



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
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CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
FEBRUARY 17, 2025

This will be an in-person meeting that will also broadcast via [Facebook Live](#), and [YouTube Live](#).

Citizens wishing to give citizen remarks during a Regular Session Council meeting can choose one of two options:

**Option#1**

Sign in to speak by 7:30 pm on February 17, 2025, at the podium in the City Hall Council Chambers.

**Option #2:**

Submit an email with your **name, address, and comment or remark** to [pcomment@collegeparkga.com](mailto:pcomment@collegeparkga.com) **no later than 7:30 pm on February 17, 2025**. The City Clerk will read your name, address and comment into the official record.

**Members of the Public who were unable to sign the Sign-In Sheet before the cutoff time may be granted three (3) minute to provide public comments; provided, however, that such three (3) minute of time shall not be donated to another speaker. No additional public comments will be received after the Citizens Remarks agenda item.**

**RULES FOR REMARKS DURING COUNCIL MEETINGS**

- Speakers must limit their remarks to no more than (3) minutes.
- Speakers must not employ tactics of intimidation, profanity, or threats of violence in their comments. Anyone who demonstrates these behaviors will not have their comments read into the record.
- (1) Specific topic may **NOT** be discussed during Citizens Remarks for more than 15 minutes.
- Members of the public who signed the Sign-In Sheet may donate time to another speaker; however, in no event shall the total duration of time allotted to one speaker (including donated time) exceed nine (9) minutes.

## AGENDA

1. Opening Ceremonies.
  - A. Pledge of allegiance to the flag.
  - B. Invocation
  - C. Civility Pledge – Police Chief Rogers
2. Additions, Deletions, Amendments, or Changes To The Agenda
3. Approval of Agenda
4. Presentation of Minutes of City Council
5. Proclamations, Resolutions, Plaques, and Announcements
  - A. Dwight Howard
  - B. Alpha Phi Alpha Fraternity, Inc - Southern Regional Centennial Conference
6. Remarks Of Citizens
7. Public Hearing
  - A. Motion to commence the second of three public hearings to allow citizens to offer their remarks and comments regarding the Council's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of College Park. The hearing will be held at Jack P. Longino City Hall Council Chambers located at 3667 Main St., College Park, GA 30337 on February 17, 2025 at 6:00 PM and pursuant to the requirements of Official Code of Georgia Annotated, O.C.G.A § 48-5-32 does hereby publish the following presentation of the notice to “opt out” of House Bill 581.
8. Consent Agenda
  - A. Consideration of and action on a request to Mayor & City Council, to approve Kemi Construction Co. Inc. to remove and replace the Water Main located at Hardin Circle in the amount of \$285,100.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.
  - B. Consideration of and action on a request to approve Kemi Construction Company Inc., to remove and replace the Sanitary Sewer line behind 4604 Winthrop Drive in the amount of \$139,100.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.

- C. Consideration of and action on a request to approve Kemi Construction Company Inc., to remove and replace the Water Main located at 1584 Hardin Avenue, in the amount of \$357,010.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.
- D. Consideration of and action on a request to approve Jewel of The South, Inc., to remove and replace the Sanitary Sewer line behind 4616 Greenspring Road in the amount of \$88,055.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.
- E. Consideration of and action on a request to approve the purchase and installation of an LED monument sign at the entrance of Phillips Park to replace the current wooden sign. This item is requested by Councilman Roderick Gay. This is a budgeted item. This item is located in Ward 4.
- F. Consideration of and action on a request to approve the quote and state contract for the purchase of a 2024 Transit 150 Cargo Van. This is a budgeted item and is sponsored on behalf of Councilman Joe Carn.
- G. Consideration of and action on a request to purchase and install 3 speed breakers on Janice Drive. Item sponsored by Councilman Roderick Gay. This is a budgeted item.
- H. Consideration of and action on a request for approval of a Service Agreement between the City of College Park and Motorola Solutions, Inc., for Connectivity, maintenance, support, and other services for the Police Public Safety radio system in the of amount of \$92,251.45. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.
- I. Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$20,020.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.
- J. Consideration of an action to utilize Vialytics application to monitor and record the condition of the streets and roadways within the City of College Park and is budgeted from the Ward 3 Community Enhancements funds.

## 9. Regular Business

- A. Consideration of and action on a request to select a sponsorship for the Medical Angels of Mercy. This is not a budgeted item. This request is from the City Manager's office.
- B. Consideration of and action on a request for a Special Event Permit from Woodward Academy to host an Alumni Event to be held on March 10, 2025 at Woodward Academy from 4:00 p.m. to 7:00 p.m. This item is being requested by the Deputy City Clerk, Queenie Brown. The event is to be held in Wards 3.
- C. Consideration of and action on a request for a special event permit to host "World Natural Hair Show Parade" on April 26, 2025 starting a 8:30 am to until from Main Street to the Convention Center. This item is being requested by the Deputy City Clerk, Queenie Brown. The event is to be held in Ward 2.

- D. Consideration of and action on a request to approve a pole attachment agreement with Verizon Wireless for small cell installations. This item is requested by Hugh Richardson, Director of Power.
  - E. Consideration and action on a request to approve an invoice from Robert Half Staffing in the amount of \$15,000 for the direct hire of, LaDonna Ferguson, Executive Assistant to Mayor and City Council. This is not a budgeted item. This item is requested by Rose Stewart, Director of Human Resources and Risk Management.
  - F. Consideration of and action on a request to enter Financial Services Agreement with Piper Sandler on a monthly contract of \$250 an hour. This item is from the City Manager's office. This is not a budgeted item.
  - G. Consideration of and action on a request to codify the street naming of HBCU within the Six West community. This item is sponsored by Councilwoman Tracie Arnold.
  - H. Consideration of and action on a request on Resolution 2025-XX Consolidating City Zip Codes.
  - I. Consideration of and action on a request regarding the Senior Homestead Exemption.
  - J. Consideration of and action on a request to approve a Resolution 2025-XX to not change any of the City Charter. Item sponsored by the Legislators.
- 10. City Attorney's Report.
  - 11. City Manager's Report.
  - 12. Report Of Mayor And Council.
  - 13. Executive Session.
  - 14. Approval of Executive Session Minutes.
  - 15. Adjournment.



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11775**

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**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 12, 2025

**TITLE:** Consideration of and action on a request for a Proclamation for Dwight Howard. The proclamation is requested on behalf of Mayor Pro Tem, Jamelle McKenzie.

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**Prepared by:** Melanie Stephens  
**Department Director:** Mayor Pro Tem, Jamelle McKenzie

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Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 3:53 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11774**

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**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 12, 2025

**TITLE:** Consideration of and action on a request to draft and present a proclamation to Alpha Phi Alpha Fraternity, Inc on March 5, 2025 for their Southern Regional Centennial Conference.

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**Prepared by:** Queenie Brown  
**Department Director:** Kelly Bogner, City Clerk

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Review:

City Manager's Office	Pending	
Queenie Brown	Completed	02/13/2025 3:15 PM
City Clerk	Completed	02/13/2025 3:54 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11759**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Motion to commence the second of three public hearings to allow citizens to offer their remarks and comments regarding the Council's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of College Park. The hearing will be held at Jack P. Longino City Hall Council Chambers located at 3667 Main St., College Park, GA 30337 on February 17, 2025 at 6:00 PM and pursuant to the requirements of Official Code of Georgia Annotated, O.C.G.A § 48-5-32 does hereby publish the following presentation of the notice to "opt out" of House Bill 581.

**Recommendation**

Commence the second of three public hearings to allow citizens to offer their remarks and comments regarding the Council's intent to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of College Park. Pursuant to the requirements of Official Code of Georgia Annotated, O.C.G.A § 48-5-32 does hereby publish the following presentation of the notice to opt out.

**Background**

Property taxes are critical to funding City operations. During the 2024 legislative sessions, concerns arose with the rapid rise in property values and its direct correlation to increased property taxes. HB 581 Floating Homestead Exemption was imagined by the General Assembly and introduced in the Senate. It will provide some cost certainties. By not opting out, residents can be sure that home values may not increase more than the rate of inflation. Another component of HB 581 is the FLOST, which College Park is ineligible since we have MOST ( Municipal Option Sales Tax)

The Official Code of Georgia Annotated, O.C.G.A., Section 48-5-32, requires advertisements in the local South Fulton Neighbor and Clayton News Daily newspapers seven days in advance that the public hearings will be set by the Mayor and City Council on February 17, 2025 at 6:00PM and 7:30 PM at the Jack P. Longino City Hall Council Chambers. The other public hearing date is scheduled for February 24, 2025 respectively.

**Attachments**

HB 581 FAQ (PDF)

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**Prepared by:** Queenie Brown  
**Department Director:** Kelly L. Bogner, City Clerk

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Review:

City Manager's Office	Pending	
Kelly Bogner Completed	02/13/2025 3:55 PM	
City Clerk Completed	02/13/2025 3:55 PM	
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM





191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

## **HB 581 (2024): Frequently Asked Questions Document**

### **The Local Opt-out Floating Homestead Exemption & Floating Local Option Sales Tax (FLOST)**

House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and was signed into law by Governor Kemp on April 18, 2024.

HB 581 provides for several significant changes impacting local government revenue. Counties and cities must understand these changes and be prepared to make critical decisions in the coming months that will have lasting impacts. In general, HB 581 has three major components: first, the bill provides for some procedural changes to property tax assessments and appeals; second, the bill provides for a new statewide homestead exemption that applies to local governments unless the local government affirmatively opts out; third, the bill creates a new local option sales tax available to be used for property tax relief.

This document provides frequently asked questions (FAQs) to give an overview of the key provisions of the bill, the statewide homestead exemption and new local option sales tax, and the considerations local governments must have in mind. Appendix A then includes an outline of these key provisions to help guide local decision making.

#### **A. Generally**

##### **1. In a nutshell, what is HB 581 (2024) about?**

HB 581 contains multiple provisions related to property tax and sales tax. Most relevant to this FAQ, the bill:

- a. Grants a statewide homestead exemption that limits the increases in the taxable value of homes to no more than the inflation rate that occurred over the prior year;
- b. Allows local governments to elect to opt out of this homestead exemption within their jurisdiction so that it will not apply to their taxable values; and
- c. Authorizes most local governments with the new homestead exemption (or equivalent) to levy a new sales tax to be used for property tax relief.

## 2. Where did this proposal come from and what was the reason?

Entering the 2024 legislative session, many legislators were concerned with the rapid rise in property values across the state, and in turn, the rise in property taxes. The homestead exemption proposal came from the General Assembly and was first introduced in the Senate. The reason was to provide more certainty to homeowners who are concerned about the significant increases to the taxable value of homes in recent years. Under this bill, if the local government does not opt out, then the homeowner knows their value may not increase by more than the rate of inflation, which prevents large jumps and helps them budget.

The sales tax provision (FLOST) came from the House and was originally designed as a flexible new sales tax to act in place of sales tax laws written to apply to only one jurisdiction, such as that for the Coliseum SPLOST for Augusta-Richmond County; however, it changed throughout the legislative process to become a method to reduce millage rates imposed on all properties (homestead and non-homestead).

## B. The Homestead Exemption of HB 581

### 1. What type of homestead exemption does HB 581 provide? Is there a difference between floating, base-year, adjusted base-year, and frozen homestead exemptions?

The core purpose of any base-year, floating, or frozen homestead exemption is to reduce or eliminate the tax impact of increases in the fair market value of a homesteaded property that occur following the purchase of a home. The terms are generally synonymous and used to describe either the practical or technical effect of the exemption. The key difference is whether such an exemption allows for adjustments to the base year value based on a standard rate or the inflation rate.

For a base-year, floating, or frozen homestead exemption *without* an adjustment factor, the value of the exemption changes or floats each year to always equal and exempt the full difference between the base-year value of the home and the current value of the home, so that the taxable value of the home never increases (but the millage rate may still increase). These are most often called frozen exemptions because the assessed value of the home is blocked from increasing (and often, from decreasing).

For a base-year, floating, or frozen homestead exemption *with* an adjustment factor, the base year and the base year value for a homestead does not change, but the base year value is adjusted annually by a percentage equal to either a set rate or the inflation rate that occurred during the prior year. These are best called adjusted base-year homestead exemptions.

In the case of HB 581, practically speaking, the homestead exemption limits the amount of any increase in the assessed value of homes to no more than the rate of inflation experienced over the prior year—it does not freeze the value. This is best described as an adjusted base-year homestead exemption, because it grants an exemption equal to the difference between the homestead's adjusted base-year value—generally the value for the year prior to the homeowner's application for the exemption plus an inflation factor for each year since the exemption was first granted—and the current year's true value.

It is important to note that most of these homestead exemptions do account for substantial changes in the property. For example, if a homeowner doubles the size of their house, then the base-year value may be increased, regardless of any freeze or limitation, but thereafter, the new base-year value enjoys the benefit of the exemption. Also important to note, these exemptions do not stay with the property nor the property owner when a change in ownership occurs. If an individual sells their home, the taxable value of that home resets to fair market value for the next owner. Similarly, the individual cannot carry the value of the exemption to their new home.

## **2. How is the value of the HB 581 homestead exemption determined?**

The value of the exemption is unique to each individual property and will generally change each year for such properties. The core purpose of a base-year or floating homestead exemption is to reduce or eliminate the impact of increases to the fair market value of a homestead. In the case of HB 581, the homestead exemption prevents rapid increases in the assessed value of homes but does not freeze the value.

HB 581 is considered an adjusted base-year homestead exemption, because it allows the homestead's base-year value to increase annually by up to the inflation rate determined by the State Revenue Commissioner (likely the consumer price index) which occurred during the prior year. The value of the exemption is the difference between the adjusted base-year value and the fair market value. Even if two properties begin with identical base year values, if the fair market value of the properties diverge over time, then the property with the higher fair market value will receive the larger exemption while potentially paying the same in property taxes.

## **3. If my local government wants to opt out of the HB 581 homestead exemption, how can we do that?**

As authorized through a constitutional amendment (HR 1022 (2024)) and outlined in HB 581, the opt-out process is very similar to the "public notification of tax increase" process that is required when a local government does not fully rollback its millage rate. The local government seeking to opt out of the HB 581 homestead exemption must advertise and hold three public hearings of intent to opt out, and then pass a resolution opting out and file it with the Secretary of State. The process may not begin until the effective date of the bill on January 1, 2025, and must be completed by March 1, 2025. Each local government (county, city, school) may independently make the decision whether to opt out; any combination may elect to do nothing or opt out of the HB 581 floating homestead exemption. If a local government opts out, its taxpayers will not receive the benefit of the exemption, and their property will be taxed (absent other exemptions) at the property's fair market value.

## **4. Should my local government opt out of the homestead exemption if we already have another form of a floating, base-year, or frozen homestead exemption?**

There are at least a few things to consider when answering this question for your jurisdiction.

First, how far does your current floating homestead exemption extend? Does it cover all millage rates, including those for special districts? The reason that this is important to answer is that the HB 581 homestead exemption extends to all millage levies except for any bond levies.

Second, does your current homestead exemption incorporate any form of inflationary or automatic increase? The value of the HB 581 homestead exemption for each homeowner is, in effect, reduced annually by the amount of inflation that occurred over the prior year, which allows the taxable value of the homestead to rise over time in-line with inflation. If your jurisdiction has a set rise over time that is expected to exceed the inflation factor in HB 581, then your jurisdiction may want to opt out.

Third, if the homestead exemptions are equivalent, you may want to consider opting out of the HB 581 floating homestead exemption to reduce confusion. Your jurisdiction would still have access to the new sales tax for property tax relief (FLOST) assuming all the conditions to impose the tax are met.

**5. Does the HB 581 homestead exemption apply to community improvement districts (CIDs)?**

For all practical purposes, the homestead exemptions would not apply to CID's as CID's may only levy taxes on nonresidential property. Ga. Const. Art. IX, Sec. VII, Para. III(c).

**6. How does the HB 581 homestead exemption affect tax allocation districts (TADs)?**

The homestead exemption could potentially reduce the amount of expected property tax revenue growth within the TAD by limiting the assessed value increase of homestead property over time. This question requires analysis specific to the TAD in question.

**7. Can the HB 581 floating homestead exemption be later repealed for my county or city?**

If a jurisdiction elects not to opt out of the HB 581 homestead exemption, they will not have an opportunity to opt out in the future and will have the homestead exemption permanently. There may be a method to remove such jurisdictions in the future, but it would require a change to general law or a constitutional amendment done by the legislature.

**8. Will the HB 581 homestead exemption affect a homeowner's existing homestead exemptions?**

HB 581 does not eliminate any existing homestead exemptions for any jurisdiction, regardless of the type of homestead exemption, but it may override existing floating, base-year, and frozen exemptions, if the HB 581 exemption provides a greater benefit to the taxpayer.

- a. If your local government has an existing non-floating homestead exemption, such as an exemption for \$5,000 of assessed value, that will be unaffected by HB 581. The floating homestead exemption is calculated first, and then the non-floating exemptions are calculated on the back end. That said, if the existing, non-floating local homestead exemption says that it may not be applied in addition to any other homestead exemption, then it may not be applied.
- b. If your local government has an existing base-year homestead exemption, then the taxpayer will receive whichever provides them with the largest benefit in any given year. Your tax assessor's office will be responsible for tracking both floating homestead exemption values in addition to the fair market value.

For example, if there is an existing base-year or floating homestead exemption that does not have inflationary increases, then it would generally provide the larger benefit to the taxpayer. Similarly, if the base-year of a homestead exemption that is comparable to HB 581 pre-dates HB 581's base-year, then the older base year will likely provide the larger benefit.

**9. Will it affect the county's ability to impose a FLOST if another city opts out of the homestead exemption granted by HB 581?**

Yes, if a city that imposes a property tax opts out, then the county and all cities within the county will be ineligible for the FLOST. If a city that does not levy a property tax opts out, then it would not affect the ability for the county to levy a FLOST. If even one city that opts out does levy a property tax at such time, then the FLOST would not be permitted. Of course, jurisdictions may opt out and not impact eligibility if the jurisdiction has another eligible homestead exemption in place.

**10. If the county opts out of the homestead exemption will this impact a municipality's ability to impose a FLOST?**

Yes. Similarly, if a county opts out all municipalities in the county will be ineligible for the FLOST unless the county has another eligible homestead exemption in place.

**11. If a municipality or a county opts out of the HB 581 homestead exemption will homesteads have multiple assessed values for tax assessment?**

Yes, if the homestead exemption applies for some but not all jurisdictions, the taxable value of the property will essentially be different. The fair market value of a property is the same for all taxing jurisdictions where the property is subject to property tax. Homestead exemptions are applied after the fair market value of the home is determined and reduce the taxable value of the home—the taxable value may be different among jurisdictions based on applicable homestead exemptions.

Every county assessor's office is required to maintain a set of books with the fair market value of the property. The assessor's office will be required to maintain two or more sets of values if there are one or more floating homestead exemptions. Each homestead may have a different base-year value across multiple jurisdictions, but this will be tracked by the assessor's office.

**12. For a home that has an exemption under HB 581, what happens if the home is substantially improved or is destroyed? How are changes to the home's value that do not result from market forces handled?**

Substantial changes to the property are considered when assessing the property. Any substantial change will increase or decrease the adjusted base year value of the home.

Example: The adjusted base year value of a home as of January 1, 2028, was \$500k. During 2028, the homeowner doubles the square-footage of her home and adds a swimming pool. As of January 1, 2029, the tax officials for the county determine that the changes to the home increase the value by \$200k. The adjusted base year value for the 2029 tax year = \$500k (the 2028 ABYV) + \$200k (substantial change value) + any applicable inflation factor.

