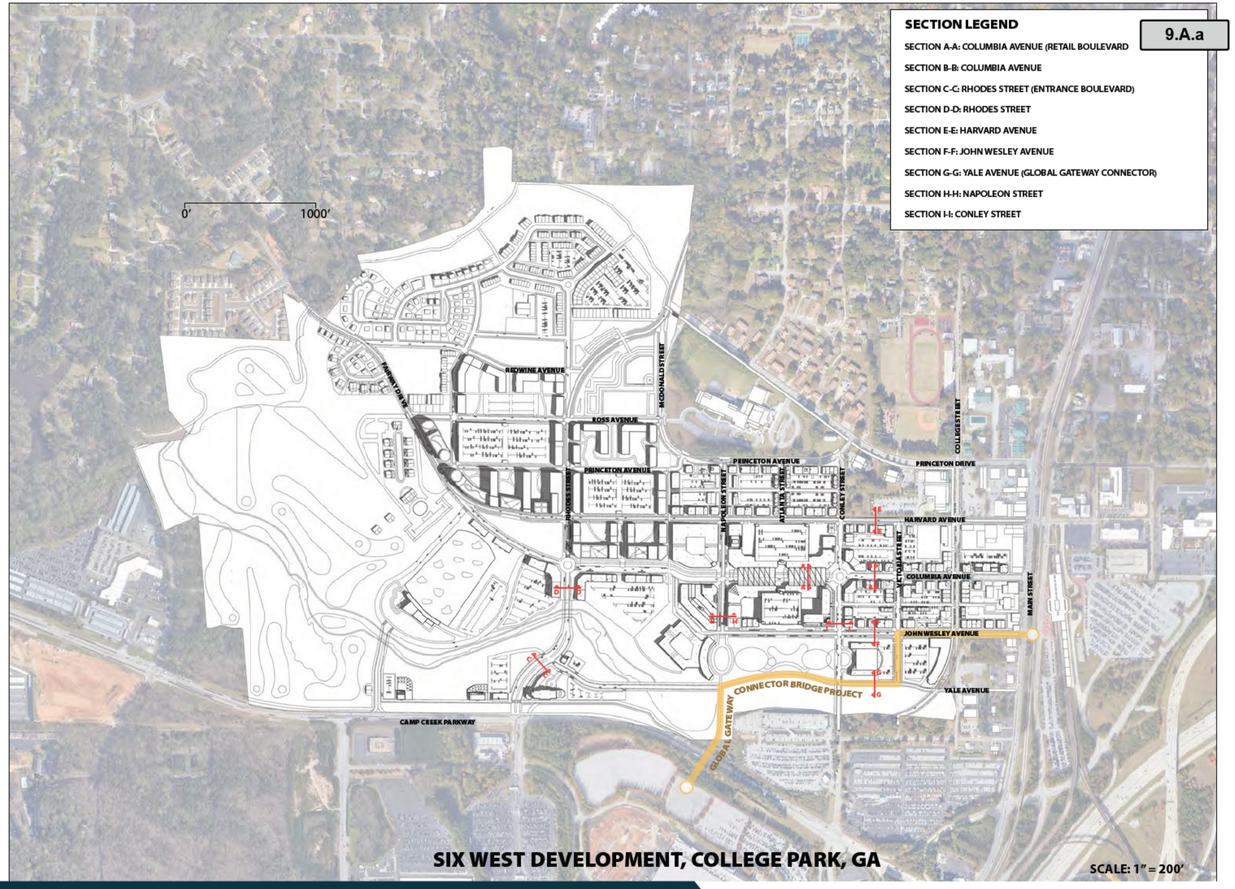
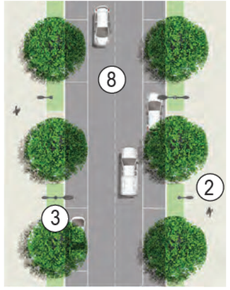
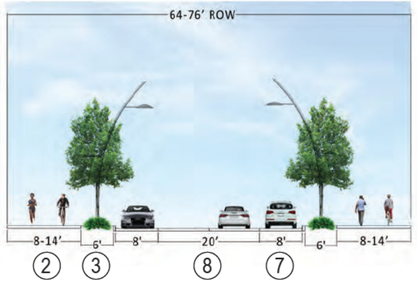


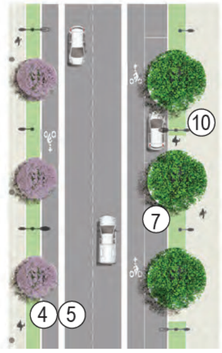
FIGURE 4.1J

STREET SECTION

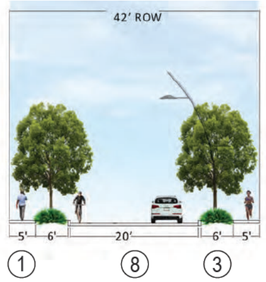


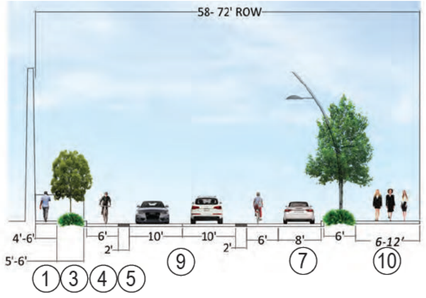


HARVARD AVENUE CORRIDOR @ TRANSMISSION LINES



NEIGHBORHOOD CORRIDOR





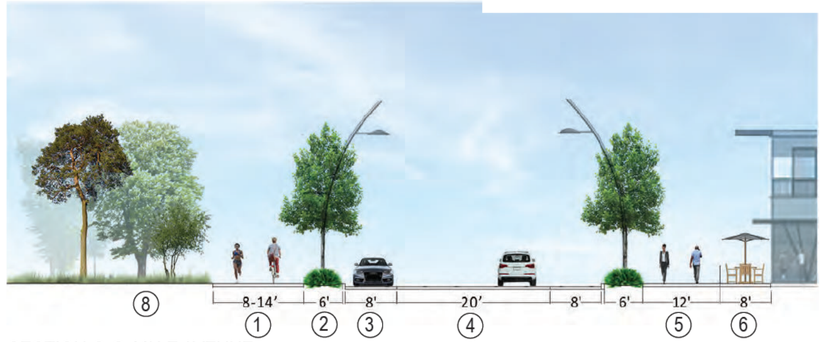
LEGEND

1. Sidewalk
2. Multi-use Trail
3. Bio-Retention Landscape/Lighting Zone
4. Dedicated Bike Lane
5. Striped Bike Buffer
6. Landscape Median
7. On-Street Parking
8. Shared Travel Lanes
9. Travel Lanes
10. Varying Sidewalk Widths per District

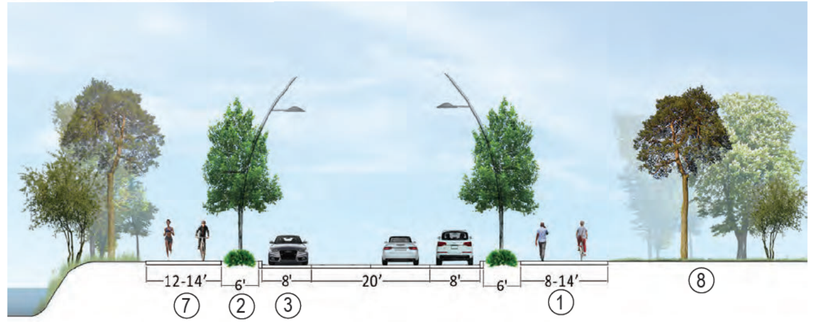
FIGURE 4.1K

SECONDARY & NEIGHBORHOOD CORRIDORS

SECTION F-F: JOHN WESLEY AVENUE



SECTION G-G: YALE AVENUE



LEGEND

1. Park Sidewalk
2. Bio-Retention Landscape/Lighting Zone
3. On-Street Parking
4. Shared Travel Lanes
5. Retail/Restaurant Sidewalk
6. Supplemental Zone
7. 5k Loop Trail
8. 6-Acre Park

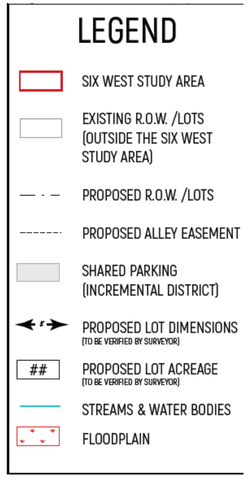
FIGURE 4.1L

JOHN WESLEY AVENUE & YALE AVENUE

PLOT PLAN

A plot plan was developed for the entire Six West site. This plan provides dimensions and acreage for each developable block, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan. A plot plan zoomed into each district is provided within the following district specific sections.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.



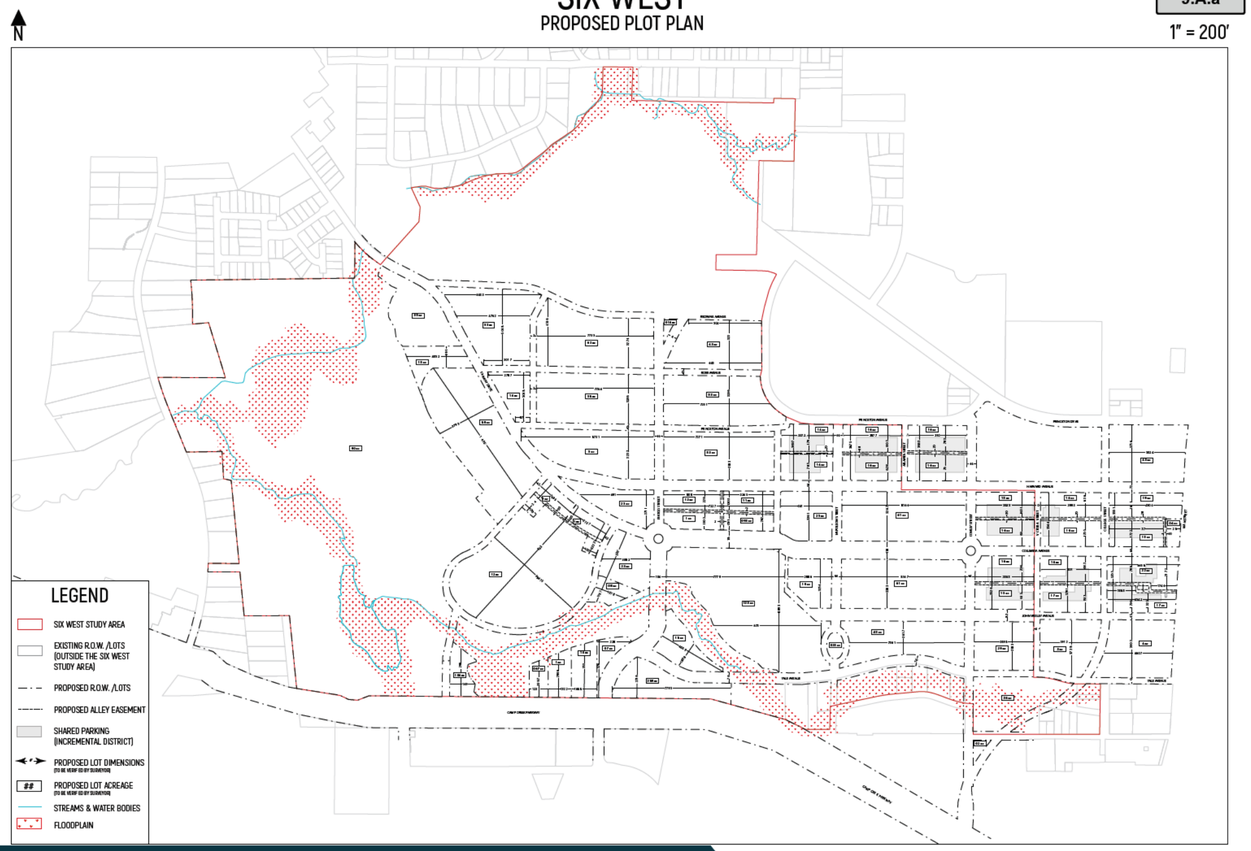
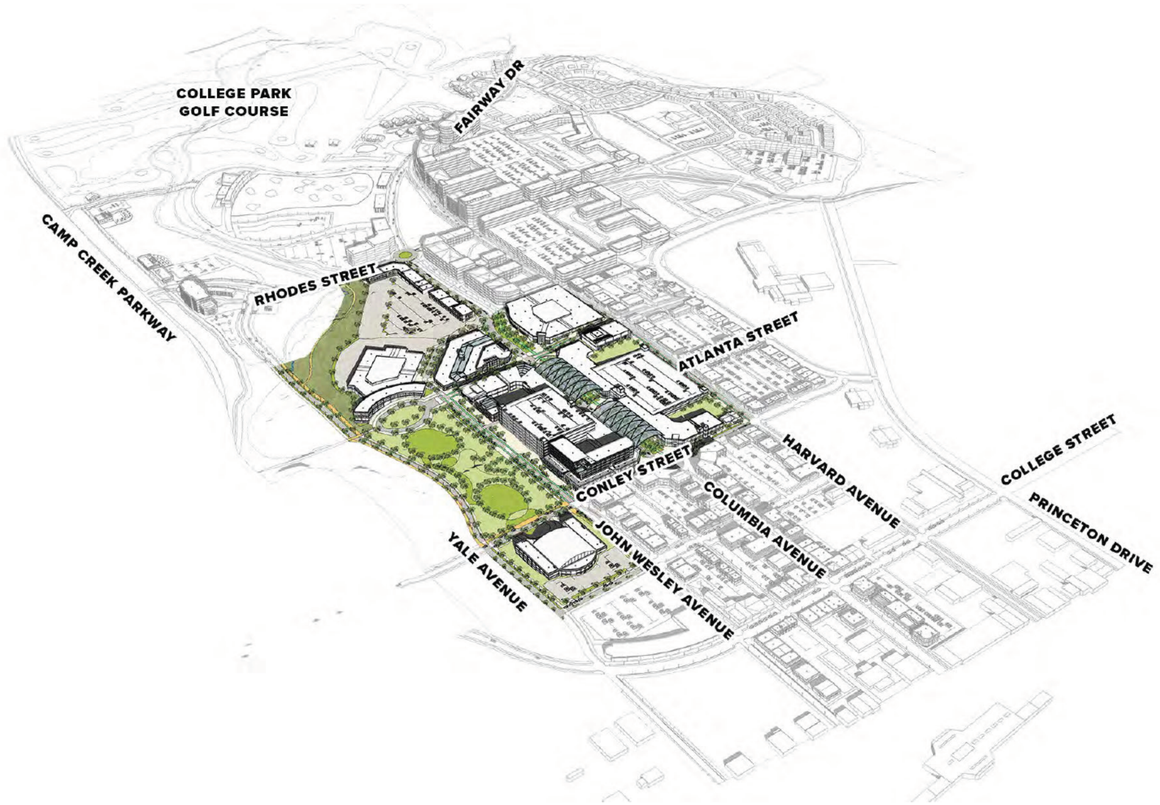


FIGURE 4.1M

PLOT PLAN



RETAIL DISTRICT FIGURE 4.2A

4.2 RETAIL DISTRICT

The Retail District will be the center of innovation and excitement. Here visitors can experience the history of music in College Park and Atlanta, watch planes land while standing on beautiful landscaping concealing stormwater treatment below, and scale a state-of-the-art climbing wall hiding a parking deck behind. Figure 4.2D shows more about The Landing Park.

Figure 4.2C also shows a Pattern Book of designs and styles the community expressed interest in seeing in the Retail District. Participants at the community meetings decided that futuristic and industrial architecture styles would best suit this area.

PHASE 1

DESTINATION DRIVERS:
50,000 SF Cultural Center,
6-Acre Greenspace, Food
Truck Plaza, Parking Deck w/
Rock Climbing Wall

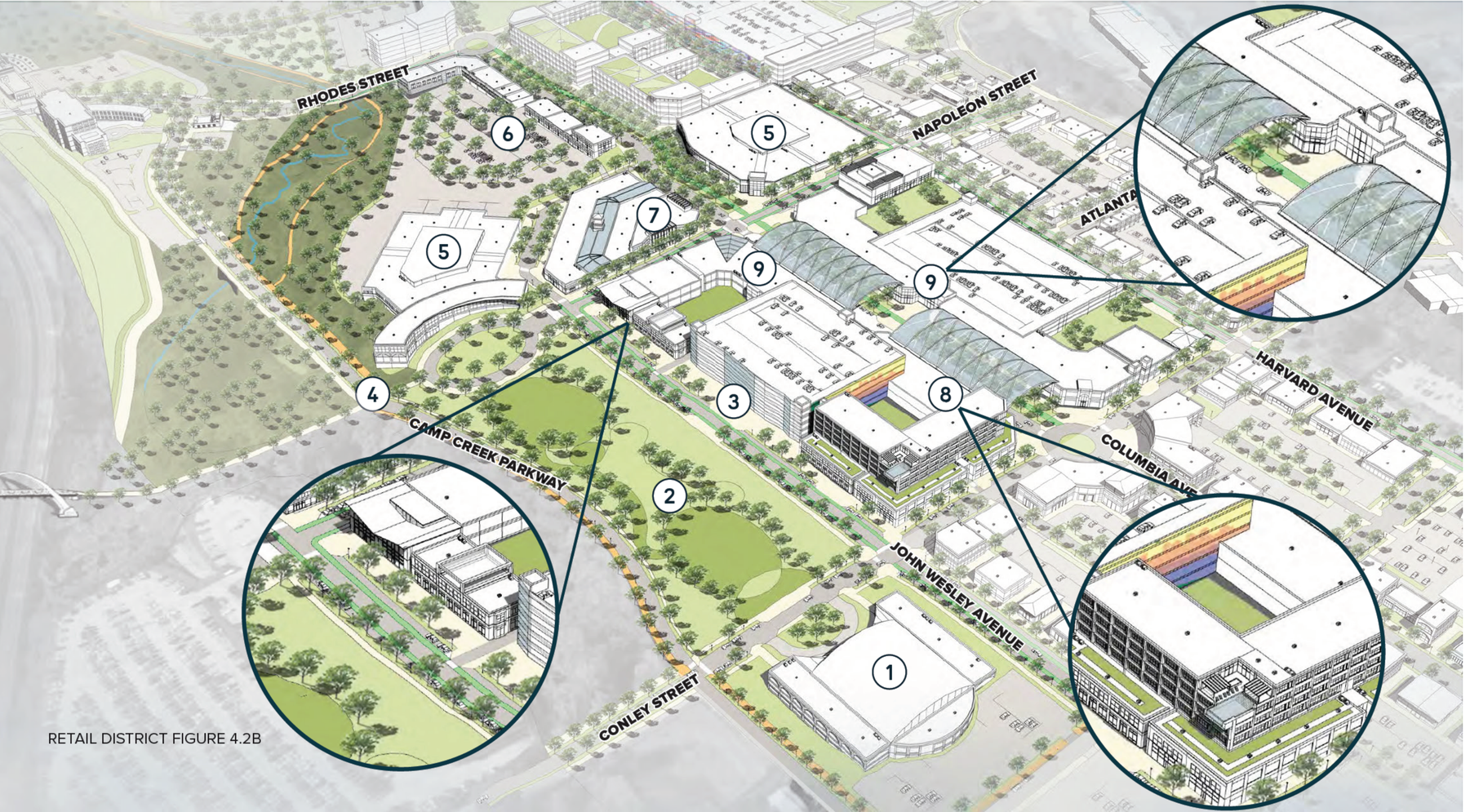
RETAIL:
100,000 SF Storefront Retail
90,000 SF Retail Anchor
10,000 SF Food Hall

OFFICE:
200,000 Office above Retail

HOTEL:
120 Key Boutique Hotel

PHASE 2

RETAIL:
150,000 SF Liner Retail
100,000 SF Anchor Retail



RETAIL DISTRICT FIGURE 4.2B

> " After a yoga class at Landing Park, I love watching the rock climbers scale the climbing wall on the parking deck as I walk to the food hall to grab lunch. "
>
> -College Park Residents

LEGEND

1. Cultural Center
2. The Landing Park
3. Rock Climbing Wall on Parking Deck
4. 5k Trail
5. Anchor Retail
6. Liner Retail
7. Food Hall
8. Hotel
9. Retail with Office Above

RETAIL PARKING

The District Plan provides:
Retail District = 3,840 spaces
900,000 sf Total (approx. 4.25/1,000)

Deck Total: 2330 spaces
Retail Deck (Phase 1): 1030 spaces
[72,000 sf/level; 5 levels]
Retail Deck (Phase 2): 1300 spaces
[114,000 sf/level; 4 levels]

Surface Parking: 1075 spaces

Street Parking: 435 spaces

- SKYTRAIN EXTENSION
- AUTONOMOUS BUS CIRCULATOR
- AUTOMOBILE CIRCULATION
- PEDESTRIAN CIRCULATION
- BIKE CIRCULATION
- 5K TRAIL
- PRIMARY STREET
- SECONDARY STREET
- TERTIARY STREET

