

**CITY OF SOUTH FULTON, GEORGIA**

**VIRTUAL**

**Tuesday, May 26, 2020, 10:00 AM**



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**The Honorable William "Bill" Edwards, Mayor**  
**The Honorable Catherine F. Rowell, District 1 Councilmember**  
**The Honorable Carmalitha Gumbs, District 2 Councilmember**  
**The Honorable Helen Z. Willis, District 3 Councilmember**  
**The Honorable Naeema Gilyard, District 4 Councilmember**  
**The Honorable Corey A. Reeves, District 5 Councilmember**  
**The Honorable khalid kamau, District 6 Councilmember**  
**The Honorable Mark Baker, District 7 Councilmember**

**COUNCIL WORK SESSION MEETING AGENDA**

- I. Call to Order
- II. Roll Call
- III. Presentations
  - 1. Council Discussion on Washington Road CDAP Presentation by Jared Lombard, ARC
  - 2. Council Discussion on Campbellton Road CDAP Presentation by Andrew Kohr, Pond and Company
- IV. Agenda Items
  - 3. Council Discussion on Regional Connected Vehicle Program Presentation by Aerotropolis Atlanta Community Improvement Districts
  - 4. Council Discussion on Tax Allocation District (Destination South Fulton and Bleakly Advisory Group)
- V. Executive Session (if needed)

*When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate*
- VI. Adjournment of Meeting



**CITY OF SOUTH FULTON**

**COUNCIL AGENDA ITEM**

**COUNCIL WORK SESSION**



**SUBJECT:** Washington Road CDAP Presentation

**DATE OF MEETING:** 5/26/2020

**DEPARTMENT:** City Manager

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**ATTACHMENTS:**

Description	Type	Upload Date
Washington Road CDAP Presentation	Cover Memo	5/18/2020



# Washington RD Pedestrian Safety Audit

May 26, 2020

**City of South Fulton City Council Briefing**

An ARC Community Development Assistance Program Project

# COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM (CDAP)

The Community Development Assistance Program (CDAP) is the implementation program for the priorities established through ARC's key policies and plans.

Through CDAP, ARC offers technical assistance to local governments and community organizations in the region for projects that align with agency-wide priorities.

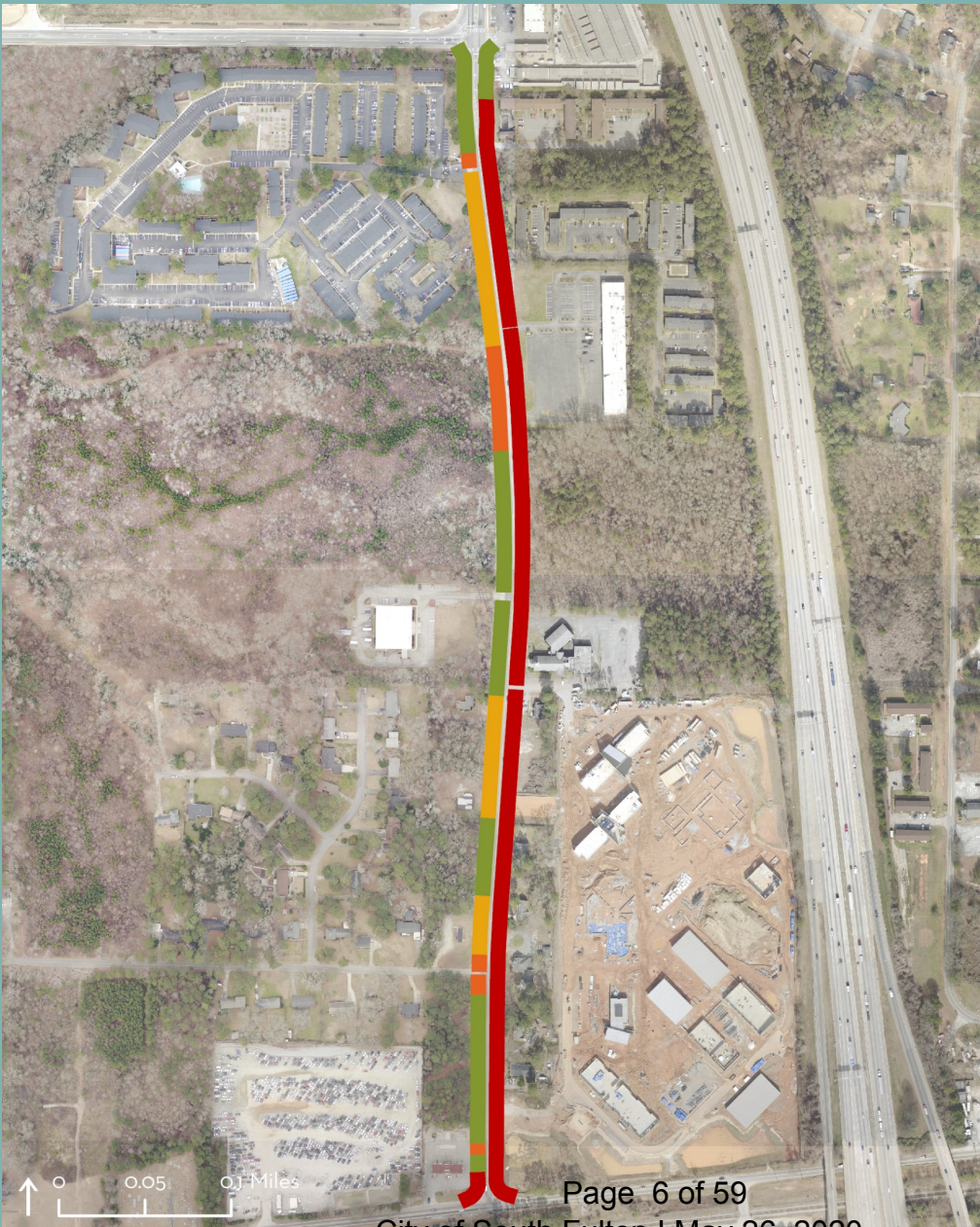


# PROJECT GOALS

- Provide recommendations for short term transportation projects and long term transportation investments to improve pedestrian safety along the corridor
- Provide a framework for other corridors in the city.



