



Mayor City Council

Regular Session Meeting

Agenda

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

http://www.collegeparkga.com

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Experience College Park
Georgia's Global City

Monday, May 17, 2021

7:30 PM

Council Chambers

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

2. Additions, Deletions, Amendments, or Changes to the Agenda

3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated May 3, 2021

ACTION:

Empty lines for action items

B. Approval of Workshop Session Minutes dated May 3, 2021.

ACTION:

Empty lines for action items

C. Approval of Budget Meeting Minutes dated April 15 , 2021.

ACTION:

Empty lines for action items

4. Proclamations, Resolutions, Plaques, and Announcements

5. Remarks of Citizens

6. Other Business

A. Consideration of and action on a request from the Life Changing Ministries to hold a Gospel Tent Crusade on May 24, 2021 through June 6, 2021 from 8:00 p.m. until 11:00 p.m. on the vacant BIDA land next to Phillips Park. See memorandum dated May 12, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Special Event Form, Site Plan, Certificate of Insurance, and Hold Harmless Agreement. Ward 4.

ACTION:

Empty lines for action items

-
- B. Consideration of and action on a request from Aye Tea Elle to hold a Outdoor Family Juneteenth event on June 19, 2021 from 1:00 p.m. until 4:30 p.m. at 3749 College Street. See memorandum dated May 12, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Special Event Form. Ward 1.

ACTION:

-
- C. COVID-19 Update. See memorandum dated May 11, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached supporting documentation.
- D. Discussion and update on top ten delinquent property tax payers. See memorandum dated May 12, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- E. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated May 12, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- F. College Park Utility Assistance Grant Program Update. See memorandum dated May 12, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

- A. Public Hearing to receive comments on the proposed Fiscal Year 2021-2022 budget. This is the first of two public hearings scheduled to receive public comments. The second will be held on June 7, 2021. See memorandum dated May 12, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

ACTION:

-
- B. Public Hearing to consider a request for a Conditional Use Permit at 1930 Harvard Avenue. The City Planner recommends consideration of the submitted application based on Mayor and Council's desire for this type of construction. See memorandum dated May 12, 2021 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 2.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Presentation on the scope of work by Peachtree Government Relations (PGR) for the 2021 Georgia Legislative Session and consideration of the renewal of a Legislative

Representation Agreement between the City of College Park and PGR. See memorandum dated May 12, 2021 from Director of Infrastructure and Development Jackson Myers. Also, see attached proposed agreement and PowerPoint presentation prepared by PGR. This is a budgeted item.

ACTION:

- B. Consideration of and action on a request for approval of an agreement between Automatic Data Processing (ADP) and the City of College Park for payroll processing services. See memorandum May 12, 2021 from Director of Human Resources & Risk Management Dwight Baker recommending approval of the agreement beginning July 1, 2021. Also, see attached supporting documentation.

ACTION:

- C. Consideration of and action on a request for approval of Workers' Compensation benefits renewal for 2021 Benefits Plan Year and authorization for the City Manager to execute carrier and vendor partnership documents. See memorandum dated May 12, 2021 from Director of Human Resources & Risk Management Dwight Baker recommending approval of Workers' Compensation benefits offerings effective July 1, 2021. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- D. Consideration of and action on a request for approval to upgrade the City's emergency warning sirens. See memorandum dated May 10, 2021 from Fire Chief Wade Elmore recommending approval of Mobile Communications America, Inc. (MCA) in the amount of \$71,340.83. Also, see attached supporting documentation.

ACTION:

- E. Consideration of and action on a request for approval of the emergency repair of the Southeast Lift Station located at 1219 Forest Parkway. See memorandum dated May 12, 2021 from Director of Infrastructure and Development Jackson Myers recommending JWC Environmental, Inc. in the amount of \$18,795.97. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

-
- F. Consideration of and action on a request for approval of annual “On-Demand” contractual services for the City’s water distribution, storm water and sanitary sewer collection systems. See memorandum dated May 10, 2021 from Director of Infrastructure and Development Jackson Myers recommending Kemi Construction Company and Construction 57 Company, Inc. on an “as needed” basis under the “On-Demand” annual service contract. Also, see attached bid matrix. This is a budgeted item.

ACTION:

- G. Consideration of and action on a request for approval of the pre-treatment of the City’s wastewater chemical injection system at the City of Atlanta Department of Aviation Lift Station #1 located on Riverdale Road. See memorandum dated May 12, 2021 from Director of Infrastructure and Development Jackson Myers recommending Burnett Lime Company to provide pre-treatment of the City wastewater in the bid amount of \$137,430. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- H. Consideration of and action on a request for approval to update the City of College Park's branding and marketing. See memorandum dated May 12, 2021 from Director of Communications Gerald Walker recommending Ethic at a cost to the City of \$29,375.00. Also, see attached bid tabulations and supporting documentation. This is a budgeted item.

ACTION:

- I. Consideration of and action on a request for approval of the annual renewal of the ESRI/GIS software license utilized for GIS city-wide mapping operations. See memorandum dated May 12, 2021 from Chief Information Officer Michael Hicks recommending approval at a cost of \$15,000 annually. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on a request for approval of an Indoor Smoking Ordinance. See memorandum dated May 12, 2021 from City Planner Michelle Alexander. Also, see attached proposed Ordinance.

ACTION:

10. New Business

- A. Consideration of and action on the imposition of a 90-day moratorium on the acceptance of all applications for permits, licenses, or inspections related to the development of occupied shipping container buildings. See memorandum dated May 12, 2021 from City Attorney Danielle Matricardi. Also, see attached City of College Park Ordinance No. 2021-05.

ACTION:

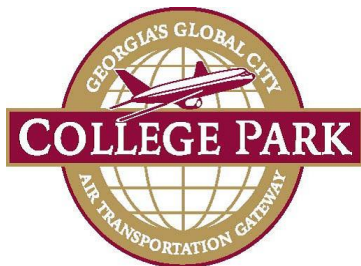
- B. Consideration of action on a request to expand the City of College Park’s Homestead Tax Credits to senior residents. See memorandum dated May 12, 2021 from Director of Finance & Accounting Althea Philord-Bradley.

ACTION:

- C. Consideration of and action on a request for approval to refund donations received from the Mayor's Ball held on November 10, 2018. See memorandum dated May 12 , 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

ACTION:

- 11. City Attorney's Report
- 12. City Manager's Report
- 13. Report of Mayor and Council
- 14. Executive Session
- 15. Approval of Executive Session Minutes
- 16. Adjournment



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8818

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Regular Session Minutes dated May 3, 2021

See attached Regular Session Minutes dated May 3, 2021.

Thank you.

ATTACHMENTS:

- RS050321 (DOCX)

Review:

- Gabrielle Thornton Completed 05/12/2021 10:13 AM
- Rosylene Robinson Completed 05/12/2021 10:32 AM
- Mercedes Miller Completed 05/12/2021 10:56 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
MAY 3, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Marjorie Dent.

2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.

3. Presentation Of Minutes Of City Council.

A. Regular Session held April 19, 2021.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated April 19, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Workshop Session held April 19, 2021.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated April 19, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

Page 39, line 435 – delete “we” – already changed by City Clerk.

C. Budget Session held April 14, 2021.

ACTION: Councilman Clay moved to approve Budget Session Minutes dated April 14, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

D. Budget Session held April 12, 2021.

ACTION: Councilman Clay moved to approve Budget Session Minutes dated April 12, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

- 47 4. Proclamations, Resolutions, Plaques, And Announcements.
48
49 A. Presentation of a Proclamation recognizing Coach Gwyn Hayes for his dedication and
50 service to the community and the College Park Lady RimRockers youth girls basketball
51 program by the Department of Recreation & Cultural Arts.
52
53 Mayor Motley Broom presented the proclamation to Bonita Hayes.
54
55 B. Presentation of a Proclamation designating May 16-22, 2021 as “National Public Works
56 Week” in the City of College Park.
57
58 Mayor Motley Broom presented the proclamation to the Public Works Department.
59
60 Mayor Motley Broom said Public Works is so vital to a strong vital community. We are so,
61 so grateful to our Public Works Department.
62
63 Director of Infrastructure & Development Jackson Myers said thanks to our staff for all the
64 hard work you put in in keeping our city running, not only through the Water & Sewer, the
65 streets and keeping the city clean.
66
67 Mayor Motley Broom asked, anyone in the Body want to add anything?
68
69 Councilman Allen asked, are we doing anything for them at all during that week?
70
71 Interim City Manager Mercedes Miller said I will be doing something for them. I will send
72 out a notice to the Mayor & Council.
73
74 Councilman Allen said let me know if I can help.
75
76 Councilman Clay said I’d like to remind all our residents that a lot of people approach me
77 during the year and brag on our Public Works services in the city. We are head and
78 shoulders above in Public Works.
79
80 Mayor Motley Broom said Ms. Williams will speak now in regard to Item 4a.
81
82 Ms. Williams, Representing Coach Gwyn Hayes of the College Park Lady RimRockers,
83 said Coach Hayes wanted to be here today, but he had a long trip to take. He appreciates
84 you all for letting him coach and being a part of the College Park program. Over the years,
85 he has raised a lot of kids, but at the same time he has met a lot of good kids that went on
86 and made very well of themselves. He appreciates you all and the College Park community.
87
88 Mayor Motley Broom said thank you. We appreciate it.
89
90 C. Presentation of a Proclamation designating May 2-8, 2021 as “Municipal Clerk’s Week”
91 in the City of College Park.
92

93 Mayor Motley Broom said we don't function without Ms. Moore. I know that a lot of
94 people don't understand, and they see her on meetings, and she is the backbone of making
95 these meetings run. Ms. Moore and her team do so much more. We are grateful to our City
96 Staff for all they do to keep our city running.

97
98 Mayor Motley Broom asked, does anyone else want to add anything?
99

100 Councilman Clay said amen.

101
102 Councilman Allen said I want to thank each and every one of you.

103
104 Mayor Motley Broom said Ms. Moore has also gained her certification through the Georgia
105 Municipal Clerk Association. She is working on her International Municipal Certification as
106 well. I think that speaks to her dedication to her position and always seeking additional
107 growth and learning opportunities. We are very fortunate to have her.

108
109 City Clerk Shavala Moore said thanks you all.

110
111 Councilman Allen said thank you.
112

113 D. Introduction of New Employees by Director of Human Resources & Risk
114 Management Dwight Baker.

115
116 Director of Human Resources & Risk Management Dr. Dwight Baker introduced the New
117 Employees as follows:

118		
119	Brian Freeman	Recreation Leader
120	Howard Johnson	Park Ranger
121	James Williams	Park Ranger
122	Melvin Sloan	Park Ranger
123	Andrerica McCaskey	Park Ranger
124	Andrew Hood	Park Ranger
125	Ronald Kilpatrick	Park Ranger
126	Stashuan Louis	Sanitation Driver II
127		

128 Councilman Clay said welcome aboard guys.

129
130 Councilman Allen said thank you for your service.

131
132 Councilman Clay said I'm glad to see Howard back as a park ranger.

133
134 Councilman Gay said for the purpose of Phillips Park, the gentleman has been amazing. I
135 have never seen a park ranger with the fortitude. So, whoever hired him, kudos to them.

136
137 5. Remarks Of Citizens. Remarks were read into the record by City Clerk Shavala Moore.
138

139 a. Susan C. Hyde said I want to commend Councilman Gay for his service as a member of
 140 the City of College Park City Council. He checks in on his constituents and shows how
 141 much he really cares about them. Yesterday he checked in on one of his senior folks and
 142 asked if she needed anything. She thanked him, and she said all was well. I asked him if
 143 he could check the pilot light on her hot water heater, as her hot water heater was out.
 144 Sure enough, Councilman Gay came in and found the pilot light was out. He quickly got
 145 it lit and was so nice about it. I can't thank him enough for helping out Ms. Daisy, 88
 146 years old, and going beyond his duties for her. She said she voted for him and I see why.
 147 Thanks again, Councilman Gay. Sincerely, Susan C. Hyde, Home Health Aide.
 148

149 b. Sara Howard said Mayor & Council, as a resident of Historic College Park and a
 150 prospective business owner impacted by these restrictive licensing requirements, I
 151 vehemently support review of our own on-site consumption ordinances. We simply can't
 152 compete with our neighboring towns, if we don't adapt to the innovative ideas in consumer
 153 spending, particularly with the shift of generational demographics in our area. East Point
 154 and Hapeville's liquor licensing is friendlier to small businesses who wish to have alcohol
 155 sales as an ancillary component to their business model.
 156

157 Ms. Hoard said as examples, my daughter and I own Dogwear Atlanta, LLC and are
 158 unable to lease available space in College Park for our indoor/outdoor dog park daycare
 159 and bar because the City would not grant liquor licensing outside of the restaurant and
 160 convenient store model. Additionally, we found that our all consumer spending is
 161 frequently in Hapeville where you can have a typical restaurant experience but also walk
 162 to Arches or enjoy entering in Arts Alley at Beer Girl. You can grab a cupcake or fresh
 163 flower cuts and enjoy Yoga all within walking distance of one another.
 164

165 Ms. Howard said there has been discussion for years about growth and progression in our
 166 city, so I urge our elected officials to continue engaging with our constituents and have an
 167 open mind about partnering with businesses that bring diversity of thought and style. I
 168 hope the Mayor & Council will seriously consider moving intentionally to adopt fresh
 169 policies that encourage contemporary business growth in our city, particularly in our
 170 downtown area of getting a liquor license ordinance is a great start. Respectfully, Sara
 171 Howard, 3349 Harris Drive, College Park, Georgia.
 172

173 c. Kathleen McQueen said good evening Mayor Bianca Motley Broom and
 174 Councilmembers. I'm Kathleen McQueen residing at 1965 Lyle Avenue. As a citizen of
 175 Historic College Park and a resident who takes pride in her community, I would like to
 176 address a concern over one of our City Councilman's comments made at the April 5, 2021
 177 City Council Meeting. It is with great disappointment that I have to address the comments
 178 of Councilman Ambrose Clay regarding Badgett Stadium Basketball Courts.
 179

180 Ms. McQueen said Councilman Clay, there is a saying, one's perception is one's own
 181 truth. Your comments clearly reflect a perception that young, black males are prone to
 182 inappropriate or criminal behavior. The statements you made that access to the basketball
 183 court is limited to ages 16 and under to prevent drug activity and aggressive behavior was
 184 offensive, distasteful, and discriminating. To assume that young men, specifically black

185 men over 16, would engage in drug activity and criminal behavior is a blatant attack and
 186 is unacceptable, especially from a community leader that people look to bridge the gap
 187 and bring our community together, not discriminate and tear it apart.
 188

189 Ms. McQueen said in the current environment this country finally has an awareness of the
 190 stress black parents or parents with black children have in knowing that as soon as their
 191 sons turn puberty age, they are considered a threat. They have to deal with the fact that
 192 their sons are no longer seen as kids who enjoy basketball with their friends. Think about
 193 it Councilman Clay. Our neighbors with black kids over 16 have to tell them they can't
 194 play on the Hawks court because Councilman Clay and the former Mayor & Council
 195 believe that they may attract drug dealing or criminal activity.
 196

197 Ms. McQueen said Councilman Clay, it was disturbing to hear you state you did not call
 198 the police to remove players off the court because it is closed on Sundays. The comment
 199 implies that you contemplated calling the police on these young black boys for enjoying
 200 normal activities on a Sunday afternoon. Your comments stimulated so many questions.
 201 As a community leader, did it ever occur to you to stop and engage the young players?
 202 Did you see the young basketball players as neighbors, or did you assume these young
 203 black men are not residents of Ward 1 or College Park? What evidence do you have to
 204 support your assumption that a group of young black males over 16 on the basketball court
 205 are prone to criminal activity?
 206

207 Ms. McQueen said Councilman Clay, this was a huge opportunity for Historic College
 208 Park. Instead of voicing your opinion, you missed an opportunity to open up a
 209 conversation about diversity and inclusion. An opportunity to introduce the possibilities
 210 of summer interns, junior basketball coaches, and teams keeping our children off the
 211 streets, and an opportunity to recruit City Ambassadors and Junior Cadets. This is what
 212 can be gained from the Badgett Stadium Basketball Court, not a fear of drugs and criminal
 213 activity.
 214

215 Ms. McQueen said Councilman Clay, I have a great deal of respect for you, and I hope
 216 that there is an opportunity for you to have an open dialogue on the best inclusive solution
 217 to fully -- Time is up.
 218

219 City Clerk Shavala Moore said I have no further comments, Mayor.
 220

221 Mayor Motley Broom said there is an opportunity for those that did not sign up to have
 222 1 minute to speak. If you are online, click the raised hand button if you wish to speak.
 223 Mr. Hicks, help me out if you see anyone raise their hand.
 224

225 Chief Information Officer Michael Hicks said no one thus far.
 226

227 Mayor Motley Broom said okay. We will move forward.
 228

229 6. Other Business.
 230

- 231 A. Consideration of and action on a request from the Greta Lewis Lupus Foundation (GLLF)
 232 to hold a Lupus Awareness Walk and gathering on Saturday, June 12, 2021 from 8:00 a.m.
 233 until 3:00 p.m. in front of the College Park gymnasium. Ward 1.

234
 235 City Clerk Shavala Moore asked, do you see Mr. Christopher Bryan and Ms. Greta Lewis on
 236 the call?

237
 238 Chief Information Officer Michael Hicks said yes, I do. I will move them over. This is
 239 related to a conversation at the last meeting of a Special Event Permit. I think they are on the
 240 line to answer any questions regarding the event.

241
 242 Mayor Motley Broom asked, are there any questions from the Body?

243
 244 Councilman Clay said I had some concerns similarly, because there was information missing
 245 from the packet with regard to the route. The route wasn't specified. Last year it included
 246 parts of East Point, as well as College Park. Somewhere it says that this year it was all
 247 going to be in College Park. The route is the same, from what I could see, as it was last
 248 year. I got my earlier questions answered as to whether there would be any cost to the City,
 249 and there is no anticipated cost to the City. So, as far as I'm concerned, I will move to
 250 approve, unless someone else has an objection.

251
 252 There was no objection.

253
 254 **ACTION:** Councilman Clay approve a request from City Clerk Shavala Moore to allow the
 255 Greta Lewis Lupus Foundation (GLLF) to hold a Lupus Awareness Walk and
 256 gathering on Saturday, June 12, 2021 from 8:00 a.m. until 3:00 p.m. in front of the
 257 College Park gymnasium, seconded by Councilman Gay and motion carried. (All
 258 Voted Yes).

- 259
 260 B. Consideration of and action on a request by College Park Recreation & Cultural Arts
 261 Department in partnership with the Marquis Grissom Baseball Association (MGBA) for
 262 a food truck at Richard D. Zupp Park, Saturday, May 15, 2021 for a "Fun Day" for the
 263 baseball players and families in the park. Ward 3.

264
 265 Director of Recreation & Cultural Arts Michelle Johnson presented the item.

266
 267 Director of Recreation & Cultural Arts Michelle Johnson introduced Marquis Grissom,
 268 Sharon Grissom, and Trinderlyn Stroud via phone.

269
 270 Mr. Grissom said we are excited to be a part of College Park and to promote baseball in
 271 the community. I am a product of College Park with the Lakeshore High School. I played
 272 at Welcome All and grew up in Red Oak, Georgia. We have been in this baseball arena now
 273 for the last 15 years. I have enjoyed my opportunity to get a chance to come back and serve
 274 the community. We do SAT and SET prep. We have a financial literacy program. We are
 275 proud to have a family fun day at the park with over 250 kids that signed up in College Park
 276 ages 4-12. That number is going to increase as we continue to go forward and bring baseball

277 back to College Park. We look forward to partnering with you guys and make it exciting for
278 the kids in the neighborhood.

279
280 Councilman Allen said I thought it was great to see the kids out there running around the
281 field the other day. They were so excited. I move to approve the recreation program.

282
283 Councilman Gay said when my son played College Park baseball, there was no opportunity
284 after age 12 or 13. Is there an opportunity for those age groups to play in College Park?

285
286
287 Mr. Grissom said yes. We do a travel organization with ages 13-18 and college level kids.
288 We will be sending that out going forward as we continue to finish up with the rec ball.

289
290 Mayor Motley Broom said that's great news. The jumpers, are those the bounce houses?

291
292 Director of Recreation & Cultural Arts Michelle Johnson said yes, ma'am.

293
294 Mr. Grissom said thank you, Mayor.

295
296 **ACTION:** Councilman Allen moved to approve a request from Director of Recreation &
297 Cultural Arts Michelle Johnson College in partnership with the Marquis Grissom
298 Baseball Association (MGBA) for a food truck at Richard D. Zupp Park, Saturday,
299 May 15, 2021 for a "Fun Day" for the baseball players and families in the park,
300 seconded by Councilman Gay and motion carried. (All Voted Yes).

301
302 C. COVID-19 Update.

303
304 Director of Human Resources & Risk Management Dr. Dwight Baker said the numbers have
305 changed slightly since the report you have before you. There are 2 cases of COVID in our
306 workforce. That concludes my report.

307
308 Mayor Motley Broom asked, any questions for Dr. Baker?

309
310 Councilman Clay said I am glad to hear the numbers going down.

311
312 Director of Human Resources & Risk Management Dr. Dwight Baker said yes, sir.

313
314 Mayor Motley Broom said we appreciate your efforts Dr. Baker.

315
316 Councilman Clay said we might want to remind everyone of the event that is coming up at
317 the auditorium on Friday and Saturday on vaccinations.

318
319 Fire Chief Wade Elmore said this Friday and Saturday, May 7 and 8, 2021, we are having
320 College Park Day for all the residents and citizens of College Park to come out at the
321 auditorium and get their vaccinations. We are looking forward to it. You can go right on-
322 site. There is a registration that you can scan with your phone. And if I am not mistaken, on

323 the 28th and 29th, you can go back and get your second dose of the shot. So, we look
324 forward to this weekend.

325
326 Mayor Motley Broom asked, is that the Pfizer vaccine?

327
328 Fire Chief Wade Elmore said yes.

329
330 Councilman Taylor asked, what about people that can't make it to get a COVID vaccine shot,
331 do we have any kind of transportation for people like that?

332
333 Fire Chief Wade Elmore said we haven't worked out anything yet, but I am having
334 conversations with CORE and the Fulton County Board of Health. They have some mobile
335 units.

336
337 Mayor Motley Broom said that was part of the conversation that we had the first joint
338 meeting with the Fulton County Mayors and the Board of Commissioners and asked for us
339 to get some mobile units. And as more become available, you see at Mercedes Benz that
340 they are not requiring an appointment. Now they are looking to do more outreach with those
341 units. That will be a larger component of how we get people vaccinated in the coming
342 weeks and months. We have another meeting on Friday, and I will continue to hammer that
343 home. They have gone on the Northside. We have done over 50,000 vaccinations at the
344 GICC which is just remarkable. It's a testament of the level of coordination of Chief Elmore
345 and Andrea Smalls and the cooperation with the County Board of Health. It's been a real
346 win for the community.

347
348 D. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
349 related software.

350
351 Director of Power Hugh Richardson gave a power point presentation. The access points are
352 still working well. We have done 150 meters in 5 months. There is the potential to add 1,000
353 in the next 2 or 3 years. Our endpoint replacements will be delayed until late June or early
354 July. The ship date is now June 17, 2021.

355
356 Director of Power Hugh Richardson said the last slide is on customer water leaks and the
357 KWH Sales. I will be coming to you in the future about the outage management system. I
358 will keep showing this comparison, until we are doing good every month.

359
360 Mayor Motley Broom asked, are you still seeing a steady increase in the commercial
361 accounts?

362
363 Director of Power Hugh Richardson said yes. It is picking up a little bit. They are more like
364 50 percent or better.

365
366 Mayor Motley Broom said on that outage information, I think we have the terminology
367 wrong. You were saying we were going to address it in a couple of months. It records the
368 data when our meters go out and plots them on a map so our citizens can see what is out. I

369 was hoping that there would be a better outcome for our residents and our customers overall.
370 Will that information be on our website?

371
372 Director of Power Hugh Richardson said yes.

373
374 Mayor Motley Broom asked, any questions for Power?

375
376 Councilman Clay said for some time, we have been looking at putting automatic remote
377 reconfigurations of the network to isolate areas where you have a wire down, broken by a
378 tree, and reroute the power to the rest of the people that are okay, except for the major feed
379 coming to them. So far we haven't been able to do that. But isn't it true that once we have
380 this precise mapping, that we can visibly know where the circuits are impacted? If we had
381 that remote configuration in place, we could literally observe the mapping out of where the
382 break was and bring the power back. Am I right on that?

383
384 Director of Power Hugh Richardson said that's true. But the system you are talking about is
385 distribution automation. It will isolate the outage and restore power to those that are not
386 affected.

387
388 Councilman Clay said there are a lot of good things coming, once we get back on a good
389 budget footing.

390
391 Councilman Allen asked, how did we do with the winds and the storm today? Are we all
392 right?

393
394 Director of Power Hugh Richardson said we had one individual outage. We went to his
395 house, and it was a breaker on his side, so we reset it while we were there.

396
397 Mayor Motley Broom said South Fulton was hit pretty hard. We sent assistance to them,
398 and they were deeply appreciative of that.

399
400 Mayor Motley Broom asked, any more questions for Mr. Richardson?

401
402 There were no more questions.

403
404 E. Discussion and update on top ten delinquent property tax payers.

405
406 There were no questions for this item.

407
408 F. Discussion and update on top ten delinquent utility customers accounts.

409
410 There were no questions for this item.

411
412 G. College Park Utility Assistance Grant Program Update.

413

414 Director of Finance & Accounting Althea Philord-Bradley said the program is moving along.
 415 Phase II is now open until May 21, 2021. So, if you have not done an application, get your
 416 application in, and we are meeting with customers. We have about 10 scheduled meetings
 417 with customers. If you have not submitted your application, please do so as soon as possible.
 418 Thank you.

419
 420 Mayor Motley Broom asked, are you getting a good rate of applications on the second round?

421
 422 Director of Finance & Accounting Althea Philord-Bradley said well, not as much as the first
 423 round. Right now when we have someone submit an application, we give them a call and
 424 set an appointment with them. We are scheduling about 10 appointments a week.

425
 426 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley?

427
 428 There were no questions made.

429
 430 7. Public Hearings.

431
 432 A. Consideration of and action on a request to set a Public Hearing to consider a request
 433 for a Conditional Use Permit at 1930 Harvard Avenue. Ward 2.

434
 435 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle Alexander
 436 to set a Public Hearing for May 17, 2021 to consider a request for a Conditional
 437 Use Permit at 1930 Harvard Avenue, seconded by Councilman Taylor and
 438 motion carried. (All Voted Yes).

439
 440 B. Public Hearing to review the Final Development Plan for 5391 West Fayetteville Road.
 441 The City Planner recommends approval of the final development plan. Ward 3.

442
 443 City Planner Nikki Washington explained the request. It does meet all the original
 444 requirements and the conditions that we originally placed on this. It is a couple fewer units.
 445 Originally, it was 15,000 square feet of commercial space, 410 apartments, and 15
 446 townhomes. So, after they did the plan, it will be 404 multi-family units, still 15 townhomes,
 447 and approximately 17,000 square feet of retail and commercial space. It is a very similar
 448 mix.

449
 450 Councilman Gay asked, who is the engineer that signed off on this final plan?

451
 452 City Planner Nikki Washington asked, for the City?

453
 454 Councilman Gay said yes.

455
 456 City Planner Nikki Washington said it is Pond Engineering. Jackson has worked that out
 457 with them. They will do the LDP review for this. They will be ready to submit for that in
 458 the next couple of weeks. We will send that review over to Pond, and they will get it done
 459 for us.

460 Councilman Allen said they talk about a walking trail or sidewalk. They were going to work
461 with the school on that. I didn't know if they had a chance to talk with the school and the
462 point of having that trail so the kids would not have to get out on the front sidewalk.

463
464 City Planner Nikki Washington said I think they did try to contact the school. The school
465 wasn't too hip on having it on their property. They are going to provide it on the complex
466 property on the mixed use.

467
468 Mr. Josh Marks said we communicated with the school and even said we would donate some
469 land to them. I think they didn't have an interest in that. I don't foresee us being able to just
470 because of where the development is landing.

471
472 Councilman Allen said for a 3-story apartment, are you going to need to get a ladder truck
473 back in there? We need to make sure we get our ladder trucks back there with the right width.
474 I'm sure the Fire Marshal has looked at the drawings.

475
476 Mr. Marks said we had a call with Nikki and the Fire Marshal within the City to make sure
477 we are meeting all those requirements. Ms. Washington mentioned that we will go through
478 the full building process and the fire review.

479
480 Councilman Allen said great. I see the trash and dumpsters are overflowing, and it causes
481 me concern. I want to be sure that we have enough dumpsters around the facility.

482
483 Mr. Marks said we provided calculations of how much trash we need in order to determine
484 what our dumpster needs will be to accommodate for the full community. We will make
485 sure that it is sufficient and picked up weekly.

486
487 Councilman Allen said all 4 units are going to have to go to one trash location to dump their
488 trash.

489
490 Mr. Marks said that is the plan, but if we get it back from the City that it is not sufficient for
491 the needs of the community, then we will reevaluate.

492
493 Councilman Allen said okay.

494
495 Mayor Motley Broom asked, what are your plans for the second phase?

496
497 Mr. Marks said the second phase will be a year or two out. Part of that is there has been a
498 massive increase in the demand of our federal and state resources that we have not been able
499 to get on this development. We hope that after we close later, probably early fall, that they
500 would be able to come right behind us to complete the townhome component. They are
501 really excited about it. They want to get going as quickly as possible. We will start to market
502 the front portion, the commercial space after we get going on the construction. So, that will
503 probably begin later this fall.

504

505 Councilman Clay said not only do we need to get the fire trucks into that area, but there
506 should be sufficient room for them to turn around so that they do not have to back out. The
507 second thing is I sent a heads up to Nikki. There were 2 nits that were in the agreement on
508 digital page or packet page 161, Sections 3 and 4. The word "trail" was spelled "trial". And
509 I believe Nikki has made those changes; is that correct?

510
511 City Planner Nikki Washington said yes.

512
513 Councilman Clay said the document is slightly different, but it is just a nit.

514
515 City Planner Nikki Washington said he changed the design. I will create that loop.

516
517 Councilman Clay said good, thank you.

518
519 Councilman Taylor asked, what is the price point for the townhomes?

520
521 Mr. Marks said the market is at mid to high 200's to start. It is incredibly expensive to build
522 anything right now.

523
524 Councilman Gay asked, have you had an opportunity to talk before the Clayton County
525 School Board with regard to overcrowding when this development is build out?

526
527 Mr. Marks said no, we have not had conversations with the school system as of now.

528
529 Councilman Gay said I recommend that you keep them part of the conversations.

530
531 Councilman Allen said very good point.

532
533 Mayor Motley Broom asked Ms. Moore to let people know how they can get the
534 opportunity to log into this public hearing and state their opinions about this project.

535
536 City Clerk Shavala Moore complied.

537
538 Mayor Motley Broom declared the public hearing open.

539
540 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
541 or against the Final Development Plan for 5391 West Fayetteville Road.

542
543 There were no questions.

544
545 Mayor Motley Broom asked, what vision do you have for that space?

546
547 Mr. Marks said there are talks about a coffee shop and small restaurants, a bike repair shop,
548 and a little café targeted towards a small local business.

549
550 Mayor Motley Broom asked, any other questions from Council?

551 There were no further questions from Council.

552

553 Mayor Motley Broom declared the public hearing closed.

554

555 **ACTION:** Councilman Allen moved to approve a request from City Planner Michelle
556 Alexander on the Final Development Plan for 5391 West Fayetteville Road,
557 seconded by Councilman Clay and motion carried. (All Voted Yes).

558

559 8. Bid, Change Order Requests And Contracts.

560

561 A. Consideration of and action on a request for approval of the emergency repair of an
562 existing sanitary sewer line and adjacent manhole located on Jesse A. Dent, Jr. Drive.
563 Ward 4.

564

565 Mayor Motley Broom asked, any questions for Jackson?

566

567 Councilman Allen asked, when will they start?

568

569 Director of Infrastructure & Development Jackson Myers said they have completed it.

570

571 Councilman Allen said okay.

572

573 Councilman Gay asked, is this the sewer line that I recommended to be upgraded for the
574 homes?

575

576 Director of Infrastructure & Development Jackson Myers said yes.

577

578 Councilman Gay asked, did you already fix the long pipe that was broken?

579

580 Director of Infrastructure & Development Jackson Myers said yes, sir.

581

582 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure &
583 Development Jackson Myers on the emergency repair of an existing sanitary sewer
584 line and adjacent manhole located on Jesse A. Dent, Jr. Drive, seconded by
585 Councilman Allen and motion carried. (All Voted Yes).

586

587 B. Consideration of and action on a request for approval of employee benefits renewal for
588 2021 Benefits Plan Year and authorization for the City Manager to execute carrier and
589 vendor partnership documents.

590

591 Director of Human Resources & Risk Management Dr. Dwight Baker said we did an
592 employee survey, and the employees expressed some dissatisfaction in your new broker.
593 NFP conducted an analysis and funding options to create savings and have more health care
594 options. So, I will turn it over to Tammi Starkey with NFP. I think she has a presentation as
595 well.

596

597 Ms. Starkey with NFP said this was based off of the removal of all commission from the plans
598 to remove \$220,000.00 in commissions that were built in and being paid to the consultant.
599 These will end as of June 1, 2021. The fee for our consultant and benefit admin will be
600 \$80,000.00. That will cover our service or marketing negotiations, benefits, on-line platforms,
601 new hires, call center for the employees and advocacy to navigate their benefits. Just by
602 removing the prior consultant commissions, there was a \$140,000.00 savings.
603

604 Ms. Starkey said we did complete a full market review, self-funding, and fully insured
605 proposals. This slide overview is the result of the marketing we did. Kaiser's renewal was a
606 5 percent savings over the current cost, \$190,000.00 annual premium.
607

608 Mayor Motley Broom said the Kaiser renewal of 5 percent less, was that in addition to the
609 commission savings or was that overall?
610

611 Ms. Starkey said it was overall.
612

613 Ms. Starkey reviewed each proposal on the slides.
614

615 Ms. Starkey discussed the Humana Wellness Program and its benefits and savings.
616

617 Ms. Starkey discussed the ancillary coverage with Cigna.
618

619 Ms. Starkey discussed the supplemental benefits with AFLAC.
620

621 Ms. Starkey said the open enrollment is on July 1, 2021 through July 4, 2021. That
622 concludes my presentation.
623

624 Mayor Motley Broom said I was a little concerned about the window. Seems like a short
625 window for a big change.
626

627 Ms. Starkey said the employees have through the month to make changes. June 1, 2021
628 through June 4, 2021 will be the opportunity for them to enroll, and we can work with HR if
629 there is any need outside of that.
630

631 Mayor Motley Broom asked, are there any questions from the Body for Ms. Starkey?
632

633 Councilman Clay said the Humana Premium Holiday, that only applies for the first year.
634 So, if all things are equal, if our loss coverage does not dictate a rate increase, so the rate cap
635 stays the same, everything is the same, how much is that one month holiday premium
636 worth? Because that will automatically increase the cost in the second year, regardless of
637 our loss structure. Can you tell me what that premium holiday is worth?
638

639 Ms. Starkey said \$290,000.00.
640

641 Councilman Clay said so there is a \$290,000.00 increase in the second year, not that I'm
642 complaining, to the City. The City will automatically be paying \$290,000.00 more in the
643 second year, even if our loss coverage is great. True?
644

645 Ms. Starkey said you are right. There will be a new monthly premium that we are not
646 paying this year.
647

648 Councilman Clay said I just want everybody to understand what the financial situation is. I
649 think this is the best presentation plan that I have seen in the 13 years I have been on
650 Council. I'd like to thank Dwight for what you and your guys have done. And I'd like to
651 thank you Tammi for what your guys have done. I think it is outstanding. It is a great
652 savings for the City. It is a smaller savings for the employee overall. And that is on the
653 Humana program. But if you consider the lower rates on the life insurance and other
654 things, there is a benefit to the employees and their choice to choose providers that are more
655 convenient. Your analysis of the overlap where the people lived is outstanding. I
656 congratulate you guys on a really good job.
657

658 Councilman Gay asked, do the programs work together to get medical records and all from
659 those people that they have been under Kaiser for years? How does that work? Do we take
660 that responsibility?
661

662 Ms. Starkey said you have HMO or a POS (Point of Service) plan.
663

664 Councilman Gay said the plan is more comfortable to what we were paying at Kaiser.
665

666 Ms. Starkey said yes. It is a much more expanded network.
667

668 Councilman Gay asked, can you go to whatever medical provider you choose? Do you
669 have to have a referral?
670

671 Ms. Starkey said no. They do need to be an in-network provider.
672

673 Councilman Gay said the \$208,000.00 is included in the \$140,000.00 we saved for changing
674 providers?
675

676 Ms. Starkey said yes.
677

678 Councilman Gay asked, so there will be no additional costs to your company NFP for any
679 other services whatsoever?
680

681 Ms. Starkey said no.
682

683 Mayor Motley Broom said Ms. Starkey, I am very impressed with what your team did to
684 assist us. There is not only a great savings for the City, and I understand we will see the
685 increase next year, but I feel this is the right thing by our employees. And when you have

686 both of those things going on, that's a real win. So, I appreciate you and Dr. Baker and your
687 whole team for the work that you have done on this.

688
689 Mayor Motley Broom asked, for the employees, in terms of the types of coverage, where
690 can they be able to learn more about that and have some answers, before they sign up for
691 their plan?

692
693 Ms. Starkey said we will have 2 days of on-site meetings, and we will have different
694 schedules so that we are available for different shifts of employees. And then we will have
695 on-site enrollment counselors that can answer individual specific questions regarding
696 different treatments or providers that apply to their family.

697
698 Mayor Motley Broom asked, any other questions?

699
700 There were no questions from Council.

701
702 Mayor Motley Broom asked, because this is a fairly significant decision, would the Body
703 object if any of the department heads had any questions about this?

704
705 Councilman Clay said not at all.

706
707 Mayor Motley Broom asked, any department head that has any questions about the plan, go
708 ahead and raise your hand, and we will acknowledge you.

709
710 There were no questions from the department heads.

711
712 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources &
713 Risk Management Dwight on the employee benefits renewal for 2021 Benefits Plan
714 Year and authorization for the City Manager to execute carrier and vendor partnership
715 documents, seconded by Councilman Taylor and motion carried. (All Voted Yes).

716
717 9. Unfinished (Old) Business.

718
719 A. Consideration of and action on a request for approval of an Indoor Smoking Ordinance.

720
721 City Planner Nikki Washington said I did get a couple of comments from Councilman Clay
722 today. One was to add a definition for vaping specifically, and we had a definition for a
723 private club in the alcohol ordinance, but also to be able to add that definition into this
724 ordinance as well, so they are both in here. Those are the only changes.

725
726 Mayor Motley Broom asked, any questions for Ms. Washington?

727
728 Councilman Clay said I'm good.

729
730 Councilman Allen asked, on packet page 250, line 121 (reading), such establishments must
731 have a designated area for smoking. If that designated area for smoking is in an enclosed

732 area, then the enclosed area must have separate ventilation. What if it is not an enclosed
733 area?

734
735 City Planner Nikki Washington said that is covered in the next line.

736
737 Councilman Allen said it just reads funny to me.

738
739 Councilman Clay said I had the same issue.

740
741 City Planner Nikki Washington said it is always over 21 years of age.

742
743 Councilman Clay said if you enclose it and everyone is over 21, it's okay for everybody to
744 breathe the smoke. So, do you have to have an enclosed area?

745
746 City Planner Nikki Washington said no. It will always be over 21. And the enclosed area,
747 they have to have the separate ventilation if that area is inside.

748
749 Councilman Clay said but if you are over 21, you didn't have to have an enclosed area.

750
751 City Planner Nikki Washington said if they do choose that designated smoking to not be like
752 a separate enclosed space, then they have to have the ventilation system for the entire
753 restaurant. The area they choose to enclose has to be ventilated. The reason we want to
754 write it that way is you have cigar bars that have those specific smoke rooms. We want to
755 write that in to accommodate those choices.

756
757 Councilman Clay said to answer Ken's question, the reason it doesn't have to be enclosed,
758 even though it is designated as a smoking area, is because it's a restaurant that is over 21.

759
760 City Planner Nikki Washington said right. You can be a restaurant over 21 or an
761 establishment that they chose smoking that is over 21. They can smoke in there wherever
762 that may be. But if they choose to do that, then they have to have those ventilation fans to
763 pull the smoke out.

764
765 Councilman Allen asked, then why don't we say, designated smoking areas that are enclosed
766 that they have to have the ventilation system? It sounds like there are two different smoking
767 areas.

768
769 Councilman Clay said it could be worded better. I don't think it's wrong, but I agree with
770 you.

771
772 Mayor Motley Broom said so Tom, Dick and Hank, for instance, they have a really nice
773 patio over there. They can't smoke on that patio?

774
775 City Planner Nikki Washington said if they want to smoke on that patio for some reason,
776 they would have to enclose it and have separate ventilation.

777

778 Mayor Motley Broom said so we are stopping what they are already doing. When it was the
779 barbeque place, there was a great deal of smoking on that patio.

780

781 City Planner Nikki Washington said no. If it is outside, it doesn't have to have the separate
782 ventilation system.

783

784 Mayor Motley Broom read the document. I thought as a Body, that if you are doing it
785 outside, we don't really care.

786

787 City Planner Nikki Washington said if it is designated as outdoors, it must be designated
788 that it has to be 21 and up on the patio, if they are going to smoke out there.

789

790 Mayor Motley Broom asked, where is that in the document?

791

792 City Planner Nikki Washington said it is on lines 125 and 126.

793

794 Mayor Motley Broom said that is an establishment authorized to serve alcohol for
795 consumption, and generates 20 percent or \$250,000.00 or more of their annual gross revenue
796 from their sale of tobacco products. So, that wouldn't apply to a barbeque spot.

797

798 City Planner Nikki Washington said okay. I'm not sure. What is the guidance?

799

800 Mayor Motley Broom said I thought I heard from the Body that, if an establishment wanted
801 to have a patio where there is an area where people were smoking Hookah or smoking
802 cigars, that we weren't really all that concerned about that. It was more of the indoor stuff
803 and making sure that, if it was happening indoors, it was set off, and the access was for
804 people who are 21 and up.

805

806 Councilman Clay said right. If it were indoors, then either the entire indoors had to be 21 or
807 over with proper ventilation, and within that you can have a designated area, but it didn't
808 have to be enclosed. If you wanted to enclose it, you could enclose it and have a separate
809 ventilation. If you had a restaurant that wasn't over 21, you could have an area within the
810 restaurant that was enclosed that was for smoking and it was designated for that. The name
811 of the game was to keep the smoke away from people under 21. That is the way I
812 understood it.

813

814 Mayor Motley Broom said you may need to take it back and rework it a little bit. I didn't
815 think we were wanting to limit the outdoor activity. Let's take this back. Is there a motion
816 to defer to the next meeting?

817

818 **ACTION:** Councilman Clay moved to defer a request from City Planner Michelle Alexander
819 on an Indoor Smoking Ordinance until the next Regular Session of Mayor &
820 Council to be held on May 17, 2021, seconded by Councilman Allen and motion
821 carried. (All Voted Yes).

822

823 B. Consideration of and action on a request for approval of an Intergovernmental
824 Agreement (IGA) for the provisions of 2021 election services with the Fulton County
825 Board of Elections and Registration.

826
827 **ACTION:** Councilman Gay moved to approve a request from City Clerk Shavala Moore on a
828 request for approval of an Intergovernmental Agreement (IGA) for the provisions of
829 2021 election services with the Fulton County Board of Elections and Registration,
830 seconded by Councilman Clay and motion carried. (All Voted Yes).

831
832 10. New Business. None.

833
834 11. City Attorney's Report. None.

835
836 12. City Manager's Report.

837
838 Interim City Manager Mercedes Miller said I want to thank the department heads and staff
839 for working hard to make College Park great. I also want to mention on May 11, 2021 at
840 6:00 p.m. is the "Chat with the Chief" live on Facebook and held in the auditorium, if you
841 would like to show up in person. More information to follow.

842
843 13. Report of Mayor And Council.

844
845 Councilman Clay – said a week ago Saturday, I got my mail at 8:30 at night. I went rushing
846 out and the poor mailman was trying to stuff 34 pieces of mail into my box. In that
847 preceding week, I had at least one day that I didn't get any mail at all, and one day that I got
848 one large postcard. So, if you're on the even side of the street on the west side of the tracks,
849 you lose. I think my neighbors on the north side of the street did okay. But those of us on
850 the return to the corral just don't get our mail sometimes. I am just repeating that for the
851 public record.

852
853 Councilman Clay said my next comment is in response to Ms. Kathleen McQueen's
854 comments. I think she read a lot into my comments from the previous situation about the
855 basketball court. But let me just try to set the details straight. I had to work very hard to
856 get that basketball court. I had a couple of objections from my fellow councilmen, not all of
857 them, maybe, but enough of them to invalidate a vote. And my 3 councilmen were African-
858 Americans. The 3 councilmen gave me the negative comments about why we shouldn't
859 have a basketball court anywhere in the city as a recreational facility. Well, those comments
860 came from African Americans. So, if you are implying or inferring that these are my personal
861 opinions, I was given these opinions and actually had to the work against them.

862
863 Councilman Clay further said in order to get Council to approve, I had to get an agreement
864 on age restrictions. And I did, finally. We agreed on 14. Somehow it got changed to 16,
865 and I got complaints. I got a lot of complaints from people in the Housing Authority. And I
866 think 99 percent of the Housing Authority is African-American. But I actually got some
867 complaints from Caucasians.

868

869 Councilman Clay said I have Zoom meetings on Friday morning, and I would be more than
870 happy to have a Zoom meeting with Ms. McQueen to talk about it. I know she was
871 passionate about this. And personally, I think if I had it to do over, I would not have pushed
872 so hard to get a basketball court in the city. I thought it would be a good thing for the kids.
873 I thought it was in a safe area with a lot of traffic in this area, and we could control things
874 that my fellow councilmen were concerned about in the city.
875

876 Councilman Clay said so, guys, it isn't coming from me. It's coming from people who had
877 a lot of historical beliefs, and they ain't Caucasians like me. So, the implication came across
878 to me, and maybe I'm being sensitive, but it came across to me in the public comment that
879 this was a racial implication. And, well, it just wasn't. So, that's all I have to say about that.
880

881 Councilman Clay said the last thing, and there is a policy for this, I would like to go back
882 into executive session for a personnel issue that I stupidly forgot to bring up in the previous
883 executive session. And this is timely that we discuss it tonight, rather than pushing it off to
884 the next council meeting. And I hope Council will agree with that and be willing to go
885 back and do that. That is the end of my report.
886

887 Councilman Taylor – said I have nothing to report.
888

889 Councilman Allen – said I would like to start off with thanks to the Police for what they
890 did this past weekend. We have the best workers that I can imagine. The Fire Department
891 helping out South Fulton. Public Works and Utility with the weather we have had being out
892 on the street picking up trash. I just can't say enough about how good our workers are. I'd
893 like to thank Artie for sitting in as the City Manager doing a good job, and I appreciate you
894 sitting in. So, I would just like to say that.
895

896 Councilman Allen said I have a question. When will we be able to meet in Chambers again?
897 I don't know if anybody has looked at that. But I'd like to see when we will be meeting in
898 Chambers again.
899

900 Councilman Allen said last of all, next Sunday is Mother's Day, and I'd like to wish all the
901 mothers a Happy Mother's Day. That's all I've got.
902

903 Councilman Gay – said I echo the great work staff does. The storms last week had trees that
904 were down. Power was down. Power got most of the power restored. We didn't have one
905 incident. A resident was calling into the 761.3130, a non-emergency police number, but in
906 this particular incident they did a shift change and the emergency didn't get communicated
907 to Power, and as a result the gentleman was having problems with his CPAP. This was like
908 24 hours later when he called back, and they came and fixed it immediately. I would like
909 for us to look at it, to connect the non-emergency number to Power so that we don't miss
910 any outages.
911

912 Councilman Gay said the second thing is we continue to have a lot of activity on Jessie A.
913 Dent and Karen. I have sent email to Police.
914

915 Councilman Gay said I would like to make another plea this evening. There may be some
916 best practices. I don't know what these are. I do think we should work with the City of
917 South Fulton to find out where the traffic is coming from. I need police and staff to help on
918 that issue. That's all I have for this evening.

919
920 Mayor Motley Broom – said I want to echo the sentiments of the College Park Police
921 Department who went above and beyond when other agencies had decided that a missing
922 suspect who had escaped the custody of another law enforcement, after they had left the
923 area. Our officers continued to search for that suspect and never gave it up until they found
924 him. They made sure that our community was safe and could rest easy. I am in their debt
925 and appreciate all the hard work that they have put in; that day and every day. Because it is
926 certainly a job that is exceedingly difficult, especially with limited resources.

927
928 Mayor Motley Broom said Chief, I have gotten some feedback from people about activity
929 that is probably happening. Gun fire in College Park or East Point. Is there an opportunity
930 to work with East Point or coordinate some patrols to try to pinpoint some of that activity?

931
932 Interim Police Chief Tom Kuzniacki said we are aware of this. We are getting ready to send
933 something out to the community. We have had 4 calls in that area on gun fire. We are
934 going to be in touch with East Point and work with them. We do have some strategies, but I
935 would rather not discuss it out in the open. We will seek the information from the
936 community. The more accurately they report things to us, it gives us a better chance to do
937 different approaches.

938
939 Mayor Motley Broom said understood. Before you go to social media about it, call the
940 police. Let me know when you are hearing things. Let me know if you see things. Let
941 them know. Let me know as soon as possible, if you have my number. Call the police first,
942 then you can reach out to me.

943
944 Interim Police Chief Tom Kuzniacki said please don't assume that someone else has called.
945 And even if they don't want to call, they can document the time and the area. We are
946 going to be sending some informational numbers out, and they can email our staff.

947
948 Mayor Motley Broom said thank you so much.

949
950 Mayor Motley Broom said I want to thank the Main Street Association, Grace McPhillips-
951 Lunsford, Renee Coakley, and the entire Main Street Board. Rekindle was amazing this
952 weekend. We just had such a great event and a great weekend. It is just a testament to
953 everything that we can do in the city because we have such a great community. I want to
954 thank everybody that worked so hard to make it happen.

955
956 Mayor Motley Broom said 50,000 vaccines is a big deal. Your contribution to the health
957 and safety of this community. I want to thank Chief Wade Elmore and Andrea Smalls, and
958 the entire GICC. This didn't happen without you. We are truly grateful for your efforts.

959
960 Councilman Clay said we need to return to executive session.

961 **ACTION:** Councilman Clay moved to recess Regular Session to take up Executive Session to
962 discuss a personnel issue, seconded by Councilman Allen and motion carried. (All
963 Voted Yes). Councilman Gay absent for the vote)

964 Mayor Motley Broom declared the Regular Session recessed at 9:24 p.m.

965
966
967 14. Executive Session.

