



Mayor & City Council

Regular Session Meeting

~ Agenda ~

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

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

Experience College Park
Georgia's Global City

Monday, October 5, 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 21, 2020

ACTION:

B. Approval of Workshop Session Minutes dated September 21, 2020.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a proclamation designating October 4-10, 2020 as "Georgia Cities Week" in the City of College Park. See attached proclamation.

B. Presentation of a proclamation designating October 4-10, 2020 as "Public Power Week" and "Green Power Week" in the City of College Park. See attached proclamation.

C. Presentation of a proclamation designating October 4-10, 2020 as "National Fire Prevention Week" in the City of College Park. See attached proclamation.

D. Consideration of and action on a request to host a Customer Service Utility Awareness Week at City Hall October 5 - 9, 2020. See memorandum dated October 1, 2020 from Director of Finance and Accounting Althea Philord-Bradley.

ACTION:

5. Remarks of Citizens
6. Other Business

- A. 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 30, 2020 from Chief Building Inspector Oscar Hudson. Also, see attached background information. This item was deferred during the September 21, 2020 Regular Session. Ward 3.

ACTION:

- B. Consideration of and action on a request for approval by Art Show organizer, Robyn K. Mizelle, for a food truck during a pavilion rental at Richard D. Zupp Park on Saturday, October 10, 2020 from 10:00 a.m. until 7:00 p.m. See memorandum dated September 30, 2020 from Director of Recreation and Cultural Arts Michelle Johnson. Also, see attached supporting documentation.

ACTION:

- C. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated September 30, 2020 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.
- D. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated September 30, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.
- E. Quarterly Discretionary Balance Report for the Mayor and each City Council Member. See memorandum dated October 1, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

- A. Public Hearing to consider the rezoning of 3907 Main Street from DC - Downtown Commercial to C2 - Community Business Zoning District. The Planning Commission heard this case at their August 31, 2020 meeting and recommended approval with conditions. See memorandum dated September 30, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 1.

ACTION:

- B. Public Hearing to consider a Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community Business Zoning District. The Planning Commission heard this case

at their August 31, 2020 meeting and recommended approval with conditions. See memorandum dated September 30, 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 of a one (1) year contract extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia International Convention Center and Arena, plus additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium, Fire Station #2 and the Memorial Police Precinct). See memorandum dated September 23, 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, \$50,915.00 for the additional City facilities. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- B. Consideration of and action on bids received for the purchase of transformers and flood lights. See memorandum dated September 23, 2020 from Power Director Hugh Richardson recommending approval of bids in the amount of \$64,008.50. Also, see attached bid matrix and supporting documentation. These are budgeted items.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on an amendment to the Alcohol Ordinance on Drinking in Public or in Public Facilities to permit alcohol consumption on parklets. See memorandum dated September 30, 2020 from City Attorney Danielle Matricardi Also, see attached proposed ordinance.

ACTION:

10. New Business

- A. Consideration of and action on a request to approve a resolution authorizing the substitution of certain property within the Georgia Greenspace Program and direct the

College Park Business and Industrial Development Authority. See memorandum dated October 1, 2020 from Director of Economic Development Artie Jones, III. Also, see attached supporting documentation.

ACTION:

- B. Consideration of and action on a request for approval of the installation of a rock wall at the Tracey Wyatt Recreation Center by 1Climb. Funding for the rock wall is through Kai Lightner's sponsor of Adidas, Kevin Jorgenson with 1Climb and Eldorado Climbing Walls. The donation for the wall is approximately \$ 66,000.00. Proposed areas for consideration for the build to be in the entrance atrium of the facility or one of the gymnasiums. See memorandum dated October 1, 2020 from Director of Recreation & Cultural Arts Michelle Johnson. Also, see attached supporting documentation.

ACTION:

- C. 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, Cambridge Avenue at Hemphill Street and College Street at Walker Avenue to reduce speeding and make the area safer for the community while walking. See memorandum dated September 29, 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. Also, see attached proposed ordinance. Ward 1.

ACTION:

11. City Attorney's Report

12. City Manager's Report

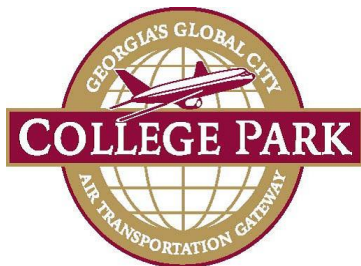
- A. Discussion and update on top ten delinquent property tax payers. See memorandum dated September 30, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**
- B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated September 30, 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: 8362

DATE: October 1, 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 21, 2020

See attached Regular Session Minutes dated September 21, 2020.

Thank you.

ATTACHMENTS:

- RS092120 (DOC)

Review:

- Shavala Moore Completed 10/01/2020 7:49 AM
- Rosyline Robinson Completed 10/01/2020 3:54 PM
- Terrence R. Moore Completed 10/01/2020 11:44 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 REGULAR SESSION
 4 SEPTEMBER 21, 2020
 5

6 **MINUTES**
 7

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

11
 12 Absent: None.
 13

14 1. Opening Ceremonies.

15 A. Pledge of allegiance to the flag.

16 B. Invocation by Pastor Marjorie Dent.
 17

18 2. Additions, Deletions, Amendments, Or Changes To The Agenda.
 19

20 City Manager Terrence Moore said I would like to add Item 10b, Consideration of an
 21 Intergovernmental Agreement with Fulton County for the CARES Act Reimbursement
 22 Funding Initiative Program. And I would like to table Item 8d, Consideration of and action
 23 on a request for approval of a one (1) year contract extension with Legacy Mechanical
 24 Services, Inc., for HVAC maintenance at the Georgia International Convention Center, plus
 25 additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex,
 26 the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium and Fire Station
 27 #2).
 28
 29

30
 31 **ACTION:** Councilman Clay moved to add to the agenda Item 10b, Consideration of an
 32 Intergovernmental Agreement with Fulton County for the CARES Act
 33 Reimbursement Funding Initiative Program; and to table Item 8d, Consideration of
 34 and action on a request for approval of a one (1) year contract extension with
 35 Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia
 36 International Convention Center, plus additional city facilities (City Hall, Brady
 37 Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center,
 38 Conley Recreation Center/Auditorium and Fire Station #2), seconded by
 39 Councilman Taylor and motion carried. (All Voted Yes).
 40

41 3. Presentation Of Minutes Of City Council.
 42

43 A. Regular Session held September 8, 2020.
 44

45 **ACTION:** Councilman Clay moved to approve Regular Session Minutes dated September 8,
 46 2020, with correction, seconded by Councilman Taylor and motion carried as
 47 follows: (All Voted Yes).

48
 49 Page 10, line 425 "...function..." s/b "...funding..."
 50

51 B. Workshop Session held September 8, 2020.
 52

53 **ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated September 8,
 54 2020, as presented, seconded by Councilman Allen and motion carried. (All Voted
 55 Yes).
 56

57 4. Proclamations, Resolutions, Plaques, And Announcements. None.
 58

59 5. Remarks Of Citizens.
 60

61 a. City Clerk Shavala Moore read into the record comments from Karen Corbin, 1866
 62 Cambridge Avenue, College Park, Ga., 30337. I am shocked that we live on a street
 63 where cars travel over speed limits. There has been 1 accident in the 6 months that we
 64 have lived here. I am petrified for the children and pets that live around Hemphill and
 65 Cambridge. There needs to be a 4-way stop sign to slow down cars before something
 66 happens that can't be changed. Thank you.
 67

68 b. City Clerk Shavala Moore read into the record comments from Michelle Dudley,
 69 Trustee and Coordinator for Laster United Methodist Church, 3863 Cain Edward Trail,
 70 S.W., Atlanta, Georgia, 30303. I have been involved with College Park for 6 years
 71 now. I want to thank Councilman Gay for all the hard work and time he gave to Laster
 72 Chapel on Yates Road. He fought to stop a warehouse in our community. He helped
 73 our trustees to negotiate with the warehouse to redo our parking lot. He met with the
 74 logistics company that leases the warehouse and helped them to hire local residents for
 75 employment. He worked with Public Works to get "No Tractor-Trailers" signs at Yates
 76 Road and White City Road to make sure large trucks don't turn down our residential
 77 streets. I also want to thank Councilman Clay for supporting Councilman Gay and
 78 making sure this warehouse would not lower our quality of life. Be blessed and be
 79 safe.
 80

81 c. City Clerk Shavala Moore read into the record comments from Martha Gonzales, 4479
 82 White City Road, College Park, Ga., 30337. I want to acknowledge Councilman Gay
 83 for his many efforts to reach out to his Hispanic community and involve us in his vision
 84 for Ward 4. He reached out to us to aid him with planning events to help us become
 85 more active. The second thing is the November 2, 2020 we will have an All Saints Day
 86 Celebration which brings back so many memories from my hometown. Any time I
 87 needed help, Councilman Gay has tried his best to help me himself, or he has reached
 88 out to other community members with the ability to do so. I am happy that Councilman
 89 Gay embraces our culture and helps guide us through any struggles we are facing. I am
 90 glad that he is a part of the College Park City Council.

91 d. City Clerk Shavala Moore read into the record comments from Enesto Bohemia (sp),
92 2317 College Park Road. My September waste and water bill has increased more than
93 300 percent for the 2 previous months. I went to City Hall, and Customer Service is
94 closed for the moment. No positive outcome. I was told the increase was due to higher
95 rates, or I might have a water leak. I explained that there is no water leak. A 300
96 percent increase is astronomically high. Thanks in advance for addressing this matter
97 in this College Park Council Meeting.
98

99 e. City Clerk Shavala Moore read into the record comments from Tom Coleman and
100 Eileen Murphy, 1993 Cambridge Avenue, College Park, Georgia. We are in favor of
101 adding a 4-way stop sign at Conley and Cambridge and College and Walker. These
102 intersections have been the scene of numerous accidents and are a health and safety
103 issue for drivers, pedestrians, and cyclists. We also think that 4-way stop signs should
104 be installed at the intersection of Cambridge and Victoria, and Cambridge and
105 Hemphill. These intersections suffer the same safety issues as the others under
106 consideration. Please make these changes before someone gets hurt.
107

108 f. City Clerk Shavala Moore read into the record comments from Holland Ramsey. I want
109 to thank Councilman Gay for helping me with the rents. Councilman Gay cares about
110 the citizens of College Park. I appreciate all of his hard work.
111

112 6. Other Business.

113
114 A. Consideration of and action on a request from the Historic College Park Neighborhood
115 Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to
116 display directional signs beginning October 4, 2020 for an annual community yard sale
117 scheduled for October 10, 2020 from 8:00 a.m. until 2:00 p.m. in the historic
118 neighborhood district. Wards 1 & 3.
119

120 Director of Inspections Oscar Hudson said Rick Pierce was told about the meeting for
121 tonight.
122

123 Mayor Motley Broom said he is here.
124

125 Director of Inspections Oscar Hudson said this event has been going on for many years now.
126 Mr. Pierce has applied for an exemption for the postage of yard signs on the city's right-of-
127 way. Every year he has done what he said he was going to do in a timely manner. This is
128 an annual event. My recommendation is for approval of the signs to post 3 to 5 days before
129 the yard sale and up to 50 signs. The applicant has not given me the names yet on who will
130 participate.
131

132 Councilman Clay said Oscar, I have some comments and questions. First off, I think the
133 yard sale is a beloved event in Wards 1 and 3. I think the Neighborhood Association has
134 done a great job each year in doing that, and I think people look forward to it, particularly if
135 they are trying to unload some of their acquisitions over the year. The concern I have, and

136 I have expressed this to the emissary of the HCPNA Board, I am concerned about how we
137 are going to maintain safety of our city citizens and of our visitors.
138

139 Councilman Clay said I have been watching national politics over this Covid-19 to know
140 that wearing a mask or not wearing a mask for many people is a political statement, not
141 necessarily a scientific or an epidemiological statement. One of my questions is: There are
142 more to the CDC guidelines than just 6 feet apart and wearing a mask. But if you want to
143 start with those, how is the Neighborhood Association going to enforce proper distancing
144 and the wearing of masks? And if they don't wear a mask, who is going to take
145 responsibility, and even possibly legal responsibility, for any issues that arise as a result of
146 that?
147

148 Councilman Clay said and another thing is; how are the homeowners going to know what
149 the current guidelines are? Because if you have been following the CDC guidelines, you
150 know they change frequently. So, what mechanism is going to be used to inform those who
151 are participating exactly what the guidelines are when the yard sale occurs? I sent all these
152 to Oscar, but Oscar couldn't answer them.
153

154 Mr. Rick Pierce said my main concern again is the posting of the signs as Oscar has
155 outlined. I will take a shot at the response to Ambrose's question. We have always hosted
156 setup of the advertising and allowed for the promotion of the yard sale, but we don't
157 actually take responsibilities for the individual yard sales. It would be a matter of
158 communication through the yard sale participants and the yard sale homeowners to regulate
159 that themselves. In other words, they will have to wear the masks themselves. I don't
160 know that the board is going to ensure that everyone is wearing a mask or following those
161 guidelines. It's still an individual matter.
162

163 Councilman Clay said I had some communication this afternoon with Vanessa, and you
164 want to move the yard sale out a week, as well.
165

166 Mr. Pierce said yes, to October 17, 2020. And then the directional signs would go out the
167 Monday before that.
168

169 Councilman Clay said if we do approve it, I would advocate that we go along with the
170 changed date that Mr. Pierce just mentioned.
171

172 Councilman Clay asked City Attorney Winston Denmark, does the City incur any liability if
173 we approve this thing, and we end up with a super spreader event? Do we have any liability
174 for that City Attorney?
175

176 City Attorney Winston Denmark said no, sir, and certainly when it is not a city event. We
177 are permitting the event, but it is not a City of College Park event, per se. So, if there is any
178 liability at all, it would be the liability of the individual property owner.
179

180 Mayor Motley Broom said the legislature, when they came back after the Covid-19 break,
 181 they raised the threshold, in terms of liability for businesses and others, that if you come
 182 onto the premises, you are accepting the risk.

183
 184 City Attorney Winston Denmark said yes, Madam Mayor, that is correct. They required the
 185 hosting of that particular sign with statutory mandated language. But even in the absence of
 186 that, just under ordinary tort principles and causation type issues, it would be a difficult
 187 showing to make, especially if the property owner posted a sign mandated by the General
 188 Assembly. That would completely defeat liability.

189
 190 Councilman Clay said I want to approve this thing because I think it has been a good event
 191 for the citizens. The only reason I am doing this is because I have the feeling that the
 192 constituents would like to have it.

193
 194 Mr. Jason Causey said as far as your concerns Mr. Clay, if the participants posted the
 195 required documentation, would that make you feel better, or what can we do? We were
 196 planning on letting all the participants know that they need to follow the CDC guidelines.

197
 198 Councilman Clay said my concern is, even if you have a homeowner that intends to follow
 199 the guidelines and wear a mask, and the kids are helping wearing masks, what will you do
 200 when people drive up with no masks and decide to visit the yard sale? We are going to have
 201 incidents of exposure, and I don't see how you police them. I will move to approve this, but
 202 I am saying in advance that I don't feel comfortable about it.

203
 204 Councilman Allen said as long as they follow the current CDC guidelines and post to wear
 205 face masks. I think it is a great thing for the neighborhood. I like to see the people out. It
 206 does scare me a little bit.

207
 208 Mayor Motley Broom said the yard sale is scheduled for October 17, 2020. And I received a
 209 very large shipment of masks. They are sitting in my office. I received enough masks to
 210 make sure everyone has one at every location. They are cloth masks.

211
 212 Mr. Causey said thank you, Madam Mayor.

213
 214 **ACTION:** Councilman Clay moved to approve a request from the Historic College Park
 215 Neighborhood Association (HCPNA) for an exemption to the Advertising Matter
 216 Ordinance in order to display directional signs beginning October 11, 2020 for an
 217 annual community yard sale scheduled for October 17, 2020 from 8:00 a.m. until
 218 2:00 p.m. in the historic neighborhood district, seconded by Councilman Allen and
 219 motion carried. (All Voted Yes).

220
 221 B. Consideration of and action on a request from City Haus Developer Solutions for an
 222 exemption to the Advertising Matter Ordinance in order to display directional signs to
 223 new homes under development off of Temple Avenue. Ward 3.

224
 225

226 Director of Inspections Oscar Hudson said Rod Mullice would like to erect 3-15 foot
227 directional signs on the city's right-of-way. You have a map of where those signs will be
228 located on Rugby at East Main, Rugby and Main Street, and Temple Avenue and East Main.
229 I will now turn it over to Mr. Rod Mullice.

230
231 Councilman Clay said we have had this kind of request before over the years. As I recall,
232 we have allowed some kind of signage like this. It struck me that these signs might be larger
233 than what we have allowed in the past. What are the largest signs we have allowed in the
234 past? And how long did we allow them to be up?

235
236 Director of Inspections Oscar Hudson said we did allow it for Princeton Village Homes.
237 They could advertise, but only on the people's private property. The signs were set back off
238 the right-of-way, and they asked for permission to put those signs in the citizen's yards.

239
240 Councilman Clay said we also authorized that for The Links, as well, or Oxford Walk.

241
242 Director of Inspections Oscar Hudson said yes, sir.

243
244 Councilman Clay said those were also on private property.

245
246 Director of Inspections Oscar Hudson said yes, sir.

247
248 Councilman Allen said 15 square feet, I assume that is 3 X 5? We should have smaller
249 signs, and they can't obstruct the view. If it blocks the view on Rugby by the railroad
250 tracks, that could be a problem.

251
252 Councilman Clay said in one of the cases, we said we would allow them on the weekends so
253 they wouldn't be up all week long. We need to know how long the signs will be up. And
254 should they be on private property, rather than the city's right-of-way? Some right-of-way
255 is hazardous, particularly around the railroad tracks.

256
257 Mayor Motley Broom asked, can we move this item to the first meeting in October?
258 Sounds like there is some tweaking to the request.

259
260 Councilman Gay said I visited that development. There are very few businesspeople who
261 are making some investment in our city, particularly before Covid-19. I agree that the signs
262 could be obstructive in such a way. I went as far as asking him if he could put his
263 advertisement at the GICC on the LED board.

264
265 Mayor Motley Broom agreed.

266
267 Councilman Allen said I agree too. Thank you very much for making that point.

268
269 Mayor Motley Broom said it sounds like we need to get some questions answered on this
270 one.

271

272 Councilman Clay said and for staff to look into the sizing of signs that have been approved
 273 and the possibility of putting the signs on private property as opposed to the city's right-of-
 274 way, and what would be the problem in doing that.

275
 276 Director of Inspections Oscar Hudson said I can answer those questions now, sir. We did
 277 approve (3) 15 square foot signs for Crown Builders on Fairway, and they were on private
 278 property.

279
 280 Councilman Clay said so, if we want to be consistent with what we did, if they are put on
 281 private property, then the size is okay, and we can approve them.

282
 283 Director of Inspections Oscar Hudson said yes, sir.

284
 285 Councilman Allen said I remember some on Princeton Court, directional signs on city
 286 property. Maybe we need a combination. Put the larger ones on private property as was
 287 done for Crown, and on the weekends you would have the smaller ones.

288
 289 **ACTION:** Councilman Clay moved to defer a request from City Haus Developer Solutions for
 290 an exemption to the Advertising Matter Ordinance, in order to display directional
 291 signs to new homes under development off of Temple Avenue, until the next
 292 Regular Session of Mayor & Council to be held on October 5, 2020, seconded by
 293 Councilman Allen and motion carried. (All Voted Yes).

294
 295 C. Discussion and update on recently adopted ordinances and resolutions.

296
 297 There was no comment made on this item.

298
 299 7. Public Hearings.

300
 301 A. Consideration of and action on a request to set a Public Hearing to consider the
 302 rezoning of 3907 Main Street from DC - Downtown Commercial to C2 - Community
 303 Business Zoning District. A Public Hearing date of October 5, 2020 is recommended.
 304 Ward 1.

305
 306 City Planner Michelle Alexander said Items 7a and 7b are related. 7a is the Rezoning; and
 307 7b is for the Conditional Use Permit. The applicant is seeking to have a restaurant and
 308 store, and in the back have fuel pumps. Fuel pumps require a conditional use permit. This
 309 is just to set the public hearing for both. We are recommending approval with a lot of
 310 conditions, and a couple of recommendations by the Planning Commission.

311
 312 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle
 313 Alexander to set a Public Hearing date for October 5, 2020 to consider the rezoning
 314 of 3907 Main Street from DC - Downtown Commercial to C2 - Community
 315 Business Zoning District, with the proviso that over the next week more work needs
 316 to be done on the circulation issues, curb cuts, and GDOT, seconded by
 317 Councilman Allen and motion carried. (All Voted Yes).

318 B. Consideration of and action on a request to set a Public Hearing to consider a
 319 Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community
 320 Business Zoning District. A Public Hearing date of October 5, 2020 is recommended.
 321 Ward 1.

322
 323 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle
 324 Alexander to set a Public Hearing date for October 5, 2020 to consider a
 325 Conditional Use Permit at 3907 Main Street for fuel pumps in the C2 - Community
 326 Business Zoning District, with the proviso that over the next week more work needs
 327 to be done on the circulation issues, curb cuts, and GDOT, seconded by
 328 Councilman Taylor and motion carried. (All Voted Yes).

329
 330 8. Bids, Change Order Requests And Contracts.

331
 332 A. Consideration of and action on a request for approval to extend the professional
 333 services agreement between the City of College Park and Kearns & West for consulting
 334 services related to the City of College Park Strategic Plan.

335
 336 City Manager Terrence Moore said the recommendation is straightforward, based on
 337 direction from workshop meetings. However, this is not a specific budgeted line item.
 338 There are opportunities to cover the budget adjustments.

339
 340 Mayor Motley Broom said this is stemming from the fact that we are having more teams
 341 than the initial conversation.

342
 343 City Manager Terrence Moore said yes, ma'am. Five teams and we are set to go.

344
 345 Councilman Allen asked, what budget will that come out of?

346
 347 City Manager Terrence Moore said there are a couple of line items from the Office of the
 348 City Manager. One is the strategic planning line item. \$10,000.00 to \$12,000.00 remains
 349 from the strategic line item. This is not a budget adjustment to be realized from a fund
 350 balance or any arrangements to that effect.

351
 352 Councilman Gay said I was doing a cursory look over Mr. Saslow's presentation, and I
 353 noticed there were no images from some of the other wards. This is an opportunity to
 354 capture a lot of our city. I wish you would look at that as you make presentations. When I
 355 used to go to William Johnson's office, he used to say, Mr. Gay, in my office is the closet of
 356 shame. We have hundreds and hundreds of studies and plans. Studies are fine, but lets
 357 everybody stay on board to implement these studies and not wind up in the closet of shame.

358
 359 Mr. Saslow said one last change is being drafted tonight. That work is essentially
 360 completed, as it relates to pictures of all wards. I am so sorry that we didn't capture all of
 361 the representative areas of the city. If we missed your ward or any other, please let me
 362 know. It's an oversight on my part.

363

364 Mr. Saslow said we have engaged every department within city government to create a
 365 system more than a report. I hope you will see it that way, once you are able to digest
 366 everything that has been produced. Teams have been formed around the 5 goals, and with
 367 Council's approval tonight, I will be developing a charge for each of the 5 teams and a
 368 process for hitting certain milestones. I am very proud of the system and very excited for
 369 what lies ahead.

370

371 Councilman Clay said Adam, I have a question partly for you and partly for City Manager. I
 372 have at least 1, if not more than 1, citizen that is very anxious to see the publication of the
 373 plan. Do we have a target date now? I assume we are going to put it out on the website.

374

375 City Manager Terrence Moore said the next step would be to have a meeting this
 376 Wednesday, and a prominent feature will be the next steps associated with this
 377 authorization, to include direction to formally post online. I will ask you Adam to give us a
 378 specific update at that time.

379

380 Mr. Saslow said I will have the final strategic plan for Mr. Moore tomorrow.

381

382 Mayor Motley Broom said thank you for taking the input of our entire team to make this
 383 document what it is. Does anyone have anything else to add?

384

385 There were no further comments or questions made.

386

387 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
 388 Michael Hicks to extend the professional services agreement between the City of
 389 College Park and Kearns & West for consulting services related to the City of
 390 College Park Strategic Plan, seconded by Councilman Allen and motion carried.
 391 (All Voted Yes).

392

393 B. Consideration of and action on a request for approval of the replacement of the Water
 394 Side Heat Pump (WSHP) #12 at the Federal Aviation Administration (FAA) Regional
 395 Headquarters. Ward 3.

396

397 Mayor Motley Broom asked, is there an objection to handling 8b and 8c at once?

398

399 Councilman Clay said with this one, we had it in place for a long time. Is there anything
 400 else we could have done to prevent its demise at this point?

401

402 City Manager Terrence Moore said I have asked our property management person Ron
 403 Wilkerson to be here this evening in anticipation to those items of questions.

404

405 Mr. Wilkerson said the equipment, we have done remarkably well. Those things only last
 406 10 to 12 years. We bought parts back in the time that we could. We are totally out of parts
 407 now. There is just no way we can keep it going any longer. But thank god we did that, or
 408 we would have been in trouble years ago.

409

410 Councilman Clay said smart move Ron.

411

412 Mr. Wilkerson said I tried to spend your money wisely.

413

414 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
415 Moore on the replacement of the Water Side Heat Pump (WSHP) #12 at the Federal
416 Aviation Administration (FAA) Regional Headquarters, seconded by Councilman
417 Taylor and motion carried. (All Voted Yes).

418

419 C. Consideration of and action on a request for approval of the replacement of the
420 Hydraulic Dock Lift at the Federal Aviation Administration (FAA) Regional
421 Headquarters. Ward 3.

422

423 Councilman Allen asked, how do we know how much to budget on this item?

424

425 City Manager Terrence Moore said this was an item that was included in this current fiscal
426 year's operation budget via the FAA Fund. This is a straightforward recommendation.

427

428 Councilman Allen asked, how do we know how much to put in this budget? Is there a set
429 amount every year?

430

431 City Manager Terrence Moore said there was an estimate communicated to the Office of the
432 City Manager. We contemplate somewhere in the neighborhood of \$20,000.00. Therefore,
433 \$18,449.50 felt comfortable.

434

435 Councilman Allen said it is good information for our citizens to know.

436

437 Mr. Wilkerson said the equipment we have now is in a mess. It needs to be replaced.

438

439 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
440 Moore on the replacement of the Hydraulic Dock Lift at the Federal Aviation
441 Administration (FAA) Regional Headquarters, seconded by Councilman Allen and
442 motion carried. (All Voted Yes).

443

444 D. Consideration of and action on a request for approval of a one (1) year contract
445 extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the
446 Georgia International Convention Center, plus additional city facilities (City Hall,
447 Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation
448 Center, Conley Recreation Center/Auditorium and Fire Station #2).

449

450 **ACTION:** Councilman Clay moved to table until October 5, 2020 Item 8d, Consideration of
451 and action on a request for approval of a one (1) year contract extension with
452 Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia
453 International Convention Center, plus additional city facilities (City Hall, Brady
454 Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center,

455 Conley Recreation Center/Auditorium and Fire Station #2), seconded by
456 Councilman Allen and motion carried. (All Voted Yes).

457

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

460

461 Mayor Motley Broom said City Attorney, you and I spoke about this earlier this afternoon
462 about this one. Are we in compliance with OCGA 36-60-13?

463

464 City Attorney Winston Denmark said yes, ma'am, we are. Whether we are selling
465 electricity or water, or some proprietary service, that provision of the Code does not apply.

466

467 Mayor Motley Broom said all right. That was my big question.

468

469 Councilman Clay asked Mr. Richardson, do you have any updates to give?

470

471 Director of Power Hugh Richardson said it's a 5-year contract with Atlanta Data Center,
472 formally known as Virtual Citadel. The first 3 years of the contract is a guaranteed fixed
473 market rate, followed by 2 years of a variable market rate. They are currently operating at
474 9.1 megawatts, and they want to expand to as high as 45 megawatts. We will need to add 16
475 more transformers, in addition to the 6 that are already there. Also, MEAG Power will
476 have to increase the capacity at the West Fayetteville Substation. It will take about 9
477 months. On page 183, I think I showed an analysis. On the far-right column are our
478 margins for each year. It is a win/win for both of us to move forward with this.

479

480 Councilman Clay said when you add those circuits, I think additional wires on a high
481 voltage line; is that what it is going to take?

482

483 Director of Power Hugh Richardson said distribution circuits, and 2 hot wires will be tapped
484 on.

485

486 Councilman Clay asked, how does the power get to that location on Godby Road?

487

488 Director of Power Hugh Richardson said through a 115,000-volt transmission line.

489

490 Councilman Allen said we are putting in a pretty big construction project out there on West
491 Fayetteville. Do we still have enough power to cover all those apartments and townhomes?

492

493 Director of Power Hugh Richardson said we will do fine there. We will be shifting some
494 loads too.

495

496 **ACTION:** Councilman Clay moved to approve a request from Power Director Hugh
497 Richardson on a Power Sales Contract between the City of College Park and ATL
498 Data Centers, LLC., seconded by Councilman Allen and motion carried. (All
499 Voted Yes).

500

501 F. Consideration of and action on a request for approval of a Service Agreement between
 502 the City of College Park and Motorola Solutions, Inc. for maintenance, support, or
 503 other services for the Police Public Safety radio system.
 504

505 Mayor Motley Broom asked, any questions for Chief Williford?
 506

507 Councilman Clay said I have one. Why do we still show the City Attorney's office as
 508 pending on review of the contract?
 509

510 City Manager Terrence Moore said that was a function of time, in which the document was
 511 compiled versus when they had an opportunity to review it.
 512

513 Councilman Clay said I would like to hear from Winston, if you have reviewed it, and is it
 514 okay?
 515

516 City Attorney Winston Denmark said we have reviewed this agreement.
 517

518 Councilman Clay said if that is the case, on packet page 201, Item 17.7 (reading), the way it
 519 reads, unless we say we don't want to renew the contract 30 days before the renewal date,
 520 then it goes forward, but Motorola gets to set the price on the renewal date. So, how do we
 521 know, I mean, you know and I know that we probably want to renew it because there is an
 522 underpinning of our equipment, but it bothers me that we are renewing something that we
 523 don't know what the price is going to be.
 524

525 City Attorney Winston Denmark said it is more of whether we think it's a good business
 526 deal for the City of College Park. Unless we opt out, we are bound going forward, but we
 527 are bound at a price that we can't know today, and we won't know until they tell us what
 528 that price is. It is more of a business consideration than anything else.
 529

530 Police Chief Ferman Williford said if we don't have a maintenance agreement with
 531 Motorola and something breaks and we need service, we go back out of queue, and we will
 532 pay a higher rate of labor and parts than those who are not under a service agreement would
 533 pay.
 534

535 Councilman Clay said the power of monopoly.
 536

537 Police Chief Ferman Williford said exactly.
 538

539 Councilman Allen said it sounds like we need to be on top of it when it is due again.
 540

541 **ACTION:** Councilman Clay moved to approve a request from Police Chief Ferman Williford
 542 on a Service Agreement between the City of College Park and Motorola Solutions,
 543 Inc. for maintenance, support, or other services for the Police Public Safety radio
 544 system, seconded by Councilman Taylor and motion carried. (All Voted Yes).
 545

546 G. Consideration of and action on a request to ratify the City Manager's approval of the
547 emergency repair of pump #2 at the Southeast Lift Station located at 1219 Forest
548 Parkway.

549
550 Councilman Clay said somebody owes us money. I will move to ratify, with the proviso to
551 pursue compensation from the contractor who made the repairs. It wasn't done to industry
552 standard from what I understand. That's my motion.

553
554 Director of Public Works Mike Mason said that is something we are looking at. It may have
555 been the driveshaft that bent bad inside the motor itself which caused the problem. That is
556 another piece I wanted to mention.

557
558 Councilman Clay said that might be an excuse to get a smaller amount, but I would like to
559 see us pursue it.

560
561 Director of Public Works Mike Mason said absolutely.

562
563 **ACTION:** Councilman Clay moved to approve a request to ratify the City Manager's approval
564 of the emergency repair of pump #2 at the Southeast Lift Station located at 1219
565 Forest Parkway, with the proviso to pursue compensation from the contractor who
566 made repairs, seconded by Councilman Taylor and motion carried. (All Voted
567 Yes).

568
569 H. Consideration of and action on bids received to perform street resurfacing work in the
570 Oxford Walk Subdivision under the Georgia Department of Transportation (GDOT)
571 2020 Local Maintenance and Improvement Grant (LMIG) Program. Ward 1.

572
573 Councilman Gay said Mr. Mason, there are 24 streets in Ward 4. Only 3 streets have been
574 paved since 1988: Herschel, Janice, and Hopewell. Adjacent to us is East Point with 20
575 streets that have been paved using GDOT and improvement grants. What is the priority that
576 we use to pave our streets?

577
578 Director of Public Works Mike Mason said some of the streets were paved since 1988.
579 Lakeshore Drive has been repaved. One of the things we looked at was what commitment
580 was made a few years ago with the development of Oxford Walk, where the City made a
581 commitment that once the property was built out, the City would pay to have the final top
582 coat applied to those streets.

583
584 Councilman Gay said just keep in mind that I will talk to you about Lakeshore. But the
585 point is we have had streets that have been cut by Water & Sewer all over the streets, and
586 they are not getting paved. We need to talk about the priorities on how they get paved.

587
588 Director of Public Works Mike Mason said yes, sir.

589
590 Mayor Motley Broom said I think a discussion at a workshop meeting would be a great
591 conversation to have.

592 Councilman Clay said when I look at the results of the bid tab matrix, HEH is the minority
593 owner. They have done tons of previous work with the City. I consulted with Mike Mason,
594 and he said they have done reasonable work with the City. Several years ago we passed an
595 ordinance that gave a benefit, as I recall, to minority-owned businesses that were on a
596 smaller bid like this that were within a certain percent of the lowest bid; that they could
597 actually end up being the winner of the bid. So, I think we are within that percentage. I
598 don't know whether we have our proposal people on the line or not.
599

600 Mayor Motley Broom said I recall that there were some concerns regarding how they would
601 be structured. Fulton County had done a study, or the City of Atlanta, determining that it
602 was an issue. And therefore, they were able to address it through the bid process.
603

604 City Attorney Winston Denmark said we determined that, without absent the study to
605 provide a factual predicate, or the remedial steps the City was taking, we might be
606 vulnerable to a suit. Absent that study are subjective determination that these remedial steps
607 are necessary, would not necessarily pass constitutional muster. At that time, the cost of a
608 study was prohibitive, and we elected not to move in that direction.
609

610 Councilman Clay said I remember that discussion. As I recall it, it was the possibility of
611 changing an existing ordinance, and I don't think we ever invalidated the ordinance on
612 the books. If you would go back and look at what the ordinance says about bids, I don't
613 think that has ever been eliminated.
614

615 City Attorney Winston Denmark said I don't know that we have under the existing
616 ordinance, but the question is whether we have a challenge on that ordinance. As I sit here
617 now, I'm not certain that we would be.
618

619 Councilman Clay said if that ordinance is still on the books, we should give direction and
620 strike that ordinance, and that should come up for a vote. And the second thing was I just
621 looked at this being one of the cases where the bids are very close and one has done a job for
622 us, and we thought they did a good job that was a potential opportunity. But if you feel
623 there is a risk in this case, then let's just go forward with a vote and leave it the way it is, but
624 let's get back and check into that ordinance and get it cleaned up, if it needs to be.
625

626 Councilman Gay said Mike, aside from the constitutionality of it all, in the spirit of what the
627 council member was saying is, with the bids being so aligned in price, I can't tell you that
628 this vendor is one that has been successful for numerous years. If the vendor is close to
629 cost and responsive, I would just say it makes good business sense to give other people an
630 opportunity to build their business, as well.
631

632 Councilman Clay asked, are you saying go with East Coast Grading and not HEH?
633

634 Councilman Gay said I'm saying go with HEH. It is time to start moving to a place where
635 we start giving opportunities to other contractors, if they are close in cost and does the same
636 kind of work.
637

638 Mayor Motley Broom said if our rationale is HEH Paving being a minority contractor, are
639 you comfortable with that having legal standing as they are not the lowest bidder?
640

641 City Attorney Winston Denmark said if that is the basis, then it would be problematic. I
642 see that in a preliminary way because I have not reviewed the bid documents. If all things
643 being equal, if it was the case that our decision was based on one bidder being minority and
644 one not, we would need to use the disparity study as a benchmark, then we would be on
645 shaky ground, but that assumes that is the basis for the City's action.
646

647 **ACTION:** Councilman Gay moved to approve HEH Paving to perform street resurfacing work
648 in the Oxford Walk Subdivision under the Georgia Department of Transportation
649 (GDOT) 2020 Local Maintenance and Improvement Grant (LMIG) Program.
650 Motion died for lack of a second.
651

652 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works Mike
653 Mason recommending East Coast Grading Inc. to perform street resurfacing work
654 in Oxford Walk Subdivision, under the Georgia Department of Transportation
655 (GDOT) 2020 Local Maintenance and Improvement Grant (LMIG) Program,
656 seconded by Councilman Allen and motion carried. (All Voted Yes).
657

658 I. Consideration of and action on a request for approval of Cyber Security monitoring of
659 the City's network by KROLL as the monitoring company, Red Canary as the status
660 portal, and Carbon Black as the monitoring software to prevent Cyber-attacks or any
661 ransomware attack.
662

663 City Manager Terrence Moore said this will be an interdepartmental budget adjustment of
664 \$48,800.00. This is not coming from the General Fund Balance or any other resource.
665

666 **ACTION:** Councilman Allen moved to approve a request from Chief Information Officer
667 Michael Hicks on Cyber Security monitoring of the City's network by KROLL as
668 the monitoring company, Red Canary as the status portal, and Carbon Black as the
669 monitoring software to prevent Cyber-attacks or any ransomware attack, seconded
670 by Councilman Clay and motion carried. (All Voted Yes).
671

672 9. Unfinished (Old) Business.
673

674 A. Consideration of and action on a request for approval of the Six West development
675 district plan that focuses on implementation, including Phase 1 infrastructure, costs,
676 financing options, schedule, and next steps.
677

678 Director of Economic Development Artie Jones said this is to approve the Six West
679 Development District Map. There were no changes to the plan.
680

681 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
682 Development Artie Jones, III on the Six West development district plan that focuses
683 on implementation, including Phase 1 infrastructure, costs, financing options,

684 schedule and next steps, seconded by Councilman Taylor and motion carried. (All
685 Voted Yes).

686
687 10. New Business.

- 688
- 689 A. Consideration of and action on a request for approval to place a four (4) way stop sign
- 690 at the intersections of Cambridge Avenue at Conley Street and College Street at Walker
- 691 Avenue to reduce speeding and make the area safer for the community while walking.
- 692 Ward 1.

693
694 Police Chief Ferman Williford said the goal of this request is to make the streets a little safer
695 and prevent accidents. I would like to add Hemphill and Cambridge. I reviewed the video
696 of the accidents the other night and saw what happened, and I didn't read the accident
697 reports. There was a problem there.

698
699 Councilman Allen said the cost is \$450.00?

700
701 Police Chief Ferman Williford said yes, sir. It is not a big expense in terms of signage.

702
703 Councilman Allen said there has been a lot of talk about speeding. I'm willing to go into
704 my discretionary fund and another council member half it with me.

705
706 Mayor Motley Broom said I will take Hemphill and Cambridge.

707
708 Councilman Clay said I will pay for whichever one is not being paid for. I will split it with
709 Ken.

710
711 Police Chief Ferman Williford said the reason we are seeing so much of this is because of
712 the way the speed enforcement laws are written in the state. It makes it difficult for us to
713 meet the distance requirement on the streets to run speed detection. The vast majority of
714 citations are in Wards 1 and 3. They are not stopping at stop signs.

715
716 Councilman Clay said I had a conversation with one of my constituents about this. First off,
717 we put stop signs in at Atlanta and Victoria and on Lyle. The neighbors wanted to put them
718 in. We had a pet killed out in front. There were concerns about people coming up over the
719 hill too fast and you couldn't see them. One car was clocked at 80 miles an hour, but it
720 wasn't unusual to clock people at 65 mph. We are seeing now that people don't stop at stop
721 signs in College Park, generally. They slow down for the stop signs. We have more engine
722 noise I believe than we had when we did not put in the stop signs.

723
724 Councilman Clay said another point I want to make is I have always opposed legislation that
725 I didn't believe we could enforce. The Dangerous Dog Ordinance that we put in place; it
726 hasn't been enforced. We have approved something we feel good about. I don't believe it is
727 going to fix it. I think it will slow down traffic and give people a fighting chance to get
728 across Cambridge safely. But if anybody thinks that this is going to stop people from
729 coasting through or blowing through stop signs as they do on Lyle, we are fooling ourselves.

730 And I hope all the residents who are watching this may be feeling a little bit guilty. I argue
 731 that the cost is not \$450.00. I argue that the cost is probably several hundred thousand
 732 dollars. And the reason that is, is because to add a staff to the Police Department is probably
 733 about \$100,000.00 when all things are considered. And then to give them a patrol car is
 734 another \$50,000.00 or \$40,000.00. So, if we think they are going to put up stop signs and
 735 they are going to get enforced, we are fooling ourselves, unless we are willing to commit
 736 several hundred thousand dollars in the budget to bring on staff to do that enforcement. That
 737 is my personal opinion.

738
 739 Councilman Clay said having said that, I am going to vote for the stop signs for a fighting
 740 chance, but we need to change the culture in this city where people stop at stop signs and
 741 where people don't race when they are not in their own block. I would also like to consider
 742 that the police do an analysis of all the 2-way stop signs throughout the city and consider
 743 putting in 4-way stop signs everywhere. I was T-boned at College and Walker. Somebody
 744 ran right through the stop sign very slowly. I swerved and still was smashed on the right-
 745 hand side. I didn't pursue putting a 4-way stop sign there at that point. I could have, but
 746 I'm not a great fan of adding stop signs everywhere, but I'm frustrated like everybody else.
 747 I don't think this is going to be policed at all these locations to catch the people that are not
 748 stopping at the stop signs. That is my pontification.

749
 750 Mayor Motley Broom asked Chief Williford, can you commit to that?

751
 752 Police Chief Ferman Williford said I agree with Councilman Clay. A vast number of people
 753 roll up and just hit their brakes and roll on. The other piece is that maybe further
 754 consideration of speed cushions and speed curbs to help.

755
 756 Mayor Motley Broom asked, can you commit to the other 2-way stops in the city?

757
 758 Police Chief Ferman Williford said yes.

759
 760 **ACTION:** Councilman Clay moved to approve a request from Police Chief Ferman Williford
 761 to place a four (4) way stop sign at the intersections of Cambridge Avenue at
 762 Conley Street, College Street at Walker Avenue, Hemphill and Cambridge to
 763 reduce speeding and make the area safer for the community while walking, with the
 764 proviso to study other intersections that may also need (4) way stops, seconded by
 765 Councilman Allen and motion carried. (All Voted Yes).

766
 767 B. Consideration of an Intergovernmental Agreement with Fulton County for the CARES
 768 Act Reimbursement Funding Initiative Program.

769
 770 **ACTION:** Councilman Clay moved to approve an Intergovernmental Agreement for the Cares
 771 Act Funding Initiative Program, seconded by Councilman Taylor and motion
 772 carried. (All Voted Yes).

773
 774 11. City Attorney's Report. None.

775

776 12. City Manager's Report.

777

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

780

781 There were no comments made on this item.

782

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

785

786 There were no comments made on this item.

787

788 13. Report Of Mayor And Council.

789

790 Councilman Clay – said I had a couple of questions on what our plans are for Halloween on
791 Rugby. Someone from The Links has been inquiring if they can do something there, but I
792 haven't heard anymore from them. And I don't think The Links would require any police
793 support like Rugby. Does anybody have an opinion on Rugby and Halloween?

794

795 Mayor Motley Broom said if you were concerned about the yard sale, I would think
796 Halloween is the yard sale on steroids. Someone asked me about it yesterday or the day
797 before. I have not gotten there, in terms of my thoughts. Some communities have cancelled
798 their Halloween celebrations. I would like a little bit more information about what other
799 communities are doing. But if the group is feeling partial one way or the other tonight and a
800 consensus is reached, I'm okay with it.

801

802 Councilman Clay asked, I assume we are not doing the Trunk or Treat?

803

804 Police Chief Ferman Williford said we have cancelled Trunk or Treat.

805

806 Councilman Clay said maybe we should get ahead of it then and put out the word that
807 College Park is not actively supporting Halloween on Rugby.

808

809 Mayor Motley Broom said why don't we take the opportunity to coordinate with the
810 Neighborhood Association and get a feel of what people are planning on doing, and just get
811 a little more feedback before we come to any decision.

812

813 Councilman Taylor – said I want to thank everybody for what you are doing for the 2020
814 Census.

815

816 Councilman Allen – said I want to echo on the Census. Talk with your neighbors and make
817 sure they fill out their Census.

818

819 Councilman Allen said when we lose a lot of policemen, firemen, and public works people,
820 we don't need to be getting down very low where we have to use a lot of overtime and wear

821 these people out. We need to look at replacing some of these people. Keep us abreast of
822 what is going on. We don't want to get down too low where we can't replace people.

823
824 Councilman Allen said thank you for everything you do.

825
826 Councilman Gay – said I would like to know if there is a deadline set for everyone to be on-
827 line with QScend. We didn't have centralized recording.

828
829 Councilman Gay said with Fulton County going to Phase 3, are we going to do anything for
830 the children for Back To School? Is there anyway we can offset this?

831
832 Mayor Motley Broom said I think that is a really good idea. Maybe we can circle back with
833 our school leaders to see what they need and where the gaps are going to be.

834
835 Councilman Clay asked, is this an area based on the previous discussion we had (referring to
836 the legal opinion by City Attorney that we could not give resources to the schools)?

837
838 Mayor Motley Broom said I don't think we can do it. I don't think we can do it here, but we
839 can promote it.

840
841 Mayor Motley Broom – said there is still assistance for utilities. We received CDBG funds
842 for residents that live in Fulton County. Go to collegetparkga.com and click on the utility
843 tab link. There is up to \$1,500.00 available per account. I would encourage everyone to
844 check that out. There are some qualifications you have to meet.

845
846 Mayor Motley Broom said the police academy is coming up starting in October.

847
848 Mayor Motley Broom said we are also having a College Park Power Program 101 next week
849 on September 29, 2020 from 6:00 p.m. to 7:30 p.m. I encourage everyone to show up for
850 that event via Zoom. It will be a very informative event for everyone.

851
852 Mayor Motley Broom said we need everybody in on this final stretch for the Census. We
853 can finish strong, but it is up to you and the friends and family that you have here in College
854 Park. If you filled yours out, thank you so much. It gives us \$2,300.00 per year for the next
855 10 years for College Park. It makes such an impact in our community for the next decade.
856 Go to 2020Census.gov.

857
858 14. Executive Session.

859
860 Mayor Motley Broom said we need to approve the personnel decision that was made earlier
861 tonight in executive session.

862
863 **ACTION:** Councilman Clay moved to approve a personnel decision that was discussed during
864 Executive Session, seconded by Councilman Allen and motion carried. (All Voted
865 Yes).

866

867 15. Approval of Executive Session Minutes.

868

869 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated September
870 21, 2020, as presented, seconded by Councilman Allen and motion carried. (All
871 Voted Yes).

872

873 16. Adjournment.

874

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

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894 **ATTEST:**

895

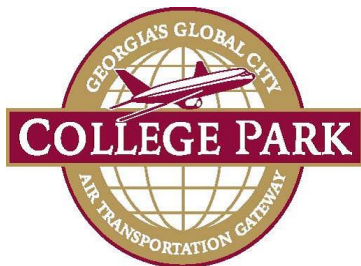
896

897

898 _____
Shavala Moore, City Clerk

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8361

DATE: September 30, 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 21 , 2020

See attached Workshop Session Minutes dated September 21, 2020.

Thank you.

ATTACHMENTS:

- WSS092120 (DOC)

Review:

- Shavala Moore Completed 09/29/2020 3:01 PM
- Rosyline Robinson Completed 09/30/2020 5:31 PM
- Terrence R. Moore Completed 09/30/2020 5:53 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 SEPTEMBER 21, 2020
 5

6 **MINUTES**
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick
 9 Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;
 10 City Clerk Shavala Moore; City Attorney Winston Denmark.
 11

12 Absent: None.
 13

14 Mayor Motley Broom called the workshop session to order at 5:01 p.m.
 15

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

20 Mayor & Council entered into executive session at 5:02 p.m.
 21

22 The workshop session reconvened at 6:06 p.m.
 23

- 24 **1. Public Hearing to receive comments on the adoption of the proposed Millage**
 25 **Rate for Fiscal Year 2020-2021. This is the first of three public hearings**
 26 **scheduled to receive public comments.**
 27

28 Mayor Motley Broom declared the public hearing open.
 29

30 Mayor Motley Broom asked if there was anyone from the public who would like to speak
 31 for or against the adoption of the proposed Millage Rate for Fiscal Year 2020-2021.
 32

33 There were no comments made from the public.
 34

35 Mayor Motley Broom declared the public hearing closed.
 36

- 37 **2. Considerations regarding direction to proceed with the services of the Atlanta**
 38 **Regional Commission (ARC) to update the City of College Park**
 39 **Comprehensive Plan.**
 40

41 City Planner Michelle Alexander said it is time to update our Comprehensive Plan.
 42 There is a straightforward memo in the packet, as well as a sample agreement and a list of
 43 the scope of what ARC provides to participating cities who wish to get assistance from
 44 ARC.
 45

46 The Comprehensive Plan is every 5 years to update and every 10 years to do a complete
47 update. It is a great service to have. We do want to augment what that deliverable is, so
48 there will be some staff time involved. I made a list of the things we need to add, on top
49 of what ARC could provide for us.

50

51 If Mayor & Council approves this, we will proceed to complete the agreement and MOU
52 with ARC. They are updating it. There will be some refinement, and we will bring it
53 back to you for your approval at the next meeting and seek the direction you would like
54 us to go in.

55

56 Mayor Motley Broom said I agree with you. I think it is great timing where we are right
57 now. This is a fantastic conversation to have, and we have the ability to build on some of
58 the momentum that we have been able to gain and other ways that we are able to reach
59 out to people. I'm hopeful that we can take this Comprehensive Plan conversation to
60 communicate with our residents and stakeholders, and hopefully this will carry over to
61 the plan as well. Anyone else?

62

63 Councilman Clay said I got answers to my questions I sent over to you. The one thing I
64 want to clarify, though, is they don't have the formal agreement in its final form because
65 they are modifying it. So, if you get your name in soon enough, they guarantee you that
66 they are going to get it done by your commitment date. So, given the fact that you have
67 talked to them, which you indicated to me, and given the fact that they are changing the
68 agreement, can we assume correctly that they are guaranteeing that; if we sign up now
69 that they will get it done in time?

70

71 City Planner Michelle Alexander said yes. In fact, I spoke with them in the summer
72 because they were already reaching out for the reasons I mentioned to make sure they had
73 enough resources. They anticipate a kickoff to be in October.

74

75 Councilman Allen asked, do we need to approve it tonight?

76

77 City Planner Michelle Alexander said it isn't on the regular agenda, but I guess you can if
78 you want to, as long as you give authority to City Manager to make minor modifications.
79 There is no cost associated with it.

80

81 City Manager Terrence Moore said the recommendation from the Office of the City
82 Manager would be to offer a consensus to bring back a solid cohesive recommendation
83 for the October 5, 2020 meeting, based on the dialogue this evening.

84

85 Councilman Clay said that sounds more than adequate given the current situation, and
86 then we just have it on the regular meeting just once.

87

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

89

90 Mayor Motley Broom asked, is there a consensus to proceed?

91

92 All Councilmen agreed to proceed.

93

94 City Planner Michelle Alexander said thank you.

95

96 **3. Considerations regarding illegal dumping at the Jamestown Plaza Recycling**
97 **Center.**

98

99 Councilman Gay said there have been a lot of people bringing more than recycling items
100 to the center. I was told that Goodwill was not taking a lot of peoples' goods, so they just
101 started dropping them off at our recycling center. Mike Mason has come up with some
102 real effective techniques, along with Michael Hicks, so I will let them take it from here.

103

104 Director of Public Works Mike Mason said there are several things I listed in the
105 workshop agenda that we took to curb some of the illegal dumping at the Jamestown
106 Recycling Center. One was the installation of a camera. I believe that over this past
107 weekend they were able to capture some activity, as far as illegal dumping, so that has
108 been a plus. And in working with the Police Department, Chief Williford said that he
109 would increase patrol over there in an effort to curb some of the illegal dumping. We
110 also placed additional surveillance signs around there to notify people when they come
111 into that area that they are under surveillance as a deterrent, as well, to curb some of that
112 activity. We are looking to use pedestrian barricades to limit access to the containers.
113 We tried to limit the number of containers out there too.

114

115 City Manager Terrence Moore said these efforts will be made available city-wide.

116

117 Councilman Allen said the cameras were cameras we already had, right?

118

119 Chief Information Officer Michael Hicks said yes, sir. We put 2 cameras out there.

120

121 Councilman Allen asked, who monitors those cameras?

122

123 Chief Information Officer Michael Hicks said I have asked my technician to do it. I told
124 him to watch that area and the whole city.

125

126 Councilman Clay said those cameras are part of the overall city surveillance network.
127 They are not like the cameras that we had before which were communicating by cellular,
128 and they were somewhat intermittent; is that correct?

129

130 Chief Information Officer Michael Hicks said that is correct.

131

132 Councilman Clay said so, that means those cameras are recording all the time.

133

134 Chief Information Officer Michael Hicks said yes, sir, that's correct.

135

136 Councilman Clay said and that means we can go back and fast forward through that
137 footage, and if you see somebody driving up in a pick-up truck unloading, it will scan.