# PROJECT AREA MAP



## WASHINGTON ROAD PEDESTRIAN SAFETY AUDIT

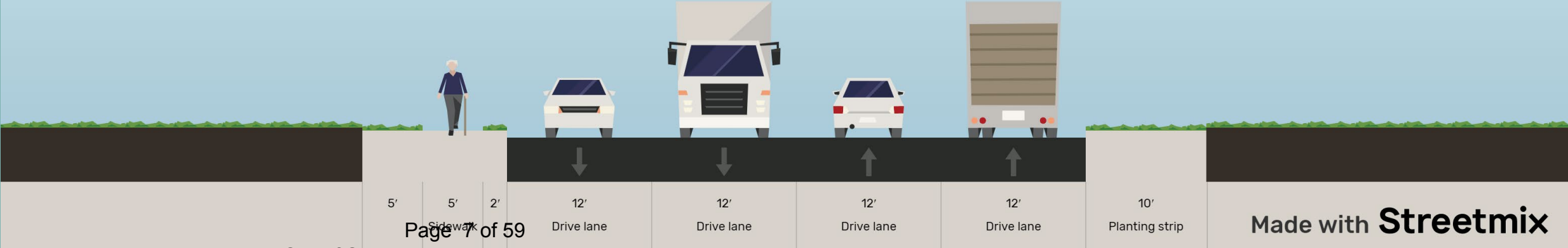
### Sidewalk Condition

Based on results from walking audit conducted on 2.19.2020



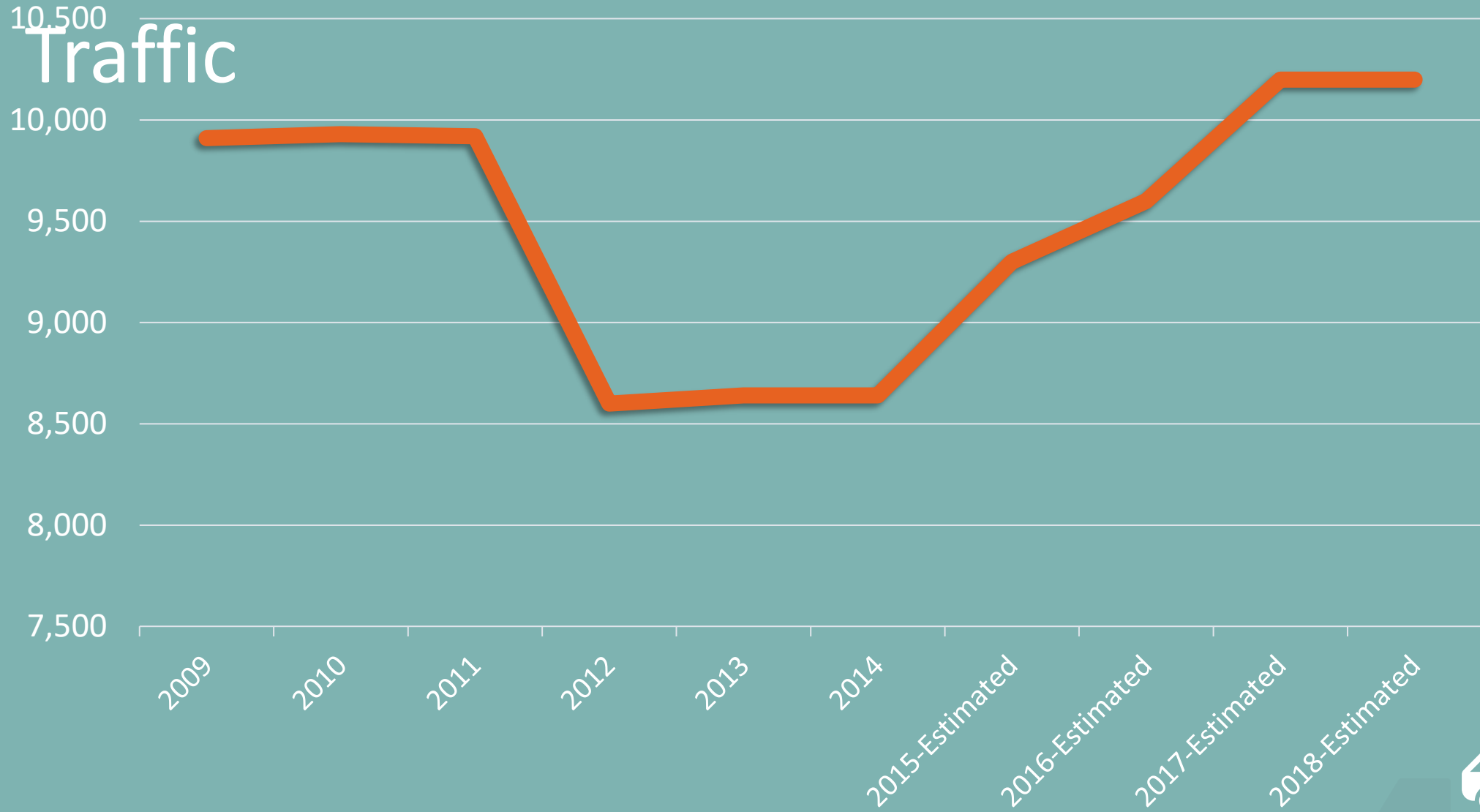
# APPROXIMATE TYPICAL CROSS SECTION

Washington Rd



# Average Daily

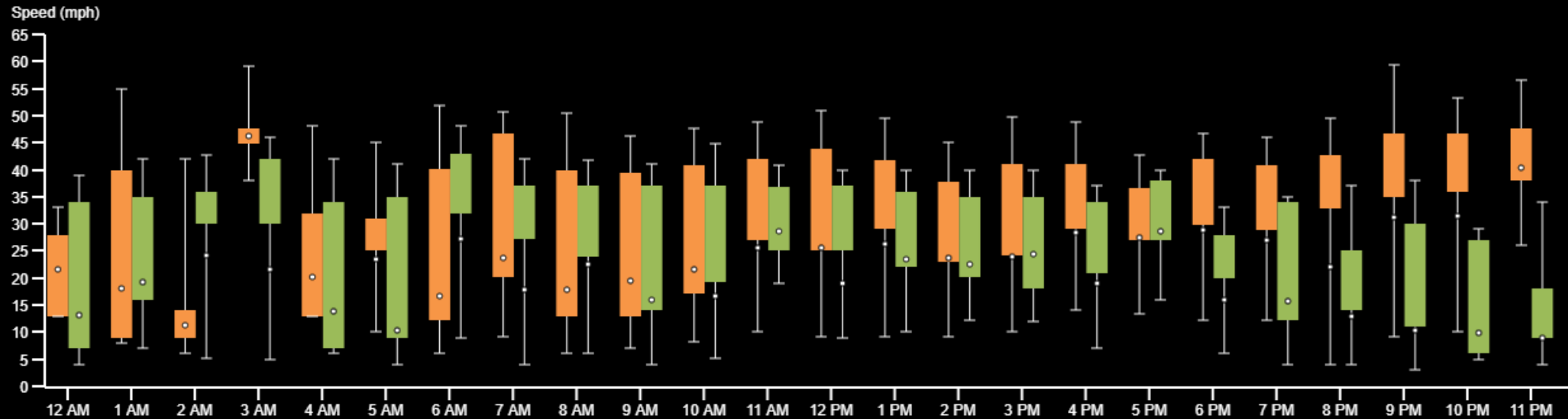
## Traffic



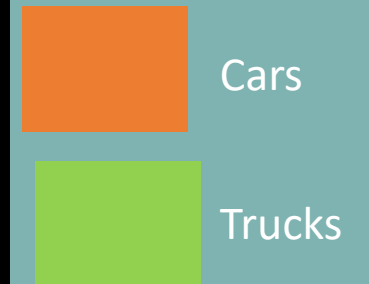
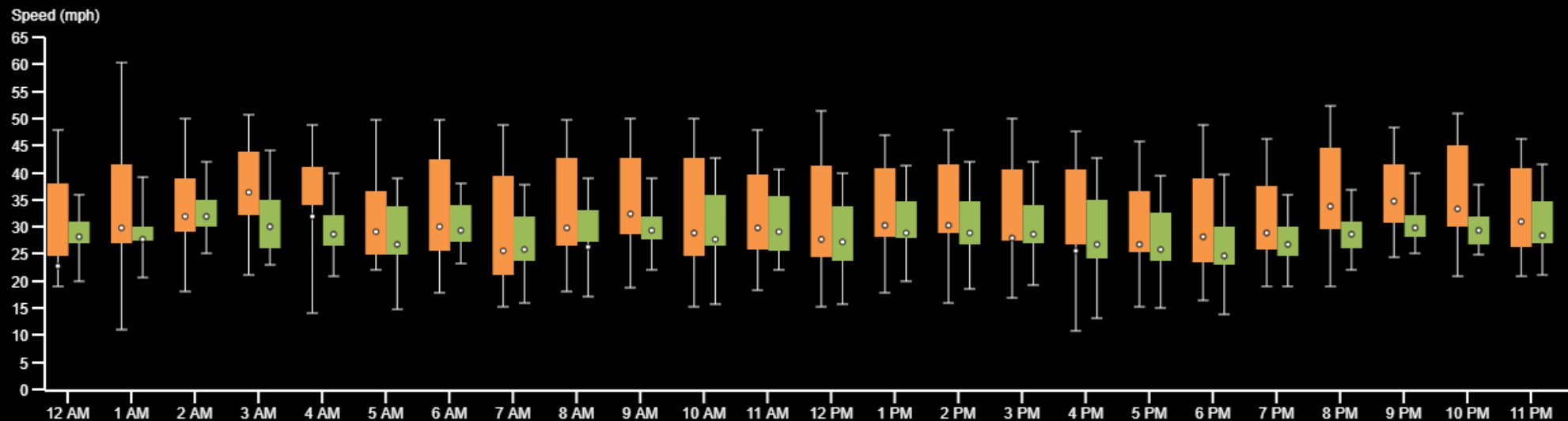
# Speed for WASHINGTON RD between US-29/GA-14/Roosevelt Hwy and I-285/GA-407

Averaged per hour for January 01, 2020 through February 28, 2020 (Every weekday)

## Northbound



## Southbound



# WALKING AUDIT



## WASHINGTON ROAD PEDESTRIAN SAFETY AUDIT

### Problem Points

Based on results from walking audit  
conducted on 2.19.2020



Fire hydrant blocks sidewalk



Insufficient drainage



No curb cut



No or faded crosswalk



No ped countdown timer

# NEXT STEPS



**SIDEWALKS** provide safe places for people traveling by foot and by wheelchair. GDOT recommends a minimum of 5-foot-wide sidewalks, while NACTO recommends a minimum of 6 feet. AASHTO also recommends a minimum 5-6ft buffer between the sidewalk and travel lane. However, the land use context, transit, and pedestrian activity should always be considered.



**CROSSWALKS** provide an indication to pedestrians on where they should cross the street. They also provide motorists with an indication of where pedestrians are likely to be.



**PEDESTRIAN HYBRID BEACON (PHB)** is a pedestrian-activated signal that alerts drivers to pedestrians crossing the road.



# Washington RD Pedestrian Safety Audit

May 26, 2020

**City of South Fulton City Council Briefing**

An ARC Community Development Assistance Program Project



**CITY OF SOUTH FULTON**

**COUNCIL AGENDA ITEM**

**COUNCIL WORK SESSION**



**SUBJECT:** Campbellton Road CDAP Presentation

**DATE OF MEETING:** 5/26/2020

**DEPARTMENT:** City Manager

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**ATTACHMENTS:**

Description	Type	Upload Date
Campbellton Road CDAP Presentation	Cover Memo	5/20/2020



ORIGINAL SITE  
CAMPBELLTON BAPTIST  
CHURCH  
ESTABLISHED 1828

May 5, 2020

# Campbellton Historic Crossroads Village Master Plan

Cities of Chattahoochee Hills and South Fulton

# Agenda

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**Introduction/Purpose**

**Project Background**

**Project Goals**

**History, Connections + Place**

**Tasks**

**Public Engagement**

**Project Timeline**

# Project Background

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- Multi-jurisdictional collaborative project between the City of Chattahoochee Hills and the City of South Fulton, funded through Atlanta Regional Commission's (ARC) Community Development Assistance Program (CDAP)
- Idea began as an effort to reconstitute old Campbellton, the historic county seat of former Campbell County
- Opportunity to re-establish a historic downtown and expand it into a larger village, encourage development of nearby defunct pre-recession subdivisions, increase workforce development and provide a variety of housing options
- Recommendations will focus on design, zoning, land use, street network, transportation alternatives, recreational opportunities, historic preservation, business development and site development through an iterative public process
- Analysis of the surrounding properties to examine their current use and relation to the Campbellton Crossroads Village
- Create an economic development center for both Chattahoochee Hills and South Fulton, and a gateway into Douglas County