**13. If my local government opts out of the floating homestead under HB 581, can we opt in at a later date?**

If your local government opts out, there is no future opportunity for the local government to unilaterally opt-in or rejoin the HB 581 exemption.

However, a local government may still obtain a similar homestead exemption in a traditional manner. The General Assembly may pass a local Act creating an equivalent local floating homestead exemption. This would require 2/3's vote in the General Assembly and a local referendum. The General Assembly may do this against the will of the local government. We encourage you to maintain a dialogue with your local legislators, especially if you intend to opt out.

**14. If my local government opts out of the HB 581 floating homestead exemption and our legislative delegation disagrees with that decision, can they take action to mandate the floating homestead exemption on my local government?**

If your local government opts out of the HB 581 floating homestead exemption and your legislative delegation disagrees with that decision, your local delegation can pass a local Act to impose a floating homestead exemption within the jurisdiction. HB 581 has not changed the ability of the legislature to create specific homestead exemptions for local governments. This local Act would be subject to 2/3 vote in the General Assembly and approval by the voters in a local referendum. If the referendum is successful, then your local government would be subject to the homestead exemption provided for in the local Act, even though you opted out of the HB 581 exemption.

Note: A local government could elect to opt out of the HB 581 exemption and ask their local delegation to proceed with a more customized version of the homestead exemption.

**15. Can the floating homestead exemption be transferred to a new owner of the home?**

No, the homestead exemption is not portable or transferable—it is tied both to the property owner and the home. However, in the case of a surviving spouse who was not on the deed at the time of their spouse's death, said surviving spouse may continue the homestead exemption in the same manner as the deceased spouse, provided that the surviving spouse is otherwise eligible for the homestead exemption.

For anyone else that acquires the home as a homestead, the base-year and base-year value will be reset to the year prior to the person's acquisition of the home and to the actual value for the home for such prior year.

**16. How much land can be included in a qualified floating homestead exemption?**

Georgia state law states that the homestead exemption applies to the homestead and the land immediately surrounding the homestead; there is no specification for acreage. Many local homestead exemptions do limit the total acreage. It is likely up to local interpretation as to what

land constitutes the land “immediately surrounding” the homestead. The exemption would not include buildings or structures on the property, which are not part of the homestead dwelling, itself.

**17. Does the HB 581 floating homestead exemption apply to special service districts?**

Yes, the HB 581 floating homestead exemption applies to all millage rates except for millage rates to retire bonded indebtedness.

Point to consider: If the local government has an existing floating homestead exemption that *does not* apply to special service districts, then you may want to consider opting out, so your special service district millage levies are unaffected.

**18. If a homeowner’s assessed value was locked following their appeal to the Board of Equalization in 2022, would that value be used for the 2024 base year for the purposes of the HB 581 exemption?**

The homestead’s final assessed value for the base year is the base year value for the purposes of the HB 581 exemption. Code Section 48-5-44.2(a)(3)(A). Accordingly, if the locked assessed value from 2022 is what was lawfully used as the homestead’s final assessed value for 2024, then that taxpayer would have their HB 581 2024 base year assessed value set at that same amount.

**19. Will the market value or the adjusted base year value be used when calculating value increases to the tax digest that are factored into the rollback millage rate that cannot be exceeded without advertising a tax increase?**

The digest value for rollback purposes utilizes the net taxable digest, which is the value of the digest *after* exemptions are accounted for.

## C. The Floating Local Option Sales Tax (FLOST)

### 1. Generally, what is the FLOST?

The Floating Local Option Sales Tax or FLOST (named for its relation to the floating homestead exemption) is a new sales tax that can be levied up to 1 percent and collected county-wide. Funds are split between the county and cities based upon an intergovernmental agreement (IGA) and used for property tax relief.

### 2. What are the minimum requirements for a given county or municipality to be eligible to levy a FLOST?

- a. The county or municipality must levy a property tax and have a base-year or floating homestead exemption in effect<sup>1</sup>;
- b. All other municipalities within the county that currently levy a property tax must also have a base-year or floating homestead exemption in effect<sup>2</sup>;
- c. The county or municipality must have available room under the overall sales tax cap<sup>3</sup>;
- d. The county and the applicable number of municipalities must enter into an intergovernmental agreement as required under Code Section 48-8-109.31(d)(1)(B);
- e. Hold a successful local referendum<sup>4</sup>; and
- f. Utilize the proceeds for property tax relief and in accordance with the IGA<sup>5</sup>.

### 3. Who must sign the intergovernmental agreement to authorize the referendum for the FLOST?

The county must reach an intergovernmental agreement with municipalities levying a property tax that represent at least 50% of the total municipal population within the county. This minimum requirement does not preclude more municipalities than those representing 50% of the municipal population from signing the IGA if all parties agree.<sup>6</sup>

Any municipality that does not sign the IGA is treated as an 'absent municipality' and will receive proceeds from the FLOST based upon the size of its population relative to the total municipal population within the county, excluding any municipalities that do not levy a property tax. Municipalities that do not levy a property tax are excluded from the calculations and from sharing in FLOST revenues.<sup>7</sup>

<sup>1</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>2</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>3</sup> Code Section 48-8-6(a).

<sup>4</sup> Code Section 48-8-109.32.

<sup>5</sup> Code Section 48-8-109.42.

<sup>6</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>7</sup> Code Section 48-8-109.31(d)(2).



**4. What must an IGA to levy FLOST include?**

- a. The rate of the tax: incremental in .05% increments up to a full 1.0%;
- b. The duration of the tax: up to 5<sup>8</sup> years;
- c. Provisions for calling the referendum for the tax, including the question for the ballot;
- d. The distribution schedule<sup>9</sup> apportioning proceeds among:
  - i. County
  - ii. Municipalities
  - iii. Absent Municipalities
- e. The IGA is not required to specify how property tax relief is to be applied but may do so.

**5. How is the sales tax referendum scheduled?**

First, there must be a valid intergovernmental agreement between the county and cities specifying the distribution of the tax. Next, the county may call for the sales tax referendum similar to other sales tax referenda.<sup>10</sup>

**6. Is a local referendum necessary to impose the FLOST even if the ballot measure in November is successful?**

Yes. It is important to note that the ballot question in November of 2024 proposes a constitutional amendment which enables the homestead exemption. If this amendment is not approved, all of HB 581 (including the FLOST) is repealed. If the constitutional amendment is approved, a subsequent referendum within the county is still required to levy the FLOST. Counties and cities should be mindful that the FLOST must be approved by voters in the county to be levied when making policy decisions concerning the homestead exemption.

**7. Does FLOST revenue affect the rollback millage rate that is calculated for the purposes of Code Section 45-5-32.1 (Taxpayer Bill of Rights), which requires the advertising of a property tax increase, if exceeded?**

Yes. Unlike LOST, the total amount of FLOST collected in the preceding calendar year must be subtracted from the millage equivalent calculated to provide the jurisdiction with the same net proceeds from the current year's net taxable digest value as those derived from the previous year's millage rate when multiplied by the previous year's net taxable digest value.

<sup>8</sup> Code Section 48-8-109.32(a).

<sup>9</sup> Code Section 48-8-109.36(2).

<sup>10</sup> Code Section 48-8-109.32.

## 8. What can the FLOST revenues be used for?

FLOST revenue must be used for property tax relief. Per Code Section 48-8-109.42, FLOST revenues:

- “[S]hall be used exclusively for tax relief and in conjunction with all limitations provided in the intergovernmental agreement authorizing the tax for such political subdivision.”
- Additionally:
  - “Each taxpayer's ad valorem tax bill shall clearly state the dollar amount by which the property tax has been reduced as a result of the imposition of the tax imposed under this article”; and
  - “The roll-back rate for the political subdivision, which is calculated under Code Section 48-5-32.1 [Taxpayer Bill of Rights], shall be reduced annually by the millage equivalent of the net proceeds of the tax authorized under this article, which proceeds were received by the political subdivision during the prior taxable year.”

## 9. In what ways may the local government calculate and apply the FLOST property tax relief to the property tax bill?

Outside of the parameters in Code Section 48-8-109.42, jurisdictions have latitude to apply the funds for legal purposes within the special district and as may be provided for in the intergovernmental agreement.

- The tax relief must be applied uniformly across all forms of tangible property within the given taxing jurisdiction for which it applies. For these purposes, taxing jurisdictions for which property tax relief may be granted can be the county, a municipality, or a special district, provided that the application is uniform within the given taxing jurisdiction.
- When the credit or reduction is shown on the taxpayer's property tax bill, it MUST be applied as property tax relief, which would be a reduction in a charge that is assessed and levied upon the value of a property. The credit *cannot* reduce any charge or fee, which is not levied upon the value of the property (ad valorem). If a flat dollar amount is shown on the property tax bill, said dollar amount must be derived from the taxpayer's savings from the reduction in the millage rate or assessed value.
- While not required, the best practice is to include within the required IGA exactly how the proceeds of the FLOST will be applied as property tax relief.

## 10. What types of communities would benefit most from a FLOST?

Communities that wish to supplant property taxes with sales tax would benefit from FLOST. It is a policy decision that would be expected to shift some of the tax burden imposed on the local government's property owners to those who make purchases within such jurisdiction. Accordingly, communities with sales tax revenues derived disproportionately from those living outside of the local government's jurisdiction would expect to see a net benefit for its property owners by shifting the tax burden to consumers; whereas those communities that have disproportionately few property owners among its many resident consumers would find only a shifting of the tax burden within the jurisdiction.

**11. How often does the FLOST have to be voted on?**

FLOST may be implemented for up to 5 years at a time, so at least every 5 years. Moreover, all FLOST renewals require a local Act of the General Assembly, so there is no renewal without a local Act and a new IGA, and passage in a local referendum.<sup>11</sup> While there is no requirement of a local Act to initially levy the FLOST any subsequent renewal does require a local Act from the General Assembly.

**12. My county doesn't have a LOST. How will this affect my county, city, etc.?**

Having a LOST is not a requirement for the FLOST. LOST is the most similar sales tax to the FLOST, but the way property tax relief is calculated under FLOST is more flexible than LOST.

**13. Does this bill require the Department of Revenue to provide point-of-sale information?**

This bill does not require DOR to provide point of sale information but does require such information to be furnished to DOR by the retail establishments that are required to collect the tax. All sales for FLOST occur countywide (within the special district which is coterminous with the boundaries of the county), except in the case of a county containing a municipality that levies the Water and Sewer Projects Cost Tax (MOST), in which case the FLOST is not collected within the boundaries of the MOST city.

**14. Are Water and Sewer Projects Cost Tax (MOST) cities ineligible for a FLOST?**

Yes, the cities that levy a MOST tax are ineligible to levy or receive proceeds from FLOST. This means that they are not counted when determining the municipal population in the county levying the LOST, the city levying the MOST cannot share in the proceeds of the FLOST, and the FLOST may not be levied within the municipal boundaries of the city levying the MOST.

Currently, the MOST cities are: Atlanta, East Point, College Park, and Hapeville.

**15. If the school board opts out of the floating homestead exemption, can the county and municipalities still levy the FLOST tax?**

Yes, if the school board opts out, you can still levy the tax assuming all other requirements are met. Schools generally cannot receive revenues from sales taxes other than those authorized by the Constitution (ESPLOST) and certain existing Local Constitutional Amendments (ELOSTs), so it would require such a constitutional amendment specifically authorizing or requiring that school districts receive a share in the FLOST.

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<sup>11</sup> Code Section 48-8-109.33(c)

**16. If my jurisdiction opts out of the HB 581 floating homestead exemption and has an existing base-year or floating homestead exemption, but which only applies to the general maintenance and operations (M&O) levy, would my jurisdiction be blocked from participating in the FLOST?**

No, not on that basis alone. If your local government has an existing floating or base-year homestead exemption of any kind, you may still qualify for the FLOST, even if you opt out of the HB 581 floating homestead exemption. HB 581 only requires that you have some form of a base-year or floating homestead exemption to participate in FLOST. Such exemption can either be a local floating homestead exemption (predating HB 581 or added after) or the HB 581 floating homestead exemption. Please note that the HB 581 floating homestead exemption will apply to all levies, including special service districts, except for bonded indebtedness.

**17. If my county or city decides to opt of the homestead exemption, is it forever ineligible to levy the FLOST?**

No. First, your city or county may already have a homestead exemption in place making them eligible for the FLOST. Second, if there is no homestead exemption in place and your county or city opts out, it can once again become eligible to levy the FLOST in the future through a subsequent eligible homestead exemption put in place by a local Act of the General Assembly.

**18. What happens if we pass a FLOST and our legislative delegation does not approve the renewal, or the voters do not renew it?**

If you pass a FLOST and your legislative delegation does not approve the renewal or the voters do not renew it, then the most likely outcome is an increase in the applicable millage rates. Since FLOST is sales tax being used to offset property tax, if the FLOST expires, the local government will have to cut expenses, raise property taxes, or some combination thereof.

**19. If my county has an ELOST, can we utilize the FLOST?**

If your county has an ELOST, the availability of FLOST depends on a few factors:

- a. Does the exact verbiage of the local constitutional amendment (LCA) limit the distribution of proceeds in the way that FLOST requires? Some of the LCAs are very permissive, and others are very restrictive. Please consult with your local jurisdiction's attorney for a legal opinion.
- b. Is the jurisdiction otherwise eligible to levy a FLOST?
- c. Does the jurisdiction have sufficient room under its local sales tax cap to levy a FLOST? See Code Section 48-8-6(a).

ELOST Counties: Habersham County; Chattooga County; Catoosa County; Harris County; Pickens County; Walton County; Houston County; Towns County.

## Appendix A: HB 581 - Timeline/Decision Tree

- 1) November 5, 2024: Statewide ballot measure determining approval of constitutional amendment enabling homestead exemption.
  - a) If the ballot question is not approved, HB 581 is repealed in its entirety. No further action is needed by local governments. All other property tax changes and the FLOST are repealed as well.
  - b) If the ballot question is approved, counties, cities, and school boards may independently determine whether they would like to “opt out” of the homestead exemption and not have the exemption apply to their homeowners.
- 2) Beginning January 1, 2025 through March 1, 2025, local governments may “opt out” and not have their homeowners receive the HB 581 floating homestead exemption.
  - a) If the local government decides not to “opt out” no action is required by the local government and the homestead exemption will go into effect.
    - i) The HB 581 homestead exemption does not replace existing locally enacted homestead exemptions.
      - (1) If your local government has an existing flat dollar homestead exemption, the 581 exemption will be in addition to that exemption.
      - (2) If your local government has an existing base year or adjusted base year exemption, the taxpayer will receive the more beneficial exemption.
    - b) If your local government decides to opt out, it must advertise and hold three public hearings of intent to opt out, and then pass a resolution opting out and file it with the Secretary of State by March 1, 2025.
- 3) If the November 2024 ballot question is approved, your county or city may decide whether to levy a FLOST for property tax relief. You must determine if you are eligible for the FLOST.
  - a) If your county/city does not levy a property tax, you are not eligible to levy/participate in the FLOST.
  - b) If you levy a property tax:
    - i) Your county/city must have a base year or adjusted base year homestead exemption in place.
 

\*This may either be the homestead exemption provided by HB 581 or an existing base year or adjusted base year homestead exemption created by a local Act.
    - ii) The county and every municipality in the county that levies a property tax must also have a base year or adjusted base year homestead exemption in place (HB 581 or existing).

- iii) If the county or any city that levies a property tax does not have an eligible homestead exemption in place, the county and all cities within are not eligible for the FLOST.
- c) If the eligibility criteria is met:
  - i) The county and city or cities representing at least 50% of the municipal population of cities levying a property tax must sign an intergovernmental agreement (IGA) for the levy of the tax. This IGA will set the rate (up to 1%), duration (up to 5 years), distribution of proceeds among the county and cities, and the ballot question to be used.
  - ii) The levy of the FLOST must be approved by the voters across the county in a referendum.
- d) The FLOST may then be levied for up to 5 years before needing to be renewed. Prior to the expiration of the tax a renewal requires: A local Act by the Georgia General Assembly approving the renewal for the jurisdiction, a subsequent IGA between the eligible county and cities, and a subsequent referendum for the voters to approve the renewal of the tax.

**Disclaimer**

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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11739**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to Mayor & City Council, to approve Kemi Construction Co. Inc. to remove and replace the Water Main located at Hardin Circle in the amount of \$285,100.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.

**RECOMMENDATION:**

Consideration to the Mayor & City Council, to approve Kemi Construction Co. Inc, to remove and replace the Water Main located at Hardin Circle in the amount of \$285,100.00. The Water Distribution System has approximately 400 linear fee of 2-inch old galvanized water main. The Water Distribution System location was identified as an old galvanized pipe that needs to be addressed immediately to improvement of the city infrastructure. This work will be done in Ward 4.

**BACKGROUND:**

The Department of Public Works, Water and Sewer Division has approximately 400 linear feet of old 2-inch galvanized water main. This location was identified through water staff due to a water main break; it is important that we improve the city Water Distribution System.

**BUDGETED ITEM:**

Yes, this is budgeted line Item 505-4400-42-1400 MOST TAX FUND

**STRATEGIC CONNECTION:**

This agenda items supports the objective outlined in Goal IV Public Safety and Security IV 6 uses smart cites approach to protect public health, reduce crime and support emergency preparedness.

**Attachments**

Harding Avenue Circle Water Line Replacement (PDF)

Kemi Construction Co Harding Ave Water Line (PDF)

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**Prepared by:** Cassandra Tolliver  
**Department Director:** Timothy Lewis

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Review:

- City Manager's Office Pending
- Timothy Lewis Pending
- City Attorney's Office Pending
- City Clerk Completed 02/13/2025 3:57 PM
- City Manager's Office Pending
- Mayor & City Council Pending 02/17/2025 7:30 PM





# ESTIMATE

## JEWEL OF THE SOUTH, INC.

"It starts with a Vision... We make it a Reality"

1540 Highway 138, S.E., Suite 4B

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

**Estimate No.:** 24-1209-03

**Date:** 12/9/2024

**Expiration Date:** 1/9/2024

**To:**

City of College Park  
3636 College Street  
College Park, GA 30337

**Ship To:**

Harding Avenue  
College Park

**For:**

Water Distribution System - Replace 2" water line  
on Harding Avenue Circle

DESCRIPTION	QTY	Unit	Rate	Amount
<b>City of College Park - Water Line Replacement - Harding Avenue Circle</b>				
Replace approx. 400 LF of 2" water line; two (2) gate valves; install five (9) long side service lines; chlorination and testing			\$	303,940.00

**Exclusions:**

Payment Terms: Per Master Agreement.

**TOTAL \$ 303,940.00**

**Price includes material, labor, disposal, final cleaning, taxes, shipping, insurances, and overhead & profit.**

Accepted By

Accepted Date



**Kemi Construction Co., Inc.**  
2550 West Point Avenue  
College Park, Georgia 30337  
Phone (404) 349-8228 • Fax (404) 349-6113

November 8, 2024

Proposal Date

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

SUBJECT: Hardin Circle Water Services

We propose to furnish equipment, labor, material and personnel to perform the following tasks specified:

	QTY	UNIT	RATE	=	
Mobilization	1	LS	\$ 1,500	=	\$ 1,500.00
Traffic Control	1	LS	\$ 6,500	=	\$ 6,500.00
2" Copper	500	LF	\$ 230	=	\$ 115,000.00
Services - 6 Long	6	LF	\$ 5,500	=	\$ 33,000.00
Services -5 Short	5	LF	\$ 3,800	=	\$ 19,000.00
Water Meter Reconnections	11	EA	\$ 600	=	\$ 6,600.00
Road Patch	400	SY	\$ 185	=	\$ 74,000.00
Tap & Sleeve 6x6	1	EA	\$ 6,500	=	\$ 6,500.00
Saw Cut Pavement	1200	LF	\$ 15	=	\$ 18,000.00
6" Gate Valve	1	EA	\$ 5,000.00	=	\$ 5,000.00
			<b>TOTAL</b>		<b>\$ 285,100.00</b>



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11741

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to approve Kemi Construction Company Inc., to remove and replace the Sanitary Sewer line behind 4604 Winthrop Drive in the amount of \$139,100.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.