968
969 Executive Session adjourned at 9:47 p.m. and Regular Session reconvened at 9:49 p.m.

970
971 15. Approval of Executive Session Minutes.

972
973 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated May 3, 2021,
974 as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

975
976 **ACTION:** Councilman Clay moved to approve Cyber Security, seconded by Councilman
977 Taylor and motion carried. (All Voted Yes).

978
979 16. Adjournment.

980
981 Mayor Motley Broom declared the Regular Session adjourned at 9:50 p.m.

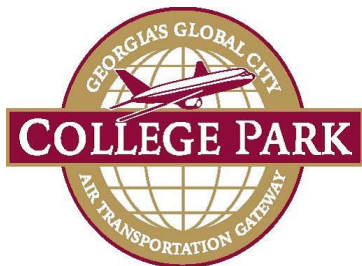
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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

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999 **ATTEST:**

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1002 _____
1003 **Shavala Moore, City Clerk**



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8819

DATE: May 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Workshop Session Minutes dated May 3, 2021

See attached Workshop Session Minutes dated May 3, 2021.

Thank you.

ATTACHMENTS:

- WSS050321 (DOC)

Review:

- Gabrielle Thornton Completed 05/11/2021 4:47 PM
- Rosyline Robinson Completed 05/12/2021 10:10 AM
- Mercedes Miller Completed 05/12/2021 11:06 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
MAY 3, 2021

MINUTES

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

Absent: None.

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

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

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

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

1. City of College Park Strategic Plan update from the Governance Customer Service Committee.

Mayor Motley Broom said Ms. Johnson will be leading the conversation in regard to this topic.

Director of Recreation & Cultural Arts Michelle Johnson said we have a slide show to present and walk you through. We have the Strategic Planning Committee, we have the goals, core values, the governance, and customer service updates.

Director of Recreation & Cultural Arts Michelle Johnson discussed the 5 Strategic Goals and an update on the governance.

Director of Recreation & Cultural Arts Michelle Johnson discussed on the next slide the core values, innovations, and integrity.

Director of Recreation & Cultural Arts Michelle Johnson discussed the charge for the team. I am leading the committee, but we do have 11 members. We meet bi-weekly on Fridays from 9:00 a.m. to 10:00 a.m.

Director of Recreation & Cultural Arts Michelle Johnson said the first goal we are focusing on is IT. Michael Hicks will be leading that for us. We created a questionnaire survey for IT meets for the departments and sent it out on April 26, 2021. The goal is for

47 department heads to put those needs out there, and we would like to have had it done for
48 this year's fiscal budget, but we will go for next year. Any questions?

49

50 Councilman Clay said I have a question. The feedback that we think we are going to get,
51 is it going to relate more to the technology, or the workflow, or how the two interact, or
52 how does the survey work?

53

54 Director of Recreation & Cultural Arts Michelle Johnson said we are looking for the
55 needs to help service better, whether it's our department, or the customers, or the needs to
56 make the departments work together, or whatever those specific needs are so we can
57 bring them to you all.

58

59 Councilman Clay said so, we are looking at primarily the interface between Customer
60 Service and the customer.

61

62 Director of Recreation & Cultural Arts Michelle Johnson said or the needs for that
63 department to make things easier for the general sense for the department.

64

65 Councilman Clay said the customers served by Customer Service; namely, our citizens,
66 or it could be the needs to maintain a more efficient, effective department.

67

68 Director of Recreation & Cultural Arts Michelle Johnson said correct. Whatever those
69 needs are across the board. If it was software they were looking for or something to
70 make their job more efficient for Customer Service or their department.

71

72 Councilman Clay said if I wanted to have, let's say we are out of COVID or will be, but
73 you have some customer that wants to come in and take, for example, your meetings that
74 you have right now on utility grants and so forth. That could be done by a Zoom
75 meeting, for example. We have technology to do Zoom meetings to service customers.
76 Does that fall in that category?

77

78 Director of Recreation & Cultural Arts Michelle Johnson said that could be up to that
79 department to decide what those needs would be. It could be as small as some software
80 programs to help with flyers or a bigger program for HR to help with payroll.

81

82 Director of Recreation & Cultural Arts Michelle Johnson said the next objective is a
83 policy put in place to help those departments get those written established guidelines.
84 And Michelle Alexander did an awesome job in getting the format together and to meet
85 with City Manager to discuss to get a standard operating procedure together.

86

87 Director of Recreation & Cultural Arts Michelle Johnson said we did that in February and
88 finished it up in March with the City Manager. It was sent out on April 26, 2021 to the
89 department heads this form for them to review and start implementing. And we need to
90 reach out to those department heads to help get these forms set up so they can start
91 ironing out from their department site on what they are looking at to get these operations

92 in place. That will be established in the next couple of years for people to work on all
 93 their policies to have them written, so we can have them for people to look at.

94
 95 Director of Recreation & Cultural Arts Michelle Johnson said we have done a great deal
 96 of focusing on these 2 things, and there are still some more things to work on outside of
 97 that. I thought we did a great job for this committee working together.

98
 99 Mayor Motley Broom asked, in regard to the SOP's, is the goal eventually to make those
 100 accessible to the public, or how would you see the information being distributed both
 101 within the organization and for people who might need to understand how things work in
 102 Buildings & Inspections, for instance, or the Planning Department?

103
 104 Director of Recreation & Cultural Arts Michelle Johnson said the goal is to have those
 105 somewhere for anybody to grab them, whether they are forms for us to have, and maybe
 106 looking at the police station to have transparency to know what those policies are. Those
 107 are things we have written out to work on on how we are going to continue to be
 108 transparent on what we are looking at.

109
 110 Interim City Manager Mercedes Miller said when you pull up a department, you will be
 111 able to click on it and have their SOP. So, when we get them all straightened out, it will
 112 be transparent to the public.

113
 114 Mayor Motley Broom said that may help us because when people think of Building
 115 Inspections and Planning, they may not know where to go to get what they need done.
 116 But if they have a better understanding of how each department operates, it is going to
 117 save a lot of time, possible headaches, et cetera.

118
 119 Director of Recreation & Cultural Arts Michelle Johnson said there was great discussions
 120 on that.

121
 122 Mayor Motley Broom said fantastic.

123
 124 Director of Recreation & Cultural Arts Michelle Johnson said thank you guys.

125
 126 Councilman Allen said it is great that you are looking at items like the standard operating
 127 procedures for people that don't understand what goes on in each department. They can
 128 learn. They can go on-line and have a better understanding of what is going on. So,
 129 thanks to you and your committee for working together, first of all. You all did a great
 130 job.

131
 132 Director of Recreation & Cultural Arts Michelle Johnson said thank you.

133
 134 Councilman Clay said thank you Michelle.

135
 136 **2. Consideration of proposed revisions to the City of College Park Purchasing**
 137 **Department Policies and Procedures Manual.**

138 Purchasing Agent Willis Moody said before you is a draft of the Purchasing Policies.
139 Last time, as you will see, the last time the policies were considered and adopted was
140 August of 2011. So, we did notice a lot of areas within the policy that needed revision to
141 bring up to standard across the board. So, I have been working with Danielle at the City
142 Attorney's office to come up with a stronger set of purchasing policies. I have added
143 some new sections and updated the verbiage, so it is more standardized across College
144 Park in all departments.

145

146 Purchasing Agent Willis Moody said so, you should have received 2 separate packages.
147 One has the version with the old policy, and the new policy I wanted to include which is
148 highlighted in yellow. And your second package has the recommendations from the City
149 Attorney's office for corrections and updates in each section, so it would have a better
150 flow to the policy structure when needed. Questions?

151

152 Mayor Motley Broom said at least in one spot, we were referred to as the "City
153 Commission". It may have been a cut and paste kind of thing. There was one distinct
154 reference, so that should be switched out.

155

156 Mayor Motley Broom said in regard to campaign contributions, I saw that people need to
157 affirm every year what campaign contributions that they make to any elected officials.
158 Are we being pro-active and sending out something every January and saying you've got
159 to say who you contributed to, or are we expecting people to self-report?

160

161 Purchasing Agent Willis Moody said when the policy was amended - - Winston you have
162 to help me -- in 2019, that was included in the policy with the expectation that they would
163 self-report on any activity and contributions.

164

165 Mayor Motley Broom asked, what if it's to an event, but not a candidate for office?
166 Where does that fit in?

167

168 Purchasing Agent Willis Moody asked City Attorney Winston Denmark to help respond.

169

170 City Attorney Winston Denmark said I'm not aware that that is covered at all.

171

172 Mayor Motley Broom asked, do we want it covered? It seems to me that if the idea is
173 that we don't want vendors to have undue influence on an elected official; that a
174 campaign contribution is one thing, but there are other ways in which to contribute that
175 don't necessarily go into a campaign account but could curry favor. From my
176 perspective, I think we should expand it. If someone is doing an event, and if we are
177 doing a backpack giveaway, or whatever the case may be, and a vendor makes a
178 contribution to that, I don't see the harm of disclosing that. But what does the Body
179 think?

180

181 Councilman Allen asked, what if I say I had a meeting with a group of my citizens, and
182 restaurant XYZ said they will furnish chicken, drinks, and so forth, they need to report
183 that; is that what you are saying?

184 Mayor Motley Broom said I'm saying let's talk about it. What are your thoughts?
185
186 Councilman Gay asked, is this related to what we are doing, bidding? Is this a person
187 that is going to bid on a solicitation?
188
189 Mayor Motley Broom said current vendors and those who might bid, yes.
190
191 Councilman Gay asked, what about the vendors that don't bid because we don't require
192 they bid, and they have had contracts for decades? How do they get excluded from this
193 language, or is it in this language?
194
195 Mayor Motley Broom said I'm not sure I understand your question.
196
197 Councilman Gay said we have a lot of vendors that don't bid because they provide a
198 service. So, we get around bidding. How do we exclude them from this language? And
199 it just relates to those that do bid because they are still a vendor.
200
201 Mayor Motley Broom said I don't have a problem with expanding it. We are talking
202 about procurement. But in terms of transparency and ethics - -
203
204 Councilman Gay said I thought we covered this in our City of Ethics language.
205
206 Mayor Motley Broom said the ethics policy largely covers self-dealing by elected
207 officials. So, it is about what we, as elected officials, are doing more than what others are
208 doing. But I threw it out there because I wanted to have a conversation about it and see
209 what your thoughts were about it. There is a lot of silence.
210
211 Councilman Taylor said it doesn't matter to me either way. Look, the bookbag
212 giveaway, we do have people that donate bookbags, and they don't want their names to
213 be a part of it. I don't want them to stop donating because of that. I just don't want to
214 stop people from contributing.
215
216 Mayor Motley Broom said there are people who like, for instance, people who do
217 business with the City that donated toys for Christmas. That is fantastic, and we
218 appreciate that, and those toys got distributed to kids. Do we want to have people
219 acknowledge that? If the person doesn't have a contract with the City, that wouldn't
220 apply here.
221
222 Councilman Clay said I see maybe 3 categories here. You have a case where you have a
223 vendor that donates something to a particular councilman's campaign. Then you have a
224 vendor that donates something to a particular councilman's event. Let's say I had a
225 Christmas Toy Drive, which I don't, but if I did, and somebody donates to the Ambrose
226 Clay Christmas Toy Drive, then I would think that could create undue influence. The
227 third category is a lot grayer. And that is where we say, well, if you are going to do
228 business with the City, you ought to be able to support our community. And we have

229 said that. And so, what is your contribution financial institution number 1? What's your
230 contribution restaurant number 5, et cetera, et cetera? And that has been done.

231

232 Mayor Motley Broom said I don't think it has been done in the last 16 months.

233

234 Councilman Clay said I would venture to say that even in some of the discussions we
235 have had in the last 16 months, that there has been an implication that we expect you to
236 be a part of the community, to help with the community, whoever you are. Take
237 Woodward, for example, Woodward does a fantastic job of supporting Main Street with
238 kids for the cleanup and so forth. I may have a responsibility for Main Street in my ward,
239 but it's not for me. It's not the Clay Cleanup of Main Street. And maybe it's insulated in
240 the sense that it is the Main Street Association that is doing it, but we do have the director
241 who we pay out of the City's budget for the Main Street Association. So, do you see
242 what I am trying to do? In no stretch of my imagination would that be something that we
243 would have to report. But somewhere in that gray area, you are going to cross a line that
244 says, restaurant 5, how many free meals did you donate to the pandemic, senior meal
245 delivery service, or something like that. That is where the gray area is.

246

247 Councilman Gay said first of all, for what I have seen in the last 16 months, in terms of
248 who is given business, it is certainly not people that look as if they may have or not have
249 donated to an elected official. I don't see one bid that was overturned by our votes. So,
250 if anybody this needs to apply to, it would be more for staff than elected officials. And
251 two, I think more of the emphasis and spirit of the thought process should be trying to get
252 women and minorities more involved in the process. That has been ignored in the last 16
253 months. Most of the bid awards that I have seen in the last 16 months have not given any
254 consideration for women or minorities. This Council and Mayor have spent years trying
255 to walk a fine line and support.

256

257 Councilman Gay said one last thing, I don't see any credit for people doing business who
258 live in our community. We can continue to talk about what elected officials may or may
259 not be getting in their wards, but the decisions are made before we vote, and not one has
260 been overturned by any elected official. And I think we need to try to put some thought
261 process on how to support local businesses in the bid process.

262

263 Mayor Motley Broom said I'm glad you brought that up. As a member of the GMA
264 Equity and Inclusion Committee, we had this discussion last month at our meeting. I
265 brought up the point that for a community such as ours, especially since we have been
266 devastated by COVID, undertaking a study to be able to give preferences to particular
267 groups such as women or minorities. It is really kind of out of our reach at this point
268 because of the financial constraints that we have. And there was a woman from Augusta
269 on the line who talked about preferences that they give to local small businesses. And
270 that policy does address that on page 144 of the digital packet. There is reference to local
271 preference. And when we talk about local businesses, they are the ones that are small
272 businesses that are run by people of color or people who are generating money in our
273 local economy. So, while we may not be able to undertake the study that would be

274 necessary to have to show a disproportionate impact on those particular groups, I do think
275 this is a good first step and one that we should embrace.

276
277 Mayor Motley Broom said now back to the issue of whether or not the Body wishes to
278 expand that to, not only campaign contributions, but elected officials' sponsored events.

279
280 Councilman Clay said anything that gives you an edge up. The name of the game is
281 trying to make the playing field level. An elected official that has been incumbent for a
282 number of years automatically has an advantage over someone that is a newcomer. But
283 having said that, anything that adds to that, just beyond the fact that you're known and
284 what have you, well, I have this toy drive or this other thing, well, hey, you can make me
285 look good, if you give to my toy drive. You can make me look good, if you buy filet
286 mignon for my Ward 1 meeting.

287
288 Councilman Gay asked, do you want us to vote on it, or if they bid on a project that they
289 are one of the successful bidders? Are you saying, if they bid on a project, they disclose
290 what they contributed? I think we have covered this in so many areas in our ethics. Is
291 that part of Moody's changes, or are we staying on this much longer than we need to?

292
293 Mayor Motley Broom said the vendors have to disclose it in the process of applying for a
294 particular job. But one thing we should be more active in is making sure that vendors
295 have to disclose on a yearly basis, whether or not that is in an email or some form that
296 they have to report. Mr. Moody, can you give me some sort of feedback, in terms of that
297 self-reporting, how we are seeing people self-report? Has it been successful thus far?

298
299 Purchasing Agent Willis Moody said it has not been successful. I would have to look at
300 the campaign official reports. But no vendor typically that has bid on anything discloses
301 that they have had any dealings with any officials, city staff, or police.

302
303 Councilman Allen said I think that if they contribute to an elected official's campaign in
304 some way or another, like sponsoring meetings and stuff, I think they need to report that.
305 If they are sponsoring things for the City, like Wade Kendall (ph), they don't need to put
306 that in. But to an individual or a campaign, then I think they do. That is just my opinion.

307
308 Mayor Motley Broom said if the elected official is individually sponsoring an event, then
309 a disclosure would be necessary or to a campaign contribution.

310
311 Mayor Motley Broom said that covers categories 1 and 2. Do we want to be more active
312 about making them self-report in that we are actively asking them each year, as opposed
313 to waiting for them to report?

314
315 Councilman Gay said the other thing is we put on the City's website the City-sponsored
316 events that have allowed people to donate, too. So, I just think this is being covered in so
317 many other areas. Some events don't get money. You have to be creative because if you
318 don't, and you don't have the votes on Council, you may be one lady who got \$40,000.00
319 for her event, and another person may get discretionary funds. So, events are also geared

320 towards the benefit of the community, the citizens, not the benefit of the elected official.
321 Do you want to keep the vendors from supporting anybody?

322
323 Mayor Motley Broom said not at all. It is all about disclosure, not about dissuading, but
324 about transparency in my mind.

325
326 Councilman Clay said let's say we are coming up for a vote having to do with some
327 business, and there are 2 businesses maybe that want to have 1 slot, whether it be a liquor
328 store or whatever, and we have 1 slot open, and you have 2 businesses. Now, maybe one
329 business has contributed to, let's say, Councilman Gay's Ward 4 Festival or something,
330 and the second business hasn't contributed to anything in the city. And they are
331 equivalent in every other respect. I'm not in Ward 4, I'm not Councilman Gay, but why
332 wouldn't I vote for him, when I find out as part of the packet; that one firm contributed to
333 the Ward 4 Festival and the other firm hasn't done anything for anybody in the city?
334 Why wouldn't I vote for the company that is contributing to the City?

335
336 Mayor Motley Broom said point well taken.

337
338 Councilman Gay said nor have I seen one bid that we voted on that we overturned that
339 staff didn't direct. It seems as if the decision is made before it comes to Council. I have
340 not seen one bid that our vote changed the recommendation of staff.

341
342 Mayor Motley Broom asked, is there any additional feedback from Mr. Moody?

343
344 Councilman Clay said I would consider categories 1 and 2 and forget about category 3.

345
346 Mayor Motley Broom agreed. Mr. Moody, do you have enough direction in that regard
347 based on the conversations?

348
349 Purchasing Agent Willis Moody said yes. Just strike category 3 under that section.
350 Working with Danielle, we will look at verbiage for elected official sponsored events to
351 go into that section. Would there be a dollar amount associated with that?

352
353 Councilman Clay said anything over \$100.00.

354
355 Mayor Motley Broom said that makes sense.

356
357 Purchasing Agent Willis Moody said okay.

358
359 Mayor Motley Broom asked, any other feedback for Mr. Moody?

360
361 Councilman Clay said I had some more general comments. When I looked at the packet,
362 I see 2 sets of purchasing policies. They are both outlined in yellow. So, the yellow
363 areas are the areas where the original policy has been rewritten, correct?

364

365 Purchasing Agent Willis Moody said the areas in yellow would be the addition to the old
366 policy that is current right now. The City Attorney redlined a lot of the policies from the
367 2011 adoption.

368
369 Councilman Clay said the 2 documents, I believe, are the same. Am I mistaken about
370 that? It's just that one we have the benefit of the City Attorney's comments, whereas we
371 don't have the benefit of anybody else's comments.

372
373 Purchasing Agent Willis Moody said correct.

374
375 Councilman Clay said when I read through the City Attorney's comments, what I did
376 was, I said, well, do I want to read every word in this document, if it's not pretty close to
377 final form? And when I read the City Attorney's redline comments, there were numerous
378 places where Danielle said, this area is duplicative of this other area, and I think it should
379 be moved over there to keep it in one spot. Or there were a couple of sections where
380 there was something under the State Ordinance that all these things should be included as
381 exceptions, et cetera, et cetera. There were a number of these.

382
383 Councilman Clay further said after I read through those and then went back, I said, well, I
384 think I like the Attorney's comments. So, my inclination was, let's get the Attorney's
385 comments incorporated, get those sections rewritten, and the duplications taken out, and
386 then send it back, and I will read every word.

387
388 Councilman Allen said I would like to see the final version.

389
390 Mayor Motley Broom said absolutely.

391
392 Purchasing Agent Willis Moody said just to make note, Danielle and I spent an hour and
393 a half on Thursday redoing every section that she commented on. So, it has the flow for a
394 draft to present back to you. This was more to show you where it was and what the
395 Attorney felt we needed to make corrections on, in order to make this a complete
396 package. So, we do have something in draft form, after all of her corrections and
397 additions, that we can present to you. I can send it to you tonight or tomorrow for your
398 full review.

399
400 Councilman Clay said it would be helpful when we have a major document like this that
401 was started out very old, if, in addition to the document that we are reviewing, that we got
402 sort of a high-level summary as well. If you could list philosophically what you thought
403 needed to be changed in the document and how the document was roughly changed, not
404 the details.

405
406 Mayor Motley Broom said an executive summary of the changes.

407
408 Councilman Clay said yes. That would be very helpful in understanding what you are
409 trying to do and how it is helpful over the old document.

410

411 Mayor Motley Broom asked, any other feedback from Mr. Moody?

412

413 There were no further comments made.

414

415 Mayor Motley Broom said thank you, sir. We are grateful for your efforts.

416

417 **3. Discussion of proposed amendments to the alcoholic beverages ordinance**
418 **governing alcohol sales in the City of College Park at establishments that do**
419 **not typically serve food.**

420

421 City Attorney Winston Denmark said this is a continuation of a discussion we started at
422 the last meeting about the potential of revising our Alcohol Ordinance to be more
423 competitive with some of our neighboring jurisdictions. As we have talked about
424 previously, the ability to sell alcohol in College Park is tethered to the food sales
425 requirement. For all premise consumption you have to have food sales that represent at
426 least 51 percent of your gross revenues. That requirement many feel has made the City
427 not an attractive destination for certain businesses, newer businesses, innovative
428 businesses that want to serve alcohol but do not necessarily want to be restaurants.

429

430 City Attorney Winston Denmark said so, there are 2 options. First one is to do nothing
431 and leave things where they are. Then there is the do something. If we are going to do
432 something, the question is: What? The last time we kind of just looked at a bunch of
433 ordinances from other jurisdictions. Based on what is in those ordinances, and from the
434 conversations from Council, I have 5 options that you might consider. The goal here is
435 for the Council to give some direction on what, if any, of these options that you like, and
436 from there draft an ordinance revision that would incorporate one of these options or
437 several of these options for your review and consideration. These are the options I came
438 up with based on the conversations Mayor & Council had last time.

439

440 Mayor Motley Broom said I'm interested in having a comparison of what other cities are
441 doing now and how our ordinance stacks up.

442

443 City Attorney Winston Denmark said okay.

444

445 Mayor Motley Broom said I was kind of expecting that. We did talk about a good
446 number of these options. But in terms of the goal, if it is a shared goal of this Body to be
447 on level with our peers in the region, the printouts of the ordinance were not really
448 sufficient to synthesize the information that we would need to look at this holistically, for
449 me at least.

450

451 City Attorney Winston Denmark said you would want a spreadsheet that lists the
452 ordinances. I can do that.

453

454 Mayor Motley Broom said that would be helpful for me. I don't know if it would be
455 helpful for the rest of the Body.

456

457 Councilman Clay said I would like to see a simple decision tree, a flow chart, and at the
458 top you say, alcohol is the primary product of the establishment, or alcohol is not the
459 primary product of the establishment. On the primary side, you go down and say, break
460 that up into categories. Alcohol with food, alcohol with drink in the place, alcohol only
461 taken out, and you can do this in a spreadsheet form, a decision table.

462
463 Councilman Clay further said you break the decision up into small pieces, into categories,
464 and you say referring to each category, would I want that? Yes or no. Does anybody
465 nearby have that? Does East Point have that? Take in, take out, and do they serve food
466 or not. Ancillary, if alcohol is not the primary product, like an art museum or art studio,
467 well, what percentage of their profit has to come from art versus alcohol? 10, 20, 30, 40?
468 You put that in there. Since it is primary, it has to be more than 50 percent. Well, what
469 about a barbershop? Can you have one barber and a whole bar there and say, hey, I have
470 a barbershop, but everybody is really drinking and watching one guy get his hair cut? So,
471 that is very easy to do, if you think through the thing logically and very easy to analyze.

472
473 Mayor Motley Broom said we don't have to reinvent the wheel here. But I do think it is
474 clear that what we have got right now could be tweaked. And it would be extraordinarily
475 helpful to be able to see in a spreadsheet of what others are doing.

476
477 Councilman Gay said so, outside of the special events to where I have noticed on
478 Council, people come and say they want to serve alcohol at the events. The one that
479 we're talking about, for example. Logistically, I can now serve beer to the parents at the
480 soccer field. How do you charge? How is that enforced? And at night clubs, you can't
481 pour after a certain hour, but you can pour during the day. Outside of a special city event
482 and a liquor license, it just sets up a whole lot of different challenges, that's all I'm
483 saying.

484
485 Mayor Motley Broom said great. And some of our sister cities have addressed some of
486 those challenges in their ordinances and structured them in such a way that allows them
487 to anticipate some of those challenges and tackle them head on, which is why I think the
488 information about what other cities are doing is so important and will be helpful as we
489 deliberate.

490
491 Councilman Gay asked, can we include marijuana?

492
493 Mayor Motley Broom said that is against State Law.

494
495 Councilman Allen said a chart would be great. We are all saying the same thing.

496
497 Councilman Clay said it would be easy to see where each city was and what position of
498 the chart they were occupying. We have to be careful about keeping up with the Joneses.
499 Just because a neighboring city does it doesn't make it a good idea, and it doesn't mean
500 it's a good idea in all parts of our city. And thirdly, we probably will have with Six West
501 every condition that any city could have with regard to alcohol sales.

502

503 Councilman Allen said and we have to be careful that the people who fought through the
504 pandemic that sell beer, wine, and alcohol and all the things they are going through, that
505 we don't hurt their business. There are a lot of things to think about.

506
507 Mayor Motley Broom agreed. But we can make a better decision, once we get that in
508 front of us in a more digestible format.

509
510 Mayor Motley Broom asked, is there anything else to address?

511
512 Councilman Clay said we are good.

513
514 Mayor Motley Broom declared the Workshop Session adjourned at 6:54 p.m.

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CITY OF COLLEGE PARK

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527

Bianca Motley Broom, Mayor

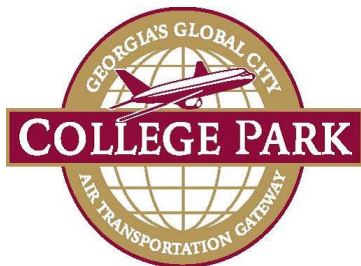
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ATTEST:

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536

Shavala Moore, City Clerk

537



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 8851

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Budget Meeting Minutes dated April 15, 2021

See attached Budget Meeting Minutes dated April 15, 2021.

Thank you.

ATTACHMENTS:

- Budget041521 (DOC)

Review:

- Gabrielle Thornton Completed 05/11/2021 4:50 PM
- Rosyline Robinson Completed 05/12/2021 10:19 AM
- Mercedes Miller Completed 05/12/2021 10:53 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

**CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
BUDGET SESSION #5
APRIL 15, 2021**

MINUTES

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

Staff: All Applicable Departments.

Absent: None.

INSPECTIONS:

Mayor Motley Broom said welcome to our budget session for April 15, 2021. I am Bianca Broom, Mayor of the great City of College Park. It is 6:31 p.m. We have a quorum with all but Councilman Gay, and we are going to get things kicked off with our Inspections Department.

Interim City Manager Mercedes Miller said thank you Mayor & Council for your continued stewardship in our community. Please join me in expressing my thanks to the outstanding people in our City Government, from the frontline staff to the department heads. We labor everyday collectively working 24/7/365 to keep College Park functioning and thriving.

Mayor Motley Broom said we are asking everyone to do the same or more with less this fiscal year and looks like next fiscal year as well. We absolutely appreciate all the efforts of all the people who choose to have their careers here in College Park.

Mayor Motley Broom said Inspections starts on digital page 5.

Director of Inspections Oscar Hudson said good evening Mayor & Council.

Mayor Motley Broom asked, any questions for Mr. Hudson?

Councilman Clay said on line 525730, R&M DP Equipment is for the Sage’s digital plan review. I had a follow-up questions on digital page 8. So, there are 2 line items there, and we talk about the Sage’s networks on page 8. What departments are included in all?

Director of Inspections Oscar Hudson said the Fire Department, Code Enforcement, Inspections, Engineering, and Business License.

46 Councilman Clay asked, how do you review plans now? Do you send them paper wise
47 across the departments?

48

49 Director of Inspections Oscar Hudson said yes, sir. They submit the plans according to
50 what they want to build, and we disburse those plans to each department.

51

52 Councilman Clay said okay. So, we haven't approved this at this point, correct?

53

54 Director of Inspections Oscar Hudson said correct.

55

56 Councilman Clay said so, they will be coming before Mayor & Council. It sounds like,
57 with all the work we are going to be doing, and the renovation and building that is going
58 on, if you can't do it digitally, you are going to be in a world of hurt.

59

60 Councilman Allen said with 3 people there out, we have a lot of work coming up. Just in
61 my ward we have a lot going on and in Princeton Village. That is a lot of inspections.

62

63 Mayor Motley Broom said it is 2021. We have to be efficient for our front-facing
64 customers and internal customers. This will improve cooperation between departments
65 and lead to fewer things falling through the cracks, or lack of communication because
66 they are all going to be tied into one system.

67

68 Councilman Clay said and you have instant communication. Look what we are able to do
69 now. We are getting electronic copies of the budget and the meeting packet. It makes
70 life a lot easier.

71

72 Councilman Allen said let's make sure that we have the people there to do it as well.
73 When I think of 3 people, I am thinking how they are going to do that. They are going to
74 be learning the new system. Just keep an eye on it.

75

76 Mayor Motley Broom asked, to Councilman Allen's point, do we have a plan for
77 implementation and training, and is that included in that cost?

78

79 Director of Inspections Oscar Hudson said training is included in the cost.

80

81 Mayor Motley Broom asked, any other questions?

82

83 Councilman Allen said that will take time out from them doing inspections and
84 reviewing, and so forth. I had the same question as Councilman Clay.

85

86 Councilman Allen said on training, you said 10 board members and one staff member,
87 line 526200. I didn't know who the 10 board members were.

88

89 Director of Inspections Oscar Hudson said those are the Board of Zoning Appeals and the
90 Planning Commission Members.

91

92 Mayor Motley Broom asked, any other questions?

93

94 Councilman Clay said I had some more later on in the line-item detail.

95

96 Councilman Clay said on that same page where we talked about the Sage's software,
97 contractual services, line 526170, Apartment Inspection Rental Ordinance, I know what
98 that is, but I thought the apartments were paying for the inspections. So, why do we have
99 an \$80,000.00 charge in there?

100

101 Director of Inspections Oscar Hudson said they are paying for those, but we have to pay
102 the apartment contractor.

103

104 Councilman Clay said that is the expense item. And then you have a matching revenue
105 item for them paying us.

106

107 Director of Inspections Oscar Hudson said yes, sir. We will make \$10.00 off of each
108 inspection.

109

110 Councilman Clay said I'm good on that. The other one I had was on digital page 6, line
111 526060, demolition, you only have \$15,000.00 in there for demolition. Are you sure that
112 is going to be enough?

113

114 Director of Inspections Oscar Hudson said City Manager took some money and put it into
115 BIDA demolition for those properties for the City that needs to be demolished, and she
116 left me \$15,000.00 for private demolition, if we come across a home or 2 that may need
117 to be demolished by Code Enforcement.

118

119 Councilman Clay said demolition is \$5,000.00 to \$7,000.00 a home; isn't it?

120

121 Director of Inspections Oscar Hudson said yes, sir.

122

123 Councilman Clay said that would buy us 2 homes, possibly. There are a lot of
124 renovations going on, so hopefully, people are buying up these homes and demolishing
125 them for us. That's all I had Mayor.

126

127 Mayor Motley Broom said under contractual services, line 526170, digital page 6, it
128 looks like we really haven't spent that much. We had \$92,000.00 allocated, and we spent
129 11 percent of that. Can you flush that out a little bit?

130

131 Director of Inspections Oscar Hudson said that's because of COVID and last year where
132 people were scared about going into homes or apartment complexes. The contracts went
133 down because of COVID. Those inspections have to resume now.

134

135 Mayor Motley Broom said this is a fairly minor thing, line 527320, digital page 6, it got
136 zeroed out on stationery and printing. Is that realistic?

137

138 Secretary Sabrina Walters said we were asked to get it out of this year's budget, so there
139 will be enough to carry us through next year's budget. We can do it.

140

141 Interim City Manager Mercedes Miller said we are trying to do more things
142 electronically.

143

144 Mayor Motley Broom said I full support doing more things electronically. I don't know
145 that we are at the point where everything is going to happen electronically.

146

147 Councilman Clay said we have some things where we have to print signs, for example, to
148 put up. Is that in that printing budget, or is that in a different portion of the budget?

149

150 Director of Inspections Oscar Hudson said it is in a different portion of the budget.

151

152 Mayor Motley Broom said I want us to be as realistic as possible. I know it's a small
153 expense, but if you are going to spend money on it, let us know now.

154

155 Director of Inspections Oscar Hudson said I would love to have it back.

156

157 Councilman Clay asked, what do you print with it?

158

159 Director of Inspections Oscar Hudson said it is for stationery, letterhead, paper, and
160 envelopes.

161

162 Councilman Clay said postage is \$1,600.00. So, if you don't have anything to print and
163 mail, you don't have anything to put stamps on.

164

165 Director of Inspections Oscar Hudson said I'd like to have that back, if we can get it.

166

167 Mayor Motley Broom asked, would \$500.00 work?

168

169 Director of Inspections Oscar Hudson said we will make it work.

170

171 Mayor Motley Broom asked, is the Council amenable to \$500.00?

172

173 Councilman Clay said yes.

174

175 Councilman Allen said \$500.00 is fine.

176

177 Mayor Motley Broom asked, any other questions?

178

179 There were no further questions.

180

181 Councilman Allen said thank you Oscar for all the stuff you do.

182

183 Director of Inspections Oscar Hudson said thank you Mayor & Council for the support.

184 **ECONOMIC DEVELOPMENT:**

185

186 Mayor Motley Broom asked, any questions for Mr. Jones?

187

188 Councilman Clay said on line 526230, conventions and meetings, don't you think you
189 might be going to something in the next year?

190

191 Director of Economic Development Artie Jones said I do. I would like to. My staff
192 really needs it. Over this past year we have not gone anywhere. Most has been done
193 virtual. With COVID people are getting vaccinations. I know they have some in-person
194 things, and there will be the alternative for those that still don't feel safe about traveling.
195 We tried to have as lean of a budget as possible. So, that's the reason we have really held
196 off to have any travel dollars in our budget. I would be happy to have some.

197

198 Councilman Clay said even if you just attended a conference by Zoom, you are going to
199 end up having some charge. You had \$5,000.00 in there in the amended budget last time.
200 I would think you would want to put \$5,000.00 in.

201

202 Director of Economic Development Artie Jones said I have no objections to that.

203

204 Mayor Motley Broom asked, what does the Body think about \$5,000.00?

205

206 Councilman Allen said I'm good with that.

207

208 Councilman Gay said no problem.

209

210 Mayor Motley Broom said there is a consensus by Mayor & Council to give Economic
211 Development \$5,000.00 for training.

212

213 Mayor Motley Broom asked, any additional questions for Mr. Jones?

214

215 Councilman Allen said on line 525530, you requested \$40,000.00, and it went to zero.
216 We didn't have any before. What was the \$40,000.00 going to be for? Do we need to
217 look at any of that?

218

219 Director of Economic Development Artie Jones said initially we had some aspiring goals
220 prior to COVID working with Six West to working outside of it. There were a number of
221 items we wanted to try to accomplish. Off the top of my head, I can't think of what those
222 items are.

223

224 Economic Development Assistant Tasha Garrison said Councilman Allen, it is municipal
225 planning for the LCI Study. We wanted to partner with the City of South Fulton, but we
226 were unsure if they wanted to do the \$20,000.00 match. So, we requested the \$40,000.00
227 in case we weren't able to get the match from them.

228 Councilman Allen said that's all I got.

229

230 Mayor Motley Broom asked, any other questions for Mr. Jones?

231

232 There were no further questions.

233

234 **MAIN STREET:**

235

236 Mayor Motley Broom asked, any questions?

237

238 Councilman Clay said on digital page 39, line 525240, telephone, it went from actual in
239 2020, \$3,522.75 to \$4,560.00, and the actual amount this year was \$2,256.68. We are $\frac{3}{4}$
240 of the way through the year, so why the big jump in telephone?

241

242 Director of Economic Development Artie Jones said the number was provided for us by
243 the IT Department. Renee, can you respond to that, please?

244

245 Main Street Manager Renee Coakley said I don't do the numbers for the telephone
246 portion. I'm guessing it comes from the IT Department.

247

248 Councilman Clay asked, did you change your telephone service this year?

249

250 Main Street Manager Renee Coakley said no, sir, I did not.

251

252 Councilman Clay said you haven't acquired an additional cell phone or a hot spot to
253 supplement the Wi-Fi at The Depot, or anything like that?

254

255 Main Street Manager Renee Coakley said no, sir, nothing was changed.

256

257 Councilman Clay said we will write it off as part of the mysterious increase across the
258 board.

259

260 Director of Finance & Accounting Althea Philord-Bradley asked Renee, were you using
261 the Verizon Plan more during COVID?

262

263 Main Street Manager Renee Coakley said no, I was using my laptop, but I was using my
264 home Wi-Fi.

265

266 Director of Economic Development Artie Jones said that is a flat rate that we do have.
267 It's a set price.

268

269 Director of Finance & Accounting Althea Philord-Bradley said sometimes it does, if you
270 go over what our limit is, and it will increase (Showing breakdown on the screen).

271

272 Councilman Clay asked, does anybody know what AT&T Club is on there?

273

274 Mayor Motley Broom said on digital page 39, lines 525260, 70 and 80, how is it that we
275 have not spent anything on heat, water, and power this year?

276 Director of Economic Development Artie Jones said Renee works from home full time.
277
278 Main Street Manager Renee Coakley said I don't put those numbers in, so I can't answer
279 those questions.
280
281 Director of Finance & Accounting Althea Philord-Bradley said the system auto generates
282 these reports. I will get back to you on that. Every month the system pulls the numbers,
283 unless an account number is changed. Even though Renee works from home, there are
284 still expenses.
285
286 Mayor Motley Broom said on line 526170, contractual services, digital page 39, and the
287 detail is on digital page 41. That is a fairly steep increase on that.
288
289 Main Street Manager Renee Coakley said the new landscaping contract, that is the new
290 contract that was just approved by Mayor & Council, that was included in there. But I
291 wouldn't say that's not the cause of the increase, because initially we had \$50,000.00 for
292 the façade grant program, but all that was chipped away. There is only \$10,000.00 left
293 for that. The other 2 façade grants that are in there were approved through that program
294 prior to COVID. We had already promised those payments to the businesses. So, in
295 order to hold good to those promises, that is why I included them in this budget. And as
296 soon as the new budget year hits, we can pay those 2 clients that were awarded. And
297 those would not ever again be posted to the account.
298
299 Mayor Motley Broom said in the 2020 fiscal year, we spent \$44,000.00 on contractual
300 services. We are projected to spend \$66,000.00. We have only spent \$22,000.00 this
301 year. And we are not on pace to get to anything near that number. So, is landscaping the
302 bulk of the increase?
303
304 Main Street Manager Renee Coakley said I would say, yes.
305
306 Councilman Allen asked, does anybody else get part of that, or does Main Street get it
307 all?
308
309 Main Street Manager Renee Coakley said all. It is the landscaping contract, as well as
310 the tree trimming portions.
311
312 Councilman Clay said isn't that landscaping contract part of the large contract with the
313 GICC?
314
315 Director of Economic Development Artie Jones said yes.
316
317 Councilman Clay said this is just your portion of it.
318
319 Main Street Manager Renee Coakley said correct.
320

321 Director of Economic Development Artie Jones said this is with all the adjustments that
322 we did also. They are not cutting as frequent.

323
324 Councilman Clay said there is a tremendous amount of enthusiasm for what you guys and
325 the board have been doing on Main Street. We have some really great gardeners in Ward
326 1. What about some volunteer landscaping and planting of flowers?

327
328 Councilman Allen said if we can supplement some of that, maybe that is money you can
329 use somewhere else.

330
331 Main Street Manager Renee Coakley said the contracts were already approved by Mayor
332 & Council. In that contract it includes the planting of flowers.

333
334 Councilman Allen said they can just add to it.

335
336 Mayor Motley Broom said I'm sure there are people who would be willing to contribute
337 sweat equity and a few trays of flowers.

338
339 Councilman Clay said there has been some in the past.

340
341 Main Street Manager Renee Coakley said thank you.

342
343 Interim City Manager Mercedes Miller asked, do you have a security line inside of The
344 Depot.

345
346 Main Street Manager Renee Coakley said yes, under contractual services. System 5 is
347 the alarm company.

348
349 Interim City Manager Mercedes Miller said Mr. Hicks said that is what the AT&T Club
350 is for.

351
352 Mayor Motley Broom said System 5's only line item is for 20550 (two o five fifty) seems
353 a little low for an entire year.

354
355 Main Street Manager Renee Coakley said their annual contract is the 20550.

356
357 Mayor Motley Broom said but in order for it to work, you have to have the AT&T Club.

358
359 Mayor Motley Broom asked, any other questions for Main Street?

360
361 There were no further questions.

362
363 **BIDA:**

364
365 Mayor Motley Broom asked, any questions for Mr. Jones?

366

367 Councilman Allen said no. Just a lot of transfers.

368

369 There were no further comments.

370

371 **FIRE ADMINISTRATION:**

372

373 Mayor Motley Broom said it starts on digital page 63. Questions for Chief Elmore?

374

375 Councilman Allen said I have no questions.

376

377 Fire Chief Wade Elmore said I have a few. Digital page 63, line 515180, uniforms.

378

379 Mayor Motley Broom said that has been zeroed out.

380

381 Fire Chief Wade Elmore said yes, and I would like to request or ask for \$3,000.00 to be
382 placed back in there.

383

384 Mayor Motley Broom asked, is there any reason for that \$238.90?

385

386 Fire Chief Wade Elmore said we received those invoices later in the year.

387

388 Councilman Clay asked, is that like the dress uniforms for ceremonies and things like
389 that?

390

391 Fire Chief Wade Elmore said that is our dress uniforms and our daily professional
392 uniforms.

393

394 Councilman Clay said I don't have a problem with that, but maybe not the full amount.

395

396 Mayor Motley Broom asked, what is the will of the Body?

397

398 Councilman Allen said I'm okay with it.

399

400 Councilmen Gay and Taylor agreed to \$3,000.00.

401

402 Fire Chief Wade Elmore said in Administration, I have about 4 lines that I would like to
403 talk about. The next line item would be 525740, buildings and repairs. That is for our
404 Fire Stations 2 and 3. I know we are having some issues with the washers and dryers
405 over there. We have to dry the heavy turnout gear in there. So, we have to have it
406 repaired or purchase another one. I was asking to put at least \$5,000.00 back in there.
407 We only have \$5,000.00 to cover both stations, and I don't think that is enough. Because
408 even when our overhead doors, when the motors go out, it is anywhere from \$10,000.00
409 or so when they come out.

410

411 Councilman Clay said Chief, you started off talking about dryers. If I remember, we just
412 got fire gear.

413 Fire Chief Wade Elmore said that line is for Fire Stations 2 and 3.
414
415 Councilman Clay said but Station 3 is brand new.
416
417 Fire Chief Wade Elmore said it is new, but it is wearing.
418
419 Councilman Clay asked, is that dryer under warranty?
420
421 Fire Chief Wade Elmore said I think that dryer is out of warranty and the washing
422 machine.
423
424 Councilman Allen said it gets a lot of use.
425
426 Fire Chief Wade Elmore said yes, especially with COVID.
427
428 Councilman Clay said that makes sense.
429
430 Mayor Motley Broom asked, is it the consensus of the Body to return to the \$10,000.00?
431
432 Councilman Clay said yes, if that is what it is going to take.
433
434 Councilman Allen said I noticed that on R&M Buildings, the actual amount was
435 \$68,000.00 last year. I can't remember what we spent it on.
436
437 Mayor Motley Broom asked, was it the roof?
438
439 Fire Chief Wade Elmore said no. Two of the positions that we had, we used their salaries
440 to pay for the roof.
441
442 Director of Finance & Accounting Althea Philord-Bradley said that is what it is. That is
443 the current year. The budget needs to be moved for that. It needs to move from salaries
444 to the R&M and Buildings.
445
446 It was the consensus of Mayor & Council to move the amount under salaries to R&M and
447 Buildings.
448
449 Fire Chief Wade Elmore said on line 526200, training, we zeroed that out. And I know
450 last year myself, and the Fire Marshal is rather new in this position, we have to get out
451 and get some training. We were short some hours last year, but they waived that because
452 of COVID. They are starting again with training and conferences. I would like to add
453 \$5,000.00 back to that line item.
454
455 Councilman Clay said we had only a little under \$700.00 for 2020. Why the big jump?
456 Fire Chief Wade Elmore said we had \$5,000.00 in this line item, but in March of 2020,
457 we had to do some reduction in the budget, and we cut it down then.
458

459 Councilman Clay asked, are you saying that you had it in there for the latter part of Fiscal
460 2020, and then COVID hit, and you couldn't go to training?

461
462 Fire Chief Wade Elmore said that's correct. The training normally happens around
463 August.

464
465 Mayor Motley Broom said that would be the start of the fiscal year.

466
467 Councilman Clay said that would be the start of the fiscal year, not the end.

468
469 Fire Chief Wade Elmore said July, I'm sorry.

470
471 Councilman Clay asked, how much do you really need to get you and the Fire Marshal
472 the hours that you need?

473
474 Mayor Motley Broom asked Althea, can we see how much was spent in Fiscal Year
475 2019?

476
477 Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am. I will look
478 right now.

479
480 Fire Chief Wade Elmore said the other line item, not in my budget packet, because we
481 wanted to reduce the budget as much as we can. But in previous years, and when I was
482 hired, I was hired as the Deputy Assistant Fire Chief. And when I was promoted to Fire
483 Chief, the Deputy Fire Chief position was eliminated and the Fire Inspector position. I
484 would like to ask for those 2 positions back. With all the building and construction, we
485 have 1 Fire Marshal, and he needs an assistant, and that would be the Fire Inspector.
486 And as large as our department is, I feel we need to reinstate that Assistant Fire Chief
487 position also.

488
489 Councilman Allen asked, do we have any contingency money anywhere?

490
491 Councilman Clay said as tight as we are right now, I don't know about an Assistant Chief
492 position.

493
494 Mayor Motley Broom asked, how much would that add to your budget?

495
496 Fire Chief Wade Elmore said the Assistant Chief position starts at \$73,000.00. And for
497 the Fire Inspector, \$47,000.00.

498
499 Councilman Clay said there are a lot of areas in the city that we could use additional help.
500 I'm not sold on that one. Somebody else may have a different opinion.

501
502 Director of Finance & Accounting Althea Philord-Bradley said it is \$156,000.00 for both
503 positions, and that includes salaries and benefits.

504

505 Councilman Clay said that's a lot of money.
506
507 Councilman Allen asked, anywhere we can cut any?
508
509 Mayor Motley Broom asked, can we have a discussion at the midway point of the year?
510
511 Councilman Clay asked, one position or both?
512
513 Mayor Motley Broom said just have a discussion.
514
515 Councilman Allen asked, how hard would it be to find somebody? And, how long would
516 it take you to find somebody? Six months? Two months? Do you have an idea?
517
518 Fire Chief Wade Elmore said I would say for both positions within the next 3 to 4
519 months.
520
521 Councilman Clay asked Chief Elmore, when do we expect the inspections to really start
522 hitting? The things going on on Herschel Road, does the Fire Inspector go through those
523 buildings as well?
524
525 Fire Chief Wade Elmore said yes, those, Six West, and his annual inspections. The
526 business inspections, it is only 1 person.
527
528 Councilman Clay asked, when do we expect the homes on Herschel Road to start
529 completing that the inspection would start, for example?
530
531 Fire Chief Wade Elmore said once he reviews the plans, he will get with the contractors
532 and make visits over there.
533
534 Councilman Clay asked, 6 months? A year? 5 months? 3 months?
535
536 Fire Chief Wade Elmore said once they start going up with the homes, I would say within
537 the next 6 months for sure.
538
539 Councilman Allen said I assume he is spending time over at Princeton Village.
540
541 Fire Chief Wade Elmore said he is.
542
543 Councilman Clay said maybe we can consider the inspection position the first of 2022.
544
545 Councilman Allen agreed.
546
547 Councilman Clay said right now Chief you are using the Fire Marshal as sitting in for you
548 when you are off.
549

550 Fire Chief Wade Elmore said that is not consistent. Sometimes I will let him do it.
551 Sometimes I will let one of the Division Chiefs do it. But it is really not a consistent
552 person that is sitting in that position when I am out.

553
554 Councilman Clay said you've got some reliable people you can have sit in for you when
555 you are not there. I'm more worried about the inspections position instead of Assistant
556 Chief. If you could have one, which one would you pick?

557
558 Mayor Motley Broom said my question as well.

559
560 Fire Chief Wade Elmore said because of all the construction going on, I would rather put
561 the Inspector in place now and come back first of the year and discuss the Assistant Fire
562 Chief.

563
564 Councilman Clay said you think you need the inspection person now.

565
566 Fire Chief Wade Elmore said yes, no question. We still have to inspect the hotels and
567 schools. It takes them 4 days to a week to inspect those places.

568
569 Councilman Clay said I would go for getting the Inspector now and talking about the
570 Assistant Chief at the beginning of next year, not starting to bring in the Assistant Chief
571 next year.

572
573 Councilman Taylor asked, with the Inspector being already in-house, how would that
574 work?

575
576 Fire Chief Wade Elmore said we would move one of our people up. We have a few
577 people that we could send to training who are already here.

578
579 Mayor Motley Broom asked, what does the Body think?

580
581 Councilman Allen asked, are you good with looking at an assistant in January, Chief, and
582 reviewing it again and see? If things were to pick up drastically, we might look earlier,
583 but I would think January.

584
585 Fire Chief Wade Elmore said yes, we could do that.

586
587 Councilman Clay said I will support that, too, Ken.

588
589 Councilman Taylor said yes.

590
591 Councilman Gay said fine by me.

592
593 Director of Finance & Accounting Althea Philord-Bradley said just to follow up on
594 training, in 2019 we had \$2,000.00 budgeted for training, and they used \$1,777.00.

