# Mayor & City Council

## Regular Session Meeting

**~ Agenda ~**

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

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

Experience College Park
Georgia's Global City

**Monday, October 18, 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 October 4, 2021

**ACTION:**

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B. Approval of Workshop Session Minutes dated October 4, 2021.

**ACTION:**

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

A. Discussion and update on top ten delinquent property tax payers. See memorandum dated October 13, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated October 7, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
C. College Park Utility Assistance Grant Program Update. See memorandum dated September 29, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.
D. Consideration of and action on a request for approval to award Multi-year contracts for annual services. See memorandum dated October 5, 2021, from Purchasing Administrator, Willis Moody. Also, see attached supporting documentation.

**ACTION:**

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## 7. Public Hearings

A. Public Hearing to adopt the City of College Park 2021 Comprehensive Plan update. The plan was approved by the Georgia Department of Community Affairs (DCA) on September 8th, 2021 and by the Atlanta Regional Commission (ARC) on September 13th, 2021. See attached memorandum dated October 7, 2021, from City Planner Nikki Washington. Also, see attached supporting documentation.

**ACTION:**

B. Request to Set a Public Hearing for Review of the Final Development Plan for Six West Residential. See memorandum dated October 5, 2021, from City Planner Nikki Washington recommending approval of the final development plans. Also, see attached supporting documentation Ward 1.

**ACTION:**

C. Public Hearing to consider the rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District. See memorandum dated October 4, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 2.

**ACTION:**

## 8. Bids, Change Order Requests and Contracts

A. Consideration of and action on a request for approval of Professional Services Agreement between City of College Park and Pond & Company to provide Supplemental Program Management for Building & Inspection Services. See attached memorandum dated October 13, 2021, from Interim City Manager, Mercedes Miller. Also, see attached agreement.

B. Consideration of and action on a request for approval of amendment to Arena License Agreement with SKYHAWKS. See memorandum dated October 11, 2021, from Interim Executive Director of GICC, Denise Cole. Also see attached supporting documentation.

**REASON:** To extend the term of the licensing agreement with CMWM for one additional year.

**RECOMMENDATION:** The proposed amendment is legally sound and may be approved by the City Council, if it so desires.

**BACKGROUND:** CMWM and the City entered into an Arena License Agreement, on January 11, 2018 (the "Agreement"), pursuant to which the City agreed to license the use of the Arena to the CMWM, subject to the terms of the Agreement, for a period of 12 years. Due to the COVID-19 pandemic, the 2020-2021 G League Season was cancelled.

**YEARS OF SERVICE:** N/A

**COST TO CITY:** N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:** October 18, 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:**

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C. Consideration of and action on Supplemental Lease Amendment #51 between the City of College Park and the United States Government Services Administration (GSA) for the installation of the ATS switch at the Federal Aviation Administration Headquarters located at 1701 Columbia Avenue. See memorandum dated September 30, 2021 from Director of Finance & Accounting, Althea Philord-Bradley. Also, see attached supporting documentation.

**ACTION:**

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9. Unfinished (Old) Business
10. New Business
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: 9062

**DATE:** October 12, 2021

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

**THROUGH:** Mercedes Miller, Interim Ciity Manager

**FROM:** Gabrielle Thornton, Deputy City Clerk

**RE:** Regular Session Minutes dated October 4, 2021

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See attached Regular Session Minutes dated October 4, 2021.

Thank you.

**ATTACHMENTS:**

- RS100421 (DOCX)

**Review:**

- Gabrielle Thornton Completed 10/12/2021 3:13 PM
- Sonya Harold Completed 10/12/2021 3:28 PM
- Mercedes Miller Completed 10/12/2021 3:35 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
OCTOBER 4, 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 Chaplain Marjorie Dent.

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

3. Presentation Of Minutes Of City Council.

   A. Regular Session held September 20, 2021.

**ACTION**: Councilman Clay moved to approve Regular Session Minutes dated September 20, 2021, with corrections, seconded by Councilman Taylor and motion carried as follows: (All Voted Yes).

Packet page 20, line 604 - "…trainer guy…"s/b "…Train or Die Compound…"

   B. Workshop Session held September 20, 2021.

**ACTION**: Councilman Clay moved to approve Workshop Session Minutes dated September 20, 2021, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

   A. Introduction of New Employees by Director of Human Resources & Risk Management Christa Gilbert.

Director of Human Resources & Risk Management Christa Gilbert introduced the New Employees as follows:

Lisa Swann Executive Asst. to Mayor & Council

| | |
|---|---|
| Randy Hunter | Buildings & Grounds/Parks Superintendent |
| Ashlee Houston | Asst. Recreation Leader |
| Sonya Harold | Executive Asst. to City Manager |
| Timothea Morris | Cashier |
| Alex Scitti | Golf Course Manager |

B. Presentation of a proclamation designating October 2021, as "National Arts and Humanities Month" in the City of College Park.

Mayor Motley Broom read the proclamation into the record.

Mayor Motley Broom said Ms. Coakley can give us a little bit of insight of things that are going on in our great City of College Park.

Main Street Manager Renee Coakley said we have students from the local schools that provided art, and we have a display in City Hall, as well as several other businesses in the Main Street program area. So, there were maps placed in City Hall on today at the locations listed, and on the back it has the names of the students. I would advise everyone to please pick up a map and go visit all these businesses while viewing some wonderful art.

Main Street Manager Renee Coakley said another initiative is our mural on Main Street. It will be wrapped up within the next couple of weeks. By next Saturday it should be completed, and we will be doing a big event for that.

Main Street Manager Renee Coakley said we also added public arts to Main Street and downtown, and we look forward to it being successful.

Mayor Motley Broom asked, any question for Ms. Coakley?

Councilman Allen said we also have new art across from the Corner Grille.

Main Street Manager Renee Coakley said right. That is the art structure on Main Street. It is called Nucleus, and there will be a template added to it in the next couple of days that describes what that piece means to the artist.

Mayor Motley Broom said thank you so much for all of your efforts.

C. Presentation of a proclamation designating October 3-9, 2021, as "Public Power Week" and "Green Power Week" in the City of College Park.

Mayor Motley Broom read the proclamation into the record.

Mayor Motley Broom said Mr. Richardson, you and your team do so much to make sure that electricity is flowing to all of our homes and our businesses throughout the city, and we could not be more grateful for your day-in-and-day-out efforts. If you would like to tell us a little about the week itself and more about College Park Power.

Director of Power Hugh Richardson said we will be celebrating, along with the whole nation, for public power facilities, 2,011 of them. We will be trying to get more information out about the benefits of Public Power in Georgia. In Georgia, we have 52 public power entities, and 49 receive their power from MEAG.

Director of Power Hugh Richardson said one thing we can brag about is our emissions free source. These data companies love it. We will try to get the information out. We have our banner up, and we will see how it goes this week.

Mayor Motley Broom said fantastic. Thank you so much, sir. Anybody want to add anything?

Councilman Clay said it's amazing how quickly we get the power back on. And we have a lot of trees and a lot of lines go down, and yet the outage time is very, very short. And some of the things that we've got in our power network that allows us to reconfigure it, so that if a line goes down in one area, it may take out power to the houses right near it, but the rest of the area can be back fed through another line, which I'm not sure how many other communities have that flexibility as much as we do. But I'm amazed at the flexibility that we do have.

Councilman Allen said thank you to your crew, Glen Spivey, and all the people that work for you. We take it for granted that the power is on all the time. But when we have storms, and we have winds and rain and the power goes out, these people go out, they are climbing poles, they are on their trucks out in the rain. So, hats off to every single one of your people. They are very, very much appreciated.

Director of Power Hugh Richardson said thank you Councilman.

Mayor Motley Broom said thank you so much Mr. Richardson.

D. Presentation of a proclamation designating October 3-9, 2021, as "National Fire Prevention Week" in the City of College Park.

Mayor Motley Broom read the proclamation into the record.

Mayor Motley Broom said I can't think of a group that does more to help our residents than our first responders. And the fire rescue group is just an outstanding group of individuals who work, not only this week, but every week to make sure that we are safe and sound and have all the education that we need around so many of these topics. Chief Elmore, I would love to give you the floor to give you an opportunity to give us some more insights.

Fire Chief Wade Elmore said as we know, in fires every second counts. And this week we are planning on providing fire safety education to daycares and schools throughout the City of College Park. But also, it's not just for school kids. It's also for the adults and teenagers. Fire safety is very important. One of the things we will be doing this week is providing smoke alarms into single-family residential homes. All they have to do is call ***404.766.8248,*** and our

firemen will come out and install smoke alarms in all homes. We thank you for your support Mayor & Council. We just want everybody to stay safe.

Mayor Motley Broom asked, does anyone have anything else they want to add?

Councilman Clay said over the last 2 years, they have been doing a tremendous job in spite of COVID-19, and I believe Chief that virtually everybody on the force is trained in paramedics.

Fire Chief Wade Elmore said not everyone. Out of the 67 positions, we have approximately 20 firefighters that are trained as paramedics, including myself, yes, sir.

Councilman Allen said thank you and your staff, fire marshal, everybody for everything they do every day. Like Councilman Clay said, with COVID, everybody is being inside. Everybody is sheltering in place, except for Fire. They are out there and the police are out there. And they go out no matter what the incident is and take care of business. So, thank you for all your crew. We appreciate everything you do.

Fire Chief Wade Elmore said we want to make known that this month is National Breast Cancer Awareness Month. And this month our firefighters will be wearing their pink badges and engravings on their shirts. We did provide you all with a few golf shirts, and I see Councilman Taylor and Councilman Gay have theirs on today. So, I just want to thank you all for your support for allowing us to do this.

Mayor Motley Broom said thank you Chief. We appreciate you and your entire crew. Thank you.

5. Remarks Of Citizens.

a. (Read by City Clerk). Ms. Kathleen McQueen. Good evening, Mayor & Council. I notice on the agenda once again a report on questionable activities with the establishments on Old National. Over the years, I have noticed the blind eye of businesses on Old National. I recall asking a former Councilman why Central Station was allowed back in the city. I received a lax response from the former Councilman; they could not stop a restaurant from coming into College Park.

   Central Station was problematic on Main Street, and it moved back to College Park in 2019. No way should it have been allowed to reopen. Change needs to happen on Old National. It is a diamond in the rough. Think of the proximity of Old National to the airport. There should be reputable businesses, restaurants, and hotels. This is missed tax revenue for the City. Not to mention shifting the reputation of being the "Old Natty Trap Road."

   Mayor & Council, this is our city. We are poised to be a powerful, positive destination. Old National should be filled with amenities similar to Buford Highway, or imagine a farmers market similar to DeKalb Farmers Market, or a live/play similar to Peachtree

City. The opportunities could be limitless. It's time for thinking outside of the box to remove the downlow clubs/restaurants with shady activities in our city.

I believe in this city and so should you. Please do not let businesses like this continue in our city. We are so much better than this. As Mayor & Council, your role is to define the strategic vision ... get out of the weeds with businesses, stay impartial. There are so many businesses that work hard to abide by the ordinances of the City. Let's get other businesses that want to move to the level of ethical greatness. Bottom line, Each Ward Councilman, YOU, are accountable for how you move this city. Park your egos and work for the citizens. Thank you for your time.

City Clerk Shavala Moore said I have 2 additional comments, but they were submitted after the deadline. So, I have no other comments.

Mayor Motley Broom said thank you Ms. Moore. If you wish to speak, you may have the opportunity to do so, if you haven't signed up, for 1 minute. I see 2 hands. Ms. Audrey Wilson, go ahead.

b. I am Audrey Wilson, 2024 Simmons. On today I received a phone call from someone at City Hall that said I was acting as a third party because I encouraged my neighbors to call in and request applications for the COVID Utility Assistance. This person also informed me that I could not even give my neighbors the phone number to call; that they would have to get that on their own. It caused me much despair, and I am asking Council and the Mayor for guidance and clarity on this because we are humans, we are neighbors, we are College Park. Thank you.

c. Mr. Stanley Muhammad said there is some scripture that I would like to read, I Corinthians 15:53 (reading). I want to make sure that we eliminate corruption in our city. And I would like to say that we need to investigate all of the things that's being said from Mayor & Council.

And one other thing, Ambrose Clay keeps mentioning the COVID-19 vaccinations. It's erroneous to call it vaccinations. It's an experiment. There is a plethora of people dying and being killed. And I should not hear anyone promote something to the citizens, not unless you are sure it is actually beneficial to the citizens.

City Clerk Shavala Moore called time.

Mayor Motley Broom said if anyone else wishes to speak, they can raise their hand.

There were no further comments.

6. Other Business.

A. Mayor & Council's consideration in appointing a College Park Business and Industrial Development Authority Board Member to represent Ward 4.

Mayor Motley Broom said Selissa Jefferson is the nomination of Councilman Gay; is that correct, sir?

**(Councilman Gay briefly stepped away)**

Mayor Motley Broom said we will circle back to this item.

Councilman Gay returned for the vote.

**ACTION**: Councilman Gay moved to approve a request from Executive Director of BIDA Artie Jones, III to appoint Selissa Jefferson to the College Park Business and Industrial Development Authority Board to represent Ward 4, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Consideration of and action to ratify the City Manager's recommendations regarding the alcoholic beverage violation at 4855 Old National Highway (Central Station).

Interim City Manager Mercedes Miller said we had a hearing with the City Attorneys and management of that facility. And we are recommending a 90-day cancellation of their liquor license and a $5,000.00 fine.

Mayor Motley Broom asked, any questions for Ms. Miller?

Councilman Allen asked, did Ms. Wilcox attend the meeting?

Interim City Manager Mercedes Miller said no.

Mayor Motley Broom asked, did anyone from Central Station attend the meeting?

Interim City Manager Mercedes Miller said yes, one of the owners attended and the attorneys.

Mayor Motley Broom asked, any other questions for Ms. Miller?

There were no other questions.

**ACTION:** Councilman Allen moved to approve a request from City Clerk Shavala Moore to ratify the City Manager's recommendations of a 90-day cancellation of their liquor license and a $5,000.00 fine regarding the alcoholic beverage violation at 4855 Old National Highway (Central Station), seconded by Councilman Clay and motion carried. (All Voted Yes).

**(Councilman Gay returned to the Zoom meeting)**
**(Back to Item 6a)**

C. Consideration of and action on a request from College Park Main Street Association (CPSMA) to host a Wine Stroll Event. This is a one-time special event to be held on October 4 - 7, 2021. Ward 1.

Mayor Motley Broom asked, any questions for Ms. Coakley?

Councilman Allen asked, is this a band or music?

Main Street Manager Renee Coakley said yes, sir. Recreation & Cultural Arts will have Jazz on the lawn from 6:00 p.m. to 8:00 p.m., and then the Wine Stroll will be from 4:00 p.m. to 7:00 p.m., so they will overlap.

Director of Recreation & Cultural Arts Michelle Johnson said so, stroll down to the City Auditorium.

**ACTION**: Councilman Clay moved to approve a request from City Clerk Shavala Moore for the College Park Main Street Association (CPSMA) to host a Wine Stroll Event. This is a one-time special event to be held on October 21, 2021 from 4 p.m.-7 p.m., seconded by Councilman Gay and motion carried. (All Voted Yes).

D. Discussion of proposed Millage Rate and approval of recommended rate for advertisement for Fiscal Year 2021- 2022.

Director of Finance & Accounting Althea Philord-Bradley said this request is to update the dates for the notice of public hearing. The start should have been September 20, 2021; however, we missed that day, so we are pushing back all dates one meeting. The first public hearing held today at 6:00 p.m. The second one is October 18, 2021 at 6:00. And the final hearing date is November 1, 2021 at 7:30 p.m.

**ACTION**: Councilman Clay moved to approve a request from Director of Finance & Accounting Althea Philord-Bradley to approve the recommended rate for advertisement for Fiscal Year 2021-2022, seconded by Councilman Allen and motion carried. (All Voted Yes).

E. Consideration of and action on a request for approval to submit an application on behalf of the City of College Park for the Law Enforcement and First Responders $1,000 Supplement grant.

Director of Finance & Accounting Althea Philord-Bradley said we have 132 eligible employees. So with the Council's approval, we will initiate the application process.

Councilman Clay said there was an article in the newspaper today that said there are a large number of cities in the United States that have only used a small amount of the grant money the federal government has made available. I find that really hard to believe. But from our standpoint, I think we have used about every penny that we could. And we hear later on in the agenda that we are doing well in the utility area. So, I would like to commend staff for

moving along and getting things in on time, doing what you needed to do to get these grants, so we can get them approved and get the money. Greatly appreciated. And I'm sure the citizens appreciate it as well.

Mayor Motley Broom said I second that. There is a lot of legwork in these grant requests. And I appreciate the fact that staff is working together to make sure that we are at the table and everyone knows that we are out there trying to get all the resources we can for the City of College Park. Any other questions or comments?

There were no further questions or comments.

**ACTION**: Councilman Clay moved to approve a request from Director of Finance & Accounting Althea Philord-Bradley, to submit an application on behalf of the City of College Park for the Law Enforcement and First Responders $1,000.00 Supplement grant. Funding is available through the State of Georgia's Office of Planning and Budget (OPB), seconded by Councilman Taylor and motion carried. (All Voted Yes).

F. Discussion and update on top ten delinquent property taxpayers.

There were no comments on this item.

G. Discussion and update on top ten delinquent utility customer accounts.

There were no comments on this item.

H. College Park Utility Assistance Grant Program Update.

Director of Finance & Accounting Althea Philord-Bradley said as of Friday, October 1, 2021, we are no longer accepting applications for the Utility Assistance Grant. To date, we have dispersed $465,185.52 in funds. We have incurred $51,726.99 in administrative expenses. Our total funds we have available is $600,000.00. We exceeded the $500,000.00 mark. So, with the number of applications waiting for approval and additional administrative expenses, we think we will hit or exceed that $600,000.00 mark.

Director of Finance & Accounting Althea Philord-Bradley said for those that still need to inquire for the Utility Assistance Grant, Fulton County and Clayton County do have funds available, and you can apply on their website for assistance for those that still need it. If you have not received any grants from the City as of yet, the link can be found on the City's website at www.collegeparkga.com. Go over to the governments title and click on the Utility Assistance COVID-19 link, and you should find the Fulton County or Clayton County link to apply for the Utility Assistance Grant.

Director of Finance & Accounting Althea Philord-Bradley said I think next meeting perhaps we will have a final tally of where we are, and that should be the last for the Utility Assistance Grant, unless Fulton County awards us more money to give out.

Mayor Motley Broom said thank you so much Ms. Philord-Bradley.

Mayor Motley Broom asked, any questions for Ms. Philord-Bradley on items 6f-6h?

Councilman Gay said I just had a comment on 6f, the tax consultant for The Villages at College Park, and I can provide that to you. I met with the new owners about the delinquent tax. I can provide you their contact information tomorrow.

Director of Finance & Accounting Althea Philord-Bradley said thank you.

7. Public Hearings.

A. Request to set a public hearing to adopt the City of College Park 2021 Comprehensive Plan update.

City Planner Nikki Washington said DCA and ARC approved our draft. We sent it over to them, and they have no changes from the last draft. If you have any comments before the public hearing, we would like to set it for the next meeting on the 18th.

Mayor Motley Broom asked, any questions or comments for Ms. Washington?

Councilman Gay said it is a very nice report, but I should have provided you some content for some of the items for Ward 4.

City Planner Nikki Washington said if you have something specific, we can look at switching some of them out for you.

**ACTION**: Councilman Clay moved to approve a request from City Planner Nikki Washington to set a public hearing to adopt the City of College Park 2021 Comprehensive Plan update. The plan was approved by the Georgia Department of Community Affairs (DCA) on September 8th, 2021, and by the Atlanta Regional Commission (ARC) on September 13th, 2021, seconded by Councilman Gay and motion carried. (All Voted Yes).

B. Public Hearing to consider the rezoning of 3120 Godby Road from R1 - Low Density Residential to RM – Multi-Family Residential Zoning District Ward 2.

City Planner Nikki Washington said this is a little bit of a weird one. These will be considered detached condos under the RM – Multi-Family Residential District. The recommended condition to have the Homeowners Association or Condominium Association will be required under the ordinance. So, if you do decide to approve it, and I recommended you do all the conditions on that, but that one in particular will have to be a part of this approval, in order for it to be a part of the RM – Multi-Family Residential Zoning.

City Planner Nikki Washington said these are cottage homes. There is a similar project in Clarkston. I provided the link in your packet. It has been very successful. We want to see

if this is something that College Park wants to do. The applicants are here tonight. They will have to go before a variance for the units' sizes.

Mr. Jones-Jennings said we have a video for Ms. Washington to play displaying the community and describing what Ms. Washington is saying. This is something different as a micro home cottage community to provide homeowners a more affordable price. What we call a pocket community would be new for College Park. It has been successful in Metro Atlanta. Clarkston has one of them.

City Planner Nikki Washington said I do have the video.

City Clerk Shavala Moore said I have it, one second.

**(Video played)**

Mr. Booker Washington said this is the unit property (indicating) that we would want to have in College Park. We answered some questions from different members of the Council from the last meeting. Any questions now?

Mayor Motley Broom asked, any questions from the Body?

Councilman Allen asked, would you have trash pickup that will pick up the dumpster, or a trash can at each house?

Mr. Washington said there will be a dumpster service.

Councilman Gay asked, what is the price point and the square footage of these homes?

Mr. Washington said they start at $160,000.00 and the square footage for that is 350, and it goes up to 680 square feet for the biggest foot plan.

Councilman Clay said I got all my questions earlier, so I'm good.

Councilman Taylor said I don't think this is for Ward 2.

Mayor Motley Broom declared the public hearing open.

Mayor Motley Broom asked if there was anyone from the public that would like to speak for or against the rezoning of 3120 Godby Road.

City Clerk Shavala Moore explained how people can join the Zoom meeting to participate.

Mayor Motley Broom said I will give some people a few moments to speak.

Ms. Audrey Wilson said on record, I ask that Mayor & Council continue to approve this development. We talk about a lot of homeownership and the investment that citizens who

own their homes has in the community. I think this would be great for Godby Road when we think about changes and we think about something that has never been done. It seems revolutionary. But we need this type of change to start to change those dynamics in the southern part of our city. I hope you will support it and approve it.

Mayor Motley Broom said Ms. Jefferson is the next to speak, but it looks like she is having some audio issues. Ms. Jefferson, you can insert your comments into the chat box, if the auditory portion is not working.

Ms. Jefferson's comment is as follows via the chat box: I would like to know how much of the subdivision's common area will be maintained, and do the residents have maintenance-free living?

Mr. Washington said the community will be an HOA. So, all common area spaces will be maintained by the association fees collected from the homeowners. So, the maintenance of the homes, the homeowners will maintain their actual property that they own.

Mayor Motley Broom asked, anyone else wish to speak during this public hearing?

Councilman Allen asked, are these houses owned that people could rent out to somebody else? I think about Airbnb's when I see these.

Mr. Jones-Jennings said the City of College Park made it clear that they did not want it to be a rental community. And Airbnb's are illegal in College Park. These will be homeownership only.

Councilman Clay said we put a restriction in there. So, if someone that goes overseas for a year or something, they could rent out their property, but it is limited to a small percent and to be enforced by the homeowner's group.

Mayor Motley Broom asked, anyone else that wishes to speak?

There were no further comments.

Mayor Motley Broom declared the public hearing closed.

**ACTION**: Councilman Clay moved to approve a request from City Planner Nikki Washington for the rezoning of 3120 Godby Road from R1-Low Density Residential to RM-Multi-Family Residential Zoning District, seconded by Councilman Gay. Councilman Clay voted yes. Councilman Gay voted yes. Councilman Taylor and Councilman Allen opposed. Mayor Motley Broom voted in favor of the request. Motion carried.

C. Public Hearing to consider the rezoning of 0 Roosevelt Hwy. (Parcel Number: 09F250301270621) from C2 - Community Business to RM – Multi-Family Residential Zoning District. Ward 2.

City Planner Nikki Washington gave a power point presentation on this item. This is a proposal to rezone the property for an affordable housing development, workforce housing, which I think there was some confusion during our last meeting. It is a program through DCA. You have to be in a certain income bracket, in order to qualify for this type of housing.

City Planner Nikki Washington said the next slide shows the location of the property. It is surrounded by the City of South Fulton. The neighbor is a nonprofit organization that did provide a letter of support for this project, and they are going to be partnering with this developer as well. Anybody can apply to live here should they qualify, but they are going to support each other as they move forward to develop this property.

City Planner Nikki Washington said the City of South Fulton just recently updated their Comprehensive Plan, and they have this area zoned Multi-Family Development along Roosevelt Highway. So, it will fit into their Comprehensive Plan as well. The applicant is on the phone. Any questions?

Councilman Allen asked, these are going to be apartments; is that correct?

Ms. Sarah Burcker said yes.

Councilman Clay said we have in the requirements that this is right underneath a flight path. They will have to be adequately insulated. And I'm guessing 30 dB, which means more insulation than you would put into a regular home. The objective is to get it down to 45 dBA inside the home. And that is in there as I recall, Nikki?

City Planner Nikki Washington said yes, sir, it is.

Councilman Clay said good.

Mayor Motley Broom declared the public hearing open.

Mayor Motley Broom asked if there was anyone from the public that would like to speak for or against the rezoning of 0 Roosevelt Highway.

City Clerk Shavala Moore explained how people can join the Zoom meeting to participate.

There were no comments made.

Mayor Motley Broom declared the public hearing closed.

**ACTION**: Councilman Clay moved to approve a request from City Planner Nikki Washington for the rezoning of 0 Roosevelt Hwy. (Parcel Number: 09F250301270621) from C2 - Community Business to RM – Multi-Family Residential Zoning District, with stipulations made by City Planner, seconded by Councilman Taylor and motion carried. (All Voted Yes).

8. Bids, Change Order Requests And Contracts.

A. Consideration of and action on bids received for materials for upcoming construction and maintenance projects.

Director of Power Hugh Richardson said there is some material we are looking to be needing in the next year. Our main concern is delivery. Some material may not be delivered until July of next year. That is why I want to move on this.

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

Councilman Gay asked, is lighting part of this request?

Director of Power Hugh Richardson said there was some lighting in this, but we are going to rebid that.

**ACTION**: Councilman Clay moved to approve a request from Director of Power Hugh Richardson for materials for upcoming construction and maintenance projects for a total combined amount of $918,741.26, seconded by Councilman Gay and motion carried. (All Voted Yes).

B. Consideration of and action on a request for approval of a trial Service Agreement with Interactive Utility Communications (IUC) to provide call center services for on-call assistance for power outages at a cost of approximately $ 9,000.00 for 90 days.

Director of Power Hugh Richardson said there were some questions and concerns back in June, if there was some way we could minimize the number of calls that go through to this company. We have now set up a recording of when we have a power outage. We can set up a standard recording that will let people know that we are aware of the power outage, and it will be 2 to 4 hours for restoration. They still have the opportunity to talk to a dispatcher. If it is a more detailed outage, we can change that recording. We are asking for a 90-day trial with International Utility Communications. I think we need to try this.

Director of Power Hugh Richardson said Melissa Echevarria has had the experience with this company, if you would like to hear her comments on this. Otherwise, I will take some more questions.

Councilman Gay asked, is it $9,000.00 as a permanent cost to the City every couple of months?

Director of Power Hugh Richardson said $9,000.00 includes the $4,000.00 setup charge. The $4,000.00 setup charge will not happen again.

Mayor Motley Broom said so $5,000.00 for every 90 days.

Director of Power Hugh Richardson said it's just an estimate. We don't know how many we will be getting. It will be used by us and Public Works.

Councilman Clay asked, is this also for trees falling across the road?

Director of Power Hugh Richardson said yes.

Councilman Clay said I had one question. The concern I have is, do you call just 1 number, and the first thing you hear is the recorded message, and if the recorded message does not answer your question, yes, we do know about your power outage, and yes, it will be fixed in 2 hours or 3 hours or what have you. Then you go on, not 2 different numbers to call; is that the case?

Director of Power Hugh Richardson said that's right.

Councilman Clay said the reason it's an estimate is it is a $1.00 and some cents per call, and a minimum of 1 minute time on the call if you talk for 10 seconds. And that is only if you call through the dispatcher. You don't get charged to call the information number.

Director of Power Hugh Richardson said that's correct.

Councilman Clay said one thing I saw on packet page 256 (reading), I would say with this approval, I would want to make a requirement of whoever makes the motion that we will provide a file. There is no not providing a file. And the second thing is: Another way I interpreted it was, if there is no record, and I see now that yes, that is the interpretation. But what happens if there is no record in the flat file of this customer?

Director of Power Hugh Richardson said they would give us an address, and our guy will know whether it is in our territory or not. That is why you have to get the file. That is the key to this, so we don't go out and restore power to one of their customers.

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

There were no further questions.

**ACTION**: Councilman Allen moved to approve a request from Director of Power Hugh Richardson for a trial Service Agreement with Interactive Utility Communications (IUC) to provide call center services for on-call assistance for power outages at a cost of approximately $9,000.00 for 90 days, seconded by Councilman Clay and motion carried. (All Voted Yes).

C. Consideration of and action on a request for approval of a one (1) year contract extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia International Convention Center and Arena, plus additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation

Center, Conley Recreation Center/Auditorium, Fire Station #2 & #3, and the Memorial Police Precinct).

Interim Executive Director of the GICC Denise Cole explained the request.

Councilman Clay said on the contract for the GICC, on the cover page it says golf course, on the actual first page of what I guess would be the contract attachments, it does not mention the golf course. And I think Mercedes indicated that you were going to change that page, so that it does mention it, and we don't have any HVAC there. So, it's not like we have a chiller there. So, that all makes sense. What we are voting for tonight includes the changed words in the contract.

Interim Executive Director of the GICC Denise Cole said yes, sir, that will be added. And with the golf course, that will be as needed.

**ACTION**: Councilman Clay moved to approve a request from Interim Executive Director of the GICC Denise Cole for a one (1) year contract extension with Legacy Mechanical Services, Inc., for HVAC maintenance at the Georgia International Convention Center and Arena, plus additional city facilities (City Hall, Brady Recreation Center, the Public Safety Complex, the Tracey Wyatt Recreation Center, Conley Recreation Center/Auditorium, Fire Station #2 & #3, and the Memorial Police Precinct), in the amount of $147,502.00 for the Convention Center and Arena and $53,210.00 for the additional City facilities, seconded by Councilman Allen and motion carried. (All Voted Yes).

D. Consideration of and action on the selection of a new unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center.

Interim Executive Director of the GICC Denise Cole said we are seeking approval to move forward with ARGUS Event Staffing, LLC. They came in at our budget, and they are currently one of the companies that we are utilizing for unarmed security for events at the GICC and the Arena. I ask Council to move forward with this company.

Councilman Clay asked, are these the same one that you are primarily using, or do you use several, and you are just picking one out of the several?

Interim Executive Director of the GICC Denise Cole said for contract security, they are primarily the ones that we use. There was an open bid, and out of the bid process, they were the ones that came within the budget.

Councilman Clay asked, who is doing the in-house now?

Interim Executive Director of the GICC Denise Cole said All In One is doing it now. They could not bid when the open bid was put out.

Councilman Clay said so it is a new group for the in-house, but they are not new to us.

Interim Executive Director of the GICC Denise Cole said that's correct, sir.

Councilman Allen said I think they do a good job at the Arena.

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

**ACTION**: Councilman Clay moved to approve a request from Interim Executive Director of the GICC Denise Cole for ARGUS Event Staffing LLC as the new unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center, for one (1) year contract at a total amount of $208,000.00 for both locations, seconded by Councilman Allen and motion carried. (All Voted Yes).

E. Consideration of and action on a request for approval of an Agreement of Automatic Aid between the City of College Park and the City of East Point and the City of Hapeville to provide and receive additional emergency response coverage for each jurisdiction automatically.

Mayor Motley Broom asked, any questions for Chief Elmore?

Councilman Clay said no.

**ACTION**: Councilman Clay moved to approve a request from Fire Chief Wade Elmore for an Agreement of Automatic Aid between the City of College Park and the City of East Point and the City of Hapeville to provide and receive additional emergency response coverage for each jurisdiction automatically, seconded by Councilman Taylor and motion carried. (All Voted Yes).

9. Unfinished (Old) Business. None.

10. New Business. None.

11. City Attorney's Report. None.

12. City Manager's Report. None.

13. Report of Mayor and Council.

Councilman Clay – said in preparation for the public hearing on the battery energy storage system, this is a fairly complicated project from an approval standpoint as I see it. And I think it's a wonderful thing for the environment. It's complex. There have been some issues throughout the country with the kind of facility like this. And if we are going to implement it, from my standpoint, we have to do it safely.

Councilman Clay said so, I think we have an ethical responsibility to the citizens of South Fulton who are going to live close to it. And, in fact, we just approved something tonight that is also going to be not quite so close but in the general area. But we also have a fiduciary

responsibility to the City, and I think the benefit to the environment and the financial benefit to the City warrants us to do our best job to make a fair judgment as to whether we can build this safely.

Councilman Clay said we had a consultant, a lot of different people look into this. God knows I've looked into it. What I have concluded at this point, is when we write up our requirements for approving this, assuming it is approved, the requirements that Nikki is going to be carrying the ball on, and I think Nikki you drew the short straw on this, you are going to be carrying the ball, but you need a lot of help. And I think the primary help will be coming from the City Attorney and the Fire Department, but several different organizations are involved.

Councilman Clay said I'm going to suggest that what we do is we put together the approval requirements for this in an actual attachment document form, so that instead of just mixing it in with the report and we keep adding pieces. I have something I want to add. The Fire Department has things to add. And from a traffic standpoint, I think we have things to add. Mr. Hicks has things that he wants in there from a Cybersecurity standpoint, not ours but theirs. And to be honest with you, I'm bound and determined, if I'm going to approve this, I have to feel it is safe.

Councilman Clay said so, I'm asking that we have Nikki create a structured document that would have, let's say a section on fire and explosion; a section on traffic; and a section on Cybersecurity. So, Nikki would be the quarterback, and she would be working with Artie Jones for many of the planning issues. So, we have a 2 or 3 page document that would become part of the motion, and Nextera would have to sign up to agree to do, if they are going to meet our requirements. And I wanted to bring that up to the Council because I am only 1 vote. But if it is going to get my vote, I want it to be organized, and there is no confusion, no ambiguity. We say exactly what we are expecting out of this. Anybody that wants to respond to it, jump in.

Mayor Motley Broom asked, anyone have anything to add?

Councilman Allen said it's important to do our due diligence. We need to look at every single thing before we make a decision. It is very, very important to a lot of our residents either way. We need to dot our I's and cross all of our T's, before making a decision.

Councilman Clay said I think this is the most complex zoning decision that I've ever seen come before Council while I have been on.

Councilman Clay said the second item I have is we've had some branches down at Barrett Park for weeks. And first off, I'd like to commend our Public Works Department. I think Melissa Echevarria has done just a fantastic job of responding quickly to things. So, it's not a criticism. Because I know I reported some things at Barrett Park, and they got cleaned up real fast. We have had some branches on this one tree that have been bent down. They are dead on the ground. And I'm concerned about the fact that I shouldn't have to report that. Citizens can and should if they find it necessary, but we ought not to be reporting that

ourselves. And this is not directed just at the Barrett Park issue. We need to be proactive and as much as possible. INotify goes a long way in doing that.

Councilman Clay said I walk every day, and I can report 2 or 3 things on any walk. But every time I go to use the app, it doesn't know who I am. I have to go in and key in my email address, put in my password, while I am walking along and take a picture. But I have deposit apps on my phone. All I have to do is look at my phone, and I can deposit checks. Why does it even need a password from me, and why can't it be setup so it recognizes that yes, it's Clay's app, and it's on his phone, and he logged in once and setup an account and know who I am, and it doesn't need a password? We want to make this easy for people to use.

Councilman Clay said I went by the park today and I said the heck with it. I'm not going to report this. Michael and I talked about this, and he is going to look into it. We need as many eyes and ears on the ground as possible. We are a little short staffed these days. We need the help. Let us know when you see something. Let's make it as easy as possible for them. I hope you will indulge Michael to come back and make some suggestions as to the iNotify people to get that fixed. I think that's it. That's all I have.

Councilman Taylor – said on the cottage homes that we just approved today, I am against it. I think we just put in some legislation for a person who has a structure in their backyard, they can't have a kitchen or a bathroom. Some of these homes in College Park are bigger than 300 and 800 square feet. And we are going to allow someone to build cottage homes that are 300 square feet. But we have citizens that have been living here with 400 square feet, and they can't do what they want to do, and they have been living here. We are saying one thing and doing another. It's not even making sense. We made a bad deal by doing this. I don't understand why we did it. That's all I have.

Councilman Allen – said I want to thank HR seeing the new employees come on board. And we have a lot of new people that came on board this past month. Welcome, every single one of you. You are coming into a great city. A good example of an employee that has just done an excellent job is Melissa Echevarria. She has done an outstanding job, since she has been on board. A lot of people are jumping behind her and seeing some things done. Like Councilman Clay said, we need to all be looking at some of these projects that we have as we see them and make sure that we let the right people know. Go into your app, and it gives us a record of what has been reported.

Councilman Allen said we have a couple of power programs this week going on. We have a Fire Prevention Week going on there, and we have a Customer Service Week going on. Just remind people that are out there when you see the power, or when you drive up to pay your bill, just thank the employees. It goes a long way.

Councilman Allen said one concern I see is homelessness. We need to look at that in the future and have some thoughts about that. It bothers me when you drive down the road and you see people sleeping on benches. What scares me is somebody is going to come up and startle them, and they are going to jump up with a knife or something like that. It's a big issue all over the state, all over the world right now. That's all I've got.

Councilman Gay – said I want to thank the employees, mostly the directors, who participated in the Ward 4 Town Hall Meeting. They were extremely professional. They provided good information. High energy. And I am just thankful for your cooperation and professionalism.

Councilman Gay said the second person I want to thank is on Roosevelt Highway. There has been dense brush that needed to be cut back for almost 3 years, and the new Buildings & Grounds Superintendent made it happen. I was surprised. I was riding by Saturday, and I thought it was another organization, and it was us. I would recommend that they contact CSX Railroad to see if there is any way we can get any type of compensation for doing that. They should share some of that responsibility.

Councilman Gay said listen, this is an election season, and I noticed that the previous Ward 1 had 3,100. It is still showing in the vote data that it was Ward 4. I just want to be sure that everybody's vote gets counted. We need to make sure that the registration elections know that this is not Ward 4. We need to inform the citizens on early voting. I am getting calls from people on early voting. I wish we can do some kind of outreach to educate the community on where to vote.

Councilman Gay said to the Police Department, Thursday night I was on Herschel Road and a chicken was on the road and people were going around the bird. I decided to try to pick the bird up. A police officer happened to pull up. He put his light on, and he stopped the traffic while we caught the chicken, and he put the chicken in the back of his car, and he took the chicken to Animal Control. It shows that our staff does amazing things. That's all I have.

Mayor Motley Broom said I heard about that chicken. The story gets better. It is a great illustration of the dedication that we have throughout this city.

Mayor Motley Broom – said I have a few things. Number I and 2 are in relation to the proclamations we gave 2 weeks ago. One of them was to Jane Randolph. Sadly, she passed away over the weekend. For her years of service and dedication to this City was, I think, probably something you only see here, and a real testament to her enduring legacy now that she has passed on. We have so many things to be grateful for, and I am so glad that she was able to embrace that outpouring of love from the entire city.

Mayor Motley Broom said the second proclamation was for Thomas Kennedy Sampson & Tompkins, LLP. They celebrated their 50th celebration. It was just a wonderful celebration of a law firm that has meant so much to the entire Metro Atlanta region and beyond. And you wouldn't necessarily think of it when you pass them on Main Street, but it is an institution. It was such a great opportunity for the entire community to gather in celebration of 50 years of excellence in the legal field. And Councilman Clay and I discussed this at the event. They commemorated 4 employees who have a combined 175 years of service to the firm. One of them had worked there for the entire 50 years. I think that says something, not only about these individual employees, but that work environment and the great work that they are doing at TKST. So, congratulations again to them.

Mayor Motley Broom said I will be having office hours for October 14, 2021 from 1:00 p.m. to 5:00 p.m.; and October 25, 2021 from 8:00 a.m. to 5:00 p.m.. Call ***404.669.3755*** for an appointment. I look forward to talking to as many of you that want to come and see me.

Mayor Motley Broom said we still have spots on our youth council. It has been extended. You can email cityclerk@collegeparkga.com and sign up for the youth council. We have students in our city in the 8th through 12th grades who can contribute, and we want you to be a part of how this city works and how cities across Georgia are working.

Mayor Motley Broom said there are a lot of things going on. One of them is Georgia Cities. There are a number of events going on for Georgia Cities Week. We are posting those on our social media. There is rock wall climbing. It is being celebrated through the city because 537 Georgia cities have so many things to offer, and it's a great opportunity to celebrate them.

Mayor Motley Broom said lastly, Chief Elmore, there is a great opportunity this week to make sure you have the proper safety precautions in your home. Our firefighters will come and install those smoke detectors for you. Call ***404.766.8248*** to get an appointment to get those smoke detectors installed. If it can prevent any fires and deaths, we should do that. And I hope you will pass that along to your neighbors.

Mayor Motley Broom said there is a Clean-Up Day planned and a Shred It Day on the 9th on Saturday. There are a lot of great things going on in our city.

Mayor Motley Broom said the next thing is the approval of the executive session minutes, and one item out of executive session on Cybersecurity Issue A.

14. Executive Session.

**ACTION**: Councilman Clay moved to approve Cybersecurity A, seconded by Councilman Allen and motion carried. (All Voted Yes).

15. Approval of Executive Session Minutes.

**ACTION:** Councilman Clay moved to approve the Executive Session Minutes dated October 4, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

16. Adjournment.

Mayor Motley Broom declared the Regular Session adjourned at 9:02 p.m.

**CITY OF COLLEGE PARK**

_____

**Bianca Motley Broom, Mayor**

**ATTEST:**

_____

**Shavala Moore, City Clerk**

# CITY OF COLLEGE PARK

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


## REG SESSION AGENDA REQUEST

DOC ID: 9063

**DATE:** October 12, 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 October 4, 2021

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See attached Workshop Session Minutes dated October 4, 2021.

Thank you.

**ATTACHMENTS:**

- WSS100421 (DOC)

**Review:**

- Gabrielle Thornton Completed 10/12/2021 8:36 AM
- Sonya Harold Completed 10/12/2021 11:28 AM
- Mercedes Miller Completed 10/12/2021 2:24 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
OCTOBER 4, 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, and Cybersecurity, seconded by Councilman Allen and motion carried. (All Voted Yes).

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

The workshop session reconvened at 6:00 p.m.

1. **Discussion of proposed Millage Rate and approval of recommended rate for advertisement for Fiscal Year 2021-2022.**

Mayor Motley Broom said this is the first of 3 public hearings scheduled to receive public comment. If you would like to log in to have an opportunity to speak on the Millage Rate for the upcoming year, you can go right ahead, and Ms. Moore will give you the information about how to do that.

City Clerk Shavala Moore gave the instructions of how to go online and join the meeting for comment.

Mayor Motley Broom declared the public hearing open.

Mayor Motley Broom said we are not increasing the Millage Rate. That is not the proposal. The proposal is to maintain the same Millage Rate of 12.619 mils. If you take a look at our Workshop Agenda Packet, pursuant to Georgia Code, we need to advertise this in a particular way, but the Millage Rate itself is not increasing. We will give people an opportunity to log in. This is the first of 3 public hearings. The other two will be on October 18, 2021 at 6:00 p.m. and November 1, 2021 at 7:30 p.m.

There were no comments made from the public.

Mayor Motley Broom declared the public hearing closed.

**2. Review of a proposed Ordinance for Pedicabs.**

City Planner Nikki Washington said we had a meeting on this item 2 meetings back. We went over it with the City Attorney and came up with the ordinance that is in your packet. There are a couple of slides for this. Shavala has the slides.

**(Slideshow)**

City Planner Nikki Washington asked, any questions?

Councilman Allen asked, on packet page 22, third-party advertising, do we need to limit that to say no political advertising? Because people can get a little bit out of hand. Do we want to say that they can advertise for political office on the side of the cabs?

City Planner Nikki Washington said we can put it in, if that is the wish of Council.

Councilman Allen said or any negative political advertising.

City Attorney Winston Denmark said getting into the content-based regulation of speech would be difficult. And the law tends to give less protection to commercial speech. But even with those lessened constitutional protections, I still don't think we can get away with a content-based restriction like that. We may be able to do something, but we would have to tread very, very lightly.

Councilman Allen said it was just a thought that came across. Also, soliciting passengers. When I go to a city that has Pedicabs, they usually have people that are soliciting pretty hard. Nikki, do we have any enforcement in there for that?

City Planner Nikki Washington said I would say that becomes a police issue and harassment issue that we would have our police officers enforce, just as we would have them enforce this ordinance. This is going under Chapter 16, Streets and Traffic, so it would fall under their jurisdiction.

City Planner Nikki Washington asked, are you asking what is the punishment, I guess?

Councilman Allen asked, who is going to cite them? Code Enforcement? Police? Who is going to cite them, if they continue to solicit, if they do?

City Planner Nikki Washington said it would be the police. We wouldn't have Code Enforcement get involved in this. It will be a Streets and Traffic issue.

Councilman Clay asked, but should we have that in the ordinance?

Mayor Motley Broom said we do have it in the ordinance under 16-99. No soliciting is in there, and the penalties are further down, and they relate to Section 1-8 of our Code. Any violation would be a misdemeanor.

Councilman Allen said the last comment I had is on some of the streets, Virginia and Bobby Brown Parkway. I think Bobby Brown Parkway is in East Point. So, we need to make sure that the cities are in College Park. Or, are they going to be allowed to go outside of College Park?

Councilman Clay said we can't legislate outside of College Park anyhow. I had that same issue with Bobby Brown Parkway.

Councilman Allen said Norman Berry Drive, as well. We have to make sure that those are within the city limits.

Councilman Clay said they have a statement in there, John Calvin on Main Street; that makes no sense. We should have a diagram in here. At one point Dr. Chisulo did have a diagram that showed some of the streets. I think it's a lot easier to understand, don't you?

City Planner Nikki Washington said yes. We can put a diagram in there.

Mayor Motley Broom asked, would it be helpful if that was done with the hope of say, someone with GIS capability?

City Planner Nikki Washington said yes. That's the route I'm planning to take. It shouldn't be too difficult.

Councilman Clay asked City Planner, did you get an answer back from Winston on my question about people who might be out on bail?

City Planner Nikki Washington said I did not. It's on my list for our legal meeting tomorrow.

Councilman Clay said let me bring both of those up. Winston, on packet page 21, Item (e), we say you cannot have a conviction of a crime involving physical violence to another person under either state or federal law (reading). My thought was, well, what about someone who has committed a crime allegedly, they are out on bail, so now we run into the presumption of innocence until proven guilty. But do we want somebody who is out on bail convicted of a crime looking at running our Pedicabs? How do you address that?

City Attorney Winston Denmark said they have not been convicted. But, obviously, the Code of Conviction Standards beyond a reasonable doubt, and for all purposes of our ordinances, we are not trying to delve into a criminal manner. We are looking at it from

an administrative and civil perspective, which generally has a lower standard. We can limit it, even though the person has not been convicted. That may not be popular.

City Attorney Winston Denmark said in an employment context, if someone were accused of a crime and even acquitted, an employer can terminate that employee based on that. Because even though you were not guilty beyond a reasonable doubt, by a preponderance of the evidence we think you did it, which would be enough in a civil context. We always see where someone is acquitted on the criminal side, but they are found to be civilly liable. We are not holding to a criminal law standard.

Councilman Clay said if everybody agrees with that. I would be embarrassed, to say the least, if we were having Pedicab drivers that were out on bail, for some kind of a crime against people, who are running our Pedicabs. I think that would be an issue. And I would like that to get worked in there somehow; that if we can prevent that, we can prevent it. I don't know whether anybody else cares, but I care.

Mayor Motley Broom said I hear what you are saying. I think the presumption of innocence is an important one as well. Is there an opportunity for us to require notification, if someone has been charged with a crime, and then take a look at the totality of the circumstances, as opposed to making a blanket statement that someone's permit would be suspended, but this one can be suspended for the following reasons?

Councilman Allen asked, could the company suspend the person until the outcome?

Mayor Motley Broom said sometimes the outcome of cases takes years, especially in our current environment. People aren't spending much time in places like the Fulton County Jail. Because A, no space. B, we are in the midst of a pandemic. And C, it's the Fulton County Jail. Somebody could have a case pending for 2 or 3 years.

Councilman Clay said I think it's a sensitive issue because there is - - We proclaim ourselves as being innocent until proven guilty, and yet, somehow it just doesn't feel good that you would want somebody running your Pedicab that had a problem. That's why I bring it up. I'm not a lawyer, so I don't have a good answer.

Mayor Motley Broom said we could have someone who was charged with family violence, and it was found that perhaps they weren't the aggressor, or perhaps there was a mutual combat issue. Something along those lines.

Councilman Allen said I think it is hard to enforce.

Mayor Motley Broom said I understand your concerns Councilman Clay. If someone has been accused of snatching a woman off the street and raping her in an alley and is operating a Pedicab and we don't know that; that's a problem.

Councilman Clay said that's a problem with a regular cab, too, right? How do we handle it, and how do the private cab companies handle that?

Mayor Motley Broom said that was taken after Savannah, right? Is this what their language was in reference to for this particular issue, the operator's permit, and the reasons for the suspension?

City Planner Nikki Washington said yes.

Mayor Motley Broom asked, do we know of any issues that Savannah has had with people of unsavory issues in their past?

City Planner Nikki Washington said I do not, but I can look into it.

Councilman Clay said I think Winston and Nikki need to think about how you might handle this. Because to the example that Ken brought up, an employer, I know that we had issues when I worked in industry. You could get yourself in trouble just by bringing questionable reputation to the company. I don't know.

Councilman Clay said that leads me to a second thing that I think we need to talk about. And by the way, I am all for this Pedicab. I totally support it. I have been working with Dr. Chisulo on it. I just want to make sure it works and works well. I think it's a great idea.

Councilman Clay said the other thing that occurred to me was, there are issues in there about not impeding traffic, for example, et cetera, et cetera. What I'm thinking is, I would like to see if there is a way to conditionally approve the ordinance as a trial. In other words, we say we are going to implement this ordinance. It is good for 90 days or for 180 days. And at that time we evaluate whether it needs to be adjusted. And maybe we put a moratorium on it. For example, if this was causing traffic problems that we hadn't anticipated, but we have this ordinance on the books, if we set it up as a trial, then we can say, well, it didn't work out like the way we had hoped it would work out, and we kill the ordinance. Can we do that? Just a thought.

City Attorney Winston Denmark said we are going to run into vested rights issue. Individuals will claim that they spent money or resources in order to operate this business, then we pulled the rug out from under them and left them holding the bag. In the provisional ordinance, we could say that no rights will vest, so on and so forth, but I still think it would be problematic. People would still make the claim. I think it would be very difficult to do that.

Mayor Motley Broom asked, who would want to make that investment?

City Attorney Winston Denmark said it would not be a smart move to make. The possibility exists that someone will be betting on the come. That is something we would contend with. And as I said, I'm not satisfied how successful the argument would be. I'm just saying what we might encounter on the backend.

Councilman Clay asked, what if we were to do something like we did on the container when we modified our Code to allow containers, and then simultaneously we put a moratorium on anyone else coming in for 90 days? We know that Dr. Chisulo and the other company wanted to do this. They are planning to start small. In my mind I think of it as a trial. And what is going through it is, if we start a trial with them, and put a moratorium on it at the same time, you have no other investors, no other group that would be coming along that would be investing a whole bunch of money.

City Attorney Winston Denmark said the moratorium suggests that we need more time to evaluate it to do some things to get the ordinance in order, which would be a curious thing to say, would be, we just enacted the ordinance. They can make the argument that we are not imposing the moratorium in good faith.

City Attorney Winston Denmark said there may be a way to accomplish this, but it would require a little bit of thought on my part as to how to accomplish a short-term evaluation period of this ordinance for this program, while not allowing rights to vest, such that it would be amenable to any type of claims. I think it is doable. It may not be as complicated as I'm making it sound. But I just need to be cautious about things like this, because what I don't want is for the City to be sued, whether it would be meritorious or not. I want the public to be on fair notice that this is a short-term trial, and the Council would revisit the matter after 60, 90, 120 days, whatever the Council saw fit. So, if everybody would open their eyes wide open with that understanding, we might be able to craft legislation that accomplishes that, while not exposing the City to liability.

Mayor Motley Broom said I know this proposal was brought to us by one group. But if someone else wants to do this and is interested in participating in this, if we move forward on this, we are not setting up an ordinance for one company. We've got to act with that in mind. I don't think that we are going to have a dozen people that want to come and do Pedicabs in College Park. I think that is highly unlikely. But if we have 2 or 3 that thinks this is a good opportunity, then they would have to fall under the same regulations. If it is good for the goose, it is good for the gander.

Councilman Clay said something else just occurred to me as you were saying that Mayor. We had a Go Bus several years ago which was not terribly successful. But the City ran the Go Bus. We had someone run it for us, but it was a city-sponsored event. What if we, the City, sponsored the Pedicabs like we did the Go Bus, and then we employed an operator to operate that? I just throw that out. I don't know that we need to discuss it at this point, but that might be another way to get at it.

Mayor Motley Broom said I am less than lukewarm about that idea Councilman, but I'm curious about the thoughts of the rest of the Body.

Councilman Allen said I would rather the City not get involved with it right now. It could take a lot of manpower, a lot of work and money, and I don't think we have that right now.

Councilman Clay said I don't know that it's a good idea either. But I didn't mean to imply in any way that it would cost us anything. I just meant that we would hire somebody to put the process in place, and then hire somebody to execute it, and we don't pay anything for it. That was the way I was thinking.

Councilman Allen said we need to have something in there I believe that says, you know, any street that the City deems unsafe for Pedicabs, have something in there that we can take some of these streets off, if we deem it necessary to not have Pedicabs. And I don't know if we have that in there or not.

Mayor Motley Broom asked, would that be an amendment to the ordinance?

Councilman Clay said yes. We have not done anything like this. We don't have any experience with this. And I can think of different ways it can go wrong. And if I think long enough, I'm probably going to think of some more. So, if there is some way to do this as a trial period without vesting rights, without creating a legal situation, that's where I'd like to go Winston.

City Attorney Winston Denmark said I'm sure we can work it out Councilman.

Mayor Motley Broom asked, any other thoughts, questions, or comments?

There were no further thoughts, questions, or comments.

Mayor Motley Broom said we will see everyone at 7:30 at our Regular Session Meeting.

Mayor Motley Broom declared the Workshop Session adjourned at 6:29 p.m.

**CITY OF COLLEGE PARK**

_____

**Bianca Motley Broom, Mayor**

**ATTEST:**

_____

**Shavala Moore, City Clerk**

# CITY OF COLLEGE PARK

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


**REG SESSION AGENDA REQUEST** DOC ID: 9176

**DATE:** October 13, 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

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**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 September 14, 2021, the City has collected 98% of 2020's Ad Valorem taxes due.

**CITY COUNCIL HEARING:** October 18th, 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 10072021 (002) (PDF)

**Review:**

- Althea Philord-Bradley Completed 10/13/2021 1:02 PM
- Sonya Harold Completed 10/13/2021 1:53 PM
- Mercedes Miller Completed 10/13/2021 1:55 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

**City of College Park**
**Department of Finance & Accounting**
**Top Ten Delinquent Property Tax Accounts**
**As of October 7, 2021**

| Lien | Taxpayer Name | Property Address | Business Name If Known | Amount | District - Tax Type | Additional Comments | Tax Years |
|---|---|---|---|---|---|---|---|
| Y | YC Atlanta | 1419 Virginia Ave | Clarion Hotel | $ 111,605.90 | Fulton - Real & Personal | Official Bankruptcy claim. 5/20/21 Still reaching out to Debtor in Possession to get payment/release of payment status | 2020 |
| Y | ExpressJet | 0 Candler Way | | $ 72,596.52 | Fulton - Real | Uncollectible - County Assessor reclassified property to Exempt status. Owner seeking refund on paid taxes 2017-2019 ($225K). 6/23/21 Requested response from Chief & Deputy Chief Appraiser on taxability issues on Capital Improvements utilizing Statute 6.3.25 - Allows for the taxation on Improvements - Legal is involved in pursuing matter too | 2020 |
| Y | Hydro Generation Inc | 2561 West Point Ave | f/k/a Atlantis Hydroponics Pensacola LLC | $ 4,593.42 | Fulton - Personal | 8/19/21 Idenified Owner and new mailing addresses. Sending out statements and calling place of business. Working account. | 2019-2020 |
| Y | Uncle Maddios Pizza | Hartsfield ConcT | | $ 3,353.78 | Clayton - Personal | 8/19/21 Calling District Mgr, Emailing & Mailing Statements. Concessionnaire Joint Venture operation. There was an April 2019 Chp 11 filing - we were not listed as a creditor | 2019-2020 |
| | Walker James H | 2071 Rugby Ave | | $ 2,439.50 | Fulton - Real | 10/7/21 Spoke with Owner, who is submitting additional taxes to his Mortgage Escrow Agent . Emailed Tax Statement | 2020 |
| Y | Olalude Victor | 2465 Roosevelt Ave | | $ 1,204.56 | Fulton - Real | 10/7/21 Acquired the name firm that purchased the Tax Fifas a week before our Notice of Levy was recorded from Fulton Tax Commissioner's Office - I'll reach out to them, see if I can get payment | 2020 |
| Y | Cozumel The Mexican Cantina | 5098 Old National Hwy | | $ 1,013.40 | Fulton - Personal | 10/6/21 Spoke with Mgr. Message to be given to Owner | 2020 |
| Y | Coca Cola Company | | | $ 861.56 | Fulton - Personal | 10/12/21 Spoke to Coca Cola contact - Payment was never processed. They are going to expedite it, so it will go out to us in a few days | 2020 |
| Y | Primeflight Aviation Services | 1626 Virginia Ave | | $ 791.50 | Fulton - Personal | 10/4/21 Business acquired by another firm. Claim no longer at location - I'll research through Code Enforcement & Business License. | 2020 |
| Y | Village of College Park LP | 4060 Herschel Rd | | $ 771.15 | Fulton - Personal | 10/6/21 Spoke with Commercial Lender who paid the Real Estate Taxes timely - asking for assistance on this Business Personal Property Statement with same client | 2020 |
| | | | | $ 199,231.29 | | | |

Represents Lien filed against account.

**Inactive Acount - off active list - candidates to write-off**

| | | | | | | |
|---|---|---|---|---|---|---|
| Level Concrete Co. | 2560 West Point Avenue | Proximity of Metro Mustang | $ 25,124.48 | 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 | | 9,237.60 | Public Utility Digest - Clayton | Ceased Operations July 29, 2002 | |
| PSINet Inc | | | 12,042.94 | Fulton - Personal Property | | |
| Larry Jones | 0 Camp Creek Pkwy | | 11,280.89 | Fulton - Real | Parcel Mapping indicates plat is a public roadway/right of | 1992-2014 |
| F H Kilgore | 0 Camp Creek Pkwy | | 6,424.26 | Fulton - Real | Parcel Mapping discrepancy | 1992-2014 |

# CITY OF COLLEGE PARK

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

**REG SESSION AGENDA REQUEST**

DOC ID: 9174

**DATE:** October 7, 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

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

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

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

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

**COST TO CITY:** N/A.

**BUDGETED ITEM:** N/A.

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

**CITY COUNCIL HEARING DATE:** October 18, 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:**

- Top Ten 10-11-21- redacted (XLSX)
- CF Aging 101121 Redacted (DOCX)
- CC Aging 101121 (DOCX)
- RC Aging 101121 Redacted (DOCX)
- RF Aging 101121 Redacted (DOCX)

**Review:**

- Althea Philord-Bradley Completed 10/13/2021 1:10 PM
- Sonya Harold Completed 10/13/2021 1:52 PM
- Mercedes Miller Completed 10/13/2021 1:56 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

City of College Park

TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES

10/11/2021

Prepared By Kymberli Johnson

## Business

| Prior Adjustments | Payment Plan | Liens | BUSINESS NAME | ADDRESS | Power | Water & Sewer | Storm Water & Sanitation | Total Unpaid | CUT OFF LETTER | AGE OF DEBT | Notes or Status |
|---|---|---|---|---|---|---|---|---|---|---|---|
| No | No | No | | | $726.02 | $808.73 | $2,258.31 | $3,793.06 | Yes | 60 days | Account Active last payment 06-01-21 $1639.98.Reminder letter sent 09-17-21.Account is scheduled for disconnection on 10-26-21. |
| No | No | No | | | $0.00 | $0.00 | $2,219.19 | $2,219.19 | No | 90 days | Santiation Account was established in June 2021 no payment has been made on this account. Sanitaion was notified to stop services. |
| No | No | No | | | $0.00 | $1,066.10 | $0.00 | $1,066.10 | No | 90 days | Temporary Water Meter last payment of $50.00 was made on 10-04-21. Customer is making payments towards the 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| No | No | No | | | $0.00 | $0.00 | $14,148.30 | $14,148.30 | No | 60 days | Sanitation Service has been suspended until payment is made. last pymt $4716.10 was made on 09-27-21.Sanitation was notified to discontinue services but requested that another door tag be sent out to the complex. |
| 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 | | | $496.17 | $3,816.10 | $66.18 | $4,378.45 | Yes | 90 days | Accuont is Active a reminder letter was sent on 09-17-21.Last pymt 09-20-21 $500.00.Customer has or had a water leak on the customer side. Customer has applied for the CDBG Grant awaiting approval. |
| No | No | No | | | $2,440.95 | $0.00 | $0.00 | $2,440.95 | Yes | 90 days | Account is disconnected last payment was 04-26-21 $60.00. Reminder letter was sent on 09-10-21. |
| No | No | No | | | $0.00 | $1,553.02 | $542.18 | $2,095.20 | Yes | 90 days | wtr/sewer account. Last payment was 07-19-21 $500.00. This account has not been disconnedt because the meter services 4 units that are occupied by tenants. |
| No | No | No | | | $906.10 | $314.24 | $353.85 | $1,574.19 | Yes | 90 days | Electric Service is currently disconneted. Last payment was made on 04-27-21.Account is currently being finalled since there has been no payment on this account for more than 90 days. |
| No | No | No | | | $866.39 | $308.86 | $72.06 | $1,247.31 | Yes | 90 days | Account is Active last payment made 09-20-21 $300.00. Reminder letter was sent 09-10-21.Services are subject for disconnection on 10-20-21. |
| No | No | No | | | $1,129.63 | $48.76 | $44.12 | $1,222.51 | Yes | 90 days | Account is Active customer Web pymnt was made on 09-21-2021 for $525.00. Reminder letter was sent on 09-10-21. |
| | | | | TOTALS | $6,565.26 | ## | $19,704.19 | $34,185.26 | | | |

| | |
|---|---|
| NU | 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 A / R A G I N G 10/11/2021 09:11:23 Page: 1

| Cyc | Rte | Account Name | Home Phone | 0 to 30 | 31 to 60 | 61 to 90 | Over 91 | Total | --- Last Payment --- Date | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cycle: 1** | | | | | | | | | | | |
| **0 Subtotals for Cycle 001** | | | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | | |
| **Cycle: 8** | | | | | | | | | | | |
| | | | | 1440.80 | 700.48 | 1231.87 | 981.39 | 4354.54 | 06/01/2021 | 1639.98 | O |
| **1 Subtotals for Cycle 008** | | | | **1440.80** | **700.48** | **1231.87** | **981.39** | **4354.54** | | | |
| **Cycle: 15** | | | | | | | | | | | |
| **0 Subtotals for Cycle 015** | | | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | | |

| Cyc | Rte | Account Name | Home Phone | 0 to 30 | 31 to 60 | 61 to 90 | Over 91 | Total | --- Last Payment --- Date | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cycle: 21** | | | | | | | | | | | |
| | | | | 34.00 | 34.00 | 34.00 | 964.10 | 1066.10 | 10/04/2021 | 50.00 | O |
| **1 Subtotals for Cycle 021** | | | | **34.00** | **34.00** | **34.00** | **964.10** | **1066.10** | | | |
| **Cycle: 25** | | | | | | | | | | | |
| | | | | 1583.82 | 791.91 | 635.37 | 0.00 | 3011.10 | | | O |
| **1 Subtotals for Cycle 025** | | | | **1583.82** | **791.91** | **635.37** | **0.00** | **3011.10** | | | |
| **3 Grand Totals** | | | | **3058.62** | **1526.39** | **1901.24** | **1945.49** | **8431.74** | | | |

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 10/11/2021 09:10:20 Page: 1

| Cyc | Rte | Account Name | Home Phone | 0 to 30 | 31 to 60 | 61 to 90 | Over 91 | Total | --- Last Payment --- Date | Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| **Cycle:** | **8** | | | | | | | | | |
| | | **0 Subtotals for Cycle 008** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | |
| **Cycle:** | **15** | | | | | | | | | |
| | | **0 Subtotals for Cycle 015** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | | |
| | | **0 Grand Totals** | | **0.00** | | **0.00** | | **0.00** | | |
| | | | | | **0.00** | | **0.00** | | | |

SELECTION CRITERIA

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

**Filter:** (category = 'CC' AND end_date IS NULL)

City of College Park — A / R A G I N G — 10/11/2021 09:08:42 — 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** | | | | | | | | | | | |
| | | | | 497.33 | 168.85 | 87.88 | 566.84 | 1320.90 | 09/25/2021 | 500.00 | T |
| **1 Subtotals for Cycle 008** | | | | **497.33** | **168.85** | **87.88** | **566.84** | **1320.90** | | | |
| **Cycle: 15** | | | | | | | | | | | |
| | | | | 296.27 | 270.18 | 280.52 | 163.80 | 1010.77 | 05/28/2021 | 70.62 | T |
| **1 Subtotals for Cycle 015** | | | | **296.27** | **270.18** | **280.52** | **163.80** | **1010.77** | | | |
| **2 Grand Totals** | | | | **793.60** | **439.03** | **368.40** | **730.64** | **2331.67** | | | |

**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 10/11/2021 09:05:26 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** | | | | | | | | | | |
| | | | | 111.47 | 178.83 | 141.83 | 692.41 | 1124.54 | 02/04/2021 | 241.09 | T |
| | | | | 475.54 | 784.62 | 462.69 | 0.00 | 1722.85 | 09/20/2021 | 300.00 | T |
| | | | | 560.85 | 536.93 | 420.01 | 0.00 | 1517.79 | 08/02/2021 | 368.05 | |
| | | | | 177.02 | 355.54 | 156.37 | 621.03 | 1309.96 | 08/19/2021 | 340.00 | T |
| | | | | 290.85 | 375.42 | 354.65 | 70.92 | 1091.84 | 08/18/2021 | 300.00 | T |
| | | | | 656.46 | 874.71 | 297.80 | 0.00 | 1828.97 | 09/21/2021 | 525.00 | T |
| | | | | 714.87 | 1070.61 | 600.25 | 424.34 | 2810.07 | 07/19/2021 | 629.49 | O |
| **7 Subtotals for Cycle 001** | | | | **2987.06** | **4176.66** | **2433.60** | **1808.70** | **11406.02** | | | |

| Cyc | Rte | Account Name | Home Phone | 0 to 30 | 31 to 60 | 61 to 90 | Over 91 | Total | --- Last Payment --- Date | Amount | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cycle:** | **8** | | | | | | | | | | |
| | | | | 2508.10 | 2485.76 | 185.91 | 0.00 | 5179.77 | 09/20/2021 | 500.00 | |
| | | | | 817.08 | 485.89 | 336.56 | 0.00 | 1639.53 | 08/31/2021 | 400.00 | O |
| | | | | 268.22 | 150.40 | 482.91 | 735.27 | 1636.80 | 04/27/2021 | 300.00 | T |
| | | | | 836.81 | 312.76 | 299.11 | 235.00 | 1683.68 | 09/23/2021 | 500.00 | O |
| | | | | 289.97 | 214.30 | 162.22 | 709.73 | 1376.22 | 07/16/2021 | 150.00 | T |
| | | | | 652.19 | 182.81 | 240.01 | 525.00 | 1600.01 | 09/23/2021 | 125.00 | T |
| | | | | 347.90 | 212.60 | 85.76 | 556.76 | 1203.02 | 09/07/2021 | 500.00 | O |
| | | | | 197.88 | 416.88 | 351.60 | 406.94 | 1373.30 | 04/26/2021 | 572.08 | T |
| | | | | 485.92 | 291.70 | 141.62 | 589.98 | 1509.22 | 09/23/2021 | 300.00 | T |
| | | | | 147.35 | 74.81 | 102.56 | 946.50 | 1271.22 | 10/01/2021 | 150.00 | T |
| **10** | | **Subtotals for Cycle 008** | | **6551.42** | **4827.91** | **2388.26** | **4705.18** | **18472.77** | | | |
| **Cycle:** | **15** | | | | | | | | | | |
| | | | | 371.90 | 357.24 | 244.81 | 1467.00 | 2440.95 | 04/26/2021 | 60.00 | T |
| **1** | | **Subtotals for Cycle 015** | | **371.90** | **357.24** | **244.81** | **1467.00** | **2440.95** | | | |
| **Cycle:** | **22** | | | | | | | | | | |
| | | | | 475.52 | 229.11 | 169.41 | 452.54 | 1326.58 | 02/12/2021 | | O |
| **1** | | **Subtotals for Cycle 022** | | **475.52** | **229.11** | **169.41** | **452.54** | **1326.58** | | | |
| **Cycle:** | **25** | | | | | | | | | | |
| | | | | 9432.20 | 4716.10 | 4716.10 | 0.00 | 18864.40 | 09/27/2021 | 4716.10 | O |
| **1** | | **Subtotals for Cycle 025** | | **9432.20** | **4716.10** | **4716.10** | **0.00** | **18864.40** | | | |
| **20** | | **Grand Totals** | | **19818.10** | | **9952.18** | | **52510.72** | | | |
| | | | | | **14307.02** | | **8433.42** | | | | |

| Cyc | Rte | Account Name | Home Phone | 0 to 30 | 31 to 60 | 61 to 90 | Over 91 | Total | --- Last Payment --- Date | Amount |
|---|---|---|---|---|---|---|---|---|---|---|

**SELECTION CRITERIA**

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

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

# CITY OF COLLEGE PARK

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


**REG SESSION AGENDA REQUEST** DOC ID: 9175

**DATE:** October 13, 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

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As of October 12, 2021,the overall progress status 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: $512,585.52*

- **Overall ( Phase 1 + Phase 2) Approved to-date:** 362
- **Overall Denied Applications to-date:** 296
- **Overall Number of Applications Received including Customer Service Referrals as of October 12, 2021:** **785**

**II. Customer Service Referred Applicants**

Since January 14, 2021, 113 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 the duration of the utility assistance grant application process.

Of the 113 participants assisted:

- 22 customers were existing applicants
- 6 were previous grant recipients, ineligible to re-apply
- 85 were new applicants
- 53 applicants have been approved to date; 14 could not meet eligibility requirements; 6 did not attend scheduled appointments to complete an application and submit documents. 38 New applicants are pending their application appointments.

## III. College Park CARES Utility Assistance Grant- Phase II

The application process reopened for Phase II on April 9, 2021, and originally closed on May 21, 2021. However, that deadline was extended until all CDBG-CV CARES funds are dispersed.

| | |
|---|---|
| **Number of Phase II New Applications received:** | 362 |
| **Number of Phase I applications transferred to Phase II:** | 22 |
| **Total number =** | **384** |
| | |
| **Total Number of Phase II Approved:** | **182** |
| **Total Number of Phase II Denied:** | **75** |
| **Total Number of Phase II Pending Appt or Final Approval:** | **127** |

**Expenditures:**

Thus far, to date, the City has received two (2) CDBG-CV reimbursements totaling $308,558.03 which is **61%** of the $500,000 CDBG-CV contract which has an end date of December 31, 2021. With the current momentum of applicants pending appointments or approval as well as the consistent flow of incoming new applicants, the remaining award funds from both CDBG-CV contracts are on track to be exhausted by the end of October 2021.

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

**Please Note:** As of October 1, 2021 The College Park CARES Utility Assistance Grant suspended Customer Contact Form submission and Application Appointments until further notice. Please refer customers to the Utility Assistance webpage on the City's website where they will find a link for other assistance programs for both Fulton and Clayton County residents.

During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have incurred a job loss, income loss or other hardships due to COVID-19, were asked to complete an application and submit required documents via in-person appointments only.

***Step one***: The customer must complete a **Utility Assistance Grant Customer Contact Form** and submit it to the Receptionist desk.

**Step two:** Applicant will be contacted within 3 to 5 business days by grant coordinator or grant administrator via phone to schedule an appointment. Applicant will receive a detailed confirmation email following the call.

## V. Ineligibility

The following are examples of customers who are **ineligible** to apply or re-apply:

- Previously awarded utility customers (applicants limited to a one-time award)
- Previous applicants denied because they did not meet the eligibility requirements
- City of College Park employees
- All Clayton County residents
- Customers who are not the accountholder
- Customers have an inactive/closed utility account with a past due balance
- Customers who no longer have residency within The City of College Park & Fulton County.
- Customers with no qualifying hardship caused directly by the COVID-19 Pandemic.
- Applicants who have received other utility assistance grants from other sources for same the period of time.

There is truly a need for utility assistance in Clayton County, however as you all are aware we have not received CARES funds from Clayton County and are still unable to assist their residents. Below are the common Clayton County addresses from which we mostly receive Inquiries to apply for Utility Assistance:

- **Poplar Pointe Drive**
- **1951 South Hampton Road**
- **Hanover Street**
- **Sheldon Court**
- **Broad River Road**

## VI. SSI Applicants - COVID 19 HARDSHIP STATEMENTS

On May 5, 2021, we received confirmation, from Karen Parish-Fulton County legal counsel, permitting us to assist new applicants who receive SSI as their only source of income. Qualifying applicants may submit their current Social Security Award Letters as an income verification document. They must provide a valid COVID-19 Hardship Statement. Their COVID-19 Hardship Statement would not necessarily speak to job loss or reduced wages/hours but must explain other hardships such as how the COVID-19 pandemic has caused them financial hardship. For example, one might explain how incurring additional expenses for services, supplies, deliveries, transportation, etc. not normally needed or used prior to the onset of the COVID-19 pandemic has caused a financial strain.

**ATTACHMENTS:**

- Grant Progress Memo October 12 2021 (PDF)

**Review:**

- Althea Philord-Bradley Completed 10/13/2021 12:42 PM
- Sonya Harold Completed 10/13/2021 1:53 PM
- Mercedes Miller Completed 10/13/2021 1:55 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

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

October 12, 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 10/12/2021

As of October 12, 2021,the overall progress status 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:* | *$512,585.52* |
|---|---|

- **Overall ( Phase 1 + Phase 2) Approved to-date:** 362
- **Overall Denied Applications to-date:** 296
- **Overall Number of Applications Received including Customer Service Referrals as of October 12, 2021:** **785**

**II. Customer Service Referred Applicants**

Since January 14, 2021, 113 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 the duration of the utility assistance grant application process.

Of the 113 participants assisted:

- 22 customers were existing applicants
- 6 were previous grant recipients, ineligible to re-apply
- 85 were new applicants
- 53 applicants have been approved to date; 14 could not meet eligibility requirements; 6 did not attend scheduled appointments to complete an application and submit documents. 38 New applicants are pending their application appointments.

## III. College Park CARES Utility Assistance Grant- Phase II

The application process reopened for Phase II on April 9, 2021, and originally closed on May 21, 2021. However, that deadline was extended until all CDBG-CV CARES funds are dispersed.

| | |
|---|---|
| **Number of Phase II New Applications received:** | 362 |
| **Number of Phase I applications transferred to Phase II:** | 22 |
| **Total number =** | **384** |
| **Total Number of Phase II Approved:** | **182** |
| **Total Number of Phase II Denied:** | **75** |
| **Total Number of Phase II Pending Appt or Final Approval:** | **127** |

**Expenditures:**

Thus far, to date, the City has received two (2) CDBG-CV reimbursements totaling $308,558.03 which is **61%** of the $500,000 CDBG-CV contract which has an end date of December 31, 2021. With the current momentum of applicants pending appointments or approval as well as the consistent flow of incoming new applicants, the remaining award funds from both CDBG-CV contracts are on track to be exhausted by the end of October 2021.

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# CITY OF COLLEGE PARK

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


**REG SESSION AGENDA REQUEST**

DOC ID: 9164

**DATE:** October 8, 2021

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

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Willis Moody, Purchasing & Fleet Administrator

**RE:** Multi-year Contract Award Approval

---

**PURPOSE:** To receive approval to award multi-year contracts for annual services.

**REASON:** To receive approval to award multi-year contracts for annual services.

**RECOMMENDATION:**

**BACKGROUND:**

**YEARS OF SERVICE:**

**COST TO CITY:**

**BUDGETED ITEM:**

**REVENUE TO CITY:**

**CITY COUNCIL HEARING DATE:**

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES**:

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**STAFF:**

**ATTACHMENTS:**

- Executive Summary - Multi-year Contracts (PDF)
- City of College Park Purchasing Policies (Contract Amended 10-18-21) (PDF)

**Review:**

- Willis Moody Completed 10/05/2021 8:22 AM
- Althea Philord-Bradley Completed 10/13/2021 1:11 PM
- Sonya Harold Completed 10/11/2021 2:56 PM
- Mercedes Miller Completed 10/12/2021 8:20 AM
- Mayor & City Council Pending 10/18/2021 7:30 PM

# CITY OF COLLEGE PARK

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


## EXECUTIVE SUMMARY

Date: October 11, 2021

To: Office of the City Manager, Honorable Mayor and Council

From: Willis Moody, Purchasing & Fleet Administrator

Subject: Multi-year Contract Awards

The purpose of this executive summary is to outline the objective of the Purchasing Department in respect to contracting services from one-year contracts to multi-year contracts. Not all services should be considered for multi-year contracts, since they are not annually used by the City.

It is essential that suppliers and the City create long-lasting relationship because it can create more benefits for both companies. When suppliers are offered a multi-year contract, it can bring a better commitment from them because they feel some reassurance and offset some miscellaneous cost.

These services, listed below, should be considered for a 3-year contract with two optional 1-year renewals, for a total of up to five (5) years for the service(s). By increasing the contract term(s), the City would receive better annual cost savings because the service(s) would be secured into the contracted amount.

Annual City services, with potential cost savings:

1. Benefits Insurance & Worker's Comp Broker
2. City Fuel Supplier Distributor
3. Electric Line Distribution Service (Power Line Construction Service)
4. GICC Audio Video Production Services
5. On-Demand Water & Sewer
6. Solid Waste & Disposal Services
7. Water Tank Inspections
8. Fleet Garage Services
9. HVAC Services
10. Legal Services

Multi-year contracts have the added benefit of saving every departments from spending time looking for new vendors each year or dealing with annual renewals of existing contracts.

CITY OF COLLEGE PARK
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With the assistance of the City Attorney's Office this increased purchasing threshold has been developed within the guidelines of Georgia Statutes and customized for the efficiency and effectiveness of the City of College Park.

Upon adopting the multi-year contracts for services; Section VII of the Purchasing Polices – adopted June 7, 2021 will need to be amended to reflect the change.

# CITY OF COLLEGE PARK PURCHASING POLICIES

Adopted: Monday, June 7, 2021

Amended: Monday, October 18, 2021

Mayor: Bianca Motley Broom

Signed: _____

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## PURPOSE

The purpose of these policies are to recommend the manner in which the City of College Park ("City") shall control the purchase of materials, supplies, equipment, and certain contractual services of the City, and to maintain a high ethical standard for all officers and employees of the City in connection therewith. These internal policies and procedures are designed to explain and facilitate understanding of the functions, policies and procedures of the Purchasing Department and to serve as a tool in personnel training.

Departments/Divisions must keep a current copy of the City Purchasing Policy, which includes these policies and procedures, and any official updates and applicable memos issued by the Purchasing Department.

Procedures contained herein are applicable to all City personnel involved in the requisitioning, procuring of goods and services, receiving, transferring and replacement of supplies, materials, services, equipment, and invoice processing. At times, the Purchasing Department may try new innovative procedures not described below. These can be tested on a trial basis until the procedures are finalized and approved by the City Manager and/or Mayor and Council.

## SCOPE

The scope of this manual shall encompass all normal operating purchasing policies and procedures including purchasing transactions as well as the disposition of property. It has been developed within the guidelines of Georgia Statutes and customized for the efficiency and effectiveness of the City of College Park. Any situation not covered by this manual, must be presented to (a) Finance Director, (b) City Manager, or (c) the Mayor and City Council for approval.

This manual and all future amendments will be distributed to all departments and employees, operating under the City of College Park, who would be involved in the purchasing process. It can also be distributed to other organizations upon request. It is the responsibility of the department head to keep an up-to-date copy available to all employees who use the City Purchasing System. It will be the responsibility of the Finance Director and /or the Purchasing Department to distribute copies of this manual and all future amendments to the appropriate parties.

## DEFINITIONS

The following definitions provide concise, comprehensive information concerning procurement terminology.

**Addendum:** An addition or supplement to a document, for example, items or information added to a procurement document and/or bid proposal.

**Award:** Mayor and Council approval of a final bid or a proposal.

**Bid:** A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

**Bid Acceptance:** The unconditional receipt of the bid at the designated bid location within the timeframe and conditions set in the bid document. Any alterations to the bidder's offer after the close of the bid or any deviations from the conditions set in the bid document may result in the rejection and removal of the bid.

**Bid Bond:** Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid.

**Bid Opening:** The process of opening and reading bids conducted at the time and place specified in the Request for Proposal and/or advertisement and in the presence of all who which to attend.

**Blanket Purchase Order:** A blanket purchase order is one issued for the purchase of items of materials, supplies, parts, etc., for using divisions in instances where the quantity of apportionment cannot be anticipated, or where it is not practical or feasible to provide adequate storage.

**College Park Business Tax Receipt:** All businesses with a physical base of operations within the City of College Park limits are required to register with the City, pay the City local business tax annually, and display a current City of College Park Business Tax Receipt.

**Capital Improvement Project:** Any public improvement which the City undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of City government.

**Certificate of Insurance:** A document that is provided by the contractor/consultant to show proof of insurance according to the county requirements.

**Certificate of Non-Collusion:** A statement signed by a bidder and submitted with his bid affirming that this bid is made freely, independently and without consultation with any other bidder.

**Collusion:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

**Collusive Bidding:** An unethical and illegal practice in which suppliers act in collusion to "fix" their bids in a collectively advantageous manner.

**Competitive Bidding:** The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services. Competitive sealed bidding is the preferred method of source selection in public purchasing.

**Competitive Sealed Proposal:** A method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible proposers who submit proposals and prices in the competition that meet the required criteria.

**Conflict of Interest:** Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term "City Employee" means any person employed by the City of College Park, and the term "City Official" means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

**Consumer Price Index (CPI):** The Consumer Price Index is a measure of the average change in prices over time in a fixed market basket of goods and services. Two CPIs are published: (1) the CPI for All Urban Consumers (CPI-U) which covers a percentage of the total populations, and (2) the CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers a percentage of the total population. The CPI is based upon prices of food, clothing, shelter, transportation, medical care, and

other goods and services that people buy for day-to-day living. See U.S. Bureau of Labor Statistics link CPI Home : U.S. Bureau of Labor Statistics (bls.gov) for latest percentages.

**Contract Administration:** The management of all facets of a contract to assure the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are fulfilled.

**Contract Management:** The management of the organization's contracts and contract-related activities which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business activities.

**Contractual Services:** shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, leases and concessions, demolition of buildings, rental, repair or maintenance of equipment, machinery and other like services. The term services shall not include professional services, which are unique in their nature and not subject to competition.

**Cooperative Purchasing:** An approach in which several organizations jointly buy selected items. They may form or utilize a centralized buying service that purchases specified types of items for all members of the group or cooperate informally. The resulting volume buying usually produces significant cost savings for group members. In simple terms, cooperative purchasing involves sharing procurement contracts between governments.

**Cooling-off Period:** A period of time that must pass before someone can do something or before an agreement becomes final.

**Debarment:** The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the City.

**Emergency Purchase:** A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**Ethics:** Pertaining to or relative to moral action, conduct, motive or character; as ethical emotion; professionally right or benefitting; conforming to professional standards of conduct.

**Evaluation Criteria:** Factors, usually weighted, relating to management capability, technical capability, and manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

**Fair Market Value:** Lowest purchase price paid by the State for like items or services purchased in a similar quantity within the last six months. If this information is not available, then the lowest of three phone quotes verified by price indices or purchases made by other government entities will be used.

**Grant:** Financial assistance pursuant to written agreements/contracts to carry out a specific purpose.

**Grantee:** The recipient of a grant.

**Grantor:** The provider of a grant.

**Identical Bid:** A bid that is the same in all noticeable respects with another bid.

**Information Bid:** A competitive bid or price quotation for supplies or services that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

**Invitations to Bids (ITB)**: Also called Invitation for Bids (IFB). A solicitation inviting potential contractors or vendors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Price is the major consideration in the award determination.

**Invitation to Negotiate (ITN):** A formal competitive solicitation for the purchase of goods and/or services, where factors other than price are to be considered in the award determination. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and design-build projects.

**Non-responsive Bid:** A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid.

**Notice of Award:** A written notification from the City to the successful bidder, stating that there is an award of a contract in accordance with a bid or proposal previously submitted.

**Payment Bond:** A bond that assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract. Also known as labor and materials bond.

**Performance Bond:** A contract of guaranty executed subsequent to award by a successful bidder to protect the City from loss due to contractor's inability to complete the contract as agreed.

**Piggyback Method:** A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself.

**Piggyback Contracts:** Contracts issued by individual governmental entities that allow other jurisdictions to use the contract (i.e., to "piggyback" on the contract terms and prices) they established. The contracting jurisdiction must include piggyback language in the contract and the vendor must agree.

**Pre-bid/Pre-proposal Conference:** Meeting held with prospective bidders or proposers prior to submission of bids or proposals, to review, discuss, and clarify technical considerations, specifications, and standards relative to the proposed procurement.

**Pre-Qualification of Bidders:** The screening of potential vendors in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified vendors.

**Pre-Solicitation Conference:** An information meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service(s) transactions when composing solicitation document(s).

**Price Agreement:** A price agreement is the acceptance of a supplier's promise to furnish items or services to the City at a firm or fixed unit price, or at a firm or fixed percent discount against an escalating market, for a specific period of time.

**Protest:** A written complaint about an administrative action or decision brought by a bidder or proposer to the appropriate administrative section with the intention of receiving a remedial result.

**Public Notice:** The display of procurement notices in an area regularly used for that purpose that is available to the public during normal working hours or by posting on the City's internet web page.

**Purchasing Department:** Reports directly to the Director of Accounting and Finance

**Purchasing Ethics:** Moral principles or code to be respected by the Purchasing Department or any division or department having responsibility in the procurement process

**Purchasing Manual:** A document that describes the rules and procedures to be followed by the City

**Purchasing Policy:** A course of action adopted in purchasing affairs

**Purchasing Procedure:** A mode of conducting purchasing activities

**Quotation:** Any oral or written informal offer by a vendor to the City to furnish specific goods and/or services at a stated price.

**Request for Information (RFI):** A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the City may develop specifications for an Invitation for Bids or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

**Request for Proposal (RFP):** A solicitation document used when price is not the determining criteria and it is used in the competitive negotiated process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award. The request for proposals is used when it is not practicable for the City to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the City is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors. Examples of procurement needs that may fall under this format include software purchases, acquiring consultants and catering services. RFP is used to procure the most cost-effective solution based upon evaluation criteria identified in theRFP.

**Request for Quotation (RFQ)** - A solicitation seeking responses for services for which the competitive award will be based on the qualifications of those responding; generally, but not limited to, used in procuring certain professional services, design build services, consulting and construction management services.

**Responsible Bidder, Proposer, or Respondent:** A person who has the capability in all respects to

perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

**Responsive:** A proposer's full and proper responsiveness to a solicitation. This means that the proposer "responded" to the solicitation exactly the way he or she was instructed. It means that everything to becompleted was, in fact completed and in proper order and format as directed by the solicitation.

**Salvage:** Property that has some value in addition to its value as scrap, but which is no longer useful as intended in its present condition and whose restoration to usefulness as a unit is economically not feasible.

**Sealed Bid/Proposal:** A bid or proposal that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids or proposals.

**Selection Committee:** A committee formed to evaluate proposals based on certain criteria as stated in the RFP or RFQ.

**Single Source:** The one source among others that, for justifiable reason, is found to be the only acceptable one for the purpose of the procurement.

**Shortlisting:** The part of a competitive procurement process in which the City determines, based on criteria developed for a specified good, service, or professional service which of the interested vendors are best qualified to be eligible for further consideration in the purchasing process.

**Sole Source:** The only existing source of an item, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.

**Sole Source Procurement:** An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

**Solicitation:** A request for bids to provide supplies, services or construction items.

**Specification:** A concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids or Request for Quotation to describe the goods and service to be purchased or otherwise required. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

**Specifications Committee:** A committee thatworks together to establish specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development of standards.

**Sunshine Law:** Georgia's Sunshine law (O.C.G.A § 50-14-5 and § 50-18-73) requiring meetings to be open to the public. This law governs committees involved in the selection and negotiation of vendors.

**Surety Bonds:** A document from the contractor that is issued to guarantee that an obligation will

be fulfilled.

**Surplus Property:** Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

**Tabulation of Bids:** A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc. in response to a specific solicitation, made for purposes of comparison and record-keeping.

**Terms and Conditions:** A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

**Using Agent:** Any department, division, agency, commission, board, committee, authority, or other unit in the City Government using supplies or procuring contractual services as provided for in this policy.

**Waiver of Bid(s):** A process authorized by law on rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.

**Waiver of Mistake or Informality:** The act of disregarding errors or technical nonconformities in bids, which do not change the substance of the bid and will not adversely affect the competition between bidders.

## SECTION I

RESPONSIBILITIES AND FUNCTIONS OF PURCHASING DEPARTMENT

A. Developing purchasing objectives, policies, programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment, services, and construction.

B. Responsible for administering the Purchasing Policies and Procedures Manual, as approved by the City Mayor and Council regarding all matters pertaining to purchasing.

C. Revising solicitations provided by user department/division by assembling specifications, quantities and technical requirements, presented to the Purchasing Department, which are subsequently included in Invitations for Bid, Requests for Proposals/Qualifications, and/or Requests for Quotations.

D. Promoting goodwill between the City of College Park and its suppliers. Encouraging full and open competition whenever possible. In addition, assuring fair and equitable business dealings with all vendors.

E. Train and guide City's personnel in regards to purchasing procedures, as needed.

F. Exploit the possibilities of buying "in bulk" to take full advantage of discount. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City.

G. Discourage unfair bidding and attempt to obtain as full and open competition as possible on all purchases and sales.

H. Establish and amend when necessary, all rules and regulations authorized by this policy.

I. Prescribe and maintain a standard purchasing manual for using departments. Prescribe and maintain such forms as shall be reasonably necessary to operation of this policy.

J. Prepare and adopt a standard purchasing terminology for using departments and suppliers.

K. Act on behalf of the City to procure all tax exemptions to which it is entitled.

L. Cooperate with using departments to secure for the City the maximum efficiency in budgeting and accounting.

M. Ensure that proprietary material provided is kept confidential before and after the award, if necessary.

## SECTION II

RESPONSIBILITIES OF REQUESTING DEPARTMENTS/DIVISION

A. Identifying, as soon as possible, and sufficiently in advance, their needs for goods and services in their City operations and activities.

B. Enter requisitions as outlined in this manual allowing sufficient lead-time for Purchasing to complete purchase orders then return the completed purchase order to the requesting department, in order to submit the order to the vendor to deliver goods or services.

C. Follow the City's purchasing policies outlined in the Purchasing Policies.

D. Determine that sufficient funds are available in their authorized budgets to pay for each item or service that they order.

E. Prepare scope of service(s) and technical specifications, when needed, for products or services.

F. Inspect all items or services as delivered and notifying Finance (Accounts Payable) of the receipt in order to authorize payment to the vendor.

G. Submit bid and proposals to Purchasing for review and assembly before advertising.

H. Send all documentation required and request for purchase to "piggyback" using State of Georgia contracts, Sourcewell, OMNIA Partners, NCPA (National Cooperative Purchasing Alliance), other competitive bids, or a Sole Source requests.

I. Send all documentation required and requests for grant related procurement.

## SECTION III

GENERAL PROCEDURES FOR PURCHASE OF GOODS AND SERVICES

The following procedures shall govern the purchasing of goods and services for the City in accordance with this policies and procedures manual:

A. **Competitive Threshold**: When the total annual anticipated value of goods and/or services exceeds $10,000.00, the goods and/or services must be competitively procured in accordance with Purchasing Policies and Procedure Manual and a Term Contract should be issued, when applicable.

B. **Exceptions Prohibited**: Unless otherwise provided herein, there shall be no exceptions by any using department/division to the above provisions; *except* as may be specifically authorized by the City Manager in a written statement stating the reason for said exception(s).

Some common exceptions below. The provisions of this policy do not apply to procurements for the following:

i. Public works construction contracts to the extent governed by O.C.G.A. §36-91-1 *et seq*.;

ii. Services and construction whose procurement falls under a conflicting federal or Georgia statute;

iii. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;

iv. Antiques and other unique assets of historical value, including restoration of these items;

v. Real Property, including but not limited to transactions governed by O.C.G.A. § 36-37-1 *et seq.*, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property, and other related costs of disposition and/or acquisition of real property, except as provided in Section VII(F)(Real Estate Acquisitions);

vi. Employee Benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records;

vii. Dues, memberships, and board member fees;

viii. Insurance procured through a negotiating process;

ix. Legal services, litigation, experts and materials, and related legal expenses;

x. Financial Instruments: Professional services and instruments/products related to the City's financial well-being, including but not limited to the following areas: marketing of bonds and other forms of debt or debt management, investments, banking, assets, and pension assets;

xi. Subscriptions and dues established during the budget process;

xii. Utilities;

xiii. Seized Property included in a court order authorizing disposal;

xiv. Grant awards or agreements that require certain firms or individuals to perform the work;

xv. Contracts involving federal funding whose procurement falls under a conflicting federal or Georgia statute or regulation

C. **Emergency:** This section shall not apply to any emergency purchase, which is subsequently approved by the Director of Finance and Accounting upon justification by the using agents. (See Section VI – Emergency Purchases)

D. **Inspection and Testing:** The user department(s) shall inspect all deliveries of supplies or contractual services to determine their conformance with the specifications set forth in the order or contract.

E. **Prohibition against Subdivision:** No contract, purchase or group of requisitions shall be divided to avoid the procurement process. Splitting procurements, which entails making purchases via various procurement methods to avoid established thresholds from the same department/division for the same vendor or multiple vendors for goods or services of similar nature over a period of one (1) year is not allowed.

F. **Open Market Purchases**: When the total annual anticipated value of the goods and/or services is below $10,000.00, the goods and/or services may be procured on the open market.

i. **Minimum Number of Bids/Quotes:** All open market purchases or sales shall, whenever possible, be based on at least three (3) competitive informal bids/quotes and shall be awarded to the most responsible bidder in accordance with the standards set forth in this policy. This does not apply to maintenance or reoccurring charges such as utilities, insurance and advertising.

ii. **Invitation of Bids:** The City Manager may solicit either oral or written bids for open market pricing or sale, but shall use all reasonably available and current bidders and suppliers' lists.

G. **Purchase or Contract:** To perform the duties herein specified in connection with the purchase or contract for all supplies and contractual services needed by any using agent which derives its support wholly or in part from the City, when duly authorized, in accordance with purchasing procedures as prescribed by this policy and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Department and such other rules and regulations as shall be prescribed by the City Mayor and Council.

H. **Unauthorized Purchases:** It shall be unlawful and unauthorized for any employee, elected or appointed official or other person to order the purchase of any materials, supplies, equipment, and/or contractual services or make any contract within the purview of this policy other than through the Purchasing Department. The City shall not be bound by any purchase order or contract made contrary to the provisions herein.

**Reference Guide and Requirement Limits**

| | Procurement Method* | Required Approvals** |
|---|---|---|
| ≤ $500.00 | No requisition/purchase order necessary; *unless* vendor request. | 1. Department Director |
| $500.01 - $10,000.00 | *Open Market Purchase*: Three informal quotes, if possible.<br><br>Requisition, purchase order, and/or contract as appropriate. | 1. Department Director<br>2. Purchasing Department (Agent)<br>3. Finance Department<br>4. City Manager<br>5. City Attorney (contracts) |
| > $10,000.00 | *Competitive Procurement*: Formal solicitation required.<br><br>Requisition, Purchase Order, and/or Contract as appropriate. | 1. Department Director<br>2. Purchasing Department (Agent)<br>3. Finance Department<br>4. City Manager<br>5. City Council<br>6. City Attorney (contracts) |

* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.

** City Council approval always required if purchase is not within annual budget.

## SECTION IV

SMALL PURCHASE and PURCHASE ORDER FORMALIZATION

**Requisition:** The requisition is initiated by the user department/division to inform the Purchasing and Finance Department of the requirement and to define the goods or services requested. A requisition is required to start the procurement process for all purchase orders. The requisition consists of completed required data fields and all attachments needed for the type of requisition. The New World ERP system will check the budget and verify that there are sufficient funds available in the account number(s) specified.

Requisitions are initiated in the City's Financial System (New World ERP). Only authorized persons are allowed to initiate requisitions. Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow competitive pricing. Prices must be found fair and reasonable. This is normally done through competition; but where competition is unavailable, previous buys, catalog prices, cost analysis or other means should be used.

All capital items in the approved budget should be requisitioned early in the fiscal year, with a specified delivery date, preferably before June 30th of the current fiscal year. If the supplier is not able to meet the deadline, the supplier should provide an estimated delivery date and notify the Purchasing Department to keep the assigned purchase order open. This allows the funds earmarked for the order to be available, from that (approved) fiscal year for payment processing.

**Entering Requisition(s):** All itemized requisitions should contain all necessary information.

A. Department
B. Vendor
C. Description of item(s) for each line
D. Category – Standard/Blanket
E. Form Type – Standard
F. Item
G. Quantity
H. Price per Unit
I. G/L Account
    a. You can split accounts within the same department, if needed
    b. Click (Multiple G/L Account Distribution) button next to eye

J. Ship To location

**Requisition Routing:** A standard purchase order requisition form, once released, will be routed electronically to the appropriate approver. Once all approvals have been obtained, the Purchasing Department verifies that the charge codes are accurate and will create a purchase order for the requisition. A copy of the purchase order will be emailed to the individual who created the requisition. In the event that the charge code is incorrect, after the creation of the purchase order, the requestor will need to notify the Purchasing Department to cancel the purchaser order to release the funds back to the G/L account. At which time a new requisition will need to be entered and following the routing rules.

The originating department will forward a copy to the vendor, which authorizes the vendor to supply

the materials, and/or services and invoice to the City in accordance with the terms and conditions as stated on the purchase order.

**Requests for Blanket Order:** Purchases shall be created the same as a standard purchase order requisition with the using division indicating thereon whether the purchase involves a price agreement or not.

After the blanket order is issued, the department/division shall draw on the order and keep a record of cost of the item delivered until the blanket purchase order is completed.

The Finance Department will then process for payment the invoice(s) received for the deliveries so that any discounts may be obtained. The final payment on blanket purchase order will be made by the Finance Department on receipt of receiving final invoices.

**Change Orders:** In the course of purchase order administration, it often becomes necessary to make changes to the contract terms. This is accomplished by means of the Purchase Order Change form (see Appendix A). Change Orders are then prepared by the requesting department and approved by the Purchasing/Finance office based on information supplied by the originating department by means of the Change Form. Some rules regarding the use of Purchase Order Change Form are as follows:

A. All purchase order change requests shall be routed through the Finance office to insure that adequate funds are available.

B. Purchase Order Change Orders not exceeding $999.99 shall be approved by the Finance Director.

C. Change Orders increasing the cost from $1,000.00 to $10,000.00 must have City Manager approval, and $10,000.00 and over must have City Council approval.

D. A change order will not be issued unless a Purchase Order Change Form is received from the department concerned.

E. Once multiple changes for a single purchase order have reached the maximum threshold of $25,000.00, an Agenda Item Summary will need to be prepared by the requesting department for approval by the City Council. These changes will be regulated and maintained by the Finance Department.

**Requisition for Vehicles:** All purchase order requisitions for vehicles will be issued by the requesting department/division. All departments should request pricing for an approved dealership under State of Georgia contract. Department Directors shall place the request on the upcoming agenda, in order for consideration of the purchase. If approved, the requisition entry process should be followed and attaching any/all documents (i.e. pricing sheet, approved agenda item).

## SECTION V
EMERGENCY PURCHASES

An emergency exists when a situation, malfunction, or condition occurs suddenly and unexpected that (1) may threaten the health, safety, property, or welfare of the public; (2) stops or seriously impairs the function of City government, such as inclement weather, epidemics, riots, equipment failures, etc.; or (3) requires immediate procurement of goods and/or services that are essential to comply with state or federal regulatory requirements. Failure to anticipate normal needs project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end, does not constitute an emergency. Department Directors are to ensure the emergency purchases are done in accordance with this manual. Department/Division shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures. The Purchasing Department is authorized to approve emergency purchases up to expressly delegated monetary amounts. The City Manager may approve those exceeding $10,000.00 and return to the Mayor and Council for ratification of the emergency purchase on the next following Mayor and Council meeting, unless an executive order has been issued that suspends all requirements during disaster related events.

If during a normal business day, a department/division Director determines that an emergency exists and a purchase is required, the Director shall telephone Purchasing/Finance Department to request an emergency purchase order. A complete description of the emergency and justification for the purchase is required. The emergency must be valid and not just a result of poor planning. When requesting an Emergency Purchase, consider the following:

A. The reason for the emergency purchase by explaining what the emergency is in addition to what led to the emergency.

B. The financial or operational damage or risk that will occur if needs are not satisfied immediately.

C. Why the needs were not or could not be anticipated so that products or services could have been purchased following standard procedures.

D. The reason and process used for selecting the vendor.

The requesting department/division is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular Contractor. Upon receipt of the Emergency Purchase Explanation Memo (See Appendix B) and any other pertinent documentation, a purchase order will be issued based on a requisition generated. Competition requirements are not waived unless there is a time or quality constraint. If the emergency is outside normal business hours, department Directors are authorized to secure the necessary materials or services in accordance with this policies and procurement manual. On the next workday following the date of purchase, a requisition shall be generated in the New World ERP system. In addition, the Emergency Purchase Explanation Memo shall be submitted to Purchasing/Finance.

The department/division shall practice due diligence in obtaining quotes and make the emergency purchase at the best possible price. When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the user department/division director.

If the emergency is anticipated to cost less than $10,000.00, and Purchasing/Finance determines the emergency is valid, notification stating authorization to proceed will be issued to the requesting department Director.

If the emergency is anticipated to exceed $10,000.00, Purchasing/Finance shall review the documentation and obtain approval from the City Manager. All emergency requests must be accompanied by a written description and explanation of the emergency and circumstances.

**Emergency Purchasing Procedures**:

A. During Normal Workday

i. Determine emergency situation

ii. Determine required solution

iii. Call Purchasing/Finance

iv. Explain the Situation

v. Get authorization

vi. Solve problem

vii. Submit complete written report and requisition same or next business day.