# Project Goals

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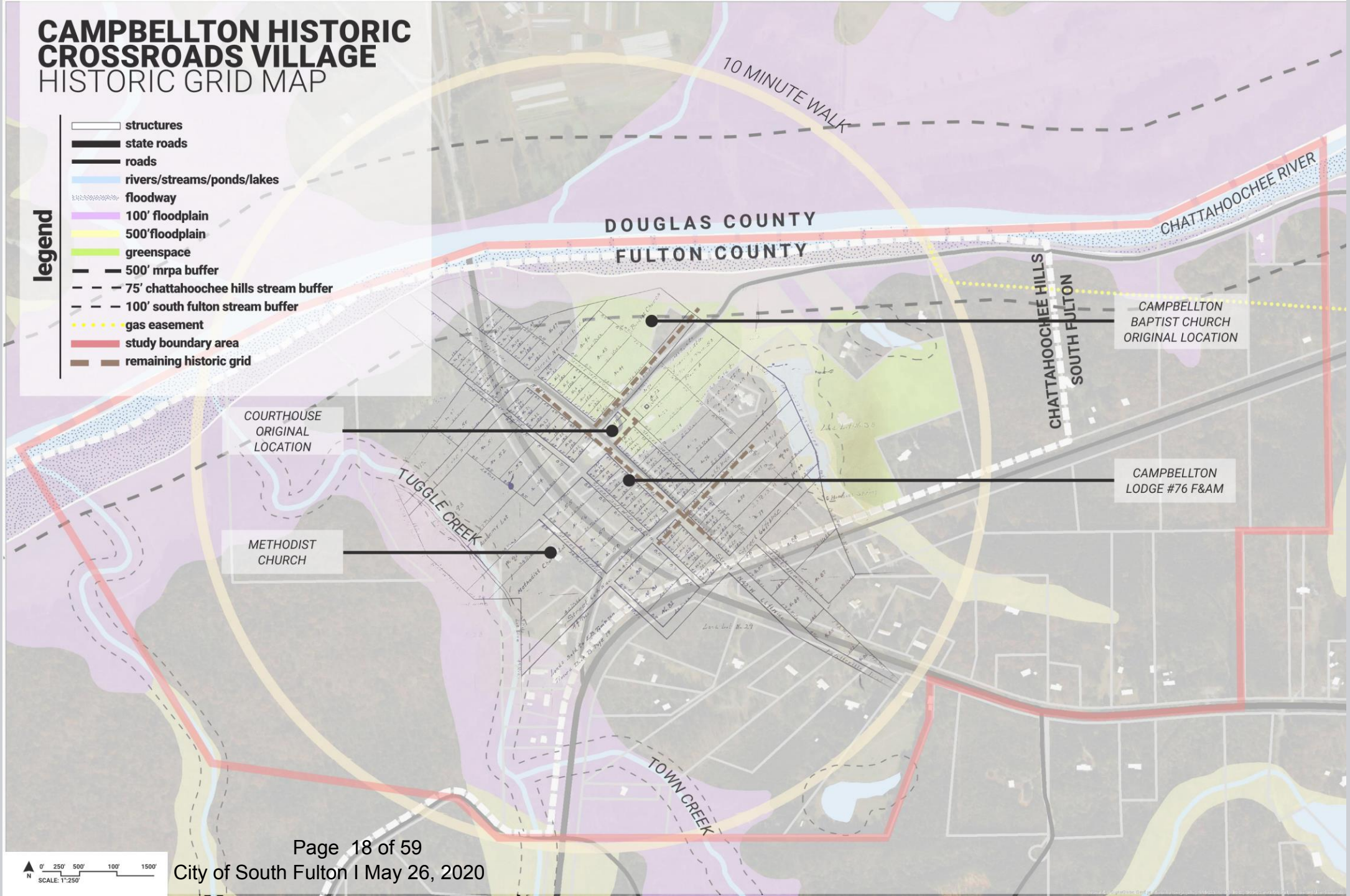
## Project Goals

- Celebrate and re-establish the historic town center of Campbellton Historic Crossroads Village
- Create a walkable, vibrant area
- Examine transportation alternatives such as walking, biking, and public transit
- Create opportunities for expansion of recreation
- Create opportunities for residents and visitors that include:
  - business development and employment
  - easy access to quality goods and services
  - a variety of housing types and prices
  - transportation alternatives
- Execute a transparent public engagement process to unify both communities

# CAMPBELLTON HISTORIC CROSSROADS VILLAGE

## HISTORIC GRID MAP

- legend**
- structures
  - state roads
  - roads
  - rivers/streams/ponds/lakes
  - floodway
  - 100' floodplain
  - 500' floodplain
  - greenspace
  - 500' mrpa buffer
  - - - 75' chattahoochee hills stream buffer
  - - - 100' south fulton stream buffer
  - ... gas easement
  - study boundary area
  - remaining historic grid



# History as Placemaking

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# Creating Meaningful Connections

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# Connecting People to Place

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# Tasks

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## **Task 1: Existing Conditions**

### **Assessment**

- Project Kick-Off (4/15/20)
- Review Previous Plans
- Historic Research
- Basemap Development
- Ground Truthing and Analysis
- Existing Conditions Summary

## **Task 2: Market Analysis**

- Demographic Profile
- Real Estate Market Conditions (Retail)
- Identification of Case Studies
- Case Study Research + Summary Report
- Analysis of Opportunity + Recommendations

## **Task 3: Public Input**

- Social Pinpoint and Public Outreach
- Stakeholder Interviews
- Core Team Meetings (2)
- Public Meetings (2)
- Charrette (1)
- Draft Concept Review
- Transportation Coordination Meeting (1)
- Elected Official Briefings

## **Task 4: Concept Plan**

- Initial Analysis
- Concept Refinement
- Finalize Concepts

## **Task 5: Deliverables**

- Preparation of the Draft Master Plan
- Final Master Plan in PDF format

# Public Engagement

Social Pinpoint and Public Outreach

Stakeholder Interviews

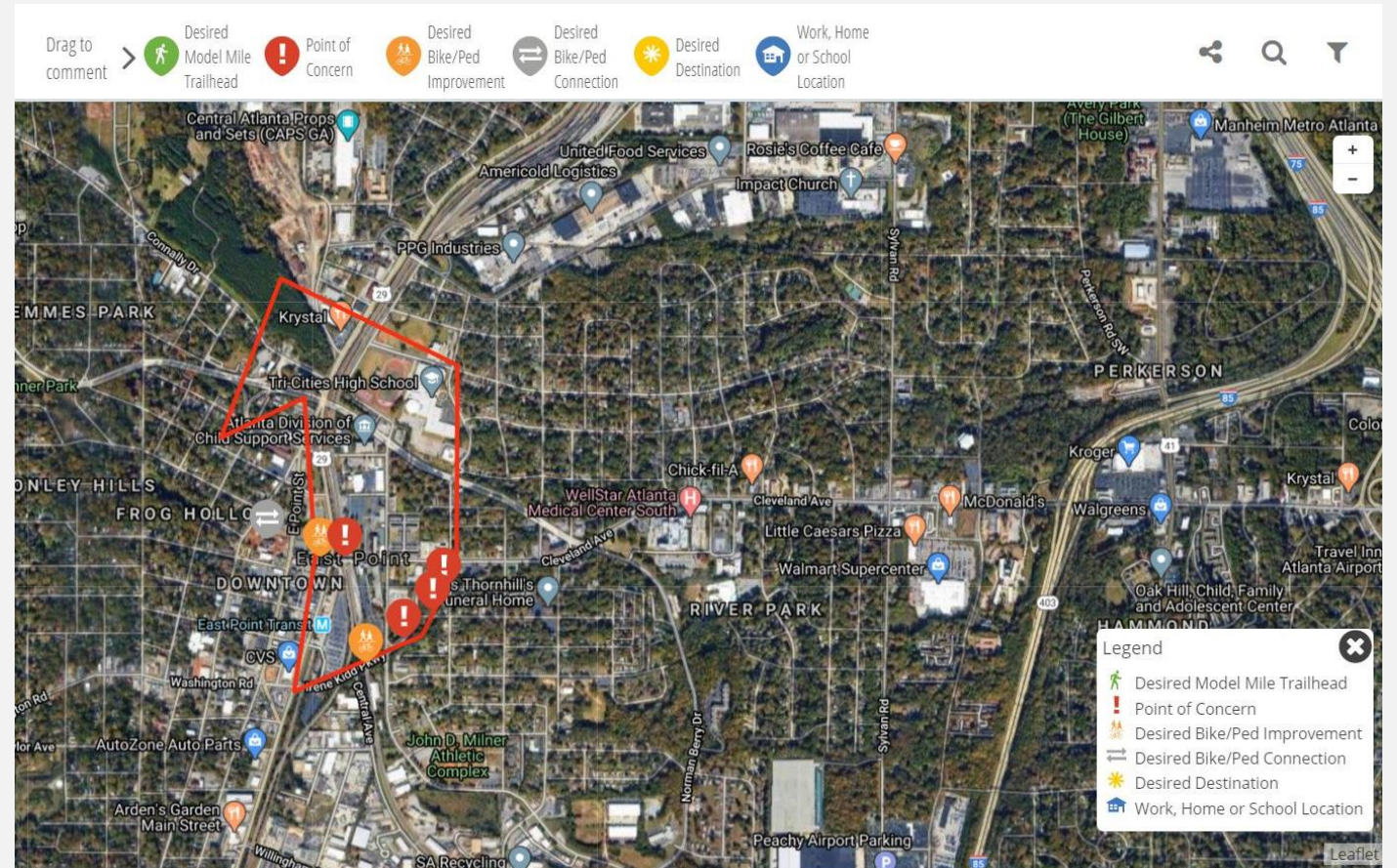
Core Team Meetings (2)

Public Meetings (2)

Charrette (1)

Transportation Coordination Meeting  
(1)

Elected Official Briefings



# Campbellton: Timeline

## May – Nov: Public Input

- Social Pinpoint
- Stakeholder Interviews
- Core Team Meetings
- Public Meetings
- Charrette
- Elected Official Briefings

## Sept - Nov: Council Meetings

- Submit Draft Document for review
- Submit Final Document for adoption

**4/15 Project kick-off**

## May - Nov: Concept Plan

- Initial Analysis
- Incorporate Feedback from Public Input
- Iterative Process

## Nov – Dec: Submit Final Deliverables

- Final Master Plan + Implementation Plan
- Electronic and print copies

## April - June: Existing Conditions Assessment

- Initial Market Analysis + Case Studies
- Ground Truthing
- Analysis Mapping
- Historic Research





**CITY OF SOUTH FULTON**

**COUNCIL AGENDA ITEM**

**COUNCIL WORK SESSION**



**SUBJECT:** Council Discussion on Regional Connected Vehicle Program

**DATE OF MEETING:** 5/26/2020

**DEPARTMENT:** City Manager

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**ATTACHMENTS:**

Description	Type	Upload Date
Regional Connected Vehicle Program	Cover Memo	5/20/2020



May 11, 2020

I am writing you today regarding the Regional Connected Vehicle Program led by the Georgia Department of Transportation. The initial phase of this program, referred to as CV-1K, aims to deploy at 1,000 contiguous intersections across the region which includes intersections in the cities of East Point, College Park, Hapeville and the City of South Fulton.

Please accept this letter as verification that the Aerotropolis Atlanta Community Improvement Districts (AACIDs) (Jurisdiction) will contribute \$20,400 of the \$112,000 total, towards the local match for the Regional Connect Vehicle Program in our respective jurisdictions noted above. This funding is budgeted in the FY 2020 annual budget. This equates to a 20% match for each jurisdiction.