595

596 Mayor Motley Broom said okay. Can we do that again, \$1,700.00?
597

598 Fire Chief Wade Elmore said I went to a conference, and Brian Steel was getting ready to
599 retire, so he stopped. We have a new Fire Marshal, and I would like to get him to some
600 training.
601

602 Mayor Motley Broom said I think \$5,000.00 is a little high.
603

604 Councilman Clay asked, how about \$3,000.000?
605

606 Fire Chief Wade Elmore said I looked at a conference that I would be attending, the
607 International Fire Chief Conference, and with travel and hotel it is about \$1,700.00 just
608 for that. It is being held in Charlotte this year in July.
609

610 Councilman Clay said so \$4,000.00, maybe.
611

612 Fire Chief Wade Elmore said yes.
613

614 Councilmen Gay and Taylor agreed.
615

616 Councilman Allen said and if we get an Assistant Chief in January, we might need to
617 adjust that as well.
618

619 Fire Chief Wade Elmore said that's it.
620

621 Mayor Motley Broom asked, any other questions in Admin?
622

623 Councilman Clay said no.
624

625 Councilman Gay said I have a comment. During all of my budget sessions when we get
626 to Fire, they are always asking for money. One year there were trucks. And I'm not
627 minimizing the seriousness of keeping fire personnel safe, but my question is: Why do
628 we always get these upgrades? And why aren't these things considered by our City
629 Manager? I would think that whenever you do your budget review, there should be a
630 buy-in as well. That is just my comment.
631

632 Mayor Motley Broom asked, any response?
633

634 There was no response.
635

636 **SUPPRESSION:**
637

638 Councilman Allen said training is at zero. Do you need some money there?
639

640 Fire Chief Wade Elmore said we do.
641

642 Councilman Allen said the number from 2020 to 2021, it was down, and we kept that
643 low. Was there something you were going to ask for, or is that just me thinking?

644
645 Fire Chief Wade Elmore said I was going to ask for at least \$4,000.00. In Fire
646 Suppression, we have 67 people that are in that department. We have a number of
647 officers. We do need about \$4,000.00.

648
649 Mayor Motley Broom asked, any proposal? What is the will of the Body?

650
651 Councilman Allen said we need some in training.

652
653 Councilman Clay said instead of just adding, are there some areas in the budget that
654 could be cut? For example, gas and oil. The 2020 actual was \$30,000.00, and we have in
655 for \$40,000.00. Maybe we should cut that back to \$30,000.00. And that helps pay for
656 some of the things we are already adding.

657
658 Councilman Allen asked, are there some other areas where we could do a little cutting?

659
660 Mayor Motley Broom asked Althea, what was the gas and oil in 2019?

661
662 Director of Finance & Accounting Althea Philord-Bradley said that is an allocation that is
663 done quarterly. So, what will happen, that will go up. I wouldn't touch that one there.

664
665 Councilman Clay said we have fewer police cars on the street. We should be making
666 fewer COVID emergency runs. My comment was in general. Are there other things that
667 can be trimmed elsewhere in the budget, rather than just adding to the fire budget. If we
668 are addresses that, unless it's the cost of gasoline that is going up that is driving it, I
669 would argue that we probably will be running fewer miles, fewer vehicle miles in the
670 next fiscal year than we have been in the previous one. I just throw that out.

671
672 Mayor Motley Broom asked, what does the rest of the Body think?

673
674 Director of Finance & Accounting Althea Philord-Bradley said in 2019, the cost was
675 \$46,123.95.

676
677 Mayor Motley Broom said gas prices were lower in the midst of the pandemic.

678
679 Councilman Clay agreed.

680
681 Councilman Allen said on line 525700, Repair Costs, we have \$72,000.00 there. Is that
682 figured in? I don't know how much in repairs you are expecting.

683
684 Fire Chief Wade Elmore said even though we send out trucks to Moody's, Moody's
685 cannot fix our trucks, so we have to outsource a lot of our vehicles. We have vehicles
686 anywhere from 18 to 20 years old, so when we do get repairs on those trucks, we have to
687 outsource them.

688 Mayor Motley Broom asked, what does Moody's fix for the Fire Department?
689
690 Fire Chief Wade Elmore said they repair brakes, change oil, and tires. Anything dealing
691 with the engine or transmission, we have to outsource.
692
693 Mayor Motley Broom said we are paying Moody's \$14,500.00 for the brakes, oil
694 changes, and tires. Does that make sense?
695
696 Fire Chief Wade Elmore said the tires are \$600.00 to \$700.00 a piece.
697
698 Mayor Motley Broom asked, so that is not included in that \$7,000.00?
699
700 Fire Chief Wade Elmore said no.
701
702 Mayor Motley Broom said \$4,000.00 gives us what? The tires are in a different budget
703 line, and they do the install, but that is pretty much it. Does this agreement make sense
704 for the Fire Department?
705
706 Councilman Allen said if we didn't have that who would do it?
707
708 Councilman Clay said you have routine things that you don't want to ship it off. If we
709 want to get a truck back in service, let's say we buy the tire and Moody's changes the
710 tire.
711
712 Fire Chief Wade Elmore said yes, sir.
713
714 Mayor Motley Broom said with Squarerigger, how many oil and tire changes?
715
716 Councilman Clay said we have had a problem with Moody's updating Squarerigger.
717 That was supposed to be cleared up.
718
719 Mayor Motley Broom said we had this conversation last year.
720
721 Councilman Clay said I wish Mr. Moody were on the call and see if that data is being
722 kept up-to-date.
723
724 Director of Finance & Accounting Althea Philord-Bradley said I just texted him.
725
726 Councilman Allen said vehicle repair cost is \$72,000.00.
727
728 Fire Chief Wade Elmore said yes.
729
730 Councilman Allen asked, are there any other big items that we need to have, like an
731 engine repair?
732

733 Fire Chief Wade Elmore said not large items, but from time to time the pumps that pump
734 the water out to the trucks will go out, and we will have to get them repaired.

735

736 Administrative Assistant Theresia Huggins said a majority of those are emergency
737 repairs, things that we didn't anticipate.

738

739 Councilman Clay said vehicles that are 18 years old. Chief, we bought a new ladder
740 truck. We got the Quint just recently. What are the vehicles that are older?

741

742 Fire Chief Wade Elmore said we have a Reserve Engine 1, Engine 2, and an Engine
743 Squad. Reserve Engine 1 is 15 to 16 years old, digital page 97.

744

745 Councilman Clay said these are secondary vehicles. These are reserve vehicles. You
746 don't run the reserve vehicles unless the primary vehicle is not running.

747

748 Fire Chief Wade Elmore said when a front-line vehicle is down or getting repaired, we
749 use reserves, and we use them quite often.

750

751 Mayor Motley Broom asked, any other questions for Fire Suppression?

752

753 Councilman Taylor said when it's time to buy these vehicles, does Moody's have a hand
754 in or say, in the vehicles that we purchase or whatever?

755

756 Fire Chief Wade Elmore said no, sir. We have a few guys here within the department
757 who are mechanics or past mechanics that sit down with them. We sit down with
758 different manufacturers and vet them out that way.

759

760 Councilman Taylor said Moody's is the company that is not fixing our vehicles. I think it
761 makes more sense for them to now, before we get a brand-new vehicle.

762

763 Fire Chief Wade Elmore said all of our vehicles are from the same manufacturer, Pierce,
764 before I got here. We could include Moody's just to inform them of what we are doing.
765 They have worked on the vehicles. Moody's knows that the mechanics have to have
766 emergency vehicle certification. And at one point, they had about 3 mechanics over there
767 who were EBT Techs.

768

769 Councilman Clay asked, what is the total, if you had everything you would like on your
770 wish list to add, how much money are we talking about?

771

772 Fire Chief Wade Elmore said I'm just asking for the important things that we need.

773

774 Councilman Clay said you must have an idea of the total. \$200,000.00? \$300,000.00?
775 \$400,000.00?

776

777 Fire Chief Wade Elmore said \$150,000.00 to \$200,000.00. With the 11 vacancies that
778 we have, 4 of them are frozen, and I was going to ask you to unfreeze the 4 positions, and
779 that way we could hire 11 total people.

780
781 Councilman Clay asked, how much is unfreezing 4 positions worth?

782
783 Mayor Motley Broom asked, can we fill the 7 first, and then we visit that?

784
785 Fire Chief Wade Elmore said yes.

786
787 Director of Finance & Accounting Althea Philord-Bradley said only 4 positions are
788 frozen for 2022. I sent the update.

789
790 Fire Chief Wade Elmore said then it is 7 vacancies that we have, yes.

791
792 Councilman Clay asked, how much money? \$280,000.00?

793
794 Director of Finance & Accounting Althea Philord-Bradley said \$293,000.00, so you are
795 close Councilman Clay.

796
797 Fire Chief Wade Elmore said besides the 4 frozen, the other 7 are included in the salaries
798 that we submitted.

799
800 Councilman Clay asked, can we say all the vacancies are not going to get filled? Are
801 they in there for the beginning of the fiscal year, or are they staggered?

802
803 Director of Finance & Accounting Althea Philord-Bradley said they are at 100 percent.
804 All vacancies, except the 4 frozen positions.

805
806 Councilman Clay asked, what is the likelihood that those positions will be filled by July
807 1, 2021?

808
809 Fire Chief Wade Elmore said the 6 we are working on now. We sent letters out to the
810 candidates. We have about 15 candidates. We should be doing a physical assessment
811 some time in May. After that, it goes to the written exam and then the interviews.

812
813 Councilman Allen asked, how long does it take them?

814
815 Fire Chief Wade Elmore said we are not taking a person without any experience. It takes
816 over a year to train them. They have to have firefighter, EMT's or paramedic experience.

817
818 Councilman Allen asked, any idea what the rate is, or how many you are losing from time
819 to time? Are you losing 1 a quarter?

820
821 Fire Chief Wade Elmore said over the last year, I think we have lost about 6 firefighters.
822

823 Councilman Allen said when you hire, it's going to be hard to catch up for that full
824 complement.

825

826 Councilman Clay said it sounds like the money that we are trying to find to cover the
827 other things will come out, unfortunately, out of salaries, because we won't have the
828 vacancies that have already been budgeted. So, for every vacancy you get \$75,000.00,
829 roughly. All you need is a couple of vacancies and you have \$150,000.00. That
830 presumes that you get 10 to sign up.

831

832 Councilman Allen said if you are losing 6 or 7 positions a year, it will take you 3 or 4
833 years just to catch up, if it stays the same.

834

835 Mayor Motley Broom said of those 15 candidates you are corresponding with, what
836 would be your expected yield from that 15? How many actually put on the uniform and
837 become a member of the College Park Fire Department?

838

839 Fire Chief Wade Elmore said out of the 15, once we do the background check, 8, maybe
840 7.

841

842 Councilman Clay said that's a pretty good yield.

843

844 Councilman Allen said by not filling and not catching up on 3 or 4 positions, those are
845 positions that are going to be your money to take care of everything else.

846

847 Councilman Clay agreed.

848

849 Fire Chief Wade Elmore said our young firefighters leave for positions that pay more.
850 Firefighters with 15 years or more, they will hold on.

851

852 Mayor Motley Broom asked, is Suppression included in these numbers? In regard to the
853 proposed 3 or 4 positions, what is the will of the Body on that one?

854

855 Councilman Allen said I have no problems with trying to fill them because I think it will
856 take you 3 or 4 years to get them filled.

857

858 Councilman Clay agreed.

859

860 Mayor Motley Broom said so, keep them frozen?

861

862 Councilman Clay said we could unfreeze them.

863

864 Councilman Allen said I'm in favor of unfreezing them. I don't know that you will get
865 there. Maybe we look at it again next year.

866

867 Councilman Gay said I agree. It can be unfrozen.

868

869 Director of Finance & Accounting Althea Philord-Bradley said to unfreeze them but not
870 funding them; is that what I am hearing? That will be \$293,000.00 to add back to the
871 budget.

872
873 Councilman Allen said just not fund them until they are on the payroll.

874
875 Director of Finance & Accounting Althea Philord-Bradley said if he fills all the vacancies
876 that are funded, then we will come back before Mayor & Council.

877
878 Councilman Allen said that's a good idea.

879
880 All Councilmembers agreed.

881
882 Director of Finance & Accounting Althea Philord-Bradley said the details on the
883 equipment, it seems they are uploading the information every time they work on the
884 vehicles. These are some of the charges throughout the fiscal year (indicating on screen).

885
886 Mayor Motley Broom said when we are looking at this and seeing the total cost here, are
887 we looking at the labor cost for Moody's?

888
889 Director of Finance & Accounting Althea Philord-Bradley said that is the labor cost.
890 And that would be outside of the maintenance contract. We would get billed.

891
892 Mayor Motley Broom asked, what is in the maintenance contract?

893
894 Director of Finance & Accounting Althea Philord-Bradley said I would have to ask Mr.
895 Moody to log in.

896
897 Councilman Allen said it looks like there are no other charges, other than labor.

898
899 Councilman Taylor said it may be better to have Mr. Moody here one time and get to the
900 bottom of it.

901
902 Mayor Motley Broom said I know that you were going to make a proposal that we
903 reconvene for some additional budget discussions, despite our thoughts that this might be
904 the last session. Perhaps we can examine this issue in depth and figure out what goes into
905 the contractual cost and what we are paying for. Is that okay with everybody?

906
907 Director of Finance & Accounting Althea Philord-Bradley said yes. I know the
908 allocation includes the pay for Moody's employee cost as well. We pay for their
909 operational costs altogether. This is outside of the maintenance they provide to the City.

910
911 **EMS:**

912
913 Mayor Motley Broom said this starts on digital page 112.

914

915 Mayor Motley Broom asked, are there any questions for the Chief?
916
917 Councilman Clay said on page 113, computer supplies have been set to zero. They were
918 \$3,333.30 this past year. That seems unlikely. It is just an observation.
919
920 Fire Chief Wade Elmore asked, is that line 537122?
921
922 Mayor Motley Broom said yes.
923
924 Councilman Clay said I don't see any breakdown.
925
926 Fire Chief Wade Elmore said for EMS, we only have 1 person in there and that is Chief
927 Taylor.
928
929 Fire Chief Wade Elmore said on line 515180, uniforms, \$700.00.
930
931 Mayor Motley Broom asked, what is the consensus of the Body?
932
933 Councilman Clay said \$500.00.
934
935 Councilman Gay said \$500.00 is fine.
936
937 Councilmen Allen and Taylor agreed.
938
939 Mayor Motley Broom asked, any other questions on EMS?
940
941 There were no further questions.
942
943 **SPLOST:**
944
945 Mayor Motley Broom said this starts on digital page 132.
946
947 Mayor Motley Broom asked, any questions?
948
949 Director of Finance & Accounting Althea Philord-Bradley said there is contingency there
950 just in case Jackson brings projects before the Council. I don't have to go back and
951 amend the budget. We are collecting the funds.
952
953 Councilmen Clay and Allen had no questions.
954
955 **GICC SPECIAL DISTRICT TAX:**
956
957 Mayor Motley Broom said this starts on digital page 135.
958
959 Mayor Motley Broom asked, any questions?
960

961 There were no questions.

962

963 **CONVENTION CENTER:**

964

965 Councilman Clay said on digital page 144, bond principal. The reason it is not showing
966 is because there is part of the principal that we are deferring; is that correct?

967

968 Director of Finance & Accounting Althea Philord-Bradley said yes, it is.

969

970 Mayor Motley Broom asked, any other questions?

971

972 Councilman Clay said no.

973

974 Councilman Allen said not at all.

975

976 Interim Executive Director of the GICC Denise Cole said thank you.

977

978 **GATEWAY ARENA:**

979

980 Mayor Motley Broom said that starts on page 172.

981

982 Councilman Allen asked, the Gateway expenses for salary, are we considering a full
983 staff?

984

985 Interim Executive Director of the GICC Denise Cole said that is not a full staff. We are
986 anticipating them coming back in January.

987

988 Councilman Allen said okay.

989

990 Mayor Motley Broom asked, any other questions?

991

992 Councilman Clay said no.

993

994 **OTHER CONSIDERATIONS:**

995

996 **TSPLOST**

997

998 Mayor Motley Broom asked, any questions?

999

1000 Councilman Clay said no.

1001

1002 **TAD**

1003

1004 Director of Finance & Accounting Althea Philord-Bradley said this is the same as the
1005 TSPLOST Budget.

1006

1007 Councilman Clay said on digital page 203, line 526590, we have contingency in here.
1008 What is the significance of that?

1009
1010 Director of Finance & Accounting Althea Philord-Bradley said that is mostly
1011 departmental costs.

1012
1013 Councilman Clay said I jumped too far.

1014
1015 Councilman Allen said \$840,000.00.

1016
1017 Mayor Motley Broom said that is digital page 199.

1018
1019 Councilman Clay said on mine it is digital page 203.

1020
1021 Director of Finance & Accounting Althea Philord-Bradley said that is the same bill as the
1022 SPLOST funds. Artie didn't have anything outlined at the time this budget was
1023 presented, so we placed what we believe would be approximate revenue. We can just
1024 move the funds around.

1025
1026 Councilman Clay asked, is this revenue reflective of what we really have access to in the
1027 TAD now?

1028
1029 Director of Finance & Accounting Althea Philord-Bradley said this will be new revenue
1030 coming in.

1031
1032 Councilman Clay said and it takes into account the Fulton County School adjustment that
1033 we had to make.

1034
1035 Director of Finance & Accounting Althea Philord-Bradley said it will.

1036
1037 Councilman Clay asked, when you make that adjustment, will there still be \$340,000.00
1038 in that contingency?

1039
1040 Director of Finance & Accounting Althea Philord-Bradley said yes. Because right now
1041 there is \$848,000.00 in cash. That is not reflected here. And Artie isn't going to spend
1042 \$848,000.00 in the next quarter. So, I'm pretty comfortable with the \$340,000.00
1043 because I will have the 50 percent that we collect this year, about \$56,000.00.

1044
1045 Councilman Clay said good.

1046
1047 Mayor Motley Broom asked, any other questions on the TAD?

1048
1049 There were no other questions on the TAD.

1050
1051 **MULTI DEPARTMENT COSTS**

1052

1053 Mayor Motley Broom asked, any questions there?

1054

1055 There were no questions.

1056

1057 **GOLF COURSE**

1058

1059 Mayor Motley Broom asked, any questions?

1060

1061 Councilman Clay said we have cut back a number of things. Revenue, you may want to
1062 walk through what we have done. You have cut back on a number of things in here I
1063 think; is that correct?

1064

1065 Golf Course Manager Jason Causey said yes. Based on the contractor questions from last
1066 meeting, Mercedes and I met and agreed that the construction of the new greens would
1067 impact play; i.e., green fees and cart fees. So, we decided to take those down roughly 30
1068 percent. I do think that the bucket sales (driving range) would go up because people will
1069 want to utilize that facility for practicing and playing.

1070

1071 Golf Course Manager Jason Causey said the only other thing, the concession and liquor
1072 sales remain the same. But I anticipate a little bit of an uptake based on the new food and
1073 beverage program we are rolling out over there.

1074

1075 Mayor Motley Broom asked Jason, when do you anticipate that happening?

1076

1077 Golf Course Manager Jason Causey said the grill will be lit on Saturday.

1078

1079 Mayor Motley Broom said all right.

1080

1081 Councilman Allen said operation transfers in went up.

1082

1083 Councilman Clay said that was to offset.

1084

1085 Mayor Motley Broom said this actual 2022 Council approved is throwing me off a little
1086 bit.

1087

1088 Councilman Clay said that is just the way they have to run the reports I think at this stage.
1089 We have seen that before Mayor. If we have changes that come in later, when they make
1090 the runs again, the columns shift, and it becomes Mayor & Council approved. It really is
1091 recommended, and then City Manager approved. It's just a fluke in the system.

1092

1093 Mayor Motley Broom said all right. Any other questions?

1094

1095 Councilman Allen asked, under grounds, you went from 120 down to 70. What did you
1096 cut out?

1097

1098 Golf Course Manager Jason Causey said I think that is dealing with Russell Landscaping,
1099 line 525780. City Manager recommended went down from 120 to 70. It is greens and
1100 fairway non-chemical applications that are scheduled throughout the year. That price is
1101 pretty fixed.

1102

1103 Councilman Allen said okay.

1104

1105 Mayor Motley Broom asked, any other questions?

1106

1107 There were no other questions.

1108

1109 Mayor Motley Broom asked, do we have anything else to go over?

1110

1111 Councilman Clay said no, unless we want to go through the detail. But I think we have
1112 effectively done that. They are getting a new mower.

1113

1114 **POLICE DEPARTMENT FOLLOW UP:**

1115

1116 Interim City Manager Mercedes Miller said Interim Police Chief Tom Kuzniacki is on
1117 the line, if you want to ask questions from last night. And after he finishes, I do have a
1118 request.

1119

1120 Mayor Motley Broom asked, any additional questions for Interim Police Chief Tom
1121 Kuzniacki?

1122

1123 Councilman Allen said no.

1124

1125 Councilman Clay said I have one, but I'm not sure if we should have Mr. Hicks on.
1126 There has been some talk about a different storage location for the body cameras and
1127 some of the surveillance footage, and so forth. Do you know if that has legs Chief? Are
1128 we going to be okay with where we are?

1129

1130 Interim Police Chief Tom Kuzniacki said we are looking at one, but I think the price is
1131 going to be ridiculous. Will brought a quote to try to combine everything together, and it
1132 was close to \$840,000.00.

1133

1134 Councilman Clay said the other thing is: We need to make sure that they have the
1135 sufficient certification where they are now. You can talk to Michael Hicks about that.

1136

1137 Interim Police Chief Kuzniacki said on the contractual services, they just exchanged one
1138 company with the other. Now Atlanta Data has taken over the body camera storage.

1139

1140 Councilman Clay said right. It is still basically the same group.

1141

1142 Interim Police Chief Tom Kuzniacki said there was a \$42,000.00 difference between this
1143 year. Part of it is from the Fulton County Radio Subscription, and the other is from the
1144 Record Management System.

1145
1146 Councilman Clay said Fulton County was the fiber line that they put in.
1147

1148 Interim Police Chief Tom Kuzniacki said the Fulton County Radio subscription was
1149 \$27,000.00. I would like to look into that.

1150
1151 Councilman Clay said we went with them because of the other increase. And I hope we
1152 are not seeing, now that we have gone with Fulton County; and now that they have us
1153 captured at this point; that they are not going to hike the price on us.
1154

1155 Interim Police Chief Tom Kuzniacki said exactly. The number for that line is a good one.
1156

1157 Councilman Clay said thank you.

1158
1159 Mayor Motley Broom asked, any other questions for the Chief?

1160
1161 There were no further questions.
1162

1163 **REQUEST FROM INTERIM CITY MANAGER MERCEDES MILLER:**

1164
1165 Interim City Manager Mercedes Miller said I would like to consider a finalized budget
1166 meeting on May 6, 2021 at 6:30 p.m. to discuss the proposal for a mid-year salary
1167 adjustment. I would like to bring back some numbers, once we realize the savings from
1168 our insurance from the HR Department, if everyone is okay with that.
1169

1170 Councilman Clay said I understood the first part. When you say insurance, are you
1171 talking about health insurance?
1172

1173 Interim City Manager Mercedes Miller said yes. It won't take long.
1174

1175 Councilman Clay said I think I can make it on May 6, 2021.
1176

1177 Councilman Taylor said I'm good for the 6th.
1178

1179 Councilman Gay said I think I'm good.
1180

1181 Mayor Motley Broom said if there are any conflicts, let Ms. Miller know that. We will
1182 tentatively set it for May 6, 2021 at 6:30 p.m.
1183

1184 Interim City Manager Mercedes Miller said thank you all very much.
1185

1186 Director of Finance & Accounting Althea Philord-Bradley said I sent everybody the
1187 Moody's contract.

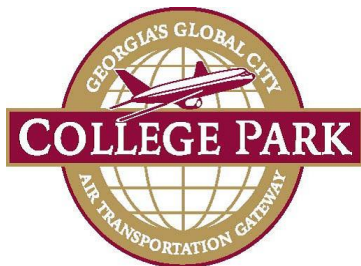
1188 Mayor Motley Broom said we received that.
1189
1190 Councilman Allen said good job Mercedes.
1191
1192 Mayor Motley Broom declared the Budget Session adjourned at 8:24 p.m.
1193
1194
1195
1196
1197
1198
1199
1200
1201

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212 **ATTEST:**

1213
1214
1215
1216 _____
Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8814

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Life Changing Ministries Tent Crusade

PURPOSE: Consideration of and action on a request from the Life Changing Ministries to hold a Gospel Tent Crusade on May 24, 2021 through June 6, 2021 from 8:00 p.m. until 11:00 p.m. on the vacant land next to Phillips Park.

REASON: Special Event Permit request to hold a tent crusade on the vacant BIDA land next to Phillips Park. This is on BIDA property.

RECOMMENDATION: Mayor and City Council's consideration of the Life Changing Ministries request.

BACKGROUND:
Set-up for event May 21-May 23, 2021

COST TO CITY: \$45/hour for College Park Police

BUDGETED ITEM: None.

REVENUE TO CITY: Approximately \$250-\$500 a day for parking. Public Works would charge \$160.21 for sanitation services (includes once a week dumping).

CITY COUNCIL HEARING DATE: May 17, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: College Park Police
College Park Fire Department
Department of Recreation and Cultural Arts
Public Works Department
City Clerk's Office

ATTACHMENTS:

- Life Changing Ministries Special Event Application (PDF)
- Life Changing Ministries Certificate of Insurance (PDF)
- Site Plan - Life Changing Ministries (PDF)

Review:

- Shavala Moore Completed 05/11/2021 10:35 AM
- Rosylne Robinson Completed 05/11/2021 12:19 PM
- Economic Development Completed 05/11/2021 12:47 PM
- Michelle Johnson Pending
- Wade Elmore Pending
- Public Works Pending
- Police Pending
- Mercedes Miller Completed 05/12/2021 2:03 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: PASTOR MICHAEL LONG (LIFE-CHANGING MINISTRIES)

RECEIVED

Event Title: GOSPEL TENT CRUSADE

APR 29 2021

Type of Event: CHURCH

CITY CLERKS OFFICE

Event Organizer's Contact Information:

Mailing Address: 285 BRANDON MILLS CIRCLE Fayetteville Georgia 30214

E-Mail Address:

Contact Number: OR

Designated City Staff Member: ARTIE JONES III / SHAVANA MOORE

Department: CITY CLERK

E-Mail Address: SMOORE@COLLEGEPAKGA.COM

Contact Number: 404-669-3754

Event Information: TENT CRUSADE
Date: May 21-23 SETUP (START DATE MAY 24 thru JUNE 6TH)

Location of the Event: PHILLIPS PARK 4400 Herchel Rd. College Park GA, 30337

Time: Start: 7:30pm End: 11:00pm

Anticipated Attendance: 50 to 150 people

Will the City of College Park incur any expenses? If yes, explain:

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. NO

What responsibilities will the Event Organizer assume? (ALL RESPONSIBILITIES)

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

The Event Organizer is requesting that the City be responsible for providing: NOTHING

What methods of advertising will be used? SOCIAL MEDIA, FLYERS, HANDOUTS, BANNER.

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

City mandated deadlines:

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. *(Will provide)*

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.

*CITY OF COLLEGE PARK
PROPERTY*

Please include any other special needs: *NO OTHER SPECIAL NEEDS*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **6.A.b**
05/04/2021

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A : Evanston Insurance Company		NAIC # 35378
INSURED Life Changing Ministries of the World Michael Long 285 Brandon Mills Circle Fayetteville GA 30214	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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.

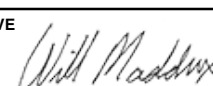
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5472-M2649811	SEE BELOW 12:01 AM	SEE BELOW 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19 for the following dates: 05/21/2021, 05/23/2021, 05/24/2021, 05/25/2021, 05/26/2021, 05/27/2021, 05/28/2021, 05/29/2021, 05/30/2021, 05/31/2021, 06/01/2021, 06/02/2021, 06/03/2021, 06/04/2021, 06/05/2021 & 06/06/2021.

Attendance: 100, Event Type: Church Service.

CERTIFICATE HOLDER CANCELLATION

Michael Long Life Changing Ministries of the World 4400 hershel road College Park GA 30337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



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):

Michael Long
Life Changing Ministries of the World
4400 hershel road
College Park, GA 30337

- 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:

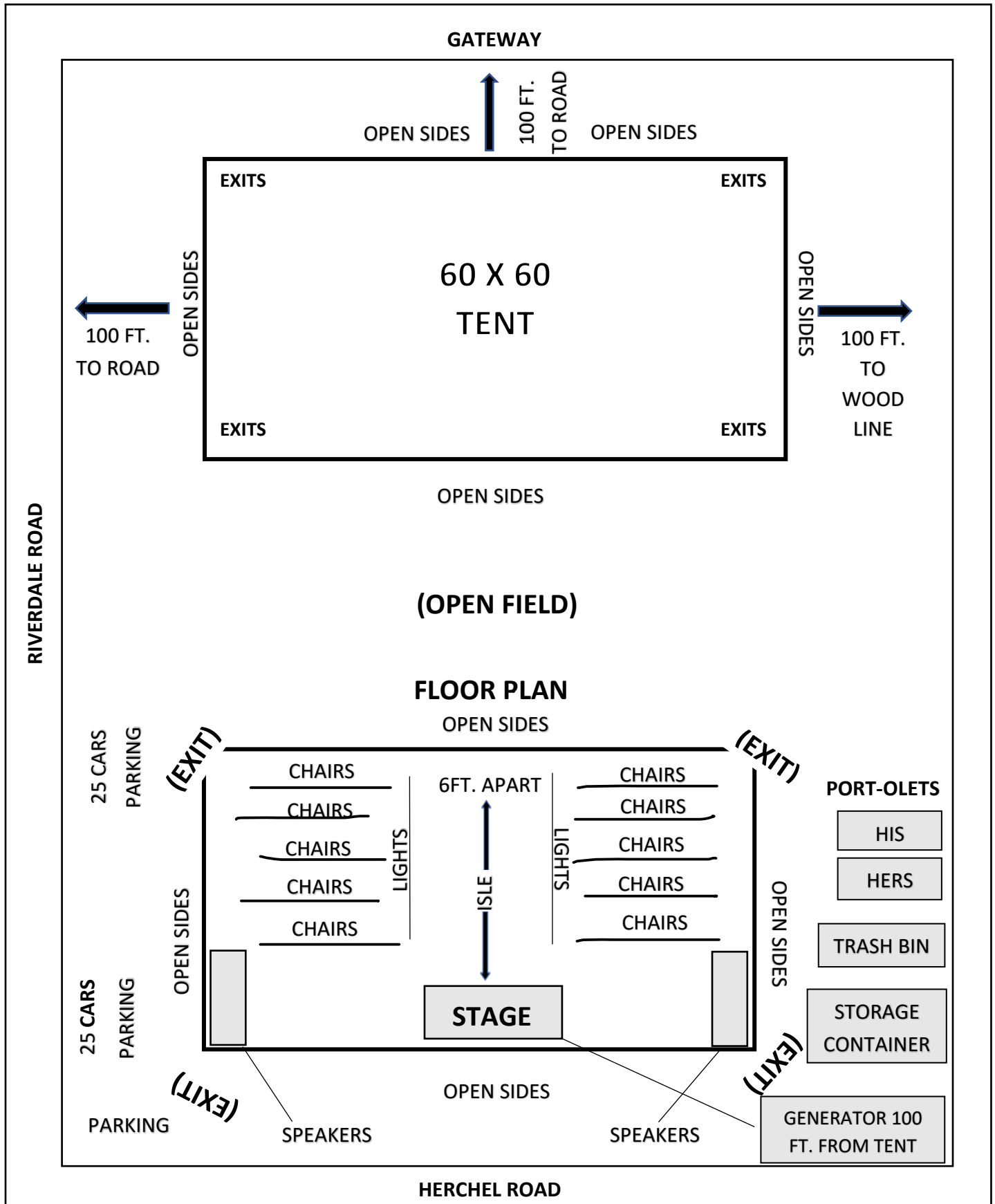
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

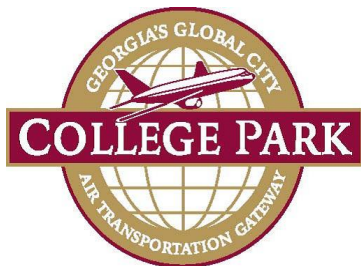
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

LIFE CHANGING CHURCH
SITE PLAN FOR GOSPEL CRUSADE
MAY 24TH - JUNE 6TH, 2021



WE ARE A NEW MINISTRY IN ATLANTA, AND IT'LL BE 25 TO 50 CARS



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8813

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Aye Tea Elle Ribbon Cutting/Juneteenth Outdoor Family Event

PURPOSE: Consideration of and action on a request from Aye Tea Elle to hold a Outdoor Family Juneteenth event on June 19, 2021 from 1:00 p.m. until 4:30 p.m. at 3749 College Street.

REASON: Road closures at Harvard Ave/College Street and College/Columbia Street; and (2) food trucks at the event.

RECOMMENDATION: Mayor and City Council consideration of Aye Tea Elle's request.

BACKGROUND: Setup will include sanitizing stations, (2-4) food trucks, stage, music, generator, 10x10 tents, and (2) porta potty's. Police requested but not required.

COST TO CITY: None.

BUDGETED ITEM: None.

REVENUE TO CITY: Event organizer will use City sanitation/trash services: (1) 6 yard container = \$160.21 (includes delivery and pick-up fee)

CITY COUNCIL HEARING DATE: May 17, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: College Park Police
College Park Fire Department
Power Department
Public Works Department
City Clerk's Office

ATTACHMENTS:

- Aye Tea Elle Special Event Application (PDF)
- Site Plan - Aye Tea Elle (PDF)

Review:

- Shavala Moore Completed 05/12/2021 11:54 AM
- Rosyline Robinson Completed 05/12/2021 12:02 PM
- Wade Elmore Pending
- Public Works Pending
- Hugh Richardson Pending
- Police Pending
- Mercedes Miller Completed 05/12/2021 2:02 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name:

JOVAN DAIS / CHRISTAL JORDAN

Event Title :

JUNETEENTH/AYE TEA ELLE RIBBON CUTTING

Type of Event:

OUTDOOR FAMILY EVENT DURING THE DAY TIME

Event Organizer's Contact Information: Jovan Dais

Mailing Address: 3749 College St College Park, GA 30337

E-Mail Address:

Contact Number:

Designated City Staff Member: Shavala Moore

Department: City Clerk

E-Mail Address: smoore@collegeparkga.com

Contact Number: 404-669-3754

Event Information:

Date: 6/19/21

Location of the Event: 3749 College St (the street in front)

Time: Start:1pm End:430

Anticipated Attendance: 75-100

Will the City of College Park incur any expenses? If yes, explain:

Not that I know of

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

Yes we would like Police,

What responsibilities will the Event Organizer assume?

Setting up the event, including production, stage setup and breakdown, 2 food trucks, small vendors for the children, which will include cotton candy machine, snow cones, face painting, etc..

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

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Aye Tea Elle.

The Event Organizer is requesting that the City be responsible for providing:

What methods of advertising will be used? Social Media, digital advertising..

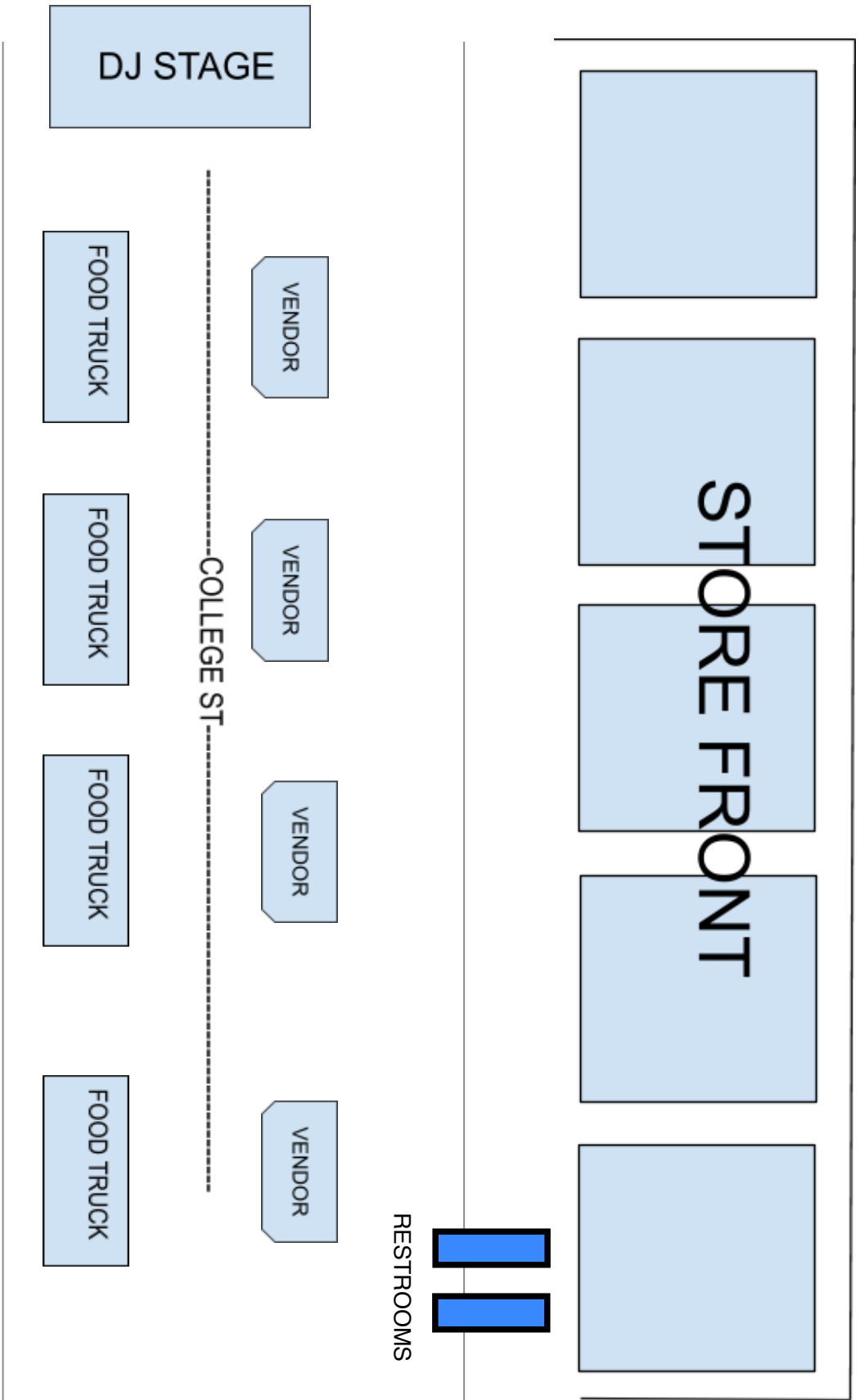
City mandated deadlines:

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

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

Please include any other special needs:

We are asking if it is possible to shut down the street in front of our building for a few hours for an outdoor event, at night we would like to do a grand opening and host our 1st dinner for the city employees and our contractors.





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8848

DATE: May 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Dwight L. Baker, Director of Human Resources & Risk Management

RE: COVID-19 Update

PURPOSE: To present to Mayor and Council the total number of employees with COVID-19 confirmed positive test results and the total number of employees who have been exposed to a confirmed case of COVID-19.

REASON: In the interest of maintaining a safe and healthy workplace, the City requires persons with Contagious Symptoms and/or a Contagious Condition not to report to work and/or send employees with Contagious Symptoms and/or a Contagious Condition home.

RECOMMENDATION: For informational purposes only. The attached document is a breakdown of COVID-19 cases amongst City employees as of May 11, 2021. Please see the attached document for additional information.

BACKGROUND: COVID-19 is caused by a coronavirus called SARS-CoV-2. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more severe complications from COVID-19 illness.

YEARS OF SERVICE: Not Applicable

COST TO CITY: Not Applicable

BUDGETED ITEM: Not Applicable

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: All City Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable

STAFF: All City Departments

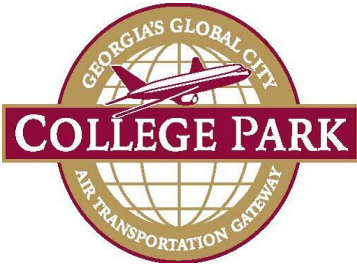
ATTACHMENTS:

- COLLEGE PARK COVID 5.11.2021 (PDF)

Review:

- Dwight L. Baker Completed 05/11/2021 10:17 AM
- Rosyline Robinson Completed 05/11/2021 12:18 PM
- Mercedes Miller Completed 05/12/2021 10:55 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

COLLEGE PARK COVID-19 PANDEMIC as of 5.11.2021
CONFIRMED POSITIVES - 1
PUBLIC WORKS - 1
EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0
POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 1
CARING FOR LOVED ONE - 0
CURRENTLY HOSPITALIZED - 0
TOTAL CASES - 1
RECOVERED/RETURNED TO WORK - 87



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8830

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: As of May 11, 2021, the City has collected 95% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: May 17, 2021

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 05062021 (PDF)
- Top Ten Delinq Property Tax Accounts 05062021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 05/11/2021 4:16 PM
- Rosyline Robinson Completed 05/12/2021 10:12 AM
- Mercedes Miller Completed 05/12/2021 10:55 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

**City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of May 6, 2021**

<u>Lien</u>	<u>Taxpayer Name</u>	<u>Property Address</u>	<u>Business Name If Known</u>	<u>Amount</u>	<u>District - Tax Type</u>	<u>Additional Comments</u>	<u>Tax Years</u>
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 120,908.31	Fulton - Real & Personal	2/10/21 Received Official Bankruptcy filing claim. 5/3/21 Reaching out to Debtor in Possession to get payment/release of payment status	2020
Y	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 88,789.24	Clayton - Real & Personal	5/6/21 Spoke to GM today. Owner to decide on 4 payments of \$22.5K or 3 payments of \$30K to payoff in August.	2020
	Bell South Telecom	College Park Various		\$ 77,411.05	Fulton - Public Utilities	Due date was May 4th. I'll research a contact to confirm release of payment. Account is never a problem.	2020
Y	ExpressJet	0 Candler Way		\$ 70,759.20	Fulton - Real	Uncollectible - County Assessor reclassified property to Exempt status. Owner seeking refund on paid taxes 2017-2019 (\$225K). Statute 6.3.25 allows for the taxation on Improvements - pursuing Legal's opinion	2020
Y	KSG Georgia LLC	4820 Massachussetts	LaQuinta Inn & Suites	\$ 58,439.16	Clayton - Real & Personal	5/6/21 Speaking to Property Owner today - He refinanced and has a new lender. Seeking to have delinquency cleared up shortly. I'll advise after I know more	2020
Y	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 52,366.02	Fulton - Real	5/3/21 Reached out to Ownership for payment of balance. Last Payment 4/1/21 Fedex \$50K posted. Appeal Valuation settled - waiting on new values from County to re-calculate balance. Change is minor	2020
Y	ATA Investments	5271 W Fayetteville Rd	Westcove	\$ 37,999.97	Clayton - Real	5/6/21 Reached out again for a final payment information - being told before end of May	2019-2020
Y	MNSS Investments	5021 Old National Hwy	Best American Inn	\$ 7,955.06	Fulton - Real & Personal	Remaining balance - Owner paying 5/4/21 - did not happen. I reached out again to find out when he's coming in. I think next week.	2020
Y	Alterman Alan E ET AL	2250 Camp Creek Pkwy	RaceTrac	\$ 23,452.37	Fulton - Real	5/5/21 Spoke with company representatives today, they confirmed amounts due. Again, payment being expedited for release.	2020
Y	Logisticare Solutions	1640 Phoenix Blvd		\$ 11,833.55	Clayton - Personal	Logisticare now known as Modivcare Solutions - found a telephone # - will be call and reaching out to former contact for payment.	2020

\$ 549,913.93

Represents Lien filed against account.

Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,905.78	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		9,236.58	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,942.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,860.69	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,097.08	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of May 6, 2021

<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>
Hare Krishna Airport Hotel	1888 Sullivan Rd	Comfort Inn Atlanta Airport	\$ 16,169.37	Clayton - Personal (Special District	5/4/21 Made contact with Accounting Mgr and President of Global Management Group. Provided detailed explanations of the supplemental Business Personal Property Taxes for 2019. They have not responded yet.	2019
Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 2,062.92	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - ownership confirmed /working account. Can't seem to have any confirmed contact - numerous companies	2018-2020



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8831

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Top 10 Delinquent Customers

PURPOSE: To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

REASON: To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

RECOMMENDATION: To deliver information to Mayor/Council by Customer Service team.

BACKGROUND: Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: May 17, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- CC 05-10-21 (DOCX)
- CF 05-10-21 Redacted (DOCX)
- RC 05-10-21 Redacted (DOCX)
- RF 05-10-21 Redacted (DOCX)
- Top Ten 05-10-2021 - redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 05/11/2021 5:01 PM
- Rosyline Robinson Completed 05/12/2021 10:15 AM
- Mercedes Miller Completed 05/12/2021 10:56 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

City of College Park

A / R A G I N G

05/10/2021 08:07:50

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 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

A / R A G I N G

05/10/2021 08:00:33

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 15				1273.52	773.52	5434.92	0.00	7481.96	04/29/2021	773.52 O
				268.81	140.64	1141.08	0.00	1550.53		
				892.54	468.80	3768.60	0.00	5129.94		
				2170.10	1670.10	3445.68	6567.89	13853.77	04/23/2021	1670.10
				1367.28	867.28	10422.36	0.00	12656.92		O
5 Subtotals for Cycle 015				5972.25	3920.34	24212.64	6567.89	40673.12		
Cycle: 21				34.00	34.00	34.00	1044.10	1146.10	05/03/2021	50.00 O
				372.66	372.66	372.66	0.00	1117.98	04/15/2021	372.66 T
2 Subtotals for Cycle 021				406.66	406.66	406.66	1044.10	2264.08		
7 Grand Totals				6378.91	4327.00	24619.30	7611.99	42937.20		

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CF' AND end_date IS NULL)

City of College Park

A / R A G I N G

05/10/2021 08:06:10

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 15				278.45	406.45	348.18	0.00	1033.08	04/19/2021	400.00 T
1 Subtotals for Cycle 015				278.45	406.45	348.18	0.00	1033.08		
1 Grand Totals				278.45	406.45	348.18	0.00	1033.08		

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
 (category = 'RC' AND end_date IS NULL)

City of College Park

A / R A G I N G

05/10/2021 08:02:19

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
=====											
Cycle:	1										
				316.77	573.25	586.95	0.00	1476.97	04/21/2021	1000.00	T
				392.69	222.89	238.09	150.89	1004.56	04/02/2021	325.22	
				525.88	276.04	303.45	441.28	1546.65	04/30/2021	500.00	
				210.61	214.77	224.07	648.19	1297.64	02/23/2021	150.00	T
4 Subtotals for Cycle 001				1445.95	1286.95	1352.56	1240.36	5325.82			

Cycle:	8										
				228.55	182.68	185.21	2022.30	2618.74	09/16/2020	100.00	
				664.32	1503.97	4.54	0.00	2172.83	05/04/2021	350.00	O
				557.18	510.12	20.85	0.00	1088.15	04/26/2021	311.58	T
				495.80	464.96	404.14	358.93	1723.83	04/15/2021	130.00	T
				192.14	448.99	450.12	396.83	1488.08	02/04/2021	398.00	T
				247.92	116.80	339.37	567.35	1271.44	03/22/2021	473.52	T
				1226.75	186.78	25.00	0.00	1438.53	04/26/2021	249.00	T
				148.44	447.61	460.02	335.96	1392.03	01/27/2021	400.00	T
				420.94	238.99	243.26	581.93	1485.12	03/16/2021	400.00	O
				213.22	340.24	316.17	165.36	1034.99	02/26/2021	200.00	T
				414.73	351.49	346.55	1259.22	2371.99	04/08/2021	400.00	
				258.91	239.02	210.79	616.81	1325.53	05/04/2021	250.00	T
				308.02	180.01	186.29	505.62	1179.94	04/07/2021	250.00	T
				358.37	256.97	312.03	458.60	1385.97	03/11/2021	300.00	O
				1033.49	321.30	352.46	3100.22	4807.47	04/26/2021		
15 Subtotals for Cycle 008				6768.78	5789.93	3856.80	10369.13	26784.64			

Cycle:	15										
				342.34	244.86	283.38	308.10	1178.68	04/19/2021		
				118.71	351.42	454.36	234.58	1159.07	04/26/2021		
				87.37	132.73	193.45	588.24	1001.79	11/04/2020		
3 Subtotals for Cycle 015				548.42	729.01	931.19	1130.92	3339.54			

City of College Park

A / R A G I N G

05/10/2021 08:02:53

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
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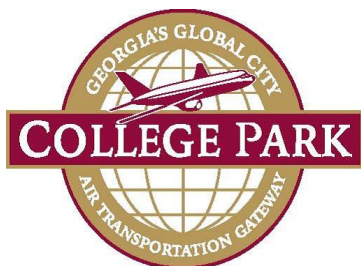
22 Grand Totals				8763.15	7805.89	6140.55	12740.41	35450.00		
------------------------	--	--	--	----------------	----------------	----------------	-----------------	-----------------	--	--

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											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
5/10/2021											
Prepared By Kimberli Johnson											
Business											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$0.00	\$13,853.77	\$13,853.77	Yes	90days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$12,656.92	\$12,656.92	Yes	60 days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$7,481.96	\$7,481.96	Yes	60days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$5,129.94	\$5,129.94	Yes	60days	Account is Active newly established Stormwater account.
n/a	No	No			\$0.00	\$0.00	\$1,550.53	\$1,550.53	Yes	60days	Account is Active newly established Stormwater account.
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
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			\$2,768.67	\$1,508.91	\$267.87	\$4,545.45	Yes	90 days	Account is Active a reminder letter was sent on 04-19-21. Customer was removed from budget billing due to non pymt. Pending pymt \$1500.00 04-26-21
No	No	No			\$1,069.15	\$1,237.95	\$198.54	\$2,505.64	No	90 days	Electric is disconnected no reminder letter has been sent. Last pymt \$100.00 09-16-2020. Customer is a Senior.
No	no	No			\$2,190.29	\$0.00	\$0.00	\$2,190.29	Yes	90 days	Account is Active a reminder letter was sent on 04-19-21. Customer made a pymt for \$400.00 on 04-08-21 customer is a Senior.
No	No	No			\$20.50	\$1,868.89	\$110.30	\$1,999.69	Yes	90 days	Account is Active a reminder letter was sent on 04-19-21. Last pymt of \$350.00 was made on 05-04-21.
TOTALS					\$6,048.61	\$4,615.75	\$41,249.83	\$51,914.19			
		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								



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8829

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: College Park Utility Assistant Grant Program Update

As of May 10, 2021 the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant
(Includes Phase 1 & Phase 2)

Total Amount of the Utility Assistance Grant Awarded To-Date: \$216,039.72

- **Total number of overall Phase 1 & Phase 2 Approvals to Date:** 207
- **Total number of overall Denied Applications to Date:** 229
- **Total number of Applications received including Customer Service Referrals as of May 10, 2021:** 459

II. Customer Service Referred Applicants

Since January 14, 2021, 55 customer service referred applicants have applied for the Utility Assistance Grant and received a 2-week temporary reconnection of services while their application was being processed. This program will continue through Phase two of the application process.