B. Outside Normal Workday

i. Determine emergency situation

ii. Determine required solution

iii. Solve problem

iv. Submit complete written report and requisition next business day. If over $10,000.00 prepare “Agenda Item” for next scheduled City Mayor and Council.

## SECTION VI

SOLE/PROPRIETARY/SINGLE SOURCE

The term "**sole source**" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

The term "**single source**" means that a commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Purchases of goods and/or services from a sole/single source may be exempted from the quoting or bidding requirements upon written submittal to Purchasing/Finance Director stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer is sufficient.

The following criteria must be met in order to satisfy the sole/proprietary/single source requirement.

A. Is the commodity or services necessary to accomplish the City's task or mission?

B. Is the commodity or service, or some necessary features, unique to this source?

C. Is the commodity or service the only item that will produce the desired results or possess a unique performance capability?

D. Is the commodity or service available from only one source of supply?

E. Even though the commodity or service may be available from more than one vendor, due to extreme circumstance(s), is only one vendor suited to provide the goods or services.

Sole/Proprietary/Single Source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000.00 in value will be electronically advertised for a minimum period of at least seven (7) business days. The steps to follow for sole/proprietary/single source purchases are as follows:

A. The department/division shall attempt to locate competition and check for piggyback contracts. If no other sources are found, the department/division shall submit to the Purchasing Department a completed Sole/Proprietary/Single Source Form (see Appendix D), indicating the requisition number.

B. A Sole/Proprietary/Single Source Form shall be used to justify and document the requirement. The Form shall state why only one source can produce the desired results (or fulfill the specific need) and must be signed by the Department Director. This form is required as part of the purchase request.

C. The Purchasing/Finance Director or designee shall review and approve or disapprove, in writing; sole/proprietary/single source designation. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

D. The Purchasing Division shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

E. For those instances that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

## SECTION VII

FORMAL CONTRACT PROCEDURE

Except as otherwise provided herein, when the estimated cost of goods and/or services exceeds ten thousand ($10,000.00), the goods and/or services must be competitively procured and shall be purchased by formal, written contract from the most responsible bidder/proposer. Notwithstanding a purchase order may be executed in lieu of a formal contract for the procurement of goods. All sales of personal property (except trade-in personal property) which has become obsolete and unusable, when the estimated value shall exceed five thousand dollars ($5,000), shall be accomplished by formal contract to the highest responsible bidder, after due notice inviting proposals has been published as required by law.

The City of College Park will consider a 1-year contract for service(s) or a 3-year contract with two optional 1-year renewals, for a total of up to five (5) years for the service(s). Furthermore, the City reserves the right to auto renew contracts, when it is in the best interest of the City.

Signature authorities:

A. Department head or City Manager may execute all contracts for goods and services valued at $500 and below;

B. City Manager or designee up to and include $10,000.00;

C. Mayor or Mayor's designee over $10,000.00

Refer to reference guide and requirement limits**:**

| | Procurement Method* | Required Approvals** |
|---|---|---|
| ≤ $500.00 | No requisition/purchase order necessary; *unless* vendor request. | 1. Department Director |
| $500.01 - $10,000.00 | *Open Market Purchase*: Three informal quotes, if possible.<br><br>Requisition, Purchase Order, and/or Contract as appropriate. | 1. Department Director<br>2. Purchasing Department (Agent)<br>3. Finance Department<br>4. City Manager<br>5. City Attorney (contracts) |
| > $10,000.00 | *Competitive Procurement*: Formal solicitation required.<br><br>Requisition, Purchase Order, and/or Contract as appropriate. | 1. Department Director<br>2. Purchasing Department (Agent)<br>3. Finance Department<br>4. City Manager<br>5. City Council<br>6. City Attorney (contracts) |

* The procurement methods listed above are not applicable to sole/single source procurements, emergency procurements, and cooperative purchasing. Notwithstanding this exclusion, the required approvals must still be obtained based on the applicable purchasing threshold unless otherwise provided herein.

** City Council approval always required if purchase is not within annual budget.

## SECTION VIII

STANDARDIZATION AND SPECIFICATIONS

The Purchasing Department encourages all departments to establish standards whenever possible.

Specifications is defined as "a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating, whenever appropriate; the procedure by which it may be determined whether the requirements given are satisfied."

Specifications need to be a clear and complete description of requirements or products necessary to meet the purchase. A vendor must meet or exceed specification requirements if his/her goods or services are to be considered for purchase.

Specifications shall be clear, concise, and accurate. These should be updated regularly to reflect changes in technology. Avoid the use of unfair specification, which preclude or reduce competition.

Specifications may be in the form of written descriptions, drawings, commercial designations, industry standards or brand name or equal. These specifications are an integral part of the solicitation.

Specifications should NOT require materials of a better quality than are actually needed. Yet, they should prescribe the methods of inspection and testing which will govern the acceptance or rejection of any ordered materials or equipment.

Well-defined specifications are required if the objectives of economy and efficiency are to be achieved. They help to insure that maximum value is obtained for the public funds expended.

Professional architects, engineers and consultants shall prepare specifications for construction projects. In the event such consultant services are required, the consultant shall execute a Certification of Absence of Conflict of Interest as provided in the Appendices attached hereto prior to performing any consulting work on behalf of the City.

Using departments may consult with vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. Proposals of competing firms must be compared. BEWARE of restricting your specification that only one vendor can supply the item.

## SECTION IX

FORMAL SOLICITATIONS

Fair and open competition is a basic tenet of public procurement. Such competition reduces the opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically.

If the estimated value is greater than $10,000.00, the using Department/Division must prepare a formal, sealed solicitation (Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Information (RFI) & Invitation to Negotiate (ITN), which will be publicly noticed and advertised. This process requires time, please plan ahead. (Please reference to the Advertising Requirements Matrix)

Purchasing should not be placed in the position of deciding upon and specifying bid items for individual department usage. Purchasing will assist in writing general specifications, terms and conditions; however, they must be reviewed and final accepted by the using department before advertising. All requests shall be provided to the Purchasing Division for verification and approval before officially advertising the request.

Purchasing will review the specification and/or statement of work to ensure that they are adequate for the solicitation document or will work with the requesting department to identify additional specification and/or scope of work, terms and conditions.

**Invitation to Bids (ITB):** The invitation to bid shall be used when the department/division is capable of specifically defining the scope of work for which a contractual service is required or when the department/division is capable of establishing precise specifications defining the actual commodity or group of commodities required. Examples: c onstruction jobs, equipment, vehicles, etc.

This procedure is a formal sealed bid process. Departments requiring this procedure shall submit to the Purchasing Department, specifications in an electronic file detailing the goods or services required plus suggested dates for bid opening, pre-bid conference, contracts, and bonds if appropriate and applicable.

After bid opening has been completed, the department head shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

All invitations to bid must include:

A. Detailed description of the commodities or contractual services required;

B. If the department/division contemplates renewal of the contract, a statement to that effect;

C. Bids/proposals submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed;

D. Designate date, time and location for bid opening;

E. General Terms and Conditions;

F. Required Standard Forms:

G. Evaluation Criteria of bids/proposals shall include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

For an ITB, the department/division shall transmit in writing its recommendation for award to the Purchasing Department. For solicitation types other than ITB, an evaluation committee will be selected and meeting(s) will be scheduled to rank or determine a recommendation to City Mayor and City Council. For solicitations that are very technical in nature, a technical evaluation and selection committee may be required to evaluate the firms on a pass/fail type basis related to the technical specifications and/or statement ofwork.

**Request for Proposal (RFP):** A department/division shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being required can be specifically defined and the department/division is capable of identifying necessary deliverables. Examples are legal services, accounting services, architecture, engineering, auditing services, etc.

This process involves the evaluation and selection of a consultant based upon various factors including, but not limited to the consultant's expertise, experience, social equity contracting/corporate responsibility, licenses or certifications, work history, understanding of the scope of work and ability to resolve the issue or problem identified within the RFP document while providing a quantified cost for completing the work. Therefore, the RFP must provide sufficient information about the project's background, needs and constraints, expectations of the consultant and the desired outcome for prospective proposers to prepare complete proposals that satisfy the project's needs.

All requests for proposals must include:

A. A statement describing the commodities or contractual services to be required (Scope of Services/Work);
B. If the City contemplates renewal of the contract, a statement to that effect;
C. Criteria that will be used for evaluation ofproposals;
D. General terms and conditions;
E. Required Standard Forms
    1. Certification (see Appendix)
    2. Non-Collusion Affidavit (see Appendix)
    3. Sworn Statement (see Appendix)
    4. Drug Free Workplace Certificate, etc. (see Appendix)

The contract shall be awarded by written notice to the responsible and responsive proposer whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

**Invitation to Negotiate (ITN):** The invitation to negotiate is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the City may negotiate in order to receive the bestvalue.

A. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

B. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified.

C. The City shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The City may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the City shall award the contract to the responsible and responsive vendor that the City determines will provide the best value, based on the selection criteria.

D. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the City.

**Public Notice Advertisement:** The following are guidelines as to where and how postings will apply:

A. All competitive solicitations of $\geq$ $10,000.00 shall be posted on the GPR and a minimum of two (2) of the following locations:

    1. The College Park website
    2. City's legal organ (South Fulton Neighbor)
    3. Posted in the foyer of the City Hall Complex
    4. DOAS GPR (Georgia Procurement Registry)
        i. All bids/proposals $\geq$ $100,000.00 must be posted on the GPR (OCGA 36-80-27)
    5. Vendor Registry.com
    6. National Association of Minority Contractors - Georgia Chapter

B. The following advertising guidelines will be followed by the Purchasing Department when posting competitive solicitations:

    1. $10,000.00 - $99,999.99 = Minimum Two (2) Weeks.
    2. $100,000.00 and above = Minimum Four (4) Weeks
        i. All public works contracts $\geq$ $100,000.00 must be posted on GPR for a minimum of four (4) weeks prior to bid opening (OCGA 36-91-20)

With the exception of construction bids, the City Manager, may approve the posting of a competitive solicitation for a period of time less than the guidelines stated above when sufficient evidence justifying the reduced posting time period has been established.

**Bid Sureties:** When deemed necessary by the City Manager, or as required by state or federal law, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be

entitled to return of surety where the City Manager has required such. (See Bonds Section XIII)

**Bid Conditions:** In addition to the general conditions, most bids require special conditions, which pertain specifically to the bid in question. Conditions differ from specifications in that conditions refer to requirements, which must be met by the bidder or proposer before specifications of the item(s) bid are even considered.

*For example*, a supplier of furniture who cannot meet the required condition of a 30-day delivery will be eliminated even though his furniture may meet all physical specifications.

Conditions allow the City a high level of protection by the inclusion of various clauses relative to renewal of contract, cancellation, settlement of disputes, payment terms, delivery schedule, etc. By referencing the bid in a purchase order, the vendor is effectively bound by the terms, conditions, and specifications of that document. Therefore, should disputes arise; the written contract (bid or purchase order) will prevail.

**Bid Specifications:** The requesting department should provide Specifications for all bids. As a prime user, the department is best aware of any special characteristics or problems. Because they probably utilize the item daily to be proposed on, the department is best aware of any new developments in that product field. Specifications are the basis for a proposer's proposal. Realizing that bids will be compared primarily based on price, a vendor will seek to offer an item that only meets the specifications. Consequently, it is vital that specifications make no assumptions, but rather detail every important facet of the item in question. In doing this, it avoids delivery of items, which meet specifications, but fail to meet the department's expectations.

Specifications may be by performance description, or brand name; or a combination of the above. In some cases, description by noting the brand name of an acceptable unit may be the preferred method. However, to assure competition when using brand names, the phrase "or equal" should always follow the brand description. This allows vendors of similar products to bid thus promoting maximum competition and the best price for the City. Should proof of equivalency arise, the burden is on the substituting vendor to provide it. Final judgment of equivalency shall reside with the using Department's Head.

**Sealed Bids/Proposals:** Bids/Proposals shall be submitted sealed to the Purchasing Department and shall be noticeably identified using a supplied bid/proposal label to affix to the submission.

Sealed bids will be received only in the Purchasing Department (unless otherwise stated in the bid documents) on or before the assigned date and closing time as advertised. Bids received in any other department, will not be accepted.

NO electronic bid/proposals will be accepted.

A. The requesting department shall have a representative present at each bid opening.

B. Proposals are to be opened and read aloud to any party present at the bid opening.

    a. Virtual bid openings can be used, if circumstances warrant.

C. Proposals shall be made available for vendor review after the official opening is completed and under the supervision of the Purchasing Department or otherwise designated City staff.

D. Bid tabulations may be available for bidders during and within ten (10) days after the bid opening.

E. The requesting department shall retain a copy of the bids for their review and/or recommendation. The Purchasing Department will assist the department in making a recommendation, when necessary.

F. Once a recommendation has been made of the successful bidder, the department head shall make a recommendation to the Purchasing Department in order to submit an "Agenda Memorandum" on MinuteTraq approving or disapproving this agenda item placed on the upcoming Mayor/Council Agenda.

**Formal Opening:** All formal solicitations shall be (publicly) opened at the time and place designated in the public notices in the presence of one (1) member of the Purchasing Division and shall be witnessed by at least one (1) department representative.

**Tabulation:** A tabulation of all bids received shall be created, provided by the Purchasing Department and available for public inspection, upon request.

**Exception for Single Source Commodities:** The City Manager stating the conditions and circumstances requiring the purchase may accept Purchases of supplies, equipment and contractual services from a single source from bid requirements upon certification. This certification shall set forth the purpose and need and why the item is the only one that will produce the desired results. (See Single Source Section)

**Pre-Solicitation, Pre-Bid, Pre-Proposal Conferences:** Conferences may be scheduled and conducted by Purchasing or designee, before the official time and date set for the formal opening to explain the purchasing requirements and to solicit information from potential bidders/proposers.

*Mandatory*: The meeting is required that all bidders have a representative attend if they plan to submit a proposal. If a mandatory meeting is conducted, only those firms who attend will be allowed to submit a proposal to the solicitation document. Therefore, at the mandatory meeting, all prospective proposers will sign in and only those identified from the sign-in sheet will be considered for the project and be eligible to have their proposals accepted. A representative from the requesting department and other technical experts will answer the questions posed during the meeting.

Any information provided at the meeting that will change the requirements of the solicitation document must be issued in the form of an addendum to all eligible proposers. Additionally, it is required that substantive questions and resulting responses from the meeting be documented and provided to all eligible proposers in the form of an addendum. It is important to specify in the

addendum which items are changes or modifications to the original solicitation document.

**Note**: Proposals from anyone not attending the mandatory conference(s) will not be considered.

*Meeting Procedures*: At the pre-proposal meeting, the facilitator will remind the potential proposers what meeting they are attending, introduce him/her, then introductions will include City's staff and any other project representatives in attendance. Introductions of proposers are not necessary, during the introduction phase of the meeting.

The facilitator will either discuss or have the appropriate staff address the following information:

A. Pre-bid meeting sign-in requirement

B. An explanation of the process

C. Identify the submittal due date and advise that late proposals will not be accepted

D. Deadlines for receipt of questions and clarifications and the procedures for such requests

E. When to expect addendum(s) to be published for solicitation

F. Provide an overview of the solicitation document(s) contracting requirements (i.e., certifications, business tax receipt, insurance requirements, etc.)

G. Explain evaluation criteria and weighting, *if applicable*

H. Discuss any requirements for submittal of the documents, explain the requirements and order for submitting the proposal

I. Remind the proposers of the dates for the request

J. Award review process

K. Outline the protest procedures

**Late Proposals:** Any bid, proposal, or offer received at the place designated in the solicitation after the official date and time specified for receipt of proposals shall be deemed late and will not be considered for award. Any request for modification received after the date and closing time specified shall not be considered. The phone/computer clock at the receptionist desk on the first floor of City Hall is the official time for all times pertinent to formal openings.

**Only One Bid Received**: If only one responsible proposal is received, an award may be made to the single bidder if the City determines in writing that the price submitted is fair and reasonable. However, it is the practice of the City not to open a single bid received if for any reason the Purchasing Department feels that more bids can be obtained. Should this occur the Purchasing Department would extend the bid opening date, contact vendors that did not respond in an effort to obtain additional bids.

**No Bid Received:** On occasion, the Invitation to Bid will receive no responses. In those cases, these steps will be followed:

A. Extend the bid-opening date.

B. Contact all those vendors on bidder's list to determine reason for lack of response.

C. Contact the user department to determine if rebid is desired, using information obtained from vendor survey.

D. Notify Purchasing Department the closed bid if decision is made not to rebid.

E. Review specifications and bid list if decision is made to rebid.

F. Revise bid documents where appropriate.

G. Initiate the bidding process per regular procedures.

**Rejection of Bids and Negotiation:** The Mayor and Council shall have the right to reject any/all bids. If the lowest and most responsible bid exceeds the budgeted amount and the Mayor and Council does not make additional funds available, the City Manager shall have the power to re-advertise the item(s) for bidding after making sufficient changes in the project plans to bring the cost within the limit of the money available.

If no bid is received, or if the best bid exceeds the budgeted amount, the City Manager shall advise the Mayor and Council in writing, the condition and the circumstances surrounding the bid. The Mayor and Council may then authorize the City Manager to purchase by negotiation, but this shall be done only under conditions most favorable to the public interest and when said purchase will result in the lowest ultimate cost for the goods or services obtained.

**Competitive Procurement/Diversity Initiative Policy:** Purchase or acquisitions made by the City of College Park shall be made through competitive bidding or competitive proposal unless expressly exempted from this requirement by other provision of this policy or by express authorization by the City Manager or the Mayor/Council.

The following are hereby declared exempt:

A. Emergency purchases

B. Acquisition or leasing of real property

C. Purchases of $\geq$ $10,000.00

D. Personal or professional services

E. Sole source purchases or acquisitions

The City of College Park may "piggyback" purchase from other governmental contracts if such contracts are open to purchase by public authorities. As such, competitive bidding procedures do not apply or may be satisfied by the competitive process that was followed to award such governmental contract. The City has the discretion to enter into an inter-governmental agreement if the items to be acquired are available from these contracts. The bidding process has already been completed.

This policy shall also set forth the procedures for increasing opportunities for procurement and contract activities among Minority-Owned Businesses (MOB), African American Business Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian

Business Enterprise (ABE) and Native American Business Enterprise (NABE) and Minority Veteran (MV) located within/out- side the city limits of College Park Georgia. It is strongly encouraged to seek price quotations from the above various minority vendors when procuring goods and services.

Local Preference may be given to businesses that have a business location within the geographic boundaries of the City of College Park as long as all requirements of the bid have been met. Should a local vendor submit a bid proposal that is equal to a non-local vendor, then the local vendor's bid shall be recommended for approval provided all requirements of the bid proposal/process has been met.

*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 a least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from the City of College Park.*

In order to receive local preference, the proposer must provide the following criteria and provide supporting documentation as required.

A. If the vendor is located within the City of College Park, a copy of their current City of College Park business Occupational Tax Certificate (Business License) is required to be submitted when responding to request for proposals and bids.

B. And copy of a lease or rental agreement located within the city limits of City of College Park.

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.

**Waiver of Irregularities**: The Mayor and Council shall have the authority to waive any/all irregularities in any/all formal bids.

**Evaluation of Proposals/Evaluation Phase**: The evaluation phase as described below must be included in and carried out for all solicitations, even if only one proposal/response is received.

Prior to evaluating and scoring proposals, the proposals must first be examined to determine whether they meet the minimum requirements stated in the solicitation documents. The evaluation of these minimum requirements will be undertaken by the person responsible for conducting the solicitation process and will consider the following questions:

A. Was the proposal received by the advertised deadline?

B. Was there a mandatory pre-submittal meeting? *If so*, did someone representing the firm attend the pre-submittal meeting?

C. Was the required documentation for the proposal included and signed?

D. If the evaluation criterion for the cover letter was pass/fail, did the information contained within the cover letter satisfy the requirements?

E. Did the proposer include responses for all criteria?

Proposers who fail to meet minimum requirements may be considered non-responsive and may be disqualified from further consideration (e.g., if a mandatory pre-submittal meeting was held and the firm's representative did not attend, their proposal must be disqualified and rejected). This preliminary evaluation is a measure of the potential consultant's ability to follow instructions and depending upon the evaluation criteria, may allow the City to determine if the evaluation committee will move the proposal forward for review.

Responses/proposals that are rejected due to their lack of responsiveness or non-conformity to the mandatory requirements will not be reviewed or evaluated by the evaluation committee. The Purchasing department will provide a written notice by e-mail to any proposer removed from consideration as part of the initial review for responsiveness.

**Evaluation Committee:** The evaluation committee should consist of a department director/manager or designee, project manager (if used), a staff member outside the requesting department/division, and one or more appointed staff members. The Purchasing Department director should assemble the committee. The evaluation committee may be selected based on their general knowledge of the subject matter, marketplace, City regulations, and understanding of the project, as well as for their ability to fulfill their time commitments and obligations as a member of the committee.

The committee should be formed ahead of time, but no later than the solicitation due date. The number of members and the make-up of the committee will depend upon the size and complexity of the project, but at least, there should be a minimum of three (3) and a maximum of seven (7) members, always an odd number.

Each of the committee members shall complete the evaluation process, from review through interview and/or oral presentations. By nature, the evaluation committees are short-term, highly focused, and often tightly scheduled. It is hard to predict how long it will take to conduct the evaluations of the proposals, as it is dependent on how many proposals are received and the corresponding quality and depth of the proposals. It is important that all committee members understand the level of commitment and follow-through required in serving on the committee, as committee operations are in addition to regular work assignments. If a member determines they are unable to complete the evaluation due to time or scheduling commitments, it would be best to replace that member at the onset; should a member not complete the evaluation process, any evaluations completed by this committee member must be discarded to eliminate any skewing of the final scores.

**Technical Advisors**: Whenever the department head/project manager anticipates using technical advisors in any capacity during the evaluation process, the solicitation document must specify that they may be used for evaluation purposes. Failure to include this information in the solicitation document will preclude advisors from any contact with committee members. Advisors are not authorized to be voting members of the evaluation committee; they may only be used to support the committee.

When technical advisors will be present for interviews/presentations, all short-listed proposers must be notified of their presence. A clear explanation must be provided of what the advisor's role will be during and after the interviews/presentations.

## SECTION X
AWARD OF BIDS and CONTRACTS

All contracts, when the sum is ≤ $10,000.00, shall be awarded by the City Manager to the lowest and best bidder. The Mayor and Council shall approve all contracts when the sum is ≥ $10,000.00 to the most responsive and responsible bidder.

**Initial Award:** All bids shall be awarded to the most responsive and responsible bidder, unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the price alone. The award of all contracts shall fall within the guidelines stated above.

**Best Bidder:** After determining the most responsive and responsible bidder, in addition to cost, the bidder shall demonstrate the ability, capacity and skill to perform the contract.

A. Demonstrate they can perform the contract within the time specified, without delay or interference.

B. Demonstrate good character, integrity, reputation, judgment, experience and efficiency.

C. Demonstrate the quality of performance of previous contracts.

D. Demonstrate their existing compliance with laws and ordinances relating to the contract.

E. Demonstrate their sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

The quality, availability and adaptability of the supplies or contractual services to the particular use required. The bidder's ability to provide maintenance and service to the item(s) provided, for the use of the contract, if needed in the future. The number, scope of work or services must be attached to the bid.

**Tie Bids:** With assistance from the Purchasing Department, the City Manager shall make recommendation of award of all tie bids.

A tie can exists when two (2) or more bidders offer identical prices for a product, good, or service that meets all specifications, terms and conditions. In such a situation, the City shall consider the following methods to resolve the tie.

A. Past performance of the vendor

B. Best delivery date

C. Closest proximity to delivery site

## SECTION XI

COOPERATIVE PURCHASING and GOVERNMENTAL CONTRACTS

Where standardization is determined to be desirable by the City Manager, the purchase of materials, supplies and equipment and certain contractual services may be negotiated with the approval of the Mayor and Council.

The City Manager shall have the authority to join with other units of governments in cooperative purchasing ventures when the best interest of the City would be served thereby, and same is in accordance with City and State Law.

The City Manager may elect to purchase through or join with other governmental units or agencies in cooperative purchasing ventures when the best interest of the City would be served, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of ten thousand ($10,000.00) would require Mayor and Council approval before the purchasing contracts are entered into.

Cooperative purchasing is the consolidation or combination of needs by two or more entities, which are then collectively bid out as one. In a cooperative bid, all entities agree to be bound by the contract award in the same manner as if they are one agency. These requirements protect the principle that a bidder should be committed to the resulting contract.

Another form of cooperative purchasing is based upon central warehousing. Customarily, the largest consumer of the governmental units involved will buy in carload and truckload quantities and smaller government units can pick up certain types of items from the buyers warehouse. This type of cooperative purchasing like the contractual commitment method protects the principals of competitive bidding because the bidder knows the commitment covered by the Invitation to Bid and the award.

**Piggyback Purchases:** Although this is cooperative purchasing, the process is NOT to be confused with cooperative bidding. When it has been determined that a commodity or service designed to meet the specific needs of the acquiring department and that particular item or service is already available and has been bid and awarded previously by another governmental entity the process of purchasing that commodity or service is called "piggybacking."

Simply put, it requires written acknowledgment from both the successful bidder and the government entity, which did the soliciting, granting their approval that they will allow the City of College Park to acquire that item or service under the same prices, terms, and conditions of the original contract with the exception allowances only for the differences in delivery costs. As with the State of Georgia contracts, the contract prices in effect become the ceiling prices.

Piggybacking practices places the successful bidders who have won state contracts in open competition, in the position of having their contract prices presented as targets for others to negotiate around or play against if it were bid again. This process allows an entity to acquire the same products or services without jeopardizing that contract, by simply having the political entity authorize the "piggybacking".

Departments/Divisions/User Agents State, Government Agency and Organizations contracts have already been competitively bid; therefore, the need to bid is satisfied for purchases of this nature.

This method of purchase should only be used if time is of the essence or if the chances for obtaining better prices from other sources is poor. Utilization of these sources eliminates the need for a formal waiver of competitive bids.

The work/services/commodities must be specifically within the scope of the contract and the contract must be active. A purchase cannot be made against a contract that has expired.

**Piggybacking From Other Governmental Entities:** The Purchasing Department requires that when piggybacking from other governmental entities, the department/division provides and attaches to the requisition process the following documents:

A. A complete copy of the original solicitation;

B. A bid tabulation, if solicited by an Invitation to Bid, or scoring matrix if an RFP was used;

C. A copy of the award letter/memo/agenda item by the governmental entity to the vendor must be obtained;

D. A complete copy of vendor's proposal or bid;

E. A complete copy of the contract executed by the governmental entity and the vendor and;

F. A copy of the written acknowledgement from the governmental entity and vendor authorizing the city to acquire such goods or services under the same prices, terms, and conditions of the original contract with the only exception being for the differences in delivery costs.

## SECTION XII

BONDS AND INSURANCE

Bonds offer tangible protection in the form of monetary assurances that the bidder will meet his obligations. Bonds must be secured by the bidder at his own cost, and generally may be classified as follows:

**Bid Bond:** Each Bid must be accompanied by a Bid Guarantee in an amount of not less than five percent (5%) of the amount of the bid. The Bid Guarantee may be in the form of an official bank check payable to the City of College Park, or an AIA Document A310 Bid Bond on a form provided by a licensed surety bonding company. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

Georgia Law O.C.G.A. § 36-91-50, Bid bonds shall be required for all public works construction contracts subject to the requirements of this article with estimated bids or proposals over $100,000.00; provided, however, that a governmental entity may require a bid bond for projects with estimated bids or proposals of $100,000.00 or less. (Department of Administrative Services, 2017)

**Performance and Payment Bonds:** The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the City, price and other factors considered. The City is entitled to make the determination in its sole discretion. The Contract between the City and the Contractor shall be executed in the form attached to the Bid Document Package, and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570 (U.S. Department of the Treasury, 2018), and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia.

**Labor & Materials Bond**: Same as Payment Bond. Unless otherwise exempted specifically by the Mayor and Council, a contractor or vendor shall provide a corporate surety bond, or other performance security from a surety company authorized to do business in Georgia to guarantee the full and faithful performance of his/her contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the City Manager. All sureties shall be approved as to form by the City Attorney.

**Insurance:** Insurance is required to safeguard the City from any claims resulting from damage to property and/or injury to persons caused by the vendor or his actions. The vendor, at his own cost, must secure insurance policies that name the City of College Park as an “additional insured” party. Proposers are required to submit proof of insurance to the City with their bid/proposal including the types and dollar amounts of coverage.

**Indemnification:** The selected bidder shall indemnify, defend and hold harmless the City, its representatives, employees, elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, employees in the performance of their contract or occasioned wholly or in part by any negligent act, conduct, error, or omission by the selected bidder, or its agents, employees or subcontractors, in the performance of their contract.

The following requirements are for use with construction type contracts or when a contract is utilized or any work will be done on City's property.

**Worker's Compensation:** The selected bidder shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with O.C.G.A. Title 34, Chapter 9 (State Board of Workers' Compensation, 2018), as amended.

**Business Auto Policy:** The selected bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the bidder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Bidder to agree to maintain Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licenses by the State of Georgia. All policies shall be on occurrence made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Professional Liability:** The selected bidder shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 per occurrence. When a self-insured retention or deductible exceeds $10,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, bidder warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of a contract, bidder shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. For use with consultants or engineers only.

**Additional Insured Requirements:** Except as to Worker's Compensation and Employees' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed to include City of College Park, a municipality of the State of Georgia. The name for the additional insured endorsement issued by the insured shall read "City of College Park" along with the contract and bid number. The certificate of insurance shall unequivocally provide thirty days (30) written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder.

**Subcontractors:** It shall be responsibility of the selected bidder to insure that all subcontractors comply with the same insurance requirements reference above.

**Deductible Amounts:** All insurance deductible amounts shall be paid for and be the responsibility of the selected bidder for any/all claims under the contract.

## SECTION XIII
CAPITAL ASSETS TRACKING

**Fixed and Capital Assets**: The City has established a capitalization threshold of $_____ for property expected to benefit the operations of the organization for multiple years to be considered a fixed asset.

A. All property with an acquisition cost in excess of $_____ and an estimated useful life of one year is to be capitalized;

B. Capital Assets include buildings and improvements; However, the disposition of real property shall be governed by O.C.G.A. § 36-37-1 *et seq.* and not by this policy.

C. Property purchased meeting the fixed asset definition is tagged with a pre- numbered asset tag and added to the list of assets maintained by the Finance Department. This list is categorized bytype of fixed asset, i.e. buildings, furniture and equipment, plant assets, etc. and includes the asset number, date of installation, cost including taxes, shipping and installation fees, and life expectancy for depreciation purposes. A copy of the invoice(s) should be maintained with these asset records until the asset is sold or deleted.

**Equipment Depreciation:** The purpose of depreciation is to recognize the decreased value of the property over time (useful life) and to quantify this 'usage' as an expense to each cost center deriving benefit from its use.

A. A fixed asset, as previously defined, is depreciated over its estimated useful life.

B. Depreciation Schedules are prepared for the full fiscal year utilizing the guidelines of the Depreciation Policy.

C. A separate schedule is made for each property/asset type. The schedule is maintained by the Finance Director. As depreciable property is purchased, it is tracked in New World ERP and is added to the depreciation schedule at year end, following purchase/installation.

D. Depreciation is run at year end.

**Surplus of Capital Assets:** All capital assets that are obsolete, excess, or no longer needed by the owning Department are to be reported to the Finance Department for disposition. All items must be listed on a Request to Transfer/Declare Surplus form (Appendix D) and submitted to the Finance Department. The Finance Department is responsible for approving the disposition of the capital assets. If the item is a transfer between departments, the Request to Transfer/Declare Surplus Form requires both the transferring and receiving Department Director's signatures. The Capital Asset Coordinator will verify ownership, description, and identification number of the equipment on the form and approve the transfer or surplus of the item. Upon approval, a copy of the form will be provided to Finance to update the computerized inventory.

**Disposition of Property:** Non-capital items such as broken chairs, tables, calculators, desk accessories, books, tools, which are considered as "junk", may be disposed of via the landfill or trash by the individual department(s).

Capital Assets that have identification numbers can be disposed of by one of the following manners:

A. By transferring to another department ordivision

B. By trading in on equipment

C. By selling as scrap

D. By notification of sale at public auction conducted by GovDeals

**How to Report**: Each department, division or authority shall report its surplus or obsolete stock, equipment or materials on the "Notification of Surplus Property", (see attachment).

**When to Report**: All departments or separate units shall submit to the Purchasing Department, on the provided form(s), a report of surplus or obsolete property as follows:

A. When the department(s) identifies equipment such as motor vehicles, bulldozers, mowers, etc., to be traded for new equipment or to be otherwise disposed. In addition; the department(s) should include a list of all spare parts for such equipment if they are obsolete or surplus as well.

B. Scrap such as aluminum, bronze, brass, steel, etc., to be sold shall be reported or at such intervals as will be advantageous to the best use of the storage area of the department in question. Such material shall be kept separated to enable an accurate, intelligent estimate of the quantity or weight to be made.

## SECTION XIV

VENDOR REGISTRATION

It is suggested that all vendors desiring to sell goods and services to the City complete an online vendor application under "Vendor Registration" within the Purchasing Department tab via the City website.

Vendors may make application by accessing the City's web page at www.collegeparkga.com then follow these steps in order to register:

A. Use the Departments tab and search for Purchasing

B. A link for Vendor Registration will appear.

C. Click link Become a College Park Vendor, this will redirect you to another screen to register. Complete all fields, to establish an account with the City of College Park Vendor Registration System (Vendor Registry.com). Follow steps as prompted to complete your account.

D. Once completing the registration:

   a. Return to the City of College Park website at www.collegeparkga.com

   b. On the home screen look for Bids/RFPs link

   c. Under the Bid Posting post complete the notification link under the Subscription to receive notification of new solicitations.

All complaints concerning vendor performance shall be directed to the Purchasing Department in writing using the Vendor Performance Evaluation Form (Appendix F). Finance will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. An example of a performance complaint is failure to deliver goods and/or services as outlined in an Invitation to Bid. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

It is essential to develop and maintain goodwill between the City of College Park and its suppliers. The reputation of the City can be promoted by:

A. Giving all salespersons a full, fair, prompt and courteous hearing.

B. Respecting the confidence of the salesperson or their company as to confidential information.

C. Having consistent buying policies and principles

D. Observing strict truthfulness in all transactions and in correspondence.

E. Keep the bidding and purchasing process open, fair, and transparent.

F. Cooperating with the seller and considering their difficulties in providing the service or products.

G. Keep the lines of communication open for all vendors

H. Making payments in a timely manner.

## Vendor set up in system

All new vendors to be established in the New World system that will be issued a check from the Finance Department should have a W-9 on file with the Purchasing Department. This process shall ensure the most accurate information is entered into the system for the vendor(s).

Before requesting a vendor is set up as a vendor in the system, there are a few things to keep in mind:

A. Current College Park employees cannot provide goods or services as an independent contractor.

B. No former College Park employee or elected official, may enter into a contract as an independent contractor for three (3) years from the date of separation.

C. No College Park employee or department may buy goods or services for the City from a vendor who is a member of the employee's family.

D. No College Park employee or department may buy goods or services for the City from a vendor where an employee owns or controls at least 10% of the business.

The requestor will need to forward a current, signed, and dated W-9 form. Vendors will be established in their name as they appear on their W-9s; DBA name, if applicable. The set up requests normally takes between 3-5 business days.

Upon establishing the new vendor; a purchasing representative will forward the vendor number to the requestor in order for him/her to complete a check request or purchase order within the New World system.

# SECTION XV
# ETHICS in PROCUREMENT

**Conflict of Interest and Disclosure of Campaign Contributions:** Every person, business or entity involved in the procurement process must adhere to a high standard of ethics. Each will be bound by the City Code of Ethics and this Section. Whenever this Section conflicts with the City Code of Ethics, the City Code of Ethics shall control. For the purposes of this section, the term "City Employee" means any person employed by the City of College Park, and the term "City Official" means any elected or appointed official of the City or of an agency, authority or instrumentality of the City.

A. Employee Conflict of Interest

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows:

1. The City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.
2. Any other person, business or organization with whom the City Employee, City Official or immediate family of such is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
3. A City Employee, City Official or any immediate family of such who holds a substantial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest.
4. All City Employees and City Officials will be asked to sign a disclosure document indicating his or her compliance with the City Code of Ethics Policy.
5. The terms "immediate family" and "substantial interest" shall have the meaning given to such terms in the City Code of Ethics.

B. Gratuities, Rebates or Kickbacks

1. *Gratuities and other benefits*. It shall be unethical for any City Employee or City Official to directly or indirectly solicit, demand, receive, accept or agree to receive any gratuity, reward, offer of employment, services or things of value from any person, business or entity in connection with any award, decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.

2. It shall further be unethical for any person, business or entity to offer, give or agree to give or offer to give any City Employee or City Official any gratuity, reward, offer of employment, services or things of value with the purpose of influencing any award,

decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.

3. A "thing of value" shall not include:
   i. Any gift with a value less than one hundred dollars ($100.00);
   ii. Food or beverage consumed at a single meal or event;
   iii. An award, plaque, certificate, memento or similar item given in recognition of the recipient's civic, charitable, political, professional or public service;
   iv. Promotional items generally distributed to the general public or to public officers;
   v. Rebates normally or routinely offered to customers in the ordinary course of business of such person, business or entity for the purchase of their goods and services are acceptable and are the property of the City; and
   vi. Educational events, materials and meals as described in subparagraph (ii).

4. *Educational events.* Nothing in this section shall preclude a City Employee or City Official from attending seminars, courses, lectures, briefings or similar functions at any person, business or entity's facility or at any other place if any such seminar, course, lecture, briefing or similar function is for the purpose of furnishing the City Official, City Employee or agent with knowledge and information relative to the person, business or entity's products or services and is one which the city manager determines would be of benefit to the City. In connection with any such seminar, course, lecture, briefing or similar function, nothing shall preclude the City Employee or City Official from receiving meals or educational materials and business related items of not more than nominal value from a person, business or entity. However, no City Employee or City Official shall accept or receive travel or lodging for less than the value thereof from a person, business or entity.

5. *Kickbacks and rebates*. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Disclosure of Campaign Finance Contributions

1. All vendors/contractors who do business with the City for purchases from ten thousand dollars ($10,000.00) and above, which require a sealed bid process under the terms of the City of College Park's Purchasing Policies and Procedures, shall be required to file a written campaign contribution disclosure form as a part of the solicitation process. Said form shall itemize all monetary contributions totaling $100.00 or more that the vendor/contractor made within the preceding twelve (12) months to: (i) any elected City Official's campaign; and (ii) any event sponsored by an elected City Official. *See Appendix K*.
2. Unless otherwise reported individually, where separate contributions of less than one hundred dollars ($100.00) are knowingly received from a common source, such contributions shall be aggregated for reporting purposes. For purposes of fulfilling such aggregation requirement, members of the family, members of the same firm or

partnership or employees of the same person as defined in paragraph (19) of O.C.G.A. § 21-5-3, shall be considered to be a common source; provided, however, that the purchase of tickets for not more than twenty-five dollars ($25.00) each and for attendance at a fundraising event by members of the family, members of the same firm or partnership or employees of the same person shall not be considered to be contributions from a common source except to the extent that tickets are purchased as a block.

3. For each year a vendor/contractor is under contract at any value annually and engaged in business with the City, it shall be required to file a campaign contribution disclosure form to the City Manager.

D. Prohibition against Contingent Fees

It shall be unethical for any person to be retained, or to retain a person, to solicit or secure a contract upon any agreement or understanding for a contingency fee, except for agreements with manufacturer representatives, or agents, including, but not limited to, commercial services sales agents engaged in the business of soliciting contracts on behalf of vendors. A "contingency fee" as used in this subsection C means any commission, percentage, brokerage or other fee that is contingent upon the success that a person has in securing a city contract.

E. Use of Confidential Information

It shall be unethical for any City Employee or City Official to knowingly disclose or use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.

F. Unauthorized Purchases

No purchases of goods and services shall be made in the name of the City or one of its departments, except such as is required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for other than official use are prohibited, and no City funds will be expended or advanced therefore.

G. Penalties and Sanctions

1. *Legal or disciplinary action by city council*. The city council may take appropriate legal and/or disciplinary actions pursuant to the City Code of Ethics against any City Employee, City Official or other person in violation of these ethical standards.
2. *Legal or disciplinary action by city manager*. The city manager is authorized to take any appropriate legal and/or disciplinary actions, including dismissal, of any City Employee violating this City Code of Ethics Policy.
3. *Administrative penalties for employees*. The city manager may impose any one or more of the following penalties or sanctions on a City Employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:
    i. Oral or written warnings or reprimands;
    ii. Suspensions with or without pay for specified periods of time; or
    iii. Termination of employment.
4. *Administrative penalties for outside contractors/vendors*. The City may impose any one or more of the following penalties or sanctions on a vendor or other person or

organization for violations of these ethical standards:

i. Written warnings or reprimands;
ii. Termination of contracts; or
iii. Debarment or suspension.

Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure or agreement for expenditure arising from any procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this policy or the authorization or delegation as provided in this policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

Vendor Contact during Open Solicitations

Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any City Official, City Employee or other City representative other than the purchasing agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The city manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

Cooling Off Period

A "Cooling Off" period is the time during which an employee is separated from participation in all official matters involving an entity because of a particular situation.

It is required that a former City of College Park employee in addition to elected or appointed City of College Park official cannot conduct business with the City of College Park from the date of separation; for a period of three (3) years from the date of separation. In this capacity, their new employer might find an employee's former connections to government agencies quite valuable when it comes to getting clarification on rules and regulations.

A. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work related to contracts in which they engaged in any negotiations, transactions, planning, arrangements, or any part of the decision making process relevant to the contract while employed in any capacity by any department.

B. Former College Park employees nor elected or appointed City Officials cannot be independent contractors to perform work on a contract if they were employed by that department in a policy-making position in the same general subject area as that contract.

## SECTION XVI
## DISQUALIFICATION and PROTEST PROCEDURES

**Disqualification/Debarment of Bidders:** The Purchasing Department will have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the City for no less than five (5) years, from the date of discovery.

A. Fraud, bribery, collusion or conspiracy;

B. Bid rigging, price fixing or any other act in violation of any local, state or federal law in connection with the bidding upon, solicitation, award or performance of any public contract; or

C. Embezzlement, theft, forgery, falsification or fabrication of records, moral turpitude or perjury.

**Protest:** Any interested party desiring to protest, challenge or otherwise pursue a claim against any aspect of College Park procurement must comply with College Park's Protest Policy.

### Form of Protest

Bidders or respondents who are aggrieved in connection with a formal solicitation or with the City's recommendation for award shall be afforded the opportunity to submit a written notice to the Purchasing Department. Bids or proposals that did not meet the minimum published requirements including specifications and/or scope of service, are not subject to protest.

At a minimum, the protest must be submitted in writing and must include the following:

A. The name and address of the protestor;

B. Appropriate identification of the solicitation/sole source notice/consortia or cooperative notice;

C. A statement of all legal and factual grounds for the protest;

D. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time (in which case the supplier must proceed to file the protest within the filing period identified below, but state the expected availability of the material); and

E. A statement of the specific relief or remedy requested and;

F. Signature of an officer or person authorized to execute contracts on behalf of the protestor.

To ensure the protest process is conducted efficiently and in a manner fair to all parties, the City of College Park requires a protesting supplier to identify all grounds for protest during the protest filing period. Any issues or grounds not timely raised within the written protest shall be deemed waived by the protestor.

### Filing Protests

A protest is considered to be properly filed when it is in writing and signed by a company officer authorized to sign contracts on behalf of the supplier or legal counsel that has been engaged by the

supplier, is submitted via e-mail to the Purchasing Department, and is received within the filing period.

## Filing Deadlines

Protests must be received within five (5) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested. The City of College Park will not consider untimely protests absent evidence of malfeasance or administrative error by the City that substantially impaired an interested supplier's ability to file a timely protest.

In the event the City does not provide access to records included in the register of proposals or the administrative review within three (3) business days of issuance of the Notice of Intent to Award, the interested supplier may file, within the filing period, a request for extension of the filing period to extend the protest period by the number of days that it takes for the City to produce the records beyond the first business day. In the event the City does not provide timely access to records other than those that comprise the register of proposals or administrative review, the interested supplier is required to file a protest within the filing period, indicating the failure of the state entity to provide timely access to records and reserving the right to file an amended protest upon production of such records.

If an interested supplier fails to file a protest by the applicable deadline, the City of College Park may, at its discretion, deem such failure as the supplier's voluntary relinquishment of any grounds the supplier may have for protesting through the City of College Parks' protest process or through subsequent litigation.

## Protest Resolution

The Purchasing Department shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the petition. The City Manager and City Attorney for the City of College Park will review and issue a written decision on the protest as expeditiously as possible after receiving all relevant documents.

In the event that a solicitation, a sole source notice, or a consortia/cooperative notice is cancelled or amended by the City prior to issuance of a decision, the protest will be deemed moot and no further action will be taken by the City of College Park regarding the protest.

The petitioner shall be furnished a copy of the decision and the final decision under this section shall be conclusive and shall represent the position of the City

## Costs

**In no event will a supplier be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a response to the solicitation, the costs of participating in the protest/request for formal review process or any attorneys' fees.**

# APPENDICES

APPENDIX A

**FINANCE DEPARTMENT**
**PURCHASE ORDER CHANGE FORM**

| | | | |
|---|---|---|---|
| PO Date: | | PO #: | |
| Vendor No: | | Vendor Name: | |
| PO Account No: | | | |
| Original PO Amount: | | | |
| Requesting Depart: | | | |
| Reason for charge: | | | |

**Type of Change**
(complete one)

| Change account number(s) | |
|---|---|
| All or specific line(s): | |
| Original account number(s): | |
| New account number(s): | |

| Increase purchase order | |
|---|---|
| All or specific line(s): | |
| Amount to increase: | |
| New PO total: | |

| Decrease purchase order | |
|---|---|
| All or specific line(s): | |
| Amount to decrease: | |
| New PO total: | |

| Cancel/Void PO | |
|---|---|
| All or specific line(s): | |
| Amount to cancel/void: | |
| New PO total: | |

Department Head Approval Date

Finance Director Approval Date

City Manager Approval Date

*Purchase Order Change Notices are reviewed to determine conformance to established Purchasing Policies and adhere to relevant agreements, bids, contracts and policies.*

APPENDIX B

**CITY OF COLLEGE PARK**
**EMERGENCY PURCHASE EXPLANATION MEMO**

General description of material(s) and/or service purchased

Nature of emergency affecting safety, health, or welfare of the public. Be concise but describe the emergency completely.

Vendor: _____
Total actual cost of emergency purchase: _____
Prepared by: _____
Date Prepared: _____

| | |
|---|---|
| Department Head Approval | Date |
| Finance Director Approval | Date |
| City Manager Approval | Date |

***Attached invoice(s) and all supporting documents and forward for review, approval and processing***

APPENDIX C

**SOLE/SINGLE SOURCE/ SOLE BRAND**
**REQUEST FORM**

| | |
|---|---|
| Date: | |
| To: City Manager | |
| Thru: Finance Director | |
| From (department): | |
| Product/Service Description: | |

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

**Sole Source** (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

**Single Source** (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

**Sole Brand** (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

**Standardization** (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: _____

Date: _____

Section II
QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

| | |
|---|---|
| Order placed by: | |
| Proposed Vendor: | |
| Product(s): | |
| Estimate Cost of Purchase | |

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

   _____
   _____
   _____

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

   _____
   _____
   _____

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

   _____
   _____
   _____

4. I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

   _____
   _____
   _____

| |
|---|
| **APPROVAL AUTHORITY:** In accordance with the City of College Park Purchasing Manual procedures, it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement. |
| **Approved By: City Manager** **Date:** |

APPENDIX D

City of College Park
Notification of Surplus Property

Date:

From: (*Your Department Name*)

To: Fleet Administrator

This notice is hereby given that the following item(s) of equipment and/or material(s) will be declared surplus in this department. Disposition is being requested as of the date above.

| Item | Property # | Description *(make, model, serial, number)* | Disposition Code | Location | Estimated Value |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |

NOTE: Any/All items must be approved for disposal by Mayor and Council.

Disposition Codes:

1) Transfer to other department
2) To be sold as scrap
3) To be sold as usable equipment
4) To be sold "As Is"
5) To be traded on purchase of new equipment
6) Other reason for disposition (brief explanation):

_____

Department Director: _____

Date Approved: _____

---

Director of Finance: _____

Date Approved: _____

APPENDIX E

# VENDOR PERFORMANCE EVALUATION FORM

| Vendor: | | | Date: | | |
|---|---|---|---|---|---|
| Address: | | | Prepared by: | | |
| Commodity/Service: | | | Department: | | |
| | Excellent (4) | Good (3) | Fair (2) | Poor (1) | Comments: |
| Service | | | | | |
| Delivers on Time | | | | | |
| Condition of Goods on | | | | | |
| Follows Instructions | | | | | |
| Number of Rejections | | | | | |
| Handles Rejections Promptly | | | | | |
| Handling of Complaints | | | | | |
| Technical Assistance | | | | | |
| Emergency Aid | | | | | |
| Furnishes Specially Requested Information | | | | | |
| Delivers Without Constant Follow-up | | | | | |
| Keeps Promises | | | | | |
| Past Reliability Record | | | | | |
| Technical Ability For Difficult Work | | | | | |
| Personal Preference | | | | | |
| Other (_____) | | | | | |
| Overall Rating By Using Agency | | | | | |
| Overall Rating By Purchasing | | | | | |

Instructions:

- Evaluate vendor on items listed and check the appropriate columns. Some items may not apply.
- Indicate vendor's overall rating by checking the appropriate column.
- If vendor's overall rating is fair or poor, please explain under "Comments"
- Upon completion return to Purchasing Department

APPENDIX F

# 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:

_____
Federal Work Authorization User Identification Number (not Taxpayer ID)

_____
Date of Authorization

_____
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 _____, 20____ in _____ (city) _____

(state)

_____

**Signature of Authorized Owner/Officer**

_____

**Printed Name and Title of Authorized Owner/Officer**

_____

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX G

NON-COLLUSION AFFIDAVIT

**State of Georgia**

**County of Fulton**

_____, being first duly sworn, deposes and says that he/she is _____of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of College Park.

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

_____

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX I

# DRUG FREE WORKPLACE CERTIFICATE

(Identical Tie Proposals)

In accordance with O.C.G.A. § 34-9-410 of the State of Georgia Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.

5. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the below named business, firm or corporation [☐ DOES ☐ DOES NOT] comply fully with the requirements set forth herein.

| | |
|---|---|
| Company: | |
| Authorized Representative: | |
| Signature: | |
| Date: | |

APPENDIX J

**CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OR SCOPE OF WORK**

**Required for each contract or arrangement to prepare or develop specifications or requirements for a solicitation or to serve in a consultative role during the procurement process for any City procurement method. O.C.G.A. § 36-80-28.*

The undersigned Consultant, who is entering into a contract or arrangement with the City of College Park, Georgia (the "City") to prepare or develop specifications or requirements for bids, requests for proposals, procurement orders, or purchasing orders for the City, agrees and certifies that:

(1) Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the City, as may be related to the project.

(2) Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or Consultant's employees, agents, or subsidiaries (include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

_____
_____
_____
_____
_____
_____

(3) Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

(4) Consultant acknowledges that any violation or threatened violation of this certification and agreement may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

| | |
|---|---|
| Company: | |
| Authorized Representative: | |
| Signature: | |
| Date: | |

APPENDIX K

**CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

*Required for all purchases/contracts valued at $10,000.00 or above for which a competitive procurement is required under the terms of the City's Purchasing Policies and Procedures*

Within the preceding twelve (12) months, have you or your company made monetary contributions totaling $100.00 or more to (i) any elected City Official's campaign; or (ii) any event sponsored by an elected City Official?

☐ Yes* ☐ No

*If you answered "Yes" to the above question, you must complete the following section:

| Date | Name of City Official | Description | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The undersigned certifies that the foregoing is true and correct to the best of undersigned's knowledge.

Company: _____

Authorized Representative: _____

Signature: _____

Date: _____

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Department of Administrative Services. (2017, April 13). *Insurance and Bonding Guidelines*. Retrieved October 10, 2018, from LexisNexis Custom Solutions: http://doas.ga.gov/Pages/SearchCRM.aspx#k=construction%20bid%20bond

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# CITY OF COLLEGE PARK

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

**REG SESSION AGENDA REQUEST**

DOC ID: 9115

**DATE:** October 8, 2021

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

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Nikki Washington, City Planner

**RE:** Public Hearing to Adopt the Comprehensive Plan

---

**PURPOSE:** Public Hearing to adopt the Comprehensive Plan update.

**REASON:** Public Hearing to adopt the Comprehensive Plan update.

**RECOMMENDATION:** The Comprehensive Plan was approved by the Georgia Department of Community Affairs (DCA) on September 8th, 2021 and by the Atlanta Regional Commission (ARC) on September 13th, 2021. The City Planner recommends adoption of the attached plan.

**BACKGROUND:** The Comprehensive Plan Update has been in progress since December 2020. The kick-off public hearing was held in January 2021 and there have been several community and stakeholder meetings throughout the spring and summer months. The Atlanta Regional Commission has led the project with support from The Collaborative Firm and City Staff.

Renewal of Qualified Local Government (QLG) status is contingent upon local adoption of the Plan Update. Once adopted, the City Planner will send ARC digital copies of the adoption resolution and the final, "as adopted" Update itself, to be forwarded to DCA. Upon receiving notice of local adoption, DCA will renew the City's QLG status for the City Of College Park.

The attached version of the Comprehensive Plan was transmitted by Council at the August 16th, 2021 meeting and approved by DCA and ARC.

**CITY COUNCIL HEARING DATE:** October 18th, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES**: The Department of Community Affairs

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** The Comprehensive

Plan provides a high-level overview for future development and policy support for the City over the next 5 years.

**STAFF:** Nikki Washington, City Planner.

**ATTACHMENTS:**

- CP- Resolution- 2021 Comprehensive Plan Adoption (PDF)
- City of College Park 2021 Comprehensive Plan Update DRAFT 10.6.21 (PDF)

**Review:**

- Nikki Washington Completed 10/06/2021 4:22 PM
- Sonya Harold Completed 10/07/2021 4:55 PM
- Sonya Harold Completed 10/07/2021 4:55 PM
- City Attorney's Office Completed 10/11/2021 6:36 PM
- Mercedes Miller Completed 10/12/2021 8:19 AM
- Mayor & City Council Pending 10/18/2021 7:30 PM

**STATE OF GEORGIA**

**CITY OF COLLEGE PARK**

**RESOLUTION NO. 2021-__**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA TO ADOPT THE 2021 COMPREHENSIVE PLAN UPDATE AS SUBMITTED TO AND APPROVED BY THE ATLANTA REGIONAL COMMISSION AND GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS,** the governing body of the City of College Park, Georgia (the "City") is the Mayor and Council thereof;

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

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

**WHEREAS,** an update of the comprehensive plan is required every five years to maintain the City's Qualified Local Government Status;

**WHEREAS,** the City prepared an update to its Comprehensive Plan ("2021 Comprehensive Plan") in accordance with the requirements set forth by DCA;

**WHEREAS,** the City is required to prepare and submit the plan update to the Atlanta Regional Commission ("ARC") and the Georgia Department of Community Affairs ("DCA") for review and approval;

**WHEREAS,** DCA and ARC found the 2021 Comprehensive Plan to be in compliance with the minimum standards and procedures set forth by the department and approved the update on September 8, 2021 and September 13, 2021, respectively; and

**WHEREAS,** the governing authority desires to adopt the 2021 Comprehensive Plan as submitted, reviewed, and approved by ARC and DCA.

**BE IT AND IT IS HEREBY RESOLVED,** by the Mayor and Council of the City of College Park, Georgia, and by the authority thereof, that: the City of College Park 2021 Comprehensive Plan, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted and the Comprehensive Plan is hereby amended as described therein;

**BE IT FURTHER RESOLVED,** that all resolutions and parts of resolutions in conflict herewith are hereby expressly repealed to the extent they conflict with this Resolution.

**BE IT FURTHER RESOLVED,** that the effective date of this Resolution shall be the date of adoption.

**SO RESOLVED AND ADOPTED** 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
## 2021 COMPREHENSIVE PLAN

## (ATTACHED)

# CITY OF COLLEGE PARK
# 2021 COMPREHENSIVE PLAN

DRAFT

prepared by the ARC

# ACKNOWLEDGEMENTS


## Steering Committee

Jason Shoates, Mayor Appointee
Eileen Murphy, Ward 1 Appointee
Geral Catus, Ward 3 Appointee
Selissa Jefferson, Ward 4 Appointee
Councilman Ambrose Clay, Governing Authority Representative
Kaseem Ladipo, Planning Commission Chair
Jamelle McKenzie, BIDA Chair and Economic Development Practitioner Representative
Julian Nabaa, Main Street Association Chair and Economic Development Practitioner Representative
Michelle Alexander, City Planner
Nikki Washington, City Planner
Tasha Hall-Garrison, Economic Development Program Manager
Gary Young, Airport Affairs Manager

## City of College Park Staff

Michelle Alexander, City Planner
Nikki Washington, City Planner
Tasha Hall-Garrison, Economic Development Program Manager

## Atlanta Regional Commission Staff

Anna Baggett, Project Manager
Mollie Bogle
Josh Phillipson

This document was prepared by the Atlanta Regional Commission.

Unless otherwise noted, all photos were taken by ARC staff.

ARC
Atlanta Regional Commission

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# EXECUTIVE SUMMARY

One of the most impactful responsibilities of local government is planning – a word used to describe how a community shapes and guides growth and development. This update of College Park's Comprehensive Plan offers the opportunity to look beyond the execution of the day-to-day city services and consider where the City wants to be in the next five-years and the necessary steps to achieve that vision.

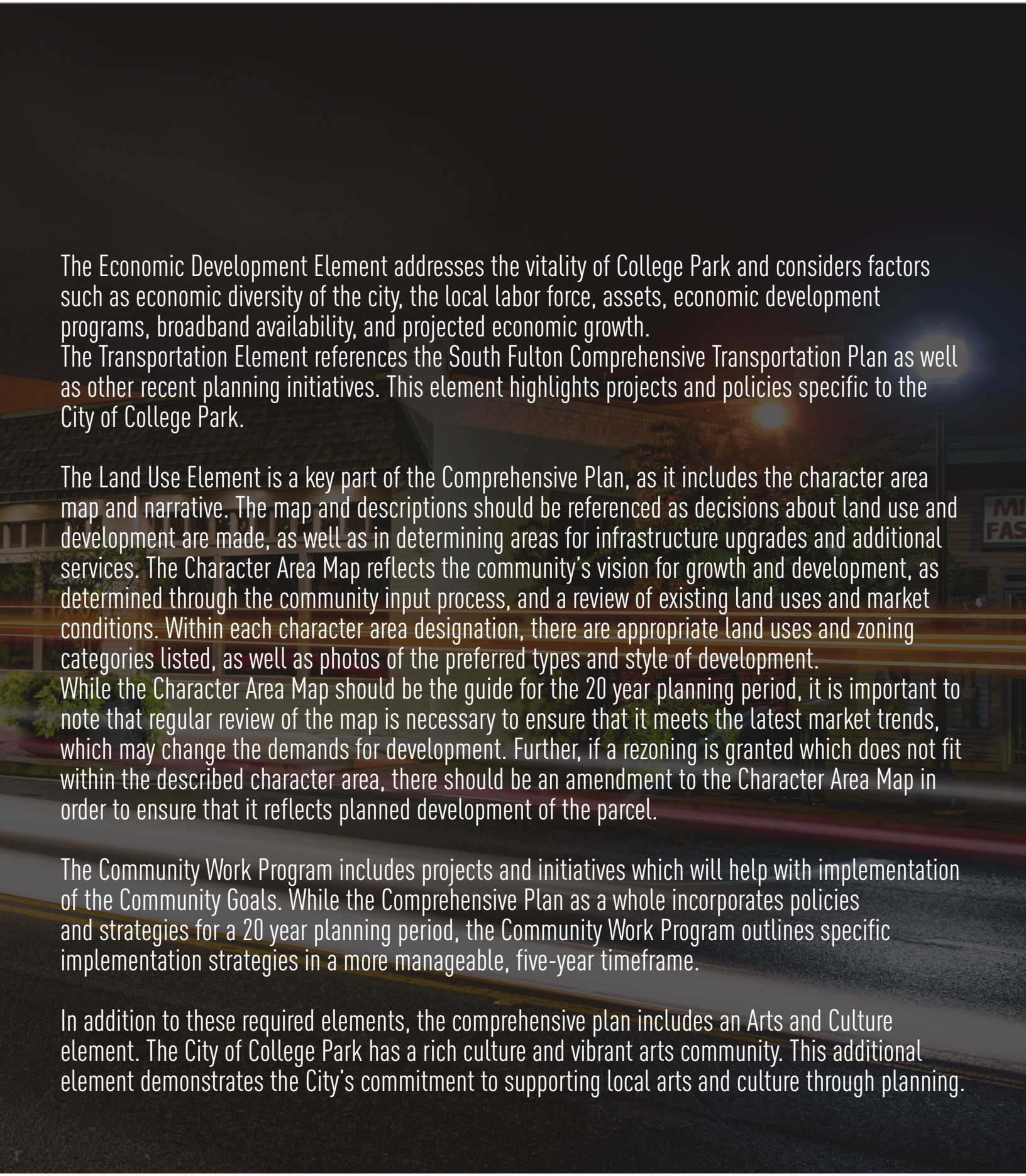
The Georgia Department of Community Affairs (DCA) has established standards and procedures for Local Comprehensive Planning to provide a framework for local governments to create a long-term plan addresses critical planning issues and opportunities. These standards and procedures reflect the state's interest in promoting healthy and economically vibrant communities.
College Park's Comprehensive Plan includes the following required elements:

- Community Goals
- Issues and Opportunities
- Housing
- Economic Development
- Transportation
- Land Use
- Report of Accomplishments
- Community Work Program

Public input, coupled with an engaged Steering Committee, helped to identify issues and opportunities as well as shape community goals. Projects and initiatives which will help the City of College Park achieve its goals are enumerated in the Community Work Program.

The Housing Element examines the adequacy and suitability of existing housing to meet current and future needs. It includes data on housing occupancy, age of housing stock, median home values, jobs-housing balance, and housing for special populations.

*Image from City of College Park Website*



The Economic Development Element addresses the vitality of College Park and considers factors such as economic diversity of the city, the local labor force, assets, economic development programs, broadband availability, and projected economic growth.
The Transportation Element references the South Fulton Comprehensive Transportation Plan as well as other recent planning initiatives. This element highlights projects and policies specific to the City of College Park.

The Land Use Element is a key part of the Comprehensive Plan, as it includes the character area map and narrative. The map and descriptions should be referenced as decisions about land use and development are made, as well as in determining areas for infrastructure upgrades and additional services. The Character Area Map reflects the community's vision for growth and development, as determined through the community input process, and a review of existing land uses and market conditions. Within each character area designation, there are appropriate land uses and zoning categories listed, as well as photos of the preferred types and style of development.
While the Character Area Map should be the guide for the 20 year planning period, it is important to note that regular review of the map is necessary to ensure that it meets the latest market trends, which may change the demands for development. Further, if a rezoning is granted which does not fit within the described character area, there should be an amendment to the Character Area Map in order to ensure that it reflects planned development of the parcel.

The Community Work Program includes projects and initiatives which will help with implementation of the Community Goals. While the Comprehensive Plan as a whole incorporates policies and strategies for a 20 year planning period, the Community Work Program outlines specific implementation strategies in a more manageable, five-year timeframe.

In addition to these required elements, the comprehensive plan includes an Arts and Culture element. The City of College Park has a rich culture and vibrant arts community. This additional element demonstrates the City's commitment to supporting local arts and culture through planning.

CHAPTER 1

# HISTORY OF COLLEGE PARK

# HISTORY

Fulton County was created out of DeKalb in 1853 from land that was gained through Creek Indian cession in 1821, an area that included the future locations of College Park, and the contiguous cities of Atlanta, East Point, and Hapeville. By the 1860s, five homes had been constructed in the College Park area, then known as Atlantic City, including the homes of the earliest recorded landowners and farmers, Alexander Ratteree and W. N. McConnell. The Slave Schedules of the 1860 US Federal Census indicates that Ratteree and McConnell owned a total of 17 enslaved persons – men, women, and children described as "Black" and "Mulatto" between the ages of 2 and 40. In 1890, 900 acres of land on the Atlanta and West Point Railroad one half mile south of East Point were purchased by a syndicate of Atlanta businessmen and in 1891 the City of Manchester was chartered and incorporated with the hope that it would become an epicenter of industry like its English namesake. However, with these dreams never realized, and the establishment of the Southern Baptist Female College (later Cox Female College) and Southern Military Academy (later Georgia Military Academy then Woodward Academy), a contest was held in 1892 to rename Manchester – a contest that was won by Mrs. Mary Malinda Gordon Roper for her submission of the name College Park, "a name that [is] suggestive to every one of colleges and culture and at the same time of green trees, flowers and fresh air."

In the early 1920s, almost 300 acres of land were leased by College Park and the Candler Field and the Atlanta Municipal Airport – now the Hartsfield Jackson International Airport – was established out of an abandoned auto racetrack. In the 1970s and 1980s, hundreds of properties in College Park were purchased using information detailed in The Hartsfield-Jackson Atlanta International Airport Noise Land Reuse Plan, which allowed the airport to apply for federal funding to purchase property designated as "noise land". These properties were later disposed of and converted into warehouses, parking lots, and buildings for light industrial uses. Between the 1980s and the early 2000s, as part of continued execution of the FAA noise abatement program, the City of Atlanta and the FAA purchased roughly 320 acres of property containing residential structures, churches, and some small commercial buildings immediately adjacent to the west side of downtown College Park which sat abandoned for decades. However, continued efforts by the City of College Park and Aerotropolis Atlanta Alliance to redress harmful past planning efforts around the airport culminated in an official ground breaking of Six West in 2020 – a mixed-use regional center named to capture the legacy of former neighborhoods anchored by six college-named streets.

*The Airport in the 1980s*

# HISTORY

Though College Park's population began steadily decreasing beginning in the 1980s, its African American population has grown significantly over the past several decades from just 15% in the 1970s to over 80% in 2019, leading to College Park becoming a "black-majority" city, one of more than 1,200 such cities in the nation. A majority of these cities – emerging between the 1970s and 2010s due to the "New Great Migration" and intra-metropolitan movement – are located in the South, where African American professionals and college-graduates have flocked to economically-rising areas that also boast strong cultural and familial ties. With a 23% population growth in the last five years, College Park is poised to capitalize on the many assets it and other black-majority cities contain, including $609 billion in owner-occupied housing assets, 10,000 public schools, and over 3 million businesses, as well as the less tangible, yet equally as rich, cultural resources.

*Historic College Park Woman's Club*

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CHAPTER 2

# COMMUNITY INPUT

# ENGAGEMENT SUMMARY

The 2021 Comprehensive Plan Update occurred during the 2020-2021 Covid-19 Pandemic. Social distancing precautions limited in-person community engagement options throughout the course of the planning process. Despite this hurdle, the project team used virtual engagement methods to solicit stakeholder and community feedback. These methods include:

- 4 virtual steering committee meetings (Zoom)
- 1 virtual public meeting (Zoom)
- 1 Transportation Focus Group (Zoom)
- 1 Housing Focus Group (Zoom)
- 1 Community Survey (Public Input)

The Steering Committee virtually convened four times using the Zoom platform to provide direction and feedback at key points in the process.

ARC and City of College Park staff facilitated one virtual public meeting, posing a range of questions on a variety of topics, including environment and greenspace, transportation, housing, Main Street, and community inclusivity. In addition to these polling questions, attendees participated in breakout sessions to discuss chosen topics. These sessions included:

- Arts, Culture, and Creative Placemaking
- New Business and Development Trends
- Trails, Parks, and Recreation
- Urban Agriculture and Green Infrastructure
- Workforce Development

City of College Park staff virtually convened two focus group meetings on transportation and housing topics.

In addition to these virtual meetings, the project team used PublicInput.com as a public-facing project webpage and virtual engagement platform. 175 people subscribed to the webpage, and 142 people participated in the community survey. Additionally, the project webpage provided meeting recordings and materials, advertised virtual focus groups, and shared recent planning efforts. The City of College Park advertised this webpage on its website.

The City of College Park is a diverse and forward-looking community engaged in shaping its own future. The people of College Park are working to capitalize on the qualities and values that have made it successful to improve the overall quality of life for its current and future residents, regardless of income levels. As the City of College Park moves forward in implementing the Comprehensive Plan, the goals on the following pages should continue to be monitored to ensure that they are still relevant to the community.

## COMMUNITY ENGAGEMENT TIMELINE

# COMMUNITY GOALS AND POLICIES

## GOAL 1

The business districts of Main Street, Virginia Avenue, Six West, and Old National, will become primary, connected, and unified destinations for residents and visitors in College Park.

*Policy 1.1.* College Park will continue to invest in its LCI Plan by expanding the study to look at ways to connect Historic Downtown, the Georgia International Convention Center (GICC), Six West, and the mixed use development at Hartsfield Jackson Atlanta International Airport (ATL).

*Policy 1.2.* College park will create a unifying feel to these unique business districts through creative placemaking and "placekeeping" techniques, such as wayfinding signage, flower boxes, and public art.

## GOAL 2

College Park will reinvest in its historically underserved and neglected communities, like those along Godby Road and Old National Highway, for equitable redevelopment that benefits legacy residents and business owners.

*Policy 2.1.* College Park will develop a shared vision, grounded in meaningful community engagement, for the redevelopment Old National Highway/Godby Road commercial district.

*Policy 2.2.* College Park will work with property owners to refresh and reimage aging retail and office properties to make the area a more attractive, unified destination.

## GOAL 3

College Park will capitalize on its proximity to Hartsfield-Jackson Atlanta International Airport (ATL), connections to the Interstate system and MARTA, and being the Gateway to the Atlanta Region, to expand its economic base while keeping its small-town historic characteristics.

*Policy 3.1.* College Park has a great small town feel and will capitalize on that feel with gateways and public art investments.

# COMMUNITY GOALS AND POLICIES

## GOAL 4

College Park will link its neighborhoods and assets, and connect to the region with high quality and safe transportation infrastructure, including expanding and enhancing the trail system and other bike and pedestrian facilities to create last mile connections to MARTA.

*Policy 4.1.* College Park will incorporate multi-modal transportation options, including improving sidewalks, to improve connections to neighborhoods, business districts, existing parks, Camp Truitt, College Park Historic Golf Course, recreation centers, Gateway Center/Georgia International Convention Center (GICC).

*Policy 4.2.* College Park will invest in wayfinding signage to improve movement and highlight assets throughout the city and elevate the City's visibility.

## GOAL 5

College Park will lift up and support its community through investments in arts and culture, urban agriculture, workforce development, and infrastructure to celebrate its unique assets and people.

*Policy 5.1.* College Park is an epicenter of Atlanta-area music and is an emerging hub for other art forms. The City will support these unique assets through investments in public art, culturally-specific celebrations, and arts education centers.

*Policy 5.2.* The City will support existing community food system assets like Metro Atlanta Urban Farm, and responsibly encourage locally grown food production and other community food system components through its policies and ordinances.

*Policy 5.3.* The City will develop workforce development initiatives with corporate partners to ensure its residents are qualified for local jobs.

## GOAL 6

College Park will protect and enhance its environmental and public health, including the water quality of the Flint River watershed, as well as encourage its residents and visitors to participate in its recreational opportunities and promote environmental stewardship.

*Policy 6.1.* College Park will partner with regional entities to support the Finding the Flint initiative. The city will continue making investments to restore the headwaters of the Flint River and increase greenspace and trail access to this natural resource.

# ISSUES

Based on public input, following are issues facing the City of College Park.

## I.1. Business Diversity & Awareness

Community members indicated that there is a lack of diverse businesses and worry that the City relies too heavily on the airport for local economic success. Industries related to ATL, like transportation and warehousing, make up 62.6% of jobs in College Park. Some community members suggest the problem stems from lack of awareness of local business offerings elsewhere in the City.

## I.2. Slow Development Pace

According to public input, the pace of development in College Park is not on par with its neighbors like East Point and Hapeville. Some survey respondents suggested that the City struggles attracting developers, particularly for desired high-end developments downtown. However, the City witnessed the development of 4 new hotels and $147 million in commercial construction between 2016 and 2019 (College Park Economic Development Department).

*Renaissance Hotel*

*Businesses on Main St*

## I.3. Public Education

Fulton and Clayton County Schools manage public education options in the City of College Park. While public education is not under the City's purview, several residents noted that the City lacks quality public schools, and that lack acts as a barrier to redevelopment. At the elementary level, 11% of College Park Elementary Grade 3 students scored proficient or above on the 3rd Grade-Level Reading Proficiency Test while 55% of the Main Street Charter Academy Grade 3 students scored proficient in 2019. (Learn4Life and Neighborhood Nexus).

## I.4. Crime and the Perception of Crime

According to the FBI Crime Data Explorer, violent crime steadily decreased from around 375 incidents in 2015 to a little over 150 incidents in 2018. In 2019, the City witnessed a minimal increase to 175 crimes. While crime continues to be a problem for residents, the perception of a higher crime rate poses challenges to the City.

The College Park Police Department provides GIS crime mapping. Four Community Oriented Police Systems (COPS) operate five days a week within the downtown area and four zones, and video surveillance cameras have been installed at key intersections.

# ISSUES

## I.5. Public Health

Accessing fresh, healthy food in the City is a challenge. The City is home to one conventional grocery stores within City limits - a Wayfield Foods on Main Street. The College Park MARTA station hosts a Fresh MARTA Market which is a seasonal farm stand where transit riders can conveniently buy fresh produce. However, the stands are only open seasonally between May and December.

Stakeholders indicated that healthcare options, particularly for continuum of care, are limited within the City. Despite these public health issues, the community recognized the City's abundant recreational offerings help keep people active.

## I.6. Community Appearance and Visibility

According to public input, another significant challenge to the City is the appearance of the community. The appearance of vacant land, litter, and older development along Old National Highway, play a role in the image of the City of College Park to visitors and residents. However, College Park is making efforts to improve its appearance. In 2015, the City adopted Downtown Design Standards created by the Atlanta Regional Commission (ARC) which also apply to new construction and exterior renovations in the downtown area as well as the Virginia Avenue Corridor. Many businesses have started adhering to these standards. In 2018, a downtown College Park building welcomed a mural by famous local artist, Yoyo Ferro.

*Yoyo Ferro mural on Main Street*

## I.7. Pedestrian and Bicycle Infrastructure

The public indicated that the City lacks safe, connected spaces to walk and bike. Specifically, the community noted the lack of trails and sidewalk connections necessary for a walkable, bikeable City. While the City has made strides through the Aerotropolis Greenway Plan, implementation will take time. The future Six West development will boast quality trails and greenspace as well.

# ISSUES

## I.8. Wealth Disparity and Equity

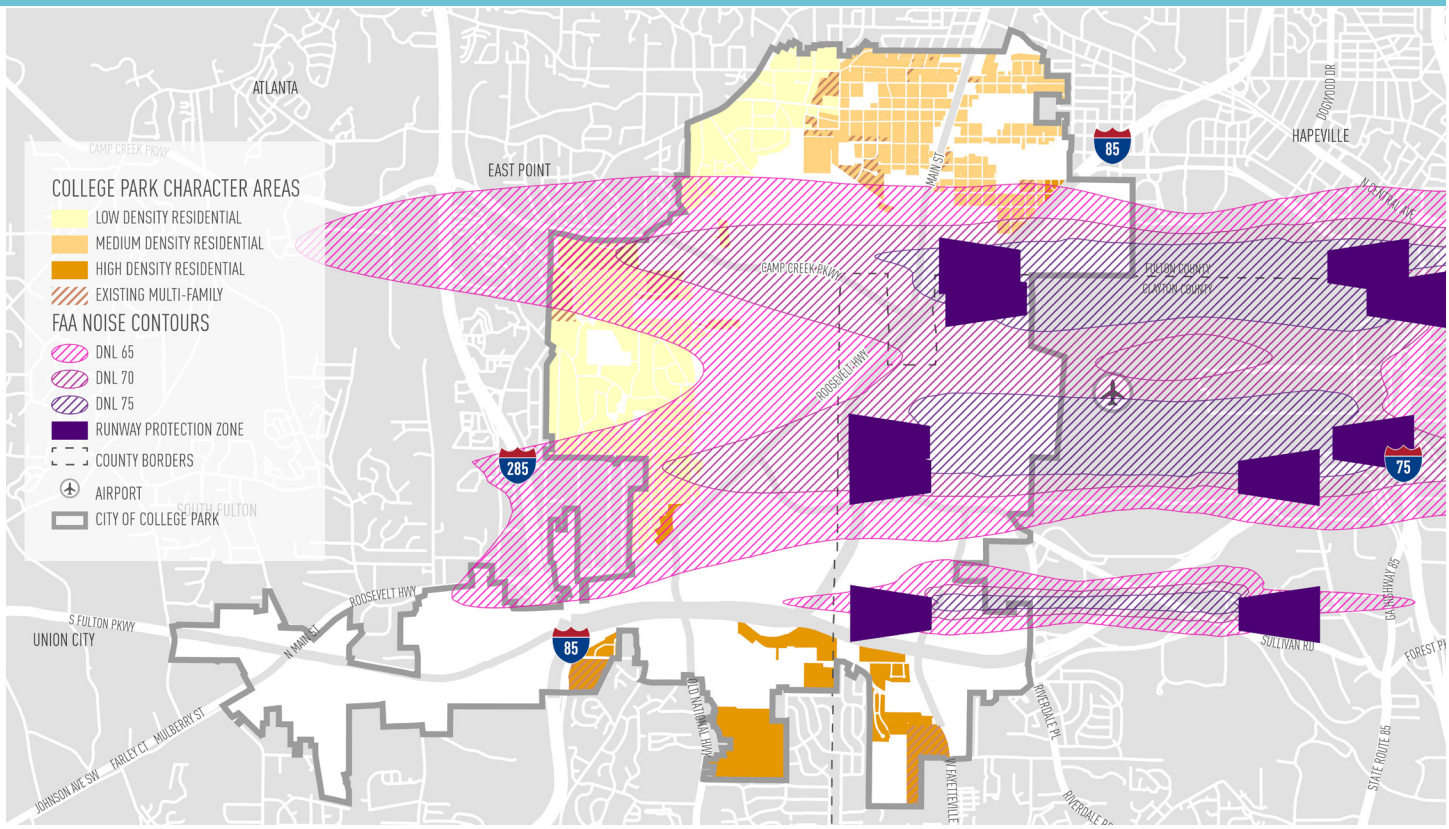
Certain populations continue to experience poverty while other parts of the city thrive. The community indicated that achieving equitable outcomes, particularly by economic means, remains a challenge.

## I.9. Housing Supply

Like the rest of the metro Atlanta, housing affordability in the City is decreasing. In addition to typical market pressures, FAA regulations limit residential development within noise contours, and consequently, there are few areas left in City Limits to build much needed housing. Because of this limited supply and other factors, College Park has a high renter population. 73% of College Park residents rent their homes. While this number has slightly decreased from the last update, increasing home ownership rates remains a challenge.

The City also lacks lifelong housing, or homes designed to accommodate the needs of residents as they age.

## MAP X. FAA NOISE CONTOURS AND RESIDENTIAL CHARACTER AREAS



# ISSUES

## I.10. Workforce Development

Attracting high-wage industries is dependent on having an educated workforce capable of providing the knowledge and experience needed. The City of College Park's workforce is less educated than the Atlanta region as a whole. With the ATL located within the City of College Park, Transportation is the largest employment sector of jobs. Residents of the City of College Park are employed in diverse sectors, but with high numbers within Transportation, Administration, and Accomodation and Food Services.

In addition, Shorter University and OmniTech have locations in Phoenix Business Park. Atlanta Area Technical College, Brenau University (Fairburn), Georgia Military College (Fairburn), and Clayton State University (Morrow) are other educational and training institutions within close proximity to College Park whose resources could be used for workforce training.

## I.11. Impacts of Airport Operations

Hartsfield-Jackson Atlanta International Airport (ATL) operates around 2,500 flights a day to over 150 U.S. destinations and to more than 60 international destinations in 50 countries. While ATL is an asset to the City of College Park, noise and other restrictions place an extra burden on the City of College Park.

Federal Aviation Administration (FAA) restrictions in the area limit land uses as well as building heights. Building standards also require mitigation of noise. All of these requirements increase the cost of building around ATL and ultimately impact urban form.

In addition to noise and height restrictions, ATL has a variety of environmental impacts that negatively influence the area, including stormwater runoff, water quality, and air pollution. The airport has initiated a major sustainability initiative to better mitigate these impacts.

# OPPORTUNITIES

These assets in the City of College Park are opportunities to be accentuated and improved on over time, to ensure the continued long-term success of the city:

## 0.1. Historic, Small Town Feel

It is clear that there is a strong sense of community in College Park, and a sense of pride that residents and business owners have in living and working in the City. Many residents applauded the friendly, small town feel coupled with access to world-class amenities like the airport. Another part of this pride stems from the urban Historic District. Historic College Park is Georgia's fourth largest urban Historic District. There are 606 acres and 867 structures listed on the National Register of Historic Places by the United States Department of the Interior. The historic homes included in the Historic District provide a sense of identity and community pride that makes the City of College Park unique among cities in the southern part of the Atlanta region.

*Historic College Park Home*

*College Park MARTA Station*

## 0.2. Strategic Location

Two interstates, one U.S. highway, and five major state highways, connect the City of College Park to the region. US 29 (Roosevelt Highway/Main Street) is the key north-south route through the city, while State Route 6 (Camp Creek) and State Route 14 Spur (South Fulton Parkway) connect the City of College Park to communities to the west of the City. I-85 and I-285 connect the College Park to the rest of metro Atlanta and the Southeastern United States. Not only do these routes connect the City of College Park to the region, but they are major regional transportation corridors as well. These transportation connections provide residents and businesses within the city easy access to the Atlanta region and the world.

In addition to the Interstate system, the City of College Park is connected to the region via the MARTA rail system. The College Park MARTA Station is the system's second busiest and is conveniently located near Main Street. On the Red and Gold lines, this station connects residents and visitors to the airport, the employment centers at Perimeter Center, Buckhead, Downtown and Midtown. The College Park MARTA Station also links bus riders to eight routes that serve South Fulton and Clayton County.

# OPPORTUNITIES

## 0.3. Downtown and Redevelopment Opportunities

Downtown College Park thrives and has the opportunity to welcome new business. The Economic Development Department is strategically located on Main Street to ensure its success. Furthermore, the Virginia Avenue corridor boasts redevelopment opportunities as well. As a Livable Center Initiative (LCI) Community, the City of College Park has focused on improving and developing the downtown, and to better connect it to the MARTA system.

The City has also made great strides to develop Six West, a planned mixed-use regional center, in central College Park on formerly residential land once siezed by the Airport.

The City of College Park has a Business and Industrial Development Authority (BIDA) to assist companies in locating or expanding within the city and the city also

contains an Opportunity Zone (OZ). These zones are administered by the Georgia Department of Community Affairs, and they allow up to a $3,500 tax credit per job created within these areas. The incentive, which is available for new or existing businesses that create two or more jobs, is a Job Tax Credit which can be taken against the business's Georgia income tax liability and payroll withholding tax. This incentive has worked in other communities within Georgia to attract high paying jobs.

*Main Street*

# OPPORTUNITIES

## 0.4. Unique Regional Assets

The Georgia International Convention Center (GICC) is Georgia's second largest convention center, and is located along the ATL SkyTrain which connects the GICC to the airport. The Convention Center District includes three hotels – Marriott Gateway, Springhill Suites, and a Renaissance Hotel – as well as office space. Hartsfield-Jackson Atlanta International Airport operates around 2,500 flights a day to over 150 U.S. destinations and to more than 60 international destinations in 50 countries. Being the airport's home provides College Park businesses and residents opportunities to connect to places around the globe unlike any other community in the region.

College Park is home to Woodward Academy, the largest non-parochial private school in the Continental United States and attracts students from around the region. Through the years, the school has attracted a number of new residents and development to College Park. Woodward Academy is embarking on a master plan to plan its future within the City.

*Woodward Academy*

College Park recently welcomed the Gateway Center Arena in 2019. The 100,000 square foot facility boasts 5,000 seats and serves as the home venue for the College Park Skyhawks, a NBA G League team, and the Atlanta Dream of the WNBA.

*GICC*

# OPPORTUNITIES

*Phillips Park, Image Courtesy of the City of College Park*

## 0.6. Planning Partners

College Park partners with regional organizations that support its success. One such organization is the Atlanta Aerotropolis Alliance that works to unite the communities and businesses around the ATL in a common vision for development. College Park is a key player in the Aerotropolis efforts and, through a Downtown LCI supplemental study, studied ways to connect key areas of the city. The Aerotropolis Blueprint identified land use policy opportunities for a mixed use development of "Airport City," now known as Six West. The City and the Alliance held a groundbreaking for the development in November of 2020.

In addition to Atlanta Aerotropolis Alliance, College Park is included in both the Airport West Community Improvement District (CID) and Airport South CID. These two organizations are managed by the Atlanta Aerotropolis CID. These CIDs are currently collecting revenues from member businesses to improve public safety, transportation, and beautification.

## 0.5. Greenspace

College Park is home to lush tree canopy, unique greenspaces, and trails like Barrett Park, the College Park Municipal Golf Course, and the Brady Trail. The headwaters of the Flint River begin in College Park. The City is currently working on converting a property, previously owned by MARTA, into a nature preserve with trails to help restore and connect College Park residents to this natural resource.

In addition to greenspaces themselves, College Park residents enjoy access to three recreation centers and programs. The College Park Recreation Department offers many programs for the benefit of the community ranging from youth and adult basketball to line dancing. The department also oversees special events, such as the Christmas Parade, Easter Egg Hunt and Light Up College Park.

*Splash Pad Groundbreaking, Image Courtesy of the City of College Park*

# OPPORTUNITIES

## 0.7. Arts & Culture

College Park has its own unique arts and culture scene that is inherently tied to the City's current and future success. The City is an epicenter of Atlanta-area music and its name appears several times in OutKast lyrics. Many cultural icons from the sports world, like Cam Newton from the NFL, hail from the City. More recently, College Park has emerged as a hub for other art forms. For example, PushPush film and theater company relocated from Decatur to downtown College Park in 2019.

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CHAPTER 3

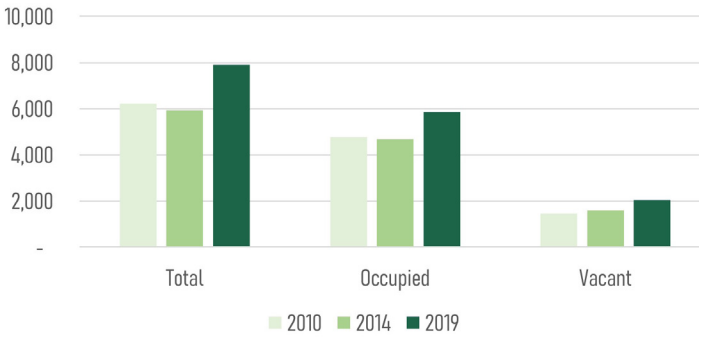
# HOUSING

Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

# HOUSING OCCUPANCY

Between 2014 and 2019, College Park added nearly 2,000 housing units. Specifically, total housing units have increased from 5,926 to 7,901 total housing units, a 33% increase. This number exceeds the 12% increase in households that College Park witnessed for the same period. However, this simple comparison does not factor in market demand analysis or the conditions of available units. Public input revealed that housing availability and affordability are issues in College Park and warrants further analysis.

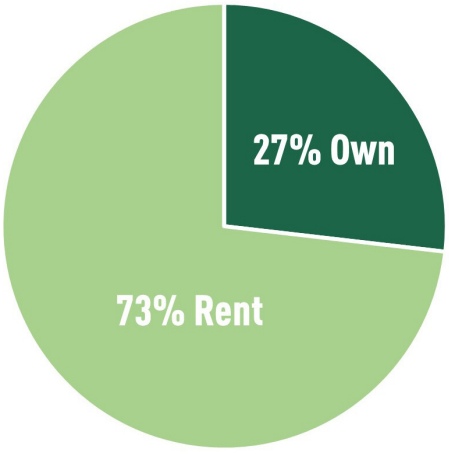
## Figure 1. College Park Housing Units by Occupancy




*American Community Survey 5-Year Estimates 2010, 2014, & 2019*

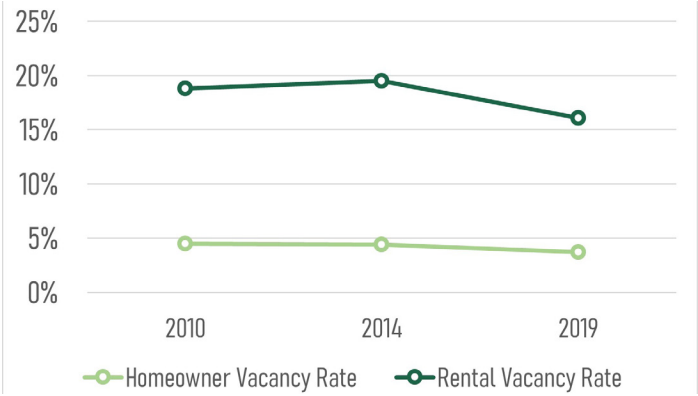
Between 2014 and 2019, the percentage of vacant units have slightly increased from 26% to 27% while home ownership increased from 25% to 27%. However, most College Park residents rent their homes in College Park. Specifically, 73% of residents rent while 27% own their homes.

## Figure 2. College Park Housing Occupancy, ACS 2019




While the number of vacant units has slightly increased, vacancy rates overall have decreased since 2014 (Figure 2). The most significant decrease in vacancy rates occurred in rental units during the same time period. Per Figure 3, renter vacancy rates decreased from 19.5% to 16.1%. However, rental housing continues to have higher vacancy rates than owner-occupied housing. The homeowner vacancy rate experienced a moderate decrease from 4.4% to 3.7% between 2014 and 2019.

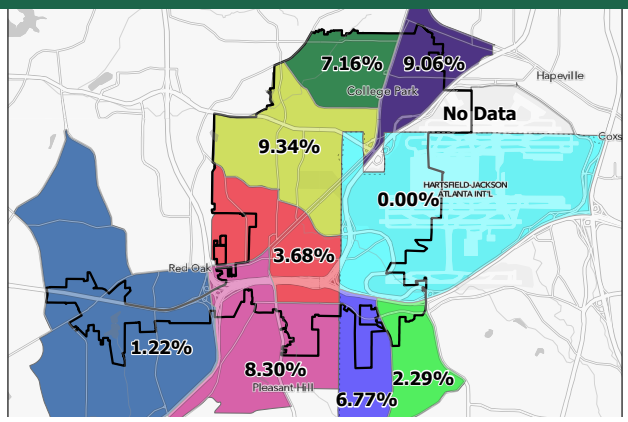
## Figure 3. College Park Vacancy Rates




*American Community Survey 5-Year Estimates 2010, 2014, & 2019*

Much of the vacancy data presented above represents a snapshot in time. The United States Postal Service (USPS) tracks long-term vacancy, or vacancy for over 90 days. According to this data set, College Park's vacancy rates are much lower than those presented in Figure 3. As of December 2020, the highest long-term vacancy rate in the city is 9.34%, per Map X.

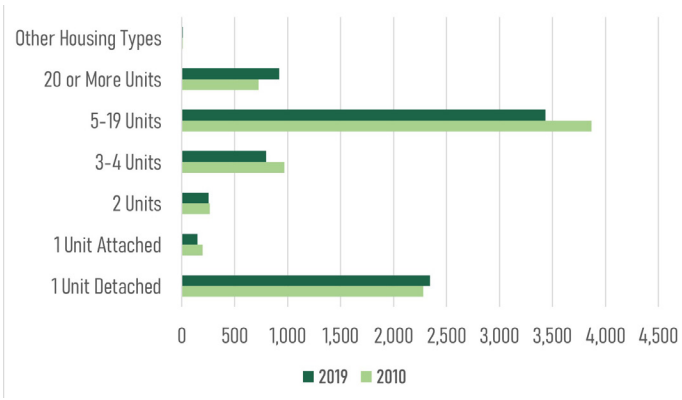
## MAP 1. COLLEGE PARK LONG-TERM VACANCY



# HOUSING TYPES

Per Figure 4, the dominant housing type in College Park is mid-rise apartments with 5 to 19 units, followed by single family, detached homes. This trend has remained consistent for the last decade. Since 2010, mid-rise apartments have decreased by 434 units while larger developments with 20 or more units have increased by 195 units.

Figure 4. College Park Change in Housing Types



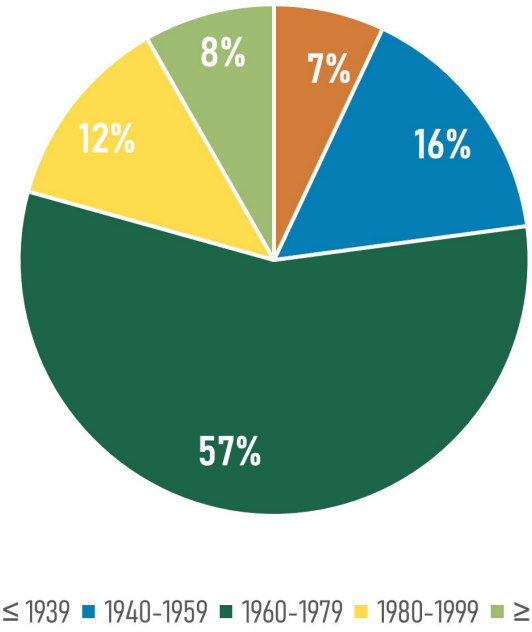

*American Community Survey 5-Year Estimates 2010 & 2019*

# HOUSING AGE & CONDITION

College Park has a significant share of historic homes, particularly from the late midcentury. Almost three quarters of its housing stock was built between 1940 and 1979, corresponding to the post-war suburban housing boom. A predominance of historic homes exist in the National Register Historic District located in the northern section of the City. New construction, or housing built after 2000, still represents a minimal share. Development restrictions due to the airport remain challenges to housing supply growth.

*The Links*

Figure 5. College Park Housing Age, ACS 2019




However, the City has made great strides to encourage transit-oriented housing development around its MARTA rail station. Built in 2016, The Pad on Harvard, boasts 109 units and is a two minute walk to the College Park Marta Station. Another example is the Temple Square development that recently introduced 17 new townhomes near historic College Park and MARTA.

In addition to this transit-oriented housing, The Links added 52 single family homes near the golf course in 2017.

# HOUSING VALUE & COST

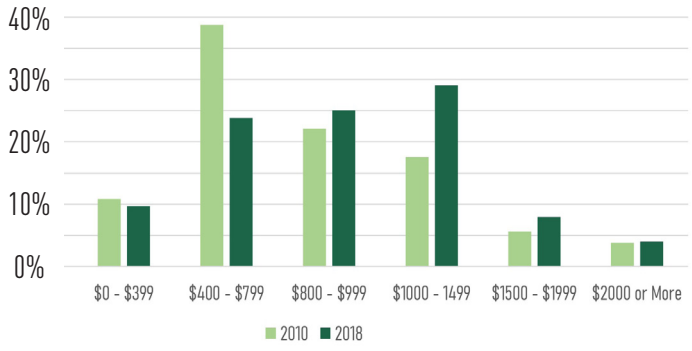
Overall, College Park's home values have increased. The median home value increased from $169,400 in 2014 to $183,700 in 2019. Per Figures 7 through 9, housing costs and cost burdens have also increased, corresponding with these property value increases. Monthly housing costs have increased since 2010, with the largest increase in the $1,000 to $1,499 range. Housing cost burdened households, or those which pay more than 30% of their income on housing costs, have generally increased across income levels since 2010, particularly for renters.

Figure 6. College Park Home Values

| | 2010 | 2019 |
|---|---|---|
| **Lower Quartile** | $136,600 | $115,600 |
| **Median** | $175,800 | $183,700 |
| **Upper Quartile** | $240,500 | $288,700 |

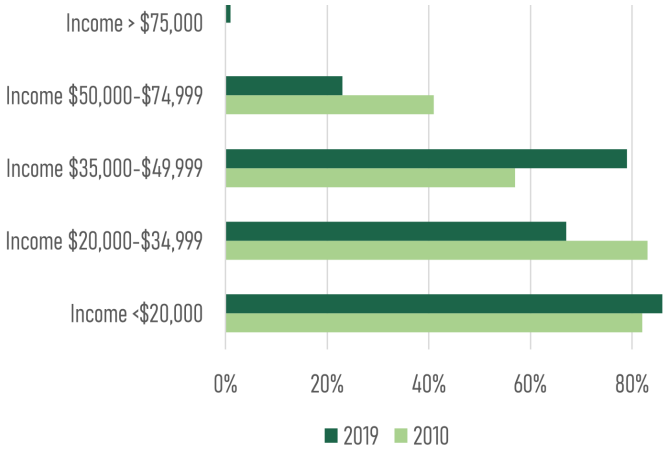
*American Community Survey 5-Year Estimates 2010 & 2019*

Figure 7. Monthly Housing Costs by Share of Residents



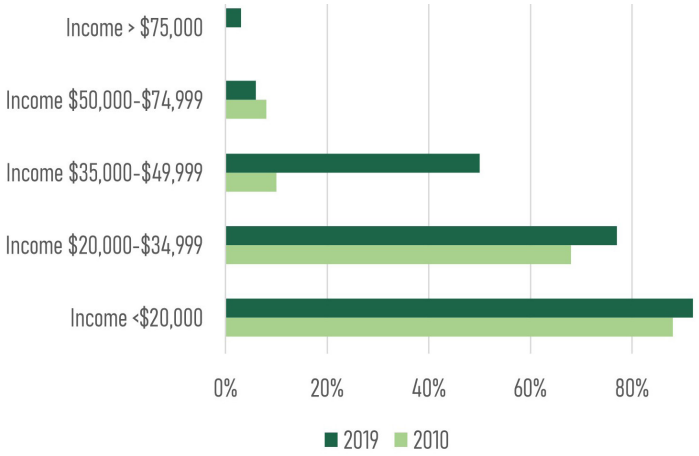

*American Community Survey 5-Year Estimates 2010 & 2018*

Figure 8. Housing Cost Burdened Home Owners by Income




*American Community Survey 5-Year Estimates 2010 & 2019*

Figure 9. Housing Cost Burdened Renters by Income




*American Community Survey 5-Year Estimates 2010 & 2019*

# EMPLOYMENT HOUSING BALANCE

Figure 10 illustrates the balance between housing and employment with College Park residents. For this purpose, employment represents the number of College Park residents that work, either within College Park or outside of the City. Number of housing units represents 'housing.' If employment-housing balance is too high, adequate housing may be unaffordable or unavailable to workers in that area, leading to issues such as housing unaffordability and traffic congestion from in-commuting workers. If employment-housing balance is too low, this may indicate inadequate job availability for area residents.

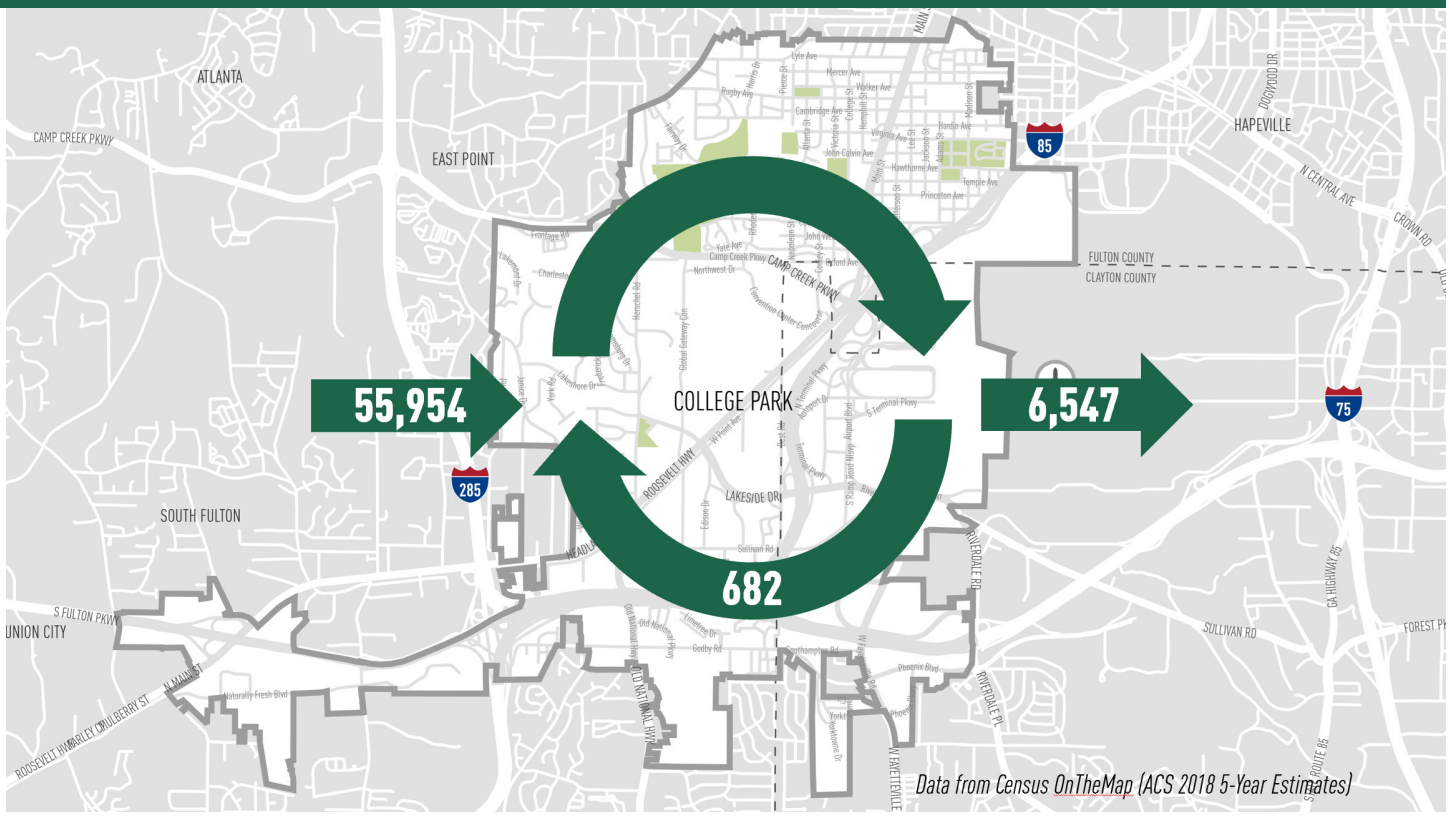
Per Map 2, a little less than 700 people both live and work within College Park. Most residents commute outside the City for work, and almost 56,000 workers commute into College Park.