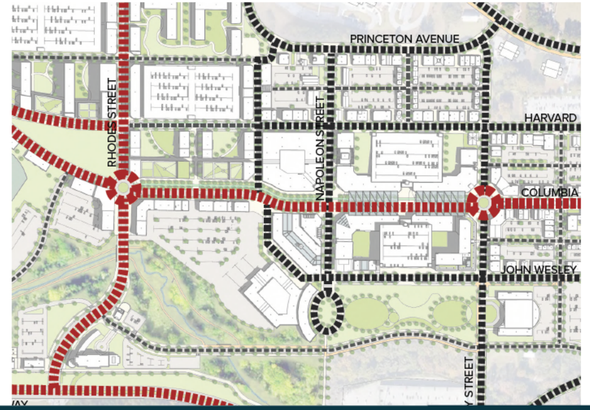


FIGURE 4.2C

STREET HIERARCHY

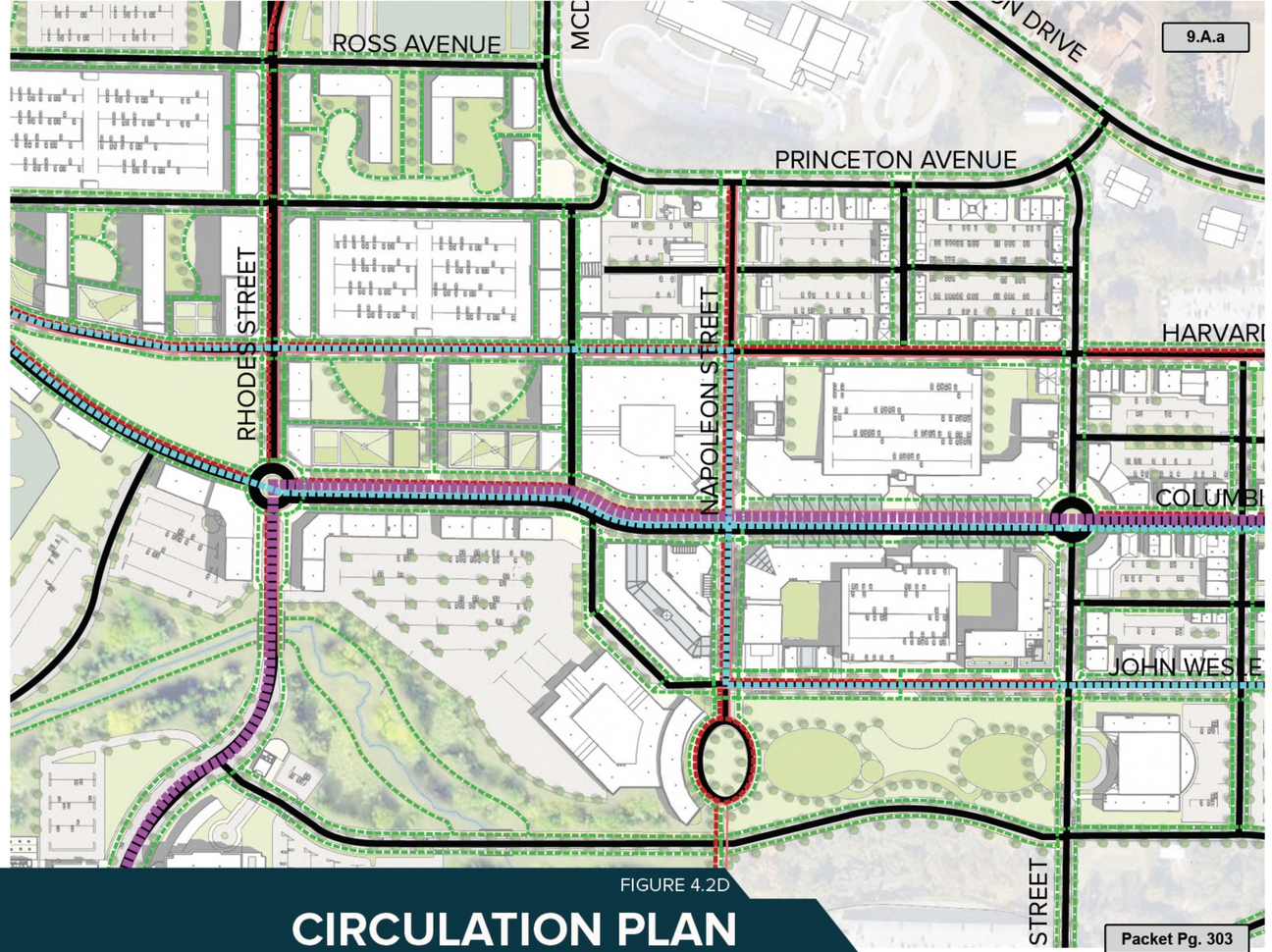
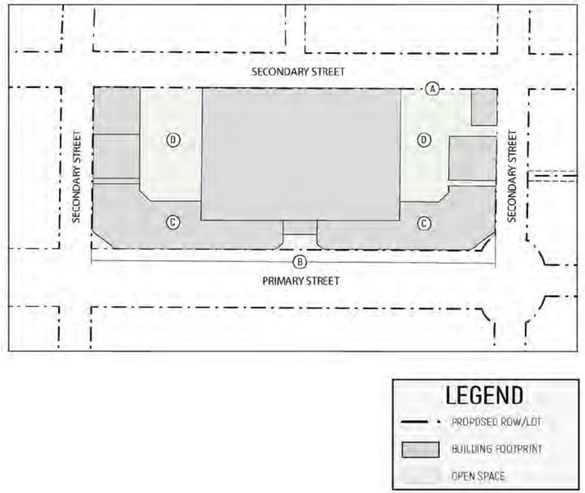


FIGURE 4.2D

CIRCULATION PLAN

Retail District Regulations	
Lot Controls	
A. Lot Area	10,000 sf min
B. Lot Width	75' min
C. Lot Coverage	N/A
D. Open Space	15% 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	125' max
K. Ground Story Height	13'
L. Upper Story Height	9'
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, facing primary street	50' max
Vehicle Access	
R. Access from alley	Required
S. Drive-thrus	Not permitted
Parking Location	
T. All off-street parking spaces must be behind or enclosed by the principal building and not be visible from the right-of-way of the Primary Street.	



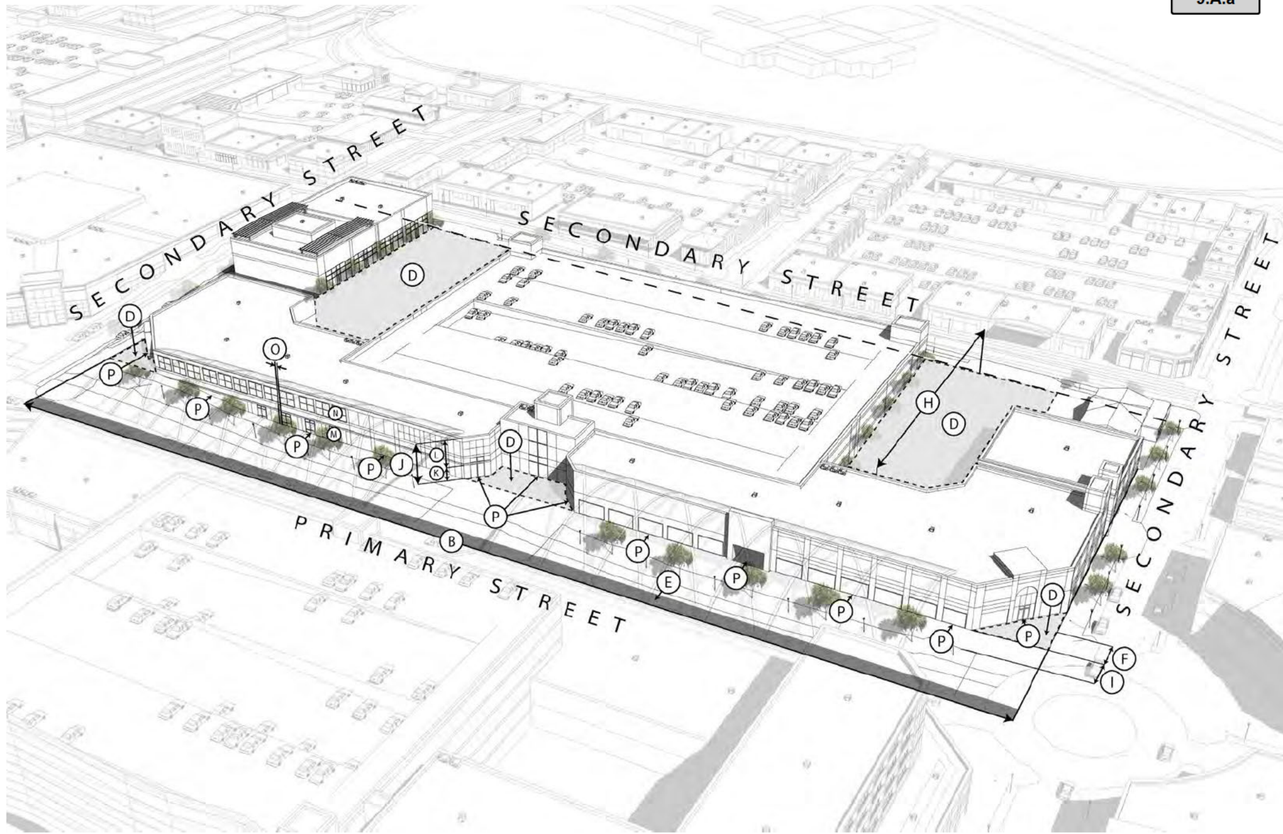
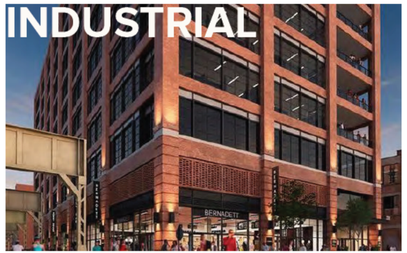


FIGURE 4.2E

REGULATION DIAGRAMS

INDUSTRIAL



FUTURISTIC

FIGURE 4.2F

RETAIL DISTRICT PATTERN BOOK

FIGURE 4.2G

THE LANDING STORMWATER PARK

THE LANDING PARK

The 6-acre central park will provide state of the art experiential amenities to the public and will serve as one of the larger regional stormwater management facilities for the Six W st Devel pme t The park will celebrate cultural heritage through branding opportunities with local art, signage and architectural features to create a unique destination for College Park rich with cultural history.

It will be connected to a new heritage/ cultural arts center on the east side and a potential e-sports arena at the west side. The park will include space for food truck vendors, greenspace for picnics, family gatherings, a state-of-the-art playground for all ages, outdoor fitness, public events, and airplane viewing. A stage or amphitheater designed to shelter sound from the airport and also redirect s u d from the residential areas could host events. The playground for all ages include a custom themed playground, a splash park, a rock climbing wall and a seasonal ice skating rink. The park is strategically in-line with a departure runway, so residents, global travelers and local visitors can come and view planes taking off and is modeled after several successful parks throughout the United States including Gravelly Park in Washington DC, Millennium Park in Chicago. The park will manage 350,000 cubic feet in stormwater capacity through underground infiltration chambers and bioretention swales. Currently, a portion of the park houses a regional detention pond that will be buried and turned into an active greenspace.

Sustainable Initiative

Six West will feature a comprehensive green infrastructure strategy provided through regional watershed infiltration, bioretention landscape, tree filter boxes, permeable pavements and rainwater harvesting. College Park has previously installed a series of tree filter boxes that will be incorporated and/or re-used withi the proposed street ernac la .

PERMEABLE PAVEMENTS

BIO RETENTION RAIN GARDENS

VEGETATIVE FILTER STORM BOXES

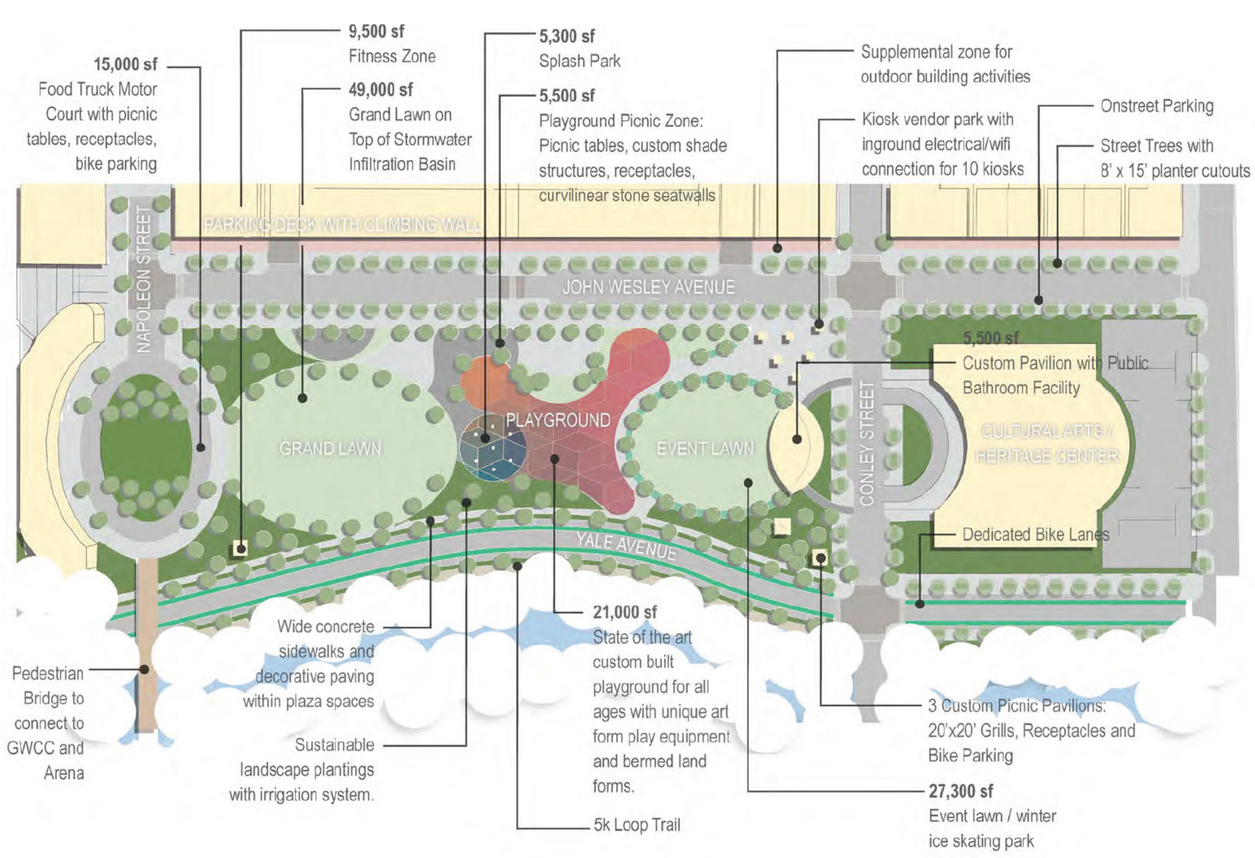


FIGURE 4.2H

THE LANDING PARK

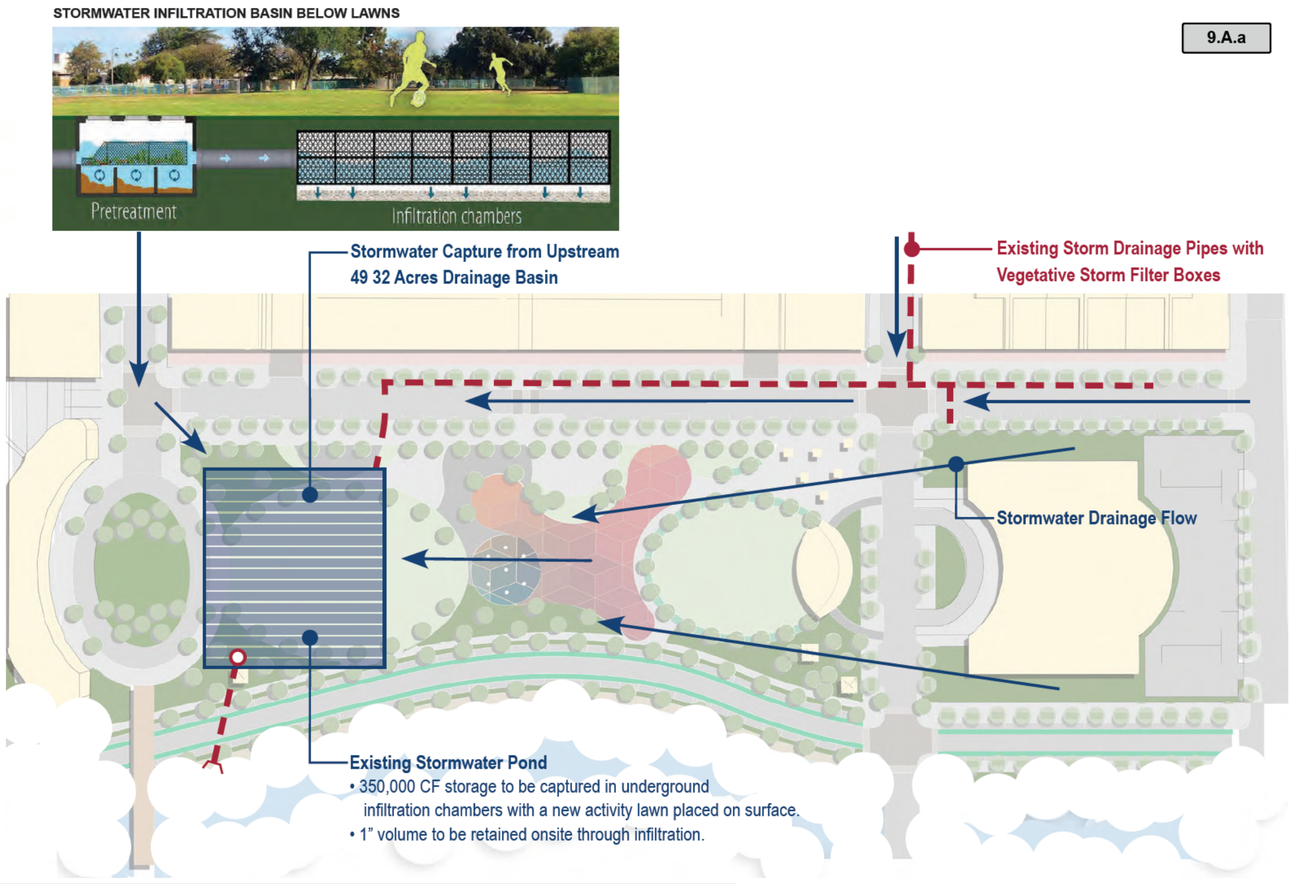


FIGURE 4.2I

PARK STORMWATER STRATEGIES

PLOT PLAN

A plot plan was developed for the Retail District. This plan provides dimensions and acreage for each developable block/ plot, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.

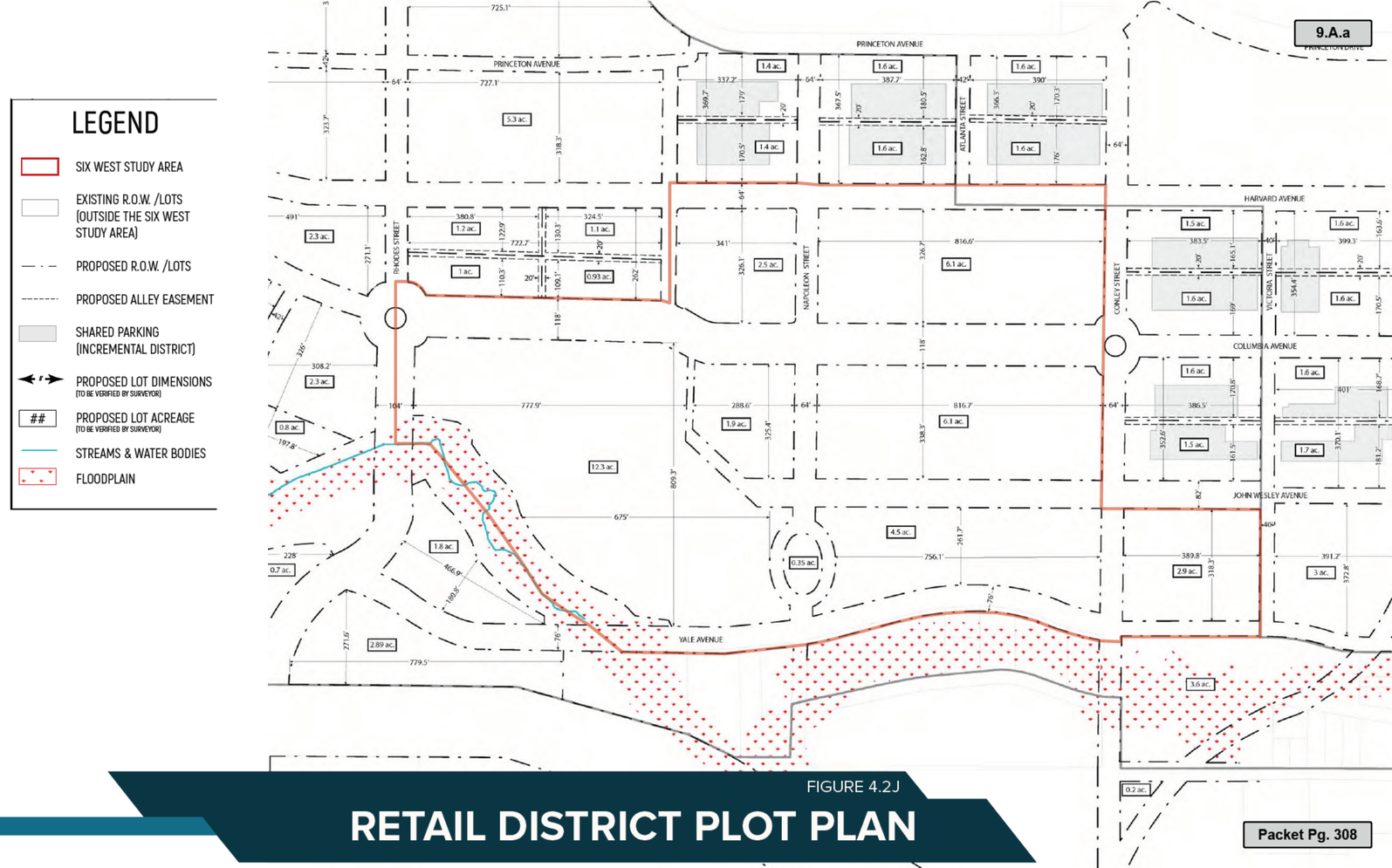
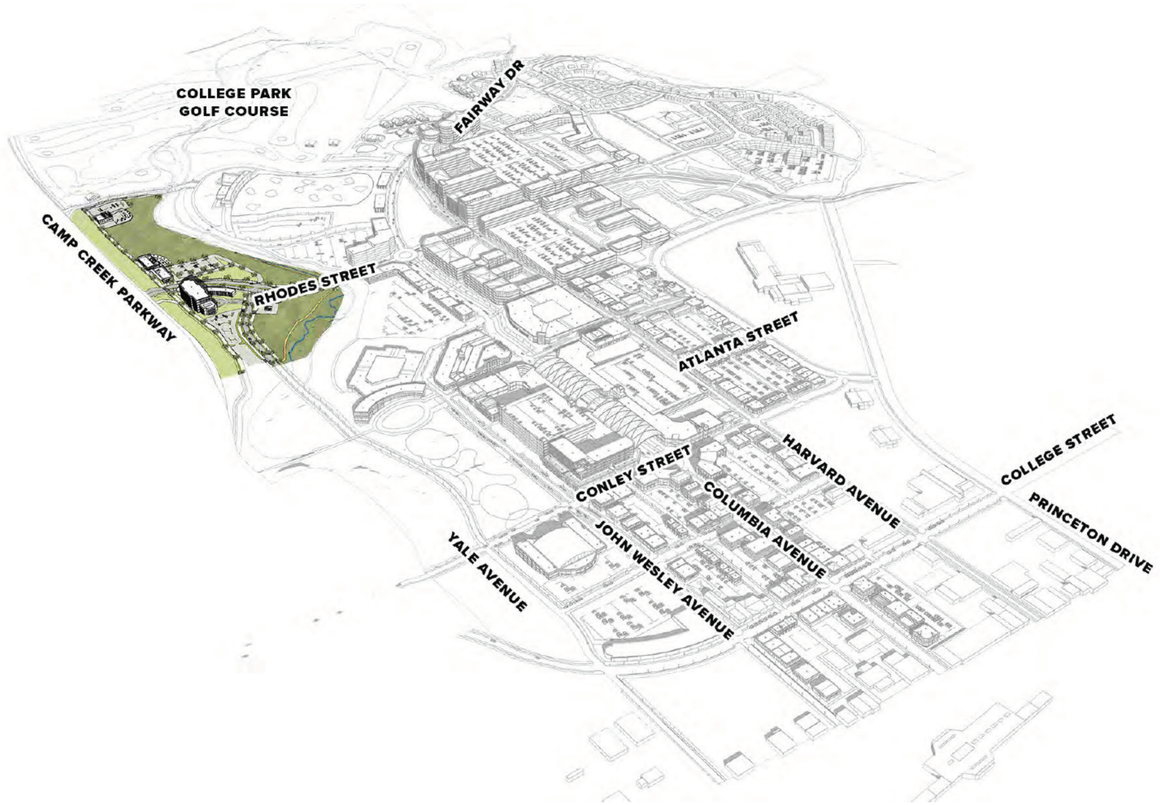