This regional program will advance metro Atlanta's credibility regarding transportation technology and foster opportunities for future innovative technology solutions. We have identified 56 intersections around the airport that would provide direct connectivity from the Aerotropolis Atlanta area and the ATL to the City of Atlanta and extend north of metro Atlanta. These include all entrance and exit points at the airport, major thoroughfares and access to activity centers.

If you have any questions regarding the Aerotropolis Atlanta commitment or the 56 identified signals, please do not hesitate to contact me at [gmcldowell@aerocids.com](mailto:gmcldowell@aerocids.com) or 404-349-2211.

We look forward to this ongoing partnership and future success.

Sincerely,

Gerald McDowell  
Executive Director  
Aerotropolis Atlanta CIDs

# Regional Connected Vehicle Program

## Project Overview

The Atlanta metro region is already home to one of the largest connected vehicle technology deployments in the United States. The Regional Connected Vehicle Program seeks to build on that success by deploying interoperable connected vehicle infrastructure at signalized intersections and other feasible locations throughout the metro Atlanta region. The program will provide for the necessary infrastructure configuration, deployment, and support over several years with participating local governments. As a multi-phase deployment, the program will initially deploy devices in the field as budget and resources dictate. The initial phase aims to deploy at 1,000 contiguous intersections across the region.

The program will use both proven and brand-new technologies operating within the 5.9 GHz safety spectrum to deliver safety and mobility-based applications to public and private users. It will also facilitate the support needed to configure, operate, and maintain connected vehicle infrastructures in partnership with local maintaining agencies. A turnkey services agreement will facilitate all facets of deployment, including project management, device procurement, device testing, configuration, licensing, deployment, testing, validation, and application development. Local governments are encouraged to review available applications to help determine which will be included in the contract. These applications will then be made available to all participating local governments but will not be required in order to facilitate context-sensitive applications and best balance local needs.

## Technology

The program will focus on deploying Dedicated Short Range Communications (DSRC) protocol based devices as well as LTE point-to-point communications protocol based devices (C-V2X). Though “Dual Mode” technologies are currently being researched to allow these technologies to operate within the same frequencies, the program will also consider conventional “either/or” technology. All devices and technologies deployed shall operate in a manner that is consistent with national standards. Regional and national interoperability is paramount for this and any connected vehicle deployment.

There have been tremendous investments in transportation technology infrastructure in the past decade across the region, including the deployment of “connected vehicle ready” signal controllers, software, and communications. Deployments of additional technology should leverage that investment as much as possible.

## Applications

Though the list of applications that are possible from connected vehicle technologies is long, the following vehicle to infrastructure applications are targeted as a priority for deployment at scale through this program:

1. Intersection based applications
  - a. Signal phasing and timing broadcast
  - b. MAP message broadcast

- c. Emergency vehicle preemption
  - d. Transit signal priority
  - e. Freight signal priority
- 2. Non-intersection based applications
  - a. Traveler information messages

## Interoperability

The program will deploy technologies and applications that are interoperable with existing connected vehicle regional deployments. All technologies must comply with national standards and will require extensive validation for conformity and accuracy of data transmitted. Cybersecurity and verification of user-side data must be interoperable with existing regional security deployments and national credentialing systems.

## Project Scope

The project will employ a turn-key approach to the deployment of connected vehicle technologies at signalized intersections in the metro Atlanta region. The project will be multi-phased with the intention of further deployments in future fiscal years as participation and funding allows. The initial phase will include the local governments and intersections as listed in **Exhibit A – List of Municipalities and Intersections**.

The project will consist of the procurement of radios, their licensing with appropriate state and federal agencies and authorities, their configuration for operation, their installation, testing and validation of messages, and associated application demonstrations.

## Turn-key Project Elements

The following items are considered to be the turn-key project elements to be delivered through services and equipment procured as a part of this project:

1. Project Management
  - a. Kick-off meeting
    - i. A kick-off meeting shall occur no later than fifteen (15) business days after contract effective date. The Offeror shall attend a kick-off meeting to be held at 935 United Avenue, Building 24, Atlanta, GA 30316 with the Department Project Manager (DPM), DOT representatives, and others to ensure that all parties have a common understanding of the contract requirements and Department expectations. The Offeror shall bring its key personnel (project manager, relevant key team leads) to this meeting and the Department Project Manager will arrange the location, the agenda, and the list of other attendees.
  - b. Project schedule
    - i. The Offeror shall submit, to the Department, a project schedule within 30 days after the effective date of the contract. The schedule shall include at a minimum, the major deliverables and milestones. Every 30 days thereafter, the Offeror shall update the schedule to show the percent complete of every major deliverable, and submit to the Department. Any changes to due dates must be approved by the Department's Project Manager (DPM).

The Project Schedule shall be updated monthly. The Project Schedule shall describe the following:

1. Name of the work activity
2. Expected start and end dates
3. Name of the individual with the primary responsibility for accomplishing the work
4. Dependencies with other work activities in the Project Schedule
5. All deliverables, procurements, or milestones resulting from the work activity

The project schedule shall be delivered in draft to the DPM. After receiving the DPM's comments and resolving them, the Offeror shall provide the "final" version of the project schedule and management plan and its related documents. The Department must accept and approve all comment resolutions before the revised document is considered final.

c. Routine coordination, status meetings, and reporting

- i. The Offeror will be responsible for providing monthly reports of the progress of the project deployment (submittal with invoicing is acceptable), including milestone dates, and how the deployment team will meet these goals. The reports shall be in format as directed by the Department and, at a minimum, include the following items:

1. A clear account of the work performed under each task during the reporting period.
2. An outline of the work to be accomplished during the next reporting period.
3. A description of any problem encountered or anticipated that will affect the completion of any work within the timeframe set, together with recommended solutions to such problems; or, a statement that no problems were encountered.
4. Financial updates of budgets and delivery progress.

The Department may require the Offeror to provide the progress report information in an electronic medium and/or enter the progress report information directly in the electronic system.

- ii. The Offeror shall conduct at minimum, monthly status meetings with the project team.

2. Device procurement

a. Roadside equipment

The offeror shall be responsible for the selection, procurement, and installation of roadside equipment. A "dual mode" device is not required, but preferred. Roadside equipment shall be capable of broadcasting in both dedicated short range communications (DSRC) and cellular-vehicle to everything (C-V2X) protocols as defined by the following standards:

1. DSRC
  - a. Broadcast frequency in the 5.860GHz – 5.920GHz spectrum.

- b. Capable of broadcasting on radio channels 172, 174, 176, 178, 180, 182, and 184.
  - c. Channel bandwidth of 10MHz.
  - d. Transmit power of 20dBm (typical) (BW 10MHz mode)(CFR 47 Part 90 Class C)
  - e. Conforms to the following standards as applicable:
    - i. IEEE 802.11p
    - ii. IEEE 1609.2, 1609.3, 1609.4
    - iii. USDOT RSU 4.1
  - f. Broadcasts messages conforming to the following standard formats:
    - i. SAE J2735\_201603
    - ii. SAE J2945/1
  - g. Device must be OmniAir certified.
2. C-V2X
- a. Broadcast frequency in the 5.860GHz – 5.920GHz spectrum (LTE B47).
  - b. Capable of broadcasting on radio channels 172, 174, 176, 178, 180, 182, and 184.
  - c. Channel bandwidth of 10MHz (PC5 sidelink).
  - d. Transmit power of 20dBm (typical) (power class 3)
  - e. Conforms to the following standards as applicable:
    - i. 3GPP C-V2X Rel. 14
    - ii. IEEE 1609.2, 1609.3,
    - iii. USDOT RSU 4.1
  - f. Broadcasts messages conforming to the following standard formats:
    - i. SAE J2735\_201603
    - ii. SAE J2945/1
  - g. Device manufacturer must be familiar with OmniAir certification and have intentions to certify when C-V2X certification is available.

Communications technologies and associated products are limited to that which does not require a fee for service. No proprietary communications technology shall be considered which precludes use of open system architecture and stands and prohibits competitive procurement of the technology for deployment and implementation. Technology not in a field testable status, but still in a laboratory environment where research reports indicate potential performance will not be considered. Specific manufacturer's names and associated equipment models must be stated.

GDOT IT shall review all network interface components prior to installation and activation of access points. Demonstration and security certification may be required by GDOT prior to acceptance and deployment.

b. Traffic Signal Cabinet Equipment

- i. GDOT shall provide at no cost a software resource (MaxTime – CV) for seamless integration into existing Intelight traffic signal controller software (MaxTime). Output from this software is acceptable for a roadside unit to operate in an immediate forward state and fulfill the requirements of this proposal. The offeror will be responsible for ensuring integration with the Intelight MaxTime – CV application with their proposed roadside equipment. Additional configuration and integration will be required for jurisdictions that do not have Intelight MaxTime deployed at their traffic signals and shall be the responsibility of the offeror to complete.
- ii. Any additional cabinet equipment required for the successful operation to the requirements of this proposal must take into consideration the physical space and power requirements of the traffic signal cabinet. No adverse effects on the operation of the traffic signal shall be permitted. Any additional hardware or components shall not produce any excess heat or interrupt in the heat venting of the signal cabinet. Any additional hardware shall not have any direct connection to the signal controller or traffic signal cabinet outputs.

c. Security and networking

- i. Any equipment procured through this project shall in no way connect to an outside network, such as a cloud service. All network traffic must be through the primary network connection of the local agency owner, or GDOT network. For security credentialing purposes, it should be assumed that communications for renewed certificates will occur through a centralized proxy by GDOT or the owner agency.
- ii. Devices and components procured through this project shall be accessible via SSH from the local agency owner for centralized device management and firmware updates.
- iii. Devices and components procured through this project shall be capable of SNMP monitoring.

3. FCC licensing

a. Standard licensing for dedication short range communications.

- i. The offeror will be responsible for all field survey work, paperwork, and submittal of documentation for licensing of roadside equipment with the Federal Communications Commission. All licensing will be completed under existing umbrella licensing for GDOT.

b. Experimental licensing for cellular vehicle to everything usage.