138 Mayor Motley Broom asked, when do you think it would make sense to come back with
139 a report?

140
141 Director of Public Works Mike Mason said at least 45 to 60 days.
142

143 Mayor Motley Broom said so November-ish.
144

145 City Manager Terrence Moore said we will provide a follow-up update at the November
146 16, 2020 workshop meeting.
147

148 Mayor Motley Broom asked, where is the recycling going?
149

150 Director of Public Works Mike Mason said it is being converted to whatever product they
151 are making for their market. We take the glass to Strategic Materials here in College
152 Park. The only way that material would not be taken to a recycling facility is if it is
153 contaminated, like with garbage or paint cans. Those items will be taken to our regular
154 refuse supplier, Republican Services in East Point.
155

156 Mayor Motley Broom said one thing that keeps coming up is the option of curbside
157 recycling.
158

159 Director of Public Works Mike Mason said we have put together a survey that we
160 discussed, as far as sending it out to the residents, to get their input on whether they
161 would prefer curbside versus the recycling centers that we have. We looked at several
162 private haulers.
163

164 Mayor Motley Broom asked, were the residents generally receptive to the idea? It would
165 be an extra cost, correct?
166

167 Director of Public Works Mike Mason said yes. We haven't sent the survey out as of yet.
168 The survey is expanding, but the actual recycling survey is ready. I will get that out first
169 thing in the morning and get feedback.
170

171 Councilman Gay asked, can you make sure that the canisters have lockdown tops on
172 them?
173

174 Director of Public Works Mike Mason said yes, sir.
175

176 Councilman Clay said first off, I have a comment for everybody that is listening to this
177 presentation. To spite all the hard work and effort on the responsible people who really
178 want to recycle and do the job right, all it takes is one or two people who don't care, to
179 throw paint cans in the aluminum bin or garbage in with the cardboard, and they can spoil
180 the whole load, and then it doesn't go to recycling. So, that is something to think about
181 for everybody out there.
182

183 Councilman Clay said the second thing I wanted to mention is I know full well with our
184 financial situation in the city the way it is, there is no way in my mind that I could see
185 myself voting for free curbside recycling, unless we cut back something else in services.
186 And cutting back in those services might be eliminating one of the two pickups a week.
187 It might be in not picking up trash from the rear of the house, unless the owner
188 specifically asks for it. Those are some of the issues driving this whole thing. And when
189 you put your survey out, I think you are going to take those things into account. People
190 need to pay careful attention to that.

191
192 Mayor Motley Broom asked, what is the tradeoff? What kind of tradeoff are you willing
193 to live with, if this were to be something that was a reality in College Park? Heck, if
194 people are filling out a survey anyway, you might as well get them to answer all the
195 questions we want to know, right? Any other questions or comments?

196
197 There were no further questions or comments made.

198
199 Mayor Motley Broom declared the Workshop Session adjourned at 6:34 p.m.

200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222

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

PROCLAMATION

DOC ID: 8346

DATE: October 1, 2020
TO: The Honorable Mayor and Members of City Council
FROM: Shavala Moore, City Clerk
RE: Georgia Cities Week October 4-10, 2020

GEORGIA CITIES WEEK

October 4 - 10, 2020

A PROCLAMATION OF THE CITY OF COLLEGE PARK RECOGNIZING GEORGIA CITIES WEEK, OCTOBER 4 - 10, 2020 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of College Park, Georgia that the week of October 4 -10, 2020 is hereby proclaimed:

GEORGIA CITIES WEEK

BE IT FURTHER PROCLAIMED THAT THE CITY OF COLLEGE PARK ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED.

PROCLAIMED THIS 5th DAY OF OCTOBER, 2020.

ATTEST:

Shavala Moore, City Clerk

Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman

Review:

- Shavala Moore Completed 09/25/2020 5:00 PM
- Rosylina Robinson Completed 09/26/2020 8:26 PM
- Terrence R. Moore Completed 09/30/2020 5:39 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8349

DATE: September 26, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Public Power and Green Power Week 2020

PROCLAMATION

Public Power and Green Power Week

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

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

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

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

BE IT FURTHER RESOLVED that the week of October 4th through October 10th be designated the 34th annual Public Power Week and 17th annual Green Power Week in order to honor College Park Power for its contributions to the community and to make its consumer-owners, policy makers, and employees more aware of its contributions to their well-being.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of College Park do hereby proclaim that the week of October 4 - 10, 2020 be designated as

PUBLIC POWER AND GREEN POWER WEEK

PROCLAIMED THIS 5th DAY OF OCTOBER 2020.

CITY OF COLLEGE PARK

ATTEST:

Bianca Motley Broom, Mayor

Shavala Moore, City Clerk

Ambrose Clay, Councilman

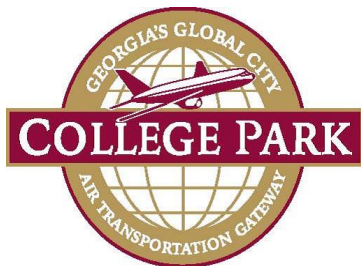
Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick D. Gay, Councilman

Review:

- Hugh Richardson Completed 09/23/2020 2:14 PM
- Rosyline Robinson Completed 09/23/2020 3:51 PM
- Terrence R. Moore Completed 09/30/2020 5:42 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8353

DATE: September 28, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Wade Elmore, Fire Chief

RE: 2020 National Fire Prevention Week Proclamation

PROCLAMATION

National Fire Prevention Week

WHEREAS: Fire Prevention Week will be observed in the United States Sunday, October 4 through Saturday, October 10, 2020. The National Fire Protection Association focus on cooking fire safety; and

WHEREAS: The theme for this year's National Fire Prevention Week is "[Serve Up Fire Safety in the Kitchen](http://fpw.org/)" <<http://fpw.org/>> focus on cooking fire safety that comes in response to home cooking fires representing the leading cause of U.S. home fires, with nearly half (49 percent) of all home fires involving cooking equipment; unattended cooking is the leading cause of these fires; and

WHEREAS: College Park Fire Rescue, acting in the best interest of the citizens of College Park, is dedicated to promoting fire safety and prevention by providing fire safety and prevention education to all schools, community groups and the public in general; and

WHEREAS: taking simple safety precautions, including the following:

- Keep a close eye on what your cooking; never leave cooking unattended
- Keep anything that can catch fire - oven mitts, wooden utensils, food packaging, towels or curtains - at least three feet away from your stove top.

- Be on alert, If you are sleepy or have consumed alcohol, don't use the stove or stove top; and

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

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

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of College Park, Georgia that the week of October 4 -10, 2020 is hereby proclaimed:

NATIONAL FIRE PREVENTION WEEK

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

PROCLAIMED THIS 5th DAY OF OCTOBER, 2020.

ATTEST:

Shavala Moore, City Clerk

Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman

Review:

- Wade Elmore Completed 09/28/2020 8:34 AM

- Rosyline Robinson Completed 09/28/2020 2:03 PM
- Terrence R. Moore Completed 09/30/2020 5:45 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8369

DATE: October 1, 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: Customer Service Utility Awareness Week: October 5-October 9, 2020

PURPOSE: To acknowledge the Customer Service Division for their continued excellence in providing quality service to our utility customers and all other individuals. Additionally, this week will be an opportunity to inform / update our utility customers of pertinent information concerning their utility billing and service offerings.

REASON: Customer Service Division is the Utility Departments' front line for interaction with the citizens they service. This week is a celebration of the positive relationship between the City of College Park and its stakeholders.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Customer Service Division

Review:

- Althea Philord-Bradley Completed 10/01/2020 11:16 AM
- Rosylina Robinson Completed 10/01/2020 3:55 PM
- Terrence R. Moore Completed 10/01/2020 12:05 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8352

DATE: September 30, 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.

Also there is a added attachment that shows what Crown Development requested for their directional signs.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 5, 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)
- 3x5OffsiteDirections_TempleSq[1] (JPG)
- Temple Square-Signage Placement (PDF)
- Brad Noyes mockup (JPG)

Review:

- Oscar Hudson Completed 09/24/2020 3:13 PM
- Rosyline Robinson Completed 09/26/2020 8:23 PM
- Terrence R. Moore Completed 09/30/2020 5:45 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

Rosylie 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;
 3x5OffsiteDirections_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

6.A.b



TEMPLE
SQUARE

TOWNHOMES
From the
Low \$400's



678-578-6813

OWNTEMPLESQUARE.COM

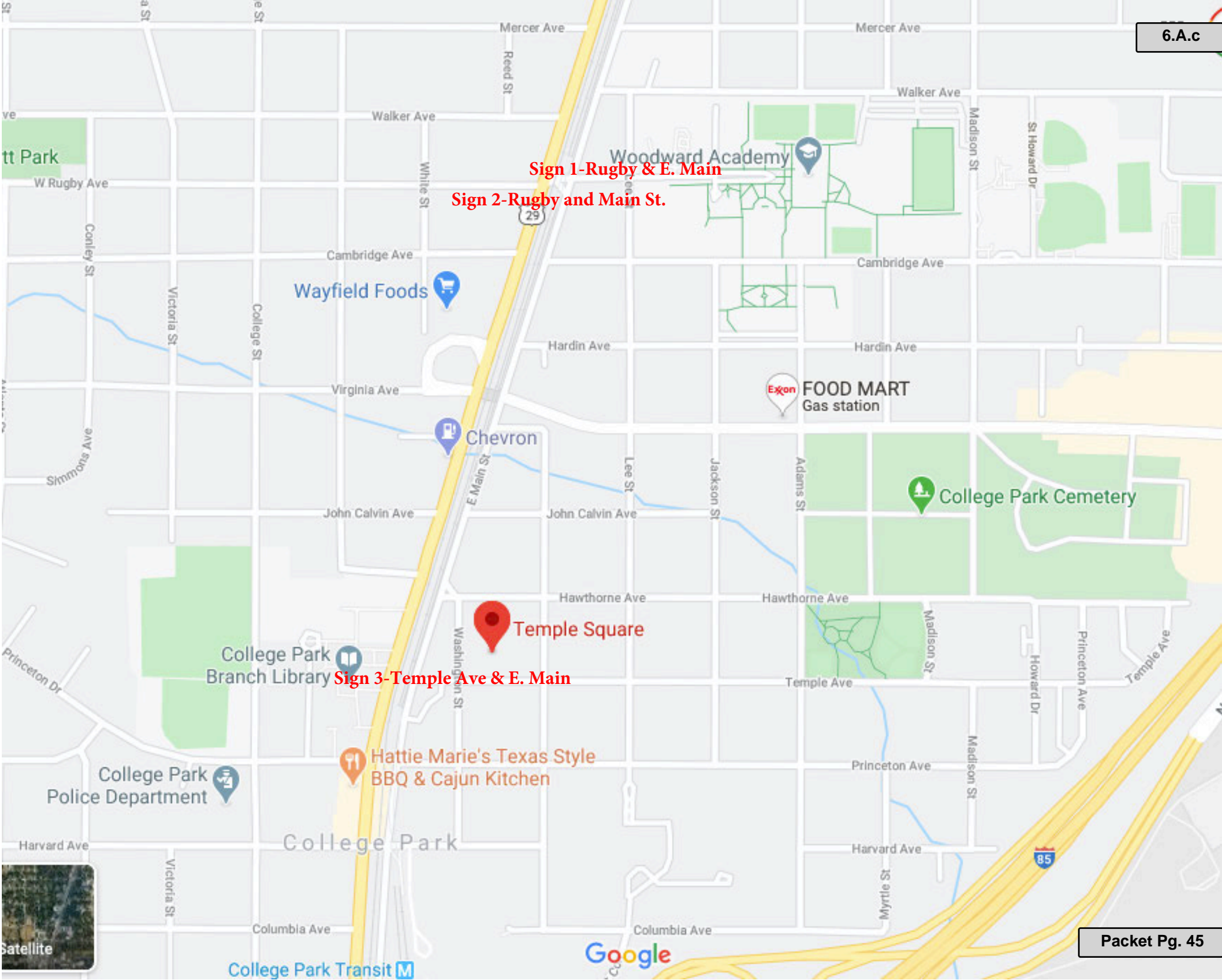


Windsor Stevens

BERKSHIRE | Georgia
HATHAWAY | Properties
Homeservices

CITY HAUSSM
DEVELOPER SOLUTIONS

Packet Pg. 44

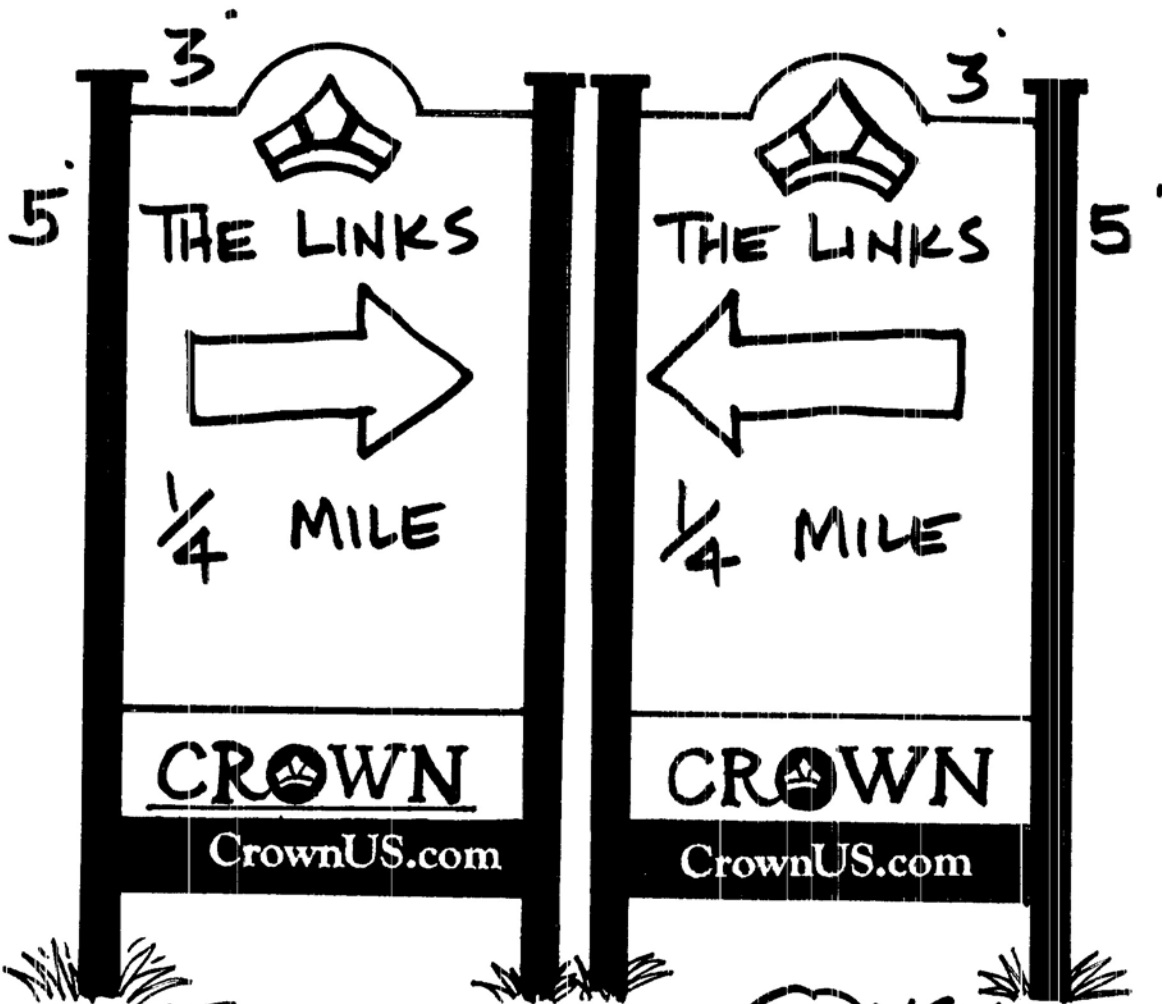
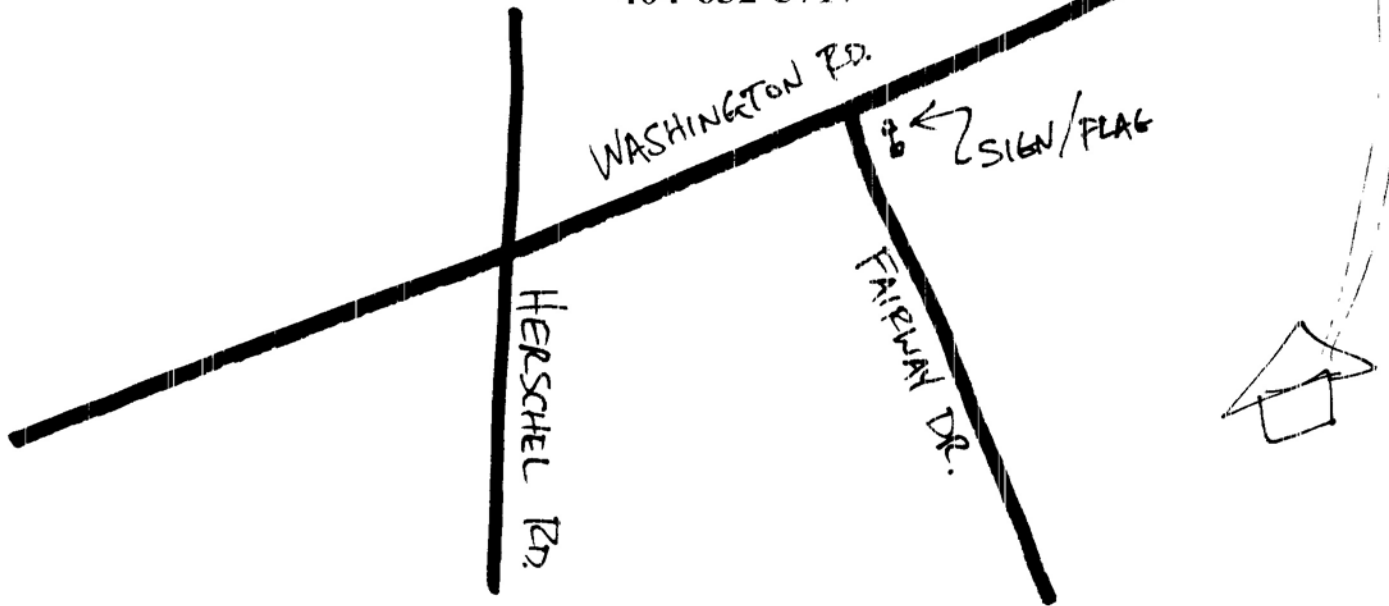


Sign 1-Rugby & E. Main

Sign 2-Rugby and Main St.

Sign 3-Temple Ave & E. Main

Brad Noyes
SE corner of Washington Rd. & Fairway Drive
Atlanta, GA 30344
404-632-5717



RHR **LHR** **ENE** bound traffic **RHR** **LHR** **NSW** bound traffic

Directional Sign Leasing, LLC

770-262-8443

Fax 678-868-1282



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8355

DATE: September 30, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Food Truck Request for Art Show at Richard D. Zupp Park

PURPOSE: Food truck request for Art Show at Richard D. Zupp Park on Saturday, October 10, 2020 from 10:00 AM to 7:00 PM.

REASON: Request for permission from Robyn K. Mizell to have a food truck at Richard D. Zupp Park for an Art Show. Park Pavilion rental form has been complete and reserved for the date for the Art Show.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: City Manager Office

AFFECTED AGENCIES: Recreation

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Food Service Ordinance 2019-06, Use of Parks 2019-07.

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Park Rangers for rental for pavilion

ATTACHMENTS:

- City of College Park Special Event Form Completed Zupp Park Art Show-1 (DOCX)
- Food Truck (ODT)
- R. Mizelle Zupp Park Rental Confirmation (PDF)
- Certificate of Insurance Zupp Park (PDF)

Review:

Updated: 9/30/2020 11:45 AM by Rosyline Robinson

Page 1

- Michelle Johnson Completed 09/29/2020 10:40 AM
- Wade Elmore Completed 09/29/2020 11:01 AM
- Rosyline Robinson Completed 09/30/2020 11:45 AM
- Terrence R. Moore Completed 09/30/2020 5:46 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: Robyn K. Michelle, co-sponsored by Torch (non-profit)

Event Title: Zupp Park Art Show

Type of Event: public, visual art showcase

Event Organizer's Contact Information: Robyn K. Michelle

Mailing Address: 3603 Popular Pointe, College Park, GA, 30349

E-Mail Address: [REDACTED]

Contact Number: [REDACTED]

Designated City Staff Member: Terrence R. Moore, City Manager

Department: Office of the City Manager

E-Mail Address: tmoore@collegeparkga.com

Contact Number: (404) 669-3756

Event Information: Art Showcase for local visual artist at Zupp Park in College Park

Date: 10/10/2020

Location of the Event: Zupp Park, College Park

Time: Start: 10:00am End: 7:00pm

Anticipated Attendance: 50-75 people

Will the City of College Park incur any expenses? No

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer.

Police security

What responsibilities will the Event Organizer assume? The Event Organizer is responsible for the following action items: organize and facilitate planning and execution agenda, develop marketing material, serve as point of contact for all collaborating parties, manage budget, ensure success of event

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of:

Robyn K. Mitchell

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

The Event Organizer is requesting that the City be responsible for providing: None

What methods of advertising will be used? Flyers and marketing content to be uploaded to Social Media platforms like Instagram, Facebook, Twitter, etc.

City mandated deadlines:

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. Included as attachment to email

It is the responsibility of the Event Organizer to notify property owners/lease holders and obtain approval to hold the event on their property. Please provide documentation of notification to and subsequent approval from property owners/lease holders. Included as attachment to email

Please include any other special needs:



MEMORANDUM

To: Michelle Johnson, Director of Recreation and Cultural Arts

From: Wade Elmore, Fire Chief

Date: September 29, 2020

RE: Food Truck Inspection for the Art Show on October 10, 2020

Once Mayor and Council approve the requested Art Show for October 10, 2020, our Fire Marshal will inspect the food truck for its inspection tags from either the County or State. In order to operate a food truck, the County or the State must inspect it. At this time, we do not have ordinance in place regarding food trucks. This is something we will work on in the near future.

**Department of Recreation and Cultural Arts
Wayman & Bessie Brady Recreation Center**

3571 Breningham Drive • College Park, Georgia 30337
(404) 669-3776

Park Reservation Hours: Monday - Friday 8am to 5pm
Park Hours: Monday - Sunday 6:00 am - 9:00 pm



PAVILION RENTAL AGREEMENT

CONTACT INFORMATION

Name of Person &/or Group Booking Event: Robyn K. Mizelle

Business / Organization (if applicable) 2 Robs & a Chuck Production

Address: 3603 Poplar Pointe College Park GA, 30349

Verification of Residency: _____ Driver's License #: [REDACTED]

Phone Number: [REDACTED]

RENTAL INFORMATION

- Barrett Park, 2001 West Walker Avenue, College Park, GA 30337
- Charles E. Phillips Sr., Esq. Park, 4400 Herschel Road, College Park, GA 30337
- Richard D. Zupp Jr. Park, 1622 Hawthorne Avenue, College Park, GA 30337

Pavilion: #1 #2 #3 #4 #5 #6

S M T W TH F S

Rental Date: October 10, 2020 Saturday

From: 10 am AM PM To: 7 pm AM PM Event Start Time: 1pm-6:30pm AM PM
(Set-up and clean-up times must be included in the rental hours)

Type of Function: ART SHOW # of Guests: 150

COST			
Service	Fees	Total # of Pavilions	Sub-Total
Pavilion rental fee	\$25 non-refundable	X 1	= 0
		Total:	0

OFFICE USE ONLY:

Total Amount Paid: N/A Receipt #: N/A Staff Initials: BJA



Department of Recreation and Cultural Arts Wayman & Bessie Brady Recreation Center

6.B.c

3571 Breningham Drive • College Park, Georgia 30337
(404) 669-3776

Park Reservation Hours: Monday - Friday 8am to 5pm
Park Hours: Monday - Sunday 6:00 am - 9:00 pm

RENTAL POLICIES

1. Only residents of the corporate city limits of the City of College Park (those persons who pay their utilities at the College Park City Hall), College Park City Government employees, City of College Park volunteer staff, or business/organizations within the corporate city limits may reserve a pavilions under the auspices of the City of College Park Recreation & Cultural Arts Department. The renter **MUST** be present for the entirety of the event, and the renter cannot reserve the pavilion for another group.
2. There is a \$25 payment per pavilion that is charged for clean-up after usage. The fee is applicable to College Park City residents, College Park City government employees, College Park City volunteer staff, and businesses/organizations within the College Park City limits.
3. Pavilions can only be reserved for up to 5 hours and only 2 pavilions can be reserved per group.
4. Portable restrooms can only be placed at Barrett Park, and if rented on the weekends, they must be picked up the Monday following the reservation. If during the week, they must be picked up the following business day. Portable restrooms must be placed on the parking area next to the dumpster, not on the grass.
5. Persons with special usage requests must request from College Park City Manager and approval from Mayor and Council before they will be allowed to use the City parks.
6. The reservation is for the pavilion(s), not the entire park.
7. No banners or posters are to be placed in the park, other than the pavilion rental form.
8. The pavilion rental form should be placed on the pavilion at least two (2) hours prior to the scheduled usage time. The pavilion rental form should be removed and disposed after usage.
9. No bounce houses or blow up equipment are allowed at any of the parks. Also, no fireworks or confetti allowed in the parks.
10. **NO ALCOHOLIC BEVERAGES** or illegal drugs are allowed on City property, buildings, or parking lots.
11. No loud profane music and/or DJ's.
12. The parks do not have electrical outlets.
13. Only leashed pets allowed in the parks (owner is responsible for clean-up).
14. The use of the tennis courts is restricted to residents and is not part of the pavilion rental.
15. An inspection will be made of the premises by an authorized City staff member. In the event the City staff finds that the premises have been damaged, or that the premises have been left in a condition not as good as existed at the time of the beginning of the lease, the cost of repair and restoration will be the responsibility of the lessee and the security deposit will be forfeited.
16. Renter agrees to indemnify the City, and all its officers, elected officials, employees, agents, and representatives (collectively, "City Affiliates"), for any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, or other losses, to the extent caused by the breach of the Renter's duties hereunder or by the negligence or willful misconduct of Renter, or any affiliates of the Renter in connection with the Rental and/or use of City facilities. This indemnity includes any claims or amount arising out of or recovered under the Worker's Compensation laws of the State of Georgia, or arising out of failure of the Renter to conform to any federal, state, or local law statute, ordinance, or rules listed in this form.
17. In consideration of being permitted by the City of College Park to rent College Park Recreation & Cultural Arts Department Facilities, the Renter, Renter's heirs, assigns, successors, and representatives, does hereby fully release, indemnify and holds the City and City Affiliates harmless forever and unconditionally from any claims, liabilities, obligations, promises, agreements, disputes, demands, damages (including without limitation attorneys' fees and related costs), causes of action of any nature and kind, known or unknown, which Renter has or ever had or may in the future have against the City and City Affiliates arising out of or relating to any injury (including without limitation death), accident, loss, and/or other damage that Renter and/or Renter's property may suffer while participating in any activity and/or using the College Park Recreation & Cultural Arts Department Facilities and equipment.

Renter's Signature: _____ Robyn K Mizelle _____ Date: _____ 09.10.2020 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6.B.d

09/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">CONTACT NAME: Will Maddux</td> <td style="border-bottom: 1px solid black;">FAX (A/C, No):</td> </tr> <tr> <td style="border-bottom: 1px solid black;">PHONE (A/C, No, Ext): (530) 477-6521</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">E-MAIL ADDRESS: info@theeventhelper.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : Evanston Insurance Company</td> <td style="border-bottom: 1px solid black;">NAIC # 35378</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Will Maddux	FAX (A/C, No):	PHONE (A/C, No, Ext): (530) 477-6521		E-MAIL ADDRESS: info@theeventhelper.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Evanston Insurance Company	NAIC # 35378	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Will Maddux	FAX (A/C, No):																				
PHONE (A/C, No, Ext): (530) 477-6521																					
E-MAIL ADDRESS: info@theeventhelper.com																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A : Evanston Insurance Company	NAIC # 35378																				
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Robyn Mitchell 3603 Popular Pointe College Park GA 30349																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5470-M2721433	10/10/2020 12:01 AM	10/11/2020 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
 Attendance: 40, Event Type: Art Show.

CERTIFICATE HOLDER Zupp Park 1622 Hawthorne Ave College Park GA 30336	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Zupp Park
1622 Hawthorne Ave
College Park, GA 30336

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

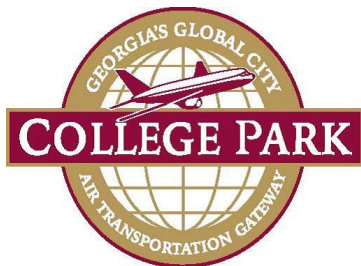
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8348

DATE: September 30, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	8/26	9/2	9/9	9/16
Charlestown	2383	2319	2284	2292
W. Fayette	2871	2852	2880	2896
Princeton	3051	3116	3117	3089
Total	8305	8287	8281	8267

Electric Meters:: 8267
 Water Meters: 3054
 Total Meters & Endpoints: 11,321

Requiring manual reads from communication issues= 60= .5% of total
 About 40 more water rereads were done to verify readings or usage but were reading in Badger.
 Electric = 4, Water = 56

System is remotely reading about 99.5%.
 Electric = 99.9%; Water = 98.2%

18 water meters were replaced in September.
 5 endpoints were replaced
 3 endpoint wirings were repaired

Other Updates:
 KWH sales difference during the pandemic:
 March -7.1%

Updated: 9/30/2020 6:02 PM by Hugh Richardson

Page 1

April -17.1%
May -21.8%
June -8.8%
July -3.3%
Aug. -7.9%
Sep. -16.1%

(Above as compared to the same month in 2019 and without Data Center sales.)

ATTACHMENTS:

- AMI Project Update October 2020 (PDF)

Review:

- Hugh Richardson Completed 09/23/2020 2:07 PM
- Rosyline Robinson Completed 09/23/2020 3:48 PM
- Terrence R. Moore Completed 09/30/2020 6:04 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM



Access Point Recent Performance

Electric Meters Communicating 2.4 GHz Signal Frequency

Date	Charlestown (water tank)	W. Fayetteville (water tank)	Princeton (cell tower)	Total
Aug. 26	2383	2871	3051	8305
Sept. 2	2319	2852	3116	8287
Sept. 9	2284	2880	3117	8281
Sept. 16	2292	2896	3089	8267



Meter Performance

Electric Meters: 8267

Water Meters: 3054

Total electric meters and endpoints = 11,321

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads with communication issues =56

Water Meters Reading 98.2%

Total system performance of 99.5%

18 Water meters replaced

5 Endpoints replaced

3 Wiring repairs



Other Updates

- KWH sales difference from pandemic (w/o Data Center):

March	-7.1%
April	-17.1%
May	-21.8%
June	-8.8%
July	-3.3%
August	-7.9%
September	-16.1%



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8363

DATE: September 30, 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: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

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

Review:

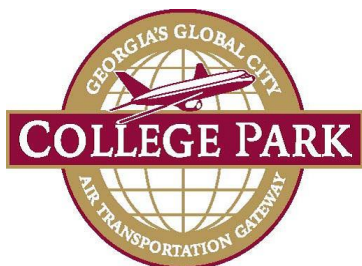
- Shavala Moore Completed 09/29/2020 3:11 PM
- Rosyline Robinson Completed 09/30/2020 5:21 PM
- Terrence R. Moore Completed 09/30/2020 5:54 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

2020 ORDINANCES

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

<u>Number</u>	<u>Name</u>	<u>Adopted</u>
2020-01	Mayor Longino – Years of Service Resolution	1/6/2020
2020-02	NLC Service Line Warranty Agreement Resolution	1/6/2020
2020-03	Execution of the MEAG Power Municipal Competitive Trust Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	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
2020-13	Georgia Greenspace Program	PENDING



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8365

DATE: October 1, 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: Quarterly Discretionary Balance Report

PURPOSE: To provide a monthly report of discretionary balances for the Mayor and each City Council Member. This report will be provided the 2nd City Council meeting of every month. See attachments.

Thank you.

ATTACHMENTS:

- 3.September 2020 M&C Mnthly Conv-Meetings (PDF)
- 3.September 2020 M&C Mnthly Discretionary Analysis(PDF)

Review:

- Althea Philord-Bradley Completed 10/01/2020 9:56 AM
- Rosyline Robinson Completed 10/01/2020 3:54 PM
- Terrence R. Moore Completed 10/01/2020 11:52 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM

Department of Finance and Accounting
Mayor's
Convention/Meetings (Travel)
Balance
as of September 30, 2020

Account 100-1300-52-6236

Convention/Meetings (Travel) Allowance-Mayor

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	10,000.00
		<hr/>	
	Total	\$	10,000.00

Dates	Expenses	FY 2020-21	
Jul-20 Convention/Meetings (Travel)		\$	-
Aug-20 Convention/Meetings (Travel)			-
Sep-20 Convention/Meetings (Travel)			-
Oct-20 Convention/Meetings (Travel)			-
Nov-20 Convention/Meetings (Travel)			-
Dec-20 Convention/Meetings (Travel)			-
Jan-21 Convention/Meetings (Travel)			-
Feb-21 Convention/Meetings (Travel)			-
Mar-21 Convention/Meetings (Travel)			-
Apr-21 Convention/Meetings (Travel)			-
May-21 Convention/Meetings (Travel)			-
Jun-21 Convention/Meetings (Travel)			-
	Total	\$	-
	Balance	\$	10,000.00
		<hr/>	

Account

G/L Account Number: 100 1300 52 6236 Convention/Meetings Mayor

Account Total: Convention/Meetings Mayor

\$0.00

**Department of Finance and Accounting
Ward 1
Convention/Meetings (Travel)
Balance
as of September 30, 2020**

Account 100-1100-52-6235

Convention/Meetings (Travel) Allowance-Ward 1

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
	Total		\$ 5,000.00

Dates	Expenses	FY 2020-21	
Jul-20 Convention/Meetings (Travel)		\$	-
Aug-20 Convention/Meetings (Travel)			-
Sep-20 Convention/Meetings (Travel)			-
Oct-20 Convention/Meetings (Travel)			-
Nov-20 Convention/Meetings (Travel)			-
Dec-20 Convention/Meetings (Travel)			-
Jan-21 Convention/Meetings (Travel)			-
Feb-21 Convention/Meetings (Travel)			-
Mar-21 Convention/Meetings (Travel)			-
Apr-21 Convention/Meetings (Travel)			-
May-21 Convention/Meetings (Travel)			-
Jun-21 Convention/Meetings (Travel)			-
	Total		\$ -
	Balance		<u>\$ 5,000.00</u>

Account

G/L Account Number: 100 1100 52 6235 Convention & Meetings Ward 1

Account Total: Convention/Meetings Ward 1

\$0.00

Department of Finance and Accounting
Ward 2
Convention/Meetings (Travel)
Balance
as of September 30, 2020

Account 100-1100-52-6232

Convention/Meetings (Travel) Allowance-Ward 2

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
		<hr style="border-top: 3px double black;"/>	
	Total	\$	5,000.00

Dates	Expenses	FY 2020-21	
Jul-20 Convention/Meetings (Travel)		\$	-
Aug-20 Convention/Meetings (Travel)			-
Sep-20 Convention/Meetings (Travel)			-
Oct-20 Convention/Meetings (Travel)			-
Nov-20 Convention/Meetings (Travel)			-
Dec-20 Convention/Meetings (Travel)			-
Jan-21 Convention/Meetings (Travel)			-
Feb-21 Convention/Meetings (Travel)			-
Mar-21 Convention/Meetings (Travel)			-
Apr-21 Convention/Meetings (Travel)			-
May-21 Convention/Meetings (Travel)			-
Jun-21 Convention/Meetings (Travel)			-
	Total	\$	-
	Balance	\$	5,000.00
		<hr style="border-top: 3px double black;"/>	

Account

G/L Account Number: 100 1100 52 6232 Convention/ Meetings Ward 2		
	Convention/ Meetings Ward 2	\$0.00

Department of Finance and Accounting
Ward 3
Conventions/Meetings (Travel)
Balance
as of September 30, 2020

Account 100-1100-52-6233

Convention/Meetings (Travel) Allowance-Ward 3

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
	Total	<hr/>	\$ 5,000.00

Dates	Expenses	FY 2020-21	
Jul-20 Convention/Meetings (Travel)		\$	-
Aug-20 Convention/Meetings (Travel)			-
Sep-20 Convention/Meetings (Travel)			-
Oct-20 Convention/Meetings (Travel)			-
Nov-20 Convention/Meetings (Travel)			-
Dec-20 Convention/Meetings (Travel)			-
Jan-21 Convention/Meetings (Travel)			-
Feb-21 Convention/Meetings (Travel)			-
Mar-21 Convention/Meetings (Travel)			-
Apr-21 Convention/Meetings (Travel)			-
May-21 Convention/Meetings (Travel)			-
Jun-21 Convention/Meetings (Travel)			-
	Total		\$ -
	Balance	<hr/>	\$ 5,000.00

Account

G/L Account Number: 100 1100 52 6233 Convention/ Meetings Ward 3

Account Total: Convention/Meetings Ward

\$0.00

Department of Finance and Accounting
Ward 4
Convention/Meetings (Travel)
Balance
as of September 30, 2020

Account 100-1100-52-6234

Convention/Meetings (Travel) Allowance-Ward 4

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
	Total	\$	5,000.00

Dates	Expenses	FY 2020-21	
Jul-20 Convention/Meetings (Travel)		\$	-
Aug-20 Convention/Meetings (Travel)			-
Sep-20 Convention/Meetings (Travel)			-
Oct-20 Convention/Meetings (Travel)			-
Nov-20 Convention/Meetings (Travel)			-
Dec-20 Convention/Meetings (Travel)			-
Jan-21 Convention/Meetings (Travel)			-
Feb-21 Convention/Meetings (Travel)			-
Mar-21 Convention/Meetings (Travel)			-
Apr-21 Convention/Meetings (Travel)			-
May-21 Convention/Meetings (Travel)			-
Jun-21 Convention/Meetings (Travel)			-
	Total	\$	-
	Balance	\$	5,000.00

Account

G/L Account Number: 100 1100 52 6234 Convention/Meetings Ward 4	
Account Total: Convention/Meetings Ward 4	\$0.00

Department of Finance and Accounting
Mayor's Discretionary Balance
as of September 30, 2020

Account 100-1300-53-7185

Discretionary Allowance-Mayor

		FY 2020-21	
Dates	Revenue		
Jul-20	Adopted	\$	5,000.00
Jun-20	FY2019-20 Carryforward		66,647.26
	Total		\$ 71,647.26

		FY 2020-21	
Dates	Expenses		
Jul-20	Discretionary	\$	-
Aug-20	Discretionary		-
Sep-20	Discretionary		-
Oct-20	Discretionary		-
Nov-20	Discretionary		-
Dec-20	Discretionary		-
Jan-21	Discretionary		-
Feb-21	Discretionary		-
Mar-21	Discretionary		-
Apr-21	Discretionary		-
May-21	Discretionary		-
Jun-21	Discretionary		-
	Total		\$ -
	Balance		\$ 71,647.26

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2020 - To Date: 09/30/2020

G/L Account Number: 100 1300 53 7185 Discretionary Allowance		
	Account Total:Discretionary Allowance Mayor	\$0.00

Department of Finance and Accounting
Ward 1
Discretionary Balance
as of September 30, 2020

Account : 100-1100-53-7181

Discretionary Allowance-Ward 1

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
Jun-20 FY2019-20 Carryforward			16,450.97
	Total		\$ 21,450.97

Dates	Expenses	FY 2020-21	
Jul-20 Discretionary		\$	-
Aug-20 Discretionary			-
Sep-20 Discretionary			-
Oct-20 Discretionary			-
Nov-20 Discretionary			-
Dec-20 Discretionary			-
Jan-21 Discretionary			-
Feb-21 Discretionary			-
Mar-21 Discretionary			-
Apr-21 Discretionary			-
May-21 Discretionary			-
Jun-21 Discretionary			-
	Total		\$ -
	Balance		\$ 21,450.97

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2020 - To Date: 09/30/2020

G/L Account Number: 100 1100 53 7181 Discretionary Allowance 1	
Account Total:Discretionary Allowance 1	\$0.00

Department of Finance and Accounting
Ward 2
Discretionary Balance
as of September 30, 2020

Account : 100-1100-53-7182

Discretionary Allowance-Ward 2

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
Jun-20 FY2019-20 Carryforward			(289.53)
	Total	<hr/>	\$ 4,710.47

Dates	Expenses	FY 2020-21	
Jul-20 Discretionary		\$	-
Aug-20 Discretionary			-
Sep-20 Discretionary			-
Oct-20 Discretionary			-
Nov-20 Discretionary			-
Dec-20 Discretionary			-
Jan-21 Discretionary			-
Feb-21 Discretionary			-
Mar-21 Discretionary			-
Apr-21 Discretionary			-
May-21 Discretionary			-
Jun-21 Discretionary			-
	Total	<hr/>	\$ -
	Balance	<hr/>	\$ 4,710.47

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2020 - To Date: 09/30/2020

G/L Account Number: 100 1100 53 7182 Discretionary Allowance 2	
Account Total:Discretionary Allowance 2	\$0.00

Department of Finance and Accounting
Ward 3
Discretionary Balance
as of September 30, 2020

Account : 100-1100-53-7183

Discretionary Allowance-Ward 3

Dates	Revenue	FY 2020-21	
Jul-20 Adopted		\$	5,000.00
Jun-20 FY2019-20 Carryforward			2,500.00
	Total	<hr/>	
			\$ 7,500.00

Dates	Expenses	FY 2020-21	
Jul-20 Discretionary		\$	-
Aug-20 Discretionary			-
Sep-20 Discretionary			-
Oct-20 Discretionary			-
Nov-20 Discretionary			-
Dec-20 Discretionary			-
Jan-21 Discretionary			-
Feb-21 Discretionary			-
Mar-21 Discretionary			-
Apr-21 Discretionary			-
May-21 Discretionary			-
Jun-21 Discretionary			-
	Total	<hr/>	
			\$ -
	Balance	<hr/>	
			\$ 7,500.00

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
From Date: 07/1/2020 - To Date: 09/30/2020

G/L Account Number: 100 1100 53 7183 Discretionary Allowance 3	
Account	\$0.00

Department of Finance and Accounting
Ward 4
Discretionary Balance
as of September 30, 2020

Account : 100-1100-53-7184

Discretionary Allowance-Ward 4

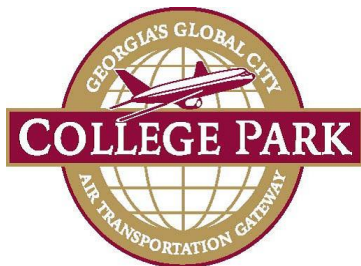
		FY 2020-21	
Dates	Revenue		
Jul-20	Adopted	\$ 5,000.00	*
		5,000.00	
	Total		\$ 5,000.00

		FY 2020-21	
Dates	Expenses		
Jul-20	Discretionary	\$ 2,202.63	
Aug-20	Discretionary	740.00	
Sep-20	Discretionary	-	
Oct-20	Discretionary	-	
Nov-20	Discretionary	-	
Dec-20	Discretionary	-	
Jan-21	Discretionary	-	
Feb-21	Discretionary	-	
Mar-21	Discretionary	-	
Apr-21	Discretionary	-	
May-21	Discretionary	-	
Jun-21	Discretionary	-	
		2,942.63	
	Total		\$ 2,942.63
	Balance		\$ 2,057.37

*Beginning balance correction resulting from prior fiscal year transaction miscalculation.

CITY OF COLLEGE PARK
Expense Ledger Detail Listing
 From Date: 06/1/2020 - To Date: 09/30/2020

G/L Account Number: 100 1100 53 7184 Discretionary Allowance 4							
<u>G/L Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Date</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Amount</u>	
6/1/2020	Martino-White Priniting	Flyers	8/13/2020	Check	220185	352.25	
6/1/2020	Martino-White Priniting	Canidate Forum Cards	8/13/2020	Check	220185	115.55	
6/1/2020	Martino-White Priniting	Yard Signs	8/13/2020	Check	220185	180.00	
6/1/2020	Martino-White Priniting	Banner	8/13/2020	Check	220185	104.00	
6/1/2020	ESJ Consulting	CITY CLERK/ Discretionary Allowance 4	8/13/2020	Check	220249	300.00	
6/1/2020	RIGHT SALES & SERVICE	Signs	8/27/2020	EFT	3385	275.00	
6/3/2020	FireStation 439 Design Studio	FB/Zoom Meeting	7/30/2020	Check	219987	400.00	
7/2/2020	RIGHT SALES & SERVICE	CITY CLERK/ Discretionary Allowance 4	8/27/2020	EFT	3385	\$75.00	
7/16/2020	AYS-AT YOUR SERVICE	CITY CLERK/ Discretionary Allowance 4	7/16/2020	Check	219807	\$400.83	
July 2020 Total:						\$2,202.63	
8/4/2020	FireStation 439 Design Studio	Yard Sign/ Social Media Avertisement	9/24/2020	Check	220731	350.00	
8/25/2020	RIGHT SALES & SERVICE	CITY CLERK/ Discretionary Allowance 4	8/27/2020	EFT	3385	\$390.00	
August 2020 Total:						\$740.00	
Account Total:Discretionary Allowance 4						\$2,942.63	



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8291

DATE: September 30, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

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

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

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

RECOMMENDATION: The City Planner recommends *approval* of the Rezoning with the following conditions:

1. All uses listed as prohibited in Section 3.11 - DC -Downtown Commercial District Intent, Permitted Uses and Conditional Uses shall continue to be prohibited on this property with the exception of a drive through restaurant.
2. A drive through facility that is permitted by right in the C2 - Community Business District is conditioned to the submitted site plan in which the building is constructed along Main Street and the drive through is constructed as indicated in the site plan as Attachment A.
3. Auto related uses permitted in C2 are prohibited on this property, including but not limited to: New or used automobile and small vehicle sales and display, Automobile repair and servicing, Automobile brokers, or Automobile wash and detail.
4. The property is required to follow the DC - Downtown Commercial District Design Standards provided in Section 3.13 of the Zoning Code.
5. The architectural façade materials are limited to brick, stucco, fiber cement, or similar alternative to be approved by the City Planner.
6. There shall be no new curb cuts added from Main Street to this property.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission

recommends approval of both the Rezoning and Conditional Use Permit with the conditions outlined by staff and with one additional condition that the applicant provide examples of alternate pathways or additional solutions for the drive-thru for the Council to review. These options are attached.

BACKGROUND: The subject property was previously Enterprise Rental Car which has recently moved across the street and left this property vacant. It is currently zoned DC - Downtown Commercial, which does not allow for the proposed use of fuel pumps. The only zoning district that allows for fuel pumps is the C2 - Community Business District as a Conditional Use. Therefore, the applicant is applying for both a rezoning to C2 and a Conditional Use Permit for fuel pumps. The approval of a rezoning to C2 will also allow for the proposed drive-thru restaurant, which staff would encourage the commission to consider in the recommendation of this application.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- Rezoning Application (PDF)
- Survey - 3907 Main St College Park (PDF)
- SitePlanandRenderings9_23_20 (PDF)
- 3907MainStreet_StaffReport (PDF)
- 3907 Main Street Rezoning Ordinance (DOCX)

Review:

- Michelle Alexander Completed 09/24/2020 11:27 AM
- Inspections Completed 09/24/2020 3:00 PM
- City Attorney's Office Completed 09/29/2020 2:43 PM
- Rosyline Robinson Completed 09/30/2020 5:28 PM
- Terrence R. Moore Completed 09/30/2020 5:35 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

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 404-428-7578 FAX N/A

E-MAIL ADDRESS jmo7@bellsouth.net

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

FILING DEADLINE

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

PLANNING COMMISSION MEETING

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

COUNCIL HEARING

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

QUESTIONS

For assistance, please contact the Planning Commission Secretary, Ms. Sabrina Walters, at swalters@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

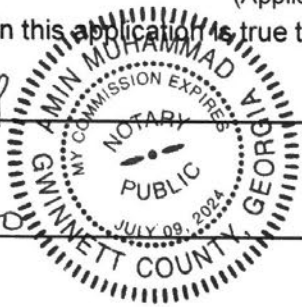
Personally appeared before me Sadrudin Hakani who on oath deposes and states that the
(Applicant's Name)

Information contained in this application is true to the best of his/her knowledge and belief:

Amin Muhammad

Notary Public

07-30-20
Date



Sadrudin Hakani

Signature of Applicant

Sadrudin 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:

William F Lepchitz

Notary Public

7/30/2020
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

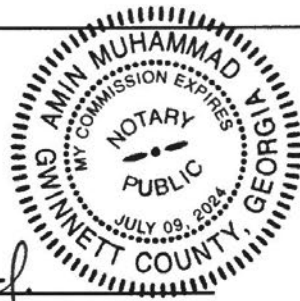
ADDENDUM TO APPLICATION FOR REZONING
(As required by Section 36-85-3 of the Official Code of Georgia, Annotated)

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

- (1) The name of the local government official to whom the campaign contribution or gift was made.
- (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution and
- (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.


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

<u>City Elected Official</u>	<u>Amount of Gift</u>	<u>\$ Amount of Campaign Contribution</u>
N/A	N/A	\$-0-



ATTEST:

Amin Muhammad
Notary Public

Sadruddin Hakani 
Rezoning Applicant

7/30/2020
Date

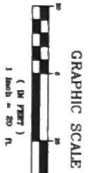
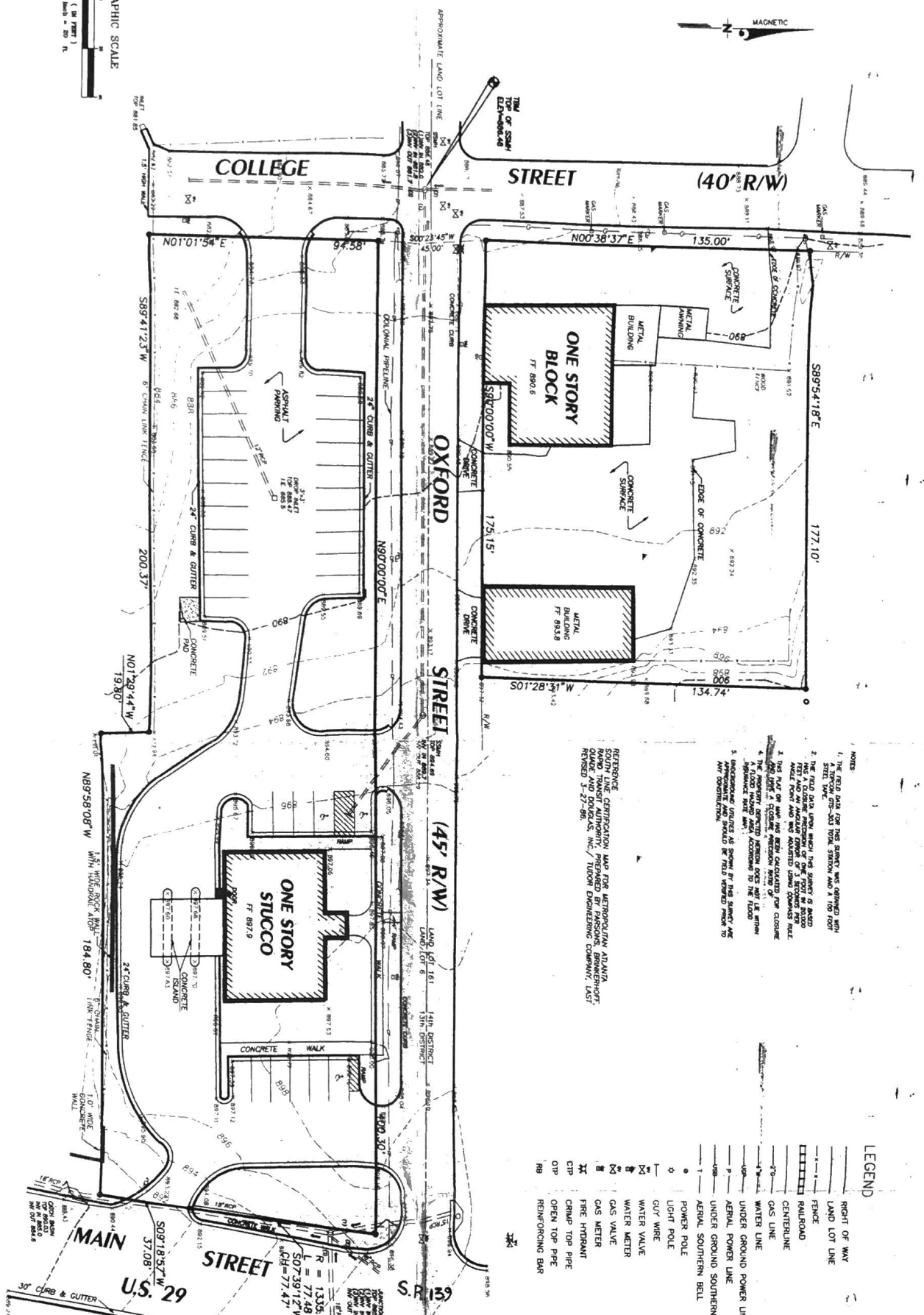
NOTE: This certification must be filed in the Office of the City Clerk, College Park, Georgia, within 10 days of the date of filing the application.