Of the 55 participants assisted:

- 22 customers were existing applicants
- 33 were new applicants
- 44 applicants have been approved to date, 8 are Pending, 8 did not meet eligibility requirements.

III. College Park CARES Utility Assistance Grant Phase II

The application process was reopened for Phase II as of April 9, 2021 and closes on May 21, 2021.

Total Number of Phase II New Applications:	24
Total Number of Phase II Approvals:	n/a
Total Number of Phase II Denials:	n/a
Total Number of Phase II Renewals:	n/a

Note: All applicant files are currently pending upcoming appointments for required verification document submission.

I. Guidelines Procedure to Apply for Phase II College Park CARES Utility Assistance Grant

Key Note: In an effort to stay in compliance and avoid duplicity infractions, utility customers who have already received the utility assistance grant or have already been denied cannot re-apply, as this is a one-time award for Fulton County residents.

During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have incurred a job or income loss due to COVID-19, will complete application and verification document submission by in-person appointments only. This will allow us to expedite the review process while providing on-site support to applicants as they fill out their documents.

Step one: The customer must complete a **Utility Assistance Grant Customer Contact Form** available on the information table in Customer Service lobby and submit it to the Receptionist desk.

Step two: Applicant will be contacted by grant coordinator or grant administrator via phone and email to be provided an appointment to come to City Hall to fill out an application and bring all required documents.

Applicants are still required to submit the same verification documents as with the phase one process:

- Recent Utility Bill
- Recent Bank Statement
- Income Verification Documents
- State of Georgia Identification with an address that is identical to the billing address on the utility account.
- Self-Certification of Income
- Third Party Authorization and Waiver of Confidentiality

ATTACHMENTS:

- Grant Progress Memo May 10, 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 05/12/2021 10:25 AM
- Rosyline Robinson Completed 05/12/2021 10:32 AM
- Jackson Myers Completed 05/12/2021 10:45 AM
- Mercedes Miller Completed 05/12/2021 10:54 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

May 10, 2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

From: Donnea N. Anderson, Grant Administrator, College Park CARES Utility Assistance

RE: College Park CARES Utility Assistance Grant Progress Status as of 5/10/21

As of May10,2021 the progress status of Phase one of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant
(Includes Phase 1 & Phase 2)

Total Amount of the Utility Assistance Grant Awarded To-Date:	\$216,039.72
--	---------------------

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 207
- **Total Number Overall Denied Applications to-date:** 229
- **Total Number of Applications Received including Customer Service Referrals as of May 10,2021:** 459

II. Customer Service Referred Applicants

Since January 14, 2021, 55 customer service referred applicants have to applied for the Utility Assistance Grant and received a 2-week temporary reconnection of services while their application was being processed. This program will continue through Phase two of the application process.

Of the 55 participants assisted:

- 22 customers were existing applicants
- 33 were new applicants
- 44 applicants have been approved to date; 0 are Pending; 8 did not meet eligibility requirements.

III. College Park CARES Utility Assistance Grant- Phase II

The application process was reopened for Phase II as of April 9 , 2021 and closes on May 21, 2021.

Total Number of Phase II New Applications:	24
Total Number of Phase II Approved:	n/a
Total Number of Phase II Denied:	n/a
Total Number of Phase II Pending:	n/a

Note: All applicant files are currently pending upcoming appointments for required verification document submission.

IV. Guidelines & Procedure to Apply for Phase II College Park CARES Utility Assistance Grant

Please Note: In an effort to stay in compliance and avoid duplicity infractions, utility customers who have already received the utility assistance grant or have already been denied cannot re-apply, as this is a one-time award for Fulton County residents .

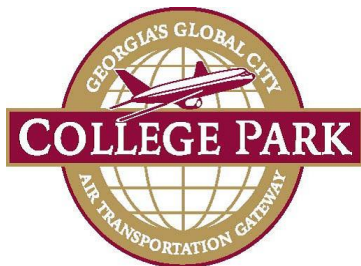
During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have incurred a job or income loss due to COVID-19, will complete application and verification document submission by in-person appointments only. This will allow us to expedite the review process while providing on-site support to applicants as they fill out their documents.

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Step two: Applicant will be contacted by grant coordinator or grant administrator via phone and email to be provided an appointment to come to City Hall to fill out an application and bring all required documents.

Applicants are still required to submit the same verification documents as with the Phase one process:

- Recent Utility Bill
- Recent Bank Statement
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- State of Georgia Identification with an address that is identical to the billing address on the utility account .
- Self-Certification of Income
- Third Party Authorization and Waiver of Confidentiality



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8838

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: First Public Hearing Fiscal Year 2021-2022 Budget

PURPOSE: To receive public comments on the proposed fiscal year 2021-2022 budget.

REASON: Pursuant of Georgia Code, Section 36-815(e), the local government shall publish in a newspaper of general circulation in the local unit a statement advising the residents of the availability of the budget and also give notice of the time and place of the budget meeting (public hearing). The notice may be a displayed advertisement or news article, not displayed in the legal notices section of the paper, and shall be published at least one (1) week before the budget hearing. Said notice and statement appeared in the South Fulton Neighbor on May 5, 2021, May 12th, 2021 and will run on May 19th, 2021, & May 26th, 2021 to properly advise the residents that the public hearings will be held on Monday, May 17, 2021 and Monday, June 7, 2021 at 7:30 p.m.

RECOMMENDATION: After hearing public comments the City Manager requests that the Mayor and Council consider taking action on the fiscal year 2021-2022 Council Approved Budget.

BACKGROUND: Budget workshop sessions were held on March 29, 2021; April 1, 2021; April 12, 2021; April 14, 2021 & April 15, 2021 to review each departmental budget. There was a special called budget meeting held on May 6, 2021, to discuss salary considerations. The Mayor and Council proposed for fiscal year 2021-2022 budget for the General Fund is \$32,473,296 and \$110,112,182 for all Enterprise and other funds respectively.

COST TO THE CITY: \$132,585,478

BUDGETED ITEM: Based on Mayor and Council action.

REVENUE TO CITY: \$132,585,478

CITY COUNCIL HEARING DATE: May 17th, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: All City departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Mercedes Miller, Interim City Manager
Althea Philord-Bradley, Department of Finance & Accounting

ATTACHMENTS:

- Budget Resolution NO.2021-11 (PDF)

Review:

- Althea Philord-Bradley Completed 05/11/2021 4:35 PM
- Rosylene Robinson Completed 05/12/2021 9:22 AM
- Mercedes Miller Completed 05/12/2021 10:56 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF COLLEGE PARK

4
5 RESOLUTION NO. 2021-11
6

7 A RESOLUTION ADOPTING THE CITY OF COLLEGE PARK FISCAL YEAR 2021-
8 2022 FINAL BUDGET AND SEVERAL ITEMS OF REVENUE ANTICIPATIONS,
9 APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS EXPENDITURES,
10 PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL
11 FUNDING AVAILABLE AND FOR OTHER LAWFUL PURPOSES.
12

13 WHEREAS, the City of College Park (“City”) is a municipal corporation duly organized
14 and existing under the laws of the State of Georgia;

15 WHEREAS, the Mayor and Council (“City Council”) is the duly elected governing
16 authority of the City;

17 WHEREAS, sound governmental operations require a budget to plan the financing of
18 services for City residents;

19 WHEREAS, O.C.G.A. § 36-81-1 requires a balanced budget for the City’s fiscal year,
20 which runs each year from July 1st to June 30th;

21 WHEREAS, the Mayor and City Council has reviewed the budget as submitted by the
22 City Manager;

23 WHEREAS, the City Council wishes by this Resolution to adopt its Fiscal Year 2021-
24 2022 annual budget; and

25 WHEREAS, this Resolution will benefit the health and general welfare of the City, its
26 citizens and public.

27 NOW, THEREFORE, THE COUNCIL OF THE CITY OF COLLEGE PARK
28 HEREBY RESOLVES:

29 Section 1:

- 30 a. **Adoption of Budget.** That the Final Fiscal Year 2021-2022 Budget, attached hereto and
 31 incorporated herein as a part of this Resolution, is hereby adopted as the final budget for the
 32 City of College Park, Georgia for the Fiscal Year 2021-2022, which begins July 1, 2021 and
 33 ends June 30, 2022. A summary of the said budget is as follows:
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**City of College Park
 Budget for Fiscal Year 2021-2022**

<u>Revenue:</u>	<u>Proposed Budget</u>
General Fund	\$ 32,473,296
Confiscated Drugs	10,000
State Drugs	121,400
E911	952,379
GICC Special District	410,050
Hospitality	11,242,732
TAD-Tax Allocation District	340,290
Car Rental	3,571,538
SPLOST	249,060
TSPLOST	2,268,247
Water and Sewer	9,038,468
Electric	39,507,401
Golf Course	492,363
Sanitation	3,204,400
FAA	3,306,000
BIDA	8,462,044
Convention Center	9,744,264
Gateway Arena	6,248,634
Storm Water	942,912
Total Revenues	\$ 132,585,478

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<u>Expenses:</u>	<u>Proposed Budget</u>
General Fund	\$ 32,473,296
Confiscated Drugs	10,000
State Drugs	121,400
E911	952,379
GICC Special District	410,050
Hospitality	11,242,732
TAD-Tax Allocation District	340,290
Car Rental	3,571,538
SPLOST	249,060
TSPLOST	2,268,247
Water and Sewer	9,038,468
Electric	39,507,401
Golf Course	492,363
Sanitation	3,204,400
FAA	3,306,000
BIDA	8,462,044
Convention Center	9,744,264
Gateway Arena	6,248,634
Storm Water	942,912
Total Expenses	\$ 132,585,478

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b. Appropriation. That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Final Fiscal Year 2021-2022 Budget are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.

c. Legal Level of Control. That the “legal level of control” as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to another within a department, but under no

52 circumstances may expenditures or expenses exceed the amount appropriated for a department
53 without a further budget amendment approved by the City Council.

54 *****

55 **Section 2.** It is hereby declared to be the intention of the City Council that:

56 (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are, or were,
57 upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

58 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
59 clause or phrase of this Resolution is severable from every other section, paragraph, sentence,
60 clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this
61 Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of
62 this Resolution.

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

69 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
70 expressly repealed.

71 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
72 provided otherwise by the City Charter or state and/or federal law.

73 **SO RESOLVED,** this ____ day of _____, 2021.

74
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76 _____
77 Bianca Motley Broom, Mayor

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ATTEST

Shavala Moore, Acting 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: 8749

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing to Consider a Conditional Use Permit at 1930 Harvard

PURPOSE: Public Hearing to Consider a Conditional Use Permit at 1930 Harvard.

REASON: Public Hearing to Consider a Conditional Use Permit at 1930 Harvard

RECOMMENDATION: The City Planner recommends consideration of the submitted application based on Mayor and Council's desire for this type of construction.

BACKGROUND: The applicant is proposing to use containers to construct buildings in the rear of the property at 1930 Harvard Ave in order to expand the use of a co-working space. This type of construction is not specified in the code and as a result, a Conditional Use Permit was required.

CITY COUNCIL HEARING DATE: May 17, 2021

STAFF: Michelle Alexander, City Planner.

ATTACHMENTS:

- 1930HarvardSitePlans_Renderings (PDF)
- Revival Expansion Proposal-4 (1) (PDF)
- 1930HarvardAve_StaffReport5.17.21MCC (DOCX)
- 1930 Harvard Avenue CUP Ordinance (DOCX)

Review:

- Michelle Alexander Completed 05/07/2021 11:37 AM
- Rosyline Robinson Completed 05/07/2021 3:58 PM

- City Attorney's Office Completed 05/12/2021 2:14 PM
- Police Pending
- Inspections Pending
- Mercedes Miller Completed 05/12/2021 2:02 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

ARCHITECT
Atelier 7 LLC
2491 Milk Jr. Dr., Suite D100
Atlanta, Georgia 30311
(404) 983-8060
info@atelier7llc.com

CONSULTANT
Name
Address
Phone

CONSULTANT
Name
Address
Phone

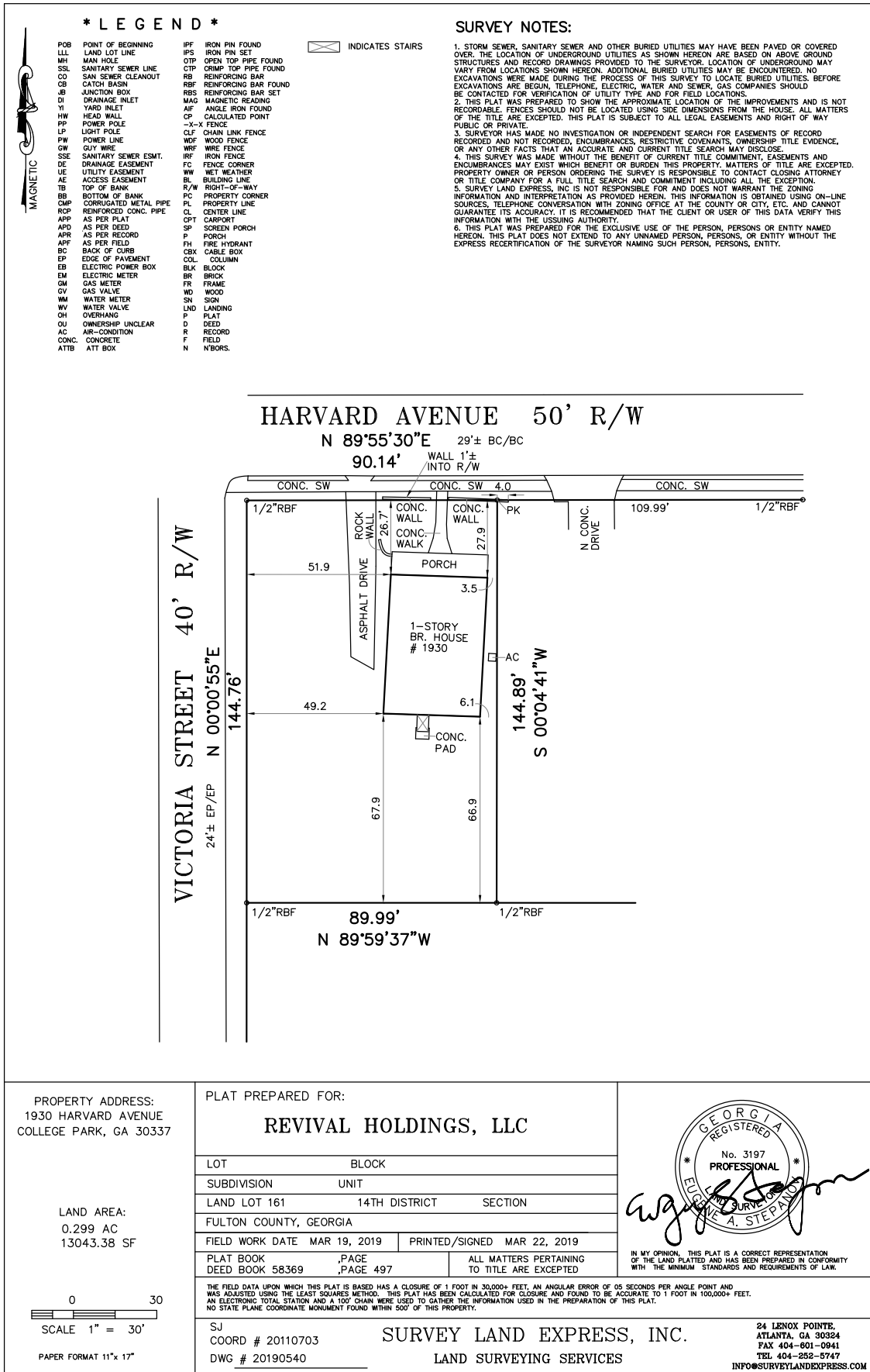
FABRICATOR
BMarko Structures
535 Hurricane Shoals Ct
Suite 200
Decatur GA, 30019
(678) 666-4776
matt.mcconnell@bmarko.com

CONSULTANT
Name
Address
Phone

CONSULTANT
Name
Address
Phone

the RENEWAL

Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1

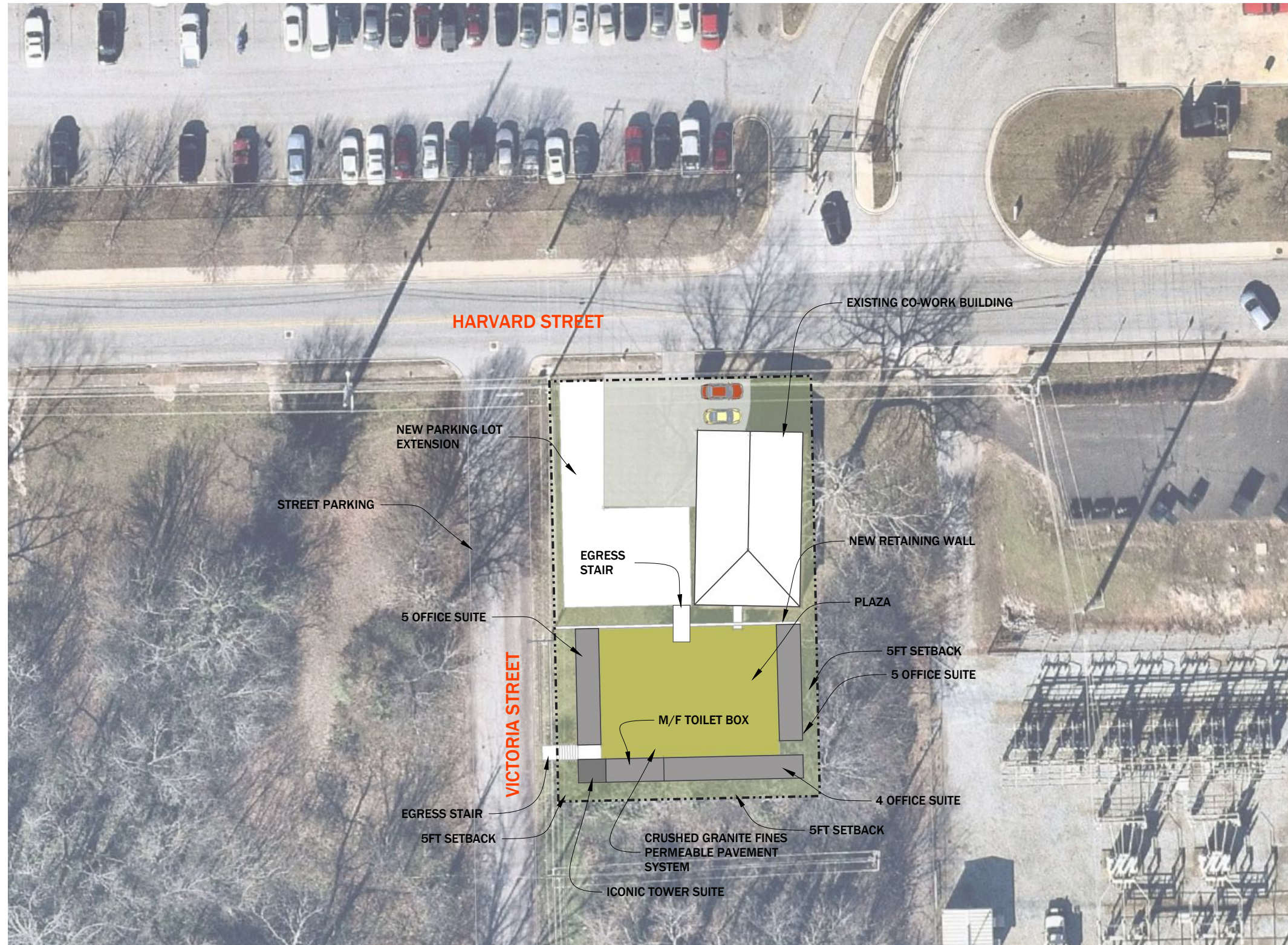




1 **SITE PLAN**
 Scale: 1:40

ZONING DATA

ZONING:	TOD DISTRICT
SIDE YARD SETBACK:	5
FRONT YARD:	15
EXISTING BUILDING:	1,800 GSF
SITE:	13, 043 GSF
ADDITION:	1,264 GSF
TOTAL BUILDING:	3,064
LOT COVERAGE:	23%



1 **PROPOSED PLAN**
Scale: 1:40



AERIAL



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



SITE



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: RL



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



A12

Submission: CONDITIONAL USE PERMIT SUBMITTAL :: Created: February 26, 2021 :: Revised: YMMDD :: Revision #: R1



REVIVAL COWORKING

7.B.b

STEEL & GLASS
COLLABORATIVE WORK
SPACE

PROJECT
REVIVE COWORKING

ARE YOU READY?

Packet Pg. 125

ABOUT THE PROPOSAL



We plan on growing our business by housing its addition in an innovative set of steel and glass structures.

This new office space will be built on our existing property as a set of separate outbuildings and an extension of our current facility.

At Revival Coworking we provide flexible coworking memberships, functional & collaborative offices, meeting spaces, desks, and open spaces for teams to work productively and grow.

We believe great achievers require space for collecting their thoughts - so we have engineered a space where progressives can thrive and be successful, sovereign soil for like-minded professionals

“
**INNOVA
TION
MEETS
SUSTAIN
ABILITY**
”

Modular Construction Is the Fastest Way to Build a New Office



For a business, sustainability encompasses not just protecting the environment but also making wise decisions that position your organization for long-term success. It's difficult to find solutions that strike a balance between cost-effectiveness, eco-friendliness, operational efficiency, and aesthetic distinction.

Modular office buildings have one of the fastest turnaround times in the business. Each component is delivered to the job site with most of the important work — such as installing the walls, flooring, plumbing, and electrical connections — already completed. This reduces the amount of time it takes for our shipping container office to open up for business, and it keeps the cost of labor during installation low.

Once the job is done, we will have an attractive, highly functional space that's been designed from the ground up to provide years of reliable use.

ECO-FRIENDLY & COST-EFFECTIVE

In all of these measures, there is a clear benefit to growing your business by housing it in a **shipping container office**. This forward-thinking choice represents the best of sustainable ideals.

ENVIRONMENTALLY FRIENDLY CHOICE

Shipping container office buildings are good for the environment in a number of ways. They encourage the creative repurposing and re-use of building materials and keep perfectly good steel out of landfills. They reduce the manufacture of harmful chemicals often present in new construction. They give you the option of adding energy-saving components, such as an energy-efficient door, high-efficiency windows, insulation, and solar panels without an expensive retrofitting process. On a month-to-month basis, this translates to ongoing savings on utility bills.

DECREASED CONSTRUCTION TIME

By far, the biggest benefit of going modular with a shipping container office is the lower price point at which they are available for purchase. Shipping container offices are considerably less expensive than traditionally constructed buildings, due largely to reduced labor and material costs in their manufacture.

EXPANDIBILITY

Built to stand the test of time, shipping container office buildings are meant to grow with our business. The modular construction process makes it easy to add an additional building, an extension to an existing building, or even a second story.

A BOLD DESIGN CHOICE

We will attract new customers and win praise from returning clients by choosing a shipping container to house our addition in. We expect that our customers will appreciate our commitment to selecting an eco-friendly material and be wowed by the unique aesthetics of your new office.

MODULAR EVOLUTION FEATURES STYLE, SPECIALTY

Another advantage of modular construction is its versatile style. In fact, some people can't distinguish modular-architecture buildings or developments from the stick-built ones. From modern-looking offices and apartment buildings to schools and health care facilities, modular buildings manage to do a difficult balancing act. They blend in well with the surroundings but stand out in style, specialty and adaptability.



Rendering's

REVIVAL COWORKING

2021



Rendering's

REVIVAL COWORKING

20 21



Rendering's

REVIVAL COWORKING

2021



Rendering's

REVIVAL COWORKING

2021



Rendering's

REVIVAL COWORKING

20 21





Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: April 26th, 2021
Council Meeting (Request date): May 3rd, 2021
Council Meeting Public Hearing: May 17th, 2021

Applicant: Revival Co-working
1930 Harvard Ave
College Park, GA 30337

Subject Property: 1930 Harvard Ave, College Park, GA 30337

Parcels: 14016100060380

Request: Application for a Conditional Use Permit to expand the business using container type buildings at 1930 Harvard Ave, College Park, GA 30337.

Current Land Use: Co-working Space **Future Land Use Plan:** Walkable Commercial

Surrounding Zonings:

	Current Zoning	Current Land Use
North	TOD – Transit Oriented District	Fire Department Across Harvard
East	TOD – Transit Oriented District	Vacant Land (Municipal Electric Authority)
South	TOD – Transit Oriented District	Vacant Land (Municipal Electric Authority)
West	PD – Planned Development	Vacant Land (Six West)

Background: The proposed use of container style buildings is not addressed in the code in any district in the City of College Park. As a result, the proposed plans are required to receive a Conditional Use Permit approval. Because the policy remains to be determined by Council directive, staff will limit the application review to a finding of fact, without recommendation. The following report presents the findings of the presented application. The applicant has provided renderings and site plans to show the proposed construction. The site plan meets all other requirements of the TOD zoning district.

The subject property has been being used as a co-working space and has been extremely successful. The applicant informed staff that they are currently at capacity, which sparked the idea for this proposal. The applicant is proposing to expand the use of the property behind the main structure using container style buildings that would



create a courtyard between the structures. A similar project was completed in the City of Atlanta near the Hamilton E. Holmes MARTA Station. Photos of that project are attached for reference.

Findings: After review of the submitted materials, staff found that the proposed use of a co-working space on the property is permitted in the TOD zoning district and encouraged as part of the Walkable Commercial Future Land Use Designation for the area. The submitted site plans shows the use of three container type structures to create a U-shape building in the rear of the main building with a courtyard area in between. The applicant has indicated that it is a possibility this courtyard area will be used as an event space area during evening hours.

The submitted renderings show the building along Victoria Street to be cladded in a fiber cement type material that enhances the appearance of the structure. The addition of this material creates consistency within the TOD district, where the current permitted materials are brick, stucco, fiber cement, and similar materials. Including this material is suggested to be included as a condition by staff. Additional examples of container buildings with cladding are attached. Although the cladding does create some more consistency, it does not change the overall character and aesthetic of the building.

Although not located within the zoning boundaries of the Planned Development of Six West, the subject parcel is in the incremental development district area. As a locally owned and operated business, it does meet the overall plan for this area to be cultivated by the local business owners of College Park. In addition, the proposed approach to use these types of buildings will allow the applicant to more easily adjust if the vision for the area changes over time. The buildings are more versatile than traditional construction and as a result, provides an incremental way to invest in property development in an area likely to change over the next ten years.

Main Street Board Association Meeting:

- Suggestion to include an art piece on the side of the container along Victoria Ave to main more visually appealing.
- There was discussion on noise affects from the flight path – request that they explore what the change in DB is from outside to inside. Ensuring that the proper insulation is added.
- Further discussion on the mechanics of the buildings and air changes that will be available.
- Concerns about the overhang included and ensuring that it is large enough for people to walk from the offices to the restroom.
- Suggestion to include more landscaping along Victoria and Harvard to make more visually appealing.
- Overall supportive of the project

Planning Commission Summary:

- Staff and the applicant gave a brief overview of the project and explanation of the intent to expand the co-working space in a creative way.
- One community member spoke on the project. They indicated they were not for or against but just wanted to inquire about the relationship of this project to Six West. Staff explained that this is not a part of the zoning for Six West so the zoning conditions and requirements do not apply. However, this area is part of



the incremental downtown district that leads into the Six West development and as a result staff has asked that the containers along the road be clad in wood or similar material to minimize impact.

- There was discussion suggested that additional landscaping be provided along all sides of the property in order to minimize the impact to the neighboring properties.
- There was discussion of art to be added to the site in the form of murals, statues, bike racks, or other pieces that contribute value to the space.

Planning Commission Recommendation: The Planning Commission voted to recommend **approval** of the proposed plan with conditions for the applicant to provide additional landscaping around the property and include at least one art piece for the space.

Recommendation:

As the current codes is silent on this matter, City Planner only offers findings-of-fact for elected officials to determine the policy direction.

Conditions for Consideration:

Should the Council find reasons for approval, The City Planner recommends the following conditions be considered for the Conditional Use Permit:

1. The approval of CUP is conditioned to the submitted site plan in which the buildings are constructed to the rear of the main structure and additional buildings are added without prior approval of an amendment to this conditional use permit by Mayor and Council.
2. The buildings with facades facing Victoria Street as well as the facades to the rear of the property must be clad in stucco, fiber cement siding, or similar alternative to be approved by the City Planner.
3. The applicant must add a sidewalk of at least five (5) feet in width from Harvard Ave along Victoria Street for the length of the property.
4. The applicant must include a bike rack on the property in accordance with TOD design standards.
5. The applicant must provide a landscape plan for the property in accordance with the TOD district to be approved by City Engineer.

Zoning Map

★ = Subject Property



Photos of the Property

Aerial of the Property

★ = Subject Property



Front of the Property



Side of the Property on Victoria Street



Photos of Similar Project in Atlanta



Photos Showing Examples of Cladding on Containers



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 1930 HARVARD AVENUE; 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 0.3 acres located
11 at 1930 Harvard Avenue, according to the present system of numbering property in College Park,
12 Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 14016100060380) (the
13 “Property”); and

14 **WHEREAS**, the Property is currently zoned as TOD (Transit Oriented District); and

15 **WHEREAS**, the owner of the Property (“Applicant”) has requested a Conditional Use
16 Permit to expand the business using container style buildings on the Property; and

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

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

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

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

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

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

33 **Section 1.** The request for a Conditional Use Permit to use the Property located at 1930
34 Harvard Avenue, according to the present system of numbering property in College Park, Fulton
35 County, Georgia (Fulton County Tax Parcel Identification Number: 14016100060380) is hereby
36 granted subject to the following conditions:

- 37 1. The approval of CUP is conditioned to the submitted site plan in which the buildings are
38 constructed to the rear of the main structure and additional buildings are added without prior
39 approval of an amendment to this conditional use permit by Mayor and Council.
- 40 2. The buildings with facades facing Victoria Street as well as the facades to the rear of the
41 property must be clad in stucco, fiber cement siding, or similar alternative to be approved by
42 the City Planner.

- 43 3. The applicant must add a sidewalk of at least five (5) feet in width from Harvard Ave along
44 Victoria Street for the length of the property.
- 45 4. The applicant must include a bike rack on the property in accordance with TOD design
46 standards.
- 47 5. The applicant must provide a landscape plan for the property in accordance with the TOD
48 district to be approved by City Engineer.

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

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

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

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGE)

ORDAINED this ____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

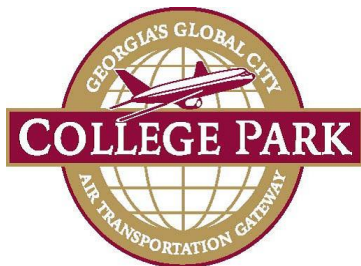
ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8822

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Peachtree Government Relations-State Lobbying Services

PURPOSE: Consideration of the renewal of the Legislative Representation Agreement between the City of College Park and Peachtree Government Relations (PGR). PGR will also provide a presentation on the scope of work performed during the 2021 Georgia Legislative Session.

REASON: The current agreement expired June 30, 2021.

RECOMMENDATION: Council approval of renewal of the agreement with Peachtree Government Relations (PGR) FY 2021-22.

BACKGROUND: PGR provides government relations and public affairs consulting services to College Park including all activities normally associated with state legislative lobbying, as specifically authorized by College Park after consultation with College Park's Mayor and City Council.

YEARS OF SERVICE: 16

COST TO CITY: \$5,000.00 monthly fee.

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

REVENUE TO CITY: NA

CITY COUNCIL HEARING DATE: May 17, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: NA

AFFECTED AGENCIES: NA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: NA

REQUIRED CHANGES TO WORK PROGRAMS: NA

STAFF:

ATTACHMENTS:

- Legislative Representation Agreement 2021-2022 (PDF)
- CP Legis presentation 5.17.21 (PPTX)

Review:

- Jackson Myers Completed 05/05/2021 1:53 PM
- Rosyline Robinson Completed 05/05/2021 3:23 PM
- City Attorney's Office Completed 05/10/2021 3:38 PM
- Mercedes Miller Completed 05/12/2021 10:56 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM

Legislative Representation Agreement

Sound View Strategies

This Agreement is entered into this 5 day of May, 2021 by and between **PEACHTREE GOVERNMENT RELATIONS, LLC** (hereinafter "Lobbyist"), doing business at 1100 Peachtree Street, Suite 675, Atlanta, Georgia 30309, and **THE CITY OF COLLEGE PARK**, (hereinafter, "College Park") located at 3667 Main Street, College Park, Georgia 30337. Collectively, College Park and Lobbyist may be referred to as the "Parties".

Based upon the mutual promises contained herein, and other good and valuable consideration, the Parties identified above, intending to be bound hereby, enter into the following Agreement:

1. **Services.** The Lobbyist shall provide government relations and public affairs consulting services to College Park including all activities normally associated with state legislative lobbying, as specifically authorized by College Park after consultation with College Park's Mayor and City Council. Services include, but are not limited to: briefing the Governor and his office; representation at legislative hearings; advocacy to certain legislators, regulators and their staffs on College Park positions on issues of interest to College Park; planning and coordinating meetings and receptions for College Park with legislators and regulators; regular contact with the Mayor and City Council and College Park staff he designates as necessary for direction and specific authority to act on issues; contact and interaction with lobbyists of other interest groups and industry trade associations on behalf of College Park on legislative and regulatory issues; preparation and filing of reports to the Public Disclosure Commission; and, reports to College Park as requested by the Director of Government Affairs.
2. **Term of Agreement.** This Agreement shall take effect on July 1, 2021 and shall expire on June 30, 202. Either party may terminate this Agreement at any time upon 30 days' written notice to the other.
3. **Lobbyist Fee.** The Lobbyist shall be paid a fee for the above enumerated services. The Lobbyist's fee shall be \$5,000 per month ("Monthly Fee") for each month during the Term of the Agreement. An invoice shall be sent by Lobbyist at the end of each month and payment will be due within ten (10) days from the date of the invoice. The Monthly Fee shall cover all services and all expenses of the Lobbyist incurred for work on behalf of College Park.
4. **Expenses.** The Lobbyist shall be responsible for expenses incurred unless authorized by College Park. Authorization means prior written authorization signed by the City Manager that denotes what the expenses are and the monetary amount of said expenses.
5. **Personal Services.** The services to be performed by the Lobbyist will be performed personally by Don Bolia ("Lobbyist Principals") and Senior Associate of the same firm not by any other individual, unless approved by College Park through written correspondence by the City Manager.

6. **Lobbyist Registration.** The Lobbyist and Lobbyist Principals each will register with the Public Disclosure Commission and other required entities as a lobbyist for College Park as soon as their activities for College Park constitute "lobbying" under RCW 42.17A.005(3) and shall remain registered until this Agreement has expired, is extended, or terminated. Lobbyist will send confirmation of registration to City Manager.
7. **Non-Exclusive.** This Agreement is for the non-exclusive use of the Lobbyist's services. Nothing contained herein shall prevent the Lobbyist from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict of Interest provision herein.
8. **Conflict of Interest.** Both the Lobbyist and College Park shall use their best efforts to identify and notify each other of any potential conflicts of interest between College Park and any other client of the Lobbyist. The Lobbyist shall notify College Park in writing of any new potential clients that may conflict with this Agreement during the Term of the Agreement as soon as Lobbyist discovers any potential conflicts of interest. Should a conflict of interest arise between the Lobbyist and any other potential client, College Park may either terminate this Agreement or request the Lobbyist not contract with the potential client. College Park shall have veto power over any agreement the Lobbyist may enter into with any other College Park or group with interests adverse to College Park.
9. **Independent Contractor.** The Lobbyist and College Park have entered into this Agreement with the mutual understanding that the Lobbyist is an independent contractor and not an employee College Park. Nothing contained in this Agreement shall be construed to make the Lobbyist an employee, partner, or joint venture of College Park for any purpose. The Lobbyist warrants that it is free to enter into this Agreement and is not a party to any restrictive contract or agreement limiting its present or future right to contract with College Park. The Lobbyist agrees to hold College Park harmless from any and all suits and claims arising out of any such pre-existing restrictive agreement. The Lobbyist understand and agrees that it is solely responsible for complying with state and federal requirements as they relate to taxes, Social Security contributions and any other requirements placed upon self-employed persons.
10. **Practice of Law.** The Lobbyist is retained by College Park for the purpose of consultation, advice and lobbying advocacy on legislative and regulatory issues as they arise and as authorized by College Park. The Lobbyist is specifically not retained to provide legal advice to College Park and the Lobbyist shall not be required to perform any additional activity for College Park which constitutes the practice of law.
11. **Entire Agreement.** This Agreement contains the entire Agreement between the party and supersedes any and all other Agreements, negotiations or discussions. This Agreement may be altered only by a written document signed by the party to this Agreement.
12. **Construction.** This Agreement shall be construed and interpreted according to the laws of the State of Georgia in effect at the time.
13. **Scope of Work and Consultant Responsibilities.** The responsibility of the Consultant shall be to render intergovernmental relation services relative to municipal government issues before governmental entities in the State of Georgia with the Consultant specifically addressing the following objectives:
 - ▶ Establish and maintain contact, within the bounds allowable under applicable state law, with the Georgia Office of Governor, the Georgia General Assembly, the Georgia Environmental Facilities Authority, the Georgia Department of Community Affairs, the

Georgia Department of Natural Resources, the Georgia Department of Revenue and other state agencies of jurisdiction related to municipal government issues in Georgia;

- ▶ Comply with any applicable local or state laws on regulations pertaining to registration as lobbyist on behalf of College Park;
 - ▶ Actively monitor all relevant legislative issues, including but not limited to, the following: Funding for the City of College Park's aging water/sanitary sewer infrastructure and development projects; seek available opportunities to increase the City of College Park's revenue received from the operation of commercial parking lots;
 - ▶ Actively monitor any and all regulatory issues before state agencies as prescribed;
 - ▶ Increase College Park's identity among key state decision makers and stakeholders;
 - ▶ Perform such other tasks as College Park may, from time to time, may assign;
 - ▶ Provide College Park with timely reports during active times of the Georgia General Assembly and on a daily basis forward, relevant to newspaper articles, analyses and important government announcements.
14. **Notices.** All notices, designations, consent, offers, acceptances or any other communication provided herein required to be in writing shall be given by registered, certified mail, return receipt requested, addressed to parties as shown below:

Consultant: Peachtree Government Relations, LLC
Attn: Don Bolia
1100 Peachtree Street, NE
Suite 675
Atlanta, GA 30309

College Park: City of College Park
Attn: Terrence Moore, City Manager
P.O. Box 87137
College Park, GA 30337



IN WITNESS WHEREOF, intending to be legally bound, the parties have authorized their representative to execute this Agreement as of the date below.

PEACHTREE GOVERNMENT RELATIONS, LLC

By: 

Don Bolia, Principal

Date: 5-5-21

CITY OF COLLEGE PARK

By: _____

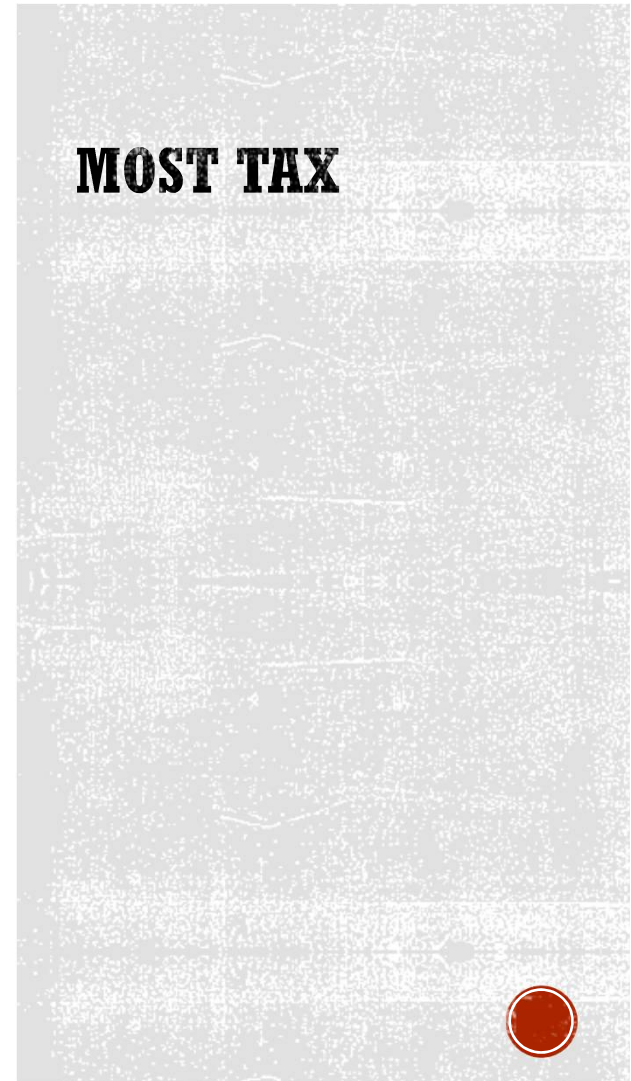
Bianca Motley Broom, Mayor

Date: _____



HB 160

- ¶ Sponsored by William Boddie, David Dreyer, Kim Schofield, and Mesha Mainor
- ¶ Introduced on January 28, 2021
- ¶ Voted 167-2 in the House on March 8, 2021
- ¶ Voted 35-14 in the Senate on March 31, 2021
- ¶ Signed by Governor Kemp on May 10, 2021
- ¶ This bill would allow for a cities with a waste-water system that interconnects with another city's waste- water system that has a water flow of more than 85 million gallons of water per day to levy a tax



HB 273

- Allows distillers to sell up to 750 barrels of their spirits for individual use on premises
- Signed into law on May 5, 2021

SB 49

- Allows for enhanced private plan review and inspection for building permits
- Signed into law on May 4, 2021



ZONING AND PERMITTING

- Redistricting
- Budget Priorities
- GMA Conference

The image shows the cover of a report titled "2022 OUTLOOK". The cover has a light gray background with a faint, repeating pattern of a stylized bird or wing shape. The title "2022 OUTLOOK" is printed in a bold, black, sans-serif font in the center. In the bottom right corner, there is a small red circular logo with a white outline.

2022 OUTLOOK

UPCOMING ELECTIONS AND RETIREMENTS

House –

- Eric Allen – Running for Lt. Governor
- William Boddie – Running for Labor Commissioner
- Derrick Jackson – Running for Lt. Governor
- Greg Morris – Elected to GDOT Board
- Bee Nguyen – Running for Secretary of State
- Bert Reeves – Taking a position at GA Tech
- Matthew Wilson – Running for Commissioner of Insurance

Senate –

- Lester Jackson – Running for Labor Commissioner
- Jen Jordan – Running for Attorney General
- Bruce Thompson – Running for Labor Commissioner



Don Bolia
don.bolia@peachgr.com
404-314-4844

Laura Norton
laura.norton@peachgr.com
678-699-6426

Janelle Adams
janelle@peachgr.com
678-447-4934



Brandeis Parkman
brandeis@ohioriversouth.com
404-989-4401

Joel Alvarado
joel@ohioriversouth.com
404-513-6699

Howard Franklin
howard@ohioriversouth.com
404-384-9490



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8737

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Dwight L. Baker, Director of Human Resources & Risk Management

RE: Payroll Services – Automatic Data Processing (ADP)

PURPOSE: Request to approve the agreement for payroll services between ADP and the City of College Park beginning July 1, 2021 with automatic renewal to include a 60-day termination clause for ADP Payroll Services - delivered via ADP Workforce Now and authorize the City Manager to execute the agreement.

REASON: This service agreement is aligned with one of the Office of Human Resources Strategic Goals of OHR Excellence. By driving innovation and collaborating with departments on various human capital efforts. Data analytics offerings as an opportunity to anticipate future trends retrospectively and make informed decisions about the workforce OHR will continue to fully leverage the human resources information system and other applications with actionable analytics. We will continue to streamline processes that gain efficiencies while meeting organizational/customer needs.

RECOMMENDATION: It is recommended that the Council approve and direct the City Manager to sign a 12-month service agreement with ADP for a total amount of \$55,403.05 for the first year, including setup costs. Year Two: \$ 49,073.05 and Year Three \$57,663.95 with automatic renewal to include a 60-day termination clause for ADP Payroll Services - delivered via ADP Workforce Now.

BACKGROUND: The City of College Park Office of Human Resources currently provides payroll services to the City. Virtual product demonstrations were conducted via Zoom by Automatic Data Processing (ADP) and Paycor on Wednesday, January 13, 2021, with Dr. Dwight Baker, Althea Bradley, Willis Moody, Michael Hicks, and Mercedes Miller.

The committee conducted a meeting on Thursday, January 21, 2021 to discuss both products and compatibility and decide which company to use for the payroll services. The committee agreed to move forward with ADP due to its functionality(s) with the City's software (Tyler Technology - New World ERP).

ADP offers several discounts and a lower monthly and annual rate to outsource the City's payroll services.

YEARS OF SERVICE: Not Applicable

COST TO CITY: This contract provides services between ADP and the City of College Park in the budgeted total amount of \$55,403.05 for the first year, including setup costs. Year Two: \$ 49,073.05 and Year Three \$57,663.95.

BUDGETED ITEM: Funding for this contract will be encumbered in the 2021-2022 budget (Year One), 2022-2023 budget (Year Two), and the 2023-2024 budget (Year Three).

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: April 19, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: All City Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Approval of this item:

- Allows the City to contract for payroll services with ADP.
- Allows the Office of Human Resources to focus on strategic business goals, such as employee retention, employee development, and organizational culture.
- Allows the Office of Human Resources to receive support for compliance payroll and taxes - potentially saving the City from compliance fees and penalties

STAFF: All City Departments

ATTACHMENTS:

- City of College Park Proposal_MSA_5_12_21 (PDF)

- FINAL_City of College Park Georgia_WFN Global Master Services Agreement Addendum (PDF)
- Agenda Memo ID #2021-8737 - RFP - PAYROLL PROCESSING SERVICES - 120820 (PDF)
- RFP - PAYROLL PROCESSING SERVICES - Specs (PDF)

Review:

- Dwight L. Baker Completed 05/12/2021 12:32 PM
- Rosyline Robinson Completed 05/12/2021 12:39 PM
- PurchasingCompleted 05/12/2021 1:17 PM
- Information Technology Pending
- Finance Pending
- Mercedes Miller Completed 05/12/2021 2:02 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

Investment Summary

Quote Number
02-2021-167180 1



Company Information

City Of College Park
3667 Main St
College Park ,GA30337-2614
United States

Executive Contact

Michael Hicks
Director Of IT
mhicks@collegeparkga.com
(404) 617-1836



455

Total
Employees



\$6,330.00

Implementation
Costs



\$57,633.95

Total Annual
Investment



(\$8,560.90)

Total Annual Savings during
promotional period; See Terms

Expiration

5/14/2021

ADP Sales Associate

Bryan Bernier
UMDM
bryan.bernier@adp.com
404-272-8342

** This Investment Summary has been made available for illustration purposes only and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated thereby.



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as “**ADP**”)
One ADP Boulevard
Roseland, NJ 07068

-and-

City Of College Park
(Referred to in this agreement as “**Client**”)
3667 Main St
College Park, GA 30337-2614

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- Employment Verification Services
- ESS & MSS Technology
- History Conversion Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.

City Of College Park

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name - Please Print)

(Name - Please Print)

(Title)

(Title)

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the pages numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

Appendix: History Conversion Services

Global Master Terms and Conditions

1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.
- 1.1.1 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.1.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 1.1.2 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 1.1.3 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.4 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
- 1.1.4.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
- 1.1.4.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
- 1.1.4.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
- 1.1.4.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.4.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.5 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.6 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.7 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.8 History Conversion Services.** Conversion and loading of certain Client historical payroll or other human capital management data elements into ADP's systems or a standalone history viewer, as applicable.
- 1.1.9 Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
- 1.1.9.1 WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
- 1.1.10 Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
- 1.1.10.1 ADP Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.
- 1.2 General**
- 1.2.1** "ADP" has the meaning set forth on the cover page.
- 1.2.2** "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3** "ADPCheck" means checks printed and distributed by ADP to Payees pursuant to Client's direction.
- 1.2.4** "ADPCheck Services" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

- 1.2.5 “ADP Direct Deposit Services”** means ADP’s full service direct deposit services which includes ADP’s payment of Client’s Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee’s selection.
- 1.2.6 “Affiliate”** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, “control” (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.
- 1.2.7 “Agreement”** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 “Amendment”** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 “API”** means application programming interface.
- 1.2.10 “Approved Country”** means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.
- 1.2.11 “Business Day”** means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.12 “Client”** has the meaning set forth on the cover page.
- 1.2.13 “Client Content”** means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.14 “Client Group”** means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.15 “Client Infringement Event”** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.16 “Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.17 “Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.18 “DHS”** means the U.S. Department of Homeland Security.
- 1.2.19 “Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.20 “Effective Date”** has the meaning set forth on the cover page.
- 1.2.21 “E-Verify”** means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.22 “Form I-9”** means the employment eligibility verification form issued by the DHS.
- 1.2.23 “FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 1.2.24 “Global Master Terms and Conditions”** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.25 “Go-Live Date”** means the date of commencement of the first live processing of any given Service.
- 1.2.26 “I-9 Handbook”** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.27 “Implementation Services”** means the Services to be performed in order to commence ongoing Services.
- 1.2.28 “Improvements”** has the meaning set forth in Section 5.4.
- 1.2.29 “Indemnitee”** has the meaning set forth in Section 6.3.

- 1.2.30 “Indemnitor”** has the meaning set forth in Section 6.3.
- 1.2.31 “Intellectual Property Rights”** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.32 “Internal Business Purposes”** means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.2.33 “NACHA”** means the National Automated Clearing House Association.
- 1.2.34 “Notice to Furnishers”** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.35 “Payee”** means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.
- 1.2.36 “Payment Services”** means Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.
- 1.2.37 “Permitted Payment”** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
- 1.2.38 “Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.
- 1.2.39 “Sales Order(s)”** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.40 “Services”** means the services listed on the cover page of this Agreement (including Implementation Services related thereto), and such other services as the parties may agree to be performed from time to time.
- 1.2.41 “SOC 1 Reports”** has the meaning set forth in Section 9.1.
- 1.2.42 “Term”** means the period beginning as of the Effective Date and ending upon termination of the Agreement.
- 1.2.43 “Termination Event”** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party’s business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party’s Standard and Poor’s issuer credit rating falls to or below BB
- 1.2.44 “USCIS”** means U.S. Citizenship and Immigration Services.
- 1.2.45 “User”** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.
- 1.2.46 “Verification Agent”** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.47 “Verification Data”** means employment and income information disclosed on the Client’s behalf in connection with Employment Verification Services.
- 1.2.48 “Verifiers”** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client’s employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP’s performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client’s responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively “**Improvements**”) if and as they are made generally available by ADP at no additional cost to ADP’s other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP’s use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party’s Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP’s use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “**Indemnitee**”) shall promptly notify the indemnifying party (the “**Indemnitor**”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee’s failure to promptly give notice to the Indemnitor shall affect the Indemnitor’s obligation to indemnify the Indemnitee only to the extent the Indemnitor’s rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party’s aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Ordinary Cap**”).
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Extraordinary Cap**”). For the avoidance of doubt, in no case shall either party’s aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client’s funding obligations in connection with the Payment Services;
- 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP’s error or omission; and

7.3.3 In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4 Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;

7.3.6 Client's obligations to pay the fees for Services; and

7.3.7 ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) gross negligence or willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

8.1 Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

9.1 Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Breach

10.1 Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2 Other ADP Obligations. In the event that Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. The fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the Go-Live Date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) thirty percent (30%) of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience.** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in this Section 12). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).

- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.
- 12.4 Additional Termination Provisions.**
- 12.4.1 Additional Termination Provisions for ADP Employment Tax Services.** If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.
- 12.4.2 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.
- 12.4.3 Additional Termination Provisions for History Conversion Services.** Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

- 13.1 Scope.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Sections 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.
- 13.2 Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

- 14.1 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
- 14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
- 14.2 WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.
- 14.2.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

- 14.2.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 14.2.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
- 14.2.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP
- 14.2.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 14.2.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 14.2.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 14.2.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.
 - 14.2.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 14.2.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.2.2 Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.3 Payment Services. The following additional terms and conditions apply to the Payment Services:

- 14.3.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
- 14.3.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
- 14.3.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
- 14.3.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 14.3.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.4 ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.4.1 ADPCheck; Direct Deposit. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.5 State Unemployment Insurance (SUI) Management Services. The following additional terms and conditions apply to the SUI Management Services:

14.5.1 Provision and Transfer of Information. Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

14.5.2 Definition of Claim; Claim Cap. For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

14.6 ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.6.1 Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing.

14.6.2 Client's Use of Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.7 Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.7.1 Employment Verification Services. Client authorizes Verification Agents through which Employment Verification Services are performed") to disclose, on Client's behalf Verification Data, to Verifiers, who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.7.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.

14.7.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information. Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.7.1.3 Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

- 14.7.1.4 Employee Authorized Disclosure.** ADP may disclose or use Personal Data of a Client's employee where such employee requests and consent to the disclosure of the employee's personal benefit (e.g., to verify an employee identity in connection with a bank account application).

14.8 ADP Marketplace.

- 14.8.1 Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.
- 14.8.2 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.
- 14.8.3 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.9 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

- 14.9.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.10 History Conversion Services. ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Agreement. The following History Conversion Services are intended for Clients with 150-999 active employees and have no more than 5,000 terminated and active records.

- 14.10.1 Description of Services.** The History Conversion Services shall include one or more of the Services set forth in the accompanying appendix. History Conversion Services includes virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do not include the conversion or import of any documents.
- 14.10.2 Client Obligations.** As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database (if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer ("History Viewer") as described in the History Conversion Services Appendix. In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in the Sales Order. Data mapping must be completed within sixty (60) days of the date that the Client is first able to commence the data mapping processing ("Data Mapping Completion Date"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

- 14.10.3 Completion of History Conversion Services.** Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix: History Conversion Services

Description of Available History Conversion Services

CODE/SERVICE	DESCRIPTION
Check History	<p>Includes: Net/Gross Salary, Taxes, Deductions, Hours, Hours Earnings Codes.</p> <p>History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access)</p>
Pay Rate History	<p>Includes: Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary. History data will be loaded to an external viewer provided by ResNav Solutions (see below)</p>
Position History	<p>Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below)</p> <p>Automated Export Services are available (see below)</p>
Benefits History Employee Benefit Selection	<p>Includes: Employee level Benefit selection data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below)</p> <p>Automated Export Services are available (see below)</p>
Benefits / Dependent History	<p>Includes: Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below)</p> <p>Automated Export Services are available (see below)</p>
Time Attendance History	<p>Includes: Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times Codes, Totaled Amount, Cumulative Total, Reason/Details.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below)</p> <p>Automated Export Services are available (see below)</p>
Employee Status History	<p>Includes: Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons</p>

Local History Data Usages Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access)

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Company Information


City Of College Park
3667 Main St
College Park ,GA30337-2614
United States


Executive Contact


Michael Hicks
Director Of IT
mhicks@collegeparkga.com
(404) 617-1836

Recurring Fees and Considerations


Number of Employees: 450 on City Of College Park - Bi-weekly


 Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	450	-	\$95.00	\$4.12	\$1,949.00	\$50,674.00
<ul style="list-style-type: none"> Essential Plus Payroll Enhanced HR HCM Analytics 						
Employment and Income Verification						
<ul style="list-style-type: none"> Employment Verification 						

 Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Talent Management and Activation	455	-	-	\$0.79	\$359.45	\$4,313.40
<ul style="list-style-type: none"> Performance and Goal Management 						
Additional Jurisdiction (if applicable)		2+		\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		

 Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	450	-	-	\$5.21	\$2,344.50

 Total Annual Investment	Total Annual
Workforce Now Services	<u><u>\$57,331.90</u></u>

 Other Considerations	Count	Rate	Setup
Hardware and Other Fees			
<ul style="list-style-type: none"> Professional Services: Pay Check History Conversion Professional Services: Historical Data Conversion * Employee Pay Rate (or Salary) History * Employee Position (or Job Profile) History 	1	\$0.00	\$0.00
	1	\$0.00	\$0.00

 Other Considerations	Setup
Implementation	
<ul style="list-style-type: none"> Implementation for Workforce Now Payroll Solutions Implementation for Performance and Goal Management 	\$6,000.00 \$330.00

 Total Other Considerations	Total Setup
Implementation and Setup	\$8,000.00
Implementation Discount Value	(\$1,670.00)
Estimated Total Net Implementation	<u><u>\$6,330.00</u></u>

Sales Order

Quote Number
02-2021-167180 1



Company Information

City Of College Park
3667 Main St
College Park ,GA30337-2614
United States

Executive Contact

Michael Hicks
Director Of IT
mhicks@collegeparkga.com
(404) 617-1836

Recurring Fees and Considerations

Number of Employees: 5 on City Of College Park - Monthly



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Payroll Solutions	5	-	-	\$4.60	\$23.00	\$276.00
<ul style="list-style-type: none"> • Essential Plus Payroll • Enhanced HR • HCM Analytics 						
Additional Jurisdiction (if applicable)		2+		\$8.95/month		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	5	-	-	\$5.21	\$26.05



Total Annual Investment

Total Annual

Workforce Now Services

\$302.05



Other Considerations

Hardware and Other Fees

Count

Rate

Setup

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Unemployment Claims in excess of the 10% claims cap will be billed at \$35.00 per claim. The fee for optional hearing representation is \$150.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Promotion

Promotion is spread over the first two (2) years of services (also referred to as the Promotional Period) applying to months 7 & 8 each year from each product/controls start date. Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other

Client is either paperless or will pick up Pay Statements and Payroll reports at a local ADP office.
 ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.
 Expiration Date: 5/14/2021

Summary			
Estimated Annual Net Investment:	\$57,633.95	Total Net Implementation:	\$6,330.00
Estimated Annual Net Investment during promotional period:	\$49,073.05		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.	Client: City Of College Park
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Auditing Functionality
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements

HCM Analytics

- Pre-Configured Key Performance
- Executive Dashboard
- Ability to Customize Additional KPIs
- Pay Equity Storyboard

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Employee Goal Management
- Manager Dashboard

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)
- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration

ADDENDUM
to
BASTEL SERVICES AGREEMENT
between
ADP, INC.
and
City of College Park Georgia

This Addendum, made and effective as of the date of the last signature hereto between ADP, Inc. (ADP) and City of College Park Georgia (Client) contains changes, modifications, revisions and additions to the ADP Global Master Services Agreement dated of even date herewith between ADP and Client (the Agreement).

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

- 1. Section 1.2 of the Agreement, entitled Definitions is hereby amended by adding the following new definition and all references to gross negligence within the Agreement shall be replaced with the defined term Gross Negligence.

1.2.48 Gross Negligence shall be defined as: 1 willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or 2 failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.

- 2. Section 6.2 of the Agreement, entitled Client Indemnity is hereby deleted in its entirety including the section title and replaced with the following: Client Agreement in lieu of Indemnity. Client expressly warrants that Client will not use ADP Services or ADP Application Programs to infringe a third party's patent, copyright, or trademark rights or make unlawful use of any third party's trade secret and Client Content provided to ADP for use as contemplated by this Agreement does not infringe any third party right. Client acknowledges its breach of these obligations could result in claims by third parties. Client agrees to assume responsibility for its own actions and liability arising from its actions to the fullest extent permitted by law. Client covenants that it will not by its actions cause a Client Infringement Event. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.

- 3. Section 7.1 of the Agreement, entitled Primary Cause is hereby amended by replacing six (6) times with twelve (12) times in the first sentence.

- 4. Section 7.2 of the Agreement, entitled Extraordinary Cause is hereby amended as follows:

- a. Replace additional six (6) times with additional twelve (12) times in the first sentence
- b. Replace twelve (12) times with twenty four (24) times in the last sentence

- 5. Section 8.1 of the Agreement, entitled Warranties is hereby amended by adding the following to the end of the section: In addition, ADP warrants during the term of the Agreement that all ADP Services will be performed in a professional and workmanlike manner, consistent with the quality of performance of Services for similarly situated clients the ADP Application Programs will conform in all material respects to the published Documentation, if any.

- 6. Section 11.4 of the Agreement, entitled Indemnification is hereby amended as follows:

- a. Revise the second sentence to read the following: "Notwithstanding anything to the contrary as set forth on the ADP Sales Order, Client will pay the amount on each invoice or such other similar document in full within thirty (30) days of the invoice date."
 - b. Revise the third sentence to read the following: "All amounts not paid when due are subject to a late payment charge of one-half percent (0.5%) per month not to exceed the maximum allowed by applicable law of the past due amount from the due date until the date paid."
7. Section 11.7 of the Agreement, entitled "Costs, Shipping, Travel and Out-of-Pocket Expenses", is hereby amended by inserting "pre-approved by Client," between "reasonable" and "travel."
8. Section 12.1 of the Agreement, entitled "Term, Termination or Convenience", is hereby amended by deleting the entire section and replacing it with the following:

"This Agreement is effective upon the Effective Date and will remain in effect for a period of one (1) year **Initial Term**. In accordance with O.C.G.A. 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Client at the end of the Initial Term and thereafter each succeeding, if any, one year term **each Renewal Term**. However, absent a termination or notice of non-renewal as set forth in this Agreement, this Agreement shall be automatically renewed on an annual basis for a one-year term, upon the same terms and conditions as provide for in this Agreement. Client must provide ADP written notice of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of any term.

At any time, and subject to the terms of any Price Agreement that may be in effect between the parties, either party may terminate this Agreement or any Services for any reason upon at least sixty (60) days prior written notice to the other party for convenience. In the event Client does not provide ADP with the proper notice as set forth in the previous sentence or as set forth in any Annex herein, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices. For purposes of clarification, nothing in this Section shall affect Client's obligation to pay ADP for the Services provided to Client through the effective termination date of this Agreement."

9. Section 15.12 of the Agreement, entitled "Governing Law", is hereby amended by replacing "New York" with "Georgia".
10. Section 15.14 of the Agreement, entitled "Jurisdiction", is hereby amended by replacing "New York, New York" with "Georgia".
11. The Agreement is hereby amended by adding the following as a new section 16:

16. Additional Provisions.

16.1 Informal Resolution. Before bringing a cause of action, the parties shall first make a good faith effort to resolve any disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement or the Services provided under this Agreement collectively, "Disputes" by negotiations between their respective representatives having direct responsibility for administration of this Agreement. Pending resolution of any dispute hereunder, the parties will continue to perform their respective obligations and may exercise any rights under this Agreement.

16.2 Costs. The prevailing party in any legal action between Client and ADP is entitled to recover from the other party its reasonable costs and expenses associated with such legal action, including reasonable attorneys' fees, but only to the extent such costs, expenses and fees are awarded by a court of competent jurisdiction.

16.3 Conflict of Interest. To the best of ADP's knowledge as of the signature date of the Agreement, except as otherwise disclosed, ADP certifies that it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Agreement and ADP's organizational, financial, contractual or other interests are such that: (i) Award of the contract may result in an unfair competitive advantage or (ii) ADP's objectivity in performing the contract work may be impaired.

16.4 E-Verify and Immigration Act. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, ADP will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (e-Verify).

16.5 ADP Insurance. During the term of this Agreement, ADP shall directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity maintain the following insurance coverage in at least the following amounts:

1. Workers Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.
2. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.
3. Commercial General Liability coverage including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.
4. Business Automobile Liability coverage covering the use of all owned, non owned and hired vehicles with minimum limits combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.
5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 2, 3, and 4 above.
6. Employee Dishonesty (Fidelity) and Computer Crime coverage for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others with a minimum limit of ten million dollars (\$10,000,000).
7. Errors & Omissions coverage in the amount of ten million dollars (\$10,000,000).

Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc. in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. Promptly upon Client's written request for same, ADP shall deliver certificates of insurance to confirm what coverage is in place.

THIS SECTION DOES NOT REPLACE OR OTHERWISE AMEND, IN ANY RESPECT, THE LIMITATIONS ON ADP'S LIABILITY AS SET FORTH ELSEWHERE IN THIS AGREEMENT.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have

the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the last date below.

ADP, Inc.

City of College Park Georgia

[ADP Signature]

[Client Signature]

[ADP Name]

[Client Name]

[ADP Title]

[Client Title]

[ADP Date]

[Client Date]



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021 - 8737

DATE: MAY 12, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – PAYROLL PROCESSING SERVICES - 120820
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: Payroll Processing Services

Budgeted item(s): This project budgeted

Recommendations: ADP is recommended as most responsive to the City this project

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 November 11, 2020 thru December 8, 2020 at 9:30 am.

No pre-bid meeting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Tuesday, December 8, 2020 at 10:00 am with Paycor, Inc logged into the meeting.

Mercedes Miller, Interim Human Resources Director represented for the bid open

Zoom meeting link:

<https://us04web.zoom.us/j/79799712644?pwd=dk9uTkFPY3JhSUM0emxXVThvWGo1Zz09>

Meeting ID: 797 9971 2644 - Passcode: 3rGu6A

Virtual product demonstrations, with both companies, were held Wednesday, January 13, 2021 with Dwight Baker, Althea Bradley, Willis Moody, Michael Hicks and Mercedes Miller.



CITY OF COLLEGE PARK

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A committee meeting was held Thursday, January 21, 2021 to discuss both products and the compatibility, in addition to making a decision on which company to use for the payroll services. The decision was made to move forward with ADP, due the functionality of their product(s) in relationship to the software the City uses.

ADP offers several discounts and a lower monthly and annual rate to outsource the payroll services for the City.



CITY OF COLLEGE PARK

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Tabulation Matrix

RFP – PAYROLL PROCESSING SERVICES – 120820

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	ADP	\$52,757.60 (1 st year) \$66,573.60 (Annually thereafter)	N	N	N
2	Paycor, Inc	\$94,443.16 (1 st year) \$84,893.16 (Annually thereafter)	N	N	N
3					
4					
5					

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

Minority Status Legend:

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

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



PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each submission:

Cover Page

This is to be used as the first page of the submission. This form must be fully completed and signed by an authorized officer of the firm.

Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's qualifications and experience. Typically, this section should not exceed 2-3 pages.

Firm Information/Organization

The Proposer must identify the Account Manager will be working directly with the City and engaged in managing the work. Resumes must be included which reference the individual's qualifications and experience in managing similar projects. List relevant projects worked on, dates showing length of time spent on each project and the specific duties responsibilities for each project.

Identify the responsibilities of the key individuals, other than the Account Manager, assigned to the proposed contract, and will have major responsibilities for performance of the services required. Include resumes that list relevant projects worked on, dates showing length of time spent on each project and the specific duties and responsibilities for each project.

The City reserves the right to approve or disapprove any change to the successful Proposer's Account Manager. Personnel changes that impact the contract may result in the cancellation of the contract.

Firm Experience

The Proposal shall include at least five (5) references from past or current government entity clients for similar types of payroll services, with at minimum three (3) references being similar-type governmental agencies.

Include title and brief description of each project with the following information:

Project Approach

Proposer shall include a comprehensive narrative section that illustrates proposer's understanding of the requirements of the project and the project schedule. Proposer shall also include a comprehensive narrative section that sets out the methodology, strategy and intended management plan. Proposer must illustrate how the methodology will serve to accomplish the work and meet the City's project schedule. Be specific in addressing the various tasks to be performed and state how they will be carried out.

Cost Proposal

The cost proposal must provide a detailed fee schedule including itemized services including, but not be limited to the following:

1. Monthly rates for regularly scheduled activities and help desk support.
2. Labor costs, administrative costs, equipment and materials, and sub consultant or consultant team costs.
3. City staff training and implementation costs.
4. A fee schedule for emergency and/or after hour service calls is also required.
5. Cost proposal must refer/reference specific Scope of Work items.
6. Specify price structure breakdown (e.g., 1–50 employees, 51– 100 employees, 101–200 employees, etc.) as well as the cost per employee.
7. If a specific requested service, function, or option is not offered/available, please indicate.
8. Indicate the frequency of cost (e.g., per payroll process, monthly, annually, as required, etc.).
9. Provide any one-time costs or costs that are not based on the number of employees.
10. Include any general comments on pricing, or different levels of service.
11. List licensing fees (per workstation/location) for product software if applicable.
12. List charges for “special payroll reports” created by the vendor if applicable.
13. It is expected that all proposers responding to this RFP will offer government or comparable most favorable rates. All discounts offers must be clearly identified.

Cost proposal shall list each module/function separately and should include all purchase and implementation costs. The City may choose to implement one module, all modules or any combination thereof. While the proposer may choose to offer additional discounts or cost savings for the initial purchase of all modules/functions combined, the City reserves the right to purchase modules/functions individually.

In addition, all prices must be firm and fixed for at least one (1) year following the notice of award. If the purchase/implementation of a module/function occurs after such period, proposer shall indicate the manner in which future pricing is calculated and/or price increases are applied. The separate modules/functions are:

1. Human Resources Information Systems (HRIS)
2. Payroll Processing
3. Time and Attendance

Vendor Questionnaire

Answers to questionnaire will be considered during the City’s evaluation of proposal.

Firm’s/Engineer’s Current Workload and Schedule

Provide information supporting the firms’ ability to perform in a timely fashion. Present workload of key personnel assigned to this project. Indicate that the personnel listed in the submittal shall be available for and assigned to the City based on illustrated workload. Indicate firm’s ability to meet budget and schedule. It will be important to limit response to similar projects based on current and near future workload.

Subconsultants/Subcontractors

Contractor shall submit a list of subconsultants and subcontractors. No substitutions shall be made without prior written approval by the City of College Park.

Intangibles

Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information that may be relevant to the evaluation of your submission relative to the City's project.

Litigation

Please list any past and/or pending litigation or disputes relating to the work described herein, that the firm has been involved in within the last five (5) years. List shall include project name, nature of litigation and outcome of litigation (if resolved).

Licenses

Firm shall submit proof of licensing as may be required by local, state, or federal agencies to perform the required work.

EXAMINATION OF PROPOSAL DOCUMENTS

Each vendor shall carefully examine the drawings and/or specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Should a vendor find discrepancies or ambiguities in, or omissions from the drawings and/or specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Proposal, except as hereinafter provided.

CHANGES / MODIFICATIONS

The City of College Park reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

BLACKOUT PERIOD

The blackout period is defined as between the time the submittals for an Invitation to Bid, Request for Proposals, Request for Qualifications or the Invitation to Negotiate, as applicable, are issued

by the City Purchasing Department and the time the Mayor and City Council awards the contract.

During this black out period, any attempt to influence the thinking of City staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract.

This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

PROVIDING PERFORMANCE BOND

The City of College Park reserve the right to request a Performance Bond prior to commencing work. The Performance Bond must be in the form of a cashier's check, money order, certified check or certified bond from an established bonding agency licensed to do business in the State of Georgia.

“Performance Bond” means a bond of a Contractor in which a surety guarantees to the City that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the City, include a letter of credit issued by a financial institution.

“Surety” means an organization, which for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S.

Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension. If any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX-EXEMPTION STATUS

The City's tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PERMITS / LICENSES / FEES

Any permits, licenses or fees required will be the responsibility of the contractor.

INDEMNIFICATION

The successful Proposer must fully indemnify the City. Such indemnification will be documented in the contract documents.

PROTECTION of RESIDENT WORKERS

The City actively support the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the City throughout the duration of the contract.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. The Contractor shall maintain such books and records for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted through either intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Georgia's Public Record Law. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption.

All materials that qualify for exemption must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the firm's name and the proposal number marked on the outside. Any person may challenge such designation of an item as a trade secret in court. By the proposer's designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the proposer's "trade secret" claim.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy- Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed.

The successful Proposer has the option to agree or disagree to allow contract Piggy-Backs on a case-by- case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Proposer's approval. Without the Proposer's approval, the seeking agency cannot Piggy-Back.

VENDOR QUESTIONNAIRE

Proposer must include in response, on a separate page, to questions complete information about proposer's company and its ability to perform the requested services as described in the Scope of Work.

General Information

1. Basic corporate information and history
2. Financial information
 - a. Can the company deliver without risk of bankruptcy?
 - b. Is the company likely to merge or be acquired in the short term?
 - c. A copy of the most recent audit and financial statement should be attached
3. Technical capability.
4. Estimated completion period for this project.
5. Has your organization recently received any awards?
6. How do you distinguish yourself from the competition?
7. What is your average client size?
8. How many of your clients are Fortune companies? Government entities?
9. Describe any formal quality programs you have in place.

Solution Overview

1. What services do you offer?
2. Describe key accomplishments or industry firsts.
3. Does your organization provide payroll services locally, nationally &/or internationally?
4. Describe three recent quality initiatives. What were the results?
5. Describe your organization's research and development capabilities.
6. Describe how you are investing in your current and future product lines.
7. For the past 3 years, what was your investment in product development?

Payroll

1. For pre-processing activities, does the system provide pre-edit reports based on user-defined parameters for gross-to-net pay calculations?
2. Describe the audit process for each payroll.
3. What processes are in place to make corrections to payroll errors?

Payroll General

1. Does the system support an online "what-if" with update capability?
2. How many payroll checks did you process last year?

3. What tax updates, if any, are provided and how are these updates received?
4. Describe your general ledger process.
5. Does the application allow for the allocation of costs to any level of detail?
6. How does the payroll application handle multiple General Ledger account numbers for the same employee?
7. Can customers view W2 information throughout the year?
8. Are there start and stop dates for deductions?
9. Does the system have the ability to set-up deduction with appropriate future effective date?
10. Can batch input screens for hours and earnings be customized or user defined?
11. Can mass increases be generated?

Time & Attendance

1. Does the system allow direct entry of employee time over the Internet using a standard Web browser?
2. Does the system allow for input of atypical schedules (i.e. firefighter 24 hours on/48 hours off)?
3. Does the system allow for accruals of atypical PTO?
4. Please describe in detail the management hierarchy/levels permitted to review/edit/sign off on time and attendance.

Year End

1. Describe the vendor/client responsibilities for the year-end and/or year begin process.
2. Are year-end services provided?
3. Are garnishment and tax levy payments automatically generated to the payee?
4. Does the system maintain all federal and state regulations for garnishment processing?
5. How do you meet the January 31 deadline for distributing W-2s?
6. How does your system handle manual checks?
7. Can the user sort reports by name, classification, gender, and ethnicity?

Tax

1. Is there PC/online access to current and historical tax information?
2. What is your process of tracking amendment and inquiry response time?
3. How do you distinguish yourself from the competition in the area of tax processing?
4. How do you keep clients informed of what's going on with the various tax jurisdictions?
5. Will we have a dedicated Customer Support Representative specifically to handle Tax issues?

6. What are the core competencies for Customer Support Representatives in the Tax area?
7. What is the average length of time a client retains the same Tax support representative?
8. How are adjustments handled?
9. What type of tax reports are generated each pay period?
10. Will you provide copies of all tax filings?
11. What are three frequent reasons payroll customers select your company over your competition?
12. What is your process for quality control?
13. Can a year be held "open" while continuing to process the new year's taxes?

Human Resources

1. Describe your company's commitment to the product and development plans over the next 3-5 years.
2. Was your product originally developed by your organization?
3. What major enhancements to your system have you planned for the next three years?
4. Does the system track safety and worker's compensation information?
5. Does the system include succession planning?
6. Describe job and organizational hierarchy.
7. What compensation management functions does the system support?
8. Can the solution prohibit setting up an employee if a position does not appear as "vacant" in position control?
9. Does the system support employees with multiple positions and departments?

Benefits

1. Does the payroll system integrate with benefits?
2. Can benefit plans be set up so only a specific group of employees are eligible for them?
3. Can benefit cost changes be future dated for a future year within the current year?
4. Are premiums automatically updated for age and salary benefit calculations?
5. Are insurance amounts automatically adjusted when a salary increases?
6. Can you automatically enroll a certain group of people in a benefit plan?
7. Do Employee Benefit Statements include the company's cost of benefits?
8. Do you offer online benefit enrollment?
9. Does the system have the ability to handle calendar/fiscal benefit plans?
10. Does the system calculate arrears on their benefits while on disability?

11. Does the system include benefit premium reports?
12. Does your system provide HIPAA reporting?
13. What is the benefits enrollment process?
14. Will benefit election changes update payroll deductions?

Compensation

1. Are new hourly rates automatically calculated when salary increases are made?
2. Can employee earnings be split between multiple departments on an on-going basis?
3. Describe multiple compensation programs by employee type, geography, and other factors.
4. What compensation management functions does the system support?
5. What is the salary administration functionality or capability of your product?
6. Can the mass increase be given to a specified subset of employees by location?
7. Does the system provide an on-line view of the employee's total compensation package?

Customization

1. Who has responsibility for maintaining customization changes?
2. Will our customizations be overwritten in an upgrade?

History/Record Keeping

1. Will the system maintain unlimited history for each employee?
2. Are on-line help screens available for all screens and processes?
3. Can corrections be made to historical, current, and future records?
4. Can search definitions be stored?
5. Can the system accommodate effective dating for future or past dates?
6. Can the system process multiple transactions for an employee with the same effective date?
7. Can the system store scanned documents or picture images?
8. Can your system setup non-employees or those who are non-paid?
9. Define the type of data available on your system for inactive employees.
10. Describe how your solution supports workflow and electronic approvals.
11. Describe HR/PR product's simulation/what-if capabilities provided with the package.
12. Does the system have data archiving capabilities for inactive employees?
13. Does the system provide flexibility in establishing organizational and payroll hierarchies?
14. Does your system have the ability to roll back to a specific date in time?

15. How long does the system maintain pay history for current and former customers?
16. How many years of pay history can the employee readily access?

Application Security

1. Describe the overall security scheme.
2. Is access to specific functions, files, and data elements restricted based on user profile or workstation ID?
3. How can you prevent users from viewing and/or editing data at the field level?
4. Can the administrative user control security or is it reliant on the vendor?
5. How do you handle groups of users with the same security profile?
6. Describe what happens when the system is accessed by someone without rights.
7. What password authentication controls are utilized?

Reporting

1. Does the system provide an integrated ad hoc report writing tool?
2. Does the system allow generation of reports on all fields that exist in the data dictionary?
3. Does the system provide flexibility for defining selection criteria, data ranges, sorting and grouping options, and report output, enabling users to tailor information to their specific needs?
4. Does the system provide both historical and point-in-time reporting capabilities?
5. Discuss how a non-technical user can obtain reports from the system without assistance. Does the system have the ability to handle consolidated reporting across companies/organizations?
6. Does the system have the ability to handle consolidated reporting across payroll and HR data?
7. Does the system have the ability to produce headcount reports using a user-defined FTE formula?
8. Does the system provide standard report capabilities?
9. Does the system provide the ability to schedule standard reports?
10. Does the system provide the ability to set up and run batch reports?
11. Explain how your system maintains OSHA logs. Describe the production of the OSHA log report.
12. Does your system create dynamic organizational charts?
13. Can Queries be saved "globally" as well as "personally" so that users are not inundated with a barrage of queries in the drop down list?
14. Can the user sort reports by name, classification, gender, and ethnicity?
15. Does the reporting tool have charting capabilities? Please explain.

Compliance Reporting

1. Are standard reports available for OSHA and EEO requirements?
2. Is there any special employee setup required to print government compliance reports?

Technical Overview

Describe the integration between your HR/Payroll solutions and other systems and applications, such as GL, recruiting or time and attendance. What types of interfaces are involved?

Hosted Services

1. Who provides your Internet access? At what level is the service?
2. Is site hosting internally or externally managed?
3. Where is your data center or hosting facility located?
4. Describe your software development lifecycle for ASP.
5. Describe the data security/accessibility of your hosted services center. Do you utilize SSL technology?
6. What is the migration process in upgrading to new versions and how does the upgrade process affect customization?
7. What is the standard rule base for incoming/outgoing traffic enforced by the Firewall?
8. What password authentication controls are utilized?
9. What Virus detection/scanning mechanisms are in place?
10. Do you have an off-site backup facility? If so, where is it located?

Service & Support

1. What is your customer service model?
2. How many payroll clients and individuals do you serve?
3. What is your payroll customer retention rate?
4. What is the average tenure of your payroll customers?
5. Do you use your Web site as a mechanism to provide support to your clients?
6. Describe your procedure for escalating support issues.
7. Will we be assigned a single, dedicated Service Representative, or is it a Call Center with different representative answering our questions?

Implementation

1. Does the system allow for the importing of initial payroll data?
2. Please explain your project management implementation process.
3. Please provide a sample payroll implementation project plan.

Training

1. What types of payroll training do you offer customers?
2. What training materials do you provide?
3. What training options are available besecu basic payroll training?

PROPOSAL EVALUATION

Proposals will be evaluated on the following criteria:

Factor	Description	Points
1. Completeness of Proposal	Completeness of response in accordance with RFP instructions and requirements.	10
2. Experience and Qualifications of Key Personnel	Contractual and technical experience in performing work of similar size and scope; experience in payroll processing services for governmental entities within the State of Georgia. Qualifications of staff and adequacy of labor commitment to meet or exceed project timelines.	25
3. Project Approach / Methodology	Proposal demonstrates understanding of City needs and requirements. Project approach and methodology meets or exceeds project timelines and performance/implementation expectations.	15
4. Vendor Questionnaire	Completeness and relevancy of answers to Vendor Questionnaire.	20
5. References	Assessment of proposer's previous projects/work by client references and references with demonstrated success in providing similar services.	10
6. Cost	Reasonableness of the total price relative to the work being performed.	20
	Total	100

Once proposals are received, the selection committee members will independently review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the City.

The City reserves the right to apply the evaluation criteria in any manner it deems necessary and to evaluate each firm separately or comparatively, using these criteria in any weight or importance as it sees fit. The City also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the City's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any selection committee member, staff member or person other than the Purchasing Department for questions relating to this project. Anyone attempting to lobby City representatives will be immediately disqualified.



PURPOSE

SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park (City) seeks the services of a qualified Payroll Services provider with expertise in outsourced payroll processing and related payroll services to successfully provide these services to meet the payroll, Human Resource Information Systems (“HRIS”) and general ledger needs of the City in the most cost-effective and efficient manner possible.

Qualified firms wishing to respond must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not limit the use of sub-contractors or sub-consultants.

SCOPE of WORK

Time is of the essence in the implementation of the City’s payroll services software/solution. It is anticipated that the solution will be completely installed, integrated with the City’s software, and City staff trained. Proposer shall demonstrate in the response to the RFP that this timeline can be met or exceeded.

The City currently uses New World (Tyler Technology) as the payroll software.

HUMAN RESOURCE INFORMATION SYSTEMS (HRIS)

General Information

1. Seamless integration between Payroll, General Ledger, and Human Resources Information System data
2. Capacity to handle status changes for 500 employees, both regular and seasonal/temporary
3. Full-time, part-time
4. Successfully handle varied “standard” hours (80, 2080, 2912)
5. Multiple types of accruals (annual, fiscal year, monthly) for varied benefits
6. Easy, intuitive navigation

Employee Access

1. View online pay stubs, W-2s and 1099s
2. Select their benefits options through open enrollment

3. New Hire entry of own data, i.e., personal data, beneficiary, emergency contact, Equal Employment Opportunity (EEO) race and ethnicity classifications, etc.
4. Management of employee's own personal information
5. Provide for ability for current employees to apply for positions electronically
6. Sign up for training, with a supervisory approval step
7. Access to company intranet, forms, handbook, etc.

Supervisory

1. Access employee records
2. Receive notifications of various events that impact employees
3. Create, run, and access various employee and departmental reports
4. Review and approve employee timesheets

Benefits Administration

1. Ability to upload files to benefit vendor systems for new hires, terminations, changes
2. Administering employee benefits and conducting open enrollment
3. Produce census
4. Customizable reports for census, self-billing
5. Must seamlessly integrate with the payroll system such that election changes update payroll deductions
6. Benefit plans
 - a. Customizable for open enrollment & employee changes
 - b. Checks/balances that prohibit employees from making unauthorized changes
 - c. Automatic premium updates for age and salary benefit calculations
 - d. Adjustment of insurance amounts when a salary increases/decreases
 - e. Group uploads for enrollments
 - f. Ability to handle calendar/fiscal/anniversary based benefit plans
 - g. COBRA Tracking/Billing
 - h. FMLA Tracking
7. Employee Benefit Statements

- a. Include both employee and employer costs for all applicable benefits
- b. Customizable
8. Online benefit enrollment
9. Reporting:
 - a. Benefit premium reports
 - b. HIPAA reporting

Training/Education

1. Schedule and manage diverse training – required, general, new hire orientation
2. Keep track of the participants
3. Audit required certifications/licenses/degrees

Performance

1. Set-up reminders for upcoming or past-due performance reviews
2. Create employee performance reviews templates
3. Allow employees to view their performance review history
4. Tracking and reporting for employee performance issues/disciplinary actions

Recruitment/Selection

1. Tracking from applicant to hire, including sourcing info, hire costs, etc.
2. Allow for separate classes (i.e. internships, volunteers, etc.)

Position Control/Budgeting

1. Manage salaries, pay grades
2. Entry and tracking of all status changes:
 - a. new hires
 - b. terminations
 - c. leaves
 - d. promotions
 - e. transfers and more
3. Production of organizational chart/hierarchy
4. Compensation planning tools

5. Position control such that system prohibits an employee hire/transfer if a position does not appear as "vacant"
6. Position allocation function

Compensation

1. Tracking employee salary and status changes over time
2. Analytical reports for budget and compensation studies and analysis
3. Ability to enter and track Supplemental Pay (i.e., Fire Fighters, Phone Allowance)
4. Report showing full cost of pay and benefits

General Administration

1. Configurable security levels for employee/manager/senior management access
2. Monitoring key information for compliance reporting, such as EEO-1, workers' compensation, workplace accidents, and OSHA forms
3. Viewing and reprinting employee pay stubs and W-2s
4. Managing security and user access to your company's critical HR data
5. Workflow Management: Easily track workflow processes online
6. Email alerts/notifications when an approval is needed or if a change has been made.
7. Audit trails
8. Asset management of assigned tools/equipment
9. I-9 tracking

Safety/Risk

Tracking of safety and worker's compensation information

History/Record Keeping

1. Unlimited history for each employee
2. On-line help screens available for all screens and processes
3. Corrections be made to historical, current, and future records
4. Effective accommodation of effective dating for future or past dates
5. Effective processing of multiple transactions for an employee when transactions all have the same effective date
6. System storage of scanned documents or picture images

7. System setup of non-employees or those who are non-paid (i.e. interns, volunteers)
8. Data archiving capabilities for inactive/terminated employees

Reporting

1. Provision of an integrated, user friendly, ad hoc report writing tool
2. Easy report generation from all fields available from all systems (payroll, HR, GL)
3. Flexibility for user to define selection criteria, data ranges, sorting and grouping options, and report output, so as to allow customizable reporting
4. Provision of both "point-in-time" as well as historical reporting capabilities
5. Ability to handle consolidated reporting across governments/organizations
6. Ability to schedule standard reports
7. Ability to save queries both "globally" as well as "personally" so that users are not inundated with a barrage of queries in the drop down list
8. EEO-1
9. Any other governmental mandated reports
10. OSHA
11. Ability to print single employee records
12. Workers Comp

Customer Service/Training

1. Provide a dedicated customer service representative and a designated back-up
2. On-site training for supervisors and employees on the time and attendance module, at least ten (10) different class cycles of same training for staff of over eighty (80) employees. Classes must be on at least four (4) separate days, including three (3) consecutive.
3. Two (2) on-site training sessions on time and attendance module each year for refresher training
4. On-site training for HR and Finance Department staff at least sixteen (16) hours on management and use of software
5. User tools for employees, managers and HR staff
6. In-person and online training materials provided for separate levels of usage (i.e., employee, manager system user)

PAYROLL PROCESSING

Employee categories

1. Provide a time and labor recording system consistent with FLSA that can accurately account for the following employees categories:
2. General employees non-exempt from the overtime rules in FLSA that requires payment of overtime worked in excess of forty (40) hours in a seven (7) day work week
3. General employees exempt from the FLSA overtime rules above
4. General employees may be also categorized as:
 - a. Permanent or temporary
 - b. Full-time (32 hours a week or more) or part-time
5. Public Safety employees:
 - a. Police officers (171 hours in 28-day FLSA work period)
 - b. Firefighters (212 hours in 28-day FLSA work period)

General Processing

1. Ability to successfully run a short bridge pay period between prior cutoff and our intended new bi-weekly schedule
2. Ability to process mass changes of variable amounts (such as charitable deductions, merit payments, etc.)
3. Ability for employees to update electronically W-4 forms, direct deposit elections, etc.
4. Ability to perform year-end corrections/adjustments as needed up to cut-off time for year-end W-2 generation
5. Ability to make one-time, recurring or term (specified number of pay periods) benefit deductions
6. Ability to allocate pay and/or hours of an employee between departments
7. Automated deduction payments for insurance, retirement, workers comp and other payments by City
8. Ability to provide for disaster recovery, both for the vendor site and our site
9. Hardware requirements and software licenses required by the vendor for each of our users must be specified and a cost provided for each license

Payroll Record Keeping

1. System must create a “permanent” record for each employee that will include information that does not change from pay period to pay period. The update of this record must be

limited and password protected. Each employee must be assigned a unique employee number that will remain unchanged while employed by the City. The number must be at least capable of five (5) digits (99,999 discrete numbers).

2. At minimum the permanent file will include items such as personal information (i.e., name, SSN, address, telephone number, emergency contact), and also payroll elections related to withholding (W-4), allotments, deductions and the like
3. It should be index-able by name, employee number and other criteria as defined by the City

Payroll Processing

Successful respondent must provide the following services:

1. The payroll company must accurately and timely process twenty-six (26) or twenty-seven (27) bi-weekly payrolls based on timeframe to be designated by the City
2. The company must be able to seamlessly accept payroll information from the City by time to be designated by City, and deliver earnings and leave statements and checks within two (2) days or less
3. Direct deposits must be posted to bank accounts on pay date or the day before pay date.
4. Payroll company must provide W-2 forms to City for distribution no later than second pay date in January
5. Prepare a quarterly form 941s and submit to the IRS by required quarterly deadline
6. Remit payroll taxes for FWIT and FICA (Social Security and Medicare) to IRS on bi-weekly basis within IRS prescribed time frames
7. Prepare special checks or accept manual checks for error correction purposes
8. Prepare and process required payroll interface with New World software, based general ledger system to provide for automated posting of accounting expense data
9. Prepare and remit garnishments and tax levies as required as part of each payroll cycle

Payroll Reporting

Prepare payroll reports and provide to the City the following as a minimum:

1. IRS forms filing
2. Leave and earnings report for each employee each pay period
3. Summary and detail leave report by department
4. Summary and detail earnings report by department
5. Summary and detail deduction reports by department
6. As required inquiry reports

7. Reports must be capable of being downloaded to an Excel file. Provision of reports in electronic storage format required.

Time Categories

1. Hours worked
2. Paid leave
 - a. PTOV – vacation leave
 - b. PTOI – illness (sick) leave
 - c. FMLA leave
 - d. Holiday leave
 - e. Administrative leave
 - f. Kelly days
 - g. Personal time
 - h. Bereavement
 - i. Jury Duty
 - j. Military
3. Non-paid leave
4. Administrative leave
5. FMLA leave
6. LWOP

Accruals

System must be able to handle multiple varieties of accruals as listed below. In addition, system must be able to also take on additional classes of employees in the future if City so desired (i.e., PT employees).

Vacation leave (PTOV)

General F/T employees:

1. No accrual first year. Full amount posted upon completion of one year from date of employment (anniversary date)
2. Thereafter PTOV accrues incrementally on a bi-weekly basis.
3. Accrues two weeks (10 days) in years two to five. Amount posted at end of each year.

4. Accrues three weeks (15 days) upon completion of year 6 and above
5. Employees may carry over each year, but cannot accumulate more than the total number of an employee's eligible annual hours. (for a seven (7) year employee, maximum accrual is 240 hours (6 weeks))
6. Unused accrued leave up to maximum payable upon separation

Personal Time

General F/T employees:

1. One (1) day granted annually, available for use January thru December
2. Available to new hires after 6 months completed
3. No carry over

Sick leave (PTOI)

General F/T employees:

1. Earn two days (16 hours) in first year of employment, however this is prorated based on date of hire (DOH) relevant to fiscal year
2. For new employees, PTOI is available for use after probation completed (6 months)
3. Thereafter sick time is available at the beginning of each fiscal year
4. Increases to five days (40 hours) in years two to 5
5. Increases to 10 days in year 6 and above
6. Sick Leave may be carried over annually to a maximum of 15 days
7. Unused accrued PTOI leave is forfeited upon separation

Holidays

We currently provide the following holidays to our employees. The system must account for them, as well as be able to add, or delete, holidays as needed.

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Independence Day (unless it falls on a Saturday or Sunday)
5. Labor Day
6. Thanksgiving Day

7. Day after Thanksgiving Day
8. Christmas Day (unless it falls on a Saturday or Sunday)

Implementation

Data conversion of payroll files from current vendor:

1. Timeline for conversion and implementation of new system must be provided
2. List of vendor team that will be assigned to this task, including the designated project manager
3. To include assistance in setting up payroll record for each existing employee



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8852

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Dwight L. Baker, Director of Human Resources & Risk Management

RE: Workers' Compensation Renewal 2021 - NFP

PURPOSE: Approval of Workers' Compensation offerings by the City's Workers' Compensation Broker, NFP, effective July 1, 2021, and further, to authorize the City Manager to execute all documents necessary to change corresponding carrier and vendor partnerships.

REASON: A Third-Party Administrator (TPA) for Workers' Compensation Claims Administration is needed to manage the City's workers' compensation injury program effectively. The City's benefits consultant conducted a complete renewal and marketing analysis to evaluate all viable carrier and funding options to yield savings and enhanced workers' compensation options.

RECOMMENDATION: NFP is recommending Option 1 on the enclosed renewal proposal documentation from Midwest Casualty. The only substantive change is an increased deductible for the police and fire service from \$550,000/claim to \$750,000/claim, which multiple carriers advised is in line with the market. NFP is also recommending PMA remain as the TPA service for College Park.

BACKGROUND: The current contract expires June 30, 2021. NFP, College Park's Workers' Compensation broker, marketed the workers' compensation insurance program to the six leading municipality carriers, including the incumbent carrier, Midwest Casualty (Berkley Insurance). Significant civil unrest in 2020 nationwide has led to market hardening conditions that have limited carrier appetite.

NFP is recommending maintaining both the carrier and third-party administrator (TPA), PMA. Both renewal options are outlined in the attached renewal documentation. PMA's TPA renewal has been provided for a three-year term with no increase in cost from the

last renewal term. NFP is recommending Option 1 on the enclosed renewal proposal documentation from Midwest Casualty. The only substantive change is an increased deductible for the police and fire service from \$550,000/claim to \$750,000/claim, which multiple carriers advised is in line with the market.

YEARS OF SERVICE: Not Applicable

COST TO CITY: \$131,672 fixed cost premium for workers' compensation and a deductible/claim, outlined in the attached renewal documentation. In addition, the TPA service has an annual cost of \$16,700/year which is the same as the last three-year term.

BUDGETED ITEM: This is a budgeted item.

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: All City Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable

STAFF: All City Departments

ATTACHMENTS:

- MEC Claims Services Overview (PDF)
- MEC_Claims_Advantage (PDF)
- 21 22 WC Proposal - NFP (PPTX)

Review:

- Dwight L. Baker Completed 05/11/2021 5:12 PM
- Rosyline Robinson Completed 05/12/2021 10:28 AM
- Mercedes Miller Completed 05/12/2021 10:57 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM



Claims Services

Midwest Employers Casualty offers comprehensive claim services to ensure our clients receive personalized service throughout the claim process.

Best-In-Class Claims Team

Our clients have access to the most experienced and respected excess workers' compensation claim professionals in the industry. Our in-house staff includes:

- Chief Medical Officer — oversees cases and performs medical reviews to determine appropriateness of care.
- Medical Management Consultants — experienced catastrophic claims nurses that work with the employee and their families to advocate for the injured employee and to secure the best care available, and achieve the best possible outcome for the employee.
- Specialized Analysts and Attorneys work in partnership to manage legal issues.

Claim Consultation

Our consultative claim team will meet with our insureds to discuss claims and work to find the best possible solutions. We'll work to find solutions for these complex workers' compensation claims, often well within their retention.

Medical Centers of Excellence

We have network contracts to secure the transfer of the injured worker to a medically appropriate center of excellence.

Pharmacy Management

Clients are able to save on Pharmacy Benefit Management (PBM) by leveraging our buying power. Our PBM also provides excellent clinical services to ensure proper utilization and conversion to generics. We utilize strategic partners to manage costs on the most complex cases, resulting in significant lifetime savings.

Medicare Set-Aside (MSA) Optimizer

Our MSA certified Medical Management Consultants and Attorneys review vendor prepared MSAs to ensure they are consistent with medical records and comply with Medicare protocols. We identify cost mitigation opportunities to drive down the cost of the MSA, making settlement more cost-effective.

Medical Cost Mitigation

We partner with premier vendors to negotiate discounts on the significant cost drivers on large claims, including but not limited to:

- Hospital and surgical bills
- Durable medical equipment
- Attendant care rates
- Prosthetics
- Long-term facility rates
- Home modifications

Chronic Pain Management

Injured workers often need a variety of interventions to help them cope with their injuries. We partner with Functional Restoration Centers of Excellence that specialize in treating and helping the most seriously disabled workers. Our experts can evaluate each case individually and recommend the best and most cost-effective long-term solution for each injured worker.

Settlements

Our Staff Attorneys work with you to identify loss mitigation opportunities, develop aggressive settlement strategies, and can work with your defense counsel or negotiate directly with the injured employee's counsel to achieve optimum settlement results at no additional cost.

XCEL Analytics®

XCEL Analytics® helps identify claims likely to escalate within the self-insured retention. With an emphasis on early identification of potential large-loss claims, we assist the adjuster by identifying claims with actionable opportunities for achieving better outcomes.



Visit www.MECasualty.com to learn more.



The MEC Claims Advantage

Midwest Employers Casualty's (MEC) value extends well beyond risk transfer. As a major excess insurer for self-insured employers, we fully understand the challenges this business line presents. We have responded by developing innovative approaches to deal with these challenges by combining predictive analytics and targeted claim and medical interventions on complex claims. Our innovative processes save our clients substantial dollars within the insured's retention while enhancing the outcome for the most seriously injured workers. Here's how:

The MEC Difference

We are more than a reimbursers, we are complex claim experts. We believe these types of claims can be managed effectively by bringing together the right expertise and resources with a collaborative and persistent team approach.

- Complex claims are not defined by the SIR; MEC is here for our clients when they need our help regardless of the SIR
- Our proactive approach allows us to involve our expertise both below and above the SIR
- Our goals are aligned with our client's, to lower their total cost of risk and extinguish the claim's liability

Catastrophic Claim Management

- Our collaborative approach brings our clients and their claim handlers together with MEC's claims, legal, and medical expertise to jointly resolve challenging complex claim issues
- Specialized catastrophic and migratory claims teams
- Low caseloads that allow for meaningful interventions
- Building relationships with clients and their claim handlers
- Vetted vendors and resources that operate effectively in the complex claim handling space

XCEL Analytics®

- Our models provide earlier identification of problematic claims and their loss drivers, allowing for meaningful interventions before a claim gets out of control
- We can run our models against prior non-MEC policy years
- Complimentary approach with existing TPA analytics
- Helps clients and their claim handlers devote limited resources to the most problematic claims

Collaboration With MEC

Our resources are your resources. If you're looking for innovative ways to help clients lower their total cost of risk, we can help. Contact us today to learn more!



Visit www.MECasualty.com to learn more.

**PROPERTY & CASUALTY
PROPOSAL FOR**



City of College Park

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

Prepared by:

Evan Taylor

Senior Vice President

T: (704) 927-7115

E: evan.taylor@nfp.com

May 11, 2021



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IMPORTANT INFORMATION

Please review the proposal carefully as terms and conditions may differ from your current insurance program and also differ from the insurance specifications submitted by you or your representative. The following proposal is intended to be a summary of coverages only. The actual details of coverage, as well as the general terms and conditions, cancellation provisions, and exclusions affecting such coverage, are subject to the actual policy forms. This proposal is an offering of the insurance coverage herein described. All premiums and proposed coverages are based on information provided by you at the time of quotation and are subject to adjustment.

When this proposal contains references to liability limits, note that other limits may be available. Please advise us if you would like alternate liability limits. Please note that limits may extend through excess and/or umbrella policies and this should be factored into your decision concerning the appropriate limits.

When this proposal contains references to property limits it is understood that it is the insured's responsibility to determine the replacement cost of such property and to select an appropriate limit. We can assist in helping to determine property values however the ultimate decision on limits is the insured's.

It is important that your insurance company fully understands the nature of your business. Activities other than those specifically insured may not be covered. Please contact us immediately if you need to arrange proper coverage for your new/additional business activities.

INSURANCE COMPENSATION DISCLOSURE

As an insurance broker/agent, NFP Property & Casualty Services, Inc. (NFP P&C) is licensed as an insurance broker/agent, in all fifty states. Our insurance producers are authorized by their license to confer with the insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

NFP P&C may receive compensation in the form of commissions of either a specific dollar amount or a percentage of premium set at the time of the purchase, renewal or servicing of a particular insurance policy; therefore, the amount of commissions we receive will depend on the policies and the insurance company you select. We may also receive contingent commissions based on the volume of business placed with the insurance company, the profitability of that business and other factors. We generally do not know if a contingent payment will be made, or the amount of any such contingent payment, at the time the insurance contract is placed with an insurance company. In addition to the compensation that NFP P&C receives, our corporate parent or affiliates may receive contingent payments from insurance companies based on factors that are not client-specific, such as the performance or size of the overall book of business produced with an insurance company. We may also participate in insurer-sponsored events such as trips, seminars, and advisory council meetings, based on the volume of business placed with the insurance company you select.