Figure 10. Employment-Housing Balance

| | 2010 | 2014 | 2019 |
|---|---|---|---|
| Population | 11,505 | 11,796 | 14,501 |
| Average Household Size | 2.37 | 2.51 | 2.47 |
| Number of Households | 4,853 | 4,693 | 5,861 |
| Housing Units | 6,225 | 5,926 | 7,901 |
| Employment | 6,047 | 6,325 | 6,672 |
| Employment/Population Ratio | 0.53 | 0.54 | 0.46 |
| Employment/Housing Unit Ratio | 0.97 | 1.07 | 0.84 |

*American Community Survey 5-Year Estimates 2010 & 2019*

## MAP 2. INFLOW AND OUTFLOW OF COMMUTERS



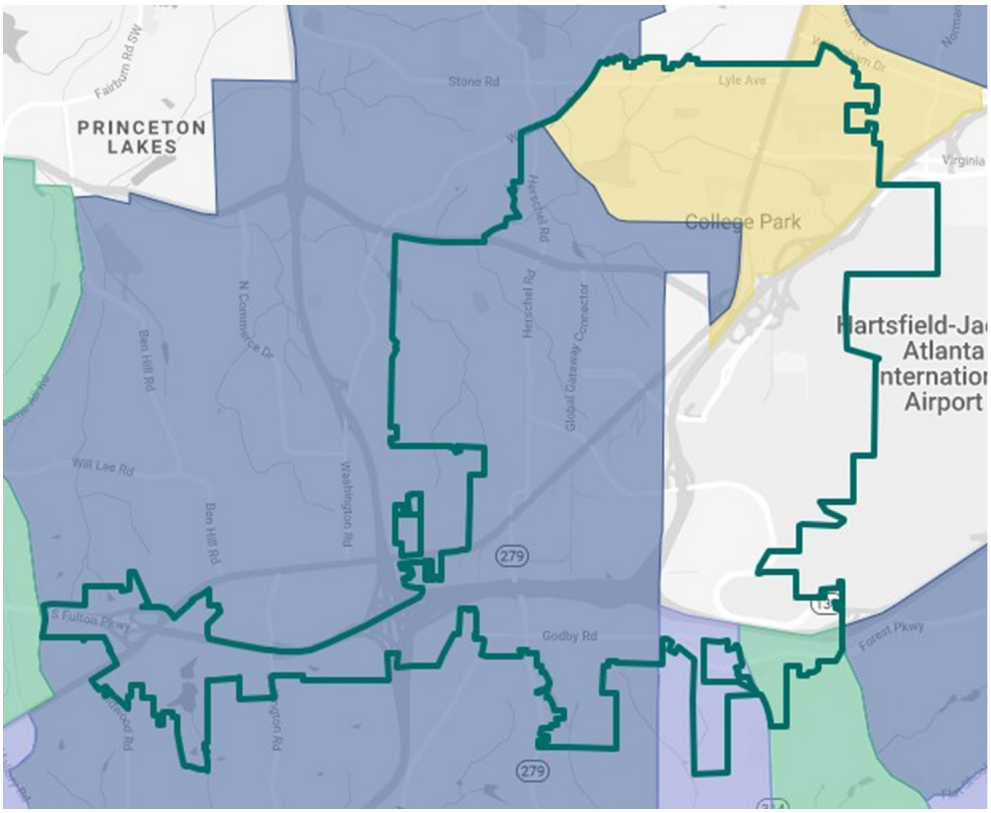
# METRO ATLANTA HOUSING STRATEGY

The ARC developed the Metro Atlanta Housing Strategy(MAHS) in 2019 to identify regional housing issues and provide a roadmap for communities to address their housing needs. College Park contains four different housing submarkets with information about their unique challenges and strategies. The MAHS categorizes most of College Park as Submarket 4, or lower-priced neighborhoods vulnerable to increased housing costs. Zillow data parallels this conclusion, revealing that City has experienced a 121% change in median home sale price between 2013 and 2018. Submarket 1, or higher-priced core neighborhoods, covers the northern historic district of the City. Finally, Submarkets 7 and 8 cover small areas in the southern section of the City, south of the Airport. Both submarkets are lower-priced suburban markets with a mix of owners and renters.

Top Strategies for Submarket 4:
- Preserve affordable supply
- Promote housing stability
- Develop leadership and collaboration on affordability

More information can be found at metroatlhousing.org.

## MAP 3. METRO ATLANTA HOUSING STRATEGY SUB-AREA MAP




Explore this map here: https://metroatlhousing.org/cities/college-park/

CHAPTER 4

# ECONOMIC DEVELOPMENT

Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

# ECONOMIC BASE

While it is true that College Park has always had a rather diverse economic base, the future of the area is dominated by Hartsfield-Jackson Atlanta International Airport (ATL). Not only does this offer the opportunity to capitalize upon the service and logistics industries associated with ATL, but non-related companies are choosing to be located close to the airport for their own logistical reasons. The opportunity exists to realize some of the goals outlined in the Aerotropolis Atlanta Blueprint, further helping to diversify College Park's economy.

College Park has nearly built out its Gateway Center, featuring the state-of-the-art 5,000-seat Gateway Center Arena – home court of the WNBA's Atlanta Dream – and Porsche Cars North America has completed its North American headquarters near Hapeville. Both are likely to garner the area more attention, particularly because more than 50 percent of Fortune 500 corporate headquarters are located within ten miles of US hub airports like ATL. Atlanta is home to 17 Fortune 500 companies, including Coca-Cola Enterprises, Delta, Home Depot, United Parcel Service (UPS), Southern Company, Georgia Pacific, and SunTrust Bank. Delta, Porsche Cars North America, and Chick-fil-A all have their headquarters on or near the boundary of ATL.

## Figure 11. College Park Major Employers

**CITY OF COLLEGE PARK, GEORGIA**
**Principal Employers**
**Current Year and Nine Years Ago**

| | 2020 | | | | 2011 | | |
|---|---|---|---|---|---|---|---|
| Employer | Employees | Rank | Percentage Employment | Employer | Employees | Rank | Percentage Employment |
| Chick-fil-A, Inc. (5200 Buffington Rd.) | 1693 | 1 | 24% | Woodward Academy | 860 | 1 | 20% |
| Federal Aviation Administration (1701 Columbia Ave.) | 1300 | 2 | 18% | Chick-Fil-A Inc | 853 | 2 | 19% |
| Sysco Corporation | 825 | 3 | 12% | Atlantic Southeast Airlines Inc. | 786 | 3 | 18% |
| Coca-Cola Bottling Company | 623 | 4 | 9% | Sysco Corporation | 574 | 4 | 13% |
| Southwest Airlines CO | 526 | 5 | 7% | AirTran Airlines | 318 | 5 | 7% |
| ABM Lanier-Hunt Airport Parking | 570 | 6 | 8% | Atlanta Coca-Cola Enterprise | 300 | 6 | 7% |
| Amazon.com Services, Inc | 463 | 7 | 7% | Interstate Atlanta Airport LLC dba/Westin Atlanta Airport | 255 | 7 | 6% |
| Logisticare Solutions LLC | 380 | 8 | 5% | Marriott Hotel | 214 | 8 | 5% |
| VXI Global Solutions | 375 | 9 | 5% | Western Host dba/Sheraton Gateway Atlanta Airport | 140 | 9 | 3% |
| Southern Cresecent BHS | 312 | 10 | 4% | J. Wieland Homes & Neighborhoods Inc. | 93 | 10 | 2% |
| Total | 7,067 | | 100% | | 4,393 | | 100% |

Sources: College Park Business License Department
Sources: Ambac - Series 2005 Bonds

# LABOR FORCE

Of the nearly 57,000 (56,680) jobs in College Park, only 682 people live and work in the area. In addition, 6,547 people live in the area, yet commute out of the area for their jobs.

College Park has an employed labor force of 6,672 people above the age of 16. In essence, ATL employs more than ten times (63,000 people) the amount of College Park's labor force. The jobs that do employ the City's workforce are heavily weighted in the service and transportation sectors.

Figure 12. Labor Force Characteristics

| Characteristic | 2010 | 2014 | 2019 |
|---|---|---|---|
| Labor Force Participation | 68.2% | 67.0% | 69.4% |
| Unemployment Rate | 16.1% | 16.0% | 6.9% |

*American Community Survey 5-Year Estimates 2010, 2014, 2019*

Figure 13. College Park Industries

| NAICS Industry | Number of Jobs | Percent of Total Jobs |
|---|---|---|
| 1. Transportation and Warehousing | 35,448 | 62.60% |
| 2. Administration & Support, Waste Management and Remediation | 4,553 | 8.00% |
| 3. Accommodation and Food Services | 3,977 | 7.00% |
| 4. Management of Companies and Enterprises | 3,255 | 5.70% |
| 5. Health Care and Social Assistance | 1,592 | 2.80% |
| 6. Wholesale Trade | 1,534 | 2.70% |
| 7. Real Estate and Rental and Leasing | 1,481 | 2.60% |
| 8. Other Services (excluding Public Administration) | 1,177 | 2.10% |
| 9. Educational Services | 885 | 1.60% |
| 10 Retail Trade | 704 | 1.20% |

*American Community Survey 5-Year Estimates 2014 and 2019 (Figures 13 and 14)*

In today's diverse marketplace, it is not always necessary to have a college degree. However, College Park's population has become more educated in the past five years. Compared to 21.7% in 2014, only 10% of the population 25 and older did not receive a high school diploma in 2019. Consequently, the share of adults with higher educational attainment at high school diploma level or above increased per Figure Y. While College Park has educational attainment levels have increased, there are numerous job sectors that provide above average income for technical and skilled labor jobs not requiring a college degree. With this in mind, workforce development is key.

Figure 14. Educational Attainment

| | 2014 | 2019 |
|---|---|---|
| Less than high school | 21.7% | 10.0% |
| High school graduate | 30.7% | 32.0% |
| Some college | 28.3% | 33.0% |
| Bachelor's degree | 11.8% | 16.2% |
| Graduate degree | 7.4% | 8.7% |

# ECONOMIC ASSETS

## Hartsfield-Jackson Atlanta International Airport (ATL)

Atlanta's airport is one of the busiest in the world in terms of operations, and is directly responsible for more than 63,000 jobs. ATL's total economic impact to metro Atlanta is $51.6 billion and $15.2 billion to Georgia annually. The number of jobs directly attributed to the airport is over 63,000—constituting all the jobs on airport property. However, the indirect and induced jobs attributed to ATL amount to just over 325,000. ATL is also "the world's busiest airport" in terms of passengers, with more than 275,000 passengers using the airport each day as of 2018 figures. Furthermore, global air travel is projected to triple by 2030. The 2015 Airport Master Plan provides a guide for facility development that will accommodate the future commercial aviation needs of the region throughout the next 20 years and should be consulted for any City-initiated planning and development processes that may affect ATL.

## MARTA

The Metropolitan Atlanta Rapid Transit Authority, or MARTA, is the principal rapid-transit system in the Atlanta metropolitan area. It is the eighth-largest rapid transit system in the United States by ridership. Formed in 1971 as strictly a bus system, MARTA operates a network of bus routes linked to a rapid transit system. College Park Station is the second busiest MARTA rail station. Additional bus routes throughout the city and improvements to bus stops (e.g., covered areas, landscaping, etc.), as well as connections to Six West, are desired.

*College Park MARTA Station, Image Courtesy of MARTA*

# ECONOMIC ASSETS

## ATL SKY Train

Opened in 2009, the ATL Sky Train is an automated people mover connecting Hartsfield-Jackson Atlanta International Airport with the Consolidated Rental Car Center. Unlike The Plane Train, which is located underground, inside the secure zone of the airport, the ATL Sky Train is located outside the airport's secure zone and is elevated, crossing Interstate 85.

In addition to the Rental Car Center, the ATL Sky Train connects the airport to the Gateway Center Arena of the Georgia International Convention Center, where a station was built. The ride takes five minutes to travel from the terminal to the Hartsfield-Jackson Rental Car Center and vice versa, with a two-and-a-half-minute wait at each station. The station at the airport is located adjacent to MARTA's Airport station at the west end of the main terminal complex.

## CSX Rail

An important component of transportation in the region, and the eastern United States, CSX has one of its southern regional offices in Atlanta, and operates two multimodal facilities in the Metro Region: the Hulsey Yard in Atlanta, and the Fairburn Terminal. Access to rail is a valued feature for industrial and manufacturing operations. Fortunately, College Park is situated to take advantage of the CSX rail service.

## Georgia International Convention Center (GICC)

The current Georgia International Convention Center (GICC) opened in 2003 and is owned and operated by the City. At 400,000 square feet, it is the second largest convention center in the state - second only to the Georgia World Congress Center. The GICC is accessible from the Airport MARTA station (via a connection to the ATL Skytrain), Interstate 285, and Interstate 85.

Behind the Convention Center, the ATL Skytrain connects airport patrons with the new rental car complex, hotel accommodations, and restaurants at the Gateway Center of the Georgia International Convention Center.

## Gateway Center Arena

Gateway Center Arena is a state-of-the-art 5,000-seat venue owned and operated by the City of College Park. The Arena hosts events ranging from professional sports games to conventions and is the official home of the Atlanta Dream and the Atlanta Hawks G-League team, the College Park Skyhawks.

*GICC*

# ECONOMIC ASSETS

## National Register Historic District

College Park dates back to 1846 when the City of Manchester was established through a land grant. The City was renamed College Park in 1896 to reflect the establishment of several educational institutions within the City. In addition to the renaming of the City, many streets were renamed for colleges, such as Yale Avenue, Oxford Avenue, Cambridge Avenue, Virginia Avenue, and Harvard Avenue, among others.

The City of College Park National Register District was listed on the National Register of Historic Places in 1995. Home to 853 contributing buildings, sites, objects and structures and spanning approximately 606 acres, College Park's Historic District is the fourth largest historic district within the state of Georgia. These historic properties consist of homes, monuments, businesses, schools, churches, parks, cemeteries, government buildings, and railway stations. The City has a distinctive Main Street corridor in downtown, flanked with specialty shops, restaurants, and local government offices. The walkable downtown area is served by transit and bus service through MARTA, allowing commuters to connect to the surrounding metro Atlanta region.

## Woodward Academy

In 2014, Woodward Academy hired an outside consultant to analyze the positive economic impact on the College Park community. The study found the following:

- Woodward generated $40.51 million in economic output.
- Commuting employees and visitors contributed $2.57 million to the local economy.
- Within 1,500 feet of campus, the incremental appraised property value was $42.5 million; property values tripled as property proximity to the school reaches 300 feet.
- Woodward paid $2.39 million to local businesses, and $314,000 to local building contractors.
- Jesse Draper Boys & Girls Club has benefitted from $552,301 raised by the school between 1992 - 2014.

## Six West

*Woodward Academy*

# ECONOMIC ASSETS

Between the 1970s and early 2000s, the City of Atlanta acquired and demolished hundreds of housing units for Airport Noise Reduction (ANR) purposes as part of ATL expansion. As a result, the property has mostly laid vacant. The City of College Park and its Business and Industrial Development Authority (BIDA) have worked to purchase back the 320 acres from the City of Atlanta and now have an incredible opportunity to reinvigorate the community, entice global visitors, and boost the local economy.

The Six West development involves over 311 acres of City-owned property just west of the historic downtown district and the College Park MARTA station. Named to capture the legacy of former neighborhoods anchored by six college-named streets, the public-private venture will expand the College Park community experience with a vibrant, mixed-use regional center with unique recreation and entertainment venues.

## Greyfields

Historically, the term "greyfield" has been applied to formerly viable retail and commercial shopping sites (such as regional malls and strip centers) that have suffered from lack of reinvestment and have been "outclassed" by larger, better-designed, better-anchored malls or shopping sites. These particular greyfield sites are also referred to as "dead malls" or "ghostboxes" if the anchor or other major tenants have vacated the premises leaving behind empty shells.

Unlike brownfields, which feature actual or perceived levels of environmental contamination, greyfields typically do not require remediation in order to unlock value to an investor. The hidden value, in many cases, comes from underlying infrastructure (such as plumbing and sewerage, electrical systems, foundations, etc.), the presence of which allows a developer to improve the site efficiently through capital expenditures (sometimes quite minor) that may easily lead to increased rents and greater value.

# ECONOMIC DEVELOPMENT PROGRAMS

## Local Incentives

### Bond Financing

Industrial Revenue Bonds are available through the City of College Park Business and Industrial Development Authority (BIDA) for real and personal property. Eligible projects must meet a $10 million threshold.

### Tax Allocation Districts (TADs)

The City's core has a designated TAD, offering infrastructure financing and special development incentives for qualifying projects. The district was created to incentivize development in a targeted area of downtown College Park.

### Opportunity Zone

The City has a dedicated Opportunity Zone located adjacent to Hartsfield-Jackson Atlanta International Airport, in the heart of downtown College Park. College Park's Opportunity Zone, as designated by the Georgia Department of Community Affairs, offers a tax credit of $3,500 per job for up to 5 years, applied against state withholding tax for qualifying jobs.

### Enterprise Zones

The City has three designated Enterprise Zones. One zone is located in the downtown area and extends to areas west of the GICC and the Gateway Center. Another zone is in the area of Old National Highway and the Godby Road corridor. The last Enterprise Zone is located south of Sullivan Road, East of Edison Drive and west of West Point Avenue. City Council works with businesses to set minimum employment requirements and the duration of the Enterprise Zone agreement. This incentive can give abatement on real and personal business property taxes.

## Organizations

### College Park Business & Industrial Development Authority (BIDA)

BIDA's function is to attain development; purchase and sell property; and promote trade, commerce, industry and employment opportunities by facilitating certain development projects through special financing and tax incentives.

### College Park Main Street Association (CPMSA)

A program of the National Trust for Historic Preservation, Main Street's goal is to help revitalize historic downtowns through the preservation and adaptive re-use of historic and culturally significant resources. The core of any Main Street program follows the nationally recognized Main Street Approach:

- *Economic Vitality* – The goal is to build a commercial district that responds to contemporary needs, while maintaining the community's historic character. It involves a commitment to making the most of a community's unique sense of place and existing historic assets, harnessing local economic opportunity and creating a supportive business environment
- *Design* – Successful Main Street programs take advantage of the visual opportunities inherent in a commercial district by directing attention to all of its physical elements
- *Promotion* – It can take many forms, but the goal is to create a positive image that will renew community pride and tell the Main Street story to the surrounding region.
- *Organization* – Establishes consensus and cooperation by building partnerships among the various groups that have a stake in the commercial district. The focus is on ensuring that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively implement strategies.

# ECONOMIC DEVELOPMENT PROGRAMS

## Chambers of Commerce

The City is fortunate to have three area Chambers of Commerce that service College Park: South Fulton Chamber of Commerce, Clayton Chamber of Commerce, and Airport Area Chamber of Commerce. In addition, the Metro Atlanta Chamber of Commerce also serves the region. The goal of any Chamber is to enhance the business climate of its respective area, and to enhance economic and community development through leadership, service and advocacy. It is important for the City to utilize the resources that all of these organizations provide. The Airport Area Chamber can assist in realizing the growth in emerging markets associated with the Atlanta Aerotropolis Alliance's vision, while the South Fulton Chamber offers a long history of promoting the southern portion of the county.

# PROJECTED ECONOMIC GROWTH

The Aerotropolis Atlanta Blueprint indicates health and social assistance, construction, and professional and scientific services as potential growth sectors for all jurisdictions within its boundaries. All three of these industries are experiencing fast growth, but low representation within the Blueprint area.

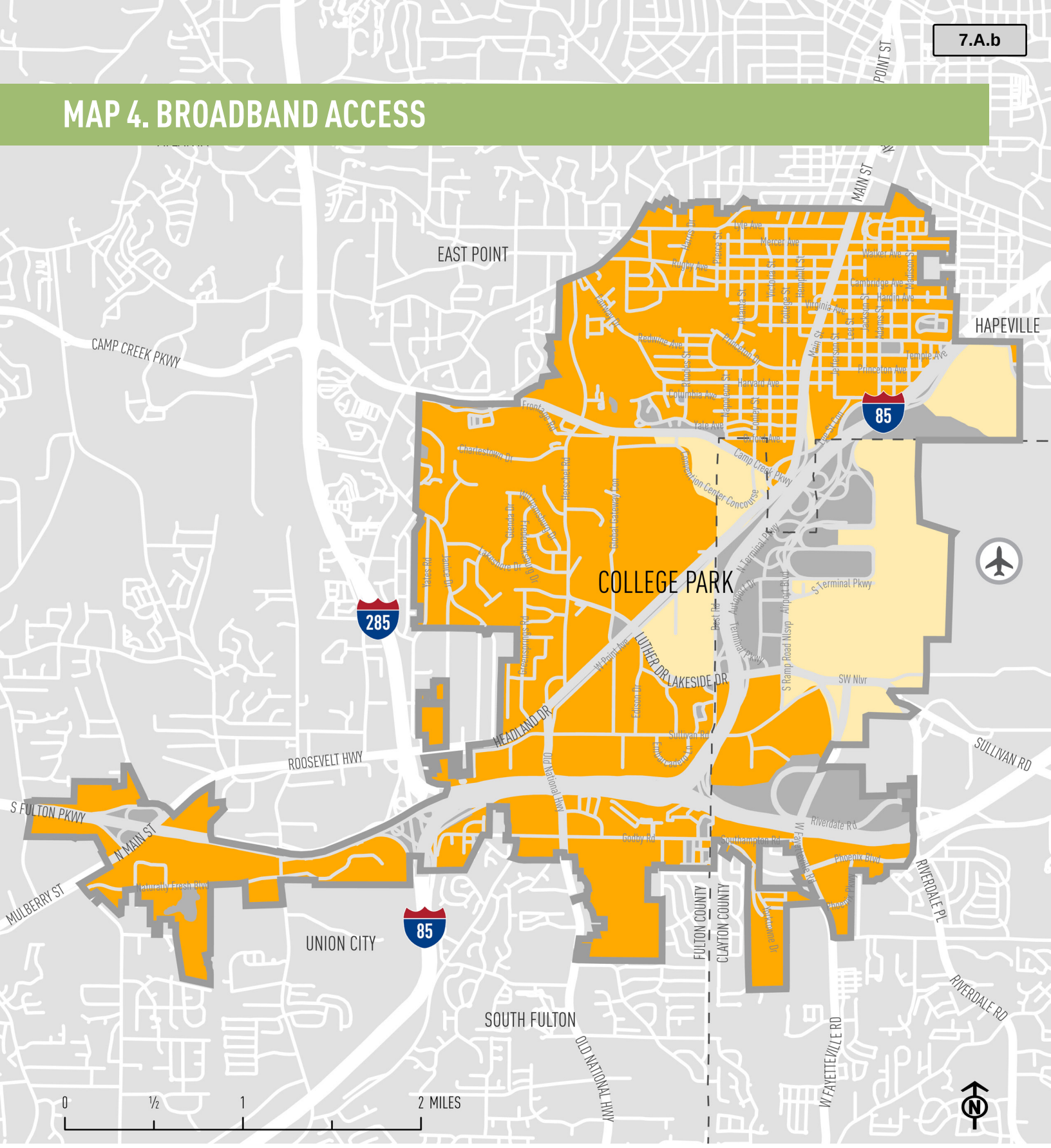
# BROADBAND

In order to attract and maintain industries and jobs that are in sectors other than service and retail, it is important to develop and maintain a higher level of electronic communication and data services than already exists. According to the most recent available data from the Federal Communications Commission (FCC) and the Georgia Broadband Center, only 3% of locations in Fulton County and <1% of locations in Clayton County were unserved by broadband as of 2020. The vast majority of College Park is served by broadband – unserved pockets are representative of extensive surface parking, undeveloped lots, and older developments, such as the Hartsfield-Jackson International Airport, Georgia International Convention Center, and Sysco Atlanta. Google Fiber has been installed in portions of College Park and is even available at two of the city's apartment complexes – Lakeside Apartment Townhomes and The Pad on Harvard. However, it is important to strive to provide a higher level of service than what has been historically available.

Over air (television and some wireless) communication is sometimes interrupted by air traffic, causing gaps in service. This inconsistency does not lend itself to attracting millennial and young professionals, and is also an inconvenience to residents of all generations. While increasing the quality of electronic communication and data services does not guarantee an increase in technology companies and young professionals, it would be beneficial. To attract people and businesses to downtown, many communities offer municipally provided wi-fi service – pro-active efforts such as this show a gesture of good faith and a welcoming environment. The City should also promote efforts to work with the Federal Aviation Administration to alleviate interruption in wireless communication service.

Finally, City officials should take the necessary steps to achieve state certification as a Broadband Ready Community or designation of facilities and developments as Georgia Broadband Ready Community Sites. Broadband Ready Community Designation demonstrates that a local unit of government has taken steps to reduce obstacles to broadband infrastructure investment by amending their comprehensive plan to include the promotion of the deployment of broadband services and adopting a broadband model ordinance. Any facility or development in Georgia that offers broadband services at a rate of not less than 1 gigabit per second in the download stream to end users is eligible for the Broadband Ready Site Designation.

# MAP 4. BROADBAND ACCESS



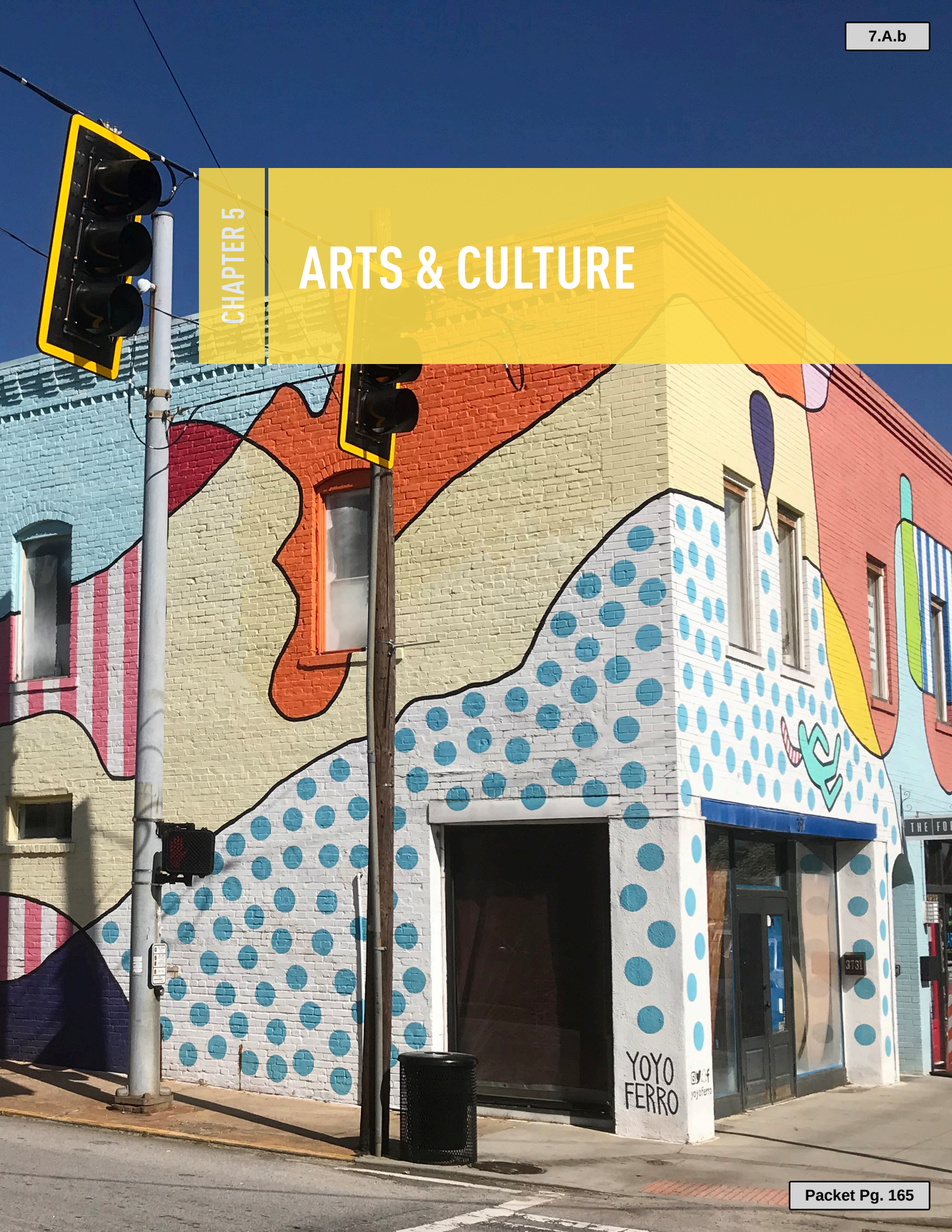

BROADBAND STATUS

- SERVED
- UNSERVED
- NO LOCATIONS

- COLLEGE PARK CITY LIMITS
- COUNTY BORDERS
- AIRPORT

CHAPTER 5

# ARTS & CULTURE



# ARTS & CULTURE

College Park's downtown boasts murals and artist spaces. A Yoyo Fero mural covers one prominent building at the corner of Main Street and Harvard Avenue. Next door, Paper Plan Yoga Studio also serves as an art gallery. Further east on Harvard Avenue, PushPush occupies a portion of the College Park First United Methodist Church. PushPush is an arts nonprofit that supports artists and hosts workshops in visual and performing arts. Founders Shelby Hofer and Time Haberger relocated the operation to College Park from Decatur after rising costs prompted them to move. Further north on Main Street, artist Millie Gosch operates The City Muse, a gallery and studio space. Artist spaces are not limited to downtown. Leroy Campbell runs his own studio on Roosevelt Highway.

Clearly, College Park is an arts hub, and the City government has recognized its home-grown talent. However, at a recent arts roundtable, local artists called for more local government attention and support. Specifically, the City lacks a clear vision for embracing arts city-wide. They identified the following initiatives to better address arts and culture in College Park.

## POTENTIAL ARTS INITIATIVES

- The City of College Park should create a listing of artists, creatives, and cultural organizations in College Park. This list should include both current residents and artists who found success beyond College Park but maintain a connection with the city.

- The City should build the existing arts council to include artists and leaders from throughout the city and charge them with updating the mission and purpose of the council. The council should place an emphasis on including creatives that have not been included or recognized previously and residents from areas beyond the historic district. The reformed council could:

    1. Inform arts community about opportunities in the city.
    2. Inform the city about the full scope of needs for artists and creatives rooted in College Park as well as the benefits of having working artists living in the community.
    3. Begin to develop shared vision for a future College Park arts plan that focuses on support for artists, creatives, and arts organizations.

- Communicate clearly about what is and is not allowed in producing art in the city and provide

CHAPTER 6

# TRANSPORATION

Unless otherwise specified, the data presented in this section comes from the American Community Survey (ACS) 2019 5-year estimates. The ACS helps local officials, community leaders, and businesses understand the changes taking place in their communities. Because of College Park's smaller geographical size, some data may be subject to sampling errors, and have relatively high margins of error (MOE), or a measure of the possible variation of an estimate. However, ACS remains the premier source for detailed population and housing information about communities.

# TRANSPORTATION OVERVIEW

The City of College Park is a nexus of transportation infrastructure. The City is home to major roadways (I85, I-285, US 29, and Camp Creek Parkway), active freight railroad tracks, and two MARTA Rail Stations (College Park and the Airport Station). This collection of infrastructure creates excellent accessibility to the Atlanta region, other parts of Georgia, the Southeastern United States, and the world.

## Public Input

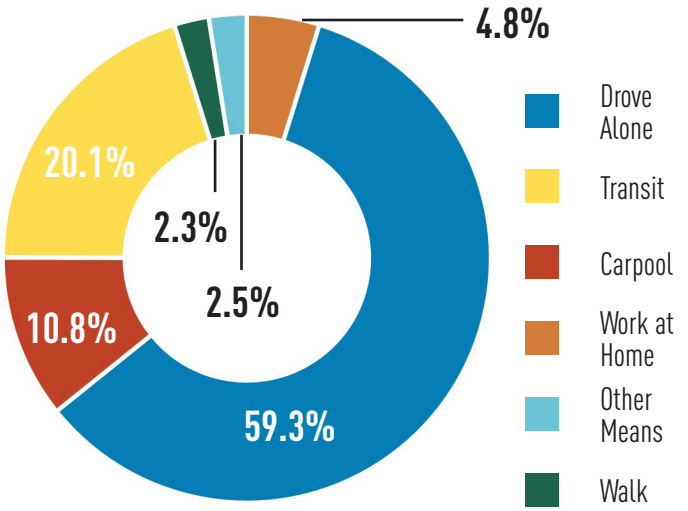
Pedestrian and Bicyclist safety scored poorly on the community survey. A number of respondents expressed a dire need for biking and walking trails, including sidewalks and bike lanes along major corridors. Specifically, both the survey and transportation focus group highlighted the need sidewalks along Rugby Avenue and Washington Road.

In addition to sidewalk concerns, the survey and focus group highlighted parking and congestion issues along Main Street. However, stakeholders are quite divided on how to address the issue. Some desire completely eliminating parking spaces along the street and construction of a municipal parking deck. Others believe that no more parking spaces should be eliminated.

## Commutes

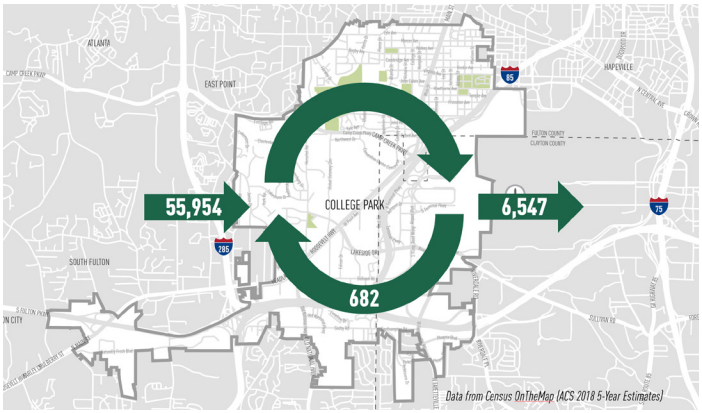
In 2019, the average commute for employed (16 and over) College Park residents was 32.4 minutes, increasing by 2.5 minutes since 2014. This illustrates that a large number of College Park residents work outside of the city. The image to the right illustrates that over 6,500 residents commute outside of city limits for work while a little under 700 residents both live and work in the city.

Figure 15. Mode Split




*American Community Survey 5-Year Estimates 2019*

Of employed residents, 59.3% drive alone to work, while 10.8% carpool, and 20.1% take public transportation to work. Workers residing in College Park commute via transit more than any other southern Fulton County resident, indicating that residents do value the availability of the MARTA transit station as well as bus service (SFCTP, 2020). The remaining workers walk (2.3%), use some other means to get to work (2.5%), or work from home (4.8%).




*Unless otherwise specified, the data presented in this section comes from American Community Survey (ACS) 2019 5-year estimates.*

# TRANSPORTATION PLANNING

The following section summarizes recent transportation efforts in College Park.

## South Fulton Comprehensive Transportation Plan (SFCTP)

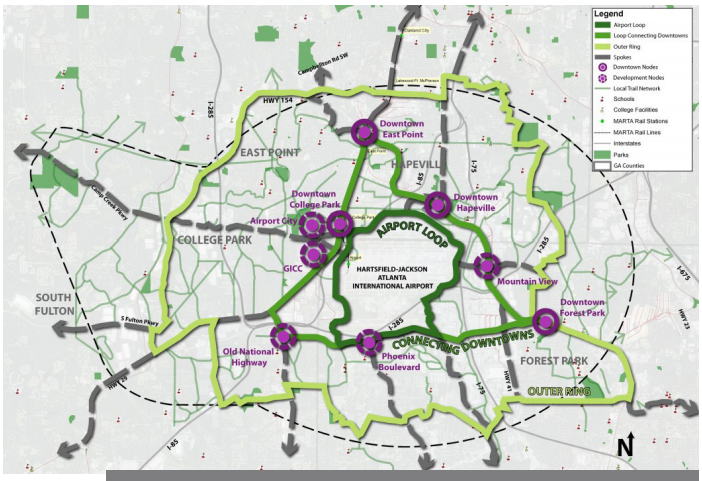
The South Fulton Comprehensive Transportation Plan (SFCTP) was completed in July of 2020. The City of College Park participated in this planning effort, which identified a number of projects and initiatives that would benefit the City of College Park and are incorporated into this Comprehensive Plan.

The vision of the SFCTP is to provide residents, businesses, and visitors with a safe, connected, and reliable transportation system that provides access and mobility options to support economic growth and maintain community character. The SFCTP serves as a roadmap for implementing the community's transportation vision, which includes improving mobility, accessibility, and multi-modal connectivity.

The SFCTP provides project lists on 5-year, 10-year, and long-term timelines for each city, but projects may involve other jurisdictions. In total, College Park has

- 36 5-year projects
- 12 10-year projects
- 38 long-term projects

The appendix includes a full list of 5-year projects from the SFCTP. Where applicable, these projects are also included on the summary maps in the appendix.




*AeroATL Greenway Proposed Trail System*

## Transportation Improvement Program (TIP)

The Atlanta Regional Commission manages the Transportation Improvement Program (TIP). The TIP allocates federal funds for use in the construction of the highest-priority projects in the Regional Transportation Plan (RTP), the long-term transportation vision for the 20-county region. Two near-term projects affecting College Park include

- Airport Loop Connector: 10-foot wide bike/ped trail connecting the Convention Center Concourse via a pedestrian bridge over Camp Creek Parkway and ending at John Wesley Ave/West Main Street
- Road Widening for Buffington Road from Rock Quarry Road to SR 14/US 29
-

## AeroATL Greenway Plan

In November 2018, ARC's Livable Centers Initiative (LCI) program funded the development of a trails master plan, known as the AeroATL Greenway Plan, for the communities surrounding the Airport in coordination with the Atlanta Aerotropolis Alliance and Aerotropolis Atlanta CIDs. This plan provides a visionary framework for trail connectivity across the Aerotropolis region, including the City of College Park. Recommended trail projects affecting College Park include:

- Airport Loop
- Downtown Connections
- Outer Loop

Summary maps at the end of this section illustrate the proposed trail alignments. However, many of the proposed trails need additional funding and approval for implementation. However, each jurisdiction in the study area, including College Park, identified model miles to galvanize support for continued implementation of the overall trail vision. College Park's model miles are the Airport Loop Connector, which includes a much-needed pedestrian connection from the GICC to the future Six West development, and the Hershel Road multi-use trail. This Airport Loop Connector project is currently funded and programmed in the TIP, and the Hershel Road trail is included in the Community Work Program for implementation next 5 years.

# TRANSPORTATION PLANNING

## Freight Cluster Study

The Hartsfield-Jackson Atlanta International Airport (H-JAIA) region represents an intense freight cluster as goods are moved to and from the airport using a network of interstates to the surrounding Atlanta region and beyond. The Aerotropolis Freight Cluster study provides a framework to support the freight industry in the Aerotropolis region while considering impacts on people who live and work in the area. The plan offers recommendations to improve freight traffic operations, safety, and reliability, as well as job access. Recommendations and policies applicable to College Park must be adopted by the City before projects are considered for funding. The Atlanta Aerotropolis CIDs will work with the City to identify opportunities for funding and implementation.

One priority project includes working across various jurisdictions with GDOT to deploy an Advanced Dilemma-Zone Detection System along Camp Creek Parkway as a pilot project in the next 5 years. This would provide additional green signal time for vehicles approaching signalized intersections. The results of the pilot project should be evaluated for potential deployment on other key truck routes.

## Six West

As mentioned previously in this plan, Six West is a 320-acre greenfield site that boasts opportunity for redevelopment into a mixed-use, regional destination. The master plan for this site requires transportation improvements to accommodate this redevelopment and its anticipated traffic. The plan calls for existing roadway improvements, construction of new roads, development of trail system, and SkyTrain transit expansion. In conjunction to other plans, a pedestrian bridge will connect Six West to the GICC across Camp Creek Parkway.

## MARTA Studies

### MARTA Enhancement Study

Despite the activity created by the MARTA Station, the connections between the station and Main Street need improvement if Downtown College Park is to become a vibrant, thriving transit-oriented activity center. The College Park Transit Enhancements and Accessibility Study offers recommendations to improve accessibility between the transit station and local destinations, either on foot or on bike.

### MARTA Clayton BRT

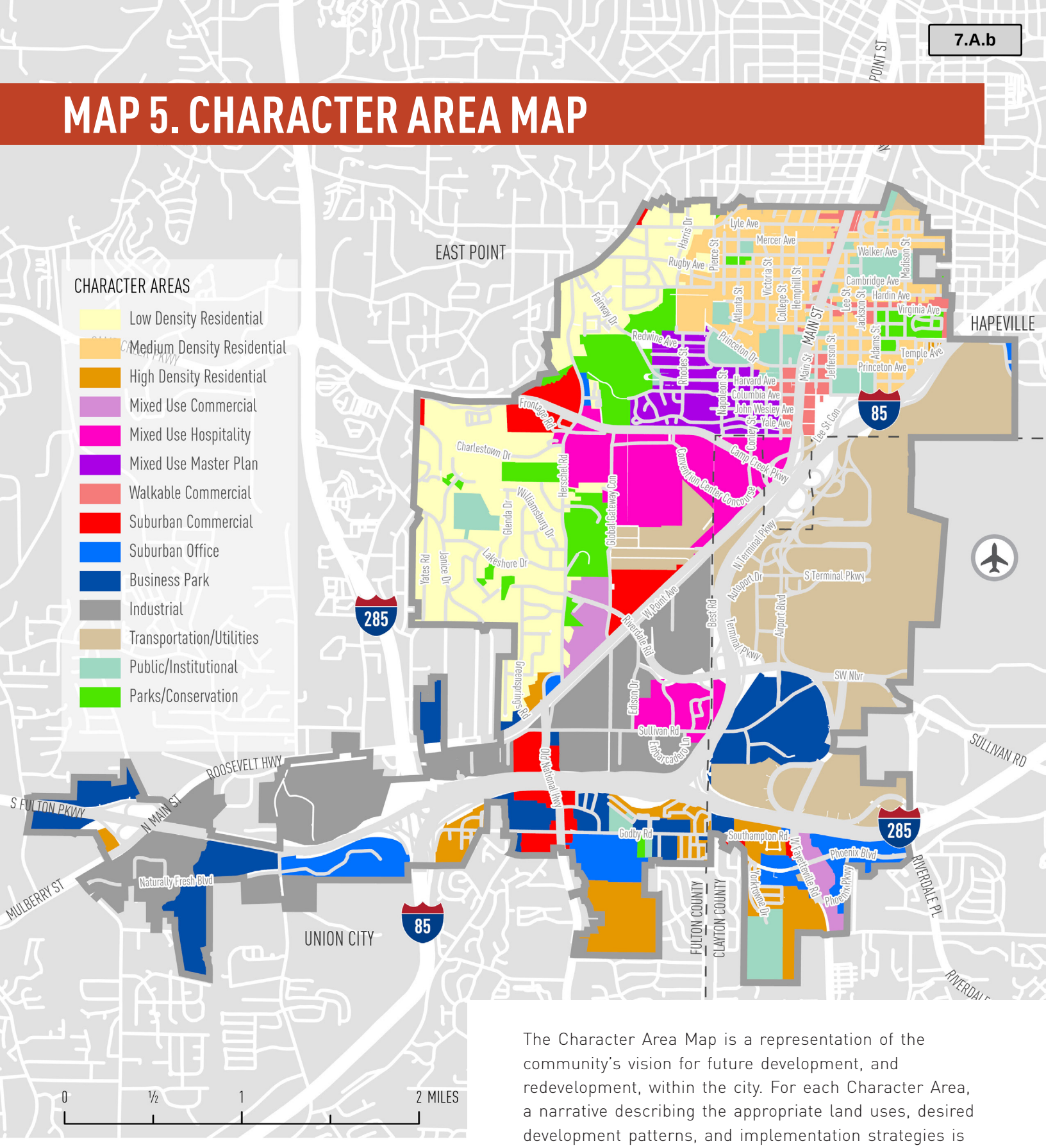
Long-term, MARTA plans to create a bus rapid transit route starting at the College Park MARTA station and extending west through Clayton County. The proposed route connects the City of College Park to Riverdale, Jonesboro, and Morrow using a dedicated lane. This project is still evolving, but Figure X illustrates the proposed route.

*Clayton BRT Proposed Route*

CHAPTER 7

# LAND USE

# MAP 5. CHARACTER AREA MAP




The Character Area Map is a representation of the community's vision for future development, and redevelopment, within the city. For each Character Area, a narrative describing the appropriate land uses, desired development patterns, and implementation strategies is included, as well as representative pictures of the type and style of development desired. It should be noted that the Character Area Map does not change the current zoning of any property but is intended to guide policy decisions for the next five years.

# LOW DENSITY RESIDENTIAL

## Land Use

The Low Density Residential character area is located at the northwestern and western edges of city limits. The character area is primarily reserved for single-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some agricultural uses (e.g., farm stands) and other residential uses (e.g., personal care home). Though existing multi-family (RM) should not be expanded in this character area, an increase in density (not units) to accommodate mixed-use redevelopment of the existing multiple-family developments along Camp Creek Parkway should be considered.

## Built Form

The existing neighborhoods boast single-family detached dwellings on larger lots along curvilinear tree-lined streets and cul-de-sacs with no sidewalks. Mid-to-late-twentieth century architectural styles (e.g., Contemporary (Ranch)) and types (e.g., Ranch) are common and garages and carports are typically attached. Existing structures should be maintained while infill development should be compatible with the surrounding character in scale and style. Multi-modal accessibility (e.g., sidewalks) should be enhanced. Subdivision of larger (5+ acre) lots should be considered.

**APPROPRIATE ZONING**

Districts: R1, PDR

Overlays: None

# MEDIUM DENSITY RESIDENTIAL

## Land Use

The Medium Density Residential character area is located at the northeastern edge of city limits in an area commonly referred to as "Historic College Park." The character area is primarily reserved for single-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some home occupations. While there is opportunity for a slight expansion of hospitality campus (HC), existing multi-family (RM) should not be expanded in this character area.

## Built Form

The existing historic neighborhoods boast single-family detached dwellings on moderately sized lots along a tree-lined grid street system with sidewalks. Late nineteenth and early twentieth century architectural styles (e.g., Craftsman) and types (e.g., Bungalow) are common and accessory structures (i.e., garages) are typically located in the rear yard. Existing historic structures should be maintained while infill development should be compatible with the surrounding historic character in scale and style. Multi-modal accessibility (e.g., sidewalks) should be enhanced. Stormwater infrastructure improvements should be considered.

**APPROPRIATE ZONING**

Districts: R2, R3, HC, PDR, TOD

Overlays: None

# HIGH DENSITY RESIDENTIAL

## Land Use

The High Density Residential character area is predominanly located at the southern edge of city limits. The character area is primarily reserved for single- and multiple-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some other residential uses (e.g., personal care home). While there is opportunity for the expansion of multi-family (RM), low density residential (R1) should not be expanded in this character area.

## Built Form

The existing neighborhoods boast single- (e.g., townhomes) and multiple-family dwellings on smaller lots along curvilinear tree-lined streets and cul-de-sacs with no sidewalks. Architectural styles from the late twentieth to the early twenty-first century (e.g., modern townhomes) are common and garages and carports are typically attached. Infill development should be compatible with the surrounding character in scale and style. The Tracey Wyatt Rec Center should continue to be maintained for regular use by the surrounding community. A publicly accessible greenspace should be created and opportunities for the installation of public art identified.

**APPROPRIATE ZONING**
Districts: R3, RM, C1, C2, BP, PD
Overlays: None

*Image from Apartments.com*

# MIXED USE COMMERCIAL

## Land Use

The Mixed Use Commercial character area is located toward the center of the city northwest of the intersection of Global Gateway Connector and W. Point Avenue as well as the southeastern part of the City near Fayetteville Road, Phoenix Boulevard, and Forest Parkway. The character area is primarily reserved for small-scale commercial uses that provide products and services to surrounding neighborhoods (e.g., beauty parlors) and larger-scale commercial uses (e.g., retail uses (large scale)) that are appropriately located along a corridor. While there is opportunity for the expansion of commercial C1 and office professional (OP), low density residential (R1) should not be expanded in this character area.

## Built Form

The character area boasts mid-to-late twentieth century strip mall developments along two-lane roads with no street trees or sidewalks. Large parking lots between the street and buildings and taller, auto-oriented signage are designed for vehicular access and convenience. New development should be more pedestrian-oriented (e.g., rear parking) and establish a cohesive scale and style.

**APPROPRIATE ZONING**
Districts: C1, C2, OP
Overlays: None

*Image from Google Street View*

# MIXED USE HOSPITALITY

## Land Use

The Mixed Use Hospitality character area is located toward the center of the city southwest and northwest of the intersection of W. Point Avenue and Camp Creek Parkway, as well as southwest of the intersection of N. Terminal Parkway and Riverdale Road. The character area is primarily reserved for commercial uses that are appropriate for locations near, and that serve users of, the Hartsfield Jackson International Airport (ATL) and Georgia International Convention Center (GICC) area (e.g., banquet halls). Existing low density residential (R1), downtown commercial (DC), and heavy industrial (M2) should not be expanded in this character area.

## Built Form

The character area boasts large-scale, regional attractions (e.g., ATL) accessed by highway and interstate routes with a significant amount of land dedicated to parking lots, garages, and decks. Pedestrian and/or transit connections from the Walkable Commercial area of College Park to GICC, and/or ATL should be expanded. New developments should have a planned campus atmosphere with easy internal pedestrian circulation.

**APPROPRIATE ZONING**
Districts: HC, C1, C2, BP, OP
Overlays: Transportation

# MIXED USE MASTER PLAN

## Land Use

The Mixed Use Master Plan character area is located in the northwest quadrant of the city, northwest of the intersection of Main Street and Camp Creek Parkway. The character area is primarily reserved for Six West, a 311-acre mixed-use regional center. The range of existing zoning districts are appropriate for this type of character area.

## Built Form

The character area boasts primarily vacant land along a grid street system. The future Six West development will include a variety of building types and styles. New development should utilize high-quality building materials and provide for both vehicular and pedestrian access.

**APPROPRIATE ZONING**
Districts: DO, C1, OP, PD, TOD
Overlays: None

# WALKABLE COMMERCIAL

## Land Use

The Walkable Commercial character area is located in Downtown College Park and other traditionally commercial locations throughout the City, primarily at the northeastern edge of city limits along Main Street and Virginia Avenue. The character area is primarily reserved for commercial and tourism-oriented uses (e.g., welcome center), but mixed-use development comprised of commercial, professional, and residential uses is strongly encouraged. Existing high density residential (R3) and business park (BP) should not be expanded in this character area.

## Built Form

The character area boasts late nineteenth and early twentieth century, one- and two-story masonry buildings, as well as typical mid-to-late twentieth and early-twenty-first century commercial buildings along two-lane roads with street trees and sidewalks. While some areas exhibit pedestrian-oriented development (e.g., 0' front setback) others boast parking lots between the street and buildings and taller, auto-oriented signage designed for vehicular access and convenience. Underutilized buildings should be repurposed for mixed-use developments. Additional parking should be constructed (e.g., municipal parking deck) and multi-modal connections between major routes (e.g., Main Street and Virginia Avenue) established.

**APPROPRIATE ZONING**
Districts: DC, C1, OP, TOD
Overlays: None

# SUBURBAN COMMERCIAL

## Land Use

The Suburban Commercial character area is located primarily to the northwestern and southwestern edges of city limits along major corridors such as Camp Creek Parkway and Old National Highway. The character area is primarily reserved for commercial uses that are appropriately located along a corridor (e.g., retail uses (large scale)) and compatible with the Georgia International Convention Center (GICC) and downtown business district. Office Professional (OP) may be expanded in this character area.

## Built Form

The character area boasts typical late twentieth and early-twenty-first century commercial buildings with some mid-to-late twentieth century strip mall developments along major corridors with sidewalks. While some pedestrian-oriented elements (e.g., sidewalks) exist, large parking lots between the street and buildings and taller, auto-oriented signage are designed for vehicular access and convenience. New development should further encourage pedestrian use (e.g., rear parking) and establish a cohesive scale and style. A "brand" should be developed, and signage installed (e.g., "Welcome to College Park" and wayfinding). Additional improvements (e.g., landscaping, lighting, public art) should be made through coordination with surrounding jurisdictions and the Georgia Department of Transportation.

**APPROPRIATE ZONING**
Districts: C1, C2, OP
Overlays: None

*Image from Google Street View*

# SUBURBAN OFFICE

## Land Use

The Suburban Office character area is located primarily at the southern edge of city limits. The character area is primarily reserved for mixed-use business developments (e.g., office, research, sales) to serve as a transitional area between residential and commercial districts. Existing high density residential (R3) should not be expanded in this character area.

## Built Form

The character area boasts large-scale, commercial developments accessed by two- to four-lane roads with large parking lots to the front, sides, and rear. Though pedestrian connections (e.g., sidewalks) are present, sites are designed for vehicular access and convenience. New development should continue to be contextually sensitive to surrounding residential and commercial uses through the use of appropriate landscape buffering mechanisms and high-quality building materials.

**APPROPRIATE ZONING**
Districts: C1, BP, OP
Overlays: None

*Image from Georgia DPH*

# BUSINESS PARK

## Land Use

The Business Park character area is located primarily in the southern half of the city. The character area is primarily reserved for mixed-use business developments (e.g., office, research, sales), as well as assembly, warehousing, and other light industrial operations, though uses which generate heavy truck traffic should only be considered as part of a conditional use request. Existing office professional (OP) should not be expanded in this character area.

## Built Form

The character area boasts large-scale, commercial developments accessed by two- to four-lane roads with large parking lots to the front, sides, and rear. Sites are well landscaped and heavily buffered, and buildings are constructed of high-quality building materials. New development nearby and adjacent to residential uses should include large buffers and limitations on truck traffic.

**APPROPRIATE ZONING**
Districts: BP, C2, M1, TR
Overlays: None

*Image from Google Street View*

# INDUSTRIAL

## Land Use

The Industrial character area is located primarily in the southern half of the city. The character area is primarily reserved for assembly, warehousing, and other light industrial operations, as well as more intense industrial uses (e.g. mineral extraction and processing). Existing Hospitality Campus (HC) and Business Park (BP) should not be expanded in this character area.

## Built Form

The character area boasts large-scale, industrial developments accessed by two- to five-lane roads with large parking lots to the front, sides, and rear. Traditional industrial design is exhibited, though some sites are well landscaped and buildings constructed of higher-quality building materials. New development nearby and adjacent to residential uses should include large buffers and limitations on truck traffic.

**APPROPRIATE ZONING**
Districts: HC, BP, M1, M2
Overlays: None

*Image from Google Street View*

# TRANSPORTATION/UTILITIES

## Land Use and Built Form

The Transportation/Utilities character area is located primarily at the eastern edge of city limits. The character area is primarily reserved for automobile- and transportation-orientated uses (e.g., airport parking and shuttle service).

### APPROPRIATE ZONING

Districts: TR
Overlays: None

# PUBLIC/INSTITUTIONAL

## Land Use

The Public/Institutional character area is located primarily in the northeastern quadrant of the city. The character area is primarily reserved public (e.g., government buildings and offices) and institutional uses (e.g., colleges, universities, and vocational technical schools). The range of existing zoning districts are appropriate for this type of character area.

## Built Form

The character area is dominated by large, landmark buildings. Twentieth-century revival (e.g., Colonial Revival) and more modern architectural styles are common. Sites are well landscaped and made accessible to vehicular and pedestrian traffic.

**APPROPRIATE ZONING**

Districts: R2, R3, DC, C1, OP, TOD

Overlays: None

# PARKS/RECREATION

## Land Use

The Parks/Conservation character area is evenly distributed throughout the northern half of the city. The character area is primarily passive and active recreational areas. The range of existing zoning districts are appropriate for this type of character area.

## Built Form

The character area is dominated by large openspaces, including Memorial Park and the Municipal Golf Course. Most sites include vehicular and pedestrian access. Despite there being little to no development on these sites, Federal Aviation Administration (FAA) still apply (e.g., a recreation area with a water feature that attracts migratory birds would not be permitted).

**APPROPRIATE ZONING**

Districts: R1, R2, R3, OP, PD

Overlays: None

*Soccer in the Streets (College Park Recreation Program) at BIDA Multipurpose Field, Image courtesy of the City of College Park*

CHAPTER 8

# COMMUNITY WORK PROGRAM

# REPORT OF ACCOMPLISHMENTS 2016-2021

| Project | Status | Notes |
|---|---|---|
| Examine Opportunities for Annexation | COMPLETE | |
| Work with MARTA on TOD Access to the College Park Station | UNDERWAY | 2019 Transit Access Plan complete. See CWP Item #T.8 thru T.12. |
| Downtown LCI Plan – Supplemental Study | COMPLETE | |
| Rewrite the College Park Zoning Ordinance | COMPLETE | |
| Support Atlanta Aerotropolis Area CIDs | COMPLETE | |
| Support & Participate in Atlanta Aerotropolis Alliance | COMPLETE | |
| Implement Downtown Tax Allocation District | COMPLETE | |
| Create Additional Tax Allocation District for Old National Highway to Spur Redevelopment | UNDERWAY | Application Started. Waiting to present to Fulton County for Approval. See CWP Item #ED.4. |
| Develop Signage, Landmarks, and Crosswalks for Walking Tour of Downtown/ Historic College Park | UNDERWAY | Main Street included in Downtown College Park 2020 Strategic Plan. See CWP Item #ED.13. |
| Develop a Local Historic Preservation Ordinance to Protect the Remaining Buildings that contribute to the Registered Historic District | CANCELED | Insufficient support and resources. |
| Transportation System Improvements | UNDERWAY | South Fulton CTP updated See CWP Item #T.1, T.4, and T.5. |
| Greenway Trails Plan, to Include Connection to Atlanta BeltLine Through Bike and Pedestrian Trails | UNDERWAY | Aerotropolis Plan completed. See CWP Item #ED.9. |
| Amend City Building Code to Require Additional Noise Abatement Measures in Newly Constructed Buildings | POSTPONED | Additional research needed for non-residential construction. See CWP Item #LU.6. |
| Research Programs Available to Offer Noise Abatement Treatment to Existing Homes | COMPLETE | Economic Development Department maintains a list of programs. |
| Identify Potential Locations for Hotels and Other Businesses Which May Be Affected by Construction of Sixth Runway at Airport | COMPLETE | |
| New Public Works Building | UNDERWAY | Currently in planning phase. See CWP Item #PS.4. |
| New Recycling Containers for all City Parks | COMPLETE | |
| Old National Highway Transit Oriented Sidewalk Installation | COMPLETE | |
| Herschel Road Bridge Over Camp Creek (South Fork) | CANCELED | Six West District plans include a similar connection. |
| Godby Road Widening | COMPLETE | |

# REPORT OF ACCOMPLISHMENTS 2016-2021

| Project | Status | Notes |
|---|---|---|
| Southeast Extension from Pedestrian Bridge at Herschel Road to the Golf Course Trail | COMPLETE | |
| Sidewalks Along Phoenix Boulevard Between Riverdale Road and West Fayetteville Road | UNDERWAY | Awaiting GDOT approval to make improvements in ROW. See CWP Item #T.15. |
| Camp Creek Parkway Frontage Road Bridge Replacement | COMPLETE | |
| Camp Creek Parkway Widening | COMPLETE | |
| BeltLine Trail Extension | UNDERWAY | Aerotropolis Greenway Plan completed November 2018 detailing Six West conceptual alignment. See CWP Item #ED.9. |
| MARTA - Airport Station Improvements | POSTPONED | Awaiting MARTA approval and funds. See CWP Item #T.14. |
| Replace Outdated X-Ray Machine (Police) | COMPLETE | |
| Ward Three Police Precinct | COMPLETE | |
| Market Redevelopment Area | COMPLETE | |
| Implement Downtown Revitalization Plan | COMPLETE | |
| GICC, Phase III: 3 office buildings, 2 hotels [2 office bldgs] | COMPLETE | |
| GICC, Phase IV: Preliminary Planning & Design | POSTPONED | COVID impacts: 5+ years away. |
| Tree Ordinance | UNDERWAY | Additional updates needed. See CWP Item #LU.5. |
| Recreation Master Plan | POSTPONED | Lack of funding. See CWP Item #RC.11. |
| Upgrade Lighting of Evans Baseball Field | POSTPONED | Lack of funding. See CWP Item #RC.6. |
| Evans Baseball Field Scoreboard | COMPLETE | |
| Evans Baseball Field New Seating | POSTPONED | Lack of funding. See CWP Item #RC.6. |
| Update Neighborhood and Housing Analysis | CANCELED | Market study completed as part of Six West. |
| Re-Adopt Zoning Map, as part of Zoning Ordinance Re-Write | COMPLETE | |
| Fire Station #3 Design & Construction (West Fayetteville Road) | COMPLETE | Construction completed August 2019. |

# COMMUNITY WORK PROGRAM 2022-2026

| # | Project | 2022 | 2023 | 2024 | 2025 | 2026 | Responsible Party | Cost Estimate | Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Land Use and Planning** | | | | | | | | | |
| LU.1 | Update zoning ordinance to (1) expand allowable uses; (2) reevaluate zoning districts based on market changes; (3) increase housing diversity. | X | X | | | | Planning | Staff time | Staff |
| LU.2 | Create streetscape standards for Main Street to Six West street grid | X | | | | | Planning | Staff time | Staff |
| LU.3 | Pro-actively support Code Enforcement along Old National Hwy/Godby Road Area by requiring site plans to be submitted for office space/suites | X | X | X | X | X | Planning | Staff time | Staff |
| LU.4 | Create vision for Phoenix Blvd and Sullivan Rd through community engagement | X | | | | | Planning | Staff time | Staff |
| LU.5 | Update Tree Ordinance to encourage city-wide tree canopy growth as well as update tree fund location and maintenance. | X | X | X | | | Planning | 15,000 | General Fund |
| LU.6 | Amend City Building Code to Require Additional Noise Abatement Measures in Newly Constructed Buildings | X | X | X | | | Planning/ Building & Inspections | Staff time | Staff |
| LU.7 | Form a Housing Taskforce to specifically focus on affordable housing options and home ownership within the City. | X | X | X | | | Planning | Staff time | Staff |
| **Public Safety** | | | | | | | | | |
| PS.1 | Upgrade Outdoor Emergency Warning Sirens | X | | | | | Fire Department | $72,000 | $72,000 |
| PS.2 | Lease or Purchase Fire Engine and Ladder Truck and Rescue Units | | | X | X | | Fire Department | $2,500,000 | $2,500,000 |
| PS.3 | Construct New Fire Station | | | X | X | | Fire Department | $5,000,000 | $5,000,000 |
| PS.4 | Construct New Public Works Building | | | X | | | Public Works | $5,000,000 | $5,000,000 |
| PS.5 | Install Fire Station Alerting System | | | X | X | | Fire Department | $80,000 | $80,000 |
| PS.6 | Install 15 MEG Fiber to all fire stations for internet connectivity. | | | X | X | | Fire Department | 200,000 | 200,000 |
| PS.7 | Police: Increase proactive communications with media through increased press releases and press conferences | | | | X | | Police Department | $15,000 | $15,000 |
| PS.8 | Initiate neighborhood clean up program | X | | | | | Police Department | Staff time | Staff time |

# COMMUNITY WORK PROGRAM 2022-2026

| # | Project | 2022 | 2023 | 2024 | 2025 | 2026 | Responsible Party | Cost Estimate | Funding |
|---|---|---|---|---|---|---|---|---|---|
| Public Safety (Continued) | | | | | | | | | |
| PS.9 | Design program to address needs and resources for homeless | X | X | X | X | | Police Department | Staff time | Staff |
| PS.10 | Expand Community Policing Division through additional outreach activities and events (elderly, youth, diversity engagement) | X | X | X | X | | Police Department | Staff time | Staff |
| Transportation | | | | | | | | | |
| T.1 | Install pavement, curb and gutter, for SkyTrain Way and Hospitality Way and gates at ends of paved area for traffic control | X | | | | | College Park's Public Works | $170,000 | General Fund |
| T.2 | Various Traffic Improvements - speed bumps, crosswalk updates, intersection updates | X | X | X | X | X | Infrastructure & Development | $5,000,000 | GeneralQuick Response Fund |
| T.3 | Phoenix Trail Plan Tier 2: tie into Global Gateway; extenstion from the new bridge to the hotels in convention center concourse | X | X | X | X | X | Infrastructure & Development | $690,574 | General Fund |
| T.4 | Construct Gateway Pedestrian Bridge and multi-use connector path to MARTA | X | X | | | | Infrastructure & Development | $18 million | ARC TIP/Federal/General Fund |
| T.5 | Prepare Priority Sidewalk Plan List | X | | | | | Infrastructure & Development | Staff time | Staff |
| T.6 | Construct John Wesley Pedestrian Improvements and Railroad Crossing ensuring ADA compliance | X | | | | | Infrastructure & Development | $330,000 | General Fund/ARC |
| T.7 | MARTA Enhancements: Princeton multi-use path (3 phases) | X | X | X | X | | Infrastructure & Development | $3.19 million | F-SPLOST |
| T.8 | MARTA Enhancements: East Main/Main at Harvard Avenue crosswalk and signage | X | | | | | Infrastructure & Development | $70,000 | Gen Fund |
| T.9 | MARTA Enhancements: Main St at John Wesley Intersection improvements (relocate stop bars) | X | | | | | Public Works | Staff time | Staff |
| T.10 | MARTA Enhancements: East Main St at John Wesley crosswalk improvements | X | | | | | Infrastructure & Development | need concept study to determine | General Fund |
| T.11 | MARTA Enhacements: Harvard Ave at Washington St - intersection improvements | | | | | X | Infrastructure & Development | $70,000 | General Fund |
| T.12 | MARTA Enhancements: College Street Multi-use path (John Calvin to John Wesley) | | | | | X | infrastructure & Development | $2.75 million | F-SPLOST |
| T.13 | MARTA Enhancements: Airport Station Improvements | | | | X | X | Infrastructure & Development | $750,000 | MARTA Funds |

# COMMUNITY WORK PROGRAM 2022-2026

| # | Project | 2022 | 2023 | 2024 | 2025 | 2026 | Responsible Party | Cost Estimate | Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Transportation (Continued)** | | | | | | | | | |
| T.14 | East Main/Main at Harvard: reconstruct both intersections at railroad crossings | | X | | | | Infrastructure & Development | $950,000 | General Fund |
| T.15 | Construct and/or improve sidewalks along Phoenix Boulevard Between Riverdale Road and West Fayetteville Road | X | | | | | Infrastructure & Development | $750,000 | General Fund |
| **Information Technology (IT)/ Communications Technology** | | | | | | | | | |
| IT.1 | Install City Wide Fiber Ring that will connect to Six West and all facilities owned by the City of College Park | X | X | X | X | X | Chief Information Officer | $4,000,000 | CIP |
| IT.2 | Expand technology services (e.g., bandwidth and cloud storage) | X | X | X | X | X | Chief Information Officer | $400,000 | CIP |
| IT.3 | Expand Enterprise Cyber Security initiative city wide (e.g., upgrade all City-owned locations with Cyber Security equipment and offer computer security services to local businesses and citizens) | X | X | X | X | X | Chief Information Officer | $2,000,000 | CIP |
| IT.4 | Complete community outreach and data collection on a new branding plan for the City. | X | | | | | Communications Department | Staff Time | General Fund |
| **Recreation and Cultural Arts** | | | | | | | | | |
| RC.1 | Construct splash Pad at Phillips Park | X | | | | | Recreation & Cultural Arts | $584,000 | CDBG |
| RC.2 | Install lighting at all parks | X | X | X | X | | Recreation & Cultural Arts | $150,000 | CDBG/Capital Improvement |
| RC.3 | Renovate Brady Recreation Center (e.g., parking and playground improvements) | X | | | | | Recreation & Cultural Arts | $162,487 | CDBG |
| RC.4 | Improve playground equipment at all parks | X | X | X | X | X | Recreation & Cultural Arts | $500,000 | CDBG |
| RC.5 | Install Wi-Fi at all parks | X | X | X | X | X | Recreation & Cultural Arts | $300,000 | CDBG |
| RC.6 | Evans Baseball Improvement: Sod baseball field, update dugout, install stadium seating, and install lighting | | | | | X | Recreation & Cultural Arts | $1,000,000 | CDBG/Braves Foundation |
| RC.7 | City Auditorium Updates: update stage, curtain, lighting, and sound | | | | | X | Recreation & Cultural Arts | $150,000 | CDBG/Capital Improvement |
| RC.8 | Install new air conditioning at Brady Recreation Center | | | | | X | Recreation & Cultural Arts | $300,000 | CDBG/Capital Improvement |

# COMMUNITY WORK PROGRAM 2022-2026

| # | Project | 2022 | 2023 | 2024 | 2025 | 2026 | Responsible Party | Cost Estimate | Funding |
|---|---|---|---|---|---|---|---|---|---|
| Recreation and Cultural Arts (Continued) | | | | | | | | | |
| RC.12 | Commission Mural for side wall of City Auditorium | X | X | X | | | Economic Development | $10-15k | General Funds/ Grants |
| RC.13 | Expand ReKindle Arts and Music Fest by dedicating additional staff and funds | X | X | X | | | Economic Development | Staff Time | General Funds/ Grants/Staff |
| Economic Development | | | | | | | | | |
| ED.1 | Six West- Construction of Phase 1 roadway infrastructure of Rhodes St and Columbia Ave | X | | | | | City of College Park | $22MIL | Pilot & TAD BOND/ F-SPLOST |
| ED.2 | Six West - Construction of 5K Trail | X | X | X | | | City of College Park | $10.7MIL | TAD |
| ED.3 | Six West - Construction of Columbia Street | X | X | X | | | City of College Park | $9.4MIL | BIDA, GF, TAD |
| ED.4 | Old National Hwy/Godby Road: Implement TAD #2 for ONH area | X | X | X | | | Economic Development | $15K | General Fund |
| ED.5 | Update LCI for Old National/Godby Road and Sullivan Road Area | X | X | X | X | | Economic Development | $100K | ARC & General Fund |
| ED.6 | Redevelop Yorktowne Site | X | X | X | X | | City of College Park | $250K | EPE, General Fund |
| ED.7 | Redevelop West Cove site | X | X | X | X | X | Economic Development/ CCLB | $50K | General Fund |
| ED.8 | Create and implement Vacant, Absentee, or Dilapidated (VAD) Ordinance & Polices to reduce VAD citywide for future expansion | X | | | | | Economic Development, Legal | $5K | General Fund |
| ED.9 | Advocate for expansion of Dodson Dr connection in East Point for Nonvehicular Connectivity from Herschel Rd to ATL Beltline | X | X | X | X | | Economic Dev., Recreation | Staff time | General Fund |
| ED.10 | Coordinate with Aerotropolis Alliance to install wayfinding signage and participate in BluePrint 2.0 | X | X | X | X | | Economic Development | $10K Annually, Staff Time | General Fund |
| ED.11 | Develop a Community Benefits Study | X | X | | | | Economic Development | $100K | ARC/General Fund |
| ED.12 | Coordinate with Finding the Flint to create nature preserve at Flint River headwaters | X | X | X | | | Economic Development | $1.5MIL | General Fund/Grants/ East Point |
| ED.13 | Enhance Main Street Corridor with the installation of parklets, bike lanes, and signage | X | X | X | | | Economic Development | $125K | General Funds/ Grants |

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# APPENDIX

# FIRST REQUIRED PUBLIC HEARING

**City of College Park**
**NOTICE TO THE PUBLIC**

The City of College Park Mayor & Council will hold the initial public hearing regarding the 2021 Comprehensive Plan Update at the College Park City Council Meeting virtually held via Zoom on January 4th at 7:30PM. The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. All interested should attend. Questions should be directed to the Michelle Alexander by calling 404-767-1537 or by email at malexander@tcfatl.com.

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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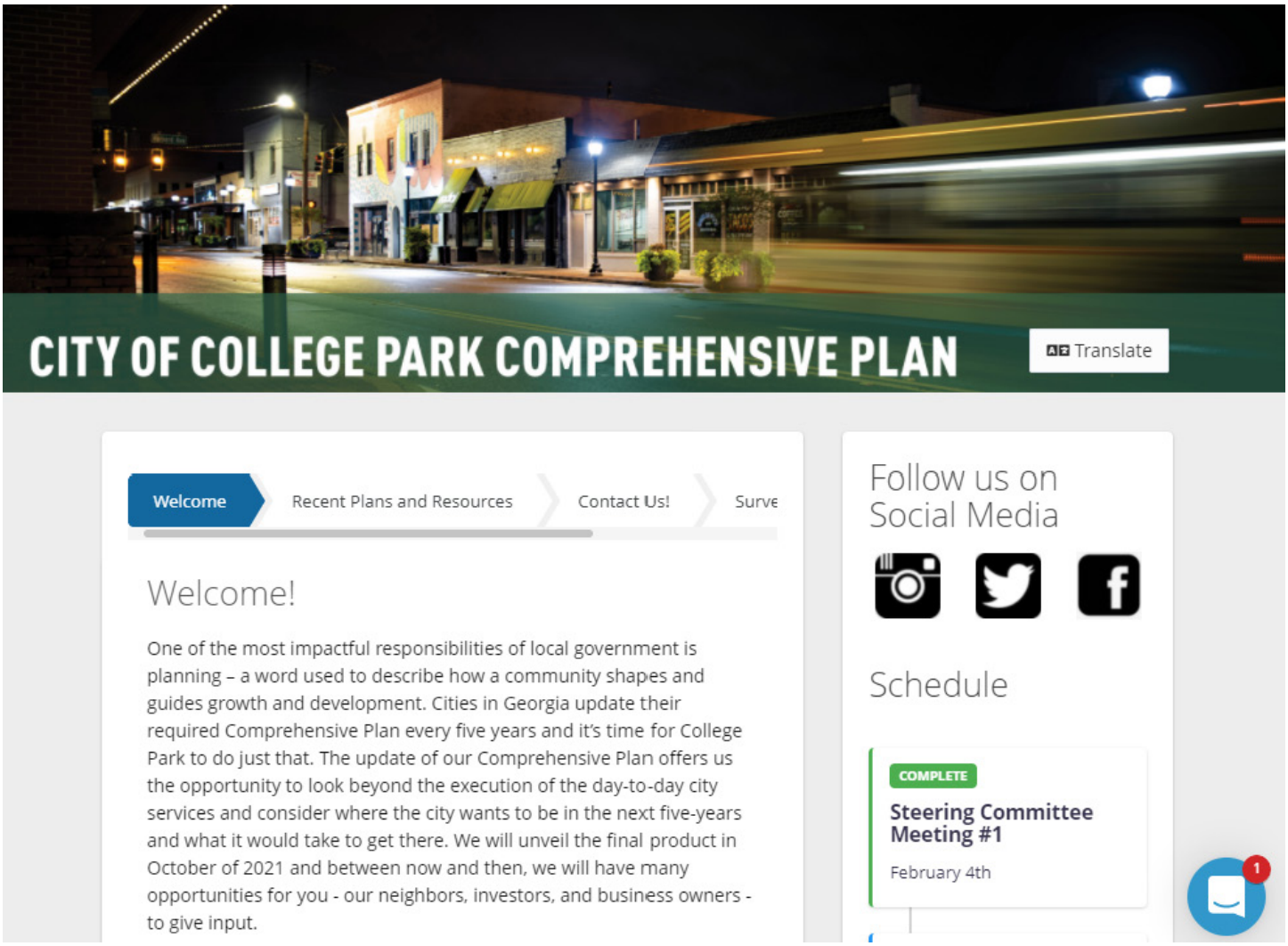
# COMMUNITY ENGAGEMENT ADVERTISEMENTS

## Website



# COMMUNITY ENGAGEMENT ADVERTISEMENTS

## Survey and Website

## Focus Groups

## Virtual Public Meeting

# STEERING COMMITTEE MEETING #1 SIGN-IN

| Meeting ID | Topic | Start Time | End Time | Duration (Minutes) |
|---|---|---|---|---|
| 96182774647 | College Park Comprehensive Plan Steering Commitee Meeting #1 | 2/4/2021 11:50 | 2/4/2021 13:03 | 73 |
| **Name (Original Name)** | **Join Time** | **Leave Time** | **Duration (Minutes)** | **Guest** |
| ARC Community Development | 2/4/2021 11:50 | 2/4/2021 13:03 | 73 | No |
| Julian Nabaa | 2/4/2021 11:50 | 2/4/2021 11:57 | 8 | Yes |
| Anna Baggett | 2/4/2021 11:54 | 2/4/2021 13:02 | 69 | Yes |
| michelle alexander | 2/4/2021 11:57 | 2/4/2021 13:02 | 66 | Yes |
| Selissa Jefferson | 2/4/2021 11:57 | 2/4/2021 13:02 | 66 | Yes |
| Eileen Murphy | 2/4/2021 11:57 | 2/4/2021 13:02 | 65 | Yes |
| Julian Nabaa | 2/4/2021 11:57 | 2/4/2021 13:03 | 66 | Yes |
| Nikki Washington | 2/4/2021 12:01 | 2/4/2021 13:03 | 62 | Yes |
| Kaseem Ladipo | 2/4/2021 12:02 | 2/4/2021 13:02 | 61 | Yes |
| Josh Phillipson (Josh Phillipson) | 2/4/2021 12:02 | 2/4/2021 12:16 | 14 | No |
| Ambrose Clay | 2/4/2021 12:03 | 2/4/2021 13:02 | 60 | Yes |
| iPhonemofol | 2/4/2021 12:04 | 2/4/2021 13:02 | 59 | Yes |
| Jay Shoates | 2/4/2021 12:06 | 2/4/2021 12:32 | 27 | Yes |
| fwilliford | 2/4/2021 12:08 | 2/4/2021 12:42 | 34 | Yes |
| gerard catus | 2/4/2021 12:10 | 2/4/2021 13:03 | 53 | Yes |
| Tasha Garrison | 2/4/2021 12:12 | 2/4/2021 13:02 | 50 | Yes |
| Josh Phillipson# ARC | 2/4/2021 12:16 | 2/4/2021 13:02 | 47 | No |
| Train or Die Compound | 2/4/2021 12:30 | 2/4/2021 13:03 | 33 | Yes |

# STEERING COMMITTEE MEETING #2 SIGN-IN

| Meeting ID | Topic | Start Time | End Time | Duration (Minutes) |
|---|---|---|---|---|
| 95226146029 | College Park Comp Plan - Steering Committee Meeting #2 | 3/23/2021 11:44 | 3/23/2021 13:04 | 80 |
| **Name (Original Name)** | **Join Time** | **Leave Time** | **Duration (Minutes)** | **Guest** |
| Josh Phillipson# ARC (he/him) | 3/23/2021 11:44 | 3/23/2021 13:04 | 80 | No |
| Anna Baggett | 3/23/2021 11:44 | 3/23/2021 13:03 | 80 | Yes |
| Mollie Bogle (ARC Community Development) | 3/23/2021 11:45 | 3/23/2021 13:04 | 79 | No |
| michelle alexander | 3/23/2021 11:55 | 3/23/2021 12:26 | 31 | Yes |
| Eileen M. Murphy | 3/23/2021 11:58 | 3/23/2021 13:04 | 66 | Yes |
| iPad | 3/23/2021 11:58 | 3/23/2021 13:04 | 66 | Yes |
| Jamelle McKenzie | 3/23/2021 11:58 | 3/23/2021 13:04 | 66 | Yes |
| Nikki Washington | 3/23/2021 11:59 | 3/23/2021 13:04 | 66 | Yes |
| Ambrose Clay | 3/23/2021 12:02 | 3/23/2021 13:03 | 62 | Yes |
| Kaseem Ladipo | 3/23/2021 12:02 | 3/23/2021 12:26 | 25 | Yes |
| Selissa Jefferson | 3/23/2021 12:03 | 3/23/2021 13:04 | 61 | Yes |
| iPhonemofol | 3/23/2021 12:15 | 3/23/2021 12:27 | 12 | Yes |
| Kaseem Ladipo | 3/23/2021 12:27 | 3/23/2021 13:04 | 37 | Yes |
| iPhonemofol | 3/23/2021 12:28 | 3/23/2021 13:04 | 36 | Yes |

# STEERING COMMITTEE MEETING #3 SIGN-IN

| Meeting ID | Topic | Start Time | End Time | Duration (Minutes) |
|---|---|---|---|---|
| 955 3437 6958 | College Park Comprehensive Plan Steering Commitee Meeting #3 | 6/8/2021 11:47 | 2/4/2021 13:04 | 77 |
| **Name (Original Name)** | **Join Time** | **Leave Time** | **Duration (Minutes)** | **Guest** |
| Anna Baggett | 6/8/2021 11:47 | 6/8/2021 13:04 | 78 | No |
| Julian Nabaa | 6/8/2021 11:51 | 6/8/2021 11:58 | 8 | Yes |
| Mollie Bogle (ARC Community Development) | 6/8/2021 11:53 | 6/8/2021 12:40 | 47 | No |
| Nikki Washington | 6/8/2021 11:55 | 6/8/2021 12:18 | 23 | Yes |
| Eileen M. Murphy | 6/8/2021 11:58 | 6/8/2021 13:04 | 67 | Yes |
| Ambrose Clay | 6/8/2021 11:58 | 6/8/2021 13:04 | 67 | Yes |
| Julian Nabaa | 6/8/2021 11:58 | 6/8/2021 13:04 | 67 | Yes |
| iPhonemofol | 6/8/2021 11:59 | 6/8/2021 13:04 | 66 | Yes |
| Selissa Jefferson | 6/8/2021 11:59 | 6/8/2021 13:04 | 66 | Yes |
| Michelle Alexander | 6/8/2021 11:59 | 6/8/2021 13:04 | 66 | Yes |
| Josh Phillipson# ARC (he/him) | 6/8/2021 12:00 | 6/8/2021 13:04 | 65 | No |
| Train or Die Compound | 6/8/2021 12:07 | 6/8/2021 13:04 | 58 | Yes |
| Gary Young | 6/8/2021 12:07 | 6/8/2021 13:04 | 58 | Yes |
| Nikki Washington | 6/8/2021 12:18 | 6/8/2021 13:04 | 47 | Yes |
| Kaseem Ladipo | 6/8/2021 12:20 | 6/8/2021 13:00 | 41 | Yes |

# STEERING COMMITTEE MEETING #4 SIGN-IN

| Meeting ID | Topic | Start Time | End Time | Duration (Minutes) |
|---|---|---|---|---|
| 823 1961 0202 | College Park Comprehensive Plan Steering Commitee Meeting #4 | 7/6/2021 15:51 | 7/6/2021 17:05 | 76 |
| **Name (Original Name)** | **Join Time** | **Leave Time** | **Duration (Minutes)** | **Guest** |
| Anna Baggett | 7/6/2021 15:51 | 7/6/2021 17:05 | 75 | No |
| Mollie Bogle (ARC Community Development) | 7/6/2021 15:51 | 7/6/2021 17:05 | 75 | No |
| Train or Die Compound | 7/6/2021 15:56 | 7/6/2021 17:05 | 70 | Yes |
| T Hall-Garrison | 7/6/2021 15:57 | 7/6/2021 17:05 | 69 | Yes |
| Eileen M. Murphy | 7/6/2021 15:58 | 7/6/2021 17:05 | 68 | Yes |
| Savaughn Irons | 7/6/2021 15:58 | 7/6/2021 16:50 | 53 | Yes |
| Ambrose Clay | 7/6/2021 15:58 | 7/6/2021 16:08 | 11 | Yes |
| Josh Phillipson# ARC (he/him) | 7/6/2021 15:59 | 7/6/2021 17:05 | 67 | No |
| Jamelle McKenzie | 7/6/2021 15:59 | 7/6/2021 17:00 | 61 | Yes |
| Nikki Washington | 7/6/2021 15:59 | 7/6/2021 17:05 | 67 | Yes |
| Kaseem Ladipo | 7/6/2021 16:00 | 7/6/2021 17:05 | 66 | Yes |
| erainey's iPhone | 7/6/2021 16:03 | 7/6/2021 17:02 | 60 | Yes |
| Gary Young# Director of Airport Affairs# College Park# GA | 7/6/2021 16:03 | 7/6/2021 17:05 | 63 | Yes |
| Ambrose Clay | 7/6/2021 16:08 | 7/6/2021 16:27 | 19 | Yes |
| Selissa Jefferson | 7/6/2021 16:08 | 7/6/2021 17:05 | 58 | Yes |
| iPhonemofol | 7/6/2021 16:09 | 7/6/2021 17:05 | 57 | Yes |
| Ambrose Clay | 7/6/2021 16:26 | 7/6/2021 17:05 | 39 | Yes |

# COMMUNITY SURVEY RESULTS

The following pages include the direct responses from the Community Survey posted on the Public Input page. Where possible, Public Input generates charts and graphs. User information for the website is below.

## City of College Park 2021 Comprehensive Plan

All participants | All participants | All Time

Project Engagement

| VIEWS | PARTICIPANTS |
|---|---|
| 1,898 | 142 |
| **RESPONSES** | **COMMENTS** |
| 1,679 | 293 |
| **SUBSCRIBERS** | |
| 175 | |

*The Airport in the 1980s*

What are the three (3) strongest assets in College Park?

Airport

4 months ago 82 Agree

The home town feel is a great asset.

4 months ago 66 Agree

Main Street

4 months ago 47 Agree

Friendly people

4 months ago 40 Agree

GICC

4 months ago 33 Agree

Walkable neighborhood

4 months ago 1 Agree

Growth Potential

one month ago

Need more decent affordable housing for low income residents who work in College Park

one month ago

I would like to discuss actual date timelines

one month ago

Libraries

one month ago

business / residential Blend

one month ago

Location

2 months ago

N/A

2 months ago

The endless possibilities for resetting the economic and environmental footprint for what a 21st century city can be for citizens and tourists alike.

2 months ago

Close to work~

2 months ago

The strongest asset in College Park is its people.

2 months ago

Proximity to downtown

3 months ago

Proximity to downtown and great highway access

3 months ago

SURVEY RESPONSES

# SURVEY RESPONSES

MARTA

3 months ago

Great municipal income for a small town

3 months ago

Parking near Main Street

3 months ago

The development potential of Main Street and Virginia Aves.

3 months ago

The potential of 6 West!

3 months ago

The infill lots near the Marta station and along Princeton Ave.

3 months ago

ITP!

3 months ago

the form compelled me to put something here

3 months ago

Ease of getting to necessities. (I.e. not a lot of traffic)

3 months ago

Recreation Departments and playgrounds

3 months ago

The historic district

3 months ago

Mix of housing, tree lined streets, nice people

3 months ago

Mix of housing

3 months ago

I would love for Main St. to be an asset but I feel there aren't enough places to gather at this time.

3 months ago

College Park has a small town feel, while offering everything of a big city,.

4 months ago

Low cost of living/housing.

4 months ago

Close proximity to Atlanta. Easy accessibility. On the Marta train line.

4 months ago

Engaged neighborhood. Major transportation hub. Sense of community.

4 months ago

Six West potential

4 months ago

(relative) affordability

4 months ago

Woodward Academy

4 months ago

Inside the perimeter location/proximity to Atlanta.

4 months ago

Population

4 months ago

SURVEY RESPONSES

What are the three (3) primary challenges in College Park?

Lack of Quality Businesses, Public Education, Community Involvement/Input (This is getting much better since the change in Administration)

4 months ago 54 Agree

Need better food shopping options like Sprouts or Trader Joe's

4 months ago 46 Agree

Crime
Litter
Lack of funds

4 months ago 41 Agree

Marketing it's assets to potential developers (business and residential)

4 months ago 31 Agree

Dependency on airline industry
Crime
Slums

4 months ago 15 Agree

nothing to sa

one month ago

Lack of encouraging community involvement that actually makes a difference, improvement in oneself improves the community. I.E if people are encouraged in some type of way to avoid littering, they're less likely to litter.

one month ago

Public Education

2 months ago

Crime

2 months ago

Underperforming public school options

2 months ago

Nice plantings, public trash cans & pressure-washing Main Street sidewalks.
I wish we were able to attract many more businesses other than hair-salons.

2 months ago

Improvement to public school. The private school is one of the best in Georgia, but the public nearby is abysmal.

2 months ago

Much improvement most be done to Main Street building. Beautification, Building uniformity and more ways for visitors to have fun and be entertain.

2 months ago

Not addressing poverty and job skill development, like having a publicly funded technical college

2 months ago

Not using hotel tax for community infrastructure that benefits those who live here.

2 months ago

Trash on Old National

3 months ago

Lack of higher end development in downtown area

3 months ago

Poverty/equity socially and for schools, low home ownership

3 months ago

Low percentage of homeowners and limited overall housing options for diverse lifestyles.

3 months ago

Trash, litter is horrible here, no nice trails and parks for dogs and teens

3 months ago

Schools are terrible

3 months ago

Lack of business diversity
Lack of quality public education
Lack of affordable housing

3 months ago

F rated public schools
Frequent power outages/surges & horrible utility billing
High property taxes vs surrounding areas

3 months ago

Dependence on hotel motel rental car tax

3 months ago

No central vision of WHAT College Park is.

3 months ago

The INCLUSION of Apartment living residents having the ability to PURCHASE homes IN College Park and how MARKET RATES are about to PHASE OUT the heartbeat of College Park.... RENTERS and LOW INCOME RESIDENTS!!!

3 months ago

The rising cost of homes

Lack of affordable homes

Lack of community policing

3 months ago

Active involvement of CP to impact Fulton County Schools

Lack of beautification/development/walkability of Virginia Avenue

Regulation of new home builders in the city

3 months ago

Lack of good shopping (bit of a food desert), crime and the perception of crime, we need more full-time resident (population growth) including affordable housing

3 months ago

SURVEY RESPONSES

College Park had quality business and public input before the current Administration. With that being said, the city depended on airport revenue because of the purchase of land. Land that surrounded the airport became hotels, motels and car rentals, that have grown today,.

4 months ago

Good public schools. Small business. Appropriate housing options.

4 months ago

SURVEY RESPONSES

What are three (3) words or phrases that you would use to describe College Park to someone who had never been there?

Southern Hospitality
Diverse
On the Rise

4 months ago 61 Agree

Friendly. Centrally located. Improving.

4 months ago 40 Agree

Cozy

4 months ago 20 Agree

Proximity to Woodward Academy

4 months ago 16 Agree

Affordable

4 months ago 16 Agree

## SURVEY RESPONSES

international hub
Hometown
Trail Blazing

one month ago

Potential. Proximity. Possibilities.

2 months ago

Public transit and walking options

2 months ago

Convenient

2 months ago

No traffic

2 months ago

Small town in a big city
Convenient to everything ATL
Up and Coming

3 months ago

Quiet

3 months ago

Proximity to Atlanta

3 months ago

Heartbeat of Atlanta

3 months ago

On the rise / tremendous potential, neighborhood feel, room for development

3 months ago

A diamond in the rough. A great investment.

4 months ago

Home Town, Neighborly, involved

4 months ago

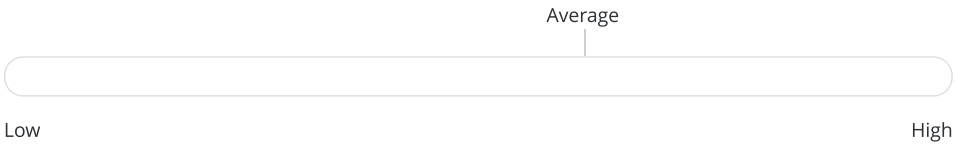
Dangerous
Transient
Struggling

4 months ago

Love the history of CP

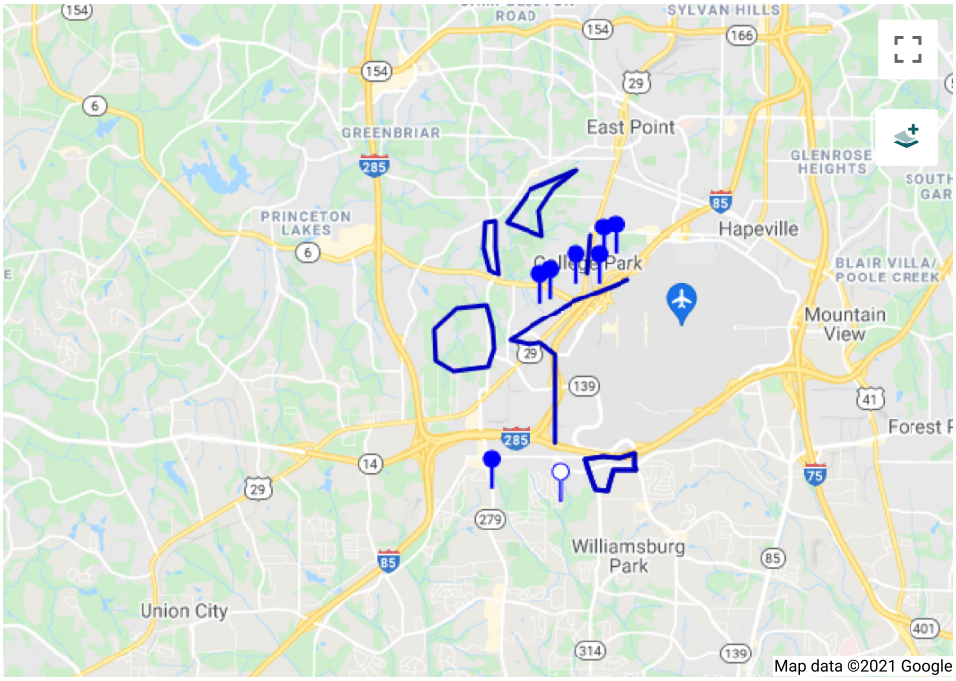
4 months ago

Quality of life is defined as the standard of health, comfort, and happiness experienced by an individual or group. How would you rate the quality of life that you experience in College Park?




SURVEY RESPONSES

Which culturally or historically significant buildings or sites do you feel are most important to the community? Are there any that you feel are in danger of being lost or altered?




SURVEY RESPONSES

As a historic preservationist, I think the City needs to create local districts very much like Atlanta that will have a strong regulatory oversight in the significant historical areas. The mid-century houses on Herchel Road are also historically signfifcant. We have to take control over maintaining those houses as we do all of the houses in the historic area.

4 months ago 10 Agree

The camp creek Bradey Trail is such and asset but it is over grown and not kept up well. I would love to see the continuation of work done on the space beyond the golf course up to Herschel Rd. and it would be great to have either a long stairway or hanging bridge from Parkview Drive over to fairway. The community is totally missing out on both sides by not connecting these. Can we apply for a GA Forestry "Controlled Burn" or something of that nature to reveal and reclaim that area of the creek? Maybe add some simple benches or an adult workout area as well as a picnic shelter or two. It's a beautiful spot to watch the planes come in and feel like you are very much in nature.

3 months ago 4 Agree

I couldn't draw a line but I think the area from Washington to the west and to Harrison to the East and north of Virginia Ave is amazing. The area south of Virginia, east of Main Street, and north of downtown is dripping with potential. Downtown is still very much a work in progress and needs more compelling stuff to attract people

3 months ago 4 Agree

Woman's Club

2 months ago 2 Agree

College Park Woman's Club building (Camellia Hall) is 93 years old. It is totally supported by members but could use some help.

4 months ago 2 Agree

Ward four has some beautiful homes that could be classified as historic homes. Is it possible that we could look into it?

2 months ago 1 Agree

The many structures that make up Hartsfield-Jackson airport.

2 months ago 1 Agree

Why is this school not more of a resource? Auditorium and general location are great assets to the city.

3 months ago 1 Agree

Important asset to the community and an integral resource for helping to enhance the wellbeing of CP children. There is also an opportunity to take a more holistic approach to leveraging the school for more community-building events and initiatives.

3 months ago 1 Agree

No, I am not aware.

3 months ago 1 Agree

Many historic homes are being lost to new development. We should prevent the demolition of historic structures. Continuing to lose these historic homes detracts

one month ago

Libraries, Main St and the bike trail behind Sullivan Rd. It would be nice to expand the bike trail.

one month ago

Historic barber shop building, the last remnant of the once thriving community displaced due to airport noise concerns.

2 months ago

Phoenix Boulevard offices and professional buildings, often overlooked in commentary about the city's businesses.

2 months ago

Mid-century homes, historically important due to residency of many city and regional leaders.

2 months ago

Mid-century modern homes along Herschel Road.

2 months ago

Former Masonic Temple -- now sadly used by Public Works, but a stunning building of stone and marble. A treasure.

2 months ago

Historic Golf Course Log Structure

2 months ago

We pride ourselves in having architecture from every decade. That seems to have stopped in the 80s. It would be nice to allow modern architecture to show our architectural diversity.

2 months ago

Main Street should always be preserved and presented in its best light

2 months ago

The old Richway/Target. A lot of goodness could happen here with some innovative thinking and strategic planning.

3 months ago

SURVEY RESPONSES

A lot of great programming happens here.

3 months ago

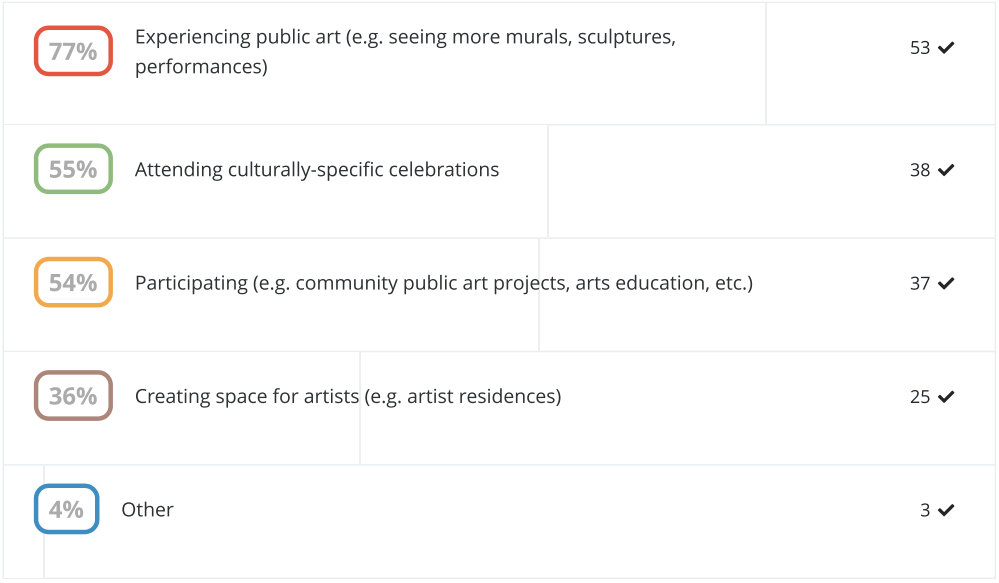
Former site of Lottie Miller Homes, Black Businesses, College View Cemetery, next to Mt. Calvary Baptist Church.
Black churches such Friendship, Mt Zion, Laster Chapel and Shiloh Baptist. Dr. Otis McCree office on Harvard Ave, the Housing Authority now sits on.

4 months ago

Continue to improve the College Park Transit Station and beautify the First Apostolic Church International. Can the minister's picture be removed and replaced with a nice sign?

4 months ago

If College Park pursued an arts and culture program, what would you be interested in?




69 Respondents

## Poll Questions 'Other' Responses:

Seeing different temporary exhibits, visiting a festival

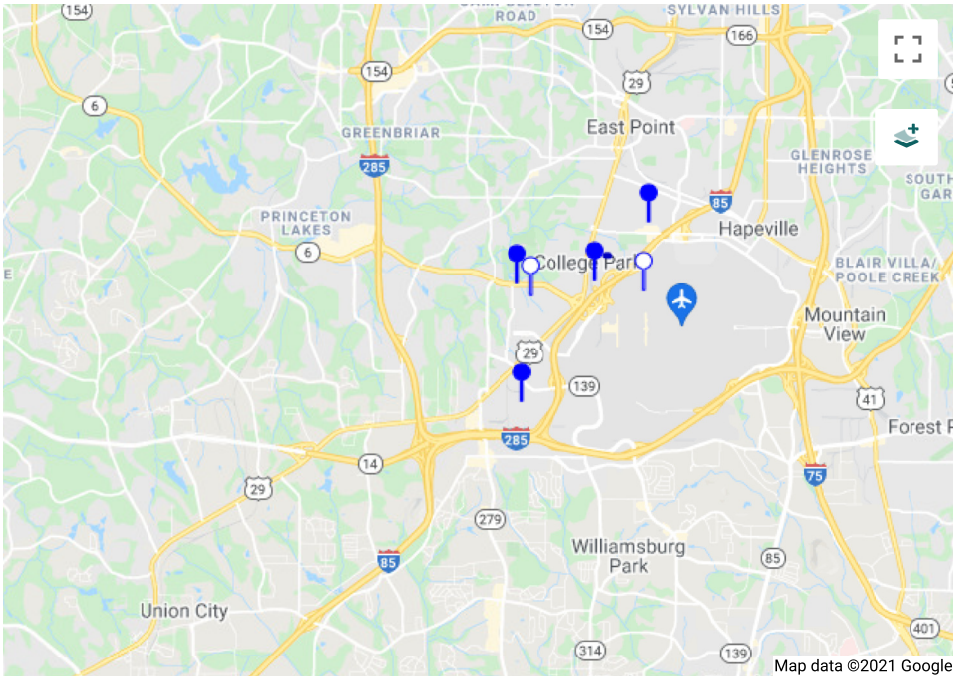
3 months ago

Creating Opportunities for artists (i.e. producing plays, filming indy movies, etc)

3 months ago

SURVEY RESPONSES

What are the most significant natural and environmental resources in the area? Are there any that you feel are in danger of being lost or altered?




# SURVEY RESPONSES

We should create more green spaces on underutilized areas and connect them so we can have a strong walkable areas.

4 months ago

18 Agree

I agree with Susan and mentioned the Brady Trail area above. Cleaning up and connecting the assets we already have would go a long way. Better signage to direct community member to these assets too would be helpful. Ex: Brady Nature Trail this way/ Community Swimming Pool and Splash Pad this way/ Etc.

3 months ago

4 Agree

I think the Flint River origin area could be an amazing park and asset. We should do our best to keep the amazing trees all over out city, and add a network of walking and bike trails.

3 months ago

4 Agree

A bike trail or walking trail from main st. to Camp Creek mall

3 months ago

2 Agree

It would be nice to have the fence finished along Virginia Ave beside the cemetery. Columns have always been there, but it looks unfinished. It would make that corridor more appealing.

2 months ago

1 Agree

Not good at drawing lines... I think we need many more walking and biking paths. We should partner with East Point and build a path that can connect up the the south portion of the Beltline near White Street.

one month ago

The Flint River — we need to move ahead with collaborative projects on Willingham, the Delta site and another areas in College Park.

Camp Creek - concerned about pollution due to development in the area.

Air Quality throughout the city.

Extremely concerned about the capricious way people are allowed to cut down century trees in the city. We need stronger construction and tree guidelines. Six West has real potential to negatively impacted our environment if construction quality principals are not in place and/or not enforced. For example, is there a plan for displaced wildlife — everything from deer to rats are going to be a major issue. Soil runoff continues to be a problem even on small construction projects. I'm really concerned will silt control at Six West and other size-able developments.

2 months ago

Tree Canopy

2 months ago

In North Fulton Sandy Springs area they have this lovely Abernathy Greenway Park/Area right along Abernathy and I feel this can be done somewhere along Camp Creek Pkwy. It's a narrow park and I've always thought we had the potential to do that here.

2 months ago

This abandoned area should be developed into a 2-year community college / technical college with a multi-use (10-foot wide) path along Roosevelt / railroad line connecting it to the MARTA station.