FIGURE 4.2J

RETAIL DISTRICT PLOT PLAN



CAMP CREEK DISTRICT FIGURE 4.3A

4.3 CAMP CREEK DISTRICT

This land along a highly-trafficked thoroughfare, Camp Creek Parkway, can serve the community with restaurants and a hotel. The proximity to Camp Creek Parkway will draw visitors in and the views over the Creek and College Park Golf Course will make them stay. The hotel can also house guests that may be attending an event at the renovated Club House. Behind these amenities, the 5k trail will wind along Camp Creek and serve the hotel guests.

Figure 4.3C also shows a Pattern Book of amenities the community expressed interest in seeing in the Camp Creek District.

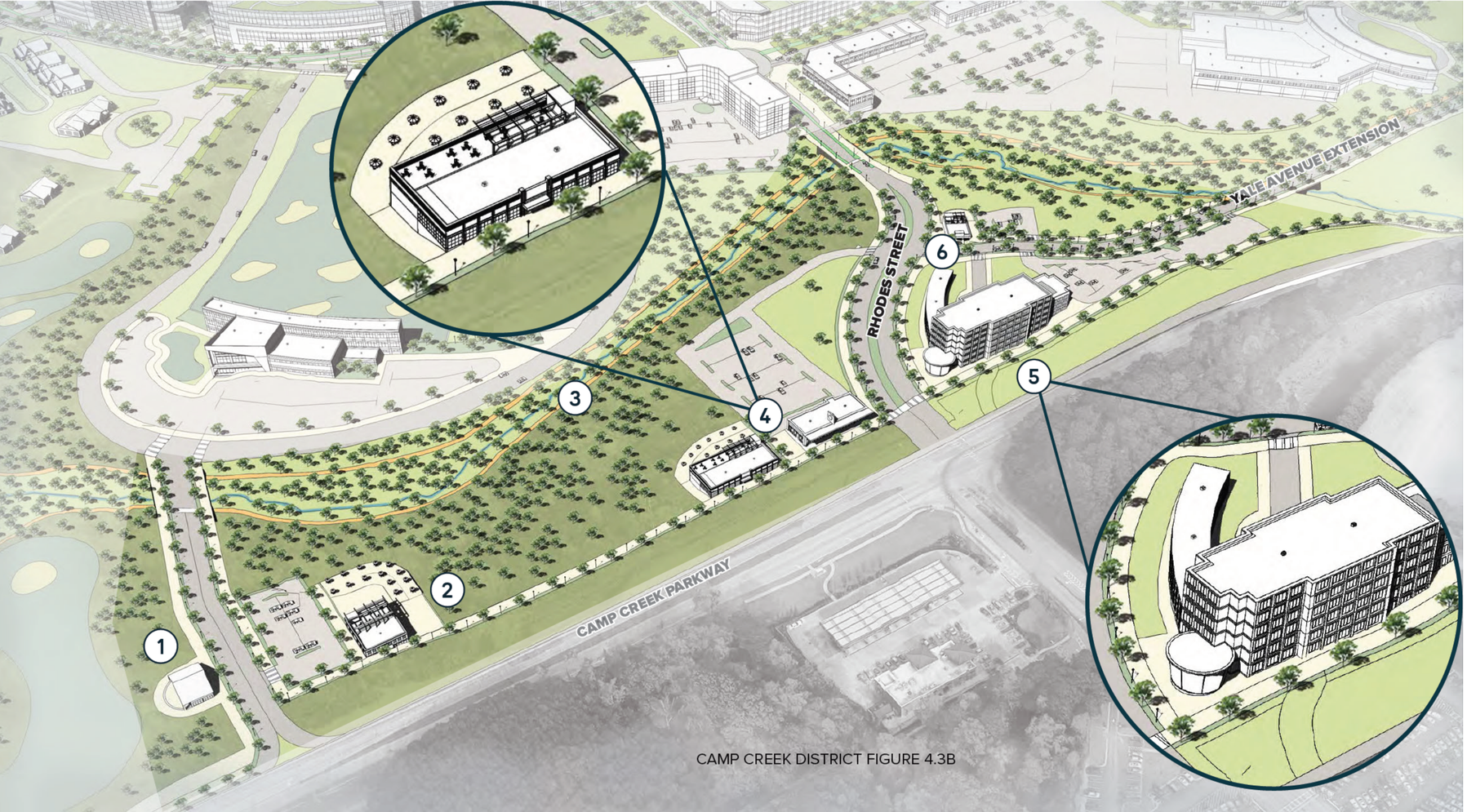
PHASE 1

8,000 SF Restaurants

PHASE 2

20,000 SF Restaurants

150 Key 5-Star Hotel



CAMP CREEK DISTRICT FIGURE 4.3B

"Following a meeting at an international office headquarters, I walk back to my 5-star hotel and have dinner on the rooftop while I watch planes overhead. You can't beat the airport access!"
-International traveler

LEGEND

1. Golf Oriented Dining/Service
2. Restaurant
3. 5K Trail on the Creek
4. Restaurants
5. 5-Star Hotel
6. Restaurant

CAMP CREEK PARKING

The District Plan provides:
Camp Creek District = 335 spaces
170,000 sf Total (approx. 2/1,000)

Surface Parking: 335 spaces
170,000 sf Total (approx. 2/1000)

- SKYTRAIN EXTENSION
- AUTONOMOUS BUS CIRCULATOR
- AUTOMOBILE CIRCULATION
- PEDESTRIAN CIRCULATION
- BIKE CIRCULATION
- 5K TRAIL
- PRIMARY STREET
- SECONDARY STREET
- TERTIARY STREET

FIGURE 4.3C

STREET HIERARCHY

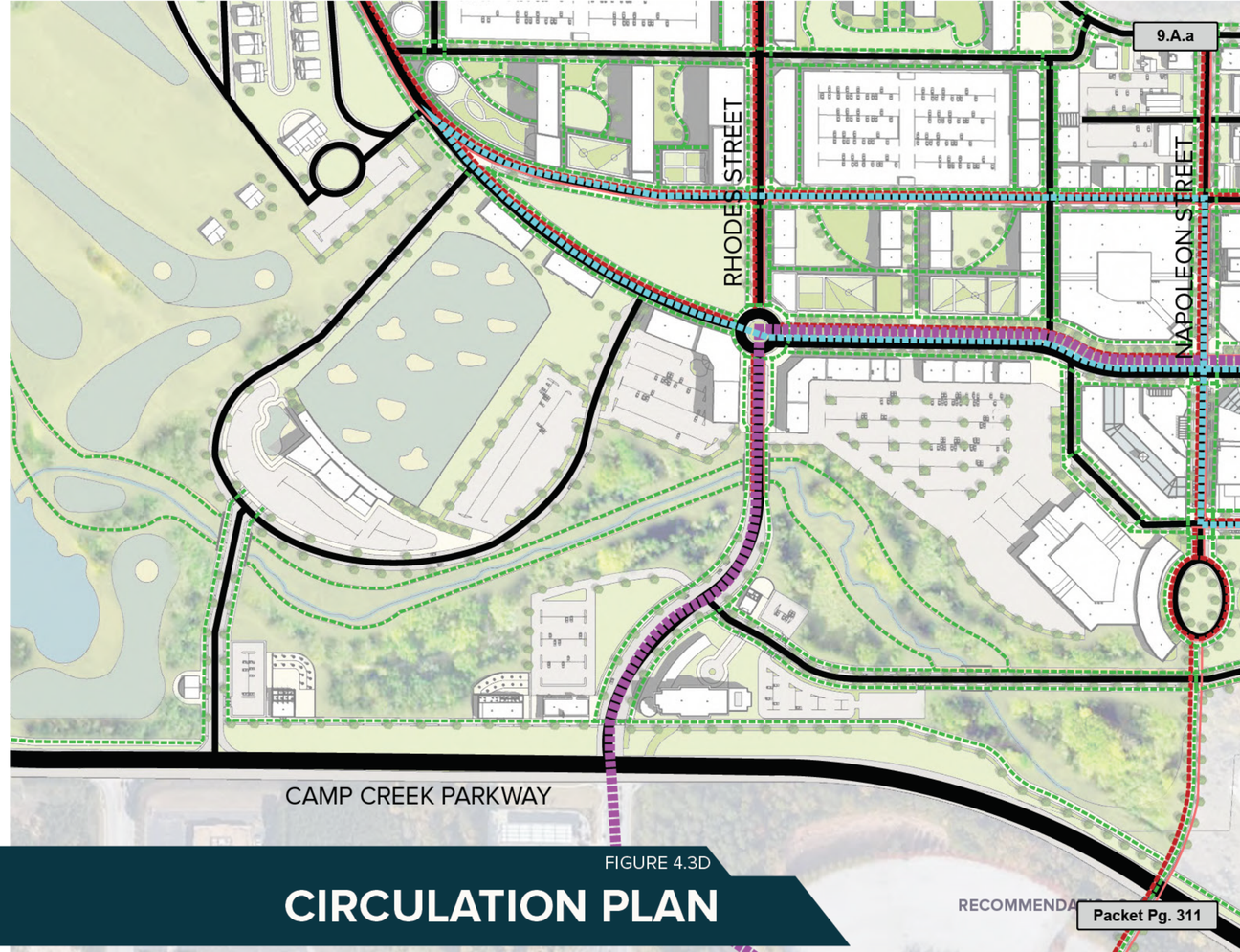
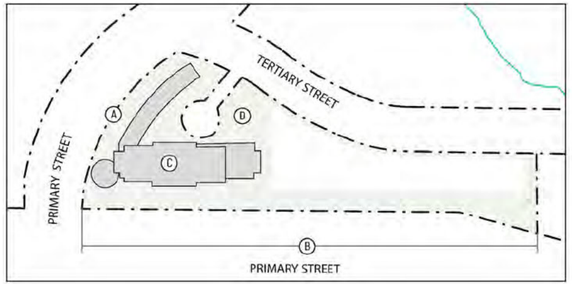


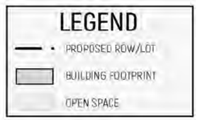
FIGURE 4.3D

CIRCULATION PLAN

Camp Creek Frontage District Regulations	
Lot Controls	
A. Lot Area	5,000 sf min
B. Lot Width	50' min
C. Lot Coverage	N/A
D. Open Space	15% min
E. Build-to-Zone*	60% primary street / 40% secondary street
Setbacks	
F. Front Setback	0' min/40' max
G. Side Setback	40' max
H. Rear Setback	20' min
I. Sidewalk	12' min
Building Height	
J. Building Height	220' max
K. Ground Story Height	11'
L. Upper Story Height	9'
Transparency	
M. Ground floor	40% primary/20% secondary min
N. Upper Stories	20% min
O. Blank Wall Area	40' primary/50' secondary min
Pedestrian Access	
P. Street Facing Entrance	Required
Q. Entrance Spacing	125' max
Vehicle Access	
R. Access from alley	Required
S. Drive-thrus	Permitted; drive thru window to be behind or enclosed by the principal building and not visible from the right-of-way of the Primary Street
Parking Location	
T. All off-street parking spaces must be behind or enclosed by the principal building and not be visible from the right-of-way of the Primary Street.	

*Primary Street to be defined by City Planner where two primary streets front the lot.





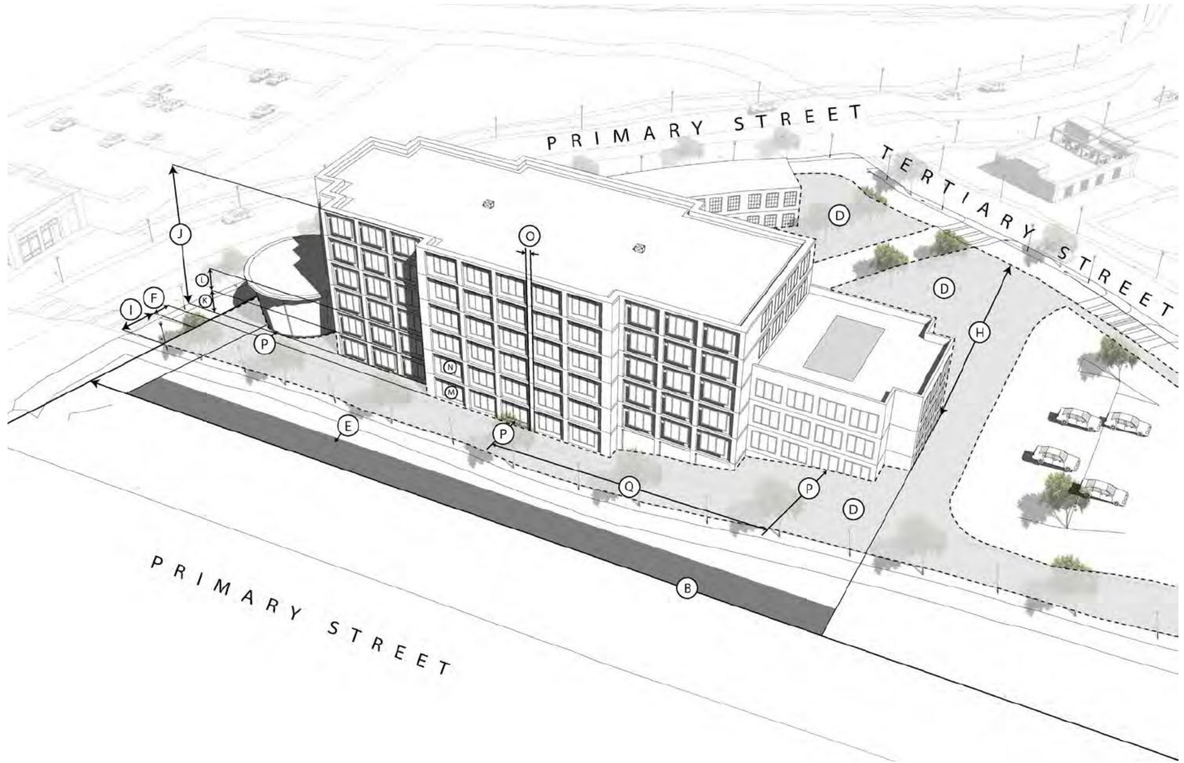


FIGURE 4.3E

REGULATION DRAWINGS

FIGURE 4.3F

CAMP CREEK DISTRICT PATTERN BOOK

PLOT PLAN

A plot plan was developed for the Camp Creek District. This plan provides dimensions and acreage for each developable block/plot, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.

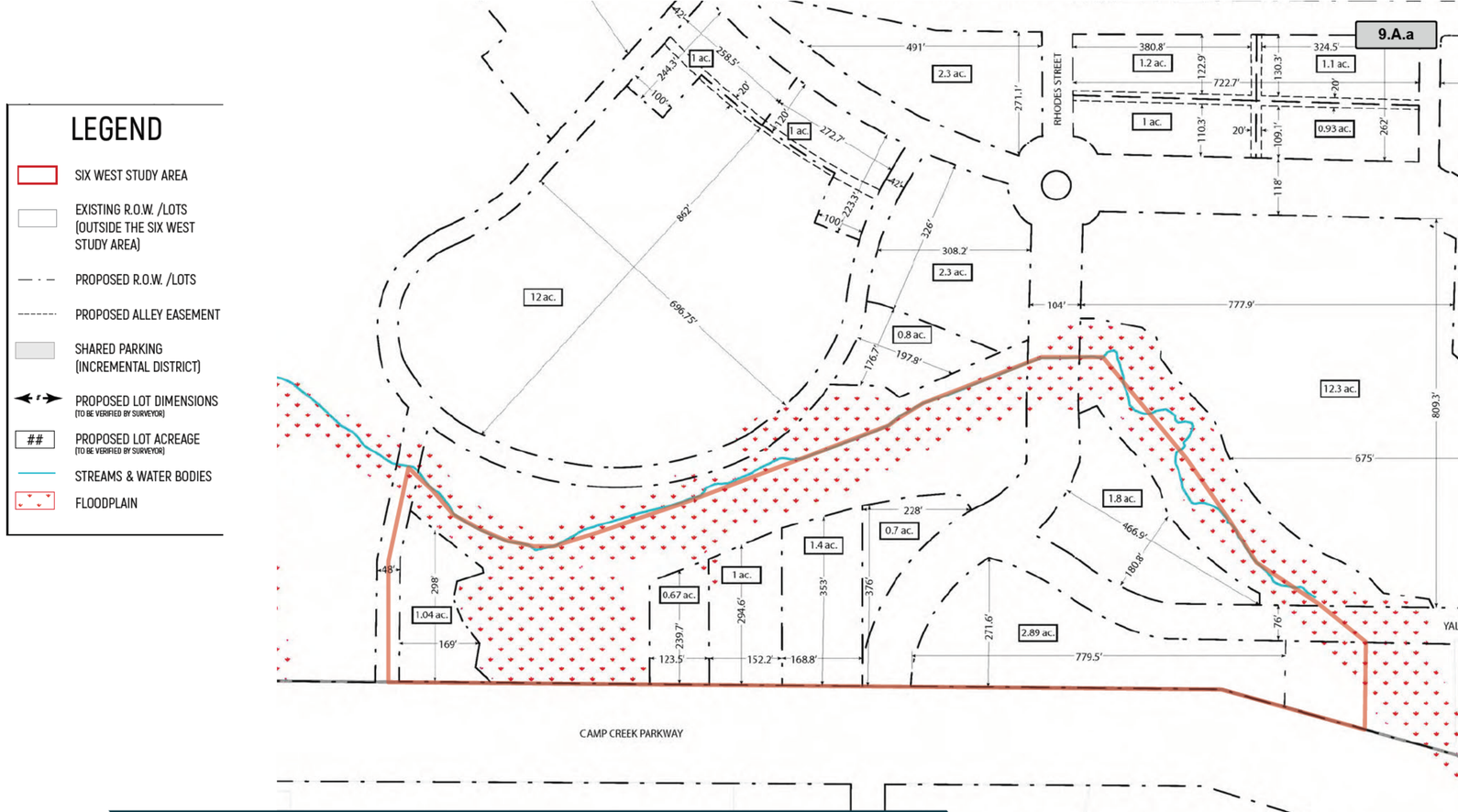


FIGURE 4.3G

CAMP CREEK DISTRICT PLOT PLAN

INCREMENTAL DISTRICT FIGURE 4.4A

4.4 INCREMENTAL DISTRICT

The Incremental District brings the treasured ambiance of Downtown College Park into Six West. Small parcels, walkable streets, and art alleys invite pedestrians and cyclists to enjoy the restaurants, shops, and offices in this district.

Strategies will be implemented to support local business owners to purchase and implement their visions for College Park.

Figure 4.4C also shows a Pattern Book of architecture, art, and alleyways the community expressed interest in seeing in the Incremental District.