You may receive information about NFP P&C's expected compensation on the policy or policies you select and about any policies we have presented to you which you did not select by asking for the information.

Should this proposal recommend the use of surplus lines carriers, please be aware that these carriers may not be eligible for financial insolvency protection in the same manner that admitted carriers could be protected. This could lead to potentially uninsured exposure. Also, please be aware that NFP P&C is under no obligation to monitor any financing obligation of your premium or any matter related to premium billing conducted directly by any carrier(s).



SERVICE TEAM MEMBERS

TEAM MEMBER CONTACT INFORMATION	RESPONSIBILITIES
<p style="text-align: center;">EVAN TAYLOR</p> <p><i>Phone:</i> (704) 927-7115 <i>Fax:</i> (704) 523-0024 <i>Email:</i> evan.taylor@nfp.com</p>	<p style="text-align: center;">RISK CONSULTANT</p> <p><i>Ultimately responsible for your satisfaction with our service. Represents your firm's interest and exposures to the insurance community. Coordinates the services provided by your team members and ensures that the services are delivered in a fashion that meets or exceeds the expectation of our clients.</i></p>
<p style="text-align: center;">KETURAH REED</p> <p><i>Phone:</i> (704) 927-7129 <i>Fax:</i> (704) 523-0024 <i>Email:</i> keturah.reed@nfp.com</p>	<p style="text-align: center;">ACCOUNT EXECUTIVE</p> <p><i>Responsible for the day-to-day administrative insurance needs. Manages the execution of your Certificates of Insurance. Oversees quality control services by verifying your policies are accurate and in accordance with binders, endorsement requests etc.</i></p>
<p style="text-align: center;">TINA REIFF</p> <p><i>Phone:</i> (704) 479-6066 <i>Mobile:</i> (803) 605-9418 <i>Email:</i> tina.reiff@nfp.com</p>	<p style="text-align: center;">CLAIMS COORDINATOR</p> <p><i>Responsible for the coordination of claims reporting for our insureds to the insurance company. Educates and assists our insureds with the entire claims process.</i></p>



NAMED INSURED

City of College Park



LOCATION SCHEDULE

3667 Main Street College Park, GA 30337

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.



WORKERS' COMPENSATION

CARRIER Midwest Employers Casualty Company
A.M. BEST RATING A
POLICY PERIOD 6/1/2021 to 6/1/2022

PART I – WORKERS' COMPENSATION

Statutory Limits
 States Covered: GA

PART II – EMPLOYERS LIABILITY

COVERAGE	LIMIT
Each Accident	\$1,000,000
Disease – Policy Limits	\$1,000,000
Disease – Each Employee	\$1,000,000

PART III– OTHER STATES

Other States Covered: N/A

RATING INFORMATION

LOC. #	STATE	CLASS CODE	CLASSIFICATION	ESTIMATED ANNUAL PAYROLL
1	GA	8810	Clerical Office Or Library Employees	\$4,307,973
1	GA	7710	Firefighters And Drivers *	\$2,874,607
1	GA	7720	Police Officers *	\$4,507,199
1	GA	9015	Buildings-Operations By Owners	\$3,005,903
1	GA	8831	Hospital-Veterinary	\$68,842
1	GA	9403	Garbage/Refuse/Debris Removal	\$748,531
1	GA	9410	Municipal Employees	\$982,752
1	GA	5506	Street Or Road Construction	\$313,422
1	GA	7520	Waterworks Operations	\$625,227
1	GA	7539	Electric Light And Power	\$669,389
1	GA	8601	Engineering/Architect-Consulting	\$65,000
1	GA	8292	Storage Warehouse	\$48,260
1	GA	9402	Street Or Sewer Cleaning	\$31,939
1	GA	8742	Salesperson-Outside	\$250,769



ENDORSEMENTS, LIMITATIONS, WARRANTIES AND EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- Coverage Territory limited to the United States unless otherwise specified.
- Exclusions
 - Aircraft Operations

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

AUDIT PROVISION

The premium quoted is auditable and there may be charges for additional exposures however, the premium will never fall below the minimum premium per classification.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when they request them.



WORKERS' COMPENSATION – CLAIMS HANDLING TPA

CARRIER PMA Companies
A.M. BEST RATING A+
POLICY PERIOD 6/1/2021 to 6/1/2022

CONTRACT TYPE	EXPIRING TERM	YEAR 1	YEAR 2	YEAR 3
Flat Fee	\$16,700	\$16,700	\$16,700	\$16,700
Bundled Services				
Claims Handling	Included	Included	Included	Included
Annual Administration Fee	Included	Included	Included	Included
Cinch, 3 users (\$500 each extra) / year	Included	Included	Included	Included
Unbundled Services				
Tele/On-Site Case Management / hr	\$98	\$98	\$98	\$98
Custom/ IS Reporting/ hr	\$95	\$95	\$95	\$95
Risk Control Services / hr	\$135	\$135	\$135	\$135
Cost Containment fee, % savings (excluding Fee/UCR)	25%	25%	25%	25%
Subrogation Recovery Fee	15%	15%	15%	15%



PREMIUM SUMMARY 2021-2022

POLICY TERMS	EXPIRING POLICY	OPTION 1 MIDWEST EMPLOYERS	OPTION 2 MIDWEST EMPLOYERS	OPTION 3 MIDWEST EMPLOYERS
Specific:				
Retention (All Class Codes)	\$550,000	\$550,000	\$600,000	\$650,000
Retention for Fire Fighters*	\$550,000	\$750,000	\$750,000	\$750,000
Retention for Police Officers*	\$550,000	\$750,000	\$750,000	\$750,000
Aggregate Limit				
Rate as a % of Normal Premium	293.42%	339.42%	339.42%	339.42%
Estimated Aggregate Retention	\$2,012,189	\$1,663,416	\$1,663,416	\$1,663,416
Aggregate Loss Limitation	\$500,000	\$500,000	\$500,000	\$500,000
Rating Base				
Estimated Annual Payroll	\$22,378,593	\$18,499,813	\$18,499,813	\$18,499,813
Estimated Manual Premium	\$685,771	\$490,076	\$490,076	\$490,076
Premium				
Total Estimated Policy Premium	\$128,994	\$114,972	\$109,924	\$104,484
Policy Minimum Premium	\$116,094	\$103,475	\$98,932	\$94,036
Deposit Premium	\$128,994	\$114,972	\$109,924	\$104,484
Terrorism – Included In Totals Above	\$3,870	\$3,449	\$3,298	\$3,315
TPA Service - PMA	\$16,700	\$16,700	\$16,700	\$16,700
TOTAL ESTIMATED ANNUAL PREMIUM	\$145,694	\$131,672	\$126,624	\$121,184

Terrorism Option – Due to the Terrorism Risk Insurance Act of 2002, you now have the right to purchase coverage for losses arising out of the Acts of Terrorism, as defined in Section 102 (1) of the act. Under Federal Law you may purchase this terrorism coverage for an additional premium not included in this quote. We will require written confirmation at the time of binding if you elect or reject this coverage.



MARKETING SUMMARY

CARRIER	MARKET FEEDBACK
Travelers	Declined; Must write all lines of coverage
Safety National	Not competitive
Liberty Mutual	Declined; No fire/police payroll allowed
Hartford	Not competitive
United Heartland	Declined; No fire/police payroll allowed



PAYMENT OPTIONS

Midwest Employers Casualty Company – Agency Billed by NFP – Full Pay

PMA Funding Options

	TRADITIONAL ESCROW	DIRECT FUNDING ACH DEBIT
<i>Required Escrow</i>	3 months of estimated claims payments and loss adjustment expenses	<ul style="list-style-type: none"> • Zero: Daily funding only • Weekly funding: Two weeks of estimated claims payments and loss adjustment expenses • Monthly funding: 45 days of estimated claims payments and loss adjustment expenses
<i>Source of Loss Funding</i>	Escrow account held by PMA	Client's checking account
<i>Monthly Billing</i>	Escrow replenishment and loss handling fees	Loss handling fees
<i>Required Banking Documentation</i>	None	Authorization to Access Account form

Traditional Escrow

This option is available to all large deductible and self-insured clients. With this option, the client will provide PMA with an escrow of three months of estimated paid losses and loss adjustment expenses. PMA will pay for the claims throughout the month with this account. At the end of the month, PMA will bill the client for losses and loss adjustment expenses paid along with the appropriate claims handling fees (if applicable). The client will also receive detailed loss reports showing all claims activity for the month and a cumulative claims summary report by policy/contract.

Direct Funding – ACH Debit

This option is available to all large deductible and self-insured clients. With this option, the client will receive a daily, weekly, or monthly electronic communication from Wells Fargo Bank with the total claim checks issued that day, week, or month. On the next business day, Wells Fargo will initiate an ACH transfer to deduct the previous days' (weeks'/months') claims from the client's bank account. Payment is deposited directly into a sub-account, which is unique to the client. At month-end, the client will receive an AMPS billing statement for the loss-handling fees. The client will also receive detailed claims reports showing all activity for the month and a cumulative claims summary report by policy/contract. Reimbursement by check or client-initiated wire transfer/ACH transfer is required for payment of all fees.

ACH Debit customers must fill out and sign the Authorization to Access Account form in duplicate and forward to the Credit/AMPS Department.

Direct Deposit

- PMA offers eligible injured workers direct deposit of indemnity payments into their bank accounts



BINDING REQUIREMENTS

- Signed Workers Comp Application

Note – This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.



CITY OF COLLEGE PARK COVERAGE CHECKLIST

E=Exposure May Exist C=Coverage Exists Q=Obtain Quote *Note if Increased Limits Desired on any Coverage* Indicators: Y=Yes or N=No

PROPERTY	E	C	Q
Buildings			
Contents			
Improvements and Betterments			
Property of Others			
Property Off Premises			
Outdoor Property/Underground Property			
Computer Equipment/Software			
Bus. Income/Extra Expense/Rental Income			
Backup Sewer/Drain			
Spoilage			
Mortgage/Leasehold Interest			
Boiler and Machinery/Equipment Breakdown			
Building Ordinance or Law			
Earthquake			
Flood			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass/Signs			
Fencing			
CRIME			
Employee Dishonesty – 1st Party			
Employee Dishonesty – 3rd Party			
ERISA			
Money and Securities			
Forgery or Alteration			
Valuable Papers			
Accounts Receivable			
Computer Fraud			
INLAND MARINE			
Contractors Equipment			
Builders Risk			
Installation Floater			
Mobile Equipment			
Rented or Leased Equipment			
Employee Tools			
Bailee Coverage			
Property in Transit			
Motor Truck Cargo			
Ocean Cargo			
PROFESSIONAL/MANAGEMENT LIABILITY			
Directors and Officers Liability			
Fiduciary Liability			
Cyber Liability			
Professional Liability Errors and Omissions			
Employment Practices Liability/Incl. 3 rd Party			

LIABILITY	E	C	Q
General Liability			
Products Liability			
Employee Benefits Liability			
Liquor Liability			
3rd Party Discrimination			
Pollution Liability			
Products Recall			
Warehouse Legal Liability			
Watercraft Liability			
Excess Liability/Umbrella			
Owners/Contractors Liability			
AUTOMOBILE			
Auto Liability			
Uninsured/Underinsured Motorist			
Hired-Non Owned Auto Liability			
Hired Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Rental Reimb. – Private Pass Vehicles			
Personal Injury Protection (PIP)			
Garage Liability			
Garage Keepers Liability			
Garage Dealers Physical Damage			
Truckers Liability			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
Owners Included			
Stop Gap Liability			
USL&H			
Jones Act			
MISCELLANEOUS			
International Exposure			
Kidnap and Ransom			
Credit Insurance			
Travel Accident			
Mold/Fungi			
Subsidence			
EFIS			
Terrorism			
Aircraft Owned/Non-owned			
Surety (Bonds)			

Discussed with: _____
 Place Performed: _____
 Producer Signature: _____
 Date/Time: _____



BEST'S FINANCIAL STRENGTH RATING GUIDE

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

For the most current version, visit www.ambest.com/ratings/index.html. BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission. Copyright © 2019 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED. Version 121719



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8826

DATE: May 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: City Emergency Warning Siren Upgrades

PURPOSE: Seeking Mayor and Council's approval to upgrade the current Emergency Warning Sirens.

REASON: The current sirens were installed in 1997 and have reached the end of life expectancy.

RECOMMENDATION: Mayor and Council approval

BACKGROUND: The current Sirens are over 24 years old. Over the past few years, there have been several malfunctions. During the inclement weather incident a few weeks ago, the sirens malfunctioned due to aged equipment.

With the upgrades, the warning sirens will automatically activate when the National Weather Service send their signal for this area.

YEARS OF SERVICE: N/A

COST TO CITY: Approximately \$71,340.83

BUDGETED ITEM: No; Funding will be acquired via department internal budgetary savings

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Citywide

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- Quote- MCA Siren Upgrade Package 5.6.2021 (Emergency Warning Sirens) (PDF)
- Quote- MCA Control Station Package 5.6.2021 (Emergency Warning Sirens) (PDF)
- Motorola++NASPO+Public+Safety+Two-Way+Radios_SWC+Information+Sheet+JUNE+2021 (PDF)
- sole source justification college park ga (PDF)

Review:

- Wade Elmore Completed 05/06/2021 3:18 PM
- Purchasing Completed 05/06/2021 4:47 PM
- Finance Completed 05/09/2021 11:39 PM
- Rosyline Robinson Completed 05/10/2021 3:51 PM
- Mercedes Miller Completed 05/12/2021 10:53 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM



MOBILE COMMUNICATIONS AMERICA, INC.
2241 TUCKER INDUSTRIAL ROAD
TUCKER, GA 30084
Phone: 404-284-8115
Fax: 404-284-8299

QUOTATION
245000490

Bill To:
College Park GA City of
3717 College Street
Cathy Tedford
College Park, GA 30337

Ship To:
College Park GA Fire Dept
3717 College Street
Cathy Tedford
College Park, GA 30337

Contact:
Contact #:

Contact: CAPT WILLIFORD
Contact #: 404-761-3131,239

Table with 3 columns: Date: 09/18/2019, Customer #: 102368, Terms: NET 30 DAYS

Main table with 6 columns: Qty, Item, Description, U/M, Unit Price, Extended. Contains 3 line items for equipment and labor.

Accepted By: _____ Date: _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Sharon Forness
Phone #:
Email: sharonforness@callmc.com

Subtotal : \$68,040.83
Tax :
Total Quote : \$68,040.83

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.



MOBILE COMMUNICATIONS AMERICA INC. TERMS AND CONDITIONS

MCA" & "Company" shall mean Mobile Communications America, Inc. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: Mobile Communications America, Inc.'s acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such



amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Delaware and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Delaware. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 30 days after date of invoice.
- B. Over \$50,000.00 require the below Milestone payments:
 - 40% down at order entry
 - 50% at shipment
 - 10% within 30 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

NON-STANDARD PAYMENT TERMS: Subject to convenience fees.

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

LATE FEES:

If payment is outstanding after a 7 day grace period, 1.5% of the total past due amount will be added to the balance.

All quotations reflect U.S. Dollars.

All payments must be made in U.S. funds.

TAXES: The prices stated in this order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Delaware. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment



associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

- B. REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.

C. LOGOS AND TRADEMARKS:

The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.
- B. INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.



4116 First Avenue North
 Birmingham, AL 35222
 Phone: 205-591-8804 Fax: 205-595-8999
www.callmc.com

Quote

Date: 05/05/21
Quote #: 050121A
Quote Prepared By: Sharon Forness
Office Phone:
Cell Phone: 404-561-2535
Email Address: sharon.forness@callmc.com

To: Colleene Mark
Address:
City:
State:
Zip:
Attn: Chief Elmore
Re: Control Station Mackale

Ln	Qty	Description	Price Each	Line Total
1	1	Control Station Mackale to include: Radio, Power Supply, Surge Protection, Line Kit and Antenna	2,000.00	2,000.00
			Equipment Total	2,000.00
			Installation	500.00
			Fcc Licensing	
			Freight	
			Total	2,500.00

Scope of work:

Thank you for your Consideration

Terms and Conditions dated 3/4/2020 are attached and integral to this quotation. Taxes, if applicable, are not included. If you are a new customer and are tax exempt, please notify us of your exempt status at the time of acceptance. All quotes are valid for 30 days. If you have a purchase order, please send along with the accepted quote.

I accept the above quotation and agree to be bound by the terms and conditions.

 Authorized Buyer Signature

 Date

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

DEFINITIONS: "MCA" & "Company" shall mean Mobile Communications America. "Customer" & "Buyer" shall mean the customer named herein & "Products" shall collectively mean the equipment, parts, services & software referred to in the agreement.

CONDITIONS OF ACCEPTANCE OF ORDER: MCA's acceptance of this order is expressly conditioned upon buyer's consent to the terms and conditions of sale as contained herein. This Agreement contains all of the terms and conditions of this purchase and sale. If these terms and conditions are not acceptable to buyer, buyer must so notify MCA prior to order placement by specific written objection. Buyer's consent to these terms and conditions will be inferred upon buyer's acceptance of a quote from MCA unless written objections are received prior to order placement. No waiver, alteration or modification of this Agreement shall be binding on MCA unless in writing and signed by an Executive officer of MCA.

CANCELLATION: In case of cancellation prior to delivery, customer will be charged and agrees to pay 20% of the total order, and in addition, pre-site and/or engineering charges as quoted, or at prevailing rates, will be invoiced to Customer. The order is not cancelable after delivery. Cancellations must be provided in writing. Special order items may not be cancelable depending on third party vendor terms and conditions. Programmed equipment is not returnable according to some Manufacturer's guidelines & therefore a cancellation or return may not be accepted by MCA in these instances.

DELIVERY: Unless otherwise specifically provided, delivery of all items shall be FOB seller's shipping facility or at seller's option, FOB point of manufacture. Ground shipment charges will be prepaid and added to invoice. Title and risk of loss or damage shall pass to buyer upon seller's delivery of the goods to a common carrier or other delivery agency for shipment to buyer. Standard commercial packing for domestic ground shipment is included in the FOB price. Insurance is not included in the price unless requested by buyer at the time of order placement. It shall be the responsibility of the buyer to file claims with the carrier for loss or damage to goods while in transit. Absent specific instructions, we will select the carrier for shipment, but by doing so, will not thereby assume any liability in connection with shipment nor shall the carrier in any way be construed to be our agent. MCA shall not be liable for any damages or penalty for delay caused solely by transportation or failure to give notice of such delay. The seller shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, acts of the buyer, acts of civil or military authority, judicial action, default of subcontractors or vendors, priorities, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary labor or materials. In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.

SHORTAGES AND DEFECTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the product. Any claim of shortages or defects must be made within 3 days of delivery. Claims must be provided to seller in writing & must inform MCA of the specific reason for rejection. Buyer shall afford seller prompt and reasonable opportunity to inspect all materials against which any claim is made. Buyer shall not return any equipment to seller without prior authorization. After MCA has reviewed the rejection notice & authorized the return, buyer will return the unit to MCA in the same condition as when it was received. All returns must be in the original container & packing along with all accessories & instructions included must be shipped freight prepaid.

TERMS AND METHODS OF PAYMENT: Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If installation or shipments are delayed by the buyer, payments shall be made due on the date when the company is prepared to make shipment or to install products. Products held for the buyer shall be at the risk and expense of the buyer. Products shipped as exchanges will be invoiced for full value until the product exchange is complete and product has been returned to MCA in good and working condition, only then will full value credit be given to buyer. If, in the judgment of the seller, the financial condition of the buyer at any time does not justify continuance of

performance or shipment on the terms of payment specified, the seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of the buyer, or in the event any proceedings are brought by or against the buyer under the bankruptcy or insolvency laws, the seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

Customer grants to MCA a purchase money security interest in the goods or supplies, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the goods and supplies shall pass to Customer and MCA's security interest shall be terminated. Any invoiced amount which is not paid in accordance with the terms & conditions of this Agreement shall be considered overdue. MCA shall be entitled, without prejudice to any other rights or remedies, to charge buyer with interest at the rate of the lesser of 2% per month or partial month or the maximum interest rate permitted by the governing law of the Agreement on any overdue payment. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum issued by MCA to buyer prior to the due date of the outstanding invoice. Upon any default or breach by Customer hereunder, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Customer's premises and repossess and remove any equipment goods or supplies, including any software, sold hereunder if full payment has not been received by MCA. Any controversy or claims arising under this Agreement or under any contract or order to which the terms and conditions of the Agreement apply, which is not settled by agreement of the parties, shall be exclusively subject to the Laws of the State of Alabama and jurisdiction to which buyer consents shall be exclusively in the courts of the State of Alabama, County of Jefferson. In the event that MCA brings an action for collection of any overdue amount payable under this contract, buyer shall pay the cost of collection including reasonable attorney's fees.

STANDARD TERMS: If Customer has not established preliminary credit with MCA, prepayment of full amount is required.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within 10 days after date of invoice.
- B. Over \$50,000.00 – 30% down at order entry
60% at shipment
10% within 10 days of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to order acceptance.

All quotations reflect U.S. Dollars.
All payments must be made in U.S. funds.

TAXES: The prices stated in this order do not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the goods sold will be added by seller to the sales price and shall be paid by the buyer, unless buyer provides seller with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Customer shall pay to MCA the full payment of any such increase no later than 10 days after receipt of invoiced charges.

GENERAL: The buyer shall not assign this order or any interest therein or any rights hereunder without the written consent of the seller, and any such assignment shall be void. In no event shall any claim for special or consequential damages be made by either party. The seller will comply with all applicable federal, state and local laws. Any provisions or conditions of the buyer's order which are in any way inconsistent with or in addition to these standard conditions of sales (except additional provisions specifying quantity, character of the product ordered and shipping instructions) shall not be binding on the seller and shall not be considered applicable to this sale. No

MOBILE COMMUNICATIONS AMERICA - TERMS AND CONDITIONS

additions to or modifications of any of these provisions shall be binding unless made in writing and signed by an executive officer of the seller. All such requests must be made within 10 days after Seller's receipt of the order to receive consideration. The validity hereunder shall be governed by the laws of the State of Alabama. The terms of sale shall be as outlined on this document, any terms or conditions not authorized by MCA will be void.

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the right and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such future performance shall continue in full force and effect.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for Manufacturers certain exclusive rights, in the Manufacturer's Software, mask works and other works of authorship furnished hereunder, including without limitation the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in and redistributed with only the Equipment associated with same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Customer acknowledges Manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of Manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Equipment. Since unauthorized use of such Manufacturer's Software and Equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:**
The Products shipped under the Terms and Conditions of the Agreement may carry Manufacturer's logo or such other logo as expressly agreed to by Manufacturer. No buyer, without the express written consent of Manufacturer, shall have the right to use any such trademarks, names, slogans, or designations of Manufacturer in the sales, lease or advertising of any products or on any product. They may also not be used on product containers, component parts, business forms, sales, advertising and promotional materials or any other business supplies or materials whether in writing, orally or otherwise.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications, Customer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of Customer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY:** Except for personal injury and except as provided for in the section "PATENT, COPYRIGHT AND TRADEMARKS", MCA's total liability arising out of or related to this Agreement whether for breach of contract, warranty, MCA's negligence, strict liability in tort, or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. Customer's sole remedy is to request in writing that MCA at its option either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, MCA's negligence, strict liability in tort or otherwise, will MCA be liable for incidental, special or consequential damages. This includes, but is not

limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities, or services, downtime cost, or any claim against Customer by any other party.

- B. **INSURANCE:** It is further understood that MCA is not an insurer and that Customer shall obtain all Insurance, if any, that is desired and that MCA does not represent or warranty that MCA products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the products sold herein.
- C. **NO REPRESENTATIONS:** MCA's representatives are only authorized to fill in the blanks on this sales order or quote form with the information requested. Any and all representations, promises or statements by MCA representatives that differ in any way from the Terms and Conditions of this sales order, and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Customer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.
- D. **WARRANTY AND DISCLAIMED WARRANTIES:** As part of the Agreement MCA has provided Customer with the equipment Manufacturer's warranty and if applicable, it's Software License and Software Warranty which, to the extent applicable, are incorporated into and made a part of this Agreement. These warranties are given in lieu of all other warranties expressed or implied, which are specifically excluded, including, without limitation, implied warranties of merchantability and fitness for a particular purpose & noninfringement. Customer hereby acknowledges receipt of such warranties and license. Warranties are extended to the original End User of the Products and are not assignable or transferrable to any later purchaser. MCA does not warrant that the operation of the products will be uninterrupted or error-free, or that defects in the products will be corrected. No oral or written representations made by MCA or an agent thereof shall create a warranty or in any way increase the scope of this warranty. MCA does not warrant any products that have been operated in excess of specifications, damaged, misused, neglected or improperly installed by another vendor. All labor warranties in relation to installation or repairs made by MCA will be in effect for 30 days after such work is completed. All claims against MCA's labor warranty must be made in writing prior to the end of the 30 day warranty period & must identify specific labor defects. MCA will require a reasonable period to assess and correct the installation or repair warranted. All terms of limitations of MCA's liability under section "Limitations, A" apply to labor as well as product warranties. In addition, labor and travel charges incurred by MCA may not be covered under the Manufacturer's warranty. In such cases, buyer will be responsible for any related charges not covered by the Manufacturer or their warranty. Manufacturer Warranties on equipment, parts and/or software may not cover removal of defective products or reinstallation of repaired/replaced products. Customer shall be responsible for delivering defective products to MCA for warranty service. Customer shall be responsible for reinstallation of repaired/replaced products. MCA reserves the right to charge customer according to MCA's standard rates for any removal or reinstallation under warranty service.
- THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.**



Statewide Contract Number	9999-SPD-NVPWA06913-0004	NIGP Codes	72688, 72689, 72690, 93972, 72616
Name of Contract	NASPO Public Safety Two-Way Radios		
Effective Date	January 28, 2019	Expiration Date	June 30, 2021
Contract Table of Contents			
Suppliers Awarded	4	Contract Information:	Convenience
Contract Information for Supplier			Page Number
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Additional Contract Information			
<u>Item Schedule</u>			3
<u>Ordering Instructions</u>			3
<u>Contract Renewals/ Extensions/ Changes</u>			4
<u>DOAS Contact Information</u>			4

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-NVPWA06913-0004
Contract Name	NAPSO Public Safety Two-Way Radios
PeopleSoft Supplier Number	0000008244
Supplier Name & Address	
Motorola Solutions 1700 Belle Meade Court Lawrenceville, GA 30042	
Contract Administrator	
Philip Landgrebe Philip@motorolasolutions.com	
Contact Details	
Ordering Information	Refer to the Authorized Reseller/Partner List in Team Georgia Marketplace. https://www.motorolasolutions.com/en_us/product-catalog-search.html
Remitting Information	As invoiced
Delivery Days	Varies by product
Discounts	In discount schedule document
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government

Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.
Return Process	Contact local representative
Special Quote/High Volume Process	Contact local representative

Item Schedule

Products and Pricing:

See Team Georgia Marketplace for State products and pricing or contact supplier directly.

Availability and Special Instructions:

The use of new radio frequencies requires the review by the telecommunications personnel of the State of Georgia. Please call Ralph Bevan at 404.656.2042 for information regarding this process.

Ordering Instructions:

Orders may be placed by utilizing Motorola's authorized reseller/partner list located in Team Georgia Marketplace. However, a copy of the invoice for work completed must be sent to the DOAS Contract Management Specialist if the authorized reseller/partner is not set up in the Peoplesoft. Upon receipt of the invoice, DOAS team will take the required steps to set the reseller/partner up in Peoplesoft so that payment can be made. **Motorola prefers that payment is made to the reseller/partner performing the work.**

Contract Number: SWC980-2800008

Orders should be mailed or emailed to:

Motorola Solutions
1700 Belle Meade Court
Lawrenceville, GA 30042 Attn:

https://www.motorolasolutions.com/en_us/product-catalog-search.html

Payments should be mailed to:

Motorola Solutions
P.O. Box 404059
Atlanta, GA 30384

Orders will be shipped within 45 days after purchase release order is received.

Payment Terms: Net 30 days

Warranty Period: One-year parts, labor and shipping. During the warranty period, agencies must return problem equipment to any authorized Motorola service center in Georgia. Equipment will be repaired or exchanged and returned to user agency within 30 days of shipment.

An extended warranty is available for each of the radio models bid. Pricing for the extended warranty is listed as part of our bid response.

Onsite warranty is available for fixed network equipment at no additional charge. Onsite warranty for mobile and portable radios will be quoted on an as-needed basis. **Technical Assistance:** 888.567.7347

Contract Renewals/ Extensions/ Changes**DOAS Contact Information:****Bennetta Daniels**

Contract Management Specialist
Bennetta.Daniels@DOAS.GA.GOV
(678) 271-8292

For Team Georgia Marketplace questions:**Procurement Help Desk**

(404) 657-6000
procurementhelp@doas.ga.gov



Whelen Engineering has distributor networks setup across the country, with Mobile Communications America being the only ACTIVE MASTER DISTRIBUTOR within the state of Georgia, Alabama, South Carolina, Florida, or within a 100 mile radius of College Park GA. Whelen Engineering produces high quality outdoor warning sirens capable of warning the public when severe weather or other emergencies exist. Each siren is made in the United States of America.

Mobile Communications America is also the only distributor for WeatherWarn and Centralert Activation software within the State of Georgia. WeatherWarn is the software that has been proposed to College Park for automatic weather activation of the siren system.

Mobile Communications America will provide a turn-key solution from system design, implementation, system testing and acceptance, and maintenance. Installing new sirens, upgrading software, and providing a fully scalable solution that integrates seamlessly into College Park's radio and siren system.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8828

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Southeast Lift Station

PURPOSE: Our Public Works Water and Sewer Division need to make emergency repair on our Southeast Lift Station.

REASON: Ensuring compliance with U.S. Environmental Protection Agency's (EPD) and control raw sewage from overflows at our station, before it reaches surface water.

RECOMMENDATION: Approval of an emergency repair

BACKGROUND: A wastewater lift station is a pumping station that moves wastewater from a lower elevation to a higher elevation. The benefit of using a lift station in a sewage collection system is that it saves a substantial amount of money in excavation costs, which involves digging for sewer pipes.

A wastewater pump station may be used as a matter of economics or to overcome inadequate hydraulic head when it is obvious that no other solution is practical. For instance, it may be more economical to utilize a sewage pump station to pump or lift the sewage over a ridge and let it flow by gravity to a sewage treatment plant, or to elevate sewage to pass through a sewage treatment system by gravity.

Often called a lift station, these units are commonly built as a factory assembled package system. Key elements of pump or lift stations include a wastewater treatment receiving well (wet-well), equipped with lift pumps and piping with valves, a junction box, and an equipment control panel with alarm system.

YEARS OF SERVICE:

COST TO CITY: Channel Moser single drum \$17,596.00 and Spool, extended shaft steel \$1,199.97 with the total cost **\$18,795.97**

BUDGETED ITEM: No this item was not budgeted. This is a emergency repair.
Lift Station grinder Account #505 4400 53 5800.

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF:

ATTACHMENTS:

- 210506 - City of College Park #59438 (PDF)
- 210506 - City of College Park #59901 (PDF)

Review:

- Jackson Myers Completed 05/12/2021 8:09 AM
- Rosyline Robinson Completed 05/12/2021 9:47 AM
- Purchasing Completed 05/12/2021 10:35 AM
- Finance Completed 05/12/2021 11:27 AM
- Mercedes Miller Completed 05/12/2021 12:07 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5037309
Antwan Dorsey
College Park, City of
City Hall
3667 Main Street
College Park, GA 30337

US
404-669-3757

Quote Number: 59438
Quote Date: 03/10/2021
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO / Shipping
Included in Price
Grinder Serial #: S021145-2-1

Project: City of College Park

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
CMD1810-XDS2.0	CHANNEL MONSTER SINGLE DRUM RENEW 11T Cam Cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets Drum & Delta-P Side Rails Motor Type: Electric Less Motor Less Reducer Less Spool New 1/2" Perf. 10" Dia. Drum Paint: Epoxy Green Grinder SN: XXXX	1	\$17,596.00	\$17,596.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$17,596.00
Tax
Total \$17,596.00

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, tax exemption certificate.
2. Please note there will be a 20% restocking fee on all returned items.
3. Lead time may vary depending on parts availability.
4. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
5. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Brent Kim
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. Quote #: 59438

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____



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Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products u



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



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Customer: 5037309
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College Park, City of
City Hall
3667 Main Street
College Park, GA 30337

US
404-669-3757

Quote Number: 59901
Quote Date: 04/06/2021
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 1-2 Weeks ARO / Shipping NOT Included
Grinder Serial #: 13618

Project: City of College Park

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
34088-0002-036	SPOOL, EXTND SHAFT 3ft0in 3'0" EXTENDED SHAFT SPOOL, STEEL Paint: Epoxy Green	1	\$1,499.96	\$1,499.96
DISCOUNT	Sales Approved 20%	1	(\$299.99)	(\$299.99)

Please verify serial number is correct.

Sub Total \$1,199.97
Tax
Total \$1,199.97

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, tax exemption certificate.
2. Please reference our quote number on your hard copy PO.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Tax is not included in price.
6. Please make note on your PO that Shipping and Handling will be added to the invoice.
7. Call or e-mail with any questions or concerns.
8. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Brent Kim
Customer Service



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Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. Quote #: 59901

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Signature: _____

Date: _____



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Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products u



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



CIT OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8844

DATE: May 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: "On Demand Contractual" Service for Water & Sewer

PURPOSE: To expedite necessary water and sanitary sewer line repairs utilizing a short list of contractors on an “as needed” basis under an “On-Demand” annual service contract.

REASON: To provide pipe laying service as authorized by the Department of Public Works through work orders issued by the Water and Sewer Division for specific items of work related to the immediate repair of the City’s infrastructure.

RECOMMENDATION: Mayor and City Council, approve for Kemi Construction Company and Construction 57 Company, Inc. to be the short-listed contractors on an “as needed” basis under the “On-Demand” annual service contract. Both contractors have worked for the City in the past and their performance has been satisfactory.

BACKGROUND: The Department of Public Work’s Water & Sewer Division has utilized the “On Demand” contractual service this past year with success. Under this annual contract the department was able to address time sensitive water and sewer line upgrades/repairs expeditiously throughout the city. This process allowed for each vendor selected, based on their unit prices regarding a specific project, to be responsive to the work orders received and to the needs of the City.

YEARS OF SERVICE:

COST TO CITY: Determination of cost will be based on individual job and unit price bid submitted by contractor. All work will be performed within the approved budgeted amount.

BUDGETED ITEM: Yes, Water and Sewer Account Line Item- 505-4400-52-5800 R&M Sewer.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF:

ATTACHMENTS:

- RFP – ON-DEMAND WATER & SEWER SERVICES - Specs (PDF)
- Agenda Memo ID #2021-8844 - RFP ON-DEMAND CONTRACTUAL WATER & SEWER SERVICES - 050521 (PDF)

Review:

- Jackson Myers Completed 05/10/2021 8:43 AM
- Rosyline Robinson Completed 05/10/2021 9:36 AM
- Purchasing Completed 05/10/2021 10:09 AM
- Finance Completed 05/11/2021 3:47 PM
- City Attorney's Office Completed 05/12/2021 12:34 PM
- Mercedes Miller Completed 05/12/2021 1:59 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICES

RFP – ON-DEMAND WATER & SEWER SERVICES - 050521

The City of College Park is accepting sealed proposals from qualified vendors for **ON-DEMAND WATER & SEWER SERVICES**. Proposals will be received no later than **TUESDAY, MAY 5, 2021 at 9:30 am (EST)** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: On-Demand Water & Sewer Services	April 27, 2021	12:00 pm (EST) deadline
Addendum(s) published	April 30, 2021	4:00 pm (EST)
Open Sealed Bids	May 5, 2021	10:00 am (EST)

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.



GENERAL PURPOSE & S.O.W.



GENERAL PURPOSE

The City of College Park (City) is accepting sealed proposals from experienced contractors who are interested in entering into an annual contract to provide the City with on-demand construction services for water and sewer repairs. The services shall be provided to the City on an “as needed” basis and will be issued through work orders. The construction services to be performed are anticipated to include repair of water piping, valves, tees, and taps along with sewer piping and manholes.

It is the intent of this proposal to establish agreements with contractors to supply on-demand water and sewer annual contractual services within the city limits of College Park. A minimum of five (5) years of company experience, individual experience and qualifications, references on completed projects, and safety record. Contractors must be licensed as a utility contractor by the State of Georgia to perform work for the City.

The bid total does not constitute a contract amount; they are only used for the comparison of competitive bids, and does not obligate the City to any specific Qty of work. Bid pricing shall be effective for a one-year term from date of contract award.

Any materials and quantities specified are to be understood that the City will use the unit pricing for comparison of the bids. Ductile iron pipe installation, including all supplies, tools and labor blocking supplied by contractor. The contractor should be aware that site laying conditions would vary based upon location(s). The project may be within existing roadway, adjacent to congested utilities, within existing floodplain, areas or among ideal conditions with little or no utilities. This information should be taken into account when establishing unit prices.

SCOPE OF WORK

The selected contractor will provide water, sewer, and storm water pipe laying services on an on-demand basis as authorized by the Department of Public Works through work orders issued by the Water & Sewer Division and Highways in addition to Streets & Storm Water Division for specific items of work. The work shall include furnishing all labor, equipment, materials, appliances, performing all directed repair, and replacements throughout the City of College Park Water Distribution, Sanitary Sewer Collection and Storm Water Systems.

The work includes, but is not limited to installation, disinfection, testing of water and sewer mains of various sizes, point repairs, installation of valves, fire hydrants, removal and replacement of asphalt, concrete paving, sidewalks, curbs and driveways.

PART I POTABLE WATER SYSTEM

BENDS and TEES

Unit Pricing shall include all material (including conc. thrust blocking 3,000 psi), labor, mobilization, backfill, testing, disinfection, neutralization of chlorinated discharge, flushing, grassing and erosion control.

FIRE HYDRANT ASSEMBLY

Unit Pricing shall include all material (Fulton County Standard Details 814 and 816), labor, mobilization, backfill, testing, disinfection, neutralization of chlorinated discharge, flushing, grassing and erosion control. Fire hydrants shall be manufactured by M&H Model 129 or Mueller Centurion.

GATE VALVES

Unit Pricing shall include all material, labor, mobilization, valve boxes, markers, backfill, testing, disinfection, neutralization of chlorinated discharge, flushing, grassing and erosion control.

All gate valves shall conform to the requirements of AWWA Specification C-509 for resilient-seated gate valves. Gate valves shall be as manufactured by Mueller, M&H, or similar approved equal.

JACK and BORE

Unit Pricing shall include all material, labor, mobilization, bore pit, backfill, grassing, and erosion control. Jack and Bore unit pricing shall be used for both water and sanitary sewer mains as needed.

TAPPING SLEEVE and VALVES

Unit pricing shall include all material, labor, mobilization, valve boxes, markers, backfill, testing, disinfection, neutralization or chlorinated discharge, flushing, grassing and erosion control.

All tapping sleeves shall comply with the latest ANSI Standard for 200 PSI working pressure and conform to Fulton County Standard Detail 122. Tapping sleeves shall be cast iron or ductile iron with mechanical joint ends as manufactured by Mueller or approved equal.

WATER MAIN

Unit Pricing shall include all material, labor, mobilization, fittings, backfill, testing, disinfection, neutralization of chlorinated discharge, flushing, grassing and erosion control.

Ductile iron pipe shall conform to ANSI A21.51 or AWWA C151 have a minimum tensile strength of 60,000 with a minimum yield strength of 42,000 psi, pressure rated at a minimum of 350 PSI and have a minimal wall thickness of ¼-inch. All ductile iron joints shall be push-on joints.

WATER METERS

Unit Pricing shall include all material, labor, mobilization, backfill, testing, disinfection, neutralization of chlorinated discharge, flushing, grassing and erosion control.

PART II SEWER SYSTEM

PRECAST MANHOLES

Unit Pricing shall include all material, labor, mobilization, backfill, testing, grassing and erosion control. Manholes shall be precast reinforced concrete with a minimum wall thickness of 5 inches in conformance with ANSI/ASTM C478.

PIPE BURSTING POINT REPAIRS, SLIP LINING, AND TV INSPECTION

Unit Pricing shall include all material, labor, mobilization, equipment, testing, grassing, and erosion control.

PAVEMENT and MISC.

SANITARY SEWER MAIN

Unit Pricing shall include all material, labor, mobilization, fittings, backfill, testing, grassing, and erosion control. Ductile iron pipe shall conform to ANSI A21.11 or AWWA C111. PVC pipe shall conform to ASTM D3034 SDR26. All ductile iron and PVC joints shall be push-on joints.

PART III STORM SEWER SYSTEM

MISCELLANEOUS ITEMS

Unit Pricing shall include all material, labor, mobilization, backfill, testing, grassing and erosion control.

PRECAST MANHOLES and JUNCTION BOX

Unit Pricing shall include all material, labor, mobilization, backfill, testing, grassing, and erosion control. Manholes shall be precast reinforced concrete with a minimum wall thickness of 5 inches in conformance with ANSI/ASTM C478.

STORM SEWER SYSTEM

Unit Pricing shall include all material, labor, mobilization, fittings, backfill, testing, grassing, and erosion control.

QUOTE SHEET

**PART I
POTABLE WATER SYSTEM**

BENDS and TEES			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
2" Bends (22.5O, 45 O, 90 O)	1	EA	
6" Bends (22.5O, 45 O, 90 O)	1	EA	
8" Bends (22.5O, 45 O, 90 O)	1	EA	
10" Bends (22.5O, 45 O, 90 O)	1	EA	
12" Bends (22.5O, 45 O, 90 O)	1	EA	
2" x 2" Tee	1	EA	
6" x 2" Tee	1	EA	
8" x 2" Tee	1	EA	
10" x 2" Tee	1	EA	
12" x 2" Tee	1	EA	
6" x 6" Tee	1	EA	
8" x 6" Tee	1	EA	
10" x 6" Tee	1	EA	
12" x 6" Tee	1	EA	
8" x 8" Tee	1	EA	
10" x 8" Tee	1	EA	
12" x 8" Tee	1	EA	
10" x 10" Tee	1	EA	
12" x 10" Tee	1	EA	
12" x 12" Tee	1	EA	

FIRE HYDRANT ASSEMBLY			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Fire Hydrant Assembly	1	EA	

GATE VALVES

<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
2" Gate Valve, Box, Markers, Pads, and Extensions (if required)	1	EA	
6" Gate Valve, Box, Markers, Pads, and Extensions (if required)	1	EA	
8" Gate Valve, Box, Markers, Pads, and Extensions (if required)	1	EA	
10" Gate Valve, Box, Markers, Pads, and Extensions (if required)	1	EA	
12" Gate Valve, Box, Markers, Pads, and Extensions (if required)	1	EA	

JACK and BORE

<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Jack and Bore 12" Casing w/Spacers	1	LF	
Jack and Bore 16" Casing w/Spacers	1	LF	
Jack and Bore 18" Casing w/Spacers	1	LF	
Jack and Bore 24" Casing w/Spacers	1	LF	

TAPPING SLEEVE and VALVES

<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
2" x 2" Tapping Sleeve and Valve	1	EA	
6" x 2" Tapping Sleeve and Valve	1	EA	
8" x 2" Tapping Sleeve and Valve	1	EA	
10" x 2" Tapping Sleeve and Valve	1	EA	
12" x 2" Tapping Sleeve and Valve	1	EA	
6" x 6" Tapping Sleeve and Valve	1	EA	
8" x 6" Tapping Sleeve and Valve	1	EA	
10" x 6" Tapping Sleeve and Valve	1	EA	
12" x 6" Tapping Sleeve and Valve	1	EA	
8" x 8" Tapping Sleeve and Valve	1	EA	
10" x 8" Tapping Sleeve and Valve	1	EA	
12" x 8" Tapping Sleeve and Valve	1	EA	
10" x 10" Tapping Sleeve and Valve	1	EA	
12" x 10" Tapping Sleeve and Valve	1	EA	
12" x 12" Tapping Sleeve and Valve	1	EA	

WATER MAIN			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
2" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
2" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	
4" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
4" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	
6" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
6" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	
8" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
8" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	
10" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
10" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	
12" Ductile Iron Pipe, Class 50 (0 to 5 ft depth)	1	LF	
12" Ductile Iron Pipe, Class 50 (5.1 to 12 ft depth)	1	LF	

WATER METERS			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Reconnect Water Meters	1	EA	
Reconnect Irrigation Meter	1	EA	

**PART II
SEWER SYSTEM**

PRECAST MANHOLES			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
4ft Diameter MH Base and Inverts	1	EA	
4ft Diameter Manholes	1	VF	
4ft Diameter MH Ring and Lid	1	EA	
5ft Diameter MH Base and Inverts	1	EA	
5ft Diameter Manholes	1	VF	
5ft Diameter MH Ring and Lid	1	EA	
6ft Diameter MH Base and Inverts	1	EA	
6ft Diameter Manholes	1	VF	
6ft Diameter MH Ring and Lid	1	EA	

PIPE BURSTING POINT REPAIRS, SLIP LINING, AND TV INSPECTION			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Pipe Burst 6" Ductile Iron Pipe to 8" Ductile Iron Pipe	1	LF	
Pipe Burst 8" Ductile Iron Pipe 10" Ductile Iron Pipe	1	LF	
Pipe Burst 10" Ductile Iron Pipe 12" Ductile Iron Pipe	1	LF	
Point Repair 6" Ductile Iron Pipe, Class 50 (0 to 8 ft Depth)	1	LF	
Point Repair 6" Ductile Iron Pipe, Class 50 (8.1 to 15 ft Depth)	1	LF	
Point Repair 6" Ductile Iron Pipe, Class 50 (15.1 to 20 ft Depth)	1	LF	
Point Repair 8" Ductile Iron Pipe, Class 50 (0 to 8 ft Depth)	1	LF	
Point Repair 8" Ductile Iron Pipe, Class 50 (8.1 to 15 FT Depth)	1	LF	
Point Repair 8" Ductile Iron Pipe, Class 50 (15.1 to 20 FT Depth)	1	LF	
Point Repair 10" Ductile Iron Pipe, Class 50 (0 to 8 FT Depth)	1	LF	
Point Repair 10" Ductile Iron Pipe, Class 50 (8.1 to 15 FT Depth)	1	LF	
Point Repair 10" Ductile Iron Pipe, Class 50 (15.1 to 20 ft Depth)	1	LF	

Point Repair 12" Ductile Iron Pipe, Class 50 (0 to 8 ft Depth)	1	LF	
Point Repair 12" Ductile Iron Pipe, Class 50 (8.1 to 15 ft Depth)	1	LF	
Point Repair 12" Ductile Iron Pipe, Class 50 (15.1 to 20 ft Depth)	1	LF	
Point Repair 18" Ductile Iron Pipe, Class 50 (0 to 8 ft Depth)	1	LF	
Point Repair 18" Ductile Iron Pipe, Class 50 (8.1 to 15 ft Depth)	1	LF	
Point Repair 18" Ductile Iron Pipe, Class 50 (15.1 to 20 ft Depth)	1	LF	
6" CIPP (Slip Lining)	1	LF	
8" CIPP (Slip Lining)	1	LF	
10" CIPP (Slip Lining)	1	LF	
12" CIPP (Slip Lining)	1	LF	
CCTV Inspection	1	LF	
Sanitary Sewer Pipe Cleaning	1	EA	

PAVEMENT AND MISC

<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Traffic Control	1	LS	
Asphalt Pavement Replacement, Type C (Include Concrete)	1	SY	
Recycled Asphalt, Concrete, 1.5 in, Type G (Include Bitum)	1	SY	
Mill Asphalt, Concrete, Pavement, 1.5 in Depth	1	SY	
Sawed Joints in Exist Pavements - PPC	1	LF	
Concrete Sidewalk, 4 in	1	SY	
Concrete Curb & Gutter, 6 in x 24 in, TP 2	1	LF	
Concrete Valley Gutter 6 In (Driveway Apron)	1	SY	
Remove and Replace Chain Link Fencing	1	LF	
Remove and Replace Wooden Fences	1	LF	
Reset Sign or Mailbox	1	EA	

SANITARY SEWER MAIN			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
6" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	1	LF	
6" DUCTILE IRON PIPE, CLASS 50 (8.1 TO 15 FT DEPTH)	1	LF	
6" DUCTILE IRON PIPE, CLASS 50 (15.1 TO 20 FT DEPTH)	1	LF	
8" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	1	LF	
8" DUCTILE IRON PIPE, CLASS 50 (8.1 TO 15 FT DEPTH)	1	LF	
8" DUCTILE IRON PIPE, CLASS 50 (15.1 TO 20 FT DEPTH)	1	LF	
10" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	1	LF	
10" DUCTILE IRON PIPE, CLASS 50 (8.1 TO 15 FT DEPTH)	1	LF	
10" DUCTILE IRON PIPE, CLASS 50 (15.1 TO 20 FT DEPTH)	1	LF	
12" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	1	LF	
12" DUCTILE IRON PIPE, CLASS 50 (8.1 TO 15 FT DEPTH)	1	LF	
12" DUCTILE IRON PIPE, CLASS 50 (15.1 TO 20 FT DEPTH)	1	LF	
18" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	1	LF	
18" DUCTILE IRON PIPE, CLASS 50 (8.1 TO 15 FT DEPTH)	1	LF	
18" DUCTILE IRON PIPE, CLASS 50 (15.1 TO 20 FT DEPTH)	1	LF	
6" PVC, SDR26 (0 TO 8 FT DEPTH)	1	LF	
RECONNECT SANITARY SEWER SERVICE CONNECTIONS	1	EA	
BYPASS PUMPING OF SANITARY SEWER	1	LF	

**PART III
STORM SEWER SYSTEM**

MISCELLANEOUS ITEMS			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Traffic Control	1	LS	
Asphalt Paving	1	TN	
Mill Asphalt Pavement Variable Depth	1	SY	
Grading Complete	1	SY	
Temporary Silt Fence, Type C	1	LF	
Fertilized Mixed Grade	1	SY	
Unsuitable Soil "Gab" Removal	1	Tons	
Bermuda Sod	1	Sq Ft	
Field Material (Dirt)	1	Tons	
Tree Removal (all tree categories)	1	EA	
Storm Drain Pipe Removal	1	LF	
Drop Inlet GDOT Standard	1	EA	
Catch Basin GDOT Standard	1	EA	

PRECAST MANHOLES and JUNCTION BOX			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
Drop Inlet GDOT Standard	1	EA	
Junction Box GDOT Standard	1	VF	
Reconstruct Junction Box	1	EA	
Existing Storm Pipe Removal	1	EA	
Manhole GDOT Standard	1	EA	
Reconstruct Manhole Boxes	1	EA	

STORM SEWER SYSTEM			
<i>Item Description</i>	<i>Qty</i>	<i>U/M</i>	<i>Unit Price</i>
18" RCP, Storm Drain (0 to 12 ft Depth)	1	LF	
24" RCP, Storm Drain (0 to 12 ft Depth)	1	LF	
30" RCP, Storm Drain (0 to 12 ft Depth)	1	LF	
36" RCP, Storm Drain (0 to 12 ft Depth)	1	LF	
42" RCP (0 to 12 ft Depth)	1	LF	
48" RCP (0 to 12 ft Depth)	1	LF	
60" RCP (0 to 12 ft Depth)	1	LF	
18" CMP, Storm Drain (0 to 12 ft Depth)	1	LF	
24" CMP, Storm Drain (0 to 12 ft Depth)	1	LF	
30" CMP, Storm Drain (0 to 12 ft Depth)	1	LF	
36" CMP, Storm Drain (0 to 12 ft Depth)	1	LF	
42" CMP (0 to 12 ft Depth)	1	LF	
48" CMP (0 to 12 ft Depth)	1	LF	
60" CMP (0 to 12 ft Depth)	1	LF	



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8844

DATE: MAY 10, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP ON-DEMAND CONTRACTUAL WATER & SEWER SERVICES - 050521
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: On-Demand Contractual Water & Sewer Services

Budgeted item(s): Yes, this project was budgeted for the current fiscal

Recommendations: Construction 57, Inc and Kemi Construction are both recommended as most responsive to the City for this project.