2 months ago

Brady Trail. Need a controlled burn along the stream to eradicate the kudzu.

2 months ago

ALSO... Brenningham Park??? I live beside it and didn't know it was there. Please connect, direct, and point out these assets.

3 months ago

Potential pocket park and stream "daylighting". Higher possibility if nearby residential growth continues.

4 months ago

A great place to walk and exercise. Please continue to keep it and take of it.

4 months ago

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As an city amenity), much like Beth Page Black in New York. Golf Courses are expensive to run & maintain, but the incremental revenues from the Course, Local Restaurants, Hotels and Gas Stations would be advantageous to the City. The City needs to find a Golf Course Management Company to take over and run the course and help with the costs for improvements. JMO

4 months ago

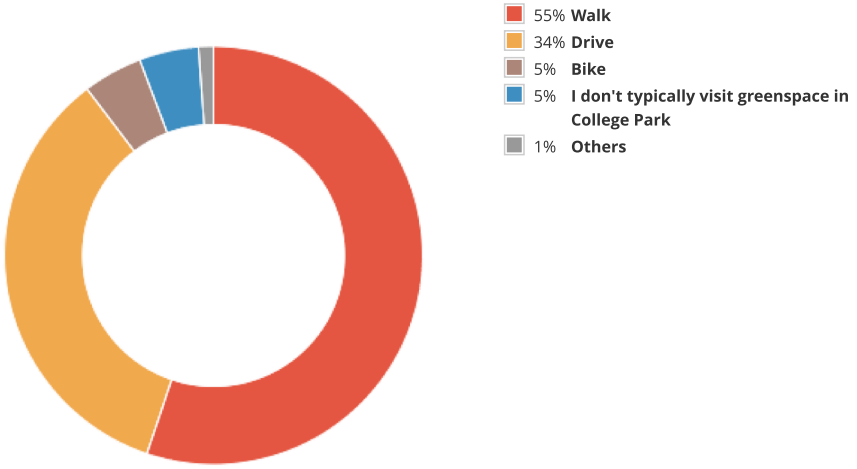
# SURVEY RESPONSES

Which of the following greenspaces do you use most often?

| | | |
|---|---|---|
| 75% | Barrett Park | 42 ✓ |
| 30% | College Park Municipal Golf Course | 17 ✓ |
| 27% | Zupp Park | 15 ✓ |
| 20% | Bill Evans Field | 11 ✓ |
| 11% | Charles E. Phillips Esquire Park | 6 ✓ |
| 11% | College Park Cemetery | 6 ✓ |
| 9% | I typically use greenspaces outside the city because... | 5 ✓ |
| 2% | Brenningham Park | 1 ✓ |
| 0% | Brannon Memorial Park | 0 ✓ |
| 0% | College Park View Cemetery | 0 ✓ |

56 Respondents

When you visit greenspace in College Park, how do you typically get there?




87 respondents

Are there any challenges you face traveling to greenspaces in College Park?

| | | |
|---|---|---|
| 78% | Poor sidewalk conditions/connections | 43 ✔ |
| 27% | Safety | 15 ✔ |
| 20% | Distance | 11 ✔ |
| 5% | Other | 3 ✔ |
| 4% | Lack of reliable transportation | 2 ✔ |

55 Respondents

# SURVEY RESPONSES

College Park is one of few cities that owns and operates a golf course. How do you envision the future of this space?

I agree with people who are saying that the golf course needs additional development. I am in favor of adding 9 additional holes or a tennis court. I also would like to see a clubhouse that is event quality built as another option for event space in the area.

4 months ago 24 Agree

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As an city amenity), much like Beth Page Black in New York. In addition to the additional 9 holes and obvious course improvements, a "State of the Art" practice facility would not only add to the draw, but would also be critical in introducing the game of golf to local youths and older non-players. This not only is an investment in the youth of College Park, but also an investment in preserving the "Game of Golf" for future generations!
Golf Courses are expensive to run & maintain, but the incremental revenues from the Course, Local Restaurants, Hotels and Gas Stations would be advantageous to the City. The City needs to find a Golf Course Management Company to take over and run the course and help with the costs for improvements. JMO

I would absolutely NOT BE IN FAVOR of "Top Golf" type facility of any kind.

4 months ago 24 Agree

Ideally, I would love to see it developed into a golf and tennis facility with a proper clubhouse. If they are going to keep it as a 9-hole course there should be room for a tennis facility as well. There should also be easy access for the hotels that are next to the GICC.

4 months ago 17 Agree

If not a Top Golf, there needs to be something there for non golfers. Restaurant? Like a 19th Hole Grill or something.

4 months ago 14 Agree

I don't play golf, so...

4 months ago 8 Agree

This historic golf course is one that I love. It's convenient and well-kept. The management turnover hasn't necessarily kept it from being improved over the last couple of years and the changes have all been positive. I would love to see the expansion of the course to 18 holes. There has been talk, off and on, over the last 15 - 20 years of expansion, but nothing has come to fruition. There has also been talk of a hotel the property, and as of late, plans to add a Top Golf facility. I love these ideas, but until something is announced, they are just ideas. Just don't close the course because there are many locals that depend on it for recreation.

2 months ago

Support the golf course financially with staff, equipment and restaurant to provide a state of the art course to help bring people visiting to the course.

2 months ago

Develop as nine-hole adjunct for travel visitors and locals. Focus on developing the venue attributes.

2 months ago

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As an city amenity), much like Beth Page Black in New York.

2 months ago

SURVEY RESPONSES

SURVEY RESPONSES

Huge asset. Expand clubhouse and add additional 9 holes.

3 months ago

If it is under utilized why not redevelop it into an actual pool, tennis court, soccer field, etc area? Golf courses require a lot of maintenance for the use of only a small subset of people.

3 months ago

I think the clubhouse is a big disappointment. You can't even fit 2 tables full of people in it. We need a proper clubhouse w restaurant inside, swim/tennis, discounted memberships for residents, after school classes like The First Tee.
Include those who would just want to enjoy meetings/meals/amenities at The Clubhouse without golfing.

It should have restaurant, meeting spaces, golf shop. HOA/Sorority/Frat mtngs = income stream, also small corporate meetings and small biz business meals, etc. 9 holes is fine, just re-engineer it and make it reversible. Residents should be able to drive golf carts from nearby homes along 6West Perimeter, trails/paths so we can enjoy what is to come without having to drive cars. Residents are the VIPs, not straw men you're courting from the Airport. Make it so a family in HCP can hop in a golf court and get to the course/clubhouse/6 West via expanded/cared for Brady Trail and paths.

3 months ago

Improve the Clubhouse and marketing. Create world-class event space and market to GICC conferences and in Delta Magazine. NO TOP GOLF!! But, a restaurant for non-golfers or something unique would be great.

3 months ago

NO TOP GOLF, PLEASE. Venue Space and a GOOD Restaurant/ Bistro with great wine selections and the best sunset in town to attract event the non golfers!

3 months ago

The golf course should be developed to include tennis and it be a training facility for Golf and tennis. No additional holes.

3 months ago

Instead of building houses on the golf course there should be facilities that are affordable and inclusive e.g. a clubhouse, day spa, tennis court, restaurant(s), pool(s) etc.

3 months ago

Model the golf course after Wolf Creek. Offer individual, family and business memberships with discounted rates for residents of CP. Offer lessons and clinics. Spruce up the club house. Make it a destination, but not a "club" like Top Golf.

3 months ago

Offer golfing clinics for beginners, children and at zhe beginning of gold season. Spruce up the club house. I go to John A White Park in Atlanta for lessons and clinics. Rebrand it as a golf club. Offer memberships. Make it a family destination and attractive to corporations. Model it after Wolf Creek.

3 months ago

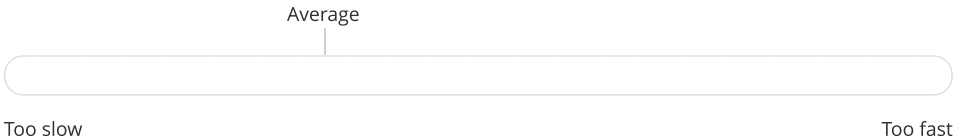
Nicer clubhouse. Driving range. Better marketing.

3 months ago

Zone and develop areas around the course for Hotel use. Having a decent golf course in walking distance of where you stay and marketing it could be good for this city.

4 months ago

How would you characterize the pace of development in College Park in recent years?




I think the development of 6West has been a little frustrating because (until recently) it seems to be happening in fits and starts. When I look at the kind of commercial development that is happening in similar sized inside-the-perimeter towns like Doraville and Chamblee, I feel like there are some best practices that they've done that leadership in College Park could learn from.

4 months ago 11 Agree

Pretty much "Non-Existent"

4 months ago 6 Agree

Extremely slow. Lack of communication of progress.

3 months ago 5 Agree

There's a pace of development in College Park?

4 months ago 4 Agree

So slow. Hapeville and Eastpoint are blowing past us.

3 months ago 2 Agree

The pandemic hasn't helped of course. Over the last 10 years my view is residential real estate has done and is doing well. We need more high density residential near downtown like the church is starting. We need a larger population to attract more retail and commercial. Six West has amazing potential esprit we add in some unique elements like trails, golf, greenspace, and direct tie and link to downtown and not build yet another simple mixed use development like seen all over metro Atlanta etc.

3 months ago 2 Agree

Lots of talk. Minimal action. Lack of follow up to previously discussed issues. I want to see action. Tired of surveys and discussions that go nowhere.

2 months ago 1 Agree

FAR TOO SLOW. Let's get a move on, folks. We talk developments to death.

3 months ago 1 Agree

Frustrating and too slow!!!!!! What is the hold up?

3 months ago 1 Agree

I am watching what's happening in Hapeville and East Point. As a part of Tri-Cities I'd like to see CP on pace and actively partnering on economic development.

3 months ago 1 Agree

Always wondered why CP development is so slow considering the airport revenue the city gets. Something is wrong with CP's development plan. No way we should see some many issues in the city.

3 months ago 1 Agree

Hurry up and wait... A 22 year perspective!

2 months ago

SURVEY RESPONSES

I feel that the pace has been steady. However, I feel that there have been set backs due to the contract/contractors selection. Not sure what the vetting process looks like but that decision making has stagnated the progression and caused deficits.

2 months ago

Growth for development is increasing compared to the past history.

2 months ago

I hate to compare us to Hapeville, but I will.
College Park's growth is sporadic. The Brake Pad, for some reason seems to be the only surviving business. Hopefully this is changing. Hapeville is quickly surpassing our appeal. WONDERFUL to have MARTA here. Just wish things could move a bit faster in our College Park.

2 months ago

Perfect

3 months ago

I believe the pace is just right. Development does not happen overnight.

3 months ago

Slow

3 months ago

Increasing

3 months ago

Not here long enough to say.

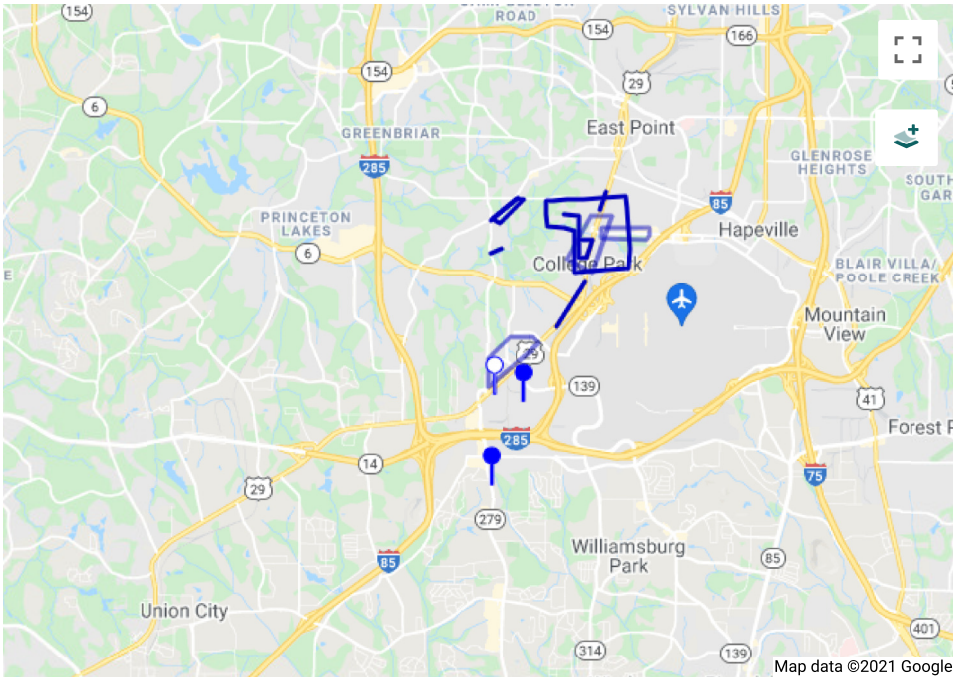
3 months ago

To slow

3 months ago

## SURVEY RESPONSES

Where would you like to see future development focused?




# SURVEY RESPONSES

The land ear-marked for "Airport City" is great and will be a welcomed use of this space, but my fear is that "Main-Street" will be on the outside and will be forgotten. "Main Street", it's history and businesses need to be highlighted and elevated...after all it is "The Gateway" to the City of Atlanta. It simply cannot be a causality of progress (Six West).

4 months ago — 17 Agree

Build up Main Street in its entirety.

4 months ago — 9 Agree

I think they need to develop the southern part of Main St. from the old Urban Foodie Feed Store location down to the Dairy Queen, just past the GICC.

4 months ago — 9 Agree

6West, connect Northern and Southern CP via Herschel/Old Nat corridor development. Move the garbage trucks and ugly fill dirt areas along Harvard to somewhere less visible. More live/work near Main St

3 months ago — 2 Agree

We need to continue to develop Main st and maximize our Golf course venue

3 months ago — 2 Agree

Main St. is TOO NARROW. It would be great to see the street widened for traffic and include sidewalks all the way from East Point to Camp Creek (thru downtown)

2 months ago — 1 Agree

Main Street and Six West MUST be connected in a logical, easy manner with the GICC area & hotels. Otherwise, we're doomed. I think a bowling alley would be a great draw to College Park!~

2 months ago — 1 Agree

Mercer and Main Street

3 months ago — 1 Agree

I can't draw a line but...Six West and Downtown (one continuous area). More dense residential with a mix of price ranges including affordable especially north of downtown and south of Virginia. Marta really needs to refresh the CP Station! The Virginia Avenue corridor needs major help and restoration, too, and last more parking on Main near the Brake Pad and Subway.

3 months ago

1 Agree

I'd like to see some focus on developing the southern end of Main St. from the old location of the Urban Foodie Feed Store down to Dairy Queen restaurant, just below the GICC.

4 months ago

1 Agree

Safe, pedestrian-friendly SIDEWALKS, CROSSWALKS, & beautification of West Rugby @Washington Road!

2 months ago

Away from established neighborhoods. Along major roads.

2 months ago

The area around Barrett Park and Main st. is growing and could benefit from development of business and more variety of restaurants and entertainment.

2 months ago

This abandoned area between Charles Phillips Park and Roosevelt / Main Street should be made into a 2-year community college / tech college

2 months ago

Need more stuff off Main- the Main street stuff isn't really my favorite anyway- no bakery, no cafe, very limited outdoor dining

3 months ago

Great opportunity to bring an impactful development to this area of CP.

3 months ago

6 West needs to be developed, but with a smart plan that doesn't change the things we love about College Park. The infills lots on Princeton, across from the FAA need to be sold and developed. Same for any infill lots outside of 6 West. Main Street and Virginia Ave needs a major beautification overhaul and developed with businesses and services.

3 months ago

Great place to clean out the over grown creek area and build out park with possibly a secured dog park and brew business like "Fetch Park" on Decatur Street- Spacious off-leash dog park with an open-air bar offering cocktails, beer, wine & shaded seating.

3 months ago

SIDEWALK PLEASE. BIG, safe and on the side of College Park.

3 months ago

Feels like a dead zone. Eager for the proposed development to take place there!

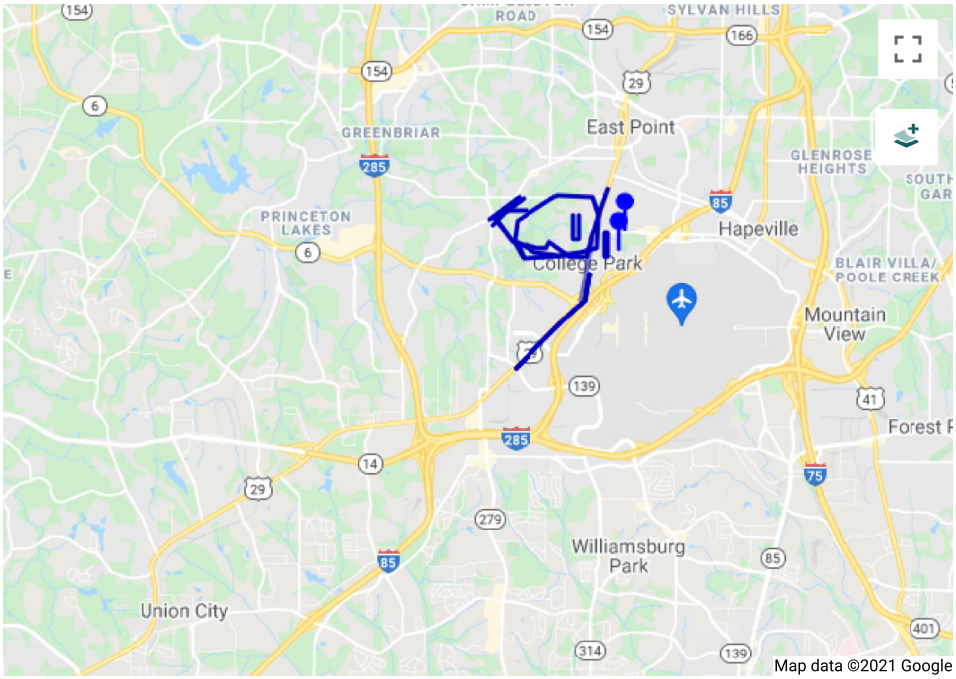
3 months ago

I'd love to see the city hall lawn and ALL the Rec facilities better tied into the community with a better bike/walking path/ improved sidewalks and signage.

3 months ago

SURVEY RESPONSES

Are there any locations in the City that you feel are particularly dangerous for pedestrians or bicyclists?




SURVEY RESPONSES

There is a lack of connectivity between trails. No sidewalks on Rugby Ave or Washington Rd.

3 months ago 14 Agree

We should massively invest in combo bike/walking trails — make this a signature feature of CP!!! All over, interconnected, everywhere. This brings people out and together, and we see it can foster development and investment!! Long term vision needs to be to connect to a East Point and thereby connect to the Beltway. Let's lead the Southside! Huge potential.

3 months ago 9 Agree

Main Street (HWY29)...while it is used frequently by Bicyclists it is terrifyingly dangerous due to volume of traffic and blatant disregard for traffic laws. (Speeding, Running Lights & Stop Signs)

4 months ago 9 Agree

Because of high traffic volume on Main Street, pedestrian walkways should be provided. If possible limit the flow of traffic during the day, making Main Street a pedestrian free zone during certain hours, provide parking spaces.

4 months ago 5 Agree

Godby Rd. and Old National are dangerous for anyone at night.

4 months ago 5 Agree

College Street is a main thoroughfare for pedestrian/cycling traffic to access the Conley Rec Center, Park & sports fields, the Library, City Hall, Police & Fire Stations, etc, but sidewalks along this important road have never been completed. Can they be completed, at least on ONE side of the road? Pedestrians are forced to walk in the street.

2 months ago 2 Agree

Fairway really not wide enough for cycling

3 months ago 2 Agree

Pedestrians and Bicyclists have no idea where to go. Create a connectivity map, creatively paint a trail, keep it clean, provide benches, trashcans, and signage along the way to promote positive, healthy, movement in CP.

3 months ago 2 Agree

I see people walking up and down Camp Creek from the top near GICC to the Market Place and there are NO SIDEWALKS for those pedestrians. The city updated the lanes and medians for traffic, but it's still not pedestrian safe. The traffic circle in the the Market Place causes severe issues and hardly anyone respects the rules of the circle. It's hard to access a lot of the shops which are very nice to have on this side of town.

2 months ago 1 Agree

All of Fairway from Washington toward Main St. Crossing the tracks from Main to E Main. Even driving the tracks, many don't know ppl coming over the tracks don't have a stop sign.

3 months ago 1 Agree

Main Street need bike lanes

3 months ago 1 Agree

There appears to be a total lack of urgency to address pedestrian safety on Rugy @Washinton Road and from Flowers & Harris on Rugby to Washington Road. The ONLY area of Rugby WITHOUT SIDEWALKS!

2 months ago

Main Street downtown traffic

2 months ago

Improve sidewalks or build nonexistent sidewalks. Improve city landscaping

2 months ago

Camp Creek Parkway itself, the corridor has so much potential with walking paths/bike paths along it

2 months ago

There should be a nice sleek bus shelter on the concrete pad already there at the corner of Main Street and Rugby Ave on the northbound side of Main Street.

2 months ago

There should be a nice sleek bus shelter on the concrete pad already there at the GICC entrance on the northbound side of Main Street.

2 months ago

There should be a 10-foot wide multi-use pathway along Roosevelt Hwy / Main St from Global Gateway Connector to the MARTA station.

2 months ago

There should be a 10-foot wide multi-use pathway on Fairway from Washington to Princeton.

2 months ago

There should be a multi-use pathway (10-foot wide) connecting Fairway to Rugby.

2 months ago

All of this section should have improved sidewalks like East Point's. There should be a multi-use path all the way to the Beltline.

2 months ago

SURVEY RESPONSES

The 12 parking spaces in this area are little-used and should be taken out. This area should be a wide commons / pedestrian / bicycle corridor. It is wide enough to have all and to be landscaped and made with brick pavers. This current "dead zone" should be made vibrant from Wayfield all the way to Princeton.

2 months ago

The lack of north/south sidewalks is insane.

3 months ago

WE NEED SIDEWALKS ON WASHINGTON

3 months ago

Why this isn't a promoted, designated Bike Trail, RIGHT NOW, astounds me.

3 months ago

Sidewalks and Sidewalk improvements needed for families to safely walk to rec facilities.

3 months ago

Please Finish this sidewalk.

3 months ago

PLEASE FINISH THIS SIDEWALK.

3 months ago

Sidewalk needed.

3 months ago

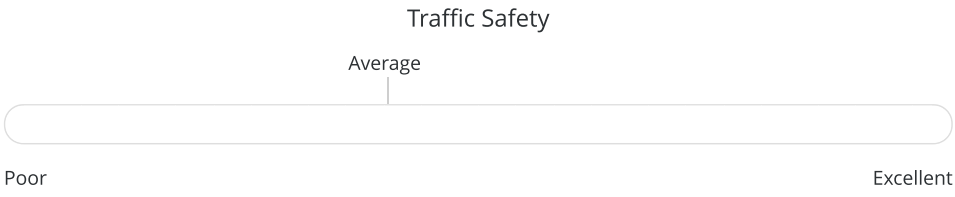
Move those telephone poles on the west side that lean into main street.

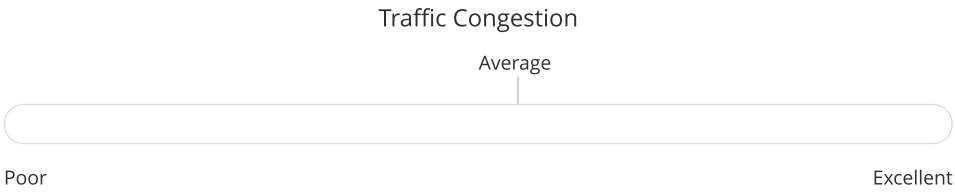
4 months ago

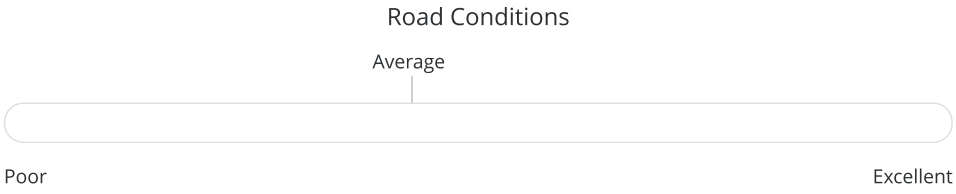
Crossing Main either direction

4 months ago

## SURVEY RESPONSES

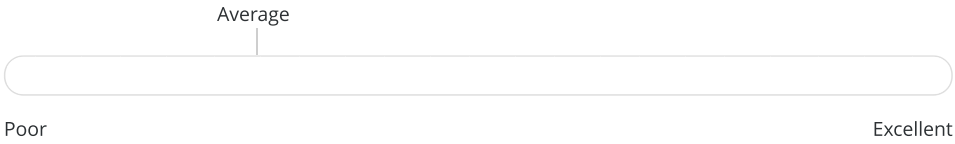


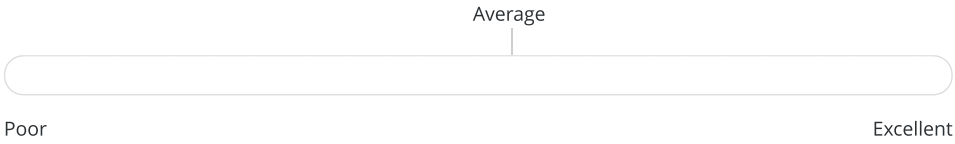



# SURVEY RESPONSES

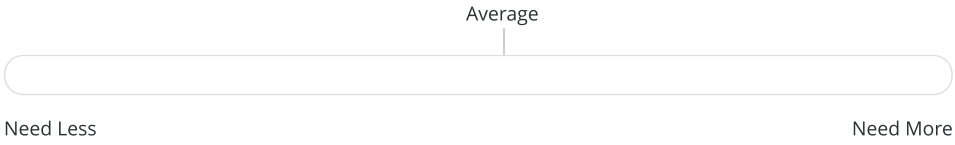
## Pedestrian and Bicyclist Safety



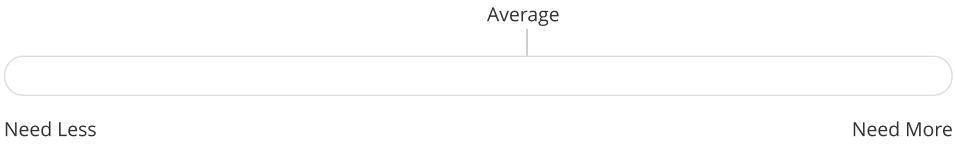

## Public Transportation



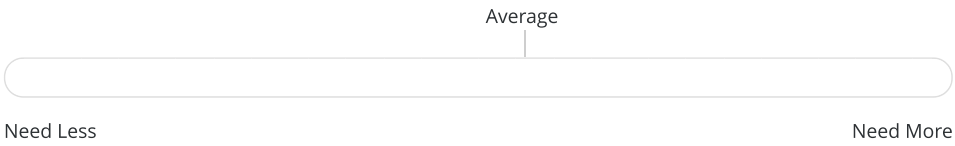

## Affordable Housing




## Senior Housing




## Density




## Mixed-Income Housing

## What kind of improvements should be considered to enhance downtown College Park?

I like that we are getting restaurants, but I also think we need other kinds of businesses as well (e.g., bike shop, bakery, etc.) to help draw people to the area. There is also going to have to be some thought given to how well Main St. (particularly between City Hall and Yale Ave.) can handle the increased volume of traffic.

4 months ago

33 Agree

Shut Down Main Street from Yale to Princeton to Vehicle Traffic. We could have "First Fridays"...First Friday of the Month the Shops & Restaurants could open their doors and spill out onto the sidewalks and have live music and dining. This creates a meeting spot for the community, while introducing them to the wonderful local businesses that are here in College Park. At the very least we need to do something with or eliminate the diagonal parking that is out front of the businesses currently. It's not regulated, there is overnight parking, double parking, u-turns being made in the middle of traffic. It's not being managed and is causing major traffic issues for residents and guests alike. Is that what we want as a "First Impression"??? I Certainly Do Not.

4 months ago

30 Agree

We definitely have a parking issue along Main St and any new development should take account of the current situation and improve upon it.

4 months ago

19 Agree

Better restaurant options, eliminate parking on Main St

4 months ago

15 Agree

Although we are getting more restaurants to come here, we still need more offering diverse food chooses. Maybe weill should have a restaurant week also.

4 months ago

13 Agree

Downtown needs a lot of help. If I had a magic wand.... eliminate all parking in downtown on Main St and build accessible lots in the back. Widen the sidewalks and have more plantings. And, have a traffic circle at Princeton and Main! And, make sure Six West and Downtown are one interconnected area and NOT two separate areas. We need a much greater variety of retail businesses. Not just restaurants but stores. And more variety on the types of cuisines in the restaurants! Ice cream!! Micro-brewery or craft beer bar! Sushi....

one month ago

Remove the diagonal parking; it's dangerous for motorists and pedestrians since hard to see.

one month ago

Would be great & attractive to have NICE condos or townhouses or lofts in DOWNTOWN CP, close to Main Street (Like in Hapeville, Brookhaven, Smyrna...) Higher-density upscale residences would drive the need for new shops & restaurants (and those grocery stores that everyone seems to want in CP). The appeal of proximity to the airport, Woodward, & Marta--- we need to use to the city's advantage. We CAN attract new professional residents who don't want to live in the crowded city of Atlanta!

2 months ago

Stop utilities surge in summer months

2 months ago

Clean the sewer drains so roaches stop coming up into peoples homes and clean up rat congregating areas. Spray for mosquitos in summer. Stop electric bill surge in May -August

2 months ago

Add shopping

2 months ago

SURVEY RESPONSES

There is no "parking issue." There is a "lazy" issue by complainers who don't want to walk a block from the nice public parking places the city has established.

2 months ago

Splash Pad

3 months ago

The downtown area has improved, but does not seem to have a plan other than to fill storefronts.

3 months ago

Eliminate parking on main st.

3 months ago

Parking along Main is near impossible. Would love to see the City buy the old shoe store and turn it into a parking garage w a fun look on the outside. Parking validated if you patronize a local business.

3 months ago

Create a safe, well lit, back alley, art and dining area off Main Street. Encourage more restaurants on the side streets, and moving away from Main Street towards 6 west development. These streets have more flexibility than the GDOT constrained Main Street. Parking Garage with a Nice Restaurant/ Entertainment rooftop like Ponce and food and small business spaces on the ground floor with outdoor dining/ playscape/ creative green space? It would be something fun for all those travelers to notice as their planes are landing too. Who needs to write their city's name on a bridge when you could have an exciting rooftop really spell it out in BIG, BOLD COLLEGE PARK letters?

3 months ago

Remove all parking from Main St and build paved and landscaped, and well lit parking lots behind Main.

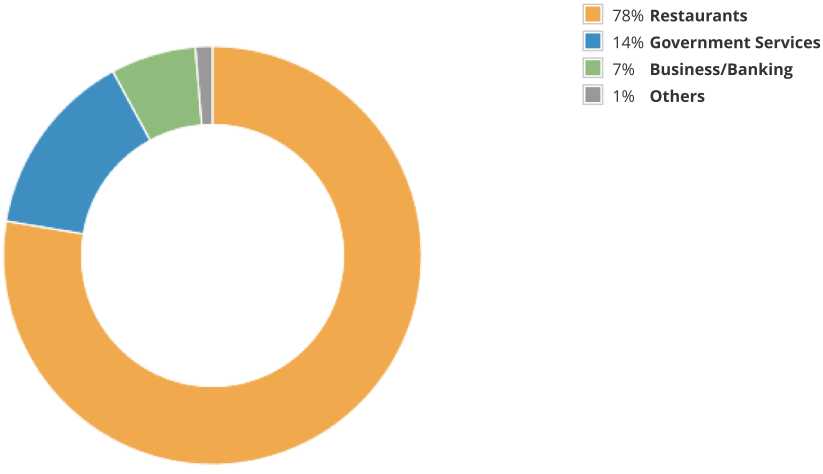
3 months ago

Need more people living near downtown. Take all parking off of Main Street for 3-4 blocks and build paved, landscaped, and well lit parking lots behind the Main Street. We need more than just restaurants, too!

3 months ago

## SURVEY RESPONSES

What is your primary reason for visiting downtown College Park?




76 respondents

Is there anything else that the City should prioritize in its policies and/or programs?

A food forest, outdoor concerts, food festival like Taste of College Park(?), food truck park or place for them to park once a week

4 months ago 26 Agree

Density of development and walkability.

4 months ago 24 Agree

Golf cart accessible like Hapeville

4 months ago 16 Agree

Taste of College Park sounds great. A Porchfest music event like Decatur has (modeled after Brooklyn's)

4 months ago 14 Agree

Work on incentives to slow employee turn over rates. Public safety is struggling to maintain standards.

4 months ago 14 Agree

Airport flyovers continue to be an issue...

2 months ago

Equity. Environment. Education. Quality construction. Transportation alternatives.

2 months ago

The City has done a much better job of maintaining/watering the planters at Rugby & Main, Virginia & Howell Slade... would be nice to see the same improvements in Downtown CP, along with keeping sidewalks clean (we may need more public garbage cans?)

2 months ago

Affordable home ownership options for lower income families

3 months ago

If we increase the types of stores and make it a great shopping area, a trolley between parking areas, a few points on Main Street, and the new development areas could increase the traffic between them and decrease the need for more parking on Main Street.

3 months ago

We need condos/market rate apartments walkable to Main St. Well lit, walkable streets. Able to drive from homes to Downtown via golf cart.

3 months ago

Food forest, community herb garden, free classes teaching people about growing their own food, encourage edible landscaping or “Yardens” and set up a food swap so if you grow a bunch of tomatoes, you can trade them for other veggies. Urban agriculture and sustainable, small-scale farming is important to help address not only food insecurity but also bring the community together.

3 months ago

Art, Culture, and Music Fests that encourage people to stay longer than 2 hours for dining. Family friendly, inclusive ideas. A Children's Museum is not hard to make a typically create a strong following. Grant Park has done a great job drawing people into it and out in their own neighborhood. What can we replicate apart from a zoo? Farmer's Market? Music in the Parks?

3 months ago

To employ pedicabs to transport people, promote restaurants, tourist and new development in the City of College Park. Provide face-level advertisement.

3 months ago

SURVEY RESPONSES

Sidewalks will help make the city more walkable and connected, this would cut down on having to drive everywhere. Having to drive to the track or park to run because your side of town does not have sidewalks for you to run safely is disheartening.

3 months ago

We need more residents, especially dense residential by downtown.

3 months ago

Porchfest would be incredibly fun!!! It's virtually free to the city and a super way to get to know our neighbors and bring others down south to see how amazing our community is!!
I believe our biggest issue with keeping and attracting restaurants is the employee turnover. Maybe we could offer a yearly city bonus or housing discount...something to keep good employees!

3 months ago

Green energy, should push for more options in apartments, older homes. College Park has always set pace of being first, why stop.

4 months ago

Create a workforce development program to train local youth and partner with local businesses. There is such opportunity in our area to make this a win-win situation.

4 months ago

Walking trails with beautiful outdoor sculptures and greenery. Possibly beautify an expansion of Main Street. Programs for apartment buildings to help them with funds to upgrade the buildings. If you explore urban agriculture or green infrastructure, please leverage schools to learn and engage, and support/create a supply chain or eco system that includes businesses of color.

4 months ago

## SURVEY RESPONSES

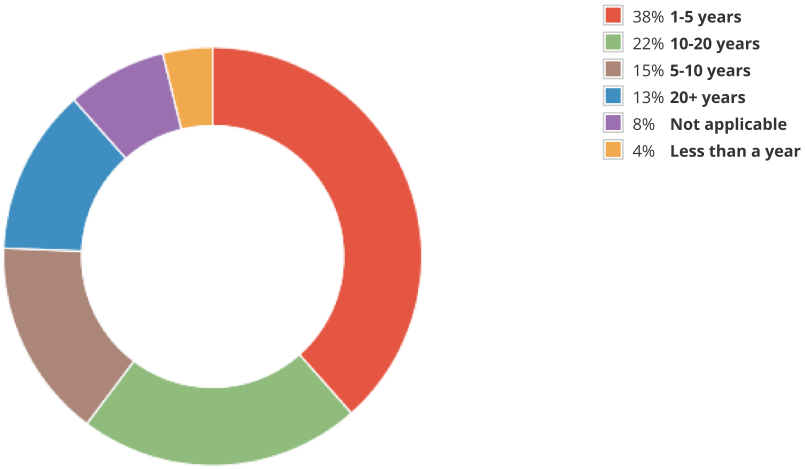
Which of the following apply to you?

| | | |
|---|---|---|
| 88% | I am a College Park resident. | 44 ✔ |
| 20% | I work in College Park. | 10 ✔ |
| 18% | I own a business in College Park. | 9 ✔ |
| 4% | Other | 2 ✔ |

50 Respondents

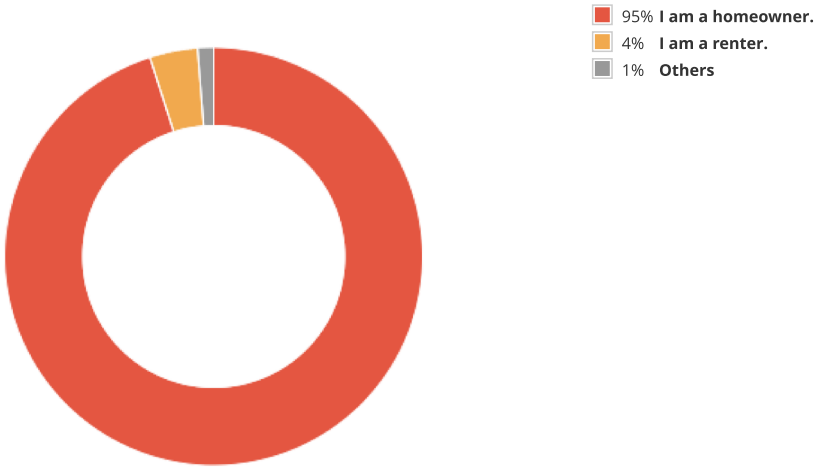
# SURVEY RESPONSES

How long have you lived in College Park?



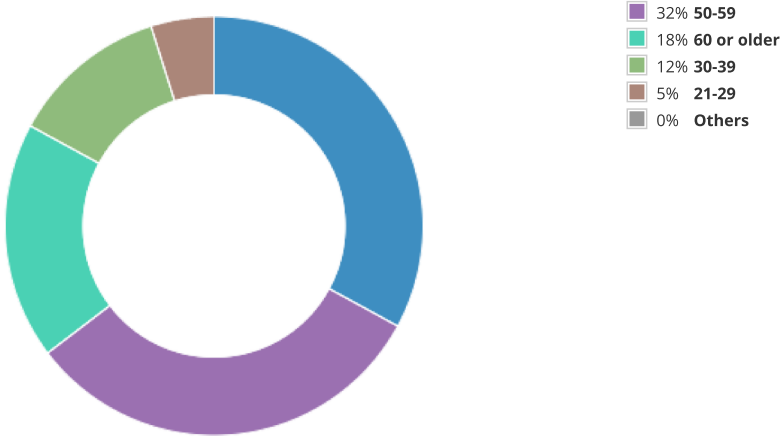

78 respondents

What best describes your housing status?




81 respondents

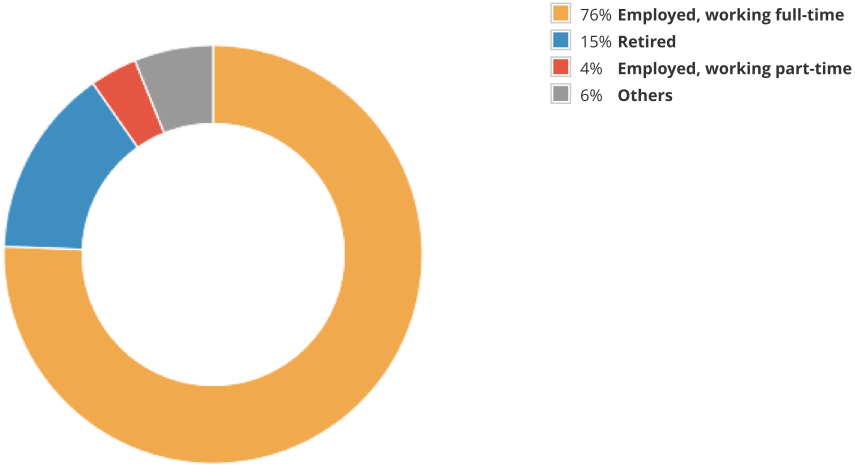
What is your age?




82 respondents

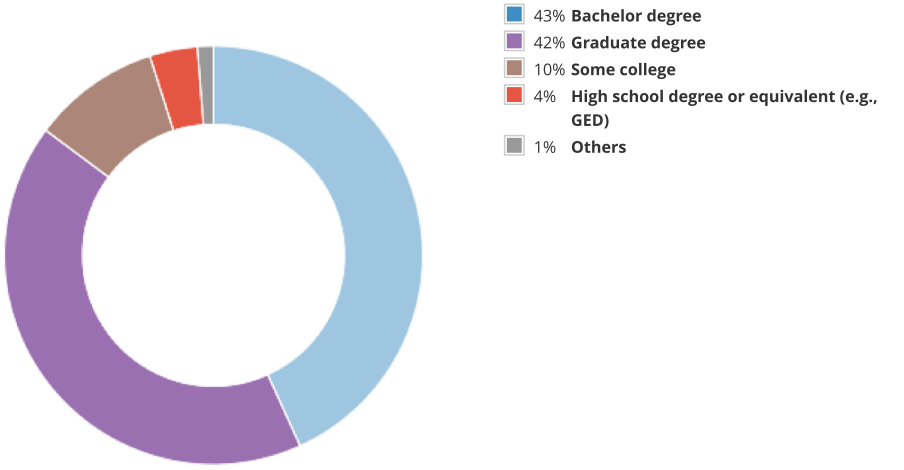
SURVEY RESPONSES

Which of the following categories best describes your employment status?



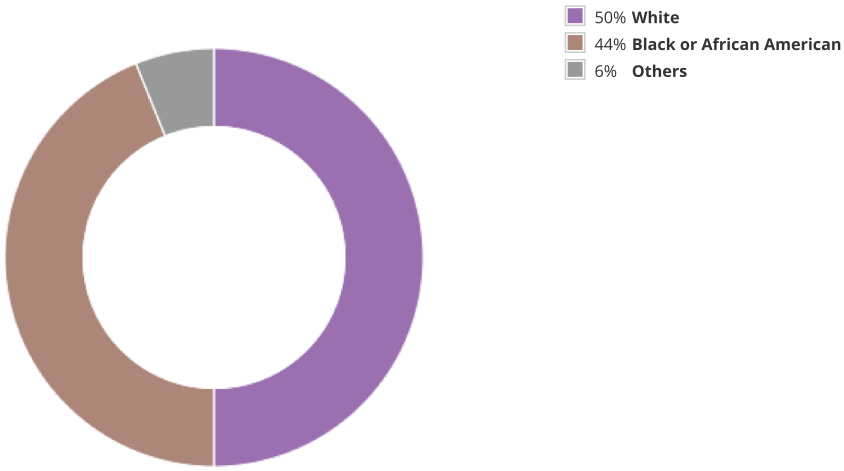

82 respondents

What is the highest level of school you have completed or the highest degree you have received?



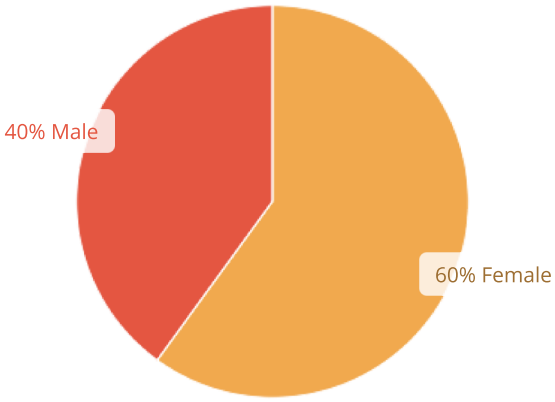

81 respondents

What race do you identify as?




82 respondents

What is your gender identity?




80 respondents

Comments: Steering Committee Meeting #1[Copy 1/13/2021]

Comments: Public Engagement Opportunity #1[Copy 1/13/2021]

Comments: College Park Comprehensive Plan Public Meeting

SURVEY RESPONSES

# TRANSPORTATION SUMMARY MAPS

The maps on the following pages illustrate transportation projects sourced from the SFCTP 5-year project list, ARC's Transportation Improvement Program (TIP), and trail projects from the AeroATL Greenway Plan. A full list of 5-year SFCTP projects for College Park appears after the summary maps.
The following maps have project ID labels that correspond with those listed in the table below.

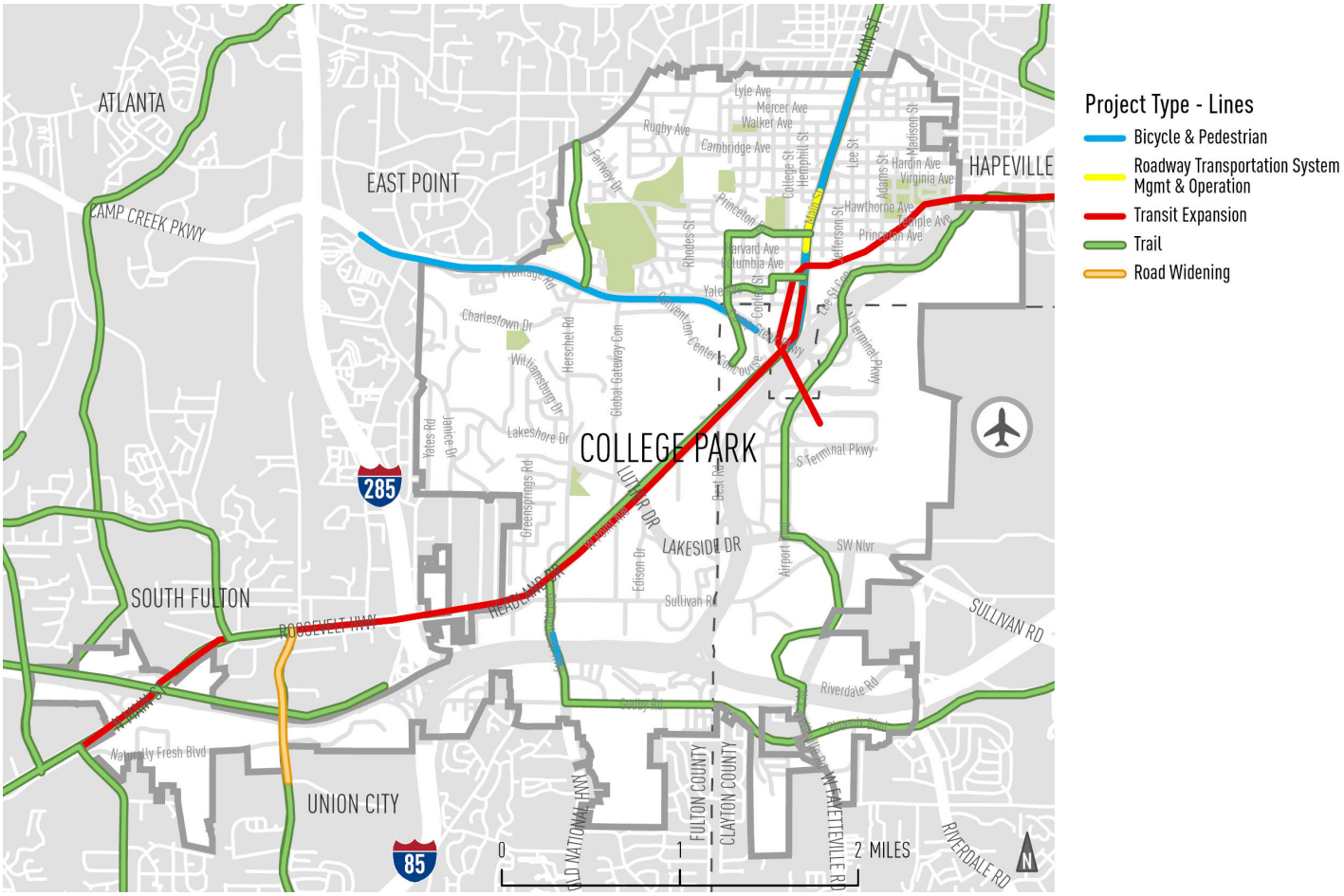
| ID | Project Type | Improvements | Plan Source | Location | Timeframe |
|---|---|---|---|---|---|
| 106 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | South Fulton CTP | SR 279/Old National Hwy | 5-year (2023-2027) |
| 107 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | South Fulton CTP | Sullivan Rd | 5-year (2023-2027) |
| 108 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | South Fulton CTP | Sullivan Rd | 5-year (2023-2027) |
| 163 | Transit Amenity Upgrades | Bicycle & pedestrian access improvement | South Fulton CTP | College Park MARTA station | 5-year (2023-2027) |
| 164 | Other | Wayfinding/Directional Signage Plan | South Fulton CTP | College Park MARTA station | 5-year (2023-2027) |
| 922 | Bridge rehabilitation | Bridge rehabilitation | South Fulton CTP | US 29/Main St | 5-year (2023-2027) |
| 1505 | Transit Amenity Upgrades | Bus Shelter | South Fulton CTP | | 5-year (2023-2027) |
| 2001 | Connected Vehicle Deployment | Connected Vehicle Deployment | South Fulton CTP | | 5-year (2023-2027) |
| 151 | Connected Vehicle Deployment | Connected Vehicle Deployment | South Fulton CTP | | 5-year (2023-2027) |
| 45 | Trail | Multi-use trail | South Fulton CTP | Airport City | 5-year (2023-2027) |
| 46 | Trail | Multi-use trail | South Fulton CTP | Hershel Rd | 5-year (2023-2027) |
| 95 | Transit Expansion | High capacity/rapid transit | South Fulton CTP | US 29/Roosevelt Hwy | 5-year (2023-2027) |
| 101 | Transit Expansion | New shuttle service | South Fulton CTP | Corporate Crescent Circulator | 5-year (2023-2027) |
| 15 | Trail | Multi-use trail | South Fulton CTP | SR 14/South Fulton Pkwy | 5-year (2023-2027) |
| 194 | Bicycle & Pedestrian | Pedestrian improvements | South Fulton CTP | SR 279/Old National Hwy | 5-year (2023-2027) |
| 170 | Bicycle & Pedestrian | Bicycle lanes | South Fulton CTP | US 29/Main St | 5-year (2023-2027) |
| 1116 | Bicycle & Pedestrian | Sidewalks | South Fulton CTP | SR 6/Camp Creek Pkwy | 5-year (2023-2027) |
| 1584 | Roadway Transportation System Management & Operation | Electric vehicle charging | South Fulton CTP | N/A | 5-year (2023-2027) |
| 1569 | Trail | Multi-use trail | South Fulton CTP | | 5-year (2023-2027) |

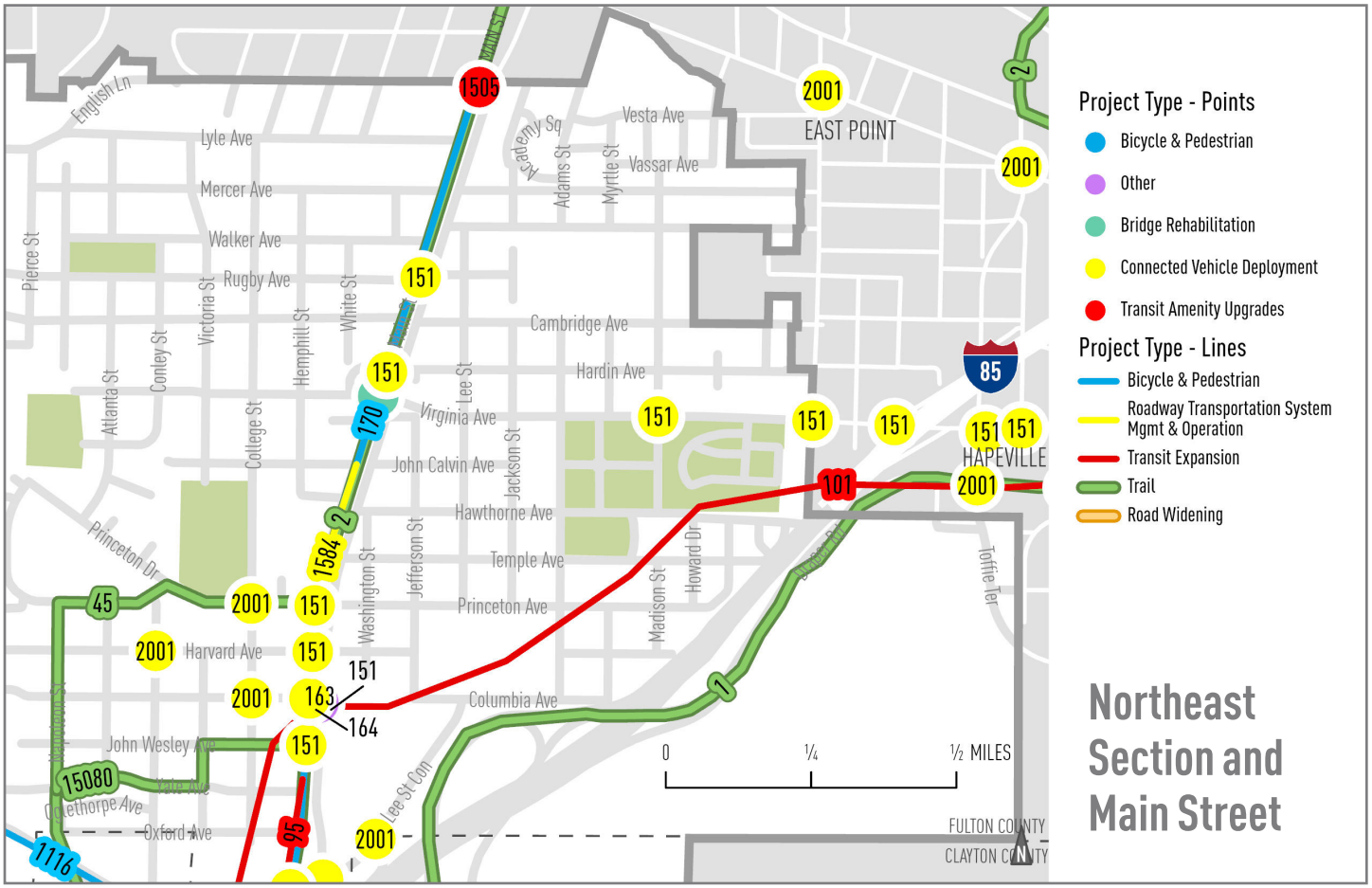
# TRANSPORTATION SUMMARY MAPS

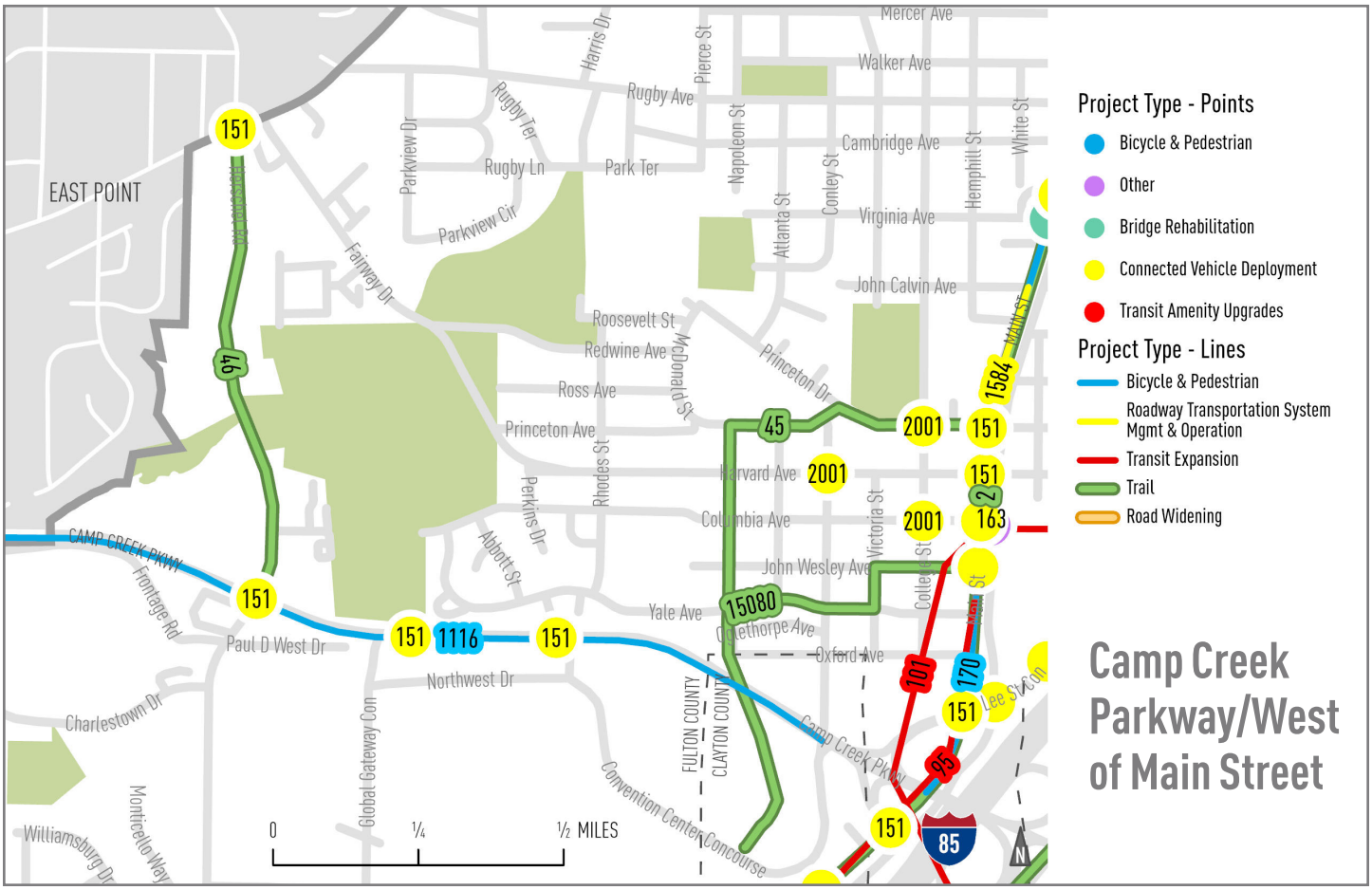
Table 1.

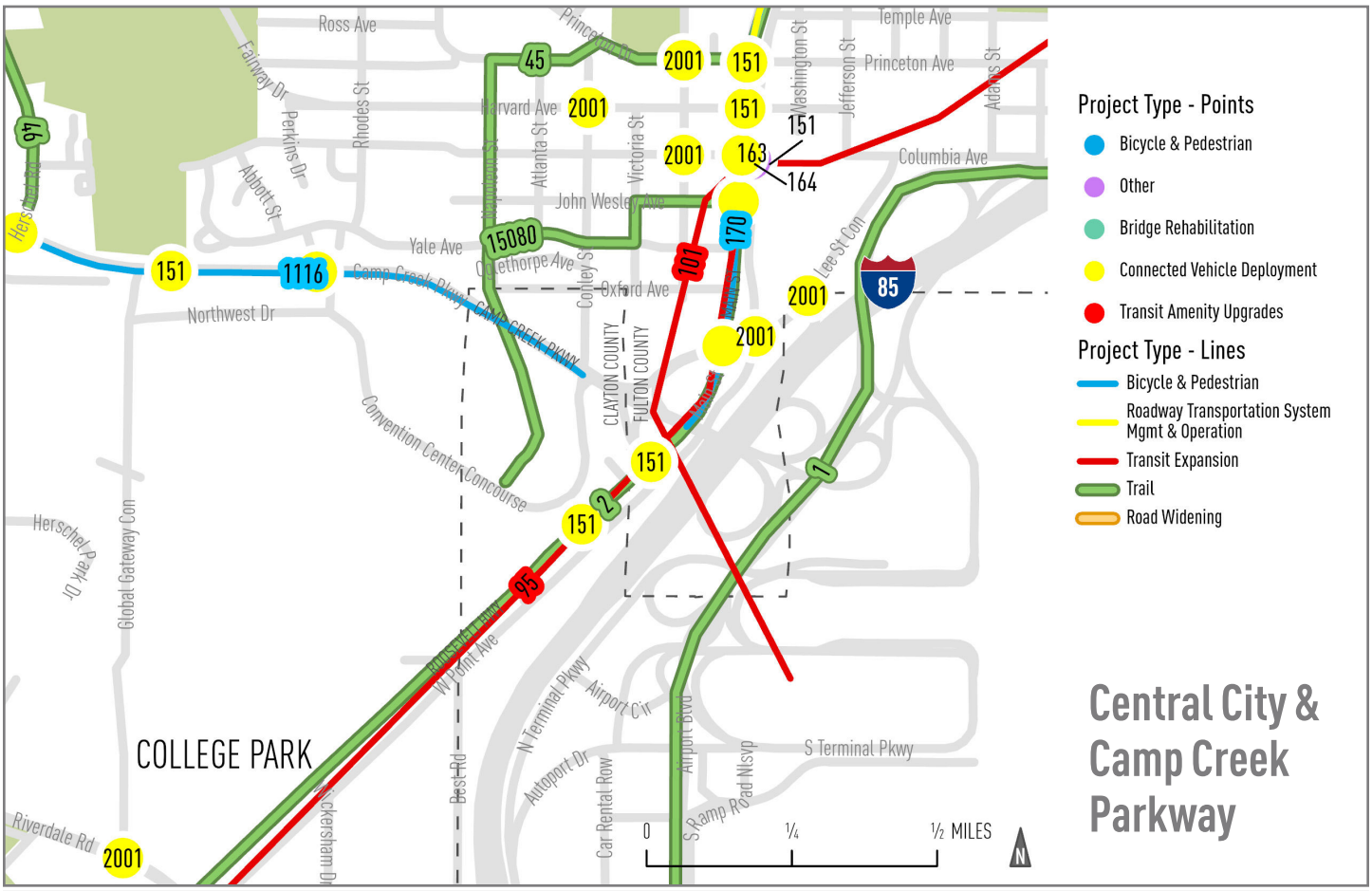
| ID | Project Type | Improvements | Plan Source | Location | Timeframe |
|---|---|---|---|---|---|
| 15080 | Trail | Trail Connection. 10-foot wide bike/ped trail | TIP | Convention Center Concourse ending at John Wesley Ave/West Main St. | 2021 |
| 13948 | Road Widening | Two lanes to four. | TIP | Buffington Road from Rock Quarry Road to SR 14/US 29 | 2021 |
| 1 | Trail | Airport Loop | AeroATL Greenway Plan | | Longterm |
| 2 | Trail | Loop Connecting Downtowns | AeroATL Greenway Plan | | Longterm |
| 3 | Trail | Outer Ring | AeroATL Greenway Plan | | Longterm |

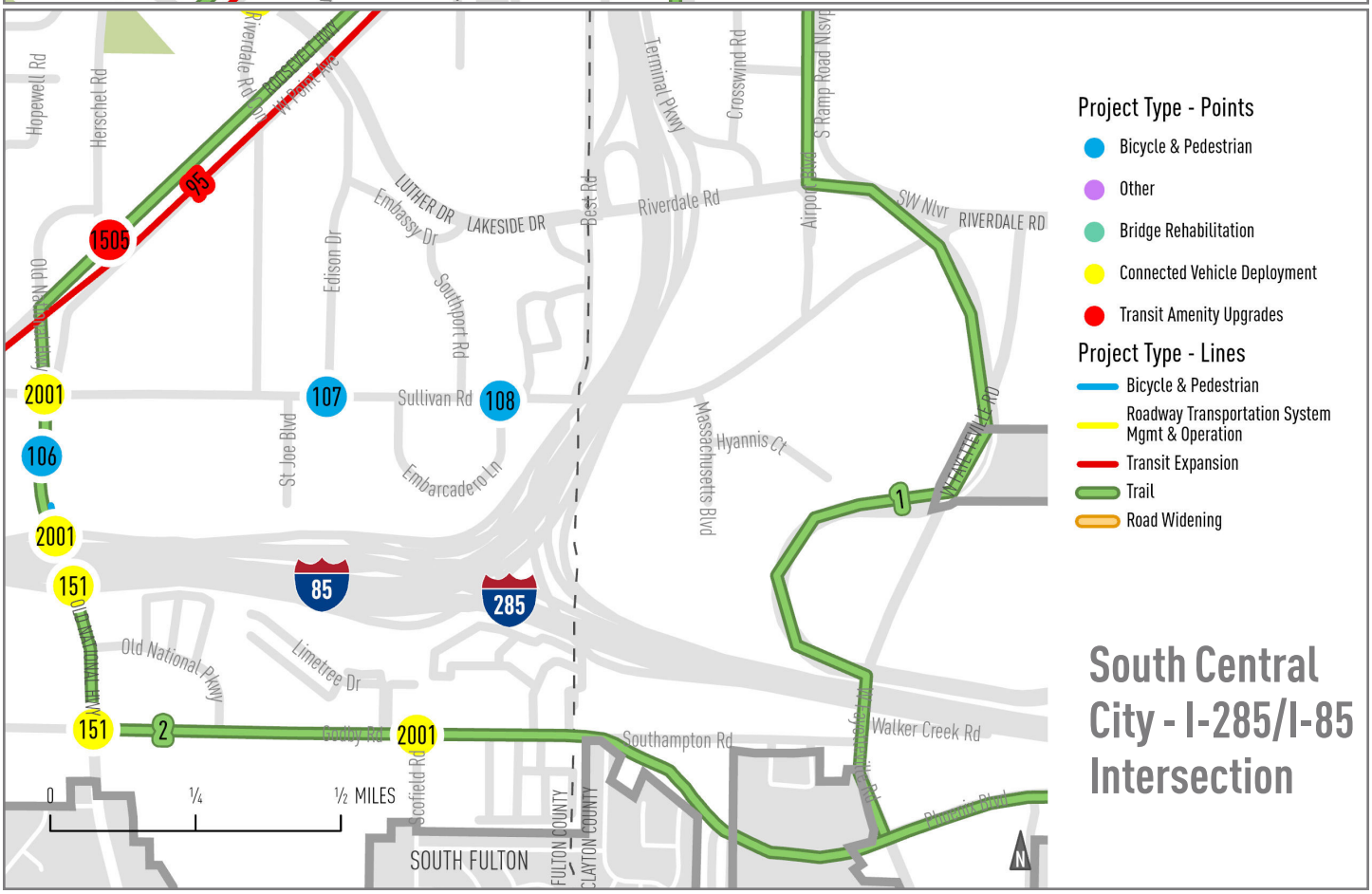
Source:

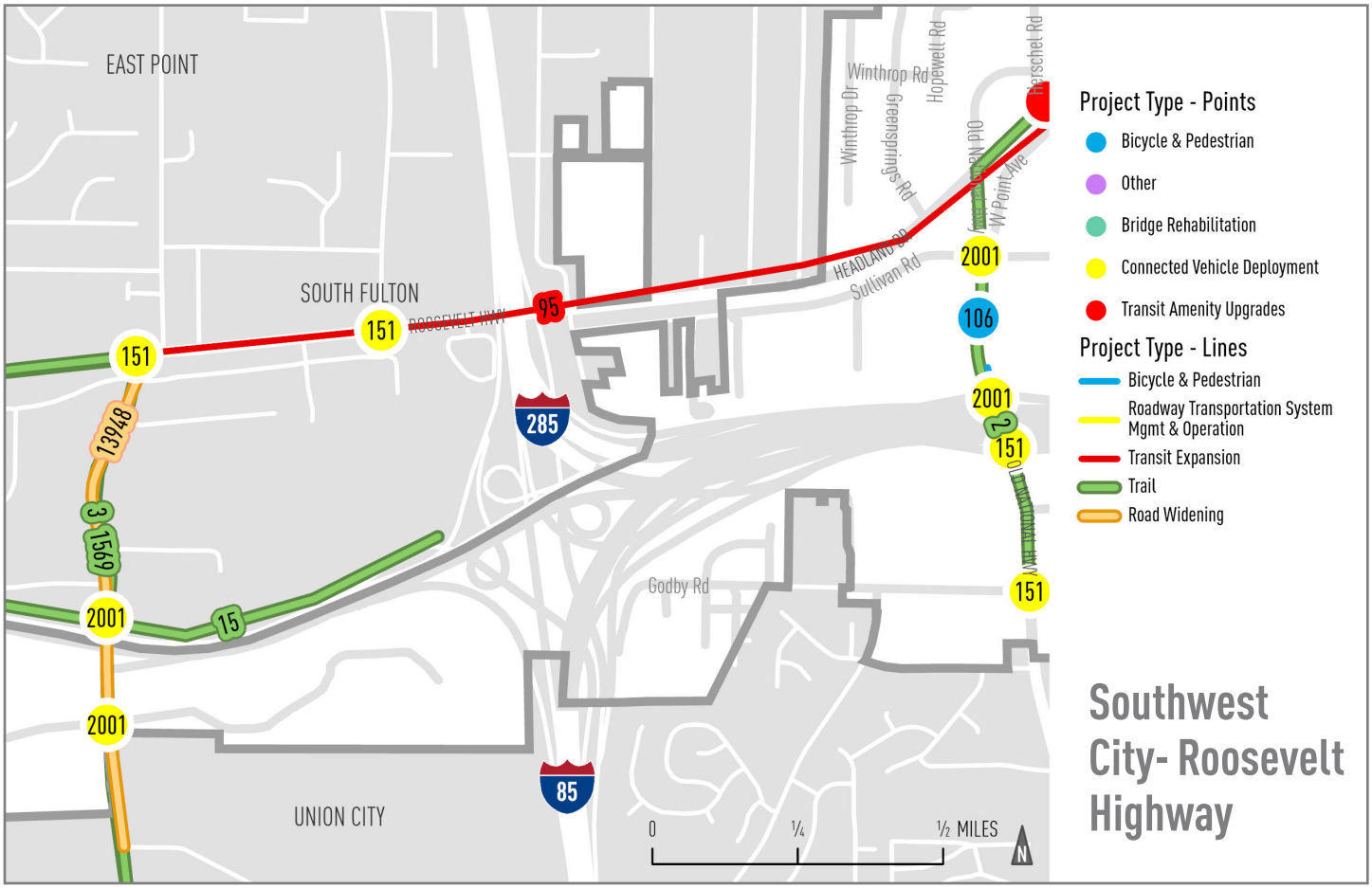


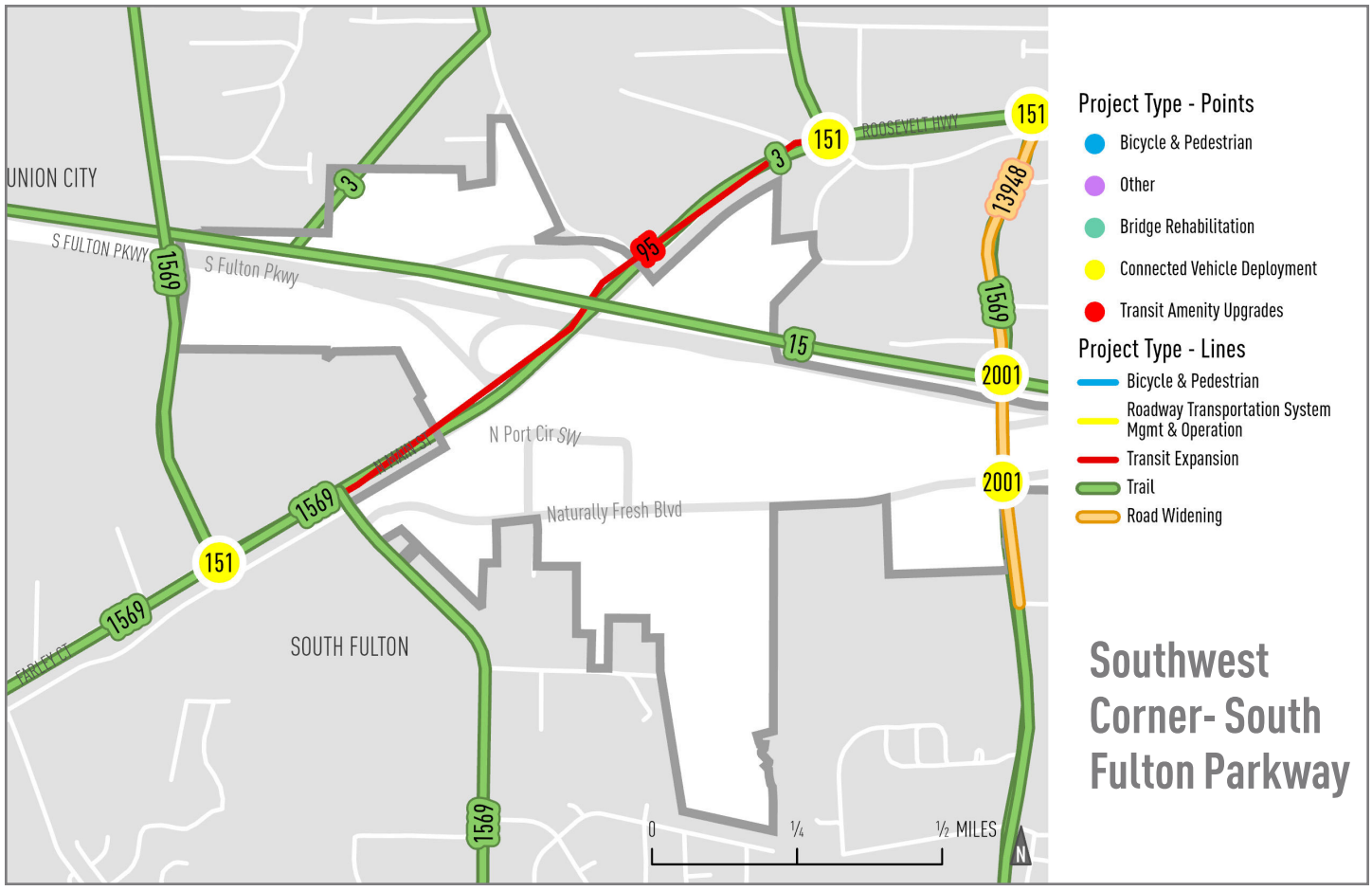

Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
Northeast Section and Main Street
EAST POINT
HAPEVILLE
FULTON COUNTY
CLAYTON COUNTY
0
¼
½ MILES


Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
Camp Creek Parkway/West of Main Street
EAST POINT
FULTON COUNTY
CLAYTON COUNTY
0
¼
½ MILES


Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
Central City & Camp Creek Parkway
COLLEGE PARK
Ross Ave
Princeton Ave
Temple Ave
Columbia Ave
Harvard Ave
John Wesley Dobbs Ave
Yale Ave
Oglethorpe Ave
Oxford Ave
Northwest Dr
Camp Creek Pkwy
Convention Center Concourse
Global Gateway Conn
Herschel Park Dr
Riverdale Rd
W Point Ave
Roosevelt Hwy
Hickersham Dr
Best Rd
N Terminal Pkwy
Airport Cir
Autoport Dr
Car Rental Row
Airport Blvd
S Terminal Pkwy
S Ramp Road Nlsvp
Fairway Dr
Perkins Dr
Rhodes St
Abbott St
Atlanta St
Victoria St
Washington St
Jefferson St
Adams St
Lee St Conn
CLAYTON COUNTY
FULTON COUNTY
0
¼
½ MILES
N


Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
South Central City - I-285/I-85 Intersection
SOUTH FULTON
Hopewell Rd
Herschel Rd
Riverdale Rd
Roosevelt Hwy
W Point Ave
Old National Pkwy
Edison Dr
LUTHER DR
Embassy Dr
LAKESIDE DR
Best Rd
Terminal Pkwy
Crosswind Rd
S Ramp Road Nlsvp
Airport Blvd
Riverdale Rd
SW Nlvr
RIVERDALE RD
Southport Rd
Sullivan Rd
St Joe Blvd
Embarcadero Ln
Massachusetts Blvd
Hyannis Ct
Limetree Dr
Old National Pkwy
Godby Rd
Southampton Rd
Walker Creek Rd
Scofield Rd
FULTON COUNTY
CLAYTON COUNTY
0
¼
½ MILES
N


EAST POINT
SOUTH FULTON
UNION CITY
Godby Rd
Winthrop Dr
Greenspring Rd
Hopewell Rd
Herschel Rd
W Point Ave
Sullivan Rd
HEADLAND DR
ROOSEVELT HWY
OLD NATIONAL HWY
95
285
85
151
13948
3
1569
15
2001
106
0
¼
½ MILES
N
Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
Southwest City- Roosevelt Highway


UNION CITY
SOUTH FULTON
S FULTON PKWY
S Fulton Pkwy
N Port Cir SW
Naturally Fresh Blvd
ROOSEVELT HWY
FAIRBURN
95
151
3
1569
15
2001
13948
0
¼
½ MILES
N
Project Type - Points
Bicycle & Pedestrian
Other
Bridge Rehabilitation
Connected Vehicle Deployment
Transit Amenity Upgrades
Project Type - Lines
Bicycle & Pedestrian
Roadway Transportation System Mgmt & Operation
Transit Expansion
Trail
Road Widening
Southwest Corner- South Fulton Parkway

# SFCTP 5-YEAR PROJECTS

| Project ID | Project type | Project Subtype | Road name | From | To | Cross street | Description | Jurisdict |
|---|---|---|---|---|---|---|---|---|
| 53 | Bicycle & Pedestrian | Sidewalks & crosswalks | N/A | | | | Develop Signage, Landmarks, and Crosswalks for Walking Tour of Downtown/ Historic College Park | Colleg Park |
| 106 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | SR 279/Old Nationa l Hwy | | | Sullivan Rd | Midblock pedestrian crossing (in conjunction with planned/programmed new bus shelter) | Colleg Park |
| 107 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | Sullivan Rd | | | Edison Dr | Install crosswalks and sidewalks (in conjunction with planned/programmed new bus shelter) | College |
| 108 | Bicycle & Pedestrian | Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter) | Centre Pkwy | | | Embarcadero | Install crosswalks and sidewalks (in conjunction with planned/programmed new bus shelter) | College |
| 170 | Bicycle & Pedestrian | Bicycle lanes | US 29/ Main St | East Point City | SR 6/Camp Creek Pkwy | | Install protected bike lanes. | College |
| 194 | Bicycle & Pedestrian | Pedestrian improvements | SR 279/Old National Hwy | | | I-285 | Midblock pedestrian crossing | College |
| 227 | Bicycle & Pedestrian | Bicycle signal detection | US 29/ Main St | John Wesley Ave. | Harvard Ave. | | Bike signal detection near College Park MARTA station | College |
| 54 | Other | Study | N/A | | | | Conduct Greenway Trails Plan, to nclude Connection to Atlanta Beltline through bike and pedestrian trails. | College |
| 196 | Other | Study | SR 279/Old National Hwy | | | Godby Rd | SR 279/Old National Hwy at Godby Rd.: Safety Study and Improvements | College |
| 164 | Other | Wayfinding/Directional Signage Plan | College Park MARTA station | | | E Main St | Wayfinding Signage Plan | College |
| 922 | Roadway Asset Management & Resiliency | Bridge rehabilitation | US 29/ Main St | | | Virginia Ave | Bridge rehabilitation | College |
| 1509 | Roadway Asset Management & Resiliency | Resurfacing | | | | | Resurface roadways based on GDOT's Pavement Management System prioritization system | College |
| 151 | Roadway Transportation System Management & Operation | Connected Vehicle Deployment | | | | | Connected Vehicles Deployment Phase 1: Outfit traffic signals with connected vehicle infrastructure. Activate emergency vehicle preemption and transit signal priority applications. Will provide capabilities for EVP, TSP, and FSP. Phase 1 provides connected vehicle signal communication upgrades, including all signals on SFCTP smart corridors, excluding those already upgraded or programmed for upgrade through CV1K initiative. 108 signalized intersections in total. | College East Po Fairburn, Count Hapevi Palmetto, Fulton, U City |

# SFCTP 5-YEAR PROJECTS

| tion | PE Cost | ROW Cost | Construction Cost | Fiber cost (widening roads only | Contingency Cost | Total Cost Estimate | Total local match | State/ federal Match | Final Score | Final Ranking |
|---|---|---|---|---|---|---|---|---|---|---|
| ge | $2,966 | N/A | $26,697 | N/A | **N/A** | $29,663 | $29,663 | $0 | N/A | N/A |
| ge | $7,000 | $0 | $69,000 | N/A | $8,444 | $84,444 | $36,733 | $47,711 | 87.5 | 93 |
| Park | $12,000 | $58,000 | $116,000 | N/A | $20,667 | $206,667 | $206,667 | $0 | 84.1 | 111 |
| Park | $1,000 | $0 | $11,000 | N/A | $1,333 | $13,333 | $13,333 | $0 | 84.1 | 111 |
| Park | $169,000 | $844,000 | $1,688,000 | N/A | $300,111 | $3,001,111 | $1,305,483 | $1,695,628 | 99.1 | 39 |
| Park | $6,000 | $86,000 | $58,000 | N/A | $6,000 | $192,104 | $83,565 | $108,539 | 89.2 | 78 |
| Park | $8,000 | N/A | $120,000 | N/A | $14,222 | $142,224 | $142,224 | $0 | 108.3 | 11 |
| Park | N/A | N/A | N/A | N/A | N/A | $250,000 | $250,000 | $0 | N/A | N/A |
| Park | $100,000 | $300,000 | $500,000 | N/A | $100,000 | $1,231,436 | $535,675 | $695,761 | N/A | N/A |
| Park | N/A | N/A | N/A | N/A | N/A | $50,000 | $50,000 | $0 | 42.5 | 337 |
| Park | $31,500 | N/A | $315,900 | N/A | $38,600 | $386,000 | $167,910 | $218,090 | 76.2 | 149 |
| Park | N/A | N/A | N/A | N/A | N/A | $49,710,375 | $49,710,375 | $0 | N/A | N/A |
| Park, int, Fulton y, lle, South Union | $118,800 | N/A | $1,069,200 | N/A | $108,000 | $1,188,000 | $516,780 | $671,220 | 120.1 | 1 |

# MARTA ENHANCEMENT STUDY RECOMMENDATIONS

| Project S | | | | | |
|---|---|---|---|---|---|
| Phase | Type | Project Name | From | To | Desc |
| 100-Day | Program | Wayfinding Improvement Program | - | - | Implementation of new pedestr Downtown to provide enhance MARTA station and Downtown. improve internal and external st |
| 100-Day | Program | Art and Vendor Program | - | - | Commissioning public art and ve pedestrian traffic. Locations can John Wesley Avenue railroad cr City Hall. Partnering with MART adjacent to East Main Street for |
| 100-Day | Program | Downtown/Station Parking Study | - | - | Conduct a parking study for Dow partnering with MARTA to inclu |
| 100-Day | Program | Active Transportation Improvement Program | - | - | Provide dedicated bicycle parkin accordance to the City of Colleg Development Guidelines and ins along Main Street. Conduct an " Street in coordination with MAR |
| 100-Day | Project | Princeton Avenue at Main Street Sidewalk Extension | Train Depot | Princeton Avenue | Complete the sidewalk gap from Princeton Avenue. |
| 100-Day | Project | Main Street Corridor Enhancements | John Wesley Avenue | Princeton Avenue | Move planters along Main Stree instead of within the sidewalk w experience by implementing pu sidewalks, or crosswalks. |
| 100-Day | Project | East Main Street/Main Street at Harvard Avenue Intersection Improvements | - | - | Stripe crosswalks along the east Avenue and the northern leg of Avenue. Stripe "RR Crossing" ma Install flexible post bollards to d vehicle space. |
| 100-Day | Project | Main Street at John Welsey Avenue Intersection Improvements | - | - | Relocate the stop bars and cross to align with the reconstructed Consider restricting right turn o |
| 100-Day | Project | Harvard Avenue at Washington Street Intersection Improvements | - | - | Restripe all stop bars. |
| 100-Day | Project | East Main Street College Park MARTA Kiss-and-Ride Improvements | - | - | Restripe the faded markings tha parking zones for the Kiss-and-R regarding no parking zones. |
| 100-Day | Project | East Main Street at John Wesley Avenue Intersection Improvements | - | - | Restripe the crosswalk and insta compliant with MUTCD standar pedestrian hybrid beacon curre |
| 5-Year | Project | College Street Multi-Use Path | John Calvin Avenue | John Wesley Avenue | Multi-use path on west side of s side of street south of Princeton intersection of College Street at transition. |
| 5-Year | Project | Harvard Avenue/E. Main Street Intersection Improvements | - | - | Reconstructed intersection for E Avenue. Includes upgrading rail and railroad mast arms. Further determine specific improvemen |
| 5-Year | Project | Harvard Avenue/Main Street Intersection Improvements | - | - | Reconstructed intersection for M Includes upgrading railroad cros railroad mast arms. Further stud specific improvements |
| 5-Year | Project | John Wesley Avenue to GICC Multi-Use Path (Airport City Connector) Phase 1/John Wesley Ave @ Main Street Intersection Improvements | Main Street | College Street | Multi-use path on John Wesley improvements and ADA compli Wesley Ave to MARTA Station. constructed with partners. |

# MARTA ENHANCEMENT STUDY RECOMMENDATIONS

| Summary | | | | | | |
|---|---|---|---|---|---|---|
| cription | Total Cost | PE Cost | R/W Cost | Cons Cost | O&M Cost | Related Fulton County TSPLOST Project Number |
| ian wayfinding throughout connection to and from the Partnership with MARTA to tation signage. | - | - | - | - | - | |
| endors in locations with high include but are not limited to the ossing, the Historic Depot, and A to utilize the pedestrian plaza similar programs. | - | - | - | - | - | |
| wntown College Park and consider de the station. | $75,000 to $125,000 | - | - | - | - | |
| g for all municipal buildings in e Park Transit-Oriented stall additional bicycle parking "open streets" event on East Main RTA and GDOT. | - | - | - | - | - | |
| north of the Train Depot to | - | - | - | - | - | |
| et to be located at blub-outs width. Elevate the pedestrian blic art through retail storefronts, | - | - | - | - | - | |
| tern leg of Main Street at Harvard East Main Street at harvard arkings at pedestrian crossings. elenate pedestrain space from | - | - | - | - | - | CP-8, $176,000, Operations and Safety |
| swalks for the south and west legs southwest corner ADA ramps. n red. | - | - | - | - | - | |
| | - | - | - | - | - | |
| t indicate the parking and no Ride. Increase enforcement | - | - | - | - | - | |
| l pedestrian crossing signage ds. Fix, replace, or remove the ntly in place. | - | - | - | - | - | |
| street north of Princeton and east . Includes scramble at Princeton Avenue to facilitate | $ 2,750,000.00 | $ 380,000.00 | $ 90,000.00 | $ 2,280,000.00 | $ 80,000 | CP-26, $176,000, Operations and Safety for interscetion at Harvard; CP-19, $908,000, Ped/Bike/Landscape/Streetscape |
| East Main Street at Harvard road crossing to ADA compliance study should be done to ts | $ 70,000.00 | $ 10,000.00 | $ - | $ 60,000.00 | $ - | |
| Main Street at Harvard Avenue. ssing to ADA compliance and dy should be done to determine | $ 950,000.00 | $ 140,000.00 | $ - | $ 810,000.00 | $ - | |
| Ave to College Street; Intersection ant Railroad crossing from John This project is planned to be | $ 1,330,000.00 | $ 170,000.00 | $ 200,000.00 | $ 970,000.00 | $ 30,000 | |

Atlanta Regional Commission

# CITY OF COLLEGE PARK

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


**REG SESSION AGENDA REQUEST** DOC ID: 9168

**DATE:** October 8, 2021

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

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Nikki Washington, City Planner

**RE:** Request to Set a Public Hearing to Consider a Final Development Plan for Six West Residential

---

**PURPOSE:** Request to Set a Public Hearing for Review of the Final Development Plan for Six West Residential.

**REASON:** Request to Set a Public Hearing for Review of the Final Development Plan for Six West Residential.

**RECOMMENDATION:** The City Planner recommends approval of the final development plan.

**BACKGROUND:** As part of the Planned Development process for the Six West Development the developer is required to return to Mayor and Council for approval of their Final Development Plan.

**CITY COUNCIL HEARING DATE:** November 1, 2021

**STAFF:** Nikki Washington, City Planner.

**ATTACHMENTS:**

- 2021-10-04 Final Development Package + Narrative (PDF)
- 2021-10-04 Six West Civil Development Plans (PDF)

**Review:**

- Nikki Washington Completed 10/05/2021 4:07 PM
- Sonya Harold Completed 10/06/2021 1:42 PM

- Jackson Myers Pending
- Inspections Pending
- Fire Pending
- Police Pending
- City Attorney's Office Completed 10/11/2021 6:31 PM
- Artie Jones Completed 10/12/2021 9:18 AM
- Mercedes Miller Completed 10/13/2021 1:56 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

**Six West Residential**
**City of College Park**
**Final Development Written Report**

## 1.0 GENERAL

A. The site will be prepared for construction for approximately 69 single-family residential lots, 117 townhome units, and 260 multi-family units. This will consist of, but not limited to, underground utility installation, grading, paving, and erosion control. There will be buildings with associated auto parking, utilities, and a storm conveyance system. Driveway connections will be provided at Redwine Ave and McDonald St.

B. The scope of site work includes, but is not limited to the following:

1. Construction staking and other construction engineering required to control the work.
2. Erosion and sedimentation control construction.
3. Temporary groundwater control (if encountered).
4. Site preparation, including stripping and undercutting unsuitable subgrade soils (if encountered), rock blasting and removal (if encountered) parking lot and building demolition, and removal from the project lands of materials not to be used for construction.
5. Site grading, including excavation, filling, compaction, and preparation of subgrades for paving. Site grading includes cutting and filling onsite, stockpiling, and hauling from stockpiles, and other work necessary to construct embankments and excavations as shown and specified.
6. Construction of building pads and staging areas.
7. Coordination of temporary utilities.
8. Installation of the site drainage system complete, including building roof drain laterals.
9. Installation of water distribution and sanitary sewer system complete, including service laterals.
10. Construction of curb and gutter and retaining walls.
11. Construction of paving.
12. Striping and traffic control.
13. Backfilling curbs and islands with approved soils for planting.
14. Backfilling walls.
15. Installation and coordination of temporary warning signs, directional signs, barricades and fences required to direct, control and protect the public throughout the construction period.
16. Coordination of installation of light poles and conduits.

C. Per conversation with Senior Planner Nikki Washington, the following bonding and legal instruments will be reviewed during each phase of development before permits are issued.
    1. (Bonding)/Open space plan guarantee/landscape guarantee - The LDP will address that having the bonding will be a condition to be able to start the development
    2. (Open Space guarantee) – This will be a requirement to receive a final plat on each residential phase.
    3. (Landscape guarantee) – This will be a requirement to receive a final plat on each residential phase.

4. (Public facilities guarantee) – This will be a requirement to receive a final plat on each residential phase.

**Note** – 1-4 above related to the for-sale housing only.

5. There will be two covenant documents. One will be a cost sharing agreement related to utilities (I think detention only?) between the Residential and the Multifamily. The Residential will have a Home Owners Association (HOA). The cost sharing will be formed and recorded at the land closing. The HOA will be formed and recorded a few days before the first home closing. The HOA will address a reserve for the cost sharing covenant, the private roads and any and all other nonpublic common areas. As an example, the alleys on the Residential will be common areas. Everything listed will be accounted.

## 2.0 SITE UTILITIES

A. The proposed development will follow the water and sewer infrastructure concept plan outlined by the Six West Development Guidelines. A new 12" DIP water main will extend from Rhodes Drive and continue through the site north and end at Rugby Lane for a future loop connection by others. A public 8” main will loop around the development and provide water services as follows:
   a. 6” DIP water line stub to Brady Recreation Center.
   b. 8” DIP water main loop for future stubs to service each single-family residential lot.
   c. 8” DIP water main loop for future stubs to service each townhouse.
   d. 8” x 8” tap with an 8” double detector check for fire service to each multi-family building.
   e. 4” x 8” tap with 4” meter and backflow for domestic service to each multi-family building.

B. Existing and proposed sewer will be picked up and routed through the development and connect to the existing trunk line along Camp Creek. Based on a virtual meeting conducted on Friday, February 19, 2021 with the team leading the master planning, it was confirmed sewer capacity is available for our proposed development. It is estimated that the sewer demand generated by the development is:
   a. Multi-Family (260 Units): 65,000 GPD
   b. Townhomes (117 Units): 46,800 GPD
   c. Single-Family Detached (69 Lots): 27,600 GPD
   d. Total Demand: 139,400 GPD; Peak Flow: 348,500 GPD or 242 GPM

## 3.0 STORM WATER DRAINAGE

A. Storm water management will be in accordance with the Georgia Stormwater Manual and City of College Park regulations. Storm water management will account for all facilities on site. Runoff from the buildings roofs will be picked up by roof drains, which will then be collected, routed, and drained into an onsite pipe system. Surface runoff will be collected by perimeter drains and flow into an onsite pipe system. Storm water flows will be collected through RCP piping and directed to two Wet Extended Detention Ponds that will reduce the flows of the proposed development before releasing into Camp Creek. The storm water management system will be designed to achieve the desired water quality or runoff reduction volume as required by City of College Park.

## 4.0 DEVELOPMENT STANDARDS

**TABLE I: OFF-STREET PARKING REQUIREMENTS**

| USE | SPACES REQUIRED |
|---|---|
| Detached Dwelling | Two (2) spaces per dwelling unit |
| Attached Dwelling | One and one-half spaces per dwelling unit |

**TABLE II: LOT AND DWELLING UNIT DIMENSIONAL STANDARDS**

**NOTE:** As agreed on by City of College Park and BIDA

| Standard | Single Family – Detached | Townhouses | Multifamily |
|---|---|---|---|
| Unit Size | 2,100 Heated S.F. | 1,500 Heated S.F. | *See Table II-A |
| Front Yard Setback | 15 ft | 0 | 0 |
| Side Yard Setback | 7 ft | 0 | 0 |
| Rear Yard Setback | 20 ft | 0 | 0 |

**TABLE II-A: MULTIFAMILY UNIT DIMENSIONAL STANDARDS**

**NOTE:** As agreed on by City of College Park and BIDA

| Unit Name | A-1 | A-1 HC | A-2 | B-1 | B-1 HC | B-2 | C-1 | C-1 HC |
|---|---|---|---|---|---|---|---|---|
| Heated Sq.Ft. | 651 | 651 | 934 | 1074 | 1074 | 1003 | 1416 | 1416 |
| Total Sq.Ft. | 758 | 758 | 1060 | 1163 | 1163 | 1113 | 1490 | 1490 |

## 5.0 PROTECTION OF ADJACENT PROPERTIES

A. Adjacent properties will be protected during and after construction. During construction, erosion control measures such as silt fence, sediment basins and inlet traps, will be implemented to ensure sediment does not flow onto adjacent properties. After construction, a stormwater system will be installed to ensure post-condition development flows are lower than that of the pre development flows.

## 6.0 DEDICATIONS TO CITY OF COLLEGE PARK

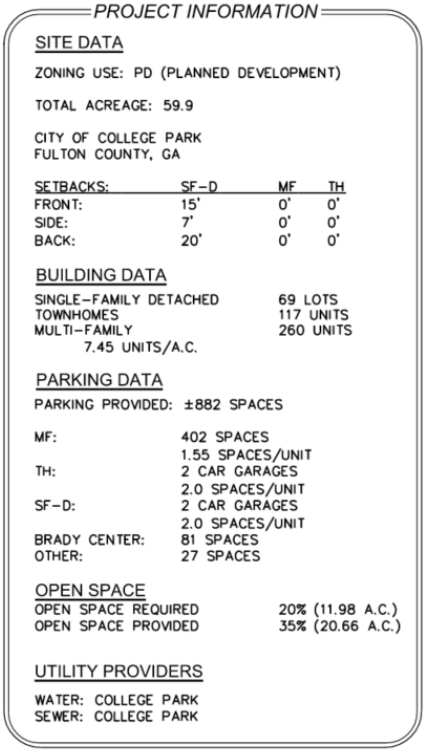
A. The water main areas located in the public right-of-way will be dedicated to the City of College Park. In addition, the public sewer lines on site shall also be dedicated to the City of College Park. As well, all main roads that travel through the property, as delineated by the proposed property lines, shall be dedicated to the City of College Park.

## 7.0 OPEN SPACE

A. Open space areas will encompass all of the auto-parking landscape island areas, as well as the community amenity areas located in front of multi-family building 2000, and townhome buildings A4, A6 and A9. The dog park, located adjacent to multi-family building 4000, will also be included in the open space calculations. The existing Brady Recreation Center, in addition to the greenspace expansion and park area, located to the south of the Brady Recreation Center, will be incorporated

in open space. Future development of a 5K trail, located to the north of the site through the existing floodplain, will also be included.

## 8.0 SUMMARY TABLE



PROJECT INFORMATION

SITE DATA

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
|---|---|---|---|
| FRONT: | 15' | 0' | 0' |
| SIDE: | 7' | 0' | 0' |
| BACK: | 20' | 0' | 0' |

BUILDING DATA

| | |
|---|---|
| SINGLE-FAMILY DETACHED | 69 LOTS |
| TOWNHOMES | 117 UNITS |
| MULTI-FAMILY | 260 UNITS |
| 7.45 UNITS/A.C. | |

PARKING DATA

PARKING PROVIDED: ±882 SPACES

| | |
|---|---|
| MF: | 402 SPACES<br>1.55 SPACES/UNIT |
| TH: | 2 CAR GARAGES<br>2.0 SPACES/UNIT |
| SF-D: | 2 CAR GARAGES<br>2.0 SPACES/UNIT |
| BRADY CENTER: | 81 SPACES |
| OTHER: | 27 SPACES |

OPEN SPACE

| | |
|---|---|
| OPEN SPACE REQUIRED | 20% (11.98 A.C.) |
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

| Non-Buildable Area (Acres) | | | |
|---|---|---|---|
| **Use** | **Flood Plain** | **Green Space** | **Stream Buffer** |
| Single Family – Detached | 0.03 | 15.05 | 0.23 |
| Townhome | 0 | 0 | 0 |
| Multi-Family | 0 | 0 | 0.26 |

## 9.0 DEVIATIONS

A. Per an earlier conversation with Fire Chief Damon Jones on June 6, 2021, approval has been made to allow the townhome rear access drives to reduce from 24 feet in width to 20 feet curb to curb, as well as the minimum building separation to reduce from 25 feet to 20 feet stated in **Section 4.8** of the College Park, GA Code of Ordinances. Chief Damon also confirmed that dead end parking located to the left of the Brady Recreation Center was allowed.

# EXHBIT “A”

## Overall Development Site Plan

## GENERAL ADA NOTES:

1. RAMP RUNS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:12.
2. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.
3. CHANGES IN LEVEL OTHER THAN RUNNING SLOPE AND CROSS SLOPE ARE NOT PERMITTED ON RAMP RUNS.
4. RAMPS SHALL HAVE LANDING AT THE TOP AND THE BOTTOM OF EACH RAMP RUN
5. TOP LANDINGS SHALL BE 60 INCHES WIDE MINIMUM
6. THE LANDING CLEAR LENGTH SHALL BE 60 INCHES LONG MINIMUM
7. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING
8. RAMP RUNS SHALL HAVE COMPLIANT HANDRAILS
9. A CURB, 2 INCHES HIGH MINIMUM, OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4 INCH DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE GROUND SURFACE. TO PREVENT WHEEL ENTRAPMENT, THE CURB OR BARRIER SHALL PROVIDE A CONTINUOUS AND UNINTERRUPTED BARRIER ALONG THE LENGTH OF THE RAMP.
10. LANDING SUBJECT TO WET CONDITIONS SHALL BE DESIGNED TO PREVENT THE ACCUMULATION OF WATER.
11. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS OR RAMPS
12. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS AND RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.
13. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.
14. AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEGINNING DIRECTLY ABOVE THE FIRST RISER NOSING. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.
15. AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE LAST RISER NOSING. THE HORIZONTAL EXTENSION OF A HANDRAIL SHALL BE 12 INCHES LONG MINIMUM AND A HEIGHT EQUAL TO THAT OF THE SLOPING PORTION OF THE HANDRAIL AS MEASURED ABOVE THE STAIRS NOSINGS. EXTENSION SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.

## NOTES

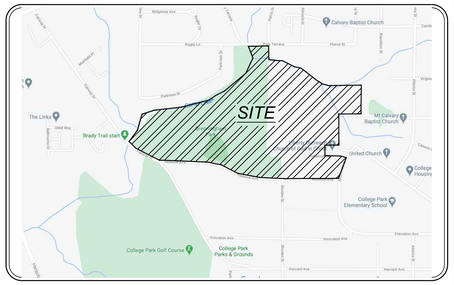
1. USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.

## FAA SITE ELEVATION POINTS

| POINT # | LATITUDE (N) | LONGITUDE (W) | ELEVATION (FT) |
|---|---|---|---|
| P1 | 33° 39' 24.12" | 84° 27' 32.04" | 1004 |
| P2 | 33° 39' 28.80" | 84° 27' 32.76" | 976 |
| P3 | 33° 39' 34.92" | 84° 27' 39.60" | 920 |
| P4 | 33° 39' 29.88" | 84° 27' 50.40" | 950 |
| P5 | 33° 39' 28.80" | 84° 27' 57.60" | 930 |
| P6 | 33° 39' 25.56" | 84° 27' 55.80" | 914 |
| P7 | 33° 39' 24.48" | 84° 27' 44.28" | 982 |
| P8 | 33° 39' 23.76" | 84° 27' 38.52" | 998 |

## PAVING LEGEND

- CONCRETE PAVING
- L.D. ASPHALT
- H.D. ASPHALT
- CONCRETE S/W




## LOCATION MAP

N.T.S.

## PROJECT INFORMATION

### SITE DATA

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
|---|---|---|---|
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### BUILDING DATA

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|---|---|
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### OPEN SPACE

| | |
|---|---|
| OPEN SPACE REQUIRED | 20% (11.98 A.C.) |
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

### UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

AREA SUMMARY:
59.887 ACRES OR
2,608,687 Sq. Ft

Parcel ID: 14
019100080473
Owner: COLLEGE PARK BUSINESS & INDUSTRIAL DEVELOPMENT AUTHORITY

Parcel ID: 4 019100080465
Owner: ARTHUR L WHITE

WET EXTENEDED DETENTION POND A
244,391 CF

WET EXTENDED DETENTION POND B
266,294 CF

EXISTING BRADY REC. CENTER

RELOCATE BRADY PLAYGROUND

AMENITY AREA OR BRADY GREENSPACE EXPANSION

PARK AREA

COURTYARD AMENITY

AMENITY & LEASING

POOL & DECK

DOG PARK

COLLEGE PARK CHURCH OF GOD

30' ALLEY

COLLEGE PARK MUNICIPLE GOLF COURSE

### OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

### ENGINEER

DYLAN LEE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341
(770) 452-7849
DLEE@EBERLY.NET

### 24 HOUR CONTACT

KIMBALL ROBINSON
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

GRAPHIC SCALE

80 0 40 80 160 320

( IN FEET )
1 inch = 80 ft.