PHASE 1

195,000 SF

Commercial/Mixed Use

12,000 SF Restaurants

100,000 SF Office

80,000 SF Retail

PHASE 2

240,000 SF

Commercial/Mixed Use

16,000 SF Restaurants

120,000 SF Office

100,000 SF Retail

INCREMENTAL DISTRICT FIGURE 4.4B

> "I grew up in College Park and am proud to call it home. Owning a business here connects me to the community even more and I love the locations proximity to Downtown and MARTA! "
> -Six West Business Owner

LEGEND

1. Priority Corridor & Connection to Downtown
2. Existing Buildings
3. Art Alley
4. Office Lofts with Garage

INCREMENTAL PARKING

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

Surface Parking: 900 spaces

Street Parking: 260 spaces

- SKYTRAIN EXTENSION
- AUTONOMOUS BUS CIRCULATOR
- AUTOMOBILE CIRCULATION
- PEDESTRIAN CIRCULATION
- BIKE CIRCULATION
- 5K TRAIL
- PRIMARY STREET
- SECONDARY STREET
- TERTIARY STREET

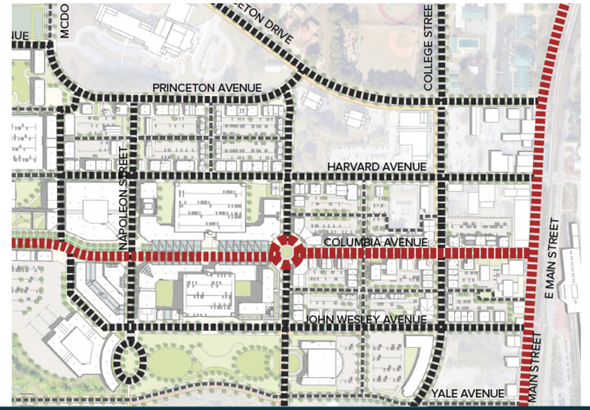


FIGURE 4.4C

STREET HIERARCHY

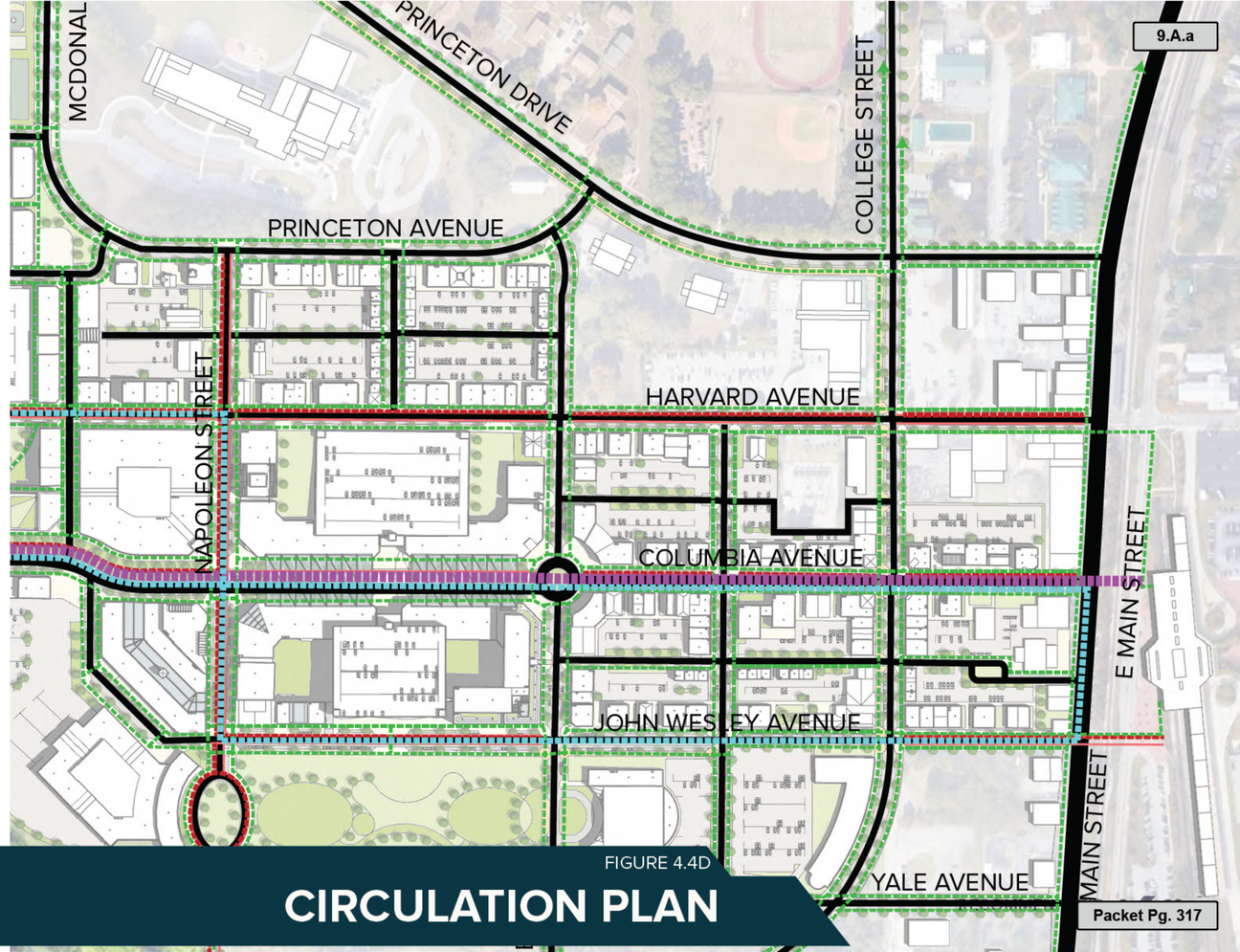


FIGURE 4.4D

CIRCULATION PLAN

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	13'
L. Upper Story Height	9'
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-street parking spaces must be behind or enclosed by the principal building and not be visible from the right-of-way of the Primary Street.	

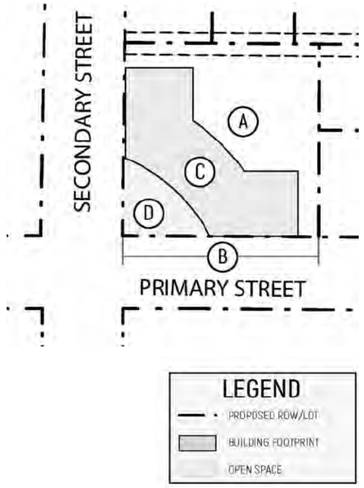


FIGURE 4.4E

REGULATION DRAWINGS

FIGURE 4.4F

INCREMENTAL DISTRICT PATTERN BOOK

PLOT PLAN

A plot plan was developed for the Incremental District. This plan provides dimensions and acreage for each developable block/plot, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.

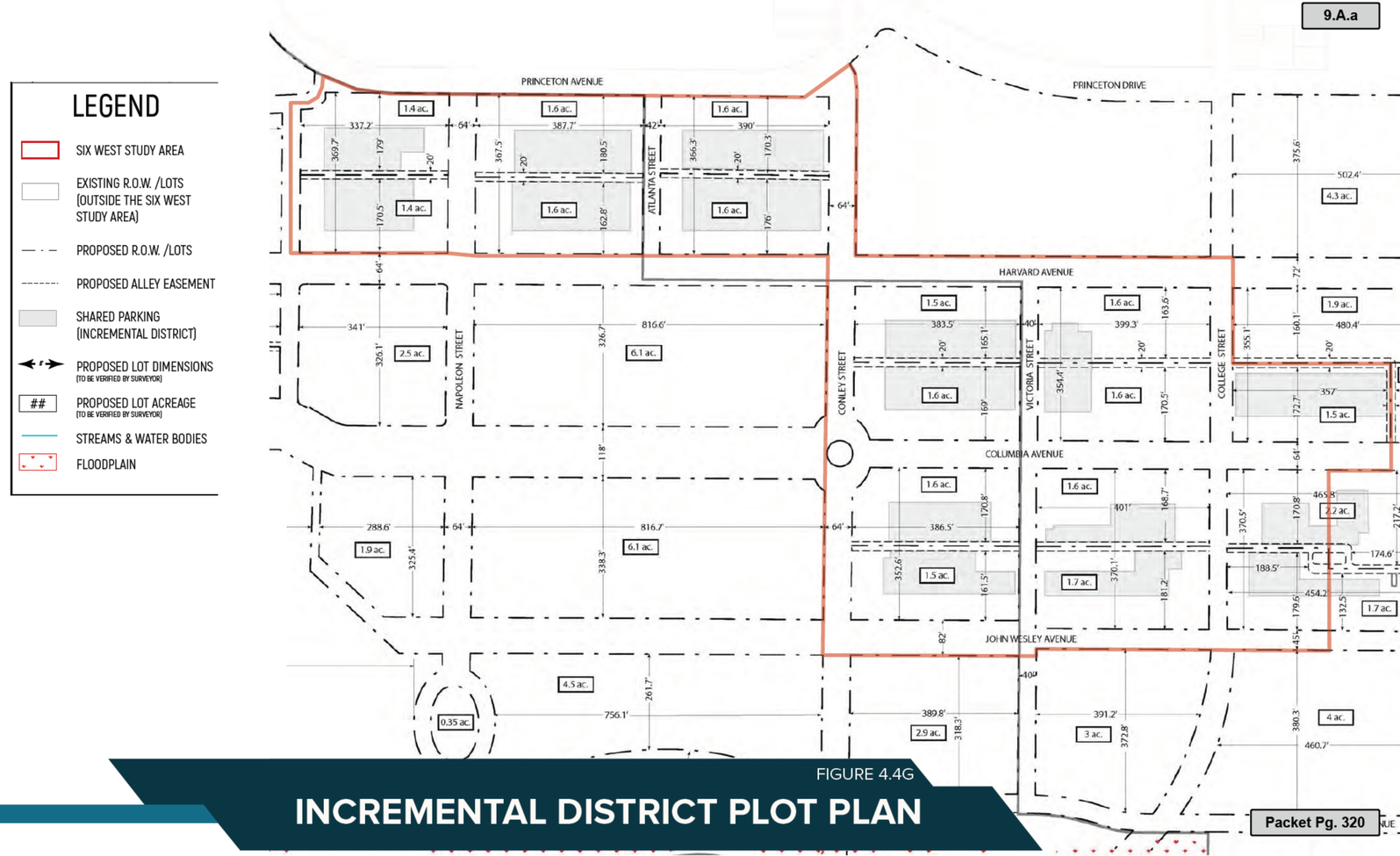
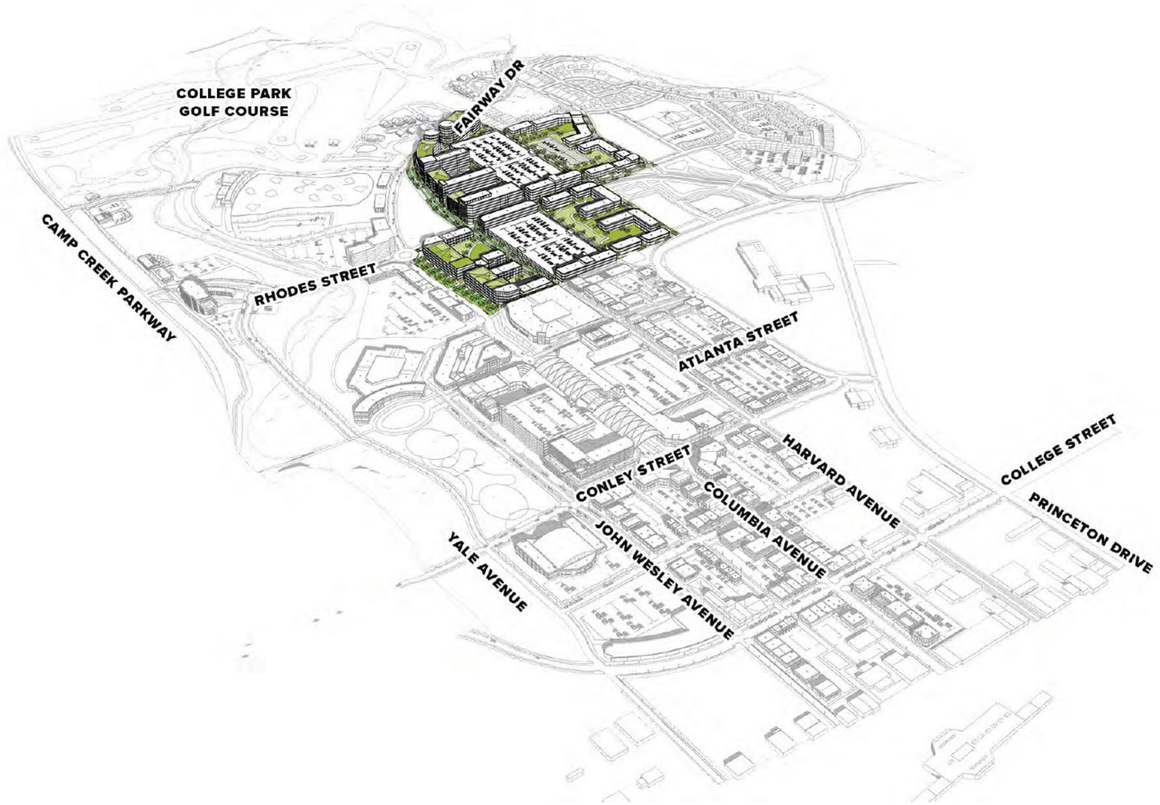


FIGURE 4.4G

INCREMENTAL DISTRICT PLOT PLAN



OFFICE DISTRICT FIGURE 4.5A

4.5 OFFICE DISTRICT

To attract tenants and a corporate headquarters, the Office District seeks to implement innovative design required after the ongoing COVID19 Pandemic. Greenspace, fresh air, sunshine, and pedestrian access will all be central to this development to support the health and wellbeing of those working within Six West.

PHASE 1

OFFICE

200,000 SF Office

8,000 SF Restaurants

12,000 SF Retail

PHASE 2

OFFICE

1,800,000 SF Office

16,000 SF Restaurants

80,000 SF Retail

OFFICE DISTRICT FIGURE 4.5B

> "I feel so much happier and more productive now that I can bike to work. Plus, my team regularly meets together on the green roof, so we get plenty of fresh air and access to nature. Walking to after work drinks on Columbia Avenue is an added bonus.
>
> -Corporate Headquarter Employee

LEGEND

1. Corporate Office Campus
2. Rooftop Amenities
3. Parking Deck
4. Phase 1 Office

OFFICE PARKING

The District Plan provides:
Office District = 9,545 spaces
2,000,000 sf Total (approx. 4.7/1,000)

Deck Total: 8,695 spaces
Office Deck (East): 3285 spaces
[164,000 sf/level; 7 levels]
Office Deck (West): 5410 spaces
[210,000 sf/level; 9 levels]

Surface Parking: 325 spaces

Street Parking: 525 spaces

- SKYTRAIN EXTENSION
- AUTONOMOUS BUS CIRCULATOR
- AUTOMOBILE CIRCULATION
- PEDESTRIAN CIRCULATION
- BIKE CIRCULATION
- 5K TRAIL
- PRIMARY STREET
- SECONDARY STREET
- TERTIARY STREET

FIGURE 4.5C

STREET HIERARCHY

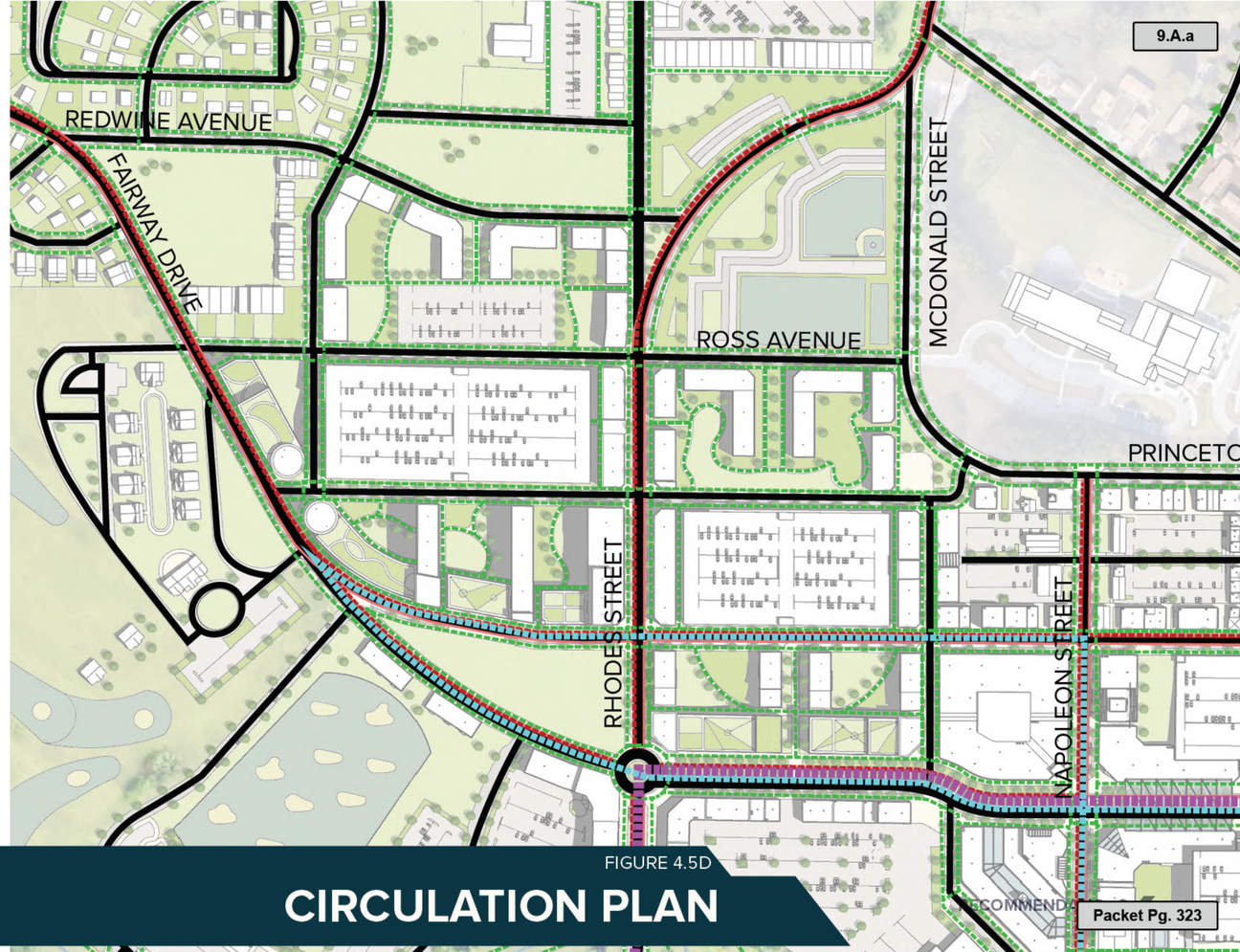
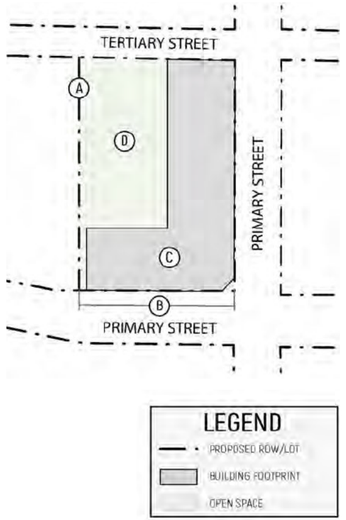


FIGURE 4.5D

CIRCULATION PLAN

Office District Regulations	
Lot Controls	
A. Lot Area	10,000 sf min
B. Lot Width	75' min
C. Lot Coverage	N/A
D. Open Space	15% min
E. Build-to-Zone/Lot Frontag	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	220' max
K. Ground Story Height	13'
L. Upper Story Height	9'
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, facing primary street	125' max
Vehicle Access	
R. Access from alley	Required
S. Drive-thrus	Not permitted
Parking Location	
T. All off-street parking spaces must be behind or enclosed by the principal building and not be visible from the right-of-way of the Primary Street.	