**RECOMMENDATION:**

Consideration for Mayor and Council, to approve Kemi Construction Company Inc., to remove and replace the Sanitary Sewer located behind 4604 Winthrop Drive, in the amount of \$139,100.00. The Sanitary Sewer line has approximately 400 linear feet and 8-inch Sanitary Sewer Main. The sewer main at this location was identified through the City's Sanitary Sewer Evaluation study (SSES) with major deficiencies such as infiltration and broken pipe that can cause a major sewer overflow. This work will be done in Ward 4.

**BACKGROUND:**

The Department of Public Works, Water and Sewer Division has approximately 400 linear feet of damaged pipe and root massive in existing 8-inch Sanitary Sewer Main. This location was identified through City's Sanitary Sewer Evaluation Study (SSES) as one of the important areas with multiple deficiencies that can cause a major sewage spill/overflow.

**BUDGETED ITEM:**

Yes, this is a budgeted item. Lime 505-4400-42-1400 MOST TAX FUND

**STRATEGIC CONNECTION:**

This agenda supports the objective outlined in Goal IV Public Safety and Security IV 6 uses smart cites approach to protect public health, reduce crime and support emergency preparedness.

**Attachments**

Jewel of The South 4604 Winthrop Drive(PDF)

Kemi Construction 4604 Winthrop Drive (PDF)

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**Prepared by:** Cassandra Tolliver  
**Department Director:** Timothy Lewis

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Review:

City Manager's Office	Pending	
Timothy Lewis	Pending	
City Attorney's Office	Pending	
City Clerk	Completed	02/13/2025 3:58 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



# ESTIMATE

## JEWEL OF THE SOUTH, INC.

*"It starts with a Vision...We make it a Reality"*

1540 Highway 138, S.E., Suite 4B

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

**Estimate No.:** 24-1112-02

**Date:** 11/12/2024

**Expiration Date:** 12/12/2024

**To:**

City of College Park

3636 College Street

College Park, GA 30337

**Ship To:**

4604 Winthrop Drive

College Park, GA

**For:**

12" Sanitary Sewer Replacement

DESCRIPTION	QTY	Unit	Rate	Amount
<b>City of College Park -Winthrop Dr - Sanitary Sewer System</b>				
12" sanitary sewer line replacement, manhole adjustments, tie-ins, tree removals, sawcut and asphalt replacement, chain link fence, and erosion control				\$ 168,960.00

Payment Terms: Per Master Agreement.

**TOTAL \$ 168,960.00**

Price includes material, labor, disposal, final cleaning, taxes, shipping, insurances, and overhead & profit.

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_



**Kemi Construction Co., Inc.**  
2550 West Point Avenue  
College Park, Georgia 30337  
Phone (404) 349-8228 • Fax (404) 349-6113

November 7, 2024

Proposal Date

Mr. Tim Lewis  
City of College Park  
3667 Main Street  
College Park, GA 30337

**SUBJECT: 4604 Winthrop Drive Sewer Replacement**

We proposed to furnish all labor, equipment, material and supervision to accomplish below subjects:

Mobilization					\$	1,500.00
Tree Removal	2	EA	@	\$	2,500	\$ 5,000.00
Silt Fence	500	LF	@	\$	8	\$ 4,000.00
Shrubbs Removal	1	EA	@	\$	350	\$ 350.00
Removal & Disposal Contaminated Pipes	1	EA	@	\$	8,000	\$ 8,000.00
Bypass Plumbing	1	EA	@	\$	16,000	\$ 16,000.00
Install New 8-inch PVC Sewer	400	LF	@	\$	195	\$ 78,000.00
Tie into Existing	2	EA	@	\$	3,500	\$ 7,000.00
Seeding	1	EA	@	\$	6,500	\$ 6,500.00
Remove/Replace Shed	1	LS	@	\$	12,750	\$ 12,750.00
					<b>TOTAL</b>	<b>\$ 139,100.00</b>



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11742**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to approve Kemi Construction Company Inc., to remove and replace the Water Main located at 1584 Hardin Avenue, in the amount of \$357,010.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.

**RECOMMENDATION:**

Consideration for Mayor and City Council, to approve Kemi Construction Company, Inc., to remove and replace the Water Main located at 1584 Hardin Avenue in the amount of \$357,010.00. The Water Distribution System has approximately 430 linear feet of 6-inch Acrylonitrile Butadiene Styrene (ABS) Water Main. The Water Distribution System at this location was identified as an old Acrylonitrile Butadiene Styrene (ABS) pipe that needs to be addressed immediately due to the improvement of the city infrastructure. This work will be done in Ward 4.

**BACKGROUND**

The Department of Public Works, Water and Sewer Division has approximately 430 linear feet of old 6-inch Acrylonitrile Butadiene Styrene (ABS) water main, this location was identified through water staff due to a water main break; it is important that we improve the city infrastructure.

**BUDGETED ITEM:**

Yes, this is a budgeted item, line item 505-4400-42-1400 MOST TAX FUND

**STRATEGIC CONNECTION**

This agenda item supports the objective outlined in Goal IV Public Safety and Security IV 6 uses smart cities approach to protect public health, reduce crime and support emergency preparedness.

**Attachments**

Jewel of The South Harding Ave Myrtle Ave Water Line Replacement (PDF)

Kemi Construction Co Harding Ave. Water Line Replacement (PDF)

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**Prepared by:** Cassandra Tolliver

**Department Director:** Timothy Lewis

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Review:

City Manager's Office Pending

City Clerk Completed 02/13/2025 3:58 PM

Finance Pending

Timothy Lewis Pending

City Attorney's Office Pending

City Clerk Completed 02/13/2025 3:59 PM

City Manager's Office Pending

Mayor & City Council Pending 02/17/2025 7:30 PM





# ESTIMATE

## JEWEL OF THE SOUTH, INC.

"It starts with a Vision... We make it a Reality"

1540 Highway 138, S.E., Suite 4B

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

**Estimate No.:** 24-1209-02

**Date:** 12/9/2024

**Expiration Date:** 1/9/2024

**To:**

City of College Park  
3636 College Street  
College Park, GA 30337

**Ship To:**

Harding Avenue  
College Park

**For:**

Water Distribution System - Replace 2" water line  
on Harding Avenue

DESCRIPTION	QTY	Unit	Rate	Amount
<b>City of College Park - Water Line Replacement - Harding Ave/Myrtle Ave</b>				
Replace approx. 440 LF of 2" water line; relocate one meter; gate valves; install two (2) meters; install six (6) long service lines and five (5) short service lines; chlorination testing				\$ 368,680.00

**Exclusions:**

Payment Terms: Per Master Agreement.

**TOTAL \$ 368,680.00**

Price includes material, labor, disposal, final cleaning, taxes, shipping, insurances, and overhead & profit.

Accepted By

Accepted Date



**Kemi Construction Co., Inc.**  
2550 West Point Avenue  
College Park, Georgia 30337  
Phone (404) 349-8228 • Fax (404) 349-6113

November 8, 2024

Proposal Date

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

SUBJECT:

1584 Hardin Avenue Water Main & Services  
between Myrtle and Madison

We propose to furnish equipment, labor, material and personnel to perform the following tasks specified:

	QTY	UNIT	RATE	=	
Mobilization	1	LS	\$ 2,500	=	\$ 2,500.00
Traffic Control	1	LS	\$ 25,000	=	\$ 25,000.00
Saw Cut Pavement	1124	LF	\$ 15	=	\$ 16,860.00
6-inch DIP Water Main	430	LF	\$ 250	=	\$ 107,500.00
Services - 6 Long	6	LF	\$ 5,800	=	\$ 34,800.00
Services - 5 Short	5	LF	\$ 4,800	=	\$ 24,000.00
Water Main Reconnection	11	EA	\$ 600	=	\$ 6,600.00
Tap & Sleeve 6x6	1	EA	\$ 6,500	=	\$ 6,500.00
Tie-in to exit lines at Madison Avenue	1	LS	\$ 35,000	=	\$ 35,000.00
Road Patch	450	SY	\$ 185	=	\$ 83,250.00
Curb, sidewalk/yard restoration	1	LS	\$ 10,000	=	\$ 10,000.00
6" Gate Valve	1	EA	\$ 5,000	=	\$ 5,000.00
			<b>TOTAL</b>		<b>\$ 357,010.00</b>



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11740**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to approve Jewel of The South, Inc., to remove and replace the Sanitary Sewer line behind 4616 Greenspring Road in the amount of \$88,055.00. This item is requested by Tim Lewis, Water & Sewer Superintendent. This item is located in Ward 4. This item is budgeted.

**RECOMMENDATION:**

Consideration for the Mayor and City Council to approve Jewel of The South, Inc., to remove and replace the Sanitary Sewer located behind 4616 Greenspring Road in the amount of \$88,055.00. The Sanitary Sewer line has approximately 120 linear feet of 8-inch sanitary sewer main. The sewer main at this location was identified through the City's sanitary sewer evaluation study (SSES) with major deficiencies such as infiltration and broken pipe and roots in sewer main that can cause a major sewer overflow. This work will be done in Ward 4.

**BACKGROUND:**

The Department of Public Works Water and Sewer Division has approximately 120 linear feet of damaged pipe and roots in existing 8-inch Sanitary Sewer Main. This location was identified through the City's Sanitary Sewer Evaluation Study (SSES) as one of the important areas with multiple deficiencies that can cause a major sewage spill /overflow.

**BUDGETED ITEM:**

Yes, this is budgeted line item 505-4400-42-1400 MOST TAX FUND

**STRATEGIC CONNECTION:**

This agenda supports the objective outlined in Goal IV Public Safety and Security IV 6 uses smart cities approach to protect public health, reduce crime and support emergency preparedness.

**Attachments**

Kemi Construction Co Inc 4616 Greenspring Rd (PDF)

Jewel of The South 4616 Green Springs (PDF)

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**Prepared by:** Cassandra Tolliver  
**Department Director:** Timothy Lewis

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Review:

City Manager's Office Pending  
Timothy Lewis Pending  
City Attorney's Office Pending  
City Clerk Completed 02/13/2025 3:59 PM  
City Manager's Office Pending  
Mayor & City Council Pending 02/17/2025 7:30 PM



**Kemi Construction Co., Inc.**  
2550 West Point Avenue  
College Park, Georgia 30337  
Phone (404) 349-8228 • Fax (404) 349-6113

November 7, 2024

Proposal Date

Mr. Tim Lewis  
City of College Park  
3667 Main Street  
College Park, GA 30337

SUBJECT: 4616 Green Spring Road

We proposed to furnish all labor, equipment, material and supervision to accomplish below subjects:

Mobilization						\$	2,500.00
Tree Removal	5	EA	@	\$	4,000	\$	20,000.00
Bypass Sewer	1	EA	@	\$	19,800	\$	19,800.00
Traffic Control/Detour	1	EA	@	\$	16,500	\$	16,500.00
Saw Cut Pavement	52	LF	@	\$	15	\$	780.00
Fence Removal/Replace +/- 25=feet	1	EA	@	\$	2,500	\$	2,500.00
8-inch D I P	120	LF	@	\$	220	\$	26,400.00
Remove & Repair Existing Manhole	1	EA	@	\$	32,000	\$	32,000.00
Brick Patio Removal/Replace	1	EA	@	\$	2,750	\$	2,750.00
Road & Patch	1	EA	@	\$	8,500	\$	8,500.00
Grassing	1	LS	@	\$	750	\$	750.00
					<b>TOTAL</b>	\$	<b>132,480.00</b>



# ESTIMATE

## JEWEL OF THE SOUTH, INC.

*"It starts with a Vision...We make it a Reality"*

1540 Highway 138, S.E., Suite 4B

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

**Estimate No.:** 24-1112-01

**Date:** 11/12/2024

**Expiration Date:** 12/12/2024

**To:**  
City of College Park  
3636 College Street  
College Park, GA 30337

**Ship To:**  
4616 Greenspring Rd  
College Park, GA

**For:**  
12" Sanitary Sewer Replacement

DESCRIPTION	QTY	Unit	Rate	Amount
<b>City of College Park -Greenspring Rd - Sanitary Sewer System</b>				
12" sanitary sewer line replacement, manhole adjustment, tie-ins, sawcut and asphalt replacement, chain link fence, and erosion control				\$ 88,055.00

Payment Terms: Per Master Agreement.

**TOTAL \$ 88,055.00**

Price includes material, labor, disposal, final cleaning, taxes, shipping, insurances, and overhead & profit.

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11748**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 3, 2025

**TITLE:** Consideration of and action on a request for approval of a Service Agreement between the City of College Park and Motorola Solutions, Inc., for Connectivity, maintenance, support, and other services for the Police Public Safety radio system in the of amount of \$92,251.45. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.

**RECOMMENDATION:**

Approval for a Service Agreement between the City of College Park and Motorola Solutions, Inc., for Connectivity, maintenance, support, and other services for the Police Public Safety radio system in the of amount of \$92,251.45. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.

**BACKGROUND:**

Astro 25 ACS Centralized Services. Connectivity access, charge - interstate, ACS managed services. Local Device repair-custom SLA. Release impact training, implementation training; Astro SUA II field implementation svc; system upgrade agreement II.

**BUDGETED ITEM:**

The cost of this service is budgeted item 100 3200 52 6170

Astro Connectivity Access - \$25,578.57

Local Devices repair - \$66,672.88

Total \$92,251.45

**STRATEGIC CONNECTION:**

This agenda item supports the Strategic Goal #4: Use Smart Cities approaches to protect public health, reduce crime, and support emergency preparedness.

**Attachments**

MOTOROLA Solutions, Inc., Service Contract (PDF)

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**Prepared by:** Jewel Dunlap  
**Department Director:** Connie Rogers, Chief of Police

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Review:

Connie Rogers	Completed	02/10/2025 8:41 AM
City Attorney's Office	Pending	
City Clerk	Completed	02/13/2025 4:00 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



**MOTOROLA SOLUTIONS****Motorola Solutions, Inc.**500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800**ORIGINAL INVOICE**

<b>Transaction Number</b> 8230426084	<b>Transaction Date</b> 26-SEP-2023	<b>Transaction Total</b> 66,672.88 USD	
<b>P.O. Number</b>		<b>P.O. Date</b>	<b>Customer Account No</b> 1011379212
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 26-OCT-2023

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**COLLEGE PARK, CITY OF  
ATTN: Accounts Payable  
3717 COLLEGE ST  
COLLEGE PARK GA 30337  
United States**IMPORTANT INFORMATION**For all invoice payment inquiries contact  
AccountsReceivable@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

Sales Order(s): USC000006705-R03-MAR-23 11:17:51

**SPECIAL INSTRUCTIONS / COMMENTS**

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	LSV00Q00575A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 LOCAL DEVICE REPAIR- CUSTOM SLA:01-JUL-23:30-JUN-24:			32,059.36
2	LSV01S01109A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 ASTRO SYSTEM ADVANCED PLUS PACKAGE:01-JUL-23:30-JUN-24:			23,377.97
3	SVC02SVC0433A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 ASTRO SUA II FIELD IMPLEMENTATN SVC:01-JUL-23:30-JUN-24:			0.00
4	SVC04SVC0169A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 SYSTEM UPGRADE AGREEMENT II:01-JUL-23:30-JUN-24:			11,235.55
5	SVC02SVC0343A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 RELEASE IMPACT TRAINING:01-JUL-23:30-JUN-24:			0.00

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 8230426084	<b>Customer Account No</b> 1011379212	<b>Payment Due Date</b> 26-OCT-2023	<b>Transaction Total</b> 66,672.88 USD	<b>Amount Paid</b>
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

COLLEGE PARK, CITY OF  
ATTN: Accounts Payable  
3717 COLLEGE ST  
COLLEGE PARK GA 30337  
United States**Payment Transfer Details**CHICAGO  
WIRE Routing Transit Number: 026009593  
ACH/EFT Routing Transit Number: 111000012  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819**Send Payments To:****MOTOROLA SOLUTIONS**Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United StatesPlease provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230426084	<b>Transaction Date</b> 26-SEP-2023	<b>Transaction Total</b> <b>66,672.88 USD</b>	
<b>P.O. Number</b>		<b>P.O. Date</b>	<b>Customer Account No</b> 1011379212
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 26-OCT-2023

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
6	SVC02SVC0344A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 RELEASE IMPLEMENTATION TRAINING:01-JUL-23:30-JUN-24:			0.00
7	SVC02SVC0201A	Service From: 01-JUL-2023 Service To: 30-JUN-2024 ASTRO SUA II UO IMPLEMENTATION SERVICES:01-JUL-23:30-JUN-24:			0.00
Total Tax GA 0.00					
<b>USD Subtotal</b>					<b>66,672.88</b>
<b>USD Total Tax</b>					<b>0.00</b>
<b>USD Total</b>					<b>66,672.88</b>
<b>USD Amount Due</b>					<b>66,672.88</b>

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## ORIGINAL INVOICE

<b>Transaction Number</b> 8230438492		<b>Transaction Date</b> 29-DEC-2023		<b>Transaction Total</b> <b>25,578.57 USD</b>	
<b>P.O. Number</b>			<b>P.O. Date</b>		<b>Customer Account No</b> 1011379212
<b>Payment Terms</b> Net Due in 30 Days				<b>Payment Due Date</b> 28-JAN-2024	
<b>Bill To Address</b> COLLEGE PARK, CITY OF ATTN: Accounts Payable 1886 W HARVARD AVE COLLEGE PARK GA 30337 United States			<b>Ship To Address</b> COLLEGE PARK, CITY OF 3717 COLLEGE ST COLLEGE PARK GA 30337 United States		

### IMPORTANT INFORMATION

**Contract Number**  
USC000752508

For all invoice payment inquiries contact  
AccountsReceivable@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**Sales Order(s):** USC000752508

### SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	LSV00Q02847A	Service From: 01-DEC-2023 Service To: 30-APR-2024 ASTRO 25 CONNECTIVITY INSTALL SERVICES:01-DEC-2023:30-APR-2024:			5,956.44
2	MSV01S02105A	Service From: 01-DEC-2023 Service To: 30-APR-2024 ASTRO 25 CONNECTIVITY ACCESS CHARGE - INTRASTATE:01-DEC-2023:30-APR-2024:			3,053.47
3	MSV01S02786A	Service From: 01-DEC-2023 Service To: 30-APR-2024 ACS MANAGED SERVICES:01-DEC-2023:30-APR-2024:			16,245.43
4	MSV01S02104A	Service From: 01-DEC-2023 Service To: 30-APR-2024 ASTRO 25 ACS CENTRALIZED SERVICES:01-DEC-2023:30-APR-2024:			323.23

Please detach here and return the bottom portion with your payment

### Payment Coupon

<b>Transaction Number</b> 8230438492	<b>Customer Account No</b> 1011379212	<b>Payment Due Date</b> 28-JAN-2024	<b>Transaction Total</b> <b>25,578.57 USD</b>	<b>Amount Paid</b>
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

COLLEGE PARK, CITY OF  
ATTN: Accounts Payable  
1886 W HARVARD AVE  
COLLEGE PARK GA 30337  
United States

### Payment Transfer Details

Bank of America, Dallas  
WIRE Routing Transit Number: 026009593  
ACH/EFT Routing Transit Number: 111000012  
SWIFT: BOFAUS3N  
Bank Account No: 3756319806

### Send Payments To:



Motorola Solutions, Inc.  
13108 Collections Center  
Chicago IL 60693  
United States  
Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

# ORIGINAL INVOICE

<b>Transaction Number</b> 8230438492	<b>Transaction Date</b> 29-DEC-2023	<b>Transaction Total</b> <b>25,578.57 USD</b>
<b>P.O. Number</b>	<b>P.O. Date</b>	<b>Customer Account No</b> 1011379212
<b>Payment Terms</b> Net Due in 30 Days		<b>Payment Due Date</b> 28-JAN-2024

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
Total Tax GA 0.00				<b>USD Subtotal</b>	<b>25,578.57</b>
				<b>USD Total Tax</b>	<b>0.00</b>
				<b>USD Total</b>	<b>25,578.57</b>
				<b>USD Amount Due</b>	<b>25,578.57</b>

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGEPAKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11771

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 11, 2025

**TITLE:** Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$20,020.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.