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WWW.EBERLY.NET
LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: SIX WEST RESIDENTIAL

LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

OVERALL LAYOUT AND STAKING PLAN

| | |
|---|---|
| SCALE: | 1"= 80' |
| DATE: | 07/05/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

October 04, 2021

C:\Users\tferrell\AppData\Local\Temp\AcPublish_13644\21-017 Base.dwg

PROJECT NO.
21-017

SHEET NO.
C3.0
NOT ISSUED FOR CONSTRUCTION

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# EXHBIT “B”

Multifamily

- Rendering & Plans

Townhomes

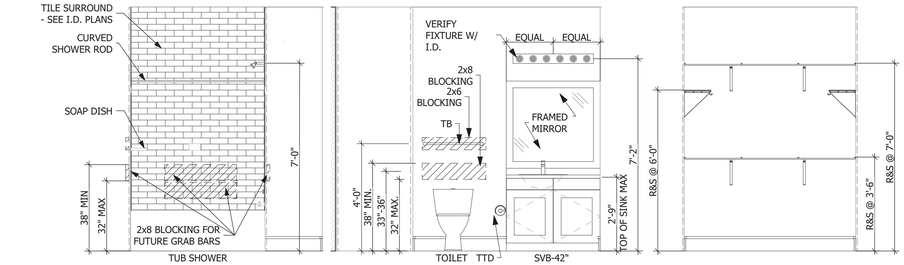
- Rendering & Plans

Single Family-Detached

- Rendering & Plans

# MULTIFAMILY

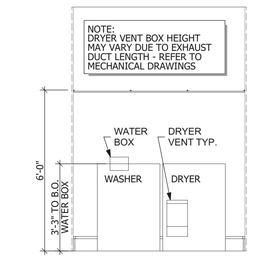
GEHEBER
LEWIS
ASSOCIATES



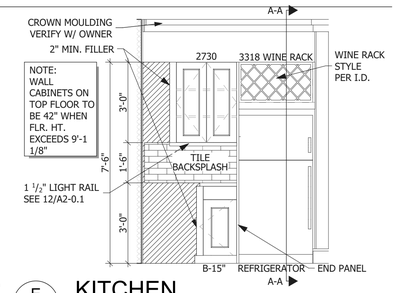

A A2-1.0 **BATH**
SCALE: 3/8" = 1'-0"

B A2-1.0 **BATH**
SCALE: 3/8" = 1'-0"

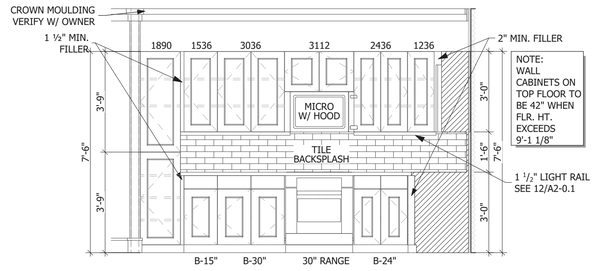
C A2-1.0 **W.I.C.**
SCALE: 3/8" = 1'-0"



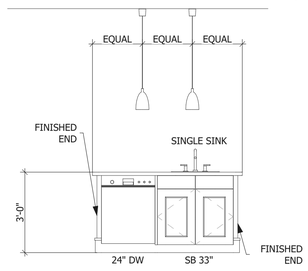

D A2-1.0 **WASHER/DRYER**
SCALE: 3/8" = 1'-0"



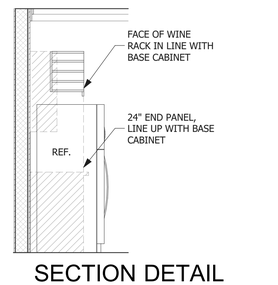

E A2-1.0 **KITCHEN**
SCALE: 3/8" = 1'-0"



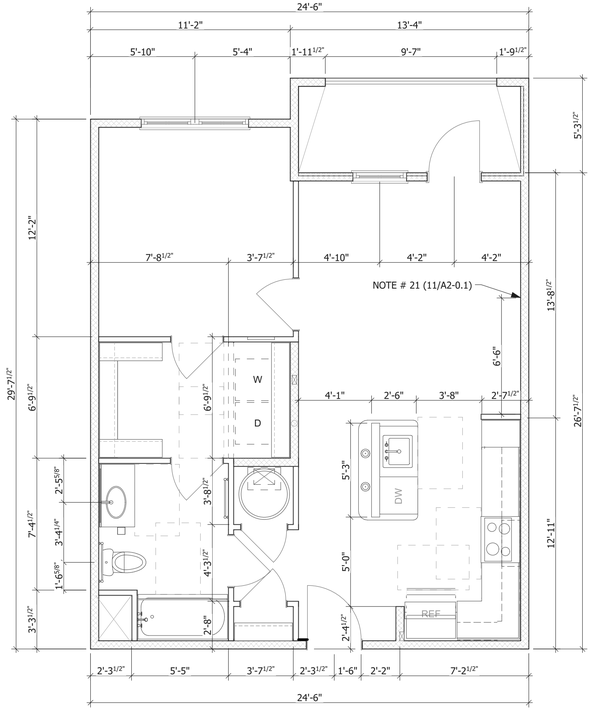

F A2-1.0 **KITCHEN**
SCALE: 3/8" = 1'-0"



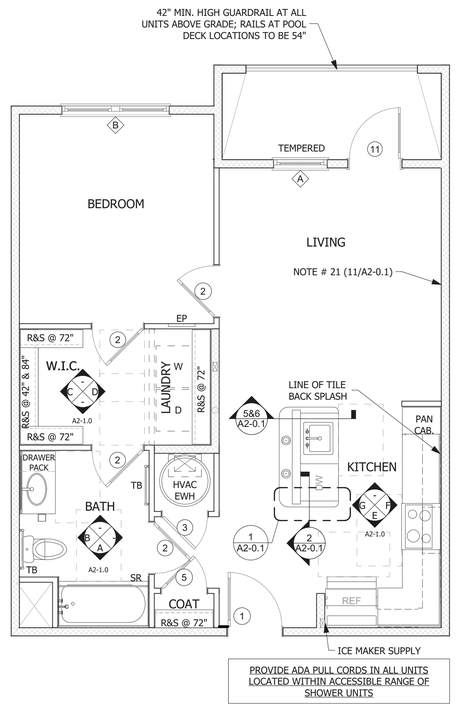

G A2-1.0 **KITCHEN ISLAND ELEVATION**
SCALE: 3/8" = 1'-0"




A-A A2-1.0 **SECTION DETAIL AT WINE RACK**
SCALE: 3/8" = 1'-0"




1 A2-1.0 **A-1 UNIT DIMENSION PLAN**
SCALE: 1/4" = 1'-0"




PROVIDE ADA PULL CORDS IN ALL UNITS LOCATED WITHIN ACCESSIBLE RANGE OF SHOWER UNITS

2 A2-1.0 **A-1 UNIT CALLOUT PLAN**
SCALE: 1/4" = 1'-0"

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PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT A-1 PLANS & INTERIOR ELEVATIONS

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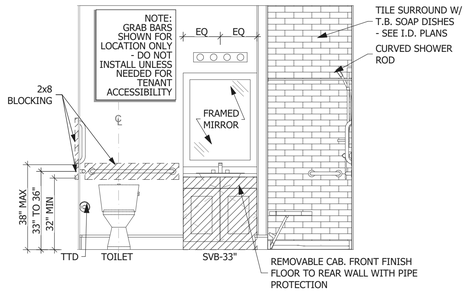
A2-1.0

Wednesday, August 11, 2021 3:49 PM




A A2-2.0 **BATH**

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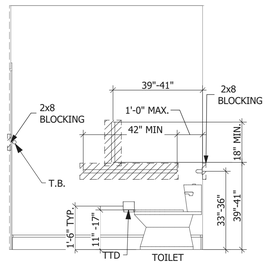
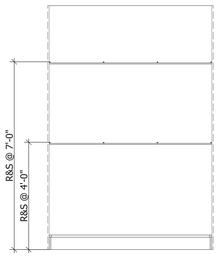


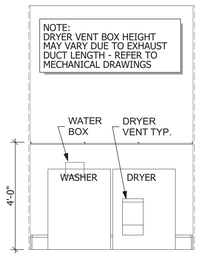

B A2-2.0 **BATH**

SCALE: 3/8" = 1'-0"



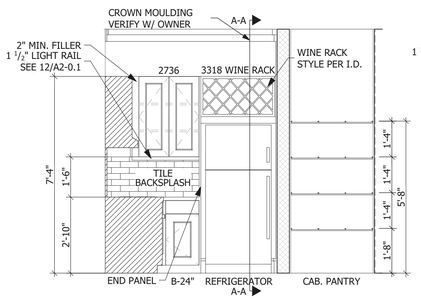

C A2-2.0 **CLOSET**

SCALE: 3/8" = 1'-0"



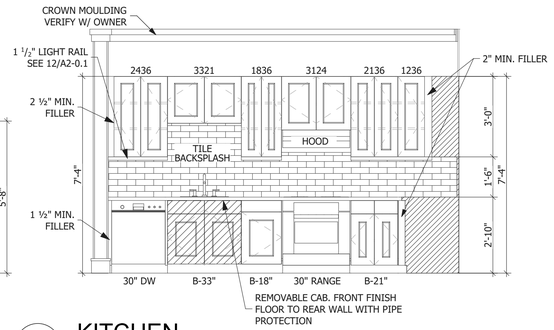

D A2-2.0 **WASHER/DRYER**

SCALE: 3/8" = 1'-0"



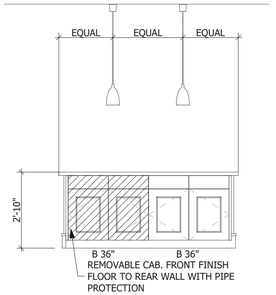

E A2-2.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



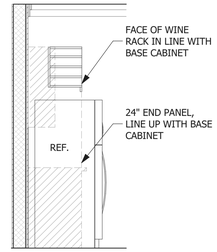

F A2-2.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



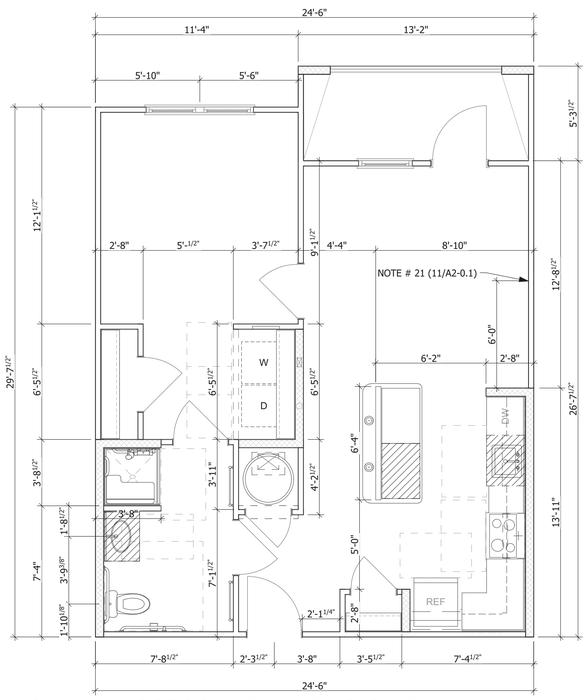

G A2-2.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



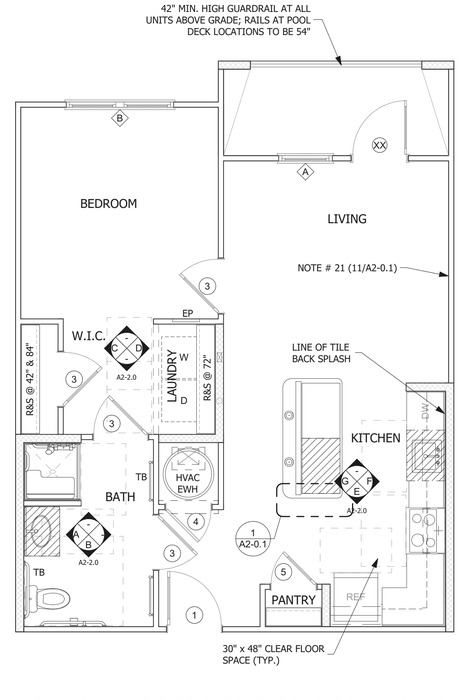

A-A A2-2.0 **SECTION DETAIL AT WINE RACK**

SCALE: 3/8" = 1'-0"




1 A2-2.0 **A-1 ACCESSIBLE DIMENSION PLAN**

SCALE: 1/4" = 1'-0"




2 A2-2.0 **A-1 ACCESSIBLE CALLOUT PLAN**

SCALE: 1/4" = 1'-0"

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FULTON, GA

DRAWING TITLE:

UNIT A-1 ACCESSIBLE PLANS & INTERIOR ELEVATIONS

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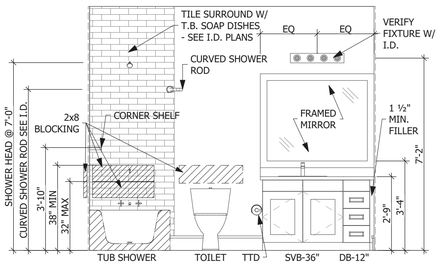
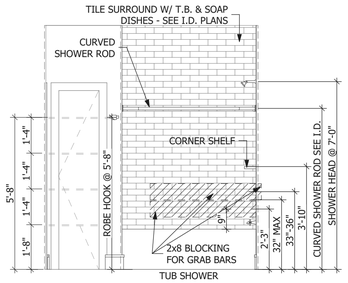



A A2-3.0 **BATHROOM**

SCALE: 3/8" = 1'-0"




B A2-3.0 **BATHROOM**

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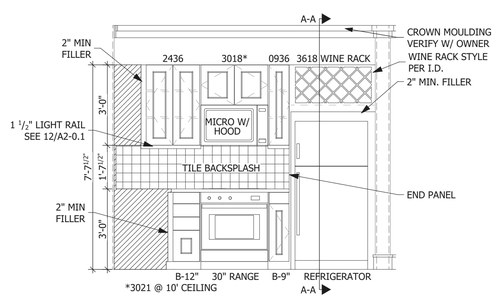
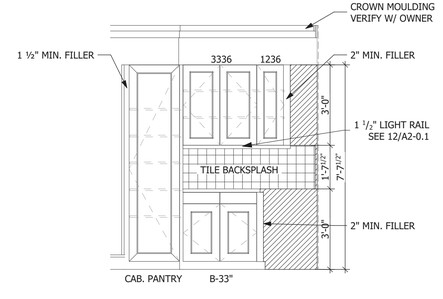


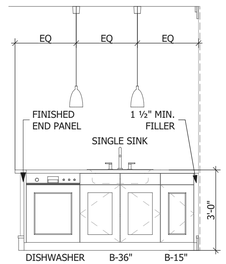

C A2-3.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



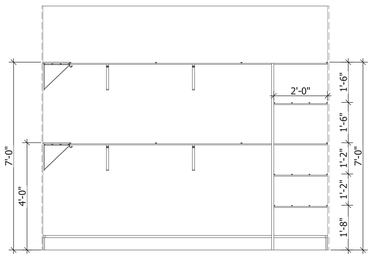

D A2-3.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



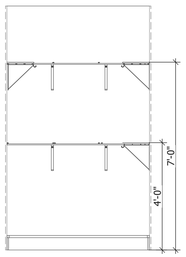

E A2-3.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



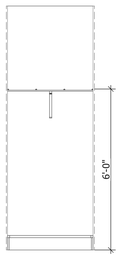

F A2-3.0 **WALK IN CLOSET**

SCALE: 3/8" = 1'-0"




G A2-3.0 **WALK IN CLOSET**

SCALE: 3/8" = 1'-0"




H A2-3.0 **COAT CLOSET**

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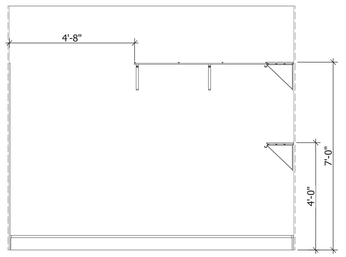
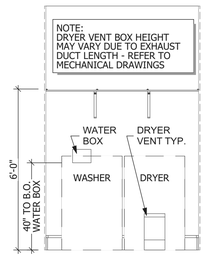



J A2-3.0 **WALK IN CLOSET**

SCALE: 3/8" = 1'-0"




K A2-3.0 **LAUNDRY**

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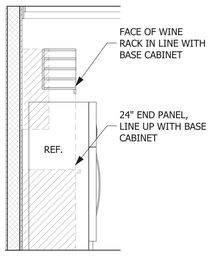
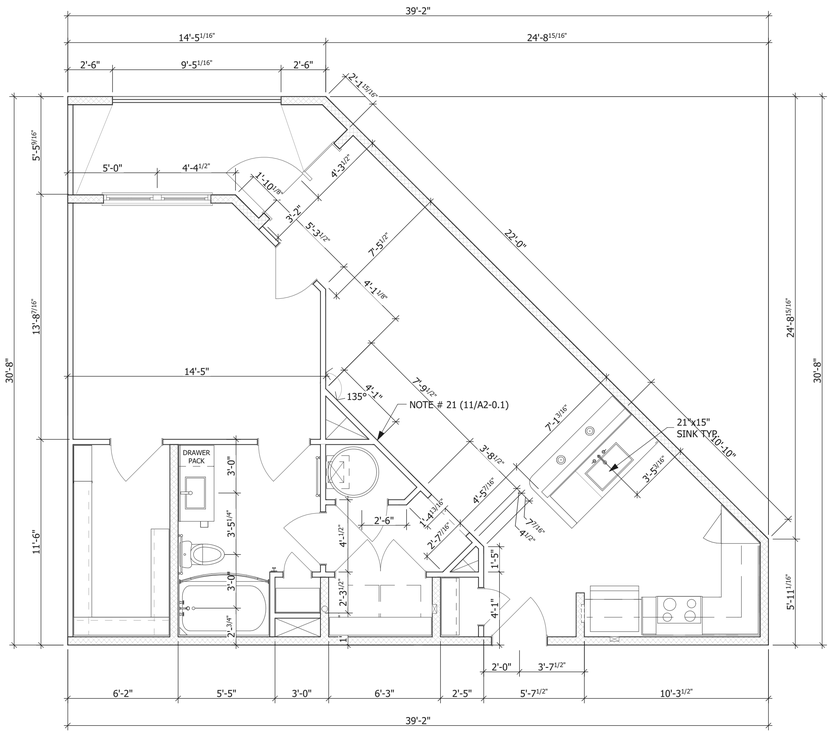



A-A A2-3.0 **SECTION DETAIL AT WINE RACK**

SCALE: 3/8" = 1'-0"




1 A2-3.0 **A-2 UNIT DIMENSION PLAN**

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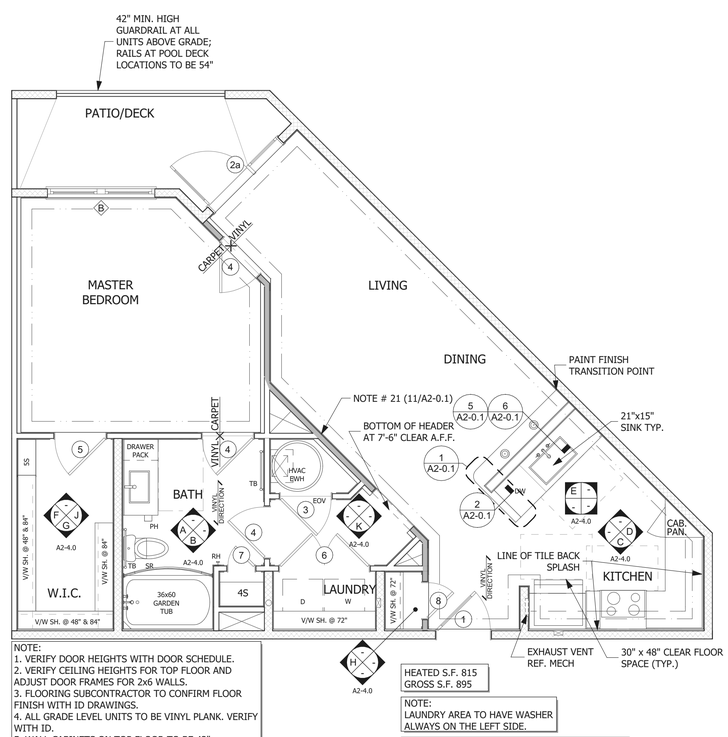


2 A2-3.0 **A-2 UNIT CALLOUT PLAN**

SCALE: 1/4" = 1'-0"

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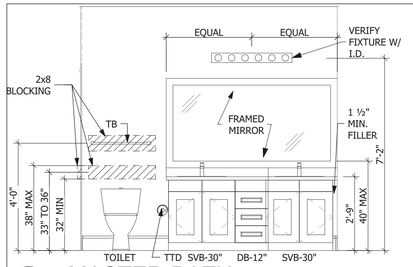
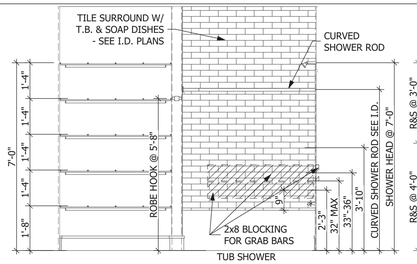



A A2-4.0 **MASTER BATH**

SCALE: 3/8" = 1'-0"




B A2-4.0 **MASTER BATH**

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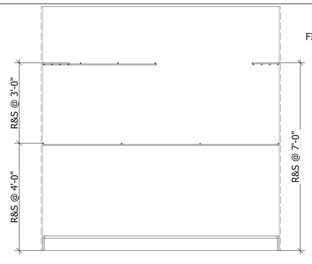
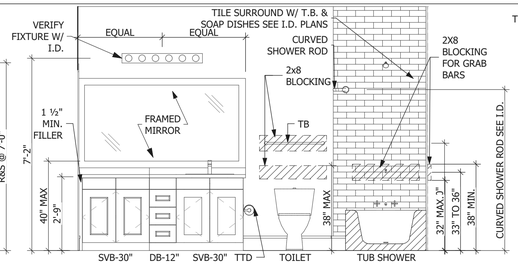



C A2-4.0 **MASTER W.I.C.**

SCALE: 3/8" = 1'-0"




D A2-4.0 **BATH**

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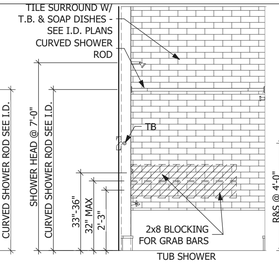


E A2-4.0 **BATH**

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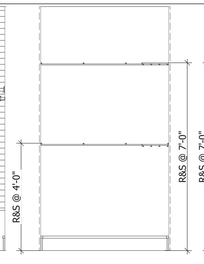
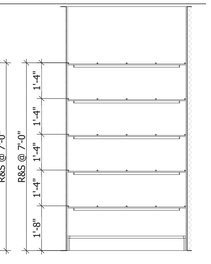


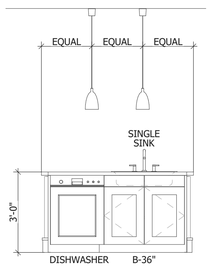

F A2-4.0 **W.I.C.**

SCALE: 3/8" = 1'-0"



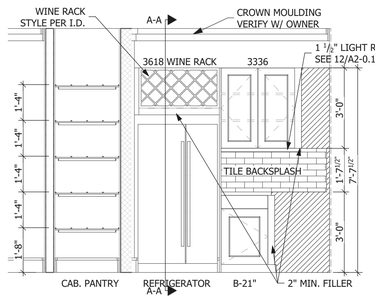

G A2-4.0 **W.I.C.**

SCALE: 3/8" = 1'-0"



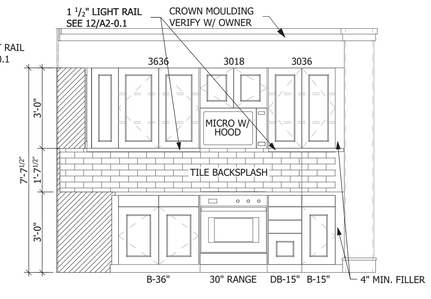

H A2-4.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



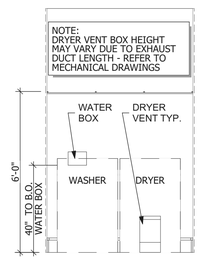

J A2-4.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



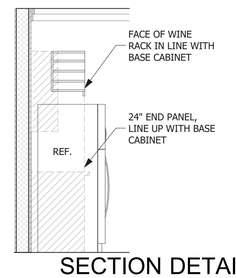

K A2-4.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



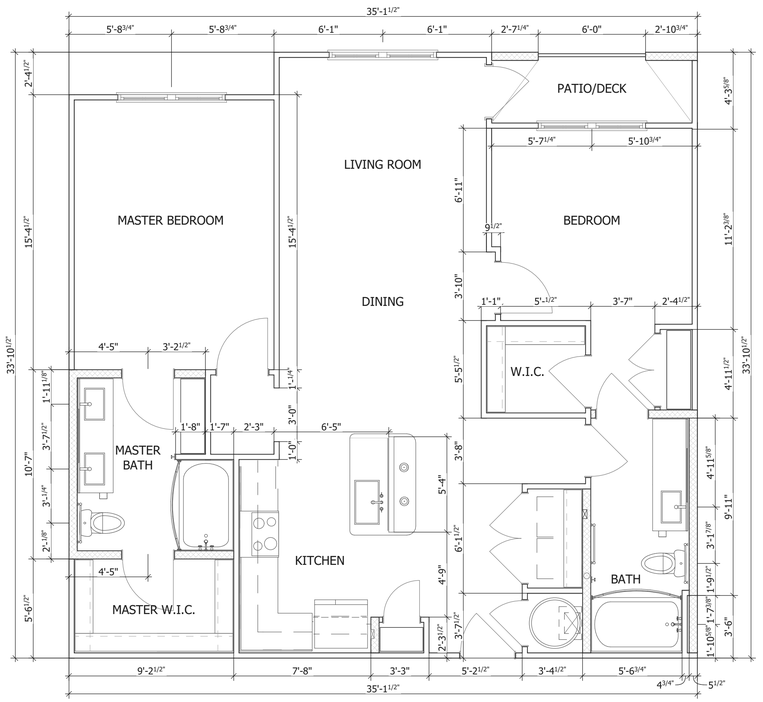

L A2-4.0 **LAUNDRY CLOSET**

SCALE: 3/8" = 1'-0"



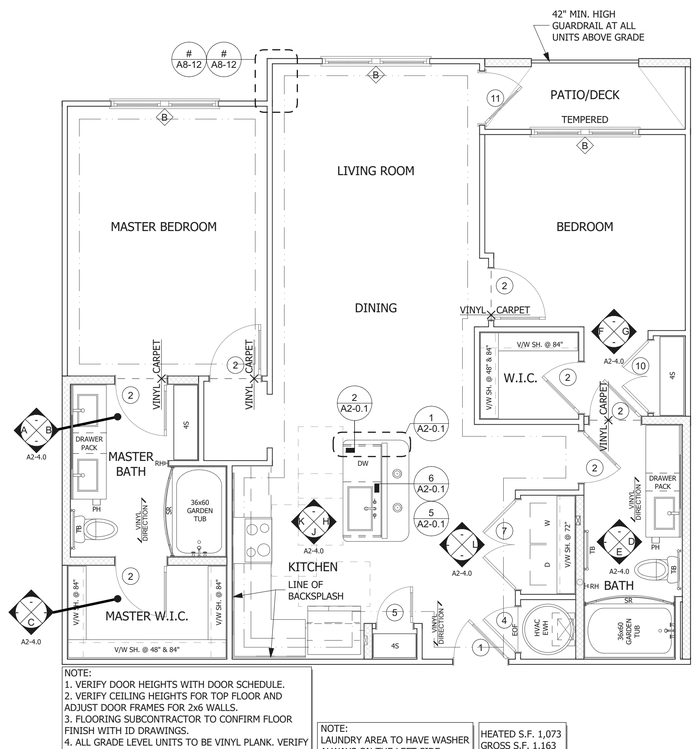

A-A A2-4.0 **SECTION DETAIL AT WINE RACK**

SCALE: 3/8" = 1'-0"




1 A2-4.0 **B-1 DIMENSION PLAN**

SCALE: 1/4" = 1'-0"




2 A2-4.0 **B-1 CALLOUT PLAN**

SCALE: 1/4" = 1'-0"

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Southeast Capital Companies

SOUTHEAST CAPITAL COMPANIES
2849 Paces Ferry Rd SE
#625 Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT B-1 PLANS & INTERIOR ELEVATIONS

| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |

PROJECT NUMBER: 2121

DRAWING NUMBER: A2-4.0

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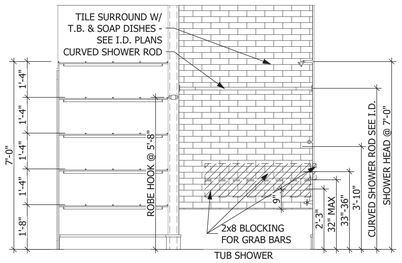
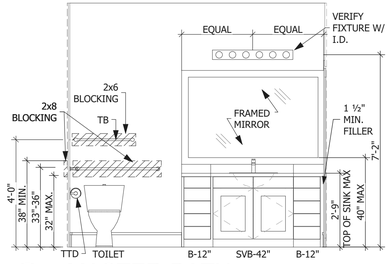
Tuesday, July 20, 2021 3:23 PM



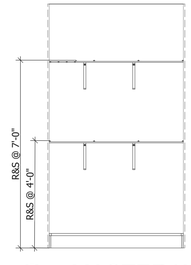

A A2-5.0 MASTER BATH

SCALE: 3/8" = 1'-0"



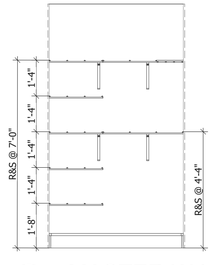

B A2-5.0 MASTER BATH

SCALE: 3/8" = 1'-0"



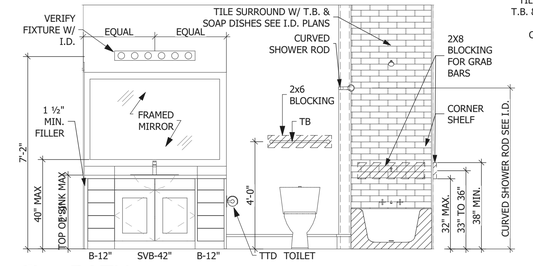

C A2-5.0 MASTER W.I.C.

SCALE: 3/8" = 1'-0"



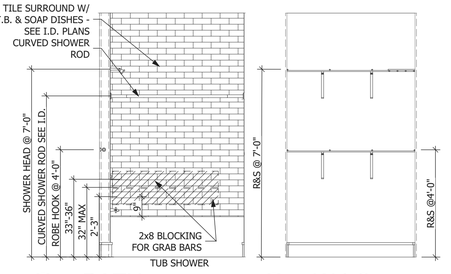

D A2-5.0 MASTER W.I.C.

SCALE: 3/8" = 1'-0"




E A2-5.0 BATH

SCALE: 3/8" = 1'-0"



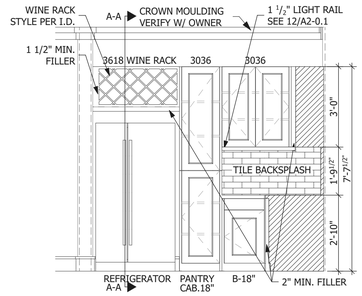

F A2-5.0 BATH

SCALE: 3/8" = 1'-0"



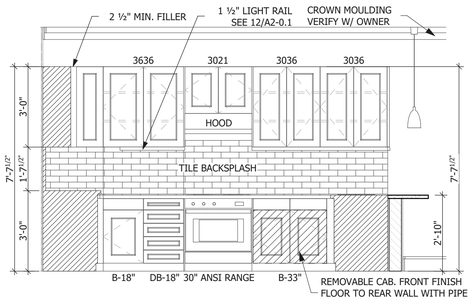

G A2-5.0 W.I.C.

SCALE: 3/8" = 1'-0"



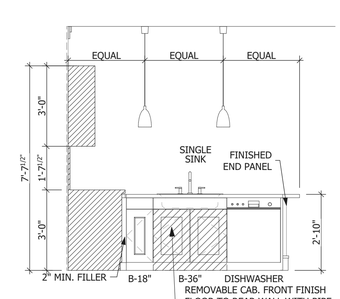

H A2-5.0 KITCHEN

SCALE: 3/8" = 1'-0"



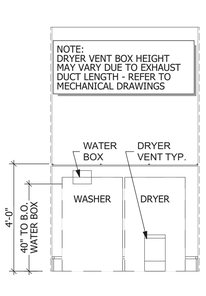

J A2-5.0 KITCHEN

SCALE: 3/8" = 1'-0"



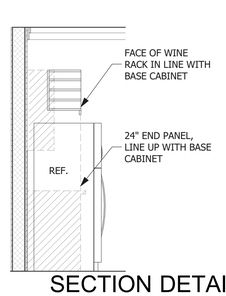

K A2-5.0 KITCHEN

SCALE: 3/8" = 1'-0"



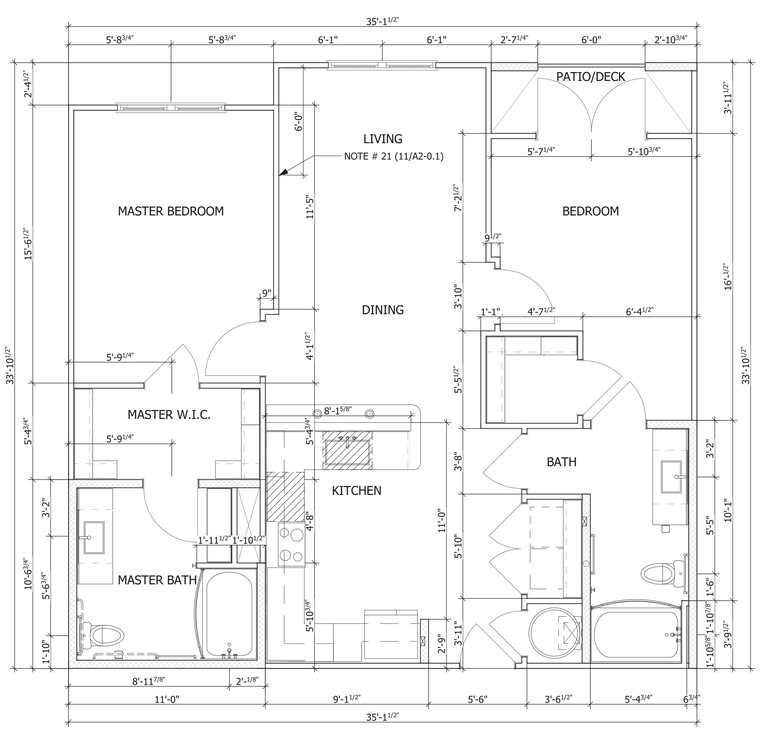

L A2-5.0 LAUNDRY

SCALE: 3/8" = 1'-0"



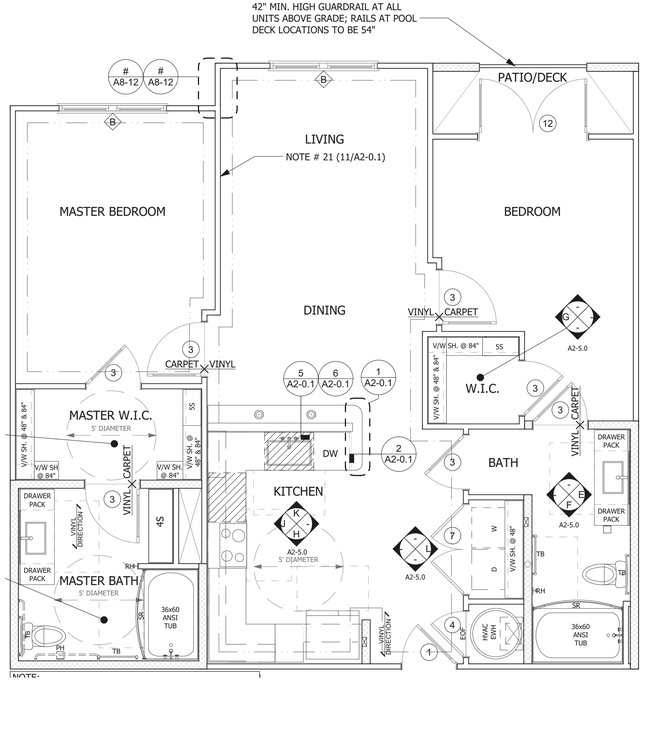

A-A A2-5.0 SECTION DETAIL AT WINE RACK

SCALE: 3/8" = 1'-0"




1 A2-5.0 B-1 ACCESSIBLE DIMENSION PLAN

SCALE: 1/4" = 1'-0"




2 A2-5.0 B-1 ACCESSIBLE CALLOUT PLAN

SCALE: 1/4" = 1'-0"

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Southeast Capital Companies

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PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT B-1 ACCESSIBLE PLANS & INTERIOR ELEVATIONS

| DRAWN BY: | CHECKED BY: |
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| SCALE: | DATE: |
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| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:

A2-5.0

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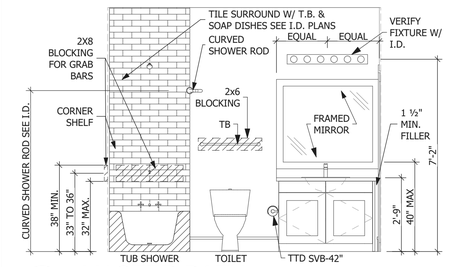
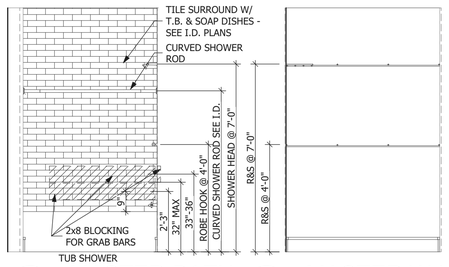
Thursday, July 22, 2021 4:42 PM




A A2-6.0 **MASTER BATH**

SCALE: 3/8" = 1'-0"

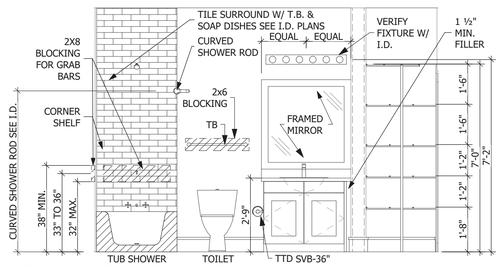



B A2-6.0 **MASTER BATH**

SCALE: 3/8" = 1'-0"

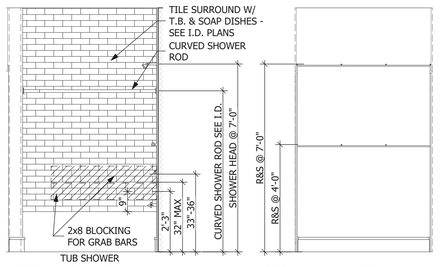
C A2-6.0 **MASTER W.I.C.**

SCALE: 3/8" = 1'-0"



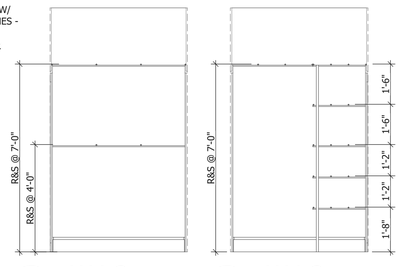

D A2-6.0 **BATH**

SCALE: 3/8" = 1'-0"




E A2-6.0 **BATH**

SCALE: 3/8" = 1'-0"



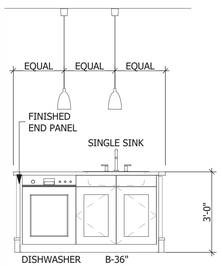

F A2-6.0 **W.I.C.**

SCALE: 3/8" = 1'-0"



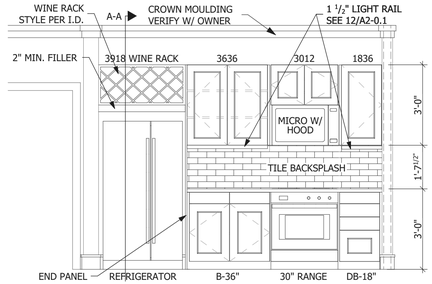

G A2-6.0 **W.I.C.**

SCALE: 3/8" = 1'-0"



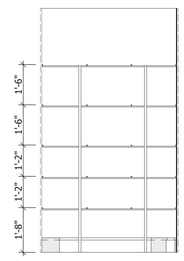

H A2-6.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



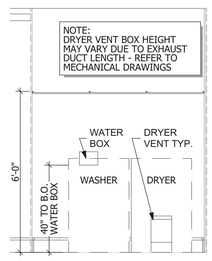

J A2-6.0 **KITCHEN**

SCALE: 3/8" = 1'-0"



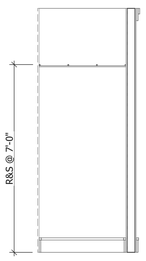

K A2-6.0 **PANTRY CLOSET**

SCALE: 3/8" = 1'-0"



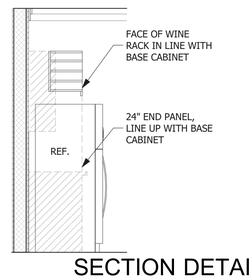

L A2-6.0 **LAUNDRY CLOSET**

SCALE: 3/8" = 1'-0"



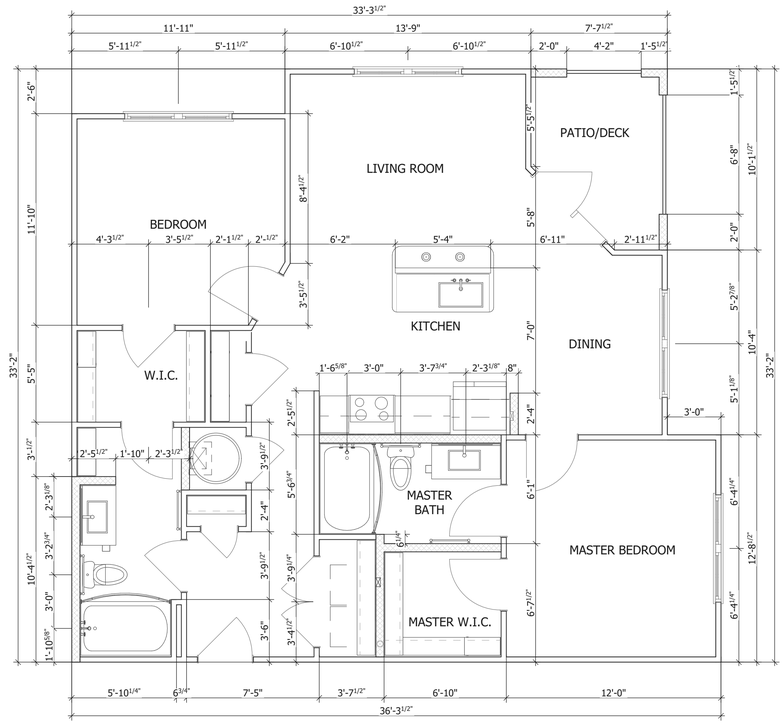

M A2-6.0 **COAT CLOSET**

SCALE: 3/8" = 1'-0"



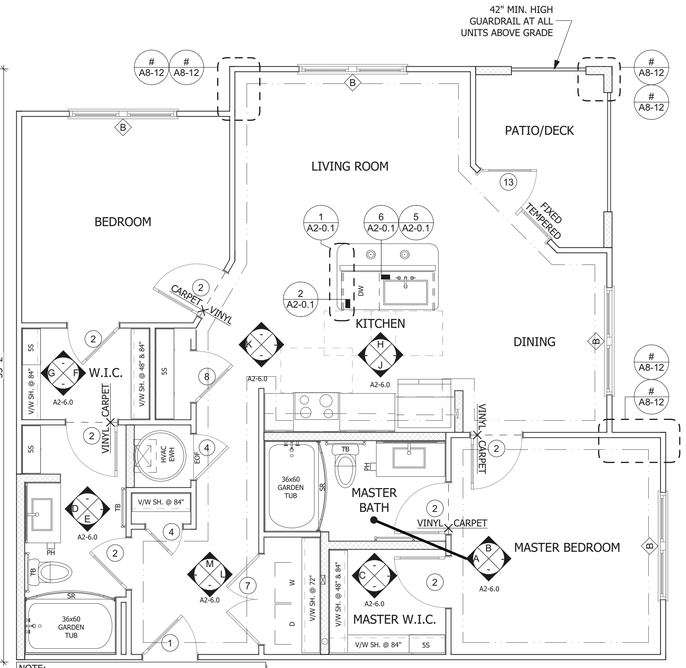

A-A A2-6.0 **SECTION DETAIL AT WINE RACK**

SCALE: 3/8" = 1'-0"




1 A2-6.0 **B-2 DIMENSION PLAN**

SCALE: 1/4" = 1'-0"




NOTE:
1. VERIFY DOOR HEIGHTS WITH DOOR SCHEDULE.
2. VERIFY CEILING HEIGHTS FOR TOP FLOOR AND ADJUST DOOR FRAMES FOR 2x6 WALLS.
3. FLOORING SUBCONTRACTOR TO CONFIRM FLOOR FINISH WITH ID DRAWINGS.
4. ALL GRADE LEVEL UNITS TO BE VINYL PLANK. VERIFY WITH ID.
5. WALL CABINETS ON TOP FLOOR TO BE 42" WHEN FLR. HT. EXCEEDS 9'-1 1/8"

NOTE: LAUNDRY AREA TO HAVE WASHER ALWAYS ON THE LEFT SIDE.

HEATED S.F. 1,005
GROSS S.F. 1,113

VERIFY BEARING WALLS WITH STRUCTURAL

2 A2-6.0 **B-2 CALLOUT PLAN**

SCALE: 1/4" = 1'-0"

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PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT B-2 PLANS & INTERIOR ELEVATIONS

| DRAWN BY: | CHECKED BY: |
|---|---|
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PROJECT NUMBER: 2121

DRAWING NUMBER: A2-6.0

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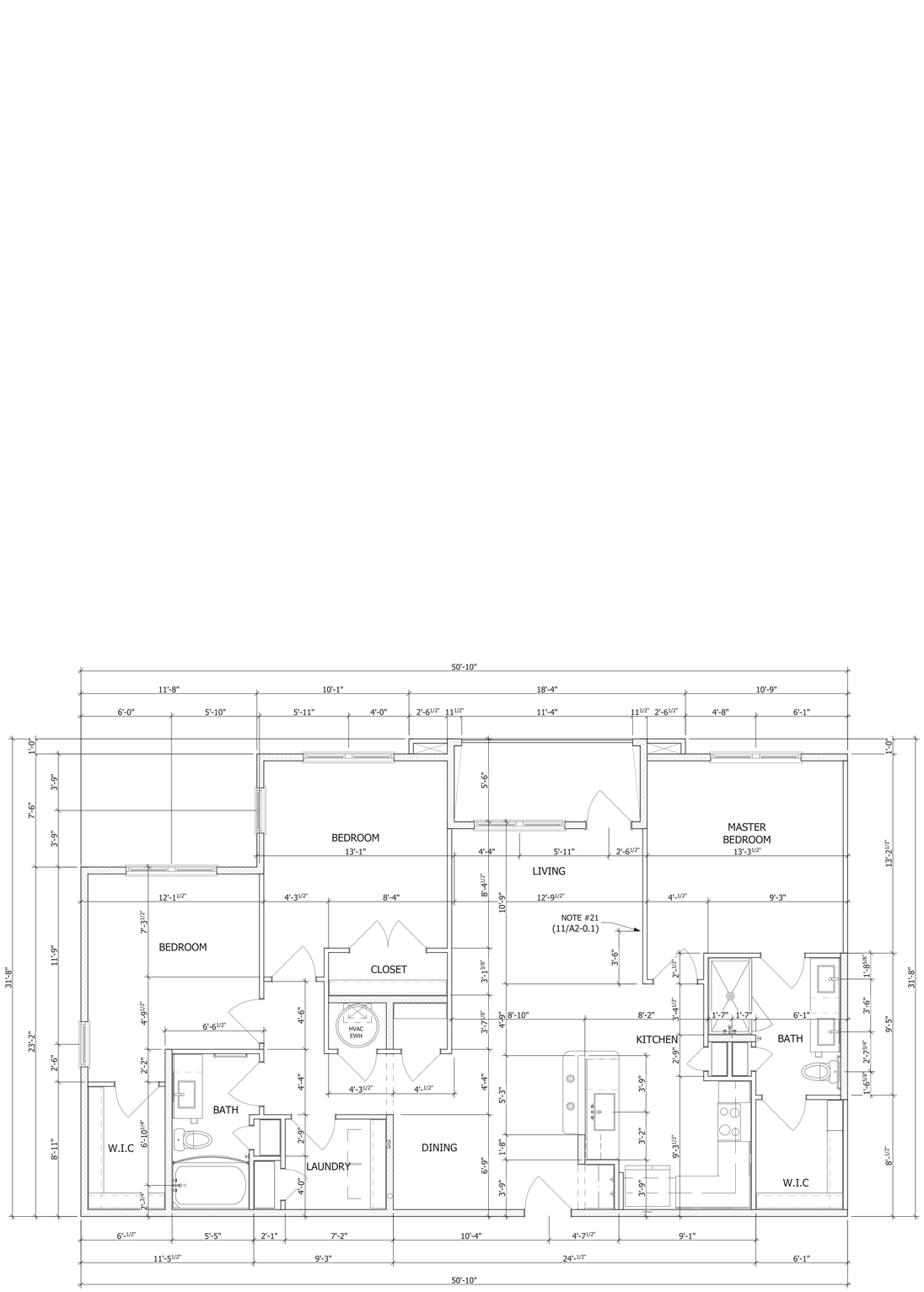
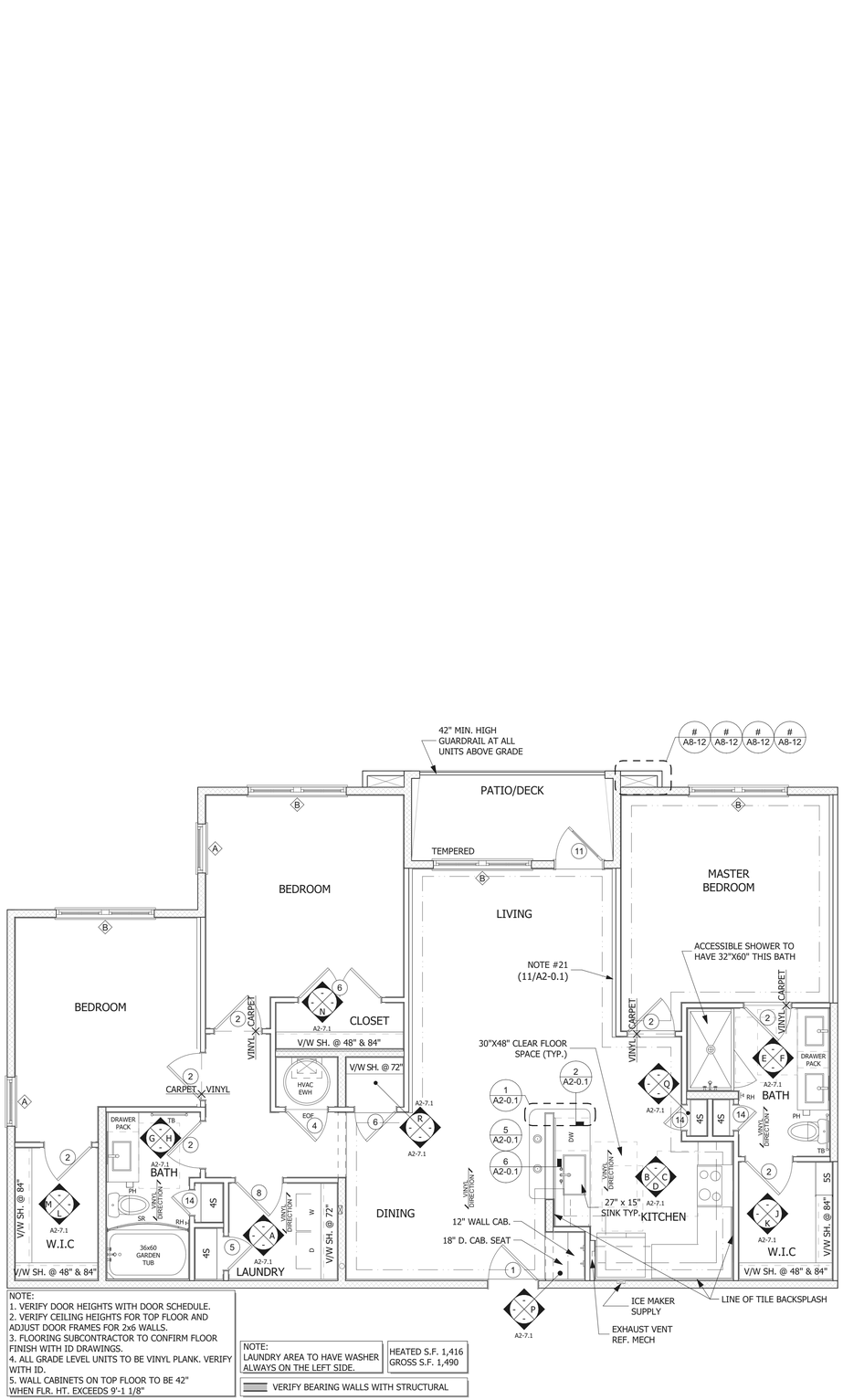
Thursday, July 22, 2021 8:35 AM




1 A2-7.0 C-1 UNIT DIMENSION PLAN

SCALE: 1/4" = 1'-0"




NOTE:
1. VERIFY DOOR HEIGHTS WITH DOOR SCHEDULE.
2. VERIFY CEILING HEIGHTS FOR TOP FLOOR AND ADJUST DOOR FRAMES FOR 2x6 WALLS.
3. FLOORING SUBCONTRACTOR TO CONFIRM FLOOR FINISH WITH ID DRAWINGS.
4. ALL GRADE LEVEL UNITS TO BE VINYL PLANK. VERIFY WITH ID.
5. WALL CABINETS ON TOP FLOOR TO BE 42" WHEN FLR. HT. EXCEEDS 9'-1 1/8"

NOTE:
LAUNDRY AREA TO HAVE WASHER ALWAYS ON THE LEFT SIDE.

HEATED S.F. 1,416
GROSS S.F. 1,490

VERIFY BEARING WALLS WITH STRUCTURAL

2 A2-7.0 C-1 UNIT CALLOUT PLAN

SCALE: 1/4" = 1'-0"

GEHEBER LEWIS ASSOCIATES

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#625
Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT C-1 PLANS

| DRAWN BY: | CHECKED BY: |
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| AS NOTED | 06/30/21 |

PROJECT NUMBER: 2121

DRAWING NUMBER: A2-7.0

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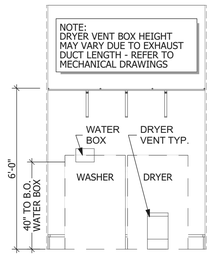
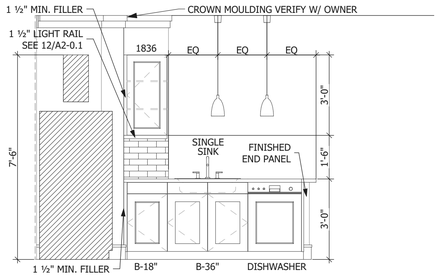
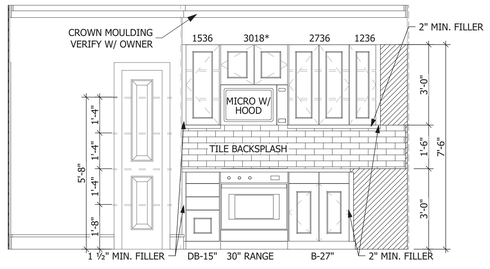
Wednesday, August 11, 2021 3:49 PM



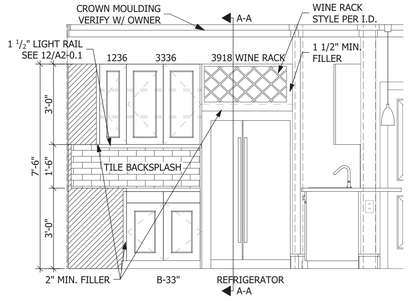

A A2-7.1 **LAUNDRY**
SCALE: 3/8" = 1'-0"




B A2-7.1 **KITCHEN**
SCALE: 3/8" = 1'-0"




C A2-7.1 **KITCHEN**
SCALE: 3/8" = 1'-0"




D A2-7.1 **KITCHEN**
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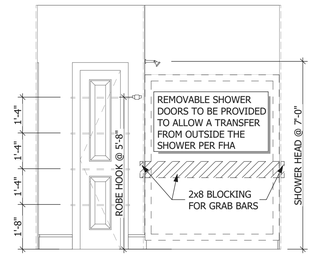
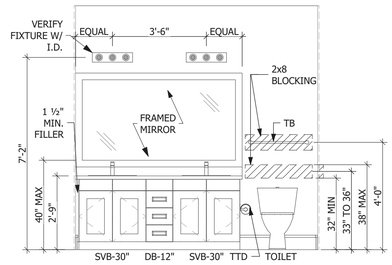



E A2-7.1 **MASTER BATHROOM**
SCALE: 3/8" = 1'-0"

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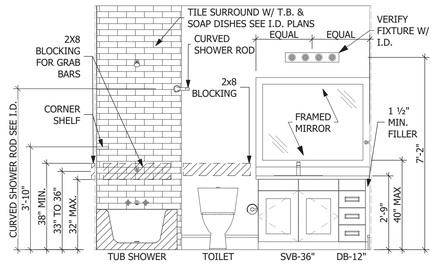
SCALE: 3/8" = 1'-0"

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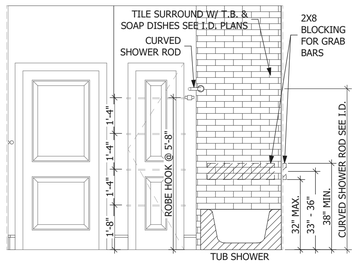
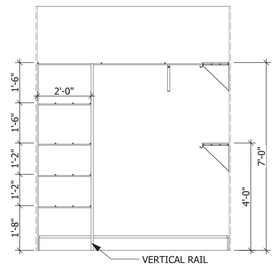
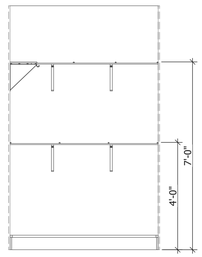
SCALE: 3/8" = 1'-0"



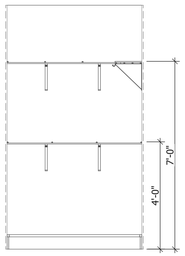

H A2-7.1 **BATHROOM**
SCALE: 3/8" = 1'-0"




J A2-7.1 **MASTER WALK IN CLOSET**
SCALE: 3/8" = 1'-0"




K A2-7.1 **MASTER WALK IN CLOSET**
SCALE: 3/8" = 1'-0"

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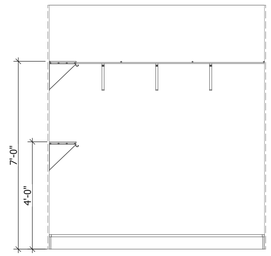
SCALE: 3/8" = 1'-0"

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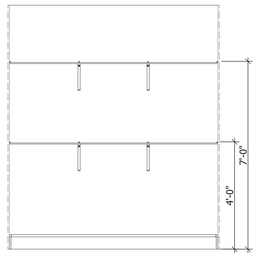
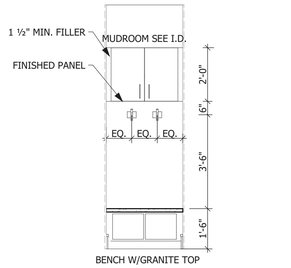



N A2-7.1 **WALK IN CLOSET**
SCALE: 3/8" = 1'-0"




P A2-7.1 **MUDROOM**
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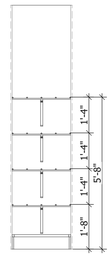


Q A2-7.1 **PANTRY**
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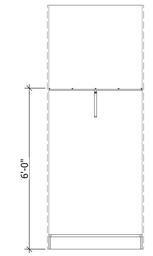
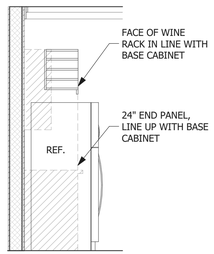



R A2-7.1 **CLOSET**
SCALE: 3/8" = 1'-0"




A-A A2-7.1 **SECTION DETAIL AT WINE RACK**
SCALE: 3/8" = 1'-0"

GEHEBER LEWIS ASSOCIATES
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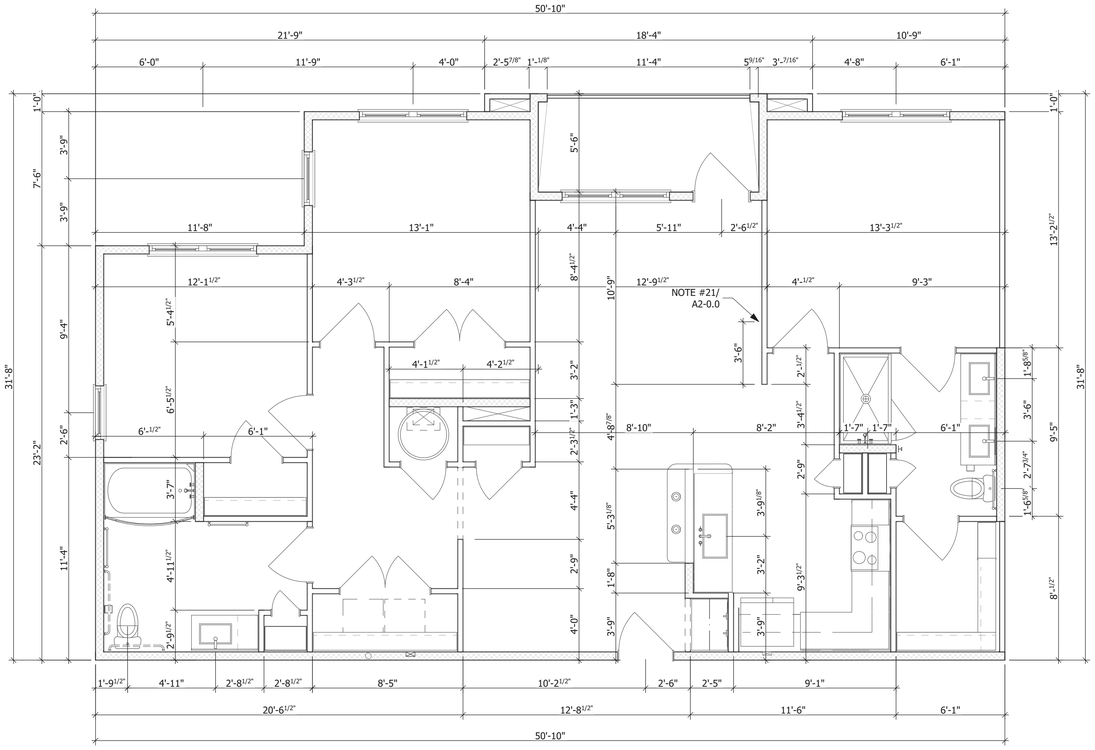
CLIENT:
Southeast Capital Companies
SOUTHEAST CAPITAL COMPANIES
2849 Paces Ferry Rd SE
#625 Atlanta, GA 30339

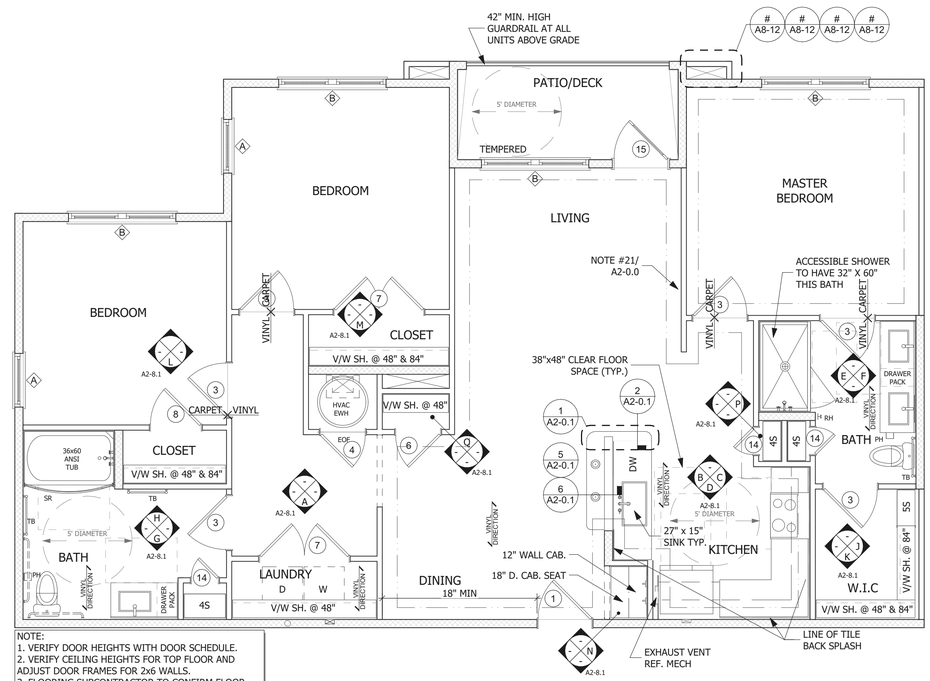
PROJECT:
SIX WEST
FULTON, GA

DRAWING TITLE:
UNIT C-1 INTERIOR ELEVATIONS

| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |
| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:
A2-7.1




NOTE:
1. VERIFY DOOR HEIGHTS WITH DOOR SCHEDULE.
2. VERIFY CEILING HEIGHTS FOR TOP FLOOR AND ADJUST DOOR FRAMES FOR 2x6 WALLS.
3. FLOORING SUBCONTRACTOR TO CONFIRM FLOOR FINISH WITH ID DRAWINGS.
4. ALL GRADE LEVEL UNITS TO BE VINYL PLANK. VERIFY WITH ID.
5. WALL CABINETS ON TOP FLOOR TO BE 42" WHEN FLR. HT. EXCEEDS 9'-1 1/8"

NOTE:
LAUNDRY AREA TO HAVE WASHER ALWAYS ON THE LEFT SIDE.

HEATED S.F. 1,416
GROSS S.F. 1,490

VERIFY BEARING WALLS WITH STRUCTURAL

2 A2-8.0 C-1 H/C UNIT DIMENSION PLAN

SCALE: 1/4" = 1'-0"

1 A2-8.0 C-1 H/C UNIT CALLOUT PLAN

SCALE: 1/4" = 1'-0"

GEHEBER
LEWIS
ASSOCIATES

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Southeast Capital Companies

SOUTHEAST
CAPITAL CO.
2849 Paces Ferry Rd SE
#625
Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

UNIT C-1 H/C PLANS

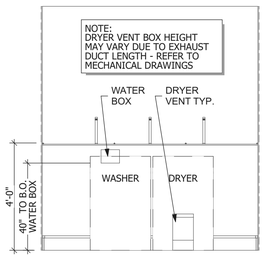
| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |

PROJECT NUMBER: 2121

DRAWING NUMBER: A2-8.0

Wednesday, August 11, 2021 3:49 PM

NOT RELEASED FOR CO




A A2-8.1 LAUNDRY
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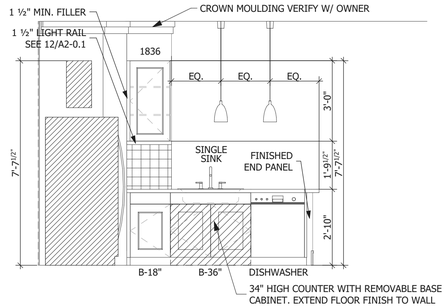


B A2-8.1 KITCHEN
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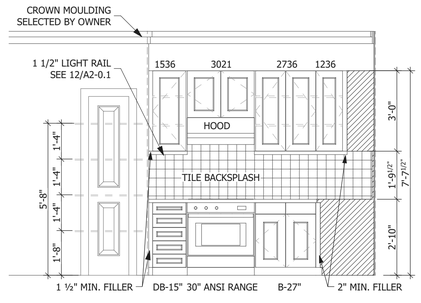


C A2-8.1 KITCHEN
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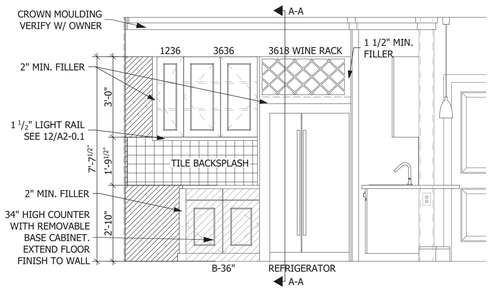
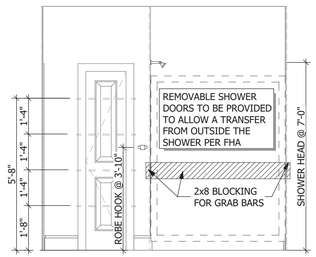



D A2-8.1 KITCHEN
SCALE: 3/8" = 1'-0"




E A2-8.1 MASTER BATHROOM
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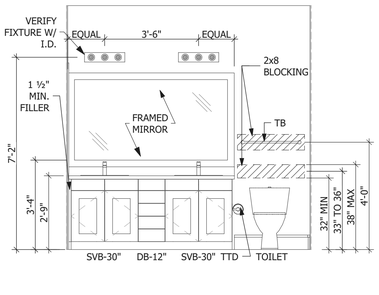


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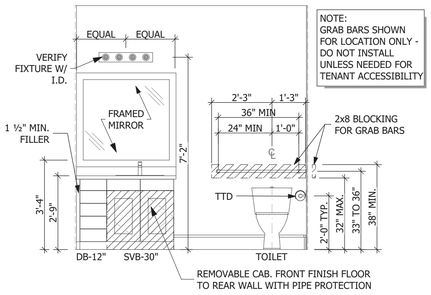


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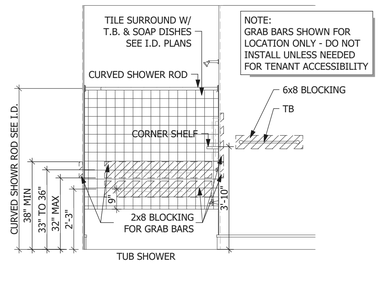


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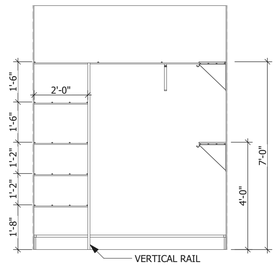
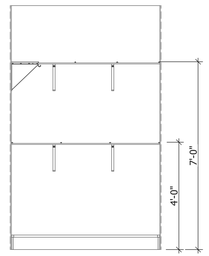
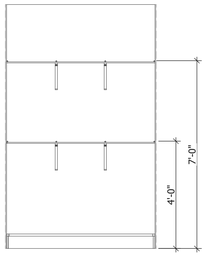



J A2-8.1 MASTER WALK IN CLOSET
SCALE: 3/8" = 1'-0"




K A2-8.1 MASTER WALK IN CLOSET
SCALE: 3/8" = 1'-0"

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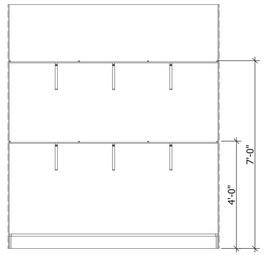
SCALE: 3/8" = 1'-0"

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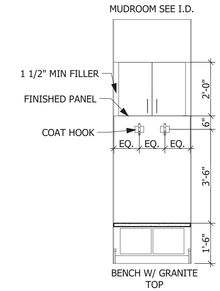


13 A2-8.1 MUD ROOM
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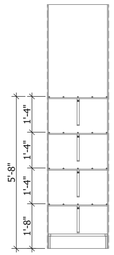


14 A2-8.1 PANTRY
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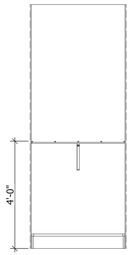


15 A2-8.1 CLOSET
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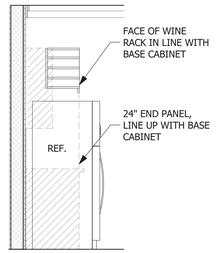


A-A A2-8.1 SECTION DETAIL AT WINE RACK
SCALE: 3/8" = 1'-0"

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Southeast Capital Companies
SOUTHEAST CAPITAL COMPANIES
2849 Paces Ferry Rd SE #
625 Atlanta GA 30339

PROJECT:
SIX WEST
#Site Full Address

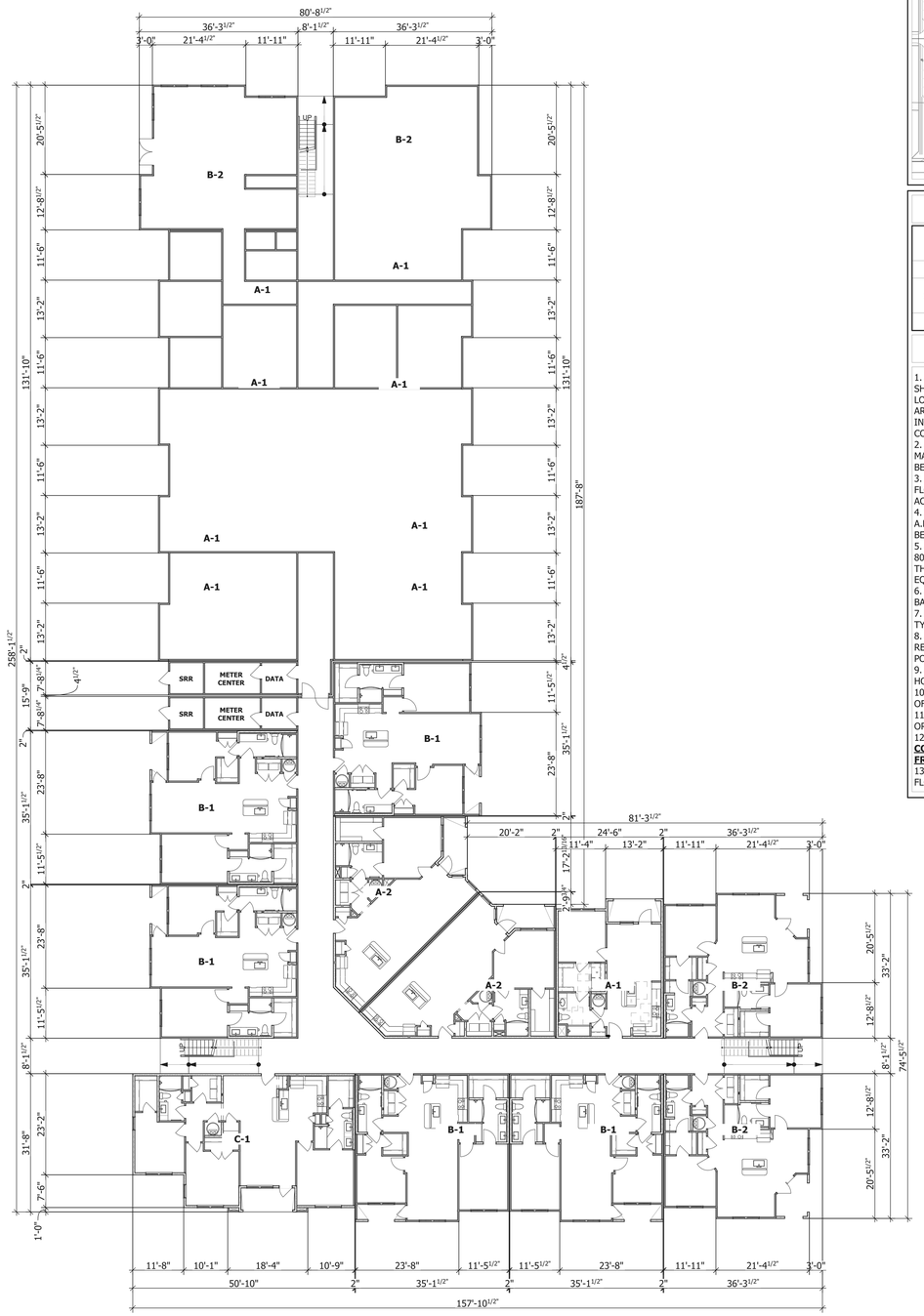
DRAWING TITLE:
UNIT C-1 H/C INTERIOR ELEVATIONS

DRAWN BY: #Drawn By
CHECKED BY: #Checked By
SCALE: AS NOTED
DATE: 06/30/21
PROJECT NUMBER: #Pln
DRAWING NUMBER: A2-8.1

Tuesday, July 27, 2021 9:53 AM

1 A3-1.0 BUILDING 1000 - SLAB PLAN

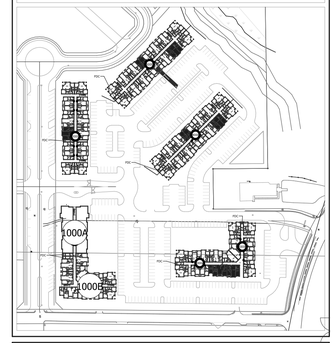
SCALE: 1/16" = 1'-0"




2 A3-1.0 BUILDING 1000 - FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

## KEY PLAN




## BUILDING LEGEND

| | | | |
|---|---|---|---|
| FE | FIRE EXTINGUISHER - 5 # MIN. 2A 10BC. LOCATION SHALL MEET NFPA10 | SR | SPRINKLER RISER ROOM |
| FDC | FIRE DEPARTMENT CONNECTION | | 2-HOUR BUILDING SEPARATION WALL |
| SP | STANDPIPE | | INDICATES LOCATION OF HC UNITS |

## BUILDING PLAN NOTES

1. ALL BUILDINGS TO BE PROVIDED WITH COMPLETE SPRINKLER SHOP DRAWINGS, CALCULATIONS AND SPECS TO SUBMIT TO THE LOCAL JURISDICTION FIRE MARSHALL'S OFFICE AND THE ARCHITECT'S OFFICE FOR PERMITTING AND REVIEWING PURPOSES, INCLUDING A SITE PLAN SHOWING THE FIRE DEPARTMENT CONNECTION FOR EACH BUILDING.
2. ALL BUILDINGS TO BE PROVIDED WITH A COMPLETE APPROVED MANUAL FIRE ALARM SYSTEM WITH PULL STATIONS. SYSTEM SHALL BE EQUIPPED WITH AUDIBLE AND VISUAL ALERTING DEVICES.
3. INSTALL FIRE EXTINGUISHER IN EACH BREEZEWAY ON EACH FLOOR DURING CONSTRUCTION UNTIL THE SPRINKLER SYSTEM IS ACTIVE.
4. SEMI-RECESSED FIRE EXTINGUISHER TO BE INSTALLED AT 48" A.F.F. MAXIMUM. TRAVEL DISTANCE TO A FIRE EXTINGUISHER SHALL BE 75'-0" OR LESS FROM ANY POINT IN THE BUILDING.
5. AUDIBLE EMERGENCY ALARMS SHALL PRODUCE A MINIMUM OF 80dB THROUGHOUT ENTIRE BUILDING AND SOUND SHALL EXCEED THE AMBIENT NOISE LEVEL BY 15dB WITH ALL DOORS CLOSED AND EQUIPMENT IN OPERATION.
6. ALL BUILDINGS TO BE PROVIDED WITH EMERGENCY LIGHTING BATTERY PACKS IN ACCORDANCE WITH NFPA 101.
7. REFER TO STRUCTURAL DRAWINGS FOR SHEAR WALL LOCATIONS, TYPES AND ANCHORAGE REQUIREMENTS.
8. ALL SLABS SHALL BE FLUSH AT UNIT ENTRY DOORS. WARP AS REQUIRED. BREEZEWAY CONCRETE SLAB & WARP SHALL BE ONE POUR.
9. ALL UNITS SHALL MEET THE REQUIREMENTS OF THE FAIR HOUSING ACT.
10. ALL PLUMBING IN EXTERIOR WALLS SHALL BE ON THE INTERIOR OF THE INSULATION.
11. ELEVATOR HYDRAULIC PIPE SHALL NOT BE ROUTED IN ANY WALL OR CEILIGN SYSTEM CONTAINING A RESIDENTIAL UNIT.
12. **INSTALL CONTROL JOINTS AT 30FT INTERVALS ON CORRIDOR WALLS AND CEILINGS AND WHERE CEILING FRAMING OR FURRING CHANGES DIRECTION.**
13. INSTALL CONTROL JOINTS AT 10FT INTERVALS ON CORRIDOR FLOORS.

GEHEBER LEWIS ASSOCIATES
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Southeast Capital Companies

SOUTHEAST CAPITAL CO.
2849 Paces Ferry Rd SE
#625
Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

BUILDING 1000 - SLAB PLAN & FIRST FLOOR PLAN

| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |
| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:

A3-1.0

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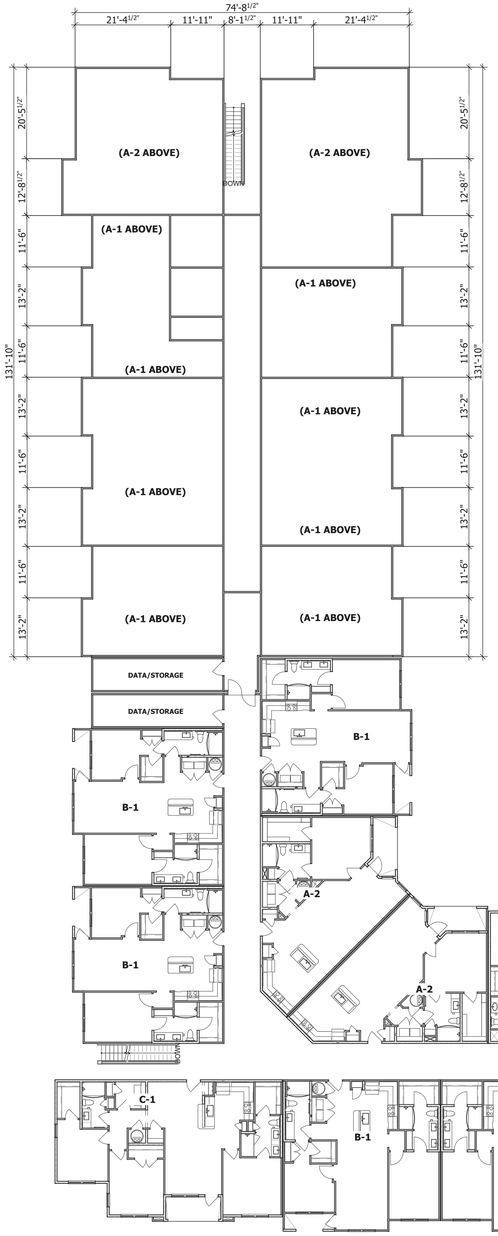
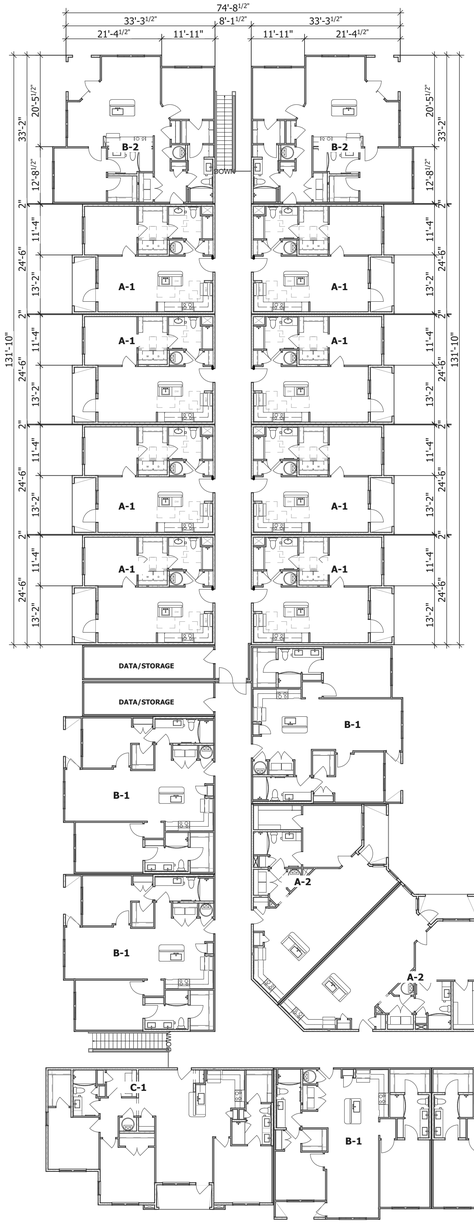
Wednesday, September 15, 2021 10:09 AM




1 A3-1.1 BUILDING 1000 - SECOND FLOOR PLAN

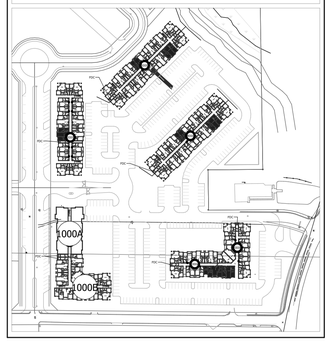
SCALE: 1/16" = 1'-0"




2 A3-1.1 BUILDING 1000 - THIRD FLOOR PLAN

SCALE: 1/16" = 1'-0"

## KEY PLAN




## BUILDING LEGEND

| | | | |
|---|---|---|---|
| FE | FIRE EXTINGUISHER - 5 # MIN. 2A 10BC, LOCATION SHALL MEET NFPA10 | SR | SPRINKLER RISER ROOM |
| FDC | FIRE DEPARTMENT CONNECTION | | 2-HOUR BUILDING SEPARATION WALL |
| SP | STANDPIPE | | INDICATES LOCATION OF HC UNITS |

## BUILDING PLAN NOTES

1. ALL BUILDINGS TO BE PROVIDED WITH COMPLETE SPRINKLER SHOP DRAWINGS, CALCULATIONS AND SPECS TO SUBMIT TO THE LOCAL JURISDICTION FIRE MARSHALL'S OFFICE AND THE ARCHITECT'S OFFICE FOR PERMITTING AND REVIEWING PURPOSES, INCLUDING A SITE PLAN SHOWING THE FIRE DEPARTMENT CONNECTION FOR EACH BUILDING.
2. ALL BUILDINGS TO BE PROVIDED WITH A COMPLETE APPROVED MANUAL FIRE ALARM SYSTEM WITH PULL STATIONS. SYSTEM SHALL BE EQUIPPED WITH AUDIBLE AND VISUAL ALERTING DEVICES.
3. INSTALL FIRE EXTINGUISHER IN EACH BREEZEWAY ON EACH FLOOR DURING CONSTRUCTION UNTIL THE SPRINKLER SYSTEM IS ACTIVE.
4. SEMI-RECESSED FIRE EXTINGUISHER TO BE INSTALLED AT 48" A.F.F. MAXIMUM. TRAVEL DISTANCE TO A FIRE EXTINGUISHER SHALL BE 75'-0" OR LESS FROM ANY POINT IN THE BUILDING.
5. AUDIBLE EMERGENCY ALARMS SHALL PRODUCE A MINIMUM OF 80dB THROUGHOUT ENTIRE BUILDING AND SOUND SHALL EXCEED THE AMBIENT NOISE LEVEL BY 15dB WITH ALL DOORS CLOSED AND EQUIPMENT IN OPERATION.
6. ALL BUILDINGS TO BE PROVIDED WITH EMERGENCY LIGHTING BATTERY PACKS IN ACCORDANCE WITH NFPA 101.
7. REFER TO STRUCTURAL DRAWINGS FOR SHEAR WALL LOCATIONS, TYPES AND ANCHORAGE REQUIREMENTS.
8. ALL SLABS SHALL BE FLUSH AT UNIT ENTRY DOORS. WARP AS REQUIRED. BREEZEWAY CONCRETE SLAB & WARP SHALL BE ONE POUR.
9. ALL UNITS SHALL MEET THE REQUIREMENTS OF THE FAIR HOUSING ACT.
10. ALL PLUMBING IN EXTERIOR WALLS SHALL BE ON THE INTERIOR OF THE INSULATION.
11. ELEVATOR HYDRAULIC PIPE SHALL NOT BE ROUTED IN ANY WALL OR CEILIGN SYSTEM CONTAINING A RESIDENTIAL UNIT.
12. **INSTALL CONTROL JOINTS AT 30FT INTERVALS ON CORRIDOR WALLS AND CEILINGS AND WHERE CEILING FRAMING OR FURRING CHANGES DIRECTION.**
13. INSTALL CONTROL JOINTS AT 10FT INTERVALS ON CORRIDOR FLOORS.

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Southeast Capital Companies

SOUTHEAST CAPITAL CO.
2849 Paces Ferry Rd SE # 625
Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

BUILDING 1000 - SECOND FLOOR PLAN & THIRD FLOOR PLAN

| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |
| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:

A3-1.1

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Tuesday, September 28, 2021 2:12 PM

# TOWNHOME

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LEWIS
ASSOCIATES

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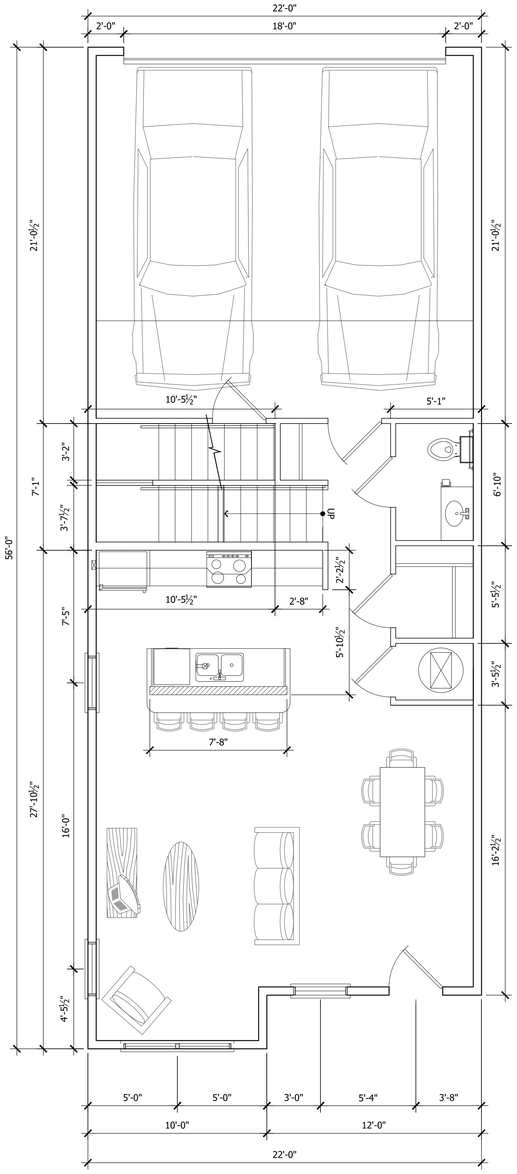
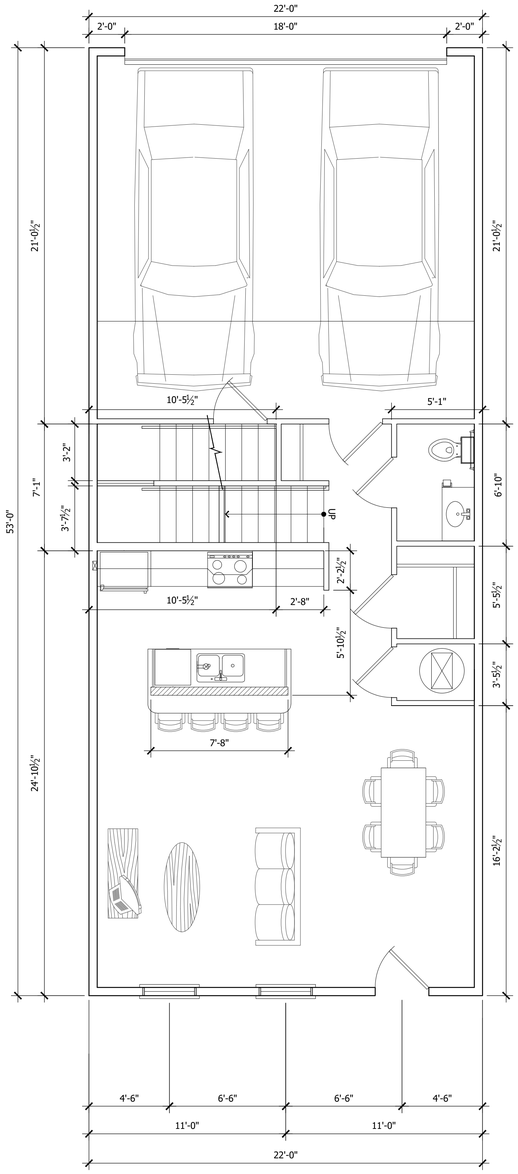


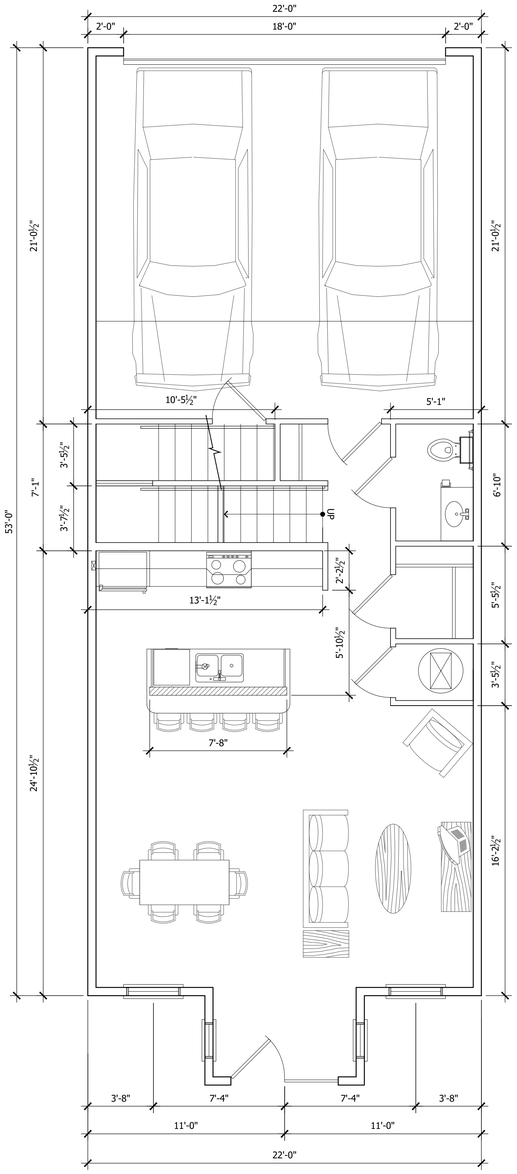

1 A2-9.0 TOWNHOME A - FIRST FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"




2 A2-9.0 TOWNHOME B - FIRST FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"




3 A2-9.0 TOWNHOME C - FIRST FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"

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PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

TOWNHOME FIRST FLOOR PLANS

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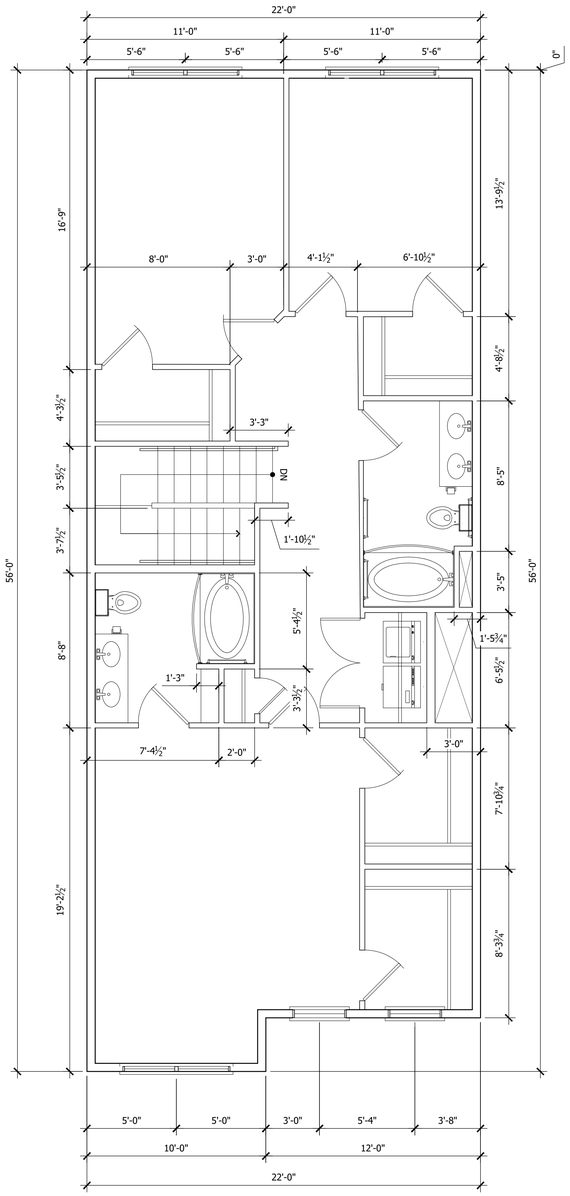
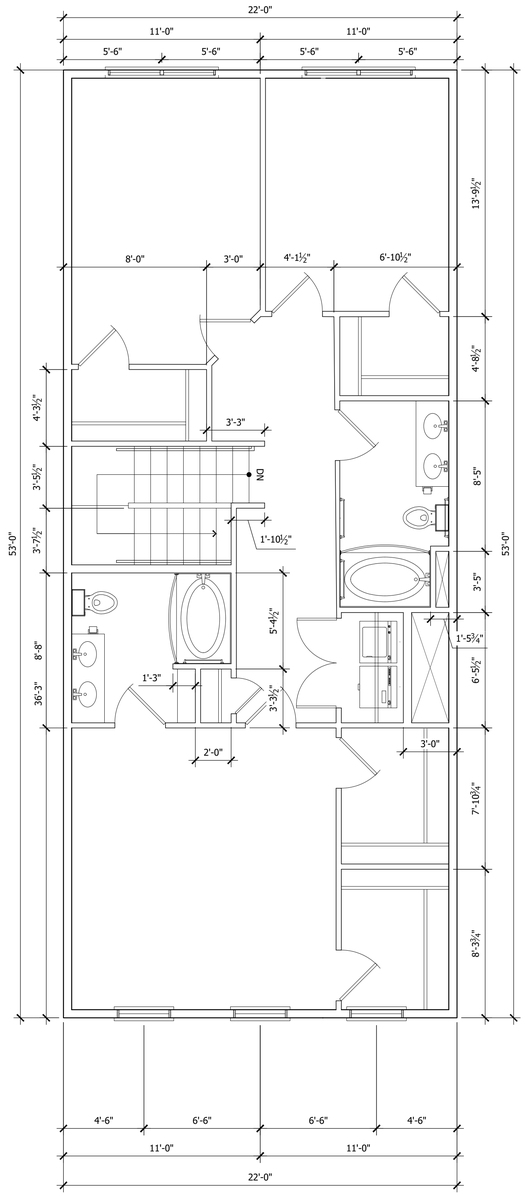


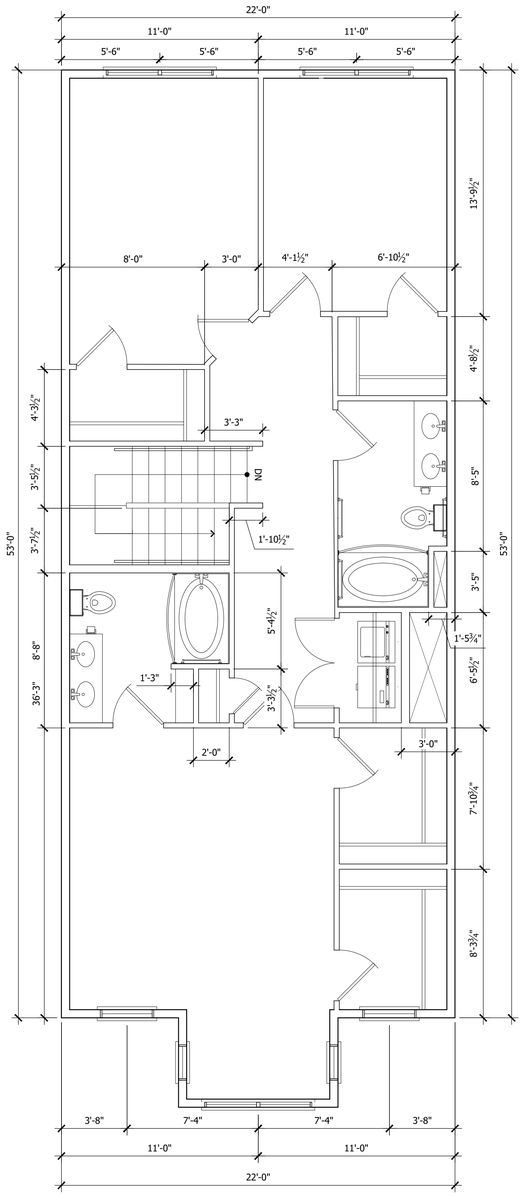

1 A2-9.1 TOWNHOME A - SECOND FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"




2 A2-9.1 TOWNHOME B - SECOND FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"




3 A2-9.1 TOWNHOME C - SECOND FLOOR DIMENSION PLAN

SCALE: 1/4" = 1'-0"

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PROJECT:

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FULTON, GA

DRAWING TITLE:

TOWNHOME SECOND FLOOR PLANS

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PROJECT NUMBER: 2121

DRAWING NUMBER: A2-9.1

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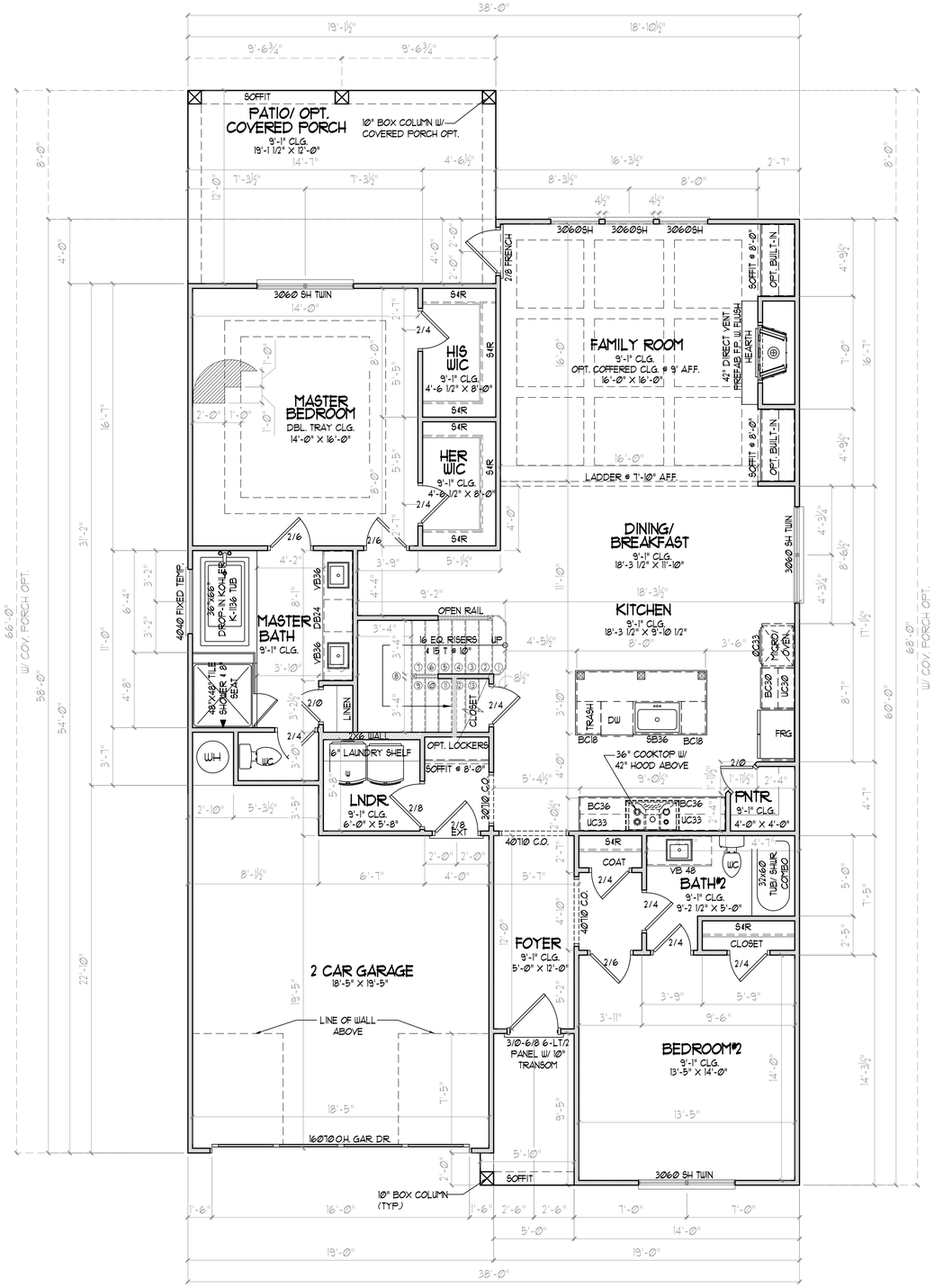
# SINGLE FAMILY - DETACHED

GEHEBER
LEWIS
ASSOCIATES

GEHEBER
LEWIS
ASSOCIATES

GEHEBER
LEWIS
ASSOCIATES

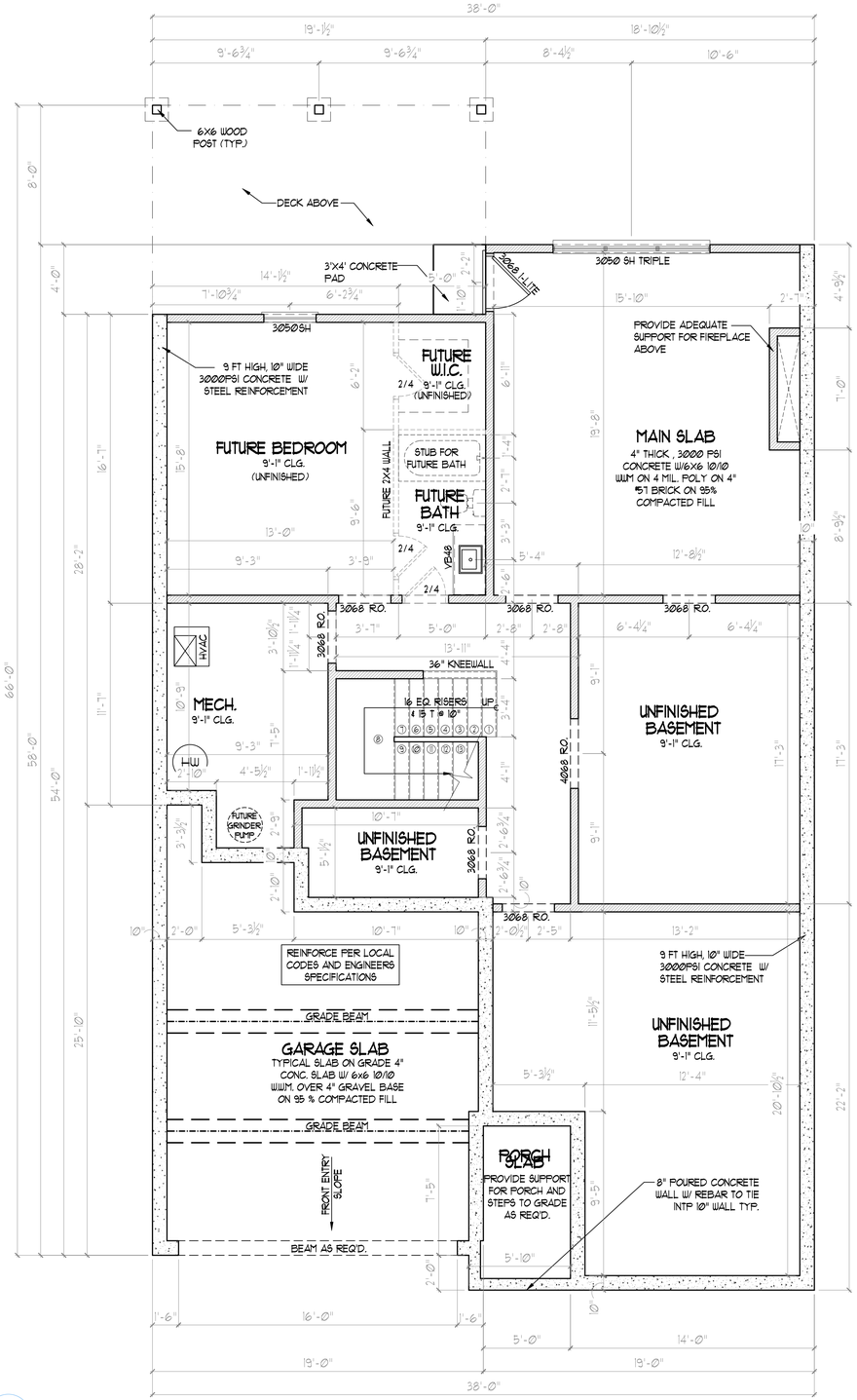
GEHEBER
LEWIS
ASSOCIATES




1 A2-10.0 MAIN FLOOR PLAN

**SCALE: 1/4" = 1'-0"**

| SQUARE FOOTAGE: | |
|---|---|
| MAIN LEVEL | 1710 |
| UPPER LEVEL | 1093 |
| TOTAL HEATED | 2803 |
| | |
| 2 CAR GARAGE | 403 |
| FRONT PORCH | 52 |
| TOTAL FRAMED | 3264 |
| | |
| OPT. REAR COVERED PORCH | 230 |




2 A2-10.0 BASEMENT FLOOR PLAN

**SCALE: 1/4" = 1'-0"**

NOTE:
HATCHED WALL INDICATES LOAD BEARING WALL.
- 18"X24" GRADE BEAM UNDER ALL 2X6 INTERIOR BEARING WALLS.