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 <i>NEW BUILDING</i>	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



BY ME ORDERING THIS PLAN TO BE MADE THE LAND PLATTED AND HEREIN SHOWN SHALL BE CONSIDERED AS THE SAME, UNLESS OTHERWISE SPECIFIED BY THE SURVEYOR'S NOTES.
NO. 17130

REV.	DESCRIPTION



LOCATED IN LAND LOT 6, 7th DISTRICT RATION / CLAYTON COUNTY, GEORGIA
DATE NOVEMBER 30, 1995
SCALE 1"=50'

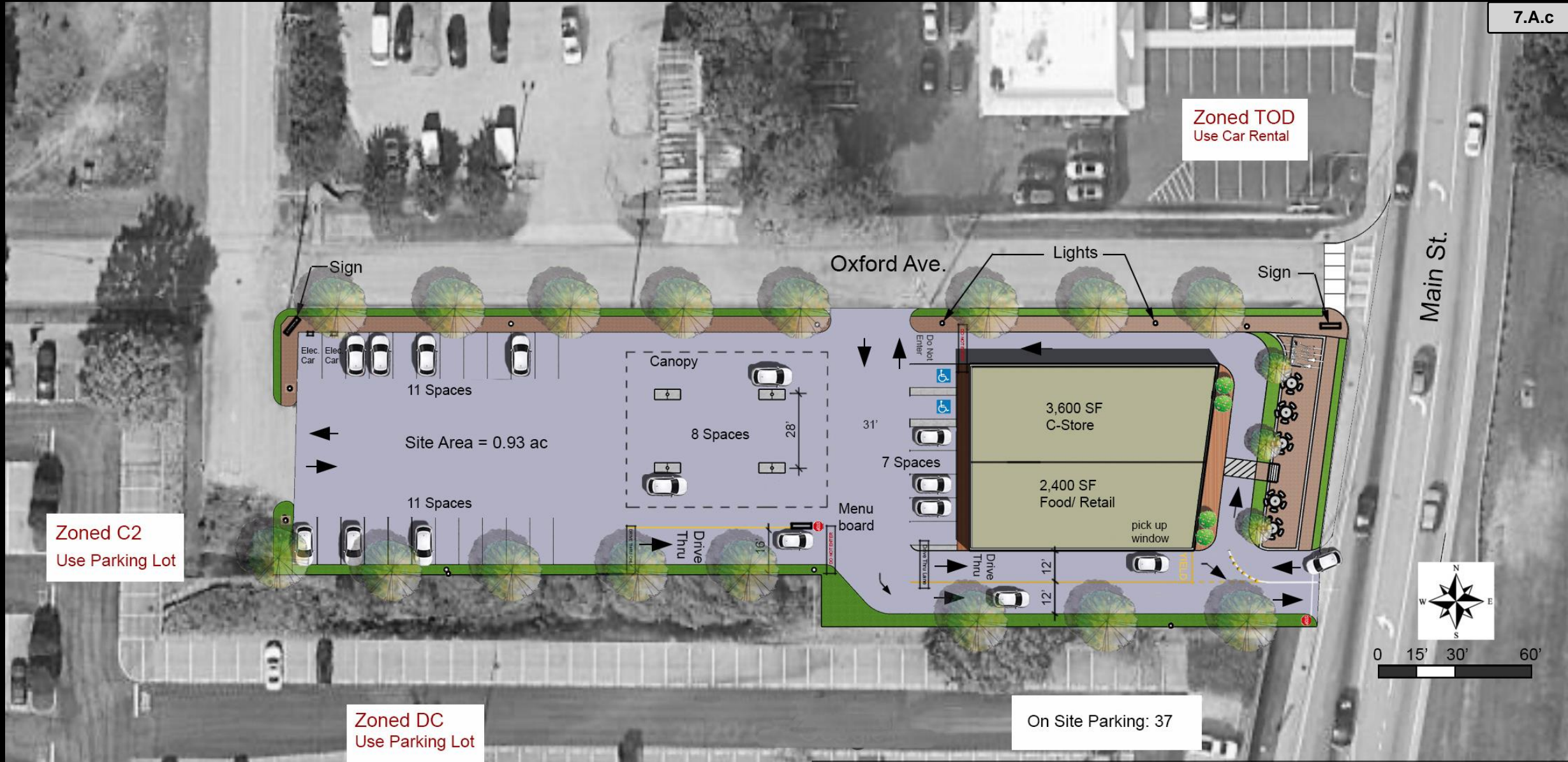
TOPOGRAPHIC SURVEY FOR ENTERPRISE LEASING

GRANT SHEPHERD & ASSOCIATES
SURVEYING • PLANNING
3781 VENTURE DR., SUITE 120
CLAYTON COUNTY, GEORGIA 30116
404-418-2823

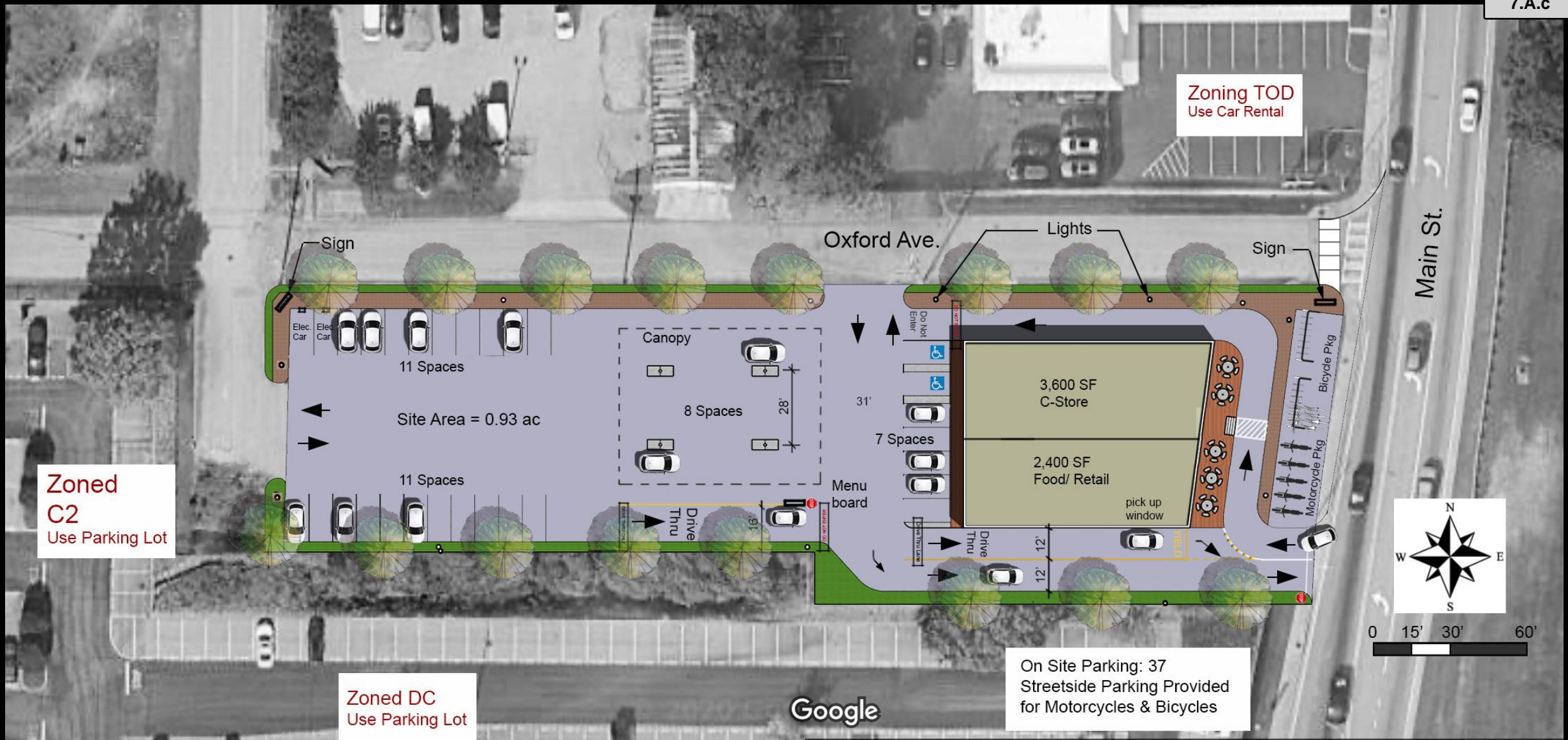
- NOTES
1. THE FIELD DATA FOR THIS SURVEY WAS OBTAINED BY A TOTAL STATION AND A 100' DIST. MEASUREMENT.
 2. THE FIELD DATA FOR THIS SURVEY WAS OBTAINED BY A TOTAL STATION AND A 100' DIST. MEASUREMENT.
 3. THIS PLAN IS A REVISION OF A PREVIOUS PLAN AND ANY AMENDMENTS TO THIS PLAN SHALL BE MADE BY A CORRECTIVE PLAN.
 4. THE PROPERTY BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE FIELD DATA AND ARE SUBJECT TO THE FIELD DATA.
 5. UNDESIGNED UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

LEGEND

—	RIGHT OF WAY	⊕	BENCHMARK
—	LAND LOT LINE	⊕	TEMPORARY BENCHMARK
—	FENCE	⊕	CURB INLET
—	RAILROAD	⊕	HEADWALL
—	CENTERLINE	⊕	SINGLE WING CATCH BASIN
—	GAS LINE	⊕	DOUBLE WING CATCH BASIN
—	WATER LINE	⊕	IRON PIN FOUND
—	UNDER GROUND POWER LINE	⊕	COMPUTED POINT
—	AERIAL GROUND POWER LINE	⊕	SPOT ELEVATION
—	AERIAL SOUTHERN BELL	⊕	STORM SEWER MANHOLE
⊕	POWER POLE	⊕	SANITARY SEWER MANHOLE
⊕	LIGHT POLE	⊕	GEORGIA POWER MANHOLE
⊕	GUY WIRE	⊕	RIGHT OF WAY MONUMENT
⊕	WATER VALVE	⊕	CORRUGATED METAL PIPE
⊕	GAS VALVE	⊕	REINFORCED CONCRETE PIPE
⊕	GAS METER	⊕	DUCTILE IRON PIPE
⊕	FIRE HYDRANT	⊕	POLYVINYL CHLORIDE
⊕	CHAMP TOP PIPE	⊕	
⊕	OPEN TOP PIPE		
⊕	REINFORCING BAR		



CONCEPTUAL SITE PLAN – OPTION 1
3907 Main Street, College Park, GA
 Packet Pg. 95



CONCEPTUAL SITE PLAN – OPTION 2
3907 Main Street, College Park, GA





City of College Park
Planning Commission Meeting

Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: August 31st, 2020
Council Meeting (Request date): September 21st, 2020
Council Meeting Public Hearing: October 5th, 2020

Applicant: Sadruddin Hakani

Subject Property: 3907 Main Street, College Park, GA 30337

Parcels: 13000600010832

Request: Application for a Rezoning from DC – Downtown Commercial to C2 – Community Business and a Conditional Use Permit to have fuel pumps at 3907 Main Street, College Park, GA 30337.

Current Land Use: Vacant building **Future Land Use Plan:** Walkable Commercial

Surrounding Zonings:

Current Zoning		Current Land Use
North	TOD – Transit Oriented District	Rental Car (CUP Approved)
East	TOD – Transit Oriented District	MARTA
South	DC – Downtown Commercial	Airport Parking
West	C2 – Community Business District	Airport Parking

Background: The subject property was previously Enterprise Rental Car which has recently moved across the street and left this property vacant. It is currently zoned DC – Downtown Commercial, which does not allow for the proposed use of fuel pumps. The only zoning district that allows for fuel pumps is the C2 – Community Business District as a Conditional Use. Therefore, the applicant is applying for both a rezoning to C2 and a Conditional Use Permit for fuel pumps. The approval of a rezoning to C2 will also allow for the proposed drive-thru restaurant, which staff would encourage the commission to consider in the recommendation of this application.

Findings: After review of the submitted materials, staff found that the applicant is proposing to demolish the existing one-story building and replace the structure with a new one-story building that will be pulled to the front of the property along Main Street. The applicant has provided several options for Council to consider for the site plan of the project. The proposed building will contain two retail spaces with frontage on Main Street. The proposed drive-thru is located on the southside of the new building and the proposed fuel pumps will be in



the rear of the building. One of the submitted site plan options includes outdoor seating area in the front of the building. A review of the surrounding uses of the property revealed the existing uses are of higher intensity and would not be negatively impacted by the proposed use.

The originally proposed diagonal parking spots along Main Street were of some concern considering the high traffic of Main Street. The applicant has indicated that there is room for a slight turning lane behind the proposed parking that will allow for cars to safely back out of the spots. It is also possible that a future bus transit lane will be built along Main Street which would take away these parking spots. Due to the possibility of this lane, it is recommended that the building be set back to allow for this in the future regardless of which site plan option Council chooses. During the Main Street Board meeting in which this proposal was presented, there was a suggest utilizing this space for a parklet or a bicycle servicing area rather than parking.

After the Planning Commission meeting, the applicant was asked to revise their site plan in order to combat the possible issues of the entrance on main street and drive through exit. This new site plan was submitted for review and shows an additional lane along the front of the building to allow cars to wrap around the building. The design will combat the issues of the entrance/exit on Main Street but will sacrifice some of the walkability associated with the original plan. However, the extension of the plaza area to replace the originally proposed parking will create a larger outdoor space and allow for sidewalk connections along Main Street.

After researching the permitted uses in both the DC District and C2 district, staff found that approval of this rezoning could result in an undesirable use for this location. As a result, staff would strongly encourage the commission to consider conditioning the uses that would be permitted on this parcel if the rezoning to C2 is approved. First, all uses listed as prohibited in Section 3.11 - DC -Downtown Commercial District Intent, Permitted Uses and Conditional Uses should continue to be prohibited on this property because these uses are prohibited for all other properties in the Main Street Area. In addition, staff would suggest prohibited the auto related uses that are permitted in the C2 District. These uses are not appropriate at this property and could cause detriment to the aesthetic and character of the area. In order to maintain the character of the Downtown District, it is also recommended that the commission consider requiring this property to meet Section 3.13: DC – Downtown Commercial District Design Standards. This requirement would ensure this property is developed to the same standard of other properties in the Main Street Area.

Staff also evaluated the approval of a Conditional Land Use Permit for fuel pumps on the property. Fuel pumps are allowed as a conditional use in the C2 District. However, the granting of a CUP for this use at this specific property should be conditioned to the presented site plan. If this CUP is granted without the appropriate conditions, the City could be at risk of this property being developed as a typical gas station with the fuel pumps in the front of the building. Considering the current character of Main Street and the desired aesthetic for this area, it is vital that fuel pumps be located in the rear of this property and screened from Main Street. In addition, the applicant has agreed that there will be no signage showing the prices of gas along Main Street to ensure that visual aesthetic along the Main Street Corridor is maintained.

**Staff Comments:**

- Drive and drive-thru window access at Main St needs to be reviewed by city engineer and submitted to GDOT for permit.

Main Street Board Comments:

- The applicant presented to the Main Street Board at their August 12th, 2020 meeting.
- Concern about the proposed drive-thru was expressed. One board member stated concern that the facility would not be keeping with Historic Downtown feel that is desired on Main Street.
- There was also concern throughout the board about the possibility of "big box chains" that was also mentioned in conjunction with the drive-thru facility and if this would fit with the look and feel of Main Street.
- The diagonal parking along Main Street is a safety concern. There is a history of high traffic and speeding in the area that people would have to back into.
- There was a consensus from the board that the proposed place-making at the front of the property and proposed mural was strongly desired on Main Street.
- There was also support for a possible parklet out front, enhanced landscaping, and a potential bicycle servicing area.

Planning Commission Meeting: The meeting was held via zoom on August 31st, 2020 at 5:30pm.

- The commission expressed concerns about the drive-thru configuration on the property. The consensus was that it just seemed like too much traffic at this one spot with the driveway being an entrance and exit in addition to the cars in the drive-thru. The applicant indicated that "all drive-thru lanes are constructed like this".
 - The commission pointed out a possibility of not allowing cars to enter at the Main Street driveway. The applicant responded that this could create additional issues because people might miss the turn on Oxford and then try to make a U-turn or reverse on Main Street.
 - The commission asked for the applicant to provide additional drawings of the drive thru configuration for the Council to review.
- Concerns about the parking spaces along Main Street was expressed by several commission and community members. The concerns were mostly about the high level of traffic and increase in speed on this section of Main Street. There were several suggestions for parklets or bike stops here rather than parking to still allow space for a BRT lane in the future.

Planning Commission Recommendation: The Planning Commission recommends approval of both the Rezoning and Conditional Use Permit with the conditions outlined by staff and with one additional condition that the applicant provide examples of alternate pathways or additional solutions for the drive-thru for the Council to review.

Conclusion: The proposed use of retail is appropriate for the specific location, and the addition of fuel pumps in the rear will not create a negative impact on the character of the district or surrounding properties due to the positioning of the building and the existing uses.



Staff Recommendation:

The City Planner recommends **approval** of the Rezoning with the following conditions:

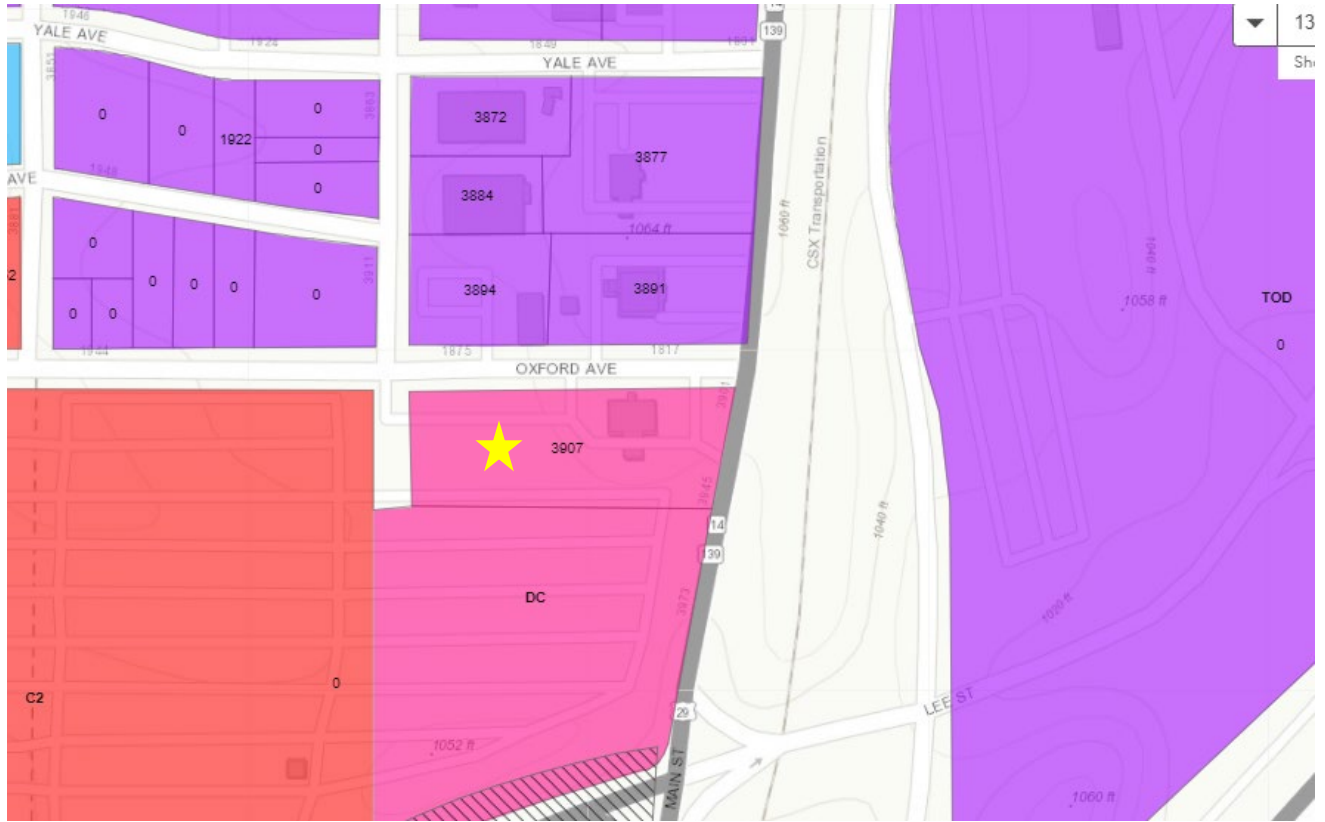
1. All uses listed as prohibited in Section 3.11 - DC -Downtown Commercial District Intent, Permitted Uses and Conditional Uses shall continue to be prohibited on this property with the exception of a drive through restaurant.
2. A drive through facility that is permitted by right in the C2 – Community Business District is conditioned to the submitted site plan in which the building is constructed along Main Street and the drive through is constructed as indicated in the site plan as Attachment A.
3. Auto related uses permitted in C2 are prohibited on this property, including but not limited to: New or used automobile and small vehicle sales and display, Automobile repair and servicing, Automobile brokers, or Automobile wash and detail.
4. The property is required to follow the DC – Downtown Commercial District Design Standards provided in Section 3.13 of the Zoning Code.
5. The architectural façade materials are limited to brick, stucco, fiber cement, or similar alternative to be approved by the City Planner.
6. There shall be no new curb cuts added from Main Street to this property.

The City Planner recommends **approval** of the Conditional Use Permit with the following conditions:

1. The approval of CUP for fuel pumps is conditioned to the submitted site plan in which the building is constructed along Main Street and the fuel pumps are located in the rear of the building.
2. The number of fuel pumps on the property is limited to the eight (8) pumps as shown on the site plan.
3. The side of the development along Oxford Ave is developed in accordance with the Main Street Design Guidelines included a sidewalk with pavers, lighting, and street trees to create screening for the fuel pumps at the rear of the property.
4. The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.
5. There will be no signage showing the prices of gas along Main Street to ensure that visual aesthetic along the Main Street Corridor is maintained.

Zoning Map

★ = Subject Property



Photos of the Property

Aerial of the Property ★ = Subject Property



Front of the Property



Rear of the Property



1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3 ORDINANCE 2020-____

4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK,
5 GEORGIA BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT
6 3907 MAIN STREET; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO
7 PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO
8 PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER
9 LAWFUL PURPOSES.

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

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

14 WHEREAS, the subject parcel of real property consists of approximately 0.8833 acres
15 located at 3907 Main Street, according to the present system of numbering property in College
16 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number:
17 13000600010832) (the “Property”); and

18 WHEREAS, the Property is currently zoned as Downtown Commercial District (DC); and

19 WHEREAS, the Property was previously used by Enterprise Rental Car and is currently
20 vacant; and

21 WHEREAS, the new owner (“Applicant”) of the Property filed an application requesting
22 the governing body to rezone the Property to C2 (Community Business District); and

23 **WHEREAS**, the Applicant has submitted site plans and designs for a particular
24 development and use, which are attached hereto and incorporated herein as Exhibit “A”; and

25 **WHEREAS**, the City Planner and Planning Commission recommend approval of the
26 application subject to certain conditions included in the City Staff Report and said report is hereby
27 incorporated by reference herein; and

28 **WHEREAS**, the governing body of the City has considered the criteria of a rezoning
29 request, provided in Section 14.11 (“Zoning Amendment Process (ZA)”) and Section 14.12
30 (“Conditional Zoning Process (CZ)”) of Article 14 (“Processes, Permits, and Fees”) in Appendix
31 A (“Zoning”) of the Code of Ordinances, City of College Park, Georgia; and

32 **WHEREAS**, the governing authority of the City desires to rezone the Property to C2-
33 Conditional (Community Business District), subject to certain conditions to ensure consistence
34 with the City’s comprehensive plan and future land use plan; and

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

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

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

41 **Section 1.** That certain parcel of real property consisting of approximately 0.8833 acres
42 located at 3907 Main Street, College Park, Georgia (Fulton County Tax Parcel Identification
43 Number: 13000600010832) is hereby rezoned from DC to C2-Conditional, such rezoning is to be
44 noted on the official City of College Park Zoning Map approved by Mayor and Council as soon as

45 reasonably possible following adoption of this Ordinance along with an editorial note on the
46 official City of College Park Zoning Map specifying the parcel affected by this Ordinance and the
47 date of adoption of this Ordinance. Until this rezoning is indicated on the official City of College
48 Park Zoning Map approved by Mayor and Council, this Ordinance and Exhibit “A” shall govern
49 over the official City of College Park Zoning Map to the extent of any discrepancy between this
50 Ordinance and the official City of College Park Official Zoning Map. This rezoning is subject to
51 the conditions provided in Section 14.12 (“Conditional Zoning Process (CZ)”) of Article 14
52 (“Processes, Permits, and Fees”) in Appendix A (“Zoning”) of the Code of Ordinances, City of
53 College Park, Georgia and the following:

- 54 1. All uses listed as prohibited in Section 3.11 (“District Intent, Permitted Uses and
55 Conditional Uses”), Division 6 (“DC-Downtown Commercial”), Article 3
56 (“Zoning District Intents, Uses, and Standards”) in Appendix A (“Zoning”) of the
57 Code of Ordinances, shall continue to be prohibited on this Property with the
58 exception of a drive-through restaurant.
- 59 2. Applicant shall strictly comply with the submitted site plan in which the building
60 is constructed along Main Street and the drive-through is constructed as indicated
61 on Exhibit “A”.
- 62 3. Auto related uses permitted in C2 are prohibited on this Property, including but
63 not limited to: New or used automobile and small vehicle sales and display,
64 Automobile repair and servicing, Automobile brokers, or Automobile wash and
65 detail.
- 66 4. The Property shall follow the DC – Downtown Commercial District Design
67 Standards provided in Section 3.13 (“District Design Standards”), Division 6

68 (“DC-Downtown Commercial”), Article 3 (“Zoning District Intents, Uses, and
69 Standards”) in Appendix A (“Zoning”) of the Code of Ordinances of the Zoning
70 Code.

71 5. The architectural façade materials shall be limited to brick, stucco, fiber cement,
72 or similar alternative to be approved by the City Planner.

73 6. There shall be no new curb cuts added from Main Street to this Property.

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

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

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

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

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

95 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
96 repealed.

97 **Section 5.** Penalties in effect for violations of the Zoning Ordinance of the City of College
98 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
99 applicable to this Ordinance and shall remain in full force and effect.

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

(SIGNATURES ON FOLLOWING PAGE)

ORDAINED, this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

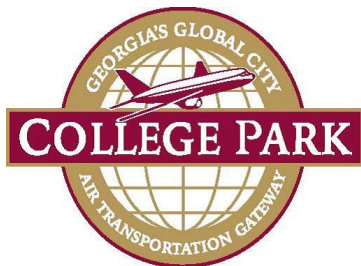
ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8292

DATE: September 30, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

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

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

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

RECOMMENDATION: The City Planner recommends *approval* of the Conditional Use Permit with the following conditions:

1. The approval of CUP for fuel pumps is conditioned to the submitted site plan in which the building is constructed along Main Street and the fuel pumps are located in the rear of the building.
2. The number of pumps on the property is limited to eight (8) as shown on the site plan.
3. The side of the development along Oxford Ave is developed in accordance with the Main Street Design Guidelines included a sidewalk with pavers, lighting, and street trees to create screening for the fuel pumps at the rear of the property.
4. The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.
5. There will be no signage showing the prices of gas along Main Street to ensure that visual aesthetic along the Main Street Corridor is maintained.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of both the Rezoning and Conditional Use Permit with the conditions outlined by staff and with one additional condition that the applicant provide examples of alternate pathways or additional solutions for the drive-thru for the Council to review. These options are attached.

BACKGROUND: The subject property was previously Enterprise Rental Car which has recently moved across the street and left this property vacant. It is currently zoned DC - Downtown Commercial, which does not allow for the proposed use of fuel pumps. The only zoning district that allows for fuel pumps is the C2 - Community Business District as a Conditional Use. Therefore, the applicant is applying for both a rezoning to C2 and a Conditional Use Permit for fuel pumps. The approval of a rezoning to C2 will also allow for the proposed drive-thru restaurant, which staff would encourage the commission to consider in the recommendation of this application.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- Conditional Use Permit Application (PDF)
- Survey - 3907 Main St College Park (PDF)
- SitePlanandRenderings9_23_20 (PDF)
- 3907MainStreet_StaffReport (PDF)
- 3907 Main Street CUP Ordinance (DOCX)

Review:

- Michelle Alexander Completed 09/24/2020 11:27 AM
- Rosyline Robinson Completed 09/30/2020 5:26 PM
- Terrence R. Moore Completed 09/30/2020 5:37 PM

- Mayor & City Council Pending 10/05/2020 7:30 PM

CONDITIONAL USE PERMIT APPLICATION



Date Received _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) Sadrudin 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 678-428-7578 FAX N/A

E-MAIL ADDRESS jmo7@bellsouth.net

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 newspaper 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.

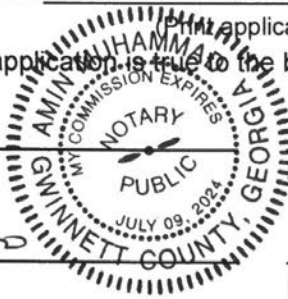
APPLICANT AFFIDAVIT

Personally appeared before me Sadrudin 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



Sadrudin Hakani

Signature of Applicant

7-30-2020

Date

Sadrudin Hakani

Print Name

3125 Touchton Court

Address

Duluth, GA 30097

City, State, Zip

OWNER'S AFFIDAVIT

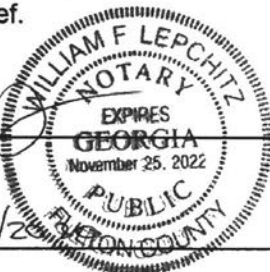
Personally appeared before me 3907 Main Street College Park, LLP who on oath

(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

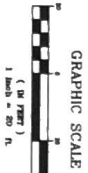
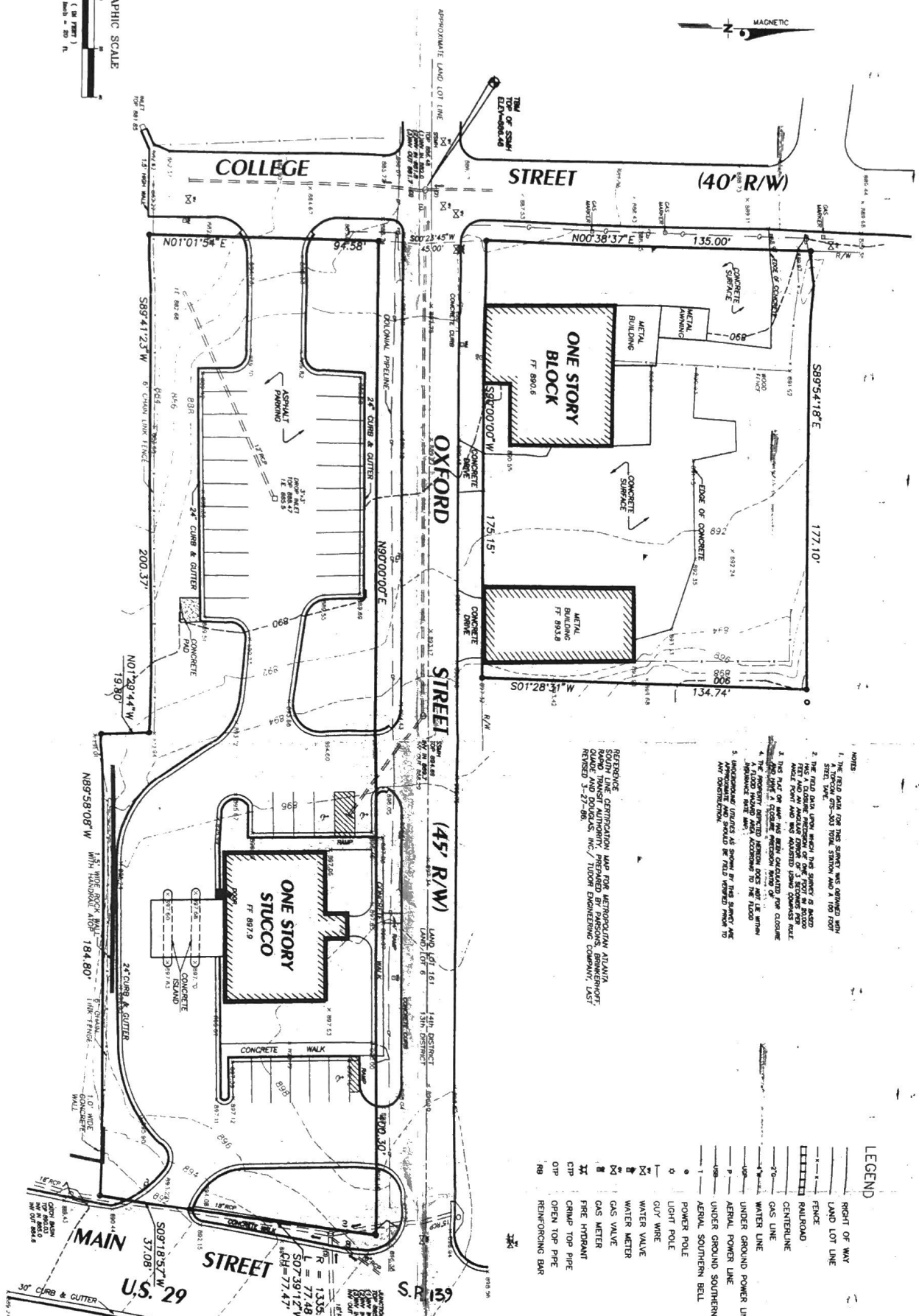
Date

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



BY ME ORDERING THIS PLAN IS A
THE LAND PLATTED AND NOT
WITH THE ORIGINAL SURVEYOR
NO. 17130

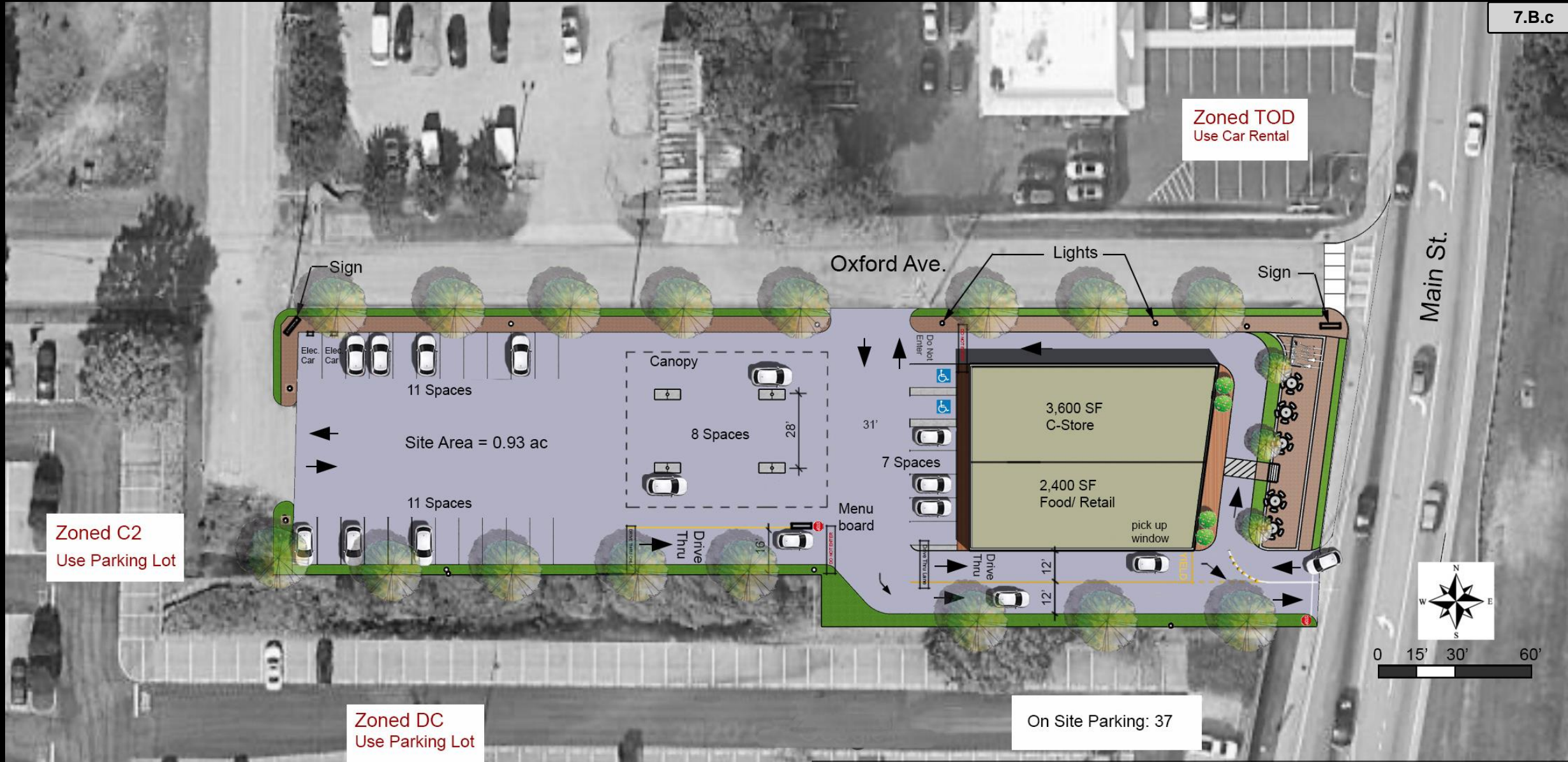
REV.	DESCRIPTION

LOCATED IN
LAND LOT 6, 7th DISTRICT
PLATON / CLAYTON COUNTY, GEORGIA
DATE NOVEMBER 30, 1995
SCALE 1"=50'

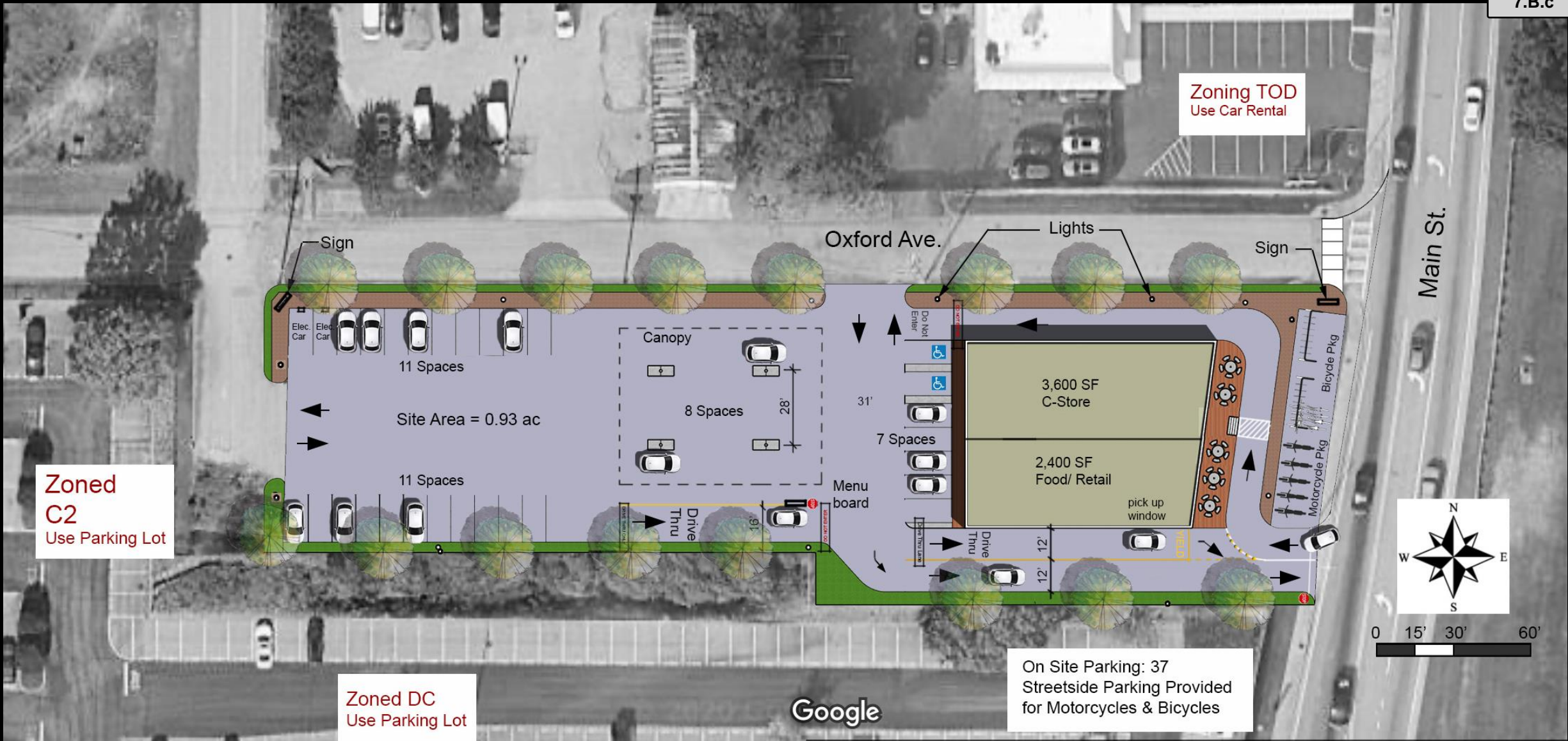


TOPOGRAPHIC SURVEY FOR ENTERPRISE LEASING

GRANT SHEPHERD & ASSOCIATES
SURVEYING • PLANNING
3781 VENTURE DR., SUITE 120
GAINESVILLE, GEORGIA 30606
404-418-2623



CONCEPTUAL SITE PLAN – OPTION 1
3907 Main Street, College Park, GA
 Packet Pg. 121



CONCEPTUAL SITE PLAN – OPTION 2
3907 Main Street, College Park, GA





City of College Park
Planning Commission Meeting

Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: August 31st, 2020
Council Meeting (Request date): September 21st, 2020
Council Meeting Public Hearing: October 5th, 2020

Applicant: Sadruddin Hakani

Subject Property: 3907 Main Street, College Park, GA 30337

Parcels: 13000600010832

Request: Application for a Rezoning from DC – Downtown Commercial to C2 – Community Business and a Conditional Use Permit to have fuel pumps at 3907 Main Street, College Park, GA 30337.

Current Land Use: Vacant building **Future Land Use Plan:** Walkable Commercial

Surrounding Zonings:

Current Zoning		Current Land Use
North	TOD – Transit Oriented District	Rental Car (CUP Approved)
East	TOD – Transit Oriented District	MARTA
South	DC – Downtown Commercial	Airport Parking
West	C2 – Community Business District	Airport Parking

Background: The subject property was previously Enterprise Rental Car which has recently moved across the street and left this property vacant. It is currently zoned DC – Downtown Commercial, which does not allow for the proposed use of fuel pumps. The only zoning district that allows for fuel pumps is the C2 – Community Business District as a Conditional Use. Therefore, the applicant is applying for both a rezoning to C2 and a Conditional Use Permit for fuel pumps. The approval of a rezoning to C2 will also allow for the proposed drive-thru restaurant, which staff would encourage the commission to consider in the recommendation of this application.

Findings: After review of the submitted materials, staff found that the applicant is proposing to demolish the existing one-story building and replace the structure with a new one-story building that will be pulled to the front of the property along Main Street. The applicant has provided several options for Council to consider for the site plan of the project. The proposed building will contain two retail spaces with frontage on Main Street. The proposed drive-thru is located on the southside of the new building and the proposed fuel pumps will be in



the rear of the building. One of the submitted site plan options includes outdoor seating area in the front of the building. A review of the surrounding uses of the property revealed the existing uses are of higher intensity and would not be negatively impacted by the proposed use.

The originally proposed diagonal parking spots along Main Street were of some concern considering the high traffic of Main Street. The applicant has indicated that there is room for a slight turning lane behind the proposed parking that will allow for cars to safely back out of the spots. It is also possible that a future bus transit lane will be built along Main Street which would take away these parking spots. Due to the possibility of this lane, it is recommended that the building be set back to allow for this in the future regardless of which site plan option Council chooses. During the Main Street Board meeting in which this proposal was presented, there was a suggest utilizing this space for a parklet or a bicycle servicing area rather than parking.

After the Planning Commission meeting, the applicant was asked to revise their site plan in order to combat the possible issues of the entrance on main street and drive through exit. This new site plan was submitted for review and shows an additional lane along the front of the building to allow cars to wrap around the building. The design will combat the issues of the entrance/exit on Main Street but will sacrifice some of the walkability associated with the original plan. However, the extension of the plaza area to replace the originally proposed parking will create a larger outdoor space and allow for sidewalk connections along Main Street.

After researching the permitted uses in both the DC District and C2 district, staff found that approval of this rezoning could result in an undesirable use for this location. As a result, staff would strongly encourage the commission to consider conditioning the uses that would be permitted on this parcel if the rezoning to C2 is approved. First, all uses listed as prohibited in Section 3.11 - DC -Downtown Commercial District Intent, Permitted Uses and Conditional Uses should continue to be prohibited on this property because these uses are prohibited for all other properties in the Main Street Area. In addition, staff would suggest prohibited the auto related uses that are permitted in the C2 District. These uses are not appropriate at this property and could cause detriment to the aesthetic and character of the area. In order to maintain the character of the Downtown District, it is also recommended that the commission consider requiring this property to meet Section 3.13: DC – Downtown Commercial District Design Standards. This requirement would ensure this property is developed to the same standard of other properties in the Main Street Area.

Staff also evaluated the approval of a Conditional Land Use Permit for fuel pumps on the property. Fuel pumps are allowed as a conditional use in the C2 District. However, the granting of a CUP for this use at this specific property should be conditioned to the presented site plan. If this CUP is granted without the appropriate conditions, the City could be at risk of this property being developed as a typical gas station with the fuel pumps in the front of the building. Considering the current character of Main Street and the desired aesthetic for this area, it is vital that fuel pumps be located in the rear of this property and screened from Main Street. In addition, the applicant has agreed that there will be no signage showing the prices of gas along Main Street to ensure that visual aesthetic along the Main Street Corridor is maintained.

**Staff Comments:**

- Drive and drive-thru window access at Main St needs to be reviewed by city engineer and submitted to GDOT for permit.

Main Street Board Comments:

- The applicant presented to the Main Street Board at their August 12th, 2020 meeting.
- Concern about the proposed drive-thru was expressed. One board member stated concern that the facility would not be keeping with Historic Downtown feel that is desired on Main Street.
- There was also concern throughout the board about the possibility of "big box chains" that was also mentioned in conjunction with the drive-thru facility and if this would fit with the look and feel of Main Street.
- The diagonal parking along Main Street is a safety concern. There is a history of high traffic and speeding in the area that people would have to back into.
- There was a consensus from the board that the proposed place-making at the front of the property and proposed mural was strongly desired on Main Street.
- There was also support for a possible parklet out front, enhanced landscaping, and a potential bicycle servicing area.

Planning Commission Meeting: The meeting was held via zoom on August 31st, 2020 at 5:30pm.

- The commission expressed concerns about the drive-thru configuration on the property. The consensus was that it just seemed like too much traffic at this one spot with the driveway being an entrance and exit in addition to the cars in the drive-thru. The applicant indicated that "all drive-thru lanes are constructed like this".
 - The commission pointed out a possibility of not allowing cars to enter at the Main Street driveway. The applicant responded that this could create additional issues because people might miss the turn on Oxford and then try to make a U-turn or reverse on Main Street.
 - The commission asked for the applicant to provide additional drawings of the drive thru configuration for the Council to review.
- Concerns about the parking spaces along Main Street was expressed by several commission and community members. The concerns were mostly about the high level of traffic and increase in speed on this section of Main Street. There were several suggestions for parklets or bike stops here rather than parking to still allow space for a BRT lane in the future.

Planning Commission Recommendation: The Planning Commission recommends approval of both the Rezoning and Conditional Use Permit with the conditions outlined by staff and with one additional condition that the applicant provide examples of alternate pathways or additional solutions for the drive-thru for the Council to review.

Conclusion: The proposed use of retail is appropriate for the specific location, and the addition of fuel pumps in the rear will not create a negative impact on the character of the district or surrounding properties due to the positioning of the building and the existing uses.



Staff Recommendation:

The City Planner recommends **approval** of the Rezoning with the following conditions:

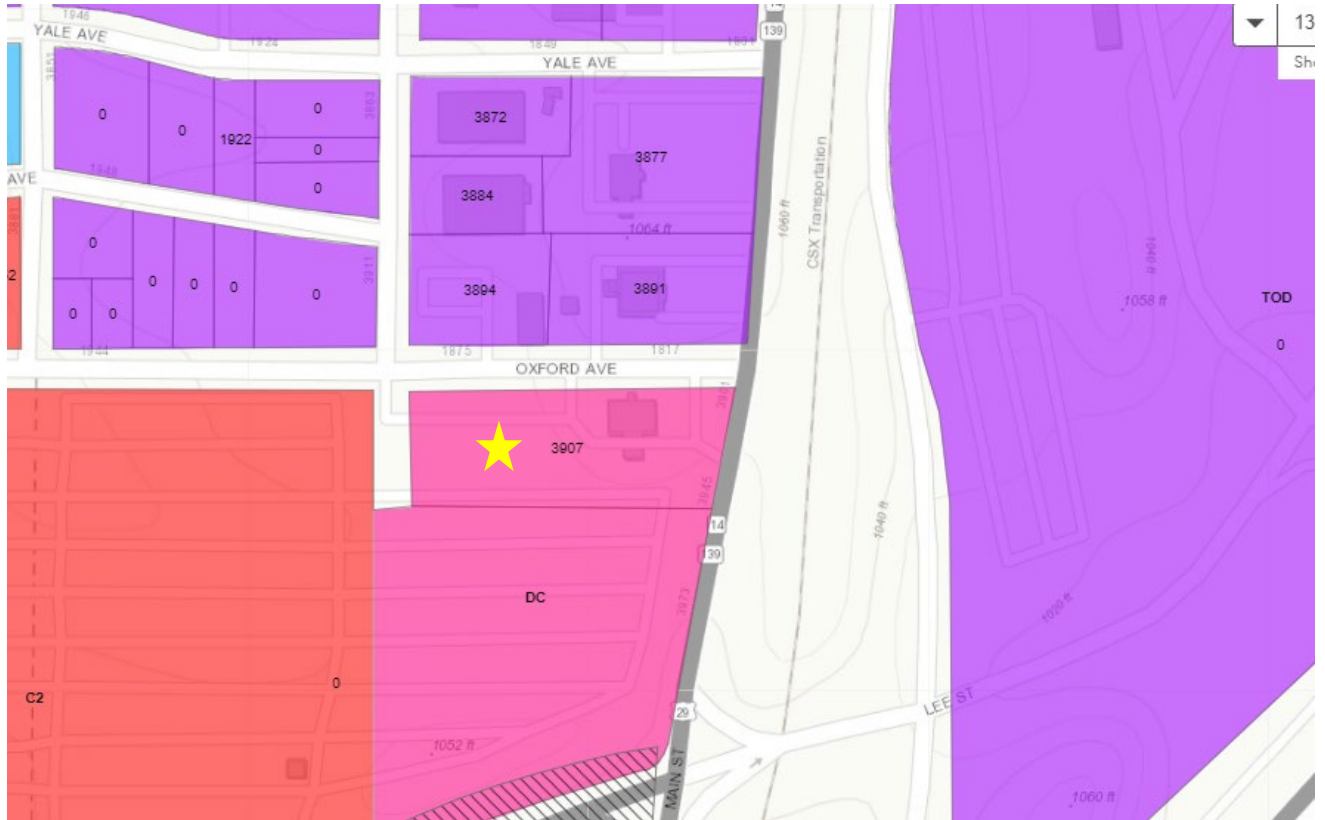
1. All uses listed as prohibited in Section 3.11 - DC -Downtown Commercial District Intent, Permitted Uses and Conditional Uses shall continue to be prohibited on this property with the exception of a drive through restaurant.
2. A drive through facility that is permitted by right in the C2 – Community Business District is conditioned to the submitted site plan in which the building is constructed along Main Street and the drive through is constructed as indicated in the site plan as Attachment A.
3. Auto related uses permitted in C2 are prohibited on this property, including but not limited to: New or used automobile and small vehicle sales and display, Automobile repair and servicing, Automobile brokers, or Automobile wash and detail.
4. The property is required to follow the DC – Downtown Commercial District Design Standards provided in Section 3.13 of the Zoning Code.
5. The architectural façade materials are limited to brick, stucco, fiber cement, or similar alternative to be approved by the City Planner.
6. There shall be no new curb cuts added from Main Street to this property.

The City Planner recommends **approval** of the Conditional Use Permit with the following conditions:

1. The approval of CUP for fuel pumps is conditioned to the submitted site plan in which the building is constructed along Main Street and the fuel pumps are located in the rear of the building.
2. The number of fuel pumps on the property is limited to the eight (8) pumps as shown on the site plan.
3. The side of the development along Oxford Ave is developed in accordance with the Main Street Design Guidelines included a sidewalk with pavers, lighting, and street trees to create screening for the fuel pumps at the rear of the property.
4. The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.
5. There will be no signage showing the prices of gas along Main Street to ensure that visual aesthetic along the Main Street Corridor is maintained.