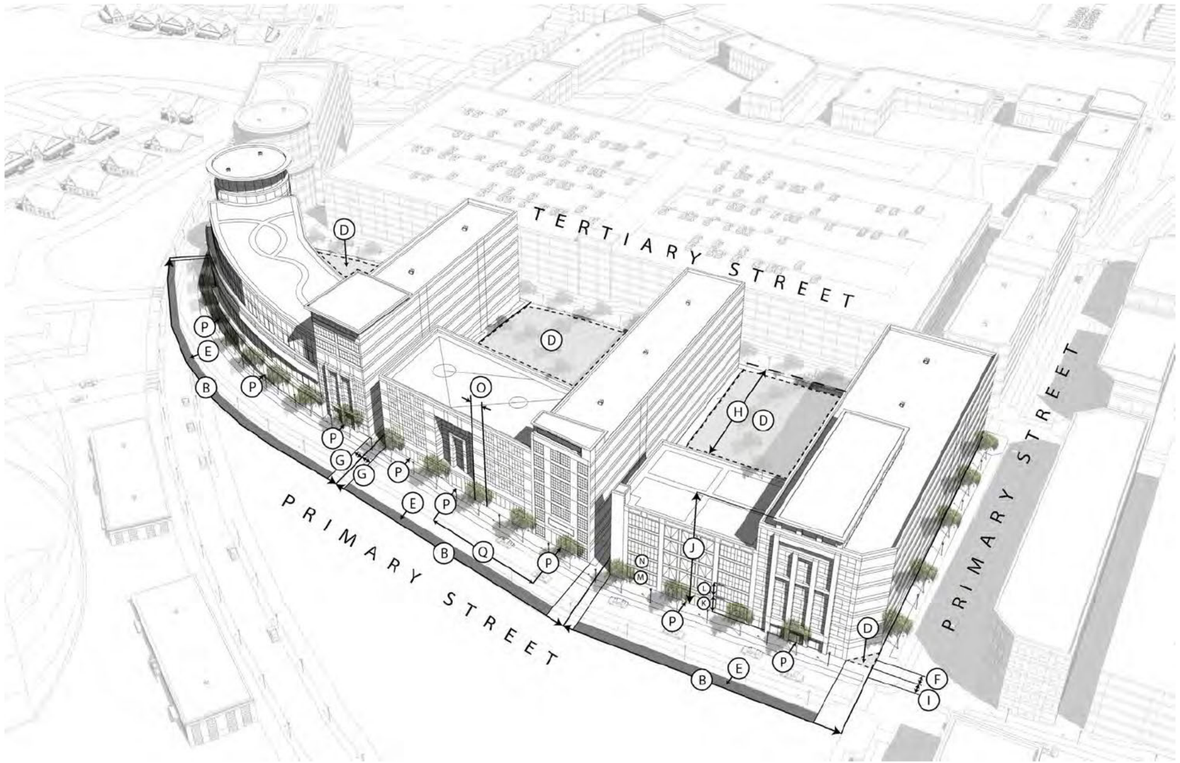
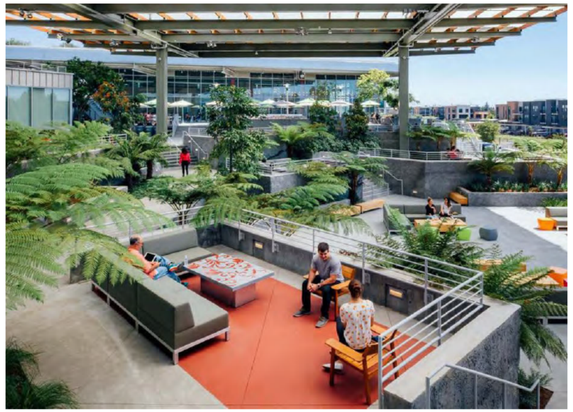
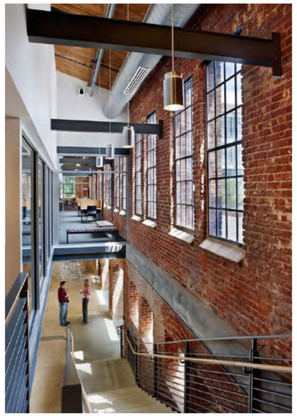
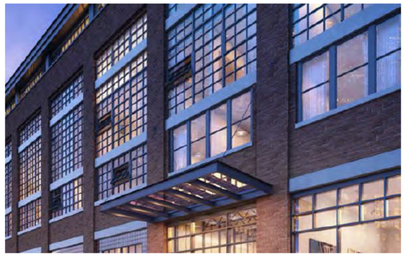
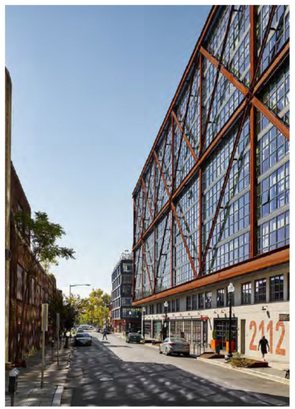


FIGURE 4.5E

REGULATION DRAWINGS





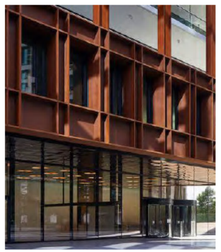


FIGURE 4.5F

OFFICE DISTRICT PATTERN BOOK

PLOT PLAN

A plot plan was developed for the Office District. This plan provides dimensions and acreage for each developable block/plot, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.

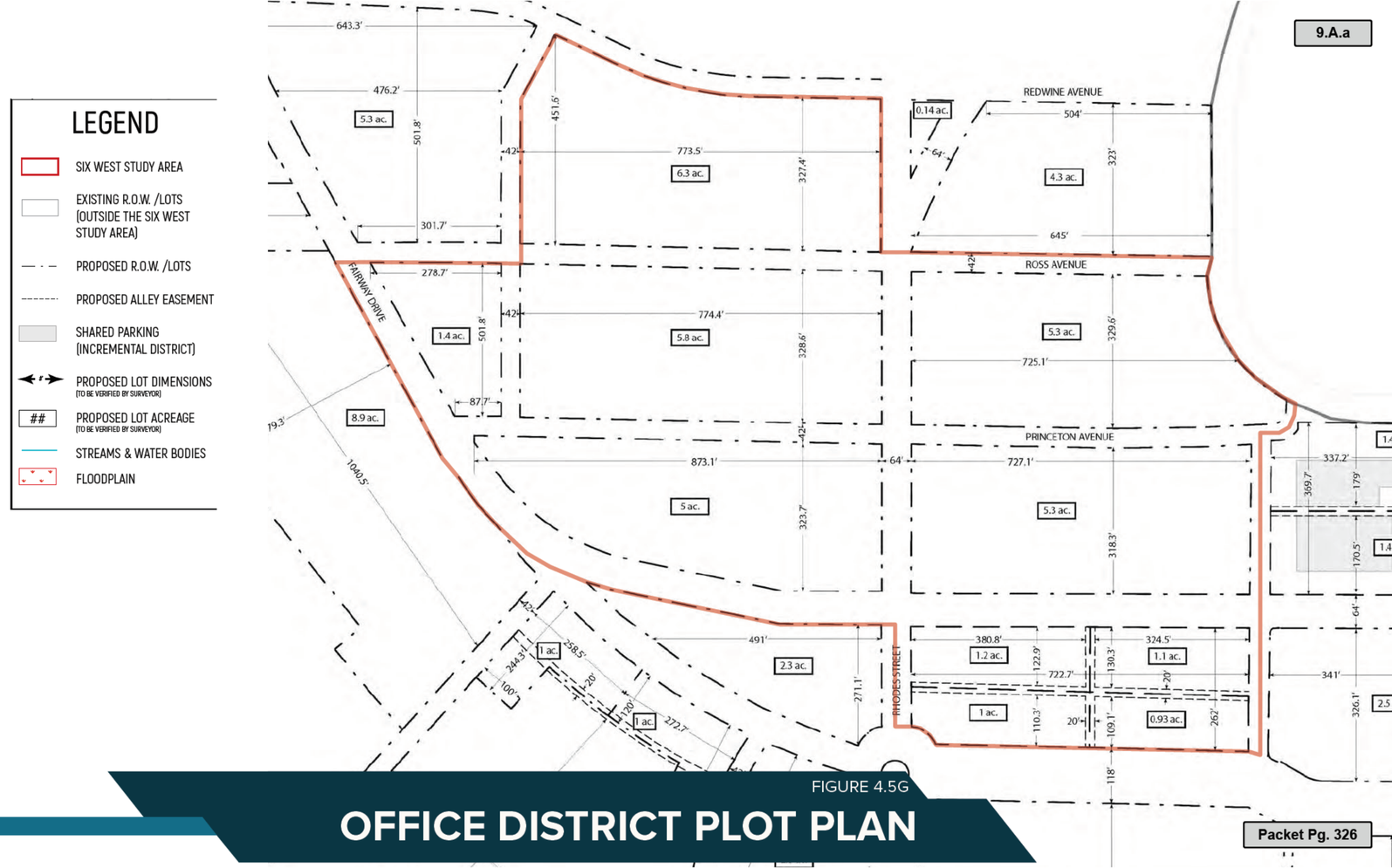
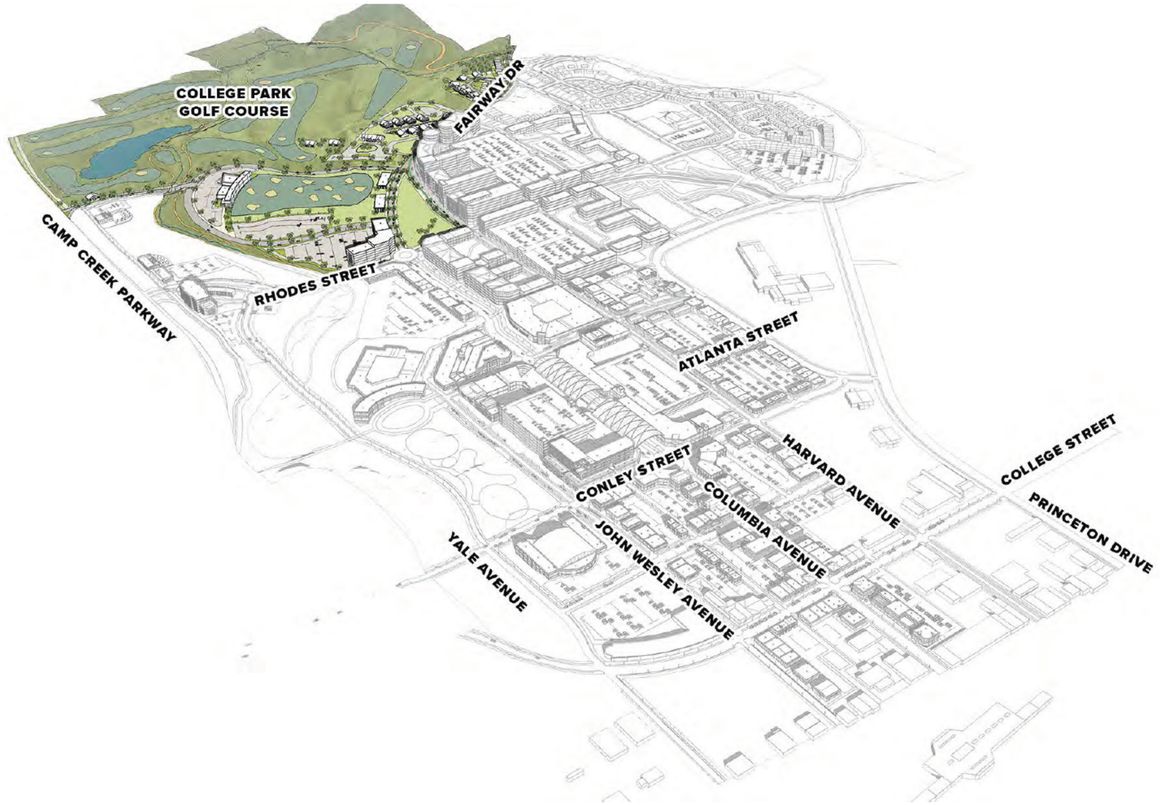


FIGURE 4.5G

OFFICE DISTRICT PLOT PLAN



GOLF ENTERTAINMENT DISTRICT FIGURE 4.6A

4.6 GOLF ENTERTAINMENT DISTRICT

A reinvigorated College Park Golf Course serves Six West residents, visitors, travelers, and workers. New amenities highlight the views and beauty the golf course provides Six West.

The Club House now a beautiful event venue for meetings, weddings, and reunions. Marvelous estates line the course and provide easy access to a round of golf. Restaurants/ retail overlook the green hills of the course.

PHASE 1

DESTINATION DRIVERS:

Golf Entertainment Facility, Golf Course Updates, Golf Club Rehab & Event Rentals

HOTEL:

150 Key Hotel

PHASE 2

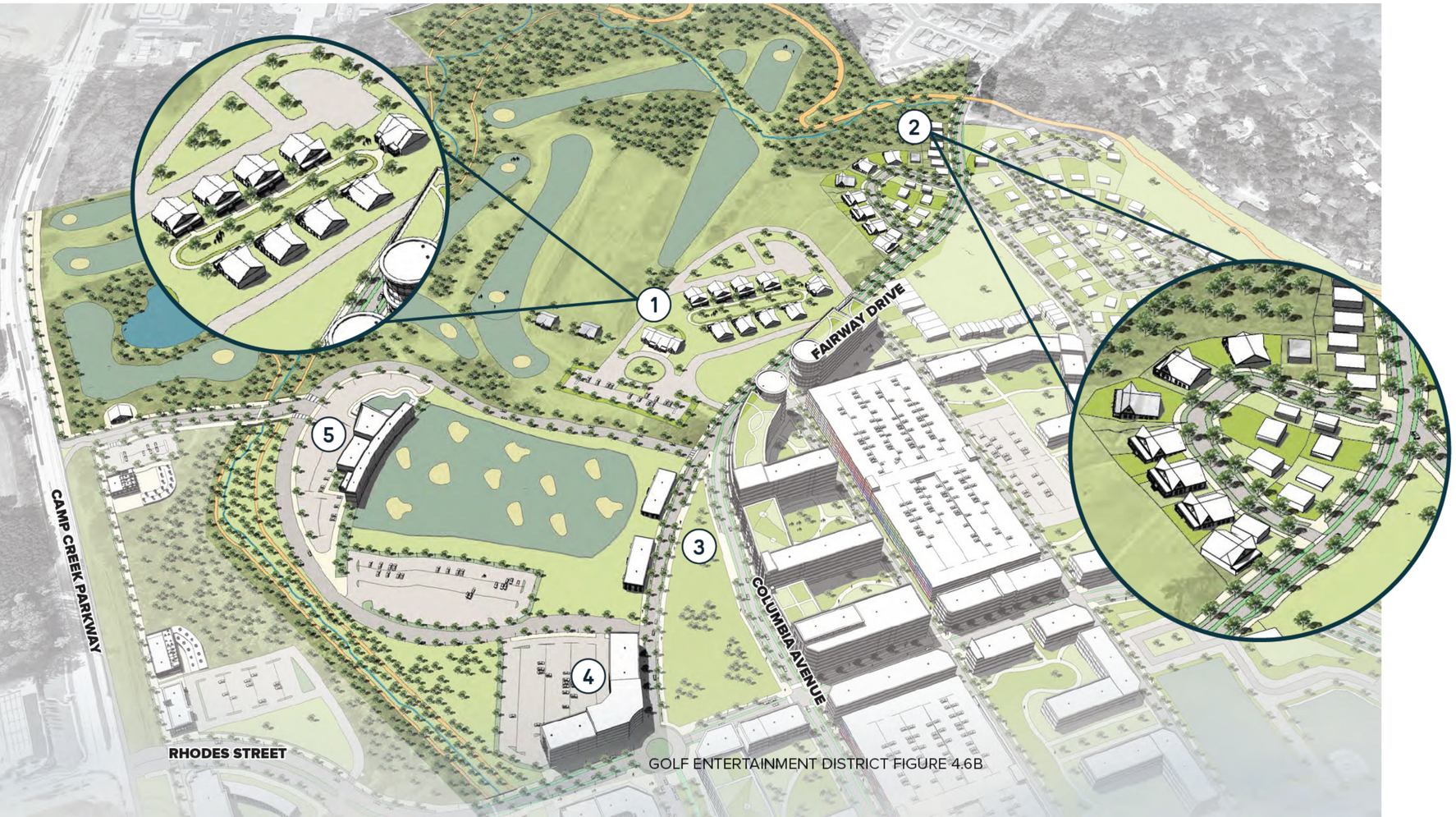
RETAIL:

20,000 SF Retail

Brewery

RESIDENTIAL:

20+ Estates on Golf Course



GOLF ENTERTAINMENT DISTRICT FIGURE 4.6B

> "I am able to spend quality time with my family golfing and grabbing a beer at the brewery nearby. We are even talking about having our next reunion at the club house and have everyone stay at rental cottages overlooking the course.
>
> -Tri-Cities Resident

LEGEND

1. Club House with Event Rentals
2. Estate Homes on the Golf Course
3. Breweries/Retail
4. Hotel
5. Golf Entertainment Facility

GOLF ENTERTAINMENT PARKING

The District Plan provides:
Golf District = 650 spaces
270,000 sf Total (approx. 3.2/1,000)
Per zoning: 274

Surface Parking: 650 spaces

SKYTRAIN EXTENSION
AUTONOMOUS BUS CIRCULATOR
AUTOMOBILE CIRCULATION
PEDESTRIAN CIRCULATION
BIKE CIRCULATION
5K TRAIL
PRIMARY STREET
SECONDARY STREET
TERTIARY STREET

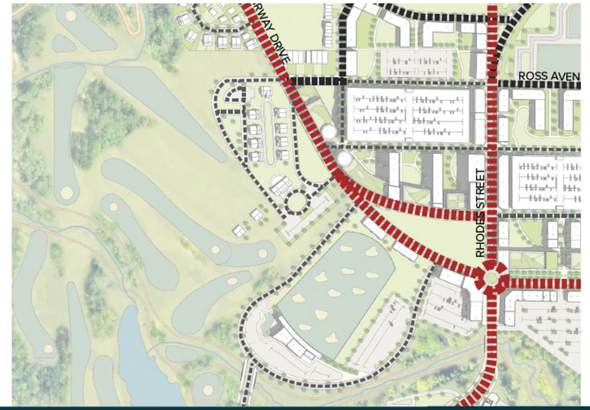


FIGURE 4.6C
STREET HIERARCHY

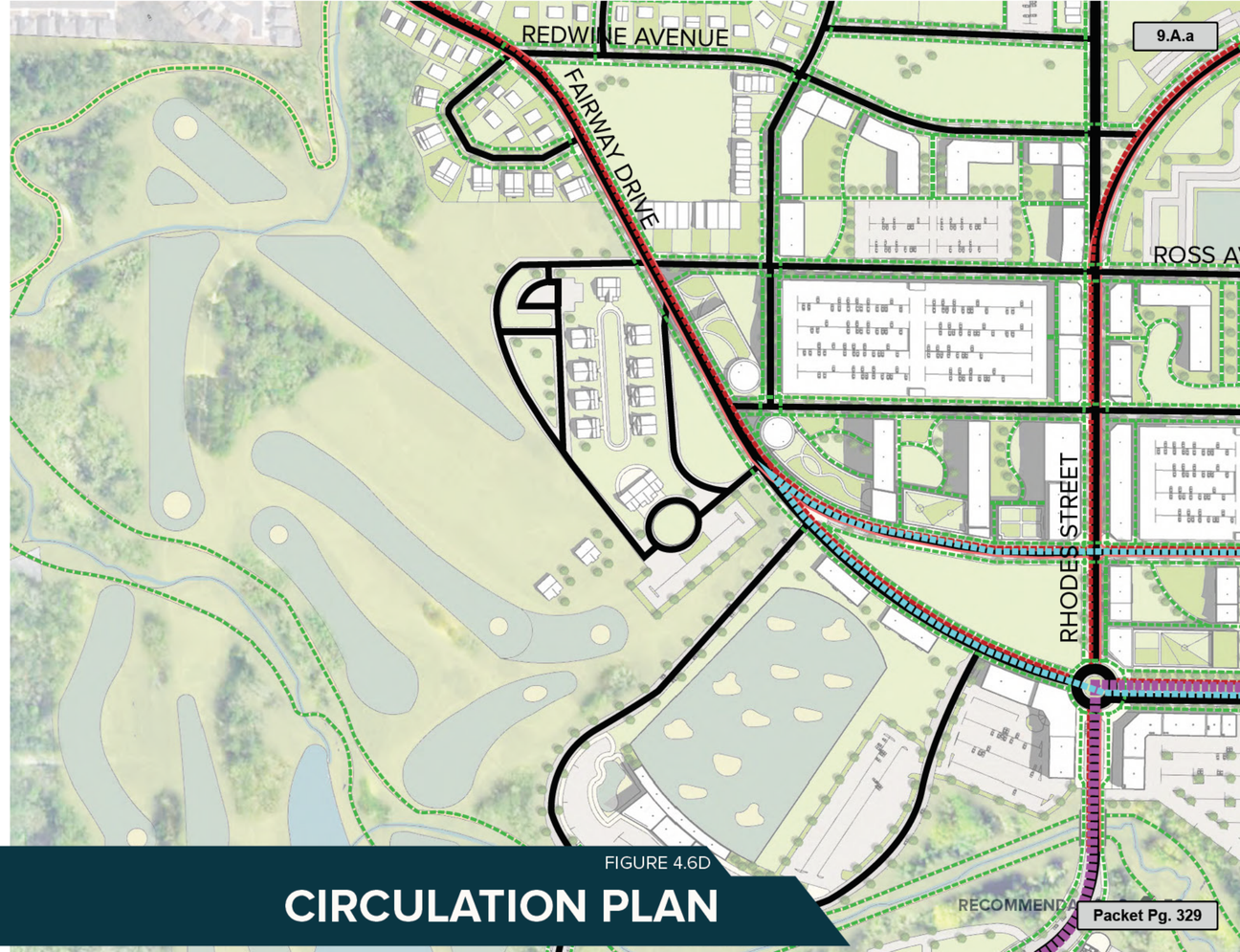


FIGURE 4.6D
CIRCULATION PLAN

Golf Entertainment District Regulations*	
Lot Controls	
A. Lot Area	10,000 sf min
B. Lot Width	75' min
C. Lot Coverage	N/A
D. Open Space	15% min
E. Build-to-Zone	70% 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	220' max
K. Ground Story Height	13'
L. Upper Story Height	9'
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, facing primary street	125' max
Vehicle Access	
R. Access from alley	Required
S. Drive-thrus	Not permitted
Parking Location	
T. All off-street parking spaces must be behind or enclosed by the principal building and not be visible from the right-of-way of the Primary Street.	

*Excludes residential: Residential to align with residential standards per zo

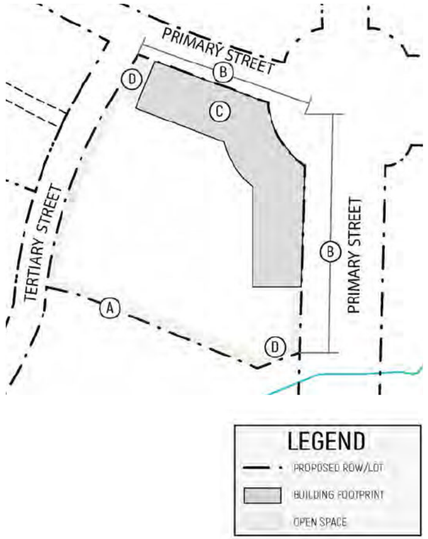


FIGURE 4.6E

REGULATION DRAWINGS

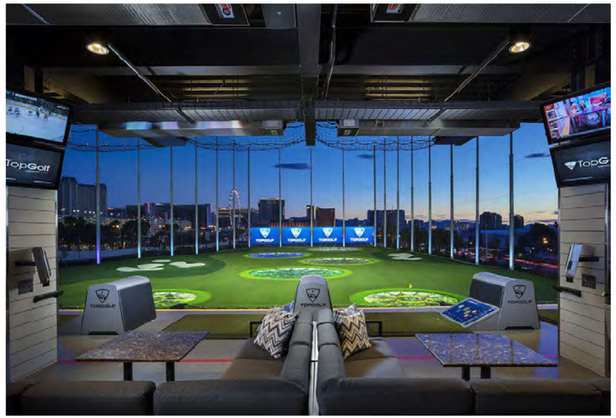


FIGURE 4.6F

GOLF ENTERTAINMENT DISTRICT PATTERN BOOK

PLOT PLAN

A plot plan was developed for the Golf Entertainment District. This plan provides dimensions and acreage for each developable block/plot, accounting for proposed Right-of-Way necessary to accommodate the streetscapes and trail provided in this master plan.