NOTE:
WINDOW & DOOR LOCATIONS PER SITE CONDITIONS. SUPERINTENDENT TO VERIFY

NOTE:
VERIFY W/ FLOOR TRUSS PROVIDER ANY LOCATIONS FOR THICKENED SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.

ALL DIMENSIONS ARE TO OUTFACE OF FRAMING.

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Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

SINGLE FAMILY - MAIN & BASEMENT FLOOR PLAN

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| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:
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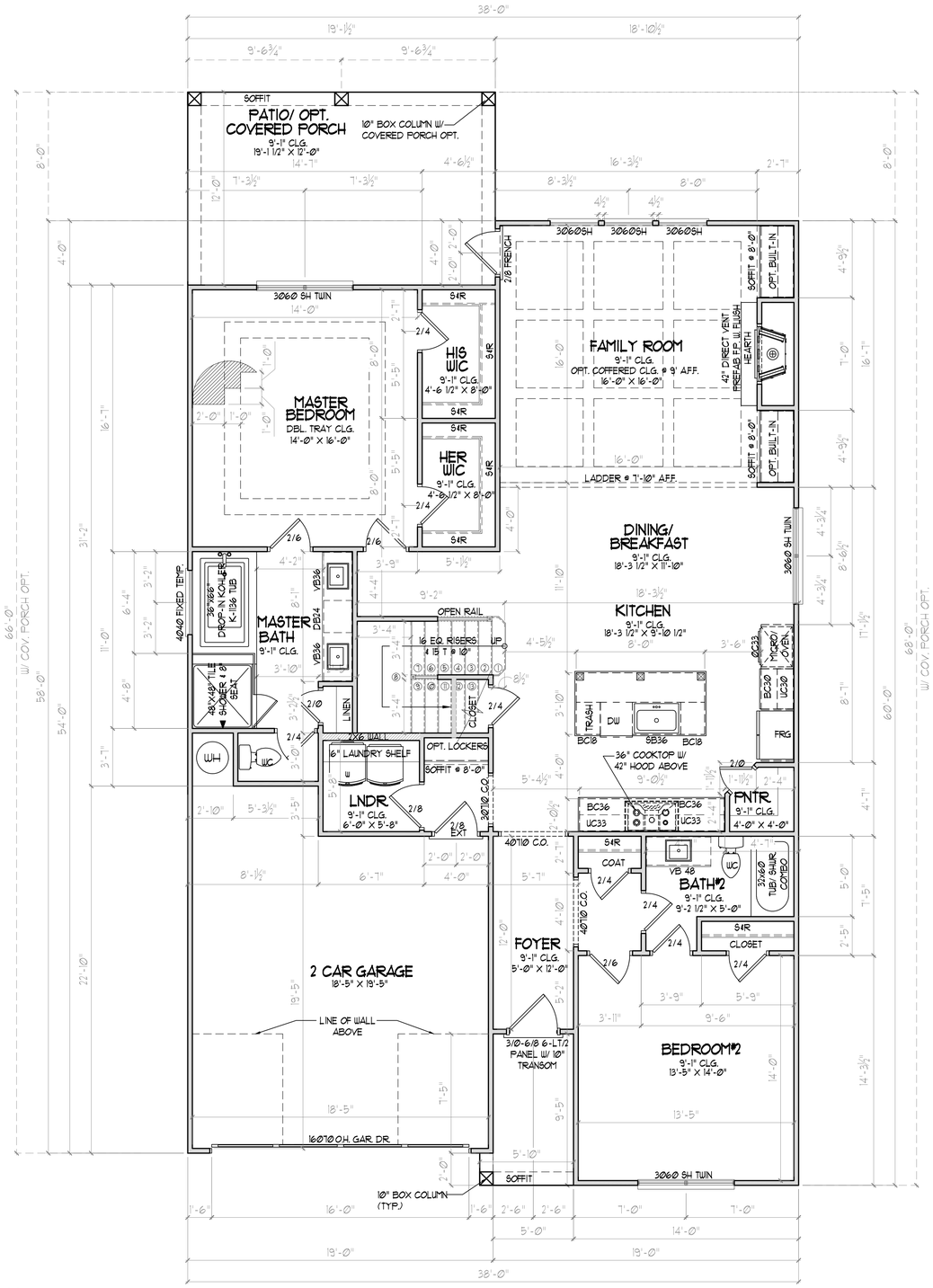
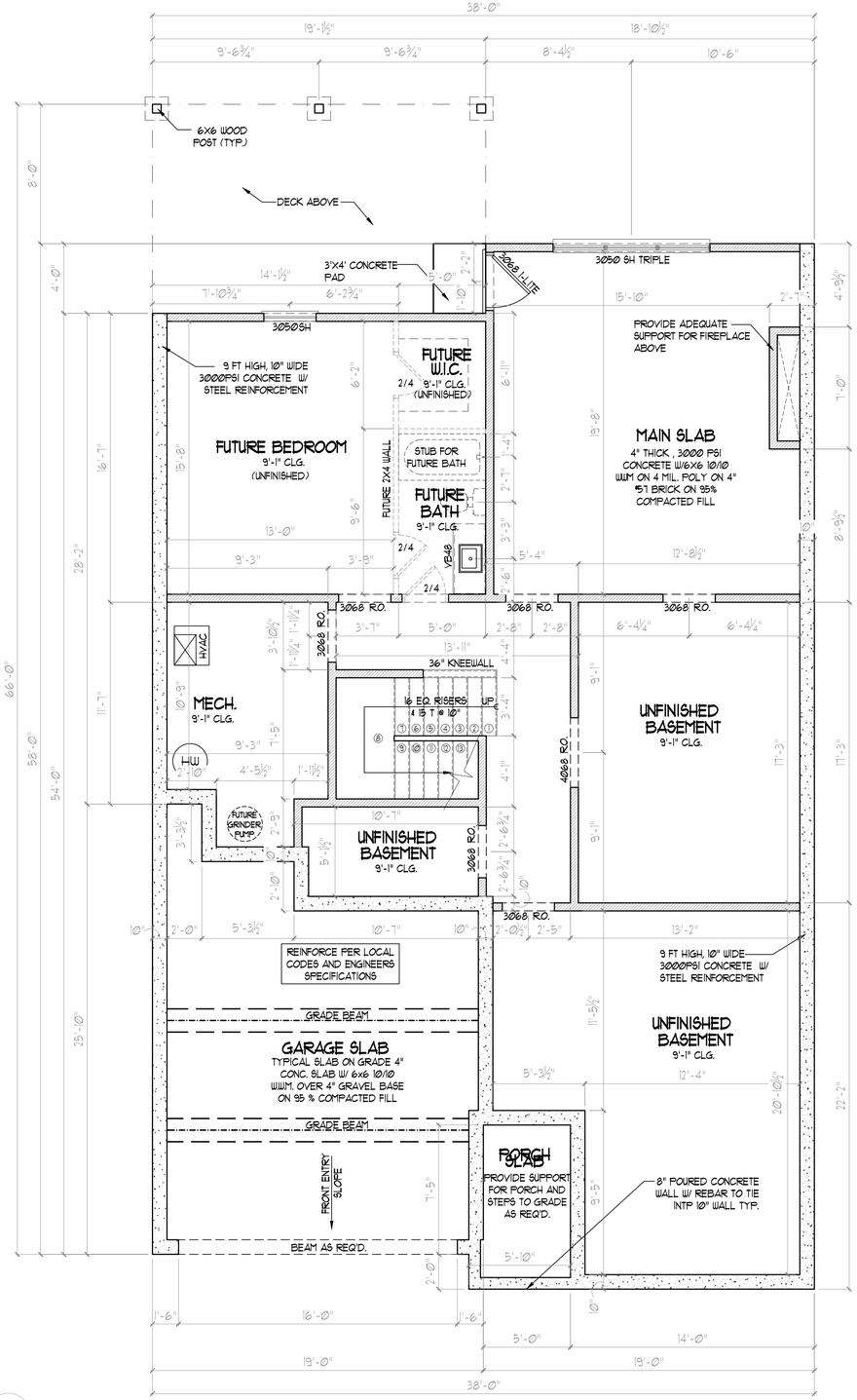



1 A2-10.0 MAIN FLOOR PLAN

**SCALE: 1/4" = 1'-0"**

| SQUARE FOOTAGE: | |
|---|---|
| MAIN LEVEL | 1710 |
| UPPER LEVEL | 1093 |
| TOTAL HEATED | 2803 |
| | |
| 2 CAR GARAGE | 403 |
| FRONT PORCH | 52 |
| TOTAL FRAMED | 3264 |
| | |
| OPT. REAR COVERED PORCH | 230 |




2 A2-10.0 BASEMENT FLOOR PLAN

**SCALE: 1/4" = 1'-0"**

NOTE:
- HATCHED WALL INDICATES LOAD BEARING WALL.
- 18"X24" GRADE BEAM UNDER ALL 2X6 INTERIOR BEARING WALLS.

NOTE:
WINDOW 4 DOOR LOCATIONS PER SITE CONDITIONS. SUPERINTENDENT TO VERIFY

NOTE:
VERIFY W/ FLOOR TRUSS PROVIDER ANY LOCATIONS FOR THICKENED SLABS PRIOR TO PLACEMENT OF CONCRETE SLAB.

ALL DIMENSIONS ARE TO OUTFACE OF FRAMING.

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Atlanta, GA 30339

PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

SINGLE FAMILY - MAIN & BASEMENT FLOOR PLAN

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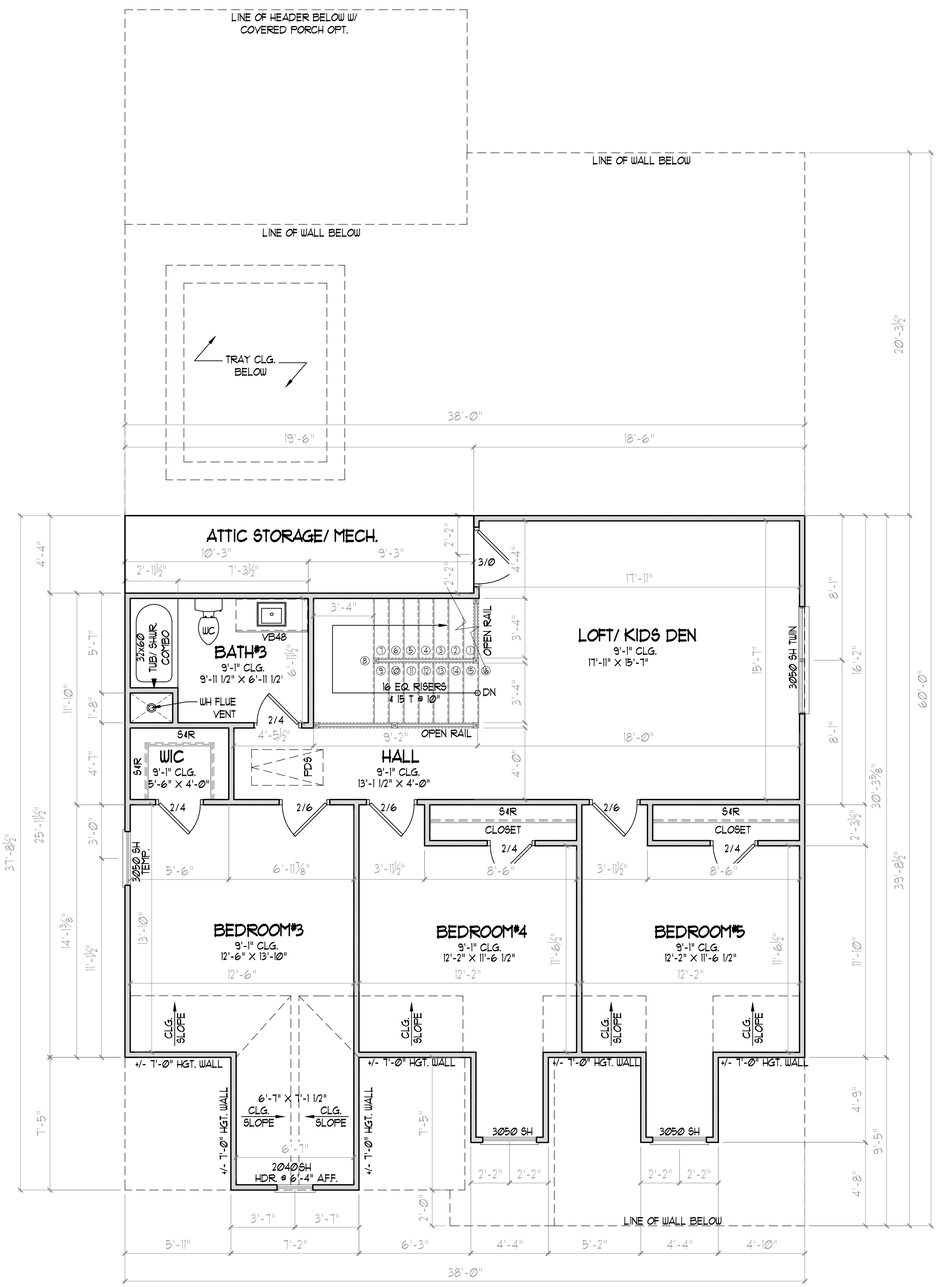
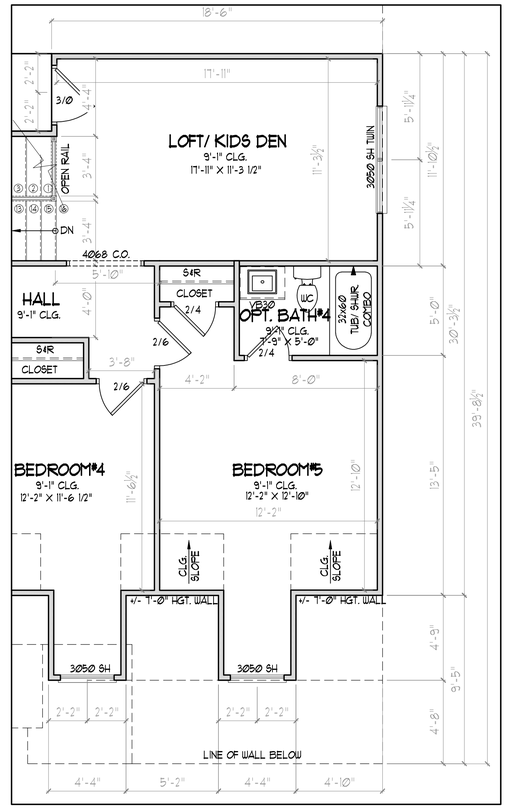



1 A2-10.1 SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

| SQUARE FOOTAGE: | |
|---|---|
| MAIN LEVEL | 1710 |
| UPPER LEVEL | 1093 |
| TOTAL HEATED | 2803 |
| | |
| 2 CAR GARAGE | 403 |
| FRONT PORCH | 52 |
| TOTAL FRAMED | 3264 |
| | |
| OPT. REAR COVERED PORCH | 230 |




OPT. BATH#4

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PROJECT:

SIX WEST

FULTON, GA

DRAWING TITLE:

SINGLE FAMILY - SECOND FLOOR PLAN

| DRAWN BY: | CHECKED BY: |
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| MD, XPN | XPN, BK |
| SCALE: | DATE: |
| AS NOTED | 06/30/21 |
| PROJECT NUMBER: | 2121 |

DRAWING NUMBER:

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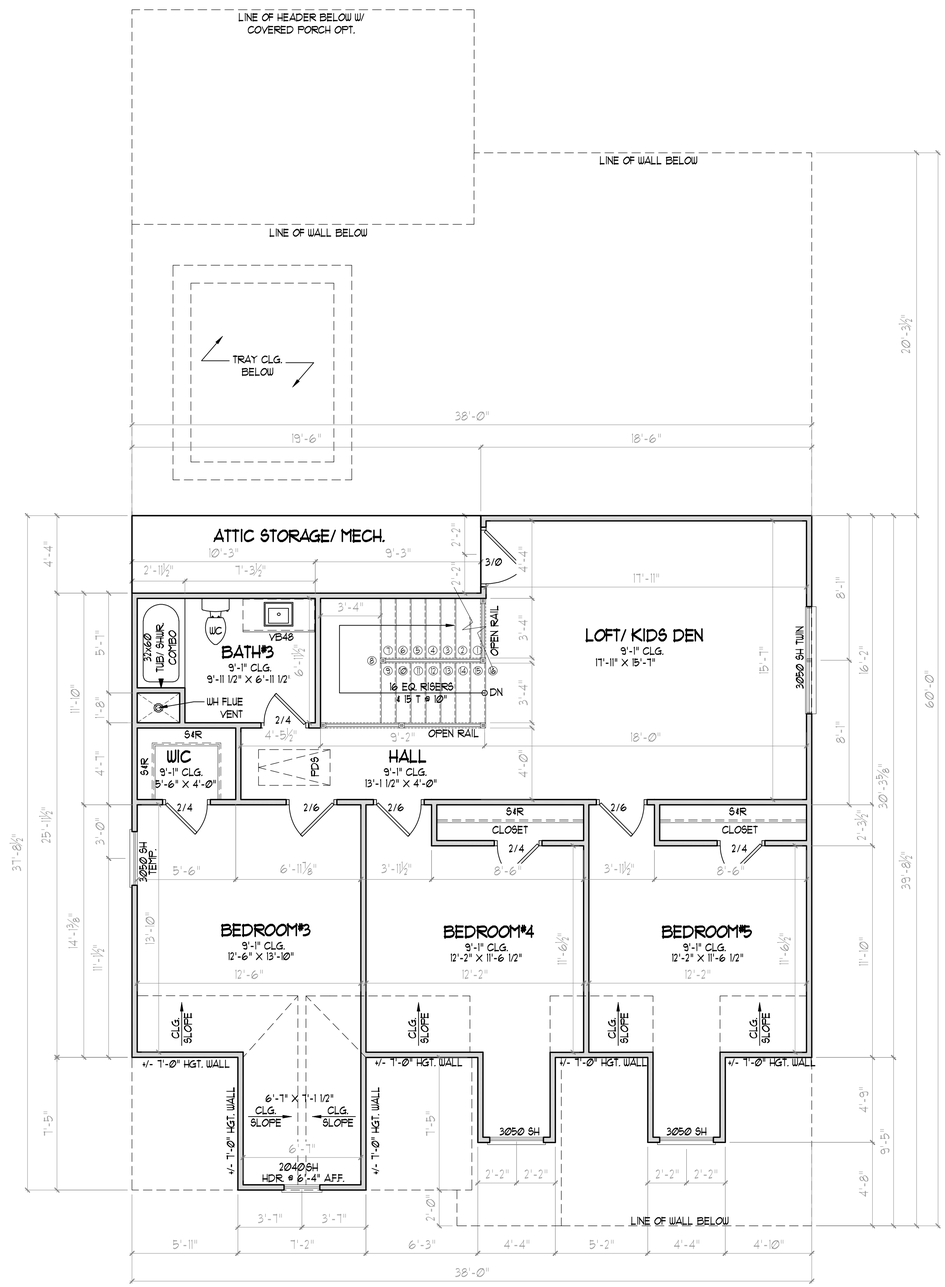
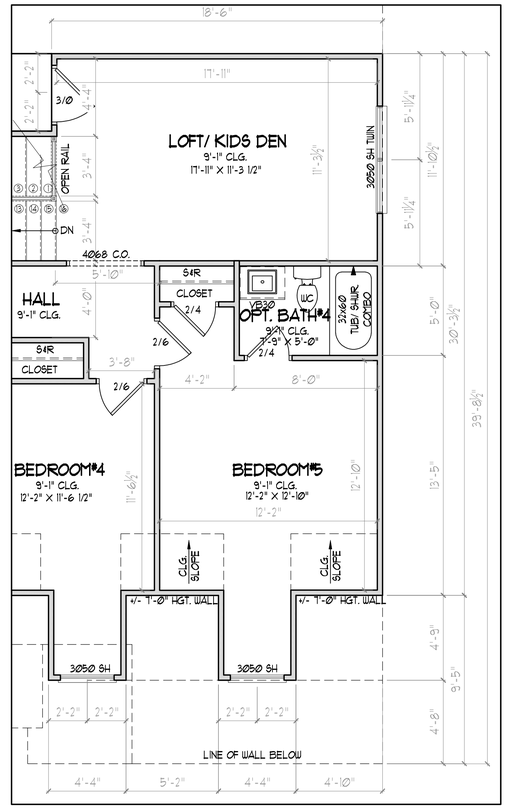



1 A2-10.1 SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

| SQUARE FOOTAGE: | |
|---|---|
| MAIN LEVEL | 1710 |
| UPPER LEVEL | 1099 |
| TOTAL HEATED | 2809 |
| | |
| 2 CAR GARAGE | 403 |
| FRONT PORCH | 52 |
| TOTAL FRAMED | 3264 |
| | |
| OPT. REAR COVERED PORCH | 230 |




**OPT. BATH#4**

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PROJECT:

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FULTON, GA

DRAWING TITLE:

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| DRAWN BY: | CHECKED BY: |
|---|---|
| MD, XPN | XPN, BK |
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| PROJECT NUMBER: 2121 | |

DRAWING NUMBER: A2-10.1

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# EXHBIT “C”

## Construction Phasing Plan

## GENERAL ADA NOTES:

1. RAMP RUNS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:12.
2. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.
3. CHANGES IN LEVEL OTHER THAN RUNNING SLOPE AND CROSS SLOPE ARE NOT PERMITTED ON RAMP RUNS.
4. RAMPS SHALL HAVE LANDING AT THE TOP AND THE BOTTOM OF EACH RAMP RUN.
5. TOP LANDINGS SHALL BE 60 INCHES WIDE MINIMUM.
6. THE LANDING CLEAR LENGTH SHALL BE 60 INCHES LONG MINIMUM.
7. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING.
8. RAMP RUNS SHALL HAVE COMPLIANT HANDRAILS.
9. A CURB, 2 INCHES HIGH MINIMUM, OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4 INCH DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE GROUND SURFACE. TO PREVENT WHEEL ENTRAPMENT, THE CURB OR BARRIER SHALL PROVIDE A CONTINUOUS AND UNINTERRUPTED BARRIER ALONG THE LENGTH OF THE RAMP.
10. LANDING SUBJECT TO WET CONDITIONS SHALL BE DESIGNED TO PREVENT THE ACCUMULATION OF WATER.
11. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS OR RAMPS
12. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS AND RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.
13. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.
14. AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEGINNING DIRECTLY ABOVE THE FIRST RISER NOSING. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.
15. AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE LAST RISER NOSING. THE HORIZONTAL EXTENSION OF A HANDRAIL SHALL BE 12 INCHES LONG MINIMUM AND A HEIGHT EQUAL TO THAT OF THE SLOPING PORTION OF THE HANDRAIL AS MEASURED ABOVE THE STAIRS NOSINGS. EXTENSION SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.

## NOTES

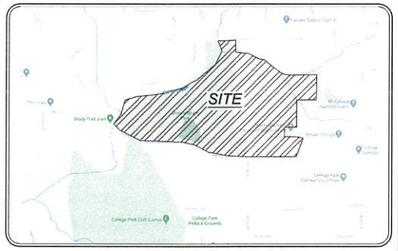
1. USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.

## FAA SITE ELEVATION POINTS

| POINT # | LATITUDE (N) | LONGITUDE (W) | ELEVATION (FT) |
|---|---|---|---|
| P1 | 33° 39' 24.12" | 84° 27' 32.04" | 1004 |
| P2 | 33° 39' 28.80" | 84° 27' 32.76" | 976 |
| P3 | 33° 39' 34.92" | 84° 27' 39.60" | 920 |
| P4 | 33° 39' 29.88" | 84° 27' 50.40" | 950 |
| P5 | 33° 39' 28.80" | 84° 27' 57.60" | 930 |
| P6 | 33° 39' 25.56" | 84° 27' 55.80" | 914 |
| P7 | 33° 39' 24.48" | 84° 27' 44.28" | 982 |
| P8 | 33° 39' 23.76" | 84° 27' 38.52" | 998 |

## PAVING LEGEND

- CONCRETE PAVING
- L.D. ASPHALT
- H.D. ASPHALT
- CONCRETE S/W




## LOCATION MAP

N.T.S.

## PROJECT INFORMATION

**SITE DATA**

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF |
|---|---|---|
| FRONT: | 15' | 0' |
| SIDE: | 7' | 0' |
| BACK: | 20' | 0' |

**BUILDING DATA**

| | |
|---|---|
| SINGLE-FAMILY DETACHED | 69 LOTS |
| TOWNHOMES | 117 UNITS |
| MULTI-FAMILY | 260 UNITS |
| 7.45 UNITS/A.C. | |

**PARKING DATA**

PARKING PROVIDED: ±402 SPACES
1.55 SPACES/UNIT

**OPEN SPACE**

| | |
|---|---|
| OPEN SPACE REQUIRED | 20% (11.98 A.C.) |
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

**UTILITY PROVIDERS**

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

## CONTRUCTION PHASING

- PHASE I
- PHASE II
- PHASE III

AREA SUMMARY:
59.887 ACRES OR
-2,608,687 Sq. Ft

Parcel ID: 14
01910008047 3
Owner: COLLEGE PARK
BUSINESS & INDUSTRIAL
DEVELOPMENT AUTHORITY

Parcel ID: 4 01910008046 5
Owner: ARTHUR L WHITE

WET EXTENDED DETENTION POND A
248,391 CF

WET EXTENDED DETENTION POND B
266,284 CF

EXISTING BRADY REC. CENTER

RELOCATE BRADY PLAYGROUND

AMENITY AREA OR BRADY GREENSPACE EXPANSION

PARK AREA

COLLEGE PARK CHURCH OF GOD

COLLEGE PARK MUNICIPAL GOLF COURSE

30' ALLEY

N0°15'43"W 29.96'

150.04' S89°24'29"E

S0°54'04"E 201.52'

S0°02'35"W 30.23'

S0°52'40"W 436.76'

N62°01'47"W 40.63'

279.73' N62°01'56"E

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N64°32'01"W 77.27'

S89°59'57"E 193.07'

S68°2 27.1

### OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

### ENGINEER

DYLAN LEE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341
(770) 452-7849
DLEE@EBERLY.NET

### 24 HOUR CONTACT

KIMBALL ROBINSON
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GRAPHIC SCALE

( IN FEET )
1 inch = 80 ft.

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LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

OVERALL LAYOUT AND STAKING PLAN

| | |
|---|---|
| SCALE: | 1"= 80' |
| DATE: | 07/08/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

SHEET NO.
C3.0
NOT ISSUED FOR CONSTRUCTION

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# SIX WEST RESIDENTIAL

*CITY OF COLLEGE PARK, GA* *FULTON COUNTY*

## PROJECT INFORMATION

**SITE DATA**

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF |
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1.55 SPACES/UNIT

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| | |
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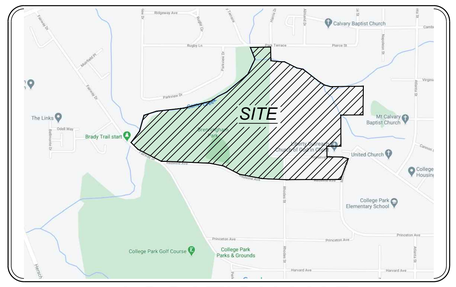
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

**UTILITY PROVIDERS**

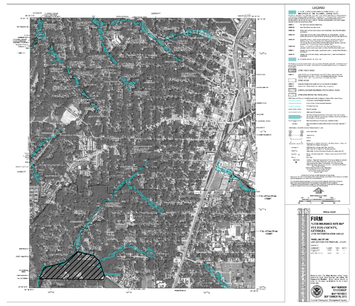
WATER: COLLEGE PARK
SEWER: COLLEGE PARK




## LOCATION MAP

*N.T.S.*

GPS LOCATION OF SITE: 33.6565° N, 84.4609° W



PORTION OF THIS PROPERTY LIES IN THE FLOOD HAZARD ZONE AE AS PER THE FULTON COUNTY F.I.R.M. NO. 13121C0362F DATED SEPTEMBER 18, 2013.

## PROJECT DESCRIPTION

THE SITE WILL BE PREPARED FOR CONSTRUCTION OF AN APPROXIMATELY 69-LOT RESIDENTIAL DEVELOPMENT, 117 TOWNHOME UNITS AND 260 APARTMENT UNITS. THIS WILL CONSIST OF, BUT NOT LIMITED TO, UNDERGROUND UTILITY INSTALLATION, GRADING, PAVING, AND EROSION CONTROL. THERE WILL BE BUILDING WITH ASSOCIATED AUTO PARKING, UTILITIES, AND A STORM CONVEYANCE SYSTEM. DRIVEWAY CONNECTIONS WILL BE PROVIDED AT REDWINE AVE AND MCDONALD ST.

## SHEET INDEX



| SHEET NO. | SHEET TITLE |
|---|---|
| C0.0 | COVER SHEET & GENERAL NOTES |
| C3.0 | OVERALL LAYOUT & STAKING PLAN |
| C3.1 | LAYOUT & STAKING PLAN |
| C3.2 | LAYOUT & STAKING PLAN |
| C3.3 | LAYOUT & STAKING PLAN |
| C4.0 | OVERALL GRADING & DRAINAGE PLAN |
| C4.1 | GRADING & DRAINAGE PLAN |
| C4.2 | GRADING & DRAINAGE PLAN |
| C4.3 | GRADING & DRAINAGE PLAN |
| C5.0 | OVERALL UTILITY PLAN |
| C5.1 | UTILITY PLAN |
| C5.2 | UTILITY PLAN |
| C5.3 | UTILITY PLAN |
| TP1.0 | EXISTING TREE SURVEY |
| TP1.1 | TREE PROTECTION & REMOVAL |
| TP1.2 | ARBORIST REPORT |
| TP1.3 | ARBORIST REPORT |



## LEGEND

PROPOSED CURB & GUTTER
TRAFFIC FLOW
PARKING BAY COUNT (10)
CONC. PAVING
LIGHT DUTY PAVING
HEAVY DUTY PAVING
CONC. SIDEWALK
DRAINAGE FLOW
PROPOSED CONTOUR 898
PROPOSED SPOT ELEVATION +98.0
PROPOSED STORM SEWER ST ST
PROPOSED STORM INLET — DI. A-1, SWCB A-2, DWCB A-3, JB. A-4 (J), GA. DOT TYPE E W/HOOD, LANDSCAPE DRAIN
PROPOSED HEADWALL ST HW. A-1
LIMITS OF DISTURBANCE
SANITARY SEWER/MANHOLE MH. A-2 (S) 8"S.S.L. MH. A-1 (S)
WATER MAIN/VALVE 8"W
FIRE HYDRANT FH.
WATER METER/ BACK FLOW PREVENTOR 2"WM & BFP
WATER METER/ DOUBLE DETECTOR CHECK 10"WM & DDC IN VAULT

## GENERAL NOTES

1. THE DISTURBED ACREAGE OF THE SITE IS 45.51 ACRES.
2. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND WAYS, MEANS AND METHODS OF CONSTRUCTION.
3. COMPLY WITH APPLICABLE STATE, FEDERAL, AND LOCAL CODES AND OBTAIN ALL NECESSARY LICENSES AND PERMITS.
4. PROJECT BENCHMARK: , EL. XXXX.XX'.
5. VERIFY BUILDING DIMENSIONS FROM ARCHITECTURAL DRAWINGS FOR FIELD STAKING.
6. PROVIDE AND MAINTAIN OFF-STREET PARKING THROUGHOUT CONSTRUCTION IN AREAS DESIGNATED BY THE OWNER.
7. FIELD VERIFY LOCATION AND INVERTS OF EXISTING SANITARY SEWER FOR CONNECTION TO EXISTING SEWER SYSTEM.
8. PROVIDE SIGNING AND STRIPING ACCORDING TO LOCAL JURISDICTION SPECIFICATIONS.
9. PERFORM ALL WORK IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.
10. THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES THAN THOSE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN. VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. REPAIR ALL DAMAGES MADE TO EXISTING UTILITIES AT NO COST TO THE OWNER.
11. CALL UTILITIES PROTECTION CENTER 811.
12. THE BOUNDARY INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEYS PREPARED BY PRIME ENGINEERING DATED: 03/30/2020.
13. THE TOPOGRAPHIC INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEYS PREPARED BY PRIME ENGINEERING DATED: 03/30/2020.
14. PERFORM ALL WORK IN CITY, COUNTY, STATE, AND FEDERAL RIGHTS-OF-WAY IN STRICT CONFORMANCE WITH APPLICABLE STANDARDS AND SPECIFICATIONS OF THE APPROPRIATE GOVERNING AGENCIES.
15. PROVIDE NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY WITHIN THE RIGHT-OF-WAY FOR THE PROTECTION AND THE SAFETY OF THE PUBLIC AND MAINTAIN THROUGHOUT CONSTRUCTION.
16. UNLESS INDICATED OTHERWISE ON THE PLANS, REMOVE AND DISPOSE OF ALL EXISTING IMPROVEMENTS, TREES AND OTHER DEBRIS, WITHIN THE LIMITS OF THE WORK, FROM THE SITE AND DISPOSE OF IN AN APPROVED LANDFILL. DO NOT BURY ANY WASTE MATERIAL ON SITE.
17. FURNISH AND MAINTAIN ANY AND ALL NECESSARY BARRICADES AROUND THE WORK AND PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
18. NOTIFY INSPECTOR 24 HOURS PRIOR TO CONSTRUCTION.
19. INSTALL ALL APPROPRIATE TREE PROTECTION MEASURES PRIOR TO CONSTRUCTION ACTIVITIES.
20. REFER TO TREE PROTECTION PLANS FOR TREE CLEARING LIMITS.
21. VERIFY EXISTING TOPOGRAPHIC DATA, LOCATIONS OF EXISTING UTILITIES, AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
22. CUT AND FILL SLOPES 2:1 OR FLATTER (SEE PLANS).
23. GRASS AND RIP RAP ALL OPEN DRAINAGE SWALES AS NECESSARY TO CONTROL EROSION.
24. STRIP AND STOCKPILE TOPSOIL. SPREAD 4" OF TOPSOIL ON LANDSCAPE AREAS AND REMOVE EXCESS TOPSOIL FROM SITE. PREPARE SUB GRADE FOR PAVEMENT AND CURBS AND BACK FILL CURBS AFTER CURB CONSTRUCTION.
25. PROVIDE SUPPLY OF TOPSOIL FOR LANDSCAPE CONTRACTOR FOR INSTALLATION IN ALL LANDSCAPE ISLANDS.
26. PROVIDE AND INSTALL TOPSOIL IN DISTURBED AREAS TO BE GRASSED, TO INCLUDE PAVEMENT SHOULDERS AND DETENTION AREAS.
27. CONFINE OFF-SITE ACTIVITIES TO EXISTING RIGHTS OF WAY AND EASEMENTS.
28. CONNECT TO EXISTING UTILITIES AND INSTALL UTILITIES IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.
29. COORDINATE WITH BUILDING PLUMBING PLANS TO ASSURE ACCURACY OF UTILITY CONNECTIONS AND COMPLIANCE WITH LOCAL CODES.
30. INSTALL GATE VALVES IN HEAVY DUTY ROADWAY VALVE BOXES FOR ALL WATER VALVES.
31. AT COMPLETION OF SEWER AND WATER CONSTRUCTION, SET ALL MANHOLES, VALVE BOXES, METERS AND APPURTENANCES FOR PROPER FINISH GRADE. NOTICEABLY STAKE AND FLAG. SITE UTILITY SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE ABOVE ITEMS UNTIL SYSTEM IS ACCEPTED BY OWNER.
32. INSTALL HYDRANTS AND MAINS UNDER PRESSURE BEFORE ANY COMBUSTIBLE CONSTRUCTION IS STARTED.
33. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR CONSENT OF THE OWNER OR HIS REPRESENTATIVE MAY CAUSE THE WORK TO BE UNACCEPTABLE.
34. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE PROJECT. READY TO USE. FURNISH AND INSTALL ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE JOB.
35. CHECK ALL BUILDING DIMENSIONS AND COORDINATE WITH THE ARCHITECTURAL PLANS.
36. PAINT PAVEMENT MARKING, INCLUDING STANDARD HANDICAP SYMBOLS, PARKING STRIPING AND TRAFFIC ARROWS, ON PAVEMENT AT LOCATIONS SHOWN. SEE PAVEMENT MARKING DETAIL.
37. PROVIDE BOLLARDS AT LOCATIONS SHOWN, AND AROUND TRANSFORMERS, GAS METERS, AND OTHER UTILITIES IN VULNERABLE TRUCK AREAS.
38. INSTALL SEDIMENTATION AND EROSION CONTROL MEASURES PRIOR TO CLEARING GRADING AND DEMOLITION WORK. MAINTAIN ALL SEDIMENTATION AND EROSION CONTROL MEASURES UNTIL ACCEPTANCE OF THE SITE BY THE OWNER.
39. ALL GRADING AND SITE PREPARATION SHALL CONFORM WITH SPECIFICATIONS CONTAINED IN REPORT OF GEOTECHNICAL INVESTIGATION PREPARED BY OASIS CONSULTING SERVICES DATED 01/05/2021.
40. ON-SITE FIRE PROTECTION SYSTEM LAYOUTS ARE SHOWN FOR LAND DISTURBANCE PERMIT INFORMATION ONLY. PROVIDE FINAL DESIGN AND PERMIT FROM THE FIRE PROTECTION CONTRACTOR. INSTALL VAULTS, METERS, MAINS, HYDRANTS, AND APPURTENANCES ONLY AFTER FIRE DEPARTMENT APPROVAL OF THE FIRE PROTECTION CONTRACTOR'S PLANS.
41. ALL FIRE PROTECTION SYSTEMS SHALL COMPLY WITH NFPA SECTION 6.6 REGARDING SECTIONAL VALVES UNLESS OTHERWISE SPECIFIED BY THE FIRE PROTECTION ENGINEER.


**OWNER/DEVELOPER**
SOUTHEAST CAPITAL COMPANIES
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ATLANTA, GA 30339
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PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | * |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

COVER SHEET & GENERAL NOTES

PROJECT NO.
21-017

SHEET NO.
C0.0
NOT ISSUED FOR CONSTRUCTION

G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base KM.dwg September 27, 2021

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## GENERAL ADA NOTES:

1. RAMP RUNS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:12.
2. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.
3. CHANGES IN LEVEL OTHER THAN RUNNING SLOPE AND CROSS SLOPE ARE NOT PERMITTED ON RAMP RUNS.
4. RAMPS SHALL HAVE LANDING AT THE TOP AND THE BOTTOM OF EACH RAMP RUN
5. TOP LANDINGS SHALL BE 60 INCHES WIDE MINIMUM
6. THE LANDING CLEAR LENGTH SHALL BE 60 INCHES LONG MINIMUM
7. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING
8. RAMP RUNS SHALL HAVE COMPLIANT HANDRAILS
9. A CURB, 2 INCHES HIGH MINIMUM, OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4 INCH DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE GROUND SURFACE. TO PREVENT WHEEL ENTRAPMENT, THE CURB OR BARRIER SHALL PROVIDE A CONTINUOUS AND UNINTERRUPTED BARRIER ALONG THE LENGTH OF THE RAMP.
10. LANDING SUBJECT TO WET CONDITIONS SHALL BE DESIGNED TO PREVENT THE ACCUMULATION OF WATER.
11. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS OR RAMPS
12. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS AND RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.
13. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.
14. AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEGINNING DIRECTLY ABOVE THE FIRST RISER NOSING. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.
15. AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE LAST RISER NOSING. THE HORIZONTAL EXTENSION OF A HANDRAIL SHALL BE 12 INCHES LONG MINIMUM AND A HEIGHT EQUAL TO THAT OF THE SLOPING PORTION OF THE HANDRAIL AS MEASURED ABOVE THE STAIRS NOSINGS. EXTENSION SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.

## NOTES

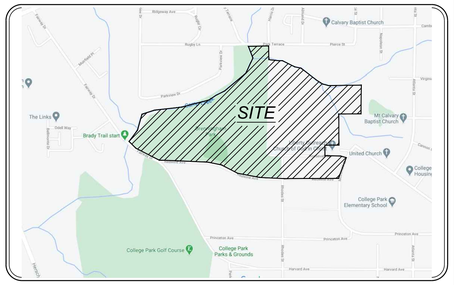
1. USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.

## FAA SITE ELEVATION POINTS

| POINT # | LATITUDE (N) | LONGITUDE (W) | ELEVATION (FT) |
|---|---|---|---|
| P1 | 33° 39' 24.12" | 84° 27' 32.04" | 1004 |
| P2 | 33° 39' 28.80" | 84° 27' 32.76" | 976 |
| P3 | 33° 39' 34.92" | 84° 27' 39.60" | 920 |
| P4 | 33° 39' 29.88" | 84° 27' 50.40" | 950 |
| P5 | 33° 39' 28.80" | 84° 27' 57.60" | 930 |
| P6 | 33° 39' 25.56" | 84° 27' 55.80" | 914 |
| P7 | 33° 39' 24.48" | 84° 27' 44.28" | 982 |
| P8 | 33° 39' 23.76" | 84° 27' 38.52" | 998 |

## PAVING LEGEND

- CONCRETE PAVING
- L.D. ASPHALT
- H.D. ASPHALT
- CONCRETE S/W




## LOCATION MAP

N.T.S.

## PROJECT INFORMATION

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ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
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| | |
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| TOWNHOMES | 117 UNITS |
| MULTI-FAMILY | 260 UNITS |
| 7.45 UNITS/A.C. | |

### PARKING DATA

PARKING PROVIDED: ±882 SPACES

| | |
|---|---|
| MF: | 402 SPACES |
| | 1.55 SPACES/UNIT |
| TH: | 2 CAR GARAGES |
| | 2.0 SPACES/UNIT |
| SF-D: | 2 CAR GARAGES |
| | 2.0 SPACES/UNIT |
| BRADY CENTER: | 81 SPACES |
| OTHER: | 27 SPACES |

### OPEN SPACE

| | |
|---|---|
| OPEN SPACE REQUIRED | 20% (11.98 A.C.) |
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

### UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

AREA SUMMARY:
59.887 ACRES OR
2,608,687 Sq. Ft

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019100080473
Owner: COLLEGE PARK BUSINESS & INDUSTRIAL DEVELOPMENT AUTHORITY

Parcel ID: 4 019100080465
Owner: ARTHUR L WHITE

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WET EXTENDED DETENTION POND B
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EXISTING BRADY REC. CENTER

RELOCATE BRADY PLAYGROUND

AMENITY AREA OR BRADY GREENSPACE EXPANSION

PARK AREA

COURTYARD AMENITY

AMENITY & LEASING

POOL & DECK

DOG PARK

COLLEGE PARK CHURCH OF GOD

COLLEGE PARK MUNICIPLE GOLF COURSE

30' ALLEY

S0°54'04"E 201.52'

S0°02'35"W 30.23'

150.04' S89°24'29"E

N0°15'43"W 29.96'

S0°52'40"W 439.76'

S89°59'57"E 193.07'

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279.73' N42°03'56"E

N61°45'49"W 59.82'

N61°20'18"W 191.63'

S68°2 27.1

### OWNER/DEVELOPER

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### ENGINEER

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### 24 HOUR CONTACT

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GRAPHIC SCALE

80 0 40 80 160 320

( IN FEET )
1 inch = 80 ft.

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LAND LOT 191 & 192
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2201 REDWINE AVE

REVISIONS:

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| SCALE: | 1"= 80' |
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| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

SHEET NO.
C3.0

NOT ISSUED FOR CONSTRUCTION

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G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base.dwg October 04, 2021

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8. RAMP RUNS SHALL HAVE COMPLIANT HANDRAILS
9. A CURB, 2 INCHES HIGH MINIMUM, OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4 INCH DIAMETER SPHERE, WHERE ANY PORTION OF THE SPHERE IS WITHIN 4 INCHES OF THE GROUND SURFACE. TO PREVENT WHEEL ENTRAPMENT, THE CURB OR BARRIER SHALL PROVIDE A CONTINUOUS AND UNINTERRUPTED BARRIER ALONG THE LENGTH OF THE RAMP.
10. LANDING SUBJECT TO WET CONDITIONS SHALL BE DESIGNED TO PREVENT THE ACCUMULATION OF WATER.
11. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS OR RAMPS
12. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCHBACK OR DOGLEG STAIRS AND RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.
13. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.
14. AT THE TOP OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES MINIMUM BEGINNING DIRECTLY ABOVE THE FIRST RISER NOSING. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.
15. AT THE BOTTOM OF A STAIR FLIGHT, HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE LAST RISER NOSING. THE HORIZONTAL EXTENSION OF A HANDRAIL SHALL BE 12 INCHES LONG MINIMUM AND A HEIGHT EQUAL TO THAT OF THE SLOPING PORTION OF THE HANDRAIL AS MEASURED ABOVE THE STAIRS NOSINGS. EXTENSION SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.

## NOTES

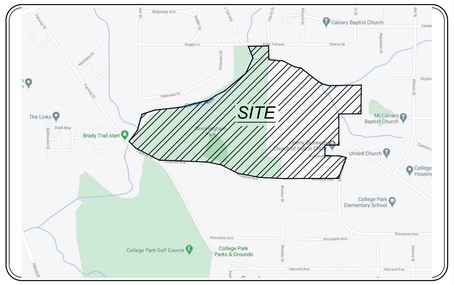
1. USE ARCHITECTURAL PLANS FOR BUILDING STAKE OUT.
2. ALL DIMENSIONS SHOWN ARE FROM FACE OF BUILDING, CURB, OR WALL UNLESS OTHERWISE NOTED.

## STEETSCAPE AND LIGHTING NOTES

1. STREET TREES AND LIGHTING FIXTURES ADJACENT TO MULTI-FAMILY AND TOWNHOMES ARE TO BE PLACED 70' ON CENTER.
2. STREET TREES AND LIGHTING FIXTURES ADJACENT TO SINGLE-FAMILY ARE TO BE PLACED 100' ON CENTER
3. ALL STREET TREES ADJACENT TO SINGLE-FAMILY LOTS ARE TO BE OVERSTORY

## PAVING LEGEND

- CONCRETE PAVING
- L.D. ASPHALT
- H.D. ASPHALT
- CONCRETE S/W




## LOCATION MAP

N.T.S.

## PROJECT INFORMATION

### SITE DATA

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
|---|---|---|---|
| FRONT: | 15' | 0' | 0' |
| SIDE: | 7' | 0' | 0' |
| BACK: | 20' | 0' | 0' |

### BUILDING DATA

| | |
|---|---|
| SINGLE-FAMILY DETACHED | 69 LOTS |
| TOWNHOMES | 117 UNITS |
| MULTI-FAMILY | 260 UNITS |
| 7.45 UNITS/A.C. | |

### PARKING DATA

PARKING PROVIDED: ±882 SPACES

| | |
|---|---|
| MF: | 402 SPACES<br>1.55 SPACES/UNIT |
| TH: | 2 CAR GARAGES<br>2.0 SPACES/UNIT |
| SF-D: | 2 CAR GARAGES<br>2.0 SPACES/UNIT |
| BRADY CENTER: | 81 SPACES |
| OTHER: | 27 SPACES |

### OPEN SPACE

| | |
|---|---|
| OPEN SPACE REQUIRED | 20% (11.98 A.C.) |
| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

### UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

AREA SUMMARY:
59.887 ACRES OR
2,608,687 Sq. Ft

Parcel ID: 14 019100080473
Owner: COLLEGE PARK BUSINESS & INDUSTRIAL DEVELOPMENT AUTHORITY

WET EXTENDED DETENTION POND B
266,294 CF

25' STATE WATERS BUFFER (FROM TOP OF BANK)
50' UNDISTURBED BUFFER (FROM TOP OF BANK)
75' IMPERVIOUS COVER SETBACK (FROM TOP OF BANK)
APPROX. FLOOD HAZARD AREA
APPROX.GREEN SPACE EASEMENT
IPF #4RB
IPF 1"OTP
N.61°03'51"W 86.61'
N1°38'02"E 167.16'
N42°01'56"E 279.73'
N62°01'47"W 40.63'
MODULAR SITE WALL "A1" DESIGNED BY OTHERS
MODULAR SITE WALL "A2" DESIGNED BY OTHERS
MODULAR SITE WALL "B" DESIGNED BY OTHERS
BUILDING WALL "1" DESIGNED BY OTHERS
BUILDING WALL "2" DESIGNED BY OTHERS
BUILDING WALL "3" DESIGNED BY OTHERS
BUILDING WALL "4" DESIGNED BY OTHERS
BUILDING WALL "5" DESIGNED BY OTHERS
REDWINE AVE 40' R/W
COLLEGE PARK MAIN
N64°32'01"W 77.27'
BLDG B9
BLDG B10
BLDG B11
BLDG B12
36Wx65L (TYP.) FOOTPRINT
STREET LIGHT (TYP.)
STREET TREE (TYP.)
H/D PAVING
24" C&G (TYP.)
5.0' SIDEWALK (TYP.)
R/W 50.0'
R/W 60.0'

### OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

### ENGINEER

DYLAN LEE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341
(770) 452-7849
DLEE@EBERLY.NET

### 24 HOUR CONTACT

KIMBALL ROBINSON
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

GRAPHIC SCALE

-40 0 20 40 80 160
( IN FEET )
1 inch = 40 ft.

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GEORGIA811 www.Georgia811.com
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EBERLY & ASSOCIATES
TEL770.452.7849 FAX770.452.0086
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET
LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

OVERALL LAYOUT AND STAKING PLAN I

PROJECT NO. 21-017

SHEET NO. C3.1

NOT ISSUED FOR CONSTRUCTION

G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base.dwg October 04, 2021

## GENERAL ADA NOTES:

1. RAMP RUNS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:12.
2. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.
3. CHANGES IN LEVEL OTHER THAN RUNNING SLOPE AND CROSS SLOPE ARE NOT PERMITTED ON RAMP RUNS.
4. RAMPS SHALL HAVE LANDING AT THE TOP AND THE BOTTOM OF EACH RAMP RUN
5. TOP LANDINGS SHALL BE 60 INCHES WIDE MINIMUM
6. THE LANDING CLEAR LENGTH SHALL BE 60 INCHES LONG MINIMUM
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## STEETSCAPE AND LIGHTING NOTES

1. STREET TREES AND LIGHTING FIXTURES ADJACENT TO MULTI-FAMILY AND TOWNHOMES ARE TO BE PLACED 70' ON CENTER.
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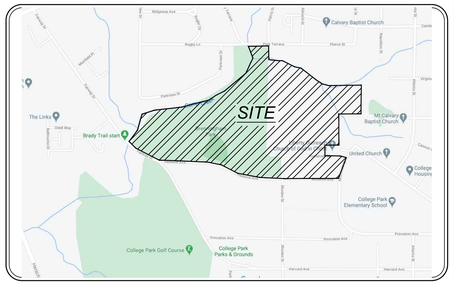
## PAVING LEGEND

- CONCRETE PAVING
- L.D. ASPHALT
- H.D. ASPHALT
- CONCRETE S/W




## LOCATION MAP

N.T.S.

## PROJECT INFORMATION

### SITE DATA

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
|---|---|---|---|
| FRONT: | 15' | 0' | 0' |
| SIDE: | 7' | 0' | 0' |
| BACK: | 20' | 0' | 0' |

### BUILDING DATA

| | |
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| SINGLE-FAMILY DETACHED | 69 LOTS |
| TOWNHOMES | 117 UNITS |
| MULTI-FAMILY | 260 UNITS |
| 7.45 UNITS/A.C. | |

### PARKING DATA

PARKING PROVIDED: ±882 SPACES

| | |
|---|---|
| MF: | 402 SPACES |
| | 1.55 SPACES/UNIT |
| TH: | 2 CAR GARAGES |
| | 2.0 SPACES/UNIT |
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| | 2.0 SPACES/UNIT |
| BRADY CENTER: | 81 SPACES |
| OTHER: | 27 SPACES |

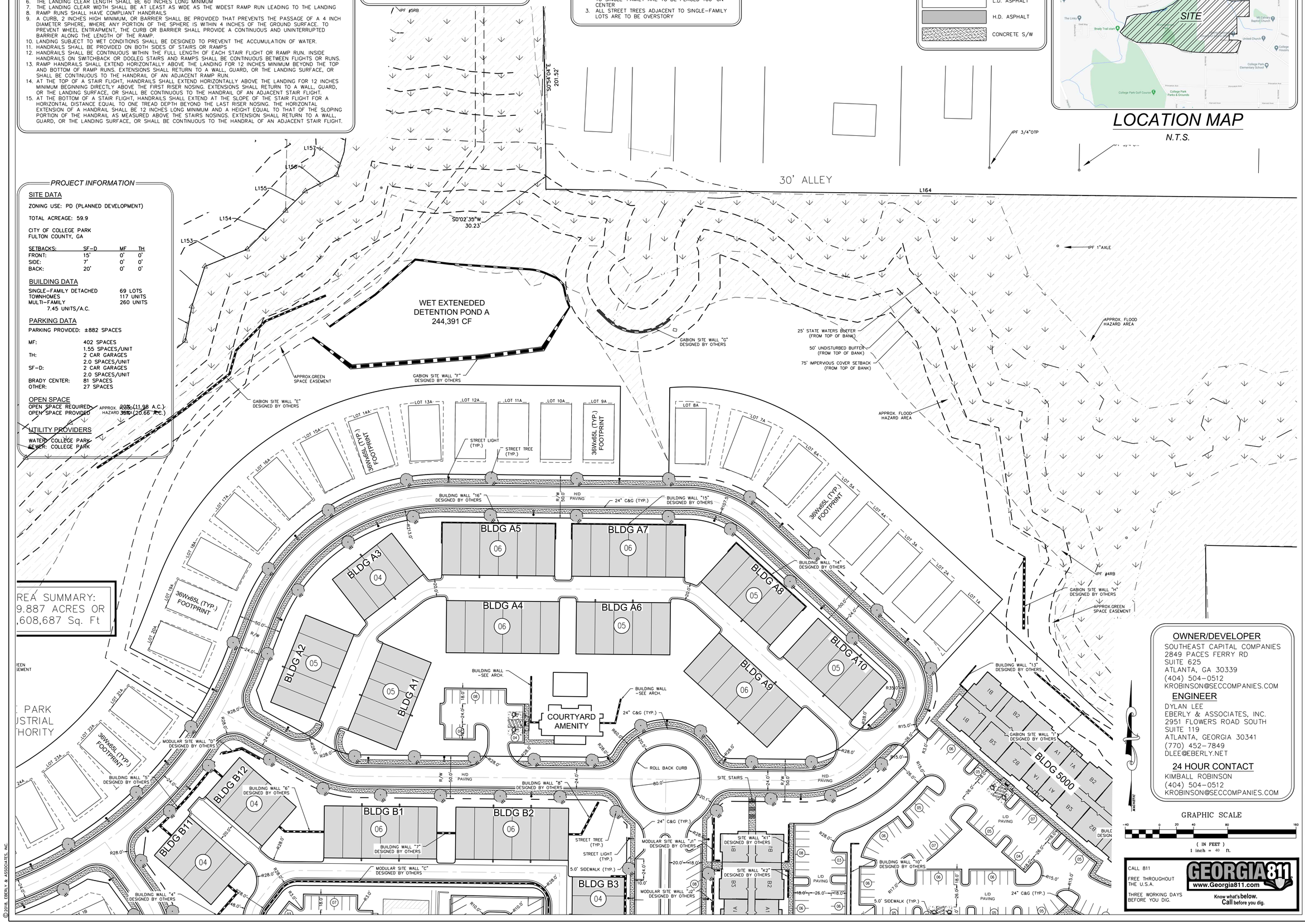
### OPEN SPACE

OPEN SPACE REQUIRED — APPROX. 20% (11.98 A.C.)
OPEN SPACE PROVIDED — HAZARD 35% (20.66 A.C.)

### UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK

AREA SUMMARY:
59.887 ACRES OR
2,608,687 Sq. Ft




## OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

## ENGINEER

DYLAN LEE
EBERLY & ASSOCIATES, INC.
2951 FLOWERS ROAD SOUTH
SUITE 119
ATLANTA, GEORGIA 30341
(770) 452-7849
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## 24 HOUR CONTACT

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LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

OVERALL LAYOUT AND STAKING PLAN II

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

October 04, 2021

PROJECT NO.
21-017

SHEET NO.
C3.2
NOT ISSUED FOR CONSTRUCTION

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C:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base.dwg

## GENERAL ADA NOTES:

1. RAMP RUNS SHALL HAVE RUNNING SLOPE NOT STEEPER THAN 1:12.
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## STEETSCAPE AND LIGHTING NOTES

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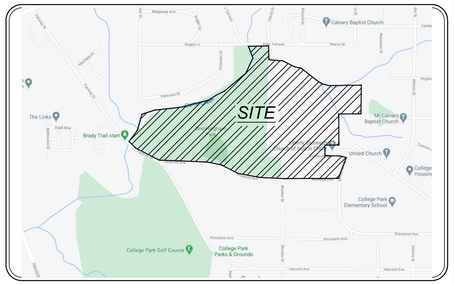
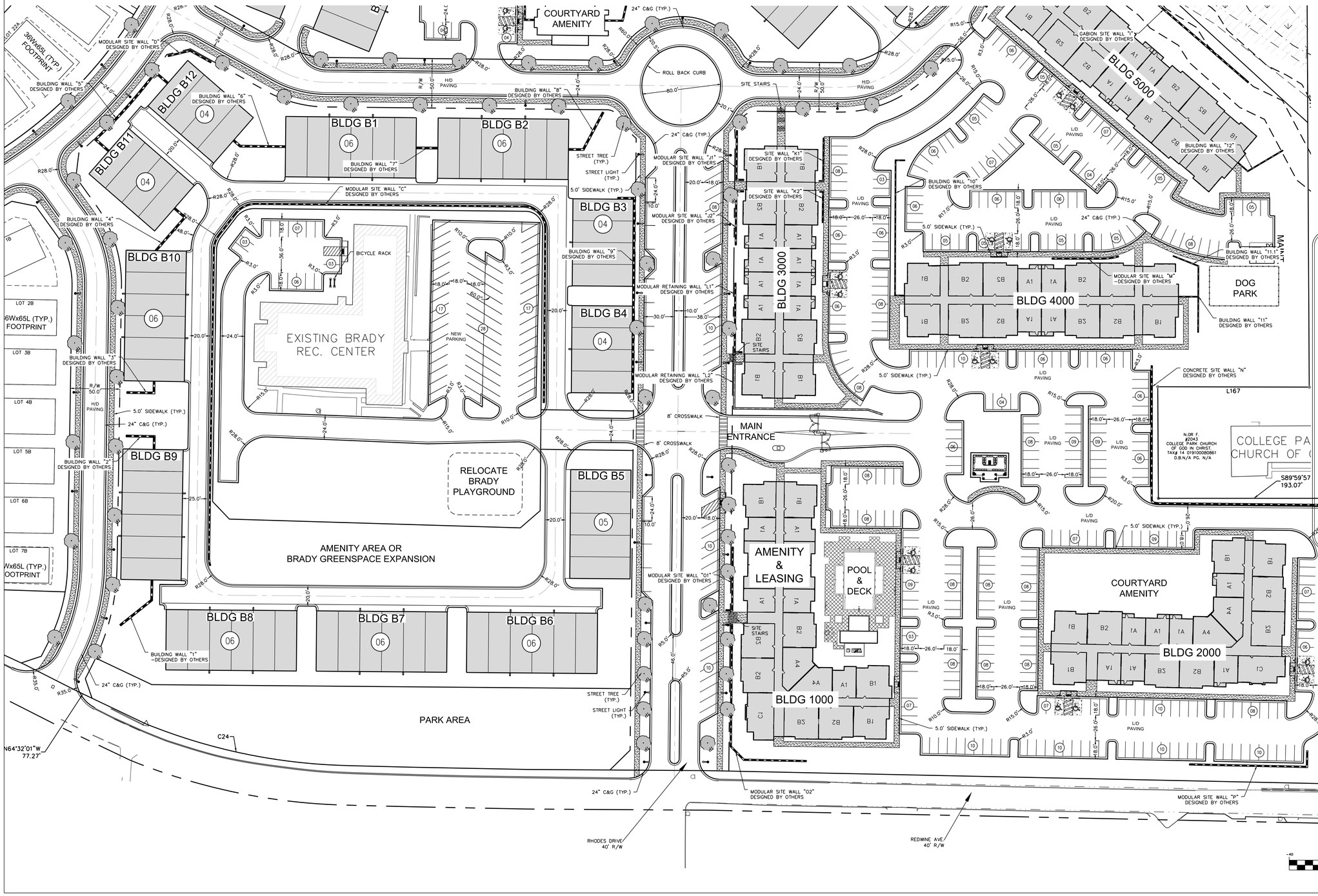



## LOCATION MAP

N.T.S.





## OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
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SUITE 625
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(404) 504-0512
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## ENGINEER

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2951 FLOWERS ROAD SOUTH
SUITE 119
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(770) 452-7849
DLEE@EBERLY.NET

## 24 HOUR CONTACT

KIMBALL ROBINSON
(404) 504-0512
KROBINSON@SECCOMPANIES.COM


## PROJECT INFORMATION

### SITE DATA

ZONING USE: PD (PLANNED DEVELOPMENT)

TOTAL ACREAGE: 59.9

CITY OF COLLEGE PARK
FULTON COUNTY, GA

| SETBACKS: | SF-D | MF | TH |
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| | |
|---|---|
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| OPEN SPACE PROVIDED | 35% (20.66 A.C.) |

### TRASH

UTILITY PROVIDERS

WATER: COLLEGE PARK
SEWER: COLLEGE PARK


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TEL770.452.7849 FAX770.452.0086
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PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

OVERALL LAYOUT AND STAKING PLAN III

October 04, 2021

PROJECT NO.
21-017

SHEET NO.
C3.3
NOT ISSUED FOR CONSTRUCTION

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C:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base.dwg

## INLET TOP LEGEND

| | |
|---|---|
| JB= | JUNCTION BOX |
| G-DI= = | GDOT 1019A TYPE "E" (IN SAG CONDITION) GDOT 1019B TYPE "V-1" (ON GRADE CONDITION) |
| V-DI= | VULCAN V-5736 DROP INLET |
| G-HDI= = | GDOT 1019A TYPE "E" WITH HOOD (IN SAG CONDITION) GDOT 1019B TYPE "V-1" WITH HOOD (ON GRADE CONDITION) |
| V-HDI= | VULCAN V-5736 ASSEMBLY WITH V4140 HOOD |
| SWCB= | GDOT 1033D SINGLE WING CATCH BASIN |
| DWCB= | GDOT 1034D DOUBLE WING CATCH BASIN |
| HW= | GDOT 1001-B HEADWALL |
| FES= | GDOT 1120 FLARED END SECTION |
| WI= | WEIR INLET |
| OCS= | OUTLET CONTROL STRUCTURE |

## NOTE

1. ALL SPOT ELEVATIONS ARE AT BOTTOM OF CURB, UNLESS NOTED OTHERWISE.

## APPROXIMATE EARTHWORK QUANTITIES

CUT 331191 C.Y.
FILL 280888 C.Y.
NET 50,303 C.Y. CUT

NOTE: QUANTITIES ARE APPROXIMATE AND SHOWN FOR PERMITTING PURPOSES ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES.

2% MAX CROSS SLOPE ON ALL ADA SIDEWALK

## GENERAL ADA NOTES:

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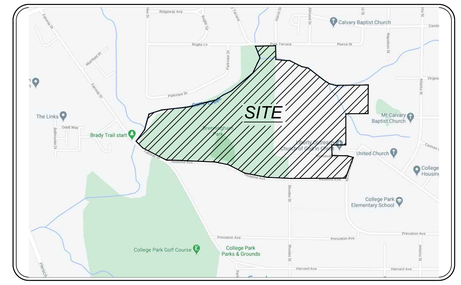


## LOCATION MAP

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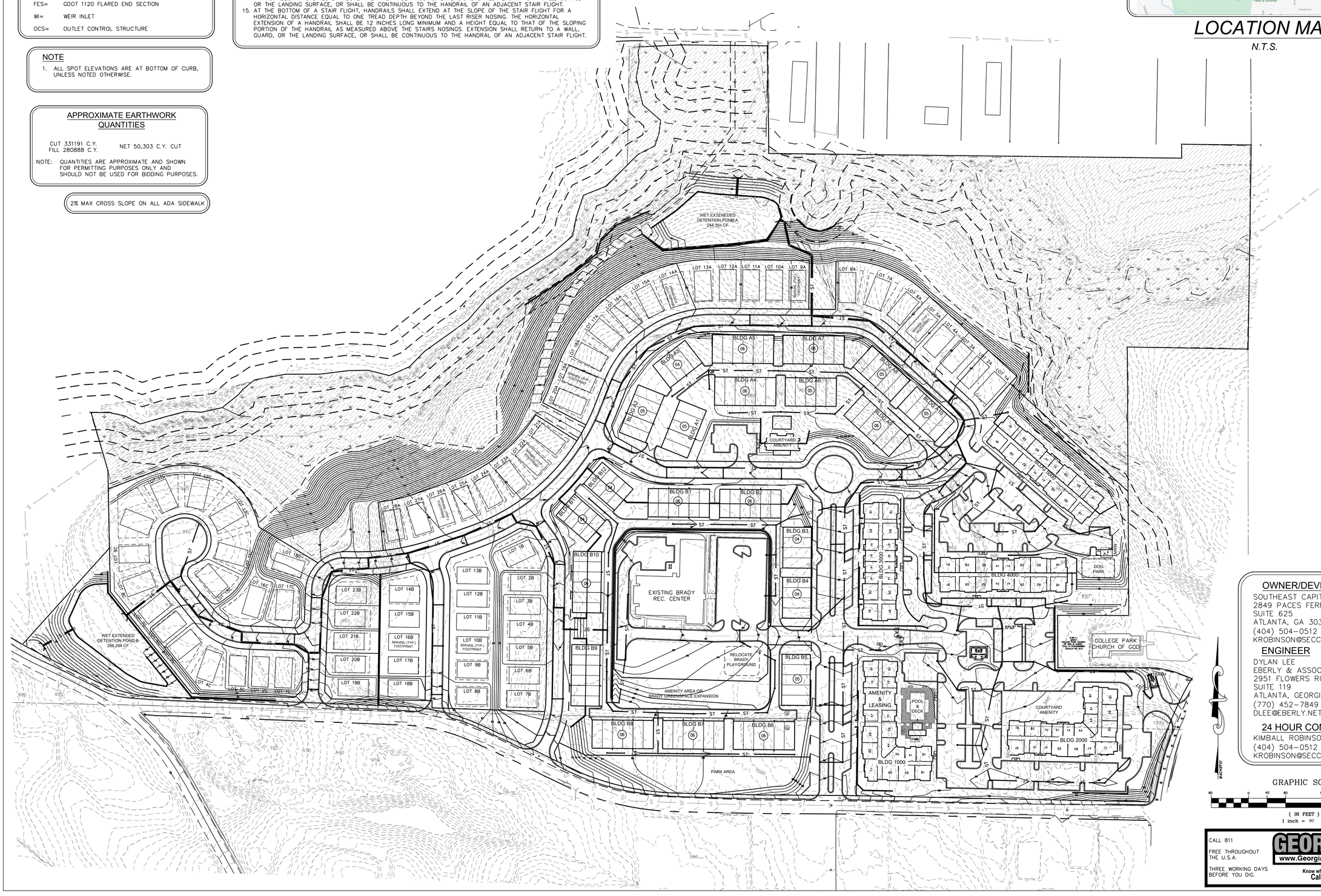
WET EXTENDED DETENTION POND A 244,391 CF
WET EXTENDED DETENTION POND B 266,294 CF
EXISTING BRADY REC. CENTER
RELOCATE BRADY PLAYGROUND
AMENITY AREA OR BRADY GREENSPACE EXPANSION
PARK AREA
COURTYARD 1 AMENITY
COURTYARD 2 AMENITY
COURTYARD AMENITY
DOG PARK
COLLEGE PARK CHURCH OF GOD
AMENITY & LEASING
POOL & DECK
BLDG 1000
BLDG 2000
BLDG 3000
BLDG 4000
BLDG A1
BLDG A2
BLDG A3
BLDG A4
BLDG A5
BLDG A6
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LOT

## INLET TOP LEGEND

| | |
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## NOTE

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## APPROXIMATE EARTHWORK QUANTITIES

CUT 331191 C.Y.
FILL 280888 C.Y.
NET 50,303 C.Y. CUT

NOTE: QUANTITIES ARE APPROXIMATE AND SHOWN FOR PERMITTING PURPOSES ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES.

2% MAX CROSS SLOPE ON ALL ADA SIDEWALK


## OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

## ENGINEER

DYLAN LEE
EBERLY & ASSOCIATES, INC.
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(770) 452-7849
DLEE@EBERLY.NET

## 24 HOUR CONTACT

KIMBALL ROBINSON
(404) 504-0512
KROBINSON@SECCOMPANIES.COM


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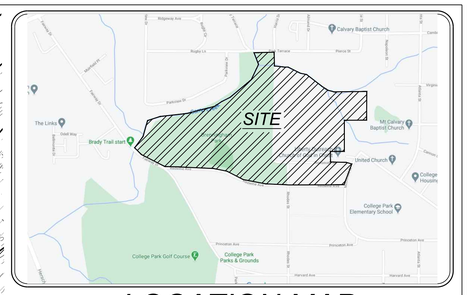


## LOCATION MAP

N.T.S.


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TEL770.452.7849 FAX770.452.0086
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ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE


PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

SHEET NO.
C4.1
NOT ISSUED FOR CONSTRUCTION

GRAPHIC SCALE
-40 0 20 40 80 160
( IN FEET )
1 inch = 40 ft.

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G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Bose KM.dwg September 27, 2021

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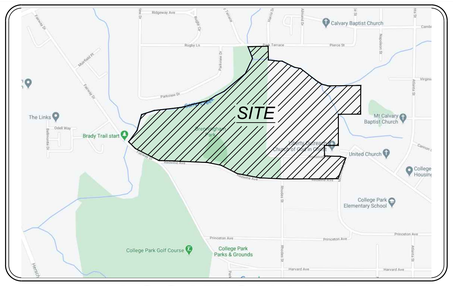


## LOCATION MAP

N.T.S.

LIMITS OF DISTURBANCE

## OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
2849 PACES FERRY RD
SUITE 625
ATLANTA, GA 30339
(404) 504-0512
KROBINSON@SECCOMPANIES.COM

## ENGINEER

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(770) 452-7849
DLEE@EBERLY.NET

## 24 HOUR CONTACT

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GRAPHIC SCALE

( IN FEET )
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LAND PLANNING
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LANDSCAPE ARCHITECTURE

PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/05/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

GRADING AND DRAINAGE PLAN II

September 27, 2021

PROJECT NO.
21-017

SHEET NO.
C4.2
NOT ISSUED FOR CONSTRUCTION

G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base KM.dwg

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## ENGINEER

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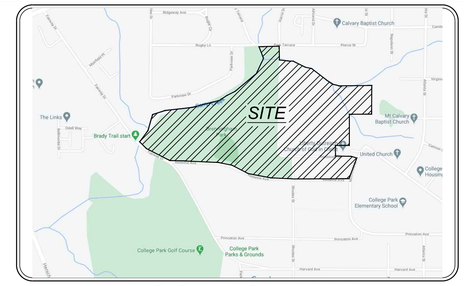


## LOCATION MAP

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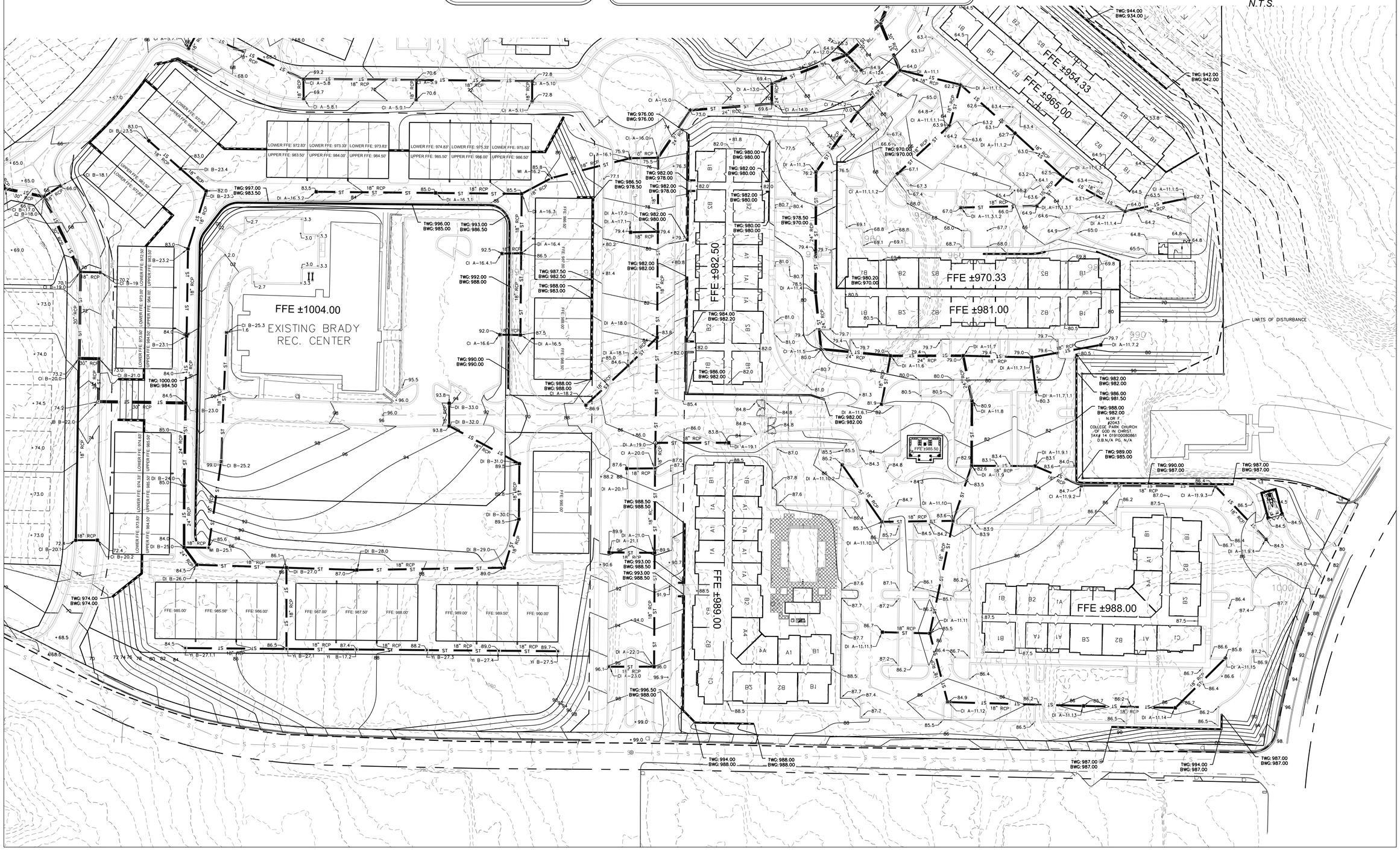


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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

GRADING AND DRAINAGE PLAN III

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

September 27, 2021

PROJECT NO.
21-017

SHEET NO.
C4.3
NOT ISSUED FOR CONSTRUCTION

G:\PROJECTS\2021\21-017 Airport City Residential\5.0 Drawing\21-017 Base KM.dwg

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## UTILITY NOTES

1. PROVIDE ALL VALVES, BENDS, TEES, BACK FLOW PREVENTION, THRUST BLOCKING, AND METERS AS REQUIRED FOR A COMPLETE INSTALLATION OF THE WATER LINE SYSTEM.
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## OWNER/DEVELOPER

SOUTHEAST CAPITAL COMPANIES
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## ENGINEER

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EBERLY & ASSOCIATES, INC.
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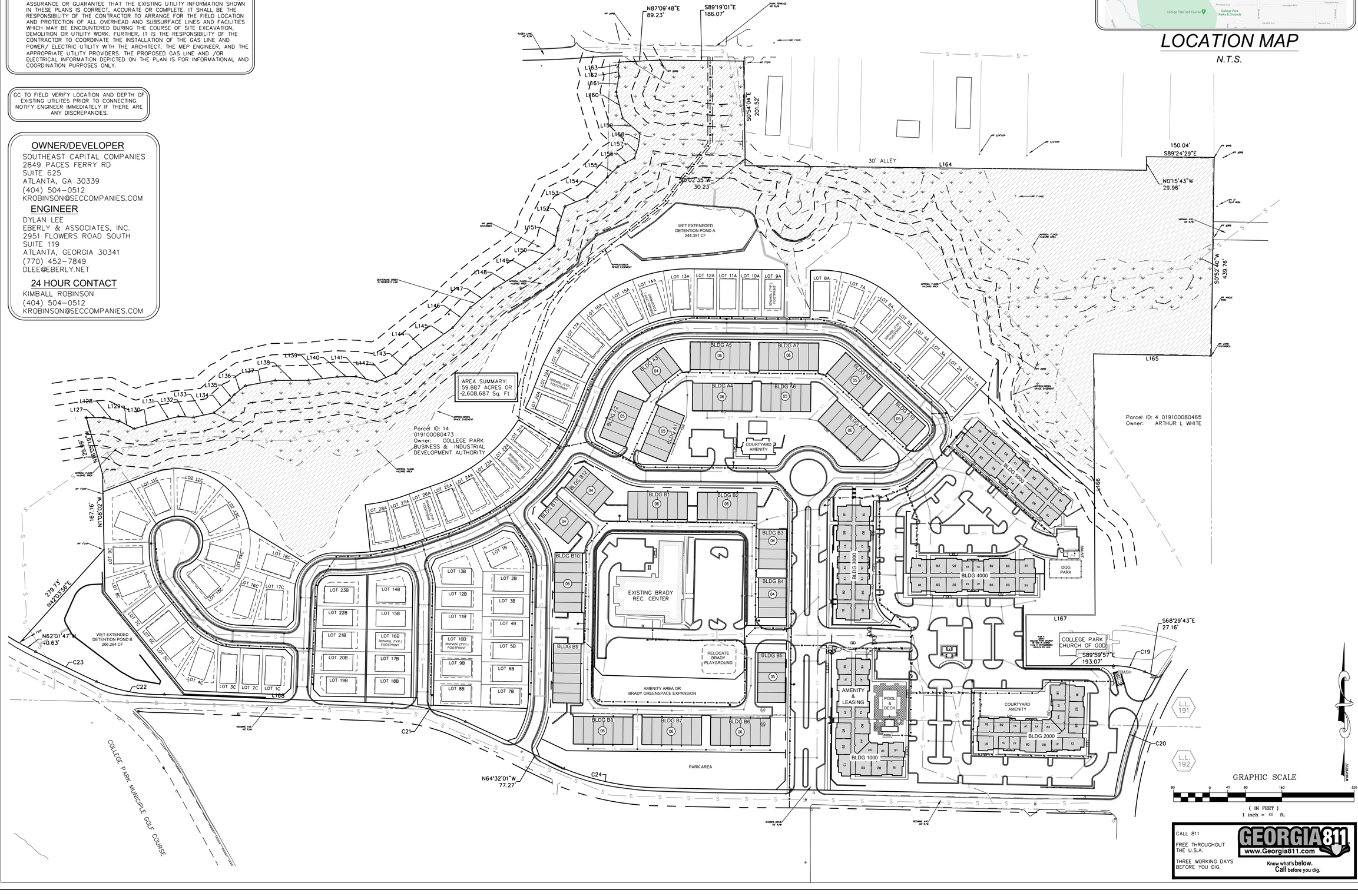
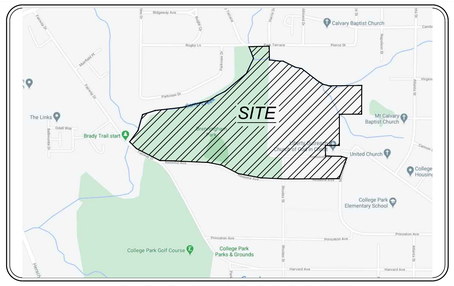
(770) 452-7849
DLEE@EBERLY.NET

## 24 HOUR CONTACT

KIMBALL ROBINSON
(404) 504-0512
KROBINSON@SECCOMPANIES.COM


## LOCATION MAP

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LAND PLANNING
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LANDSCAPE ARCHITECTURE


PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

OVERALL UTILITY PLAN

| | |
|---|---|
| SCALE: | 1"= 80' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

SHEET NO.
C5.0
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## UTILITY NOTES

1. PROVIDE ALL VALVES, BENDS, TEES, BACK FLOW PREVENTION, THRUST BLOCKING, AND METERS AS REQUIRED FOR A COMPLETE INSTALLATION OF THE WATER LINE SYSTEM.
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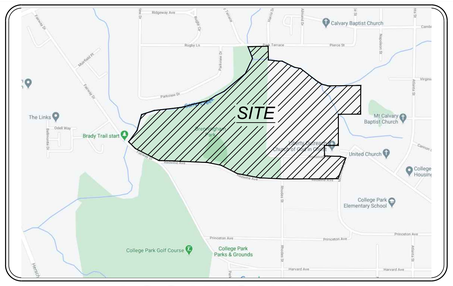


## LOCATION MAP
N.T.S.

AREA SUMMARY:
59.887 ACRES OR
2,608,687 Sq. Ft

Parcel ID: 14 019100080473
Owner: COLLEGE PARK BUSINESS & INDUSTRIAL DEVELOPMENT AUTHORITY

WET EXTENDED DETENTION POND B
266,294 CF

APPROX. FLOOD HAZARD AREA

APPROX.GREEN SPACE EASEMENT

10' WATER EASEMENT

BLDG B12 04
BLDG B11 04
BLDG B10 06
BLDG B9

FIRE HYDRANT

GRAPHIC SCALE
-40 0 20 40 80 160
( IN FEET )
1 inch = 40 ft.

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PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

UTILITY PLAN I

September 27, 2021

PROJECT NO.
21-017

SHEET NO.
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## UTILITY NOTES

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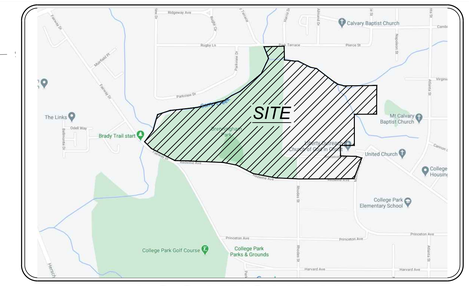


## LOCATION MAP
N.T.S.

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LANDSCAPE ARCHITECTURE

PROJECT: SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

UTILITY PLAN II

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

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24 HOUR CONTACT
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(404) 504-0512
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GRAPHIC SCALE
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( IN FEET )
1 inch = 40 ft.

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NORTH

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( IN FEET )
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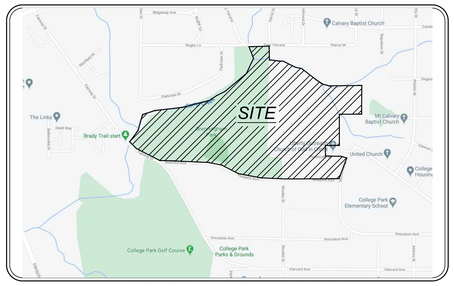


## LOCATION MAP
N.T.S.


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PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
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FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

UTILITY PLAN III

| | |
|---|---|
| SCALE: | 1"= 40' |
| DATE: | 07/06/2021 |
| DRAWN BY: | DML |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | XXXXXX |

PROJECT NO.
21-017

SHEET NO.
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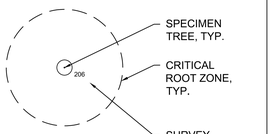
## EXISTING TREE LEGEND




TREE PROTECTION FENCE, TYP.

LIMITS OF DISTURBANCE, TYP.

EXISTING BRADY REC. CENTER

SAMPLE AREA 1

SAMPLE AREA 2

SAMPLE AREA 3

SAMPLE AREA 4

GRAPHIC SCALE

80 0 40 80 160 320

( IN FEET )
1 inch = 80 ft.

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PROJECT:
# SIX WEST RESIDENTIAL

LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

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|---|---|
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## EXISTING TREE SURVEY

| | |
|---|---|
| SCALE: | 1"= 80' |
| DATE: | 07/06/2021 |
| DRAWN BY: | JI |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | JI |

PROJECT NO.
21-017

SHEET NO.
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## EXISTING TREE LEGEND

TREE AREA TO BE REMOVED

SPECIMEN TREE, TYP.

CRITICAL ROOT ZONE, TYP.

SURVEY NUMBER, TYP.

206

TREE PROTECTION FENCE, TYP.

LIMITS OF DISTURBANCE, TYP.

EXISTING BRADY REC. CENTER

SAMPLE AREA 4

SAMPLE AREA 3

GRAPHIC SCALE

80 0 40 80 160 320

( IN FEET )
1 inch = 80 ft.