**Attachments**

The Collaborative Firm - Invoice #20250006 - \$20,020.00 (PDF)

**Prepared by:** Melanie Stephens  
**Department Director:** Dr. Emmanuel Adediran, City Manager

**Review:**

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 4:08 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

**The Collaborative Firm, LLC**  
*Planning, Program Management & Development*

# INVOICE

1514 East Cleveland Avenue Suite 82 East Point, GA 30344 Phone 404.684.7031 Fax 404.684.7033 Tax ID # 37-1450931	2/4/2025 INVOICE-20250006 NET 30
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**Bill To:**  
 City of College Park  
 3667 Main Street  
 College Park, Georgia 30337

**Billing Period:**  
 January 2025:  
 Original Invoice  
**Submitted by: Brian Hightower**

**College Park Planning Services**

Project Description	Rate	Total
Week Ending 1/3/2025 16.00 hours	\$ 130.00	\$ 2,080.00
Week Ending 01/10/2025 35.00 hours	\$ 130.00	\$ 4,550.00
Week Ending 01/17/2025 35.00 hours	\$ 130.00	\$ 4,550.00
Week Ending 01/24/2025 32.00 hours	\$ 130.00	\$ 4,160.00
Week Ending 01/31/2025 36.00 hours	\$ 130.00	\$ 4,680.00
Total: 154.00 hours		
	<b>Labor Subtotal</b>	<b>\$ 20,020.00</b>
Deborah Rogoff-Ezra		
Cynthina Hanson		
<b>Expenses Other Direct Costs (ODC's)</b>		
	<b>ODC Subtotal</b>	<b>\$0.00</b>
	<b>TOTAL INVOICE</b>	<b>\$ 20,020.00</b>

<b>College Park On Call Planning Services Billing Summary</b>		
<b>Jan-25</b>		
<b>Staff</b>	<b>Week Ending 1/3/2025</b>	
<b>DE</b>	SAGES building review/approval and continued sign permit coordination and review; Answer customer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA meeting - review and request additional information not included in application package; Upcoming BZA meeting preparation - text amendment staff reports; assist applicants with sages system; Review business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research and resolutions on questionable uses and property owner problems; Coordination with City Engineer on plat map process and pipeline projects. Continue to identify inconsistencies and issues with zoning code and linked sections of City ordinances, coordinate with City Attorney on text amendments for City Attorney to draft ordinances, review drafts. Fence permit issue resolutions. Met with City Attorney	16
<b>Week Ending 01/10/2025</b>		
<b>DE</b>	SAGES building review/approval and continued sign permit coordination and review; Answer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA meeting - revise staff reports to add 2 additional variances; Upcoming BZA meeting preparation compile packages for distribution. Assist applicants with sages system; Review business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research and resolutions on questionable uses and property owner problems; Coordination with City Engineer on plat map process and pipeline projects for next PC meeting. Continue to identify inconsistencies and issues with zoning code and linked sections of City ordinances, coordinate with City Attorney on text amendments for City Attorney to draft ordinances, review drafts. Meet with City attorney. City Council meeting	35.00
<b>Staff</b>	<b>Week Ending 01/17/2025</b>	
<b>DE</b>	SAGES building review/approval and continued fence and sign permit coordination and review; Answer company phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA meeting - revise staff reports to add 2 additional variances. Assist applicants with sages system; Review business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research and resolutions on questionable uses and property owner problems; Coordination with City Engineer on plat map process and pipeline projects for next PC meeting. Continue to identify inconsistencies and issues with zoning code and linked sections of City ordinances, coordinate with City Attorney on text amendments for City Attorney to draft ordinances, review drafts. 3 zoning verification letters. Met with City attorney, BZA meeting and prep, and open records requests	35.00

Staff	Week Ending 01/24/2025	
DE	SAGES building review/approval and continued fence and sign permit coordination and review; phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next Planning Commission meeting - revise staff reports, add plat map item, revise text amendment language. Assist applicants with sages system; Review business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research and resolutions on questionable uses and property owner problems; Coordination with City Engineer on plat map process and pipeline projects for next PC meeting. Continue to identify inconsistencies and issues with zoning code and linked sections of City ordinances, coordinate with City Attorney on text amendments for City Attorney to draft ordinances, review drafts. City Council meeting. Open records requests	32.00
Staff	Week Ending 01/31/2025	
DE/CH	SAGES building review/approval and continued fence and sign permit coordination and review; phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next Planning Commission meeting - revise staff reports, add plat map item, revise text amendment language. Assist applicants with sages system; Review business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research and resolutions on questionable uses and property owner problems; Coordination with City Engineer on plat map process and pipeline projects for next PC meeting. Continue to identify inconsistencies and issues with zoning code and linked sections of City ordinances, coordinate with City Attorney on text amendments for City Attorney to draft ordinances, review drafts. Coordinate on special projects and business license renewals. Planning Commission meeting and preparation, City attorney meeting to resolve issues. reporting of projects in pipeline and upcoming for transition. Coordinate replacement activities. Transition preparation. File management.	36.00
	<b>Total Hours</b>	<b>154.00</b>
	Hourly Rate	\$130.00
	<b>TOTAL LABOR</b>	<b>\$20,020.00</b>
		<b>AMOUNT</b>
	<b>ODC</b>	
	<b>Total ODC</b>	<b>\$0.00</b>
	<b>Total Fee</b>	<b>\$20,020.00</b>





3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11766**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to approve the purchase and installation of an LED monument sign at the entrance of Phillips Park to replace the current wooden sign. This item is requested by Councilman Roderick Gay. This is a budgeted item. This item is located in Ward 4.

**RECOMMENDATION:**

The installation of the LED monument sign at Phillips Park will improve communication and enhance the visitor experience by displaying important messages and content.

The sign will provide real-time updates regarding the park's amenities, hours of operation, safety notices and other events such as reunions, city gatherings and holiday greetings from the city. Additionally, the sign can provide information about ongoing park construction and restroom closures.

Similar LED monument signs have been installed at various municipal buildings and government locations to communicate important messages that are difficult to deliver through static signage. Notable examples include LED signs at the Main Street Academy on Lakeshore Drive, The Tracy Wyatt Recreation Center, the Godby Road Police Station and the Promise Institute on Main Street. In addition to improving communication, the new sign will also provide an aesthetic upgrade to the park, complementing the visual appeal of other monument signs in the area and benefiting the park and surrounding community.

**BUDGETED ITEM:**

This initiative is part of the Community Enhancement Budget and is sponsored by City Council Member Roderick Gay. This item is already budgeted.

**Attachments**

Quote - Stewart Signs - Monument Outdoor LED Signs (PDF)

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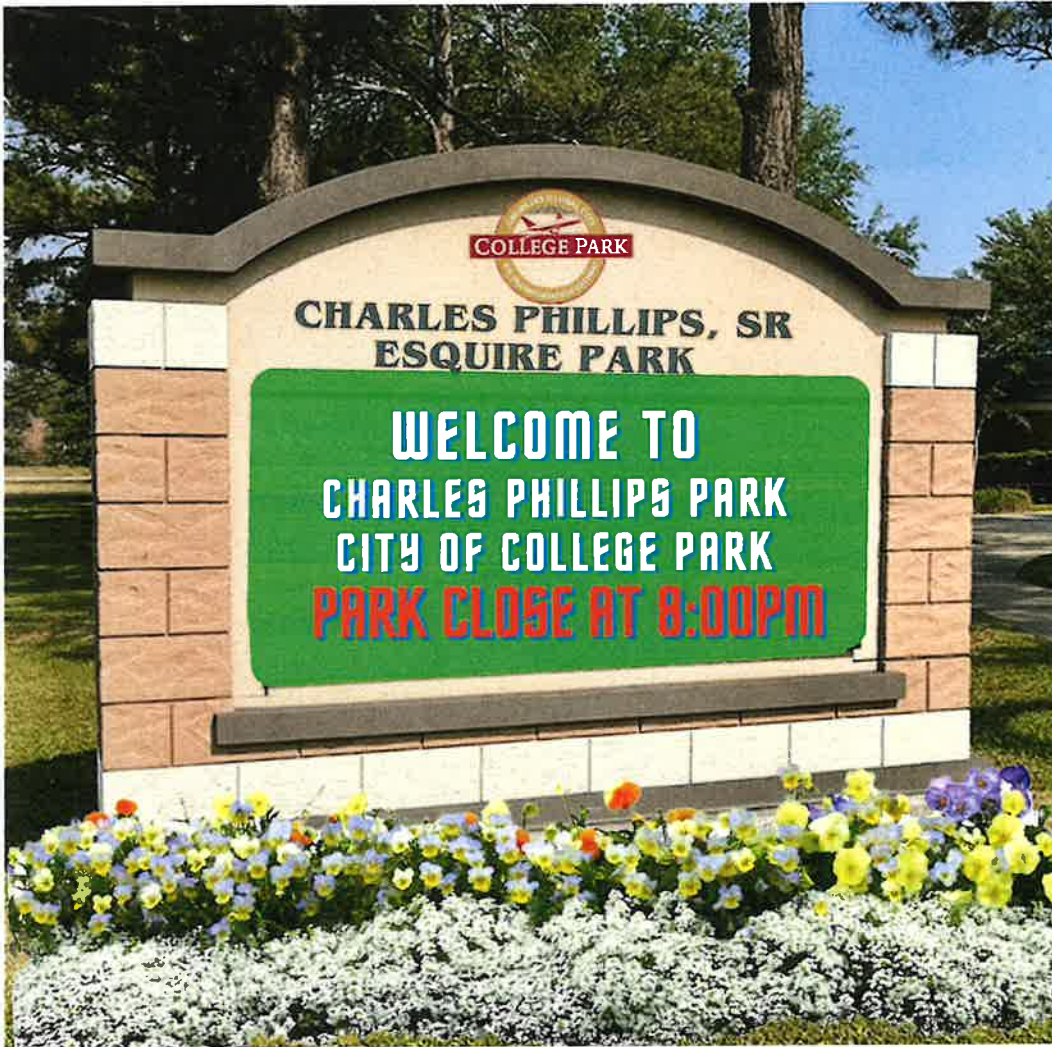
**Prepared by:** Melanie Stephens  
**Department Director:** Councilman Roderick Gay

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Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 4:13 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

# MONUMENT OUTDOOR LED SIGNS



**StewartSigns**  
ONE SIGN. ONE COMPANY

**\$65,000.00** includes installation, software, maintenance and warranty.



MONUMENT LED SIGNS  
CLASSIC LOOK WITH MODERN  
TECHNOLOGY  
COMBINING INDEPENDENT  
LED CABINETS WITH  
MONUMENT-STYLE SIGNS, WE  
CAN PAIR TECHNOLOGY WITH  
TRADITION!  
CHOOSE THEIR CORNERSTONE  
LED MODEL FOR ...  
A CLASSICAL APPEARANCE.  
LED DISPLAYS UP TO 11'6"  
WIDE.  
LOW HEIGHT APPLICATIONS.

# Stewart Signs

ONE SIGN, ONE COMPANY

15'

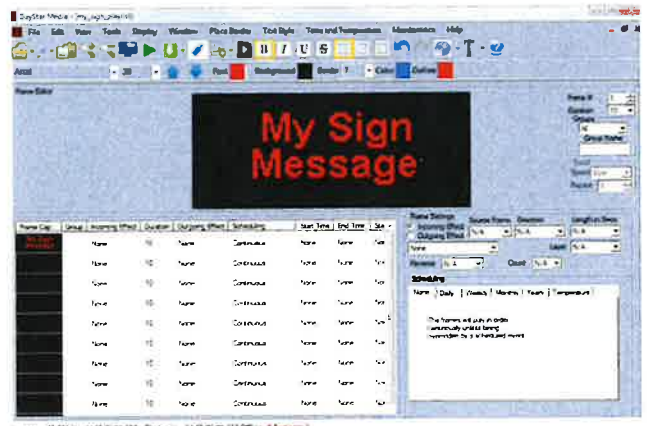


THE CORNERSTONE LED COMBINES OUR VERSATILE INDEPENDENT LED DISPLAYS WITH OUR MONUMENT-STYLE SIGNS. THIS LOOK WILL COMPLEMENT MORE TRADITIONAL ARCHITECTURES AND CREATE A CLASSIC LOOK WITH MODERN TECHNOLOGY!

OUR ATLAS LED DISPLAYS ARE ETL LISTED. AS A STANDARD OF SAFETY AND QUALITY ASSURANCE, OUR SIGNS UNDERGO THOROUGH AND RIGOROUS TESTING. THIS COMMITMENT TO QUALITY ALLOWS US TO PROVIDE SOME OF THE BEST WARRANTIES IN THE BUSINESS, AND HELPS TO ENSURE THAT YOUR SIGN IS SAFE REGARDLESS OF ELECTRICAL AND ENVIRONMENTAL CONDITIONS.

- MONUMENT OUTDOOR LED SIGNS
- SOFTWARE
- PHOTOS & VIDEO
- FEATURES
- SIZES
- OPTIONS

PAINT COLORS  
STUCCO TEXTURE AND OTHER CORNERSTONE ACCENT COLORS ARE AVAILABLE IN ANY SHERWIN-WILLIAMS PAINT COLOR. SAMPLES SHOWN HERE ARE OUR MOST POPULAR CORNERSTONE COLORS. BENJAMIN MOORE COLOR CODES ARE ALSO ACCEPTED. DUE TO DIFFERENCES BETWEEN MONITORS AND DISPLAY SETTINGS, THE COLOR SAMPLES SHOWN ARE CLOSE APPROXIMATIONS OF OUR TRUE MATERIAL COLORS. WE RECOMMEND VISITING A SHERWIN-WILLIAMS LOCATION FOR SAMPLES OF MATERIAL COLORS.





3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11773

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 11, 2025

**TITLE:** Consideration of and action on a request to approve the quote and state contract for the purchase of a 2024 Transit 150 Cargo Van. This is a budgeted item and is sponsored on behalf of Councilman Joe Carn.

**Attachments**

Proposal Quote (71) (PDF)

windowsticker (64) (PDF)

Wade Ford Information Sheet (PDF)

Extension 8Wade Ford dba Smyrna 2025 (PDF)

**Prepared by:** Melanie Stephens  
**Department Director:** Councilman Joe Carn

**Review:**

Emmanuel Adediran	Pending	
Purchasing	Pending	
Finance	Pending	
City Clerk	Completed	02/13/2025 4:14 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



## PRICING PROPOSAL

DATE Tuesday, February 11, 2025

Account Manager: LACRETIA CARROLL  
 Direct Number: 678.385.3436  
 CUSTOMER CITY OF COLLEGE PARK  
 CONTACT JOE CARN  
 PHONE 404.472.4599  
 EMAIL [ward2joe@gmail.com](mailto:ward2joe@gmail.com)  
 ADDRESS

VEHICLE		TRADE	
Vehicle	2024 TRANSIT 150 CARGO MR VAN	Vehicle	
Color	WHITE	VIN	
Stock #	RKA10422	Miles	
PRICING		Actual Value	
Vehicle Price	\$54,200.00	Tires	-
STOCK FEE	\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)	\$0.00	Mechanical repairs	-
DOC	\$0.00	Brakes	-
Vehicle Selling Price	\$54,700.00	Scratches / Paint	-
TOTAL UPFIT	\$8,640.00	Body Damage / Dents	-
Customer Rebates / GPC	- (\$6,860.00)	Extra Allowance	+
Difference	\$56,480.00	Allowance:	\$0.00
		FLEETTAIL	
Taxes 7%	+ \$0.00	Name	
Trade Payoff	+ \$0.00	Address	
Maintenance Plan 7 / 100	+ \$0.00	Phone	
Service PLAN 7 / 100	+ \$0.00	Email	
Shipping Fee	+ \$0.00		
Balance Due (estimate)	\$56,480.00		
Total Quantity	1		
Order Total	\$56,480.00		
NOTES			
<p><i>This sales order does not guaranty available.            A purchase order is required to guarantee availability.</i></p>			

X  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

*Lacretia Carroll*  
 Account Manager \_\_\_\_\_ Date 2/11/2025





ford.com

# VEHICLE DESCRIPTION TRANSIT

2024 150 MR CARGO RWD  
148" WHEELBASE  
3.5L PFDI V6 (GAS)  
10-SPEED TRANSMISSION

## RK A10422

EXTERIOR OXFORD WHITE  
INTERIOR DARK PALAZZO GRAY VINYL

### STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

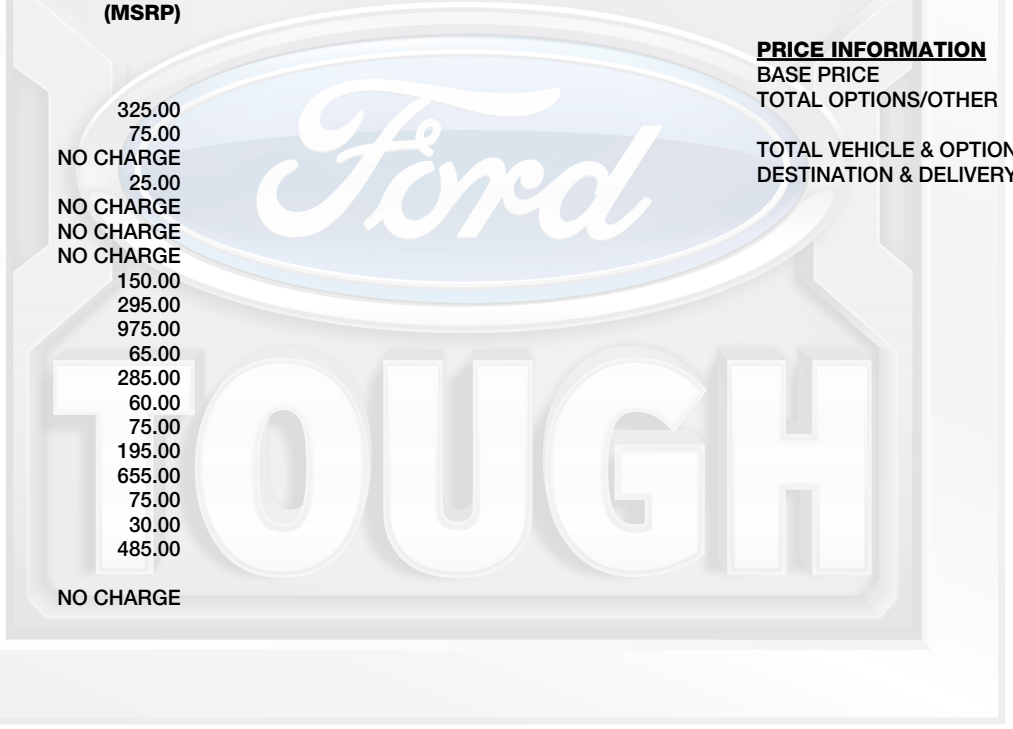
- |  |  |   |  |
|--|--|---|--|
| <b>EXTERIOR</b><br>• AUXILIARY FUEL PORT<br>• BODY SIDE MOLDINGS - BLACK<br>• BUMPERS - CARBON BLACK<br>• FULL SIZE SPARE TIRE/WHEEL<br>• HEADLAMP COURTESY DELAY<br>• WIPERS - RAIN-SENSING | <b>INTERIOR</b><br>• AIR CONDITIONING<br>• ASSIST HANDLES - A-PILLAR<br>• CENTER CONSOLE<br>• INTERIOR LIGHTING - LED<br>• LOCKING GLOVE BOX<br>• POWERPOINT - 12V (FRONT)<br>• STEERING - TILT/TELESCOPIC<br>• TACHOMETER | <b>FUNCTIONAL</b><br>• AUTO HIGH-BEAM HEADLAMPS<br>• ELECTRONIC PWR ASST STEER<br>• FORWARD COLLISION WARNING<br>• HILL START ASSIST<br>• LANE-KEEPING SYSTEM<br>• POST-COLLISION BRAKING<br>• PRE-COLLISION ASSIST W/AEB<br>• REAR VIEW CAMERA<br>W/ TRAILER HITCH ASSIST<br>• SELECTABLE DRIVE MODES<br>• SIDE-WIND STABILIZATION | <b>SAFETY/SECURITY</b><br>• 3 POINT SAFETY BELTS<br>• ADVANCETRAC™ WITH RSC®<br>• AIRBAGS® FRONT, SIDE AND SAFETY CANOPY® SYSTEM<br>• BRAKES - 4WHEEL DISC W/ABS<br>• SECURILOCK® ANTI-THEFT SYS<br>• SOS POST-CRASH ALERT SYSTM™<br>• TIRE PRESSURE MONIT SYS |
|--|--|---|--|