Zoning Map

★ = Subject Property



Photos of the Property

Aerial of the Property ★ = Subject Property



Front of the Property



Rear of the Property



STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2020-___**

1 AN ORDINANCE TO AUTHORIZE A CONDITIONAL USE PERMIT FOR THAT CERTAIN
2 PARCEL OF PROPERTY LOCATED AT 3907 MAIN STREET; TO PROVIDE
3 SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF
4 CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND
5 EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

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

10 **WHEREAS**, the subject parcel of real property consists of approximately 0.8833 acres
11 located at 3907 Main Street, according to the present system of numbering property in College
12 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number:
13 13000600010832) (the “Property”); and

14 **WHEREAS**, the Property is currently zoned as C2-Conditional (Community Business
15 District; and

16 **WHEREAS**, the owner of the Property (“Applicant”) has requested a Conditional Use
17 Permit to utilize fuel pumps on the Property; and

18 **WHEREAS**, the City Planner and Planning Commission recommend approval of the
19 application subject to certain conditions included in the City Staff Report and said report is hereby

20 incorporated by reference herein; and

21 **WHEREAS**, the governing body of the City has considered the criteria provided in Section
22 12.6 (“Standards for Review of Conditional Uses”) of Article 12 (“Boards and Commissions”) in
23 Appendix A (“Zoning”) of the Code of Ordinances, City of College Park, Georgia; and

24 **WHEREAS**, the governing body finds that the application conforms to the requirements
25 of its designated zoning district and compliance with the conditions outlined herein will ensure the
26 proposed use will not negatively impact the surrounding properties and consistence with the City’s
27 future land use plan;

28 **WHEREAS**, a public hearing pursuant to the provisions of the Zoning Procedures Act has
29 been properly held prior to the adoption of this Ordinance; and

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

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

34 **Section 1.** The request for a Conditional Use Permit to use the Property located at 3907
35 Main Street, according to the present system of numbering property in College Park, Fulton
36 County, Georgia (Fulton County Tax Parcel Identification Number: 13000600010832) is hereby
37 granted subject to the following conditions:

- 38 1. Applicant shall strictly comply with the submitted site plan attached hereto and
39 incorporated herein as Exhibit “A” in which the building is constructed along Main
40 Street and the fuel pumps are located in the rear of the building.
- 41 2. There shall be no more than eight (8) fuel pumps located on the Property.
- 42 3. The side of the development along Oxford Ave. shall be developed in accordance with

43 the Main Street Design Guidelines and include a sidewalk with pavers, lighting, and
44 street trees to create screening for the fuel pumps at the rear of the Property.

45 4. The Applicant shall provide a landscape plan including specifics on the types of
46 plantings to be approved by the City Engineer.

47 5. There shall be no signage showing the prices of gas along Main Street to ensure that
48 visual aesthetic along the Main Street Corridor is maintained.

49 6. Approval of this CUP shall be conditioned on the Property retaining its conditional
50 zoning designation of C2, pursuant to Section 14.12 (“Conditional Zoning Process
51 (CZ)”) of Article 14 (“Processes, Permits, and Fees”) in Appendix A (“Zoning”) of the
52 Code of Ordinances, City of College Park, Georgia.

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

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

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

65 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance

66 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
67 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
68 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
69 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
70 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
71 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
72 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
73 effect.

74 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
75 repealed.

76 **Section 5.** Penalties in effect for violations of the Zoning Ordinance of the City of College
77 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
78 applicable to this Ordinance and shall remain in full force and effect.

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

(SIGNATURES ON FOLLOWING PAGE)

ORDAINED this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8345

DATE: September 25, 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, Fire Station #2 and the Thompson, Booker, Dollar Memorial Police Precinct for a combined annual cost of \$50,915.00. See Director Millers memorandum recommending extension of the attached contracts. These are budgeted items.

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 \$50,915.00 annually for additional City of College Park, GA locations.

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

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 5, 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:

- Directors Memo.Renewal Memorandum HVAC Maintenance Contract.5.2020(DOCX)
- 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)
- Old Natl Police DeptMaintenance Agreement.2020 (PDF)

Review:

- Mercedes Miller Completed 09/23/2020 3:47 PM
- Rosyline Robinson Completed 09/23/2020 3:49 PM
- PurchasingCompleted 09/28/2020 8:07 AM
- Finance Completed 09/30/2020 10:16 PM
- City Clerk Completed 09/29/2020 3:15 PM
- Police Completed 09/23/2020 3:54 PM
- Wade Elmore Completed 09/30/2020 1:14 PM
- Michelle Johnson Completed 09/27/2020 12:35 PM

- Inspections Completed 09/24/2020 3:01 PM
- City Attorney's Office Completed 09/29/2020 6:58 PM
- Terrence R. Moore Completed 10/01/2020 11:17 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM



CONVENTION CENTER MEMORANDUM NO. 2020-16

DATE: September 21, 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, Fire Station #2 and the new Thompson, Booker, Dollar Memorial Police Precinct for the combined annual cost of \$50,915.

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

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

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.

Professional Liability -

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.

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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

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.

Professional Liability -

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.

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

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

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.

Professional Liability -

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.

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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

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.

Professional Liability -

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.

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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

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.

Professional Liability -

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.

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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

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.

Professional Liability -

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.

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

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

CONTRACTS FOR MORE THAN \$50,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “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.

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.

Professional Liability -

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.

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

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

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.

Professional Liability -

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.

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



**Legacy Mechanical Services, Inc.
1680 Roberts Blvd. #408
Kennesaw, Georgia 30144**

Maintenance Agreement

For Site Located at

**Thompson Booker Dollar Memorial Police Precinct
2330 Godby Rd**

College Park, Ga. 30349

**William Terry
Officer**

**Phone:
E-Mail: Wterry@collegetparkga.com**

**Effective Date
October 19, 2020**

Office Phone 770-432-1171

Fax Number 770-432-1121

Legacy Mechanical Services, Inc. is proud to have the opportunity to provide Thompson Booker Dollar Memorial Police Precinct with the following type of service:

2 Operating (minor) and 2 Start-up (major) Inspections

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.

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.

The effective date of this agreement will begin 10/19/2020 and thus will be the anniversary date. The agreement will renew annually thereafter until terminated by either party in writing at least 30 days prior to the anniversary date. The contract price will be increased on each anniversary date by the Consumer Price Index or 3% (whichever is higher), unless equipment is added or subtracted from the original agreement.

Legacy Mechanical Services, Inc. will provide the services stated herein for the Quarterly sum of \$360.00 which is payable upon receipt of our invoice. The annual sum for this agreement is \$1440.00.

Thompson Booker Dollar Memorial Police Precinct Legacy Mechanical Services, Inc.

Name: William Terry
Title: Officer

Name: Brian Manus
Title: District Account Manager

Date: _____

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:

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 coils (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 amperages.
- Cleaning Evaporator coil NOT included, but will be recommended if necessary
- Replace belts one time per year supplied by Legacy

OPERATING (MINOR) 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 condition of belts

SCHEDULE "A" EQUIPMENT LIST

QTY	MFR	TYPE	LOCATION	MOD.#	SER.#	TONS
1	Trane	Split System	Ground	TTA09043D AA00AE	18322944YA	7.5
1	Trane	Split System	Ceiling	TWE09043B AA00AA	18391219BA	7.5
1	Mitsubishi	Split System	Ground	PUY- A12NKA7	86U10226C	1
1	Mitsubishi	Split System	Wall	PKA- A12HA7	86A09988C	1

Inclusions and Exclusions

This agreement includes:

Filters changed by Legacy and supplied by Legacy 4 times per year

Belts installed 1 time per year. Legacy supplies belts.

Condenser coils cleaned 1 time per year

This agreement excludes:

Overtime

Refrigerant Coverage

All non-moving parts

Oil analysis

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 Price

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. The customer will automatically be enrolled in the program and login information will be emailed to the designated contact.

LEGACY SALVAGE PROGRAM

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

- Legacy will identify parts and equipment that can be salvaged, according to age and condition.
- Legacy will store client's salvaged parts and equipment free of charge for its future use or to be sold by Legacy.
- Legacy has the sole discretion to sell salvaged 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 client's parts and equipment, a 10% credit, of current retail costs of the item, will be issued to client via its Legacy account. The credits can be used by client for future service work, repairs, replacements, etc., to be completed by Legacy.
- Any salvaged parts or equipment will not carry a warranty.
- Legacy will install the parts or equipment, when needed by the client, for labor costs as well as additional costs. Additional costs are parts and material required to install salvaged parts or equipment, such as, refrigerant, contactors, fan blades, etc.
- The client, will be able to see its salvaged inventory. Each part and piece of equipment will be cataloged with all pertinent information into the Legacy salvage inventory system, which is accessible through the Legacy Customer Portal.

Terms and Conditions

- 1 In the event Legacy Mechanical Services, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Legacy Mechanical Services, Inc.'s control, the customer shall reimburse Legacy for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rates for performing such service.
- 2 It is agreed the customer will provide reasonable means of access to all devices that are to be maintained. Legacy Mechanical Services, Inc. shall be free to start and stop all primary equipment incidental to the operation of the mechanical equipment.
- 3 Legacy Mechanical Services, Inc. shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by negligent act of omission or commission by Legacy Mechanical Services, Inc.'s agent, employees or subcontractors.
- 4 Legacy Mechanical Services, Inc. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Legacy impractical: strikes, riots, fires, wars, late or non-delivery by suppliers to Legacy Mechanical Services, Inc. and all other contingencies beyond the reasonable control of Legacy Mechanical Services, Inc. Under no circumstances shall Legacy Mechanical Services, Inc. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Legacy Mechanical Services, Inc.'s liability exceed the purchase price paid under this contract.
- 5 It is agreed the customer will assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burnt out main or branch fuses, and low water pressure.
- 6 The customer shall pay Legacy Mechanical Services, Inc., in addition to the contract price, the amount of all present and future taxes and any other government charge now and hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive or ordinary personal property taxes assessed against Legacy.
- 7 Agreement applies only to equipment installed prior to effective date and as described on Schedule "A".
- 8 This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial season start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusts accordingly.
- 9 All work to be performed during normal working hours whenever possible. Normal working hours (7:30am - 4:30pm) will apply to all services, unless otherwise stated, including major repairs performed. Customer requested services not covered under this agreement to be invoiced at Legacy prevailing rates.
- 10 If emergency service is covered in this agreement and is required at a time other than regularly scheduled preventive maintenance, and inspection does not reveal any defect requiring service under this agreement, Legacy reserves the right to charge the client for the service at prevailing rates plus a \$75 service charge.
- 11 All billing due within 15 days of receipt of invoice.

12 This Agreement may be cancelled by Customer at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each ONE (1) year anniversary date, Customer agrees to reimburse Legacy on a pro-rated basis for all services (labor, parts and materials) furnished by Legacy under the scope of this Agreement prior to the effective cancellation date.

Exclusions

- 1 Replacement or repair of non-moving parts of the heating, cooling and ventilation systems, such as ductwork, boiler shell and tubes, boiler refractory, complementary equipment, for example - but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines and domestic water lines.
- 2 Electrical wiring, except that connected from starter mechanical equipment.
- 3 Addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
- 4 Emergency calls required for air balance. Service calls made for this condition will be charge at prevailing labor and material rates.
- 5 Equipment under warranty. Customer shall provide Legacy Mechanical Services, Inc. with a copy of any and all warranties covering the equipment now or hereafter included in this agreement. Legacy Mechanical Services, Inc. shall advise Customer if such equipment becomes defective within the warranty period, during which time Legacy Mechanical Services, Inc. shall not be responsible for replacing or repairing such equipment, but shall be responsible for the labor necessary to provide scheduled maintenance on such equipment to the extent provided herein.
- 6 Refrigerant due to EPA regulations.
- 7 Legacy Mechanical Services, Inc. reserves the right to cancel this agreement without notice for non-payment.

Signing below states acceptance of terms and conditions:

Customer's Authorized Representative:

Print Name: _____

Signature: _____

Date: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8350

DATE: September 23, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Electrical Material for Construction and Repair Projects, Lighting and Stock

PURPOSE: To provide stock transformers and LED floodlights for construction & replacements.

REASON: Pad mounted transformers are needed for possible new services or replacement of existing equipment. The LED floodlights are to be installed City wide for upgrades, primarily in several apartments.

RECOMMENDATION: Approve the following bids:

Gresco	100 LED floodlights; 20,000 lumen, 4000K	\$38,900.00
Irby	(6) 75 KVA 120/240 volt, 1-phase pad mount transformers	\$10,606.00
WESCO	(6) 100 KVA 120/240 volt, 1-phase pad mount transformers	\$14,506.50

BACKGROUND: Several projects and repairs have depleted the specified transformers and need re-stocking. The LED lighting upgrades throughout the City are about 96% complete with several apartments left that require floodlight replacements.

COST TO CITY: \$64,008.50

BUDGETED ITEM: Yes; Electric Improvements 510-4600-54-7710 for the transformers and Street Lighting 510-4600-54-7860 for the floodlights.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: Oct. 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Power Department

ATTACHMENTS:

- Material Bid Matrix - Sept. 2020 (PDF)
- AGENDA MEMO ID #2020-8350 - ITB - POWER DISTRIBUTION MATERIAL - 091520 (PDF)
- ITB - POWER DISTRIBUTION MATERIAL - Specs (PDF)

Review:

- Hugh Richardson Completed 09/23/2020 2:44 PM
- Rosyline Robinson Completed 09/23/2020 3:34 PM
- Purchasing Completed 09/24/2020 8:16 AM
- Finance Completed 09/30/2020 10:17 PM
- Terrence R. Moore Completed 10/01/2020 11:14 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM

Vendor Name:		Gresco Utility Supply	Irby Utilities	WESCO Distribution
Located in College Park		No	No	No
Previous Business with College Park		Yes	Yes	Yes
Minority Business Owner		NMO	NMO	NMO
<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>
100 ea	COOPER UFLDC55DU66CBK4N710K UTILITY FLOOD BLACK 20,000 LUMEN 120-277V 66 DISTRIBUTION 2-3/8" TENON SLIPFITTER KNUCKLE 4000K 7 PIN PHOTOCONTROL RECEPTACLE 10K SURGE PROTECTIVE DEVICE 5 FT 12-3 CORD TOOL LESS ENTRY NEMA LABEL	\$38,900.00	\$41,500.00	\$46,635.00
		\$389.00	\$415.00	\$466.35
		8 wks	4-5 wks	4-5 wks
6 ea	100 KVA 240/120 1PH DEAD FRONT LOOP FEED PAD- MOUNTED TRANSFORMER	\$16,176.00	\$14,928.00	\$14,506.50
		\$2,696.00	\$2,488.00	\$2,417.75
		16-18 wks	13-14 wks	16-17 wks
6 ea	75 KVA 240/120 1PH DEAD FRONT LOOP FEED PAD- MOUNTED TRANSFORMER	\$12,534.00	\$10,602.00	\$12,939.60
		\$2,089.00	\$1,767.00	\$2,156.60
		16-18 wks	13-14 wks	16-17 wks



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM NO. 2020-8350

DATE: SEPTEMBER 24, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING COORDINATOR

SUBJECT: ITB - POWER DISTRIBUTION MATERIAL - 091520
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Power Distribution Material

Budgeted item(s): Yes

Recommendation: Gresco Utility Supply, Irby Utilities and WESCO Distribution are recommended at \$64,008.50 for different item portions of this project. See breakdown tabulation.

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from August 31, 2020 thru September 15, 2020 at 9:30 am.

There was an official Zoom (virtual) bid opening Tuesday, September 15, 2020 at 10:00 am with no vendors logged into the meeting.

Samuel Martin represented the Power Department during the bid open

<https://us04web.zoom.us/j/75578436170?pwd=d2FDV1p3UDZYeVdncE40YVBaQVdEQT09>

Meeting ID: 755 7843 6170 - Passcode: 1LGGid



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

Tabulation Sheet

ITB - POWER DISTRIBUTION MATERIAL - 091520

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Irby Utilities	\$67,030.00	N	N	Y
2	Gresco	\$67,610.00	N	N	Y
3	WESCO Distribution	\$74,081.10	N	N	Y
4					
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
 (3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
 (5) Native American Business Enterprise (**NABE**)

City of College Park
 Willis Moody
 Purchasing/Fleet Administrator
 College Park, GA 30337



PURPOSE & SPECIFICATION(s)

GENERAL PURPOSE

The City of College Park Power Department is soliciting requests for bid for distribution material. Specifications are included and items that do not meet the included specifications may be considered only if deviations are noted and manufacturer's specification accompanies the bid response.

Deliveries requiring assistance must be shipped in open container(s) or positioned for forklift off load. Failure to comply with this requirement may result in shipment refusal. College Park will not be responsible for additional shipping or handling charges if refused due to the above. Shipping and receiving FOB Destination only; in addition the delivery location is an unmanned facility without a loading dock and requires a 24-hour call ahead appointment with Samuel Martin at 404-669-3772.

SPECIFICATIONS

The City of College Park Power Department is requesting the following items with the following transformers listed below.

See attached specifications below:

Technical Specification for
Single-Phase Dead Front Loop Feed
Pad Mounted Distribution Transformers
Specification TPM - 10



COLLEGE PARK POWER

1886 Harvard Avenue

College Park, GA 30337

Telephone: (404) 669-3772

Fax: (404) 669-3798

COLLEGE PARK POWER

SINGLE PHASE PAD MOUNT TRANSFORMERS

This specification provides standardization of physical and electrical requirements for single-phase self-cooled, oil-immersed pad mounted transformers designed for underground distribution systems.

- I. General Information
 - a. Provisions and terminology of current revisions of American National Standards Institute Standards C57.12.00, 12.10, 12.20, 12.22, 12.26, 12.70, 12.80, 12.90 apply.
 - b. Winding temperature rise above ambient shall not exceed 65° C at rated capacity.
 - c. "Dead front", loop feed design shall be employed, unless otherwise specified.
- II. Construction Features
 - a. A sealed tank system is required
 - b. Tank shall be welded steel construction (13-gauge minimum) with a removable flip-top door for front cabinet access to bushings, etc. Door shall be attached with stainless steel hinges with a minimum pin diameter of 3/8". The cabinet and tank shall form a tamper resistant unit, preventing the insertion of foreign objects when closed. Recessed front penta-head bolt and pad lock provisions are required.
 - c. Lifting and rolling provisions are required.
 - d. Physical size limitations apply as follows.
 - Length (front): minimum not less than 30" or more than 36"
 - Width (side): not more than 42"
 - Height: not more than 28" up to 100 kVA; nor more than 32" for 167 kVA and above
 - e. The high voltage neutral winding shall be internally grounded.
 - f. A 5-inch (+ / - 1/12") sill is required, the front of which shall not be covered by the door.
 - g. Provision for Fault Indicator is NOT required unless otherwise specified.
- III. Electrical Characteristics
 - a. Unless otherwise specified, the primary voltage shall be 12.47kV GRDY / 7.2kV. Secondary voltage shall be 240/120v. All voltages are 60 hertz.
 - b. Primary insulation class is 15 kV (95 kV BIL). Secondary insulation class is 1.2 kV (30 BIL).
 - c. Taps are not required unless otherwise specified.
 - d. Allowable percent impedance shall be between 1.5% and 3.0%.
- IV. Bushings and Terminals
 - a. Two high voltage externally clamped bushing wells for looped primary systems are required. Two 200 amp screw-out load-break inserts designed to mate with G.E. "Sure Make", RTE "SBT", or Elastimold are required.
 - b. Low-voltage and neutral terminals shall be epoxy-filled externally clamped with threaded studs (5/8"-11, minimum length 1 1/4" for 25kVA thru 75kVA; 1" 14, minimum length 1 3/4" for 1000 kVA and larger). 6-hole spades are to be provided unless otherwise specified.
 - c. The neutral connection of the low-voltage winding shall be brought out on insulated bushings and grounded to the ground connection in the low-voltage compartment with a removable ground strap.

d. Terminal marking shall be per ANSI C57.12.70.

V. Required Features

- a. Tank grounding provision
- b. Accessory / parking stand
- c. Oil level gauge and oil filler plug
- d. Pressure relief device
- e. Bayonet-type fuse holder for oil immersed, dual element expulsion fuse. If located above a high-voltage bushing, a drip shield is required.
- f. Provide fuses as listed in Table A.
- g. Corrosion-proof nameplate per ANSI C57.12.25.
- h. Non-PCB oil, the type of which shall be noted on the nameplate.

VI. Testing

- a. Routine tests on all transformers shall be as specified in Section 8 of the ANSI C57.12.00 latest revision thereof. ANSI Test Code C57.12.90 shall be followed for all testing procedures.
- b. Loss evaluation tests shall be performed on all transformers and cost of ownership shall be determined based on a formula provided by the City. Certified test results shall be provided to the City.
- c. The Total Ownership Cost (TOC) shall be determined with the following formula:
EFC (\$) = [4.81 x NLL (watts)] + [2.10 x LL (watts)] + Purchase Price
 where: NLL= No Load (core) Losses, and LL = Load (winding) Losses.
- d. Dielectric test shall be in accordance with ANSI Standard C57.12.26.
- e. Doors shall be opened and closed several times before manufacturer delivers unit, checking for misalignment, warping, improper hinging, etc.

VII. Miscellaneous

- a. Transformers shall be furnished with grounding lugs.
- b. All exterior nuts and bolts shall be stainless steel.
- c. The liquid supplied in these transformers shall be a non-PCB type as defined by Federal Regulation # 40CFR 761, dated May 31, 1979 and subsequent revisions. The liquid contained in these transformers shall be identified as a non-PCB type on the nameplate on the transformer and on a separate label, no larger than 3" x 5", affixed to the transformer tank in the immediate vicinity of the nameplate. Should any other oil be identified as a hazardous substance, it shall not be used.
- d. Transformers shall be delivered on a flatbed truck or otherwise open carriage. A minimum 24-hour prior notice of shipment is required. Shipment in an enclosed body or no 24-hour notice may result in refusal of the shipment. College Park will not be responsible for any additional shipping charges.
- e. A corrosion preventive undercoating shall be applied to all surfaces that are in contact with the pad and shall include the lower 4" of the tank or cabinet walls and base sill. Paint shall be of such quality as to resist rust, fading, etc., for a minimum 15-year (exposed to the elements) period. Color shall be Munsell 7GY, Outdoor Green.
- f. The transformer(s) shall be assembled in the United States from components the majority of which are domestically produced.
- g. NEMA standard 9-15-1982 Figure 1 and Figure 2 safety labels shall be provided.
- h. Information on the instruction nameplate shall comply with ANSI Standard C57.12.07 and shall include the date of manufacture and type of oil utilized.

- i. All regulations, codes and standards referred to in this document, such as ANSI, NEMA, CFR, and others, are meant as minimum reference points. Any subsequent updates in effect at the time of the request for quote should be used in the construction of the units requested. Failure to comply will be cause for rejection of the bid or the unit(s) if it is determined they do not meet these minimum requirements.

TABLE A

**PRIMARY FUSING for
 PAD MOUNTED
 TRANSFORMERS
 USING BAYONET FUSES**

Single Phase		Three Phase	
kVA	Fuse (amps)	kVA	Fuse (amps)
25	5	75	5
37.5	8	112.5	8
50	12	150	12
75	15	225	15
100	25	300	25
		500	30
		750	30
		1000	
		1500	

All pad-mounted transformers ordered by the City of College Park Electrical Department shall be equipped with the above fuses.

All 1500 kVA transformers shall be clearly labeled "DO NOT OPERATE FUSES UNDER LOAD" or similar adjacent to the bayonet fuses.

QUOTE SHEET

Bidding Company: _____

Company Rep: _____

Project Name: Power Distribution Material

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>	<u>DELIVERY TIME</u>
100 ea	COOPER UFLDC55DU66CBK4N710K UTILITY FLOOD BLACK 20,000 LUMEN 120-277V 66 DISTRIBUTION 2-3/8" TENON SLIPFITTER KNUCKLE 4000K 7 PIN PHOTOCONTROL RECEPTACLE 10K SURGE PROTECTIVE DEVICE 5 FT 12-3 CORD TOOL LESS ENTRY NEMA LABEL			
6 ea	100 KVA 240/120 1PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER SEE TPM-10 SPEC SHEET ATTACHED			
6 ea	75 KVA 240/120 1PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER SEE TPM-10 SPEC SHEET ATTACHED			
	Shipping/Freight Charges (if applicable)			
	GRAND TOTAL			

BIDDERS SIGNATURE

DATE



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8356

DATE: September 30, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Danielle Matricardi, City Attorney

RE: Amendment to Ordinance - Sec. 3.-3 Drinking in Public

PURPOSE: To allow alcohol consumption on parklets for patrons of restaurants authorized to use parklets.

REASON: Ordinance Section 3-3 currently permits alcohol consumption on outdoor patios of restaurants. However, a "parklet" does not fall under the Ordinance's definition of outdoor patio, which requires the patio area to be fenced, not located on public property, and to share a common boundary with at least one wall of the restaurant. The attached ordinance amends Section 3-3 to permit alcohol consumption on parklets, but limits such consumption to alcoholic beverages legally sold and purchased at restaurants authorized by the City to use the parklet.

RECOMMENDATION: Mayor and City Council approval.

BACKGROUND:

YEARS OF SERVICE: N/A

COST TO CITY: \$0.00

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: City Clerk, Occupation Tax, Economic Development

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Proposed addition to Chapter 3 of the City Code of Ordinances

REQUIRED CHANGES TO WORK PROGRAMS: N/A**STAFF:** Shavala Moore, City Clerk; Artie Jones III, Economic Development Director**ATTACHMENTS:**

- CP Ordinance Amending 3-3 v3 (PDF)

Review:

- Shavala Moore Completed 09/29/2020 2:56 PM
- Rosyline Robinson Completed 09/30/2020 5:15 PM
- Artie Jones Completed 10/01/2020 12:41 AM
- City Attorney's Office Completed 09/29/2020 2:41 PM
- Terrence R. Moore Completed 10/01/2020 11:10 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2020-___**

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

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

9 **WHEREAS**, the City has an interest in regulating the consumption of alcoholic beverages
10 on public property through the lawful exercise of its police powers; and

11 **WHEREAS**, the City plans to convert certain curbside parking spaces alongside Main
12 Street into “parklets” that will provide additional outdoor public seating for adjacent restaurants
13 and enhanced pedestrian space and greenery; and

14 **WHEREAS**, the City’s ordinance prohibiting the consumption of alcoholic beverages in
15 public and in certain public facilities includes an exemption for outdoor patios of restaurants; and

16 **WHEREAS**, the City desires to amend its ordinance to include a similar exemption for
17 parklets; and

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

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

22 **Section 1.** The City’s Code of Ordinances is hereby amended by revising Chapter 3
 23 (Alcoholic Beverages), Article 1 (In General), Section 3-3(b) (Drinking in Public or in Public
 24 Facilities) to read and be codified as follows:

25 “(b) It shall not be unlawful for a person to consume alcoholic beverages on an outdoor
 26 patio of a restaurant or parklet so long as such consumption otherwise complies with
 27 the local and state regulations governing the license or licenses held by the restaurant.
 28 Alcohol consumption on a parklet is limited to alcoholic beverages legally sold and
 29 purchased at a restaurant authorized to use the parklet.

30 (1) For the purposes of this subsection, the term "outdoor patio" shall mean an
 31 outdoor area surrounded by fencing, not located on public property, not to
 32 exceed the square feet in the main building, and sharing a common
 33 boundary with a portion of at least one (1) wall of the restaurant.

34 (2) For the purposes of this subsection, the term “parklet” shall mean a City-
 35 owned public seating platform or area converted from a curbside parking
 36 space or sidewalk.”

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

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

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

49 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
50 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
51 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
52 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
53 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
54 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
55 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
56 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
57 effect.

58 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
59 repealed.

60 **Section 5.** Penalties in effect for violations of Chapter 1 of the Code of Ordinances, City
61 of College Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby
62 made applicable to this Ordinance and shall remain in full force and effect.

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

(SIGNATURES ON FOLLOWING PAGE)

SO ORDAINED this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8371

DATE: October 1, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Greenspace Requirement

PURPOSE: Mayor and Councils consideration in authorizing the resolution for the substitution of certain property within the Georgia Greenspace Program.

REASON: There is property located within the City of College Park that is currently set aside as greenspace pursuant to OCGA 36-22-3. For the properties highest and best use to be realized, it is required that substitution property replace the deed restricted greenspace property.

RECOMMENDATION: It is recommended that the City Council authorize the Mayor to execute a resolution for the substitution of certain property pursuant to OCGA 36-22-3.

BACKGROUND: Please see supporting documents

COST TO CITY: There are not direct cost to this project other than administrative fees for professional services.

BUDGETED ITEM: YES

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Georgia Department of Natural Resources

AFFECTED AGENCIES: Clearly College Park Business and Industrial Development Authority

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Dan Lee, BIDA Attorney
Winston Denmark, City Attorney
Artie Jones, III, Economic Development Director & Clearly College Park
Development Authority Executive Director

ATTACHMENTS:

- PUBLIC NOTICE - Edited 09.17.20 (PDF)
- Commissioner Williams DNR_091620 (PDF)
- Resolution Substitution (PDF)

Review:

- Artie Jones Completed 10/01/2020 4:37 PM
- Rosylne Robinson Completed 10/01/2020 4:40 PM
- Terrence R. Moore Completed 10/01/2020 4:39 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

PUBLIC NOTICE
PURSUANT TO OCGA 36-22-3, THE GEORGIA GREENSPACE ACT,
NOTICE OF SUBSTITUTION OF PROPERTY

In June of 2001, the City of College Park entered into an agreement with Fulton County and the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program. The City finds that it is necessary to convert that property from the greenspace Program to be used for an alternate public purpose. This public notice complies with Georgia Law allowing for the substitution of property that meets the criteria of the greenspace program and is eligible for substitution.

The city has evaluated all practical alternatives to the conversion of the subject property and has determined that there is no other alternative then to convert the property to another public purpose. The property to be converted from the program is adjacent to and is in some part surrounded by the development that is the airport city project. The airport city project cannot reach its public potential without the inclusion of the converted property.

The property to be converted from the program has been appraised and the property being submitted to the commissioner of the Georgia Department of Natural Resources has also been appraised. These appraisals are available in the office of the executive director of the College Park Development Authority. These appraisals clearly show that the substituted property is of greater value than the property to be converted.

While the property to be converted has little or no natural resource preservation value, the property to be substituted, has great value to the preservation of the stream buffer and erosion control measures for the area that will be the airport city project. Additionally, the property to be converted will create a passive recreation area while also allowing for better natural habitats and corridors for native plants and animals.

The property to be substituted is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia greenspace act and the rules and regulations promulgated thereunder or any other analogous federal or state program. They substituted property will be newly protected property.

The attorney of record for the College Park Development Authority has provided an opinion of counsel that the City or the College Park Development Authority already own the property to be substituted, in fee simple title. It is the intent of the City or the College Park Development Authority to include in its deed of conveyance, a permanent easement applying all the covenants and restrictions of the Georgia greenspace Program, in perpetuity.

The City of College Park and the Development Authority of the City of College Park are the only adjacent property owners to the substituted property and the property to be converted from the program. Any questions please refer to the executive director of the College Park Development Authority. BIDA Executive Director Artie Jones III



FREEMAN MATHIS & GARY, LLP
Attorneys at Law

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Daniel W. Lee
Attorney at Law

Writer's Direct Access
404-964-8970

DLee@fmglaw.com

September 16, 2020

VIA EMAIL:

Mark.Williams@dnr.ga.gov

Steve.Friedman@dnr.ga.gov

VIA USPS:

Mr. Mark Williams

Commissioner, Georgia Department of Natural Resources

c/o Mr. Steve Friedman, Steve, Chief of Real Estate

East Tower Suite 1352

2 Martin Luther King Jr. Drive SE

Atlanta, GA 30334

RE: Georgia Green Space Program Conversion and Substitution Application

Dear Commissioner Williams,

Our firm represents the College Park Business and Industrial Development Authority, please consider this a proposal to allow the City of College Park to substitute other property in the stead of property currently in the Georgia Greenspace Program.

In June of 2001, the City of College Park entered into an agreement with the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program (Exhibit A attached hereto, the original Agreement and the Amendment to that Agreement). The City finds that it is necessary to convert that property from the greenspace program to be developed for an alternate public purpose, and practical alternatives to a conversion were evaluated and it was determined conversion was necessary.

The property currently in the Greenspace Program that we are requesting be converted, is wholly in Fulton County, as well as the proposed substitution property.

The property proposed for substitution meets the same goals as the current property sought to be converted and more. The proposed substituted property is a much larger track of land that is situated topographically to better protect and enhance the water quality in the area. In addition, the substituted property placed in the greenspace program will provide greater flood protection in the area with better preservation of the stream buffer and erosion control measures. Because of the substituted property's location and because it is a larger track of land, it will allow for better natural habitats and corridors for native plants and animals than the property currently in the greenspace program.

September 16, 2020
 Page 2

The conversion of the current property from the program will allow for a development that will in turn create fifteen acres of greenspace, that includes the proposed substituted property. Importantly, the substituted property in the surrounding greenspace will create a passive recreation area. The current greenspace property the City seeks to have substituted does not provide or fulfill any of these goals previously discussed. If the current property can be converted from the greenspace program and developed as planned, it will provide connective links between lands contributing to the goals of the Georgia Greenspace Act.

The City of College Park Development Authority owns the substituted property, which was purchased entirely with general fund monies of the City of College Park and no Georgia Greenspace Trust funds were used in the purchase. The substituted property is not currently and has not been permanently protected greenspace property.

Please find, attached hereto as Exhibit B, a Resolution of the Mayor and City Council for the City of College Park, evidencing the approval of the conversion and substitution properties. Also attached is a copy of the PUBLIC NOTICE, attached as Exhibit C, issued by the City of College Park more than ten days prior to the public hearing before the Mayor and Council.

The City has caused to be performed an appraisal of both the current greenspace property and the proposed substitute property. The summary of those appraisals is attached hereto as Exhibit D. The appraisals clearly show the substitute property to have a much greater monetary value than the current greenspace property.

The City respectfully submits that this proposal and the attachments fulfill the mandatory requirements for achieving a conversion of the current property from the greenspace program. The City further shows that the proposed substituted property has greater value to the greenspace program, fulfills the goals of the Georgia Greenspace Act, and will be given permanent legal protection under the greenspace program.

Respectfully yours,
FREEMAN MATHIS & GARY, LLP



Daniel W. Lee

DWL:tcb

Enclosures:

- Exhibit A – Green Space Agreement
- Exhibit B – Resolution
- Exhibit C – Public Notice
- Exhibit D – Appraisals

Exhibit A
Georgia Green Space Program Award Agreement

Georgia Greenspace Program Grant Award Agreement



THIS AGREEMENT, made and entered into this 13th day of June 2001, by and between the **State of Georgia, Department of Natural Resources** (hereinafter, DNR), with its address at 205 Butler Street, S. E., Suite 1252, Atlanta, Georgia 30334, and the City of College Park with its address at P.O. Box 87137, College Park, GA 30337-0137 (hereinafter, GRANTEE).

WHEREAS, the Georgia Constitution authorizes grants of State funds to counties and municipalities within the State, Ga. Const. 1983, Art. VII, Sec. III, Para. III; and

WHEREAS, in Chapter 22 of Title 36 of the Official Code of Georgia Annotated, O.C.G.A. § 36-22-1 *et seq.*, (hereinafter referred to as "the Georgia Greenspace Act" or the "Act"), the General Assembly recognized the unique characteristics of each region in the state and the need for a flexible framework within which populous and rapidly growing cities and counties can develop community greenspace preservation programs; and

WHEREAS, the Code provides that it is the intent of the legislature "to promote the adoption in developed and rapidly developing areas of the state of policies, rules, and regulations which will have the effect of preserving at least 20 percent of the land area as connected and open greenspace which can be utilized for informal recreational activities and protection of natural resources," O.C.G.A. § 36-22-1; and

WHEREAS, the Georgia Greenspace Act established the Georgia Greenspace Commission (the "Commission") which has the power and duty under the Act to review greenspace programs submitted by a county, O.C.G.A. §36-22-8, and greenspace programs in which a county participates with a municipality, O.C.G.A. §§36-22-4(c) and 36-22-6(3), and to determine their eligibility for an award of a greenspace grant, O.C.G.A. §36-22-8; and

WHEREAS, the Georgia Greenspace Act established the Georgia Greenspace Trust Fund to be administered by DNR in furtherance of the purposes of the Georgia Greenspace Act, *see* O.C.G.A. § 36-22-4; and

WHEREAS, GRANTEE is eligible under the provisions of O.C.G.A. § 36-22-10 of the Act and the Rules and Regulations of DNR to submit, and has submitted, a greenspace program requesting a grant from the Georgia Greenspace Trust Fund (the "Greenspace Program"); and

WHEREAS, the Commission has determined that the Community Greenspace Program submitted by GRANTEE complies with the terms and conditions set out in the Georgia Greenspace Act; and

WHEREAS, the Commission has advised DNR that GRANTEE has become eligible for, and is to receive, a greenspace grant (hereinafter, the "Grant"); and

WHEREAS, the Code provides that DNR is to "administer the fund . . . [and] expend moneys held in the fund in furtherance of the purposes of and pursuant to the provisions of" the Act; and

WHEREAS, DNR and the GRANTEE (the "Parties") desire to enter into a contract to document the objectives, terms, conditions and restrictions regarding the Grant;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes and the acknowledgments and agreements contained herein, together with other good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. AWARD

A. Pursuant to O.C.G.A. § 36-22-4 and the decision of the Commission, DNR hereby awards a Grant to GRANTEE in the amount of **ONE HUNDRED EIGHTEEN THOUSAND, THREE HUNDRED SIXTY EIGHT DOLLARS AND NO CENTS (\$118,368.00)** (the "Grant Funds").

B. Hereinafter, "Grant Funds" includes the original funds awarded plus, after receipt by the GRANTEE, all interest earned on those funds.

II. GRANTEE'S OBLIGATIONS AND DUTIES

A. USE OF GRANT FUNDS - As consideration for the award of the Grant Funds, GRANTEE has established a Community Greenspace Trust Fund pursuant to O.C.G.A. § 36-22-7 and accepts the Grant Funds in trust and promises to expend the Grant Funds solely for their intended purpose. GRANTEE further promises to:

1. Deposit the Grant Funds into the GRANTEE's Community Greenspace Trust Fund.
2. Administer the Grant Funds in a manner consistent with the purposes of the Georgia Greenspace Act and the Rules and Regulations promulgated by DNR and the terms and conditions of this Agreement.

3. Utilize the Grant Funds to acquire interests in real property located within Fulton County; and
4. Use the Grant Funds solely for the costs of acquisition of greenspace as defined in O.C.G.A. §36-22-2(3) of the Act and the Rules and Regulations of DNR (hereinafter, "the Greenspace Property").
5. Specifically reference this Agreement in GRANTEE's deed or other instrument of acquisition of Greenspace Property, when Grant Funds were used in whole or in part for the acquisition, and recite that the State of Georgia is a third-party beneficiary under this Agreement and that, if the property is used for anything other than as Greenspace Property, the State of Georgia has a right to require specific performance of this Agreement and require that the property be returned to the use as provided herein.
6. Record on its Capital Account as Greenspace Property each interest in that land was acquired in whole or in part with Grant Funds.
7. Operate and maintain lands designated as Greenspace Property in such a manner as to achieve one or more of the nine statutory goals of the Act including, protecting or enhancing water quality, providing flood protection, providing natural habitat and corridors for native plant and animal species, protecting archaeological and historic resources, providing passive recreation, or providing connective links between lands contributing to the goals of the Georgia Greenspace Act.
8. Expend the Grant Funds by no later than June 30, 2003, unless GRANTEE is given an extension of time in writing pursuant to the Rules and Regulations promulgated by DNR.
9. In the event that GRANTEE fails to expend the Grant Funds on or before June 30, 2003, or to obtain an extension of time in writing pursuant to the Rules and Regulations promulgated by DNR, then GRANTEE shall immediately return the Grant Funds remaining in GRANTEE'S Community Greenspace Trust Fund account to DNR in certified funds to the address written above.
10. Reimburse the Georgia Greenspace Trust Fund for any principal and interest amount of the Grant Funds which were not expended as follows:
 - (a) in accordance with the terms of this Agreement, and
 - (b) in compliance with the Act and the Rules and Regulations promulgated there under.
11. Assure that no property acquired, in whole or in part, with Grant Funds is converted to any use inconsistent with the Act unless such conversion is conducted under the terms and conditions for Conversion provided below.

12. Acquire the Greenspace Property subject to a restriction in writing in the deed or other instrument of acquisition that the property must be used in perpetuity as greenspace property as provided in O.C.G.A. § 36-22-1 *et seq.* and the restriction will be enforced by the State of Georgia.

B. OPINION OF COUNSEL AND TITLE INSURANCE POLICY

After the expenditure of any Grant Funds for Greenspace Property, GRANTEE must promptly deliver to DNR an originally signed opinion of counsel regarding the interest that GRANTEE owns in the acquired Greenspace Property (fee simple or lesser interests in land as set forth in Grantee's Greenspace Program), and that GRANTEE holds good and marketable title thereto, with specific reference to the instrument or instruments of acquisition and their recording data. The opinion must be addressed to GRANTEE and DNR. It must further state that the Greenspace Property is encumbered as required by this Agreement and is not encumbered in any way prohibited by this Agreement or in any way which impairs the status or use of the Greenspace Property for the Greenspace Program. GRANTEE must further provide DNR with a copy of a consistent ALTA title insurance policy, which insures GRANTEE'S right, title and interest in the Greenspace Property, subject only to the Greenspace encumbrances or encumbrances permitted by this Agreement and which insures the interest of the State of Georgia in the Greenspace Property under this Agreement.

C. AUDIT AND ACCOUNTING

1. Pursuant to O.C.G.A. § 36-81-8.1, GRANTEE shall provide, at its own expense, an annual audit of GRANTEE's Community Greenspace Trust Fund and a completed Grant Certification Form. (A sample Grant Certification Form and the instructions for completing the same are attached hereto.)

2. GRANTEE's annual audit is to be conducted in accordance with the generally accepted government auditing standards as provided in O.C.G.A. § 36-81-7, including the Uniform Chart of Accounts mandated by O.C.G.A. § 36-81-3. Within 30 days of completion of such audits, GRANTEE shall submit to DNR, without charges or fees from DNR, copies of all audits covering the award period.

D. REPORT

GRANTEE will submit a report to DNR within 60 days after the expenditure of any Grant Funds regarding the amount of funds expended, the interest in property acquired, a copy of the recorded deed and other acquisition documents, the Georgia Greenspace Act goal furthered by acquisition of the property, a reference to the part of GRANTEE's Greenspace Program which describes the acquired property, and a property description in digital format provided by the surveyor. This report may be submitted with the opinion of counsel required by paragraph II. B. above.

III. USE OF GREENSPACE PROPERTY

A. Certain uses of Greenspace Property are not inconsistent with the Greenspace goals served by Greenspace Property. Such uses do not require converting or substituting property if the Greenspace Property is used in any of the specific ways listed in paragraphs 1 through 5 below and GRANTEE need not apply to the Commissioner of DNR for approval for these listed uses. However, recognition that a particular use is not inconsistent with the purpose served by the Greenspace Property does not affect in any way GRANTEE's responsibility to obtain all necessary permits, or GRANTEE's obligation to comply with all local, state and federal requirements to undertake the proposed activity on Greenspace Property.

1. UTILITIES - The construction, operation, repair, maintenance, or removal of underground utilities in a manner that does not significantly affect the recreational utility, natural resources protection, or habitat value of the land, and which does not hamper the ability of the property to meet the goals of the Act, will not constitute a conversion.

2. PUBLIC FACILITIES - Construction of minimal public facilities such as benches, swing sets, slides, picnic tables, grills, bathrooms, or shelters, to the extent needed to accommodate the users of that property, and covering less than 5% of the total Greenspace Property area, will not constitute a conversion.

3. TRAILS AND PATHS - Trails associated with passive recreational uses or alternative transportation routes for pedestrians or bicycle travel, provided that less than 5% of the total Greenspace Property is covered in impervious-surfaced trails and that there are not significant negative impacts on natural resource values of the property, will not constitute a conversion.

4. ACCESS FACILITIES – Parking areas, boat ramps and necessary access roads, which limit as much as possible the use of impervious surfaces, which do not have significant negative impacts on natural resource values of the property, are limited to accommodate only the users of the Greenspace Property, and which do not cover more than 5% of the Greenspace Property will not constitute a conversion.

5. TOTAL DEVELOPED AREA - When totaled, the Greenspace Property developed for Public Facilities, Trails and Paths and Access shall not exceed 15% of the Greenspace Property.

B. GRANTEE must apply to the Commissioner of DNR in writing for approval of other types of development or use of Greenspace Property which GRANTEE believes to also not be inconsistent with the Greenspace goals served by Greenspace Property. The decision of the Commissioner that a proposed use is or is not consistent with the Greenspace goals of the Greenspace Property shall be conclusive and not subject to appeal under the Georgia Administrative Procedures Act or any other judicial or appellate proceedings.

IV. RELATIONSHIP

No agency relationship is created by this Agreement and neither GRANTEE nor its employees are agents or representatives of DNR or the State of Georgia. GRANTEE shall act at its own sole cost and liability in implementing the Grant.

V. THIRD-PARTY BENEFICIARY

The State of Georgia is a third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement specifically in equity and at law.

VI. PERPETUAL TERM

This Agreement commences as the date referenced above and, pursuant to the Georgia Constitution, Ga. Const. 1983, Art. VII, Sec. III, Para. III, and the legislation creating the Greenspace Program, O.C.G.A. §36-22-3, it shall continue in perpetuity.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. The local government attorney of GRANTEE shall issue an opinion that GRANTEE has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of GRANTEE has been properly authorized and empowered to enter into this Agreement.
- B. GRANTEE agrees that it has complied, and will continue to comply, with the requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated pertaining to open meetings, and with Chapter 18-70 *et. seq.* of Title 50 of the Official Code of Georgia Annotated pertaining to open records, in regard to Greenspace Program activities.
- C. GRANTEE further acknowledges that it has read this agreement, understands it, and agrees to be bound by it.
- D. This Agreement contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.
- E. GRANTEE shall not assign its right, title or interest hereunder or delegate any of its duties or obligations without the express written consent of DNR.

F. Any failure by DNR to enforce performance by the GRANTEE of any provision of this Agreement shall not impact or affect the right of DNR to thereafter strictly enforce this Agreement, nor shall any action of DNR be construed as a waiver of any breach or a modification or rescission of the Agreement.

G. GRANTEE hereby attests that none of its officials have violated any applicable conflict of interest provisions, under either state law (O.C.G.A. §§45-10-21 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any applicable local ordinance, charter, rule, or regulation and that they shall comply with the same throughout the term of this Agreement.

H. No report, survey, or other document produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of GRANTEE.

I. Time is of the essence of this Agreement.

IX. REQUIREMENTS FOR CONVERTING GREENSPACE PROPERTY

A. BACKGROUND

1. GRANTEE agrees that the intention of the Georgia General Assembly in enacting the Georgia Greenspace Act was that any interest in real property acquired in whole or in part with Grant Funds ("Greenspace Property"), should, in perpetuity, achieve the goal of preserving that Greenspace Property in a natural or undeveloped condition, or in a condition that achieves one or more of the statutory goals provided in the Act. In accepting Grant Funds, GRANTEE acknowledges this legislative intent to permanently preserve Greenspace Property for future generations.

2. DNR recognizes that in a rare, exceptional circumstance, GRANTEE may find it necessary to convert Greenspace Property to property used for some alternative public purpose. In that event, GRANTEE agrees to the following mandatory requirements for achieving such a conversion:

(a) GRANTEE may make a proposal to the Commissioner that GRANTEE be permitted to substitute other property which is located entirely in Fulton County in lieu therefore ("Substituted Property").

(b) The Substituted Property must meet one or more of the Act's goals. It is preferred that the Substituted Property would address the same Greenspace goal as the property being converted, but if that is not feasible, the Substituted Property should provide comparable value to the Greenspace Program as the Greenspace Property being converted. The Substituted Property must have been acquired, (or if not yet acquired, will be acquired) by GRANTEE with funds other than Georgia Greenspace Trust Funds or interest thereon.

(c) GRANTEE must provide in writing a document showing that the proposed conversion was approved by two-thirds of its local governing body after a duly advertised public hearing on the issue. GRANTEE shall attach a transcript of the public hearing to its request for conversion.

(d) GRANTEE must provide the public with the information listed in Section VII, B below at least 10 days prior the public hearing.

(e) GRANTEE must obtain the written approval of the Commissioner of the Department of Natural Resources accepting the Substituted Property.

(f) The Substituted Property must be of equal or greater monetary value and of equal or greater value to the Georgia Greenspace Program as the Greenspace Property.

(g) These conversion provisions apply to the use of any Georgia Greenspace Trust Fund money, or interest thereon, regardless of the percentage of such Funds utilized for the acquisition of the interest in real property.

(h) GRANTEE is responsible for compliance with these provisions.

(i) The State of Georgia is responsible for enforcement of these provisions.

B. PREREQUISITES TO CONSIDERATION OF CONVERSION REQUESTS

Before requesting the Commissioner of Natural Resources to accept a proposed property substitution, the Grantee shall, in writing:

1. Evaluate all practical alternatives to the conversion and prepare explanations why those alternatives are rejected,
2. Provide appraisals prepared in accordance with uniform appraisal standards, which establish the fair market value of the Greenspace Property and property GRANTEE proposes to substitute.
3. Provide a written evaluation of the natural resource value of the Greenspace Property and the property GRANTEE proposes to substitute.
4. Provide a written evaluation of the Greenspace Property and the property GRANTEE proposes to substitute with respect to the goal(s) of the Greenspace Program each serves or will serve.
5. Provide documents establishing that the property GRANTEE proposes to substitute is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia Greenspace Act and the Rules and Regulations promulgated there under or any other analogous federal or state program. The Substituted Property must be newly protected property.

6. If GRANTEE already owns the Substituted Greenspace Property, GRANTEE must deliver to DNR an originally signed opinion of counsel that GRANTEE owns the Substituted Greenspace Property in fee simple, or with all other right and interest required for the specific Property by GRANTEE Greenspace Program, and holds good and marketable title thereto, with specific reference to the instrument or instruments of acquisition and their recording data. The opinion must be addressed to GRANTEE and DNR. It must further state that the Substituted Greenspace Property will be encumbered as required by this Agreement and is not encumbered in any way prohibited by this Agreement or in any way which impairs the status or use of the Substituted Greenspace Property for the Greenspace Program. After acceptance of the substitution by the Commissioner of DNR, GRANTEE must further provide DNR with a copy of a consistent ALTA title insurance policy, which insures GRANTEE'S right, title and interest in the Substituted Greenspace Property, subject only to the Greenspace encumbrances or encumbrances permitted by this Agreement and a copy of the recorded deed and other acquisition documents. If GRANTEE does not yet own the Substituted Greenspace Property, GRANTEE must certify that these conditions will be met upon GRANTEE's acquisition of the Substitute Greenspace Property.
7. Identify the means by which the property GRANTEE proposes to substitute will be given permanent legal protection.
8. Evaluate the public usefulness of the location, accessibility, connectivity to other properties, water quality enhancement capability, water storage capacity, habitat value, scenic or historic values, or other Georgia Greenspace Act goals of the existing Greenspace Property and the property GRANTEE proposes to substitute.
9. Provide the written concurrence of three-fourths of the owners of property which is adjacent to the existing Greenspace Property.
10. On sites which are being partially converted, provide an evaluation of the projected impact of use of the proposed partially converted Greenspace Property on the remaining Greenspace Property.
11. The information above shall be made available to the public at least 10 days prior a public hearing held by GRANTEE regarding the proposed conversion of the Greenspace Property.

C. ACTION BY DNR

The Commissioner shall act upon a proposed conversion request within 60 days of its receipt, or provide a letter to the local governing body regarding the reason additional time is needed to act upon the request. The Commissioner has the authority to disapprove conversion requests and reject proposed property substitutions. Disapproval of a conversion request by the Commissioner shall be conclusive and not subject to appeal under the Georgia Administrative Procedures Act or any other judicial or appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

CITY OF COLLEGE PARK

By: [Signature]
Lonice Barrett, Commissioner

By: [Signature]
Jack Longino, Mayor

Sworn to and subscribed before me this 13th day of June, 2001.

Sworn to and subscribed before me this 12th day of June, 2001.

[Signature]
Notary Public

[Signature]
Notary Public, Upson County, Georgia
My Commission Expires Feb. 2, 2003



Exhibit B

City of College Park Resolution to Substitute Property Pursuant to OCGA 36-22-3

Exhibit C

**City of College Park Public Notice
RE: Substitution of Property pursuant to OCGA 36-22-3**

PUBLIC NOTICE
PURSUANT TO OCGA 36-22-3, THE GEORGIA GREENSPACE ACT,
NOTICE OF SUBSTITUTION OF PROPERTY

In September of 2003, the City of College Park entered into an agreement with Fulton County and the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program. The City finds that it is necessary to convert that property from the greenspace Program to be used for an alternate public purpose. This public notice complies with Georgia Law allowing for the substitution of property that meets the criteria of the greenspace program and is eligible for substitution.

The city has evaluated all practical alternatives to the conversion of the subject property and has determined that there is no other alternative then to convert the property to another public purpose. The property to be converted from the program is adjacent to and is in some part surrounded by the development that is the airport city project. The airport city project cannot reach its public potential without the inclusion of the converted property.

The property to be converted from the program has been appraised and the property being submitted to the commissioner of the Georgia Department of Natural Resources has also been appraised. These appraisals are available in the office of the executive director of the College Park Development Authority. These appraisals clearly show that the substituted property is of greater value than the property to be converted.

While the property to be converted has little or no natural resource preservation value, the property to be substituted, has great value to the preservation of the stream buffer and erosion control measures for the area that will be the airport city project. Additionally, the property to be converted will create a passive recreation area while also allowing for better natural habitats and corridors for native plants and animals.

The property to be substituted is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia greenspace act and the rules and regulations promulgated thereunder or any other analogous federal or state program. They substituted property will be newly protected property.