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13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

REVISIONS:

| | |
|---|---|
| | |

TREE PROTECTION & REMOVAL PLAN

| | |
|---|---|
| SCALE: | 1"= 80' |
| DATE: | 07/06/2021 |
| DRAWN BY: | JI |
| PROJECT MANAGER: | DYLAN LEE |
| QA/QC CHECK: | JI |

PROJECT NO.
21-017

SHEET NO.
TP1.1

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## Six West Development Site - Specimen Tree Assessment

| Survey Number | DBH | Status | Saved | Removed | Species | Common Name | Condition | Notes |
|---|---|---|---|---|---|---|---|---|
| 1 | 29 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Dieback in canopy |
| 2 | 32 | Remove | | 32 | *Quercus nigra* | Water oak | Good | |
| 3 | 30 | Remove | | 30 | *Quercus nigra* | Water oak | Good | |
| 4 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Fair | Low split into two codominant trunks with included bark |
| 5 | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| 6 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 7 | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Fair | Low split into codominant leaders |
| 8 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 9 | 27 | Remove | | 27 | *Quercus falcata* | Southern red oak | Good | |
| 10 | 30 | Remove | | 30 | *Pinus taeda* | Loblolly pine | Good | |
| 11 | 28 | Remove | | 28 | *Quercus falcata* | Southern red oak | Good | |
| 12 | 30 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Wound at base with signs of cavity extending throughout trunk |
| 13 | 35 | Remove | | 35 | *Quercus nigra* | Water oak | Good | |
| 14 | 30 | Remove | | 30 | *Quercus nigra* | Water oak | Good | |
| 15 | 49 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Cavity in base |
| 16 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 17 | 43 | Remove | | 43 | *Quercus nigra* | Water oak | Good | |
| 18 | 65 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Decay and hypoxylon canker throughout base from codominant trunk failure |
| 19 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 20 | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Good | |
| 21 | 39 | Remove | | 39 | *Quercus nigra* | Water oak | Good | |
| 22 | 41 | Remove | | 41 | *Quercus nigra* | Water oak | Good | |
| 23 | 29 | Remove | | 29 | *Quercus nigra* | Water oak | Good | |
| 24 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 25 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 26 | 54 | Remove | | 54 | *Quercus nigra* | Water oak | Good | |
| 27 | 29 | Remove | | 29 | *Pinus taeda* | Loblolly pine | Fair | Split into codominant leaders with included bark |
| 28 | 28 | Remove | | 28 | *Quercus nigra* | Water oak | Good | |
| 29 | 47 | Remove | | 47 | *Quercus nigra* | Water oak | Good | |
| 30 | 57 | Remove | | 0 | *Acer saccharinum* | Silver maple | Poor | Extensive dieback in canopy and decay throughout trunk |
| 31 | 64 | Remove | | 0 | *Quercus pagoda* | Northern red oak | Poor | Extensive dieback in canopy and decay throughout trunk |
| 32 | 38 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Large trunk wound from scaffold failure |
| 33 | 26 | Remove | | 26 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 34 | 28 | Remove | | 28 | *Carya illinoinensis* | Pecan | Good | |
| 35 | 36 | Remove | | 36 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 36 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 37 | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| 38 | 30 | Remove | | 30 | *Liquidambar styraciflua* | Sweetgum | Good | |
| 39 | 26 | Remove | | 0 | *Catalpa bignonioides* | Southern catalpa | Poor | Cavity in lower trunk |
| 40 | 35 | Remove | | 0 | *Carya illinoinensis* | Pecan | Poor | Internal cavity (sounding mallet) |
| 41 | 43 | Remove | | 43 | *Quercus alba* | White oak | Good | |
| 42 | 28 | Remove | | 28 | *Quercus nigra* | Water oak | Good | |
| 43 | 31 | Remove | | 31 | *Pinus taeda* | Loblolly pine | Good | |
| 44 | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| 45 | 34 | Remove | | 34 | *Carya illinoinensis* | Pecan | Good | |
| 46 | 26 | Remove | | 26 | *Quercus alba* | White oak | Good | |
| 47 | 29 | Remove | | 0 | *Quercus alba* | White oak | Dead | |
| 48 | 49 | Remove | | 49 | *Quercus falcata* | Southern red oak | Fair | Low split into two codominant trunks with included bark |
| 49 | 34 | Remove | | 34 | *Quercus falcata* | Southern red oak | Good | |
| 50 | 42 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Low split into two codominant trunks with included bark; decay in base |
| 51 | 29 | Remove | | 29 | *Quercus falcata* | Southern red oak | Good | |
| 52 | 28 | Remove | | 28 | *Quercus nigra* | Water oak | Good | |
| 53 | 26 | Remove | | 26 | *Quercus nigra* | Water oak | Good | |
| 54 | 30 | Remove | | 30 | *Quercus nigra* | Water oak | Good | |
| 55 | 28 | Remove | | 28 | *Quercus falcata* | Southern red oak | Good | |
| 56 | 33 | Remove | | 33 | *Quercus nigra* | Water oak | Good | |
| 57 | 29 | Remove | | 29 | *Quercus nigra* | Water oak | Fair | Low split into three codominant trunks with included bark |
| 58 | 32 | Remove | | 32 | *Quercus nigra* | Water oak | Fair | Low split into two codominant trunks with included bark |
| 59 | 23 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Kudzu overtaking tree |
| 60 | 26 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Kudzu overtaking tree |
| 61 | 22 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Kudzu overtaking tree |
| 62 | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 63 | 33 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Trunk wound with decay |
| 64 | 27 | Remove | | 27 | *Quercus falcata* | Southern red oak | Good | |
| 65 | 30 | Remove | | 30 | *Quercus falcata* | Southern red oak | Good | |
| 66 | 4 | Remove | | 4 | *Comus florida* | Flowering dogwood | Good | |
| 67 | 27 | Remove | | 27 | *Quercus pagoda* | Northern red oak | Good | |
| 68 | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| 69 | 30 | Remove | | 30 | *Pinus taeda* | Loblolly pine | Good | |
| 70 | 29 | Remove | | 29 | *Pinus taeda* | Loblolly pine | Good | |
| 71 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 72 | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| 73 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 74 | 29 | Remove | | 29 | *Pinus taeda* | Loblolly pine | Good | |
| 75 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 76 | 10 | Remove | | 10 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 77 | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| 78 | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| 79 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 80 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 81 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 82 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 83 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 84 | 28 | Remove | | 28 | *Quercus alba* | White oak | Good | |
| 85 | 32 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Large trunk wound with decay |
| 86 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 87 | 36 | Remove | | 36 | *Quercus alba* | White oak | Good | Low split into two codominant leaders |
| 88 | 26 | Remove | | 26 | *Quercus alba* | White oak | Good | |
| 89 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 90 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 91 | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 92 | 29 | Remove | | 29 | *Quercus rubra* | Northern red oak | Good | |
| 93 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 94 | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 95 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 96 | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| 97 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 98 | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| 99 | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 100 | 26 | Remove | | 26 | *Quercus alba* | White oak | Good | |
| 101 | 35 | Remove | | 35 | *Quercus rubra* | Northern red oak | Good | Low split into two codominant trunks |
| 102 | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 103 | 28 | Remove | | 28 | *Quercus rubra* | Northern red oak | Good | |
| 104 | 27 | Remove | | 27 | *Quercus rubra* | Northern red oak | Good | |
| 105 | 28 | Remove | | 28 | *Quercus alba* | White oak | Good | |
| 106 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 107 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 108 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 109 | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 110 | 26 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Cavity in upper trunk |
| 111 | 29 | Remove | | 29 | *Quercus pagoda* | Northern red oak | Good | |
| 112 | 38 | Remove | | 38 | *Quercus pagoda* | Northern red oak | Fair | Low split into two codominant trunks with included bark |
| 113 | 27 | Remove | | 27 | *Quercus pagoda* | Northern red oak | Good | |
| 114 | 67 | Remove | | 0 | *Platanus occidentalis* | Sycamore | Poor | Multi stem with kudzu overtaking canopy |
| 115 | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark and kudzu overtaking canopy |
| 116 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 117 | 27 | Remove | | 27 | *Liquidambar styraciflua* | Sweetgum | Good | |
| 118 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 119 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 120 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |

## Six West Development Site - Specimen Tree Assessment

| Survey Number | DBH | Status | Saved | Removed | Species | Common Name | Condition | Notes |
|---|---|---|---|---|---|---|---|---|
| 121 | 27 | Remove | | 27 | *Quercus stellata* | Post oak | Fair | Low split into two codominant trunks with included bark |
| 122 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 123 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 124 | 27 | Remove | | 27 | *Liquidambar styraciflua* | Sweetgum | Good | |
| 125 | 13 | Remove | | 13 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 126 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 127 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 128 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 129 | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| 130 | 41 | Remove | | 41 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 131 | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| 132 | 30 | Remove | | 30 | *Pinus taeda* | Loblolly pine | Good | |
| 133 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 134 | 33 | Remove | | 33 | *Carya glabra* | Pignut hickory | Fair | Low split into two codominant trunks with included bark |
| 135 | 11 | Remove | | 11 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 136 | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 137 | 33 | Remove | | 33 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 138 | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 139 | 31 | Remove | | 31 | *Pinus taeda* | Loblolly pine | Good | |
| 140 | 66 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Low split into two codominant trunks with included bark; wounding and decay in union |
| 141 | 29 | Remove | | 29 | *Quercus nigra* | Water oak | Good | |
| 142 | 43 | Remove | | 43 | *Quercus falcata* | Southern red oak | Fair | Low split into two codominant trunks with included bark |
| 143 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 144 | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 145 | 27 | Remove | | 27 | *Quercus nigra* | Water oak | Good | |
| 146 | 50 | Remove | | 50 | *Quercus nigra* | Water oak | Fair | Low split into three codominant trunks with included bark |
| 147 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 148 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 149 | 9 | Remove | | 9 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 150 | 25 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Cavity in lower trunk |
| 151 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 152 | 17 | Remove | | 17 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 153 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 154 | 22 | Remove | | 22 | *Oxydendrum arboreum* | Sourwood | Good | Multi stem |
| 155 | 14 | Remove | | 14 | *Oxydendrum arboreum* | Sourwood | Good | |
| 156 | 15 | Remove | | 15 | *Oxydendrum arboreum* | Sourwood | Good | |
| 157 | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 158 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 159 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 160 | 56 | Remove | | 56 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 161 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 162 | 32 | Remove | | 32 | *Quercus falcata* | Southern red oak | Good | |
| 163 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 164 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 165 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 166 | 25 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Large fusiform rust canker on trunk |
| 167 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 168 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 169 | 26 | Remove | | 26 | *Liquidambar styraciflua* | Sweetgum | Good | |
| 170 | 46 | Remove | | 46 | *Liquidambar styraciflua* | Sweetgum | Good | Multi stem |
| 171 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 172 | 8 | Remove | | 8 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 173 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 174 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 175 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 176 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 177 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 178 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 179 | 28 | Remove | | 28 | *Carya glabra* | Pignut hickory | Good | Low split into two codominant trunks |
| 180 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 181 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 182 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 183 | 22 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Large fusiform rust canker on trunk |
| 184 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 185 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 186 | 12 | Remove | | 12 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 187 | 37 | Remove | | 37 | *Liquidambar styraciflua* | Sweetgum | Fair | Low split into two codominant trunks with included bark |
| 188 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 189 | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 190 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 191 | 25 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Large fusiform rust canker on trunk |
| 192 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 193 | 26 | Remove | | 26 | *Quercus nigra* | Water oak | Good | |
| 194 | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 195 | 10 | Remove | | 0 | *Sassafras albidum* | Sassafras | Poor | Multiple trunk wounds |
| 196 | 18 | Remove | | 18 | *Sassafras albidum* | Sassafras | Fair | Low split into two codominant trunks with included bark |
| 197 | 5 | Saved | 5 | | *Comus florida* | Flowering dogwood | Poor | Dieback in canopy |
| 198 | 4 | Saved | 4 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 199 | 36 | Saved | 36 | | *Pinus taeda* | Loblolly pine | Good | |
| 200 | 34 | Saved | 34 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 201 | 24 | Saved | 24 | | *Fagus grandifolia* | American beech | Good | |
| 202 | 32 | Saved | 32 | | *Liquidambar styraciflua* | Sweetgum | Poor | Heavy canopy damage; low split into two codominant trunks with included bark |
| 203 | 4 | Saved | 4 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 204 | 26 | Saved | 26 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 205 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 206 | 38 | Saved | 38 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 207 | 54 | Saved | 54 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into three codominant trunks with included bark |
| 208 | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| 209 | 28 | Saved | 28 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 210 | 35 | Saved | 35 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 211 | 26 | Saved | 26 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 212 | 27 | Saved | 27 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 213 | 29 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Fusiform rust canker on trunk |
| 214 | 27 | Saved | 27 | | *Pinus taeda* | Loblolly pine | Good | |
| 215 | 26 | Saved | 26 | | *Pinus taeda* | Loblolly pine | Good | |
| 216 | 8 | Saved | 8 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 217 | 4 | Saved | 4 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 218 | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| 219 | 5 | Saved | 5 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 220 | 5 | Saved | 5 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 221 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 222 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 223 | 4 | Remove | | 4 | *Comus florida* | Flowering dogwood | Good | |
| 224 | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| 225 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 226 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 227 | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| 228 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 229 | 33 | Remove | | 33 | *Pinus taeda* | Loblolly pine | Good | |
| 230 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 231 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 232 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 233 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 234 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 235 | 30 | Remove | | 0 | *Liquidambar styraciflua* | Sweetgum | Poor | Low split into two codominant trunks with included bark; kudzu overtaking canopy |
| 236 | 36 | Saved | 36 | | *Liquidambar styraciflua* | Sweetgum | Fair | Low split into two codominant trunks with included bark |
| 237 | 33 | Saved | 33 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 238 | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| 239 | 26 | Saved | 26 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 240 | 26 | Remove | | 26 | *Liquidambar styraciflua* | Sweetgum | Good | |

## Six West Development Site - Specimen Tree Assessment

| Survey Number | DBH | Status | Saved | Removed | Species | Common Name | Condition | Notes |
|---|---|---|---|---|---|---|---|---|
| 241 | 28 | Saved | 28 | | *Pinus taeda* | Loblolly pine | Good | |
| 242 | 54 | Saved | 54 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 243 | 29 | Saved | 29 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 244 | 34 | Saved | 34 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 245 | 45 | Saved | 45 | | *Fagus grandifolia* | American beech | Fair | Small cavity in base |
| 246 | 40 | Saved | 40 | | *Fagus grandifolia* | American beech | Fair | Scaffold failure |
| 247 | 26 | Remove | | 26 | *Quercus pagoda* | Northern red oak | Good | |
| 248 | 29 | Saved | 29 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 249 | 28 | Saved | 28 | | *Quercus rubra* | Northern red oak | Good | |
| 250 | 30 | Saved | 30 | | *Fagus grandifolia* | American beech | Good | |
| 251 | 27 | Saved | 27 | | *Acer rubrum* | Red maple | Fair | Low split into two codominant trunks with included bark |
| 252 | 28 | Saved | 28 | | *Liriodendron tulipifera* | Tulip poplar | Poor | Damage and decay in upper trunk |
| 253 | 28 | Saved | 28 | | *Quercus nigra* | Water oak | Good | |
| 254 | 4 | Saved | 4 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 255 | 28 | Saved | 28 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| 256 | 28 | Saved | 28 | | *Liriodendron tulipifera* | Tulip poplar | Poor | Damage and decay in upper trunk |
| 257 | 29 | Saved | 29 | | *Quercus rubra* | Northern red oak | Good | |
| 258 | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| 259 | 56 | Saved | 56 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 260 | 34 | Saved | 34 | | *Quercus rubra* | Northern red oak | Fair | Leans over creek |
| 261 | 29 | Saved | 29 | | *Fagus grandifolia* | American beech | Good | |
| 262 | 27 | Remove | | 27 | *Quercus rubra* | Northern red oak | Good | |
| 263 | 8 | Remove | | 0 | *Oxydendrum arboreum* | Sourwood | Poor | Cavity in base |
| 264 | 36 | Remove | | 36 | *Quercus rubra* | Northern red oak | Good | Low split into two codominant trunks |
| 265 | 26 | Remove | | 26 | *Quercus rubra* | Northern red oak | Good | |
| 266 | 10 | Remove | | 0 | *Oxydendrum arboreum* | Sourwood | Poor | Cavity in base |
| 267 | 26 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Vascular disease and decay in trunk |
| 268 | 26 | Remove | | 26 | *Quercus alba* | White oak | Good | |
| 269 | 32 | Remove | | 32 | *Quercus alba* | White oak | Fair | Thinning canopy |
| 270 | 9 | Remove | | 9 | *Oxydendrum arboreum* | Sourwood | Good | |
| 271 | 26 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Multiple canopy failures |
| 272 | 27 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Cavity in base |
| 273 | 4 | Remove | | 4 | *Cornus florida* | Flowering dogwood | Good | |
| 274 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 275 | 34 | Remove | | 34 | *Quercus rubra* | Northern red oak | Fair | Low split into two codominant trunks with included bark |
| 276 | 53 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Low split into three codominant trunks with separation at union and decay in base |
| 277 | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 278 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 279 | 5 | Remove | | 5 | *Cornus florida* | Flowering dogwood | Good | |
| 280 | 8 | Remove | | 0 | *Oxydendrum arboreum* | Sourwood | Poor | Heavily damaged canopy and trunk with decay |
| 281 | 30 | Remove | | 30 | *Quercus alba* | White oak | Good | |
| 282 | 30 | Remove | | 30 | *Quercus alba* | White oak | Fair | Low split into two codominant trunks with included bark |
| 283 | 34 | Remove | | 34 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 284 | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 285 | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 286 | 28 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Decay in base; dieback in canopy |
| 287 | 35 | Remove | | 35 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 288 | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 289 | 41 | Remove | | 41 | *Quercus rubra* | Northern red oak | Good | |
| 290 | 14 | Remove | | 0 | *Oxydendrum arboreum* | Sourwood | Poor | Multi stem; cavity in union |
| 291 | 26 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Cavity in base |
| 292 | 32 | Remove | | 32 | *Quercus falcata* | Southern red oak | Fair | Low split into two codominant trunks with included bark |
| 293 | 42 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Low split into two codominant trunks with included bark; cavity in base |
| 294 | 27 | Saved | 27 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 295 | 38 | Saved | 38 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 296 | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 297 | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 298 | 38 | Remove | | 38 | *Liriodendron tulipifera* | Tulip poplar | Good | Multi stem |
| 299 | 38 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Cavity in base |
| 300 | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 301 | 31 | Saved | 31 | | *Quercus nigra* | Water oak | Good | |
| 302 | 29 | Saved | 29 | | *Quercus nigra* | Water oak | Good | |
| 303 | 28 | Saved | 28 | | *Pinus taeda* | Loblolly pine | Good | |
| 304 | 28 | Saved | 28 | | *Quercus nigra* | Water oak | Fair | |
| 305 | 29 | Saved | 29 | | *Pinus taeda* | Loblolly pine | Good | |
| 306 | 29 | Saved | 29 | | *Juglans nigra* | Black walnut | Fair | |
| 307 | 28 | Saved | 28 | | *Juglans nigra* | Black walnut | Good | |
| 308 | 10 | Saved | 10 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 309 | 26 | Saved | 26 | | *Pinus taeda* | Loblolly pine | Good | |
| 310 | 48 | Saved | 48 | | *Pinus taeda* | Loblolly pine | Good | |
| 311 | 30 | Saved | 30 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 312 | 36 | Saved | 36 | | *Pinus taeda* | Loblolly pine | Good | |
| 313 | 32 | Saved | 32 | | *Pinus taeda* | Loblolly pine | Good | |
| 314 | 4 | Saved | 4 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| 315 | 48 | Saved | 48 | | *Quercus nigra* | Water oak | Good | |
| 316 | 26 | Saved | 26 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 317 | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| 318 | 27 | Saved | 27 | | *Pinus taeda* | Loblolly pine | Fair | |
| 319 | 33 | Remove | | 33 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 320 | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 321 | 26 | Saved | 26 | | *Liquidambar styraciflua* | Sweetgum | Fair | Low split into two codominant trunks with included bark |
| 322 | 33 | Remove | | 33 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 323 | 36 | Remove | | 36 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| 324 | 28 | Remove | | 28 | *Quercus nigra* | Water oak | Good | |
| 325 | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 326 | 49 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Low split into two codominant trunks with included bark; kudzu overtaking canopy |
| 327 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 328 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 329 | 39 | Remove | | 39 | *Quercus alba* | White oak | Good | |
| 330 | 34 | Remove | | 34 | *Quercus falcata* | Southern red oak | Fair | |
| 331 | 33 | Remove | | 33 | *Liriodendron tulipifera* | Tulip poplar | Fair | Kudzu growing into canopy |
| 332 | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| 333 | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| 334 | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 335 | 9 | Remove | | 9 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 336 | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 337 | 25 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Fusiform rust canker on trunk |
| 338 | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| 339 | 26 | Remove | | 26 | *Quercus pagoda* | Northern red oak | Good | |
| 340 | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 341 | 6 | Remove | | 6 | *Comus florida* | Flowering dogwood | Good | |
| 342 | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 343 | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| 344 | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Good | Low split into two codominant trunks |
| 345 | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| 346 | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 347 | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| 348 | 4 | Remove | | 4 | *Magnolia

Six West Development Site - Specimen Tree Assessment

| Survey Number | DBH | Status | Saved | Removed | Species | Common Name | Condition | Notes |
|---|---|---|---|---|---|---|---|---|
| **361** | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **362** | 9 | Remove | | 9 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **363** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **364** | 35 | Remove | | 35 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **365** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **366** | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **367** | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **368** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **369** | 6 | Remove | | 6 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **370** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **371** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **372** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **373** | 11 | Remove | | 11 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **374** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **375** | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **376** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **377** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **378** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **379** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **380** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **381** | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **382** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **383** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **384** | 35 | Remove | | 35 | *Quercus nigra* | Water oak | Good | |
| **385** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **386** | 29 | Remove | | 29 | *Quercus nigra* | Water oak | Good | |
| **387** | 33 | Remove | | 33 | *Quercus nigra* | Water oak | Good | |
| **388** | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **389** | 11 | Remove | | 11 | *Oxydendrum arboreum* | Sourwood | Good | |
| **390** | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| **391** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **392** | 8 | Remove | | 8 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **393** | 7 | Remove | | 7 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **394** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **395** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **396** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **397** | 27 | Remove | | 27 | *Pinus taeda* | Loblolly pine | Good | |
| **398** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **399** | 33 | Remove | | 33 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **400** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **401** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **402** | 36 | Remove | | 36 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **403** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **404** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **405** | 29 | Remove | | 29 | *Pinus taeda* | Loblolly pine | Good | |
| **406** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **407** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **408** | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **409** | 66 | Remove | | 66 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **410** | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **411** | 35 | Remove | | 35 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **412** | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **413** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **414** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **415** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **416** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **417** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **418** | 38 | Remove | | 38 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **419** | 30 | Remove | | 30 | *Quercus rubra* | Northern red oak | Good | |
| **420** | 29 | Remove | | 29 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **421** | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **422** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **423** | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **424** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **425** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **426** | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **427** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **428** | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **429** | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **430** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **431** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **432** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **433** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **434** | 28 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Failing at base from eroded root system |
| **435** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **436** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **437** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **438** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **439** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **440** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **441** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **442** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **443** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **444** | 37 | Remove | | 37 | *Quercus pagoda* | Northern red oak | Fair | Low split into two codominant trunks with included bark |
| **445** | 27 | Remove | | 27 | *Quercus alba* | White oak | Good | |
| **446** | 5 | Remove | | 5 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **447** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **448** | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| **449** | 28 | Remove | | 28 | *Liquidambar styraciflua* | Sweetgum | Good | |
| **450** | 23 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Large fusiform rust canker on trunk |
| **451** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Fair | |
| **452** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **453** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **454** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **455** | 30 | Remove | | 0 | *Quercus alba* | White oak | Poor | Trunk wound with decay |
| **456** | 27 | Remove | | 27 | *Quercus alba* | White oak | Good | |
| **457** | 39 | Remove | | 39 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **458** | 46 | Remove | | 0 | *Quercus rubra* | Northern red oak | Poor | Low split into two codominant trunks with included bark; second stem is dead |
| **459** | 10 | Remove | | 10 | *Oxydendrum arboreum* | Sourwood | Good | |
| **460** | 38 | Remove | | 38 | *Quercus rubra* | Northern red oak | Fair | Low split into two codominant trunks with included bark |
| **461** | 26 | Remove | | 26 | *Quercus rubra* | Northern red oak | Good | |
| **462** | 31 | Remove | | 31 | *Quercus falcata* | Southern red oak | Fair | Unbalanced canopy |
| **463** | 43 | Remove | | 43 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **464** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **465** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **466** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **467** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **468** | 41 | Remove | | 41 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into three codominant trunks with included bark |
| **469** | 34 | Remove | | 34 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **470** | 39 | Remove | | 39 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **471** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **472** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **473** | 36 | Remove | | 36 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **474** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **475** | 32 | Remove | | 32 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **476** | 24 | Remove | | 24 | *Pinus taeda* | Loblolly pine | Good | |
| **477** | 40 | Remove | | 40 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **478** | 39 | Remove | | 39 | *Quercus nigra* | Water oak | Good | |
| **479** | 30 | Remove | | 30 | *Pinus taeda* | Loblolly pine | Good | |
| **480** | 29 | Saved | 29 | | *Quercus nigra* | Water oak | Good | |

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| Survey Number | DBH | Status | Saved | Removed | Species | Common Name | Condition | Notes |
|---|---|---|---|---|---|---|---|---|
| **481** | 35 | Saved | 35 | | *Pinus taeda* | Loblolly pine | Good | |
| **482** | 5 | Saved | 5 | | *Magnolia grandiflora* | Southern magnolia | Good | |
| **483** | 27 | Saved | 27 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **484** | 28 | Saved | 28 | | *Quercus falcata* | Southern red oak | Good | |
| **485** | 39 | Saved | 39 | | *Quercus nigra* | Water oak | Good | |
| **486** | 36 | Saved | 36 | | *Quercus falcata* | Southern red oak | Fair | Scaffold failure |
| **487** | 40 | Saved | 40 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **488** | 31 | Saved | 31 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **489** | 37 | Saved | 37 | | *Quercus nigra* | Water oak | Good | |
| **490** | 29 | Saved | 29 | | *Quercus nigra* | Water oak | Good | |
| **491** | 29 | Saved | 29 | | *Quercus nigra* | Water oak | Good | |
| **492** | 36 | Saved | 36 | | *Quercus falcata* | Southern red oak | Good | |
| **493** | 33 | Saved | 33 | | *Liquidambar styraciflua* | Sweetgum | Good | |
| **494** | 26 | Saved | 26 | | *Quercus nigra* | Water oak | Good | |
| **495** | 34 | Saved | 34 | | *Carya glabra* | Pignut hickory | Fair | Low split into three codominant trunks with included bark |
| **496** | 57 | Remove | | 57 | *Liriodendron tulipifera* | Tulip poplar | Fair | Multi stem |
| **497** | 26 | Saved | 26 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **498** | 30 | Saved | 30 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **499** | 30 | Saved | 30 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **500** | 28 | Saved | 28 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **501** | 39 | Saved | 39 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **502** | 30 | Saved | 30 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **503** | 29 | Saved | 29 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **504** | 55 | Saved | 55 | | *Liriodendron tulipifera* | Tulip poplar | Fair | Multi stem with included bark |
| **505** | 27 | Saved | 27 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **506** | 43 | Remove | | 43 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **507** | 29 | Saved | 29 | | *Liquidambar styraciflua* | Sweetgum | Poor | Low split into two codominant trunks with included bark; cavity in base |
| **508** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **509** | 31 | Saved | 31 | | *Pinus taeda* | Loblolly pine | Good | |
| **510** | 32 | Saved | 32 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **511** | 27 | Saved | 27 | | *Pinus taeda* | Loblolly pine | Good | |
| **512** | 30 | Saved | 30 | | *Pinus taeda* | Loblolly pine | Good | |
| **513** | 38 | Saved | 38 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **514** | 32 | Saved | 32 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **515** | 29 | Saved | 29 | | *Quercus nigra* | Water oak | Good | |
| **516** | 30 | Saved | 30 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **517** | 64 | Saved | 64 | | *Liriodendron tulipifera* | Tulip poplar | Good | Multi stem |
| **518** | 30 | Saved | 30 | | *Pinus taeda* | Loblolly pine | Good | |
| **519** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **520** | 24 | Saved | 24 | | *Pinus taeda* | Loblolly pine | Good | |
| **521** | 26 | Saved | 26 | | *Ulmus americana* | American elm | Good | |
| **522** | 24 | Saved | 24 | | *Pinus taeda* | Loblolly pine | Good | |
| **523** | 31 | Saved | 31 | | *Quercus nigra* | Water oak | Good | |
| **524** | 27 | Saved | 27 | | *Pinus taeda* | Loblolly pine | Poor | Large fusiform rust canker on trunk |
| **525** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **526** | 25 | Saved | 25 | | *Pinus taeda* | Loblolly pine | Good | |
| **527** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **528** | 27 | Saved | 27 | | *Pinus taeda* | Loblolly pine | Good | |
| **529** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **530** | 34 | Saved | 34 | | *Carya illinoinensis* | Pecan | Good | |
| **531** | 43 | Saved | 43 | | *Quercus nigra* | Water oak | Poor | Low split into two codominant leaders with dieback and decay in second trunk |
| **532** | 30 | Saved | 30 | | *Quercus nigra* | Water oak | Good | |
| **533** | 29 | Saved | 29 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **534** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **535** | 26 | Saved | 26 | | *Pinus taeda* | Loblolly pine | Good | |
| **536** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **537** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **538** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **539** | 48 | Saved | 48 | | *Quercus nigra* | Water oak | Good | Multi stem |
| **540** | 38 | Saved | 38 | | *Quercus nigra* | Water oak | Fair | Codominant leader failure with small cavity |
| **541** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **542** | 24 | Saved | 24 | | *Pinus taeda* | Loblolly pine | Good | |
| **543** | 29 | Saved | 29 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **544** | 26 | Saved | 26 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **545** | 30 | Saved | 30 | | *Fagus grandifolia* | American beech | Poor | Cavity in trunk |
| **546** | 30 | Saved | 30 | | *Pinus taeda* | Loblolly pine | Good | |
| **547** | 32 | Saved | 32 | | *Nyssa sylvatica* | Blackgum | Good | |
| **548** | 24 | Saved | 24 | | *Pinus taeda* | Loblolly pine | Good | |
| **549** | 24 | Saved | 24 | | *Pinus taeda* | Loblolly pine | Good | |
| **550** | 25 | Saved | 25 | | *Pinus taeda* | Loblolly pine | Good | |
| **551** | 32 | Saved | 32 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **552** | 41 | Saved | 41 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **553** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **554** | 23 | Saved | 23 | | *Pinus taeda* | Loblolly pine | Good | |
| **555** | 22 | Saved | 22 | | *Pinus taeda* | Loblolly pine | Good | |
| **556** | 44 | Remove | | 44 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **557** | 31 | Saved | 31 | | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **558** | 25 | Saved | 25 | | *Pinus taeda* | Loblolly pine | Good | |
| **559** | 41 | Remove | | 41 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **560** | 46 | Remove | | 46 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **561** | 28 | Remove | | 28 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **562** | 26 | Remove | | 26 | *Quercus falcata* | Southern red oak | Good | |
| **563** | 31 | Remove | | 31 | *Liriodendron tulipifera* | Tulip poplar | Fair | Low split into two codominant trunks with included bark |
| **564** | 28 | Saved | 28 | | *Quercus alba* | White oak | Good | |
| **565** | 26 | Remove | | 26 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **566** | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| **567** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **568** | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Good | |
| **569** | 10 | Remove | | 10 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **570** | 8 | Remove | | 8 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **571** | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Fair | Low split into two codominant trunks with included bark |
| **572** | 36 | Remove | | 0 | *Liriodendron tulipifera* | Tulip poplar | Poor | Low split into two codominant trunks with included bark; decay in trunk and union |
| **573** | 4 | Remove | | 4 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **574** | 27 | Remove | | 27 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **575** | 28 | Remove | | 28 | *Pinus taeda* | Loblolly pine | Good | |
| **576** | 26 | Remove | | 26 | *Pinus taeda* | Loblolly pine | Good | |
| **577** | 25 | Remove | | 25 | *Pinus taeda* | Loblolly pine | Good | |
| **578** | 27 | Remove | | 27 | *Quercus nigra* | Water oak | Good | |
| **579** | 44 | Remove | | 44 | *Quercus nigra* | Water oak | Fair | Multi stem; kudzu overtaking canopy |
| **580** | 29 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Kudzu overtaking canopy |
| **581** | 10 | Remove | | 10 | *Magnolia grandiflora* | Southern magnolia | Good | |
| **582** | 28 | Remove | | 28 | *Quercus nigra* | Water oak | Fair | Low split into two codominant trunks with included bark |
| **583** | 29 | Remove | | 29 | *Quercus nigra* | Water oak | Good | |
| **584** | 22 | Remove | | 22 | *Pinus taeda* | Loblolly pine | Good | |
| **585** | 36 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Extensive dieback in canopy |
| **586** | 39 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Heavily pruned for overhead utilities; kudzu overtaking canopy |
| **587** | 47 | Remove | | 0 | *Magnolia grandiflora* | Southern magnolia | Poor | Multi stem with included bark; heavily pruned for overhead utilities; kudzu overtaking canopy |
| **588** | 32 | Remove | | 0 | *Quercus nigra* | Water oak | Poor | Kudzu overtaking canopy |
| **589** | 26 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Kudzu overtaking canopy |
| **590** | 30 | Remove | | 0 | *Pinus taeda* | Loblolly pine | Poor | Kudzu overtaking canopy |
| **591** | 30 | Remove | | 0 | *Carya illinoinensis* | Pecan | Poor | Kudzu overtaking canopy |
| **592** | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Fair | Kudzu overtaking canopy |
| **593** | 36 | Remove | | 36 | *Liriodendron tulipifera* | Tulip poplar | Fair | Damaged canopy |
| **594** | 23 | Remove | | 23 | *Pinus taeda* | Loblolly pine | Good | |
| **595** | 30 | Remove | | 30 | *Liriodendron tulipifera* | Tulip poplar | Good | |
| **596** | 39 | Remove | | 0 | *Quercus falcata* | Southern red oak | Poor | Heavily pruned for overhead utilities; kudzu overtaking canopy |
| **597** | 27 | Remove | | 27 | *Quercus nigra* | Water oak | Good | |
| **598** | 36 | Remove | | 36 | *Quercus nigra* | Water oak | Good | |
| **599** | 35 | Remove | | 35 | *Quercus nigra* | Water oak | Good | |
| **600** | 33 | Remove | | 33 | *Quercus nigra* | Water oak | Good | |
| **601** | 13 | Remove | | 13 | *Magnolia grandiflora* | Southern magnolia | Good | |
| | **TOTALS** | | **4150** | **9993** | | | | |
| | | | **SAVED** | **REMOVED** | | | | |

| SITE DENSITY REQUIREMENT | |
|---|---|
| SITE DENSITY - 50 TREE DENSITY UNITS (TDU) / ACRE REQUIRED | |
| TOTAL PROPERTY (ACRES) | 59.9 |
| TIMES MINIMUM 50 UNITS PER ACRE | 2,995.00 |
| **SITE DENSITY FACTOR 'SDF' (MIN. REQUIRED UNITS)** | **2,995.00** |
| | |

EBERLY & ASSOCIATES
TEL770.452.7849 FAX770.452.0086
2951 FLOWERS ROAD SOUTH, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT:
SIX WEST RESIDENTIAL
LAND LOT 191 & 192
13TH DISTRICT
FULTON COUNTY, GEORGIA
2201 REDWINE AVE

ARBORIST REPORT

SCALE:
DATE: 07/06/2021
DRAWN BY: JI
PROJECT MANAGER: DYLAN LEE
QA/QC CHECK: JR

September 27, 2021

PROJECT NO.
21-017

SHEET NO.
TP 1.3
NOT ISSUED FOR CONSTRUCTION

REVISIONS:

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# CITY OF COLLEGE PARK

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


**REG SESSION AGENDA REQUEST** DOC ID: 9118

**DATE:** October 12, 2021

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

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Nikki Washington, City Planner

**RE:** Public Hearing for Consideration of a Rezoning at 0 Welcome All Road

---

**PURPOSE:** Public Hearing for the Deferred Item from the September 20th meeting for consideration of a rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District.

**REASON:** Public Hearing for the Deferred Item from the September 20th meeting for consideration of a rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District.

**RECOMMENDATION:** The City Planner recommends approval with conditions as outlined in the attached staff report.

**BACKGROUND:** The applicant is requesting to rezone the subject property to M-1 - Light Industrial for a battery storage facility. See the attached application and staff report.

**COST TO CITY**: N/A

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** Application Fee

**CITY COUNCIL HEARING DATE:** October 18th, 2021

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

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** Approval of this request would result in a rezoning from BP - Business Park to M1 - Light Industrial.

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

**STAFF:** Nikki Washington

**ATTACHMENTS:**

- NEXTERA REZONING APP (1) (PDF)
- SW Atlanta Layout Rev F (1) (PDF)
- NEER_103316_SW ATL BESS Ad_ 5 (PDF)
- NEER_108791_SW Atlanta battery energy storage fact sheet_V3 (PDF)
- Southwest Atlanta Council Questions (PDF)
- Battery Storage Vibration (PDF)
- 210805_NextEra - BESS_Overview with Bndy_Titleblock (PDF)
- 210830_NextEra - BESS_Overview 01 with Bndy_Titleblock (PDF)
- 210830_NextEra - BESS_Overview 02 with Bndy_Titleblock (PDF)
- 210830_NextEra - BESS_Overview 03 with Bndy_Titleblock (PDF)
- 210830_NextEra - BESS_Overview 04 with Bndy_Dims_Titleblock (PDF)
- Nextera Energy rezoning ordinance College Park (Final) (DOCX)
- Nextera Energy Rezoning Conditions 10.11.21 (DOCX)

**Review:**

- Nikki Washington Completed 10/12/2021 9:45 AM
- Inspections Pending
- Engineering Pending
- Fire Pending
- Power Pending
- Sonya Harold Completed 10/13/2021 8:42 AM
- City Attorney's Office Pending
- Mercedes Miller Completed 10/13/2021 1:57 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

# REZONING

CITY OF COLLEGE PARK
Planning Commission
www.collegeparkga.com

DATE SUBMITTED _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) NextEra Energy c/o Harold Buckley, Jr., Esq.

ADDRESS 2849 Paces Ferry Road, SE, Suite 700, Atlanta GA 30339

PHONE 404-853-5050 CELL 404-547-4957 FAX 404-853-1812

E-MAIL ADDRESS hbuckley@wbilegal.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Boulevard Associates, LLC

ADDRESS 700 Universe Blvd, North Palm Beach FL, 33408

PHONE: 561-691-7300 CELL: 561-635-6573 FAX N/A

E-MAIL ADDRESS Anthony.Pedroni@nexteraenergy.com

PROPERTY INFORMATION

ADDRESS 0 Welcome All Road (2 parcels) (Shared Parcel ID 09F360201300863)

CURRENT USE Vacant CURRENT ZONING BP

PROPOSED USE Power Storage Facility PROPOSED ZONING M1

SIZE OF PROPERTY 61.86 acres NET DENSITY (RESIDENTIAL) N/A

# REQUEST FOR REZONING

## REQUIREMENTS

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

## PRE-APPLICATION MEETING

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

## FEE

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

## FILING DEADLINE

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

## PLANNING COMMISSION MEETING

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

## COUNCIL HEARING

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

## QUESTIONS

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

(For Office Use Only)

Total Amount Paid $_____Check#_____Money Order #_____Received by: _____

Application checked by:_____Date:_____

Pre-application meeting:_____Date: _____

## CITY OF COLLEGE PARK ZONING APPLICATION CHECKLIST

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

All documents are required prior to acceptance of the application.

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

## APPLICANT AFFIDAVIT

Personally appeared before me Harold Buckley, Jr., Esq. who on oath deposes and states that the
(Applicant's Name)
Information contained in this application is true to the best of his/her knowledge and belief:

Jasonia Young
Notary Public

5-27-21
Date

Harold Buckley Jr.
Signature of Applicant

Harold Buckley, Jr.
Print Name

2849 Paces Ferry Road, Suite 700
Address

Atlanta, GA 30339
City, State, Zip

JASONIA YOUNG NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires July 17, 2021

## OWNER'S AFFIDAVIT

Personally appeared before me Anthony Pedroni who on oath agrees with
(Property Owner's Name)
the rezoning request and states that the information contained in this application is true to the best of his/her knowledge and belief:

Notary Public

5/27/2021
Date

Signature of City Clerk

Date

Signature of Owner

Anthony Pedroni
Print Name

700 Universe Blvd, E5E/JB
Address

Juno Beach, FL, 33408
City, State, Zip

TAMIKO FOSTER
MY COMMISSION # GG 305952
EXPIRES: June 25, 2023
Bonded Thru Notary Public Underwriters

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

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

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

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

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

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

| City Elected Official | Amount of Gift | $ Amount of Campaign Contribution |
|---|---|---|
| None | | |

Harold Buckley, Jr. Harold Buckley Jr.
Rezoning Applicant

ATTEST:
Jasonia Young
Notary Public

JASONIA YOUNG NOTARY My Commission Expires July 17, 2021 COBB COUNTY, GEORGIA PUBLIC

May 27, 2021
Date

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

# WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

HAROLD BUCKLEY, JR.

hbuckley@wbilegal.com
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812


May 28, 2021

VIA HAND DELIVERY

Honorable Mayor Bianca M. Broom
Members of the City Council
City of College Park
3667 Main Street
College Park, Georgia

Re: Rezoning Application by NextEra Energy to Rezone Two Welcome All Road Land Parcels (Parcel ID 09F360201300863, 09F360101290669, and 09F360101290545) From BP (Business Park) to M-1 (Light Industrial), With an Equivalent Future Land Use Amendment.

Dear Honorable Mayor and Members of City Council:

This firm represents NextEra Energy Resources, which is the world's largest generator of renewable energy from the wind and sun and is among America's largest capital investors in infrastructure. NextEra's business model is dedicated to the generation of sustainable clean energy, primarily through wind and solar power generation. NextEra is also a leader in battery storage projects.

NextEra has identified a site in College Park that it desires to develop with a battery energy storage facility. NextEra's proposed facility will store energy from the Georgia Integrated Transmission System in individual battery cells that are approximately the size of an iPad, which are placed into removable racks in a configuration that is similar to a computer server. The racks are placed in metal containers, which are similar in size to containers that are used on container ships. NextEra's proposed development will help balance and improve the operation of the local power grid by storing energy when it is most available, and then distributing that energy when the electric grid most needs it. The proposed power storage facility will be capable of storing enough energy to power approximately 54,000 homes for 24 hours. This project does not emit any emissions and does not negatively impact local air or water quality.

NextEra's intended site is comprised of two noncontiguous land parcels that share a single parcel identification number. As shown on our site plan, Parcel 1 encompasses approximately 40.87 acres of land at the northeast corner of Welcome All Road and South Fulton Parkway; and Parcel 2 encompasses approximately 20.99 acres at the southeast corner of the same intersection. Both parcels are undeveloped and wooded. They are also bisected by a Georgia Power utility easement and by streams and related floodplain areas, which would make

it very difficult to improve them with a traditional building-based development.

Because it does not propose to add occupied buildings to the site, NextEra's proposed battery storage facility will be much more protective of environmental areas on the site such as streams and wetlands than a traditional business park development would be. For example, while Parcel 1 encompasses almost 41 acres of land, NextEra only plans to cover approximately 4.27 acres with its equipment. Parcel 2 includes approximately 21 acres of land but NextEra only proposes to cover 2.77 acres with its equipment. Utilizing such small portions of the site allows NextEra to limit potential on-site stream and floodplain area impacts to minor driveway crossings, and to easily avoid encroaching into the on-site Georgia Power easement. It will also allow NextEra to preserve existing trees and vegetation closest to all property lines (except where driveway entrances are required), which will serve as a screen for the battery storage facility of the view from public rights-of-way, as well as nearby and adjacent properties.

The site is presently zoned BP (Business Park), which allows the development of utility substations with the issuance of a conditional use permit. While NextEra's proposed battery storage facility land use is functionally equivalent to a utility substation, we understand the planning staff would prefer to see the site rezoned to M1 (Light Industrial) because of the project's scale.[1] Based solely on that guidance, NextEra respectfully requests the city council to rezone the site from BP to M1. This request meets all of the rezoning application approval standards prescribed by Section 14.11(G) of the zoning ordinance as follows:

**1. The Proposed Amendment is Consistent with The City's Comprehensive Plan.**

The comprehensive plan sets forth a future land use map for all property within the city, but this plan is much more than just a map. It also includes a Community Agenda, which "sets the course for future development," and an implementation plan that "...serve[s] as a policy guide as the City of College Park seeks to achieve its vision for the future."[2] The comprehensive plan encourages industrial uses to be located in close proximity to Hartsfield-Jackson airport, Roosevelt Highway, and I-85/I-285.[3]

The following comprehensive plan policies set forth elements of the city's "vision" for industrial development:

- Aesthetic considerations are primarily focused along the public rights-of-way to create visually pleasing corridors with high quality design elements and top-notch building materials and landscaping.

[1] We also note that M1 zoning limits the height of structures to thirty-five (35) feet and portions of the project's onsite utility substation and transmission lines to connect the project to the Georgia Integrated Transmission System will necessarily be greater than 35 feet in height. Therefore, NextEra proposes that a condition of the rezoning be that the height of the project substation and transmission lines connecting the project to the Georgia Integrated Transmission System are authorized to exceed thirty-five (35) feet, but that no portion of the project substation or such interconnecting transmission lines exceed a height of 130 feet.
[2] College Park Comprehensive Plan, p. iv.
[3] Id at p. 16.

- Ample buffering along character area transitions from industrial uses to neighboring hospitality, residential and commercial character areas.
- Appropriate screening of outdoor storage and activity areas.

The proposed battery storage facility is consistent with all of these policies because it will be encircled by a substantial, undisturbed tree buffer that will screen it from off-site view.

The comprehensive plan also identifies declining property tax revenues as a significant issue for the city.[4] In light of this issue, the plan calls for the city to explore opportunities to diversify its economy to reduce its reliance on airport and hospitality related jobs.[5]

NextEra's development proposal is fully consistent with these economic development policies for several reasons. First, NextEra estimates that this development will generate approximately $2 million in new annual tax revenue, which would represent a significant tax revenue stream for the city from a single development.[6] The value of this additional tax revenue is further enhanced by the fact that the development would not generate any appreciable demand for government services and infrastructure like police, fire, water and sewer, schools, sanitation. Also, unlike traditional industrial development, this battery storage facility would also not generate any appreciable impacts on the local road network because it will not include inhabitable buildings. Instead, NextEra employees will perform periodic monitoring and maintenance duties on the site, as needed.

The plan also sets forth the following environmental priorities:

- Manage land...to ensure air and water quality.[7]
- Encourage more compact urban development to aid the preservation of open space.[8]

The comprehensive plan's implementation policies include the following:

| | |
|---|---|
| Policy 3.4.6 | Continue to promote the preservation of the City's natural resources. |
| Policy 3.4.7 | Limit development within environmentally sensitive areas, including floodplains, groundwater recharge areas, and wildlife habitats. |
| Policy 3.8.6 | Ensure that new development...is compatible with the use and character of existing development in the surrounding area. |
| Policy 3.8.8 | Require adequate buffering between different uses as necessary to protect neighborhoods from noise, light and air pollution. |
| Policy 3.8.18 | Promote clean, environmentally friendly industry within the City. |

[4] Id at p. 37.
[5] Id at p. 38.
[6] This figure is a simple average of anticipated tax revenue. Initially, new annual taxes will start out closer to $4 million and gradually decline due to property depreciation over time.
[7] Id at p. 40.
[8] Id.

As noted above, NextEra's project has an extraordinarily compact development footprint, with its equipment covering approximately 10% of Parcel 1 and 13% of Parcel 2. This footprint will preserve greenspace such as streams, floodplain areas, wetlands and trees not cleared for the project, which will provide more on-site greenspace than virtually any other development type. Furthermore, NextEra has completed a significant amount of environmental due diligence on the project site, including a wetland delineation and associated USACE Approved Jurisdictional Determination, habitat assessments, and species-specific surveys. The project will avoid impacts to jurisdictional wetlands, except where road crossings are necessary and permitted by appropriate regulatory authorities. NextEra has also consulted with the Georgia Department of Natural Resources and United States Fish and Wildlife Service in support of the proposed project. Finally, this compact development will also utilize substantial, pre-existing tree buffers around the perimeter of the site, which will screen it from off-site view.

Finally, the comprehensive plan identifies "finite economic resources" as a significant city issue because it creates "challenges in funding new and expanded community facilities and services to serve the [city's] population and business."[9] NextEra's development proposal would generate more than $2 million in new annual tax revenue, and the city could use its portion of those revenues to substantially improve the scope and quality of its community facilities and services.

**2. The Proposed Development Will Have No Impact on the Use, Conditions, or Character of the Surrounding Area.**

As explained above, the proposed battery storage facility will be completely screened from off-site view by a substantial tree buffer around the perimeter of the site. Furthermore, the development will not generate any appreciable post-development traffic, which maintains the character and performance of the local road network. Therefore, this development will enhance the local power grid without requiring appreciable government infrastructure or services. For these reasons, NextEra's development proposal will not have any impact on the use, conditions, or character of the surrounding area.

**3. The Proposed Development Represents the Most Desirable Use of the Site.**

As explained above, NextEra's site includes a number of limiting site conditions, such as streams, floodplain areas, as well as utility easements for electricity and sewer lines. These conditions render the site practically unusable for traditional development because development is barred from encroaching on them. Therefore, the proposed battery storage facility represents the site's most desirable use because it is flexible enough to be configured around these difficult areas of the site.

[9] Id.

**4. The Proposed Development Will Likely Enhance City Property Values.**

NextEra believes that the technology and size of this battery storage facility will be of global significance, which will place College Park on the international climate change/innovative energy solutions map. This presents College Park with an opportunity to replace its high crime image[10] with a new image as a progressive leader in the area of climate change and innovative energy generation with this first-of-its-kind battery storage project. Such a rebranding could very likely unlock substantial new economic development opportunities both within the United States and abroad, which could enhance local property values.

**5. Approving the Proposed Development Would Facilitate Responsible Growth and Development.**

The proposed battery storage facility will be dedicated solely to the storage and provision of environmentally sustainable power, which will enhance the state's power grid and service reliability. In addition, the proposed development plan is much more sensitive to difficult site conditions and environmentally sensitive areas than a traditional residential or commercial development. The proposed development will also have no appreciable impact on the character of the surrounding area, or local infrastructure and government services, while generating approximately 2 million in new tax revenues. Therefore, NextEra's proposed battery storage facility represents the most responsible approach to developing its site.

**6. Constitutional Objections and Conclusion.**

Georgia courts have long held that a zoning applicant must present any potential constitutional objections to the local government during the zoning review process. Applicants who fail to do so substantially deprive themselves of a legal basis to appeal adverse zoning decisions. [11] Therefore, NextEra respectfully advises the City of College Park of its constitutional objections to comply with requirements of Georgia law.

NextEra has shown that its rezoning request is fully consistent with the city's land use policies, and that it satisfies the city's prescribed approval standards for rezoning requests. Therefore, any action taken on this application other than the approval of NextEra's rezoning as requested would violate the constitutional rights guaranteed to NextEra by Article I, Section I, Paragraph I; Article I, Section I, Paragraph II and Article I, Section III, Paragraph I of the Georgia Constitution and the 5th and 14th Amendments to the United States Constitution.

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[10] Id ("There is a perception of crime in the City.").
[11] DeKalb County v. Bembry, 252 Ga. 510, 314 S.E.2d 900 (1984) (Held that the trial court erred in failing to grant summary judgment to DeKalb County because the constitutional attacks on the subject property's zoning were not first raised before the County Commission).

For all of the foregoing reasons, NextEra Energy Resources respectfully requests the approval of its application for a rezoning of the Site from BP (Business Park) to M1 (Light Industrial). Please let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

Harold Buckley Jr

By: Harold Buckley, Jr., AICP
Attorneys for NextEra Energy Resources

cc: Griffin Leone, Lead Project Manager (via email)

# WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

HAROLD BUCKLEY, JR.

hbuckley@wbilegal.com
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

May 28, 2021

VIA HAND DELIVERY

Honorable Mayor Bianca M. Broom
Members of the City Council
City of College Park
3667 Main Street
College Park, Georgia

Re: Letter of Ownership for Rezoning Application by NextEra Energy Resources to Rezone Two Welcome All Road Land Parcels (Parcel ID 09F360201300863, 09F360101290669, and 09F360101290545) From BP (Business Park) to M-1 (Light Industrial), With an Equivalent Future Land Use Amendment.

Dear Honorable Mayor and Members of City Council:

This firm represents NextEra Energy Resources, which pursuing a rezoning of the subject site, which NextEra desires to develop with a battery energy storage facility. As NextEra's legal counsel, I certify that NextEra owns the subject site through a wholly owned subsidiary known as Boulevard Associates.

Please let me know if I may provide you with any additional information or clarify anything in this letter.

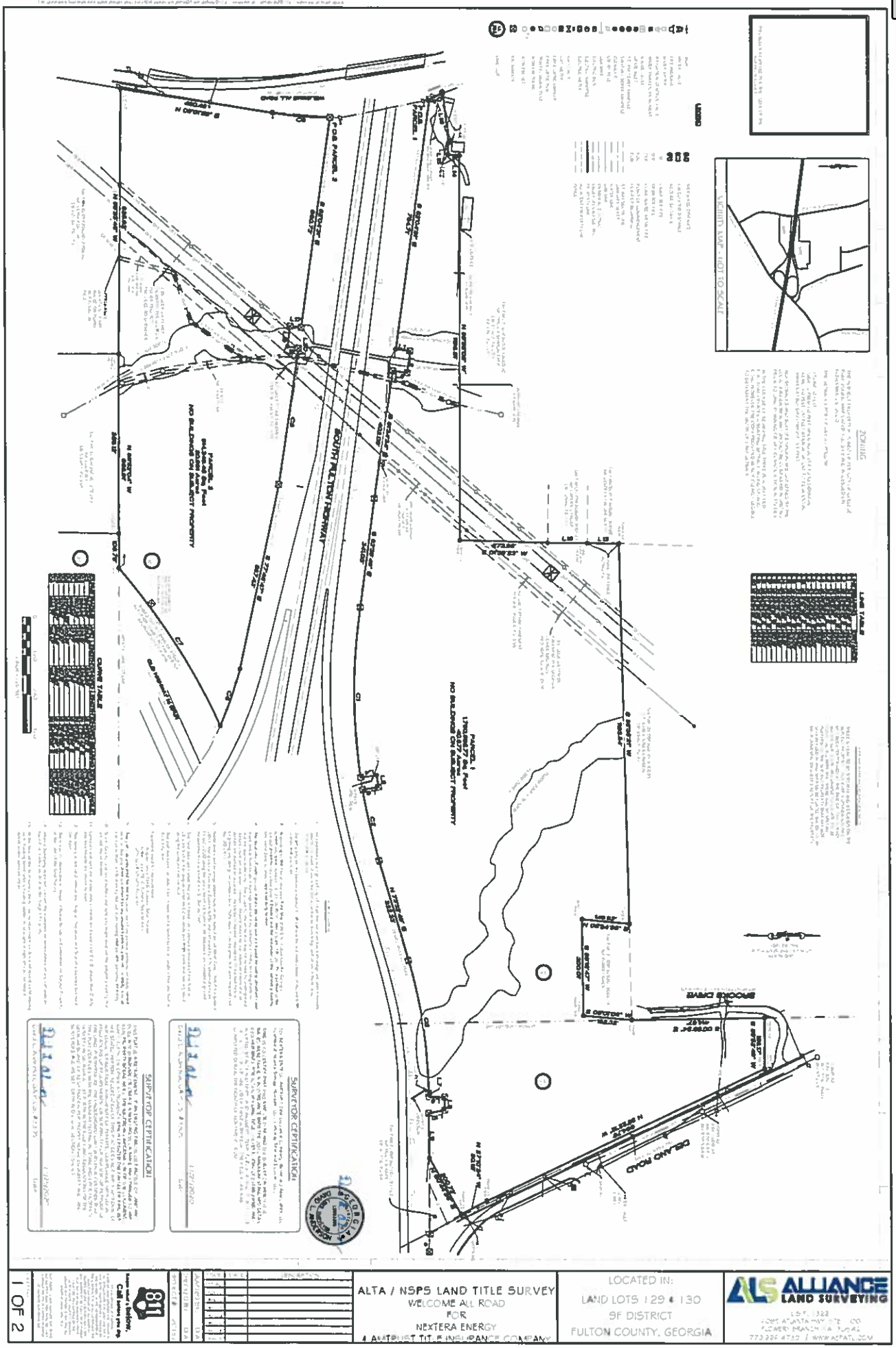
Sincerely,

WILSON BROCK & IRBY, L.L.C.

Harold Buckley Jr.

By: Harold Buckley, Jr., AICP
Attorneys for NextEra Energy Resources

cc: Griffin Leone, Lead Project Manager (via email)


SOUTH FULTON PARKWAY
WELCOME ALL ROAD
SURVEYOR CERTIFICATION
SURVEYOR CERTIFICATION
ALTA / NSPS LAND TITLE SURVEY
WELCOME ALL ROAD
FOR
NEXTERA ENERGY
LOCATED IN:
LAND LOTS 129 & 130
9F DISTRICT
FULTON COUNTY, GEORGIA
ALLIANCE LAND SURVEYING
1 OF 2

SURVEYOR CERTIFICATION

SURVEYOR CERTIFICATION

VICINITY MAP - NOT TO SCALE

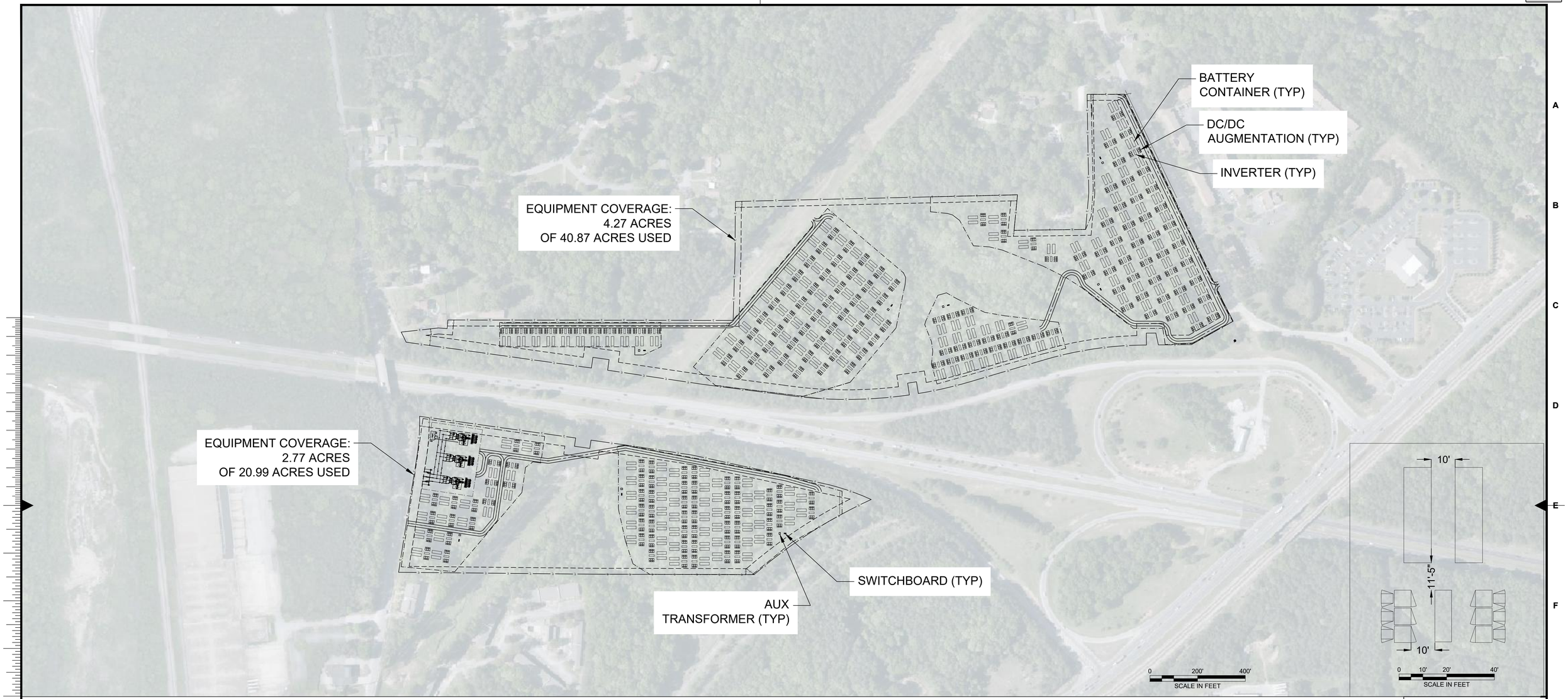
ALTA / NSPS LAND TITLE SURVEY
WELCOME ALL ROAD
FOR
NEXTERA ENERGY
& AMTRUST TITLE INSURANCE COMPANY

LOCATED IN:
LAND LOTS 129 & 130
9F DISTRICT
FULTON COUNTY, GEORGIA

ALLIANCE LAND SURVEYING

811

2 OF 2




PLAN VIEW

| ENERGY STORAGE SYSTEM DESCRIPTION | |
|---|---|
| NAMEPLATE @ .95 POI | 600 MW / 2400MWh |
| INVERTER QUANTITY | 190 |

| AREA | ACREAGE (SQ FT) |
|---|---|
| PARCEL | 1,861,256 |
| BUILDABLE (EQUIPMENT, SUBSTATION, AND SWITCHYARD) | 499,335 |
| LOT COVERAGE RATIO (BUILDABLE/PARCEL) | 24% |

**LEGEND:**

- PROPERTY LINE
- FENCE
- SETBACK
- ROAD
- GATE

**ABBREVIATION LIST:**

POI - POINT OF INTERCONNECTION
BESS - BATTERY ENERGY STORAGE SYSTEM

**NOTES:**

1. FINAL LAYOUT SUBJECT TO CHANGE BASED ON FINAL ENVIRONMENTAL AND CIVIL SETBACK DISTANCES
2. ORIENTATION, FENCE DIMENSIONS, AND GRADING LIMITS OF DISTURBANCE FOR THE GEORGIA POWER SWITCHYARD AND NEER SUBSTATION ARE SUBJECT TO CHANGE AND COULD VARY SIGNIFICANTLY IN FINAL DESIGN. GEORGIA POWER WILL BE REQUIRED TO REVIEW AND APPROVE PROPOSED STATION ORIENTATION, ACCESS, AND TRANSMISSION DESIGN.
3. EQUIPMENT INCLUDES SUBSTATION, BATTERY ENCLOSURES, AND SWITCHBOARDS.

NORTH

**PRELIMINARY - NOT FOR CONSTRUCTION**

| no. | date | by | ckd | description |
|---|---|---|---|---|
| E | 4/21/21 | SL | JG | REVISED AS SHOWN |
| D | 4/19/21 | SL | JG | REVISED AS SHOWN |
| C | 3/29/21 | SL | JG | REVISED AS SHOWN |
| B | 3/4/21 | SL | JG | REVISED AS SHOWN |
| A | 1/20/21 | SL | JG | SOUTHWEST ATLANTA BESS LAYOUT |
| F | 5/13/21 | SL | JG | REVISED AS SHOWN |

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co, Inc.

designed S. LE | detailed J. GUBBRUD

FULTON COUNTY, GEORGIA

SOUTHWEST ATLANTA
BATTERY STORAGE SYSTEM
4 HOUR LAYOUT

project | contract CONTRACT

drawing LAYOUT – rev. F

sheet 1 of 1 sheets

file SW_Atlanta_Layout.dwg

Scale For Microfilming
Millimeters
Inches

# Office hours for the Southwest Atlanta Battery Storage System

An affiliate of NextEra Energy Resources is developing a battery energy storage system facility in College Park.

Residents are invited to stop in, meet our staff and discuss the proposed project with us. For additional information visit: www.NextEraEnergyResources.com

To make an appoiment or to speak with our team call 605-237-2294 or email Brittany.Bruce@NEE.com

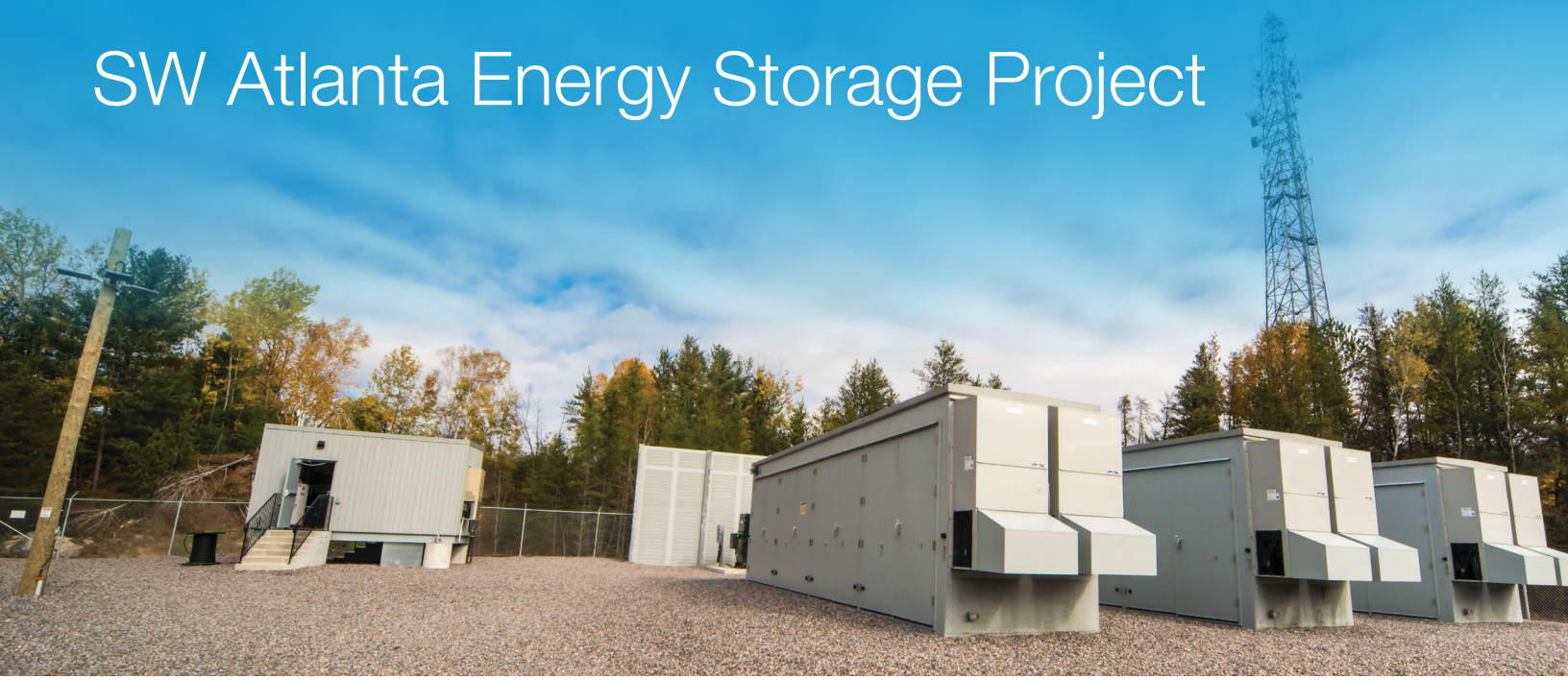
**Thursday, July 8 from 9 a.m. to 7 p.m.**

Location:
Embassy Suites by Hilton Atlanta Airport
4700 Southport Road
Atlanta, GA 30337

NEXTera ENERGY RESOURCES

www.NextEraEnergyResources.com

# SW Atlanta Energy Storage Project



## Overview and Benefits

» A proposed battery energy storage system located in College Park, Ga.

» Energy storage helps provide for more efficient, stable and reliable operations of the local power grid and delivery of electricity to customers.

» The proposed battery storage system will be capable of storing enough energy to power approximately 54,000 homes for 24 hours.

» Over the 30-year life of this project, College Park is expected to receive approximately $60 million in additional tax revenue (even with local tax incentives) – funds that can be used to benefit the community.

## About NextEra Energy Resources

» A leading clean energy provider operating wind, natural gas, solar and nuclear power plants

» A portfolio of power generating facilities across the United States and in Canada

» The world's largest generator of wind and solar energy

» A subsidiary of NextEra Energy, Inc., with headquarters in Juno Beach, Florida

» Approximately 99% of the electricity we generate comes from clean or renewable sources

**NextEraEnergyResources.com**

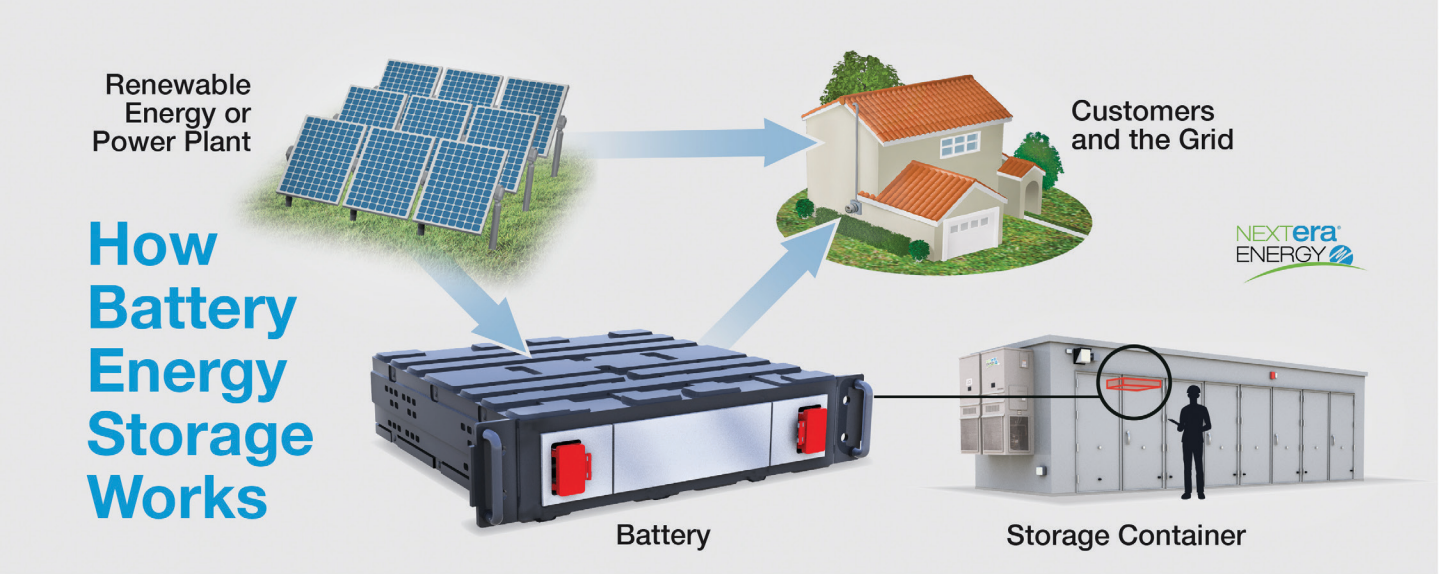
## Design and Operations

» The project will maintain an undisturbed vegetative buffer around the site which will shield the view from neighboring residents and resemble the land as it stands today

» Battery storage projects operate at low sound levels and the project will comply with the College Park Noise Ordinance.

» Once operational, traffic to the site is extremely limited and will be limited to two to three site technicians making weekly visits to the site to ensure proper operations and conduct maintenance or repairs on the site.

» The development has significantly less impacts than a traditional industrial development and will be able to avoid any sensitive environmental features on site.




## How battery energy storage works

» A battery energy storage system can help balance the load on the power grid and deliver electricity to customers when it is most needed.

» The battery system includes individual battery cells, collected into modules and housed in a specially-designed, climate-controlled storage container.

» A computerized monitoring system provides information, including up-to-date weather forecasts, power prices, historical electrical use, the amount of charge remaining in the batteries and when to use the energy storage system.

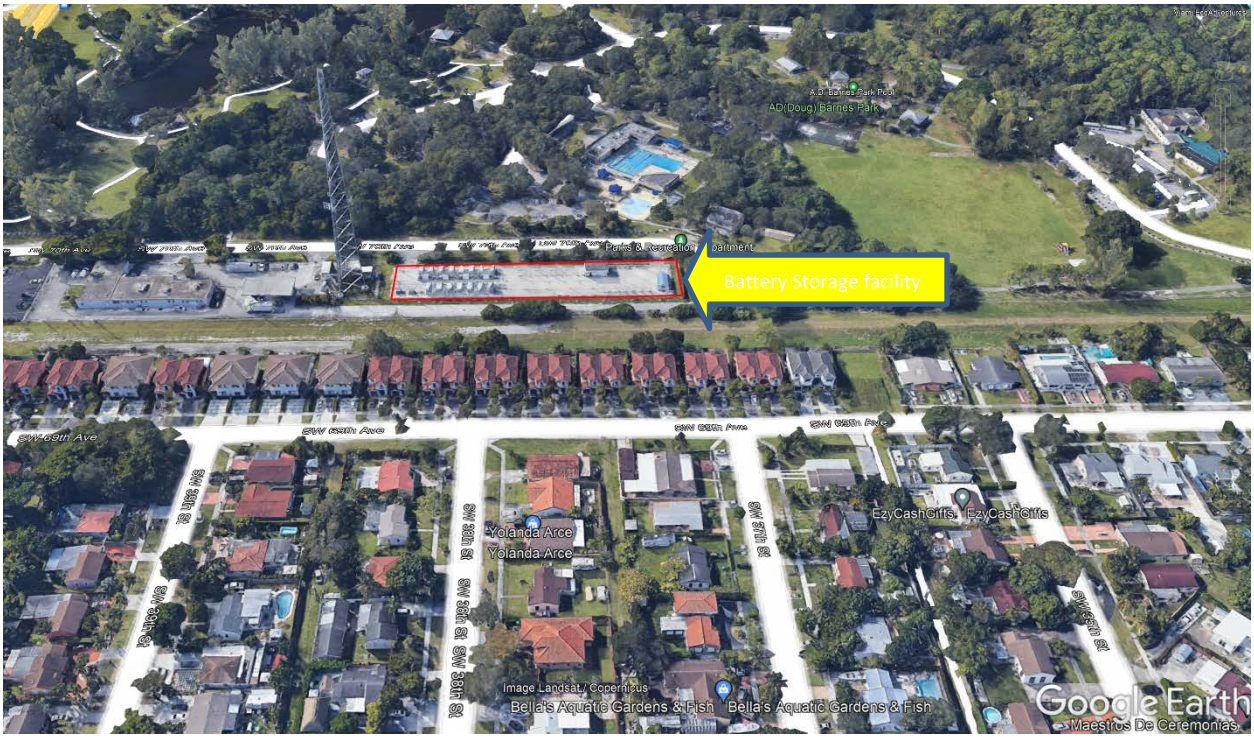
» When demand for energy is low, such as the middle of the day when people are at work or school or overnight when they're sleeping, the battery charges from the power grid and stores electricity.

» The battery discharges to the power grid when customer demand for energy is high, such as in the morning when people are getting ready for work or school, or in the early evening, when they're returning home, cooking dinner and watching TV.

**Mayor**

Mayor Broom: Do you have locations that are not in rural areas? Where are they located? Do you have facilities larger than (1) acre not far from residents? Locations?
NextEra: Yes, we have facilities in non-rural areas. We have a 10 MW battery storage facility in the Wynwood neighborhood in Miami, a 5 MW facility in Montauk, NY, another 5 MW facility in East Hampton, NY, and a substation collocated facility in Miami. The projects in Wynwood and NY have smaller acreage because they were space constrained. The substation project is 0.6 acres and is located close to residential neighborhoods as shown in the image below.

The Southwest Atlanta Battery Storge project is a larger version of the many facilities we currently have in operation or under construction, including a 40 MW/2 hour energy storage project in Southern Georgia. Our experience operating smaller versions of this facility for nearly a decade informs our expectations and ability to operate a facility of this size. We are looking at several facilities like this in different jurisdictions throughout the country. This is the direction the industry is transitioning and there is a need for urban battery storage facilities in many locations throughout the country.




**Councilman Clay**

Councilman Clay: What is the new standard of vibration, how will that standard be enforced? Are the containers on shock mounts? Are the shock mounts in battery? Is it adequate for vibration? What is blasting quarry standards?
NextEra: Please see attached document regarding vibration standards that was compiled by Paul Hayes with American Fire Technologies

Councilman Clay: Where is the "Noise Wall" at the boundaries related to your map of the properties?

NextEra: We do not currently have a "noise wall" proposed for this project as based on current design, we can currently meet the required noise levels per the College Park Noise Ordinance. If it is determined a noise wall is needed to comply with the College Park Noise Ordinance, one would be installed.

Councilman Clay: What is the closest distance between your property line and the residential properties?
NextEra: There are residential properties adjacent to our property line in several areas. However, we have agreed to a condition that states we will not place any battery storage structures within 115 feet of residential structures.

Councilman Clay: Please provide a map that shows a larger area with the correct arrow. Please identify where logistic buildings, rock quarry is located in context to the area? Please provide google map with proper orientation of property
NextEra: Please see attached revised maps to address the above questions.

**Councilman Allen:**

Councilman Allen: How does Chief Meadows (Police Chief for SF) feel about the project?
NextEra: While we don't precisely understand what questions or concerns the Police Chief for South Fulton might have with this project, we plan to reach out to him in connection with emergency response plan preparation with the Fire Departments.

Councilman Allen: We need to make sure the training for CP & SF is sufficient & includes recurring training
NextEra: As a special condition, we have committed to developing an emergency response plan that also includes initial and recurring annual training for both College Park and South Fulton Fire Departments.

Councilman Allen: The dead end street bothers me some: one way in / one way out
NextEra: We are committed to ensuring this project operates as safely as possible and to address this concern, we would like to propose the option of constructing a wall along the eastern boundary of the project along Delano Rd to address the dead end street concern. Below is the proposed language to address this concern:
"The developer shall, at its discretion, provide either a 50-foot wide undisturbed buffer along Delano Road or a fire-rated physical barrier along the full length of the subject property's Delano Road frontage, with the only break in the barrier being only wide enough to accommodate vehicular access to the site from Delano Road."

Councilman Allen: Believe NextEra should work with the SF citizens to make sure they are satisfied with a backup plan
NextEra: We are committed to keeping the community informed on the progress of the project and the project manager, Griffin Leone, will act as the community liaison for the project. Griffin plans to send periodic updates to the surrounding neighbors upon achieving project milestones. Additionally, we would be happy to provide Griffin's contact information to both College Park and South Fulton officials to provide to citizens who inquire about the project.

Councilman Allen: I am somewhat concerned that there are a much large number of battery containers than anticipated

NextEra: While we have prepared supplemental drawings that are more legible than our initial site layout plan, we have not changed our plan since we started the zoning review process. It sounds like council member Allen's concern could be related to a similar concern previously voiced by council member Clay regarding our proposed lot coverage. Based on his visual review of our site plan, council member Clay observed that it looked like our development would actually cover much more of the site than our stated lot coverage. We explained to him that we were not constructing any buildings or parking fields, so the zoning ordinance excluded much of the space between our containers from what it defined as impervious lot coverage. Therefore, while our lot coverage calculations included a minor miscalculation, which council member Clay's comment very deftly helped us discover, what the zoning ordinance considers to be "lot coverage" is not consistent with what the eye registers when viewing our site plan. We believe this is why our development, as depicted on our site plan, may not have matched council member Allen's expectations.

AMERICAN FIRE TECHNOLOGIES
A Division of The Hiller Companies, Inc.

# UL 9540 Energy Storage Systems and Equipment

Prepared for:
Name
Street Address
City, State, Zipcode

Rev. 0
Issued: 25 August 2021

Issued by:
Paul Hayes, FPE

American Fire Technologies
2120 Capital Drive
Wilmington, NC 28405

AMERICAN FIRE TECHNOLOGIES
A Division of The Hiller Companies, Inc.

# Vibration issues and how it is addressed

What is the new standard of vibration, how will that standard be enforced? Are the containers on shock mounts? Are the shock mounts in battery? Is it adequate for vibration? What is blasting quarry standards?

**Summary**
Vibration evaluation will be provided per the below requirements and will be incorporated into the HazardMitigation Analysis (HMA); This is a code requirement to provide under both the InternationalFire Code (IFC) and NFPA 855- Standard for the Installation of Stationary Energy Storage Systems. The outcome of the evaluation will be implemented.

## UL 9540 Energy Storage Systems and Equipment

Here is what the 2nd edition of UL9540 states

**37 Special Environment Installations**
**37.1 General**
37.1.1 Energy storage systems intended for installation in special environments shall be evaluated for their ability to operate safely in those environments. These environmental conditions can include exposure to salt fog for marine environments, testing for seismic ratings, high altitudes, etc. The requirements of 37.2, 37.3 and 37.4 shall apply depending upon the particular exposure. The installation instructions and nameplate labels on the ESS shall identify the special environmental conditions in accordance with 41.3, 41.11, and Section 42.
*Exception: Testing need not be conducted on systems or parts of the system if already covered as part of the specific technology safety standard."*

Effectively, it is a risk that must be evaluated.
The ESS equipment will be listed to the UL 9540 Standard.

## UL 1973-ANSI/CAN/UL Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications

Extracted from UL 1973

Regarding 1973, requirement, there is a vibration and mechanical shock tests (typically assigned to rail applications). But would be applicable to other vibrational issues Section 25 & 26 of 1973 (2nd ed.) states

**MECHANICAL TESTS**

AMERICAN FIRE TECHNOLOGIES
A Division of The Hiller Companies, Inc.

**25 Vibration Test (LER Motive Applications)**

25.1 The purpose of this test is to determine the battery system's resistance to anticipated vibration in LER motive installations and applies only to those systems intended for installation in that application.

25.2 The sample shall be secured to the testing machine by means of a rigid mount, which supports all mounting surfaces of the sample.

*Exception: The sample may be mounted within a mounting fixture representative of the intended end use application.*

25.3 The fully charged sample (MOSOC per 8.1) shall be subjected to a vibration test in accordance with the Simulated Long Life Testing at Increased Random Vibration Levels Tests of IEC 61373, for the appropriate Category and Class of equipment as determined by the intended rail installation. (Category and Class of equipment is defined in IEC 61373.)

25.4 The DUT shall be subjected to vibration in 3 mutually perpendicular directions. During the test the OCV of the DUT and temperatures on the center cell/module shall be monitored for information purposes.

25.5 During the test, one of the detection methods outlined in Section 9 shall be used to detect the presence of combustible vapor concentrations. If required based upon system design or installation, venting of toxic releases shall be continuously monitored during the testing per Section 13.

25.6 If the DUT is operational after the test it shall be subjected to a discharge and charging cycle in accordance with the manufacturer's specifications. See 12.2 for details regarding user resettable devices. An observation period per 8.5 is then conducted.

25.7 At the conclusion of the observation period, the DUT shall be subjected to an ″as received″ dielectric voltage withstand test in accordance with Section 20. The DUT shall be examined for signs of rupture and evidence of leakage.

25.8 As a result of the vibration test, the following in (a) – (h) are considered non-compliant results. For additional information on non-complying results refer to Table 12.1.
a) E – Explosion;
b) F – Fire;
c) C – Combustible vapor concentrations;
d) V – Toxic vapor release;
e) S – Electric shock hazard (dielectric breakdown);
f) L – Leakage (external to enclosure of DUT);
g) R – Rupture (of DUT enclosure exposing hazardous parts as determined by 7.3.3);
h) P – Loss of protection controls.

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A Division of The Hiller Companies, Inc.

**26 Shock Test (LER Motive Applications)**

26.1 The purpose of this test is to determine the battery system's resistance to anticipated shock in LER motive installations and applies only to those systems intended for installation in that application.

26.2 The sample shall be secured to the testing machine by means of a rigid mount, which supports all mounting surfaces of the sample. During the test, temperatures on the center module are monitored for information purposes.

*Exception: This sample may be mounted within a mounting fixture representative of the intended end-use rail application.*

26.3 A fully charged sample (MOSOC per 8.1) shall be subjected to a shock test in accordance with IEC

61373 for the appropriate Category and Class of equipment as determined by the intended rail installation.

(Category and Class of equipment is defined in IEC 61373.)

*Exception: This test may be conducted at the module level if it can be shown that testing shall be representative of the battery system.*

26.4 Both positive and negative direction shocks shall be applied in each of 3 mutually perpendicular directions for a total of 18 shocks.

26.5 During the test, one of the detection methods outlined in Section 9 shall be used to detect the presence of combustible vapor concentrations. If required based upon system design or installation, venting of toxic releases shall be continuously monitored during the testing per Section 13.

26.6 If the DUT is operational after the test it shall be subjected to a discharge and charging cycle in accordance with the manufacturer's specifications. An observation period per 8.5 is then conducted.

26.7 At the conclusion of the observation period, the DUT shall be subjected to an ″as received″ dielectric voltage withstand test in accordance with Section 20. The DUT shall be examined for signs of rupture and evidence of leakage.

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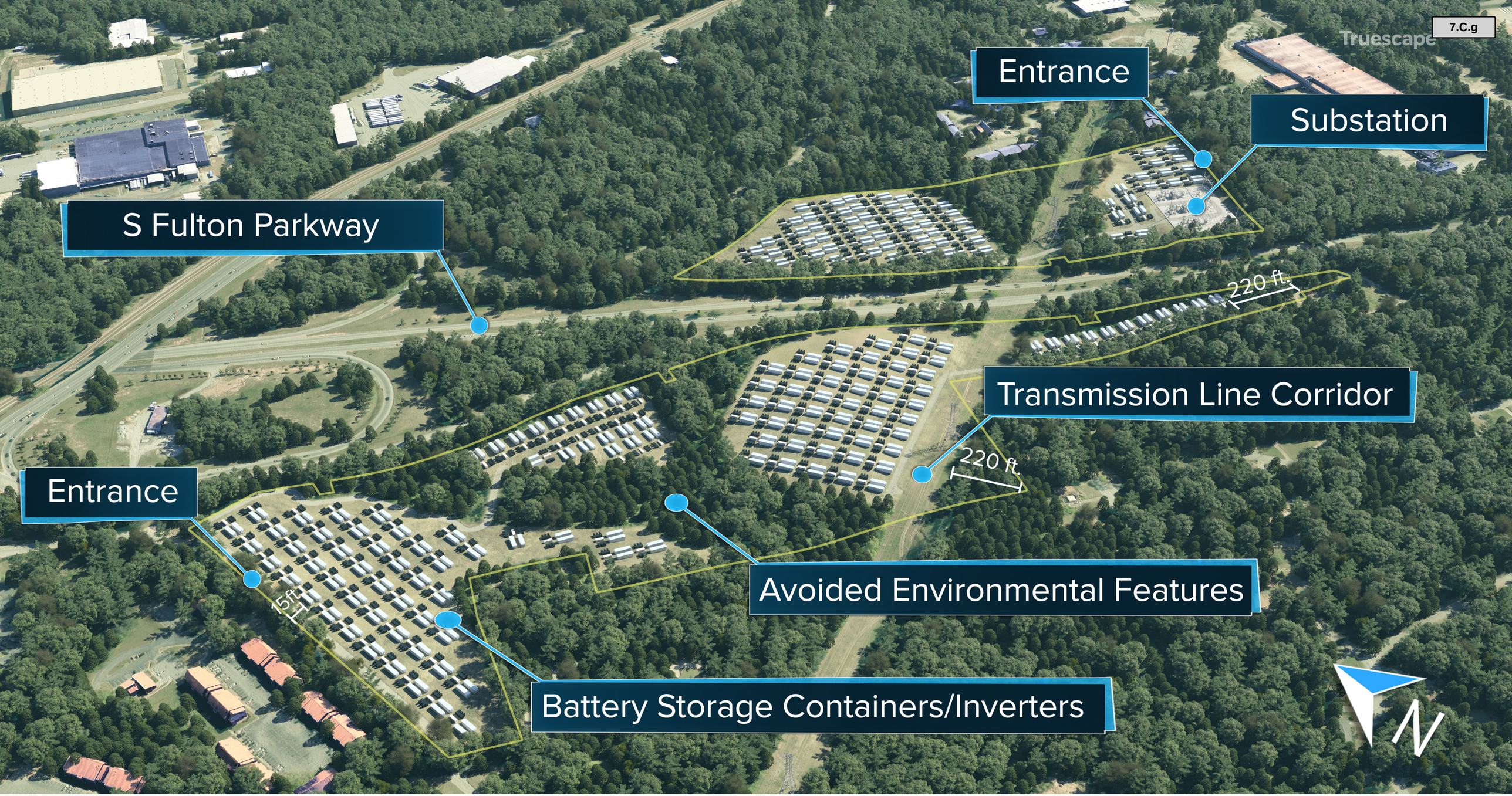
g) R – Rupture (of DUT enclosure exposing hazardous parts as determined by 7.3.3);
h) P – Loss of protection controls"

AMERICAN FIRE TECHNOLOGIES
A Division of The Hiller Companies, Inc.

**Summary**

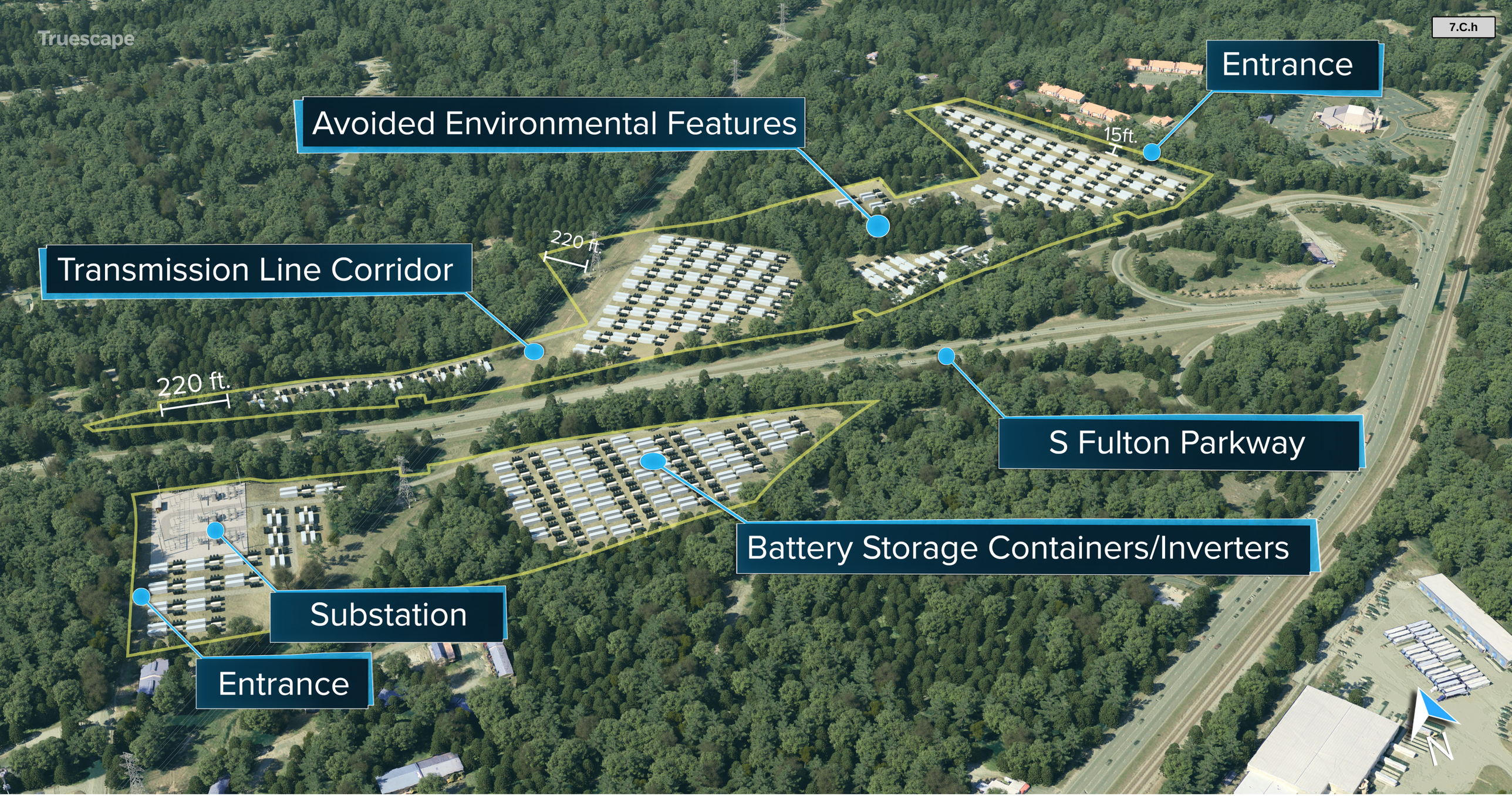
Vibration will be provided per the above requirements and will be incorporated into the Hazard Mitigation Analysis (HMA); This is a code requirement to provide under both the International Fire Code (IFC) and NFPA 855- Standard for the Installation of Stationary Energy Storage Systems.




# NextEra Energy - South West Atlanta BESS

## Fulton County, Georgia

Artist impression, design subject to change




# NextEra Energy - South West Atlanta BESS

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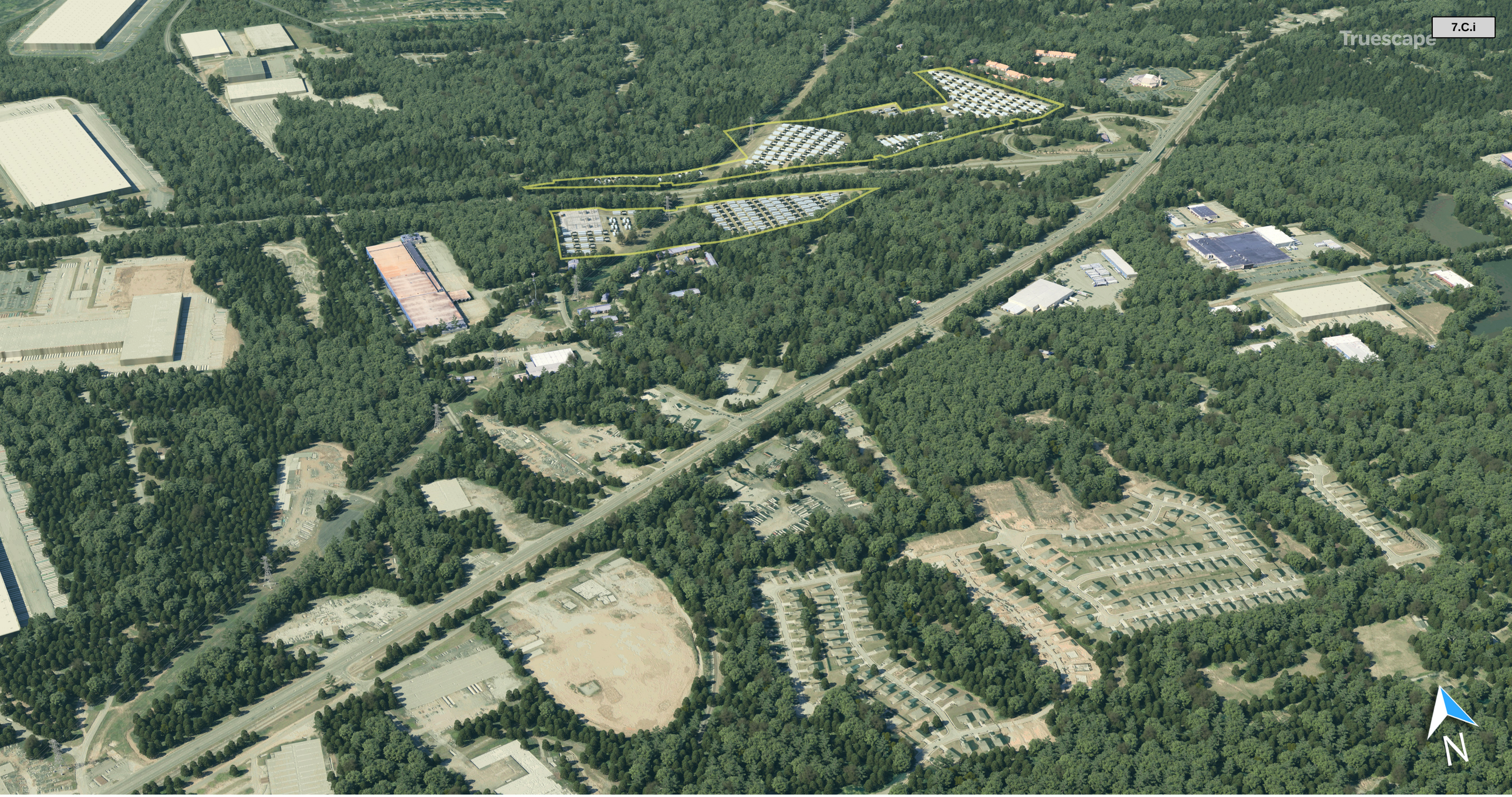


# NextEra Energy - South West Atlanta BESS

## Fulton County, Georgia

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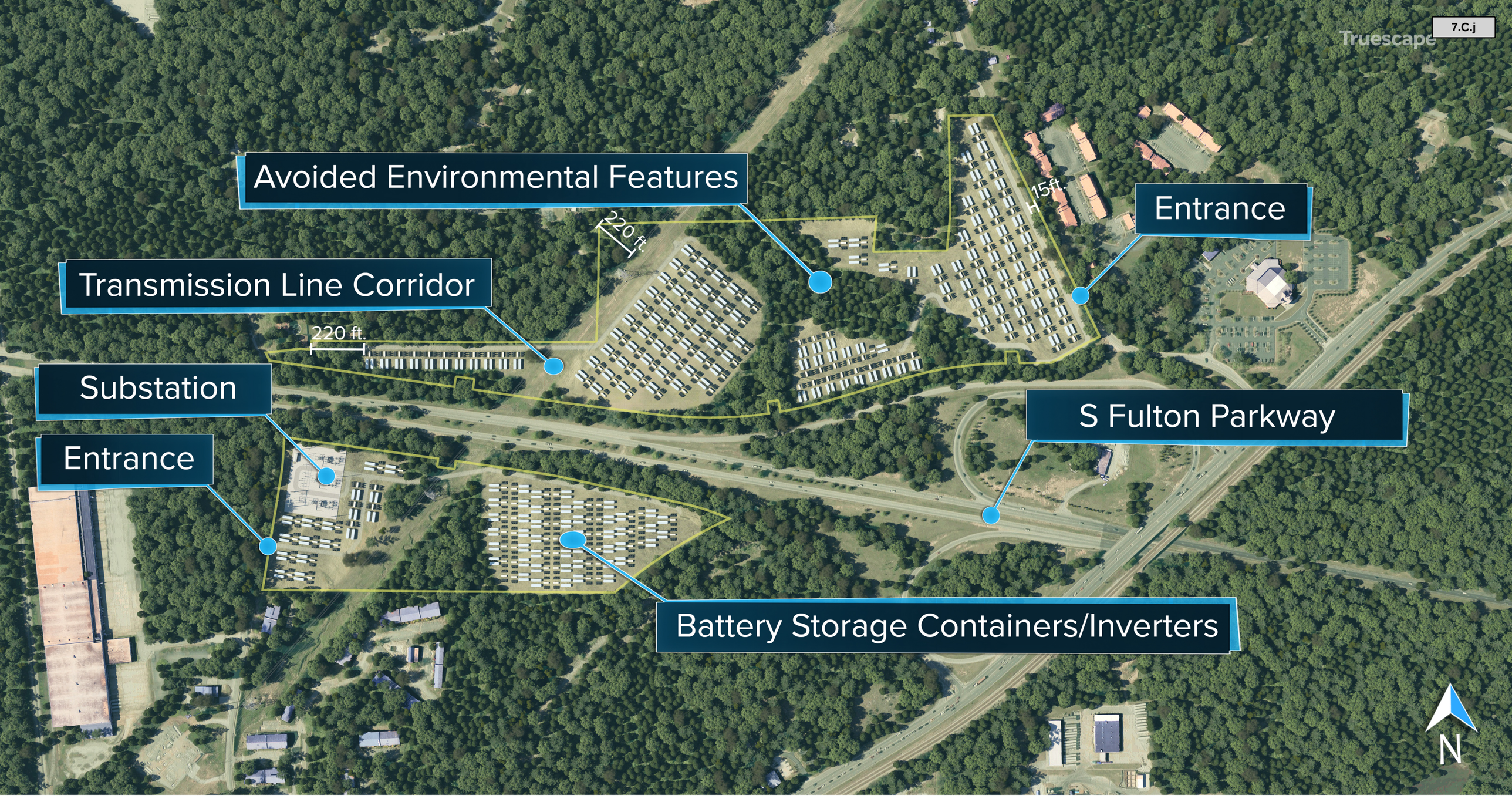


# NextEra Energy - South West Atlanta BESS

## Fulton County, Georgia

Artist impression, design subject to change

# NextEra Energy - South West Atlanta BESS

## Fulton County, Georgia

Artist impression, design subject to change

**STATE OF GEORGIA**

**CITY OF COLLEGE PARK**

**ORDINANCE 2021-____**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK, GEORGIA BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 0 WELCOME ALL ROAD; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

**WHEREAS,** the governing body of the City of College Park, Georgia (the "City") is the Mayor and Council thereof; and

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

**WHEREAS**, the subject parcel of real property consists of approximately 61.86 acres located at 0 Welcome All Road, according to the present system of numbering property in College Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Numbers: 09F36020130086; 09F360101290669; 09F360101290545) (the "Property"); and

**WHEREAS,** the Property is currently zoned as BP – Business Park; and

**WHEREAS,** the owners ("Applicant") of the Property filed an application requesting the governing body to rezone the Property to M1 – Industrial, for construction of a facility for battery storage; and

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

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

**WHEREAS**, the governing authority of the City desires to rezone the Property to M1 – Industrial, subject to certain conditions to ensure consistency with the City's comprehensive plan and future land use plan; and

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

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

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

**Section 1.** That certain parcel of real property consisting of approximately 61.86 acres located at 0 Welcome All Road, according to the present system of numbering property in College Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Numbers: 09F36020130086; 09F360101290669; 09F360101290545) is hereby rezoned from BP – Business Park to M1 – Industrial. Such rezoning is to be noted on the official City of College Park Zoning Map approved by the Mayor and Council as soon as reasonably possible following adoption of this Ordinance along with an editorial note on the official City of College Park Zoning Map

specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance. Until this rezoning is indicated on the official City of College Park Zoning Map, this Ordinance and Exhibit A shall govern over the official City of College Park Zoning Map to the extent of any discrepancy between this Ordinance and the official City of College Park Zoning Map. This rezoning is subject to the conditions listed on Exhibit B attached hereto, which shall be incorporated as if fully stated herein.

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

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

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

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

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

**Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent they conflict with this Ordinance.

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

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

**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

[Map Attached]

**EXHIBIT B**

[Zoning Conditions Attached]

# Exhibit B: Conditions of Approval

1. **Site and Use.**

   a. Industrial uses on the site shall be limited to storage of electric energy in batteries and a utility substation. Under no circumstances shall the use include freight trucks or similar other heavy equipment operations, except for material delivery during the construction phase or future equipment replacement. All uses listed under BP are allowed.

   b. The minimum distance from any storage containers, structure, or battery energy storage system to a residential structure shall be at least 115 feet.

   c. The site shall maintain a wooded buffer around the entire periphery to provide a visual screen year around.

   d. Submit FAA form 7460-1 to the FAA. (Note that the FAA's review period can take more than 45 days.) The FAA's response to Form 7460-1 shall be submitted to the Building Official. Any FAA concerns need to be addressed, and FAA related concerns must be resolved. FAA approval documentation must be submitted to the Building Official prior to the issuance of permit.

   e. All battery energy storage systems, all Dedicated Use Buildings, and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) shall be designed, erected, and installed in accordance with NFPA 855 and all other appliable State and Federal Laws, and all applicable provisions of the codes, regulations, and industry standards of the State of Georgia and the City of College Park Code.

   f. Noise at a residential property line shall meet College Park noise requirements regardless of whether the residential property is located in College Park.

   g. The site must be secured by a fence, gated at each entrance, and monitored by 24-hour surveillance in order to prevent unauthorized access. Signage indicating a restricted area and emergency information postings must be clearly posted at each entrance.

2. **Safety Standards.** The latest safety standards applicable to a Battery Energy Storage System (BESS) will be used in the facility's design and construction to ensure that battery modules adhere to the above requirements and that system faults cannot induce concurrent multiple battery module failures due to energy charge/discharge/storage mismanagement or battery module environmental mismanagement, including but not limited to temperature management.

3. **Design and Construction**. Notwithstanding any other requirements, the design and construction of the BESS shall ensure that thermal runaway will always be contained within the cells grouped within a battery module. Furthermore, the energy storage capacity of a battery module will be limited, such that the volume of any flammable gasses emitted during thermal runaway will not be sufficient to cause a fire or explosion, and the volume of any toxic gasses emitted during thermal runaway will not be sufficient to pose a health hazard to an unprotected individual within five feet of the container building housing the battery modules. BESS faults which violate either or both of the preceding requirements will constitute prima facie evidence of a deficient BESS that requires immediate shutdown of the entire facility until the cause of this zoning violation is determined and demonstrated to have been corrected in all BESS containers at the facility.

4. **Fire and Explosion Prevention.**

   a. *Building and Construction Plan approval.* All building and construction plans must be approved by the State Fire Marshal and the College Park Fire Marshal prior to operations.

   b. *Fire detection*. An approved automatic smoke detection system or radiant energy–sensing fire detection system shall be installed in rooms, indoor areas, and walk-in energy storage system units containing electrochemical energy storage systems. An approved radiant energy–sensing fire detection system shall be installed to protect open parking garage and rooftop installations. Alarm signals from detection systems shall be monitored by an approved supervising station in accordance with NFPA 72.

   *c.* *Fire suppression systems.* Rooms and areas within buildings and walk-in energy storage system units containing electrochemical energy storage systems shall be protected by an automatic fire suppression system.

   d. *Fire Propagation Prevention*. To prevent fire propagation, individual internal BESS racks or listed units shall be separated from each other and from other equipment and structures by a distance determined through large-scale fire testing (e.g., UL 9540A) and modeling. Such distance must be approved by the AHJ or the fire protection engineer of record, as required.

   e. *Enclosures.* Enclosures of energy storage systems shall be of noncombustible construction.

   f. *Vegetation and tree-cutting.* Areas within [10] feet on each side of any Battery Energy Storage Systems (BESS) shall be cleared of combustible vegetation and other

combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers shall be permitted to be exempt provided that they do not form a means of readily transmitting fire. Removal of trees should be minimized to the extent possible.

5. **Thermal Management.** The Facility shall have an appropriately designed thermal management system to support maintenance of the BESS in optimal environmental conditions. The thermal management system shall include the following:
   a. The BESS enclosure(s) shall include a thermal management system that shall maintain the temperature of all battery modules within manufacturer's specifications.
   b. Thermal management systems shall be designed to handle the most aggressive cycling case(s), fast or repeated charging and discharging at full rated power and maximum C-rate during the hottest day of the year, whichever is more aggressive. Thermal management design shall take into consideration the following, but shall not be limited to:
      i. An oversizing factor and a justification for the selection of the oversizing factor that accounts for total system size and subsequent augmentation, as well as the impacts of degradation over time.
      ii. Data pertaining to the heat generation of the battery cells (typically in watts of heat generated as a function of cell C-rate or current).
      iii. The number of cells in the system and therefore the total heat load at maximum C-rate.
      iv. An analysis of the BESS duty cycle (power over time) translated to C-rate over time for the battery cells.
      v. An estimation of the maximum duration of time that the cells shall be at maximum C-rate.
      vi. The thermal mass of the battery cells and constituent components shall be considered in the heat and mass balance calculation.
      vii. The rejection rate of heat from the BESS walls and ceiling.

6. **Physical Hazards.**
   a. Energy storage systems that have the potential to release odors, toxic, and highly toxic gas during charging, discharging and normal use conditions shall be provided with a hazardous exhaust system to provide treatment before released into the air in accordance with the Mechanical Code of the State of Georgia.

   b. If necessary, the Tier I Emergency and Hazardous Chemical Inventory Form from Section 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA) must be completed. This form includes the submittal of an emergency and hazardous

chemical inventory form by March 1 of each calendar year to the State Emergency Response Commission (SERC), the Local Emergency Planning Committee (LEPC), and the City of College Park Fire Department.

7. **Traffic.**

   a. Access to the southern portion of site shall be restricted to Welcome All Road and access to the northern portion shall be restricted to one entrance on Delano Road.

   b. Provide a traffic routing plan showing where roads will be closed, and how traffic will be routed, in case of an emergency situation. This can be submitted as a part of the Emergency Operations Plan.

8. **Cyber Security.** Prior to receiving City approval to operate, the applicant shall provide the following information to the City of College Park Information Technology Director:

   a. All information on NFPA-75/76 for Mitigating Risk for Technology Equipment
   b. A NIST-800-53-CP-2 Contingency Plan
   c. A method to track "User Actions"
   d. All monitoring software information
   e. All fortification effort for network protection
   f. All network equipment information (Edge switches, firewall etc.)

9. **Training.** Prior to operations, owner of the BESS shall provide training to public safety personnel for emergency response. Training shall occur annually and be at least 4-hours. Training shall be provided to both City of South Fulton and City of College Park personnel.

10. **Emergency Operations Plan.** Applicant shall prepare and provide a copy of an Emergency Operations Plan to the College Park fire department and local fire code officials annually. A permanent copy shall also be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:

    a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

    b. Procedures for inspection and testing of associated alarms, interlocks, and controls.

    c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair

personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures may include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

e. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.

f. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

g. Monitoring and shutdown capability of the system is provided on site at a safe distance from the BESS units that will have all monitoring and control communication paths completely self-contained on-site, independent of outside communication links.

11. **Signage.**
    a. The signage shall be in compliance with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number.
    b. A disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

12. **Lighting.** Lighting of the battery energy storage systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

13. **Noise.**

    a. All applicable standards from the City of College Park Code of Ordinances regarding noise, including but not limited to Sections 8-26, 8-37, and 8-38, must be properly implemented. This includes the requirement that the combined sound level at the residential property boundary from all the sound sources (including fans, air conditioning compressors, inverters, etc.) should not exceed 60 dBA during the day (7:00 AM to 10:00 PM), and 50 dBA at night (10:00 PM to 7:00AM).

b. Noise walls or other noise protection measures may be required on the property to meet the above standards.

14. **Decommissioning.**

a. *Decommissioning Plan*. The applicant shall submit a decommissioning plan, developed in accordance with the Uniform Code, to be implemented upon abandonment and/or in conjunction with removal from the facility. The decommissioning plan shall include:

i. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

iii. The anticipated life of the battery energy storage system;

iv. The estimated decommissioning costs and how said estimate was determined;

v. The method of ensuring that funds will be available for decommissioning and restoration;

vi. The method by which the decommissioning cost will be kept current;

vii. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

viii. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

b. *Decommissioning Fund*. The owner and/or operator of the energy storage system, shall continuously maintain a fund or bond payable to the City of College Park, in a form approved by the City of College Park for the removal of the battery energy storage system, in an amount to be determined by the City of College Park, for the period of the life of the facility. This fund may consist of a letter of credit from a State of Georgia licensed-financial institution. All costs of the financial security shall be borne by the applicant.

# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 9187

**DATE:** October 13, 2021

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

**FROM:** Mercedes Miller, Interim City Manager

**RE:** Request Approval of Professional Services Agreement

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**PURPOSE:**
Mayor and City Council approval of Professional Services Agreement between City of College Park and Pond & Company to provide Supplemental Program Management for Building & Inspection Services.

**ATTACHMENTS:**

- PROFESSIONAL SERVICES AGREEMENT- CP-Pond- Building Inspection (FINAL) 10-13-2021 (002) (PDF)

**Review:**

- Mercedes Miller Completed 10/13/2021 10:35 AM
- City Attorney's Office Pending
- Sonya Harold Completed 10/13/2021 10:57 AM
- Mercedes Miller Completed 10/13/2021 11:41 AM
- Mayor & City Council Pending 10/18/2021 7:30 PM

# PROFESSIONAL SERVICES AGREEMENT

## SUPPLEMENTAL PROGRAM MANAGEMENT FOR BUILDING & INSPECTION SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this ____day of _____, 20__, by and between the **CITY OF COLLEGE PARK, GEORGIA**, a Georgia municipal corporation, ("City") and **POND & COMPANY**, a Georgia corporation ("Contractor").

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE,** in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.

1. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Fee Schedule"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

2. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon June 30, 2022 ("Initial Term"). This Agreement shall automatically renew upon the same terms and conditions at the expiration of the Initial Term and terminate on June 30, 2023 ("Renewal Term"), unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the Renewal Term, or if the Agreement is otherwise terminated pursuant to the terms herein.

3. **RELATIONSHIP OF THE PARTIES.**

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

independent contractor and not as an employee in providing the Services under this Agreement.

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

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

4. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

5. **TERMINATION FOR DEFAULT.**

(a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

(b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

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

of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

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

6. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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

8. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to

comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.