**WARRANTY**  
 • 3YR/36,000 BUMPER / BUMPER  
 • 5YR/60,000 POWERTRAIN  
 • 5YR/60,000 ROADSIDE ASSIST

### INCLUDED ON THIS VEHICLE

- |                                 |               |
|---------------------------------|---------------|
| <b>OPTIONAL EQUIPMENT/OTHER</b> | <b>(MSRP)</b> |
| PREFERRED EQUIPMENT PKG.101A    |               |
| 3.73 LIMITED SLIP AXLE          | 325.00        |
| REAR COMPARTMENT LIGHTING       | 75.00         |
| FRONT LICENSE PLATE BRACKET     | NO CHARGE     |
| TIE DOWN CARGO HOOKS            | 25.00         |
| 8800# GVWR PACKAGE              | NO CHARGE     |
| B-PILLAR ASSIST HANDLE          | NO CHARGE     |
| 50 STATE EMISSIONS              | NO CHARGE     |
| BACK UP ALARM                   | 150.00        |
| REVERSE SENSING SYSTEM          | 295.00        |
| BULKHEAD W/ WINDOW              | 975.00        |
| LONG-ARM PWR MIRRORS            | 65.00         |
| EXTENDED FUEL TANK (31 GAL)     | 285.00        |
| D-PILLAR ASSIST HANDLES         | 60.00         |
| FRONT OVERHEAD SHELF            | 75.00         |
| LARGE CENTER CONSOLE            | 195.00        |
| EXTND LENGTH RUNNING BOARDS     | 655.00        |
| 2 ADDITIONAL KEYS               | 75.00         |
| WIPER ACTIVATED HEADLAMPS       | 30.00         |
| LOAD AREA PROTECTION PKG        | 485.00        |
| .VINYL F/R FLOOR COVERING       |               |
| E-85 FLEX FUEL CAPABLE          | NO CHARGE     |

**PRICE INFORMATION**  
 BASE PRICE \$48,335.00  
 TOTAL OPTIONS/OTHER 3,770.00  
 TOTAL VEHICLE & OPTIONS/OTHER 52,105.00  
 DESTINATION & DELIVERY 2,095.00



## California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

# Environmental Performance

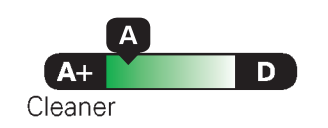
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with **higher ratings**:

### Greenhouse Gas Rating (tailpipe only)



### Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



## GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score Not Rated**  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★
	Passenger	★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	Front seat	Not Rated
	Rear seat	Not Rated

Based on the risk of injury in a side impact.

**Rollover Not Rated**  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

1FTYE1C81RKA10422



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, v vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phl lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

rates may apply. Text HELP for help



[www.ford.com/help/privacy-terms/](http://www.ford.com/help/privacy-terms/)

RAMP ONE	CM7Z
RAMP TWO	CONVOY
ITEM #:	21-G868 O/T 5B

**TOTAL MSRP \$54,200.00**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

**SPECIAL ORDER**  
 RA032 N RB 2X 415 005741 01 03 24

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.





## Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-40199373</b>	<b>NIGP Code</b>	<b>See NIGP Tab</b>
<b>Name of Contract</b>	<b>Administrative Vehicles</b>		
<b>Effective Date</b>	<b>11-15-2013</b>	<b>Expires</b>	<b>11-30-2024</b>
Contract Table of Contents			
<b>Active Suppliers</b>	<b>5</b>	<b>Contract Information:</b>	<b>Mandatory Contract</b>
<b>Contract Information for Supplier</b>			<b>Click to Link to Page</b>
Wade Ford			2
<b>Additional Contract Information</b>			
Contract Renewals, Extensions, Amendments			3
NIGP Codes			3
Pricing / Ordering Instructions			4
Vehicle Specifications			5-7
Special Contract Terms and Conditions			8
DOAS Contact Information			9

## Supplier Contract Information

<b>Statewide Contract Number</b>	99999-SPD-ES40199373-009S		
<b>PeopleSoft Vendor Number</b>	0000011786	<b>Location Code</b>	000001
<b>Supplier Name &amp; Address</b>			
Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080			
<b>Contract Administrator</b>			
Rollins Walker Phone: 404-317-6495 Fax: 770-433-2412 Email: <a href="mailto:rollins.walker@wade.com">rollins.walker@wade.com</a>			
<b>Contact Details</b>			
<b>Ordering Information</b>	Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080 866-847-5880		
<b>Remitting Information</b>	Smyrna-F, LLC d.b.a Wade Ford 3860 S Cobb Dr Smyrna, GA 30080		
<b>Delivery Days</b>	Supplier is responsible for communicating with authorized user about production window, delivery to dealer lot from manufacturer, and delivery dates to customer.		
<b>Discounts</b>	0%		
<b>Payment Terms</b>	Net 30 days		
<b>Price Structure</b>	Firm, Fixed Line-Item Pricing		
<b>Acceptable payment method</b>	Purchase Orders, EFT		

## Contract Renewals/ Extensions/ Amendments:

Amendment #1	Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below, plus 1%
Renewal #1:	12/01/2014 - 11/30/2015
Renewal #2	12/01/2015 - 11/30/2016
Renewal #3:	12/01/2016 - 11/30/2017
Extension #1:	12/01/2017 - 11/30/2018
Extension #2:	12/01/2018 - 11/30/2019
Extension #3:	12/01/2019 - 11/30/2020
Extension #4:	12/01/2020 - 11/30/2021
Extension #5:	12/01/2021 - 11/30/2022
Amendment #10:	Modified Vehicle Ordering Process
Extension #6:	12/01/2022 - 11/30/2023
Extension #7	12/01/2023 - 11/30/2024
Amendment #13	Pricing
Amendment #14	Pricing
Amendment #15	Pricing

NIGP Codes	
<b>07104</b>	Sedans
<b>07201</b>	Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
<b>07202</b>	Class II Trucks (6,001-10,000 lb. GVWR (F-350)
<b>07180</b>	SUV's, Crossover SUV's
<b>07190</b>	Vans, Cargo
<b>07192</b>	Vans, Passenger (Regular and Handicapped Equipped)

## Pricing

The Vehicle Availability Matrix contains the current base pricing for the statewide fleet contracts. Please make sure that you are on the tab specifically for the vehicle(s) that you are looking to purchase.

You can find the most up to date version of the Vehicle Availability Matrix on the DOAS website at this link (<https://doas.ga.gov/state-purchasing/statewide-contracts>). Just scroll down to the section that looks like this image below and it is hyperlinked at the end of the paragraph.

### **Report of Vehicle Availability Under Statewide Contracts**

Attached is a comprehensive overview of our Statewide Contracts for Administrative Vehicles, Police Pursuit Vehicles, and Truck Chassis and Truck Bodies with pricing as well as the Anticipated 2024 Order Entry Availability Date (Begin) and the Anticipated 2024 Order Window Close Dates. For any questions regarding Administrative Vehicles, Police Pursuit Vehicles, Georgia School Buses, Truck Chassis and Truck Bodies, or the AMIGI contracts, please contact Emily Harris at [emily.harris@doas.ga.gov](mailto:emily.harris@doas.ga.gov).

[Vehicle Availability Report Under the Statewide Contract.](#)

## Ordering Instructions

1. Review current order window and base pricing according to the Vehicle Availability Matrix.
2. Reach out to the supplier for a quote.
  - a. The quote should contain all options listed that the authorized user is requesting.
  - b. **Note:** If the base price listed on the quote does not reflect the price listed on the Vehicle Availability Matrix, **PLEASE** reach out to the contract manager to resolve this.
3. Any state of Georgia Executive branch agency must submit purchase order for prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM.
  - a. OFM Contact: Bobby Arrington, [bobby.arrington@doas.ga.gov](mailto:bobby.arrington@doas.ga.gov)
4. Authorized user submits a purchase order to the dealership for the vehicle.
5. Supplier submits order to the manufacturer and provides confirmation to the authorized user that the order has been placed.

<b>State Of Georgia General Specifications For Automobiles, Sport Utility Vehicles and Light Duty Trucks</b>	
<b>NOTE:</b>	Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.
<b>APPLICABLE DOCUMENTS:</b>	Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.
<b>DESIGN:</b>	New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean more than the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.
<b>COMPONENTS, ASSEMBLIES AND ACCESSORIES:</b>	The vehicle shall have all its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pickup trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pickup trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly about tongue weight and tow weight.
<b>STANDARD EQUIPMENT:</b>	The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".
<b>EMISSION CONTROLS:</b>	All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.
<b>TOOLS:</b>	Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM:	Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.
CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS	Located for left hand drive. Complete and conveniently accessible to drivers. Instruments and controls clearly identified as to function.
HEATER AND DEFROSTER	Hot water heating systems with fresh air intake. Discharge outlets to the floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.
EXTERIOR FINISHES	Standard production colors.
MATERIALS:	New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.
SERVICE AND REPAIR	The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non- warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.
WARRANTY	Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage overall or any components of the vehicle, in the form of time and/or mileage including any proportional arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION	Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT	<p>The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Focusing of lights</li> <li>• Tuning of engine</li> <li>• Adjustment of accessories</li> <li>• Checking of electrical, braking and suspension systems</li> <li>• Charging of batteries</li> <li>• Alignment of front-end Inflation of tires</li> <li>• Balancing of all wheels, including the spare</li> <li>• Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery</li> <li>• Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.</li> <li>• Servicing windshield washer reservoir with water and appropriate additives</li> <li>• A minimum of 1/4 tank of fuel.</li> </ul>
DOCUMENTS	<p>Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.</p>

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

- 1. SPECIFICATIONS AND TECHNICAL SUPPORT:** Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. The commercial power train warranty will be 5 years, or 60,000 miles and rust-through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.
- 2. PRICES:** Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at the dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.
- 3. FOB - Regional Delivery:** Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.
- 4. ORDERS:** Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
  - a.** State invoices will have the purchase order referenced.
- 5. VEHICLE EQUIPMENT DATA SHEET:** This document shall be submitted with a bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.
- 6. EMISSION CONTROL:** Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra- low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.
- 7. PURCHASE ORDER APPROVALS:** Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM
  - a.** Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.



## **DOAS CONTACT INFORMATION**

### **DOAS Contract Manager**

**Name:** Emily Harris

**Phone:** 470-668-2663

**Email:** emily.harris@doas.ga.gov

### **Procurement Help Desk**

**Telephone:** 404-657-6000

**Email:** procurementhelp@doas.ga.gov



**CONTRACT AMENDMENT # 17  
EXTENSION # 8**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date listed below.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Department of Administrative Services
<b>Contractor's Full Legal Name:</b>	Smyrna-F LLC dba Wade Ford,
<b>Contract No.:</b>	99999-SPD-ES40199373-009S
<b>Solicitation Title/Event Name:</b>	Administrative Vehicles
<b>Contract Award Date:</b>	11/1/2013
<b>Current Contract Term:</b>	12/1/2023 - 11/30/2024

**BACKGROUND AND PURPOSE.** The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend it for an additional term of twelve month and to establish the pricing/pricing schedule for the vehicles awarded under this Statewide contract.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	12/1/2024
<b>End Date of New Contract Term:</b>	11/30/2025


The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period.

CONTRACT NUMBER: 99999-SPD-ES40199373-009S

2. **PRICING:** The pricing for the vehicles offered under this statewide contract is hereby amended to reflect the pricing schedule shown on Exhibit A.
3. **EFFECTIVE DATE:** October 1, 2024
4. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Smyrna-F, LLC dba Wade Ford
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Rollins Walker Commerical Fleet Manager
<b>Date:</b>	06 AUG 2024
<b>Company Address:</b>	3860 South Cobb Drive Smyrna, GA 30080

**STATE ENTITY**


<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Jim Barnaby Deputy Commissioner – State Purchasing
<b>Date:</b>	9/25/2024
<b>Company Address:</b>	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Exhibit A  
Pricing Schedule

The following are the approved prices for the respective vehicles approved under the Statewide contract with Wade Ford for Administrative Vehicles, as of October 1, 2024.

Class	Contract #	Awarded Supplier	Vehicle model	Base Price
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 148 in. Long WB, Low Height	\$45,824.00
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 148 in. Long WB w/Ext. Body, High Height	\$50,972.00
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 130 in. Regular length, Low Height	\$46,636.00
Passenger	99999-SPD-ES40199373-009S	Wade Ford	T-350 Passenger/Wagon, 148 in., long WB, 12 Pass, Low Height	\$53,680.30
Passenger	99999-SPD-ES40199373-009S	Wade Ford	T-350, Passenger/Wagon, 148 in. long WB with ext. body, 15 Pass, High Height	\$53,471.00



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11767**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to purchase and install 3 speed breakers on Janice Drive. Item sponsored by Councilman Roderick Gay. This is a budgeted item.

**RECOMMENDATION:**

Speeding on Janice Drive has led to numerous traffic accidents over the years, prompting the need for traffic-calming measures. To address this, it is proposed to purchase and install three-speed humps or speed breakers on Janice Drive.

The College Park Police Department recently installed a flashing LED speed sign on Janice Drive between Karen Road and Lakeshore Drive. However, it remains unclear how effective this device has been in reducing or preventing speeding. A contributing factor to the speeding issue is that many motorists who do not reside in the community use Janice Drive as a shortcut to Roosevelt Highway from I-285 and Washington Road. Since Janice Drive is a narrow residential street, motorists often disregard the posted speed limit.

Additionally, the proximity of The Main Street Academy on Lakeshore Drive has led to increased speeding, especially during school pick-up and drop-off times, when parents and guardians are in a hurry. This has exacerbated the issue, resulting in complaints from residents.

Public safety concerns have also been raised by first responders. Road studies indicate that speed breakers, although effective in reducing speeding, do not significantly impede response times or cause notable delays for emergency vehicles.

Furthermore, Janice Drive intersects with White City Road, a location within the City of South Fulton that has seen increased criminal activity, including prostitution and drug-related offenses. These issues bring in motorists who are not residents and who frequently ignore speed limits. A recent accident near this intersection led to further complaints from residents, urging the city to take more proactive measures in reducing speeding.

Although a speed hump was installed on White City Road, the speeds on Janice Drive have not decreased, indicating the need for additional traffic-calming measures on Janice Drive itself.

**BUDGETED ITEM:**

This request is a Consent Agenda Item and is budgeted within the Ward 4 Community Enhancement budget. The proposal has been reviewed by the College Park Police Department and the Highway and Streets Department.

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**Prepared by:** Melanie Stephens  
**Department Director:** Councilman Roderick Gay

---

Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 4:24 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11769

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 12, 2025

**TITLE:** Consideration of an action to utilize Vialytics application to monitor and record the condition of the streets and roadways within the City of College Park, and is budgeted from the Ward 3 Community Enhancements funds.

**Attachments**

Vialytics Order Form (PDF)

Vialytics College Park GA Condition Assessment (PDF)

**Prepared by:** Melanie Stephens  
**Department Director:** Councilwoman Tracie Arnold

**Review:**

Emmanuel Adediran Pending

City Clerk Completed 02/13/2025 4:28 PM

City Manager's Office Pending

Mayor & City Council Pending 02/17/2025 7:30 PM

## vialytics Order Form

Company Information		Customer Account Payable Information	
<b>Licensee</b> Doing business as      College Park, GA		<b>Purchase Order</b>	
<b>Payment method</b> ACH		<b>AP Software registration required?</b> No	
<b>Primary Billing Contact</b> Name                      Raymond Cotton Email                      rcotton@collegeparkga.com		<b>AP contact Name</b> Name Email	
<b>Shipping Address</b> Street                      3667 Main St. City                          College Park Zip                            30337 State                         Georgia		<b>Billing Address</b> Street                      3667 Main St. City                          College Park Zip                            30337 State                         Georgia	
Order Summary			
Vialytics Rep name    Marcello Garofalo	Start date              03-29-2025		
Payments              Due 14 days after receipt	End date                03-28-2028		
Term                     36 months	Opt Out Date          -		
Billing frequency      One-time	Order Number         vialytics-Q-11397		
	Sales Tax              Applicable Tax will be assessed/ included upon invoicing		
	Automatic renewal    No		
Customer Remittance Information			
<b>Payment by wire</b>		<b>Payment by check</b>	
Bank Name:              PNC Bank	Bank Name:              PNC Bank		
Bank Address:          VIALYTICS AMERICAS INC 1483 State Route 24 Suite 4 Kinnelon, NJ 07405	Bank Address:          VIALYTICS AMERICAS INC 23 Dalton Place Edison, NJ 08817		
Routing No.:            031 207 607			
Account No.:            814 168 9258			



**recurring services**

Item Name	Quantity	Unit Price	Article Discount	Net per Year	Gross Total per Year (incl. VAT)
vialytics Core™ - Main Roads	89	\$168.00	57.41%	\$6,368.06	\$6,368.06
vialytics M™ Maintenance - Main Roads	89	\$72.00	58%	\$2,691.36	\$2,691.36
vialytics IM™ Inventory Management - Main Roads	89	\$72.00	58%	\$2,691.36	\$2,691.36
vialytics Smart Phone	2	\$800.00	0%	\$1,600.00	\$1,600.00
Free User Accounts	5	0	0%	0	0
				<b>\$13,350.78</b>	<b>\$13,350.78</b>

**Onetime Service Fees**

Item Name	Quantity	Unit Price	Net Price	Gross Total (inkl. VAT)	
vialytics Web System Setup	1	\$6,500.00	\$6,500.00	\$6,500.00	
Hardware Package	2	\$250.00	\$500.00	\$500.00	
Professional Services	1	0	0	0	
				<b>\$7,000.00</b>	<b>\$7,000.00</b>

**General Terms and Conditions**

The parties agree to be bound by the terms of the vialytics General Terms and Conditions (“GTC”) available at <https://www.vialytics.com/gtc>, which is incorporated herein by reference. This Order and the GTC together constitute the entire agreement between vialytics and Licensee governing the products and services referenced above (the “Agreement”), to the exclusion of all other terms. To the extent there is any conflict between this Order and the GTC, this Order shall govern. The signatory below represents that he or she has the authority to bind Licensee to the terms of this Agreement. The terms of this Order are vialytics confidential information.