Disclaimer: Lot dimensions and acreage to be verified by a surveyor.

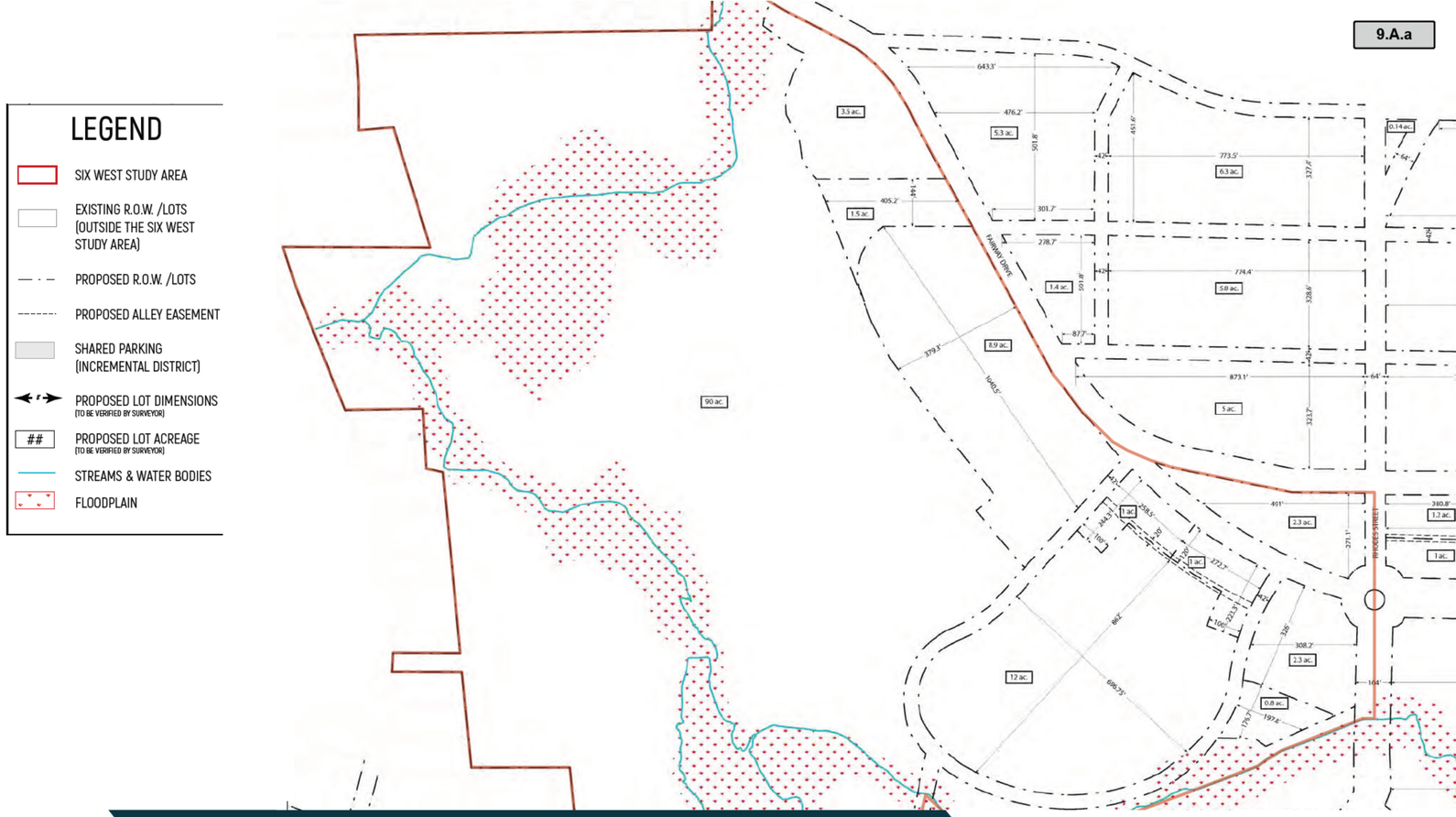


FIGURE 4.6G

GOLF DISTRICT PLOT PLAN

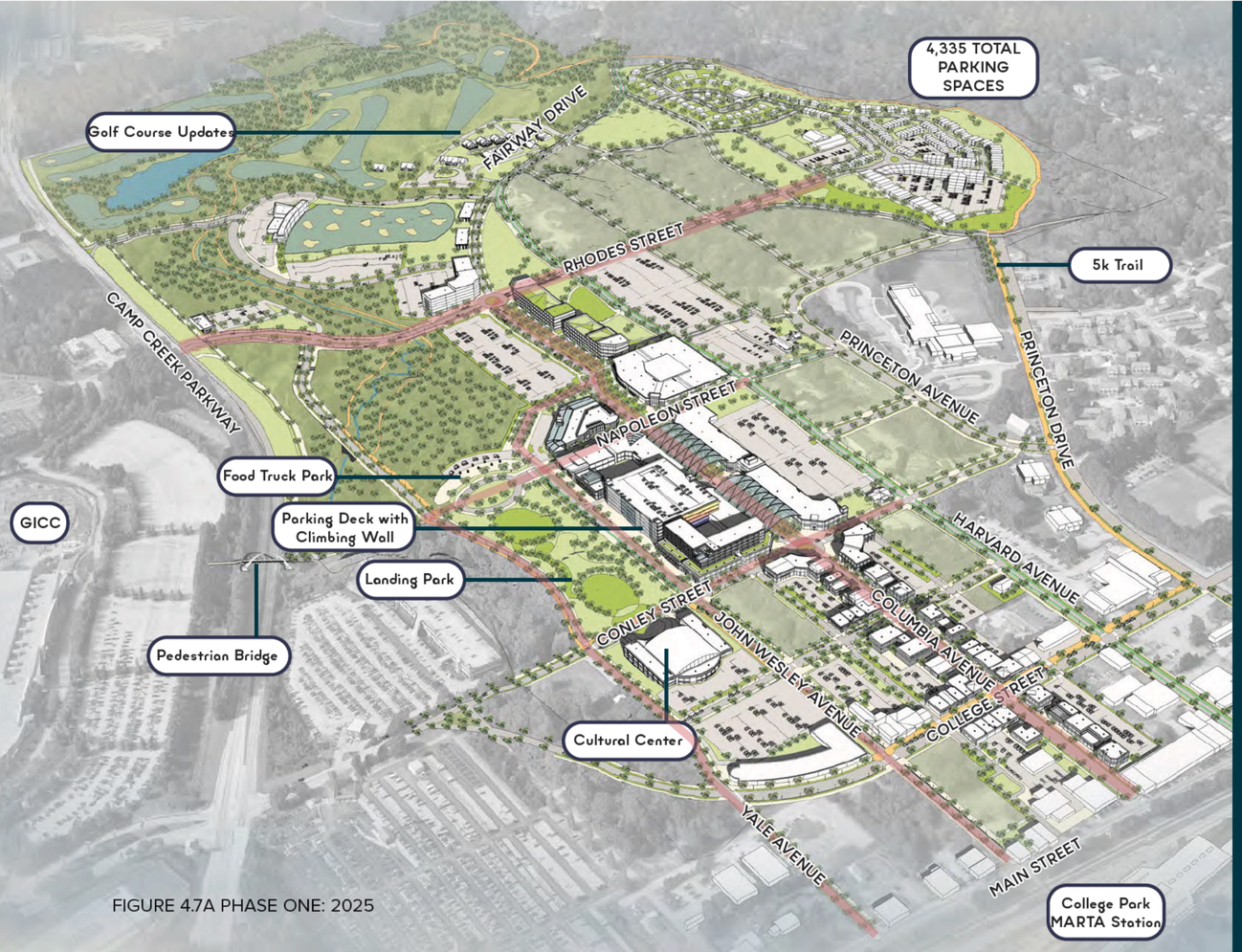


FIGURE 4.7A PHASE ONE: 2025

4.7 PHASE ONE: 2025

Phase One focuses on achievable development targets for 2025. This includes amenities listed above in the respective district. Phase One strategically utilizes undeveloped land for surface parking, focusing public investment on one key parking deck, to be infilled with buildings and parking decks at later stages of development. Development program is outlined herein, however, this section focuses on the key infrastructure elements that will draw development and visitors to the area.

INFRASTRUCTURE

Destination Amenities
- Landing Park
- Food Truck Plaza
- Golf Course Updates
- Cultural Center

Parking
- Parking Deck with Rock Climbing Wall: 1030 spaces [72,000 sf/level; 5 levels]
- Surface lots

Primary Streets
- Rhodes Street
- Columbia Avenue

Secondary Streets
- John Wesley Avenue
- Yale Avenue
- Napoleon Street
- Conley Street

Pedestrian Infrastructure
- Pedestrian Bridge
- Sidewalks/streetscapes on streets above
- 5k Trail

DEVELOPMENT

Entertainment
- Golf Entertainment Facility
- Golf Club Rehab & Event Rentals

Retail
- 100,000 sf Storefront Retail
- 90,000 sf Retail Anchor
- 10,000 sf Food Hall
- 8,000 sf Camp Creek Retail

Office
- 200,000 sf Office above Retail (Retail District)
- 200,000 sf Office above Retail (Office District)

Hotel
- 150 key hotel
- 120 key boutique hotel

Incremental
- Mixed Use: 195,000 sf

PHASE 1 DESTINATION AMENITIES

Several infrastructure components are proposed to create a truly unique destination, drawing local, regional, and international visitors and investment. These include:

- **Landing Park**: a state of the art, experiential 6 acre park which will serve as a regional underground stormwater management facility.
- **Food Truck Plaza**: A food truck plaza is proposed to anchor the west side of Landing Park. Future development is envisioned to replace this site with retail.
- **Golf Course Updates**: Golf Course updates include relocating 1-2 holes to allow for additional residential overlooking the course and an upgraded golf club house with associated rental housing for events.
- **Cultural Center**: The Cultural Center is anticipated to be a premier experiential music museum/center highlighting the incredible talent from College Park and surrounding cities.
- **Parking Deck with Rock Climbing Wall**: The Rock Climbing Wall will provide a regional entertainment attraction, while providing a unique facade to the much needed Phase 1 parking deck. The parking deck is designed to accommodate 1030 vehicles.

FIGURE 4.7B

CLIMBING WALL AND CULTURAL CENTER

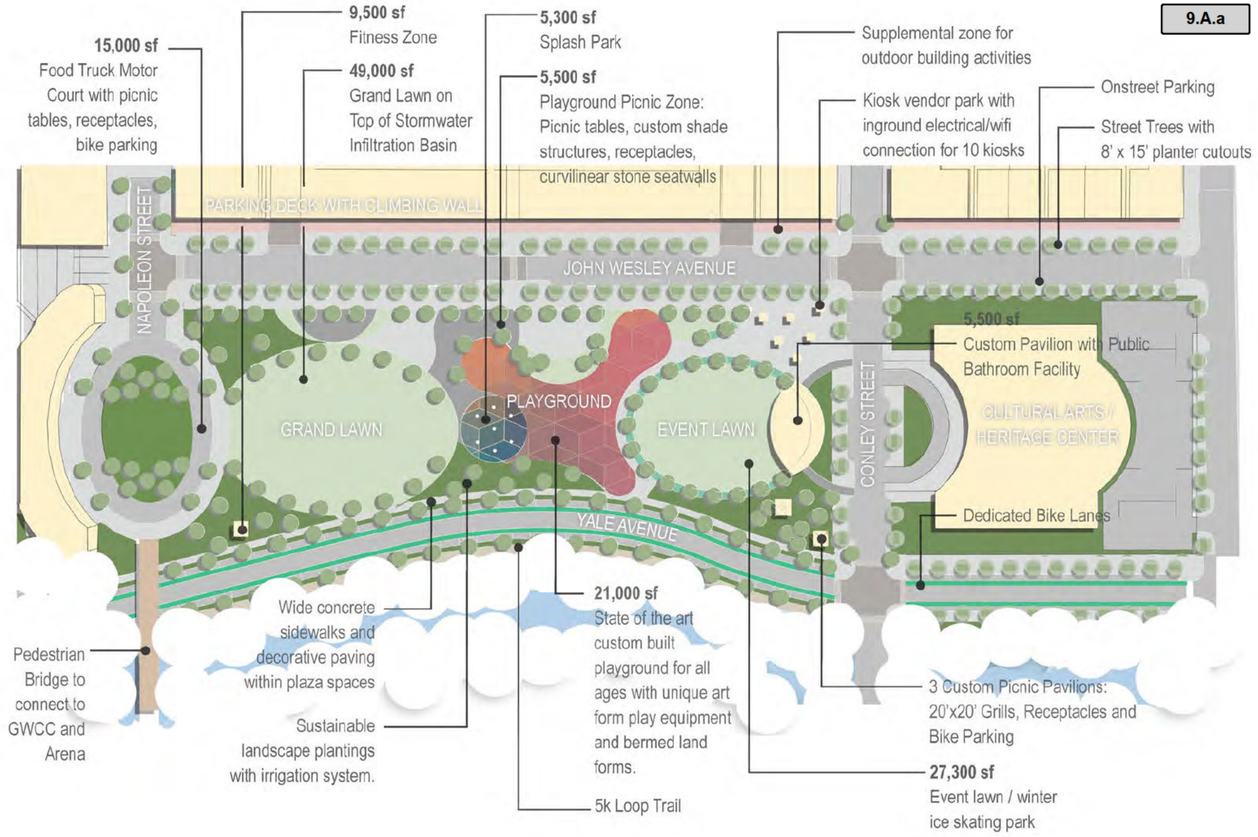


FIGURE 4.7C

LANDING PARK

5.0 IMPLEMENTATION

5.1 PHASE 1 PRIORITY INFRASTRUCTURE COSTING

The following priority projects and associated costs are key infrastructure projects necessary to complete existing and pending development contracts, including the residential on the north side of Six West and the under-contract hotel, as well as interest in the Office, Retail and Incremental districts. The estimated costs are based on current understanding of project conditions and assumptions, as well as current construction costs in the region, and include soft costs and contingency. These numbers will adjust as further design and engineering are completed. The City is currently working with an engineering consultant to design Rhodes Street from Camp Creek Parkway to Columbia Avenue so the overall Rhodes Street and Bridge figure will need to be adjusted per this further study. The priority infrastructure projects include:

- Rhodes Street from Camp Creek Parkway to the entrance of the residential development, at approximately Redwine Avenue
- Rhodes Street Bridge or Culvert at the stream to allow clearance for the pedestrian/ bicycle trail under Rhodes Street
- Columbia Avenue from Main Street to
- The Stormwater Infrastructure at Landing Park to accommodate stormwater management for the Incremental District and portions of the Retail District
- The Grand Lawn on top of the Stormwater Infrastructure at Landing Park
- The Golf Course Reconfiguration to accommodate the proposed residential on the course.

Priority Infrastructure: **$59,307,252-$62,219,752**

- Rhodes Street: $11,170,350
- Rhodes Street Bridge: $3,300,000 – 4,800,000
  - If a pedestrian culvert is constructed only on one of the stream for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $3,300,000.
  - If a pedestrian culvert is constructed on both sides of the stream for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $4,300,000.
  - If a bridge is constructed over the stream with room for the 5K trail, then cost to construct Rhodes St from Camp Creek Pkwy to Columbia Ave is $4,800,000.
- Columbia Avenue: $34,221,618
- Landing Park Grading and Stormwater Infrastructure: $8,268,731
- Landing Park Grand Lawn on top of Stormwater Basin: $859,053
- Golf Course Reconfiguration: $1,487,500-$2,900,000
  - Option 1 will produce 2 new holes and the course will lose 421 yards (par 34): $1,487,500
  - Option 2 will produce 3 new holes and the course will lose 311 yards (par 34): $1,487,500
  - Option 5 will produce 5 new holes and the course will add 12 yards (par 36): $2,900,000

Add Alternatives are items that would be beneficial to the development to include in Phase 1 Priority Infrastructure as they provide the destination amenities to attract visitors and investors, but are not necessary to complete existing and pending deals. These items are not included in the total cost above. These include:

- Design components to complete Landing Park, including the Fitness Zone, the Splash Park, the Playground, Picnic areas, Pavilion with restrooms, and the Event Lawn/Winter Ice Skating Park
- The Cultural Building
- The Parking Deck with Rock Climbing Wall that fronts the Landing Park

Add Alternatives for Phase 1:

- Landing Park Components: $3,916,031
- Cultural Building: $54,807,148
- Parking Deck with Climbing Wall: $40,324,500

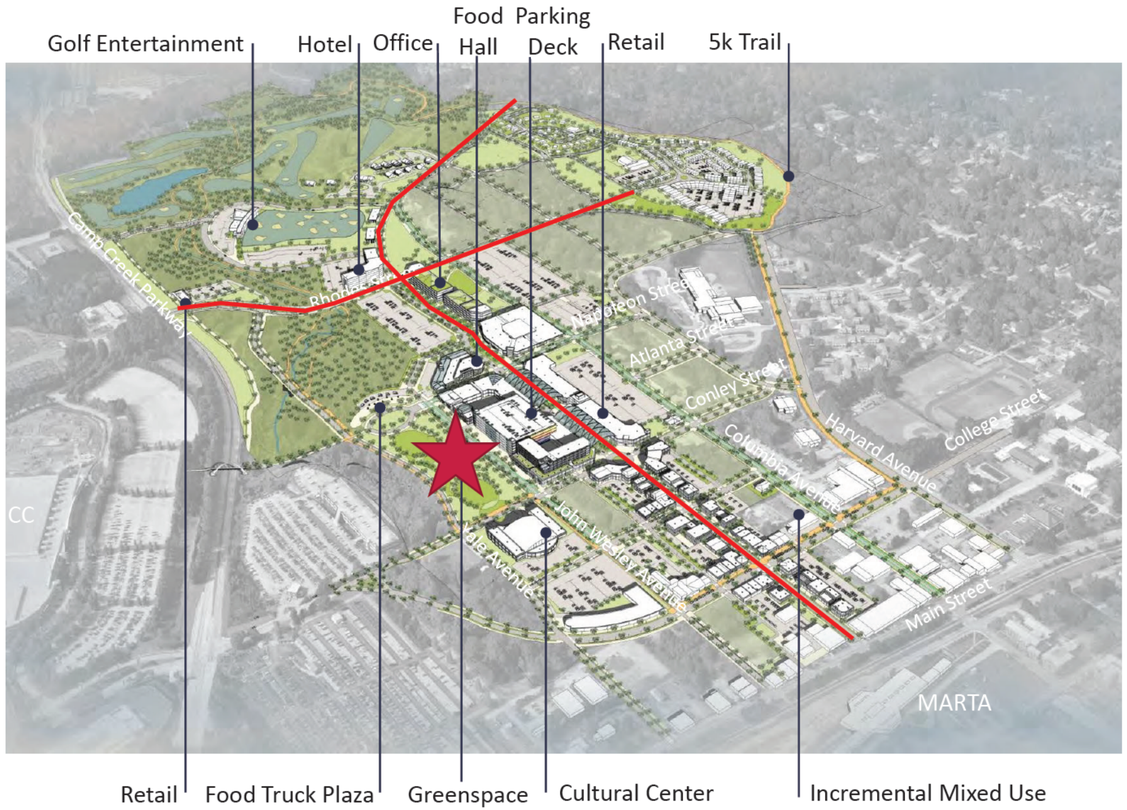


FIGURE 5.1A

PHASE 1 PRIORITY INFRASTRUCTURE

5.2 PHASE 1 INFRASTRUCTURE FULL COST

The following cost estimates include all of the Phase 1 Infrastrucutre Projects. This focused on City led and/or Public-Private-Partnership projects. The estimated costs are based on current understanding of project conditions and assumptions, as well as current construction costs in the region, and include soft costs and contingency. These numbers will adjust as further design and engineering are completed. Please refer to the Appendix for the full estimate.