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 April 12, 2021 thru May 5, 2021 at 9:30 am.

No pre-bid meeting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Wednesday, May 5, 2021 at 10:00 am representatives from Construction 57, Kemi Construction and Site Engineering logged into the bid open.

Tim Lewis and Antwan Dorsey represented the City for the bid open

Zoom meeting link:

<https://us04web.zoom.us/j/79834822760>

Meeting ID: 798 3482 2760 - Passcode: JCUa5j



CITY OF COLLEGE PARK

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

Tabulation Matrix

RFP – ON-DEMAND WATER & SEWER SERVICES - 050521

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Construction 57	\$105,675.25	Y (AABE)	N	Y
2	Kemi Construction	\$154,009.00	Y (AABE)	Y	Y
3	Site Engineering	\$255,981.00	N	N	Y
4	The Corbett Group	\$338,104.00	Y (AABE)	N	N
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



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8845

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Jackson Myers, Director of Infrastructure & Development

RE: Wastewater Chemical Injection System

PURPOSE: To continue the pre-treatment of the City of College Park's wastewater at the City of Atlanta Department of Aviation Lift Station # 1 located on Riverdale Road.

REASON: To allow the City of College Park to meet the required pH and hydrogen sulfide levels of its wastewater prior to being delivered to the City of Atlanta for treatment.

RECOMMENDATION: Mayor and City Council approve for Burnett Lime Company to provide pre-treatment of the City wastewater in the bid amount of \$137,430. As of this Agenda Item and the late start on chemical injection system water and sewer division has only spent to date \$28,654.78. The Department request this contract continues into the next FY 2021-2022 to maintain the health and safety of our collection system sewer line.

BACKGROUND: This City has been conducting pre-treatment of its wastewater prior to being delivered to the City of Atlanta since 2015. This was done in order to raise the wastewater pH level at, or above 6.0 as well as decrease the hydrogen sulfide levels as the wastewater exit the City's Southeast Lift Station. Also, this has reduced the corrosive property of the wastewater and the potential damage it could cause to the wastewater collection infrastructure.

YEARS OF SERVICE:

COST TO CITY: Approved in FY 2020-2021 \$137,430.00 spent today \$28,654.78.

BUDGETED ITEM: Yes. Water and Sewer Account # 505-4400-52-5800-R&M Sewer

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF:

ATTACHMENTS:

- Copy of export (5) 2020-2021 payments on Chemical Feed (XLSX)
- College Park SULFA_PRESS Service Contract[7286] (PDF)
- 2021-2022 Contract Extension[7285] (PDF)

Review:

- Jackson Myers Completed 05/10/2021 9:21 AM
- Rosyline Robinson Completed 05/10/2021 9:34 AM
- Purchasing Completed 05/10/2021 10:03 AM
- Finance Completed 05/11/2021 3:51 PM
- City Attorney's Office Completed 05/12/2021 12:33 PM
- Mercedes Miller Completed 05/12/2021 2:00 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

Status	Invoice Number	Invoice Date	Due Date
Paid	CAL57908	11/03/2020	12/17/2020
Paid	CAL58016	11/10/2020	12/17/2020
Paid	CAL58042	11/13/2020	12/17/2020
Paid	CAL58263	12/04/2020	02/25/2021
Paid	CAL58506	01/31/2021	02/25/2021
Paid	CAL58932	02/09/2021	03/11/2021
Paid	CAL59181	03/04/2021	03/25/2021
Paid	CAL59388	03/24/2021	04/23/2021

G/L Date	Description
11/03/2020	Pre-treatment of the City Wastewater
11/10/2020	Pre-treatment of the City Wastewater
11/13/2020	Pre-treatment of the City Wastewater
02/25/2021	Pre-treatment of the City Wastewater
01/31/2021	Pre-treatment of the City Wastewater
02/09/2021	Pre-treatment of the City Wastewater
03/04/2021	Pre-treatment of the City Wastewater
03/24/2021	Pre-treatment of the City Wastewater

Amount	Attachments
\$13,524.00	No
\$2,254.00	No
\$6,858.60	No
\$6,980.96	No
\$7,055.02	No
\$7,006.72	No
\$7,273.98	No
\$7,319.06	No
\$28,654.78	

MAINTENANCE AGREEMENT

**ITB – CHEMICAL FEED SYSTEM
INSTALLATION 2020-2021**

FOR THE

**City of
College Park, Georgia**



MAINTENANCE AGREEMENT, BID DOCUMENTS,
CERTIFICATE OF INSURANCE

MAINTENANCE AGREEMENT

This Chemical Feed Installation and Maintenance Agreement (“Agreement”) is made and entered into this 17th day of Aug, by and between BURNETT LIME COMPANY INC. (hereinafter, “Contractor”), and the City of College Park, Georgia (hereinafter, “City”) (Contractor and City sometimes referred to herein as “Parties”).

WITNESSETH:

WHEREAS, City desires to engage the services of Contractor to perform for City services regarding the installation and maintenance of a chemical feed system (the “Project”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall terminate one (1) year from the date of its execution. This Agreement can be renewed upon the mutual consent of both parties for an additional term of one (1) year at a price to be agreed upon by the parties prior to such renewal. The City may terminate this Agreement at any time for any reason upon thirty (30) days advance written notice; however, if the Agreement is terminated, Contractor will be paid for any work performed.

2. **Services and Indemnification.** Subject to the terms and conditions set forth in this Agreement, City hereby retains Contractor to provide the services set forth on Exhibit A attached hereto and incorporated herein by reference.

The standard of care applicable to Contractor’s services will be the degree of skill and diligence normally employed by businesses performing the same or similar services at the time said services are performed. Contractor shall re-perform any services not meeting this standard without additional compensation. Contractor warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its employees from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the

paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. **Compensation.** Contract shall submit an invoice to the City for the unit price \$1.61 per gallon for the Sulfa Press and Tank and Equipment Rental stipulated in Exhibit A (Request For Proposal) hereto attached as full compensation for services provide by the Contractor. The Contractor agrees to be reimbursed within 30 days of submitting an invoice to the City. The maximum compensation available to Contractor under this agreement is \$137,430.00.

4. **Work on the City's Designated Premises.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises, which includes any job site and travel to and from such job site, 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, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's 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. **Participation in Federal Work Authorization Program.** Contractor shall participate in the federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the contractor has registered with, is authorized to use, and uses the federal work authorization program; the contractor will continue to use the federal work authorization program throughout the contract period; and the contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the containing the above information. Further, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The contractor's affidavit is attached as Exhibit B.

To the extent that a subcontractor is utilized, the subcontractor shall participate in the

federal work authorization program throughout the contract period, as provided for in O.C.G.A. § 13-10-91. The subcontractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the subcontractor has registered with, is authorized to use, and uses the federal work authorization program; the subcontractor will continue to use the federal work authorization program throughout the contract period; and the subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor containing the above information. Further, the contractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. The subcontractor's affidavit is attached as Exhibit C.

6. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) Contractor may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of Contractor; however, City shall provide Contractor with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or

any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

BURNETT LIME COMPANY INC

By: C. Hugh Burnett

CITY OF COLLEGE PARK, GEORGIA

By: [Signature]

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: ARTHUR STATE BANK - SPARTANBURG EAST
 756 EAST MAIN ST
 P O BOX 5135
 SPARTANBURG, SC 29304

Date of Issue: 07-27-2020 Letter of Credit Number: 20041004

Amount: U.S. \$ 117,530.00
 (ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED THIRTY AND NO/100 DOLLARS)

For Benefit Of:
Beneficiary Name and Address

TERRENCE R MOORE, ICMA-CM COLLEGE PARK CITY HALL
 3667 MAIN STREET, COLLEGE PARK, GA 30337

For Account Of:
Applicant Name and Address

BURNETT LIME COMPANY INC
 7095 HIGHWAY 11
 CAMPOBELLO, SC 29322

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
 Partial drawings are permitted. The maximum number of drawings that may be made is _____.

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
 A sight draft drawn by Beneficiary on Issuer.
 A signed statement by Beneficiary including the following statement:
 Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS:

EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 5:00 P.M. (Time) on 07-27-2021 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of _____ days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least _____ days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on _____ without any notice from Issuer to Beneficiary.

TRANSFERABILITY. This Letter of Credit is transferable non-transferable.

APPLICABLE LAW. This Letter of Credit shall be governed by:

- the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment.
- the International Standby Practices 1998 (ISP98).

This Letter of Credit shall also be governed by the laws of SOUTH CAROLINA, the United States of America, so long as such laws are not inconsistent with the UCP or ISP, as applicable.

ARTHUR STATE BANK - SPARTANBURG EAST
(Issuer Name)

By 
(Signature)

7/27/2020
(Date)


KELLY G BANKS, SENIOR VICE PRESIDENT
(Signer Name and Title)

Form of Proposal

To: The City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

Proposal Submitted By:

Company Name	Burnett Lime Company, Inc.
Address	7095 Hwy 11
City, State, Zip	Campobello, SC 29322
Phone	864-592-1658
Email	tburnett@burnett-inc.com
Website	www.burnett-inc.com
Print/Type Name	Tom Burnett
Signature	
Title	President
Date	12/9/2019

QUOTE SHEET

Bidding Company: Burnett Lime Company, Inc.
 Company Rep: Tom Burnett
 Project Name: Chemical Feed System Installation

ITEM DESCRIPTION	LUMP SUM COST
1. Provide and install one (1) 22' x 13' x 6" Concrete elevated pad.	
2. New pad will be equipped with the details shown on DWG S-1 Project # QT0787-B2-SP	
a. Install Feed line conduit	
b. 1" service water extended 12" above new pad	
c. Remote signal contacts will be supplied to the new control panel	
d. 480V, 3-phase, 60-amp service pulled from source	
e. Backflow prevention will be supplied and installed in the supply line.	
Once pad is completed per agreement, SULFA-PRESS® Lease	
System will be installed and operated under separate contract	
(attached.)	
SULFA-PRESS® will be priced at \$1.61/gallon per attached contract.	
<i>Estimated usage 200 gal/day</i>	
<i>Estimated cost/year = \$117,530</i>	
GRAND TOTAL	\$19,900.00

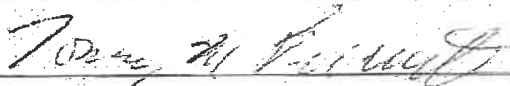

 BIDDERS SIGNATURE

12/9/2019
 DATE

QUOTE SHEET

Bidding Company: Burnett Lime Company, Inc.
 Company Rep: Tom Burnett
 Project Name: Chemical Feed System Installation

ITEM DESCRIPTION	LUMP SUM COST
1. Provide and install one (1) 22' x 13' x 6" Concrete elevated pad.	
2. New pad will be equipped with the details shown on DWG S-1 Project # QT0787-B2-SP	
a. Install Feed line conduit	
b. 1" service water extended 12" above new pad	
c. Remote signal contacts will be supplied to the new control panel	
d. 480V, 3-phase, 60-amp service pulled from source	
e. Backflow prevention will be supplied and installed in the supply line.	
Once pad is completed per agreement, SULFA-PRESS® Lease System will be installed and operated under separate contract (attached.)	
SULFA-PRESS ¹ will be priced at \$1.61/gallon per attached contract.	
Estimated usage: 200 gallons /day	
Estimated cost/year = \$117,530.00	\$117,530.00
	\$ 19,900.00
GRAND TOTAL	\$137,430.00

 12/12/2019

 BIDDERS SIGNATURE DATE



ORIGINAL



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for INSTALLATION SERVICE

ITB – CHEMICAL FEED SYSTEM INSTALLATION - 121019

The City of College Park is accepting sealed proposals from qualified vendors for **CHEMICAL FEED SYSTEM INSTALLATION**. Proposals will be received no later than **Tuesday, December 10, 2019 at 10:00 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

There will be a (mandatory) pre-bid meeting held, November 19, 2019 at 3:00 pm in the Administrative Conference Room at City Hall | 3667 Main Street | College Park, GA | 30337

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Information Conference/Pre-Proposal Meeting - Mandatory (on-site visit or review)	November 19, 2019	3:00 pm
Q&A and Clarifications email: wmoody@collegeparkga.com and copy fmagby@collegeparkga.com Reference : Chemical Feed System Installation	December 3, 2019	4:00 pm deadline
Addendum(s) published	December 6, 2019	4:00 pm
Open Sealed Bids	December 10, 2019	10:30 am

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.



**CITY OF COLLEGE PARK
PURCHASING DEPARTMENT**



“GENERAL INSTRUCTION TO PROPOSER”

1. The following instructions are to be considered an integral part of this proposal; unless otherwise requested, one (1) marked “Original” and one (1) marked “Copy” of the proposal need be submitted and **MUST BE TYPEWRITTEN OR PRINTED IN INK.** The person signing the bid form must initial any changes or corrections made to this proposal, using blue ink.
2. The person, firm or corporation making the proposal shall submit their bid attaching the final page of this proposal to the front of their proposal to City Hall. The cover submittal page must be complete with the bidding company’s name, bid title, bid number and bid date. No proposal may be withdrawn or modified in any way after the bid-opening deadline.
3. If descriptive literature is attached to the bid, bidding company’s name, bid title, bid number and bid date must appear on all sheets.
4. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company’s responsibility to seek clarification immediately from the City of College Park Purchasing Department during the question period stated herein. **It shall be the bidder’s responsibility to check the City’s website (www.collegeparkga.com) for any/all addenda(s).** Answer(s) to all questions will be answered after the deadline for questions has expired, and posted on the City’s web site, if applicable, within the specified timeline on page one (1).
5. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with his/her proposal.
6. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.
7. The following bid shall be awarded to one “responsible” bidder on a total lump sum price basis. An award shall be made to one vendor, or split between vendors, for the total bid. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown. Unit price **SHALL** prevail.
8. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
 - a. Lowest Price (not always the winning proposal)
 - b. Adherence to specifications
 - c. Delivery of good/service(s)
 - i. If Applicable to Scope of Work
 - ii. Though delivery will be a large consideration, please be as truthful and precise with your date(s) as possible.
 - d. Past record of vendor’s delivery/performance to the City of College Park
9. The City of College Park desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
10. The bidder or contractor shall provide copies of **Workers’ Compensation Insurance** with a limit of not less than required by the State of Georgia or otherwise stated in the bid instructions. In

addition, a copy of your **Commercial General Liability Insurance** (if applicable) shall be provided.

- 11. All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allows, College Park, Georgia unless otherwise shown. (if applicable)
- 12. Federal or State Sales Tax is *inapplicable*
 - a. The City of College Park's Tax Identification Number (TIN) is **58-6000542**
 - b. The City of College Park is **tax-exempt** under the code of Georgia, Charter 88-18
- 13. Cash discounts or end of month terms should be shown separately, even if terms are net.
- 14. The City of College Park:
 - a. Reserves the right to accept or reject any or all bids, due to past performance, etc. and waive any informality. Further, the City expressly reserves the right to postpone the opening of proposal for its own convenience and to reject any or all proposals in response to this RFP without indicating any reasons for such rejection(s).
 - b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
 - c. Request clarification and/or additional information from proposers during the evaluation process.
 - d. Negotiate with the selected consultant to include further services not identified in this RFP.
 - e. In the event of contract termination, enter into contract negotiations with other qualified companies that submitted acceptable proposals, rather than redoing the proposal process for the project.
 - f. The City of College Park will accept or reject all bids within 90 days from the date of the bid opening

The undersigned on the bid proposal certifies that he/she has carefully examined the instructions to bidders, terms and specifications applicable to and made a part of this proposal.

He/she further certifies; the prices shown in the schedule of items on which he/she is bidding, are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

SIGNATURE: Tom Burnett DATE: 12-9-19

NOTE: This Request for Proposal (RFP) document is a standard boilerplate form in addition; take into consideration this may not be modified for every RFP.



CITY OF COLLEGE PARK
PURCHASING DEPARTMENT



REF: ITB – CHEMICAL FEED SYSTEM INSTALLATION - 121019
Show all exceptions and comments below

Burnett Lime Company, Inc. will supply an 8,000-gallon Carbon Steel Mix Tank with Pumps, Enclosure, and Telemetry to measure tank levels remotely. Feed lines will be run through conduit to avoid freezing.

SULFA-PRESS[®] will be dosed as a Magnesium Hydroxide replacement. Please see attached system description (Appendix A of Chemical Agreement), SDS, and TDS.

Burnett will be responsible for repairs on the system and City of College Park will be responsible to monitor system and to make minor adjustments when required, per attached Chemical Agreement.

SIGNATURE: Tom Burnett DATE: 12-9-19



E-VERIFICATION AFFIDAVIT

The College Park contract holder, signed below, confirms and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (check and complete #1 or #2 below)

1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

57 - 0827669

Federal Work Authorization User Identification Number (not Taxpayer ID)

11/13/2008

Date of Authorization

Burnett Lime Company, Inc.

Legal Business Name of City of College Park Contract Holder/Applicant

2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 9, 2019 in Campobello (city) SC (state)

Tom Burnett

Signature of Authorized Owner/Officer

Tom Burnett, President

Printed Name and Title of Authorized Owner/Officer

Renee J. O'Hara

NOTARY PUBLIC

My Commission Expires: 11-14-2029



RFP DOCUMENT REQUIREMENTS & CHECKLIST

Complete, sign and submit the following RFP documents in the order listed below. The proposal shall be submitted using the forms included in the RFP document.

- 1. Form of Proposal completed, signed and dated
- 2. RFP document requirements & checklist completed, signed and dated
- 3. One (1) marked "Original" and one (1) marked "Copy" of the proposal
- 4. AIA Document A310 Bid Bond (5%)
(NOT provided, proposer locates own agency and includes document in bid package)
- 5. Exceptions Sheet
- 6. Purchasing Vendor Questionnaire
- 7. Contract Affidavit
- 8. Proofs of Insurance *(must be included in proposal package)*
- 9. List of subcontractors
- 10. Reference request pages *(list project performed NOT including City projects)*
- 11. Any/All Addenda must be signed, dated and made a part of bid packet
- 12. Successful bidder acknowledges requirement to provide Performance and Payment Bond before execution of contract
- 13. Current Form W-9

1. Is the vendor located within the city limits of College Park? No

2. Is your company a minority-owned business? No
if yes, which category? _____ * *Include copy of current MBE certificate(s) in packet*

A "Minority Business Enterprise" (MBE) is a business, which is an independent and continuing operation for profit, performing a commercially useful function, owned and/or controlled by one or more minority group member(s).

African American Business Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE), Native American Business Enterprise (NABE)

3. Has the vendor previously conducted business with College Park? No

4. Has your company ever been debarred from doing business with any federal, state or local agency? No (If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.)

Tom Burnett	President
Vendor Contact Name (print)	Title
	12/9/2019
Vendor Contact Signature	Date

Faxed, emailed or late proposals will not be accepted

The City of College Park is not responsible for submissions not properly identified, late or undelivered mail or courier service(s).



Purchasing Department Vendor Questionnaire

The City of College Park Purchasing Department is seeking vendor information to create a database of current and new businesses doing business with the City of College Park. We ask that all vendors take this time to provide the following information so that we can update our records and develop a process to benefit the needs of the community. The information collected from this questionnaire will not be used in the award of bids. The City will continue to utilize a fair, equitable and impartial process and award bids based upon the lowest responsible bidder.

Vendor Name:
Burnett Lime Company, Inc.

Vendor Category:

Physical Address:
7095 Hwy 11

City, State, Zip:
Campobello, SC 29322

Telephone:
864-592-1658

Fax:
864-592-1690

Alternate Phone:
864-415-2515

Remit To:
Burnett Lime Company, Inc.

City, State, Zip:
7095 Hwy 11, Campobello, SC 29322

- ◇ A "Minority Business Enterprise" (MBE) is a business, which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).
African American Business Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE), Native American Business Enterprise (NABE)
- ◇ An "Owned" is a minority or female owner which possesses an ownership interest 51% of the business
- ◇ A "Controlled" is a minority or female, which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

Classification of your MBE Company (*requested*) _____

Tom Burnett
Vendor Contact Name (print)

President
Title

Tom Burnett
Vendor Contact Signature

12/9/2019
Date



Insurance Requirements

Within ten (10) days of Notice of Award, and at all times that this contract is in force, the contractor shall obtain, maintain and furnish the City of College Park, Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City of College Park covering:

1. Worker's Compensation Insurance
2. Comprehensive General Liability Insurance
3. Automobile Liability
4. Umbrella Liability Insurance

Copies of these Certificates of Insurance shall be furnished to the City of College Park prior to execution of the contract. Such policies shall be non-cancellable except on thirty-day (30) written notice to the City of College Park.

Local Preference Policy

Local preference may be given to businesses that have a business location within the geographic boundaries of the City of College Park (Fulton County) as long as all requirements of the bid have been met. Should a local vendor submit a bid proposal that is not more than three percent (3%) greater than the bid of the lowest non-local vendor for bids up to \$150,000 or not more than three percent (3%) greater than the bid of the lowest non-local vendor for bids in excess of \$150,000, then the local vendor's bid shall be recommended for approval provided all requirements of the bid proposal/process have been met.

This policy shall not apply to any purchases of materials, equipment or services in excess of \$1,000,000. The term business location means that the business has a staffed, fixed, physical place of business located within City of College Park City Limits and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has held a valid business license from the City of College Park.

Sealed Bid Delivery Service(s)

If your company elects to use a delivery service (FedEx, UPS, USPS, etc.), the City assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.

If proposals are delivered other than by hand delivery, it is recommended that the proposer verify delivery. Any proposal received after the specified time and date will not be considered and may be returned unopened to the Proposer.

Permits [required]

The contractor shall be responsible for all inspections and ensuring compliance with all Federal, State, and County laws and codes. The contractor shall be solely responsible for obtaining all permits. The contract awardee will need to file with the Building & Inspections with the City of College Park projects; there is no cost for the permit.

Basis of Award

The contract, if awarded, will be awarded to the most responsive and responsible bidder, which may not be the lowest response. Each bid must be accompanied by a bid bond, on a surety company's standard bid bond form acceptable to the City in an amount no less than 10% of the amount bid.

The successful bidder will be required to furnish a performance bond and payment bond, on or before the issuance of Notice to Proceed, each for 100% of the Contract Amount. All other required contract documents must be fully completed and executed by the contractor and his/her Surety, and submitted to the Owner on or before the issuance of the Notice to Proceed.

The performance bond shall remain in effect for one (1) year after final acceptance of the work or the guaranty period under the agreement, whichever is the larger. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Do not date these bonds, the City will date this bond the same date or later than the date of the Agreement.

Professional Licenses (if applicable)

The State of Georgia requires that the following professions be required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above-described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification and submit with package. Failure to provide the required license may deem your bid non-responsive.




Subcontractor

I will / will not propose to subcontract some of the work on this project? Will
 (response)

I propose to subcontract work to the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work
1	AMCON INDUSTRIAL	Provide and install one (1) 22' x 13' x 6" Concrete	10%
2		elevated pad equipped with the details shown on	
3		DWG S-1 Project # OT0787-B2-SP.	
4			
5			
6			
7			
8			
9			
10			

Tom Burnett	President
Vendor Contact Name (print)	Title
	12/9/2019
Vendor Contact Signature	Date

Notes:

1. *The City of College Park requires the (primary) contracted vendor to complete no less than fifty-one (51) percent of the proposed project.*
2. *It is the sole responsibility of the prime contractor to ensure any/all subcontractors are properly insured for the type and amount of work completing under the contract.*



Reference Request

The following references are from current and past government, educational and/or commercial accounts of similar size and scope. Your list should consist of a minimum of five (5) references, and will not include the City of College Park. Nor should your references be current of former City of College Park employees.

REFERENCE # 1:

Name of Company/Entity: Muscle Shoals Utilities Board
Mailing Address: 2001 Wildwood Street
City/State/Zip Code: Muscle Shoals, AL 35661
Contact Person Name: David Moore
Contact Person Telephone Number: (256) 386-9262
Date When Work Performed: System Installed 8/2019
Brief Description of Work Performed SULFA-PRESS[®] System Lease and Installation

REFERENCE # 2:

Name of Company/Entity: Aisin Motors
Mailing Address: 221 Frank L. Diggs Dr.
City/State/Zip Code: Clinton, TN 37716
Contact Person Name: Ronnie Crabtree
Contact Person Telephone Number: (865) 315-0948
Date When Work Performed: System Installed 9/2018
Brief Description of Work Performed SULFA-PRESS[®] System Lease and Installation

REFERENCE # 3:

Name of Company/Entity: City of Rome, GA - Bells Ferry Lift Station
 Mailing Address: PO Box 1433
 City/State/Zip Code: Rome, GA 30162
 Contact Person Name: Dewayne Crabtree
 Contact Person Telephone Number: (706) 234-4560
 Date When Work Performed: System Installed 7/2019
 Brief Description of Work Performed SULFA-PRESS® System Installation

REFERENCE # 4:

Name of Company/Entity: City of Atlanta, GA - Flint Creek Lift Station
 Mailing Address: 830 Mirror Lake Rd.
 City/State/Zip Code: Atlanta, GA
 Contact Person Name: Lamont Ferrebee
 Contact Person Telephone Number: 678-681-5076
 Date When Work Performed: 11/5/19 - 11/18/19
 Brief Description of Work Performed Two week trial to demonstrate SULFA-PRESS®.

REFERENCE # 5:

Name of Company/Entity: Polk County Northwest Regional WWTF
 Mailing Address: 8950 N. Campbell Rd.
 City/State/Zip Code: Lakeland, FL
 Contact Person Name: Ed Clark
 Contact Person Telephone Number: 863-419-3159
 Date When Work Performed: 11/18/19 - Present
 Brief Description of Work Performed Three month trial of SULFA-PRESS® starting
on November 3, 2019, continuing currently.



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

Vendor Name: Burnett Lime Company, Inc.

Physical Address: 7095 Hwy 11

City, State, Zip Campobello, SC 29322

Phone: 864-592-1658 Fax: 864-592-1690

Signature: *Tom Burnett*

Date: December 9, 2019

5. Name and address of agent
 6. Limits of liability
 7. Type of insurance coverage
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
- B. An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract;

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

EXHIBIT B

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of College Park, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of College Park at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Burnett Lime Company, Inc.

Hugh Burnett
By: Hugh Burnett

6-2-2020
Date

Printed Name of Authorized Officer or Agent

Its: Vice President
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2ND DAY OF June, 2020

Renee J. Cottrah
Notary Public
My Commission Expires: 11-14-2029

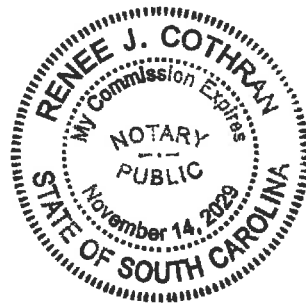


EXHIBIT C

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Utility Service Co., Inc., on behalf of the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV /Basic Pilot Program* User Identification Number

Burnett Lime Company, Inc.

Hugh Burnett
By: Hugh Burnett
Printed Name of Authorized Officer or Agent

6-2-2020
Date

Its: Vice President
Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

2nd DAY OF June, 2020

Renee J. Cothran
Notary Public

My Commission Expires: 11-14-2029





CERTIFICATE OF LIABILITY INSURANCE

8.G.b

DATE (MM/DD/YYYY)
06/02/2020

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).

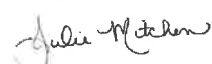
PRODUCER CWS Insurance P.O.Box 1988 Spartanburg SC 29304		CONTACT NAME: Julie Mitchem PHONE (A/C, No, Ext): (864) 583-1451 E-MAIL ADDRESS: julie@cwsinsurance.com FAX (A/C, No): (864) 585-6450																						
INSURED Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett 7095 Hwy 11 Campobello SC 29322		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Charter Oak Fire</td> <td>25615</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity of America</td> <td>25666</td> </tr> <tr> <td>INSURER D:</td> <td>Standard Fire Insurance Co.</td> <td>19070</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire	25615	INSURER B:	Travelers Indemnity	25658	INSURER C:	Travelers Indemnity of America	25666	INSURER D:	Standard Fire Insurance Co.	19070	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Y-630-3C77676A-COF-19	10/01/2019	10/01/2020	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			840-3C864377-19	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-0L837646-18-15	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6J854640-19	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo			Y-630-3C77676A-COF-19	10/01/2019	10/01/2020	Per Conveyance/\$50,000 Deduct/5,000

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

CERTIFICATE HOLDER College Park City Hall 3667 Main St. College Park GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Technical Data Sheet
Typical Chemical Analysis

Suspended Solids	30%
Ca(OH)₂	> 29%
MgO	.12%
Crystalline Silica / Insolubles (Dry Basis)	< .20%
Fe₂O₃	.02%
Al₂O₃	.20%
Sulfur	72 ppm
Manganese Oxide	8 ppm
Specific Gravity	1.19 – 1.23 g/ml 10.0 – 10.1 lbs./gal

CHEMICAL ANALYSIS:

Calcium Hydroxide % by weight
Oxidative Proprietary Additive
Inert Ingredients, % by weight
pH of saturated solution

SPECIFICATIONS:

30.0 min. max. aqueous suspension
≤ 3% Liquid
≥ 67% max.
12.4 @ 25C

PHYSICAL PROPERTIES:

Appearance and odor
Solubility in water
Median Particle size target

White suspension and odorless
0.1gm/100gms
25 – 35 microns

SAFETY DATA SHEET



NFPA	HMIS	PPE	Symbol(s)
Current Issue Date: October 1, 2016		Revision Number: 1	
1. PRODUCT AND COMPANY IDENTIFICATION			
Product Name:	Sulfa~Press®		
Other/Generic Names:			
Recommended Use:	Odor Control and Collection System Corrosion Control		
Manufacturer:	Burnett Lime Company, Inc. 7095 Highway 11 Campobello, SC 29322		
For More Information:	Customer Service US ONLY: 800-726-4187		
Emergency Telephone Number:	US ONLY - CALL CHEMTREC: 800-424-9300 (24 Hours/Day, 7 Days/Week) CANADA ONLY - CALL CANUTEC: 613-996-6666 (24 Hours/Day, 7 Days/Week)		
2. HAZARDS IDENTIFICATION			
EMERGENCY OVERVIEW: White liquid suspension with a negligible odor. May cause irritation or burns to the skin and eyes. May be harmful if swallowed or inhaled. Not flammable.			
OSHA Status:	This material is considered non-hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)		
Potential Health Affects			
Skin:	May cause irritation and burns to the skin.		
Eyes:	May cause irritation and burns to the eyes.		
Inhalation:	Harmful if swallowed.		
Ingestion:	Avoid breathing vapor or dust.		
Delayed Effects:	None known		
3. COMPOSITION/INFORMATION ON INGREDIENTS			
Component	CAS No	Weight %	
calcium hydroxide slurry	1305-62-0	Min:15 Max:35	
proprietary oxidative chemical	1305-62-0	≤1%	
4. FIRST AID MEASURES			
Eye Contact	Immediately flush eyes with water for at least 15 minutes. Get medical attention if irritation persists.		
Skin Contact	Flush with plenty of water, removing contaminated clothing. If irritation develops, get medical attention.		
Inhalation	Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get prompt medical attention.		
Ingestion	Do not induce vomiting. Immediately give large quantities of milk or water. Get medical attention immediately.		
Notes to Physician	Treat symptomatically.		

Sulfa~Press®

5. FIRE-FIGHTING MEASURES					
Flammable Properties					
FLASH POINT:	Not Flammable				
FLASH POINT METHOD:	Not Applicable				
AUTOIGNITION TEMPERATURE:	Not Applicable				
UPPER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable				
LOWER FLAME LIMIT (VOLUME % IN AIR):	Not Applicable				
FLAME PROPAGATION RATE (SOLIDS):	Not Applicable				
OSHA FLAMMABILITY CLASS:	Not Applicable				
SUITABLE EXTINGUISHING MEDIA:	Water, foam or dry chemical				
UNSUITABLE EXTINGUISHING MEDIA:	No information available				
Explosion Limits					
Hazardous Combustion Products	No information available				
Impact sensitivity	No information available				
Sensitivity to static discharge	No information available				
Specific Hazards Arising from the Chemical	None known				
Protective Equipment and Precautions for Firefighters	Wear self-contained breathing apparatus (SCBA) and full protective equipment.				
6. ACCIDENTAL RELEASE MEASURES					
IN CASE OF SPILL OR OTHER RELEASE	Dry product can be swept or shoveled up for recovery or disposal. Avoid creating dust. Trace residues can be neutralized with water or dilute acid (preferably acetic acid). Sodium bicarbonate may also be used to partially neutralize. Keep out of sewers. Large releases may be subject to federal and/or state reporting requirements. Check with appropriate agencies.				
7. HANDLING AND STORAGE					
Handling	Avoid contact with skin, eyes, and clothing. Avoid breathing dust or mists. Remove contaminated clothing and wash thoroughly after handling. Keep container closed when not in use. Use with adequate ventilation. Wash thoroughly after handling. When making solutions, use sufficient agitation and cooling, to avoid splattering. Avoid handling conditions that may lead to spills, leaks, or the formation of dust or mist. Wear protective clothing.				
Storage	Keep storage container tightly closed. Store in a cool, dry, well-ventilated area. Isolate from incompatible substances, such as acids, peroxides, metals, easily ignitable materials and other incompatibilities. Protect against moisture and water. Protect from physical damage.				
8. EXPOSURE CONTROLS/PERSONAL PROTECTION					
Component	ACGIH TLV	OSHA PEL	Ontario TWA EV	Mexico OEL (TWA)	NIOSH IDLH
Calcium hydroxide					
Engineering Measures	Use local exhaust to keep airborne concentrations below the permissible exposure limits.				
Personal Protective Equipment					
Eye/Face Protection	Wear chemical safety goggles or face shield. Do not wear contact lenses.				
Skin Protection	Wear appropriate personal protective clothing to prevent skin contact. Remove contaminated clothing promptly.				
Respiratory Protection	A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.				
General Hygiene Considerations	To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29 CFR 1910.132) be conducted before using this product. Eyewash and safety showers are recommended.				


Sulfa~Press®

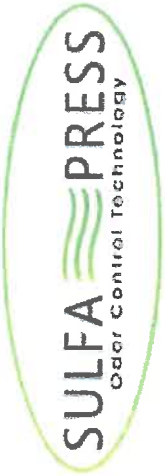
9. PHYSICAL AND CHEMICAL PROPERTIES			
Appearance	White liquid		
Color	White		
Chemical Formula	Mixture		
Odor	Negligible		
Odor Threshold	No information available		
Physical State	Liquid		
pH	12.4		
Flash Point	Not flammable		
Autoignition Temperature	Not applicable		
Boiling Point/Range	100°C / 212°F		
Melting Point/Range	580°C / 1076°F		
Flammability Limits in Air	No information available		
Explosive Properties	No information available		
Oxidizing Properties	No information available		
Evaporation Rate	Negligible		
Vapor Pressure	Not applicable		
Vapor Density	Not applicable		
Specific Gravity	1.19-1.20		
Partition Coefficient (n-octano/water)	No information available		
Viscosity	No information available		
Molecular Weight	Mixture		
Water Solubility	100		
10. STABILITY AND REACTIVITY			
Chemical Stability	Normally stable		
Conditions to Avoid	None known		
Incompatible Products	Boric oxide, acids, fluorine, and many organic materials		
Hazardous Decomposition Products	None known		
Possibility of Hazardous Reactions	Will not occur		
11. TOXICOLOGICAL INFORMATION			
Acute Toxicity			
Component Information			
Component	LD50 Oral	LD50 Dermal	LC50 Inhalation
calcium hydroxide			
Irritation	No information available		
Corrosivity	No information available		
Sensitization	No information available		
Chronic Toxicity			
Carcinogenicity	There are no known carcinogenic chemicals in this product.		
Mutagenic Effects	No information available		
Reproductive Effects	No information available		
Developmental Effects	No information available		
Teratogenicity	No information available		
Target Organ Effects	No information available		
Other Adverse Effects	No information available		
Endocrine Disruptor Information	No information available		

Sulfa~Press®

12. ECOLOGICAL INFORMATION				
Ecotoxicity				
Contains no substances known to be hazardous to the environment or not degradable in waste water treatment plants.				
Component	Freshwater Algae	Freshwater Fish	Microtox	Water Flea
Calcium hydroxide				
Persistence and Degradability	No information available			
Bioaccumulation	No information available			
Mobility in Environmental Media	No information available			
Other adverse affects	No information available			
13. DISPOSAL CONSIDERATIONS				
Waste Disposal Methods	Dispose of waste in accordance with all federal, state, and local regulations.			
Contaminated Packaging	Empty containers should be taken for local recycling, recovery or waste disposal.			
14. TRANSPORT INFORMATION				
DOT	Not Regulated			
Proper Shipping Name				
Hazard Class				
UN-No				
Packing Group				
TDG	Not Regulated			
Hazard Class				
UN-No				
Packing Group				
15. REGULATORY INFORMATION				
International Inventories				
TSCA	Yes			
DSL	Yes			
ELINCS	No			
EINECS	Yes			
ENCS	Yes			
CHIINA	Yes			
KECL	Yes			
PICCS	Yes			
AICS	Yes			
U.S. Federal Regulations				
SARA 313				
Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains the following chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372: None				
SARA 311/312 Hazardous Categorization				
Chronic Health Hazard	No			
Acute Health Hazard	No			
Fire Hazard	No			
Sudden Release of Pressure Hazard	No			
Reactive Hazard	No			

Sulfa~Press®

CERCLA	
Component	CERCLA RQ (lb)
calcium hydroxide	
SARA TPQ (lb)	
U.S. State Regulations	
California Proposition 65	
This product does not contain any Proposition 65 chemicals.	
Other International Regulations	
Mexico	No information available
Canada	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR.
WHMIS Hazard Class	
E Corrosive material	
(Listed due to corrosive effect on aluminum)	
16. OTHER INFORMATION	
Current Issue Date:	October 1, 2016
Previous Issue Date:	June 17, 2014
Revision Summary:	Formatting update
Disclaimer:	
<p>All information, statements, data, service and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Burnett Lime Company, Inc. is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. Burnett Lime Company, Inc. shall not be responsible or liable for the use, application or implementation of the information, provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors, and agents.</p>	
End of SDS	

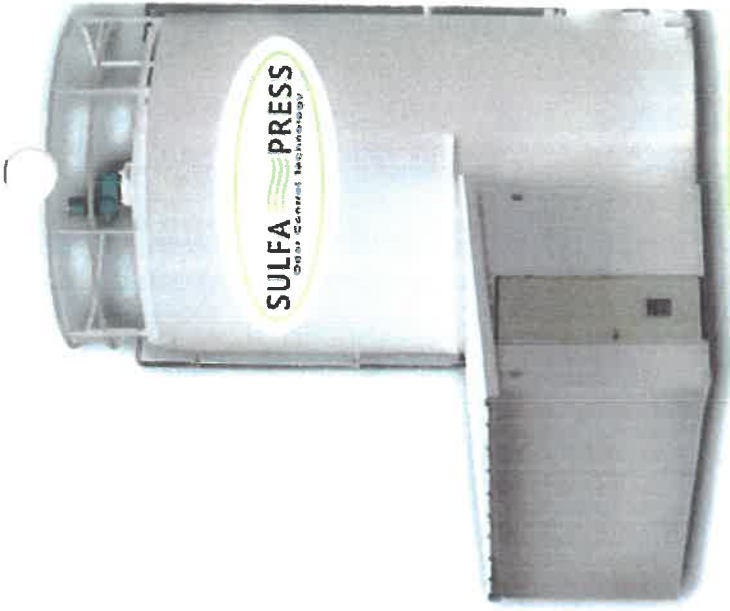


ODOR CONTROL MADE SIMPLE

A New Era of Odor Control

Instead of conventional methods of Odor Control, SULFA~PRESS feeds a proprietary blend that:

- Suppresses Hydrogen Sulfide through non-hazardous Calcium-based blended slurry, far more cost-effective than Magnesium Hydroxide.
- Sequester Bisulfides with elevated pH, and eliminating odors before they are released as H₂S.
- Proprietary Blending offers Time Release Technology with a mechanism to oxidize Sulfur Ions as the pH drops, thus maximizing the usage of the chemical, and reducing feed rate.



Contact us today for
more information:

Burnett, Inc.

7095 Hwy 11

Campobello SC 29322

Phone:

864-592-1658

Fax:

864-592-1690

Web:

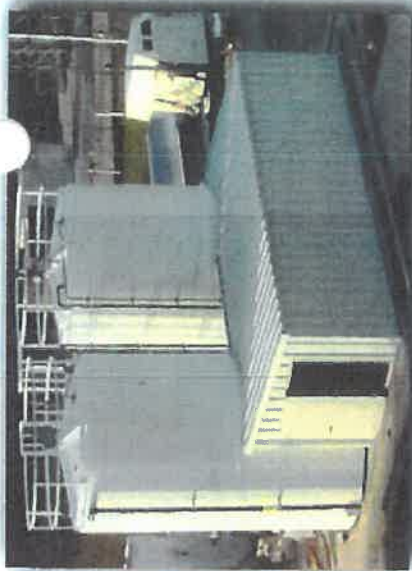
www.burnett-inc.com

Email:

cburnett@burnett-inc.com

*The Next Generation
of Odor Control
Solutions*

 **BURNETT INC.**



COST-EFFECTIVE SOLUTIONS

Odor Control Solutions

- Cost-effective, Non-hazardous Chemical
- Worry-free, patented chemical dosing system
- Remote Monitoring
- Reliable Customer Service

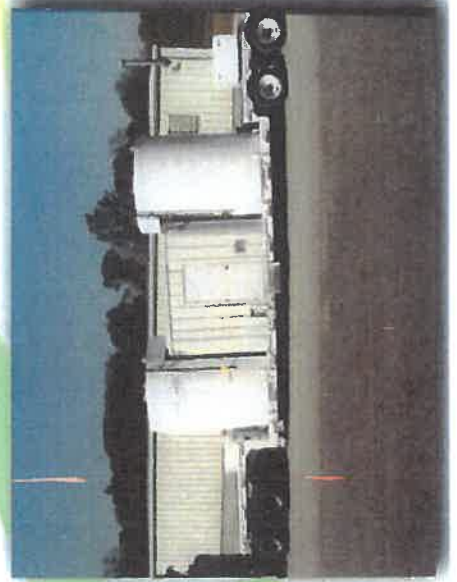
Testing and Data Collection

- Diagnostics to define the Problems
- Utilize Portable Test Units
- Data Collection
- Customized Report
- Cost Analysis

The Burnett Guarantee

After 30 years in the water treatment industry, Burnett, Inc. provides a functional guarantee on SULFA~PRESS Chemical and Feeding Equipment.

- No Clogged feed lines
- No Sediment in Slurry Storage Tanks
- No worries





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2019

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 CWS Insurance P.O.Box 1988 Spartanburg SC 29304	CONTACT NAME: Julie Mitchem PHONE (A/C, No, Ext): (864) 583-1451 FAX (A/C, No): (864) 585-6450 E-MAIL ADDRESS: julie@cwsinsurance.com														
INSURED Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett 7096 Hwy 11 Campobello SC 29322	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire</td> <td>25815</td> </tr> <tr> <td>INSURER B: Travelers Indemnity</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Indemnity of America</td> <td>25666</td> </tr> <tr> <td>INSURER D: Standard Fire Insurance Co.</td> <td>19070</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire	25815	INSURER B: Travelers Indemnity	25658	INSURER C: Travelers Indemnity of America	25666	INSURER D: Standard Fire Insurance Co.	19070	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **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 INSUR	INSUR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:			Y-830-3C77676A-COF-19	10/01/2019	10/01/2020	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			840-3C864377-19	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-0L837646-18-15	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8JB54640-19	10/01/2019	10/01/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor; Truck Cargo			Y-830-3C77676A-COF-19	10/01/2019	10/01/2020	Per Conveyance/\$50,000 Deduct/5,000

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

CERTIFICATE HOLDER City of College Park - Purchasing Department City Hall 3667 Main St. College Park GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

COUNTY OF SPARTANBURG)
STATE OF SOUTH CAROLINA)



ORIGINAL

CHEMICAL LEASE AGREEMENT FOR THE USE OF A SULFA~PRESS® FEED SYSTEM

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2020 (the Effective Date) between Burnett Lime Company, Inc. (Burnett) in Campobello, South Carolina and The City of College Park (Lessee) in College Park, Georgia.

1. **SCOPE:** The Lessee agrees to Lease a SULFA~PRESS® system and Burnett agrees to provide a system as described in Appendix A attached, hereinafter referred to as the "Equipment". Burnett shall provide the set up and assembly of the Equipment. All foundation, service water connections, waste drainage, power to control panel and pad are furnished by the Lessee.
2. **PRICE AND PAYMENT:** The chemical bid price is \$1.61 per gallon, including the lease of SULFA~PRESS® equipment to feed SULFA~PRESS® chemical. A Blanket Purchase Order for SULFA~PRESS® will be issued to Burnett.
3. **DEFAULT:** The Lessee agrees to purchase product from Burnett. Should the Lessee not purchase product for 3 consecutive months before the Lease Agreement term is completed, the Burnett has the right to charge a removal fee of \$7,000.00 to Lessee to remove the system.
4. **PURCHASE ORDER:** This Agreement is expressly conditioned upon the Lessee providing Burnett a Purchase Order for the amount of the SULFA~PRESS® chemical as set forth in Paragraph 2.
5. **TAXES:** The Lessee price for the SULFA~PRESS® chemical system set forth in Paragraph 2 is exclusive of applicable federal, state or local taxes. The Lessee agrees to pay to Burnett amounts equal to any taxes resulting from the Agreement or any activities hereunder, exclusive of taxes on Burnett's net income. Burnett may add such taxes to invoices submitted to Lessee. Lessee will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery thereto to the Lessee.
6. **ASSIGNMENT:** The rights and obligations of either party hereto may not be assigned and assumed without the prior written approval of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this provision shall be void and ineffective.
7. **SEVERABILITY:** If any provision of this agreement shall be held to be invalid or unenforceable, the remaining provision shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

8. **CHOICE OF LAW:** The construction interpretation and performance of this Agreement shall be governed by the laws of South Carolina.
9. **PROPERTY OWNER:** Burnett remains the owner of all property leased herein and the Lessee will take no action subjecting the Burnett's ownership of said property.
10. **NOTICE:** All notices under this Agreement shall be in writing. Any notice by Burnett to the Lessee, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postage paid envelope addressed to the respective addresses below stated:

To Burnett: Burnett Lime Company, Inc.
7095 Hwy. 11
Campobello, SC 29322

To Lessee: City of College Park
3667 Main Street
College Park, GA 30337

Either party may at any time change the address for notices to such party by delivering and mailing an aforesaid notice at least five (5) days prior to such change and setting forth the expense of the Lessor.

11. **EQUIPMENT:** The Lessor warrants the equipment which is part of the lease herein and its fitness during the term and duration of this Agreement and will make any repairs necessary to insure the operation of the equipment during the length of this contract at the expense of the Lessor.

No party to this Agreement shall assign, sublet, or delegate the performance of any duties hereunder without the prior written approval of the other parties.

12. **FORCE MAJEURE:** Burnett shall not be held responsible for any delay or failure in performance of any party of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers or other causes beyond Burnett's control.
13. **NON-WAIVER:** No course of dealing or failure of either party to strictly enforce any term, right or condition of the agreement shall be construed as a waiver of such term, right, or condition.
14. **AMENDMENTS:** This agreement can only be changed, modified, added to, or deleted from the mutual consent of the parties in writing.
15. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

Burnett Company, Inc.

City of College Park

By: C. Keith Burnett

By: _____

Title: Vice-President

Title: _____

Witness: C. J. Causton

Witness: _____

APPENDIX A

System Specifications

SULFA~PRESS® FEED SYSTEM for **City of College Park in College Park, Georgia** includes the following:

- A. Slurry Tank nominal 8,000-gallon capacity carbon steel, vertical tank with dome top, and flat bottom complete with internal baffles, agitator, ladder and guard rails, hatch lid, appropriate nozzles, and anchors.
- B. One Top Entry Mixer complete with 7 1/2 HP Motor, speed reducer, shaft, and turbines complete with mounting plate.
- C. Two peristaltic feed pumps.
- D. Electrical panel with starters.
- E. Enclosure over pumps with fan, vent, and controls.
- F. Two pinch valves with limit switches.
- G. Pipes, valves, fittings and connections.
- H. Two tank adapters.
- I. Level Indicator.

EXHIBIT B

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of College Park, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of College Park at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

Burnett Lime Company Inc.

By: C. Hugh Burnett
Printed Name of Authorized Officer or Agent
Its: Vice - President
Title of Authorized Officer or Agent of Contractor

8-6-20
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:

EXHIBIT C

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Utility Service Co., Inc., on behalf of the City of College Park, Georgia has registered with and is participating in a federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), in accordance with the applicability provisions and deadlines established in [O.C.G.A. 13-10-91](#).

EEV/Basic Pilot Program* User Identification Number

Burnett Lime Company LLC.