Buyer company name	
Name	Raymond Cotton
Title	Superintendent Highways Streets & Storm Water
Signature	
Date	

Seller company name	
Name	
Title	
Signature	
Date	



Overview Road Database BETA Planning Tasks Assets Latest 2 mi 0 PCI: 53 BETA ? 🔔 🔍

Condition View Planning Status In Planning Contracted Task Status Distress type Pothole



Point #462 More ...

1877 Cambridge Avenue, Atlanta

Details Grading **PCI: 56**

Road Name ZIP Code  
Cambridge Avenue 30337

Classification  
Local Roads

01.23.2025 12:19 PM 33.66171, -84.45034

Create Task



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11776

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to select a sponsorship for the Medical Angels of Mercy. This is not a budgeted item. This request is from the City Manager's office.

**Background**

On January 21, 2025, Medical Angels of Mercy had a virtual meeting with the City (Regular Session) due to inclement weather caused by a winter storm. The purpose of the meeting was for Mrs. Jewel Johnson, the representative of Medical Angels of Mercy, to present the organization's history, mission, and goals, and to discuss a potential sponsorship opportunity with the City.

**Request for Sponsorship: Mrs. Johnson formally requested the City's support in either both or one areas:**

**50% Discount on GICC Venue Rental:**

Mrs. Johnson proposed that the City provide a 50% discount on the Georgia International Convention Center (GICC) rental fees for either November 2025 or November 2026. This would be in support of their inaugural gala event.

**Sponsorship for the Initiative:**

She also requested a sponsorship of \$10,000 from the City to support the initiatives of Medical Angels of Mercy.

**Attachments**

Talk Back GA-Medical Angels of Mercy (1) (PDF)

---

**Prepared by:** Queenie Brown  
**Department Director:** Kelly Bogner, City Clerk

---

Review:

Queenie Brown Completed 02/13/2025 3:04 PM  
Queenie Brown Completed 02/13/2025 3:04 PM  
City Clerk Completed 02/13/2025 4:00 PM  
City Manager's Office Pending  
Mayor & City Council Pending 02/17/2025 7:30 PM



# MEDICAL ANGELS OF MERCY

A Healthcare Initiative of Talk Back Georgia

# SUPPORTING OUR HEALTHCARE WORKERS AND SYSTEM



9.A.a

## INSPIRING TRIBUTES

Celebrating our workers  
and advocating for them!

## EXPANDING THE NETWORK

Promoting Healthcare  
economic development,  
developing healthcare  
workforce development  
and eliminating healthcare  
deserts

## BRINGING EVERYONE TOGETHER

We are all one team, we are  
the healthcare workers on  
the frontline, researchers,  
journalists, and everything  
in between!

# ABOUT US

Medical Angels of Mercy is sounding the alarm about the future of our healthcare system in South Fulton County, South Metro Atlanta and the State of Georgia. We have many healthcare deserts, labor shortages, disinvestment and lack of significant regional collaboration. This is an initiative of our national radio show, Talk Back Georgia.



**TALK**  **BACK**  
**GEORGIA**



# PROBLEM

## NO HOSPITALS SOUTH OF I-20

There is no full-time, free-standing hospital in South Fulton County. Clayton and Douglas each have one with limited capacity.

## INSURANCE COSTS

The costs of insurance has greatly impacted the healthcare system thus leading to worsen chronic diseases and crowded emergency rooms.

## SHORTAGE OF HEALTHCARE WORKERS

Many providers are observing a harder time in recruiting and retaining staff. Many younger people are not being steered towards the profession.

## QUALITY OF LIFE ISSUES

Those with chronic health issues are having shorten life expectancies, prolonged pain, missed days at work and loss income or limited income.

## HEALTHCARE DESSERTS

Even if we brought more drug stores and urgent cares, there is still unmet and untapped need for specialists such as allergists, cancer doctors, and heart doctors.

## SOLUTION



### REGIONAL COLLABORATION

Bring all stakeholders together, work with non-profits, community leaders, advocates, researchers, and independent media.



### SHARING INFORMATION

Healthcare leaders need to look past jurisdictional lines and share best practices and information to make the system better for all.



### COST SAVINGS

By working together, this will bring down costs down for everyone cross the region.



### EASY TO USE

Keeping the topic active and creating dialogue going until solutions are reached and implemented. We cannot afford to have shelved plans.

# WHAT ARE WE DOING?

## SIGNATURE GALA

A night of festivities where all of the who's who in healthcare are in the room enjoying each other and networking!

## ADVOCACY AMONG COMMISSIONERS

Counties need to ensure all healthcare is funded and robust as this is their function as a government.

## SOUTH FULTON HEALTHCARE SUMMIT

A day of gathering, brainstorming, sharing information and ideas to build a better system.

## MEDIA COVERAGE

We are leading the conversation and challenging other outlets to do the same!

WHERE DO YOU FIT IN?

Sponsorship and  
Partnership!



THEY HAD OUR BACK, WE NEED TO  
HAVE THEIRS!



# SPONSORSHIPS



## PRESENTING SPONSOR (\$30,000)

Funds would help defray costs of the gala and provide operational support for Medical Angels of Mercy

## SUPPORTING SPONSOR (\$20,000)

Funds would help defray costs of the gala

## PARTICIPATING SPONSOR (\$10,000)

Funds would be applied to the area of our organization that you want us to advance the causes forward.

# PARTNERSHIPS



## VENDORS

We want to work with your entity's vendors through having them become sponsors of the initiative.

## DISCOUNTS ON FACILITIES

We want to host events in your city and to help us have more money for the event, we are looking for sponsored space or discounted (large facility for major events)

## LEGISLATION AND RESOLUTION

You can lobby and advocate through your legislative body when it comes to working with the US and State Government!



# INAUGURAL GALA FALL 2025 OR FALL 2026





A CELEBRATION OF HEALTHCARE



HONORING MEDICAL HEROES

A chance to say thank you for putting your life on the line to save lives!

WHO'S WHO IN ONE ROOM

We are bringing the experts, frontline workers, change agents, journalists, researchers and legislators together for one night.

RECOGNIZING THE NEED TO ADVOCATE FOR HEALTHCARE

A call to action, state of affairs and marching orders for next steps!

THANK YOU



Jewel Johnson  
678-431-3157  
johnsoj51@yahoo.com  
www.talkbackga.com



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGEPARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11763**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 12, 2025

**TITLE:** Consideration of and action on a request for a Special Event Permit from Woodward Academy to host an Alumni Event to be held on March 10, 2025 at Woodward Academy from 4:00 p.m. to 7:00 p.m. This item is being requested by the Deputy City Clerk, Queenie Brown. The event is to be held in Wards 3.

**RECOMMENDATION:**

Approval to host the Woodward Academy Alumni Event on March 10, 2025 at Woodward Academy from 4:00 p.m. to 7:00 p.m. to allow on premise consumption.

**BACKGROUND:**

Founded in 1900 by Colonel John Charles Woodward, Woodward Academy has consistently been ahead of its time. Originally established as the Georgia Military Academy in College Park, it aimed not just at imparting knowledge but also instilling qualities such as service, strong character, responsibility, and problem-solving. Over the years, the academy has endured through world wars, the Great Depression, and global pandemics, staying true to Col. Woodward's vision.

Today, Woodward Academy remains a place where engaged citizens are nurtured, equipped with qualities like empathy, thoughtfulness, confidence, tenacity, and resilience. While Col. Woodward may not have foreseen the digital age, his founding principles persist in guiding students through contemporary challenges. The academy's dedicated educators and successful alumni underscore its enduring impact on shaping individuals who make a difference in the world.

This is a yearly event.

**BUDGETED ITEM:**

The City will receive \$50 for the off premise alcohol license for special events. Concept Management of Airport Inc. will be the licensed vendor.

**STRATEGIC CONNECTION:**

Goal II: Quality of Life: 11.1 Advance ways to increase community collaboration and implement initiative to become "One" College Park.

**Attachments**

Special Event - March 10\_ 2025\_Redacted (PDF)

---

**Prepared by:** Queenie Brown  
**Department Director:** Kelly L. Bogner, City Clerk

---

Review:

Kelly Bogner	Completed	02/13/2025 4:01 PM
City Clerk	Completed	02/13/2025 4:01 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

**RESTAURANT MANAGEMENT GROUP, INC.**

d/b/a **Malone's - Master Account**

3070 Mercer University Drive, Suite 100  
Atlanta, GA 30341

Wells Fargo Bank  
64-22/610

1/7/2025

PAY TO THE ORDER OF City of College Park

\$\*\*50.00

Fifty and 00/100\*\*\*\*\*

DOLLARS

City of College Park  
Clerk's Office  
3667 Main Street  
College Park, GA 30337

MEMO

Special Event Permit - March 10, 2025



*[Handwritten Signature]*

AUTHORIZED SIGNATURE

MP

RESTAURANT MANAGEMENT GROUP, INC. d/b/a Malone's - Master Account

City of College Park

1/7/2025

50.00

Cash - Wells Fargo - Special Event Permit - March 10, 2025

50.00

RESTAURANT MANAGEMENT GROUP, INC. d/b/a Malone's - Master Account

City of College Park

1/7/2025

50.00

Cash - Wells Fargo - Special Event Permit - March 10, 2025

50.00



City Clerk's Office  
3667 Main Street  
College Park, GA 30337  
O: (404) 669-3754 F: (404)669-3799  
smoore@collegetparkga.com

## Off Premises/Special Events Permit Application

### Required Documents:

- (1) Approval from College Park
- (2) Electronic application submittal to The Georgia Tax Center 10 days prior to start date of event [www.dor.georgia.gov/special-event](http://www.dor.georgia.gov/special-event)

Please complete below forms and return to the City Clerk's Office. The application will be considered at the first available City Council meeting. The Mayor and City Council meets the first and third Monday of every month at 7:30p.m. unless otherwise noted.

Applicant must request Special Event Permit 10 days prior to the start date of event. The City Clerk's Office will accept request with an earlier event start date but can make no guarantees that the Special Event Permit will be issued in time for the event.

Applicant and holder of the College Park Alcohol license are required to comply with all on-premise consumption regulations as set out in Chapter 3, Article 1 of the City of College Park, Code of Ordinances. Applicant and holder of the College Park Alcohol license must be in good standing with the City of College Park and all debts due and owing to the City must be paid prior to the issuance of any Special Events Permit. Both must be in compliance with all rules and regulations of the City of College Park, Code of Ordinances.

Section 1.  
TO BE COMPLETED BY APPLICANT/EVENT ORGANIZER

Name of Applicant: Concept Management of Airport, Inc. Ferozali Delawalla

Address: 1258 Virginia Avenue, East Point, GA 30344

Home Telephone # [REDACTED] Work# 770.248.0141

Cell # [REDACTED] Best Contact to use: Work

E-mail address [REDACTED]

Name of Location where event will be held: Woodward Academy, College Park, GA

Type of Event: Catering Event

Address where event will be held: 1662 Rugby Avenue, College Park, 30337

**Section 2.**  
TO BE COMPLETED BY BUSINESS WITH COLLEGE PARK ALCOHOL LICENSE

Name of Business holding College Park Alcohol License:

City of East Point..Concept Management of Airport, Inc. Ferozali Delawalla

Address: 1258 Virginia Avenue, East Point, GA 30344

Contact Name: Deanne Spear Phone # 770.248.0141

Please check the type of On-Premise Permit you are applying for:


- Beer/Wine
- Beer/Wine/Liquor

When will Special Event be held: Date: March 10, 2025

Time: Starting ~~3:00pm~~ 4:00m Ending ~~Midnight~~ 7:00pm

State License Number? 0013414 Is State License in good standing? Yes  No

I, Ferozali Delawalla, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of College Park Off-Premise/Special Event Permit for alcoholic beverages are true and correct and no false or fraudulent statements or answers are made herein to procure the granting of such permit. I understand that the issuance of a special events permit is a privilege. I understand that the City of College Park reserves the right to enforce any and all ordinances and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I am in receipt of the Alcohol Beverage Ordinance for the City of College Park. I can read the English language and I freely and voluntarily have completed this statement.

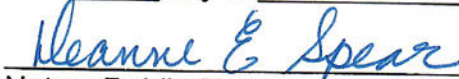
  
Applicant's Signature  
January 7, 2025

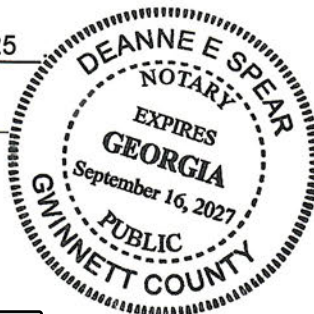
Ferozali Delawalla  
Print Name

Date

I hereby certify that Ferozali Delawalla signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered by me, has sworn that said statements and answers are true and correct.

This 7th day of January, 2025

  
Notary Public Signature



Rev 4/28

**My Commission Expires  
September 16, 2027**



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11761**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request for a special event permit to host "World Natural Hair Show Parade" on April 26, 2025 from starting a 8:30 am to until from Main Street to the Convention Center.

**RECOMMENDATION:**

Staff recommends approval; Staff will have a follow-up meeting and will alert council of the findings.

**BACKGROUND:**

Founded and still black owned, the Taliah Waajid Brand by Taliah Waajid centers around not just black hair but HEALTHY black hair care. Taliah started her Natural Haircare start-up business at the age of 14 and then continued to follow her passion for natural hair care. She founded the World Natural Hair Show and has always been at the core of the natural hair movement. Taliah has inspired many others to follow in her footsteps. The Taliah Waajid Brand now offers 4 collections of healthy hair product lines that range from Natural Hair Care, Curly Hair Care, Protective Styling, and Children's Hair Care. Taliah launched her men's line, Uncle Jimmy Products, which is named after her favorite uncle. The line consists of natural products for total grooming for all men. The Uncle Jimmy Brand includes products for hair, beard, and body care. Taliah Waajid is also the founder and presenter of the Taliah Waajid Natural Hair & Healthy Lifestyle Event which is now in its 25th year. The event brings in over 30 thousand attendees over the two-day weekend. It is the first, the largest, and the best event that celebrates natural beauty and healthy living.



**BUDGETED ITEM:**

The city is asking for 3 patrol cars, a clean up crew for after the parade and approval from Georgia Department of Transportation to approve the parade route. Also, approval of the banner to hang over Main Street.

**STRATEGIC CONNECTION:**

Goal II: Quality of Life: 11.1 Advance ways to increase community collaboration and implement initiative to become "One" College Park.

**Attachments**

City of College Park Special Event Form- WNHS Parade (PDF)

Tentative Parade Route (JPG)

---

**Prepared by:** Queenie Brown  
**Department Director:** Kelly L. Bogner, City Clerk

---

Review:

- City Manager's Office Pending
- Queenie Brown Completed 02/13/2025 2:51 PM
- City Clerk Completed 02/13/2025 4:02 PM
- City Manager's Office Pending
- Mayor & City Council Pending 02/17/2025 7:30 PM



# City of College Park | Special Event Form

3667 Main Street  
College Park, GA 30337

**City mandated deadlines:**

**It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. Insurance attached? Yes or No**

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

**Please include any other special needs:**

## **Certification of Applicant**

I certify the the information contained in the foregoing application is true and correct. I have read and understand and agree to abide by the rules and regulations under the City of College Park's Code of Ordinances. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government and any other applicable entity which may pertain to the use of the Event venue and conduct of the Event. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred or on behalf of the Event to the City of College Park.

**Host/Producing Organizer Name**

**Title**

**Applicant Signature**

**Date**

Search along the route

Restaurants

Coffee

Groceries

Things to do

9.C.b

College Park Elementary School

3667 Main Street

College Park

College Park

Enterprise Rent-A-Car

North Economy Parking

AC Hotel Atlanta Airport Gateway

Southwest Airlines

Google

Airport

11761 : Special Event Permit -WNHS

Map data ©2025 Google United States Terms Privacy Send Product Feedback

Packet Pg. 99

2:38 PM



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11747**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 12, 2025

**TITLE:** Consideration of and action on a request to approve a pole attachment agreement with Verizon Wireless for small cell installations.

**RECOMMENDATION:**

Approve the attachment agreement with Verizon Wireless for small cell installations.

**BACKGROUND:**

Verizon Wireless plans to install small cell communication devices throughout the City to improve cellular coverage.

Initial locations include:

1825 Harvard Avenue  
2034 Cambridge Avenue  
Princeton Drive at Freeman CT  
3507 College Street  
1855 W. Mercer Avenue.  
2097 W. Rugby Avenue  
Main Street & Hawthorne Avenue

3465 Main Street  
1685 Walker Avenue

**BUDGETED ITEM:**

No revenue from the agreement is budgeted.

**STRATEGIC CONNECTION:**

The attachment agreement closely aligns with Goal V: Governance and Customer Service Section V.2 - Expand infrastructure - physical and information technology.