The attorney of record for the College Park Development Authority has provided an opinion of counsel that the City or the College Park Development Authority already own the property to be substituted, in fee simple title. It is the intent of the City or the College Park Development Authority to include in its deed of conveyance, a permanent easement applying all the covenants and restrictions of the Georgia greenspace Program, in perpetuity.

The City of College Park and the Development Authority of the City of College Park are the only adjacent property owners to the substituted property and the property to be converted from the program. Any questions please refer to the executive director of the College Park Development Authority. BIDA Executive Director Artie Jones III

Exhibit D

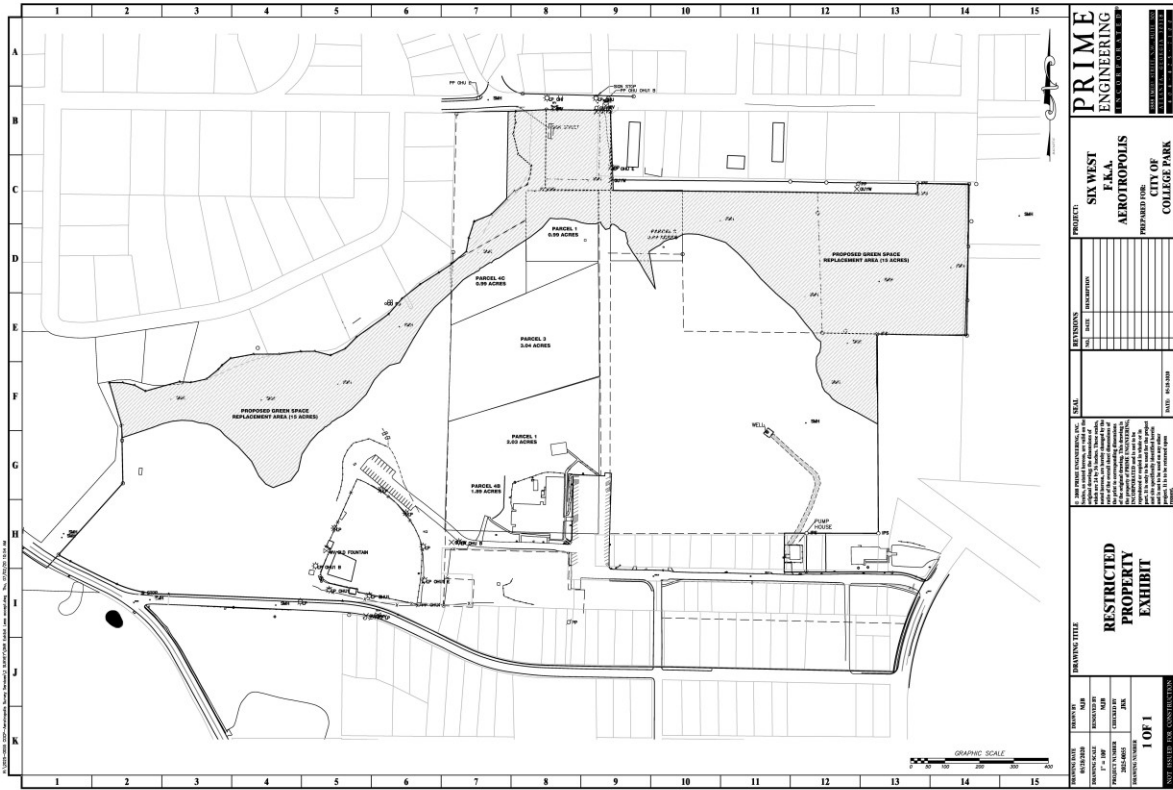
Appraisal Summaries

Currently dedicated greenspace properties:

- Parcel 2/Survey Tract 4B (Brady Recreation Center and Ballfield)
- Parcel 1/Survey Tract 2 (vacant)

Proposed greenspace property:

15.0 acre tract



**APPRAISAL REPORT
OF A 15.00 ACRE LAND PARCEL
AS PART OF A LARGER 56.00 ACRE
UNDEVELOPED LAND TRACT**

**LOCATED ON SOUTH SIDE
OF RUGBY DRIVE &
NORTHERN SIDE OF REDWINE ROAD**

**LAND DISTRICT 14 – LAND LOT 191
COLLEGE PARK, FULTON COUNTY, GEORGIA**

**PREPARED FOR
CITY OF COLLEGE PARK
BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

**EFFECTIVE DATE OF VALUE
APRIL 29, 2020**

**PREPARED BY
ROBERT WILSON
Certified General NO. 1497**

POINT SOUTH APPRAISAL SERVICES

**POINT SOUTH APPRAISAL SERVICES
3222 SOUTH BAY DRIVE
JONESBORO, GEORGIA 30236**

Robert Wilson
GCGRPA No. 1497
Associate Appraiser

770-714-8139 Office
pointsouthappraisalservices@gmail.com

Travis Wilson, MAI
GCGRPA No. 255779
Associate Appraiser

August 27, 2020

City of College Park
Business and Industrial Development Authority
3667 Main Street
College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA
Director of Economic Development

Ref: Appraisal of Property
1.087 Acre Land Parcel (Rear Area)
3571 Brenningham Street
BIDA Parcel No. 2 – Survey Tract 4B
Land District 14 – Land Lot 191
College Park, Fulton County, Ga.

Dear Mr. Jones:

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority (BIDA)* and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA
August 27, 2020
Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The property is identified by the client as a 1.087 acre land tract or land parcel located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject is further identified as part of a larger overall development plan termed “Airport City” or “Aerotropolis” with approximately 400 + acres planned for various development and community use. The location is placed toward the center of a large development by Six Development off the west side of Brenningham Street and less than a ¼ mile NE of the College Park Public Golf Course. This location is presently zoned PC – Park.

The subject 1.087 acres is further identified as the western section of a “Parent Tract” that contains 2.033 total acres prior to the division of the “Subject” 1.087 acres. The “Parent Tract” is identified as the Brady Center – a Community Recreation Center with an existing 17,000 SF (+/-) functioning structure; and parking lot. The “Subject Tract” is land only without building or parking improvements.

Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA
August 27, 2020
Page 3

Based on our investigation and analysis, it is our opinion that the “As Is” Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of August 17, 2020; the date of our initial physical inspection of the property is:

1.087 Acre Unimproved Land Parcel
Forty Five Thousand Dollars
(\$45,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 56 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,



Robert Wilson
GCGRPA No. 1497
Certified General Appraiser

**APPRAISAL REPORT –
DATA OF RECORD**
(File No. PS10452CNX)

OWNERSHIP RECORD:	City of College Park - Business & Industrial Development Authority
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
 CLIENT:	 City of College Park - BIDA
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
Care Of:	Mr. Artie Jones, III MPA
Telephone:	(404) 669-3764
 PROPERTY INFORMATION:	 1.087 Acres – Unimproved
Address:	3571 Brenningham Street
City / State:	College Park, Georgia 30337
 County:	 Fulton County
 Land District:	 14th
 Land Lots:	 191
 Atlanta SMA:	 520
 State / County Code:	 13121
 FEMA Flood Panel:	 13121C-0362F (09/18/2013)
 Tax Assessor Map No:	 14-0191 0008 055 6
 Tax Assessor Value:	 \$1,879,200 (“Parent Tract”)
 BIDA Identifications:	 BIDA Parcel No.2 > SurveyTract 4B

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

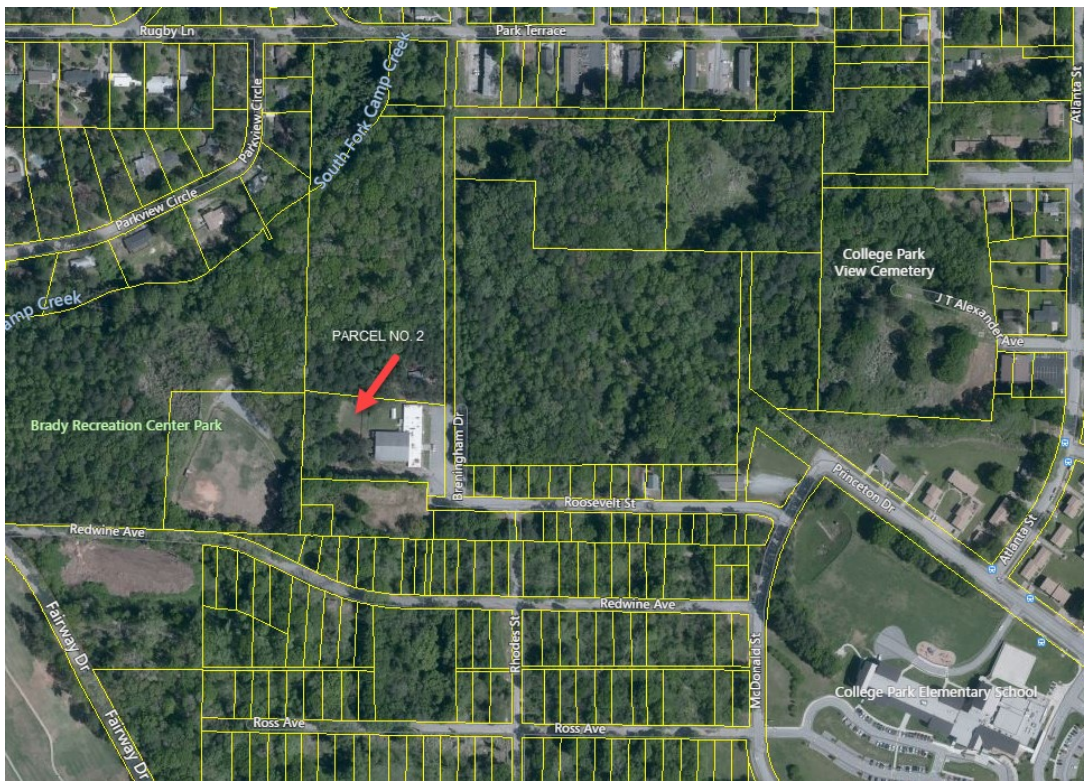
Identification of Property:	1.087 Acre Unimproved Land Parcel
Address:	3571 Brenningham Street (Rear Portion)
City / State:	College Park, Georgia 30337
Type of Property:	Mixed Use
Present Use of Property:	Public Property – City of College Park
Adjoining LandUse :	“ <i>Aerotropolis</i> “ – Mixed Use / Residential / Golf Course
Highest and BestUse:	Commercial – Planned Unit Development; Mixed Use
Interest Appraised:	Fee Simple Interest
Effective Date of Appraisal:	August 17, 2020
Land Area:	1.087 Acres (47,350 SF)
Primary Improvements:	None – Not Applicable
Road Frontage: (+/-)	265 LF – Brenningham Street (“Parent Tract”) (0 LF “Subject Tract”)
Topography:	Mixed Open / Wooded - Level
Flood Plain / Wetlands:	None per FEMA Panel / Engineer Survey
Public Utilities:	County / City water, sanitary sewer, electricity, natural gas, telephone in neighborhood
Private Utilities:	None known

SUMMARY OF SALIENT FACTS AND CONCLUSIONS
(As Continued)

Primary Zoning District:	PC – Park College Park Zoning Authority
Area Daily Traffic Count:	Washington Rd – 11,500 Cars Main Street – 13,700 Cars Camp Creek Pkwy – 38,800 Cars Interstate 85 - 97,900 Cars Brenningham St. - Minimal
Exposure Period:	12 Months
Market Range of Comparison Sale Tracts:	\$48,000 to \$309,000
Market Range Per Acre:	\$36,923/Acre to \$44,444/Acre
Market Sale Time Period:	February 2019 thru December 2019
Valuation – 3.00 Acre Parcel	
Cost Approach	N/A
Sales Comparison Approach	\$45,000
Income Capitalization Approach	N/A
“As Is - Opinion of Market Value: 1.087 Acre Land Parcel (Subject Tract)	\$45,000
“As Is - Opinion of Market Value: 2.033 Acre Land Parcel (Parent Tract)	\$80,000

IDENTIFICATION OF THE PROPERTY BIDA TRACT NO. 2 – SURVEYOR TRACT NO. 4B

The subject property is identified as a 1.087 acre – unimproved land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject is further identified as part of a larger overall development plan termed “Airport City” or “Aerotropolis” with approximately 400 + acres planned for various development and community use.



Aerial View Of Subject Property – Parcel No.2

The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

**POINT SOUTH APPRAISAL SERVICES
3222 SOUTH BAY DRIVE
JONESBORO, GEORGIA 30236**

Robert Wilson
GCGRPA No. 1497
Associate Appraiser

770-714-8139 Office
pointsouthappraisalservices@gmail.com

Travis Wilson, MAI
GCGRPA No. 255779
Associate Appraiser

August 26, 2020

City of College Park
Business and Industrial Development Authority
3667 Main Street
College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA
Director of Economic Development

Ref: Appraisal of Property
0.506 Acre Land Parcel
Northern End of Brenningham Street
BIDA Parcel No. 1 – Survey Tract No. 2
Land District 14 – Land Lot 191
College Park, Fulton County, Ga.

Dear Mr. Jones:

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority (BIDA)* and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA
August 26, 2020
Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The property is identified by the client as a 0.506 acre land tract or land parcel located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject is further identified as part of a larger overall development plan termed “Airport City” or “Aerotropolis” with approximately 400 + acres planned for various development and community use. The location is placed toward the northern center of the larger development by Six West Development along the east side of Brenningham Street and about a ¼ mile NE of the College Park Public Golf Course. This location is presently zoned OP – Office Professional District.

The subject 0.506 acres is further identified as a northern portion of a “Parent Tract” that contains 11.51 total acres prior to any division; further identified as Assessor Tax Map 14 – 191 0008 047 3. 0.884 acres that includes the 0.506 acres has been designated for use as “park use or open land” by way of DNR funds provided to College Park – a number of years ago under a DNR program. It is important to note that the remainder 0.378 acres of the 0.884 acres has been included in a previous appraisal (PS10442CN) that totaled 15.00 acres. The remaining 0.506 acres of the 0.884 acres is the subject of this report. No other documents have been provided for the report reader, our use or review other than the enclosed survey plats provided within the report.

Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA
August 26, 2020
Page 3

Based on our investigation and analysis, it is our opinion that the “As Is” Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of August 17, 2020; the date of our initial physical inspection of the property is:

0.506 Acre Undeveloped Land Parcel
Twenty Thousand Dollars
(\$20,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 54 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,



Robert Wilson
GCGRPA No. 1497
Certified General Appraiser

**APPRAISAL REPORT –
DATA OF RECORD**
(File No. PS10451CNX)

OWNERSHIP RECORD:	City of College Park - Business & Industrial Development Authority
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
CLIENT:	City of College Park - BIDA
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
Care Of:	Mr. Artie Jones, III MPA
Telephone:	(404) 669-3764
PROPERTY INFORMATION:	0.506 Acres – Undeveloped
Address:	North End of Brenningham Street
City / State:	College Park, Georgia 30337
County:	Fulton County
Land District:	14th
Land Lots:	191
Atlanta SMA:	520
State / County Code:	13121
FEMA Flood Panel:	13121C-0362F (09/18/2013)
Tax Assessor Map No:	14-019100080473
Tax Assessor Value:	\$209,400 (“Parent Tract”)
BIDA Identifications:	BIDAParcel No.1> Survey Tract No. 2

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification of Property: Address: City / State:	0.506 Undeveloped Land Parcel North End Brenningham Street College Park, Georgia 30337
Type of Property:	Mixed Use
Present Use of Property:	Investment Holding
Adjoining Land Use :	“Aerotropolis “ – Mixed Use / Residential / Park
Highest and Best Use:	Planned Unit Development; Mixed Use
Interest Appraised:	Fee Simple Interest
Effective Date of Appraisal:	August 17, 2020
Land Area:	0.506 Acres (22,041 SF)
Primary Improvements:	None – Not Applicable
Road Frontage: (+/-)	Northern End of Brenningham Street (Right of Way – Closed)
Topography:	Woodland; Rolling, Slope, Creek Area
Flood Plain / Wetlands:	None per FEMA Panel / Engineer Survey
Public Utilities:	County / City water, sanitary sewer, electricity, natural gas, telephone in neighborhood
Private Utilities:	None known

continued

SUMMARY OF SALIENT FACTS AND CONCLUSIONS
(As Continued)

Primary Zoning District:	OP – Office Professional District College Park Zoning Authority
Area Daily Traffic Count:	Washington Rd – 11,500 Cars Main Street – 13,700 Cars Camp Creek Pkwy – 38,800 Cars Interstate 85 - 97,900 Cars Brenningham St. - Minimal
Exposure Period:	12 Months
Market Range of Comparison Sale Tracts:	\$48,000 to \$309,000
Market Range Per Acre:	\$36,923/Acre to \$44,444/Acre
Market Sale Time Period:	February 2019 thru December 2019
Valuation – 0.506 Acre Parcel	
Cost Approach	N/A
Sales Comparison Approach	\$20,000
Income Capitalization Approach	N/A
<i>“As Is - Opinion of Market Value: 0.506 Acre Land Parcel (Subject Tract)</i>	<i>\$20,000</i>
<i>“As Is - Opinion of Market Value: 11.51 Acre Land Parcel (Parent Tract)</i>	<i>\$420,000</i>

IDENTIFICATION OF THE PROPERTY BIDA TRACT NO. 1 – SURVEYOR TRACT NO. 2

The subject property is identified as a 0.506 acre – undeveloped land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject is further identified as part of a larger overall development plan termed “Airport City” or “Aerotropolis” with approximately 400 + acres planned for various development and community use.



Aerial View Of Subject Property – BIDA Parcel No.1

The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

LEGAL DESCRIPTION

The subject is located in the 14th Land District – Land Lot 191 of Fulton County. The subject property (“Parent Tract”) is noted in the Fulton County Tax Map system, and it has been provided a Tax Map Parcel Number. County records indicate the last known recorded legal is found in Deed Book / Page: 31035 – 345 dating to August 30, 2001.. Tax Map: 14 – 191 0008 047 3

**POINT SOUTH APPRAISAL SERVICES
3222 SOUTH BAY DRIVE
JONESBORO, GEORGIA 30236**

Robert Wilson
GCGRPA No. 1497
Associate Appraiser

770-714-8139 Office
pointsouthappraisalservices@gmail.com

Travis Wilson, MAI
GCGRPA No. 255779
Associate Appraiser

May 4, 2020

City of College Park
Business and Industrial Development Authority
3667 Main Street
College Park, Georgia 30337

Attn: Mr. Artie Jones, III - MPA
Director of Economic Development

Ref: Appraisal of Property
15.00 Acre Land Tract
As Part of 56.00 Acres
Six West Development Plan
College Park, Fulton County, Ga.

Dear Mr. Jones

In accordance with your request and authorization, Point South Appraisal Services has personally inspected and appraised the above captioned property. The purpose of this appraisal is to provide a reasonable and documented opinion of the Market Value of the Fee Simple Interest in the subject property. It is our understanding that this report will be used for internal decision making by the client; the *City of College Park Business and Industrial Development Authority* (BIDA) and there assigns. Enclosed is the written report provided in the *Appraisal Report* format containing the pertinent data, facts and analysis of this information.

The report is intended prepared in conformity and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as authored by the Appraisal Foundation, Standards Rule 2-2, (a) and the

City of College Park - BIDA
May 4, 2020
Page 2

requirements set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), updated in 1994 and further updated by the Appraisal Foundation promulgated in 2019-2020 USPAP.

The subject property is identified as a 56.00 acre – undeveloped land tract; located in the incorporated city limits of College Park, in Fulton County. The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject is further identified as part of a larger overall development plan termed “Airport City” or “Aerotropolis” with approximately 400 + acres planned for various development and community use. Currently, the subject 56 acres has been carved out of the Aerotropolis overall plan and is in a stage of being acquired by a development company – Six West Development; subject to further rezoning and final plan approval by the City of College Park and its Development Authority. The appraisal assignment calls for a valuation of the property as a total 56 acre land tract that conforms to the various approved uses planned within Aerotropolis. Subsequent to the valuation of the whole tract; a separate valuation is requested of land within the boundary of the 56 acres that is designated as 15 acres of “Green Space”. The intended use as common area land, open space, buffer; park area – being generally undisturbed land that includes a portion of a tributary to Camp Creek, identified as State Waters.

Employment of the appraiser was not conditional upon the appraiser producing a specific value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based upon whether a loan application is approved or disapproved. The subject property has not been previously appraised by signed appraiser.

City of College Park – BIDA
May 4, 2020
Page 3

Based on our investigation and analysis, it is our opinion that the “As Is” Market Value of the Fee Simple Interest of the subject property, subject to the Limiting Conditions and Assumptions contained herein, as of April 29, 2020; the date of our initial physical inspection of the property is:

“PARENT TRACT”
AS A 56.00 ACRE LAND TRACT
TWO MILLION FOUR HUNDRED THOUSAND DOLLARS
(\$2,400,000)

“GREEN SPACE”
AS A CONTIGUOUS – UNDIVIDED 15.00 ACRE LAND TRACT
FIVE HUNDRED FIFTY THOUSAND DOLLARS
(\$550,000)

Printed reproduction copies of the appraisal report are recommended produced with a color copier due to the number of multi-colored photo's, plats, diagrams and other material included within the body of the report. Required to properly illustrate the subject property. This report contains 52 Numbered Pages.

We appreciate the opportunity to be of service with this property. Please call if we can be of further assistance in this or your other real estate appraisal matters.

Sincerely,



Robert Wilson
GCGRPA No. 1497
Certified General Appraiser

**APPRAISAL REPORT –
DATA OF RECORD**
(File No. PS10442CNX)

OWNERSHIP RECORD:	City of College Park - Business & Industrial Development Authority
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
CLIENT:	City of College Park - BIDA
Address:	3667 Main Street
City / State:	College Park, Georgia 30337
Care Of:	Mr. Artie Jones, III MPA
Telephone:	(404) 669-3764
PROPERTY INFORMATION:	56 Acres – Undeveloped
Address:	North side of Redwine Avenue
City / State:	College Park, Georgia 30337
County:	Fulton County
Land District:	14th
Land Lots:	192
Atlanta SMA:	520
State / County Code:	13121
FEMA Flood Panel:	13121C-0362F (09/18/2013)
Tax Assessor Map No:	(59 +/-) Tax Maps – (See Pg. 26)
Tax Assessor Value:	(59 +/-) Tax Parcels - Undetermined

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Identification of Property:	56.00 Undeveloped Land Tract
Address:	North Side Redwine Avenue
City / State:	College Park, Georgia 30337
Type of Property:	Mixed Use – Com. / Residential
Present Use of Property:	Investment Holding
Adjoining Land Use :	“Aerotropolis “ – Mixed Use / Residential / Golf Course
Highest and Best Use:	Commercial – Planned Unit Development; Mixed Use
Interest Appraised:	Fee Simple Interest
Effective Date of Appraisal:	April 29, 2020
Land Area – “Parent Tract”	56.00 Acres
Land Area – “Green Space”	15.00 Acres
Primary Improvements:	None – Not Applicable
Road Frontage: (+/-)	2500 LF – Redwine Ave. 800 LF – Roosevelt St. 200 LF - Park Terrace
Topography:	Primarily Woodland Tract; Variable > Rolling, Slope, Level
Flood Plain / Wetlands:	Meandering Tributary – Camp Creek 56.00 Tract > 3.11 Acres > 5.56% 15.00 Tract > 3.11 Acres > 20.70%
Public Utilities:	County / City water, sanitary sewer, electricity, natural gas, telephone

continued

SUMMARY OF SALIENT FACTS AND CONCLUSIONS
(As Continued)

Private Utilities:	None known
Primary Zoning District:	OP – Office Professional College Park Zoning Authority
Area Daily Traffic Count:	Washington Rd – 11,500 Cars Main Street – 13,700 Cars Camp Creek Pkwy – 38,800 Cars Interstate 85 - 97,900 Cars
Exposure Period:	12 Months
Market Range of Comparison Sale Tracts:	\$48,000 to \$4,250,000
Market Range Per Acre:	\$27,899/Acre to \$52,686/Acre
Market Sale Time Period:	May 2019 thru December 2019
Valuation – 56.00 Tract	
Cost Approach	N/A
Sales Comparison Approach	\$2,400,000
Income Capitalization Approach	N/A
Valuation – 15.00 Tract	
Cost Approach	N/A
Sales Comparison Approach	\$550,000
Income Capitalization Approach	N/A
<i>“As Is - Opinion of Market Value: Entire 56.00 Acre Land Tract</i>	<i>\$2,400,000</i>
<i>“As Is - Opinion of Market Value: Contiguous Portion 15.00 Acre Parcel</i>	<i>\$550,000</i>

IDENTIFICATION OF THE PROPERTY

The subject property is identified as a 56.00 acre – undeveloped land tract as an assemblage of approximately 59 current – contiguous individual tax map plats. Three primary right of way join the property boundaries to include Park Terrace / Rugby Lane along its northern boundary; Redwine Avenue along its southern boundary and Fairway Drive just off of its southwestern boundary. There are no building improvements on the property; and no certain street address / number system has been provided.



Aerial View Of Subject Property

The subject property is located about 0.80 radial mile west of the College Park – Main Street downtown business district and about 1.60 radial miles NW of the Hartsfield – Jackson International Airport – Main Terminal entrance. The location is placed approximately 8 radial miles southwest of Atlanta’s Central Business District. The subject property is further identified by various plats, maps, documents and photographs found within the body of this report.

LEGAL DESCRIPTION

The subject is located in the 14th Land District – Land Lot 191 of Fulton County. The 56.00 acre parent tract is comprised of approximately 53 small, typical former residential building lots and six (6) larger small acreage tracts; and as such presently has a total of about 59 separate tax map numbers. The 15.00 acre parcel planned for division from the 56.00 acre parent tract is included “as part of” only five (5) of the tax map numbers; being the larger acreage size parcels

Exhibit D

Appraisal Summaries

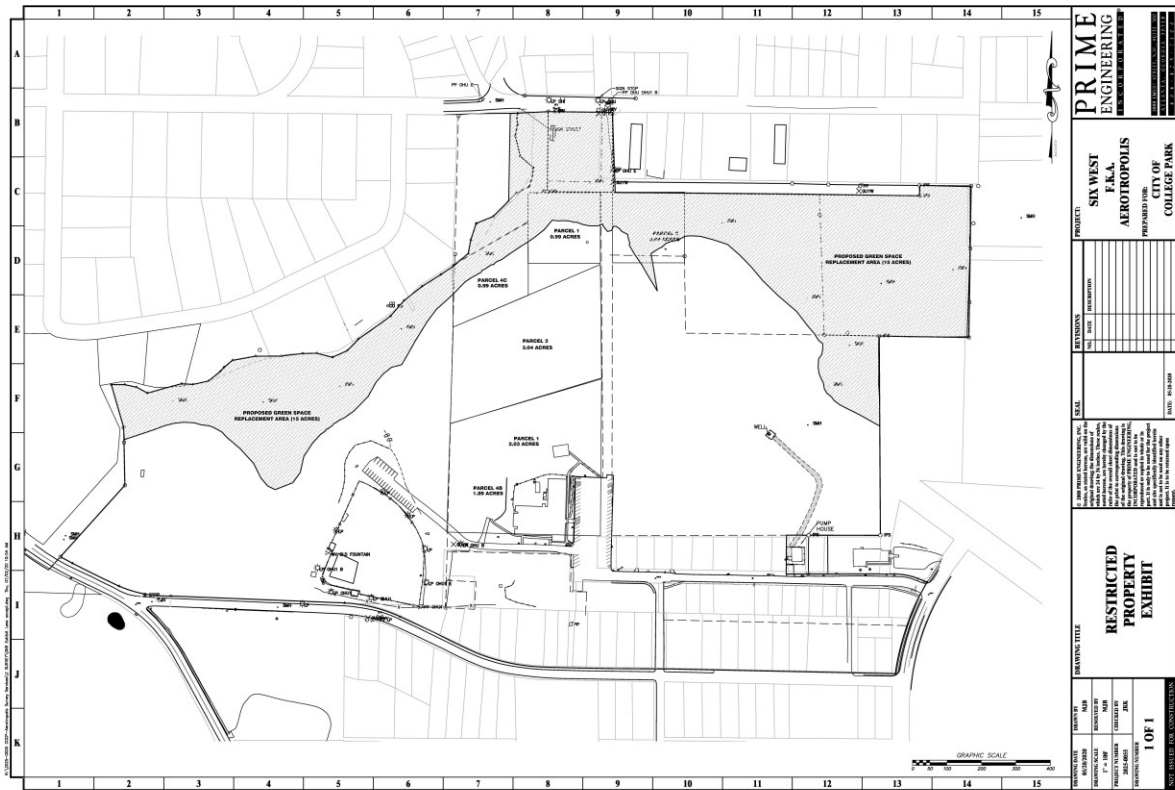
Currently dedicated greenspace properties:

Parcel 2/Survey Tract 4B (Brady Recreation Center and Ballfield)

Parcel 1/Survey Tract 2 (vacant)

Proposed greenspace property:

15.0 acre tract



**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION NO: 2020-13

A RESOLUTION TO FACILITATE THE SUBSTITUTION OF CERTAIN PROPERTY PURSUANT TO OCGA 36-22-3, THE GEORGIA GREENSPACE ACT, AND DIRECT THE COLLEGE PARK BUSINESS AND DEVELOPMENT AUTHORITY TO EXECUTE

WHEREAS, the City of College Park (“City”) is a political subdivision of the State of Georgia (“State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and,

WHEREAS, the Mayor and City Council of the City (“City Council”) are authorized to exercise all redevelopment and other powers authorized or granted to municipalities pursuant to Chapter 44 of Title 36 of the O.C.G.A.; and,

WHEREAS, Sec. 2-6 of the City Charter provides the City Council authority to acquire, by gift, purchase, condemnation or otherwise, the necessary property, rights, franchises and easements to establish, build, maintain and operate a public park or system of public parks, golf course or courses, and recreational ground or grounds, within the corporate limits of the City, and/or without and adjacent to the corporate limits of the City, for the convenience, recreation and pleasure of the general public; and,

WHEREAS, in June, 2001, pursuant to OCGA 36-22-3 (the “Greenspace Act”), the City entered into an agreement with Fulton County (“County”) and the Georgia Department of Natural Resources (“DNR”) to set aside certain property as part of the Georgia Greenspace Program (“Greenspace Agreement”); and,

WHEREAS, the City has evaluated the current property dedicated in the Greenspace Agreement (“Current Greenspace”) and finds it has little or no natural resource preservation value and desires to convert the Current Greenspace to another public purpose and substitute replacement Greenspace Property with a greater value to the preservation of the stream buffer and erosion control measures for the designated area (“Substitute Greenspace”), said Current Greenspace and Substitute Greenspace are more particularly shown on Exhibit “A” which is attached hereto and incorporated herein; and,

WHEREAS, the City further finds the Substitute Greenspace is not currently, nor has it previously been, permanently protected greenspace property as defined in the Greenspace Act and the rules and regulations promulgated thereunder or any other analogous federal or state program and the Substitute Greenspace will be newly protected property; and,

WHEREAS, in compliance with the Program Agreement and Georgia Law, the City has provided Public Notice, a copy of which is attached hereto as Exhibit “B” and incorporated herein; and,

WHEREAS, The College Park Business and Industrial Development Authority (“BIDA”) are the owners of the Current Greenspace and Substitute Greenspace and all properties adjacent to the Current and Substitute Greenspaces; and,

WHEREAS BIDA Chairperson and Secretary-Treasurer are duly authorized, under seal, to execute the documents necessary to facilitate the substitution of the Current Greenspace and Substitute Greenspace;

NOW, THEREFORE, BE IT RESOLVED by the City College Park while in regular session on _____, 2020, at _____ p.m.:

1. The City approves the conversion of the Current Greenspace to another public purpose and the replacement by the Substitute Greenspace pursuant to the Georgia Greenspace Act.
2. The BIDA Chairperson and Secretary-Treasurer are authorized to take execute all documents required to effectuate the intent of this resolution.
3. The BIDA Attorney is authorized to take such other actions deemed necessary to effectuate the intent of this resolution.

RESOLVED this 5th day of October, 2020.

APPROVED:

BIANCA MOTLEY BROOM, Mayor

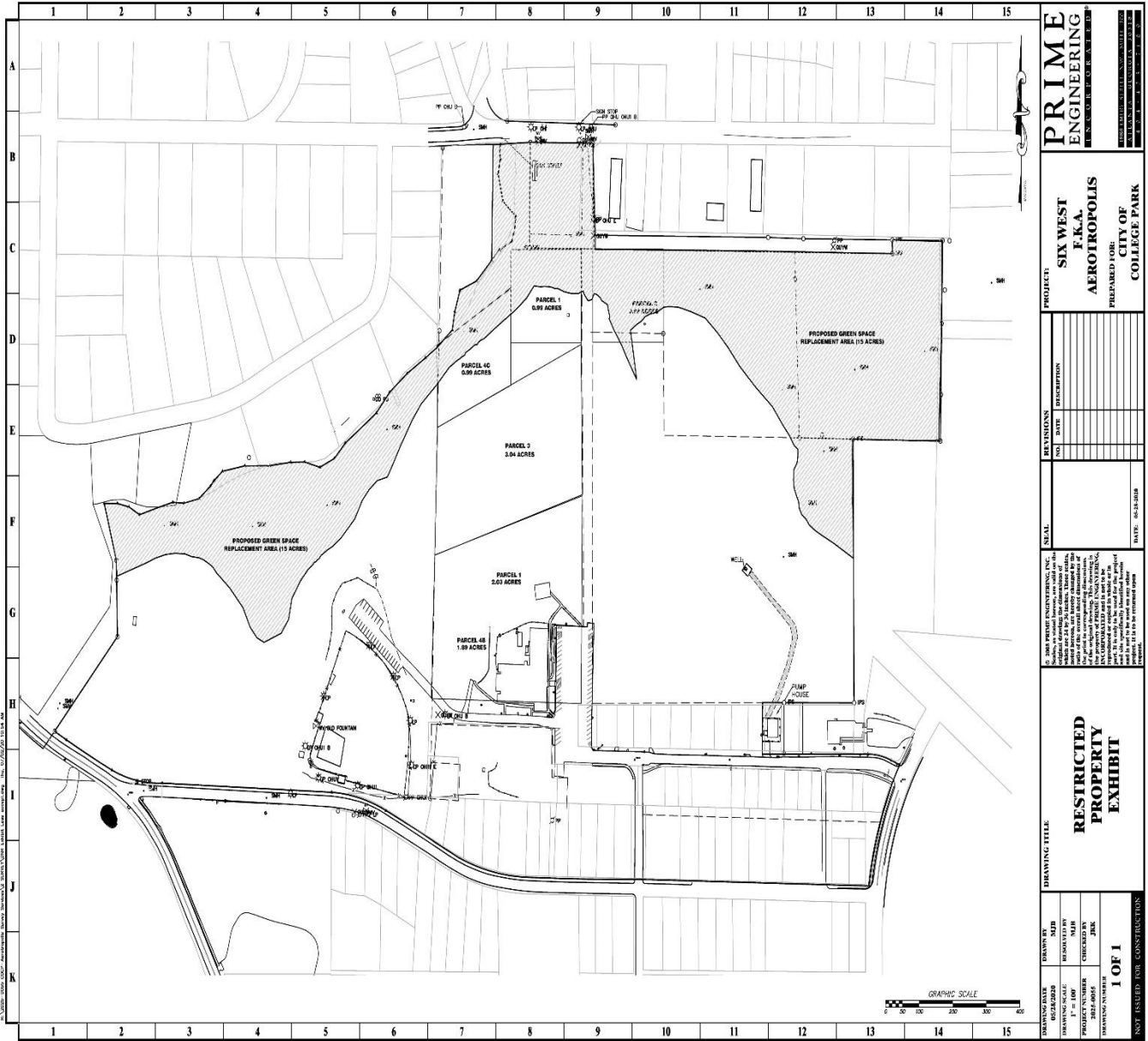
Attest:

SHAVALA MOORE, City Clerk

(Seal)

EXHIBIT "A" Greenspace Plat

Current Greenspace = Parcels 2 (0.99 acres) and 4B (1.89 acres)
Substitute Greenspace = 15 acres along the northern boundary of the plat



PRIME ENGINEERING <small>INCORPORATED</small> <small>1000 N. 10TH AVE. SUITE 100</small> <small>MINNEAPOLIS, MN 55412</small> <small>TEL: 612.338.1100</small> <small>FAX: 612.338.1101</small>	
PROJECT: SIX WEST F.K.A. AEROTROPOLIS PREPARED FOR: CITY OF COLLEGE PARK	
REVISIONS: NO. DATE DESCRIPTION	DATE: 08-2-2008
DRAWING TITLE: RESTRICTED PROPERTY EXHIBIT	
DRAWN BY: JMB DESIGNED BY: JMB CHECKED BY: M/JH PROJECT NUMBER: 1007 DRAWING NUMBER: JMB	1 OF 1 NOT ISSUED FOR CONSTRUCTION

EXHIBIT "B"**PUBLIC NOTICE**
PURSUANT TO OCGA 36-22-3, THE GEORGIA GREENSPACE ACT,
NOTICE OF SUBSTITUTION OF PROPERTY

In June of 2001, the City of College Park entered into an agreement with Fulton County and the Georgia Department of Natural Resources to set aside certain property in the Georgia greenspace program. The City finds that it is necessary to convert that property from the greenspace Program to be used for an alternate public purpose. This public notice complies with Georgia Law allowing for the substitution of property that meets the criteria of the greenspace program and is eligible for substitution.

The city has evaluated all practical alternatives to the conversion of the subject property and has determined that there is no other alternative then to convert the property to another public purpose. The property to be converted from the program is adjacent to and is in some part surrounded by the development that is the airport city project. The airport city project cannot reach its public potential without the inclusion of the converted property.

The property to be converted from the program has been appraised and the property being submitted to the commissioner of the Georgia Department of Natural Resources has also been appraised. These appraisals are available in the office of the executive director of the College Park Development Authority. These appraisals clearly show that the substituted property is of greater value than the property to be converted.

While the property to be converted has little or no natural resource preservation value, the property to be substituted, has great value to the preservation of the stream buffer and erosion control measures for the area that will be the airport city project. Additionally, the property to be converted will create a passive recreation area while also allowing for better natural habitats and corridors for native plants and animals.

The property to be substituted is not currently, nor has it previously been, permanently protected greenspace property as defined in the Georgia greenspace act and the rules and regulations promulgated thereunder or any other analogous federal or state program. They substituted property will be newly protected property.

The attorney of record for the College Park Development Authority has provided an opinion of counsel that the City or the College Park Development Authority already own the property to be substituted, in fee simple title. It is the intent of the City or the College Park Development Authority to include in its deed of conveyance, a permanent easement applying all the covenants and restrictions of the Georgia greenspace Program, in perpetuity.

The City of College Park and the Development Authority of the City of College Park are the only adjacent property owners to the substituted property and the property to be converted from the program. Any questions please refer to the executive director of the College Park Development Authority. BIDA Executive Director Artie Jones III



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8341

DATE: October 1, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Rock Wall Donation to Wyatt Recreation Center

PURPOSE:

To approve the proposal of a Rock Wall donation by 1Climb and build contract with Eldorado Climbing Walls for the Wyatt Recreation Center.

REASON: With the partnership of two amazing professional climbers, Kai Lightner and Kevin Jorgenson they have secured funding to provide the opportunity to have a rock wall donated to the Wyatt Recreation Center with funding donation from 1Climb to be designed and built by Eldorado Climbing Walls. Donation estimated amount to be \$ 66,000.00.

RECOMMENDATION: To approve the donation agreement from 1Climb and contract for Eldorado Climbing Walls for building a rock wall at Watt Recreation Center.

BACKGROUND: Kai Lightner, an American profession competitive sport climber with Constance Lightner and Kevin Jorgenson with 1Climb, secured funding through their partnership to build a rock wall designed by Eldorado Walls for the City of College Park. The goal to bring the sport of rock climbing to our area and reach as many children to expose to this amazing sport. The donation for the wall is approximately \$ 66,000.00. Proposed areas for consideration for the build to be in the entrance atrium of the facility or one of the gymnasiums. This is super exciting for the Recreation & Cultural Arts Department to have this opportunity to have a rock wall at one of our facilities and a sport that not in all recreation departments.

YEARS OF SERVICE: Life time

COST TO CITY: Complete cost for the wall build of \$ 66,000 is covered through 1Climb's program, Climbing for Change, and designed by Eldorado Wall. There will be routine maintenance and replacing of equipment cost throughout the years. Donation to include accessories needs for the wall such as shoes, harnesses and other necessary equipment needed.

BUDGETED ITEM: N/A

REVENUE TO CITY: Programming fees for instruction classes offered at the facility.

CITY COUNCIL HEARING DATE: October 5, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Current staff can be trained on instruction of wall climbing for programming.

ATTACHMENTS:

- 1CLIMB-DONATION AGREEMENT-WYATT CENTER (Original Agreement) (DOC)
- Eldo Walls Pre-construction Information Form (DOCX)
- College Park GA Tracey Wyatt Rec Proposal 09222020(PDF)
- Eldorado picture 1(PDF)
- Eldorado picture 2(PDF)
- Picture of a gym wall (PDF)
- College Park Standard Eldorado_Design-Build Agreement_09182020 (PDF)
- CPGA-TYRC-D2-RenderPackage Atrium Wall (PDF)
- CPGA-TYRC-D1-RenderPackage Gymnasium Wall (PDF)
- Screen Shot 2020-09-30 at 10.38.56 AM (PDF)
- Screen Shot 2020-09-30 at 10.39.07 AM (PDF)
- CP 1Climb Donation Agreement- City Attorney Revisions (PDF)
- CP 1Climb Donation Agreement- Clean Copy (PDF)
- Eldorado Agreement- City Attorney Revisions (PDF)
- CP Eldorado Agreement- Clean Copy (PDF)

Review:

- Michelle Johnson Completed 09/24/2020 10:41 AM
- Rosyline Robinson Completed 09/26/2020 8:29 PM

- City Attorney's Office Completed 10/01/2020 11:47 AM
- Althea Philord-Bradley Pending
- Terrence R. Moore Completed 10/01/2020 3:56 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

DONATION SERVICES AGREEMENT

THIS DONATION SERVICES AGREEMENT (the "Agreement") is made and entered into as of the [redacted] (the "Effective Date"), by and between [redacted] ("[redacted]") and 1Climb, a Missouri nonprofit corporation ("1Climb").

TERMS OF AGREEMENT

OVERVIEW. The parties desire to see disadvantaged and at-risk children provided with access to the sport of climbing. As such, 1Climb acts as a fundraiser to raise funds to help various organizations provide such access. Pursuant to the provisions of this Agreement, 1Climb has raised donations in the amount of \$ [redacted] (the "Donated Funds") for the construction of a climbing wall (the "Wall Project") at [redacted]'s facility located at [redacted] (the "Project Location"), subject to the provisions hereof.

RESPONSIBILITIES AND CONTROL. 1Climb shall lead consultations with respect to the planning (including with respect to permits, licenses, consents, and other permissions required by government agencies), designing, implementation, buildout, operation, use, maintenance, and all other aspects of the Wall Project; provided, however, [redacted] shall have final approval and responsibility over such matters, as well as the control, use, and spend of the Donated Funds. 1Climb's role shall be limited to deliver the collected and held Donated Funds for the Wall Project according to the budget approved by 1Climb. 1Climb has solicited the Donated Funds for the Wall Project in accordance with specifications (i.e., location, cost, use, etc.) prepared by [redacted] and accepted by 1Climb (the "Donation Specifications"). 1Climb shall have no obligation to represent or warrant to potential donors that [redacted] will comply with the Donation Specifications, and 1Climb shall not be liable for any deviation by [redacted] from the Donation Specifications. For the avoidance of doubt, except as otherwise explicitly stated herein, 1Climb shall only be obligated to deliver the Donated Funds for the Wall Project in accordance with the Donation Specifications to [redacted]; provided, however, that 1Climb shall not be obligated to raise any additional funds. Except with respect to delivering the Donated Funds to [redacted], 1Climb shall have no liability whatsoever for any other act or omission arising from or related to [redacted], the Wall Project, the Donated Funds, the Project Location, or any other matter or circumstance arising from this Agreement or related hereto.

CONSIDERATION. As the sole and exclusive consideration for 1Climb's services in raising and delivering the Donated Funds to [redacted], [redacted] shall purchase the wall supplies from Eldorado Climbing Walls, the climbing holds from So iLL Holds, and harnesses from Black Diamond. [redacted]'s right to receive the Donated Funds is conditioned upon [redacted]'s use of the Donated Funds in accordance with this paragraph (and all other material provisions of this Agreement). In the event [redacted] fails or refuses to use the Donated Funds in accordance with this paragraph, [redacted] shall be deemed in material breach hereof and shall forfeit any right or claim to any part of the Donated Funds.

CONFIDENTIALITY. [redacted] shall hold all confidential information of 1Climb and its suppliers, vendors, etc., in strict confidence and shall not disclose all or part of it to any third party, except as may be specifically required herein. [redacted] shall not release any press statement or any other

public comment about the Wall Project without 1Climb's prior consent. This paragraph is subject to the grant of Appearance Rights described herein.

APPEARANCE RIGHTS. Subject to prior approval, [REDACTED] hereby grants to 1Climb and its designees the right to film, record, photograph, and otherwise document the Wall project, including planning meetings, buildout, use, and maintenance, and to own such captured photographic, audio, video, and other materials (the "Appearance Materials"). [REDACTED] further grants 1Climb the right to use, display, transmit, broadcast, duplicate, perform, and otherwise share the Appearance Materials, in and in connection with 1Climb's business and operations, marketing, promotions, publicity, sales, and other legitimate business uses, including with 1Climb's business affiliates (i.e., Adidas, So iLL Climbing and Holds, Climb So iLL, etc.). [REDACTED] expressly releases 1Climb and its business affiliates, and licensees and assigns, from, and agrees not to sue in law or in equity for, any and all claims for defamation, invasion of privacy, personality or publicity, misappropriation, or any other cause of action arising out of or related to 1Climb's (and its affiliates', licensees', and/or assigns') use of the Appearance Materials. The rights granted to 1Climb herein are granted in perpetuity and throughout the universe; provided, however, that any Appearance Material featuring a person shall be cleared by [REDACTED] prior to 1Climb's capture of such material.

RELEASE AND WAIVER. [REDACTED] hereby expressly waives and releases 1Climb, its officers, directors, employees, agents, affiliates, successors, assigns, and each of their respective parent, subsidiary and affiliated organizations, officers, directors, partners, members, agents, employees and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions or rights of action, which are related to, or are in any way connected with, the Wall Project, the Donated Funds, and/or any other matter arising from or related to this Agreement, including but not limited to, the negligent acts or omissions of 1Climb or any Releasees now known or hereafter known in any jurisdiction throughout the world. [REDACTED] further agrees, promises and covenants not to make or bring any claim, grievance, process, complaint, charge, or other allegation against 1Climb or any other Releasee arising from or connected with this Agreement, and forever releases and discharges 1Climb and all other Releasees from liability under such claims.

LIMITATION ON DAMAGES. 1CLIMB SHALL NOT BE LIABLE TO [REDACTED] FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY OR DEATH, LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF 1CLIMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, 1CLIMB SHALL NOT BE RESPONSIBLE FOR (A) [REDACTED]'S PARTICIPATION IN THE WALL PROJECT AND/OR RECEIPT OR USE OF THE DONATED FUNDS; (B) PERSONAL INJURY OR DEATH; OR (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY. [REDACTED] AGREES THAT 1CLIMB'S MAXIMUM LIABILITY TO [REDACTED], FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED HANDED OVER TO [REDACTED] AS DONATED FUNDS.

INDEMNIFICATION. [REDACTED] SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS 1CLIMB AND ALL OTHER PERSONS AND/OR ORGANIZATIONS ACTING ON BEHALF OF OR IN CONCERT WITH 1CLIMB, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

ASSUMPTION OF RISK. [REDACTED] is aware and understands that the Wall Project, climbing, and all surrounding activities, equipment, use, etc., is inherently dangerous. [REDACTED] acknowledges and agrees that any injuries sustained by any person(s) may be compounded by negligent staff, emergency response and/or rescue operations. [REDACTED] understands the potential dangers that could occur in participating in activities relating to the Wall Project, including its buildout, use, operation, and/or maintenance, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; property hazards; equipment failure; inadequate safety measures; volunteers lacking adequate training or safety precautions; participants of varying skill levels; situations beyond the [REDACTED]'s immediate control; inappropriate/illegal/unethical/unapproved behavior of other participants, leaders, staff, volunteers, guests, and/or those being served/impacted by the Wall Project; and other undefined, not readily foreseeable nor presently unknown risks and dangers. [REDACTED] acknowledges that [REDACTED] possess full responsibility of the Wall Project and all related risks with knowledge of the dangers involved, and [REDACTED] hereby accepts and assumes any and all risks of injury, or death, whether caused by the negligence or otherwise. Under no circumstances shall 1Climb have any liability whatsoever with respect to the Wall Project, including, but not limited to, its planning, buildout, implementation, use, and/or maintenance.

DISCLAIMER OF WARRANTIES. 1Climb specifically disclaims any and all warranties of any nature related to the Wall Project, including with respect to the budget, use of Donated Funds (or other monies, if any), the products and services used, incorporated, relied upon, or otherwise made a part of the Wall Project, any vendors, suppliers, persons or organizations providing products or services in connection with the Wall Project, even if selected by 1Climb.

INSURANCE. [REDACTED] warrants and represents that it possesses adequate insurance to cover all liability arising from or related to the Wall Project, including, but not limited to, planning, designing, implementing, buildout, use, and/or maintenance of the Wall Project and the Project Property, including for all participants, guests, and others in the vicinity of the Wall Project or otherwise using or enjoying it.

RELATIONSHIP OF PARTIES. The parties understand and agree that they are independently contracting parties. Nothing contained in this Agreement shall constitute a partnership between or joint venture of the parties hereto, or constitute or empower either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this section, and neither party shall be or become liable by reason of any representation, act or omission of the other contrary to the provisions of this Agreement.

WAIVER AND ASSIGNMENT. No waiver by either party of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other item of this Agreement. Neither party may assign any of its rights and/or delegate any of its obligations hereunder without prior written consent of the other Party. Any attempt by a Party to do so shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

GOVERNING LAW AND VENUE; ATTORNEY FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The exclusive venue of any mediation, action or other proceeding arising out of this Agreement shall be St. Louis, Missouri, and the prevailing party in any dispute or proceeding arising out of this Agreement shall be entitled to recover its costs and fees, including reasonable attorney fees.

DISPUTE RESOLUTION. Except for the right of either party to seek injunctive relief to preserve the status quo or prevent irreparable harm, in the event of any deadlock, claim or dispute between the parties arising from or related to this Agreement that cannot be resolved within thirty (30) days from notice from one party to the other party, said deadlock, claim or dispute shall be settled by mediation and, if necessary, legally binding arbitration, in accordance with the then current Commercial Rules of the American Arbitration Association (complete Rules are available at <https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole and exclusive remedy for any such deadlock, claim or dispute arising from or related to this Agreement and expressly waive their right to file a lawsuit in any civil court or proceeding in any administrative body against one another for such deadlocks, claims or disputes, except for injunctive relief or to enforce an arbitration decision. Any costs incurred hereunder shall be paid equally by the parties to said mediation and/or arbitration.

ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings related thereto. No modification of this Agreement shall be valid or binding unless in writing and executed by all parties to this Agreement. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated:

“ ”

“1Climb”

By: _____

By: _____

An authorized signatory

An authorized signatory



Pre-construction Information Form: 1Climb

Client Name:

Client Information

<p>Project</p>	<p><i>Project leader:</i> Click here to enter text. (main point of contact for project management and responsible for project sign-off at completion) <i>Project leader title:</i> Click here to enter text. <i>Email:</i> Click here to enter text. <i>Office Phone:</i> Click here to enter text. <i>Cell Phone:</i> Click here to enter text. <i>Target construction start date:</i> Click here to enter a date. <i>Target construction completion date:</i> Click here to enter a date.</p>
<p>Construction Site Address</p>	<p><i>Street:</i> Click here to enter text. <i>City:</i> Click here to enter text. <i>State:</i> Click here to enter text. <i>Zip:</i> Click here to enter text.</p>
<p>Billing</p>	<p><i>Contact name:</i> Click here to enter text. <i>Street:</i> Click here to enter text. <i>City:</i> Click here to enter text. <i>State:</i> Click here to enter text. <i>Zip:</i> Click here to enter text. <i>Email:</i> Click here to enter text. <i>Phone:</i> Click here to enter text.</p>
<p>Design (person responsible for design sign-off, color approval, etc.)</p>	<p>Contact name: Click here to enter text. Email: Click here to enter text. Phone: Click here to enter text.</p>



Project Information and Construction Site Requirements

Category	Information	Questionnaire
New building construction	In cases where the climbing wall will be installed in a new building that is under construction it is valuable for us to know the building construction schedule in advance.	If the climbing wall is to be installed in a new building that will be under construction, have you provided an up-to-date construction schedule? ➤ N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Building drawings and models	Our design team requires a full set of building drawings including architectural, structural and mechanical. 3D CAD models (e.g. Revit) are also extremely useful. Floor plan layouts of the space are needed at a minimum.	Have building drawings been submitted? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> If a 3D CAD model is available, has it been submitted? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Building Wall Attachment	As part of the price estimation process our sales team normally works with our clients to determine the structural strength of the portion of the building to which the climbing wall will be attached.	Have you confirmed that the building structure is of adequate strength to support the combined dead and live loads of the climbing wall? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Slab composition	Climbing walls often attach to the building floor with the use of plates and expansion bolts.	Please confirm that the floor in the climbing wall area is free of anything buried in the slab such as post-tension cables, electrical conduit, radiant heating, etc. ➤ Confirmed <input type="checkbox"/> Not confirmed <input type="checkbox"/>
Deliveries	We will have a 53' semi-trailer van dropping off materials: Steel columns, climbing wall shapes, gang boxes, tools, etc.	Is a loading dock available? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> Please describe the unloading area at the construction site address including access to the building: Click here to enter text.
Forklift	The unloading of our initial delivery truck and the subsequent end-of-construction loading of a truck benefits greatly from the use of a fork lift.	Is there a forklift available to borrow for two hours to unload the truck on the first day and load the truck on the final day? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Staging	We will need a large, dedicated area, indoors and dry, in which to stage our materials for the duration of our install. We will need the entire pit, empty, or a 20x20 area outside of the pit.	Please confirm that a staging area will be provided and cleared prior to start date. ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Access	We normally work off of scissor lifts which will need to be able to access to the climbing wall location. For walls up to 24 feet in height, we use a scissor lift with specifications similar to the following. https://www.genielift.com/en/cs/groups/webcontent/@web/@awp/documents/web_content/mdaw/mza3/~edisp/ucm03_307629.pdf In cases where scissor lift access is not available we use scaffolding which is an additional cost.	Please confirm that building access allows for the use of scissor lifts: ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> How large is the smallest door opening going into the building? Click here to enter text. Will this entrance be paved or have dirt outside of the door? ➤ Paved <input type="checkbox"/> Dirt <input type="checkbox"/> Please describe any other restrictions to getting a scissor lift to the climbing wall area? Click here to enter text. Will platforms be in place that could affect the maneuverability of the scissor lifts?: ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>



Working hours	We require working hours of 7 am – 6 pm, weekdays. Hours restrictions may impact the price of your installation.	If we are restricted to specific working hours on site, please describe: Click here to enter text. Can we work weekends if needed? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Safety & Certifications	Some institutions, contractors and/or municipalities have special requirements for specific trades and some contractors or owners have specific safety requirements. Any welding inspections will need to take place after the steel installation.	Are any special certifications required for this project? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please describe: Click here to enter text. If your wall requires welding, do you plan on conducting welding inspections? ➤ N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Power	We will need Three dedicated 120V power outlets with a 20A breaker to be used for general power tools. One dedicated 120V power outlet with a 30A breaker to be used with our welder.	Will there be any issues we should know about in regards to power and access to it? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> Will there be an electrician on site? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>
Construction Exposure	Welding fumes, sawdust, paint fumes, and loud noise will be generated during the construction process. Patrons of your facility may be irritated if proper screening and ventilation is not in place.	Do you have any specific concerns with your patron’s exposure to construction? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please describe: Click here to enter text.
Trash	Construction grade trash – wood, steel, nails, etc. – will be generated during wall installation.	Is there a trash disposal receptacle appropriate for construction materials available for our use on site? ➤ Yes <input type="checkbox"/> No <input type="checkbox"/>

ELDORADO CLIMBING WALLS PROJECT TEAM

Project Manager: David Singer: dave.singer@eldowalls.com
Office: 303-447-0512 x127
Cell Phone: 303-547-8282

Assistant Project Manager: Skylar Pais: skylar.pais@eldowalls.com
Office: 303-447-0512 x102
Cell Phone: 720-271-9491

Director of Design: Jason Thomas: jasont@eldowalls.com
Office: 303-447-0512 x 101

Engineering Coordinator: David Culp: davidc@eldowalls.com
Office: 303-447-0512 x 107

Office Manager/Billing: Debra Patterson: Dpatterson@eldowalls.com
Office: 303-447-0512 x 110



1699 CHERRY STREET, UNIT B
LOUISVILLE, CO 80027 • USA
303.447.0512 • SALES@ELDOWALLS.COM
WWW.ELDOWALLS.COM

Climbing wall proposal for Tracey Wyatt Recreation Center - College Park, GA

Prepared *Friday, September 18, 2020*

EXHIBIT A

Proposed Project

Summary Eldorado Climbing Walls proposes to provide materials, labor and services for the construction of the climbing walls for the Tracey Wyatt Recreation Center. The walls will be constructed in College Park, GA. The climbing wall structure will be attached to existing building walls, floor, and/or roof structures. **Existing walls will have to meet load requirements of climbing wall system prior to install arrival.**

Material(s) Eldorado Climbing Walls' Panelized Wall System is a modular, seamed system of an epoxy-based texture applied over 3/4 inch engineered OSB panels. Supported by a steel framing system, the modular panels are quickly installed and can be replaced as needed. A high density of t-nuts (2 per square foot) allows for extensive route setting options. Load requirements are up to 15lbs/sqft laterally and vertically.

Wall Features Challenging articulated climbing surface that includes up to 5 Climbing Lanes, (5) flip up pads, and logos on the wall surface may include 1Climb, Adidas and Eldorado. Articulated surface for challenging and diverse routesetting options.

Climbing structure per rendered model

Item description	Unit Cost	Quantity	Extended Cost	Notes
Climbing wall:	\$ 39,000.00	1	\$ 39,000.00	
Belay bars	\$ 100.00	5	\$ 500.00	
Flip up Pads	\$ 200.00	5	\$ 1,000.00	
Climbing Wall and Features Subtotal			\$ 40,500.00	

Mobilization - At Cost

Item description	Anticipated Cost	Notes
Air Fare	\$ 3,200.00	
Car Rental/week	\$ 600.00	
Shipping	\$ 5,000.00	
Lodging	\$ 5,840.00	
Scissor Lift	\$ 1,750.00	
Fork Lift	\$ 1,200.00	
Climbing Wall and Features Subtotal	\$ 17,590.00	

Other - If Quantity is Zero, Item is Excluded

Item description	Unit Cost	Quantity	Extended Cost	Notes
Engineering & Additional services/materials	\$ 7,910.00	1	\$ 7,910.00	
Other Subtotal			\$ 7,910.00	

Included materials and services

Item description
 Proposal/estimate is valid for 60 days from date of issue
 Custom design and modeling
 Set of shop drawings
 Installation: all necessary equipment, rentals, and lifts as well as knowledgeable project manager and experienced job leader and construction crew
 Half Day Training: basic operations, how to route set, wall maintenance on the last day of installation.
 Stamped, sealed engineer drawings, if required
 Taxes
 Shipping & Handling
 One-year limited warranty

Exclusions

Item description
 Separate mobilization for the installation for flooring. Additional costs will incur
 Separate mobilization for climbing wall training. Additional costs will incur
 Construction permits and licensing must be provided by General Contractor, Owner, or Contractee
 Protection of existing areas including, but not limited to, flooring, walls, and finishes
 Tops/enclosure of walls; additional finishing of non-climbing surface
 Prevailing wages
 Specialty woods other than OSB
 Route setting
 ADA-required ramp for flooring
 Performance and payment bonds
 Custom design and modeling is excluded after 3 iterations
 Special Job Site Inspections

Total wall, equipment and other \$ 66,000.00

ELDORADO
CLIMBING WALLS

ELDORADO
CLIMBING WALLS

Eldorado Climbing Walls' **REALRock™ System**: A welded steel superstructure that exceeds CWA standards supports Glass Fiber Reinforced Concrete (GFRP) panels.
Eldorado Climbing Walls' **SHOTRock™ System**: A steel internal frame with ledgers and tiebacks exceeding CWA standards covered with weatherproof lath and a thick, cementitious texture applied over sheets of interlocking OSB supported by a steel superstructure.
Eldorado Climbing Walls' **High Performance System** walls are made of a thick, cementitious texture applied over sheets of interlocking OSB supported by a steel superstructure.
Eldorado Climbing Walls' **PerformanceRock** walls include both our High Performance™ and our REALRock™ or SHOTRock™ climbing wall systems units.
Eldorado Climbing Walls' **Panelized Wall System** is a modular, seamed system of a durable textured coating applied over 3/4 inch engineered OSB panels.

\$ 44,300.00

FRC) panels which are seamlessly blended into a monolithic rock face. The castings are covered with additional concrete, hand carved, molded and reinforced to give the w mesh and blow-in shot-crete that is custom sculpted to mimic the look of any rock found in nature – granite, sandstone, basalt, limestone and more. The climbing structure: a steel framing system that exceeds CWA standard. A t-nut density of at least 2 per sq. ft. and planar surfaces allow placement of more and bigger holds providing great fle: ig the operational goals of an indoor climbing gym with the experiential desires of climbers. The High Performance portion allows for easy route turnover while the REALRoci Supported by a steel framing system, the modular panels are quickly installed and can be replaced as needed. A high density of t-nuts equal to 2 per square foot that allow:

all an authentic rock look and feel. The climbing wall will be custom designed to include sculpted cracks, arêtes, dihedrals, overhangs, and roofs as appropriate. Load require can be custom designed to include sculpted cracks, arêtes, dihedrals, overhangs, and roofs as appropriate. SHOTRock offers the beauty of realism but also allows for low flexibility in route setting. This seamless system is highly durable and delivers a premium climbing experience. The climbing wall can be custom designed to include sculpted c

profile applications such as poolside climbing walls. Load requirements are up to 50lbs/sqft laterally and vertically.
racks, arêtes, dihedrals, overhangs, and roofs as appropriate. Load requirements are up to 15lbs/sqft laterally and vertically.





Everyone should climb.

ELDORADO CLIMBING





1699 Cherry St., Unit B, Louisville, CO 80027
 303.447.0512 office 303.447.9191 fax
 www.eldowalls.com

Eldorado Climbing Walls Climbing Wall Design-Build Agreement

This Agreement made this day 9/18/2020 between Eldorado Wall Company (Eldorado) of 1699 Cherry St., Unit B, Louisville CO and Michelle Johnson (Owner) of Tracey Wyatt Recreation Center provides for the furnishing of labor, materials, equipment and services for the design, fabrication and installation of a climbing wall at 2300 Godby Road, College Park, GA 30349 (the Project).

1. Definitions

- 1.1. The "Proposal" is the final approved proposal dated 9/18/2020 provided by Eldorado to the Owner which details Eldorado's responsibilities for design, fabrication and installation of the climbing wall.
- 1.2. The "Work" includes all responsibilities and actions performed by Eldorado in all phases of delivering the climbing wall to the Owner. The Work includes but is not limited to conceptual design, engineering, schematic design, procurement, fabrication, mobilization, staging, installation, finishing and training.
- 1.3. The "Agreement" is this 'Climbing Wall Design-Build Agreement' and all associated Contract Documents
- 1.4. "Change Order" means a written document signed by Eldorado and Owner to change the scope, price, time for performance, or other terms of this Agreement.
- 1.5. "Notice to Proceed" is a written communication from the Owner directing Eldorado to undertake the Work.
- 1.6. "Equipment" is hand holds and other third party climbing equipment but not flooring.

2. Contract documents.

- 2.1. The Contract Documents governing the relationship between Eldorado and the Owner consist of this Climbing Wall Design-Build Agreement, the Proposal (Exhibit A), specifications provided by Owner, approved drawings and models, Design Approval Form, and any Change Orders.
- 2.2. In the event of a conflict with other Contract Documents and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 2.3. All Contract Documents generated by Eldorado have been made available to Owner for examination. Owner has carefully examined and understands the Contract Documents, has investigated the site of the Project and the conditions under which the Work is to be performed, and enters into this Agreement on the basis of its own investigation and evaluation of such matters and not in reliance upon any opinions or representations of Eldorado or any of its officers agents or employees. Owner shall promptly report to Eldorado in writing any errors or omissions.

3. Contract Amount and Payment.

- 3.1. Owner shall pay Eldorado the Contract Amount sum of \$ 66,000.00. as set forth in the Proposal (Exhibit A) for the satisfactory performance of the Work and delivery of all Equipment subject to additions and deductions by written Change Order. Such amount shall include any out of pocket expenses incurred by Eldorado in connection with the Work.
 - 3.1.1. The Equipment Amount, the sum of all handholds and third party climbing equipment, is \$ N/A.
 - 3.1.2. The Climbing Wall Amount, which includes the price of any fall attenuation flooring is equal to the Contract Amount less the Equipment Amount, is \$ 66,000.00.
- 3.2. Taxes. Owner shall be responsible for all sales tax or use tax required by law in conjunction with the Project before, during and after construction.
- 3.3. Progress Payments. Progress Payment amounts will be calculated on the Climbing Wall Amount and are defined in the Schedule of Values in Section 3.3.2 below.

Owner Initials:

3.3.1.Owner will make Progress Payments to Eldorado for the design and construction of the climbing wall upon receipt of invoices under the following acknowledged work schedule:

- 3.3.1.1. 10% of Climbing Wall Amount due with signed contract for the commencement of design. This is a non-refundable down payment.
- 3.3.1.2. 40% due Net 10 of invoice date prior to materials procurement, shop fabrication and mobilization.
- 3.3.1.3. 30% due Net 2 of invoice date for steel frame and sheathing installation.
- 3.3.1.4. 15% due Net 2 of invoice for climbing wall paint or other surface treatment, finish work and training

3.3.2.Schedule of Values.

Climbing Wall Amount = \$ 66,000.00	% of Climbing Wall Amount	\$ of Climbing Wall Amount
Down payment and design	10%	\$ 6,600.00
Materials procurement, shop fabrication and mobilization	40%	\$ 26,400.00
Steel frame and sheathing installation	30%	\$ 19,800.00
Climbing wall paint or other surface treatment, finish work and training	20%	\$ 13,200.00

3.3.3.Eldorado will notify the Owner through submission of an invoice when a Progress Payment is due. Owner agrees that payments are to be made on or before invoice due date. Upon notice to Owner of a due Progress Payment Owner will have one (1) business day to inspect the progress of the Project. Written notice of dispute of Progress, or Progress Payment, must be made the next business day.

- 3.4. Immediate payment can be made in two ways: 1.) via electronic funds transfer to Eldorado's bank, 2.) certified check or funds sent to Eldorado via overnight mail. It is the Owner's responsibility to make Progress Payments on time.
- 3.5. If payment is not made when due, Eldorado may suspend work on the job until such time as all payments due have been made, including Eldorado's cost associated with work stoppage including but not limited to lost labor costs, equipment and vehicle rentals, lodging accommodations, per diems, and possible remobilization costs.
- 3.6. A late charge of 1.5% per month (18% annually) will be assessed on all overdue invoices.
- 3.7. Failure to make final payment will void any warranties.
- 3.8. Any Reimbursable Expenses associated with the Project will be invoiced with Progress Payments and documented with receipts by Eldorado.
- 3.9. Final payment to Eldorado shall be due after completion of all Project items and Owner Acceptance of the Work. Owner may not withhold final payment due to any back orders of Equipment items.
- 3.10. Deductions for consulting or design fees paid by Owner, if applicable, may be subtracted from the final payment.
- 3.11. All Equipment defined in the Proposal (Exhibit A) will be billed to the Owner F.O.B Louisville, CO. Owner is responsible for all sales taxes associated with the purchase of Equipment and those taxes are not included in the Contract Amount.
- 3.12. Change Orders will be calculated, invoiced and paid with the next Progress Payment closest to the Change Order date. If a Change Order is not included in this manner, for whatever reason, the final payment will be adjusted to reflect outstanding Change Order amounts.
- 3.13. Eldorado is a national construction firm with high demands on its installation schedule. Once a contracted project is placed on Eldorado's installation schedule Eldorado foregoes taking on other projects for that time slot. Because of this any termination for convenience by the Owner after the execution of this Climbing Wall Design-Build Agreement will be subject to a penalty in the amount of the entire Climbing Wall Amount less any prior payments. This amount will become due immediately

and an additional Disposal Fee for the proper disposal of any work in progress will be owed to Eldorado by the Owner. Eldorado, in its sole discretion, may choose to waive some or all of the amounts due.

4. Design

- 4.1. The climbing wall/structure referenced within this Agreement will be designed and fabricated to exacting tolerances based on information about the facility provided by the Owner or Owner's agents. The Owner is responsible for providing accurate building and/or site dimensions, structural details of all building members, obstructions and building features and communicating these to Eldorado so the climbing wall may be precisely designed and fabricated to fit into the building without hitting any walls, conduits, ducts, beams, exit signs, switches, lights, skylights, roof joists or any other obstruction. If accurate blueprints do not exist, it will be the Owner's responsibility to have a skilled person or architect accurately measure and document the space.
- 4.2. Eldorado shall be responsible for designing and submitting detailed design drawings of the climbing wall and all load requirements of the climbing wall structure as part of the final design submission to Owner for approval. Eldorado shall be responsible for any inaccuracies or errors included in such design drawings and specifications.
- 4.3. The Owner will agree as part of the design approval process that it has checked the final design to assure that the climbing wall will fit into the space without conflicting with building structures, plumbing, mechanical, electrical, or architectural elements. Changes to the climbing wall in the field may or may not be possible and change fees will result because of the time required to do the work and the expense of the slowdown on the entire project. All changes to climbing wall designs, shapes or structures must be coordinated through the office and no changes are authorized to be made in the field.
- 4.4. Eldorado will design around obstructions leaving adequate room for assembly. Any necessary on-site stick-framing, attachment, closure around obstructions or any other field modifications may result in extra charges that will be executed through the Change Order process.
- 4.5. The climbing wall will be attached to existing building structures including, but not limited to, walls, floors, ceilings, or structural columns and will not be 'freestanding' unless specifically defined in the Scope of Work of the Proposal.
- 4.6. Building walls, floor and/or roof must meet the load requirements for supporting the climbing wall and construction equipment. Eldorado is responsible for calculating and informing Owner of all load requirements of the climbing wall and construction equipment.
- 4.7. Climbing walls will attach to the building walls via a simple ledger system attached to the building wall. Any additional structural steel or reinforcement needed will be determined during the design process and will be the Owner's responsibility to furnish and install or will be subject to additional charges if Eldorado is required to furnish and install. Freestanding climbing walls or installations requiring roof support generally require extra steel.
- 4.8. Three colors are included unless specifically designed and included in the Scope of Work. Additional colors may be included and may incur additional charges due to design, procurement, inventory, masking and application changes. Color scheme map must be illustrated and approved before mobilization. All colors will be chosen from the palette provided by Eldorado and subject to availability from manufacturer.
 - 4.8.1. Colors are not guaranteed to match any color swatches, Pantones or other color samples provided by Owner.
- 4.9. Hand sculpted cracks are not included unless specifically listed and priced into the Scope of Work. Cracks must be incorporated into the design process and cannot be incorporated in the field. The owner may request certain crack characteristics and difficulty, but final results will vary and difficulty may vary. Hand sculpted cracks are subjective and artistic in nature and final judgment as to the adequacy of sculpting style and detail will remain with Eldorado.
- 4.10. Eldorado has been contracted to install its stock climbing wall surface(s), a product that will have been pre-approved before mobilization and which relies on specific methods to produce. Owner cannot request of Eldorado's site crew to make modifications to these time-proven systems nor stop or impede the standard installation in any way once texture/color approval has been granted.
- 4.11. Lead bolt areas will be labeled in design documents and exact placement of bolts will occur in the field. Lead bolts will be located by the installation crew according to industry standards. Lead bolts will be located on steel framing members and cannot be "adjusted" to areas that are not on a steel framing member. Finished lead bolts may not be spaced evenly or perfectly in line with intended

climbing routes due to the placement of required steel framing. Should adjustments to lead bolt placement be requested by the Owner after climbing wall installation, any adjustments including lead bolts added to existing frame members or locations requiring the addition of framing will incur charges through the Change Order process.

- 4.12. Top edge and sides of climbing walls will be finished to Eldorado's standard details to the extent included in the approved final designs by Owner.
 - 4.13. Top anchor details. All roped climbing walls will be outfitted with belay bars that are double point anchor compatible at approximate spacing of 4'-6' along the top edge of the climbing wall.
 - 4.14. Climbing wall is open above. Pricing does not include tops to bouldering areas or high walls unless otherwise indicated.
 - 4.15. Access doors are a manufactured item and are 2'X4' mounted 1' above building floor. Custom doors are difficult to build and will be subject to a change order.
 - 4.16. Equipment and/or Handhold substitutions by Owner may result in additional costs. All equipment is subject to availability and subject to original manufacturer's warranty.
 - 4.17. Complete route setting service not included unless written otherwise in the Proposal.
 - 4.18. Design drawings may contain a variety of architectural features and drawing details that are not included unless specifically listed and priced in the Scope of Work of the Proposal. These illustrated features are included for design clarity and may include but are not limited to railings, stairs, ladders, building walls, exercise equipment, desks and furniture, components of the building that are either existing or conceptual, flooring, handholds, ropes, climbing equipment, lighting, signage.
5. Installation conditions
- 5.1. The following site conditions are necessary for climbing wall installation and will be provided by the Owner prior to Eldorado's arrival on the job site:
 - 5.1.1. Work area shall be closed to the public.
 - 5.1.2. A clear construction area shall be designated with adequate access for all Eldorado personnel, equipment, materials, large scissor lifts and forklifts if needed.
 - 5.1.3. Heat, electricity, plumbing, security for worksite, materials storage, trash removal and parking areas.
 - 5.1.4. Temperatures during any concrete work must be 40-85 degrees F.
 - 5.1.5. Area of installation shall be fully enclosed and protected against the elements.
 - 5.2. Existing walls/floors meet load requirements for climbing wall and construction equipment.
 - 5.3. Unless otherwise stated, all building finishes adjacent to worksite will be unfinished or protected by Owner prior to Eldorado arrival.
 - 5.3.1. Floor protection. The work area will be subject to man lifts, forklifts, pallet jacks, material storage, welding, glue, dropped objects, concrete, paint and water. If the Owner is to provide, maintain and take the risk of floor protection, it must be approved by an Eldorado representative. Any delays caused by inadequate Owner provided floor protection will be subject to additional charges through the Change Order process.
 - 5.4. The work area will not be screened or partitioned by Eldorado from adjacent areas of the building. If screening (weld arc screening or other) or partitioning is desired, it is the owner's responsibility to identify, install and maintain. Screening or partitioning must not hinder clear and efficient access and workspace.
 - 5.5. Any cost associated with ventilation requirements of the project are the responsibility of the Owner. There will be no limitation of work hours or areas due to fumes or dust arising from installation of climbing walls.
 - 5.6. Certain processes will generate noise (e.g. cutting, mixing, nailing). There will be no limitation of work hours or areas due to noise generation.
 - 5.7. Owner will provide a large staging area for the storage of tools and materials. There is a substantial quantity and weight of materials and tools and the Owner shall not require Eldorado to relocate the staging area during the course of the project. If the Owner requires that the staging area be moved during the project, a Change Order may be required to cover the cost of moving.
 - 5.8. Special inspections. Special inspections (e.g. weld inspections) by outside inspectors are not included in this proposal. If special inspections are required by the jurisdiction or by the Owner, Owner shall pay all costs for an inspection program to include a pre-construction visit from the inspector on the first day of construction and multiple intermediate inspections during the course of the work. This gives the inspector and Eldorado workers opportunity to align their expectations and gain approval as the work progresses, limiting the risk of one overall final inspection. If the Owner chooses to not

- implement a special inspection program, he agrees to pay all costs necessary for re-work that is a result of special inspections performed after the work has started.
- 5.9. Mixing area. If a concrete mixing area is required, it will be provided by the Owner. This area and all areas downslope will be subject to concrete debris, coloration, and washout. Mixing areas on concrete or asphalt surfaces will be discolored. Tarping is not an effective method of protecting mix areas.
 - 5.10. Owner will supply dumpsters for removal of debris related to the Project.
 - 5.11. Owner and Owner's subcontractors shall not use contractor's lifts, tools or equipment without written approval from Contractor's management.
6. Safety Precautions and Programs.
 - 6.1. Safety of Persons and Property. Eldorado shall take all precautions necessary for the safety of, and shall provide all protection necessary to prevent damage, injury or loss to: its employees on the Work; its subordinates or Subcontractors, workers from adjacent trades, and the Work and materials and equipment to be incorporated therein.
 - 6.2. Notices. In connection with the performance of the Work, Eldorado shall give notices and comply with Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.
 - 6.3. Emergencies. In the event of an emergency affecting the safety of persons or property, Eldorado shall act, at Eldorado's discretion, to prevent threatened damage, injury or loss.
 7. Schedule
 - 7.1. The work to be performed under this Agreement shall commence according to Eldorado's schedule and be coordinated with the Owner.
 - 7.2. Starting and ending dates for the Work are not guaranteed and depend on completion of Contract Documents, development and receipt of building dimensions and structural information from Owner, the duration of the design process, engineering and shop drawing generation, shop fabrication schedule, project complexity and height, Eldorado's schedule availability, and site conditions especially if other trades are working in the same spaces as Eldorado.
 - 7.3. Starting and ending dates for climbing wall installation will be coordinated with the Owner..
 - 7.4. Owner will ensure that an up-to-date Project construction schedule is provided to Eldorado by the Owner or the General Contractor of the Project. Eldorado will coordinate with Owner, its assigns and the General Contractor to determine the climbing wall installation schedule including a climbing wall installation Start Date. Eldorado will estimate installation duration but end dates are not guaranteed. Any changes to the Project construction schedule that impact Eldorado's workflow may be subject to additional charges.
 - 7.5. Once climbing wall installation has commenced with approval from Owner and General Contractor Eldorado will need unencumbered access to those areas of the building in which whatever specific portions of the climbing wall are under construction. Should Eldorado's progress be impeded due to other trades or circumstances beyond Eldorado's control, the Owner agrees to pay all reasonable costs related to such delays. Such costs include but are not limited to additional labor costs for overtime and/or extensions to the time on site, additional costs due to extensions of rental equipment, additional days of staffing accommodations and per diem, re-scheduling of crew transportation, or re-mobilization.
 - 7.6. Operations training and/or optional installations of flooring, hand holds, and climbing equipment are to be performed upon completion of climbing wall installation prior to Eldorado's personnel departing the job site if this work is specifically noted in the Contract Documents. If Owner requests such training and or installation to be performed at a later date, additional cost will be assessed to the Owner for this service.
 - 7.7. The Owner will determine and coordinate with Eldorado a climbing wall installation Start Date and communicate the Start Date to Eldorado through a written Notice to Proceed. After Eldorado accepts the Start Date, changes in the Start Date or in the Project's construction calendar that impact Eldorado's work including but not limited to the procurement of materials, rental of vehicles or equipment, purchasing of lodging, purchasing of flights or other transportation, shipping, payment of overtime, or the hiring of additional workers which result in any increases in cost to Eldorado will increase the Contract Amount by the amount of the cost increase plus a fee for additional work required in the amount of 15% of the cost increase and will be documented through a Change Order.
 - 7.8. Entire scope of work will be executed in one single mobilization. This includes but is not limited to training, flooring installation, handhold installation, and climbing equipment installation.

- 8. Changes in the Work
 - 8.1. Owner or Eldorado may make changes in the Work consisting of mutually agreeable additions, deletions, or other revisions by written Change Order.
 - 8.2. Field Changes. Owner must notify Contractor of all field changes requested of Eldorado’s site installers, and Eldorado reserves the right to modify the Contract Amount accordingly. If Eldorado’s headquarters-based Project Management team is not notified of work outside of the contracted scope, Owner will be obligated to pay whatever cost that Eldorado assesses in Eldorado’s sole discretion. Field changes include, but are not limited to, changes to scope, shape, assembly sequence, edge finishes, bolt locations, surface finishes, door locations, door sizes, or surface finish colors and the locations of colors.
 - 8.3. Only Eldorado’s headquarters Project Management team have the authority to authorize changes. Eldorado’s on-site installation staff are creative and knowledgeable but they cannot price, plan or perform changes. It is the Owner’s responsibility to personally communicate changes with Eldorado’s headquarters Project Management team.
 - 8.4. Changes due to events not in the control of Eldorado may result in a change in Contract Amount.
- 9. Assignment and subcontracting
 - 9.1. Eldorado may, at its discretion, engage contractors, subcontractors or other working parties to perform work hereunder. The Project will be staffed with a selection of workers, Eldorado employees or otherwise, which may or may not remain constant throughout the Project. Eldorado will be responsible for the work and all acts or omissions of its employees, agents, and subcontractors.
 - 9.2. Eldorado reserves the right to assign this Contract, in whole or in part, to contractors or sub-contractors as Eldorado may see fit. In the event of assignment of the contract, Eldorado will provide written notice to the Owner. Assignment of the contract in whole or in part does not relieve Owner or Eldorado of their obligations under the Contract Documents.
- 10. Insurance. Eldorado represents and warrants to Owner that it will maintain the following minimum levels of insurance through the term of its Work::

Workers' Compensation:
\$1,000,000 each accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee
Commercial General Liability
\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products, Completed Operations Agg.
\$1,000,000 Personal injury
Vehicle Liability
\$1,000,000 combined single limit

- 10.1. Additional insured. Owner must notify Eldorado prior to contracting if they or any other parties associated with the climbing wall installation or building construction in which the climbing wall is to be installed are required to be named an additional insured.
- 10.2. Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance and Eldorado Wall Company must be named as additional insured.
- 10.3. Owner shall be responsible for purchasing property insurance of a builder’s risk “all risk” form to include the amount of the total value of the Project on a replacement cost basis to insure against loss from including but not limited to: fire, theft, vandalism, natural disasters, weather related damage, or damage caused by other sub-contractors work in or near the Project. Deductibles, if any, to be paid by Owner in the event of loss.
- 11. Warranty. Eldorado warrants to the Owner that materials furnished under this Agreement will be of good quality and new. Eldorado further warrants that the Work, whether performed by Eldorado directly or any subcontractor or agent of Eldorado, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the product (e.g. concrete micro cracking), for one (1) year following Acceptance of the Work unless otherwise negotiated and included in the Proposal (Exhibit A). Work or materials not conforming to these requirements shall be considered defective. Eldorado further

Owner Initials:

warrants that it shall perform its services consistent with the professional skill and care ordinarily provided by those in Eldorado's field. Equipment incorporated into the Work shall be warranted by the manufacturer of such Equipment. Eldorado will assign and transfer to Owner all manufacturer warranties regarding all Equipment incorporated into the Work. Eldorado's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Eldorado or its subcontractors or agents, improper or insufficient maintenance, or improper operation.

12. Indemnification:

12.1. To Eldorado: To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Eldorado and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Owner's breach or failure to comply with this Agreement, (b) personal injury or death to any person including employees of Eldorado or Subordinate Parties, (c) property damage including claims for loss of use, (d) any use by Owner or other parties subordinate to the Owner on the Project of Eldorado's tools and equipment, or (e) future operations of the climbing wall which arise out of or result from, or are in any way connected with, the Project or the operations or acts of commission or omission of Owner, including those of its Subordinate Parties, unless the injuries or damages are caused by the sole negligence of Eldorado,

12.2. To Owner: To the fullest extent permitted by law, Eldorado shall defend, indemnify and hold harmless Owner and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Eldorado's breach or failure to comply with this Agreement, (b) personal injury or death to any person (including employees of Owner) or property damage (including claims for loss of use), or (c) defective construction of the climbing wall, which arise out of or result from, or are in any way connected with the operations or acts of commission or omission of Eldorado, including those of its subcontractors and agents, unless the injuries or damages are caused by Owner,

13. Events of Default. The following shall be considered "Eldorado Events of Default":

13.1. If Eldorado persistently fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) days' notice from Owner, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

13.2. If Eldorado materially breaches this Agreement and fails, after twenty (20) Days' notice from Owner, to commence a cure to correct such breach and thereafter diligently pursues such cure to completion (such breach to include, but not be limited to, failure to make payment to subcontractors for materials or labor in accordance with the respective agreements between Eldorado and subcontractors or persistent disregard of applicable laws)

13.3. If a custodian, trustee or receiver is appointed for Eldorado or if Eldorado becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or Eldorado causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for Eldorado, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Eldorado, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

13.4. Remedies of Owner upon a Design-Builder Event of Default.

13.4.1. Termination. Upon the occurrence of an Eldorado Event of Default, Owner shall have the right to terminate this Agreement upon an additional ten (10) Days written notice to Eldorado, provided that Eldorado has not commenced and diligently continued a cure within such ten (10) Day period. Without prejudice to any other rights or remedies of Owner, Owner may:

13.4.1.1. Take possession of all materials delivered to the site and stored on-site for purposes of being incorporated into the Work, Eldorado's equipment and other personal property not intended to be incorporated into the Work is not subject to this provision or other forfeiture;

13.4.1.2. Finish the Work by whatever reasonable method Owner may deem expedient. When Owner terminates the Agreement as aforesaid, Eldorado shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price

- exceeds costs incurred in finishing the Work, such excess shall be paid to Eldorado, up to the amount due Eldorado to date.
- 13.5. Stop the Work. Upon the occurrence of an Eldorado Event of Default, Owner, by written order signed by Owner, may deliver a notice to Eldorado setting forth that such a persistent and material failure is occurring and has occurred, and demanding that Eldorado commence a cure of such persistent and material failure within ten (10) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, Owner may, by written notice to Eldorado, order Eldorado to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
14. Termination of Agreement. Eldorado reserves the right to terminate this Agreement for nonpayment of invoices and work progress as stipulated in Section 3 of this Agreement.
- 14.1. Neither Eldorado nor Owner may terminate this Agreement for convenience unless all associated terms are agreed to in writing by the opposite party.
15. Disputes: If there are disputes regarding this Agreement, the Owner and Eldorado agree to resolve them through first using mediation and, if that is unsuccessful at resolving the differences, then through binding arbitration.
- 15.1. Mediation. Request for mediation shall be made in writing and the Construction Industry Mediation Rules of the American Arbitration Association will be used. The parties shall share all fees associated with Mediation. The mediation shall be held in Boulder County, CO unless another location is mutually agreed upon. Agreements reached in Mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 15.2. Arbitration. If the disputes are unresolved after Mediation, then Eldorado and Owner agree that binding arbitration will be used. The Construction Industry Arbitration Rules of the American Arbitration Association will be used. The parties shall share all up-front fees associated with Arbitration. The Arbitration shall be held in Boulder County, CO unless another location is mutually agreed upon. Agreements reached in Arbitration shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 15.3. The prevailing party in Arbitration shall be reimbursed by the other party for all fees, its costs, disbursements and attorney's fees.
16. Owner's damages in the execution of this Agreement are limited to the Owner's costs of repairs, as determined by Eldorado's sole discretion. Liquidated damages, facility downtime and/or lost profits are specifically excluded.
17. Permits, licenses, taxes, building inspections, welding inspections, material testing, fees for prevailing wage (Davis-Bacon) or Union labor and the management thereof are not provided by Eldorado unless otherwise indicated in the Proposal.
- 17.1. It is assumed that the climbing wall installation will be considered by the regional planning department to be a pre-engineered "fixture" that is designed and fabricated, shipped to the installation location and installed by an installation crew. The owner is purchasing a large object requiring expert assembly, not a construction project whereby wet-stamped drawings certified by a local State approved engineer will be required.
- 17.2. The Owner is responsible for fulfilling all requirements of local building department jurisdictions including the submission of any documents. It is the Owner's responsibility to investigate and fulfill these requirements at the Owner's cost
18. Bonds. No bid bonds or performance and payment bonds are included in this Agreement unless specifically designated in the Proposal.
19. Confidential Information. As used in this Agreement "Confidential Information" will mean all confidential information of Eldorado, whether or not such information is marked or otherwise designated as confidential, whether disclosed in writing, electronically or orally, including, but not limited to climbing facility and wall designs, business plans and strategies, manufacturing facility plans, product recipes and formulations and processes, product specifications, bills of materials, know-how, improvements, discoveries, inventions, techniques, new or proposed products, financial information and budgets, projections, prices, costs, customer and supplier lists, contract terms, terms of bids and lists of consultants or contacts, all of which has value to Eldorado because such information is not known to Eldorado's competitors.
- 19.1. Except as Eldorado may consent to in writing, at no time either before, during, or subsequent to the Owner's engagement of Eldorado will the Owner (a) disclose, publish or make available any Confidential Information to anyone, other than to those employees, officers or directors of the Owner

or those agents of the Owner who need to know such Confidential Information in order to perform their duties on behalf of Owner on the Project ; or (b) sell, transfer or otherwise use or exploit any Confidential Information.

19.2. The Owner shall have no obligation of confidentiality and non-disclosure with respect to (a) information disclosed to it which is in the public domain at the time of disclosure, or which later comes into the public domain without the Owner's breach of this Agreement, or (b) disclosures made by the Owner in response to any deposition, interrogatory, request for documents, subpoena, civil investigative demand, inquiry from a regulatory agency or process or any similar legal process ("Legally Compelled Disclosure") provided that the Owner complies with the following conditions:

19.2.1. In the event that the Owner or any of its officers, directors, members, shareholders, employees, agents or representatives are requested or become subject to make a Legally Compelled Disclosure of any of the Confidential Information, it shall first provide Eldorado with prompt written notice of such requirement so that Eldorado may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or if Eldorado waives compliance with the provisions hereof, the Owner agrees to furnish only that portion of Eldorado's Confidential Information which Eldorado waives, which the Owner is advised by written opinion of counsel is legally required, or which is specifically ordered by a court of competent jurisdiction.

20. Ownership and Use of Documents

20.1. All submittals and other documents provided by Eldorado including any designs, drawings, specifications, construction documents, processes, calculations, sketches, models, records, reports, notes, compilations or other recorded matter, and copies or reproductions thereof, are instruments of Eldorado's service and all intellectual property rights in such documents shall belong to Eldorado. The Owner will keep these documents as an agent and custodian subject to Eldorado's control.

20.2. Upon termination of Eldorado's negotiation or discussions with Owner for any reason, the Owner will deliver to Eldorado all physical, written and graphical and electronic materials and media in the Owner's possession or under the Owner's control, including all copies, containing or disclosing Confidential Information of Eldorado or its customers, suppliers, joint ventures, licensors, licensees or distributors. Both during and after Eldorado's engagement, all such materials and media shall belong to Eldorado, whether or not Eldorado prepared such materials.

20.3. Eldorado grants to Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all such documents for any purpose in connection with the Project. Without limiting the foregoing, Owner may use all such documents in connection with Owner's use, maintenance and modification of the Project.

20.4. Should Owner sell or distribute design documents to others not involved with the Project that causes the design to be replicated in part or in whole, Owner shall be liable to and reimburse Eldorado for damages and lost revenue resulting from such distribution.

21. Non-compete

21.1. Owner understands that designs, construction processes, and structural details of Eldorado are proprietary and agrees that during the course of the Agreement and for a period of five (5) years immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of Eldorado or the Owner, with or without notice, the Owner will not, without the prior written consent of Eldorado, serve as a partner, employee, consultant, officer, director, manager, agent, associate, or directly or indirectly own, purchase, organize or take preparatory steps for the organization of, or build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to Eldorado's business of designing and building custom climbing walls.

22. Miscellaneous provisions.

22.1. Owner agrees to follow all manufacturers' guidelines for the use of equipment and specialized climbing products provided by Eldorado in conjunction with the Project. All climbing equipment, auto belays and equipment manufactured by others will carry the original manufacturer's warranty only.

22.2. If any term or provision of this Agreement is deemed void or unenforceable, it shall not invalidate any other term or provision of the Contract Documents, which shall remain in full force and effect.

22.3. This Agreement constitutes the entire agreement between Eldorado and Owner and no oral representations or other agreements have been made by Eldorado. This Agreement may not be

changed in any way except as herein provided, and no provision hereof may be waived by Eldorado except in writing signed by its duly authorized officers or agent. This Agreement supersedes any previous agreement between the Eldorado and the Owner.

22.4. The Owner's obligations under this Agreement may not be modified, released or terminated, in whole or in part except in a writing signed by Eldorado. Any waiver by Eldorado of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof.

22.5. The Owner's obligations under this Agreement will survive the termination of discussions or negotiations. This Agreement will inure to the benefit of any and be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

22.6. Eldorado has the right to take photography and video of the climbing wall and facility during and after completion of the installation and when the wall is fully functioning for marketing and sales purposes provided, however, nothing in this Section 22.6 shall be deemed to grant Eldorado any permission, right or license to use (i) Owner or its affiliates name or other trademarks without the prior written consent of Owner or its affiliates, as applicable, (ii) any third party trademarks that may be captured in such photography or video, or (iii) any likeness of any individual that may be captured in such photography or video.

23. Addendums: n/a

In witness whereof, Eldorado and Owner have executed this agreement as set forth below.

Name of Owner: Tracey Wyatt Recreation Center

By qualified representative:

Name: Michelle Johnson

Title: Director

Date: 9/18/2020

Signature: _____

Eldorado Wall Company, Inc.

By qualified representative:

Name: Kevin Volz

Title: CEO

Date: 9/18/2020

Signature: _____

Owner Initials:



* Rendering shown is an artistic interpretation and may not reflect the actual finished product



PROJECT NAME:
TRACEY WYATT RECREATION
CENTER

PROJECT LOCATION:
COLLEGE PARK, GA

SUBMITTAL TITLE:
CPGA-TYRC CLIMBING WALL DESIGN 2

SUBMITTAL DATE:
09.30.2020



* Rendering shown is an artistic interpretation and may not reflect the actual finished product



PROJECT NAME:
TRACEY WYATT RECREATION
CENTER

PROJECT LOCATION:
COLLEGE PARK, GA

SUBMITTAL TITLE:
CPGA-TYRC CLIMBING WALL DESIGN 2

SUBMITTAL DATE:
09.30.2020



* Rendering shown is an artistic interpretation and may not reflect the actual finished product



PROJECT NAME:
TRACEY WYATT RECREATION
CENTER

PROJECT LOCATION:
COLLEGE PARK, GA

SUBMITTAL TITLE:
CPGA-TYRC CLIMBING WALL DESIGN 1

SUBMITTAL DATE:
09.30.2020



* Rendering shown is an artistic interpretation and may not reflect the actual finished product



PROJECT NAME:
TRACEY WYATT RECREATION
CENTER

PROJECT LOCATION:
COLLEGE PARK, GA

SUBMITTAL TITLE:
CPGA-TYRC CLIMBING WALL DESIGN 1

SUBMITTAL DATE:
09.30.2020

22'9"

21'

12.5'

13.5'





25'

27.5'

20'

DONATION SERVICES AGREEMENT

THIS DONATION SERVICES AGREEMENT (the "Agreement") is made and entered into as of the [redacted] (the "Effective Date"), by and between [redacted] the City of College Park., Georgia, a municipal corporation duly organized under the laws of the State of Georgia (the "City" [redacted]) and One 4Climb, a Missouri nonprofit corporation ("1Climb").

Commented [DMM1]: Legal name is "One Climb"

TERMS OF AGREEMENT

OVERVIEW. The parties desire to see disadvantaged and at-risk children provided with access to the sport of climbing. As such, 1Climb acts as a fundraiser to raise funds to help various organizations provide such access. Pursuant to the provisions of this Agreement, 1Climb has raised donations in the amount of \$ [redacted] (the "Donated Funds") for the construction of a climbing wall (the "Wall Project") at [redacted] the City's facility located at [redacted] Wyatt Recreation Center, 2300 Godby Rd., College Park, Georgia 30349 (the "Project Location"), subject to the provisions hereof.

RESPONSIBILITIES AND CONTROL. 1Climb shall lead consultations with respect to the planning (including with respect to permits, licenses, consents, and other permissions required by government agencies), designing, implementation, buildout, operation, use, maintenance, and all other aspects of the Wall Project; provided, however, the City [redacted] shall have final approval and responsibility over such matters, as well as the control, use, and spend of the Donated Funds. 1Climb's role shall be limited to deliver the collected and held Donated Funds for the Wall Project according to the budget approved by 1Climb. 1Climb has solicited the Donated Funds for the Wall Project in accordance with specifications (i.e., location, cost, use, etc.) prepared by the City [redacted] and accepted by 1Climb (the "Donation Specifications"). 1Climb shall have no obligation to represent or warrant to potential donors that the City [redacted] will comply with the Donation Specifications, and 1Climb shall not be liable for any deviation by the City [redacted] from the Donation Specifications. For the avoidance of doubt, except as otherwise explicitly stated herein, 1Climb shall only be obligated to deliver the Donated Funds for the Wall Project in accordance with the Donation Specifications to the City [redacted]; provided, however, that 1Climb shall not be obligated to raise any additional funds. Except with respect to delivering the Donated Funds to the City [redacted], 1Climb shall have no liability whatsoever for any other act or omission arising from or related to the City [redacted], the Wall Project, the Donated Funds, the Project Location, or any other matter or circumstance arising from this Agreement or related hereto.

Formatted: Not Highlight

Formatted: Not Highlight

CONSIDERATION. As the sole and exclusive consideration for 1Climb's services in raising and delivering the Donated Funds to the City, the City [redacted] shall purchase the wall supplies from Eldorado Climbing Walls, the climbing holds from So iLL Holds, and harnesses from Black Diamond. The City [redacted]'s right to receive the Donated Funds is conditioned upon the City [redacted]'s use of the Donated Funds in accordance with this paragraph (and all other material provisions of this Agreement). In the event the City [redacted] fails or refuses to use the Donated Funds in accordance with this paragraph, the City [redacted] shall be deemed in material breach hereof and shall forfeit any right or claim to any part of the Donated Funds.

Formatted: Not Highlight

CONFIDENTIALITY. ~~█████~~ The City shall hold all confidential information of 1Climb and its suppliers, vendors, etc., in strict confidence and shall not disclose all or part of it to any third party, except as may be specifically required herein or by law. ~~The City~~ shall not release any press statement or any other public comment about the Wall Project prior to its installation without 1Climb’s prior consent. This paragraph is subject to the grant of Appearance Rights described herein.

Formatted: Not Highlight

APPEARANCE RIGHTS. Subject to the City’s prior approval, ~~the City~~ hereby grants to 1Climb and its designees the right to film, record, photograph, and otherwise document the Wall project, including planning meetings, buildout, use, and maintenance, and to own such captured photographic, audio, video, and other materials (the “Appearance Materials”). ~~The City~~ further grants 1Climb the right to use, display, transmit, broadcast, duplicate, perform, and otherwise share the Appearance Materials, in and in connection with 1Climb’s business and operations, marketing, promotions, publicity, sales, and other legitimate business uses, including with 1Climb’s business affiliates (i.e., Adidas, So iLL Climbing and Holds, Climb So iLL, etc.). ~~The City~~ expressly releases 1Climb and its business affiliates, and licensees and assigns, from, and agrees not to sue in law or in equity for, any and all claims for defamation, invasion of privacy, personality or publicity, misappropriation, or any other cause of action arising out of or related to 1Climb’s (and its affiliates’, licensees’, and/or assigns’) authorized use of the Appearance Materials. The rights granted to 1Climb herein are granted in perpetuity and throughout the universe; provided, however, that any Appearance Material featuring a person shall be cleared by ~~the City~~ prior to 1Climb’s capture of such material.

Formatted: Not Highlight

RELEASE AND WAIVER. ~~The City~~ hereby expressly waives and releases 1Climb, its officers, directors, employees, agents, affiliates, successors, assigns, and each of their respective parent, subsidiary and affiliated organizations, officers, directors, partners, members, agents, employees and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions or rights of action, which are related to, or are in any way connected with, the Wall Project, the Donated Funds, and/or any other matter arising from or related to this Agreement, including but not limited to, the negligent acts or omissions of 1Climb or any Releasees now known or hereafter known in any jurisdiction throughout the world. ~~The City~~ further agrees, promises and covenants not to make or bring any claim, grievance, process, complaint, charge, or other allegation against 1Climb or any other Releasee arising from or connected with this Agreement, and forever releases and discharges 1Climb and all other Releasees from liability under such claims. Notwithstanding anything to the contrary stated herein, this release and waiver shall not apply to any intentional acts or willful misconduct of 1Climb or any of the above named Releasees.

LIMITATION ON DAMAGES. 1CLIMB SHALL NOT BE LIABLE TO ~~THE CITY~~ FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY OR DEATH, LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF 1CLIMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, 1CLIMB SHALL NOT BE RESPONSIBLE FOR (A) THE CITY’S PARTICIPATION IN THE WALL

PROJECT AND/OR RECEIPT OR USE OF THE DONATED FUNDS; (B) PERSONAL INJURY OR DEATH; OR (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY. THE CITY AGREES THAT 1CLIMB'S MAXIMUM LIABILITY TO THE CITY, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED HANDED OVER TO THE CITY AS DONATED FUNDS.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS 1CLIMB AND ALL OTHER PERSONS AND/OR ORGANIZATIONS ACTING ON BEHALF OF OR IN CONCERT WITH 1CLIMB, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

ASSUMPTION OF RISK. The City is aware and understands that the Wall Project, climbing, and all surrounding activities, equipment, use, etc., is inherently dangerous. The City acknowledges and agrees that any injuries sustained by any person(s) may be compounded by negligent staff, emergency response and/or rescue operations. The City understands the potential dangers that could occur in participating in activities relating to the Wall Project, including its buildout, use, operation, and/or maintenance, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; property hazards; equipment failure; inadequate safety measures; volunteers lacking adequate training or safety precautions; participants of varying skill levels; situations beyond the City's immediate control; inappropriate/illegal/unethical/unapproved behavior of other participants, leaders, staff, volunteers, guests, and/or those being served/impacted by the Wall Project; and other undefined, not readily foreseeable nor presently unknown risks and dangers. The City acknowledges that The City possess full responsibility of the Wall Project and all related risks with knowledge of the dangers involved, and The City hereby accepts and assumes any and all risks of injury, or death, whether caused by the negligence or otherwise. Under no circumstances shall 1Climb have any liability whatsoever with respect to the Wall Project, including, but not limited to, it's planning, buildout, implementation, use, and/or maintenance.

DISCLAIMER OF WARRANTIES. 1Climb specifically disclaims any and all warranties of any nature related to the Wall Project, including with respect to the budget, use of Donated Funds (or other monies, if any), the products and services used, incorporated, relied upon, or otherwise made a part of the Wall Project, any vendors, suppliers, persons or organizations providing products or services in connection with the Wall Project, even if selected by 1Climb.

INSURANCE. The City warrants and represents that it possesses adequate insurance to cover all liability arising from or related to the Wall Project, including, but not limited to, planning, designing, implementing, buildout, use, and/or maintenance of the Wall Project and the

Project Property, including for all participants, guests, and others in the vicinity of the Wall Project or otherwise using or enjoying it.

RELATIONSHIP OF PARTIES. The parties understand and agree that they are independently contracting parties. Nothing contained in this Agreement shall constitute a partnership between or joint venture of the parties hereto, or constitute or empower either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this section, and neither party shall be or become liable by reason of any representation, act or omission of the other contrary to the provisions of this Agreement.

WAIVER AND ASSIGNMENT. No waiver by either party of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other item of this Agreement. Neither party may assign any of its rights and/or delegate any of its obligations hereunder without prior written consent of the other Party. Any attempt by a Party to do so shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

GOVERNING LAW AND VENUE; ATTORNEY FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Missouri~~Georgia. The exclusive venue of any mediation, action or other proceeding arising out of this Agreement shall be ~~St. Louis, Missouri, in~~ Fulton County, Georgia and the prevailing party in any dispute or proceeding arising out of this Agreement shall be entitled to recover its costs and fees, including reasonable attorney fees.

~~**DISPUTE RESOLUTION.** Except for the right of either party to seek injunctive relief to preserve the status quo or prevent irreparable harm, in the event of any deadlock, claim or dispute between the parties arising from or related to this Agreement that cannot be resolved within thirty (30) days from notice from one party to the other party, said deadlock, claim or dispute shall be settled by mediation and, if necessary, legally binding arbitration, in accordance with the then current Commercial Rules of the American Arbitration Association (complete Rules are available at <https://www.adr.org/sites/default/files/Commercial%20Rules.pdf>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole and exclusive remedy for any such deadlock, claim or dispute arising from or related to this Agreement and expressly waive their right to file a lawsuit in any civil court or proceeding in any administrative body against one another for such deadlocks, claims or disputes, except for injunctive relief or to enforce an arbitration decision. Any costs incurred hereunder shall be paid equally by the parties to said mediation and/or arbitration.~~

ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings related thereto. No modification of this Agreement shall be valid or binding unless in writing and executed by all parties to this Agreement. This Agreement may be executed simultaneously in one or more counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: _____ |

~~“~~ The City of College Park, Georgia _____ ~~”~~ “One
~~4Climb”~~ |

By: _____ By: _____ |

~~An authorized signator~~ Bianca Motley Broom, Mayor
Name: _____ |

Title: _____ |

_____ (~~—~~ An authorized signatory) |

Formatted: Indent: Left: 3.5", First line: 0.5"

DONATION SERVICES AGREEMENT

THIS DONATION SERVICES AGREEMENT (the "Agreement") is made and entered into as of the [redacted] (the "Effective Date"), by and between the City of College Park,, Georgia, a municipal corporation duly organized under the laws of the State of Georgia (the "City") and One Climb, a Missouri nonprofit corporation ("1Climb").

TERMS OF AGREEMENT

OVERVIEW. The parties desire to see disadvantaged and at-risk children provided with access to the sport of climbing. As such, 1Climb acts as a fundraiser to raise funds to help various organizations provide such access. Pursuant to the provisions of this Agreement, 1Climb has raised donations in the amount of \$ [redacted] (the "Donated Funds") for the construction of a climbing wall (the "Wall Project") at the City's facility located at Wyatt Recreation Center, 2300 Godby Rd., College Park, Georgia 30349 (the "Project Location"), subject to the provisions hereof.