Notwithstanding Contractor's indemnification obligations to the City, to the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, and its officers, directors, employees, agents and consultants (collectively, the "Contractor Indemnitees") from and against claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from City's obligation and performance of service to Contractor under this Agreement, but only to the extent caused in whole or in part by the negligent acts or omissions of the City or anyone directly or indirectly employed by the City for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

9. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

10. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**

    (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

    (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the standard of care ordinarily provided by engineering/architectural professionals practicing in the same or similar locality under the same or similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

    (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

11. **THE CITY'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

12. **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 for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

13. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:

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

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

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

14. **CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

15. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

16. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

17. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of

any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

18. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

**If to the City:**

City Manager
City of College Park
3667 Main Street
College Park, Georgia 30337

With copies to:

City Attorney
Fincher Denmark LLC
100 Hartsfield Centre Pkwy., Ste. 400
Atlanta, Georgia 30354

**If to the Contractor:**

James McNabb
Pond & Company
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

19. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

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

21. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

22. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

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

24. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto,

contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**25. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**[SIGNATURES ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF,** said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF COLLEGE PARK, GEORGIA,**

BY: _____

TITLE: Bianca Motley Broom, Mayor

[Seal]

ATTEST (sign here): _____
Name (print): _____
DATE: _____

**[SIGNATURES CONTINUED ON NEXT PAGE]**

Executed on behalf of:

**CONTRACTOR: Pond & Company**

BY (sign here): _____
Name (print): _____
Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____
Title: _____

DATE: _____

# EXHIBIT A
# SCOPE OF SERVICES

## Supplemental Services Program Management

**I. General**:

a. Contractor shall select a representative acceptable to the City to serve as the City's Supplemental Services Program Manager/Chief Building Inspector.

b. Contractor's primary function will be to provide oversight and participate in plan reviews and inspections of all commercial, industrial, and residential properties for the purpose of complying with the latest building codes.

c. Contractor's secondary functions will be to assess the permit review process, inspection review process, code compliance, code enforcement and permit fee schedules for the purpose of improving efficiencies and collection of fees congruent with services provided.

d. If requested, Contractor will also provide assistance selecting a permit management/issuance software.

e. At its own cost, Contractor shall provide all personnel to provide the Services including Building Official/Chief Building Inspector and administrative personnel for ancillary Services work. Contractor's personnel shall be trained, qualified and licensed as required for the duties assigned. Except as otherwise provided herein, Contractor shall provide all equipment necessary for its personnel to perform the Services (tools, vehicles, communication equipment, etc.).

**II. Building Official/Chief Building Inspector Duties:**

a. Attend and participate in meetings as needed;

b. Serve as in-house expert on code interpretation;

c. Make recommendations to codes, rules and regulations;

d. Provide advice in the development of plans, issues reports, provides recommendations, and coordinates departmental activities;

e. Responsible for scheduling all inspections;

f. Code compliance review and enforcement; and

g. Perform all duties required of the Building Official and Chief Building Inspector under the College Park Code of Ordinances, including but not limited to Chapter 5

(Buildings; Construction and Related Matters), Chapter 10 (Municipal Utilities and Services); and Appendix A (Zoning).

## III. Building and Zoning Plan Reviews

a. Contractor shall perform all plan review duties as required of the Building Official/Chief Building Inspector under the College Park Code of Ordinances, including but not limited to Chapter 5 (Buildings; Construction and Related Matters), Chapter 10 (Municipal Utilities and Services); and Appendix A (Zoning).

b. Contractor shall provide all personnel to provide the Services including plan examiners and administrative personnel for ancillary Services work. Contractor's personnel shall be trained, qualified and licensed as required for the duties assigned.

## IV. Field Building Inspections

a. At its own cost, Contractor shall provide all personnel to provide the Services including State Certified Inspectors and Registered Professional Engineers relating to the following disciplines, civil, environmental (including erosion control), architectural, mechanical, electrical, plumbing, structural, and fire protection (including fire alarm systems) and administrative personnel for ancillary Services work. Contractor's personnel shall be trained, qualified and licensed as required for the duties assigned.

b. Contractor shall perform field building inspections as required by the College Park Code of Ordinances, including but not limited to Chapter 5 (Buildings; Construction and Related Matters), Chapter 10 (Municipal Utilities and Services); and Appendix A (Zoning).

c. Contractor's services do not include special inspection services or material testing.

d. Reinspection or return visits for work not ready or able to be inspected will occur additional fees

**EXHIBIT B**
**FEE SCHEDULE**

| Service | Monthly Fee | Hourly Fee |
|---|---|---|
| Supplemental Program Management (Building Official Duties) | $6,600 Flat Fee<br><br>*Up to 48 hours of services per month | N/A |
| Building Plan Reviews | N/A | $150.00/hr |
| Zoning Plan Reviews | N/A | $130.00/hr |
| Field Building Inspections* | N/A | N/A |

*Field Building Inspections- It is the intent for Contractor to develop a program as part of the initial assessment and onboarding to receive compensation for field inspections directly from the applicant/owner/developer. Field inspections services performed prior to the City accepting and approving this program, will be billed to the City at an hourly rate of $165.00/hr.

# EXHIBIT C

## RISK MANAGEMENT REQUIREMENTS

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

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

**EXHIBIT C**

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

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

**LIMITS OF LIABILITY:**

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

**These are automatic minimums*

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

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

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

# CITY OF COLLEGE PARK

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

**REG SESSION AGENDA REQUEST**

DOC ID: 9182

**DATE:** October 12, 2021

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

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Denise Cole, Interim GICC Executive Director

**RE:** One year amended extension of SKYHAWKS contract

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Consideration and approval by the Mayor and Council of an amendment to the Arena License Agreement 9-29-21 (11626.3)(15143.1) to extend the original SKYHAWKS agreement an additional year.

**ATTACHMENTS:**

- CMVM NBA G LEAGUE ARENA LICENSE AGREEMENT 2018 (PDF)
- SKY - Amendment to Arena License Agreement (Execution Version) (PDF)

**Review:**

- Denise Cole Completed 10/11/2021 10:18 AM
- Sonya Harold Completed 10/11/2021 10:23 AM
- City Attorney's Office Completed 10/12/2021 7:40 PM
- Sonya Harold Completed 10/11/2021 10:23 AM
- Mercedes Miller Completed 10/13/2021 8:56 AM
- Mayor & City Council Pending 10/18/2021 7:30 PM

# ARENA LICENSE AGREEMENT

THIS ARENA LICENSE AGREEMENT (the "Agreement") is made and entered into this 11th day of January 2018 (the "Effective Date"), by and among THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY, a development authority organized pursuant to the laws of the State of Georgia ("BIDA"), the CITY OF COLLEGE PARK, GEORGIA, a municipal corporation incorporated under the laws of the State of Georgia ("College Park" and collectively with BIDA, the "City"), and CMWM, LLC, a Georgia limited liability company ("Licensee").

**W I T N E S S E T H:**

WHEREAS, Licensee has been granted the right to own and operate a team (the "Team") in the NBA G League (the "League") that is affiliated with the Atlanta Hawks franchise that holds a membership in the National Basketball Association ("NBA").

WHEREAS, the City is constructing a multi-purpose facility, including a sports arena, adjacent to the Georgia International Convention Center (the "GICC"), located at 2000 Convention Center Concourse, Atlanta, GA 30337 (the "Site"), which will include administrative offices, food and beverage facilities, box office, locker rooms, basketball court designed for playing League games, seating capacity of approximately 3,500 for League games and other uses, storage areas, common areas available to the public (e.g., walkways, hallways, corridors, stairways, concourses, elevators, public restrooms), parking, press areas, control rooms for all audio and visual communications systems (e.g., scoreboards, television and loudspeaker systems, public address systems, timers, clocks, video monitors, transmission equipment antennas consistent with FAA regulations, signs, marquee and Internet systems) and lighting control areas within or adjacent to such area (collectively, the "Facility" or the "Arena").

WHEREAS, the City has the power and authority to license the use of the Facility (and all portions thereof) to others for the purpose of holding and presenting any events.

WHEREAS, Licensee, as a member of the League, is concurrently herewith receiving all necessary approvals of NBA Development League, LLC ("NBADL"), which owns and operates the League, to use the Arena (as defined below) and all portions thereof for the Term (as defined below) for the purposes contemplated herein, and in accordance with the provisions set forth herein.

WHEREAS, Licensee desires to license the use of the Arena from the City, and the City desires to license the use thereof to Licensee, for the purpose of holding (i) pre-season, regular season and post-season League games of the Team that are designated by the League as "home games" of the Team (but not including games of the Team played in what is currently known as the NBA G League Showcase) ("Home Games") beginning with the 2019-2020 League season and running through and including the 2025-2026 League season, as may be extended pursuant to Section 3 below, and (ii) other basketball, community or fan engagement events, including, but not limited to, practice or scrimmages, exhibition games against non-League teams, ticket sales "open house" events, meet the Team events, fan fest events and up to two (2) Atlanta Hawks pre-

season basketball games during the Term ("Other Licensee Events" and, together with the Home Games, the "Licensee Events"), all subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

**1. License.**

A. Use. Subject to the agreements, conditions and provisions contained in this Agreement, the City hereby licenses to Licensee, and Licensee hereby licenses from the City, the right to use any portion or all portions of the Arena normally made available to leasing entities, specifically excluding the City's administrative offices and storage, janitorial and mechanical rooms identified by the City as the City's exclusive use areas, during the Term for the purpose of (i) playing, exhibiting and presenting up to twenty-five Licensee Events per year, plus such additional Licensee Events pursuant to the terms hereof and the related set-up, take down and other pre- and post-game and halftime activities; (ii) conducting business and basketball operations and activities related to Licensee Events on the dates of Licensee Events; (iii) marketing and advertising the Team, the League and Licensee Events; (iv) watching, producing, broadcasting and reporting on Licensee Events and covering other Team activities by Multimedia Distribution (as defined in Section 10); (v) selling tickets to Licensee Events in accordance with Section 7; (vi) exploiting the right to display, transmit or utilize advertising rights in accordance with Section 8; and (vii) any other use directly related to the foregoing uses set forth in clauses (i)-(vi) (collectively, the "Intended Purpose"). Subject to the terms and conditions of this Agreement, the Intended Purpose may be conducted directly by Licensee or indirectly through other persons or entities pursuant to contracts with Licensee or any of its affiliates. Notwithstanding any other provision hereof, the use of the Arena for Licensee Events must be reasonably related to the primary business of the Licensee, i.e. basketball entertainment, and, unless Licensee pays the standard, published rates of the City chargeable to all other third parties, no Licensee Event may be scheduled which shall be, in the sole reasonable discretion of the City, in competition with the normal operations of the GICC or the City unless otherwise approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that it is understood and agreed that pre-game and post-game concerts, basketball camps, season ticketholder events, team meet-and-greets and other basketball entertainment events are deemed to not compete with the normal operations of the GICC or the City.

B. Set-up for Licensee Events. On the day of each Home Game and, to the extent applicable, each Other Licensee Event for which such configuration is requested by Licensee, the City shall set-up, or cause to be set-up, the Arena in basketball configuration, including all facilities, systems and equipment then necessary for the performance of such Home Game and, to the extent applicable, Other Licensee Event, to satisfy the Operating Standards (as defined in Section 5.C.), including the basketball court, the Team and visiting team chairs, scorer's table and any extensions attached thereto (including courtside LED display), basketball stanchions, backboards and hoops, complete and effective lighting system and audio and visual communication systems, including scoreboards, loudspeaker systems, public address systems, timers, clocks, courtside video monitors as may be customary for League games or otherwise required by League Rules, set-up for customary transmission equipment, antennas and signs (other than signs that constitute Basketball Inventory (as defined in Section 8.A.) that are set-up before,

and taken down after, each Home Game and/or Other Licensee Event, as applicable), within the Arena (collectively, the "Basketball Configuration"). The Basketball Configuration shall be available and operational at least six (6) hours before the scheduled start of each Home Game, and shall continue throughout each Home Game at the Arena and, to the extent applicable, Other Licensee Event, after which time the City shall tear-down such facilities (unless the immediately succeeding Event is a Home Game or applicable Other Licensee Event, in which case the parties may reasonably determine to not tear-down such facilities); provided, however, that Licensee and the City shall cooperate with each other in good faith if either party reasonably requests any variation from such timing with respect to any individual Licensee Event.

The City will also provide one-time labor or other costs associated with establishing permanent sufficient power supply to the area beneath or adjacent to the location of the scorer's table in the Arena. The City shall ensure that staffing levels for the set-up, execution and take down of Licensee Events are at all times in accordance with the Operating Standards (as defined in Section 5.C.).

C. Exclusive Use on Licensee Event Days. During Licensee Events the City shall provide Licensee with use of all portions of the Arena as and when reasonably necessary to carry out the Intended Purpose during the Term, including, but not limited to, exclusive (other than with respect to the food and beverage concessions areas and shared office space) use of the Arena with respect to any Licensee Event, from 7:00 a.m. on the date of such Licensee Event to the later of 11:59 p.m. on the date of such Licensee Event and, if such Licensee Event is a Home Game or an Atlanta Hawks pre-season game (a "Hawks Game"), three (3) hours after the conclusion of a Home Game or Hawks Game if it ends after 10:00 p.m. (the "Exclusive Use Period"); provided, that the City may exclusively use a portion of the Arena office space until three (3) hours immediately prior to the doors opening to the public for a given Licensee Event to the extent that the City's use of such portion of such office space does not impede or otherwise negatively affect Licensee's use of the Arena or any portion thereof; provided, further that the City provides Licensee exclusive use of the Arena prior to 7:00 a.m. for a Licensee Event if Licensee requests such access at least 48 hours in advance and there is not a conflicting event at the Arena during such time. Except as otherwise provided in this Section 1.C., Licensee shall have uninterrupted exclusive (other than employees of the City) access to and from the Arena, including ingress and egress, during the Exclusive Use Period; provided, further, that Licensee and the City shall cooperate with each other in good faith if either party reasonably requests any variation from such timing with respect to any individual Licensee Event. Subject to Sections 15 and 16, the City retains the right to use and/or license the use of the Arena during times other than the Exclusive Use Period.

D. Additional Exclusivity. Except with the prior written consent of Licensee with respect to clauses (i) and (ii) below (which consent may be withheld or conditioned in its sole discretion) or as otherwise set forth in this Section 1.D., at no time during the Term shall the City use, or permit any other third party to use, the Arena (or any part thereof): (i) for any regular season or post-season basketball game involving any male or mixed gender professional basketball team of any male or mixed gender professional basketball league, including the presentation of family basketball shows (by way of example the Harlem Globetrotters and "And1 Mixtape Tour", or (ii) in violation of applicable laws.

**2.** **Team**. Licensee has been granted the right to own and operate the Team pursuant to an Ownership and Operation Agreement with the NBADL (the "Ownership and Operation Agreement"). Subject to League Rules, Licensee agrees to cause the Team to play at least eighty percent (80%) of its regular season Home Games at the Arena during the Term; provided, that Licensee shall not be required to cause the Team to play the following Home Games at the Arena: (i) any pre-season Home Games scheduled by Licensee or the League, and post-season Home Games scheduled by the League to be played at an alternate, neutral venue; (ii) any Home Games scheduled for dates on which the Arena is not suitable for presentation, exhibition, playing or viewing of such Home Game, including, without limitation (in addition to, and in no way limiting, any other remedies available to Licensee hereunder), due to an Alternate Site Condition, Event of Force Majeure and/or Condemnation Action and (iii) any Home Games scheduled for dates on which the Arena is not available to Licensee due to a scheduling conflict with the City (in addition to, and in no way limiting, all other remedies available to Licensee hereunder). For the avoidance of doubt, the Base Fee prescribed in Section 4.A. shall remain due and payable for any scheduled Licensee Event that is cancelled by Licensee within thirty (30) days prior to such Licensee Event unless such cancellation is due to the circumstances described in clauses (ii) or (iii) above.

**3.** **Term**.

A. Subject to Sections 3.F and 3.G, the "Term" shall commence on the Effective Date and, unless terminated earlier in accordance with the terms herein, shall expire on July 31, 2029 (the "Expiration Date").

B. This Agreement may be terminated by Licensee without penalty if the Arena's configuration or seating capacity is materially changed to the detriment of Licensee.

C. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties set forth in this Agreement shall not be binding until the NBADL provides approval of this Agreement and the terms and conditions of this Agreement. The NBADL has approved the current terms of this Agreement as of the date hereof.

D. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties set forth in this Agreement shall not be binding and the terms and conditions of this Agreement shall be null and void if this Agreement has not been executed by the parties within ninety (90) days after approval by the City Council of the City.

**4.** **Compensation; Revenue**.

A. Base Fee.

1. Licensee shall pay the City a "Base Fee" per Licensee Event held in the Arena of $5,000 per Licensee Event; provided, however, that Licensee may only utilize this Base Fee for 25 Licensee Events per calendar year. Thereafter, notwithstanding any other provision of this Agreement, for any additional Licensee Event, unless otherwise agreed to by the parties, Licensee shall pay the standard, published rates of the City chargeable to all other third parties. All payments of Base Fees shall be paid in accordance with Section 13 below.

2. Services for Home Games to be provided by, or caused to be provided by, the City, that are included in the Base Fee include one (1) audio visual personnel for assistance in tech booth, changeover costs, cleaning, basic Internet service, security at and in the areas immediately surrounding the Facility, ticket takers, ushers, and utilities. Arena staffing of the foregoing services shall commence at least two (2) hours prior to doors open for each Home Game and continue through two (2) hours after the conclusion of each Home Game. Licensee may host pre/post-Home Game activities (with approval of the City not to be unreasonably withheld, conditioned or delayed), but Licensee must manage crowds and Home Game day activities in a safe and reasonable manner with Licensee staff and/or volunteers to the extent such Home Game day activities are outside the hours set forth above in this Section 4.A.2. In the event the City, at its reasonable discretion, deems the need for additional staffing for crowd management for Home Game day activities outside the hours set forth above in this Section 4.A.2, the City will advise Licensee in advance and provide staff to assist Licensee with managing Home Game day activities. Licensee will bear the incremental cost of such additional staff. Licensee shall reimburse the City for documented additional charges due and payable by the City related to any pre or post Home Game concerts or promotional events held by Licensee that create staffing or out-of-pocket expenses above and beyond the costs covered by the Base Fee as set forth herein.

B. Additional Fees.

1. Facility Fee. A one dollar and fifty cents ($1.50) facility fee will be charged on all paid tickets for Licensee for Home Games and Other Licensee Events (other than Hawks Games) and a Two Dollar ($2.00) facility fee will be charged on all paid tickets for Hawks Games held at the Arena (all such fees, the "Facility Fees"), except that:

a. No Facility Fees or any other ticketing fees will be charged to Licensee and/or any ticketholder (and any ticketholder and/or Licensee will be reimbursed, as applicable) for any paid tickets (including all paid Suite tickets) for Licensee Events to the extent the ticket price is refunded to the holder of such paid ticket.

b. No Facility Fees will be charged to Licensee and/or any ticketholder (and any ticketholder and/or Licensee will be reimbursed, as applicable) for any Other Licensee Events that (i) are free to the public or (ii) require paid admission, but for which the net proceeds will be donated by Licensee to a non-profit organization.

c. No Facility Fees shall be charged on any "complimentary tickets," which for all purposes in this Agreement is defined as a ticket that is sold or distributed for a price of three dollars ($3.00) or less.

d. For avoidance of doubt, no Facility Fees or any other ticketing fees will be charged to Licensee and/or any ticketholder (and any ticketholder and/or Licensee will be reimbursed, as applicable) for (i) any complimentary tickets to Licensee Events as set forth in Section 7.J and/or (ii) any other complimentary tickets the City may receive for Licensee Events.

Regardless of the number of tickets actually sold for any Licensee Event and the amount of Facility Fees actually collected with respect to such tickets, Licensee shall pay to the City a minimum of

two thousand dollars ($2,000) and a maximum of five thousand dollars ($5,000) of Facility Fees for each Licensee Event through July 31, 2024 and a maximum of five thousand one hundred fifty dollars ($5,150) of Facility Fees for each Licensee Event from August 1, 2024 through the Expiration Date. Licensee shall retain any Facility Fees collected for any Licensee Event in excess of the applicable maximum Facilities Fees pursuant to the preceding sentence.

e. Fees for Other Licensee Events. With respect to Other Licensee Events (other than Atlanta Hawks pre-season basketball games), Licensee shall reimburse the City for reasonable and documented incremental staffing or out-of-pocket expenses (e.g., costs related to security, box office ticket sellers, ticket takers, and ushers retained for the Other Licensee Event) due and payable by the City directly related to Other Licensee Events, but, for avoidance of doubt, not including Overhead Costs. For the purposes of this agreement, "Overhead Costs" shall mean all overhead costs relating to the City's operations, including the operation, management and ownership of the Facility, including equipment maintenance costs, utilities, insurance premiums, general, administrative, supervisory and facilities expenses, including allocated personnel (except as enumerated in the preceding sentence), general building operating costs and depreciation and repairs and maintenance. Arena staffing of the foregoing services shall commence at least two (2) hours prior to doors open for each Other Licensee Event and continue through two (2) hours after the conclusion of the official event program for each Other Licensee Event; provided, however, that Licensee and the City shall cooperate with each other in good faith if either party reasonably requests any variation from such timing with respect to any individual Other Licensee Event.

Other than as set forth in this Section 4.B. and in Section 16.A., there are no additional fees to be charged to Licensee for license and use of the Arena for Licensee Events other than the Base Fee.

C. Revenue.

1. Licensee Revenue. Subject to its responsibility to pay all of its expenses related thereto, Licensee shall have the right to receive and retain all revenues, fees and other amounts relating to (i) ticket sales for Licensee Events at the Facility by Licensee and the Hawks Pre-Season Games (including but not limited to ticket revenue, ticketing convenience charges, credit card charges, and third party ticketing commissions), other than the Facility Fees, (ii) sponsorships, sold with respect to the Team and related in any way to Licensee Events, including but not limited to rights to receive 100% of the proceeds resulting from the sale of naming rights for the basketball court pursuant to Section 8.D., only, at the Facility, indoor Arena advertising during Licensee Events, and sponsorships sold by Licensee on any outdoor digital marquis at the Facility, including the digital signage existing on the main GICC signage on Camp Creek Parkway as of the Effective Date hereof (the "Existing Marquis"), for the day of each Licensee Event, it being understood and agreed that the City shall allow Licensee to sell sponsorship time on the Existing Marquis, and any other marquis to be constructed at the Arena, which sponsorships will receive no less prominent display (with respect to duration and frequency) as sponsorships sold by the City; (iii) merchandise sales by Licensee; and (iv) programs and novelties; provided, however, that sales of sponsorships shall be subject to the limitations set forth in Section 8.

2. City Revenue. The City shall be entitled to retain one hundred percent (100%) of the revenues generated by food and beverage concession sales during Company Events and the Hawks Pre-Season Games and 100% of any Facility-only naming rights agreement, provided that no such Facility-only naming rights agreement shall include any exclusivities or restrictions that limit Licensee in its sponsorship sales. The parties acknowledge and agree that Licensee may sell one sponsorship, and only one sponsorship, for any given period that would prohibit or restrict the City from selling sponsorships inside the Arena with respect to Home Games and any Atlanta Hawks pre-season basketball games at the Arena to competitors of such original sponsor (the "Exclusive Sponsorship"). The parties will work together in good faith such that all other sponsorships sold by either party with respect to the Facility will not undermine sponsorships sold by the other party.

D. Parking. The City shall provide Licensee with 175 free parking spaces at a secured, gated parking lot adjacent to or a part of the Facility no more than 100 feet from the Facility (the "Licensee Parking Spaces"). The City shall be entitled to all parking revenue at the Facility and the entire GICC site with respect to Licensee Events, excluding any and all revenues Licensee receives from Licensee Parking Spaces. The City shall operate all parking lots at its own cost; provided however, Licensee shall be responsible for all costs related to its remarketing of Licensee Parking Spaces. Licensee shall have approval rights over parking prices to be charged to Arena patrons with respect to Licensee Events if such prices are in excess of $10.00 for self-parking or $15.00 for valet parking; provided, however, that such approval may not be unreasonably withheld, conditioned or delayed and the pricing must take into consideration the price of tickets to the Licensee Event as well as parking prices charged at similarly situated facilities for sports and entertainment events.

**5. Facility Construction and Arena Standards.**

A. Construction. The City shall, at its cost and expense, cause the development and construction of the Facility such that construction will be completed and a certificate of occupancy has been issued for the Arena by October 11, 2019. Licensee will use commercially reasonable efforts to coordinate the scheduling of the Team's first Home Game of the 2019-2020 League season and the completion of the Arena. The City represents and warrants that the Site is zoned for the uses contemplated by the Facility. The City shall provide Licensee with the opportunity to review and comment on the Project Plans at least thirty (30) days prior to finalization of the Project Plans; provided, however, that Licensee acknowledges and agrees that the City shall have final approval over the Project Plans. The term "Project Plans" means individually and collectively, the concept drawings, schematic drawings, design development drawings and detailed working drawings and specifications for the Facility prepared by the architect chosen by the City for the Facility.

B. League Rules. The City agrees to comply with League Rules and that the Facility shall comply with all League Rules for construction and equipment as existing on the date of this Agreement. If the League Rules for construction and equipment change after the date of this Agreement, Licensee shall be responsible for any incremental increase in the cost of construction or operation of the Facility resulting from such required modifications. "League Rules" means (a) all present and future rules, regulations, policies, memoranda, resolutions and directives of the League (including, but not limited to, the League Operations Manual), (b) any

agreements or arrangements to which the Team or Licensee is (or after the Effective Date may become) subject or by which it or its assets are (or after the Effective Date may become) bound with, or in favor of, the League (including, but not limited to, the Ownership and Operation Agreement (as defined below)), and (c) any agreements and arrangements to which the League teams generally or the League, or its respective affiliates are (or after the Effective Date may become) subject or to which they or their assets are (or after the Effective Date may become) bound, in each case as they may be adopted, or amended or supplemented from time to time. The City shall be responsible for any costs necessary to ensure that the Facility complies with the League Rules as the League Rules exist on the Effective Date. Independent of the obligations of League Rules, the City will maintain the Facility in accordance with the Maintenance and Repair Standard (as defined below).

C. Operating Standards. The City shall, or shall cause a third party to, at its sole cost and expense, manage and operate the Arena in a professional manner and at a level of quality and consistency necessary to provide an attendee experience for all Licensee Events consistent with that provided by Comparable Facilities, including: (i) sufficient on-site, uniformed security in accordance with industry standards for customer safety in and around the Arena, (ii) trained box office staff (other than Licensee-provided game day box office staff), ticketing and ushering staff that provides cordial ticketing and ushering services as necessary to accommodate efficient patron seating and other related services, (iii) high standards of cleanliness in all Arena facilities open to patrons supported by regular, prompt and quality janitorial and housekeeping staff, (iv) police, traffic management, fire, paramedic, hazardous materials response teams, and other governmental and/or municipal services and (v) clean, efficient and well-staffed concessions operations appropriate to provide adequate supplies and services to patrons in a first class, professional, businesslike and efficient manner and otherwise meeting the requirements of the applicable Concessionaire Agreement. In furtherance of the foregoing, the parties shall cooperate with each other to ensure that due consideration is given to mutual customer service goals for Licensee Event attendees and Licensee's requests concerning staffing and customer service matters with respect to Licensee Events. The parties shall consult with each other regarding the determination of security measures and the exclusion or ejection of individuals or items in the interest of safety or security with respect to Licensee Events. The obligations set forth in this Section 5.C. shall be referred to hereinafter as the "Operating Standards".

For purposes of this Agreement, "Comparable Facilities", with respect to Operating Standards and Maintenance and Repair Standards, shall mean arenas in North America that serve as home arenas for teams in the League that are reasonably identified by Licensee at least 120 days prior to the then-upcoming League Season; provided, however, that in determining compliance with any "Comparable Facilities" standard or requirement set forth in this Agreement such arenas shall be looked at together and no one arena nor any individual system or component at any such arena shall be looked at alone. Notwithstanding anything to the contrary contained herein, Licensee agrees to bear the expense of substantially increased operating costs incurred by the City in order to comply with changes in League Rules.

D. Maintenance and Repair Standard. The City, at its cost and expense, shall timely make and undertake all maintenance and repairs at the Arena at a level such that the Arena (i) is in condition ready for all Licensee Events consistent with Comparable Facilities, (ii) and complies with all applicable laws (the "Maintenance and Repair Standard"). In furtherance of the

foregoing, the City shall operate and maintain in good, clean order, condition and repair the Arena, including its fixtures, machinery, equipment, improvements and all other components (including all utilities and hookups set forth herein), so that the Arena satisfies the Maintenance and Repair Standard. In connection with the foregoing, the City shall be responsible for garbage removal from the Arena. None of the facilities or equipment required for Licensee Events shall be eliminated (in whole or in substantial part) without Licensee's prior written consent, other than replacing damaged or obsolete furniture, fixtures, machinery or equipment. The City shall provide adequately trained janitorial, pest control, maintenance and support staff to perform the City's maintenance obligations. If and to the extent Licensee wishes to further enhance elements of the Arena beyond the Maintenance and Repair Standard, Licensee will be responsible for any additional labor or other costs associated with such elements, including expenses as set forth in the then existing labor union agreement.

E. Utilities. Subject to Section 16.A., the City shall, at its sole cost and expense, furnish sufficient water, sewer, natural gas, heat, air-conditioning, electric (including interior and exterior lighting), telephone, internet connection, and other utilities and hookups as are necessary to operate the Arena for the Intended Purpose. The electricity for the Arena shall at all times be sufficient, in Licensee's reasonable judgment, to permit Licensee to fully enjoy all of the Intended Purpose under this Agreement and with the degree of illumination required for color telecasting and other media broadcast of the Licensee Events in accordance with League Rules.

F. Capital Expenditures. The City shall be responsible for and, at its sole cost and expense shall timely make, all capital expenditures to the Arena (the "Capital Expenditures") required to be made to the Arena or the furniture, fixtures, machinery or equipment located therein in order to meet the Maintenance and Repair Standard. The City shall (a) undertake such Capital Expenditures with reasonable efforts and (b) perform such work at times and in a manner that, to the extent reasonable under the circumstances, minimizes interference with Licensee's use, occupancy and possession of the Arena. In the case of an Emergency (as defined below), Licensee shall notify the City of such Emergency and the City shall take whatever steps are necessary to alleviate the Emergency. "Emergency" means any condition or situation that presents an imminent and significant threat (or if not immediately acted upon will present an imminent and significant threat) to the health or safety of users of the Arena or to the structural integrity of the Arena.

G. Licensee acknowledges the playing surface to be provided by the City will require painting and surface applications to League Rules at Licensee's cost.

H. Licensee shall be entitled to submit a list of requested Capital Expenditures that it desires the City to make each year in the Term and the City shall consider such requests in good faith.

**6. Scheduled Dates**. During the Term, the parties shall schedule Home Games in accordance with the following:

A. Regular Season Home Games. By March 15 of each calendar year during the Term, the City will provide Licensee with a minimum of fifty (50) dates (subject to adjustment in accordance with Section 6.C.) for the upcoming League season on which the Arena will be available for regular season Home Games as follows:

B. A minimum of twenty-two (22) such dates shall fall on Friday or Saturday nights during the applicable League season, excluding Christmas Eve and Christmas Day and NBA All-Star Weekend, as follows:

C. A minimum of two (2) Friday or Saturday nights in November of each League season during the Term.

D. A minimum of four (4) Friday or Saturday nights in December of each League season during the Term.

E. A minimum of four (4) Friday or Saturday nights in January of each League season during the Term.

F. A minimum of four (4) Friday or Saturday nights in February of each League season during the Term.

G. A minimum of four (4) Friday or Saturday Nights in March of each League season during the Term.

H. The maximum number of Friday or Saturday nights to be provided in any one month of each League season during the Term is six (6).

I. The total number of Friday or Saturday nights to be provided by the City between January 2nd, and the conclusion of the applicable League regular season is sixteen (16).

J. A minimum of fifteen (15) weekday (i.e., Monday through Thursday) dates during the applicable League season, excluding Christmas Eve and Christmas Day and NBA All-Star Weekend, at least twelve (12) of which shall not be consecutive to other submitted dates (for example, adjacent Tuesday/Wednesday dates would count as 1 non-adjacent weekday date).

K. Following March 15 of each year during the Term, but prior to release of the League schedule for the applicable League season, and subject to League approval in each instance, should the City require the use of one or more of Licensee protected dates set forth in Section 6.A.1, the City will notify Team as soon as reasonably practicable in advance of such Licensee Event, and provide a like date(s) as a replacement. For example, if the City needed to 'take back' a Saturday, then the City would provide Licensee with a 'new' Saturday during the same time period as a replacement date and subject to the same parameters set forth in Section 6.A.1. With the approval of Licensee and the League, the City may exchange a Saturday for a Friday and Friday for a Saturday should the need arise; provided, however, that such approval by Licensee may not be unreasonably withheld, conditioned or delayed.

1. Dates not needed by Licensee for the upcoming League season as of the later of (a) August 30 of the applicable calendar year and (b) the date on which the League schedule is released for the upcoming League season will be returned to the City. If League delays release of the schedule until after August 30, Licensee shall use reasonable best efforts to cause the League to "release" any held dates to the City (to the extent no longer needed by the League) by August 30 of the applicable calendar year with respect to the upcoming League season;

provided, however, that any such determination to release dates shall be in the sole discretion of the League.

2. Licensee shall use reasonable best efforts to cause the League to identify all neutral site Home Games for the upcoming League season at the time the schedule for such League season is released; provided, however, that any such determination to release dates shall be in the sole discretion of the League.

L. Post-Season Home Games. In addition to the fifty (50) dates for regular season Home Games set forth in Section 6.A.1, the City will also reserve eight (8) evenly-distributed dates for post-season Home Games on dates that fall during the period commencing on the date that is three (3) days after the end of the regular season for the then-current League season and the last day of the post-season for then-current League season. Such dates for post-season Home Games shall be reserved by the City on or before February 1st of the then-current League season. Licensee agrees to provide proposed dates for post-season Home Games to the League. Licensee shall notify the City as soon as practicable if Licensee shall require use of the Arena for any post-season Home Game occurring after the completion of the regular season of any League season. Upon its elimination from playoff contention, Licensee shall immediately release any dates previously held for post-season Home Games to the City.

M. Adjustments to League Schedule. The parties acknowledge that the rights and obligations set forth in this Section 6 are based on a given League regular season beginning on or around November 10 of a given calendar year and ending on or around April 2 of the following calendar year and the League post-season beginning on or around April 5 of such following calendar year and ending on or around April 25 of such following calendar year. The City acknowledges that the length of each League season (including the post-season) may be changed (e.g., the number of games played in the League season may be increased and/or the number of calendar days in a given League season may be increased but not including a Season that has already been scheduled) at the discretion of the League during the Term. If during the Term, a change in the length of the League season necessitates a change in the number or timing of distribution of dates Licensee needs to schedule Home Games, subject to this Section 6.C., the City agrees to change the number and timing of available dates provided to Licensee pursuant to this Section 6 commensurate with such change in the League season. By way of example only, (i) if the number of regular season Home Games played in a given League season increases from twenty-five (25) regular season Home Games to thirty (30) regular season Home Games, the City shall provide Licensee with sixty (60) dates on which the Arena will be available for regular season Home Games and (ii) if the League season increased from eight (8) potential post-season Home Games to twelve (12) post-season Home Games, the City shall provide Licensee with twelve (12) evenly distributed dates on which the Arena will be available for post-season Home Games. Notwithstanding the foregoing, the minimum number of Friday and Saturday dates on which the City is obligated to make the Arena available to Licensee for regular season Home Games during a given League season shall be increased only to the extent that the number of calendar days by which the regular season and/or post-season of such League season, as applicable, is increased and then only by an amount commensurate with and proportional to the number of calendar days by which the applicable League regular season and/or post-season, as applicable, is increased (e.g., if the final date of the League regular season is changed from on or around April 2 to on or around April 17 then the City shall use best efforts, and subject to the Facility event calendar and existing

commitments, make available only a minimum of two (2) additional Friday or Saturday nights for Home Games during such League season).

N. Pre-Season Home Games. If Licensee shall require additional dates during the Term to play pre-season Home Games, the parties will work together with the League in good faith to determine dates for such Home Games.

O. Other Licensee Events. At any time during each calendar year during the Term, Licensee may submit a request for dates to host Other Licensee Events. The City shall then provide a list of available dates in response to Licensee's request within fifteen (15) days of such request. The City shall exercise best efforts to schedule Licensee's preferred dates for Other Licensee Events, but cannot guarantee any or all requests by Licensee to reserve dates to host Other Licensee Events. For example, if the City is unable to satisfy Licensee's request for a Sunday date, then the City would provide Licensee with a 'new' Sunday date during the same time period as a replacement date, subject to the Facility event calendar and subject to availability of same.

P. Other Events. Licensee acknowledges that the Arena is home to other events that occur during the League seasons during the Term. The City may allow Arena events other than Licensee Events ("Other Events" and together with Licensee Events, "Events") to use the basketball court within the Arena for such events, subject to the City bearing all costs for refurbishment or repair necessary to restore the court to Maintenance and Repair Standard and subject to the exclusivity rights provided by the City to Licensee under this Agreement (including as set forth in Sections 1.C., 1.D., 15 and 16).

Q. Licensee's Priority. Licensee shall receive scheduling preference over all other sports teams that use the Arena to play home games (if any) during the Term.

## 7. Box Office, Settlement Statements, Services, and Fees.

A. In General. Except as expressly set forth herein, Licensee shall have the exclusive right, in its sole discretion, to market, promote, sell, control and determine the purchase price and other terms for, and contract with respect to, all tickets to Licensee Events and to control the seating assignments in the Arena for Licensee Events, including, subject to Sections 7.I.3. and 7.J., to determine the number and location of complimentary and/or discounted tickets to Licensee Events.

B. Ticket Records. The City shall maintain, at its expense, the hardware and software for an access control system acceptable to Licensee that is compatible with Licensee's then-current ticketing system software. The City shall retain for audit purposes all electronic or other records of admitted patrons collected during each year during the Term. Electronic or other records of admitted patrons to the Arena shall be kept by the City in accordance with its document retention policy (or if no such policy exists, for a period of at least one hundred eighty (180) days following the end of the year during the Term to which they pertain).

C. On-Site Single Game and Other Licensee Event Ticket Sales. The City shall perform all duties normally associated with the Arena box office function for the on-site sale of single game tickets to Home Games and on-site sale of single event tickets to Other Licensee

Events. Such activities shall include the sale of single game tickets to Home Games and single event tickets to Other Licensee Events, accounting procedures associated with Licensee Events and the Settlement Statement (as defined in Section 13). The City agrees to make the Arena box office open to the public for the purchase and distribution of Licensee Event tickets (i) subject to clauses (ii) and (iii) of this Section 7.C., during normal business hours on business days and Saturdays throughout the League season, at the City's cost, (ii) on all days of a Home Game for the same time period as for all Other Events (i.e., starting at 10 a.m. for Home Games beginning before 3 p.m. and 12 p.m. for Home Games beginning after 3 p.m.) but in any event in accordance with Section 4.A.2 and (iii) at Licensee's request, on all days of an Other Licensee Event in accordance with Section 4.B.2. Except as provided herein and in Section 4, no fees shall be charged to Licensee for these functions (including with respect to salaries owed to Arena box office personnel, subject to Section 9). On all days of a Home Game or the day of another Licensee Event, the City shall staff the box office with one person. The cost of any additional staff members requested by the Licensee shall be reimbursed by the Licensee to the City. Any revenue that the City collects with respect to the sale of tickets to Licensee Events as a result of the City's control and direction of the Arena box office shall be paid to Licensee on a weekly basis. Licensee shall reimburse City for all expense related to credit card charges incurred as a result of City selling tickets to Licensee Events. The services provided by the City with respect to the operation of the Arena box office shall comply with the Operating Standards. The City shall use Licensee's then-current ticketing system for the sale of Single Game Tickets and Other Licensee Event Ticket Sales. Licensee will provide City with user account access for City box office staff so that City can access such Licensee ticketing system at the Arena or remotely. On days of Home Games or Other Licensee Events, Licensee shall be permitted to provide its own supplemental Arena box office staff to sell and manage tickets.

D. Season Ticket and Group Ticket Sales. The City may sell group tickets to Licensee Events and season tickets to Home Games, however, all ticket printing, handling, and distribution of all such season and group tickets shall be facilitated through the Licensee's ticketing system. The City shall, at Licensee's expense, be provided with one (1) ticketing printer for the purpose of selling and issuing such season tickets and group tickets in the Arena box office. The sale and issuance by the City of such season and group tickets shall be coordinated with the Licensee so as to allow for proper order handling and accounting.

E. Neither the City nor Licensee guarantees or represents that a minimum number of tickets will be sold to a given Licensee Event.

F. The City will use all commercially reasonable efforts to cause any manager of the Arena (a "Manager") to reasonably cooperate with Licensee so that information on Arena patrons of Licensee contained in Arena's customer relationship management system is imported into Licensee's customer relationship management system in a mutually agreeable format as is reasonable from time to time during the Term.

G. Floor Seating. The City will provide Licensee with courtside seats, including tables, risers, and seating.

H. Seat Licensing. The City shall not, without Licensee's prior written consent, institute a recurring and annual club seating membership or license program for all Events that includes Licensee Events.

I. Suites. The City and Licensee acknowledge and agree that, as of the Effective Date, the parties expect the Arena to contain four (4) permanent suites, consisting of two (2) "party" suites and two (2) standard suites, which suites shall be in addition to the 3,500 seating capacity, as part of its seating and ticketing options (the "Suites"). In the event the Arena contains such Suites, the following shall apply:

1. The City shall be entitled to occupy two (2) Suites, consisting of one (1) party Suite and one (1) standard Suite, for its own use for each Licensee Event (the "City Suites") and Licensee shall be entitled to use or sell tickets to Licensee Events, subject to the Facility Fee, for each Suite other than the two (2) City Suites. In no event shall the City sell or license the use of any City Suite or any tickets to any City Suite for any Licensee Event. Unless otherwise mutually agreed to by the parties in writing and in advance of sale (annual license or single Licensee Event), all Suite pricing for Licensee Events shall include such number of individual tickets as may be issued for each applicable Suite, taking into account the reasonable and appropriate capacity of each such Suite.

J. Complimentary Tickets.

1. Upon the City's timely request, Licensee will provide the City with up to fifty (50) complimentary tickets per Home Game for internal use (and which, for the avoidance of doubt, include the tickets allocable to the City Suites), provided, that, upon the reasonable request by the City, Licensee will provide up to an additional ten (10) complimentary tickets for any individual Home Game.

2. Complimentary tickets to Licensee Events as required by the League for Team players and coaching staff, visiting team players and coaching staff, League officials and League sponsors will not be subject to the Facility Fee or any other ticketing fees.

3. In addition to the complimentary tickets set forth in Section 7.J.2., Licensee is allotted up to five hundred (500) complimentary tickets per Licensee Event, which will not be subject to the Facility Fee or any other ticketing fees.

4. Licensee shall make a certain number of unsold tickets for each Home Game available for distribution to various charitable organizations in the City and throughout the Atlanta MSA, at Licensee's sole discretion. Such tickets will not be subject to the Facility Fee or any other ticketing fees.

K. Taxes and Fees. Each of Licensee and the City agrees to collect the appropriate taxes on all tickets to Licensee Events sold by such party and will remit the same to the taxing authority; and to the extent either Licensee or the City has not collected and remitted taxes due, the other party may do so and account for it as a part of its Settlement Statements.

L. Municipal Fee Protection. Should any new taxes or charges not generally applicable to all classes of payers, including additional fees beyond the Facility Fee (other than

increases to current sales taxes of general applicability), be enacted by the City, Licensee will receive a rebate on its Base Fee consistent with any such new taxes or charges paid by Licensee during the Term or any renewals or extensions thereof.

M. Refunds. Licensee shall establish and operate any ticket refund program (the "Refund Program") at its discretion. Except as otherwise determined by Licensee, tickets to Licensee Events shall be refunded only pursuant to the Refund Program. Licensee shall provide the City with the reasonable opportunity to consult with Licensee prior to establishing the Refund Program.

N. Gameday Passes. During Licensee Events, the basketball court, the press and other designated media areas within the Arena shall be under the exclusive control of Licensee. Licensee may issue press and related passes for Licensee Events for all media, visiting team, performers (e.g., dance teams and halftime performers) and League personnel, including all persons engaged in the broadcasting and reproduction of any Licensee Event and those persons necessary for the installation and removal of broadcast and reproduction equipment, pursuant to the directions of Licensee from time to time. All such persons shall be entitled to gain access to all areas of the Arena that Licensee is authorized to use under this Agreement and shall have access to the Arena and all relevant portions thereof (at Licensee's discretion) for the six (6) hours immediately preceding a given Licensee Event.

**8. Advertising, Signage, and Sponsorships.**

A. Provided that, except for the Exclusive Sponsorship, no such agreement shall include any exclusivities or restrictions that limit the City in its sponsorship sales of the GICC, or those rights in the Facility retained by the City hereunder, Licensee shall have the right to enter into agreements, and receive, allocate, use and distribute (at its sole and absolute discretion) all revenues, with respect to all Team-related advertising, sponsorship and promotional inventory, including, without limitation, designation as official sponsor of the Team, advertising on Team or Licensee-controlled platforms, naming rights for the basketball court at the Arena (provided that such sponsorship shall not prevent the Arena name from being featured at the center of the basketball court) not including Center Court), hospitality offerings, use of Team-related intellectual property, Basketball Inventory (as defined below) and advertising (e.g., publications, digital and social media, commercials and promotional spots) in connection with the transmittal, broadcast, distribution and/or exhibition of Licensee Events via Multimedia Distribution (such inventory collectively, "Licensee Inventory"). "Basketball Inventory" shall include (a) temporary and/or moveable advertising, such as banners, signs, displays, curtains or audio or video messages at the Arena identifying Licensee, the Team and/or the sponsors of the Team to the extent they are visible and/or transmitted during the Exclusive Use Period, including in the following locations: the basketball court or courtside logos (except as noted in this Section 8), player benches, player chair backs, seat back coverings, courtside seating, basketball goal supports' padding, 24-second clock, ball racks, basketball goals and stanchions, press table, scorer's table and any extensions attached thereto (including rotational signage), other rotational courtside signage, Licensee, Team and trainer equipment and visiting team and trainer equipment, Team uniforms, the media areas, Licensee Event tickets issued by Licensee, ticket envelopes issued by Licensee, the video matrix on electronic scoreboards (including ribbon board digital content (except as noted in this Section 8) for display or distribution of video or audio messages during Licensee Events), programs and

printed material, blimps that operate inside of the Arena and all other marketing opportunities exploited by Licensee at the Arena (which opportunities may be created by Licensee's utilization of new technologies) and (b) advertising and other promotional activities conducted at the Arena during the Exclusive Use Period, including, promotional events or activities (including on the basketball court) sponsored by sponsors of the Team, the exhibition and promotion of products and services at the Arena (e.g., kiosks and special areas in the concourse), promotional or premium item giveaways and advertising relating to Licensee Events on any outdoor digital marquis at the Facility for the day of each Licensee Event. Specifically, except for the Exclusive Sponsorship as contemplated by Section 4.C.2, no such agreement entered into by Licensee shall limit the City's ability to license advertisement from an owner or tenant of one of the adjoining buildings in the Gateway development area.

B. Licensee shall have the right to sell Fixed Advertising in the Arena for display during Licensee Events and retain any revenue generated therefrom. "Fixed Advertising" is defined as signage (digital and static) and all other advertising at the Arena (other than Basketball Inventory) on display at the Arena on a fixed or consistent rotating basis across all such Events, including as located in (1) the seating bowl of the Arena ("Seating Bowl Fixed Advertising") and/or (2) the Arena concourse, provided that, except as contemplated by Section 8.I., no such Fixed Advertising agreement shall include any exclusivities or restrictions that limit the City in its sponsorship sales. Specifically, except for the Exclusive Sponsorship as contemplated by Section 4.C.2, no such fixed advertising agreement entered into by Licensee shall limit the city's ability to license advertisement from a tenant of one of its adjoining buildings in the Gateway development area. Subject to the foregoing, the City and Licensee agree to use reasonable efforts to avoid exhibiting conflicting digital signage programing in the same sponsorship category during Home Games. Fixed Advertising shall also include advertising on tickets to Licensee Events issued by the Arena box office and ticket envelopes issued by the Arena box office. Should the League require temporary signage that interferes with or obstructs current or future Fixed Advertising, Licensee and the City shall work together in good faith to accommodate such requirements. The parties agree to use commercially reasonable efforts to cooperate with each other with respect to fulfillment of its obligations pursuant to any agreements with respect to signage Inventory and/or Fixed Advertising. For avoidance of doubt, Fixed Advertising shall not include Décor (as defined below). "Décor" shall mean signage (digital and static) on display at the Arena for all Events that is intended to promote either the Team or a Licensee Event (not including Licensee Inventory). Décor shall be installed at the discretion of the City and, if approved by the City, may include incidental references to Team sponsors.

C. During Licensee Events, Licensee will advertise upcoming Events on the Arena scoreboard and ribbon board at its discretion. Scoreboard and ribbon board will be provided to Licensee.

D. City shall be entitled to retain 100% of any Facility-only naming rights agreement, provided that no such Facility-only naming rights agreement shall include any exclusivities or restrictions that limit Licensee in its sponsorship sales.

E. Licensee shall make mention of the full and complete Arena name as specified in the current (or future, as applicable) Facility naming rights agreement. Licensee shall submit to the City for its prior written approval all such uses of the Arena logos prior to

dissemination of any promotional materials, which approval shall not be unreasonably withheld, conditioned or delayed. Any approval once given shall be deemed to extend to the same or substantially similar future uses during the same basketball season.

F. The City and Licensee agree to work together in good faith to maximize sponsorship revenue by potentially packaging the sponsorship opportunities described in Sections 8.A through 8.D and 8.G.

G. To the extent feasible, Licensee and the City hereby agree to develop and establish on each of the Team's and the Arena's primary website, mobile application, social media platform or other digital platform one-step hyper-text links that are each graphically represented by prominently displayed icons that allow "one-click" direct access to the Internet sites of the Team or the Arena, as applicable. Licensee and the City also agree that each of the Team's and the Arena's primary website, mobile application, social media platform or other digital platform, if any, will provide textual and graphic information about the Team and upcoming Licensee Events. Nothing in this Section 8.G. shall prohibit Licensee or the City from creating and developing any website, mobile application, social media platform or other digital platform in addition to their individual primary sites, applications and platforms.

H. In furtherance of Section 8.A., but subject to Section 8.D., Licensee shall have the right to sell or license to others the right to display products, distribute product samples (other than food or beverages) and other otherwise promote their products and other advertising at display tables or portable stations and displays at and throughout the Arena during Licensee Events in connection with the promotion of products and services at the Arena. Licensee shall set up and take down all such product displays.

I. Notwithstanding anything herein to the contrary, the City and Licensee acknowledge and agree that Licensee may, at all times during the Term, have an Exclusive Sponsorship and that upon termination or expiration of any such Exclusive Sponsorship, Licensee may enter into a new Exclusive Sponsorship. The City and Licensee will work together in good faith such that all other sponsorships sold by either party with respect to the Facility will not undermine sponsorships sold by the other party.

**9. Marketing**. The City agrees to use commercially reasonable, good faith efforts to market, in such manner as it determines in its sole discretion, at its cost, Licensee Events on any outdoor digital marquis at the Facility, on any website, mobile application, social media platform or other digital platform relating to the Arena and on marketing collateral advertising any calendar of events to be held at the Arena.

**10. Broadcast Rights**. Licensee shall own the right to transmit, broadcast, distribute and/or exhibit Licensee Events via Multimedia Distribution ("Licensee Broadcast Rights") and all revenues derived therefrom and no fees shall be charged by the City to Licensee or its broadcast partners and their affiliates for Licensee Broadcast Rights. All costs associated with such Licensee Broadcast Rights shall be paid by Licensee, including union labor, internet connection (beyond basic internet provided by the City), hardware and software. "Multimedia Distribution" shall mean any and all forms, means or modalities of electronic or other tangible or non-tangible exhibition or transmission (whether now known or hereafter developed) of video, audio or audio/video

programming, including radio, over-the-air television, cable television, over-the-air pay television, multipoint and multichannel multipoint distribution system television, direct broadcast satellite television, satellite radio, subscription television, master antenna and satellite antenna television and lower power television, closed circuit television, Internet distribution and other interactive media.

**11.** **Novelties**. The City grants Licensee the right to sell Novelties (as defined below) in agreed upon locations within the Arena immediately prior to, during and immediately after Licensee Events. "Novelties" shall be: apparel, programs, equipment, goods, products, pay-for-play entertainment, souvenirs or other sports, Team, Atlanta Hawks, NBA, and/or League merchandise that is held for sale or sold at the Arena, whether sold from fixed, temporary or moveable locations, including shops, kiosks or by individual vendors circulating through the Arena, in each case, excluding concessions. Licensee receives one hundred percent (100%) of revenue derived from Novelties sales and is responsible for all staffing, sales taxes, payroll and payroll taxes associated with the Novelties sales operations. Licensee shall be responsible for the set up and take down of Novelty locations (subject to Sections 1.B. and 16); provided, that City personnel shall assist with furnishing house goods. Subject to the Operating Standards, the City shall not be responsible for the protection and/or destruction of any Novelties while such Novelties are available for sale unless the loss is due to negligent or intentional acts or omissions of the City or any Manager engaged by the City or the City's or such Manager's employees, representatives or agents. Notwithstanding any provision hereof, Licensee shall not knowingly engage, or knowingly allow its officers, agents, contractors, players, third-party vendors, or otherwise, to engage in any illegal gambling activities. Licensee shall not allow any gambling activities not directly related to its main business of basketball entertainment other than those typically conducted at basketball entertainment events, and in no event shall Class II or Class III gaming, as defined in 25 U.S.C. § 2703, be allowed; provided, however, that promoting or permitting participation in fantasy sports, including daily fantasy sports, games and awarding prizes in connection therewith, shall not be prohibited pursuant to this Section 11 unless such activities are or become illegal gambling activities under applicable federal or state law.

**12.** **Food and Beverage**.

A. Control. The City may provide or cause a third party concessionaire to provide food and beverage services at all Licensee Events. The City shall cause all food and beverage services at the Arena (including, without limitation, the kind and quality of food and beverages and the menu, name brands and pricing of food and beverage products) to be delivered at Licensee Events in compliance with any applicable concessionaire agreement and in an efficient manner in accordance with the Operating Standards. The City shall enforce the terms of any concessionaire agreement to the extent related to Licensee Events. If a concessionaire has breached any provision of a concessionaire agreement or a concessionaire asserts that the City has breached any provision of a concessionaire agreement, then the City shall provide Licensee with notice thereof as promptly as practicable. Prior to entering into, amending, supplementing, replacing, renewing or extending any concessionaire agreement, the City shall provide Licensee with reasonable advance notice of the negotiations related thereto to the extent such amendment, supplement, replacement, renewal or extension relates to Licensee Events. The City shall retain all food and beverage revenues for Licensee Events. Licensee covenants that, except as may otherwise have been approved in writing by the City, it will not provide, encourage or knowingly

allow any food or beverage service within the Arena not provided by the City other than in the locker rooms for Team personnel, opposing team personnel, game officials, and Licensee Event performers and their staff.

**13. Settlement Statement**. All payments of Base Fees and Facility Fees payable shall be due no later than the first business week of each month for Licensee Events from the previous month. On a monthly basis during the Term, the City shall provide Licensee with a proposed settlement of all income and expenses related to Licensee Events from the previous month throughout the Term in accordance with Sections 4, 7-9, 12 and this Section 13 together with all payments of Base Fees and Facility Fees made by Licensee during such month (a "Settlement Statement"), which the parties shall finalize, subject to their mutual agreement, within fourteen (14) days. Any payment made by a party pursuant to a Settlement Statement, after giving effect to payments of Base Fees and Facility Fees shall be made by the applicable party within seven (7) days of the parties' final approval of the applicable Settlement Statement. Any payment that is due and payable to a party pursuant to this Agreement (including pursuant to this Section 13) shall be made by way of check, draft, or wire transfer to such bank account(s) as may be designated in writing by such other party from time to time, or by such other means as such party may designate in writing or by check made payable to such party and delivered as instructed by such party. Each of the parties shall be entitled, within three (3) years after any Licensee Event, to question the sufficiency and accuracy of any Settlement Statement furnished by the other party and shall have the right from time to time at reasonable intervals to audit or examine at their own expense any of the books and records of the other party pertaining to such Licensee Events in accordance with Section 14.

**14. Records and Audits**.

A. The City Record Keeping. Except to the extent Licensee maintains such books and records pursuant to Section 14.B., the City shall maintain correct and complete books and records with respect to the operations of the Arena and keep such records for six (6) years after the fiscal year during the Term to which they pertain. Licensee, and its attorneys and accountants, shall be entitled to inspect such books and records maintained by the City of the Arena at the offices of the City at reasonable times during normal business hours upon not less than ten (10) days' prior written notice. At Licensee's expense, Licensee may annually, during the Term, conduct a review of the books and records of the Arena operations. If the audit or such a review reveals an overpayment or underpayment by Licensee with respect to a Settlement Statement, the City shall either pay or collect from Licensee the overpayment or the underpayment, as the case may be, within thirty (30) days after the reconciliation of such Settlement Statement, together with interest on the overpayment or underpayment at the annual prime lending rate, as the case may be, from the date of determination until the date of payment. In the event of a dispute between the parties with respect to the results of any such audit or review, the parties shall refer such dispute to a mutually agreed upon national independent accounting firm, and the parties shall cooperate with such accounting firm to enable such accounting firm to resolve the dispute as promptly as practicable.

B. Licensee's Record Keeping. Licensee shall maintain correct and complete books and records with respect to the calculation of all payments to be made by Licensee to the City hereunder and keep such records for six (6) years after the fiscal year during the Term to

which they pertain. The City and its attorneys and accountants shall be entitled to inspect such books and records maintained by Licensee at the offices of Licensee at reasonable times during normal business hours upon not less than ten (10) days' prior written notice. At the City's expense, the City may annually, during the Term, conduct a review of such calculations. If a review reveals an overpayment or underpayment with respect to a Settlement Statement, Licensee shall either pay or collect from the City the overpayment or the underpayment, as the case may be, within thirty (30) days after the reconciliation thereof, together with interest at the annual prime lending rate on the overpayment or underpayment, as the case may be, from the date of determination until the date of payment. In the event of a dispute between the parties with respect to the results of any such audit or review, the parties shall refer such dispute to a mutually agreed upon national independent accounting firm, and the parties shall cooperate with such accounting firm to enable such accounting firm to resolve the dispute as promptly as practicable.

C. Dispute Resolution. In the event of a dispute between the parties with respect to the results of any audit or review, the parties shall refer only the disputed matters set forth in Section 14.A. and 14.B. to a mutually agreed upon accounting firm (the "Accounting Firm"), and the parties shall cooperate with the Accounting Firm to enable it to resolve the dispute as promptly as practicable. The Accounting Firm shall address only those items in dispute and may not assign a value greater than the greatest value for such item claimed by either party or smaller than the smallest value for such item claimed by either party. In the absence of manifest error, the resolution of disputed items by the Accounting Firm shall constitute an arbitral award that is final, binding and non-appealable. The costs and expenses of the Accounting Firm incurred pursuant to this Section 14.C. shall be borne by Licensee, on the one hand, and the City, on the other hand, in proportion to the allocation by the Accounting Firm of the dollar amount of disputed matters, such that the prevailing party (or parties) pay a lesser proportion of such costs and expenses.

**15. Facilities**. The City shall provide or make available for use by Licensee the following portions of the Arena:

A. Locker Rooms. The City shall make available to Licensee for the Intended Purpose the use of one dedicated primary locker room area throughout each League season for exclusive use by Licensee on the date of each Licensee Event. The locker room for the Team shall consist of the basic facilities, including lockable lockers that can be secured and covered when not in use by the Team, a training room, player change room with locker accommodations, coaches' office/dressing room, showers, sinks, toilets, benches and laundry facilities. A second and third locker room for each of the visiting team and the Home Game officials, respectively, shall consist of the basic facilities, including, sinks, toilets, and benches sufficient for other needs. The City shall also provide locker room facilities as necessary for Licensee Event entertainers (e.g., cheerleaders and entertainers). Provided however, the City has no obligation to provide more than 4 locker rooms, which locker rooms shall be consistent with League Rules. Licensee shall be responsible for any special equipment, including, but not limited to, whirlpools, hot tubs, saunas, exercise equipment, and video monitoring/editing equipment.

B. Storage. Licensee shall have exclusive use of one (1) secured storage unit for Licensee's use located within reasonable proximity to the locker room facilities, which storage unit shall be large enough to accommodate the Team's equipment and related items, and will have

a minimum size of 500 square feet. Licensee shall provide, at its own expense, a lock for such storage unit. The City may, at its expense, relocate such storage unit within the Facility; provided that (i) such relocation shall be to a secure area, and (ii) the City shall reimburse Licensee for any damage to Licensee's property in connection with any such relocation.

**16. License of Space**.

A. Office License. The City and Licensee agree, as part of the Base Fee, the City will provide Licensee with the exclusive use of not less than 350 square feet of office space during and on the date of each Licensee Event in "as is" condition, located in a convenient location in the Arena, close to the locker room facilities. The City will, at its sole cost and expense, furnish sufficient water, sewer, natural gas, heat, air-conditioning, electric, telephone, internet and other necessary utilities, hookups and capacities to such office space. The City is responsible for all furniture, fixtures and equipment and decorating for such office space. In the event Licensee desires to use office space at the Facility on an exclusive, year-round basis, then Licensee shall notify the City and the City shall rent such office space to Licensee on an exclusive basis at $24 per square foot per year. The City shall not be obligated to lease all available office space to Licensee.

**17. Personnel**. Except as set forth in Sections 4.A.2. and 4.B.2., Licensee or the League shall provide, at no expense to the City, all basketball operations support personnel for each Licensee Event, including, but not limited to, referees, scorekeeper, timekeeper, and public address announcer, and any game operations or other specialty staff necessary for the presentation of Licensee Events (such as a spotlight operator). Licensee shall also provide at no expense to the City, for each Licensee Event a Team doctor or other medical assistance for the Team and its opponents, if required by Licensee or the League.

**18. Permits and Licenses**.

A. Permits. Licensee shall secure in advance of the 2019-2020 League season, and shall renew from time to time as required by law, all licenses, permits and approvals that may be required by ordinances, rules, regulations of governmental authorities in connection with the Team's use of the Arena to present Licensee Events. Notwithstanding the foregoing, the City shall, at its sole cost and expense, ensure that all necessary licenses and permits necessary for the sale of alcoholic beverages at the Arena are in place during each Licensee Event. If required by law, Licensee agrees to apply for and obtain a College Park occupational tax certificate for revenues generated in College Park.

B. Music Performance Licenses. Licensee is responsible for ASCAP/BMI/SESAC fees relating to Licensee Events as well as any broadcast streaming requirements for Licensee Events which are in addition to the basic internet feed provided by the City. Licensee agrees to make direct payment and accounting to ASCAP, BMI, SESAC and any other similar organizations for the use of musicians and/or musical works in the Home Games and, at the request of the City, shall provide evidence of such payment. Licensee agrees to indemnify the City for any claims arising from Licensee's use of musicians and/or musical works.

**19.** **Representations and Warranties**. Each party represents and warrants to the other party that, as of the Effective Date:

A. Organization. Such party is a municipal corporation or limited liability company, as applicable, duly organized and validly existing under the laws of its state of organization. Such party has all requisite power and authority to enter into this Agreement.

B. Authorization; No Violation. The execution, delivery and performance by such party of this Agreement have been duly authorized by all necessary action, will not violate the organizational documents of such party and will not result in the breach of, or constitute a default under, any material agreement to which such party is a party or by which such party or its material assets may be bound or affected. This Agreement has been duly executed and delivered by such party and constitute valid and binding obligations of such party.

C. No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which such party is a party or is otherwise subject.

D. Litigation. No suit is pending or, to the knowledge of such party, threatened against such party that could have a material adverse effect upon such party's performance under this Agreement or the financial condition or business of such party. There are no outstanding judgments against such party that would have a material adverse effect upon its assets, properties or franchises.

E. No Broker's Fees or Commissions. Such party has not incurred or created any liabilities or claims for broker's commissions or finder's fees in connection with the negotiation, execution or delivery of this Agreement.

F. Acknowledgment. The City acknowledges that Licensee has not made and is not making any representations, warranties or covenants of any nature whatsoever regarding the present or future performance of the Team, the identity or playing ability or availability for any given Home Game of any of the present or future players of the Team, attendance at Home Games of the Team or any other similar or related matters regarding the performance, operations or management of the Team.

**20.** **Covenants**. The City shall cause any Manager to abide by the terms of this Agreement to the extent it delegates any of its authority or obligations hereunder to such Manager. A complete and accurate copy of the management agreement with any such manager (a "Management Agreement") will be provided to Licensee. The City shall enforce the terms of any Management Agreement during the Term to the extent related to Licensee Events. If a Manager has breached any provision of a Management Agreement or a Manager asserts that the City has breached any provision of a Management Agreement, then the City shall provide Licensee with notice thereof as promptly as practicable. During the Term, in addition to the procedures set forth in Section 32.P, the City will provide prompt notice to Licensee of any entry into or any extension, renewal, replacement, amendment or supplement of any Management Agreement during the Term.

**21. Insurance.**

A. Licensee. Throughout the term of this Agreement, Licensee shall provide and maintain, at its expense, the following insurance with respect to Licensee's use of the Arena:

1. General Liability. Licensee shall obtain, at its own cost and expense, Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations, personal injury, property damage and bodily injury liability (including death). Said policy shall include the City (and its officers, officials (elected and appointed), agents and employees) as additional insureds with respect to any claims arising out of the negligence and operations of Licensee. The required policy shall be primary to and not contributory with any insurance coverage or self-insured program of the City or any of the other additional insureds. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the City (and its officers, officials (elected and appointed), agents and employees) pursuant to Section 22.

2. Auto Liability & Physical Damage. Auto Liability insurance covering liability arising out of Licensee's use, operation or maintenance of any auto, with limits not less than $1,000,000 each accident combined single limit for bodily injury and property damage; and Auto Physical Damage insurance providing coverage for Comprehensive and Collision losses related to Licensee's autos.

3. Workers' Compensation & Employer's Liability. Licensee shall maintain workers' compensation insurance covering all Licensee employees, with coverage and limits as required by statutory law in the State of Georgia. Said policy shall also include Employer's Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit.

4. Umbrella/Excess Liability. Umbrella and/or Excess Liability insurance with limits not less than $4,000,000 each occurrence and in the aggregate shall apply in excess of the primary Commercial General Liability, Automobile Liability and Employer's Liability policy limits.

5. Property Insurance. Licensee shall maintain Property insurance for physical loss, damage or destruction to Licensee's business personal property, including but not limited to furniture, fixtures, furnishings, equipment (including any special equipment such as)whirlpools, hot tubs, saunas, exercise equipment, and video monitoring/editing equipment., inventory and stock (including Novelties). Said policy shall be written on a replacement cost basis through an "all risk" special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage. Licensee's insurance coverage shall be primary with respect to damage to the Facility for which Licensee is liable pursuant to this Agreement.

6. Failure to Obtain Insurance. The City shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Arena until such certificates and other evidence that insurance has been obtained in compliance with this Agreement is received by the City. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the City, constitute a Licensee Default as provided in Section 24.A.1.

B. The City. Throughout the term of this Agreement, City shall provide and maintain, at its expense, the following insurance (or equivalent self-insurance) with respect to the City's operations, services and obligations under this Agreement, including but not limited to the maintenance and operation of the Arena:

1. Property Insurance. The City shall provide and maintain Property insurance on the Arena and related Facility(ies) for their full replacement cost. Said policy shall be written on an "all risk" special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage. Should the City elect to insure in an amount less than 100% of the full replacement value, or to self-insure any perils or deductibles, such absence of coverage will be entirely the responsibility of the City. The City hereby waives any and all claims of liability, Licensee, and its respective officers, directors, members, agents or employees, for any loss or damage to the Arena whether or not such loss or damage may have been caused by or resulted from the negligence of Licensee or its officers, directors, members, agents or employees to the extent such loss or damage is within the classification of perils covered by the type of property insurance the City is required to maintain by this Section 21.B.1., whether or not the City maintains such a policy.

2. Liability Insurance Provided by the City. The City shall provide and maintain General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations, personal injury, property damage and bodily injury liability (including death). Said policy shall also include coverage for premises liability against claims for bodily injuries, death or property damage occurring on, in, above or about the Arena and/or arising out of the City's operations and obligations under this Agreement, including without limitation, the operation and maintenance of the Arena, the Arena parking areas (garage keepers liability), food and beverage concessions (including liquor liability for the sale of alcohol) and security operations. Said policy shall be endorsed to include Licensee and the Licensee Parties as additional insureds. The City's policy shall be primary with respect to the City's operations and obligations pursuant to this Agreement. Insurance effected or procured by the City hereunder will not reduce or limit the City's contractual obligation to indemnify and defend the Licensee and Licensee Parties pursuant to Section 22.

3. Auto Liability & Physical Damage. Auto Liability insurance covering liability arising out of City's use, operation or maintenance of any auto, with limits not less than $1,000,000 each accident combined single limit for bodily injury and property damage; and Auto Physical Damage insurance providing coverage for Comprehensive and Collision losses related to City's autos.

4. Workers' Compensation & Employer's Liability. City shall maintain workers' compensation insurance covering its employees, and any borrowed, licensed or other person to whom such compensation may be payable by the City, with coverage and limits as required by statutory law in the State of Georgia. Said policy shall also include Employer's Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit.

5. Umbrella/Excess Liability. Umbrella and/or Excess Liability insurance with limits not less than $4,000,000 each occurrence and in the aggregate shall apply in excess of the primary Commercial General Liability, Liquor Liability, Garagekeepers Liability, Automobile Liability and Employer's Liability policy limits.

6. Other Insurance Requirements. The insurance required to be carried by the City pursuant to this Agreement may, at the City's option, be effected by blanket or umbrella policies issued to the City covering the Arena and other properties owned or leased by the City or affiliates thereof, provided such policies otherwise comply with the provisions of this Agreement. The City may maintain any other forms and types of insurance that the City shall deem reasonable in respect to its operation of the Arena. The City shall provide Licensee prompt written notice of any notice it receives of any cancellation, modification or renewal of any such insurance or program.

C. Additional Policy Requirements.

1. Waiver of Subrogation. Under the insurance policies to be maintained by Licensee and City pursuant to this Agreement, Licensee and City hereby agree to waive rights of subrogation against each other (including the respective Licensee Parties and City Parties), and each party further agrees that it will require its respective insurance carriers to likewise waive and relinquish such subrogation rights.

2. Insurers; Certificate and Other Requirements. All insurance policies required to be procured under this Agreement (including endorsements thereto) shall be underwritten by insurers qualified to do business in the State of Georgia that have an A.M. Best rating of "A-VIII" or better (or equivalent). Each party shall provide at least thirty (30) days prior written notice to the other Party if any insurance required hereunder is materially changed, reduced or cancelled.

3. Delivery of Evidence of Insurance. With respect to the insurance policies required to be procured or maintained under the terms of this Agreement, (A) on or before the date that each such policy is required to be first procured, (B) at least thirty (30) days before the expiration of any such policy, (C) prior to the occupancy and use of the Arena, and (D) otherwise from time to time upon a party's reasonable request therefor, Licensee or the City, as the case may be, shall deliver to the other party evidence showing that such insurance (including any endorsements required by this Agreement) is in full force and effect. Such evidence shall include certificates of insurance issued by a responsible officer of the issuer of such policies, or in the alternative, a responsible officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, and the term thereon.

4. Failure to Maintain. If at any time and for any reason any of Licensee or the City fails to provide, maintain, keep in force and effect, or deliver to the other party proof of any of the insurance required hereunder and such failure continues for ten (10) days after notice thereof from such other party, then the other party may, but shall have no obligation to, procure single interest insurance for such risks covering the other party (or, if no more expensive, the insurance required by this Agreement), and the party that failed to meet its obligations hereunder, as the case may be, shall, within ten (10) days following the other party's demand and notice, pay and reimburse such other party the costs incurred.

**22. Indemnification and Allocation of Risk.**

A. Licensee. Licensee agrees to indemnify and hold harmless the City, its officers, agents, and employees against any and all loss, cost, or expense, including reasonable attorney's fees ("Losses"), resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgment, that may arise against the City in connection with (i) the Licensee's or its agents', employees', contractors', vendors' or representatives' gross negligence or willful misconduct, (ii) any breach by Licensee of any representation, warranty or covenant of Licensee contained herein, or (iii) any patent, trademark, franchise, copyright, libel or defamation claim based on the acts of Licensee or its or its agents, employees, contractors, vendors or representatives; provided, however, that the City shall not be entitled to such rights in connection with any Losses caused by the City's or its agents', employees', contractors', vendors' or representatives' gross negligence or willful misconduct. Licensee further covenants that all copyrighted materials to be presented, used or performed during Licensee Events have been or will be duly licensed or authorized by their copyright owners, and Licensee agrees that it will indemnify and hold the City harmless from any and all Losses incurred by the City for any license or royalty fees in connection with the presentation, use or performance of such copyrighted works by Licensee or its agents, employees, representatives, vendors or contractors at any Licensee Event.

B. The City. To the fullest extent permitted by law, the City agrees to indemnify and hold harmless Licensee, its officers, agents, and employees against any and all Losses resulting from any claim or legal action of any nature whatsoever, whether or not reduced to a judgment, that may arise against Licensee in connection with (i) the City's or its agents', employees', contractors', vendors' or representatives' gross negligence or willful misconduct or (ii) any breach by the City of any representation, warranty or covenant of the City contained herein; provided, however, that Licensee shall not be entitled to such rights in connection with any Losses caused by the Licensee's or its agents', employees', contractors', vendors' or representatives' gross negligence or willful misconduct.

C. Storage of Equipment. Receipt and storage of equipment and property by the City for Licensee's agents, servants, employees, invitees, contractors, and subcontractors, shall be at Licensee's expense and risk. Licensee shall hold the City harmless for any damage to or loss of any property of Licensee or of its agents, servants, employees, invitees, contractors, and subcontractors, except for damage or loss caused by the City's gross negligence or willful misconduct.

D. Procedures. If any party (an "Indemnified party") shall discover or have actual notice of a matter for which the other party (the "Indemnifying party") is liable under this

Section 22 (each a "Claim"), the Indemnified party shall notify in writing the Indemnifying party of such matter within a reasonable time. Thereafter both the Indemnified party and Indemnifying party shall immediately notify their insurance carriers of such Claim. The Indemnifying party shall be entitled, at its cost, to defend any such Claim by appropriate legal proceedings provided the Indemnifying party shall have first timely notified the Indemnified party of the Indemnifying party's intention to do so. If the Indemnified party elects to join in any defense of a Claim (which shall be at the Indemnified party's sole cost and expense), the Indemnifying party shall have full authority to determine all action to be taken with respect thereto. If, after such opportunity, the Indemnifying party elects not to defend such Claim, the Indemnified party shall have the right to defend such Claim in good faith, which defense will be vigorously and diligently prosecuted by the Indemnified party to a final conclusion or, with the consent of the Indemnifying party, settlement, and the Indemnifying party shall be bound by such final conclusion or approved settlement. If required by the Indemnifying party, the Indemnified party shall cooperate fully with the Indemnifying party and the Indemnifying party's attorneys in contesting any such Claim or, if appropriate, in making any counterclaim or cross complaint against the person or entity asserting the Claim against the Indemnified party, but the Indemnifying party will reimburse the Indemnified party as appropriate for any reasonable expenses incurred by the Indemnified party in cooperating as so required, except to the extent otherwise agreed upon by the Indemnifying party's and Indemnified party's insurance carriers. Notwithstanding that the Indemnifying party is actively conducting a defense or contest of any Claim against the Indemnified party, such Claim may be settled, compromised or paid by the Indemnified party without the consent of the Indemnifying party; provided however, that if such action is taken without the Indemnifying party's consent, the Indemnifying party's obligations with respect thereto shall be terminated, and the Indemnifying party shall have no obligation to the Indemnified party. If the Indemnifying party elects to defend such Claim, the Indemnifying party shall have the right to conduct the defense of such Claim in good faith and settle the Claim in good faith without the prior consent of the Indemnified party so long as such settlement or compromise (i) does not require any admission or action or forbearance from action by the Indemnified party, and (ii) the Indemnified party is released from all losses, costs or other liabilities respecting such Claim.

E. Survival. The obligations contained in this Section 22 will survive the expiration or earlier termination of this Agreement but only with respect to an event that may give rise to a Claim that occurs prior to such termination.

**23. Condition of Arena.**

A. Upon completion of construction of the Arena, the Arena shall be in good repair and satisfactory condition, fitness and order, suitable for use as a basketball arena.

B. Licensee, its service contractor and the City shall conduct a joint inspection of the facility prior to move-in to stipulate existing damage. At the conclusion of each Licensee Event, Licensee and/or its service contractor and the City will jointly inspect the facility and ascertain damage, if any, to the facility resulting from the activities of Licensee. The City shall notify Licensee within a reasonable time after such inspection of the extent of damage and the reasonable cost to repair. Licensee shall be entitled to object to such findings and if an objection is delivered, Licensee and the City shall negotiate in good faith the parties' respective obligations with respect to such repair.

**24. Default; Remedies Upon Breach.**

A. Licensee Default. Any one of the following events shall constitute a "Licensee Default" by Licensee under this Agreement:

1. Material breach by Licensee of any material representation, warranty, covenant, condition or obligation set forth in this Agreement, which breach is not cured within thirty (30) days following written notice to Licensee of such breach;

2. Material violation by Licensee of the Arena Rules (as defined in Section 25.C.), which breach is not cured within thirty (30) days following written notice to Licensee of such breach, provided that the City has provided Licensee with a complete and accurate copy of the Arena's rules and regulations and any amendments or updates thereto;

3. Cessation by Licensee of its business as a going concern, or the insolvency or bankruptcy of Licensee or the initiation of any bankruptcy or assignment for the benefit of creditors or other insolvency proceedings by or against Licensee, or the appointment of a receiver or trustee for Licensee or Licensee's property; or

4. Licensee fails to maintain its membership in good standing in the League.

B. Remedies Upon Licensee Default. If any Licensee Default occurs, the City may use any remedies provided by law.

C. City Default. Any one of the following events shall constitute a "City Default" by the City under this Agreement:

1. Material breach by the City of any material representation, warranty, covenant, condition or obligation set forth in this Agreement, which breach is not cured within thirty (30) days following written notice to the City of such breach;

2. The insolvency or bankruptcy of the City or the initiation of any bankruptcy or assignment for the benefit of creditors or other insolvency proceedings by or against the City, or the appointment of a receiver or trustee for the City or the City's property; or

3. The sale, lease or other disposition of the Facility to a third party other than BIDA (or any successor or replacement authority thereof) unless such third party assumes all of the City's obligations hereunder.

D. Remedies Upon City Default. If any City Default occurs, Licensee may use any remedies provided by law.

**25. Compliance with Laws and Arena Rules.**

A. Licensee shall comply with laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and with all city rules and regulations applicable to its conduct of Licensee Events and Licensee's activities at the Facility,

and Licensee shall require that its agents, employees, contractors or subcontractors do likewise. The City shall comply with laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and with all city rules and regulations applicable to the development, construction and operation of the Facility and the City's activities at the Facility, and the City shall require that its agents, employees, contractors or subcontractors do likewise. The party controlling any sale or distribution of tickets will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and file returns and pay all such taxes or charges immediately when due.

B. Morals Clause. Neither party shall use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of either party.

C. Rules. The City reserves the right, exercisable from time to time as determined by the City, to promulgate, establish, rescind and modify reasonable rules and regulations concerning the Arena (so long as such rules and regulations apply to all Events) and related services, personnel, equipment, materials and appurtenances and the placing of furniture, fixtures, equipment and other property therein ("Arena Rules"). None of the Arena Rules shall prevent Licensee's use of the Arena as contemplated under this Agreement. If Licensee's compliance with any modification of Arena Rules subsequent to the execution of this Agreement requires incurrence of substantial costs, Licensee and the City agree to share in such costs; provided, however, that Licensee shall not be obligated to incur costs relating to changes to any structural (including to temporary improvements or fixtures) or mechanical elements of the Facility as a result of any such modification.

D. Non-Discrimination. Licensee agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

**26. Use of Arena.**

A. Return of Arena. Subject to the services required to be performed by the City hereunder, Licensee agrees to leave the Arena in materially the same condition after each Licensee Event that it was in at the commencement of Licensee Event, ordinary wear and tear excepted.

B. Hazardous Substances. Licensee and City, and their respective employees and agents, and any exhibitors, patrons, invitees or other participants in Licensee Events covered by this Agreement are prohibited from allowing any hazardous material, substance (except for chemicals routinely used for maintenance of the Facility) or equipment (other than standard basketball related equipment), weapons (except those otherwise allowed by State or Federal law), (outdoor) fireworks or similar items to be brought into the Arena or surrounding property, provided, that the City acknowledges and agrees that Licensee shall be entitled to use pyrotechnic equipment in the Arena with a fire watch guard present, at the sole expense of Licensee. The City reserves the right, in its sole and complete discretion, to refuse to allow any such material, substance, equipment or other object to be brought into the Arena or surrounding property, or to

require its immediate removal therefrom. To the fullest extent permitted by law, the City shall prohibit any person, other than licensed security personnel in the course of providing security services to the Arena or police officers, from bringing any weapons into the Arena during any Licensee Event.

C. The City Control. Except as set forth in this Agreement, in licensing the Arena to Licensee, it is understood that the City does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations.

D. Announcements. The City shall have a right to make announcements needed to ensure and protect the safety of persons and property in and around the Arena at any time the City reasonably deems necessary. Licensee agrees that it will cooperate with the City whenever the City reasonably deems it necessary to make such announcements.

**27. Damage; Repair Obligation**. In the event of damage, destruction or deterioration of the Arena that results in an Alternate Site Condition (as defined below), then this Agreement shall remain in full force and effect and the City shall repair and restore the Arena to a condition that (i) is equal to or better than the condition immediately preceding such damage, destruction or deterioration, (ii) complies with the terms of this Agreement (including the Maintenance and Repair Standard), and (iii) allows the Team to present Licensee Events at the Arena (collectively the "Required Restoration Condition"). In connection with such repair and restoration, the City shall provide Licensee with reasonable notice of, and the reasonable opportunity to consult with the City regarding, all design and construction plans.

In the event any of Licensee Events has to be canceled as a result of an Alternate Site Condition, the parties agree to use their reasonable efforts to reschedule such Licensee Event. If rescheduling such Licensee Event is not possible, despite the best efforts of the parties to find mutual acceptable dates, Team shall have the right to play such Licensee Event at an Alternate Site and no fees, including the Base Fee and any Facility Fees, or other payments with respect to such Licensee Event shall be due to the City. In the event that an Alternate Site Condition continues for the lesser of (i) 180 days or (ii) a period of time covering fifteen (15) scheduled Licensee Events in a given League season, such that the Team is unable to use the Arena to play Licensee Events during such time period, Licensee may terminate this Agreement. In the event that the Arena is destroyed or damaged and the City does not intend to make the necessary repairs to the Arena to allow the Team to play Licensee Events pursuant to the terms herein, the City shall promptly notify Licensee thereof and upon Licensee's receipt of such notice this Agreement shall automatically terminate.

"Alternate Site Condition" means the existence of one of the following conditions, but only to the extent that such condition(s) is not primarily the result of Licensee's failure to perform its obligations hereunder: (a) the League determines that the condition of the Arena is such that League prohibits the playing of Licensee Events at the Arena and such determination is confirmed in writing by Licensee; (b) a governmental authority, applicable laws, or Event of Force Majeure prevents the use or occupancy of any portion of the Arena that is reasonably necessary for the playing, exhibiting, or viewing of Licensee Events; or (c) a legitimate scheduling conflict exists with respect to a given Licensee Event that permits Licensee to hold such Licensee Event at an Alternate Site.

**28. Condemnation.**

A. Total Condemnation. If a taking by a government authority (or other person or entity with the power of eminent domain) by exercise of any right of eminent domain or by appropriation or condemnation (a "Condemnation Action") occurs, the City shall promptly provide notice thereof to Licensee and then Licensee shall have the right to terminate this Agreement by delivering written notice thereof to the City within one hundred twenty (120) days thereafter. If Licensee so terminates this Agreement, any such termination shall be without penalty to Licensee. If either party receives notice of any proposed or pending Condemnation Action affecting the whole or any part of the Arena, it shall promptly notify the other party.

B. Partial Condemnation. If Licensee elects not to exercise its termination rights pursuant to subsection A above, or the condemnation does not substantially impair Licensee's ability to use the Arena in the same or substantially similar manner as prior to such condemnation, the City will, at no cost to Licensee, repair and restore any damage to the Arena resulting from such Condemnation Action to the Required Restoration Condition.

C. Proceedings; Condemnation Award. To the maximum extent permitted by applicable laws, the City and Licensee each shall have the right, at its own expense, to appear in any Condemnation Action and to participate in any and all hearings, trials and appeals relating thereto even if this Agreement has been terminated. Neither party shall settle or compromise any right of the other party to receive a Condemnation Award without the prior written consent of the other party. Subject to the other provisions of this Section 28, in any Condemnation Action Licensee shall have the right to assert a claim for, and receive all Condemnation Awards for, (a) the loss in value of its rights hereunder as if this Agreement had not terminated, (b) any damage to, or relocation costs of, Licensee's business as a result of the Condemnation Action and (c) any other damages to which Licensee may be entitled under applicable laws. If any Condemnation Award is not specifically allocated among the parties by the applicable governmental authority, as between the City and Licensee the amount of the Condemnation Award shall be equitably allocated and distributed between the City and Licensee as agreed to by the parties. "Condemnation Award" means all sums, amounts or other compensation for the Arena payable to the City or Licensee, as applicable, as a result of, or in connection with, any Condemnation Action.

D. Restoration. If any Alternate Site Condition occurs and does not result in termination of this Agreement pursuant to this Section 28, then Licensee, at its option, shall have the right to play Home Games in any facility approved by the League and Licensee as a site for the Home Games ("Alternate Site"). Further, during the existence of the Alternate Site Condition, the City shall (a) perform its obligations in accordance with Sections 27 and 28.B. and, to the extent not prevented by the Alternate Site Condition, its other obligations hereunder and (b) seek to provide temporary additional areas in the Arena or elsewhere where Licensee can perform activities otherwise permitted to be performed by Licensee hereunder in the damaged areas of the Arena. If the City is prohibited from repairing the Arena to the Required Restoration Condition due to a final and non-appealable judgment by a court or due to applicable law, then regardless of whether Licensee has the right to terminate this Agreement pursuant to Section 28.A., Licensee shall have the right to terminate this Agreement upon written notice to the City.

**29. Force Majeure.**

A. Definition of Event of Force Majeure. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, or accidents; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure.

B. Effect of Event of Force Majeure. Failure in performance by any party under this Agreement due to an Event of Force Majeure shall not be deemed a breach of this Agreement; provided, however, that such party shall make reasonable efforts to continue to meet its obligations throughout the duration of the Event of Force Majeure and the suspension of any obligations of such party shall only last during the time the Event of Force Majeure continues (and such reasonable time thereafter to allow such party to respond to such condition).

**30. Intellectual and Proprietary Rights.**

A. Licensee Grant. Licensee hereby grants to the City a non-exclusive license and the right to use the Team name and logo in promotion of the Arena within Licensee's home territory, subject in all cases, to League Rules. The City shall have the right to display the Team name and logo and any promotional material regarding the Arena and any media advertising the Arena provided that all such use is subject to Licensee's and League's prior written approval in each instance. Upon request, the City shall provide Licensee with copies of such promotional material for Licensee's review. In the event Licensee determines, in its reasonable discretion, that there has been any deviation or distortion of the Team's logo in any of these promotional materials, then the City shall work in good faith with Licensee to remedy such deviation or distortion on future promotional materials. Licensee retains all of its current and future rights, title and interest in the Team's intellectual property. Subject in all cases to League Rules, Licensee further grants the City a non-exclusive license and right to use photographs and video footage from any Licensee Events held at the Arena to promote the Arena provided that all such use is subject to Licensee's and League's prior written approval in each instance. For the purposes of this paragraph, any rights obtained by the City to utilize the name and logo of the Team shall also be applicable for any successor Team name or logo. For the avoidance of doubt, nothing in this Agreement shall be deemed to be a grant of rights by NBADL or the League to exploit their respective intellectual property, including copyrights in any telecast of Licensee Events.

B. City Grant. The City hereby grants to Licensee during the Term a non-exclusive, irrevocable, royalty-free, paid-up right and license to use, and sublicense third parties the right to use, any replica, model, artistic or photographic rendering or other visual representation of the Arena or any portion thereof owned by or licensed to the City in association with marketing, promoting and advertising Licensee Events and in connection with Licensee's sale

of advertisements pursuant to Section 8, provided that all such use is subject to the prior written approval of the City Manager of the City in each instance.

**31.** **Non-Disturbance**. So long as Licensee performs all of Licensee's obligations under this Agreement, the City shall do nothing (other than the acts permitted or required by this Agreement) that will prevent Licensee or its licensees, guests or invitees from peaceably and quietly enjoying and using the Arena during the Term in the manner described in this Agreement.

**32.** **Miscellaneous**.

**A.** Entire Agreement. This Agreement (including any and all exhibits hereto) reflects the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto. No prior representation, inducements or agreements, oral or otherwise, between the parties with respect to the subject matter hereof not contained, expressly incorporated or embodied herein shall be of any force and affect.

**B.** Notices. Notices by the City and Licensee to each other shall be deemed duly given if (i) delivered personally with a signed receipt evidencing such delivery, (ii) mailed by certified mail, return receipt requested, postage prepaid, (iii) by electronic mail or (iv) delivered by duly recognized air courier service to the following addresses:

| | |
|---|---|
| Licensee: | CMWM, LLC<br>101 Marietta Street, Suite 1900<br>Atlanta, Georgia<br>Attention: Scott Wilkinson, Chief Legal Officer |
| With a copy to: | Dentons US LLP<br>303 Peachtree Street, N.E., Suite 5300<br>Atlanta, Georgia 30308<br>Attn: Steven J. Labovitz, Esq.<br>Douglas Eingurt, Esq. |
| The City: | City of College Park<br>3667 Main Street<br>College Park, Georgia 30337<br>Attention: Terrence R. Moore, City Manager |

With Copy to: Steven M. Fincher, Esq.
Fincher Denmark, LLC
8024 Fairoaks Court
Jonesboro, GA 30236

City of College Park Business and Industrial Development Authority
3667 Main St.
College Park Georgia 30337
Attention: Director of Development, City of College Park

C. Assignment. This Agreement shall not be assigned by either party (including any sublicense by Licensee) without the prior written consent of the other party in each instance, which may be withheld at such party's sole discretion. Any attempt by a party to assign this Agreement (or, with respect to Licensee, to sublicense its right to use the Arena) without the prior written consent of the other party shall be null and void and shall constitute a Licensee Default or City Default, as applicable, under this Agreement. In the event that the other party permits such an assignment (or, with respect to Licensee, sublicense), the party shall cause the assignee (or with respect to Licensee, sublicensee) to enter into an agreement, acceptable to the other party, whereby such assignee (or, with respect to Licensee, sublicensee) agrees to abide by all the terms, obligations and conditions of this Agreement. The term "assignment" (or, with respect to Licensee "sublicense") as used in this Agreement shall include any and all transfers of a party's interest in this Agreement, whether voluntary or involuntary. Notwithstanding the foregoing, (i) Licensee may assign its rights and delegate its obligations under this Agreement without the City's prior consent to (x) a successor who acquires the Team from Licensee provided such successor operates a League franchise, (y) any of its affiliates (provided such affiliate also controls the Team), or (z) the League and (ii) the City may assign its rights hereunder to BIDA, provided that such assignment shall not relieve the City of its obligations hereunder.

D. No Agency. The relationship between the City and Licensee is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City.

E. Governing Law. The laws of the State of Georgia shall govern the interpretation and enforcement of this Agreement.

F. Waivers. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

G. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

H. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

I. Binding Effect. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

J. Amendment. No alteration, amendment or modification of this Agreement shall be valid unless approved and executed by an instrument in writing by the parties and approved by the League.

K. No Third party Beneficiaries. Any agreement to pay an amount and any assumption of liability herein contained, expressed or implied, shall be only for the benefit of the undersigned parties and their respective permitted successors and assigns (as herein expressly permitted), and such agreements and assumptions shall not inure to the benefit of the obligee or any other party whomsoever, it being the intention of the undersigned that, no other party shall be or be deemed to be a third party beneficiary of this Agreement.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

M. Conflict with League Rules. If and to the extent future League Rules create obligations for Licensee or the City that Licensee and the City agree are unduly burdensome on either party or both parties, the parties agree to cooperate to seek from the League a reasonable waiver from, or modification of, the effectuation of such rule(s).

N. No Recourse Against League. The City acknowledges that it shall have no recourse against, and hereby covenants not to bring any claim against the League, any of its member teams (other than Licensee), any of their respective affiliates or any of the employees, owners, directors, shareholders, partners, members, governors, agents or representative of any of the foregoing as a result of any breach by Licensee of this Agreement or any other act or omission by Licensee.

O. Facility Management. If the City desires to engage a Manager or replace a Manager with a new Manager, the City shall use reasonable efforts to provide Licensee with sufficient advance notice of the negotiations related thereto. In no event shall the City's failure to give such notice constitute a City Default hereunder.

P. Survival. Sections 13, 14, 19, 20, 22, 24.B., 24.D., 28, 29, 30 and 32, shall survive the expiration or earlier termination of this Agreement, together with any other provision which by its terms or nature is intended to survive such expiration or termination.

Q. No Personal Liability of Representatives. No official, member, director, officer, agent, or employee of the City shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement. No official, member, manager, director, officer, agent, or employee of Licensee shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

R. Legal Compliance. Licensee agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

S. Consequential Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY PARTY OR ANY PERSON OR ENTITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

T. In the event of a dispute between the parties regarding this Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against either party.

U. Each one of the number exhibits attached to this Agreement and identified herein is expressly made a part hereof as though fully stated herein.

(SEE NEXT PAGE - SIGNATURE PAGE)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

**"LICENSEE"**:

CMWM, LLC

By: _____
Name: STEVE KOONIN
Title: PRESIDENT, CEO

Date: 01-04-2018

~~"BIDA"~~: The City"

~~COLLEGE PARK BUSINESS AND~~ The City of College Park
~~INDUSTRIAL DEVELOPMENT AUTHORITY~~

By: _____
Name: Joseph Mangini
Its: Mayor

Date: 1/11/2019

~~THE "CITY"~~: BID

~~THE CITY OF~~ COLLEGE PARK College Park Business and Industrial Development Authority

By: _____
Name: Eleanor Cornelius
Its: Chair

Date: 1-11-18

Attest:

_____
City Clerk

[SEAL]

Approved as to form:

_____
Name: Steven M. Finchur
Attorney for the City

101953631\V-11

**FIRST AMENDMENT TO ARENA LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO ARENA LICENSE AGREEMENT** (this "Amendment") is made and entered into as of _____, 2021 (the "Execution Date") to become effective as of September 1, 2021 (the "Effective Date"), by and between **CMWM, LLC**, a Georgia limited liability company with its principal place of business located at Centennial Tower, 19th Floor, 101 Marietta Street NW, Atlanta, Georgia 30303 ("CMWM" or the "Licensee"), **THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**, a development authority organized pursuant to the laws of the State of Georgia ("BIDA") and the **CITY OF COLLEGE PARK, GEORGIA**, a municipal corporation incorporated under the laws of the State of Georgia ("College Park," and collectively with BIDA, the "City").

**W I T N E S S E T H:**

**WHEREAS**, CMWM and the City entered into that certain Arena License Agreement, dated January 11, 2018 (the "Agreement"), pursuant to which the City agreed to license the use of the Arena to the Licensee in accordance with the terms of the Agreement; and

**WHEREAS**, the regular, in-market, 2020-2021 League season (the "Prior Year") was cancelled in its entirety due to COVID-19 and the Licensee did not utilize the Arena as contemplated by the Agreement; and

**WHEREAS**, Licensee and the City desire to amend the Agreement upon the terms and conditions set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and the City hereby agree as follows:

1. Recitals; Definitions. The recitals to this Amendment are hereby incorporated as if fully set forth herein. Any capitalized terms not specifically defined in this Amendment shall have the meanings set forth in the Agreement.

2. No Services Rendered for the Prior Year and Release of Obligations for the Prior Year. The parties agree that, due to COVID-19, certain of the duties, obligations and services contemplated by the Agreement were impossible to perform for the Prior Year. Therefore, no services were performed and no compensation paid by or to the City for the Prior Year as provided in Section 2(ii) of the Agreement. Further, Licensee and the City are hereby released from any and all of their respective duties, services and/or obligations contemplated by the Agreement for the Prior Year. For the avoidance of doubt, neither Licensee nor the City shall be considered in breach of the Agreement for failing to provide services or perform obligations under the Agreement for the Prior Year.

3. Extension of Term. Due to the circumstances described above and pursuant to Sections 29 and 32.J of the Agreement, the parties desire to amend the Agreement and extend the Term of the Agreement for one (1) additional contract year through July 31, 2030 (the "Additional Year"), subject to earlier termination as provided in the Agreement.

Agreement Paragraph 3.A, Term, shall be amended as follows:

3.A Term. The "Term" shall commence on the Effective Date and, unless terminated earlier in accordance with the terms herein, shall expire on July 31, 2030 (the "Expiration Date").

Further, all references in the Agreement to Sections 3.F and 3.G are hereby deemed deleted in their entirety.

All fees, benefits, rights and terms set forth in the Agreement shall equally apply to the Additional Year. For the avoidance of doubt, all references in the Agreement to the Term shall be hereby similarly amended and all duties, services and qualifications stated in the Agreement are similarly extended for the Additional Year.

4. Compensation; Revenue. Due to the circumstances described above, the parties hereby agree that any references to a year for purposes of the Facility Fees described in Section 4 are hereby automatically deemed to be extended by an additional year, so that, as an example, July 31, 2024 shall now refer to July 31, 2025 and August 1, 2024 shall now refer to August 1, 2025.

5. Miscellaneous. The Agreement and this Amendment set forth the entire agreement between the parties with respect to the matters set forth herein. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. However, except as herein expressly modified or amended, all of the provisions, conditions and terms of the Agreement shall remain unchanged and continue in full force and effect. This Amendment may be (a) executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same document; and (b) executed and delivered by the exchange of electronic facsimile or email copies of the signed counterparts, which facsimile or email counterparts shall be binding upon the parties. The parties acknowledge that each party and/or its counsel have reviewed and revised this Amendment and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting parties shall be employed in the interpretation or enforcement of this Amendment. This Amendment shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Effective Date.

**THE CITY OF COLLEGE PARK**

Name: _____

Signature: _____

Its: _____

**CMWM, LLC**

Name: _____

Signature: _____

Its: _____

**THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

Name: _____

Signature: _____

Its: _____

# CITY OF COLLEGE PARK

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

**REG SESSION AGENDA REQUEST**

DOC ID: 9158

**DATE:** October 7, 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:** GSA Supplemental Lease Amendment #51- ATS Switch

---

The Office of the City Manager and Finance Department hosted a meeting with representatives from the United States General Services Administration (GSA) to discuss the installation of an ATS switch located at the FAA Headquarters. The agreement request that the City purchase and install an ATS switch which the City will be reimbursed an amount not to exceed $124,169.74 once the installation is complete.

The agreement also states that the maintenance of the ATS switch will be the responsibility of the City, however, future replacement of the equipment will be the sole responsibility of the FAA.

It should be noted that effective July 1, 2018, the City approved lease amendment No.48 which moved the responsibility of maintaining and repairing a list of approved equipment (noted in the attachment LGA30123-SLA-48) from the FAA to the City of College Park. The 48th amendment also compensated the City for the additional services.

The ATS switch is a component of the generator previously moved under the responsibility of City (July 1st, 2018 agreement), however the ATS switch was not included in the initial overview. The new agreement places the ATS switch in line with lease amendment No.48.

As a result, the recommendation to approve the agreement is being presented for your consideration to purchase and install the ATS switch in addition to moving the maintenance and future replacement to the responsibility of the City.

See attached GSA Supplemental Lease Amendment #51.

**ATTACHMENTS:**

- LGA30123-SLA-51 adding services II 09.09.21 (002) (PDF)

**Review:**

- Althea Philord-Bradley Completed 09/30/2021 5:25 PM
- Sonya Harold Completed 10/01/2021 9:12 AM
- City Attorney's Office Completed 10/01/2021 3:24 PM
- Mercedes Miller Completed 10/05/2021 2:30 PM
- Mayor & City Council Pending 10/18/2021 7:30 PM

| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 51<br><br>TO LEASE NO. GS-04B-30123 |
|---|---|
| 1701 COLUMBIA AVENUE<br>COLLEGE PARK, GA 30337-2714 | PDN Number: **PS0049819** |

**THIS AMENDMENT** is made and entered into between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA), AND THE CITY OF COLLEGE PARK.

Whose address is **City of College Park**
**3667 MAIN STREET**
**COLLEGE PARK GA 30337-2614**

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS,** the parties hereto desire to amend the above Lease to issue the Notice To Proceed (NTP) to fund the purchase and installation of the **ATS switch** at the premises described above. The purchase and installation, inclusive of all associated preparation cost including the Lessor's overhead and profit shall not exceed **$139,385.50** to establish payment for the replacement ATS switch**.**

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, **effective upon execution of this lease amendment #51** as follows:

**1.** This NTP is issued under the terms and conditions of Section 32 "Proposal for Adjustment" contained in the General Clauses (GSA Form 3517B) of this lease.

**2.** The Government hereby issues a Notice to Proceed (NTP) in the amount of **$139,385.50**. **WHEREAS**, the parties hereto desire to amend the above Lease to add additional services to the Regional Office Building location as described below and in accordance with the terms and conditions of the original contract.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: _____
Name: **Bianca Motley Broom**
Title: Mayor
Entity Name: City of College Park
Date: _____

**FOR THE GOVERNMENT:**

Signature: _____
Name: Craig Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: _____

---

**FOR THE LESSOR:**

Signature: _____
Name: _____
Title: _____
Entity Name: College Park Business Industrial Development Authority (BIDA)
Date: _____

3. As stated in the original lease**, the Lessor** will continue to employ a full-time building superintendent to ensure that the day-to-day physical integrity of the premises shall continue to be maintained and 1(one) day porter be present to ensure that incidental day-time cleaning, trash removal, etc. is handled properly. As part of this amendment, the **Lessor** shall **replace** the existing defective ATS switch with a functioning model. Additionally, from this date forward, the responsibility to **maintain** the ATS switch, after installation, will fall to the **Lessor (City of College Park).** The manufacturer's recommended maintenance schedule shall also be the continued requirement of the **Lessor (City of College Park)** to comply with for the duration of this lease. If replacement is required, then **the Agency (FAA)** shall be responsible.

The original list of cost and equipment to maintain now includes:

**List of additional services shown below highlighted in yellow:**

**Main Building - LGA30123**
Emergency Generator – general maintenance and repair
Electric Charging Station Cost
Intergern Fire Suppression System Maintenance
DIRTT glass cleaning (both buildings)
Gazebo cleaning
Relocation of recycling materials
UPS maintenance
ATS switch – maintenance, repair

**Childcare Center - LGA30123**
Kitchen hood cleaning/maintenance
Carpet Cleaning

4. Upon execution of this lease amendment #51 the Government will be reimbursing the lessor to do the one time repairs, after these initial repairs have been accepted and completed, the lessor shall be responsible for the management, maintenance and upkeep of the ATS switch as well as the generator for the life of the lease.

5. The original invoice must be submitted directly to the GSA Finance Office at the following address:

**Web address:** www.finance.gsa.gov.

Either web address **or** physical address **not both**

**Physical address:**

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Craig Thomas
77 Forsyth Street,
Suite G-40
Atlanta, GA 30303

A proper invoice must include the following:

Invoice date
Name of the Lessor as shown on the Lease
Lease contract number, building address, and a description, price and quantity of the items delivered
**GSA PDN # PS0049819**

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

Initials: _____ _____ _____
GOV'T LESSOR BIDA