- i. The offeror will be responsible for all field survey work, paperwork, and submittal of documentation for licensing of roadside equipment with the Federal Communications Commission. All licensing will be completed under existing umbrella licensing for GDOT. Any additional research and reporting that is

required as part of the experimental licensure will be the responsibility of the offeror.

4. Device testing and configuration
  - a. Device testing for conformance to specifications.
  - b. Standard configuration of roadside equipment prior to deployment.
    - i. Roadside equipment shall be required to be capable of standard configuration and setup with a preference to an automated process. Options and features must be capable of being enabled or disabled through a user interface on the roadside equipment.
    - ii. Offeror shall be responsible for all configuration of roadside equipment prior to deployment.
  - c. Identifying, provisioning, and assigning IP addresses for radios
    - i. Offeror will be responsible for obtaining and assigning static IP addresses for all roadside equipment. Coordination with GDOT IT, GDOT Regional Traffic Operations Program, and Local Government IT for appropriate IP addressing is required.
  - d. Ensuring appropriate network provisions for remote access and management of roadside infrastructure by GDOT and local governments
    - i. Offeror will be responsible for coordinating with local governments to ensure that all roadside equipment is capable of remote management and remote firmware updates from a central location. Preference is for connections from GDOT's network, but at a minimum, devices must be accessible from a local governments network.
  - e. Coordination with GDOT IT and local government IT.
    - i. Offeror shall be responsible for routine communication and coordination with GDOT IT and local government IT.
  - f. Application of security credentialing certificates and appropriate enrollment for interoperability with GDOT specified credentialing services.
    - i. Roadside equipment shall be capable of CAMP Application Certificate Provisioning process and the RSE Bootstrapping process.
5. MAP message creation
  - a. The offeror shall be responsible for the creation of MAP messages for all intersections. At minimum the MAP must meet the technical output requirements as those produced by the USDOT ISD tool (<https://webapp2.connectedvcs.com/>). Format must be provided in UPER ASN.1 hex string.
6. Device deployment
  - a. Offeror shall be responsible for the deployment of all roadside equipment. Prior to deployment, the offeror will be responsible for submitting the following information:
    - i. Installation plan
    - ii. Traffic control plan
    - iii. Installation schedule
7. Validation and testing
  - a. The offeror shall, at a minimum, demonstrate support for the following connected vehicle applications:

- i. Signal Phasing and Timing (SPaT): application which provides information from the traffic signal controller to an on-board unit inside of a vehicle via a roadside unit in a SAE J2735\_201603 format at a rate of 10 Hz. A properly formatted MAP message must also be broadcast at a rate of 1 Hz. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - ii. Vehicle Preemption and Priority: application which provides a request for either traffic signal preemption or traffic signal priority over an SSM/SRM message format. Successful completion of this requirement will demonstrate a traffic signal controller being able to receive a request directly from an on-board unit inside a vehicle for both preemption and priority, depending on the vehicle type classification. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - iii. Traveler Information Message (TIM): application provides alerts from a central or local source to appear within vehicles equipped with on-board equipment. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - iv. Basic Safety Message (BSM): system must demonstrate the ability to receive a BSM from an equipped vehicle and transport it over the network to a specified location. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
- b. The offeror shall provide for the means to develop, implement, and fine tune emergency vehicle preemption and transit signal priority programming on traffic signal controllers. Coordination with local governments, transit operators, and emergency service providers will be required in order to facilitate appropriate routes and programming that fit the needs of the local agency. Post-implementation monitoring for performance will be required to ensure that preferential treatments do not overly impact the operations of the associated intersections and/or corridors.
- c. The offeror shall develop and application deployment plan and submit for approval. The application deployment plan shall detail how the offeror intends to meet and validate all compliance with specified applications.
- d. The offeror shall demonstrate, test, and validate the following specific elements related to SPaT and MAP:
  - i. Broadcast elements including, at a minimum:
    - 1. Broadcast/reception of both Map and SPaT messages for each intersection
    - 2. Transmit rate of each message type
    - 3. Properly formatted, J2735-compliant messages
    - 4. Identifying ingress lanes that include a "ConnectsTo" but the egress lane is not defined (or is not defined as an egress)
    - 5. Identifying ingress lanes that do not include a ConnectsTo
    - 6. Identifying ingress lanes that do not include a signal phase/approachId
    - 7. Incorrect or missing ingress/egress definitions for each approach
    - 8. Overlap/underlap of lanes and widths
    - 9. Incorrect 'ConnectsTo' lanes

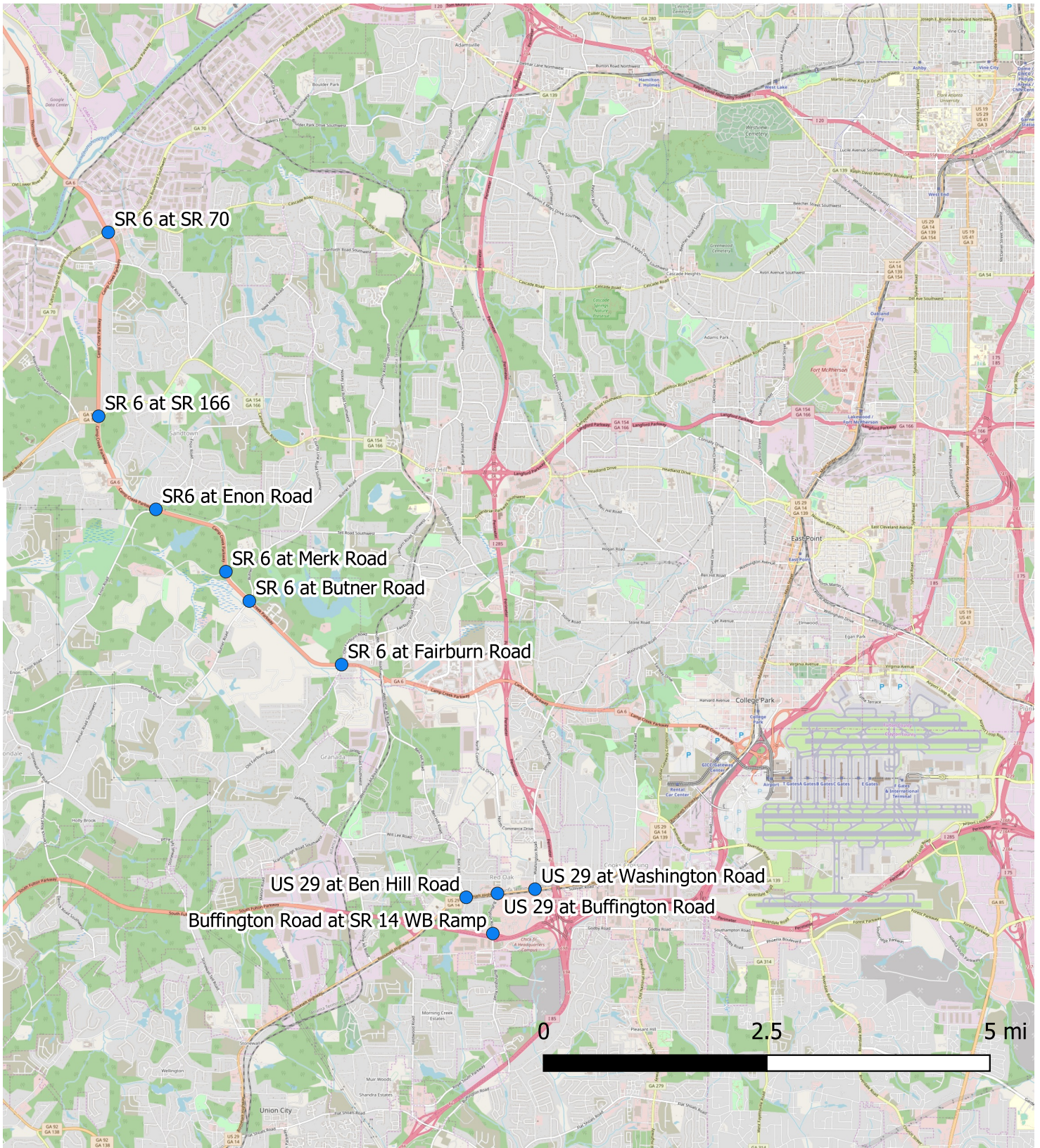
- 10. General layout and structure of lane paths/geometries/number of lanes
  - 11. GPS offsets in the Map definitions
  - 12. Signal phases being reported as “dark” or “unavailable”
  - 13. Correctness of the time remaining values
  - 14. Inconsistency of the reported minTime and maxTime (ie. min greater than max, etc)
  - 15. Unexpected changes in minTime and maxTime
  - 16. Accuracy of the reported phase vs the actual physical signal head
  - ii. Properly formatted SAE J2735\_201603 compliant messages received from radio broadcasts ten times per second with all mandatory fields correctly populated.
  - iii. MAP message validation and accuracy.
  - iv. Correct phase state indication for all signal phase movements.
  - v. SPaT components are reported correctly (e.g. minTime, maxTime, likelyTime, confidence).
  - vi. Interoperability with existing GDOT infrastructure, including on-board equipment deployments and applications.
8. Maintenance
- a. Offeror shall include at minimum one year of device maintenance. Maintenance can be assumed to be defined as:
    - i. 24 hour minimum acknowledgement of reported issue by local agency owner.
    - ii. 72 hour response time to diagnose device.
    - iii. Replacement of devices if deemed faulted at no cost to local agency, including the removal and reinstallation of the device.
    - iv. Troubleshooting of all issues related to correct operation of device.
    - v. Firmware and security updates provided by device manufacturer.
  - b. Additional years of maintenance through the life of the contract shall be offered as part of additional services, but not included as part of the cost evaluation.
9. Training (?)

### Multiphase Deployment Support

The initial deployment will consist of jurisdictions and intersections listed within **Exhibit A – List of Municipalities and Intersections**. It is the intention of the department, and its partners, to facilitate and fund future phase deployments as agreements and funding become available. The offeror shall provide proposals and cost structures to enable indefinite delivery/indefinite quantity of future phases of the initial project scope. The expanded deployment is contingent upon acceptable results and performance from the initial deployment, as well as continued Federal support for the technology.