RESPONSIBILITIES AND CONTROL. 1Climb shall lead consultations with respect to the planning (including with respect to permits, licenses, consents, and other permissions required by government agencies), designing, implementation, buildout, operation, use, maintenance, and all other aspects of the Wall Project; provided, however, the City shall have final approval and responsibility over such matters, as well as the control, use, and spend of the Donated Funds. 1Climb's role shall be limited to deliver the collected and held Donated Funds for the Wall Project according to the budget approved by 1Climb. 1Climb has solicited the Donated Funds for the Wall Project in accordance with specifications (i.e., location, cost, use, etc.) prepared by the City and accepted by 1Climb (the "Donation Specifications"). 1Climb shall have no obligation to represent or warrant to potential donors that the City will comply with the Donation Specifications, and 1Climb shall not be liable for any deviation by the City from the Donation Specifications. For the avoidance of doubt, except as otherwise explicitly stated herein, 1Climb shall only be obligated to deliver the Donated Funds for the Wall Project in accordance with the Donation Specifications to the City; provided, however, that 1Climb shall not be obligated to raise any additional funds. Except with respect to delivering the Donated Funds to the City, 1Climb shall have no liability whatsoever for any other act or omission arising from or related to the City, the Wall Project, the Donated Funds, the Project Location, or any other matter or circumstance arising from this Agreement or related hereto.

CONSIDERATION. As the sole and exclusive consideration for 1Climb's services in raising and delivering the Donated Funds to the City, the City shall purchase the wall supplies from Eldorado Climbing Walls, the climbing holds from So iLL Holds, and harnesses from Black Diamond. The City's right to receive the Donated Funds is conditioned upon the City's use of the Donated Funds in accordance with this paragraph (and all other material provisions of this Agreement). In the event the City fails or refuses to use the Donated Funds in accordance with this paragraph, the City shall be deemed in material breach hereof and shall forfeit any right or claim to any part of the Donated Funds.

CONFIDENTIALITY. The City shall hold all confidential information of 1Climb and its suppliers, vendors, etc., in strict confidence and shall not disclose all or part of it to any third party, except as may be specifically required herein or by law. The City shall not release any press statement or any other public comment about the Wall Project prior to its installation without 1Climb's prior consent. This paragraph is subject to the grant of Appearance Rights described herein.

APPEARANCE RIGHTS. Subject to the City's prior approval, the City hereby grants to 1Climb and its designees the right to film, record, photograph, and otherwise document the Wall project, including planning meetings, buildout, use, and maintenance, and to own such captured photographic, audio, video, and other materials (the "Appearance Materials"). The City further grants 1Climb the right to use, display, transmit, broadcast, duplicate, perform, and otherwise share the Appearance Materials, in and in connection with 1Climb's business and operations, marketing, promotions, publicity, sales, and other legitimate business uses, including with 1Climb's business affiliates (i.e., Adidas, So iLL Climbing and Holds, Climb So iLL, etc.). The City expressly releases 1Climb and its business affiliates, and licensees and assigns, from, and agrees not to sue in law or in equity for, any and all claims for defamation, invasion of privacy, personality or publicity, misappropriation, or any other cause of action arising out of or related to 1Climb's (and its affiliates', licensees', and/or assigns') authorized use of the Appearance Materials. The rights granted to 1Climb herein are granted in perpetuity and throughout the universe; provided, however, that any Appearance Material featuring a person shall be cleared by the City prior to 1Climb's capture of such material.

RELEASE AND WAIVER. The City hereby expressly waives and releases 1Climb, its officers, directors, employees, agents, affiliates, successors, assigns, and each of their respective parent, subsidiary and affiliated organizations, officers, directors, partners, members, agents, employees and volunteers (collectively, "Releasees") from any and all liability, claims, demands, actions or rights of action, which are related to, or are in any way connected with, the Wall Project, the Donated Funds, and/or any other matter arising from or related to this Agreement, including but not limited to, the negligent acts or omissions of 1Climb or any Releasees now known or hereafter known in any jurisdiction throughout the world. The City further agrees, promises and covenants not to make or bring any claim, grievance, process, complaint, charge, or other allegation against 1Climb or any other Releasee arising from or connected with this Agreement, and forever releases and discharges 1Climb and all other Releasees from liability under such claims. Notwithstanding anything to the contrary stated herein, this release and waiver shall not apply to any intentional acts or willful misconduct of 1Climb or any of the above named Releasees.

LIMITATION ON DAMAGES. 1CLIMB SHALL NOT BE LIABLE TO THE CITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY OR DEATH, LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF 1CLIMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, 1CLIMB SHALL NOT BE RESPONSIBLE FOR (A) THE CITY'S PARTICIPATION IN THE WALL PROJECT

AND/OR RECEIPT OR USE OF THE DONATED FUNDS; (B) PERSONAL INJURY OR DEATH; OR (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY. THE CITY AGREES THAT 1CLIMB'S MAXIMUM LIABILITY TO THE CITY, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED HANDED OVER TO THE CITY AS DONATED FUNDS.

INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS 1CLIMB AND ALL OTHER PERSONS AND/OR ORGANIZATIONS ACTING ON BEHALF OF OR IN CONCERT WITH 1CLIMB, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

ASSUMPTION OF RISK. The City is aware and understands that the Wall Project, climbing, and all surrounding activities, equipment, use, etc., is inherently dangerous. The City acknowledges and agrees that any injuries sustained by any person(s) may be compounded by negligent staff, emergency response and/or rescue operations. The City understands the potential dangers that could occur in participating in activities relating to the Wall Project, including its buildout, use, operation, and/or maintenance, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; property hazards; equipment failure; inadequate safety measures; volunteers lacking adequate training or safety precautions; participants of varying skill levels; situations beyond the City's immediate control; inappropriate/illegal/unethical/unapproved behavior of other participants, leaders, staff, volunteers, guests, and/or those being served/impacted by the Wall Project; and other undefined, not readily foreseeable nor presently unknown risks and dangers. The City acknowledges that The City possess full responsibility of the Wall Project and all related risks with knowledge of the dangers involved, and The City hereby accepts and assumes any and all risks of injury, or death, whether caused by the negligence or otherwise. Under no circumstances shall 1Climb have any liability whatsoever with respect to the Wall Project, including, but not limited to, it's planning, buildout, implementation, use, and/or maintenance.

DISCLAIMER OF WARRANTIES. 1Climb specifically disclaims any and all warranties of any nature related to the Wall Project, including with respect to the budget, use of Donated Funds (or other monies, if any), the products and services used, incorporated, relied upon, or otherwise made a part of the Wall Project, any vendors, suppliers, persons or organizations providing products or services in connection with the Wall Project, even if selected by 1Climb.

INSURANCE. The City warrants and represents that it possesses adequate insurance to cover all liability arising from or related to the Wall Project, including, but not limited to, planning, designing, implementing, buildout, use, and/or maintenance of the Wall Project and the Project Property, including for all participants, guests, and others in the vicinity of the Wall Project or otherwise using or enjoying it.

RELATIONSHIP OF PARTIES. The parties understand and agree that they are independently contracting parties. Nothing contained in this Agreement shall constitute a partnership between or joint venture of the parties hereto, or constitute or empower either party as the agent of the other. Neither party shall hold itself out contrary to the terms of this section, and neither party shall be or become liable by reason of any representation, act or omission of the other contrary to the provisions of this Agreement.

WAIVER AND ASSIGNMENT. No waiver by either party of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other item of this Agreement. Neither party may assign any of its rights and/or delegate any of its obligations hereunder without prior written consent of the other Party. Any attempt by a Party to do so shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

GOVERNING LAW AND VENUE; ATTORNEY FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The exclusive venue of any mediation, action or other proceeding arising out of this Agreement shall be in Fulton County, Georgia and the prevailing party in any dispute or proceeding arising out of this Agreement shall be entitled to recover its costs and fees, including reasonable attorney fees.

ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings related thereto. No modification of this Agreement shall be valid or binding unless in writing and executed by all parties to this Agreement. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: _____

The City of College Park, Georgia

One Climb

By: _____
Bianca Motley Broom, Mayor

By: _____

Name: _____

Title: _____

(An authorized signatory)



1699 Cherry St., Unit B, Louisville, CO 80027
 303.447.0512 office 303.447.9191 fax
 www.eldowalls.com

Eldorado Climbing Walls Climbing Wall Design-Build Agreement

This Agreement made this ____ day 9/18/2020 of , 2020 between Eldorado Wall Company, Inc., a Colorado corporation ("Eldorado") of 1699 Cherry St., Unit B, Louisville CO and Michelle Johnson the City of College Park, Georgia, a municipal corporation duly organized under the laws of the State of Georgia ("Owner") of Tracey Wyatt Recreation Center provides for the furnishing of labor, materials, equipment and services for the design, fabrication and installation of a climbing wall at 2300 Godby Road, College Park, GA 30349 (the Project).

1. Definitions

- 1.1. The "Proposal" is the final approved proposal dated 9/18/2020 provided by Eldorado to the Owner which details Eldorado's responsibilities for design, fabrication and installation of the climbing wall.
- 1.2. The "Work" includes all responsibilities and actions performed by Eldorado in all phases of delivering the climbing wall to the Owner. The Work includes but is not limited to conceptual design, engineering, schematic design, procurement, fabrication, mobilization, staging, installation, finishing and training.
- 1.3. The "Agreement" is this 'Climbing Wall Design-Build Agreement' and all associated Contract Documents
- 1.4. "Change Order" means a written document signed by Eldorado and Owner to change the scope, price, time for performance, or other terms of this Agreement.
- 1.5. "Notice to Proceed" is a written communication from the Owner directing Eldorado to undertake the Work.
- 1.6. "Equipment" is hand holds and other third party climbing equipment but not flooring.

2. Contract documents.

- 2.1. The Contract Documents governing the relationship between Eldorado and the Owner consist of this Climbing Wall Design-Build Agreement, the Proposal (Exhibit A), specifications provided by Owner, approved drawings and models, Design Approval Form, and any Change Orders.
- 2.2. In the event of a conflict with other Contract Documents and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 2.3. All Contract Documents generated by Eldorado have been made available to Owner for examination. Owner has carefully examined and understands the Contract Documents, has investigated the site of the Project and the conditions under which the Work is to be performed, and enters into this Agreement on the basis of its own investigation and evaluation of such matters and not in reliance upon any opinions or representations of Eldorado or any of its officers agents or employees. Owner shall promptly report to Eldorado in writing any errors or omissions.

3. Contract Amount and Payment.

- 3.1. Owner shall pay Eldorado the Contract Amount sum of \$ **66,000.00**. as set forth in the Proposal (Exhibit A) for the satisfactory performance of the Work and delivery of all Equipment subject to additions and deductions by written Change Order. Such amount shall include any out of pocket expenses incurred by Eldorado in connection with the Work.
 - 3.1.1. The Equipment Amount, the sum of all handholds and third party climbing equipment, is \$ N/A.
 - 3.1.2. The Climbing Wall Amount, which includes the price of any fall attenuation flooring is equal to the Contract Amount less the Equipment Amount, is \$ **66,000.00**.
- 3.2. Taxes. Owner shall be responsible for all sales tax or use tax required by law in conjunction with the

Owner Initials:

Page 1 | 11

Project before, during and after construction.

3.3. Progress Payments. Progress Payment amounts will be calculated on the Climbing Wall Amount and are defined in the Schedule of Values in Section 3.3.2 below.

3.3.1. Owner will make Progress Payments to Eldorado for the design and construction of the climbing wall upon receipt of invoices under the following acknowledged work schedule:

3.3.1.1. 10 % of Climbing Wall Amount due with signed contract for the commencement of design. This is a non-refundable down payment.

3.3.1.2. 40% due Net 10 of invoice date prior to materials procurement, shop fabrication and mobilization.

3.3.1.3. 30 % due Net 2 of invoice date for steel frame and sheathing installation.

3.3.1.4. 15 % due Net 2 of invoice for climbing wall paint or other surface treatment, finish work and training

3.3.2. Schedule of Values.

Climbing Wall Amount = \$ 66,000.00	% of Climbing Wall Amount	\$ of Climbing Wall Amount
Down payment and design	10%	\$ 6,600.00
Materials procurement, shop fabrication and mobilization	40%	\$ 26,400.00
Steel frame and sheathing installation	30%	\$ 19,800.00
Climbing wall paint or other surface treatment, finish work and training	20%	\$ 13,200.00

3.3.3. Eldorado will notify the Owner through submission of an invoice when a Progress Payment is due. Owner agrees that payments are to be made on or before invoice due date. Upon notice to Owner of a due Progress Payment Owner will have one (1) business day to inspect the progress of the Project. Written notice of dispute of Progress, or Progress Payment, must be made the next business day.

3.4. Immediate payment can be made in two ways: 1.) via electronic funds transfer to Eldorado’s bank, 2.) certified check or funds sent to Eldorado via overnight mail. It is the Owner’s responsibility to make Progress Payments on time.

3.5. If payment is not made when due, Eldorado may suspend work on the job until such time as all payments due have been made, including Eldorado’s cost associated with work stoppage including but not limited to lost labor costs, equipment and vehicle rentals, lodging accommodations, per diems, and possible remobilization costs.

3.6. A late charge of 1.5% per month (18% annually) will be assessed on all overdue invoices.

3.7. Failure to make final payment will void any warranties.

3.8. Any Reimbursable Expenses associated with the Project will be invoiced with Progress Payments and documented with receipts by Eldorado.

3.9. Final payment to Eldorado shall be due after completion of all Project items and Owner Acceptance of the Work. Owner may not withhold final payment due to any back orders of Equipment items.

3.10. Deductions for consulting or design fees paid by Owner, if applicable, may be subtracted from the final payment.

3.11. All Equipment defined in the Proposal (Exhibit A) will be billed to the Owner F.O.B Louisville, CO. Owner is responsible for all sales taxes associated with the purchase of Equipment and those taxes are not included in the Contract Amount.

3.12. Change Orders will be calculated, invoiced and paid with the next Progress Payment closest to the Change Order date. If a Change Order is not included in this manner, for whatever reason, the final payment will be adjusted to reflect outstanding Change Order amounts.

3.13. Eldorado is a national construction firm with high demands on its installation schedule. Once a contracted project is placed on Eldorado’s installation schedule Eldorado foregoes taking on other projects for that time slot. Because of this any termination for convenience by the Owner after the

Owner Initials:

execution of this Climbing Wall Design-Build Agreement will be subject to a penalty in the amount of the entire Climbing Wall Amount less any prior payments. This amount will become due immediately and an additional Disposal Fee for the proper disposal of any work in progress will be owed to Eldorado by the Owner. Eldorado, in its sole discretion, may choose to waive some or all of the amounts due.

4. Design

- 4.1. The climbing wall/ structure referenced within this Agreement will be designed and fabricated to exacting tolerances based on information about the facility provided by the Owner or Owner's agents. The Owner is responsible for providing accurate building and/ or site dimensions, structural details of all building members, obstructions and building features and communicating these to Eldorado so the climbing wall may be precisely designed and fabricated to fit into the building without hitting any walls, conduits, ducts, beams, exit signs, switches, lights, skylights, roof joists or any other obstruction. If accurate blueprints do not exist, it will be the Owner's responsibility to have a skilled person or architect accurately measure and document the space.
- 4.2. Eldorado shall be responsible for designing and submitting detailed design drawings of the climbing wall and all load requirements of the climbing wall structure as part of the final design submission to Owner for approval. Eldorado shall be responsible for any inaccuracies or errors included in such design drawings and specifications.
- 4.3. The Owner will agree as part of the design approval process that it has checked the final design to assure that the climbing wall will fit into the space without conflicting with building structures, plumbing, mechanical, electrical, or architectural elements. Changes to the climbing wall in the field may or may not be possible and change fees will result because of the time required to do the work and the expense of the slowdown on the entire project. All changes to climbing wall designs, shapes or structures must be coordinated through the office and no changes are authorized to be made in the field.
- 4.4. Eldorado will design around obstructions leaving adequate room for assembly. Any necessary on-site stick-framing, attachment, closure around obstructions or any other field modifications may result in extra charges that will be executed through the Change Order process.
- 4.5. The climbing wall will be attached to existing building structures including, but not limited to, walls, floors, ceilings, or structural columns and will not be 'freestanding' unless specifically defined in the Scope of Work of the Proposal.
- 4.6. Building walls, floor and/ or roof must meet the load requirements for supporting the climbing wall and construction equipment. Eldorado is responsible for calculating and informing Owner of all load requirements of the climbing wall and construction equipment.
- 4.7. Climbing walls will attach to the building walls via a simple ledger system attached to the building wall. Any additional structural steel or reinforcement needed will be determined during the design process and will be the Owner's responsibility to furnish and install or will be subject to additional charges if Eldorado is required to furnish and install. Freestanding climbing walls or installations requiring roof support generally require extra steel.
- 4.8. Three colors are included unless specifically designed and included in the Scope of Work. Additional colors may be included and may incur additional charges due to design, procurement, inventory, masking and application changes. Color scheme map must be illustrated and approved before mobilization. All colors will be chosen from the palette provided by Eldorado and subject to availability from manufacturer.
 - 4.8.1. Colors are not guaranteed to match any color swatches, Pantones or other color samples provided by Owner.
- 4.9. Hand sculpted cracks are not included unless specifically listed and priced into the Scope of Work. Cracks must be incorporated into the design process and cannot be incorporated in the field. The owner may request certain crack characteristics and difficulty, but final results will vary and difficulty may vary. Hand sculpted cracks are subjective and artistic in nature and final judgment as to the adequacy of sculpting style and detail will remain with Eldorado.
- 4.10. Eldorado has been contracted to install its stock climbing wall surface(s), a product that will have been pre-approved before mobilization and which relies on specific methods to produce. Owner cannot request of Eldorado's site crew to make modifications to these time-proven systems nor stop or impede the standard installation in any way once texture/ color approval has been granted.
- 4.11. Lead bolt areas will be labeled in design documents and exact placement of bolts will occur in the field. Lead bolts will be located by the installation crew according to industry standards. Lead bolts will be located on steel framing members and cannot be "adjusted" to areas that are not on a steel framing member. Finished lead bolts may not be spaced evenly or perfectly in line with intended

Owner Initials:

Page 3 | 11

climbing routes due to the placement of required steel framing. Should adjustments to lead bolt placement be requested by the Owner after climbing wall installation, any adjustments including lead bolts added to existing frame members or locations requiring the addition of framing will incur charges through the Change Order process.

- 4.12. Top edge and sides of climbing walls will be finished to Eldorado's standard details to the extent included in the approved final designs by Owner.
- 4.13. Top anchor details. All roped climbing walls will be outfitted with belay bars that are double point anchor compatible at approximate spacing of 4'-6' along the top edge of the climbing wall.
- 4.14. Climbing wall is open above. Pricing does not include tops to bouldering areas or high walls unless otherwise indicated.
- 4.15. Access doors are a manufactured item and are 2 "X4" mounted 1' above building floor. Custom doors are difficult to build and will be subject to a change order.
- 4.16. Equipment and/ or Handhold substitutions by Owner may result in additional costs. All equipment is subject to availability and subject to original manufacturer's warranty.
- 4.17. Complete route setting service not included unless written otherwise in the Proposal.
- 4.18. Design drawings may contain a variety of architectural features and drawing details that are not included unless specifically listed and priced in the Scope of Work of the Proposal. These illustrated features are included for design clarity and may include but are not limited to railings, stairs, ladders, building walls, exercise equipment, desks and furniture, components of the building that are either existing or conceptual, flooring, handholds, ropes, climbing equipment, lighting, signage.
5. Installation conditions
 - 5.1. The following site conditions are necessary for climbing wall installation and will be provided by the Owner prior to Eldorado's arrival on the job site:
 - 5.1.1. Work area shall be closed to the public.
 - 5.1.2. A clear construction area shall be designated with adequate access for all Eldorado personnel, equipment, materials, large scissor lifts and forklifts if needed.
 - 5.1.3. Heat, electricity, plumbing, security for worksite, materials storage, trash removal and parking areas.
 - 5.1.4. Temperatures during any concrete work must be 40 -85 degrees F.
 - 5.1.5. Area of installation shall be fully enclosed and protected against the elements.
 - 5.2. Existing walls/ floors meet load requirements for climbing wall and construction equipment.
 - 5.3. Unless otherwise stated, all building finishes adjacent to worksite will be unfinished or protected by Owner prior to Eldorado arrival.
 - 5.3.1. Floor protection. The work area will be subject to man lifts, forklifts, pallet jacks, material storage, welding, glue, dropped objects, concrete, paint and water. If the Owner is to provide, maintain and take the risk of floor protection, it must be approved by an Eldorado representative. Any delays caused by inadequate Owner provided floor protection will be subject to additional charges through the Change Order process.
 - 5.4. The work area will not be screened or partitioned by Eldorado from adjacent areas of the building. If screening (weld arc screening or other) or partitioning is desired, it is the owner's responsibility to identify, install and maintain. Screening or partitioning must not hinder clear and efficient access and workspace.
 - 5.5. Any cost associated with ventilation requirements of the project are the responsibility of the Owner. There will be no limitation of work hours or areas due to fumes or dust arising from installation of climbing walls.
 - 5.6. Certain processes will generate noise (e.g. cutting, mixing, nailing). There will be no limitation of work hours or areas due to noise generation.
 - 5.7. Owner will provide a large staging area for the storage of tools and materials. There is a substantial quantity and weight of materials and tools and the Owner shall not require Eldorado to relocate the staging area during the course of the project. If the Owner requires that the staging area be moved during the project, a Change Order may be required to cover the cost of moving.
 - 5.8. Special inspections. Special inspections (e.g. weld inspections) by outside inspectors are not included in this proposal. If special inspections are required by the jurisdiction or by the Owner, Owner shall pay all costs for an inspection program to include a pre-construction visit from the inspector on the first day of construction and multiple intermediate inspections during the course of the work. This gives the inspector and Eldorado workers opportunity to align their expectations and gain approval as the work progresses, limiting the risk of one overall final inspection. If the Owner chooses to not

Owner Initials:

Page 4 | 11

- implement a special inspection program, he agrees to pay all costs necessary for re-work that is a result of special inspections performed after the work has started.
- 5.9. Mixing area. If a concrete mixing area is required, it will be provided by the Owner. This area and all areas downslope will be subject to concrete debris, coloration, and washout. Mixing areas on concrete or asphalt surfaces will be discolored. Tarping is not an effective method of protecting mix areas.
 - 5.10. Owner will supply dumpsters for removal of debris related to the Project.
 - 5.11. Owner and Owner's subcontractors shall not use contractor's lifts, tools or equipment without written approval from Contractor's management.
6. Safety Precautions and Programs.
 - 6.1. Safety of Persons and Property. Eldorado shall take all precautions necessary for the safety of, and shall provide all protection necessary to prevent damage, injury or loss to: its employees on the Work; its subordinates or Subcontractors, workers from adjacent trades, and the Work and materials and equipment to be incorporated therein.
 - 6.2. Notices. In connection with the performance of the Work, Eldorado shall give notices and comply with Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.
 - 6.3. Emergencies. In the event of an emergency affecting the safety of persons or property, Eldorado shall act, at Eldorado's discretion, to prevent threatened damage, injury or loss.
 7. Schedule
 - 7.1. The work to be performed under this Agreement shall commence according to Eldorado's schedule and be coordinated with the Owner.
 - 7.2. Starting and ending dates for the Work are not guaranteed and depend on completion of Contract Documents, development and receipt of building dimensions and structural information from Owner, the duration of the design process, engineering and shop drawing generation, shop fabrication schedule, project complexity and height, Eldorado's schedule availability, and site conditions especially if other trades are working in the same spaces as Eldorado.
 - 7.3. Starting and ending dates for climbing wall installation will be coordinated with the Owner.
 - 7.4. Owner will ensure that an up-to-date Project construction schedule is provided to Eldorado by the Owner or the General Contractor of the Project. Eldorado will coordinate with Owner, its assigns and the General Contractor to determine the climbing wall installation schedule including a climbing wall installation Start Date. Eldorado will estimate installation duration but end dates are not guaranteed. Any changes to the Project construction schedule that impact Eldorado's workflow may be subject to additional charges.
 - 7.5. Once climbing wall installation has commenced with approval from Owner and General Contractor Eldorado will need unencumbered access to those areas of the building in which whatever specific portions of the climbing wall are under construction. Should Eldorado's progress be impeded due to other trades or circumstances beyond Eldorado's control, the Owner agrees to pay all reasonable costs related to such delays. Such costs include but are not limited to additional labor costs for overtime and/ or extensions to the time on site, additional costs due to extensions of rental equipment, additional days of staffing accommodations and per diem, re-scheduling of crew transportation, or re-mobilization.
 - 7.6. Operations training and/ or optional installations of flooring, hand holds, and climbing equipment are to be performed upon completion of climbing wall installation prior to Eldorado's personnel departing the job site if this work is specifically noted in the Contract Documents. If Owner requests such training and or installation to be performed at a later date, additional cost will be assessed to the Owner for this service.
 - 7.7. The Owner will determine and coordinate with Eldorado a climbing wall installation Start Date and communicate the Start Date to Eldorado through a written Notice to Proceed. After Eldorado accepts the Start Date, changes in the Start Date or in the Project's construction calendar that impact Eldorado's work including but not limited to the procurement of materials, rental of vehicles or equipment, purchasing of lodging, purchasing of flights or other transportation, shipping, payment of overtime, or the hiring of additional workers which result in any increases in cost to Eldorado will increase the Contract Amount by the amount of the cost increase plus a fee for additional work required in the amount of 15 % of the cost increase and will be documented through a Change Order.
 - 7.8. Entire scope of work will be executed in one single mobilization. This includes but is not limited to training, flooring installation, handhold installation, and climbing equipment installation.

Owner Initials:

Page 5 | 11

- 8. Changes in the Work
 - 8.1. Owner or Eldorado may make changes in the Work consisting of mutually agreeable additions, deletions, or other revisions by written Change Order.
 - 8.2. Field Changes. Owner must notify Contractor of all field changes requested of Eldorado’s site installers, and Eldorado reserves the right to modify the Contract Amount accordingly. If Eldorado’s headquarters-based Project Management team is not notified of work outside of the contracted scope, Owner will be obligated to pay whatever cost that Eldorado assesses in Eldorado’s sole discretion. Field changes include, but are not limited to, changes to scope, shape, assembly sequence, edge finishes, bolt locations, surface finishes, door locations, door sizes, or surface finish colors and the locations of colors.
 - 8.3. Only Eldorado’s headquarters Project Management team have the authority to authorize changes. Eldorado’s on-site installation staff are creative and knowledgeable but they cannot price, plan or perform changes. It is the Owner’s responsibility to personally communicate changes with Eldorado’s headquarters Project Management team.
 - 8.4. Changes due to events not in the control of Eldorado may result in a change in Contract Amount.
- 9. Assignment and subcontracting
 - 9.1. Eldorado may, at its discretion, engage contractors, subcontractors or other working parties to perform work hereunder. The Project will be staffed with a selection of workers, Eldorado employees or otherwise, which may or may not remain constant throughout the Project. Eldorado will be responsible for the work and all acts or omissions of its employees, agents, and subcontractors.
 - 9.2. Eldorado reserves the right to assign this Contract, in whole or in part, to contractors or subcontractors as Eldorado may see fit. In the event of assignment of the contract, Eldorado will provide written notice to the Owner. Assignment of the contract in whole or in part does not relieve Owner or Eldorado of their obligations under the Contract Documents.
- 10. Insurance. Eldorado represents and warrants to Owner that it will maintain the following minimum levels of insurance through the term of its Work:

Workers’ Compensation:
\$1,000,000 each accident
\$ 1,000,000 disease policy limit
\$1,000,000 disease each employee
Commercial General Liability
\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$ 2,000,000 Products, Completed Operations Agg.
\$1,000,000 Personal injury
Vehicle Liability
\$1,000,000 combined single limit

- 10.1. Additional insured. ~~Eldorado shall name Owner must notify Eldorado prior to contracting if they or any other parties associated with the climbing wall installation or building construction in which the climbing wall is to be installed are required to be named as~~ an additional insured.
- 10.2. Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance and Eldorado Wall Company must be named as additional insured.
- 10.3. Owner shall be responsible for purchasing property insurance of a builder’s risk “all risk” form to include the amount of the total value of the Project on a replacement cost basis to insure against loss from including but not limited to: fire, theft, vandalism, natural disasters, weather related damage, or damage caused by other sub-contractors work in or near the Project. Deductibles, if any, to be paid by Owner in the event of loss.
- 11. Warranty. Eldorado warrants to the Owner that materials furnished under this Agreement will be of good quality and new. Eldorado further warrants that the Work, whether performed by Eldorado directly or any subcontractor or agent of Eldorado, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the product (e.g. concrete micro cracking), for one (1) year following Acceptance of the Work unless otherwise negotiated and included in the Proposal (Exhibit A). Work or materials not conforming to these requirements shall be considered defective. Eldorado further

Owner Initials:

warrants that it shall perform its services consistent with the professional skill and care ordinarily provided by those in Eldorado's field. Equipment incorporated into the Work shall be warranted by the manufacturer of such Equipment. Eldorado will assign and transfer to Owner all manufacturer warranties regarding all Equipment incorporated into the Work. Eldorado's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Eldorado or its subcontractors or agents, improper or insufficient maintenance, or improper operation.

12. Indemnification:

- 12.1. To Eldorado: To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Eldorado and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Owner's breach or failure to comply with this Agreement, (b) personal injury or death to any person including employees of Eldorado or Subordinate Parties, (c) property damage including claims for loss of use, (d) any use by Owner or other parties subordinate to the Owner on the Project of Eldorado's tools and equipment, or (e) future operations of the climbing wall which arise out of or result from, or are in any way connected with, the Project or the operations or acts of commission or omission of Owner, including those of its Subordinate Parties, unless the injuries or damages are caused by the sole negligence of Eldorado,
- 12.2. To Owner: To the fullest extent permitted by law, Eldorado shall defend, indemnify and hold harmless Owner and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Eldorado's breach or failure to comply with this Agreement, (b) personal injury or death to any person (including employees of Owner) or property damage (including claims for loss of use), or (c) defective construction of the climbing wall, which arise out of or result from, or are in any way connected with the operations or acts of commission or omission of Eldorado, including those of its subcontractors and agents, unless the injuries or damages are caused by Owner.

13. Events of Default. The following shall be considered "Eldorado Events of Default":

- 13.1. If Eldorado persistently fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) days' notice from Owner, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;
- 13.2. If Eldorado materially breaches this Agreement and fails, after twenty (20) Days' notice from Owner, to commence a cure to correct such breach and thereafter diligently pursues such cure to completion (such breach to include, but not be limited to, failure to make payment to subcontractors for materials or labor in accordance with the respective agreements between Eldorado and subcontractors or persistent disregard of applicable laws)
- 13.3. If a custodian, trustee or receiver is appointed for Eldorado or if Eldorado becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or Eldorado causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for Eldorado, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Eldorado, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.
- 13.4. Remedies of Owner upon a Design-Builder Event of Default.
- 13.4.1. Termination. Upon the occurrence of an Eldorado Event of Default, Owner shall have the right to terminate this Agreement upon an additional ten (10) Days written notice to Eldorado, provided that Eldorado has not commenced and diligently continued a cure within such ten (10) Day period. Without prejudice to any other rights or remedies of Owner, Owner may:
- 13.4.1.1. Take possession of all materials delivered to the site and stored on-site for purposes of being incorporated into the Work, Eldorado's equipment and other personal property not intended to be incorporated into the Work is not subject to this provision or other forfeiture;
- 13.4.1.2. Finish the Work by whatever reasonable method Owner may deem expedient. When Owner terminates the Agreement as aforesaid, Eldorado shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price

Owner Initials:

Page 7 | 11

exceeds costs incurred in finishing the Work, such excess shall be paid to Eldorado, up to the amount due Eldorado to date.

- 13.5. Stop the Work. Upon the occurrence of an Eldorado Event of Default, Owner, by written order signed by Owner, may deliver a notice to Eldorado setting forth that such a persistent and material failure is occurring and has occurred, and demanding that Eldorado commence a cure of such persistent and material failure within ten (10) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, Owner may, by written notice to Eldorado, order Eldorado to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
14. Termination of Agreement. Eldorado reserves the right to terminate this Agreement for nonpayment of invoices and work progress as stipulated in Section 3 of this Agreement.
- 14.1. ~~Neither Eldorado nor Owner may terminate this Agreement for convenience unless all associated terms are agreed to in writing by the opposite party by providing thirty (30) days' written notice to the other party.~~
- ~~15. Disputes: If there are disputes regarding this Agreement, the Owner and Eldorado agree to resolve them through first using mediation and, if that is unsuccessful at resolving the differences, then through binding arbitration.~~
- ~~15.1. Mediation. Request for mediation shall be made in writing and the Construction Industry Mediation Rules of the American Arbitration Association will be used. The parties shall share all fees associated with Mediation. The mediation shall be held in Boulder County, CO unless another location is mutually agreed upon. Agreements reached in Mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~
- ~~15.2. Arbitration. If the disputes are unresolved after Mediation, then Eldorado and Owner agree that binding arbitration will be used. The Construction Industry Arbitration Rules of the American Arbitration Association will be used. The parties shall share all up-front fees associated with Arbitration. The Arbitration shall be held in Boulder County, CO unless another location is mutually agreed upon. Agreements reached in Arbitration shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~
- ~~15.3.14.2. The prevailing party in Arbitration shall be reimbursed by the other party for all fees, its costs, disbursements and attorney's fees.~~
- ~~16.15. Owner's damages in the execution of this Agreement are limited to the Owner's costs of repairs, as determined by Eldorado's sole discretion. Liquidated damages, facility downtime and/ or lost profits are specifically excluded.~~
- ~~17.16. Permits, licenses, taxes, building inspections, welding inspections, material testing, fees for prevailing wage (Davis-Bacon) or Union labor and the management thereof are not provided by Eldorado unless otherwise indicated in the Proposal.~~
- ~~17.1.16.1. It is assumed that the climbing wall installation will be considered by the regional planning department to be a pre-engineered "fixture" that is designed and fabricated, shipped to the installation location and installed by an installation crew. The owner is purchasing a large object requiring expert assembly, not a construction project whereby wet-stamped drawings certified by a local State approved engineer will be required.~~
- ~~17.2.16.2. The Owner is responsible for fulfilling all requirements of local building department jurisdictions including the submission of any documents. It is the Owner's responsibility to investigate and fulfill these requirements at the Owner's cost~~
- ~~18.17. Bonds. No bid bonds or performance and payment bonds are included in this Agreement unless specifically designated in the Proposal.~~
- ~~19.18. Confidential Information. As used in this Agreement "Confidential Information" will mean all confidential information of Eldorado, whether or not such information is marked or otherwise designated as confidential, whether disclosed in writing, electronically or orally, including, but not limited to climbing facility and wall designs, business plans and strategies, manufacturing facility plans, product recipes and formulations and processes, product specifications, bills of materials, know-how, improvements, discoveries, inventions, techniques, new or proposed products, financial information and budgets, projections, prices, costs, customer and supplier lists, contract terms, terms of bids and lists of consultants or contacts, all of which has value to Eldorado because such information is not known to Eldorado's competitors.~~
- ~~19.1.18.1. Except as Eldorado may consent to in writing or if such disclosure is required by law, at no time either before, during, or subsequent to the Owner's engagement of Eldorado will the Owner (a) disclose, publish or make available any Confidential Information to anyone, other than to those~~

Owner Initials:

employees, officers or directors of the Owner or those agents of the Owner who need to know such Confidential Information in order to perform their duties on behalf of Owner on the Project; or (b) sell, transfer or otherwise use or exploit any Confidential Information.

~~19.2.18.2.~~ The Owner shall have no obligation of confidentiality and non-disclosure with respect to (a) information disclosed to it which is in the public domain at the time of disclosure, or which later comes into the public domain without the Owner's breach of this Agreement, or (b) disclosures made by the Owner in response to any Open Records Request, deposition, interrogatory, request for documents, subpoena, civil investigative demand, inquiry from a regulatory agency or process or any similar legal process ("Legally Compelled Disclosure") provided that the Owner complies with the following conditions:

~~19.2.18.2.1.~~ In the event that the Owner or any of its officers, directors, members, shareholders, employees, agents or representatives are requested or become subject to make a Legally Compelled Disclosure of any of the Confidential Information, it shall first provide Eldorado with prompt written notice of such requirement so that Eldorado may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or if Eldorado waives compliance with the provisions hereof, the Owner agrees to furnish only that portion of Eldorado's Confidential Information which Eldorado waives, which the Owner is advised by written opinion of counsel is legally required, or which is specifically ordered by a court of competent jurisdiction.

~~20.19.~~ Ownership and Use of Documents

~~20.1.19.1.~~ All submittals and other documents provided by Eldorado including any designs, drawings, specifications, construction documents, processes, calculations, sketches, models, records, reports, notes, compilations or other recorded matter, and copies or reproductions thereof, are instruments of Eldorado's service and all intellectual property rights in such documents shall belong to Eldorado. The Owner will keep these documents as an agent and custodian subject to Eldorado's control.

~~20.2.19.2.~~ Upon termination of Eldorado's negotiation or discussions with Owner for any reason, the Owner will deliver to Eldorado all physical, written and graphical and electronic materials and media in the Owner's possession or under the Owner's control, including all copies, containing or disclosing Confidential Information of Eldorado or its customers, suppliers, joint ventures, licensors, licensees or distributors. Both during and after Eldorado's engagement, all such materials and media shall belong to Eldorado, whether or not Eldorado prepared such materials.

~~20.3.19.3.~~ Eldorado grants to Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all such documents for any purpose in connection with the Project. Without limiting the foregoing, Owner may use all such documents in connection with Owner's use, maintenance and modification of the Project.

~~20.4.19.4.~~ Should Owner sell or distribute design documents to others not involved with the Project that causes the design to be replicated in part or in whole, Owner shall be liable to and reimburse Eldorado for damages and lost revenue resulting from such distribution.

~~21.20.~~ Non-compete

~~21.1.20.1.~~ Owner understands that designs, construction processes, and structural details of Eldorado are proprietary and agrees that during the course of the Agreement and for a period of five (5) years immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of Eldorado or the Owner, with or without notice, the Owner will not, without the prior written consent of Eldorado, serve as a partner, employee, consultant, officer, director, manager, agent, associate, or directly or indirectly own, purchase, organize or take preparatory steps for the organization of, or build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to Eldorado's business of designing and building custom climbing walls.

~~22.21.~~ Miscellaneous provisions.

~~22.1.21.1.~~ Owner agrees to follow all manufacturers' guidelines for the use of equipment and specialized climbing products provided by Eldorado in conjunction with the Project. All climbing equipment, auto belays and equipment manufactured by others will carry the original manufacturer's warranty only.

~~22.2.21.2.~~ If any term or provision of this Agreement is deemed void or unenforceable, it shall not invalidate any other term or provision of the Contract Documents, which shall remain in full force and effect.

~~22.3.21.3.~~ This Agreement constitutes the entire agreement between Eldorado and Owner and no oral representations or other agreements have been made by Eldorado. This Agreement may not be

Owner Initials:

Page 9 | 11

changed in any way except as herein provided, and no provision hereof may be waived by Eldorado except in writing signed by its duly authorized officers or agent. This Agreement supersedes any previous agreement between the Eldorado and the Owner.

22-4-21.4. The Owner's parties' obligations under this Agreement may not be modified, released or terminated, in whole or in part except in a writing signed by Eldoradothe other party. Any waiver by Eldorado-a party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof.

22-5-21.5. The Owner's parties' obligations under this Agreement will survive the termination of discussions or negotiations. This Agreement will inure to the benefit of any and be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

22-6-21.6. Eldorado has the right to take photography and video of the climbing wall and facility during and after completion of the installation and when the wall is fully functioning for marketing and sales purposes provided, however, nothing in this Section 21.6 shall be deemed to grant Eldorado any permission, right or license to use (i) Owner or its affiliates name or other trademarks without the prior written consent of Owner or its affiliates, as applicable, (ii) any third party trademarks that may be captured in such photography or video, or (iii) any likeness of any individual that may be captured in such photography or video.

23-22. Addendums: n/a

[Signatures on following page]

Formatted: Centered

OwnerInitials:

In witness whereof, Eldorado and Owner have executed this agreement as set forth below.

Name of Owner: ~~Tracey Wyatt Recreation Center~~The City of College Park, Georgia

By qualified representative:

Name: ~~Michelle Johnson~~Bianca Motley Broom

Title: ~~Director~~Mayor

Date: ~~9/18/2020~~ _____

Signature: _____

Eldorado Wall Company, Inc.

By qualified representative:

Name: Kevin Volz

Title: CEO

Date: ~~9/18/2020~~ _____

Signature: _____

Owner Initials:



1699 Cherry St., Unit B, Louisville, CO 80027
 303.447.0512 office 303.447.9191 fax
 www.eldowalls.com

Eldorado Climbing Walls Climbing Wall Design-Build Agreement

This Agreement made this ____ day of _____, 2020 between Eldorado Wall Company, Inc., a Colorado corporation (“Eldorado”) of 1699 Cherry St., Unit B, Louisville CO and the City of College Park, Georgia, a municipal corporation duly organized under the laws of the State of Georgia (“Owner”) of Tracey Wyatt Recreation Center provides for the furnishing of labor, materials, equipment and services for the design, fabrication and installation of a climbing wall at 2300 Godby Road, College Park, GA 30349 (the Project).

1. Definitions

- 1.1. The “Proposal” is the final approved proposal dated _____ provided by Eldorado to the Owner which details Eldorado’s responsibilities for design, fabrication and installation of the climbing wall.
- 1.2. The “Work” includes all responsibilities and actions performed by Eldorado in all phases of delivering the climbing wall to the Owner. The Work includes but is not limited to conceptual design, engineering, schematic design, procurement, fabrication, mobilization, staging, installation, finishing and training.
- 1.3. The “Agreement” is this ‘Climbing Wall Design-Build Agreement’ and all associated Contract Documents
- 1.4. “Change Order” means a written document signed by Eldorado and Owner to change the scope, price, time for performance, or other terms of this Agreement.
- 1.5. “Notice to Proceed” is a written communication from the Owner directing Eldorado to undertake the Work.
- 1.6. “Equipment” is hand holds and other third party climbing equipment but not flooring.

2. Contract documents.

- 2.1. The Contract Documents governing the relationship between Eldorado and the Owner consist of this Climbing Wall Design-Build Agreement, the Proposal (Exhibit A), specifications provided by Owner, approved drawings and models, Design Approval Form, and any Change Orders.
- 2.2. In the event of a conflict with other Contract Documents and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 2.3. All Contract Documents generated by Eldorado have been made available to Owner for examination. Owner has carefully examined and understands the Contract Documents, has investigated the site of the Project and the conditions under which the Work is to be performed, and enters into this Agreement on the basis of its own investigation and evaluation of such matters and not in reliance upon any opinions or representations of Eldorado or any of its officers agents or employees. Owner shall promptly report to Eldorado in writing any errors or omissions.

3. Contract Amount and Payment.

- 3.1. Owner shall pay Eldorado the Contract Amount sum of \$ 66,000.00. as set forth in the Proposal (Exhibit A) for the satisfactory performance of the Work and delivery of all Equipment subject to additions and deductions by written Change Order. Such amount shall include any out of pocket expenses incurred by Eldorado in connection with the Work.
 - 3.1.1. The Equipment Amount, the sum of all handholds and third party climbing equipment, is \$ N/A.
 - 3.1.2. The Climbing Wall Amount, which includes the price of any fall attenuation flooring is equal to the Contract Amount less the Equipment Amount, is \$ 66,000.00.
- 3.2. Taxes. Owner shall be responsible for all sales tax or use tax required by law in conjunction with the Project before, during and after construction.

Owner Initials :

3.3. Progress Payments. Progress Payment amounts will be calculated on the Climbing Wall Amount and are defined in the Schedule of Values in Section 3.3.2 below.

3.3.1. Owner will make Progress Payments to Eldorado for the design and construction of the climbing wall upon receipt of invoices under the following acknowledged work schedule:

3.3.1.1. 10 %of Climbing Wall Amount due with signed contract for the commencement of design. This is a non-refundable down payment.

3.3.1.2. 40% due Net 10 of invoice date prior to materials procurement, shop fabrication and mobilization.

3.3.1.3. 30 % due Net 2 of invoice date for steel frame and sheathing installation.

3.3.1.4. 15 % due Net 2 of invoice for climbing wall paint or other surface treatment, finish work and training

3.3.2. Schedule of Values.

Climbing Wall Amount = \$ 66,000.00	% of Climbing Wall Amount	\$ of Climbing Wall Amount
Down payment and design	10%	\$ 6,600.00
Materials procurement, shop fabrication and mobilization	40%	\$ 26,400.00
Steel frame and sheathing installation	30%	\$ 19,800.00
Climbing wall paint or other surface treatment, finish work and training	20%	\$ 13,200.00

3.3.3. Eldorado will notify the Owner through submission of an invoice when a Progress Payment is due. Owner agrees that payments are to be made on or before invoice due date. Upon notice to Owner of a due Progress Payment Owner will have one (1) business day to inspect the progress of the Project. Written notice of dispute of Progress, or Progress Payment, must be made the next business day.

3.4. Immediate payment can be made in two ways: 1.) via electronic funds transfer to Eldorado’s bank, 2.) certified check or funds sent to Eldorado via overnight mail. It is the Owner’s responsibility to make Progress Payments on time.

3.5. If payment is not made when due, Eldorado may suspend work on the job until such time as all payments due have been made, including Eldorado’s cost associated with work stoppage including but not limited to lost labor costs, equipment and vehicle rentals, lodging accommodations, per diems, and possible remobilization costs.

3.6. A late charge of 1.5% per month (18% annually) will be assessed on all overdue invoices.

3.7. Failure to make final payment will void any warranties.

3.8. Any Reimbursable Expenses associated with the Project will be invoiced with Progress Payments and documented with receipts by Eldorado.

3.9. Final payment to Eldorado shall be due after completion of all Project items and Owner Acceptance of the Work. Owner may not withhold final payment due to any back orders of Equipment items.

3.10. Deductions for consulting or design fees paid by Owner, if applicable, may be subtracted from the final payment.

3.11. All Equipment defined in the Proposal (Exhibit A) will be billed to the Owner F.O.B Louisville, CO. Owner is responsible for all sales taxes associated with the purchase of Equipment and those taxes are not included in the Contract Amount.

3.12. Change Orders will be calculated, invoiced and paid with the next Progress Payment closest to the Change Order date. If a Change Order is not included in this manner, for whatever reason, the final payment will be adjusted to reflect outstanding Change Order amounts.

3.13. Eldorado is a national construction firm with high demands on its installation schedule. Once a contracted project is placed on Eldorado’s installation schedule Eldorado foregoes taking on other projects for that time slot. Because of this any termination for convenience by the Owner after the execution of this Climbing Wall Design-Build Agreement will be subject to a penalty in the amount of the entire Climbing Wall Amount less any prior payments. This amount will become due immediately and an

Owner Initials:

additional Disposal Fee for the proper disposal of any work in progress will be owed to Eldorado by the Owner. Eldorado, in its sole discretion, may choose to waive some or all of the amounts due.

4. Design

- 4.1. The climbing wall/ structure referenced within this Agreement will be designed and fabricated to exacting tolerances based on information about the facility provided by the Owner or Owner's agents. The Owner is responsible for providing accurate building and/ or site dimensions, structural details of all building members, obstructions and building features and communicating these to Eldorado so the climbing wall may be precisely designed and fabricated to fit into the building without hitting any walls, conduits, ducts, beams, exit signs, switches, lights, skylights, roof joists or any other obstruction. If accurate blueprints do not exist, it will be the Owner's responsibility to have a skilled person or architect accurately measure and document the space.
- 4.2. Eldorado shall be responsible for designing and submitting detailed design drawings of the climbing wall and all load requirements of the climbing wall structure as part of the final design submission to Owner for approval. Eldorado shall be responsible for any inaccuracies or errors included in such design drawings and specifications.
- 4.3. The Owner will agree as part of the design approval process that it has checked the final design to assure that the climbing wall will fit into the space without conflicting with building structures, plumbing, mechanical, electrical, or architectural elements. Changes to the climbing wall in the field may or may not be possible and change fees will result because of the time required to do the work and the expense of the slowdown on the entire project. All changes to climbing wall designs, shapes or structures must be coordinated through the office and no changes are authorized to be made in the field.
- 4.4. Eldorado will design around obstructions leaving adequate room for assembly. Any necessary on-site stick-framing, attachment, closure around obstructions or any other field modifications may result in extra charges that will be executed through the Change Order process.
- 4.5. The climbing wall will be attached to existing building structures including, but not limited to, walls, floors, ceilings, or structural columns and will not be 'freestanding' unless specifically defined in the Scope of Work of the Proposal.
- 4.6. Building walls, floor and/or roof must meet the load requirements for supporting the climbing wall and construction equipment. Eldorado is responsible for calculating and informing Owner of all load requirements of the climbing wall and construction equipment.
- 4.7. Climbing walls will attach to the building walls via a simple ledger system attached to the building wall. Any additional structural steel or reinforcement needed will be determined during the design process and will be the Owner's responsibility to furnish and install or will be subject to additional charges if Eldorado is required to furnish and install. Freestanding climbing walls or installations requiring roof support generally require extra steel.
- 4.8. Three colors are included unless specifically designed and included in the Scope of Work. Additional colors may be included and may incur additional charges due to design, procurement, inventory, masking and application changes. Color scheme map must be illustrated and approved before mobilization. All colors will be chosen from the palette provided by Eldorado and subject to availability from manufacturer.
 - 4.8.1. Colors are not guaranteed to match any color swatches, Pantones or other color samples provided by Owner.
- 4.9. Hand sculpted cracks are not included unless specifically listed and priced into the Scope of Work. Cracks must be incorporated into the design process and cannot be incorporated in the field. The owner may request certain crack characteristics and difficulty, but final results will vary and difficulty may vary. Hand sculpted cracks are subjective and artistic in nature and final judgment as to the adequacy of sculpting style and detail will remain with Eldorado.
- 4.10. Eldorado has been contracted to install its stock climbing wall surface(s), a product that will have been pre-approved before mobilization and which relies on specific methods to produce. Owner cannot request of Eldorado's site crew to make modifications to these time-proven systems nor stop or impede the standard installation in any way once texture/ color approval has been granted.
- 4.11. Lead bolt areas will be labeled in design documents and exact placement of bolts will occur in the field. Lead bolts will be located by the installation crew according to industry standards. Lead bolts will be located on steel framing members and cannot be "adjusted" to areas that are not on a steel framing member. Finished lead bolts may not be spaced evenly or perfectly in line with intended

- climbing routes due to the placement of required steel framing. Should adjustments to lead bolt placement be requested by the Owner after climbing wall installation, any adjustments including lead bolts added to existing frame members or locations requiring the addition of framing will incur charges through the Change Order process.
- 4.12. Top edge and sides of climbing walls will be finished to Eldorado's standard details to the extent included in the approved final designs by Owner.
 - 4.13. Top anchor details. All roped climbing walls will be outfitted with belay bars that are double point anchor compatible at approximate spacing of 4'-6' along the top edge of the climbing wall.
 - 4.14. Climbing wall is open above. Pricing does not include tops to bouldering areas or high walls unless otherwise indicated.
 - 4.15. Access doors are a manufactured item and are 2'x4' mounted 1' above building floor. Custom doors are difficult to build and will be subject to a change order.
 - 4.16. Equipment and/ or Handhold substitutions by Owner may result in additional costs. All equipment is subject to availability and subject to original manufacturer's warranty.
 - 4.17. Complete route setting service not included unless written otherwise in the Proposal.
 - 4.18. Design drawings may contain a variety of architectural features and drawing details that are not included unless specifically listed and priced in the Scope of Work of the Proposal. These illustrated features are included for design clarity and may include but are not limited to railings, stairs, ladders, building walls, exercise equipment, desks and furniture, components of the building that are either existing or conceptual, flooring, handholds, ropes, climbing equipment, lighting, signage.
5. Installation conditions
 - 5.1. The following site conditions are necessary for climbing wall installation and will be provided by the Owner prior to Eldorado's arrival on the job site:
 - 5.1.1. Work area shall be closed to the public.
 - 5.1.2. A clear construction area shall be designated with adequate access for all Eldorado personnel, equipment, materials, large scissor lifts and forklifts if needed.
 - 5.1.3. Heat, electricity, plumbing, security for worksite, materials storage, trash removal and parking areas.
 - 5.1.4. Temperatures during any concrete work must be 40 -85 degrees F.
 - 5.1.5. Area of installation shall be fully enclosed and protected against the elements.
 - 5.2. Existing walls/ floors meet load requirements for climbing wall and construction equipment.
 - 5.3. Unless otherwise stated, all building finishes adjacent to worksite will be unfinished or protected by Owner prior to Eldorado arrival.
 - 5.3.1. Floor protection. The work area will be subject to man lifts, forklifts, pallet jacks, material storage, welding, glue, dropped objects, concrete, paint and water. If the Owner is to provide, maintain and take the risk of floor protection, it must be approved by an Eldorado representative. Any delays caused by inadequate Owner provided floor protection will be subject to additional charges through the Change Order process.
 - 5.4. The work area will not be screened or partitioned by Eldorado from adjacent areas of the building. If screening (weld arc screening or other) or partitioning is desired, it is the owner's responsibility to identify, install and maintain. Screening or partitioning must not hinder clear and efficient access and workspace.
 - 5.5. Any cost associated with ventilation requirements of the project are the responsibility of the Owner. There will be no limitation of work hours or areas due to fumes or dust arising from installation of climbing walls.
 - 5.6. Certain processes will generate noise (e.g. cutting, mixing, nailing). There will be no limitation of work hours or areas due to noise generation.
 - 5.7. Owner will provide a large staging area for the storage of tools and materials. There is a substantial quantity and weight of materials and tools and the Owner shall not require Eldorado to relocate the staging area during the course of the project. If the Owner requires that the staging area be moved during the project, a Change Order may be required to cover the cost of moving.
 - 5.8. Special inspections. Special inspections (e.g. weld inspections) by outside inspectors are not included in this proposal. If special inspections are required by the jurisdiction or by the Owner, Owner shall pay all costs for an inspection program to include a pre-construction visit from the inspector on the first day of construction and multiple intermediate inspections during the course of the work. This gives the inspector and Eldorado workers opportunity to align their expectations and gain approval as the work progresses, limiting the risk of one overall final inspection. If the Owner chooses to not

- implement a special inspection program, he agrees to pay all costs necessary for re-work that is a result of special inspections performed after the work has started.
- 5.9. Mixing area. If a concrete mixing area is required, it will be provided by the Owner. This area and all areas downslope will be subject to concrete debris, coloration, and washout. Mixing areas on concrete or asphalt surfaces will be discolored. Tarping is not an effective method of protecting mix areas.
 - 5.10. Owner will supply dumpsters for removal of debris related to the Project.
 - 5.11. Owner and Owner's subcontractors shall not use contractor's lifts, tools or equipment without written approval from Contractor's management.
6. Safety Precautions and Programs.
 - 6.1. Safety of Persons and Property. Eldorado shall take all precautions necessary for the safety of, and shall provide all protection necessary to prevent damage, injury or loss to: its employees on the Work; its subordinates or Subcontractors, workers from adjacent trades, and the Work and materials and equipment to be incorporated therein.
 - 6.2. Notices. In connection with the performance of the Work, Eldorado shall give notices and comply with Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.
 - 6.3. Emergencies. In the event of an emergency affecting the safety of persons or property, Eldorado shall act, at Eldorado's discretion, to prevent threatened damage, injury or loss.
 7. Schedule
 - 7.1. The work to be performed under this Agreement shall commence according to Eldorado's schedule and be coordinated with the Owner.
 - 7.2. Starting and ending dates for the Work are not guaranteed and depend on completion of Contract Documents, development and receipt of building dimensions and structural information from Owner, the duration of the design process, engineering and shop drawing generation, shop fabrication schedule, project complexity and height, Eldorado's schedule availability, and site conditions especially if other trades are working in the same spaces as Eldorado.
 - 7.3. Starting and ending dates for climbing wall installation will be coordinated with the Owner.
 - 7.4. Owner will ensure that an up-to-date Project construction schedule is provided to Eldorado by the Owner or the General Contractor of the Project. Eldorado will coordinate with Owner, its assigns and the General Contractor to determine the climbing wall installation schedule including a climbing wall installation Start Date. Eldorado will estimate installation duration but end dates are not guaranteed. Any changes to the Project construction schedule that impact Eldorado's workflow may be subject to additional charges.
 - 7.5. Once climbing wall installation has commenced with approval from Owner and General Contractor Eldorado will need unencumbered access to those areas of the building in which whatever specific portions of the climbing wall are under construction. Should Eldorado's progress be impeded due to other trades or circumstances beyond Eldorado's control, the Owner agrees to pay all reasonable costs related to such delays. Such costs include but are not limited to additional labor costs for overtime and/ or extensions to the time on site, additional costs due to extensions of rental equipment, additional days of staffing accommodations and per diem, re-scheduling of crew transportation, or re-mobilization.
 - 7.6. Operations training and/ or optional installations of flooring, hand holds, and climbing equipment are to be performed upon completion of climbing wall installation prior to Eldorado's personnel departing the job site if this work is specifically noted in the Contract Documents. If Owner requests such training and or installation to be performed at a later date, additional cost will be assessed to the Owner for this service.
 - 7.7. The Owner will determine and coordinate with Eldorado a climbing wall installation Start Date and communicate the Start Date to Eldorado through a written Notice to Proceed. After Eldorado accepts the Start Date, changes in the Start Date or in the Project's construction calendar that impact Eldorado's work including but not limited to the procurement of materials, rental of vehicles or equipment, purchasing of lodging, purchasing of flights or other transportation, shipping, payment of overtime, or the hiring of additional workers which result in any increases in cost to Eldorado will increase the Contract Amount by the amount of the cost increase plus a fee for additional work required in the amount of 15 % of the cost increase and will be documented through a Change Order.
 - 7.8. Entire scope of work will be executed in one single mobilization. This includes but is not limited to training, flooring installation, handhold installation, and climbing equipment installation.