By: _____
Printed Name of Authorized Officer or Agent
Its: _____
Title of Authorized Officer or Agent of Contractor

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public
My Commission Expires:


AIA Document A312™ – 2010

Performance Bond
Bond No. BD7901042531
CONTRACTOR:

(Name, legal status and address)
 AM Construction, LLC dba Amcon
 Industrial
 1375 Oakley Industrial
 Fairburn GA 30213

SURETY:

(Name, legal status and principal place of
 business)
 Nationwide Mutual Insurance Company
 One Nationwide Plaza
 Columbus, OH 43215

OWNER:

(Name, legal status and address)
 Burnett Lime Company
 7095 Hwy 11
 Campobello, SC 29322

CONSTRUCTION CONTRACT

Date: July 22, 2020

Amount: \$ 19,900.00 (Nineteen Thousand Nine Hundred and no/100ths)

Description:

(Name and location)

Chemical Feed System Installation

BOND

Date: July 24, 2020

(Not earlier than Construction Contract Date)

Amount: \$ 19,900.00 (Nineteen Thousand Nine Hundred and no/100ths)

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

(Corporate Seal)

Signature:

Name and

Title:

Edward Mooney,

Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Insurance Services

3475 Piedmont Road NE Ste 800

Atlanta, GA 30305

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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 User Notes:

(3B9ADA39)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD P MOONEY, ROBERT C WYNNE, JOSEPH R WILLIAMS, ANNETTE WISONG, KATHRYN KLEINSCHMIDT, SARAH HACOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello
Notary Public, State of New York
No. 020E6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Dello
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 24th day of July, 2020

Laura B. Guy

Assistant Secretary

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Init.

User Notes:

(3B9ADA39)



AIA Document A312™ – 2010

Payment Bond

Bond No. BD7901042531

CONTRACTOR:

(Name, legal status and address)
AM Construction, LLC dba Amcon
Industrial
1375 Oakley Industrial
Fairburn GA 30213

SURETY:

(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
One Nationwide Plaza
Columbus, OH 43215

OWNER:

(Name, legal status and address)
Burnett Lime Company
7095 Hwy 11
Campobello, SC 29322

CONSTRUCTION CONTRACT

Date: 07/22/2020
Amount: \$ 19,900.00 (Nineteen Thousand Nine Hundred and no/100ths)
Description:
(Name and location)
Chemical Feed System Installation

BOND

Date: 07/24/2020
(Not earlier than Construction Contract Date)

Amount: \$ 19,900.00 (Nineteen Thousand Nine Hundred and no/100ths)
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Signature: 

Name and
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Signature: 

Name and Edward Mooney,
Title: Attorney-In-Fact

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

USI Insurance Services
3475 Piedmont Rd NE Ste 800
Atlanta, GA 30305

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes:

(3B9ADA3C)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)
Signature: _____

Company: _____ (Corporate Seal)
Signature: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Init.



7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690

Chemical Feed Installation and Maintenance Extension for 2021-2022

Burnett Lime Company, Inc. is pleased to extend the current pricing of \$1.61/gallon from August 2021-August 2022. All Terms in the agreement will remain unchanged.

We appreciate the opportunity to serve the City of College Park, and please contact us if you have any needs.

Best Regards,

A handwritten signature in black ink, appearing to read 'Casey Burnett', is written over a light gray circular watermark.

Casey Burnett
Vice-President
Burnett Lime Company, Inc.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8847

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gerald Walker, Director of Communications

RE: College Park Branding

PURPOSE: To select a general contractor to address the city's branding and marketing needs, including (1) updating and/or refreshing city logos, (2) examining new opportunities to advance the city's imagery consistently across departments then (3) subsequently adopting, then injecting these updates into a newly designed city website.

RECOMMENDATION: Group summary determined that Ethic (see bid results below) is the preferred bidder, having the best combination of theory, outlined plans, understanding of needs and pricing structure.

BACKGROUND: There were multiple bidders who properly qualified under our official process; those who did not qualify as finalists were offered a zoom link to discuss the shortcomings, non-qualifying status, etc. From the entire list of bidders, the list below offers the top performers.

YEARS OF SERVICE: N/A.

COST TO CITY: \$29,375.00

BUDGETED ITEM: Yes - FY 2020-21. (Acct. #: 100-1570-52-6170) Contractual Services.

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: Monday, May 17, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: Entire city departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF:

ATTACHMENTS:

- Agenda Memo ID #2021-8847 - RFP - COLLEGE PARK BRAND & WEB DEVELOPMENT - 030921 (PDF)
- RFP - COLLEGE PARK BRAND & WEB DEVELOPMENT - Specs (PDF)
- Tabulation Sheet - RFP - COLLEGE PARK BRAND & WEB DEVELOPMENT - 030921 (PDF)
- RFP – COLLEGE PARK BRAND & WEBSITE DEVELOPMENT - Bid Open Breakdown (PDF)

Review:

- Gerald Walker Completed 05/11/2021 9:01 AM
- Purchasing Completed 05/11/2021 9:25 AM
- Rosyline Robinson Completed 05/11/2021 9:50 AM
- Finance Completed 05/11/2021 3:54 PM
- Mercedes Miller Completed 05/12/2021 10:53 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021 - 8847

DATE: MAY 11, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – COLLEGE PARK BRAND & WEB DEVELOPMENT - 030921
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: College Park Brand & Web Development

Budgeted item(s): This project is budgeted

Recommendations: Ethic is recommended at \$29,375.00 branding portion of the project

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 February 10, 2020 thru March 9, 2021 at 9:30 am.

No pre-bid meeting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Tuesday, March 9, 2021 at 10:00 am with five (5) companies (Crawford R & R, Lance Sable, Ronia and V+R Digital Branding Agency) represented logged into the bid open.

Gerald Walker and Michael Hick represented the City for the bid open.

Zoom meeting link:

<https://us04web.zoom.us/j/78498440337>

Meeting ID: 784 9844 0337 - Passcode: t9QnF4



CITY OF COLLEGE PARK

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

An evaluation committee (Shavala Moore, Dwight Baker, Artie Jones, III, Michael Hick, Gerald Walker) was formed to review the proposals and select four (4) vendors for a virtual interview to be conducted at a later time.

Communication was sent, April 1, 2021, to the following (1) Ethic, (2) Phase 3, (3) Odonnell Co. (4) 365 Marketing for interviews to be held Wednesday, April 14, 2021 beginning at 1:00 pm with the committee.

The focus is to complete the branding portion of this project first then return to complete the web development, upon approval of the new branding.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICES

RFP – COLLEGE PARK BRAND & WEBSITE DEVELOPMENT - 030921

The City of College Park is accepting sealed proposals from qualified vendors for **COLLEGE PARK BRAND & WEBSITE DEVELOPMENT**. Proposals will be received no later than **TUESDAY, MARCH 9, 2021 at 9:30 am (EST)** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: CP Brand & Web Development	March 2, 2021	12:00 pm (EST) deadline
Addendum(s) published	March 5, 2021	4:00 pm (EST)
Open Sealed Bids	March 9, 2021	10:00 am (EST)

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.



PURPOSE

SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park, Georgia, seeks support in branding, messaging, marketing, and web development for the City. The desired firm should have extensive experience in branding & brand management, content strategy & marketing, and website strategy & development. Agencies experienced with City Governments, Main Street Programs, Chambers of Commerce, and Convention and Visitor Bureaus is preferred.

This will be a two-phase sole source solicitation. The City seeks a firm to design and development all work and to be performed with in-house resources. Sub-contracted work or joint agency collaboration(s) are prohibited.

The City will conduct a fair and extensive evaluation of all proposals received based on the criteria listed in this document. A candidate will be selected to represent the City of College Park's future direction based on the ideas, guidance, and vision they bring to the project, as well as industry expertise, technical capability, and client relations.

SCOPE OF SERVICES

Phase One - Brand Development & Messaging

The City of College Park is seeking a firm with community branding expertise to utilize best practices methodology for research and development of a city brand strategy, brand messaging, tagline, and a brand mark. The branding phase should include discovery, assessment, exploration, development, and initial brand rollout.

- Research existing perceptions and brand awareness
- Analyze market research to develop a brand strategy, platform, and positioning that speaks to the unique story of the City of College Park
- Create a brand mark for the City of College Park that can be easily and effectively utilized across multiple graphic identity applications and communicative mediums such as signs, letterheads, signage, social media marketing materials, and digital applications.
- Create a robust brand standards guide, including typography, color palette, photography style, and graphic style, including digital and print samples and standards functionality.

PROJECT SCOPE

The scope of this project includes all research, stakeholder input gathering, and the design and development of a full brand initiative, including select marketing material and a new website for the City of College Park.

The specific scope of work will include the following:

Branding and Messaging:

1. Brand Assessment
2. Brand Strategy
3. Brand Exploration & Development
 - a. Approved Logo: Saved in various formats suitable for print and web applications
 - b. Stationery: Design and development of up to 4 initial stationery items: letterhead, business card template, envelope & invoice
 - c. Desktop Templates: Development of desktop publishing stationery templates for Microsoft Word as well as three PowerPoint page templates that will include color and graphic standards.
 - d. Containment Folder: Development of a basic 9" x 12" containment folder for leave-behind sales materials
 - e. Social Media assets: Headers & profile images
 - f. Brand Standards Guide
4. Brand Messaging
 - a. New Tagline
 - b. Brand & Narrative Statements
 - c. Sample Messaging
5. Initial General Awareness Campaign
 - a. Full page and half page print ads
 - b. Standard-sized web ads
 - c. Poster/flyer
 - d. Billboard
 - e. Social media advertising

Phase Two - Website Development

The City of College Park is seeking a firm with web development experience with city municipalities to research, design, develop, and implement a new city website. For design, a seamless connection and strategic approach should be made between site analytics, SEO strategy, brand essence, and City audiences (private/public sector, economic developers, site selectors, and residents). The site should be a responsive design, be optimized for search engine marketing, and include data tracking and mapping. In accordance with generally accepted website standards, the site should follow the American Disability Act (ADA), have cross-platform compatibility, and be mobile accessible. For development, a nonproprietary, turnkey content management system (CMS) is needed that is user-friendly with robust functionality capabilities. The CMS must allow city admins/creators with little knowledge of programming languages to create and manage the site and its content easily.

PROJECT SCOPE

The specific scope of work will include the following:

Website Design, Development, and Hosting:

1. Work closely with the Director, Marketing and Communications on content, copy, layout, graphics, and page themes to ensure brand standard is met.
2. Devise a plan that addresses brand personas that mirror the City's audiences, behaviors, and traffic. Identify who needs to be using the site and how to attract them.
3. Easy to navigate site structure for use by various audiences that is flexible and expandable based on our needs.
4. A nonproprietary, turnkey, and user-friendly CMS solution that includes staging features and easy-to-use interface for web administrators. Respondents should list the recommended CMS software to be implemented and include any licensing fees and staff qualifications for updates and administration of the tool.
5. Meet ADA requirements, cross-browser compatibility, and mobile accessibility
6. Optimized for search engines.
7. Include a comprehensive site architecture and site map.
8. Provide pages for all departments, services, and functions of the City of College Park.
9. Calendar functionality.
10. Search / Archive Center.
11. Publicly Warned Meeting Document Management.
12. Directories, Listings for Staff.
13. Alerts & Emergency Notification
14. Can be easily upgraded
15. Create a timeline that identifies deliverables required with deadlines.
16. Hosting and Security (describe all available)
 - a. Site hosting (remote or local?)
 - b. Hosting location
 - c. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth, and sudden usage surges
 - d. Company's commitment to operational time – or limiting of downtime
17. Provide instructional and training services

EVALUATION CRITERIA

A selection board composed of City staff will evaluate submittals. Interviews and oral presentations may be requested of the respondents at the discretion of the selection board. The City will undertake discussions (oral presentations) with selected firm(s) and final determination on award of a contract will be made by the City Mayor and Council at a date and time to be determined.

The City reserves the right to enter into a contract with the selected firm that the City deems most responsive to provide the required services.

The City also reserves the right to accept or reject any and/or all proposals, to negotiate for additional services and to waive informalities and technicalities and to make an award that is in the best interest of the City.

PROPOSAL SUBMITTAL

Submittal responses shall include the following:

- Executive Summary of your firm
- Company Profile outlining:
 - Number of years in business
 - Size of firm
 - Resumes of key staff, include:
 - Identify the main point of contact
 - Identify the project team, including his/her assigned duties
 -
- Include project timeline and deliverables of all phases
- Include examples of web projects executed in all phases - redesign, development, implementation, and maintenance/monitoring
- Include in your references if your firm has worked with any government agency previously.
- Include an itemized project budget
- Describe your available resources to complete scope of work
- Detail your continuing service and support, technical support services - emergency and non-emergency availability
- List any additional products and/or services offered by the company. (Limit one (1) page)



City of College Park

PO Box 87137 - College Park, GA 30337
(404)-767-1537

Tabulation Matrix

RFP – COLLEGE PARK BRAND & WEBSITE DEVELOPMENT - 030921

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	ITSimple	\$20,850	N	N	N
2	InfoSmart Technologies	\$34,980.00	Y (ABE)	N	N
3	Granicus	\$35,300.00	N	N	Y
4	H2O Creative Group	\$47,200.00	N	N	N
5	Odonnell Co	\$49,762.50	Y (FBE)	N	N
6	Paramount Software Solutions	\$50,000.00	N	N	N
7	Ethic	\$78,625.00	N	N	Y
8	Rhyme & Reason Design	\$80,765.00	Y (FBE)	N	N
9	Creative Mischief	\$84,000.00	N	N	N
10	Planeteria Media	\$102,450.00	N	N	N
11	365 Degree Total Marketing	\$137,650.00	N	N	N
12	Crawford	\$153,600.00	Y (FBE)	N	N
13	Phase 3 Marketing	\$183,624.00	Y (ABE)	N	Y
14	GoPoint	\$357,900.00	N	N	N
15	Impact Branding Consulting (NON-RESPONSIVE)	\$358,576.00	Y (AABE & FBE)	N	N
16	Blue Scorpion Reputation Mgmt	\$386,944.00	Y (AABE & FBE)	N	N
17	V&R Digital Branding Agency	\$1,420,000.00	Y (FBE)	N	N



City of College Park

*PO Box 87137 - College Park, GA 30337
(404)-767-1537*

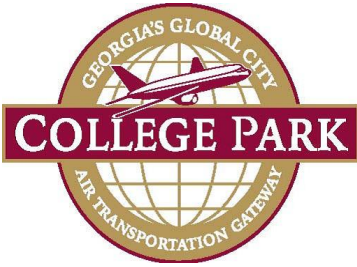
See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

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

	Phase One Brand Development & Messaging	Phase Two Website Development	Lump Sump
Impact Branding Consulting	\$88,088.00	\$270,488.00	\$358,576.00
Granicus		\$35,300.00	\$35,300.00
Ethic	\$29,375.00	\$49,250.00	\$78,625.00
V&R Digital Branding Agency	\$670,000.00	\$750,000.00	\$1,420,000.00
Rhyme & Reason Design	\$80,765.00		\$80,765.00
Blue Scorpion Reputation Mgmt	\$236,944.00	\$150,000.00	\$386,944.00
ITSimple	\$8,000.00	\$12,850.00	\$20,850.00
Planeteria Media	\$29,000.00	\$73,450.00	\$102,450.00
InfoSmart Technologies	\$34,980.00		\$34,980.00
H2O Creative Group	\$32,600.00	\$14,600.00	\$47,200.00
Phase 3 Marketing	\$89,754.00	\$93,870.00	\$183,624.00
Paramount Software Solutions	\$20,000.00	\$30,000.00	\$50,000.00
Creative Mischief	\$25,500.00	\$58,500.00	\$84,000.00
GoPoint	\$153,300.00	\$204,600.00	\$357,900.00
Odonnell Co	\$24,513.44	\$25,249.06	\$49,762.50
365 Degree Total Marketing	\$81,500.00	\$56,150.00	\$137,650.00
Crawford	\$63,600.00	\$90,000.00	\$153,600.00



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8853

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michael Hicks, Chief Information Officer

RE: ESRI/GIS Software License Renewal

PURPOSE: To renew our yearly ESRI/GIS software license.

REASON: To ensure we have access to assist with Census data, citizens and staff requests.

RECOMMENDATION: To renew license.

BACKGROUND: ESRI/GIS is the new software platform utilized for all GIS city mapping operations.

YEARS OF SERVICE: 1 year.

COST TO CITY: \$15,000.

BUDGETED ITEM: Yes....1001535525730

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: May 11,2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Chief Information Officer/Michael Hicks

ATTACHMENTS:

- Esri_INVOICE_94036886 (PDF)

Review:

- Michael Hicks Completed 05/12/2021 10:31 AM
- Rosyline Robinson Completed 05/12/2021 10:34 AM
- City Attorney's Office Completed 05/12/2021 2:15 PM
- Mercedes Miller Completed 05/12/2021 2:03 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM



380 New York Street
 Redlands, CA-92373
 Phone: (909) 793-2853

Invoice : 94036886
 Order : 40041149
 Customer : 135993
 Customer PO : 00272245.0
 P.O. Date : 05/03/2021
 End User : 135993
 Project :

Document date : 05/07/2021
 Delivery :

City of College Park
 R.P. VICKSTROMK

Bill to:
 Michael Hicks
 City of College Park
 Engineering Dept
 City Hall
 3667 Main St
 College Park GA 30337-2614

Invoice

Page : 1
 Ship to:
 Michael Hicks
 City of College Park
 Engineering Dept
 City Hall
 3667 Main St
 College Park GA 30337-2614

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Small Government Cloud Based EA agreement
 Period of Performance: 5/7/21 through 5/6/22

Item Subtotal	15,000.00
Total:	USD 15,000.00

FEIN: 95-2775732
 DUNS/CEC: 06-313-4175 CAGE: 0AMS3
 Please detach lower portion and return with remittance



Michael Hicks
 City of College Park
 Engineering Dept
 City Hall
 3667 Main St
 College Park GA 30337-2614

Remit Payment to:
 Environmental Systems Research Institute, Inc.

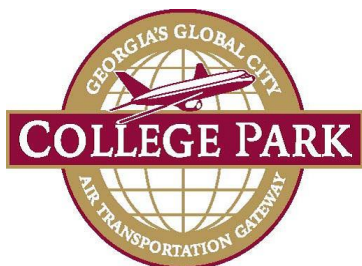
By Check:
 P.O. Box 741076
 Los Angeles
 CA 90074-1076

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: 1496150335

Invoice: 94036886
 Payer: 135993

Document Date: 05/07/2021
Total: USD 15,000.00



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8824

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, Planner

RE: Consideration and Action on the Approval of an Indoor Smoking Ordinance

PURPOSE: Consideration and Action on the Approval of an Indoor Smoking Ordinance

REASON: Consideration and Action on the Approval of an Indoor Smoking Ordinance

RECOMMENDATION: Staff recommends approval of the attached ordinance.

BACKGROUND: At the March 15, 2021 Workshop Meeting, Mayor and Council directed staff to propose a smoking ordinance to regulate the smoking of tobacco products in the City of College Park. The attached includes a few revisions to the ordinance presented at the April 19th, 2021 meeting for increased clarity.

At the May 3rd, 2021 meeting Council directed staff to make changes to the ordinance to allow for smoking of tobacco products in outdoor areas and to only regulate the smoking of tobacco indoors. These changes have been made to the attached ordinance.

The updated ordinance establishes that smoking tobacco products indoors is prohibited in all establishments except for the following:

- Private residences, except when used as a licensed childcare, adult day-care, or health care facility.
- Retail tobacco stores and retail vapor product stores.
- Private clubs, military officer clubs, and noncommissioned officer clubs.
- An establishment authorized to sell or serve alcohol for consumption on the premises under City of College Park Code of Ordinances; and which deny access to any person under the age of 21 and do not employ any individual under the age of 21.
 - Such establishments must secure a certificate of exemption at the time of the

issuance of the initial alcohol license, or at the time of the issuance of the alcohol license upon renewal thereof, and which shall be displayed conspicuously in the manner of the alcohol license.

- Such establishments must have a designated area for smoking that must also have its own separate ventilation system from the main ventilation system for the establishment.

CITY COUNCIL HEARING DATE: May 17, 2021

STAFF: Nikki Washington, City Planner. Shavala Moore, City Clerk.

ATTACHMENTS:

- IndoorSmokingOrdinance5.17.21(DOCX)
- IndoorSmoking (PPTX)

Review:

- Nikki Washington Completed 05/05/2021 2:44 PM
- Rosyline Robinson Completed 05/05/2021 3:24 PM
- Shavala Moore Completed 05/05/2021 5:06 PM
- Police Pending
- Inspections Completed 05/06/2021 9:07 AM
- City Attorney's Office Pending
- Mercedes Miller Completed 05/12/2021 2:03 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3 ORDINANCE NO. ____

4 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF COLLEGE
5 PARK, GEORGIA, BY ADDING ARTICLE VI. INDOOR SMOKING TO CHAPTER 8
6 HEALTH AND SANITATION TO PROVIDE FOR SEVERABILITY TO PROVIDE FOR
7 CODIFICATION TO PROVIDE AN ADOPTION AND EFFECTIVE DATE AND FOR
8 OTHER LAWFUL PURPOSES.

9 WHEEAS, the duly elected governing authority of the City of College Park,
10 Georgia (the "City") is the Mayor and Council thereof; and

11 WHEEAS, the City of College Park is authorized by O.C.G.A. §36-35-3 to adopt
12 ordinances relating to its property, affairs and local government and

13 WHEEAS, the Mayor and City Council have determined that it is appropriate to
14 amend and add said sections of the Code of Ordinances of the City of College Park to be
15 consistent with state law and to further protect the public health, safety, and welfare of
16 the citizens of the City.

17 NOW THEREFORE, BE IT ADOPTED BY THE BOARD OF
18 ALDERMEN OF THE CITY OF COLLEGE PARK, and by the authority thereof:

19 Section 1. Article VI Indoor Smoking Policy of Chapter 8 Health and Sanitation
20 of the Code of Ordinances of the City of College Park, Georgia, is hereby added and is
21 to read as follows:

22 ARTICLE I Indoor Smoking Policy

23

24 Sec. 1. Definitions.

25 The following words, terms and phrases, when used in this article, shall have
 26 the meanings ascribed to them in this section, except where the context clearly
 27 indicates a different meaning:

28 *Bar* means an establishment that is devoted to the serving of alcoholic
 29 beverages for consumption by guests on the premises and in which the serving
 30 of food is only incidental to the consumption of those beverages, including, but
 31 not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

32 *Employee* means an individual who is employed by a business in consideration
 33 for direct or indirect monetary wages or profit.

34 *Employer* means an individual or a business that employs one or more
 35 individuals.

36 *Enclosed Area* means all space between a floor and a ceiling that is bounded
 37 on all sides by solid walls or windows, exclusive of doorways, which extend
 38 from the floor to the ceiling.

39 *Hookah* – water pipe used to smoke shisha, a flavored tobacco or herbal
 40 product.

41 *Place of employment* means any enclosed area under the control of a public or
 42 private employer that employees utilize during the course of employment,
 43 including, but not limited to, work areas, employee lounges, restrooms,
 44 conference rooms, meeting rooms, classrooms, employee cafeterias, and hallways.
 45 A private residence is not a place of employment unless it is used as a licensed
 46 child care, adult day-care or health care facility. This term shall not include
 47 vehicles used in the course of employment.

48 *Public place* means an enclosed area to which the public is invited or in which
 49 the public is permitted, including, but not limited to, banks, bars, educational
 50 facilities, health care facilities, laundromats, public transportation facilities,
 51 reception areas, restaurants, retail food production and marketing
 52 establishments, retail service establishments, retail stores, shopping malls, sports
 53 arenas, theaters, and waiting rooms. A private residence is not a public place
 54 unless it is used as a licensed child care, adult day-care, or health care facility.

55 *Private club* means a corporation or association organized and existing under the laws
 56 of the state, actively in operation within the city at least eight (8) years prior to the
 57 application for a license hereunder, having at least two hundred (200) members
 58 regularly paying dues, for at least five (5) years prior to application for license,
 59 organized and operated exclusively for pleasure, recreation and other non-profitable
 60 purposes, no part of the net earnings of which inures to the benefit of any shareholder
 61 or member, and owning, hiring or leasing a building or space therein for the reasonable
 62 use of its members with suitable kitchen and dining room space and equipment and
 63 maintaining and using a sufficient number of servants and employees for cooking,

64 preparing and serving meals for its members and guests provided that no member or
 65 officer, agent or employee of the club is paid, or directly or indirectly receives, in the
 66 form of salary or other compensation, any profits from the sale of distilled spirits, wines,
 67 champagnes or malt beverages beyond the amount of such salary as may be fixed by
 68 its members at an annual meeting, or by its governing body, out of the general revenue
 69 of the club. For the purpose of this subsection, tips which are added to the bills under
 70 club regulations shall not be considered as profits hereunder.

71 *Restaurant* means an eating establishment, including, but not limited to, coffee
 72 shops, cafeterias, sandwich stands, and private and public-school cafeterias, which
 73 gives or offers for sale food to the public, guests, or employees, as well as kitchens
 74 and catering facilities in which food is prepared on the premises for serving
 75 elsewhere. The term shall include a bar area within any restaurant.

76 *Retail vapor products store* means a retail store utilized primarily for the sale of
 77 vapor products and accessories and in which the sale of other products is merely
 78 incidental.

79 *Retail tobacco store* means a retail store for ages 21 and up utilized primarily for
 80 the sale of tobacco products and accessories and in which the sale of other
 81 products is merely incidental.

82 *Service line* means any indoor line at which one or more persons are waiting for or
 83 receiving service of any kind, whether or not the service involves the exchange of
 84 money.

85 *Shopping mall* means an enclosed public walkway or hall area that serves to
 86 connect retail or professional establishments.

87 *Smoking* means inhaling, exhaling, burning or carrying a lighted tobacco product
 88 including cigarettes, cigars, and pipe tobacco and hookah.

89 *Sports arena* means enclosed sport stadiums and enclosed pavilions, gymnasiums,
 90 health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and
 91 other similar places where members of the general public assemble either to engage
 92 in physical exercise, participate in athletic competition or witness sports or other
 93 events.

94 *Vaping* means to inhale vapor through the mouth from a usually battery-operated
 95 electronic device or vapor product that heats up and vaporizes a liquid or solid. This
 96 vapor product contains a small reservoir of liquid nicotine solution that is vaporized to
 97 form an aerosol mist.

98 *Vapor product* means any noncombustible product containing nicotine that employs
 99 a heating element, power source, electronic circuit, or other electronic, chemical, or
 100 mechanical means, regardless of shape or size, that can be used to produce vapor
 101 from nicotine in a solution or other form. The term 'vapor product' shall include any

102 electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar
103 product or device and any vapor cartridge or other container of nicotine in a solution
104 or other form that is intended to be used with or in an electronic cigarette, electronic
105 cigar, electronic cigarillo, electronic pipe, or similar product or device. [See OCGA [
106 16-12-170]

107 **Section 7 Prohibition of smoking.**

108 *Smoking and vaping is prohibited in public places.* Except as otherwise specifically
109 authorized in this Article, smoking shall be prohibited in all enclosed public places in
110 the City of College Park

111 *Smoking and vaping is prohibited in places of employment.* Except as otherwise
112 specifically provided in this Article, smoking shall be prohibited in all enclosed
113 places of employment, including, but not limited to, common work areas,
114 auditoriums, classrooms, conference and meeting rooms, private offices,
115 elevators, hallways, medical facilities, cafeterias, employee lounges, stairs,
116 restrooms, and all other enclosed facilities.

117 *Smoking and vaping is prohibited on city right of way within ten feet of outside
118 building entrances and windows where smoking is prohibited.*

119 *Smoking and vaping is prohibited in hotel and motel rooms unless rooms are
120 designated specifically for as smoking rooms.*

121 *Smoking and vaping is prohibited in long-term care facilities.*

122 *Smoking and vaping is prohibited in private and semi-private rooms in health-care
123 facilities.*

124 *Smoking and vaping is prohibited inside bars and restaurants, except as otherwise
125 specifically authorized in this Article.*

126 *Smoking and vaping is prohibited in convention facility meeting rooms and public
127 and private assembly rooms.*

128 *Smoking and vaping is prohibited in common work areas, conference and meeting
129 rooms, and private offices in private places of employment.*

130 **Sec. Areas exempt from smoking prohibitions**

131 The regulations of smoking pursuant to this article shall not apply in the
132 following areas:

133 a Private residences, except when used as a licensed child care, adult day-
134 care, or health care facility

135 b An establishment authorized to sell or serve alcohol for consumption on
136 the premises under City of College Park Code of Ordinances and which

137 deny access to any person under the age of 21 and do not employ any
138 individual under the age of 21.

139 1. Such establishments must secure a certificate of exemption at the
140 time of the issuance of the initial alcohol license, or at the time of
141 the issuance of the alcohol license upon renewal thereof, and which
142 shall be displayed conspicuously in the manner of the alcohol
143 license.

144 2. Such establishments must have a designated area for smoking that
145 must also have its own separate ventilation system from the main
146 ventilation system for the establishment.

147 c. Retail tobacco stores and retail vapor product stores.

148 d. Private clubs, military officer clubs, and noncommissioned officer clubs.

149

150 **Sec. 100. Declaration of smoke-free environment.**

151 Notwithstanding any other provisions of this Article, an owner, operator, manager,
152 or other person in control of an establishment, facility, or outdoor area may declare
153 that entire establishment, facility, or outdoor area as a nonsmoking place.

154

155 **Sec. 100. Postings.**

156 No smoking signs or the international "No Smoking" symbol consisting of a
157 pictorial representation of a burning cigarette enclosed in a red circle with a red bar
158 across it may be clearly and conspicuously posted by the owner, operator,
159 manager, or other person in control in every public place and place of employment
160 where smoking is prohibited by this chapter.

161

162 **Sec. 101. Enforcement.**

163 This article shall be enforced by the department of police.

164 a. The city solicitor may initiate any action seeking enforcement of this article on
165 the solicitor's own motion or upon information provided by any citizen. Any
166 officer of the city police department also may initiate an action for violation of
167 this article if a violation occurs in such officer's presence.

168 b. Any owner, operator or manager of any establishment regulated by this
169 article shall inform persons violating this article of this article's provisions.

170 **Sec. 102. - Other applicable laws.**

171 This article shall not be interpreted or construed to permit smoking where it is
172 otherwise restricted or prohibited by other applicable laws, regulations or policies.

173

174 **Sec. 10 - Violations and Penalties.**

175 Every person who owns, manages, operates, or otherwise controls a public place or
176 place of employment and who fails to comply with the provisions of this Article
177 shall be guilty of an infraction, punishable by:

178 A fine not exceeding one hundred dollars (\$100) for a first violation.

179 A fine not exceeding two hundred dollars (\$200) for each additional violation
180 within one (1) year.

181 **Sec 10 - Indoor Air Certificate of Exemption.**

182 (a) Pursuant to City of College Park code, certain establishments authorized
183 for sale or service of alcohol for consumption on the premises are exempt
184 from the prohibition of smoking contained therein as follows:

185 (b) Establishments authorized to sell or serve alcohol for consumption on the
186 premises under this division and which deny access to any person under
187 the age of 21 and do not employ any individual under the age of 21 shall
188 be provided a certificate of exemption by the licenses and permits unit at
189 the time of the issuance of the initial alcohol license, or at the time of the
190 issuance of the alcohol license upon renewal thereof.

191 (c) The certificate of exemption shall be displayed conspicuously in the
192 manner of the alcohol license.

193

194

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

197 **Section 1.** (a) It is hereby declared to be the intent of the Mayor and Council that
198 all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
199 upon their enactment, believed by the Mayor and Council to be fully valid, enforceable
200 and constitutional.

201 (b) It is hereby declared to be the intent of the Mayor and Council that, to the
202 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
203 phrase of this Ordinance is severable from every other section, paragraph, sentence,
204 clause or phrase of this Ordinance. It is hereby further declared to be the intent of the

205 Mayor and Council that, to the greatest extent allowed by law, no section, paragraph,
206 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
207 section, paragraph, sentence, clause or phrase of this Ordinance.

208 In the event that any phrase, clause, sentence, paragraph or section of this
209 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or
210 otherwise unenforceable by the valid judgment or decree of any court of competent
211 jurisdiction, it is the express intent of the Mayor and Council that such invalidity,
212 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
213 render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases,
214 clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest
215 extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
216 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force
217 and effect.

218 Section 4. All ordinances and parts of ordinances in conflict herewith are hereby
219 expressly repealed.

220 Section 5. The effective date of this Ordinance shall be the date of adoption
221 unless otherwise specified herein.

222 SIGNED this _____ day of _____, 2020.

CITIZEN CLERK, CITY OF

Bianca Motley Broom, Mayor

234 **ATTEST:**

235

236

237

238

239 _____
Shahala Moore, City Clerk

240

241

242

243

244

245

246 **ATTESTED BY:**

247

248

249

250 _____

251 City Attorney



Indoor Smoking Ordinance Summary

This ordinance **only** regulates smoking tobacco **indoors** – outdoor smoking is not regulated by this ordinance and therefore permitted in the City.

The updated ordinance establishes that smoking tobacco products indoors is prohibited in all establishments **except** for the following:

- Private residences, except if a licensed childcare, adult day-care, or health care facility.
- Retail tobacco stores and retail vapor product stores.
- Private clubs, military officer clubs, and noncommissioned officer clubs.
- An establishment with an alcohol license which is designated as 21 and up
 - Must secure a certificate of exemption with their alcohol license permitting smoking
 - Must have a designated area for smoking and a separate ventilation system from the main ventilation system



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8855

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Consideration and Action on Moratorium on Shipping Container Buildings

PURPOSE: To consider the imposition of a 90-day moratorium on the acceptance of all applications for permits, licenses, or inspections related to the development of occupied shipping container buildings.

REASON: The attached ordinance proposes a 90-day moratorium on the acceptance of all applications for permits, licenses, or inspections related to the development of occupied shipping container buildings. As occupied shipping container buildings are distinct from standard construction contemplated by existing codes, this moratorium will enable City staff and consultants the time needed to review and research the effect of these developments on the City's comprehensive land use plan, zoning ordinance, the health and welfare of College Park citizens, and whether to adopt regulations governing such developments.

ATTACHMENTS:

- Moratorium on Shipping Containers for business or personal occupancy (004) (DOCX)

Review:

- Danielle Matricardi Completed 05/12/2021 1:06 PM
- Rosyline Robinson Completed 05/12/2021 1:12 PM
- City Planner's Office Pending
- Mercedes Miller Completed 05/12/2021 2:03 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE NO. 2021-05

1 AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE
 2 PARK, GEORGIA ESTABLISHING A NINETY (90) DAY MORATORIUM ON THE
 3 ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES OR INSPECTIONS
 4 RELATED TO THE DEVELOPMENT OF OCCUPIED SHIPPING CONTAINER BUILDINGS,
 5 TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO
 6 PROVIDE FOR AN ADOPTION DATE AND AN EFFECTIVE DATE; TO PROVIDE A
 7 PENALTY; AND FOR OTHER PURPOSES.

8 **WHEREAS**, the City of College Park (“City”) has been vested with substantial powers,
 9 rights and functions to generally regulate the practice, conduct or use of property for the purposes
 10 of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

11 **WHEREAS**, Georgia law recognizes that local governments may impose moratoria on
 12 zoning decisions, building permits, and other development approvals where exigent circumstances
 13 warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274
 14 Ga. 130, 549 S.E.2d 90 (2001); *Lawson v. Macon*, 214 Ga. 278, 104 S.E.2d 425 (1958); *Taylor v.*
 15 *Shetzen*, 212 Ga. 101, 90 S.E.2d 572 (1955); and

16 **WHEREAS**, the Courts take judicial notice of a local government's inherent ability to
 17 impose moratoria on an emergency basis; and

18 **WHEREAS**, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243
 19 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the
 20 public generally, as distinguished from those of a particular class, require such interference; and

21 second, that the means are reasonably necessary for the accomplishment of the purpose, and not
22 unduly oppressive upon individuals." The City of College Park has found that the interests of the
23 public necessitate the enactment of a moratorium for health, safety, morals and general welfare
24 purposes by means which are reasonable and not unduly oppressive; and

25 **WHEREAS**, the Mayor and Council of the City of College Park have, as a part of planning,
26 zoning and growth management, been in review of the City's Ordinances and have been studying
27 the City's best estimates and projections of the type of development which could be anticipated
28 within the City of College Park; and

29 **WHEREAS**, the Mayor and Council deem it important to direct development in a manner
30 that is consistent with the current Comprehensive Plan which integrates all of these concerns and
31 therefore consider this moratorium a proper exercise of its police powers; and

32 **WHEREAS**, the Mayor and Council, therefore, consider it paramount that land use
33 regulation continue in the most orderly and predictable fashion with the least amount of
34 disturbance to landowners and to the citizens of the City of College Park. The Mayor and Council
35 have always had a strong interest in growth management so as to promote the traditional police
36 power goals of health, safety, morals, aesthetics and the general welfare of the community; in
37 particular, the lessening of congestion on City streets, security of the public from crime and other
38 dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities
39 of the City including access to air and light, and facilitation of the adequate provision of
40 transportation and other public requirements; and

41 **WHEREAS**, it is the belief of the Mayor and Council of the City of College Park that the
42 concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well
43 as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine

44 that a community should be beautiful as well as healthy, spacious as well as clean, well balanced
45 as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26, 75 S.Ct. 98 (1954); *Kelo v. City of*
46 *New London*, 545 U.S. 469, 125 S. Ct. 2655, 162 L. Ed. 2d 439 (2005). It is also the opinion of
47 the City that "general welfare" includes the valid public objectives of aesthetics, conservation of
48 the value of existing lands and buildings within the City, making the most appropriate use of
49 resources, preserving neighborhood characteristics, enhancing and protecting the economic well-
50 being of the community, facilitating adequate provision of public services, and the preservation of
51 the resources of the City; and

52 **WHEREAS**, the Mayor and Council are, and have been interested in, developing a
53 cohesive and coherent policy regarding certain uses in the City, and have intended to promote
54 community development through stability, predictability, and balanced growth that is in adherence
55 to the City’s Comprehensive Plan which will further the prosperity of the City as a whole.

56 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
57 **THE CITY OF COLLEGE PARK** and by the authority of the same:

58 **SECTION I.**

59 **FINDINGS OF FACT**

60 The Mayor and Council of the City of College Park hereby make the following findings of
61 fact:

- 62 (a) It appears that the City’s development ordinances, Zoning Ordinance and/or
63 Comprehensive Land Use Plan require additional review by the City of College
64 Park as they relate to the development of Occupied Shipping Container Buildings
65 since these container buildings are distinct and different buildings from standard
66 construction contemplated by existing codes;

- 67 (b) Substantial disorder, detriment and irreparable harm would result to the citizens,
68 businesses and City of College Park if the current land use regulation scheme in
69 and for the above described uses in the City were to be utilized by property owners
70 prior to a more thorough review;
- 71 (c) The City's ongoing revision of its code, comprehensive plan and zoning ordinances
72 requires that a limited cessation of development and building permits, occupation
73 tax permits, and other licenses and permits, with respect to the above-described use,
74 be enacted;
- 75 (d) It is necessary and in the public interest to delay, for an additional reasonable period
76 of time, the processing of any applications for such developments, to ensure that
77 the design, development and location of the same are consistent with the long-term
78 planning objectives of the City; and
- 79 (e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable
80 and do not constitute land use when such moratoria are applied throughout the City
81 under *City of Roswell et al v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90
82 (2001).

83 SECTION II.

84 IMPOSITION OF MORATORIUM

- 85 (a) There is hereby imposed a moratorium on the acceptance by the staff of the City of College
86 Park of any application for variances, permits, inspections, occupation tax certificates, or
87 other applicable licenses for the development or establishment of any "Occupied Shipping
88 Container Buildings".

89 (b) For the purposes of this ordinance, the term “Occupied Shipping Container Buildings” shall
90 include “Any type of building or structure made out of used shipping containers for the use
91 of occupied commercial or residential space. These types of container buildings are
92 separate and distinct from the use of used shipping containers for storage units. “

93 (c) The duration of this moratorium shall be until the City adopts a revision to the City Code
94 of the City of College Park related to the above referenced use, or until ninety (90) days
95 from the effective date of this Ordinance, whichever occurs first.

96 (d) This moratorium shall be effective as of the date of its adoption.

97 (e) This moratorium shall have no effect upon approvals or permits previously issued or as to
98 development plans previously approved by the City. The provisions of this Ordinance shall
99 not affect the issuance of permits or site plan reviews that have received preliminary or
100 final approval by the City on or before the effective date of this Ordinance.

101 SECTION III.

102 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
103 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment,
104 believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

112 (c) In the event that any phrase, clause, sentence, paragraph or section of this
 113 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
 114 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
 115 express intent of the Mayor and Council that such invalidity, unconstitutionality or
 116 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
 117 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
 118 sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
 119 clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,
 120 enforceable, and of full force and effect.

121

SECTION IV.

123 All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of
 124 such conflict, hereby repealed.

125

SECTION V.

126 The preamble of this Ordinance shall be considered to be and is hereby incorporated by
 127 reference, as if fully set out herein.

ORDAINED this _____ day of May, 2021.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8835

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Expansion of College Park's Homestead Tax Credits – Additional Senior Exemptions

The City of College Park extends an Ad Valorem Property Tax Abatement (Homestead Credit) to those residents who can demonstrate their College Park address is their Primary Residence. All owners are eligible to apply through their respective County Tax Assessors Office. Citywide, we currently have 1,138 property owners receiving cumulative tax credits of \$596,206 - an average savings of \$523.00 per household.

College Park offers up to \$40,000 in Assessment Value Credit- equivalent to \$504.76 in tax savings. There are 2 exceptions to this amount. Disabled Veterans (100%) and Surviving Spouses (Widowed) of Emergency Service Workers killed in the line of Duty (Police and/or Fire) receive up to 90,364 in 2020. Annually, the Dept. of Veterans Affairs sets the allowance with inflationary adjustments.

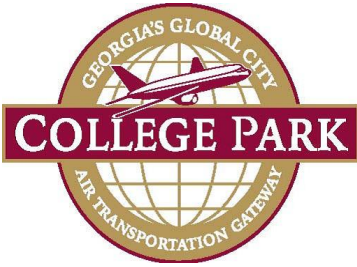
Our Homestead Credit is **NOT** tied to any age or income restrictions.

Fulton County has a tiered system with their codes that account for age and/or income criteria. To help our "Legacy" residents and our most vulnerable senior citizens on fixed incomes, who are fully exempt from paying County Taxes based on their Homestead classification - we wish to provide additional Homestead Tax Credits to enable the City of College Park Tax Statements to become fully exempt as well. Further analysis is needed to identify the specific codes, however to currently exempt **all** of our existing College Park Homestead recipient's, it would cost the City an additional \$55K based on 2020 Assessment Values.

Review:

- Althea Philord-Bradley Completed 05/12/2021 1:09 AM

- Rosyline Robinson Completed 05/12/2021 10:32 AM
- Mercedes Miller Completed 05/12/2021 10:55 AM
- Mayor & City Council Pending 05/17/2021 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8837

DATE: May 12, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Mayor's Ball Donations Discussions

The purpose of this memorandum is to seek direction from Mayor and Council regarding the proceeds received from the Mayor's Ball held, November 10, 2018. The purpose of the Mayor's Ball was to raise funds to provide scholarships to College Park students pursuing a college degree.

Total funds collected from donations, \$120,944.02, which includes a \$50,000 donation from the City. The event's total cost was \$54,296.76. This left a net of \$66,647.26 available for scholarships. To date, funds have not been distributed.

As a result, staff is recommending that the remaining funds of \$66,647.26, be returned to each donor based on the proportionate share of their donation.

ATTACHMENTS:

- Copy of MAYOR'S BALL TABULATION-REVISED (XLSX)

Review:

- Althea Philord-Bradley Completed 05/12/2021 11:24 AM
- Rosyline Robinson Completed 05/12/2021 11:57 AM
- Mercedes Miller Completed 05/12/2021 12:07 PM
- Mayor & City Council Pending 05/17/2021 7:30 PM

Mayor's Ball - November 2018

<u>Date</u>	<u>Donors</u>	<u>Donation</u>
9/7/2018	KEMI CONSTRUCTION CO INC	2,500.00
9/10/2018	WOODWARD ACADEMY	1,500.00
9/25/2018	PRIME ENGINEERING INC	3,500.00
9/27/2018	PENTAGON 540 LLC	500.00
10/3/2018	SYSCO	1,000.00
10/3/2018	WARREN BOND PHOTOGRAPHY INC.&WALLY PARI	3,000.00
10/5/2018	LENOX MICHAEL FORSYTHE	1,000.00
10/12/2018	NATALIE MARTIN	1,000.00
10/16/2018	BEN BROWN	100.00
10/19/2018	TOM CARPENTER	100.00
10/23/2018	COLLEGE PARK GATEWAY	750.00
10/25/2018	JAVIER ORTIZ	1,000.00
10/25/2018	SUNTRUST	500.00
10/31/2018	KAISER PERMANENTE	500.00
11/2/2018	P A MINTER & ASSOCIATES	300.00
11/7/2018	VILAS PATEL	500.00
11/7/2018	SOUTH FULTON AFFORDABLE HOUSING DEVELOPI	1,000.00
11/7/2018	MOODY'S GARAGE, INC.	1,850.00
11/8/2018	CHARLES WORRILL; ALLCORE 360 CASHS	200.00
11/8/2018	SETH ELLINGTON	1,500.00
11/9/2018	ARTIE JONES	200.00
11/12/2018	MICHEAL MASON	100.00
11/13/2018	ZENZ RAE COLEMAN	200.00
11/13/2018	THE JUDGE PENNY BROWN REYNOLDS FOUNDATI	1,000.00
11/13/2018	JANE GUNTER	100.00
11/13/2018	SANDRA ALLEN	50.00
11/13/2018	BRANNON & WHITNEY OWENS	500.00
11/13/2018	NO NAME	20.00
11/13/2018	PATRINA DAWSON	50.00
11/13/2018	TRACEY BERRY	50.00
11/13/2018	MARILYN ROBERTS	20.00
11/13/2018	SGT. J. DAVIS	20.00
11/13/2018	TKF (FUNETIC RINGS)	100.00
11/13/2018	DAN & JESSICA PARSONS	100.00
11/13/2018	MAURICE UNGARO	100.00
11/13/2018	WADE ELMORE	50.00
11/13/2018	JENNY & LEE CONNER WOODWARD ACDMY	40.00
11/13/2018	JONES & JONES TRANSPORTS	41.00
11/13/2018	JENNIFER STEVENS	20.00
11/13/2018	JOYCE WYATT	40.00
11/13/2018	DELETHIA BURDETT	25.00
11/13/2018	CHAPLAIN WALKER CPPD	100.00
11/14/2018	WYAT & SONN TRUCKING	100.00
11/14/2018	KIMBERLY WILSON	50.00
11/14/2018	MR. & MRS. JESSE	100.00
11/14/2018	BRENT RANDOLPH	100.00
11/14/2018	P.R. JONES	25.00
11/14/2018	KATIE & SEAN KILPATRICK	100.00
11/14/2018	PHIL NOYES	500.00
11/15/2018	JESSIE L. PHILLIPS	200.00

Mayor's Ball - November 2018

11/15/2018 MICHAEL DEMPS	25.00
11/16/2018 CHICK-FIL-A	2,500.00
11/16/2018 FINCHER DENMARK	500.00
11/26/2018 MICHAEL OKEN	1,500.00
8/17/2018 GERANIUM MINISTRIES	3.02
9/6/2018 ADAM NOYES	2,500.00
9/13/2018 BEVERLY SMOAK	1,000.00
9/13/2018 CATHERINE ROWELL	100.00
9/21/2018 TRISTAN MARSH	100.00
9/26/2018 ANTONIO MARTEZ	500.00
9/29/2018 JESSE FRASIER	200.00
10/10/2018 SELTON BROWN	200.00
10/17/2018 KRIS KLINGBERG	500.00
10/17/2018 JAMIE SIMS	500.00
10/22/2018 RONAL WILLIAMSON	3,500.00
10/22/2018 DEON TUCKER	1,000.00
10/23/2018 TERRENCE MOORE	1,000.00
10/24/2018 ETHENIA KING	500.00
10/30/2018 N MOTION PRODUCTIONS	100.00
11/4/2018 CONNECT SOUTH FULTON, INC.	100.00
11/4/2018 BROAD RIVER, INC.	3,500.00
11/5/2018 EDMUND WALL	1,000.00
11/5/2018 LARRY WILLIAMS	100.00
11/5/2018 NADINE SCHWARTZ	100.00
11/5/2018 PHYLLIS MINTER	100.00
11/30/2018 WINDSOR STEVENS TEMPLE SQUATE	1,500.00
12/7/2018 HELEN BELLAMY	100.00
1/28/2019 COLLABRATIVE FIRM	1,800.00
3/4/2019 L&R INVESTMENT COMPANY	2,100.00
3/26/2019 COUNCILMAN WYATT	1,000.00
4/3/2019 HAWKS	3,500.00
5/7/2019 L&R INVESTMENT COMPANY	2,200.00
6/6/2019 L&R INVESTMENT COMPANY	2,056.00
7/5/2019 L&R INVESTMENT COMPANY	1,933.00
7/25/2019 CHAPLAIN WILLIAMS WALKER	100.00
8/21/2019 L&R INVESTMENT COMPANY	2,100.00
8/21/2019 L&R INVESTMENT COMPANY	2,000.00
8/29/2019 PIPER JAFFRAY	200.00
11/21/2019 L&R INVESTMENT COMPANY	1,500.00
12/27/2019 L&R INVESTMENT COMPANY	743.00
12/27/2019 L&R INVESTMENT COMPANY	583.00
Total	70,944.02

7/23/2018 CRYSTAL BLACK MILLS	1,750.00
7/23/2018 CRYSTAL BLACK MILLS	1,400.00
9/12/2018 CRYSTAL BLACK MILLS	1,408.60
9/28/2018 CRYSTAL BLACK MILLS	2,433.20
10/9/2018 FREESTYLE PRODUCTIONS, LLC	400.00
10/12/2018 MY HEART ENTERTAINMENT, LLC	1,800.00
10/17/2018 CRYSTAL BLACK MILLS	675.00
10/23/2018 FEDEX/FEDERAL EXPRESS CORP.	33.81

Mayor's Ball - November 2018

10/24/2018 FREESTYLE PRODUCTIONS, LLC	1,000.00
10/31/2018 FREESTYLE PRODUCTIONS, LLC	1,000.00
10/31/2018 CRYSTAL BLACK MILLS	2,100.00
10/31/2018 MY HEART ENTERTAINMENT, LLC	1,800.00
11/4/2018 CRYSTAL BLACK MILLS	914.83
11/4/2018 CRYSTAL BLACK MILLS	1,431.57
11/12/2018 CHAMBLEY PRINTING CO. INC.	792.00
11/19/2018 PROOF OF THE PUDDING	32,030.60
11/27/2018 CRYSTAL BLACK MILLS	2,837.86
11/28/2018 PAYPAL FEES	489.29
Total	54,296.76

Income/(Loss) \$ 16,647.26

Contribution from City	50,000.00
Revenue O/S Hartsfield- Jackson Airport	-
	<u>50,000.00</u>

Total Income from Mayor's Ball 66,647.26