Additional services may also be proposed by offeror outside of provided line items. All additional services will not be evaluated on a qualifications or cost basis for award and are simply provided for possible contractual execution in the future, if needed.

# CV-1K Intersections in South Fulton



## ESTIMATED COST BREAKDOWN

Jurisdiction	Intersections	GDOT (80%)	City Contribution (16%)	CIDs Contribution (4%)	Total Cost
City of South Fulton	10	\$ 80,000	\$ 16,000	\$ 4,000	\$ 100,000
City of East Point	21	\$ 168,000	\$ 33,600	\$ 8,400	\$ 210,000
City of College Park	18	\$ 144,000	\$ 28,800	\$ 7,200	\$ 180,000
City of Hapeville	7	\$ 56,000	\$ 11,200	\$ 2,800	\$ 70,000
<b>Total Cost:</b>		<b>\$ 448,000</b>	<b>\$ 89,600</b>	<b>\$ 22,400</b>	<b>\$ 560,000</b>

## **AGREEMENT**

**By and Between**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**And**

**CITY OF SOUTH FULTON  
for**

**PROJECT IDENTIFICATION (“PI”) NO. \_\_\_\_\_,  
ATLANTA REGIONAL CONNECTED VEHICLE PROGRAM - FY 2020**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (“DEPARTMENT”), and the **CITY OF SOUTH FULTON**, a body corporate and politic of the State of Georgia, acting by and through its Board of Commissioners (“LOCAL GOVERNMENT”), hereinafter sometimes individually referred to as “Party”, or collectively referred to as the “Parties”.

**WHEREAS**, the LOCAL GOVERNMENT desires to improve certain transportation facilities as part of the Atlanta Regional Commission’s Regional Connected Vehicle Deployment Program; and

**WHEREAS**, the Regional Connected Vehicle Deployment Program is part of the Atlanta Regional Commission’s transportation planning priorities as set forth in its approved Transportation Improvement Program, which is funded in part by federal funds pursuant to 23 U.S.C. § 450.308; and

**WHEREAS**, the purpose of the Regional Connected Vehicle Deployment Program is to develop a regional data exchange platform involving the deployment of current and pioneering traffic sensor/detection technology in targeted areas throughout Metropolitan Atlanta; and

**WHEREAS**, the Regional Connected Vehicle Deployment Program will have a profound impact on the enhancement of transportation safety and mobility in the State of Georgia through the expanded use of connected vehicle technologies; and,

**WHEREAS**, the DEPARTMENT has been designated by the Atlanta Regional Commission to serve as the administrator for the Regional Connected Vehicle Deployment Program; and

**WHEREAS**, the LOCAL GOVERNMENT’s desired transportation facility improvement project has been approved for implementation as part of the Regional Connected Vehicle Deployment Program, and assigned the DEPARTMENT Project Identification (“PI”) Number, 0017134; and,

**WHEREAS**, the project, PI #0017134, shall consist of a pre-deployment phase, deployment phase and one (1) year post-deployment maintenance phase (hereinafter each project phase collectively referred to as the “PROJECT”); and

**WHEREAS**, as a condition of said approval, the LOCAL GOVERNMENT must contribute local funding toward the deployment phase of the PROJECT as further described in this Agreement; and,

**WHEREAS**, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed funding in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the deployment phase of the PROJECT and that said funding commitment shall be sponsored by **AIRPORT WEST CID**, and the DEPARTMENT has relied upon such representation.

**NOW THEREFORE**, the DEPARTMENT and the LOCAL GOVERNMENT, governmental entities of the State of Georgia, pursuant to the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of 1983 and O.C.G.A. §§ 32-2-2, 32-2-60 and 32-4-42(1), are authorized to enter into this Agreement, and in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree as follows:

- A. **Preamble and Recitals.** The Preamble and Recitals hereto are a part of this Agreement and are incorporated herein by reference.
- B. **DEPARTMENT Responsibilities.** The DEPARTMENT shall:
  - 1. Be responsible for all pre-deployment activities associated with the PROJECT, which shall include:
    - a. Any pre-deployment engineering (design) activities; and,
    - b. All solicitation activities associated with the selection of a contractor to conduct the work for the deployment phase and post-deployment maintenance phase of the PROJECT, which shall include development and advertisement of the solicitation, and awarding and executing the contract for the deployment phase of the PROJECT.
  - 2. Manage the resulting contract and provide oversight during the deployment and post-deployment maintenance phases of the PROJECT.
  - 3. Reserve the right to review and exercise its approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.
  - 4. Reserve the right to notify the LOCAL GOVERNMENT of any damage to the PROJECT equipment installed, and to require the repair or removal of such equipment in accordance with the applicable equipment warranty, where deemed necessary by the DEPARTMENT for safety, or any other concerns. The DEPARTMENT reserves the right to address any maintenance or other issues which present an immediate threat to the safety of the traveling public, or to the property of the DEPARTMENT or that of third parties.
- C. **LOCAL GOVERNMENT Responsibilities.** The LOCAL GOVERNMENT shall:
  - 1. Provide funding for the deployment phase of the PROJECT, which shall represent the LOCAL GOVERNMENT's local match for the PROJECT, pursuant to Section E of this Agreement, *Compensation and Payment*.
  - 2. Coordinate activities with the selected contractor to ensure timely completion of the deployment phase of the PROJECT with minimal impact to the traveling public.
  - 3. Notify the DEPARTMENT when the deployment phase of the PROJECT is completed and, prior to the DEPARTMENT's inspection and final acceptance, submit to the DEPARTMENT

written documentation of its acceptance of the deployment phase work and certification that the PROJECT work in the deployment phase has been completed in accordance with the applicable standards and specifications.

4. Upon completion and final acceptance of the deployment phase work, assume all of the duties, liabilities and obligations with respect to the installed PROJECT equipment. The LOCAL GOVERNMENT agrees to execute any subsequent documentation required by the DEPARTMENT to effectuate this.
5. At the conclusion of the one (1) year post-deployment maintenance phase of the PROJECT, assume full responsibility for and bear all costs and liability associated with the ongoing operation, management and maintenance of any and all equipment installed by the contractor within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all components and technology constructed and installed as part of this PROJECT. All maintenance responsibilities of the LOCAL GOVERNMENT shall be performed consistent with DEPARTMENT standards. In the event the LOCAL GOVERNMENT desires that its ongoing operation, management and maintenance responsibilities be performed by a third-party ("Contractor"), the LOCAL GOVERNMENT and the Contractor shall enter into a separate agreement. Further, the LOCAL GOVERNMENT agrees and shall ensure that the Contractor is prequalified by the DEPARTMENT.
6. Obtain prior written consent from the DEPARTMENT should it want to alter, modify, or remove the PROJECT equipment in whole, or any part, component, or accessory thereof.
7. Understand and agree that any deployment activities outside the PROJECT limits will be the subject of another agreement between the DEPARTMENT and the LOCAL GOVERNMENT.

**D. Responsibility for Claims and Liability.**

1. To the extent allowed by law, the LOCAL GOVERNMENT hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with, or resulting from the performance of the PROJECT work under this Agreement, except to the extent caused by the sole negligence of the Indemnitees.
2. The indemnification obligation set forth herein survives termination of this Agreement.

**E. Compensation and Payment.**

1. It is understood and agreed that the LOCAL GOVERNMENT shall provide a local match for the deployment phase of the PROJECT in the estimated amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)**.
2. The LOCAL GOVERNMENT shall remit a lump sum payment to the DEPARTMENT within forty-five (45) days following execution of this Agreement.

- F. **Time is of the Essence.** The Parties hereby acknowledge that Time is of the Essence for the PROJECT. It is agreed that both Parties shall adhere to the PROJECT schedule that will be developed upon selection of the contractor to conduct the work activities associated with the PROJECT's deployment and post-deployment maintenance phases. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change.
- G. **Commencement Date; Term; Time Extension.**
1. The responsibilities set out in this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter, unless earlier terminated or otherwise extended by mutual agreement by the Parties. The Parties agree that the DEPARTMENT has two (2) options to renew this Agreement for additional terms of up to one (1) year.
  2. Time Extension. This Agreement may be extended by mutual consent of the Parties. However, such an extension shall not be valid without a written amendment to this Agreement approved and executed by both Parties.
- H. **Termination.** The Parties reserve the right to terminate this Agreement for convenience upon thirty (30) days advance written notice to the other party. If the DEPARTMENT terminates the Agreement prior to its expiration, the DEPARTMENT will reimburse the LOCAL GOVERNMENT the full amount of the local match payment remitted that is set forth in Section E of this Agreement, *Compensation and Payment*, less the amount expended for any work performed through the effective date of the termination based upon the percentage of work completed. This reimbursement obligation shall survive termination.
- I. **Publication and Publicity**
1. In the event, the Parties wish to develop talking points to guide the discourse in the public and in the media regarding the PROJECT and so as to ensure that the same message and information is being relayed to the public by all Parties, the Parties will work together and in cooperation with the Atlanta Regional Commission to develop such talking points regarding the PROJECT to be used in any and all press releases, presentations, interviews, social media posts, website posts, publications, articles, papers, bulletins, data, statistics, interim or final reports, oral transmittals or any other materials addressing the PROJECT ("Public Statements"). It is the intention of the Parties that this should apply only to official publicity surrounding the PROJECT. Neither Party, nor those entities to whom responsibilities may be delegated under this Agreement, shall make any Public Statements regarding this PROJECT until such talking points have been agreed upon by the Parties.
  2. Should the release of information relating to the PROJECT be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et. seq.*, the restrictions in Section I(1) shall not apply. Any request for information directed to the LOCAL GOVERNMENT, or to those entities to whom the LOCAL GOVERNMENT may delegate responsibilities under this Agreement, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT or those entities in the performance of PROJECT activities shall be released pursuant to provisions of the Georgia Open Records Act. Further, when specifically requested by the DEPARTMENT, and to the extent reasonably possible in light of the deadlines for responding to Open Records Act requests, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents. For avoidance of doubt, the Parties each reserve its rights under the Georgia Open Records Act to withhold, or cause to be withheld, certain documents from public disclosure.

under O.C.G.A. Section 50-18-72, including pursuant to the provisions set forth in O.C.G.A. Section 50-18-72(a)(34) and (35) regarding trade secrets and proprietary information.