**Attachments**

Small Cell Installations (PDF)

Verizon Wireless Pole Attachment Agreement (PDF)

---

**Prepared by:** Hugh Richardson  
**Department Director:** Hugh Richardson, Director of Power

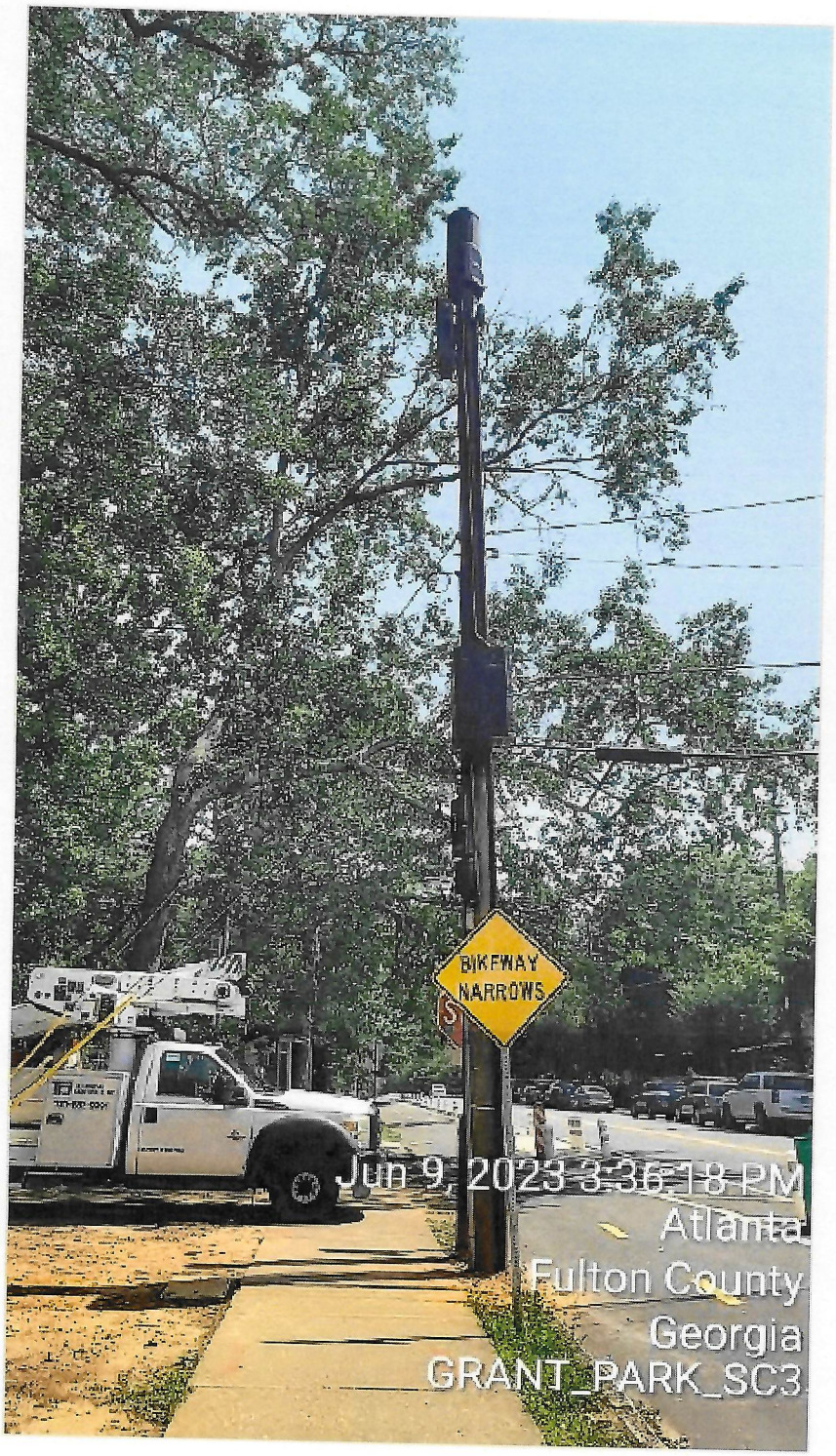
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Review:

City Manager's Office Pending  
Hugh Richardson Completed 02/10/2025 11:54 AM  
City Attorney's Office Pending  
City Clerk Completed 02/13/2025 4:12 PM  
City Manager's Office Pending  
Mayor & City Council Pending 02/17/2025 7:30 PM



Jun 9, 2023 3:01:40 PM  
Atlanta  
Fulton County  
Georgia  
GRANT PARK 303





**POLE ATTACHMENT LICENSE AGREEMENT  
FOR DISTRIBUTION POLES**

**BETWEEN**

**The City of College Park, Georgia**

**AND**

**Cellco Partnership d/b/a Verizon Wireless**

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**POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES**

**PREAMBLE**

THIS AGREEMENT (“Agreement”), effective as of this \_\_\_\_day of \_\_\_\_, 20\_\_ (“Effective Date”), by and between the City of College Park, a municipal corporation of the State of Georgia (the “Licensor”), and Cellco Partnership d/b/a Verizon Wireless, a general partnership company organized under the laws of the State of Delaware (the “Licensee”), referred to collectively as “Parties,” and individually as “Party”;

WHEREAS, the Licensor and Licensee desire to enter into a pole attachment license agreement for the use of Licensor’s poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

**ARTICLE 1 – SCOPE OF AGREEMENT**

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Georgia, and shall cover all distribution poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Licensor reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

**ARTICLE 2 – EXPLANATION OF TERMS**

A. For the purpose of this Agreement, the following terms shall have the following meanings:

“Above the Communications Space” means the space above the Communications Space, as defined below, but not limited to the Power Space and space above the Power Space.

“Actual Costs” means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Licensor labor. Licensor Actual Costs shall be verifiably comparable to the cost Licensor pays for similar work to its own facilities.

“Affiliate” means any entity that controls, is controlled by, or is under common control with Licensee.

“Application” means the process described in Article 4 hereof used by the Licensee to receive Licensor’s permission to install initial facilities, to modify existing facilities, or to add additional facilities outside the Licensee’s allocated twelve inches (12”) of space on Licensor’s poles as provided herein. The form used for the Application process is identified as Exhibit 1 and is included as a part of this Agreement.

“Attachment” means any Wireless Facility or related equipment attached to a Pole, including, but not limited to, brackets, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12”) either above or below, but not both, the bolted Attachment, exclusive of riser or conduit.

“Clearance Space” means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, “horizontal” means spanning from Pole to Pole or extending more than three feet (3’) from the surface of the Pole.

“Communications Space” means the space on the pole immediately below the Power Space extending to the lower of the existing lowest horizontal cable attachment, as specified by the National Electrical Safety Code, or reserved space, if applicable.

“Contact Person” is defined in Article 20.

“Cost in Place” means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

“Effective Date” is defined in the Preamble.

“Licensor” is defined in the Preamble.

“Force Majeure Event” is defined in Article 28.

“Inventory” means an Inventory of Licensee’s Attachments which will confirm the total number of Licensee’s Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Licensor poles.

“Interference” for the purposes of this Agreement, may include, but is not limited to, any use on the property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the communication facility.

“Joint User” means a person or entity that is currently occupying or reserving space on Licensor’s Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Licensor in return for granting Licensor equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

“Licensed Pole” means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.

“Licensee” means the party having the right under this Agreement to make and maintain Attachments on a Licensor Licensed Pole as defined in the Preamble.

“Licensee Transfer Date” is defined in Article 7.

“Licensor” means the utility defined in the Preamble.

“Make Ready” means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

“Make Ready Costs” means all costs necessary for Licensor, and other existing parties on the applicable Pole, to prepare the Poles for Licensee’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Licensor Make Ready Costs shall be verifiably comparable to the cost Licensor pays for similar Make Ready Work to its own facilities.

“Make Ready Estimate” means the estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Attachment(s) by Licensee.

“Make Ready Work” means all work required by Licensor or others attached to the Pole to accommodate Attachment(s) by Licensee.

“NESC” is defined in Article 3.

“Outside Party” or “Third Party” is defined as persons or entities not party to this Agreement.

“Parties” is defined in the Preamble.

“Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Licensor to support distribution lines and related facilities of Licensor, including drop, lift, light poles and streetlight poles that do not support distribution lines and related facilities.

“Power Space” means any space on the pole primarily utilized by Licensor for the distribution of electric power, space between power lines, and includes the space from the top of the pole down to the Communications Space and includes the space above the Communications Space designated by the National Electrical Safety Code as the “communication worker safety zone”.

“Rental Fee,” “rental fee,” “Rental” or “rental” means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Licensor pursuant to Article 13 of this Agreement.

“Rearrangement” means the moving of Licensee Attachments, the Licensor’s equipment or a third party’s equipment from one position to another on the same Pole.

“Referee” is defined in Article 21.

“Safety Inspection” means an inspection of Licensor poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Licensor poles, performed after the Effective Date.

“Service Drop” means a Licensee wire or other facility used to connect to a customer’s location from a Licensor pole.

“Specifications” is defined in Article 3 hereof.

“Transfer” means the removal of Attachments from one Pole and the placement of such Attachments upon another Pole.

“Unauthorized Attachment” means any affixation of any Licensee Attachment to Licensor Poles, which has not been authorized as required by this Agreement.

“Unauthorized Attachment Fee” means the fee to be paid by Licensee for each Unauthorized Attachment.

“Wireless Facilities” means equipment at a fixed location that enables wireless communications between user equipment or nodes of a communication network, or both, including:

- (A) Equipment associated with wireless communications; and
- (B) Radio transceivers, surface wave couplers, antennas, coaxial or fiber optic cables, regular and backup power supplies and comparable equipment regardless of technological configuration.

The term shall not include the structure or improvements on, under or within which the equipment is collocated nor shall it include wireline backhaul facilities or coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

- (1) the word “or” is not exclusive and the words “including” or “include” are not limiting;
- (2) the words “hereby,” “herein,” “hereof,” “hereunder” or other words of similar meaning refer to the entire document in which it is contained;

- (3) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
- (4) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;
- (5) a reference to singular includes plural and vice-versa and each gender includes the other;
- (6) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;
- (7) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;
- (8) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;
- (9) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;
- (10) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;
- (11) "\$" or "dollars" refers to United States dollars; and
- (12) The word "will" has the same meaning as "shall."

### **ARTICLE 3 – SPECIFICATIONS**

A. The use of the Poles covered by this Agreement shall be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Exhibit 6 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof, provided Licensor provides Licensee sixty (60) days written notice of such revisions; and (2) requirements of the National Electrical Safety Code (2012) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications shall apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications shall, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted shall be included within the term "Specifications." Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

B. Each Party shall keep its Attachments in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking Standards as

adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Licensor's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee, provided that Licensor can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Licensor may install the necessary markers, and Licensee shall reimburse Licensor for the cost of such work.

#### **ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES**

Before Licensee shall make use of Licensor's Poles under this Agreement, or modify existing attachments, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Licensor as notice that the Application was hand-delivered or sent by the U.S. mail.

##### **A. APPLICATION AND NOTIFICATION PROCEDURE**

1. Except in connection with (i) Pole Transfers, (ii) correcting noncompliance, (iii) removals (iv) modifications subject to subsection (2) below; or (v) any other written Licensor requested action of the Licensee, Licensee must submit to Licensor an Application for any Licensee construction on Licensor Poles (including reconstruction of existing Pole lines) that involves the placement of new or additional Attachments.

2. Subsequent to the original installation of Licensee's Attachments, Licensee may make modifications to or replace Licensee's Attachments, or may alter, enhance, and upgrade its Attachments, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not increase pole loading beyond the pole loading that was established in the approved Application or involve placement of Attachment outside the area designated in the approved Application, without obtaining prior written consent of Licensor. Any modification that would involve increasing the pole loading or outside the area designated beyond what was established in the approved Application shall require Licensee to submit a new Application for such pole.

3. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Licensee shall be charged in the amount of fifty dollars (\$50) for each Pole submitted under this Agreement. Licensor shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental Fees. Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the



Licensor's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is received. Licensor will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

Inspection Fee – Except for any work required by Licensor, including, but not limited to, Transfers and rearrangements done at the request of Licensor or a third party, road improvement projects, and the installation of new Poles where none currently exist, Licensee shall pay Licensor for the reasonable Actual Costs incurred by Licensor in (i) performing field inspections, only as may be necessary to ensure compliance with this Agreement, which fees shall be reasonable and based upon actual costs incurred, and (ii) preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A, which costs may set as fixed fees from time to time with the mutual agreement of the parties. The Licensor will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Licensor for such costs within sixty (60) days of receipt of the invoice from Licensor.

Timeframes:

- (a) Licensor shall approve, approve with conditions, or deny Licensee's Application within sixty (60) days after the receipt of a completed Application, provided that, all attachments at all locations of the Application are substantially similar; provided that if any Make-Ready Work is necessary, Licensor shall provide a Make-Ready Estimate, as provided, below.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Licensor shall include a Make Ready Estimate within forty-five (45) days of Licensee's Application and approval of such Application shall be conditionally approved based upon payment of the Make Ready Estimate with its response. If the Licensor rejects the Application in whole or in part, the Licensor will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1.

4. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with Licensor Actual Costs. If necessary, the Licensee shall request clarification on the Make Ready Cost before requesting the Licensor to commence Make Ready Work. The Licensor's total charges shall be consistent with Article 8 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit. Licensee will provide written acceptance of the Make Ready Estimate within fourteen (14) days of receipt. If written response, is not provided within fourteen (14) days, the Application will be considered denied.

5. Licensor shall complete Make Ready Work on Applications within sixty (60) calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Licensee may request expedited handling of Licensor's

work, and Licensee shall be responsible for the additional Actual Costs incurred by Licensor for such expedited processing. Licensee is responsible for coordination of all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee shall make payment for Licensor's Make Ready Work within sixty (60) days of the written acceptance.

6. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, shall be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit 5). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors shall be allowed to perform the Make-Ready Work related to Licensee's equipment Above the Communications Space.

7. Licensor shall provide written notice to Licensee no later than seven (7) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Licensor that the Make Ready work has been completed, the Licensee shall have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one hundred eighty (180) days from the Licensor's notice of completion of Make Ready Work, the Licensor may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void, and require the submission of another Application, along with engineering fees necessary to reimburse the Licensor for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee shall notify the Licensor prior to the one hundred eightieth (180<sup>th</sup>) day. Licensee shall provide written notice to Licensor no later than twenty (20) business days following the completion of Licensee's work so that Licensor may perform its inspection of Licensee's new or modified Attachments to Licensor's Pole.

(a) Licensee and Licensor shall each place, Transfer and rearrange its own Attachments and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each Party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

(b) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the Parties hereto in the manner provided in Article 8.

8. Any work undertaken on or in furtherance of Licensee's use of the equipment Above the Communications Space of any pole, shall be performed by Licensor's employees, Licensor's contractors, or approved contractors (Exhibit D). Unless otherwise specifically approved in advance by Licensor, neither the Licensee, nor its contractors shall be allowed to perform the Make-Ready Work related to Licensee's equipment Above the Communications Space. For Licensor's failure to meet the required timelines for Make-Ready Work Above the Communications Space, as set forth in this section, as applicable, Licensee, after attempting to resolve the dispute, may file a

complaint for unreasonable delay on the part of Licensor with the FCC or with the state public utilities commission exercising jurisdiction or other authority; and further, a rebuttable presumption applies in such proceedings that access to Licensor's poles or facilities has not been provided on just and reasonable terms and conditions.

9. Post Inspection. Licensor may perform a post-construction inspection to measure and/or to visually observe Licensee's facilities, within thirty (30) days of completion of construction to ensure the attachment and installation of the Licensee's facilities conform to the requirements of this Agreement. Licensee shall bear the reasonable and actual costs incurred of such inspection provided the inspection is completed within thirty (30) days after written notification by Licensee of non-compliance. If the Licensee's facilities are not in compliance, the Licensee shall bring its facilities into compliance within thirty (30) days after notification of non-compliance and notify Licensor in writing upon completion. Licensee shall bear the reasonable and actual costs of all subsequent inspections necessary to verify the facilities have been brought into compliance. If not brought into compliance within ninety (90) days from initial notification from Licensor, Licensor may have an approved contractor perform the work and Licensee will be responsible for cost.

10. Electricity. Licensee shall secure and pay all charges for any electricity service furnished to each Attachment. Licensee may install or cause to be installed a separate electric meter base as required by the Licensor for the operation of Licensee's facilities.

## **ARTICLE 5 – RADIO FREQUENCY**

A. Radio Frequency Emissions. Licensee is solely responsible for the radio frequency ("RF") emissions emitted by its equipment. Licensee is jointly responsible for ensuring RF exposure from its emissions, in combination with the emissions of all other contributing sources of RF emissions, is within the limits permitted under all applicable rules of the Federal Communications Commission ("FCC"). To the extent required by FCC rules, Licensee shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions. Licensee will communicate and cooperate with other pole attachers which emit RF to minimize the number of signs.

B. Each Party and Other's Responsible for Own Equipment. The Licensor and Licensee are under a duty and obligation in connection with the operation of its own, facilities, now existing or in the future, to protect against RF interference to the RF signals of Licensor and such other existing attachers at the time of the Application, as may be applicable. Each party to this Agreement shall endeavor to correct any interference to other networks created by its RF emissions promptly and shall coordinate and cooperate with each other relating to the same.

C. RF Power Cut-off Switch. Licensee shall install a power cut-off switch on every Licensor pole or facilities to which it has attached facilities that can emit RF energy. In ordinary circumstances, Licensor's authorized field personnel will contact the Licensee's designated point of contact provided pursuant to Section 22 to inform the Licensee of the need for a temporary power shut-down. Upon receipt of the call, Licensee will power down its antenna remotely, the power-down will occur during normal business hours and with 24 hours advance notice. In the event of an unplanned power outage or other unplanned cut-off of power, or an emergency, the

power-down will be with such advance notice as may be practicable and, if circumstances warrant, employees and contractors of Licensor may accomplish the power-down by operation of the power disconnect switch without advance notice to Licensee and shall notify the Licensee as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform the NOC as soon as possible that power has been restored.

D. **Emergency After Hours Contact Information.** Licensee shall provide emergency after hours contact information to Licensor including 24/7 telephone and/or pager information, a list of duty managers by district and escalation procedures. Licensee shall be required to include signage which indicates Licensor emergency contact information, Licensee's emergency contact information, and National Electrical Safety Code ("NESC") required information.

E. **Installation and Upkeep of Sign(s).** Licensee is responsible for the installation and upkeep of its sign or signs on each pole. The signage will be placed so that it is clearly visible to workers who climb the pole or ascend by mechanical means. The signs will contain the information approved for such signs by the FCC, or in the absence of FCC approval, the information commonly used in the industry for such signs.

## **ARTICLE 6 – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS**

Licensor's approval of an Application shall include a non-exclusive license access and use Licensor's rights-of-way for the purposes described in this Agreement to the extent Licensor acts in its capacity as an electric service provider and the approved Application, which license shall be subject to Licensee's continuing obligation to obtain such additional permits and approvals as may be required by the Licensor in other capacities (e.g., as a local government or regulatory body) or relevant third parties for work performed within the rights-of-way relating to the installation, maintenance, repair, replacement or modifications of approved Attachments. Licensor does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Licensor's Poles, no liability on account thereof shall attach to the owner of the Poles; and Licensee shall be further responsible for obtaining all rights, permissions and approvals from other parties as may be necessary to exercise the rights, benefits and privileges contemplated herein.

Licensor shall maintain pole line right-of-way clearances according to Licensor's standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Licensor's standard clearance practices at its own expense.

## **ARTICLE 7 – MAINTENANCE OF POLES AND ATTACHMENTS**

A. The Licensor shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and shall replace, reinforce or repair Poles as they become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Licensor's Poles, and Licensee will provide necessary

training and equipment for its representatives to safely execute their work on Licensor's Poles. Prior to working on a Pole, Licensee shall, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee believes that a pole contains non-compliant or unsafe conditions, Licensee shall promptly notify Licensor of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Licensor will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Licensor does not warrant, guarantee, or imply that any Pole abandoned by Licensor possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Licensor will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Licensor shall, before making such replacement or relocation, give notice via the electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), of not less than sixty (60) days for five (5) poles or less and ninety (90) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

NJUNS code Licensor CTYCPP

NJUNS code Licensee VZFGA

D. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments and after all third party and Licensor responsible Transfers have been accomplished to the extent necessary for Licensee to affect its facilities Transfer, whichever is later ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensor may hire a contractor approved by Licensee to transfer the facilities at Licensee's cost. Licensee will furnish a list of contractors authorized to perform such transfers. Alternatively, Licensor may sell such Pole to Licensee "as is" and the Licensee will indemnify, defend and save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licensor will further evidence transfer of title to the Pole by appropriate means.

E. Licensee shall have twenty-four hour (24/7) access to its equipment in Communications Space for maintenance and repair.

F. Each party shall at all times maintain all of its Attachments in accordance with the Specifications in Article 3.

## **ARTICLE 8 – DIVISION OF COSTS**

A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** Whenever Licensor requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit an Application. To the extent that Licensee's planned Attachments require a pole taller or stronger than what Licensor would have installed absent Licensee's planned Attachments, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole will be paid by the Licensee, the rest of the cost of erecting such Pole to be borne by the Licensor. If in connection with the construction of a Pole(s) the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Licensor's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

B. **ADDITIONAL MID-SPAN POLE.** A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Licensor and the Licensee, which would have been unnecessary except solely due to Licensee's use, shall be erected at the sole expense of the Licensee, or in the case of multiple Licensees on the Licensed Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

C. **PAYMENTS DO NOT AFFECT OWNERSHIP.** Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

D. **REPLACEMENT OF EXISTING POLES.** Where an existing Pole is replaced for maintenance purposes, Licensor shall erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Licensor will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole shall be removed and retained by Licensor.