- 8. Changes in the Work
 - 8.1. Owner or Eldorado may make changes in the Work consisting of mutually agreeable additions, deletions, or other revisions by written Change Order.
 - 8.2. Field Changes. Owner must notify Contractor of all field changes requested of Eldorado’s site installers, and Eldorado reserves the right to modify the Contract Amount accordingly. If Eldorado’s headquarters-based Project Management team is not notified of work outside of the contracted scope, Owner will be obligated to pay whatever cost that Eldorado assesses in Eldorado’s sole discretion. Field changes include, but are not limited to, changes to scope, shape, assembly sequence, edge finishes, bolt locations, surface finishes, door locations, door sizes, or surface finish colors and the locations of colors.
 - 8.3. Only Eldorado’s headquarters Project Management team have the authority to authorize changes. Eldorado’s on-site installation staff are creative and knowledgeable but they cannot price, plan or perform changes. It is the Owner’s responsibility to personally communicate changes with Eldorado’s headquarters Project Management team.
 - 8.4. Changes due to events not in the control of Eldorado may result in a change in Contract Amount.
- 9. Assignment and subcontracting
 - 9.1. Eldorado may, at its discretion, engage contractors, subcontractors or other working parties to perform work hereunder. The Project will be staffed with a selection of workers, Eldorado employees or otherwise, which may or may not remain constant throughout the Project. Eldorado will be responsible for the work and all acts or omissions of its employees, agents, and subcontractors.
 - 9.2. Eldorado reserves the right to assign this Contract, in whole or in part, to contractors or subcontractors as Eldorado may see fit. In the event of assignment of the contract, Eldorado will provide written notice to the Owner. Assignment of the contract in whole or in part does not relieve Owner or Eldorado of their obligations under the Contract Documents.
- 10. Insurance. Eldorado represents and warrants to Owner that it will maintain the following minimum levels of insurance through the term of its Work:

Workers’ Compensation:
\$1,000,000 each accident
\$ 1,000,000 disease policy limit
\$1,000,000 disease each employee
Commercial General Liability
\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$ 2,000,000 Products, Completed Operations Agg.
\$1,000,000 Personal injury
Vehicle Liability
\$1,000,000 combined single limit

- 10.1. Additional insured. Eldorado shall name Owner as an additional insured.
- 10.2. Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance and Eldorado Wall Company must be named as additional insured.
- 10.3. Owner shall be responsible for purchasing property insurance of a builder’s risk “all risk” form to include the amount of the total value of the Project on a replacement cost basis to insure against loss from including but not limited to: fire, theft, vandalism, natural disasters, weather related damage, or damage caused by other sub-contractors work in or near the Project. Deductibles, if any, to be paid by Owner in the event of loss.
- 11. Warranty. Eldorado warrants to the Owner that materials furnished under this Agreement will be of good quality and new. Eldorado further warrants that the Work, whether performed by Eldorado directly or any subcontractor or agent of Eldorado, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the product (e.g. concrete micro cracking), for one (1) year following Acceptance of the Work unless otherwise negotiated and included in the Proposal (Exhibit A). Work or materials not conforming to these requirements shall be considered defective. Eldorado further

warrants that it shall perform its services consistent with the professional skill and care ordinarily provided by those in Eldorado's field. Equipment incorporated into the Work shall be warranted by the manufacturer of such Equipment. Eldorado will assign and transfer to Owner all manufacturer warranties regarding all Equipment incorporated into the Work. Eldorado's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Eldorado or its subcontractors or agents, improper or insufficient maintenance, or improper operation.

12. Indemnification:

12.1. To Eldorado: To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Eldorado and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Owner's breach or failure to comply with this Agreement, (b) personal injury or death to any person including employees of Eldorado or Subordinate Parties, (c) property damage including claims for loss of use, (d) any use by Owner or other parties subordinate to the Owner on the Project of Eldorado's tools and equipment, or (e) future operations of the climbing wall which arise out of or result from, or are in any way connected with, the Project or the operations or acts of commission or omission of Owner, including those of its Subordinate Parties, unless the injuries or damages are caused by the sole negligence of Eldorado,

12.2. To Owner: To the fullest extent permitted by law, Eldorado shall defend, indemnify and hold harmless Owner and its agents, employees, owners, officers, members, partners, affiliates, and successors from and against any and all liabilities, claims, causes of action, lawsuits, or expenses including attorney's fees arising from (a) Eldorado's breach or failure to comply with this Agreement, (b) personal injury or death to any person (including employees of Owner) or property damage (including claims for loss of use), or (c) defective construction of the climbing wall. which arise out of or result from, or are in any way connected with the operations or acts of commission or omission of Eldorado, including those of its subcontractors and agents, unless the injuries or damages are caused by Owner.

13. Events of Default. The following shall be considered "Eldorado Events of Default":

13.1. If Eldorado persistently fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) days' notice from Owner, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

13.2. If Eldorado materially breaches this Agreement and fails, after twenty (20) Days' notice from Owner, to commence a cure to correct such breach and thereafter diligently pursues such cure to completion (such breach to include, but not be limited to, failure to make payment to subcontractors for materials or labor in accordance with the respective agreements between Eldorado and subcontractors or persistent disregard of applicable laws)

13.3. If a custodian, trustee or receiver is appointed for Eldorado or if Eldorado becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or Eldorado causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for Eldorado, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Eldorado, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

13.4. Remedies of Owner upon a Design-Builder Event of Default.

13.4.1. Termination. Upon the occurrence of an Eldorado Event of Default, Owner shall have the right to terminate this Agreement upon an additional ten (10) Days written notice to Eldorado, provided that Eldorado has not commenced and diligently continued a cure within such ten (10) Day period. Without prejudice to any other rights or remedies of Owner, Owner may:

13.4.1.1. Take possession of all materials delivered to the site and stored on-site for purposes of being incorporated into the Work, Eldorado's equipment and other personal property not intended to be incorporated into the Work is not subject to this provision or other forfeiture;

13.4.1.2. Finish the Work by whatever reasonable method Owner may deem expedient. When Owner terminates the Agreement as aforesaid, Eldorado shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price

exceeds costs incurred in finishing the Work, such excess shall be paid to Eldorado, up to the amount due Eldorado to date.

- 13.5. Stop the Work. Upon the occurrence of an Eldorado Event of Default, Owner, by written order signed by Owner, may deliver a notice to Eldorado setting forth that such a persistent and material failure is occurring and has occurred, and demanding that Eldorado commence a cure of such persistent and material failure within ten (10) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, Owner may, by written notice to Eldorado, order Eldorado to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
14. Termination of Agreement. Eldorado reserves the right to terminate this Agreement for nonpayment of invoices and work progress as stipulated in Section 3 of this Agreement.
- 14.1. Eldorado or Owner may terminate this Agreement for convenience by providing thirty (30) days' written notice to the other party.
- 14.2. .
15. Owner's damages in the execution of this Agreement are limited to the Owner's costs of repairs, as determined by Eldorado's sole discretion. Liquidated damages, facility downtime and/ or lost profits are specifically excluded.
16. Permits, licenses, taxes, building inspections, welding inspections, material testing, fees for prevailing wage (Davis-Bacon) or Union labor and the management thereof are not provided by Eldorado unless otherwise indicated in the Proposal.
- 16.1. It is assumed that the climbing wall installation will be considered by the regional planning department to be a pre-engineered "fixture" that is designed and fabricated, shipped to the installation location and installed by an installation crew. The owner is purchasing a large object requiring expert assembly, not a construction project whereby wet-stamped drawings certified by a local State approved engineer will be required.
- 16.2. The Owner is responsible for fulfilling all requirements of local building department jurisdictions including the submission of any documents. It is the Owner's responsibility to investigate and fulfill these requirements at the Owner's cost
17. Bonds. No bid bonds or performance and payment bonds are included in this Agreement unless specifically designated in the Proposal.
18. Confidential Information. As used in this Agreement "Confidential Information" will mean all confidential information of Eldorado, whether or not such information is marked or otherwise designated as confidential, whether disclosed in writing, electronically or orally, including, but not limited to climbing facility and wall designs, business plans and strategies, manufacturing facility plans, product recipes and formulations and processes, product specifications, bills of materials, know-how, improvements, discoveries, inventions, techniques, new or proposed products, financial information and budgets, projections, prices, costs, customer and supplier lists, contract terms, terms of bids and lists of consultants or contacts, all of which has value to Eldorado because such information is not known to Eldorado's competitors.
- 18.1. Except as Eldorado may consent to in writing or if such disclosure is required by law, at no time either before, during, or subsequent to the Owner's engagement of Eldorado will the Owner (a) disclose, publish or make available any Confidential Information to anyone, other than to those employees, officers or directors of the Owner or those agents of the Owner who need to know such Confidential Information in order to perform their duties on behalf of Owner on the Project; or (b) sell, transfer or otherwise use or exploit any Confidential Information.
- 18.2. The Owner shall have no obligation of confidentiality and non-disclosure with respect to (a) information disclosed to it which is in the public domain at the time of disclosure, or which later comes into the public domain without the Owner's breach of this Agreement, or (b) disclosures made by the Owner in response to any Open Records Request, deposition, interrogatory, request for documents, subpoena, civil investigative demand, inquiry from a regulatory agency or process or any similar legal process ("Legally Compelled Disclosure") provided that the Owner complies with the following conditions:
- 18.2.1. In the event that the Owner or any of its officers, directors, members, shareholders, employees, agents or representatives are requested or become subject to make a Legally Compelled Disclosure of any of the Confidential Information, it shall first provide Eldorado with prompt written notice of such requirement so that Eldorado may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or if Eldorado waives compliance with the provisions hereof, the Owner agrees to furnish only that portion of Eldorado's Confidential

Information which Eldorado waives, which the Owner is advised by written opinion of counsel is legally required, or which is specifically ordered by a court of competent jurisdiction.

19. Ownership and Use of Documents

- 19.1. All submittals and other documents provided by Eldorado including any designs, drawings, specifications, construction documents, processes, calculations, sketches, models, records, reports, notes, compilations or other recorded matter, and copies or reproductions thereof, are instruments of Eldorado's service and all intellectual property rights in such documents shall belong to Eldorado. The Owner will keep these documents as an agent and custodian subject to Eldorado's control.
- 19.2. Upon termination of Eldorado's negotiation or discussions with Owner for any reason, the Owner will deliver to Eldorado all physical, written and graphical and electronic materials and media in the Owner's possession or under the Owner's control, including all copies, containing or disclosing Confidential Information of Eldorado or its customers, suppliers, joint ventures, licensors, licensees or distributors. Both during and after Eldorado's engagement, all such materials and media shall belong to Eldorado, whether or not Eldorado prepared such materials.
- 19.3. Eldorado grants to Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all such documents for any purpose in connection with the Project. Without limiting the foregoing, Owner may use all such documents in connection with Owner's use, maintenance and modification of the Project.
- 19.4. Should Owner sell or distribute design documents to others not involved with the Project that causes the design to be replicated in part or in whole, Owner shall be liable to and reimburse Eldorado for damages and lost revenue resulting from such distribution.

20. Non-compete

- 20.1. Owner understands that designs, construction processes, and structural details of Eldorado are proprietary and agrees that during the course of the Agreement and for a period of five (5) years immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of Eldorado or the Owner, with or without notice, the Owner will not, without the prior written consent of Eldorado, serve as a partner, employee, consultant, officer, director, manager, agent, associate, or directly or indirectly own, purchase, organize or take preparatory steps for the organization of, or build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to Eldorado's business of designing and building custom climbing walls.

21. Miscellaneous provisions.

- 21.1. Owner agrees to follow all manufacturers' guidelines for the use of equipment and specialized climbing products provided by Eldorado in conjunction with the Project. All climbing equipment, auto belays and equipment manufactured by others will carry the original manufacturer's warranty only.
- 21.2. If any term or provision of this Agreement is deemed void or unenforceable, it shall not invalidate any other term or provision of the Contract Documents, which shall remain in full force and effect.
- 21.3. This Agreement constitutes the entire agreement between Eldorado and Owner and no oral representations or other agreements have been made by Eldorado. This Agreement may not be

changed in any way except as herein provided, and no provision hereof may be waived by Eldorado except in writing signed by its duly authorized officers or agent. This Agreement supersedes any previous agreement between the Eldorado and the Owner.

21.4. The parties' obligations under this Agreement may not be modified, released or terminated, in whole or in part except in a writing signed by the other party. Any waiver by a party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach thereof.

21.5. The parties' obligations under this Agreement will survive the termination of discussions or negotiations. This Agreement will inure to the benefit of any and be binding upon the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

21.6. Eldorado has the right to take photography and video of the climbing wall and facility during and after completion of the installation and when the wall is fully functioning for marketing and sales purposes provided, however, nothing in this Section 21.6 shall be deemed to grant Eldorado any permission, right or license to use (i) Owner or its affiliates name or other trademarks without the prior written consent of Owner or its affiliates, as applicable, (ii) any third party trademarks that may be captured in such photography or video, or (iii) any likeness of any individual that may be captured in such photography or video.

22. Addendums: n/a

[Signatures on following page]

In witness whereof, Eldorado and Owner have executed this agreement as set forth below.

Name of Owner: The City of College Park, Georgia

By qualified representative:

Name: Bianca Motley Broom

Title: Mayor

Date: _____

Signature: _____

Eldorado Wall Company, Inc.

By qualified representative:

Name: Kevin Volz

Title: CEO

Date: _____

Signature: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8366

DATE: September 30, 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, Hemphill & Walker

PURPOSE: To reduce the speeding from vehicular traffic on Cambridge Avenue at Conley Street, Cambridge Avenue at Hemphill 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. Code Section 19-38 contains a list of all intersections designated with single and "all way" stop signs. The attached ordinance amends Section 19-38 to include "all way" stop signs at the below referenced intersections.

RECOMMENDATION: To convert two-way stop intersections to four-way stops at the intersection of Walker Avenue at College Street, Cambridge Avenue at Hemphill Street and the intersection of Conley St.at Cambridge Avenue.

BACKGROUND: All intersections are residential areas that has a lot of pedestrian traffic through out the day. There has been a public outcry in all 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 and Hemphill 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: October 5, 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

ATTACHMENTS:

- CP Ordinance Amending Sec.19-38 (PDF)

Review:

- Sharis McCrary Completed 09/30/2020 12:09 PM
- Rosyline Robinson Completed 09/30/2020 12:25 PM
- Mike Mason Completed 09/30/2020 1:30 PM
- City Attorney's Office Completed 09/30/2020 1:30 PM
- Terrence R. Moore Completed 09/30/2020 5:56 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE NO. 2020-__

1 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, THE CITY OF COLLEGE
2 PARK, GEORGIA, CHAPTER 19 (TRAFFIC) ARTICLE II (OPERATION OF VEHICLES)
3 SECTION 19-38 (“STOP” INTERSECTION DESIGNATED); TO PROVIDE FOR REPEAL
4 OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION
5 AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

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

8 WHEREAS, the governing body of the City is authorized by O.C.G.A. § 36-35-3 to
9 adopt ordinances relating to its property, affairs, and local government; and

10 WHEREAS, the governing body desires to amend Section 19-38 of its Code of
11 Ordinances to include additional intersections with “all way” stop signs; and

12 WHEREAS, the public health, safety, morals, and general welfare of the citizens of the
13 City will be positively impacted by the adoption of this Ordinance.

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

16 Section 1. Chapter 19 (Traffic), Article II (Operation of Vehicles), Section 19-38
17 (“Stop” Intersection Designated) of the Code of Ordinances of the City of College Park is hereby
18 amended as shown in the red text below:

19 “Sec. 19-38. - "Stop" intersection designated.

20 All vehicles must comply with state traffic regulations regarding stop signs at the following
21 intersections:

22 (1) *Single stop signs.*

Single Stop Signs	
Adams Street	Intersections with Columbia Avenue, Virginia Avenue, Hardin Avenue and Walker Avenue.
Airport Boulevard	Intersection with Sullivan Road.
Alexandria Way	Intersections with Skyline Drive and Lakeshore Drive.
Almand Drive	Intersections with Rugby Avenue and Park Terrace.
Arundel Drive	Intersection with Greenspring Road.
Atlanta Street	Intersections with Columbia Avenue, Harvard Avenue, Princeton Avenue, Princeton Drive, Virginia Avenue, Rugby Avenue and Lyle Avenue.
Auditorium Way	Intersection with Princeton Avenue.
Brandon Road	Intersections with Greenspring Road and Herschel Road.
Brown Drive	Intersection with Roosevelt Highway.
Cambridge Avenue	Intersections with Almand Drive, Main Street, and East Main Street.
Cannon Court	Intersection with Atlanta Street.
Carriage Way	Intersection with Washington Road.
Charbett Drive	Intersection with Godby Road.
Charlestown Drive	Intersection with Herschel Road.
Clipper Drive	Intersection with Godby Road.
College Street	Intersections with Vesta Avenue and Lyle Avenue.
Columbia Avenue	Intersections with Main Street and Myrtle Street.

Conley Street	Intersections with Princeton Avenue, Virginia Avenue, Cambridge Avenue , Rugby Avenue and Roosevelt Highway.
Connally Street	Intersections with Vesta Avenue, and Lyle Avenue , and Convention Center
Access Road	Intersection with Convention Center Concourse.
Dogwood Street	Intersections with Vesta Avenue and Vassar Avenue.
East Main Street	Intersections with Harvard Avenue and Rugby Avenue.
Edison Drive	Intersections with West Point Avenue, and Sullivan Road and Embarcadero Lane
(private drive)	Intersection with Sullivan Road.
Embassy Drive	Intersection with Edison Drive and Riverdale Road.
English Lane	Intersection with Lyle Avenue.
Fairway Drive	Intersection with Washington Road.
Flowers Drive	Intersection with Lyle Road and Rugby Avenue.
Fredericksburg Drive	Intersection with Lakeshore Drive.
Glenda Drive	Intersections with Williamsburg Drive and Lakeshore Drive.
Godby Place	Intersection with Godby Road and Golf View Drive
(private drive)	Intersection with Herschel Road.
Greenspring Road	Intersections with Roosevelt Highway and Colonial Drive.
Hardin Avenue	Intersection with East Main Street and Hardin Avenue
Cul-De-Sac	Intersection with Hardin Avenue.

Harris Drive	Intersections with Park Terrace and Rugby Avenue.
Harvard Avenue	Intersections with East Main Street, Jefferson Street, Adams Street and Perkins Drive.
Hawthorne Avenue	Intersections with Hemphill Street, Main Street and East Main Street.
Hawthorne Terrace	Intersections with Hawthorne Avenue and Temple Avenue.
Hemphill Street	Intersections with Cambridge Avenue , Rugby Avenue, Walker Avenue and Mercer Avenue.
Herschel Road	Intersection with Roosevelt Highway.
Hopewell Road	Intersection with Mayflower Road.
Howard Drive	Intersection with Princeton Avenue and Hawthorne Avenue.
Hyannis Court	Intersection with Massachusetts Boulevard.
J. T. Alexander Avenue	Intersection with Atlanta Street.
Jackson Street	Intersections with Princeton Avenue, Temple Avenue, Hawthorne Avenue, Virginia Avenue, Cambridge Avenue, Mercer Avenue and Vesta Avenue.
Jefferson Street	Intersection with Hardin Avenue.
John Calvin Avenue	Intersections with Main Street, East Main Street, Jackson Street Adams Street, Myrtle Street and Madison Street.
Karen Road	Intersections with Arlene Road and Janice Drive.
Kent Road	Intersection with Janice Drive.
Lafayette Lane	Intersections with York Road and Janice Drive.
Lakeshore Drive	Intersections with Janice Drive and Herschel Road.

Lee Street	Intersections with Princeton Avenue, Temple Avenue, Hawthorne Avenue, John Calvin Avenue, Virginia Avenue, Cambridge Avenue, Rugby Avenue, and Walker Avenue <u>and</u> , Limetree Way
(private drive)	Intersection with Godby Road.
Lowndes Street	Intersection with Vesta Avenue.
Lyle Avenue	Intersection with Main Street.
Lyle Terrace	Intersection with Lyle Road.
Madison Street	Intersections with Hawthorne Avenue, Temple Avenue, Vassar Avenue and Vesta Avenue.
Massachusetts Boulevard	Intersection with Sullivan Road.
Mayflower Road	Intersection with Greenspring Road.
Mercer Avenue	Intersections with Pierce Street, Main Street and East Main Street.
Monroe Street	Intersections with Hardin Avenue and Cambridge Avenue.
Monticello Way	Intersection with Herschel Road.
Mt. Vernon Way	Intersection with Fredericksburg Drive.
Myrtle Lane	Intersections with Adams Street and Myrtle Street.
Myrtle Street	Intersections with Harvard Avenue, Princeton Avenue, Virginia Avenue, Hardin Avenue, Cambridge Avenue, Walker Avenue, Vesta Avenue and Hawthorne Avenue.
Napoleon Street	Intersections with Harvard Avenue, Cambridge Avenue, Rugby Avenue and Mercer Avenue.
North West Drive	Intersections with Global Gateway Connector and Airport Drive.

Oglethorpe Avenue	Intersection with Conley Street.
Old National Highway	Intersection with Herschel Road.
Old National Parkway	Intersections with Old National Highway and Godby Road.
Oxford Avenue	Intersections with Conley Street, College Street and Main Street.
Palmour Court	Intersection with Harris Drive.
Parkview Circle	Intersection with Rugby Lane.
Parkview Drive	Intersection with Rugby Avenue.
Perkins Drive	Intersection with Fairway Drive.
Phoenix Parkway	Intersections with Phoenix Boulevard and West Fayetteville Road.
Princeton Avenue	Intersections with Fairway Drive, Rhodes Street, McDonald Street, East Main Street, Washington Street, and Hawthorne Avenue.
Redwine Avenue	Intersections with Fairway Drive and McDonald Street.
Reed Street	Intersections with Walker Avenue and Mercer Avenue.
Rhodes Street	Intersection with Roosevelt Street.
Ridgeway Avenue	Intersection with Parkview Drive.
Global Gateway Connector	Intersection with Roosevelt Highway.
Roosevelt Street	Intersection with McDonald Street.
Rugby Avenue	Intersection with Washington Road.

Rugby Lane	Intersection with Parkview Drive.
Rugby Terrace	Intersections with Rugby Circle and Park Terrace.
Simmons Avenue	Intersection with Atlanta Street.
Skyline Drive	Intersections with Mt. Vernon Way and Herschel Avenue.
Southampton Road	Intersection with West Fayetteville Road.
Southport Road	Intersections with Embassy Drive and Sullivan Road.
St. Joe Boulevard	Intersection with Sullivan Road.
T. Owen Smith Way	Intersections with Best Road and Riverdale Road.
Temple Avenue	Intersections with East Main Street, Howard Drive, Princeton Avenue and Hawthorne Avenue.
Vassar Avenue	Intersection with Myrtle Street.
Vesta Avenue	Intersections with Main Street and Adams Street.
Victoria Street	Intersections with Yale Street, John Wesley Avenue, Columbia Avenue, Harvard Avenue, John Calvin Avenue, Virginia Avenue, Cambridge Avenue, Rugby Avenue and Lyle Avenue.
Virginia Avenue	Intersection with East Main Street.
Walker Avenue	Intersections with Main Street, <u>and</u> East Main Street and College Street.
Walker Creek	Intersection with West Fayetteville Road.
Washington Street	Intersections with Temple Avenue and Hawthorne Avenue.
West Point Avenue	Intersections with Sullivan Road, Best Road and Lesley Crossing.

White City Road	Intersection with Janice Drive.
White Street	Intersections with Cambridge Avenue, Rugby Avenue and Walker Avenue.
Wickersham Crossing	Intersections with Roosevelt Highway and West Point Avenue.
Wickersham Drive	Intersection with West Point Avenue.
Williamsburg Drive	Intersection with Skyline Drive.
Windsor Forrest Court	Intersections with Godby Road and Windsor Forrest Lane.
Windsor Forrest Lane	Intersection with Godby Road.
Winthrop Road	Intersections with Winthrop Drive and Greenspring Road.
Yale Avenue	Intersections with Conley Street, College Street and Main Street.
Yates Drive	Intersection with Janice Drive.
York Road	Intersection with Lakeshore Drive.
Yorktowne Drive	Intersection with Godby Road.
Young Drive	Intersections with Washington Road and Flowers Drive.

- 23 (2) *All way stop signs.* Intersections of:
- 24 a. Best Road and Sullivan Road.
- 25 b. Cambridge Avenue and Atlanta Street.
- 26 c. Cambridge Avenue and College Street.
- 27 d. Cambridge Avenue and Conley Street.
- 28 c.e. Cambridge Avenue and Hemphill Street.
- 29 d.f. Cambridge Avenue and Madison Street.

- 30 e.g. Cambridge Avenue and Pierce Street.
- 31 f.h. College Street and John Wesley Avenue.
- 32 g.i. Columbia Avenue and Conley Street.
- 33 h.j. Columbia Avenue and Jefferson Street.
- 34 i.k. Columbia Avenue and Lee Street.
- 35 j.l. Columbia Avenue and Napoleon Street.
- 36 k.m. Hardin Avenue and Jackson Street.
- 37 l.n. Hardin Avenue and Lee Street.
- 38 m.o. Hardin Avenue and Madison Street.
- 39 n.p. Harvard Avenue and Washington Street.
- 40 o.q. Hawthorne Avenue and Adams Street.
- 41 p.r. Hawthorne Avenue and Jefferson Street.
- 42 q.s. Hemphill Street and John Calvin Avenue.
- 43 r.t. John Calvin Avenue and College Street.
- 44 s.u. John Calvin Avenue and Jefferson Street.
- 45 t.v. John Wesley Avenue and Conley Street.
- 46 u.w. John Wesley Avenue and Napoleon Street.
- 47 v.x. Lowe Street and Vesta Avenue.
- 48 w.y. Lyle Avenue and College Street.
- 49 x.z. Lyle Avenue and Lowe Street.
- 50 y.aa. Lyle Road and Harris Road.
- 51 z.bb. Lyle Road and Pierce Street.
- 52 aa.cc. Mercer Avenue and Adams Street.
- 53 bb.dd. Mercer Avenue and Atlanta Street.
- 54 cc.ee. Mercer Avenue and College Street.
- 55 dd.ff. Mercer Avenue and Madison Street.
- 56 ee.gg. Mercer Avenue and Myrtle Street.
- 57 ff.hh. Mercer Avenue and Victoria Street.
- 58 gg.ii. Princeton Avenue and Adams Street.
- 59 hh.jj. Princeton Avenue and Jefferson Street.
- 60 ii.kk. Princeton Avenue and Princeton Drive.
- 61 jj.ll. Redwine Avenue and Rhodes Street.

- 62 kk.mm. Ross Avenue and Rhodes Street.
- 63 ll.nn. Rugby Avenue and College Street.
- 64 mm.oo. Rugby Avenue and Jackson Street.
- 65 nn.pp. Rugby Avenue and Pierce Street.
- 66 oo.qq. Rugby Avenue and Rugby Circle.
- 67 pp.rr. Temple Avenue and Adams Street.
- 68 qq.ss. Temple Avenue and Jefferson Street.
- 69 rr.tt. Vesta Avenue and Adams Street.
- 70 ss.uu. Vesta Avenue and Elm Street.
- 71 tt.vv. Virginia Avenue and College Street.
- 72 uu.ww. Virginia Avenue and Hemphill Street.
- 73 vv.xx. Virginia Avenue and Howell Slade Circle.
- 74 yy. Walker Avenue and Atlanta Street.
- 75 ww.zz. Walker Avenue and College Street.
- 76 xx.aaa. Walker Avenue and Conley Street.
- 77 yy.bbb. Walker Avenue and Jackson Street.
- 78 zz.ccc. Walker Avenue and Madison Street.
- 79 aaa.ddd. Walker Avenue and Napoleon Street.
- 80 bbb.eee. Walker Avenue and Rugby Avenue.
- 81 ccc.fff. Walker Avenue and Victoria Street.
- 82 ddd.ggg. Williamsburg Drive and Fredericksburg Drive.
- 83 eee.hhh. Williamsburg Drive and Mt. Vernon Way.
- 84 fff.iii. Madison Street and Princeton Avenue.”

85

86 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby

87 incorporated by reference as if fully set out herein.

88 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all

89 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their

90 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

91 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest

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

98 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
99 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
100 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
101 express intent of the Mayor and Council that such invalidity, unconstitutionality or
102 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
103 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
104 sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
105 clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,
106 enforceable, and of full force and effect.

107 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
108 expressly repealed.

109 **Section 5.** Penalties in effect for violations of Chapter 1 of the Code of Ordinances, City
110 of College Park, Georgia at the time of the effective date of this Ordinance shall be and are
111 hereby made applicable to this Ordinance and shall remain in full force and effect.

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

ORDAINED this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8357

DATE: September 30, 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: October 5, 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 09282020 (PDF)
- Top Ten Delinq Property Tax Accounts 09282020 - 2018 (PDF)

Review:

- Althea Philord-Bradley Completed 09/30/2020 11:30 AM
- Rosyline Robinson Completed 09/30/2020 5:19 PM
- Terrence R. Moore Completed 09/30/2020 5:48 PM
- Mayor & City Council Pending 10/05/2020 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of September 28, 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 23rd - Email correspondence with principal investors - 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	Park N Ticket	3945 Conley St		\$ 2,877.14	Clayton - Real	9/24/20 Sent reminder email - balance due from appeal settlement	2019
Filed	King Group Mgmt LLC	0 Roosevelt Hwy		\$ 2,508.52	Fulton - Real	8/11/20 Re-sent Statements	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		\$ 551.67	Fulton - Real	9/23/20 - Spoke with Owner, payment of \$1,500 made on Sept 23rd. Revised balance reflects payment	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	9/24/20 Emailed owner at place of business	2019
Filed	DNK Holdings LLC	1794 Walker Ave		\$ 1,328.17	Fulton - Real	9/24/20 Emailed Property Owner. Collection Agency reaching out as well	2019

\$ 41,956.27

Y Represents Lien filed against account.
NA Signifies account has not met statutory requirement for lien to be filed

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,568.10	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 28, 2020

<u>Lien</u>	<u>Taxpayer Name</u>	<u>Property Address</u>	<u>Business Name If Known</u>	<u>Amount</u>	<u>District - Tax Type</u>	<u>Additional Comments</u>	<u>Tax Years</u>
Y	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: 8358

DATE: September 30, 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: October 5, 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 092920 (Redacted) (DOCX)
- RC Aging 092820 Redacted (DOCX)
- CF Aging 092820 Redacted (DOCX)
- CCAging 092820 (DOCX)
- Top Ten Report 092920 - Redacted (XLSX)
- September 2020 Cut-on report 093020 - Redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 09/30/2020 10:17 PM
- Rosyline Robinson Completed 10/01/2020 3:54 PM
- Terrence R. Moore Completed 10/01/2020 11:35 AM
- Mayor & City Council Pending 10/05/2020 7:30 PM

City of College Park

A / R A G I N G

09/29/2020 08:15:22

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	0001			217.52	21.63	20.82	1677.42	1937.39	02/04/2019	47.81
001	0001			1146.86	877.79	169.64	0.00	2194.29	09/08/2020	400.00 T
001	0001			894.52	340.93	252.02	403.74	1891.21	08/03/2020	100.00 T
001	0003			860.58	341.25	270.88	538.65	2011.36	04/10/2020	175.00
001	0003			3712.79	1347.51	512.35	0.00	5572.65	09/08/2020	537.00 T
001	0003			1870.94	726.67	248.70	0.00	2846.31	08/19/2020	1800.00
001	0004			639.83	264.51	334.26	1322.14	2560.74	08/10/2020	100.00 T
001	0004			528.11	229.85	202.32	1000.22	1960.50	06/17/2020	250.00 T
8 Subtotals for Cycle 001				9871.15	4150.14	2010.97	4942.17	20974.45		
Cycle: 8										
008	0001			821.64	977.09	428.41	0.00	2227.14	08/10/2020	175.00
008	0001			859.36	223.89	128.47	1493.47	2705.19	09/21/2020	681.94
008	0001			927.09	325.55	301.05	433.26	1986.95	08/20/2020	230.00
008	0001			1010.37	321.53	365.61	339.22	2036.73	09/21/2020	200.00 T
008	0001			527.83	241.86	193.64	206.33	1169.66	09/25/2020	225.00 T
008	0001			308.17	238.23	153.56	825.11	1525.07	07/19/2020	65.00 T
008	0001			538.09	244.40	175.74	80.41	1038.64	09/01/2020	56.00 T
008	0001			657.49	277.82	275.66	830.48	2041.45	09/14/2020	50.00 T
008	0002			899.86	1315.19	152.61	0.00	2367.66	08/31/2020	733.90
008	0002			261.98	69.64	71.65	1003.39	1406.66	07/24/2020	150.00 T
008	0002			540.46	241.54	206.43	1063.86	2052.29	03/04/2020	135.00
008	0002			259.71	255.00	289.58	792.94	1597.23		T
008	0002			241.39	124.97	94.89	831.56	1292.81	09/10/2020	100.00
008	0003			112.06	114.80	150.91	1099.87	1477.64	02/06/2020	608.92
008	0004			738.08	249.29	257.01	525.78	1770.16	08/10/2020	700.00 T
15 Subtotals for Cycle 008				8703.58	5220.80	3245.22	9525.68	26695.28		
Cycle: 15										
015	0001			140.37	48.01	144.22	876.25	1208.85	01/10/2020	200.00 T
015	0001			532.56	404.21	266.32	893.06	2096.15	08/10/2020	475.00 T
015	0002			345.00	225.55	170.69	502.54	1243.78	02/14/2020	368.11 T
015	0002			601.12	379.03	423.45	1128.03	2531.63	02/04/2020	238.00 T
015	0002			479.77	258.65	225.93	855.65	1820.00	01/07/2020	115.00 T
015	0003			5766.61	2558.12	0.00	0.00	8324.73	08/11/2020	8770.77 O
6 Subtotals for Cycle 015				7865.43	3873.57	1230.61	4255.53	17225.14		

City of College Park

A / R A G I N G

09/29/2020 08:15:24

Page: 2

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

Cycle: 22

022	0002			278.38	268.97	277.92	525.07	1350.34	09/03/2020	300.00 T
-----	------	--	--	--------	--------	--------	--------	---------	------------	----------

1 Subtotals for Cycle 022

				278.38	268.97	277.92	525.07	1350.34		
--	--	--	--	--------	--------	--------	--------	---------	--	--

30 Grand Totals

				26718.54	13513.48	6764.72	19248.45	66245.21		
--	--	--	--	----------	----------	---------	----------	----------	--	--

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

09/28/2020 08:09:57

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 8										
008	0001			623.58	233.37	191.32	172.04	1220.31	01/31/2020	56.94 T
2 Subtotals for Cycle 008				1217.73	516.28	356.75	172.04	3435.36		
Cycle: 15										
015	0001			1072.21	357.20	202.06	440.74	2072.21	08/27/2020	303.53 T
015	0001			319.05	192.57	240.87	422.06	1174.55	04/17/2020	225.09 T
015	0001			357.91	215.90	188.57	435.23	1197.61		T
015	0001			470.24	151.93	235.66	244.92	1102.75	04/24/2020	100.00 T
015	0001			314.74	128.58	91.80	764.87	1299.99	02/10/2020	100.00 T
015	0003			1076.37	421.91	418.95	1115.24	3032.47	08/28/2020	496.00 T
6 Subtotals for Cycle 015				3610.52	1468.09	1377.91	3423.06	9879.58		
8 Grand Totals				4828.25	1984.37	1734.66	3595.10	13314.94		

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

09/28/2020 08:13:04

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
001	0002	10240850-01		3851.61	1540.65	1430.82	828.89	7651.97	08/11/2020	1500.00	
001	0002	10241550-03		42769.83	17689.19	0.00	0.00	60459.02	09/09/2020	20102.52	O
001	0002	20230250-04		2725.12	998.14	0.00	0.00	3723.26	07/14/2020	888.82	O
3 Subtotals for Cycle 001				49346.56	20227.98	1430.82	828.89	71834.25			
008	0003	20250450-01		974.30	439.19	383.72	330.00	2127.21	08/31/2020	600.00	O
008	0003	20250900-05		400.38	328.30	211.79	797.82	1738.29	03/02/2020	127.24	O
008	0003	20251165-02		1987.99	718.56	1149.41	2046.58	5902.54	04/28/2020	417.97	O
008	0003	40270125-00		8378.19	3665.39	2234.10	0.00	14277.68	09/14/2020	4452.98	
008	0003	40270585-03		2199.41	1021.39	18.88	0.00	3239.68	08/12/2020	2000.00	T
008	0003	40270603-00		2032.17	831.79	628.73	592.51	4085.20	05/20/2020	2270.69	
008	0003	50013390-02		327.33	61.63	57.86	1859.65	2306.47	12/13/2019	109.00	T
008	0004	30263033-01		24033.58	11349.16	10029.94	19115.98	64528.66	04/28/2020	13501.88	
8 Subtotals for Cycle 008				40333.35	18415.41	14714.43	24742.54	98205.73			
Cycle: 15											
015	0000	40272740-01		535.15	223.56	204.10	229.10	1191.91	06/03/2020	204.10	
015	0000	40516238-03		752.46	417.00	417.00	2103.63	3690.09			O
015	0000	40516240-02		1119.55	619.55	619.55	5022.52	7381.17			O
015	0002	40810158-04		177.73	77.40	78.31	889.61	1223.05	01/24/2020	251.64	T
015	0003	40280125-02		1616.89	833.14	341.79	0.00	2791.82	08/25/2020	1073.99	T
015	0003	40280310-02		1367.33	641.56	595.74	898.64	3503.27	08/11/2020	300.00	T
015	0003	40280900-01		1819.86	817.73	0.39	0.00	2637.98	08/11/2020	14.00	T
015	0003	40280905-00		1671.71	728.66	0.48	0.00	2400.85	08/11/2020	173.00	T
9 Subtotals for Cycle 015				9060.68	4358.60	2257.36	9143.50	24820.14			
Cycle: 21											
021	0001	10702040-03		68.00	34.00	32.38	1173.72	1308.10	05/04/2020	150.00	O
1 Subtotals for Cycle 021				68.00	34.00	32.38	1173.72	1308.10			
21 Grand Totals				98808.59	43035.99	18434.99	35888.65	196168.22			

City of College Park

A / R A G I N G

09/28/2020 08:13:07

Page: 2

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

09/28/2020 08:10:55

Page: 1

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

Cycle: 8

0 Subtotals for Cycle 008

0.00	0.00	0.00	0.00	0.00
------	------	------	------	------

Cycle: 15

0 Subtotals for Cycle 015

0.00	0.00	0.00	0.00	0.00
------	------	------	------	------

0 Grand Totals

0.00	0.00	0.00	0.00	0.00
------	------	------	------	------

SELECTION CRITERIA

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

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

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
9/29/2020											
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 Bankruptcy
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 Bankruptcy
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			\$6,261.62			\$6,261.62	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			\$3,273.09			\$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			\$307.31	\$2,871.21	\$218.77	\$3,397.29	Yes	180 days	Account Active Customer is a Senior
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					\$63,882.49	\$11,923.69	\$17,644.07	\$93,450.25			
		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
	Prepared by K.Johnson		Grand Totals	#REF!	#REF!
			9/30/2020	\$1,038.64	\$50.00
			9/30/2020	\$774.24	\$536.61
			9/30/2020	\$824.98	\$250.00
			9/30/2020	\$931.28	\$570.00
			9/30/2020	\$839.12	\$450.00
			9/30/2020	\$714.14	\$456.83
			9/30/2020	\$1,022.49	\$783.94
			9/30/2020	\$911.00	\$300.00
			9/30/2020	\$788.87	\$533.62
			9/30/2020	\$864.15	\$618.77
			9/30/2020	\$898.71	\$717.86
			9/30/2020	\$716.27	\$451.53
			9/29/2020	\$1,179.85	\$799.00
			9/29/2020	\$854.22	\$0.00
			9/29/2020	\$903.82	\$200.00
			9/29/2020	\$1,036.17	\$1,036.17
			9/29/2020	\$698.83	\$523.30
			9/29/2020	\$1,882.50	\$701.00
			9/29/2020	\$554.37	\$554.00
			9/29/2020	\$1,807.04	\$300.00
			9/29/2020	\$1,263.22	\$400.00
			9/29/2020	\$560.78	\$560.78
			9/29/2020	\$987.14	\$650.00
			9/29/2020	\$794.29	\$400.00
			9/29/2020	\$1,028.20	\$785.28
			9/29/2020	\$824.94	\$500.00
			9/29/2020	\$2,705.19	\$500.00
			9/29/2020	\$1,840.18	\$1,385.00
			9/29/2020	\$1,336.21	\$0.00
			9/29/2020	\$1,078.90	\$500.00
			9/29/2020	\$715.24	\$715.24
			9/29/2020	\$954.78	\$500.00
			9/29/2020	\$767.36	\$603.06
			9/29/2020	\$1,026.25	\$800.00
			9/29/2020	\$838.07	\$350.00
			9/29/2020	\$1,986.95	\$500.00
			9/29/2020	\$1,441.53	\$1,201.74
			9/29/2020	\$841.95	\$759.00
			9/29/2020	\$1,218.44	\$993.37
			9/29/2020	\$1,034.54	\$833.70
			9/29/2020	\$2,014.80	\$700.00
			9/29/2020	\$917.29	\$482.00
			9/29/2020	\$796.43	\$688.00
			9/29/2020	\$823.11	\$400.00
			9/29/2020	\$649.95	\$325.00
			9/29/2020	\$1,152.94	\$550.00
			9/29/2020	\$877.43	\$500.00
			9/29/2020	\$1,045.11	\$100.00
			9/29/2020	\$1,051.51	\$502.00
			9/29/2020	\$1,145.13	\$852.86
			9/29/2020	\$1,592.47	\$1,040.00
			9/29/2020	\$908.56	\$400.00

9/29/2020	\$1,154.74	\$915.09
9/29/2020	\$1,336.72	\$903.31
9/29/2020	\$732.65	\$500.53
9/29/2020	\$2,227.14	\$1,000.00
9/29/2020	\$1,041.52	\$1,041.52
9/29/2020	\$503.69	\$503.69
9/29/2020	\$929.49	\$929.49
9/29/2020	\$568.90	\$568.90
9/29/2020	\$907.54	\$907.54
9/29/2020	\$936.54	\$936.54
9/29/2020	\$1,254.10	\$855.42
9/29/2020	\$920.05	\$920.05
9/29/2020	\$906.36	\$906.36
9/29/2020	\$1,158.41	\$640.67
9/29/2020	\$1,990.91	\$500.00
9/28/2020	\$1,924.56	\$4,314.33
9/28/2020	\$1,187.03	\$758.00
9/28/2020	\$1,083.74	\$831.99
9/28/2020	\$2,637.98	\$1,829.50
9/28/2020	\$2,400.85	\$1,639.52
9/25/2020	\$662.23	\$514.00
9/24/2020	\$1,341.98	\$496.00
9/24/2020	\$1,686.91	\$1,686.91
9/24/2020	\$549.29	\$549.29
9/24/2020	\$671.86	\$400.00
9/24/2020	\$1,164.20	\$740.00
9/23/2020	\$858.00	\$682.23
9/23/2020	\$3,656.57	\$5,438.93
9/23/2020	\$31,753.24	\$48,171.79
9/23/2020	\$1,559.34	\$1,230.61
9/23/2020	\$817.18	\$710.00
9/23/2020	\$711.29	\$507.20
9/23/2020	\$1,244.03	\$496.00
9/23/2020	\$435.20	\$487.67
9/23/2020	\$866.25	\$400.00
9/23/2020	\$1,155.88	\$625.00
9/23/2020	\$1,684.25	\$800.00
9/23/2020	\$749.66	\$610.09
9/23/2020	\$686.66	\$578.93
9/23/2020	\$1,052.56	\$620.68
9/23/2020	\$722.07	\$350.00
9/23/2020	\$242.67	\$242.67
9/23/2020	\$575.15	\$250.00
9/23/2020	\$684.10	\$539.97
9/23/2020	\$891.71	\$690.57
9/23/2020	\$666.72	\$400.00
9/23/2020	\$867.26	\$580.00
9/23/2020	\$2,842.12	\$2,842.12
9/23/2020	\$2,154.31	\$1,054.68
9/23/2020	\$1,092.70	\$783.16
9/23/2020	\$987.63	\$706.38
9/23/2020	\$858.15	\$663.05
9/23/2020	\$10,004.34	\$10,004.34
9/23/2020	\$987.03	\$793.56
9/22/2020	\$730.04	\$730.04
9/22/2020	\$808.66	\$739.43
9/22/2020	\$951.70	\$300.00
9/22/2020	\$1,187.83	\$500.00
9/22/2020	\$1,638.88	\$1,099.78
9/22/2020	\$1,213.33	\$612.96
9/22/2020	\$1,208.81	\$500.00
9/22/2020	\$52,075.50	\$30,794.27

9/22/2020	\$644.82	\$502.94
9/22/2020	\$1,151.33	\$500.00
9/22/2020	\$856.18	\$400.00

Grand Totals: \$220,612.12 \$173,037.36

September 2020 Reconnects					
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on
	Prepared by K.Johnson		Grand Totals	\$ 265,300.58	\$ 206,536.80

9/22/2020	\$ 692.88	\$ 250.00
9/22/2020	\$ 600.21	\$ 400.00
9/22/2020	\$ 1,034.78	\$ 443.42
9/22/2020	\$ 1,084.33	\$ 1,084.33
9/22/2020	\$ 1,065.15	\$ 815.50
9/22/2020	\$ 683.42	\$ 400.00
9/22/2020	\$ 2,044.80	\$ 600.00
9/22/2020	\$ 1,088.82	\$ 500.00
9/22/2020	\$ 791.50	\$ 662.27
9/22/2020	\$ 1,543.72	\$ 500.00
9/22/2020	\$ 1,131.32	\$ 1,074.07
9/22/2020	\$ 783.64	\$ 783.64
9/22/2020	\$ 726.44	\$ 400.00
9/22/2020	\$ 1,162.04	\$ 726.32
9/22/2020	\$ 819.65	\$ 576.00
9/22/2020	\$ 835.77	\$ 675.00
9/22/2020	\$ 982.44	\$ 646.00
9/22/2020	\$ 943.40	\$ 625.00
9/22/2020	\$ 718.13	\$ 504.52
9/22/2020	\$ 1,527.94	\$ 600.00
9/22/2020	\$ 765.74	\$ 550.00
9/22/2020	\$ 896.60	\$ 365.00
9/22/2020	\$ 781.93	\$ 699.16
9/22/2020	\$ 1,000.28	\$ 840.52
9/22/2020	\$ 1,042.42	\$ 804.84
9/22/2020	\$ 696.73	\$ 550.00
9/22/2020	\$ 989.68	\$ 599.86
9/22/2020	\$ 1,196.75	\$ 919.44
9/22/2020	\$ 999.32	\$ 510.77
9/15/2020	\$ 12,890.23	\$ 12,890.23
9/9/2020	\$ 820.62	\$ 750.00
9/3/2020	\$ 1,553.55	\$ 1,553.55
9/1/2020	\$ 794.23	\$ 200.00

Page 2 Grand Total \$ 44,688.46 \$ 33,499.44

	page*1
Remaining Balance	
#REF!	

- \$988.64
- \$237.63
- \$574.98
- \$361.28
- \$389.12
- \$257.31
- \$238.55
- \$611.00
- \$255.25
- \$245.38
- \$180.85
- \$264.74
- \$380.85
- \$854.22
- \$703.82
- \$0.00
- \$175.53
- \$1,181.50
- \$0.37
- \$1,507.04
- \$863.22
- \$0.00
- \$337.14
- \$394.29
- \$242.92
- \$324.94
- \$2,205.19
- \$455.18
- \$1,336.21
- \$578.39
- \$0.00
- \$454.78
- \$164.30
- \$226.25
- \$488.07
- \$1,486.95
- \$239.79
- \$82.95
- \$225.07
- \$200.84
- \$1,314.80
- \$435.29
- \$108.43
- \$423.11
- \$324.95
- \$602.94
- \$377.43
- \$945.11
- \$549.51
- \$292.27
- \$552.47
- \$508.56

\$239.65
\$433.41
\$232.12
\$1,227.14
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$398.68
\$0.00
\$0.00
\$517.74
\$1,490.91
-\$2,389.77
\$429.03
\$251.75
\$808.48
\$761.33
\$148.23
\$845.98
\$0.00
\$0.00
\$271.86
\$424.20
\$175.77
-\$1,782.36
-\$16,418.55
\$328.73
\$107.18
\$204.09
\$748.03
-\$52.47
\$466.25
\$530.88
\$884.25
\$139.57
\$107.73
\$431.88
\$372.07
\$0.00
\$325.15
\$144.13
\$201.14
\$266.72
\$287.26
\$0.00
\$1,099.63
\$309.54
\$281.25
\$195.10
\$0.00
\$193.47
\$0.00
\$69.23
\$651.70
\$687.83
\$539.10
\$600.37
\$708.81
\$21,281.23

\$141.88
\$651.33
\$456.18

\$47,574.76

	page*2
Remaining Balance	
\$ 58,763.78	

- \$ 442.88
- \$ 200.21
- \$ 591.36
- \$ -
- \$ 249.65
- \$ 283.42
- \$ 1,444.80
- \$ 588.82
- \$ 129.23
- \$ 1,043.72
- \$ 57.25
- \$ -
- \$ 326.44
- \$ 435.72
- \$ 243.65
- \$ 160.77
- \$ 336.44
- \$ 318.40
- \$ 213.61
- \$ 927.94
- \$ 215.74
- \$ 531.60
- \$ 82.77
- \$ 159.76
- \$ 237.58
- \$ 146.73
- \$ 389.82
- \$ 277.31
- \$ 488.55
- \$ -
- \$ 70.62
- \$ -
- \$ 594.23

\$ 11,189.02