- J. **Amendments.** Any and all modifications to this Agreement shall be in writing and signed by both Parties. The Parties shall execute extension(s) of time, or changes to budget or scope in writing with the same formality as the execution of the original Agreement.
- K. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or facsimile transmission, immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation  
600 W. Peachtree Street, NW  
Atlanta, Georgia 30308  
ATTN: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

If to the LOCAL GOVERNMENT: \_\_\_\_\_  
ATTN: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

- L. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.
- M. **Certifications by the LOCAL GOVERNMENT.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of the LOCAL GOVERNMENT, that:
1. It is currently and shall continue to be in compliance with the provisions of the Service Delivery Strategy law (O.C.G.A. Sec. 36-70-20 et seq.), as amended, for the duration of this Agreement.
  2. It has read and understands the regulations for State Audit Requirements and will comply in full with said provisions of O.C.G.A. § 36-81-7 throughout the Agreement period.
  3. The provisions of O.C.G.A. § 13-10-91, relating to the "Georgia Security and Immigration Compliance Act" have been complied with in full as stated in Appendix A, "Georgia Security and Immigration Compliance Act Affidavit".
  4. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia

Annotated relating to the Drug-Free Workplace Act set forth in Appendix B, “Certification of Local Government: Drug-Free Workplace”, have been complied with in full.

5. It shall comply with the State of Georgia’s Sexual Harassment Prevention Policy as described further in Appendix C.
6. The LOCAL GOVERNMENT acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.

N. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A – Georgia Security and Immigration Compliance Act Affidavit  
Appendix B – Certification of Local Government Drug-Free Workplace  
Appendix C – Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy

O. **Miscellaneous.**

1. **Assignment.** This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. **Interpretation.** The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party’s benefit, or the party enjoyed a superior bargaining position.
4. **No Third-Party Beneficiaries.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. **Risk Allocation.** Each party shall conduct its own functions under this Agreement in accord with state law at its sole cost, risk and responsibility.
6. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
7. **Governing Law.** This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.

8. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either PARTY's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
9. Title VI and E-verify Compliance. In performance of this Agreement, each party shall comply with applicable Title VI and E-verify requirements.
10. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
11. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
12. Authority/Signature. The individual signing this Agreement on behalf of each Party represents that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
13. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

*[Signatures on the following page.]*

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**[ENTER NAME OF LOCAL GOVERNMENT]**

BY: \_\_\_\_\_ (Seal)  
Commissioner

BY: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Treasurer

Signed, sealed and delivered this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_, in the presence  
of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

This Agreement approved by LOCAL GOVERNMENT,  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

ATTEST: \_\_\_\_\_

FEIN: \_\_\_\_\_

**APPENDIX "A"**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_

Contract No. and Name: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contracting Entity

**I hereby declare under penalty of perjury that the  
Foregoing is true and correct.**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent)

\_\_\_\_\_  
Title (of Authorized Officer or Agent)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## APPENDIX "B"

### CERTIFICATION OF LOCAL GOVERNMENT

#### DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ and also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each consultant, subconsultant, contractor, and subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that their employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from each consultant, subconsultant, contractor, and subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## APPENDIX “C”

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA’S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a section) <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link

<https://www.youtube.com/embed/NjVt0DDnc2s7reN0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_



**CITY OF SOUTH FULTON**

**COUNCIL AGENDA ITEM**

**COUNCIL WORK SESSION**



**SUBJECT:** Council Discussion on Tax Allocation District

**DATE OF MEETING:** 5/26/2020

**DEPARTMENT:** City Manager

---

**ATTACHMENTS:**

Description	Type	Upload Date
Tax Allocation District	Cover Memo	5/20/2020

# GOVERNMENT OF THE CITY OF SOUTH FULTON

## Office of the City Manager

WILLIAM “BILL” EDWARDS  
MAYOR



ODIE DONALD II  
CITY MANAGER

## MEMORANDUM

**TO:** Honorable Mayor William “Bill” Edwards & City Council Members

**FROM:** Odie Donald II   
City Manager

**DATE:** May 19, 2020

**SUBJECT:** Tax Allocation District/Bleakly Advisory Group

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### Background

In November of 2019, voters in the City of South Fulton approved the use of Tax Allocations Districts (TAD's) in the City. In order for the City of South Fulton to establish a TAD, state law requires the City to create a redevelopment plan to address how funds generated from the TAD will be utilized.

### Tax Allocation Districts (TAD's)

Tax allocation district financing works by capturing the incremental tax revenues gained from new private development within a specific geographic area. These funds are then pledged to either the retirement of debt issued by a sponsoring city, county, or redevelopment agency or to funding improvements on a pay-as-you-go basis.

Over \$500 million in TAD bonds have been issued in the State of Georgia. TAD's are operational in Atlanta (10), Smyrna, Gainesville, Acworth, Albany, Macon, Augusta, Savannah, Gwinnett County (5) East Point (2), Marietta, Bulloch County (Statesboro), Clayton County, Duluth, and many other Georgia cities and counties. Nationally all 50 states and the District of Columbia have some form of tax increment financing, which we call TADs in Georgia. TAD/TIF's are the most widely used redevelopment tool in the nation with a long and successful track record.

### Bleakly Advisory Group

Bleakly Advisory Group is the region's leading specialist in Tax Allocation District financing. The Firm has helped municipalities establish and manage over 50 TADs across Georgia.

Bleakly is the regional leader in all aspects of the TAD process, including: Scoping and feasibility; Preparation of TAD redevelopment plans; Negotiation and approvals with City Councils, County Commissions and School Boards; establishment of TAD policy and procedure guidelines; and Evaluation of TAD funding applications.

Bleakly also works with developers, landowners, public and private agencies to negotiate and administer project-specific TAD financing.

Projects Bleakly provided services to include: Alpharetta Downtown, Georgia Aquarium, Atlanta Hawks & Emory University Medical Complex, The Atlanta Braves Battery development, The Assembly in the City of Doraville and the Atlanta Braves mixed-use housing project.

### **Proposal from Bleakly Advisory Group**

Scope of Work to be conducted by Bleakly

Task 1: Preliminary Analysis of TAD Options

- a) Identify Local Redevelopment Priorities
- b) Evaluate Potential Redevelopment Areas and TAD Boundaries

Task 1 Deliverable: Summarize the financial analysis/forecast of potential redevelopment projects, their potential to generate TAD proceeds, proposed TAD boundaries, and redevelopment strategies, in a detailed report in PowerPoint format.

Task 2: Prepare Redevelopment Plan(s)

- a) Finalize Redevelopment Strategy
- b) Prepare the TAD Redevelopment Plan document to implement the preferred strategy
- c) Public Hearings/Meetings

Task 3: Assistance in Negotiating County and School Board Consent (As Needed)

- a) Present the Redevelopment Plan(s) to Fulton County and School Board for consent.

Task 4: Implementation Assistance – As Needed

### **Proposed Schedule and Cost Proposal**

<b>TAD Analysis and Planning Tasks</b>	<b>Period of Performance</b>	<b>Fee</b>
1. Analysis of TAD Options	4 to 6 weeks	\$9,850
2. Prepare One (1) Redevelopment Plan	6 to 8 weeks	\$16,250
3. Assistance in Negotiating (as needed)	TBD	up to \$5,000
4. Implementation Assistance (as needed)	TBD	TBD
<b>Tasks 1 &amp; 2 TOTAL</b>		<b>\$26,100</b>
<b>Tasks 1-3 TOTAL</b>		<b>\$31,100</b>

**Summary**

A comprehensive and accurate redevelopment plan is essential to the success of a TAD. To help the City of South Fulton develop a complete, accurate and competitive redevelopment plan, the Economic Development staff is recommending Bleakly Advisory Group be retained.

**Funding Source**

Funding for the TAD Redevelopment Plan is a budgeted expense in the Economic Development FY20 Budget.

Funding Line: 100-7520-52-12   Professional Services   Current Available: \$79,292.01

**Recommendation**

Request Council approval to enter into an agreement with Bleakly Advisory Group to assist the City of South Fulton with developing a redevelopment plan in an amount not to exceed \$40,000.

Should you need further information regarding this correspondence, please contact Christopher Pike at [christopher.pike@cityofsouthfultonga.gov](mailto:christopher.pike@cityofsouthfultonga.gov).



## Bleakly Advisory Group

February 27, 2020

City of South Fulton  
Christopher G. Pike, EDFP  
Director of Economic Development  
5440 Fulton Industrial Blvd, S.W., Suite A  
Atlanta, GA 30336

### PROPOSAL

Re: Tax Allocation District Analysis and Planning; City of South Fulton, Georgia

Dear Chris:

Thank you for reaching out to express your interest in having our firm help you assess the potential for using Tax Allocation Districts (TADs) as an economic development tool in the City of South Fulton. We would be pleased and honored to work with you and the City.

As we understand the situation, South Fulton voters approved the City's use of Georgia's redevelopment powers that allow for the creation of TADs. Further, you recently finished your Economic Development Strategic Plan that points out opportunity areas that could be candidates for TADs.

The short-term purpose of our work would be to conduct a preliminary analysis of identified areas where the use of redevelopment powers may be appropriate to (a) quantify financial investments and resulting public benefits that TADs may provide to those areas, (b) evaluate optimal TAD boundaries to accommodate these opportunities, and (c) outline the basis for a redevelopment strategy to justify the creation of TADs within the City of South Fulton.