Open Space
Landing Park & Regional Retention
Food Truck Plaza
Golf Course Updates
Cultural Building

Parking
Parking Deck with Rock Climbing Wall
Surface lots

Primary Streets
Rhodes Street
Columbia Avenue

Secondary Streets
John Wesley Avenue
Yale Avenue
Napoleon Street
Conley Street

Pedestrian Infrastructure
Sidewalks/streetscapes on streets above
5k Trail

GROUP	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
SUMMARY					
A	CAMP CREEK DISTRICT				$22,200,741
B	OFFICE DISTRICT				$33,213,188
C	RETAIL DISTRICT				$169,136,228
D	INCREMENTAL DISTRICT				$24,837,092
E	GOLF COURSE AND ENTERTAINMENT DISTRICT				$16,516,974
F	5 K TRAIL				$10,712,309
G	GLOBAL GATEWAY ROAD AND PEDESTRIAN BRIDGE BY OTHERS (NOT INCLUDED IN THIS SCOPE)				$0
	TOTAL PROBABLE PROJECT COST				$276,616,531
	Alternates (Includes all applicable mark-ups)				
	1 Build Bridge @ Rhodes Street (Options)				
	Option 1A: Pedestrian Culvert on One Side of Stream		ADD		$3,300,000
	Option 1B: Pedestrian Culvert on Both Sides of Stream		ADD		$4,300,000
	Option 1C: Bridge over Stream w/Room for 5K Trail		ADD		$4,800,000
	2 Build Decorative CLT Structure w/E Canopy @ Retail Plaza		ADD		$25,125,000
	3 Golf Course Options				
	Option 3A: Provide 2 New Holes and Lose 421 Yards (Par 34)		ADD		$1,487,500
	Option 3B: Provide 3 New Holes and Lose 311 Yards (Par 34)		ADD		$1,487,500
	Option 3C: Provide 5 New Holes and Add 12 Yards (Par 36)		ADD		$2,900,000
	Estimate Exclusions:				
	The following costs are not included in this estimate:				
	1. Parking lot operational costs nor management costs				
	2. Global Gateway Pedestrian Bridge				
	3. Global Gateway Approach to Bridge				
	4. Golf Course Construction				
	5. R.O.W Acquisition				
	Other Assumptions:				
	Anticipated Bid Date: 2nd Quarter 2021				
	Estimate assumes using the design/bid/build delivery method.				
	Estimate assumes receiving bids from at least four (4) qualified general contractors.				
	Estimate assumes normal working hours.				

GROUP	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
A	CAMP CREEK DISTRICT				
A1	Sidewalk Improvements along Camp Creek Road	1	LS	6,371,377	
A2	Parking - Camp Creek District	1	LS	764,898	
A3	Rhodes Street	1	LS	11,170,350	
A4	Camp Creek Connector Road to Golf Course (Camp Creek District)	1	LS	3,057,318	
A5	Intersection Improvements - Airport Drive & Rhodes Street	1	LS	549,962	
A6	Intersection Improvements - Camp Creek Corridor	1	LS	286,837	
	TOTAL PROBABLE CONSTRUCTION COST			$22,200,741	
B	OFFICE DISTRICT				
B1	Parking - Office District	1	LS	10,995,410	
B2	Columbia Avenue / Fairway Street (Office District)	1	LS	19,172,298	
B3	Harvard Street (Office District)	1	LS	2,268,241	
B4	Intersection Improvements	1	LS	757,249	
	TOTAL PROBABLE CONSTRUCTION COST			$33,213,188	
C	RETAIL DISTRICT				
C1	Cultural Center	1	LS	54,807,148	
C2	6 Acre Green Space	1	LS	17,723,994	
C3	Parking - Retail District	1	LS	57,768,929	
C4	Columbia Avenue (Retail District)	1	LS	9,369,860	
C5	John Wesley Avenue (Retail District)	1	LS	5,498,039	
C6	Yale Avenue (Retail District)	1	LS	4,308,525	
C7	Napolean Street (Retail District)	1	LS	3,441,203	
C8	Conley Street (Retail District)	1	LS	9,351,959	
C9	Harvard Street (Retail District)	1	LS	6,249,871	
C10	Intersection Improvements - Conley / Convention Center	1	LS	616,699	
	TOTAL PROBABLE CONSTRUCTION COST			$169,136,228	
D	INCREMENTAL DISTRICT				
D1	Parking - Incremental District	1	LS	2,342,500	
D2	Columbia Avenue (Incremental District)	1	LS	5,679,470	
D3	John Wesley Avenue (Incremental District)	1	LS	4,897,653	
D4	Yale Avenue (Incremental District)	1	LS	2,999,202	
D5	Victoria Street (Incremental District)	1	LS	3,915,180	
D6	Harvard Street (Incremental District)	1	LS	4,311,810	
D7	Intersection Improvements - Columbia Avenue at Main Street	1	LS	691,277	
	TOTAL PROBABLE CONSTRUCTION COST			$24,837,092	
E	GOLF COURSE AND ENTERTAINMENT DISTRICT				
E1	Parking - Golf Course / Entertainment District	1	LS	6,214,797	
E2	Loop Road from Camp Creek to Columbia (Golf Course District)	1	LS	10,302,177	
	TOTAL PROBABLE CONSTRUCTION COST			$16,516,974	
F	5 K TRAIL				
	TOTAL PROBABLE CONSTRUCTION COST			$10,712,309	

FIGURE 5.2A

PHASE 1 INFRASTRUCTURE FULL COST

PHASE 1 INFRASTRUCTURE FULL COST

UTILITIES NARRATIVE FOR COSTING

The following are assumptions regarding Six West's utilities that were made to assist in estimating the costing for the project.

Stormwater:

Existing stormwater basins were modeled during the Master Planning process in 2019 and identified the individual basins and associated flowrates and approximate required storage based on the anticipated developed conditions. The Incremental and Retail Districts are the only districts where regional detention is a likely option.

Within these districts two stormwater management facilities were sized maintaining the minimum storage volume as originally designed by Prime Engineering as part of the "Stormwater Management Program Bio-Retention / Treatment / Collection System Project" dated 07/2009. This project proposed a developed Composite SCS curve number of 89 in the post-developed condition and a pre-developed curve number of 66. A post development curve number of 89 represents a densely developed urban area with lots of impervious areas. Two proposed underground systems were designed providing the required volume to replace the existing two surface ponds to be replaced as an underground detention facility allowing the 6 acre park and adjacent areas to be developed.

Pond I Basin was identified by Prime as 14.03 acres, requiring approximately 92,000 CF of storage. Pond II Basin was identified by Prime as 49.32 acres, requiring approximately 344,000 CF of storage. Our proposed underground system provides 92,000 CF and 350,000 CF (6 acre park) respectively. Total area of 63.35 acres of the Incremental and Retail Districts are captured by these two stormwater management facilities. These drainage areas closely match the basins delineated in the initial Master Planning study.

The other district development areas will require individual stormwater management systems to be installed by each development. Existing steep grades and/or limited development area restricts a larger regional detention approach to be employed. Stormwater management for each development will need to conform to the code requirements of the City's Post Development Stormwater Management Ordinance. Existing and proposed conditions shall be modeled representing the actual conditions of the individual project and the representative stormwater management system sized to meet City and State requirements.

Allowance includes incremental improvements to the utility including replacement of existing manholes, piping, and/or adjustment to the existing utility services as result of poor conditions, grading, or site improvements.

Sanitary Sewer:

The existing sanitary sewer onsite is mostly comprised of 8" DIP piping connecting to an existing 24" sanitary sewer main running along Camp Creek for the southern basins. Flows north of Harvard Avenue collect along Redwine Avenue and connect into the 18" sanitary sewer main along Camp Creek just north of the golf course. Based on initial conversations with the City, the 18" sanitary sewer leaving the Six West site has an approximate flow capacity of 2.3 million gallons per day (MGD) with an estimation of 300 homes within the contributing Sewershed area, contributing approximately 120,000 gallons per day (GPD), there-by utilizing only about 5% of the approximate sewer capacity.

The proposed development will contribute sewer flows to the 18" sanitary sewer trunk line and the upstream 8" service lines. Upsizing of these 8" lines is not anticipated to be required as part of this development. Piping that is damaged or compromised would need to be evaluated and replaced on a case by case basis.

Sanitary sewer improvements to include incremental improvements to the system as a result of intersection and regrading construction activities at the modified intersections that will be adjusted to aid in the walkability of the site (10 intersections). This could include, manhole replacement/ adjustment, piping reinstallation/reroute, new piping connections, etc. Sanitary sewer work also includes the new construction of 12" DIP and manholes along the newly constructed roads that are not currently existing on site.

Allowance includes incremental improvements to the utility including replacement of existing manholes, piping, and/or adjustment to the existing utility services as result of poor conditions, grading, or site improvements.

Water Services:

During the 2019 Master Planning process it was identified that the majority of the water services in the area of the Six West development were composed of 8" and 6" diameter and smaller service lines. In addition, a series of fire hydrant flow tests were performed on a 12" watermain north of the project boundary as well as in locations off of the 8" and 6" service lines. The flow results from the 8" and 6" service lines were observed to be less then the desired 1,000 gallons per minute (GPM) flow minimum.

As a result of the small service lines and less than adequate flow results, a new 12" watermain is proposed as part of the Phase I development beginning at the existing 12" water main at the corner of Pierce Street and Cambridge Avenue, then extending south on Pierce Street to Park Terrace, then west on Park Terrace to Brenningham Drive, then south on Brenningham Drive and Rhodes Street to Columbia Avenue, then east on Columbia Avenue to College Street and connects to the existing 12" water main there creating a 12" main transmission water line for Airport City. Additional 12" water line proceeds south on Conley Street from Columbia Avenue to Oxford Avenue providing for future opportunity to extend the 12" water line to the north side of Camp Creek Parkway.

Old 6" and 8" distribution water lines can be replaced with 12" water lines to provide domestic and fire services to the retail, commercial and residential areas of Airport City. Fire Hydrant spacing and new Fire Hydrant installations will be spaced a 500' intervals for residential areas and 300' intervals for retail and commercial areas in accordance with fire prevention and protection ordinances. Areas of small older piping, would be anticipated to be removed and new 12" distribution piping installed in its place.

Incremental improvements to the water services may be necessary in areas of the intersection grading and improvements as well as along the new roadway connections within each individual district.

Allowance includes incremental improvements to the utility including replacement of fire hydrants, valves, piping, and/or adjustment to the existing utilities services as result of poor conditions, grading, or site improvements.

Electrical:

Electrical would be assumed to be buried. As power is a private utility, it is ultimately up to the utility provider to determine the process in which their utility is installed. At the time of detailed design, the design team shall coordinate with the utility provider and determine installation methods.

Natural Gas:

Natural gas utilities are provided by the utility provider based on a service demand basis. For large developments the utility provider will coordinate with the design team upon the development of the detailed plans and generate an anticipated service demand. In most cases, service is then provided to the location of the future use at no cost to the development, ensuring the provider is the sole source of the utility.

PHASE 1 INFRASTRUCTURE FULL COST

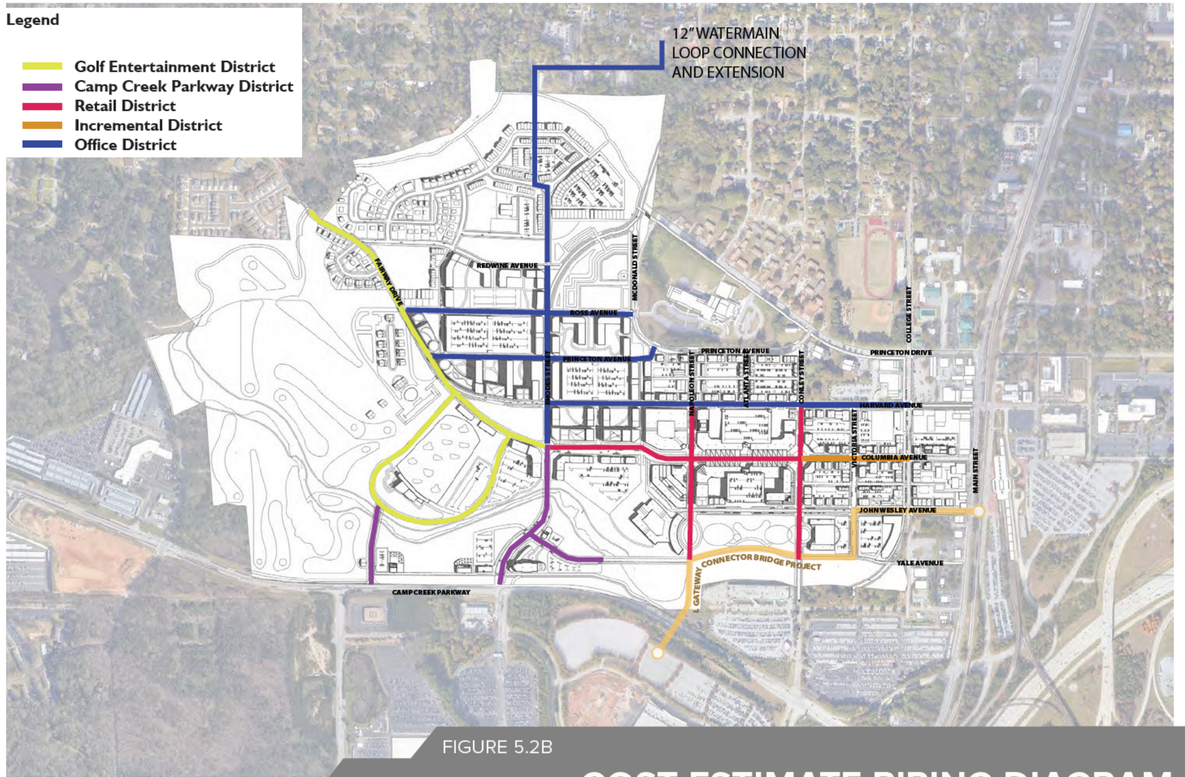


FIGURE 5.2B

COST ESTIMATE PIPING DIAGRAM

PHASE 1 INFRASTRUCTURE FULL COST

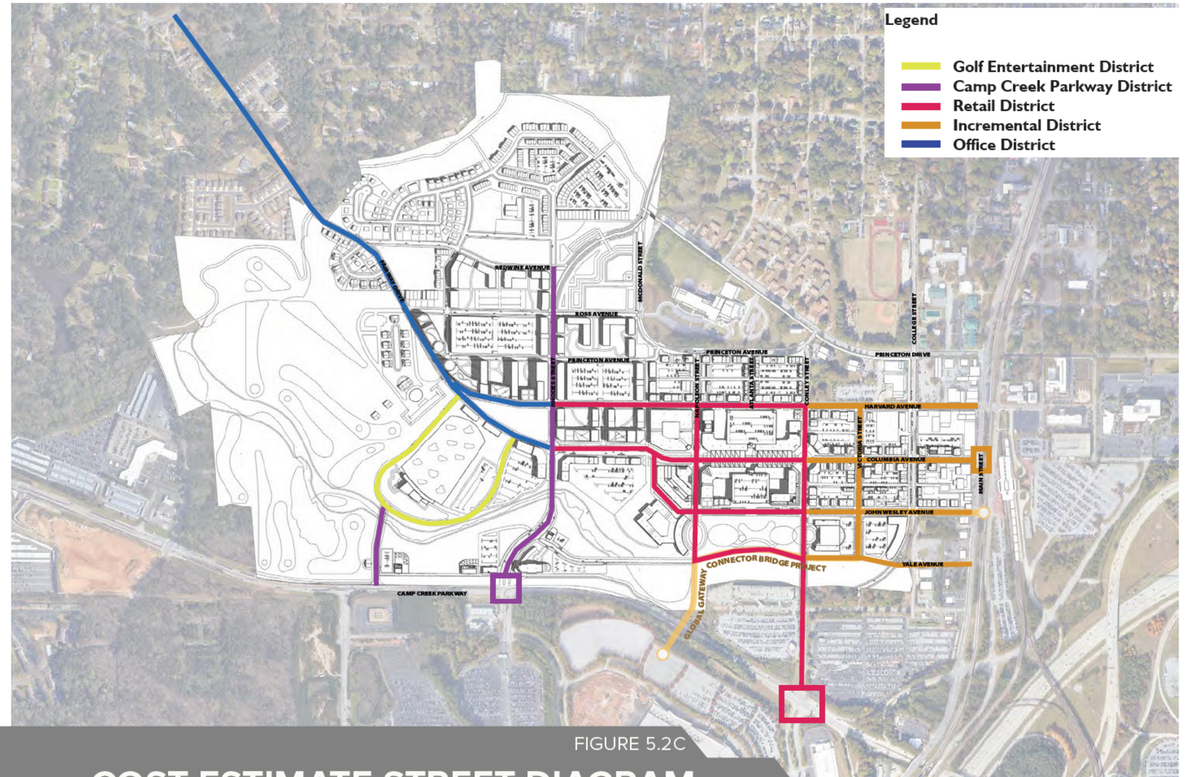


FIGURE 5.2C

COST ESTIMATE STREET DIAGRAM

5.3 ESTIMATED ASSET VALUATION

Estimated Asset Valuation
Ackerman & Company provided estimated valuations for development projects as identified in this master plan. Figure 5.3A identifies valuations for anticipated development in the first year as much of this property is under contract or pending a purchase offer. Figure 5.3B provides valuations for the remainder of the project.

FIGURE 5.3A

YEAR 1 VALUATIONS

YEAR 1 – UNDER CONTRACT/LETTER OF INTENT

Property Type	Size (AC)	Est. Sales $	Size (SF)/ # Units	Est. Asset Valuation	Comments
Residential – 1	56	$8.5M	448	$157M	Existing contract.
Multifamily			260	$70M	
SFH/Townhomes			188	$87M	
Residential – 2	4.5	$1.5M	24	$14M	Existing contract.
Golf Entertainment	15	$7.5M	TBD	$250M	Pending purchase offer/Negotiations.
Hotel #1	3	$3.6M	125k	$41M	Existing contract.
Incremental	4	$1.0M	52k	$17M	Includes: 40k MOB, 4.5k SF Confection/Ice Cream, 7.5k SF Live Jazz Venue
TOTALS	83	$22M		$479M	

FIGURE 5.3B

FULL BUILD OUT VALUATIONS

Property Type	Size (AC)	Est. Land Sales	Size (SF)/ # Units	Est. Asset Valuation	Comments
Office	45	$23M	2.3M	$709M	The revised numbers reflect market activity over the past 6-months to provide a more accurate picture of the current climate.
Residential – 1	56	$8.5M	448	$157M	
Residential – 2	4.5	$1.5M	24	$14M	
Hotels (4)	20	$14.4M	500k	$210M	
Golf Entertainment	15	$7.5M	TBD	$250M	Disclaimer: The information presented here largely covers market activity during Jan 2020 – June 2020 and is derived from sources deemed reliable, but we provide no guarantees.
Retail	25	$12.5M	216k	$77M	
Incremental	30	$7.5M	574k	$123M	
Golf Course	109	N/A	N/A	$4.5M	
TOTALS	305	$75M		$1.5B	

5.4 INCENTIVES AND FINANCING

FINANCING AND INCENTIVES
The following incentives are available to the development community in the City of College Park Six West development:

- Federal Opportunity Zone
- State Opportunity Zone
  - Georgia Best Job Tax Credit
- Streamline Permitting
- Entitlement
- Regional Retention
- Amenities
- Parking
- TAD
- Tax Abatement

FEDERAL OPPORTUNITY ZONE
Federal Opportunity Zones are economically distressed communities where new investments may be eligible for preferential tax treatment. They are designed to spur economic development and job creation.

GEORGIA BEST JOB TAX CREDIT
In addition, the State of Georgia offers tax credits up to $4,500 per job for 5 years to offset the state income tax.

STREAMLINE PERMITTING AND ENTITLEMENT
The City can offer streamline permitting for the Six West development, particularly projects that meet this master plan and the zoning regulations. The development has already been entitled to meet development programs as outlined in this report.

REGIONAL RETENTION
Regional retention upgrades are planned to deal with stormwater management for the Retail and Incremental Districts.

AMENITIES
City invested amenities will include greenspace, streetscapes, and a cultural center.

PARKING
City owned and operated parking lots will provide necessary parking for a majority of the site.

TAX ALLOCATION DISTRICT (TAD)
Also known as tax increment financing (TIF), tax allocation financing is a redevelopment and financing tool by which governments can provide financial assistance to eligible public and private redevelopment efforts within an officially designated area or TAD. Increases in property tax revenues, which are generated primarily from new investment in the district, are allocated to pay infrastructure costs or certain private development costs within the TAD. This is primarily done through the issuance of tax allocation district bonds. Approval to establish a TAD must be obtained from all governments with tax authority within the district (City, County, and school) in order to use all portions of property tax revenues

TAX ABATEMENT
Tax abatements are reductions in the amount of taxes an individual or company is responsible for paying. Property tax abatements are offered by some cities in the form of programs that reduce or eliminate property tax payments on qualifying property for a set amount of time to be determined on an individual case basis. These abatement programs are focused on attracting revenue to those areas that need the influx of urban renewal in an attempt to revitalize those areas with business, jobs or local infrastructure.

5.4 SCHEDULE

SCHEDULE
A preliminary schedule of activities has been developed and is provided in Figures 5.4A and B. As shown, it is anticipated that the follow up planning process, environmental studies, permitting and design will require approximately 40 months to complete. Following these activities, the project would be ready for advertisement for construction bids. Construction is anticipated to require approximately one year to complete (210 days).

TASK	Duration	Start Date	End Date
Preliminary Investigations	**180**	**10/5/2020**	**4/9/2021**
Develop Project Survey Control Package	30	10/5/2020	11/4/2020
Field Survey	30	11/16/2020	12/16/2020
Overhad/Subsurface Utility Engineering (SUE) investigation	60	12/28/2020	2/26/2021
Geotechnical Investigations	60	2/8/2021	4/9/2021
Database and Preliminary Investigations Complete	0	3/22/2021	3/22/2021
Environmental Process	**660**	**10/5/2020**	**1/13/2022**
Ecology Survey	60	10/5/2020	12/4/2020
Historical Survey	60	10/5/2020	12/4/2020
Archaeological Survey	60	10/5/2020	12/4/2020
Noise Analysis	60	10/5/2020	12/4/2020
Wetland Deliniation	30	10/5/2020	11/4/2020
NEPA Document Summary	60	12/7/2020	2/5/2021
FHWA Review and Approval of Environmental Document	90	2/8/2021	5/9/2021
Revise and Address Environmental Comments	90	5/12/2021	8/10/2021
Stakeholder Engagement	60	8/13/2021	10/12/2021
Submit revised Environmental Document For approval	0	10/12/2021	10/12/2021
FHWA Review and Approval of Environmental Document	90	10/15/2021	1/13/2022
Preliminary Design	**570**	**1/16/2022**	**12/12/2022**
Geometric Design	60	1/16/2022	3/17/2022
Site/Grading Design	30	3/20/2022	4/19/2022
Utility Coordination	90	3/20/2022	6/18/2022
Landscape Coordination	60	3/20/2022	5/19/2022
Hydraulic Study/Drainage Design	90	3/20/2022	6/18/2022
Bridge Design	60	6/21/2022	8/20/2022
Retaining Walls and Minor Strucutures	60	6/21/2022	8/20/2022
Signage and Marking Plans	15	6/21/2022	7/6/2022
Plan Production and Submittal to Review Agencies	30	8/23/2022	9/22/2022
Agency Review and Comment Period	45	9/25/2022	11/9/2022
Stakeholder Engagement/Public Involvement	30	11/12/2022	12/12/2022
Permitting	**390**	**6/21/2022**	**2/16/2023**
Section 404 Individual Permit	240	6/21/2022	2/16/2023
Municipal separate storm sewer system (MS4)Permit Compliance	150	6/21/2022	11/18/2022

FIGURE 5.4A
SCHEDULE

Final Design Phase	**675**	**11/12/2022**	**10/26/2023**
Incorporate Comments from Review Agencies	30	11/12/2022	12/12/2022
Site/Grading Design	30	11/12/2022	12/12/2022
Utility Relocation Plan	60	12/15/2022	2/13/2023
Lighting	60	11/12/2022	1/11/2023
Finalize Drainage Design	60	11/12/2022	1/11/2023
Finalize Landscape Design	45	11/12/2022	12/27/2022
Bridge Design	90	12/30/2022	3/30/2023
Finalize Retaining Walls and Minor Structures	60	12/15/2022	2/13/2023
Finalize Signing and Marking Plan	60	2/16/2023	4/17/2023
Erosion Control	60	4/20/2023	6/19/2023
Traffic Control Plan	30	6/22/2023	7/22/2023
Plan Production and Submittal to Review Agencies	30	7/25/2023	8/24/2023
Agency Review and Comment Period	60	8/27/2023	10/26/2023
Final Submittals and Permitting	120		
Utility Aggreements	60	10/29/2023	12/28/2023
NOI Permit	60	10/29/2023	12/28/2023
Construction Authorization	0	12/31/2023	12/31/2023
Bidding Period	**45**	**12/31/2023**	**2/17/2024**
Advertise for Bids	0	12/31/2023	12/31/2023
Bid/Award Period	45	1/3/2024	2/17/2024
Recommendation for Award and Board Approval	0	2/17/2024	2/17/2024
Construction	**210**	**2/20/2024**	**9/17/2024**
Construction	210	2/20/2024	9/17/2024

FIGURE 5.4B

SCHEDULE

APPENDIX 181

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8329

DATE: September 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Four-Way Stops at Cambridge & Conley; College & Walker

PURPOSE: To reduce the speeding from vehicular traffic on Cambridge Avenue at Conley Street and on College Street at Walker Avenue in an effort to slow traffic in those areas.

REASON: Municipal Code Section 19-37 "Stop" signs; erection, construction, location: It shall be the duty of the Chief of Police to place and maintain a suitable stop sign or traffic signal at each street intersecting a through street, and at any street designated by ordinance as a vehicular stop, which sign or signal may be placed in or over the street or on a suitable post or support firmly fixed in the ground on the side of the street on which the vehicle required to stop is traveling.

RECOMMENDATION: To convert two-way stop intersections to four-way stops at the intersection of Walker Avenue at College Street and the intersection of Conley St.at Cambridge Avenue.

BACKGROUND: Both intersections are residential areas that has a lot of pedestrian traffic through out the day. There has been a public outcry in both of the concerned areas. College Street is a busy thoroughfare through a residential area, paralleling Main Street and is heavily traveled. Vehicles are frequently observed heavily accelerating from Rugby to Mercer on College. There are children at the intersection of Walker and College who sometimes are out playing in addition to the normal pedestrian traffic.
Cambridge Avenue as well as Conley Street is a residential area with a lot of pedestrian traffic as well as a number of vehicles that regularly are parked along the street. The public outcry has been complaints of vehicles speeding up Cambridge from Almond Dr area and from the area of Conley at Virginia. Converting this intersection to a four-way stop is expected to slow traffic and make the area safer.

COST TO CITY: $300.00

BUDGETED ITEM: No

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Police, Fire, Public Works

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: 19-37; 19-38

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Police Department

Review:

- Ferman Williford Completed 09/11/2020 10:35 AM
- Rosyline Robinson Completed 09/11/2020 12:44 PM
- Mike Mason Completed 09/11/2020 1:27 PM
- City Attorney's Office Completed 09/14/2020 5:19 PM
- Terrence R. Moore Completed 09/17/2020 11:55 AM
- Mayor & City Council Pending 09/21/2020 7:30 PM

CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST DOC ID: 8333

DATE: September 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

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

RE: Delinquent Property Tax Payers Update

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

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

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

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: Varies with each situation.

CITY COUNCIL HEARING: September 21, 2020

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 09142020 (PDF)
- Top Ten Delinq Property Tax Accounts 09142020 - 2018 (PDF)

Review:

• Althea Philord-Bradley	Completed	09/14/2020 12:52 PM
• Rosyline Robinson	Completed	09/14/2020 1:37 PM
• Terrence R. Moore	Completed	09/17/2020 11:56 AM
• Mayor & City Council	Pending	09/21/2020 7:30 PM

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of September 14, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		$ 20,913.05	Clayton - Real	Sept 10th - Working with local representative of ownership group to facilitate payments,and informing of delinquency fees as they approach. Latest spreadsheet of outstanding balances by owner and unit number was sent. Working on additional transfers.	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		$ 5,250.45	Fulton - Real	9/10/20 Spoke with bankruptcy trustee - filed claim with Northern District of Georgia US Bankruptcy Court	2019
Filed	XpresSpa ATL Terminal A LLC			$ 3,544.84	Clayton -Personal	7/21/20 Mailed a statement to new corporate mailing address- looking for a contact number	2019
Filed	King Group Mgmt LLC	0 Roosevelt Hwy		$ 2,508.52	Fulton - Real	8/11/20 Re-sent Statements	2019
Filed	College Park Crossroads LLC	0 Karen Rd		$ 2,194.99	Fulton - Real	9/9/20 Found an email address and Telephone number online - emailed already & calling place of business	2019
Filed	Dover Cylinder Head	2539 Sullivan Rd		$ 2,130.21	Fulton - Personal	9/9/20 Possible Business Closure. Located a non-business mailing address of principal owner out of state- mailing statement	2019
Filed	Smith Lauren Medlock	3307 Myrtle St		$ 2,051.67	Fulton - Real	9/10/20 - Found Business contact number - left message	2019
Filed	Myrtle Properties LLC	3510 Myrtle St		$ 1,583.19	Fulton - Real	9/10/20 Emailed Property Owner	2019
Filed	First Phoenix Realty	1654 Hawthorne Ave		$ 1,445.71	Fulton - Real	9/10/20 Emailed property owner	2019
Filed	Lewis Reginald	1630 Temple Ave		$ 1,406.51	Fulton - Real	9/10/20 Left message for property owner at place of business	2019
				$ 43,029.14			

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	$ 24,568.10	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		9,235.44	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,788.54	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,363.39	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,937.77	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of September 14, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Zenga Store	Hartsfield/Concourse A		$ 1,286.74	Clayton - Personal	8/11/20 Still Working with Merchant/Assessor - Requested a conference call to finalize responsibility - 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		$ 1,346 15	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: 8334

DATE: September 17, 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: September 21, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- RF Aging 09152020 Redacted (PDF)
- CF Aging 09142020 Redacted (PDF)
- RC Aging 09142020 Redacted (PDF)
- CC Aging 09142020 Redacted (PDF)
- Top Ten Report 091520 - R (PDF)
- September 2020 Cut-on report 091520-R(PDF)

Review:

• Althea Philord-Bradley	Completed	09/16/2020 11:52 AM
• Rosyline Robinson	Completed	09/17/2020 12:22 PM
• Terrence R. Moore	Completed	09/17/2020 12:30 PM
• Mayor & City Council	Pending	09/21/2020 7:30 PM

City of College Park — A / R A G I N G — 09/15/2020 08:09:01 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Last Payment Date	Last Payment Amount	
Cycle:	1										
001	0001			393.55	377.47	311.95	0.00	1082.97	07/13/2020	500.00	O
001	0001			21.63	21.63	20.82	1677.42	1741.50	02/04/2019	47.81	
001	0001			624.27	877.79	169.64	0.00	1671.70	09/08/2020	400.00	T
001	0001			327.71	276.69	244.91	320.67	1169.98	08/13/2020	282.78	T
001	0001			499.36	340.93	252.02	403.74	1496.05	08/03/2020	100.00	T
001	0001			219.45	364.47	459.15	0.00	1043.07			
001	0001			713.09	723.66	0.00	0.00	1436.75	07/10/2020	35.21	O
001	0001			409.97	420.20	397.78	244.01	1471.96	06/17/2020	100.00	T
001	0002			636.94	464.76	163.92	0.00	1265.62	09/03/2020	163.90	T
001	0002			564.16	478.01	70.53	0.00	1112.70	09/11/2020	881.50	
001	0002			409.59	307.05	208.73	195.27	1120.64	07/03/2020	404.73	O
001	0002			342.35	301.22	206.72	262.65	1112.94	08/27/2020	294.36	
001	0002			542.39	480.40	238.08	0.00	1260.87	08/24/2020	143.69	T
001	0002			108.94	68.29	60.00	833.40	1070.63	04/13/2020	220.00	T
001	0003			1036.07	828.49	456.83	0.00	2321.39	08/03/2020	400.00	
001	0003			355.07	323.65	267.36	659.38	1605.46	02/24/2020	165.83	T
001	0003			438.62	341.25	270.88	538.65	1589.40	04/10/2020	175.00	
001	0003			1537.43	1347.51	512.35	0.00	3397.29	09/08/2020	537.00	T
001	0003			927.11	726.67	248.70	0.00	1902.48	08/19/2020	1800.00	
001	0003			768.90	600.67	632.75	66.94	2069.26	09/05/2020	496.00	
001	0003			972.94	624.47	376.29	0.00	1973.70	09/05/2020	496.00	
001	0003			795.82	586.14	0.00	0.00	1381.96	09/09/2020		T
001	0003			488.99	349.19	340.62	0.00	1178.80	06/19/2020	233.25	O
001	0003			1151.96	911.34	0.00	0.00	2063.30	08/10/2020	4625.16	O
001	0004			373.06	264.51	334.26	1322.14	2293.97	08/10/2020	100.00	T
001	0004			535.77	355.08	352.71	82.96	1326.52	08/28/2020	395.50	T
001	0004			285.71	229.85	202.32	1000.22	1718.10	06/17/2020	250.00	T
27	**Subtotals for Cycle 001**			**15480.85**	**12991.39**	**6799.32**	**7607.45**	**42879.01**			
Cycle:	8										
008	0001			581.20	128.47	123.56	2051.85	2885.08	09/07/2020	340.97	
008	0001			722.06	301.05	234.82	198.44	1456.37	08/20/2020	230.00	
008	0001			506.81	187.41	189.05	203.74	1087.01	08/17/2020	150.00	
008	0001			639.92	215.27	237.30	0.00	1092.49	06/03/2020	185.45	T
008	0001			984.35	409.17	241.95	239.84	1875.31	08/21/2020	270.00	T
008	0001			690.58	301.76	199.80	59.18	1251.32	09/08/2020	400.00	O
008	0001			785.92	365.61	391.18	148.04	1690.75	08/10/2020	400.00	T
008	0001			576.72	193.64	169.91	261.42	1201.69	08/10/2020	30.00	T
008	0001			397.96	153.56	163.96	661.15	1376.63	07/19/2020	65.00	T
008	0001			655.09	262.03	230.89	51.02	1199.03	08/10/2020	700.00	T
008	0001			612.64	257.90	229.10	250.69	1350.33	08/10/2020	100.00	T
008	0001			155.46	86.33	489.80	1322.56	2054.15	08/30/2019	219.02	
008	0001			536.62	275.66	276.19	604.29	1692.76	03/09/2020	100.00	T
008	0002			180.83	71.65	122.73	880.66	1255.87	07/24/2020	150.00	T
008	0002			605.96	86.69	95.66	267.67	1055.98			T
008	0002			611.54	322.16	132.85	19.99	1086.54	06/29/2020	250.00	T
008	0002			531.35	206.43	161.94	901.92	1801.64	03/04/2020	135.00	
008	0002			284.04	160.75	200.62	364.35	1009.76	08/11/2020	350.00	T

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
008	0002	[redacted]		618.78	110.41	105.41	307.39	1141.99	08/14/2020	300.00	T
008	0002	[redacted]		359.70	289.58	251.68	541.26	1442.22			T
008	0002	[redacted]		261.63	94.89	121.79	709.77	1188.08	09/10/2020	100.00	T
008	0002	[redacted]		1715.26	118.67	0.00	0.00	1833.93	08/10/2020	1000.00	T
008	0003	[redacted]		905.46	287.09	165.53	83.96	1442.04	08/10/2020	550.00	
008	0003	[redacted]		185.78	150.91	147.81	952.06	1436.56	02/06/2020	608.92	
008	0004	[redacted]		688.55	304.58	221.98	0.00	1215.11	08/10/2020	500.00	
008	0004	[redacted]		842.20	423.16	317.65	0.00	1583.01	09/01/2020	572.17	T
26 Subtotals for Cycle 008				**15636.41**	**5764.83**	**5223.16**	**11081.25**	**37705.65**			
Cycle: 15											
015	0001			523.35	290.33	263.72	793.06	1870.46	01/13/2020	233.34	T
015	0001			291.27	100.10	19.80	662.90	1074.07	12/16/2019	40.00	T
015	0001			129.59	48.01	144.22	876.25	1198.07	01/10/2020	200.00	T
015	0001			257.38	155.86	160.13	465.85	1039.22	08/11/2020	178.76	T
015	0001			314.04	404.21	266.32	893.06	1877.63	08/10/2020	475.00	T
015	0001			331.73	229.35	223.79	298.56	1083.43	08/10/2020	450.00	T
015	0001			329.73	311.56	347.42	341.88	1330.59	08/12/2020	423.00	T
015	0001			538.87	253.27	223.79	187.03	1202.96	06/03/2020	862.94	T
015	0001			289.09	328.35	305.64	269.30	1192.38			O
015	0002			334.22	225.55	170.69	502.54	1233.00	02/14/2020	368.11	T
015	0002			316.33	138.75	153.86	567.88	1176.82			T
015	0002			590.34	379.03	423.45	1128.03	2520.85	02/04/2020	238.00	T
015	0002			468.99	258.65	225.93	855.65	1809.22	01/07/2020	115.00	T
015	0002			155.14	111.35	77.65	717.43	1061.57			T
015	0003			3139.48	2558.12	0.00	0.00	5697.60	08/11/2020	8770.77	O
15 Subtotals for Cycle 015				**8009.55**	**5792.49**	**3006.41**	**8559.42**	**25367.87**			
Cycle: 22											
022	0002			547.35	277.92	265.49	259.58	1350.34	09/03/2020	300.00	T
1 Subtotals for Cycle 022				**547.35**	**277.92**	**265.49**	**259.58**	**1350.34**			
69 Grand Totals				**39674.16**		**15294.38**		**107302.87**			
					24826.63		**27507.70**				

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

SELECTION CRITERIA

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

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

City of College Park — A / R A G I N G — 09/14/2020 13:47:15 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle:	1										
001	0002			1717.00	1540.65	2259.71	0.00	5517.36	08/11/2020	1500.00	
001	0002			22515.87	17689.19	0.00	0.00	40205.06	09/09/2020	20102.52	O
001	0002			1205.38	998.14	0.00	0.00	2203.52	07/14/2020	888.82	O
001	0002			777.55	660.89	0.00	0.00	1438.44	08/11/2020	5320.62	
001	0002			1329.76	1168.84	0.00	0.00	2498.60	07/10/2020	1020.92	O
5 Subtotals for Cycle 001				**27545.56**	**22057.71**	**2259.71**	**0.00**	**51862.98**			
Cycle:	8										
008	0003			942.12	383.72	244.37	85.63	1655.84	08/31/2020	600.00	O
008	0003			506.92	211.79	160.56	637.26	1516.53	03/02/2020	127.24	O
008	0003			1526.65	1149.41	1036.03	1010.55	4722.64	04/28/2020	417.97	O
008	0003			8118.37	3744.68	2942.40	0.00	14805.45	06/24/2020	3126.12	
008	0003			1730.63	628.73	592.51	0.00	2951.87	05/20/2020	2270.69	
008	0003			123.26	57.86	57.86	1801.79	2040.77	12/13/2019	109.00	T
008	0004			22888.18	10029.94	9346.31	9769.67	52034.10	04/28/2020	13501.88	
008	0004			4704.91	2686.75	2546.99	2951.58	12890.23	04/28/2020	5083.04	
8 Subtotals for Cycle 008				**40541.04**	**18892.88**	**16927.03**	**16256.48**	**92617.43**			
Cycle:	15										
015	0000			752.46	417.00	417.00	2103.63	3690.09			O
015	0000			1119.55	619.55	619.55	5022.52	7381.17			O
015	0002			155.83	77.40	78.31	889.61	1201.15	01/24/2020	251.64	T
015	0003			1025.07	833.14	341.79	0.00	2200.00	08/25/2020	1073.99	T
015	0003			716.66	641.56	595.74	898.64	2852.60	08/11/2020	300.00	T
015	0003			1282.17	943.76	0.00	0.00	2225.93	07/20/2020	2675.00	T
015	0003			1011.38	817.73	0.39	0.00	1829.50	08/11/2020	14.00	T
015	0003			910.38	728.66	0.48	0.00	1639.52	08/11/2020	173.00	T
015	0003			393.62	152.96	140.80	505.16	1192.54	09/01/2020	200.00	T
9 Subtotals for Cycle 015				**7367.12**	**5231.76**	**2194.06**	**9419.56**	**24212.50**			
Cycle:	**21**										
021	0001			34.00	34.00	32.38	1173.72	1274.10	05/04/2020	150.00	O
1 Subtotals for Cycle 021				**34.00**	**34.00**	**32.38**	**1173.72**	**1274.10**			
24 Grand Totals				**75487.72**		**21413.18**		**169967.01**			
					46216.35		**26849.76**				

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

SELECTION CRITERIA

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

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

City of College Park — A / R A G I N G — 09/14/2020 13:55:04 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle:	15										
015	0001			517.14	357.20	202.06	440.74	1517.14	08/27/2020	303.53	T
015	0001			419.91	206.86	131.51	328.23	1086.51			T
015	0001			496.57	331.01	308.04	180.22	1315.84	05/15/2020	259.02	O
015	0001			308.25	192.57	240.87	422.06	1163.75	04/17/2020	225.09	T
015	0001			347.11	215.90	188.57	435.23	1186.81			T
015	0001			406.36	161.46	181.36	485.21	1234.39	08/10/2020	500.00	T
015	0001			254.59	128.58	91.80	764.87	1239.84	02/10/2020	100.00	T
015	0003			893.13	411.24	0.00	0.00	1304.37	09/08/2020	175.00	T
015	0003			565.85	421.91	418.95	1115.24	2521.95	08/28/2020	496.00	T
9 Subtotals for Cycle 015				**4208.91**	**2426.73**	**1763.16**	**4171.80**	**12570.60**			
9 Grand Totals				**4208.91**	**2426.73**	**1763.16**	**4171.80**	**12570.60**			

SELECTION CRITERIA

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

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

City of College Park — A / R A G I N G — 09/14/2020 13:49:25 — Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 15											
015	0002			404.01	288.33	202.68	224.24	1119.26	08/11/2020	300.00	
015	0002			512.86	358.86	358.89	0.00	1230.61	05/22/2020	668.39	T
015	0004			1057.40	632.84	261.10	176.08	2127.42	04/30/2020	444.44	T
3 Subtotals for Cycle 015				**1974.27**	**1280.03**	**822.67**	**400.32**	**4477.29**			
3 Grand Totals				**1974.27**	**1280.03**	**822.67**	**400.32**	**4477.29**			

SELECTION CRITERIA

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

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

City of College Park

TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES

9/15/2020

Prepared By Kymberli Johnson

Business

Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			$34,084.96	$0.00	$6,410.12	$40,495.08	Yes	90days	Customer is under Bankrucpty
n/a	No	No			$5,403.85	$4,279.89	$8,005.45	$17,689.19	Yes	60days	Account Active
n/a	No	No			$5,429.44	$224.92	$245.16	$5,899.52	Yes	60days	Account Active
n/a	No	No			$4,054.81	$188.95	$56.60	$4,300.36	Yes	60days	Account Active
n/a	No	No			$3,651.74	$262.81	$0.00	$3,914.55	Yes	60 days	Customer is under Bankrucpty

Apartments

Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			$7,381.17			$7,381.17	Yes	45 days	Electric Disconnected
n/a	No	No				$3,240.56	$2,457.04	$5,697.60	Yes	90 days	Account Active
n/a	No	No			$3,690.09			$3,690.09	Yes	60 days	Electric Disconnected

Residential

Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			$164.81	$2,033.30	$379.86	$2,577.97	Yes	180 days	Account Active Customer is on a payment arrangement for $681.94 until 10/26
No	No	No			$1,415.67	$855.35	$250.93	$2,521.95	Yes	90 days	Account Active Customer has a medical letter on file
				TOTALS	$65,276.54	$11,085.78	$17,805.16	$94,167.48			

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

September 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	$ 16,058.63	$ 15,393.78	$ 664.85	
	1		9/15/2020	$ 12,890.23	$ 12,890.23	$ -	
	15		9/9/2020	$ 820.62	$ 750.00	$ 70.62	
	3		9/3/2020	$ 1,553.55	$ 1,553.55	$ -	
	3		9/1/2020	$ 794.23	$ 200.00	$ 594.23	

Grand Totals:	$ 16,058.63	$ 15,393.78	$ 664.85		

		September 2020 Reconnects			page*2

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				

Page 2 Grand Total	$ -	$ -	$ -	