Should the City Council decide to proceed in 2020 to create one or more TADs, we would be prepared to assist with all tasks through the completion, adoption, certification, and implementation of the Redevelopment Plan(s) that set up TADs. Descriptions of these later tasks are supplied mainly for information purposes. These tasks would be undertaken only if/when authorized. Associated fees would be valid through December 31, 2020. Our proposed scope of services is explained in more detail below:

### **SCOPE OF SERVICES**

#### ***Task 1: Preliminary Analysis of TAD Options***

- a) **Identify Local Redevelopment Priorities.** We assume that if we are retained, the City will designate a point of contact who will help us to identify, meet with and obtain information



from key local players in this process. Our first task will be to spend time in the City to meet with various public officials and private parties who have an interest in redevelopment. Our objective will be to gain an understanding of potential priority area(s) for the use of TADs, potential private investments that may benefit from the availability of this incentive, the expected timing of those investments, and the possible boundaries of one or more Tax Allocation Districts. We will also use this opportunity to finalize the early work schedule and obtain latest available GIS/tax parcel data.

b) **Evaluate Potential Redevelopment Areas and TAD Boundaries.** Based on the results of Task 1a, we will proceed to analyze specific areas of the City using GIS. Our proposed budget assumes that we could examine a maximum of three separate and distinct TAD “study areas” during in this first phase. (The budget can be adjusted if more areas are needed.) The scope of preliminary study will address the following:

- Determine whether the study area(s) meet the statutory qualifications to be designated as redevelopment area(s) in terms of demographic conditions, vacancy, disinvestment, inadequate infrastructure, and related criteria.
- Evaluate alternative boundaries for potential TAD(s) based on aggregations of tax parcels that capture identified redevelopment opportunities and needs, as well as future investments. With this information in hand, we will:
- Determine the current-year tax digest for potential TAD districts and the percentage of the City’s total tax digest they represent.
- Review existing plans for the study areas to determine the type of development, in terms of land use and density, that the City desires to encourage in the short- and long-term.
- Meet with a limited number of landowners, or proponents of projects that have already been identified, to “model” the amount of TAD proceeds that could be leveraged from redevelopment projects.
- Estimate the future assessed value likely to be created by these early identified projects, as well as potential long-term projects not yet identified, to forecast the proposed TAD(s) capacity to leverage financial incentives for redevelopment.
- Evaluate the potential uses/needs for TAD funding to support redevelopment, which comply with Georgia’s Redevelopment Powers Law.
- Quantify additional revenues these redevelopment projects could generate for the City’s funds that are not encumbered by the TAD special fund.

**Task 1 Deliverable:** We will summarize the financial analysis/forecast of potential redevelopment projects, their potential to generate TAD proceeds, proposed TAD boundaries, and redevelopment strategies, in a detailed report in Powerpoint format. We can meet with local officials to review these findings and refine boundaries based on local input. Our proposed budget assumes that we will attend up to two meetings in South Fulton to present findings, at venues determined by the City. The first



meeting(s) would be internal with City staff and/or property owners to explain and findings and adjust forecasts as needed based on input with those parties. A presentation could also be made to the City Council in a Council meeting, workshop session, or community forum setting. That presentation will also include general information on how TADs work, to respond to typical questions raised by the public during these types of efforts.

If at the end of this phase the City decides not to proceed further, this agreement will end and no additional work will be undertaken or invoiced beyond the first phase. If the City Council is interested in considering adoption of one or more Redevelopment Plans, you could authorize us to proceed to Phase 2.

**Task 2: Prepare Redevelopment Plan(s)**

- a) **Finalize Redevelopment Strategy.** Once the City Council decides to pursue the establishment one or more TADs, we would proceed to refine the district(s) boundaries and financial projections. We will prepare a redevelopment plan for the designated area(s).

Our proposed (base) budget assumes that we will draft one redevelopment plan that encompasses some or all priority sites analyzed during Phase 1. If the City's goals cannot be accomplished with the framework a single redevelopment plan, and the City Council chooses to pursue a strategy that requires drafting more than one plan/report, those additional costs will be quoted as an optional fee.

- b) **Prepare the TAD Redevelopment Plan document to implement the preferred strategy.** The central document required to create and operate a TAD is the redevelopment plan, as mandated by Georgia's Redevelopment Powers Law (O.C.G.A. 36-44-1). We will prepare a plan for the designated redevelopment area, which will be consistent with the requirements of Georgia's Redevelopment Powers Law. This redevelopment plan will draw extensively on the findings of Phase 1. The redevelopment plan will follow the same format used in dozens of adopted plans prepared by Bleakly Advisory Group, consisting of the following elements:

1. Executive Summary
2. Grounds for Exercising Redevelopment Powers
3. Summary of Site conditions
4. Plan Vision and Goal
5. Current Market Conditions
6. Proposed Redevelopment Projects
7. Contractual Relationships
8. Relocation Plans
9. Estimate School System Impacts
10. Zoning and Land Use Compatibility
11. Redevelopment Costs



12. Assessed Valuation for TAD
13. Historic Properties
14. Creation and Termination Dates for TAD
15. Tax Allocation Base
16. Property Taxes for Computing Tax Allocation
17. Term and Rate of Bond Issue
18. Property to be Pledged for Bonds
19. School Impact Analysis
20. Maps/Exhibits

The TAD Redevelopment Plan will be prepared in draft form and submitted to appropriate City officials/staff for internal review. Upon receipt of comments, a final draft version will be prepared to submit to the City Council for action, with copies made available to the Fulton County Commission and Board of Education for their consideration and comment. Our budget proposal assumes that all documents would be supplied electronically. Requests for hard copies will be supplied at cost.

- c) **Public Hearings/Meetings:** Establishment of a TAD(s) requires a minimum of one advertised public hearing and the passage of a formal resolution that both adopts the Redevelopment Plan and establishes the TAD as of December 31 of the same year the resolution is adopted. Our proposed budget assumes that we will present at a maximum two meetings in South Fulton prior to the City Council vote, including the scheduled public hearing(s).

***Task 3: Assistance in Negotiating County and School Board Consent (As Needed)***

- a) **Present the Redevelopment Plan(s) to Fulton County and School Board for consent.** Assuming it votes to pass a TAD resolution, the City Council would then request that the Fulton County Commission and the County's Board of Education (BOE) to consent and agree to contribute their respective property tax increments to the TAD. We will be available to assist as needed, in negotiating with the County and BOE to obtain their concurrence. Typically, that role includes some or all the following tasks:
- Presenting the adopted Redevelopment Plan at County and School District public meeting(s) for TAD consent, as well as assisting City staff in one-on-one meetings with Board members and key staff.
  - Quantifying the individual and collective fiscal/economic impacts of the redevelopment plan from the perspective of the School District (as required by the Redevelopment Powers Law).
  - Participating as needed in negotiating specific terms of intergovernmental agreements with each jurisdiction. Counties and school boards tend to either vote up or down on consent based on philosophical or political reasons; or consent only after negotiating an intergovernmental agreement (IGA) containing multiple conditions and deal points. Our role in this process can range from advising on the financial and market issues that may need analysis during the



negotiation process, up to preparing initial agreement drafts for review by the City’s legal counsel. We will work closely with the City and its legal team to create the most practical structure for the future operation of the TAD(s) – to ensure that the TAD can deliver the financial resources promised when it was created.

- *Because the required level of effort to negotiate County/BOE consent is an unknown, we typically approach this task on an hourly, as needed basis.*

#### **Phase 4: Implementation Assistance – As Needed**

Completing the preceding steps will position the City to offer TAD incentives and begin the implementation process. Although a prerequisite, creating a TAD obviously does not guarantee results. Some cities have the capacity to manage their redevelopment efforts internally, while others may require periodic assistance. We have assisted several municipal clients to successfully implement their redevelopment programs. We have also assisted and negotiated on behalf of private clients to obtain TAD incentives for their projects. Implementation can involve multiple tasks and many services that we have successfully provided on behalf of our public and private sector clients. As these tasks inevitably arise, we will be available to assist South Fulton as/when needed.

#### **PROPOSED SCHEDULE AND COST PROPOSAL**

Based on the suggested work program outlined above, we have prepared the following estimate of timing and fees. We will invoice for the work completed either at the end of each task or monthly as work progresses. Invoices are due and payable upon submission. Signing this proposal will only obligate the City to complete Task 1. We will not begin any work on Task 2 without your prior written authorization to proceed.

<b>TAD Analysis and Planning Tasks</b>	<b>Period of Performance</b>	<b>Fee</b>
1. Analysis of TAD Options	4 to 6 weeks	\$9,850
2. Prepare One (1) Redevelopment Plan	6 to 8 weeks	\$16,250
3. Assistance in Negotiating (as needed)	TBD	up to \$5,000
4. Implementation Assistance (as needed)	TBD	TBD
<b>Tasks 1 &amp; 2 TOTAL</b>		<b>\$26,100</b>
<b>Tasks 1-3 TOTAL</b>		<b>\$31,100</b>

The fee quote of \$9,850 for the Task 1 analysis and public process is a firm fixed fee, subject to adjustment only if the City requests changes to the proposed scope of services. We require a retainer payment of \$2,000 to begin work on Task 1.

If the City decides to authorize us to prepare a single redevelopment plan, our fee for Task 2 would also be fixed for any work authorized prior to the end of July. In the event that the preferred strategy requires the drafting of separate plan documents, we will prepare a separate fee estimate for that additional work.



If authorized, Task 3 costs (\$5,000) are estimated based on prior experience dealing with dozens of counties and school districts in Georgia. It is provided as a reasonable allowance based on prior experience, but fees would be based on actual hours incurred. We will not invoice beyond the quoted allowance without the City's authorization.

The terms and conditions that govern this assignment are detailed on the following page and are also an integral part of this proposal.

Let me know if you have any questions. We look forward to working with you.

Best Regards,

Geoff Koski  
President



**Bleakly**AdvisoryGroup

1447 Peachtree Street NE, Suite 610  
Atlanta, GA 30309

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



### ***Terms and Conditions of the Agreement***

***Accuracy of Report:*** Every reasonable effort has been made to ensure that the data contained in this study reflect the most accurate and timely information possible and is believed to be reliable. This study is based on estimates, assumptions and other information developed by Bleakly Advisory Group (“BAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. This report will be based on information that is current as of the date of the report. BAG assumes no responsibility to update the information after the date of the report.

The report will contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our report and variations may be material. Therefore, nor warranty or representation is made by BAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

***Usage of Report:*** This report may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of BAG.

***Termination:*** Should you determine to terminate this agreement for any reason you agree to so notify BAG via letter and agree to pay for work completed by BAG up to the date of the notification of termination.

***Entirety of Agreement:*** The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alternation, change or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

***Dispute Resolution:*** If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third party mediator will be shared equally by the parties.

***Limitation of Liability:*** The client agrees that as a result of any mediation or legal action resulting from this assignment BAG’s maximum liability is limited to the fees it receives for the assignment.

***Governing Law:*** The agreement shall be governed by the laws of the State of Georgia.