1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensor's requirements, such as providing service, normal maintenance, or keeping the Licensor's wires clear of trees, shall be erected at the sole expense of the Licensor. The Licensor shall bear the full expense of replacing or Transferring all the Licensor's Attachments, and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Licensor the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User's requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User shall pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Licensor, and other third parties, if applicable, the rest of the cost of erecting such Pole to be borne by the Licensor. The Licensor and Licensee shall replace or Transfer all Attachments at their own expense.

E. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. **UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE.** In the event the Licensor installs a Pole larger than is initially required for Licensor's and Licensee's use in anticipation of Licensor's future requirements or additions, the additional space provided by Licensor shall be reserved for Licensor's sole use. Licensee may request documentation to validate the need for future space.

## **ARTICLE 9 – INSPECTIONS**

A. **INSPECTION PERFORMANCE.** Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties shall jointly perform a safety inspection to identify any safety violations of all parties on the Poles (“Initial Safety Inspection”), including Licensor and Joint Users, except that no such Initial Safety Inspection will occur if Licensee does not have any existing Attachments at the time of this Agreement. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter, Licensor may perform periodic system-wide safety inspections of Licensor Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Licensor, and other attachers to Licensed Poles, shall share equally in the Initial Safety Inspection cost whether the Initial Inspection is performed by the Licensor or a third party contractor. In the

event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee shall have the right to seek bids from third party contractors prior to the inspection and propose such bids to Licensor. Licensor will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Licensor to perform any inspection shall charge no more than the lowest qualified bid proposal (in Licensor's reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Licensor's inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Licensor's cost will be equal to the percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

B. CORRECTIONS. In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Licensor may correct the Imminent Danger Violation and bill Licensee for the Actual Costs incurred. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a "Non-Imminent Danger Violation") discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Following the Initial Safety Inspection, if any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Licensor, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Licensor or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Licensor or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Licensor Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Licensor is found to be in violation of Specifications and Licensor has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensor shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.

2. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Licensor and any other attachers; and the Licensor will make reasonable effort to cause the Outside Party to make such payment.



3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. **FAILURE TO CORRECT.** In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Licensor may correct the violation and bill Licensee for the Actual Costs incurred.

## **ARTICLE 10 – UNAUTHORIZED ATTACHMENTS**

If any Attachment is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied (“Unauthorized Attachment”), Licensor will notify Licensee in writing. The Licensee shall pay to the Licensor a one-time fee of one hundred fifty dollars (\$150.00) per Unauthorized Attachment. Licensee will also submit a completed application to Licensor within five (5) business days and be subject to the provisions in Article 4.

## **ARTICLE 11 – ATTACHMENT COUNTS**

A. Not more often than once every five (5) years and in conjunction with the established cyclical attachment count, unless otherwise mutually agreed by the parties, inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee’s Attachments to Licensor Poles (“Actual Inventory”). Licensor shall provide three (3) months’ advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may plan and fully participate in and budget for such Inventories.

B. Unless prevented by the provisions of a third party agreement, Actual Inventories and Initial Inventories shall include all Outside Parties attached to Licensor’s Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Licensor’s Poles. For a year for which there is an Actual Inventory, the Rental Fees provided for herein shall be based on the Actual Inventory and the following adjustments shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, or five years, whichever period is shorter. In

addition, the Unauthorized Attachment fee shall apply if an Unauthorized Attachment is identified by the Parties through an Actual Inventory.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Licensor or a credit to the Licensee based on the assumption that such Licensee Attachments were removed evenly over the period since the last Actual Inventory, or five years, whichever period is shorter.

3. In the event that Licensee identifies any discrepancies with the results of any Actual Inventory, the Initial Inventory or any Unauthorized Attachments identified by Licensor, Licensee shall be entitled to dispute such discrepancies by providing written notice to Licensor within 30 days of receipt of Inventory results, describing the nature of the discrepancy; and in the case of such dispute, the Parties agree to cooperate in good faith to reconcile any identified discrepancies within 60 days and prior to Licensor issuing any assessments to Licensee for any Unauthorized Attachments identified by Licensor.

## **ARTICLE 12 – ABANDONMENT OF LICENSED POLES**

A. To the extent permitted by law, if the Licensor desires at any time to abandon any Licensed Pole, it shall, except in the event of required Transfers as provided in Article 7, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Licensor and all other third party and Joint Users have no Attachments on pole but Licensee has not removed its Attachments, Licensor may sell such Pole to Licensee “as is” and the Licensee shall save harmless the Licensor from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Licensor shall further evidence transfer of title to the Pole by appropriate means.

B. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof and thereafter, shall have no further obligation to pay Rental Fees or other fees required under this Agreement for any such abandoned Attachment location.

## **ARTICLE 13 – POLE ATTACHMENT RENTAL FEES**

A. For a year in which there is no Inventory, the number of Licensee’s Attachments used in calculating the Rental Fees shall be based on the number of Licensee Attachments for which Licensee was charged in the previous year plus the number of Licensee Attachments approved through the Application process since the last billing minus the number of Licensee Attachments for which notice of removal was provided.

B. The applicable computation of payments and calculations as above provided shall be made on or about December 15th of each year for the next year’s Rental Fees, each Party acting in cooperation with the other.

C. Pole Attachment Rental Fees due from Licensee to Licensor shall be as indicated in Exhibit 2. The undisputed Pole Attachment Rental Fee herein provided shall be paid by Licensee within sixty (60) days after Licensee’s receipt of the invoice.

D. SPECIFIC RENTAL RATES. See Schedule 2.

E. Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates, benefits, terms, conditions or fees offered to any other entity with respect to wireless installations is or will be more favorable to such entity than those imposed on Licensee under this Agreement. If Licensor agrees to a rate, benefit, term, condition or fee that is more favorable than those imposed on Licensee under this Agreement, then Licensee shall be entitled under this Agreement to such rate or fee on and after such rate or fee becomes effective.

## **ARTICLE 14 – DEFAULTS**

A. In the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Licensor, as identified in Article 20, shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of the matter in accordance with Article 14.A, the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party shall either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default shall continue for a period of sixty (60) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement in its entirety if the default pertains to all Poles; or, if Licensor is the defaulting Party, Licensee may terminate any affected Appendix A sites and/or pursue any remedy now or hereafter available to Licensee under the applicable laws or judicial decisions; or, if Licensee is the defaulting Party, Licensor may deny future Attachments and/or remove the Attachments of Licensee to which the default pertains at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.

B. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice, Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the reasonable and actual cost thereof. Licensor shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 19 herein, shall, at the election of the Licensor, constitute a default under Section B of this Article 14.

## **ARTICLE 15 – RIGHTS OF OTHER PARTIES**

A. If Licensor, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement (“Outside Parties”), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice. All future Attachments of such Outside Parties shall be in accordance with the requirements of the following paragraph, except where such Outside Parties have, by agreements

entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Licensor shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Licensor to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Licensor, Licensor's subsidiary or affiliate, or by a Joint User with whom Licensor has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Licensor shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and Licensor or Joint User will reimburse Licensee for the incremental costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Licensor will provide notice of such space reservation to Licensee, provided that Licensor has such knowledge on or prior to the date of Licensee's Attachment request.

C. If Licensor desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee and (3) such Attachments will not interfere with Licensee's Attachments. Licensor shall derive all of the revenue accruing from such Outside Parties.

## **ARTICLE 16 – ASSIGNMENT OF RIGHTS**

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise by the applicable franchise authority upon thirty (30) days written notice to the Licensor. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to change of stock ownership, membership unit or interest, partnership interest, or control of Licensee, provide capacity, bandwidth, or grant of use in Licensee's facilities, mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that it is subject to all of the terms and conditions of this Agreement.

## **ARTICLE 17 – WAIVER OF TERMS OR CONDITIONS**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

## **ARTICLE 18 – PAYMENT OF TAXES**

Each Party shall pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Licensor's Poles solely because of their use by the Licensee shall be paid by the Licensee, except for any such tax, fee, or charge levied by Licensor, excluding any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

## **ARTICLE 19 – BILLS AND PAYMENT FOR WORK**

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party within ninety (90) days after the completion of such work an itemized statement of the costs, and such other Party shall, within sixty (60) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement shall be due and payable within sixty (60) days after receipt of an itemized invoice. Except as provided in Article 19.C below, any payment not made within sixty (60) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest. Upon agreement of the Parties, a Party may pay by electronic funds transfer, upon request and delivery of applicable bank routing information to the requesting Party for such purpose.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within sixty (60) days of receipt of substantiation and determination of the correct amount in which case interest will be payable for the period beginning after the end of such sixty (60) day period.

D. Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual adjustment equal to the change in the most recent twelve month's Handy-Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

## ARTICLE 20 – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the people ("Contact Person(s)") identified below, who from time to time may be changed by written notice.

B. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 14 or Article 22 of Agreement shall be given to the following persons, who may from time to time be changed by written notice:

If to Licensor:

Director of Power  
College Park Power  
1886 Harvard Avenue  
College Park, GA 30337

With a copy to:

Electric Cities of Georgia  
Pole Attachment Service  
1470 Riveredge Parkway, NW  
Atlanta, GA 30328

If to Licensee:

Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
ATTN: Network Real Estate

With a copy to:

Cellco Partnership d/b/a Verizon Wireless  
5055 North Point Pkwy  
Alpharetta, GA 30022  
ATTN: SE Market General Counsel

F. In the event of the need for a temporary power shut-down, Licensor's authorized field personnel will contact Licensee at 800-264-6620 or other telephone number provided by Licensee and follow the instructions prior to working within one (1) foot of Licensee's equipment which emits RF.

G. The Parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally with a receipt evidencing delivery, sent by nationally recognized overnight courier, in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party shall have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by signed receipt of the addressee given to the courier or postal service.

## **ARTICLE 21 – RESOLUTION OF CERTAIN DISPUTES**

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the Party or Parties responsible. The Parties will make a diligent and good faith effort to resolve such disputes at the local level by the Parties' respective local engineers and local managers.

B. If the Parties are unable to resolve any such dispute at the local level, then either Party may (and with the other Party's consent after providing a written request from the requesting Party to the other Party) submit the matter for resolution to a "Referee," as defined below, for binding resolution according to the dispute resolution process described hereafter. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other Party's representative who was involved in the attempt to resolve the dispute and the other Party's representative designated pursuant to Article 21.A or Article 21.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the Party's Contact Person for the dispute. The other Party will promptly respond with a letter similarly sent and copied that provides such Party's summary of the dispute and designates such Party's Contact Person for the dispute.

C. If the Parties mutually agree to do so, instead of proceeding under Section B above, the Parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each Party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each Party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The Parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision (to the extent permitted by law) in writing to the Parties, from which there will be no appeal. The Party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both Parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The Parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each Party will appoint an outside engineer or other qualified person and these two (2) appointees will appoint a third outside engineer or other qualified person (the "Referee") to serve as the Referee.

2. In the event that the two (2) appointees are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each Party will strike one such name and the remaining person will serve as the Referee. If the Parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the Parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the Parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the Parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The Parties agree, that if any dispute arising under this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a responsible senior officer with settlement authority of Licensor and a responsible senior officer with settlement authority of Licensee; and, if not resolved by them, between such persons' superiors, if any. If either Licensor or Licensee reorganizes or changes titles, the equivalent person for such Party shall perform the above functions. Notwithstanding the foregoing, neither Party shall be precluded from seeking any other available legal remedy at any time.

## **ARTICLE 22 – TERM OF AGREEMENT**

A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date (Initial Term), and shall automatically renew thereafter for five year terms thereafter (Renewal Term) unless terminated in accordance herewith. Either Party may terminate



the Agreement by giving to the other Party one (1) years' notice in writing of intention to terminate the Agreement one (1) year prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee shall, within one-hundred fifty (150) days, remove all its Attachments from all Poles. If not so removed, Licensor shall provide written notice to Licensee of such non-compliance and Licensee shall have an additional thirty (30) days to remove such Attachments from all Poles. If Licensee still fails to remove its Attachments upon expiration of such thirty-day period, then Licensor shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Licensor for any and all costs incurred by Licensor in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Licensor within sixty (60) days of invoicing following Licensor's removal of said Attachments, then Licensor may pursue one or more of the remedies contained in Article 14, including making demand on the Security Instrument described in Article 25.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

#### **ARTICLE 23 – EXISTING CONTRACTS**

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement except with respect to amounts owed, late payment penalties and interest and remedies available for collection of such amounts by either party under any such existing agreements.

Nothing in the foregoing shall preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

#### **ARTICLE 24 – LICENSOR SYSTEM FINANCING OR SALE OF SYSTEM**

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the Licensor has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement shall be subject to the terms and conditions related to such financing. Licensor, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Subject to Article 15, Licensor, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of its Pole or electric distribution system, and in conjunction therewith, may terminate this

Agreement or assign it to the purchaser or transferee in whole or in part after providing Licensee sixty (60) days' notice prior to such sale or transfer.

## **ARTICLE 25 – LIABILITY AND INDEMNIFICATION**

- A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages caused, or claimed to have been caused, by Licensee, its employees, agents, representatives or contractors. Notwithstanding the foregoing, Licensee shall have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of the wanton misconduct of the Licensor; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.
- B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Licensor, its governing body, officers, employees, agents, representatives and contractors from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") caused or claimed to have been caused by, Licensee, its employees, agents, representatives or contractors, including with respect to (a) damage to or loss of property (including but not limited to property of the Licensor or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the consumer devices (including, for example but without limitation, televisions, radios, computers and similar equipment) which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities, provided such devices are operating in accordance with law, including, if applicable, on the appropriate FCC-licensed frequencies; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Licensor under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Licensor resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Licensor for injuries and damages (a) caused by, through or as a result of the negligence of the Licensor; (b) caused by, through or as a result of the wanton misconduct of the Licensor; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee shall be required to indemnify the Licensor hereunder, Licensee shall control the defense of such matter in all respects, and the Licensor may participate, at its sole cost, in such defense. The Licensor shall not settle or compromise any matter in which Licensee is required to indemnify the Licensor without the prior consent of Licensee.

- C. To the extent permitted by law, the Licensor agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Licensor's negligent acts or omissions or the Licensor's intentional or wanton misconduct. Licensor shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. Nothing contained herein shall constitute a waiver of the defense of sovereign immunity in favor of the Licensor.
- D. Insurance. In the event Licensee's franchise agreement requires Licensee to insure the franchise authority, the Insurance requirements set forth in Article 25.E herein shall not apply to Licensee.
- E. In the event Licensee is not required to insure the franchise authority, pursuant to the franchise agreement, Licensee shall, and shall require any contractors of Licensee to maintain substantially the same insurance as required of Licensee, contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles insurance that meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Licensor shall have the right to pursue any and all of remedies set forth in this Agreement.
1. Worker's Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability, with limits of \$1,000,000 each accident/disease/policy limit, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Licensor, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the Worker's Compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.
  2. Commercial general liability insurance covering all insurable operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount of \$2,000,000 per occurrence for bodily injury and for property damage .
  3. Commercial Automobile liability insurance covering all owned, non-owned, or hired vehicles used in connection with this Agreement, in an amount of \$2,000,000 combined single limit for each accident or occurrence for bodily injury or property damage.
  4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to Licensor.
    - (a) Licensor, its governing body, officers and employees, shall be included as additional insured as their interest may appear under this Agreement on the commercial general liability and commercial

automobile liability policies only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and

(b) To the extent permitted by applicable laws, Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

(c) Each policy shall state that Licensor will be given notice at least thirty (30) days before any such insurance shall lapse; and

(d) Licensee shall furnish Licensor certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Licensor with copies of any renewal certificates promptly after they become available.

(e) Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 25.E, upon terms and conditions satisfactory to Licensor.

F. **SECURITY INSTRUMENT.** Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and content to Licensor in substitution therefore, to guarantee the payment of any sums which may become due to Licensor or an Licensor Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Licensor or an Licensor agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Licensor's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Licensor's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars (\$25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Licensor shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted

annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

## **ARTICLE 26 - COMPLIANCE WITH LAWS; CHANGE OF LAW**

- A. Applicable Law. Both Parties shall comply with all applicable laws and regulations.
- B. Change of Law. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of small cells on city infrastructure or in the right of way, that differ, in any material respect from the terms of this Agreement (“New Law”), then either Party may, upon thirty (30) days written Notice, require that the terms of this Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the Parties are unable to agree upon new terms within 90 days after Notice, then the rates contained in the New Law shall apply from the 90<sup>th</sup> day forward until the negotiations are completed, or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

## **ARTICLE 27 – CONSTRUCTION**

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

## **ARTICLE 28 – REMEDIES CUMULATIVE**

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

## **ARTICLE 29 – MISCELLANEOUS**

- A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.
- B. Entire Agreement; Prior Agreements; Integration. This Agreement and its Exhibits set forth the entire understanding and agreement of the parties as to the subject matter herein, which is the attachment of small cell wireless antenna and related equipment to poles. No other prior verbal or written agreements or understandings by and between the parties related to the subject matter contained herein shall be effective and are hereby abrogated by, superseded by, or integrated into this Agreement. In the event of a conflict of any term and condition or provision among this Agreement, its Exhibits, and the Attachment permits, the following shall control in order of precedence: This Agreement; Exhibits to this Agreement; any Ordinances currently in effect; and Attachment Permits.

C. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

D. Force Majeure. As used in this Agreement “Force Majeure Event” means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party’s obligations under this Agreement.
2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.
3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

E. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

F. In the event of a Force Majeure Event affecting Licensor’s Poles, the Parties’ obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

G. Modifications; Amendments. No amendment or modification of this Agreement shall be binding unless executed in writing by the Parties hereto.

H. Governing Law. Except to the extent that federal law, regulations, and/or agency orders control any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of the State in which the subject poles are located.

I. Hazardous Materials. Licensor agrees to comply with applicable state and federal environmental laws and regulations including those governing hazardous materials and waste, and, warrants that it administers and enforces policies, practices and procedures sufficient to achieve such compliance with respect to its facilities.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

LICENSOR

City of College Park, GA

By: \_\_\_\_\_

Name: Bianca Motley-Broom

Its: Mayor

Attest:

By: \_\_\_\_\_

Its: City Clerk

[SEAL]

LICENSEE

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Its:

Attest:

By: \_\_\_\_\_

Its:

[SEAL]

**Exhibit 1 – Application to Attach**

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Pole as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole Licensee desires to attach to, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Pole requested, the heights of all points of attachment, all mid-span clearances, any new Pole placement requested, pole loading analysis report, and completed Radio Frequency Emission Certificate. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

<b>LICENSEE NAME:</b>			
Project		Proposed Attachments	
Request #		_____ New _____	Modified
Request		Power Space	_____ in.
Name		Communications Space	_____ in.
Phone		Common Space	_____ in.
E-Mail			
Estimated Construction Dates			
Start		Finish	
Signature			
<b>Include Attachments above the top of the Pole and in the Communications Worker’s Safety Zone</b>			

Please advise Licensee as to whether or not these Wireless Facilities Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee shall provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee’s notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

<b>ELECTRIC PROVIDER</b>			
Response Date		Make Ready Construction Required?	Yes
Name			No
Phone		Make Ready Construction Estimate	\$
Email			
Signature		Permit #	
Request	Approved	Reason for Denial:	
	Denied		



Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Addendum to Pole Attachment License Agreement for Attachment of Wireless Facilities or Pole Attachment License Agreement.

**Exhibit 2 –Fee Schedule**

**Wireless Facilities Attachments**

The Adjustment Payments for Wireless Facilities shall be calculated on a “per foot” basis. For purposes of calculating such Adjustment Payments for Wireless Facilities, every twelve inches (12”) of vertical space, or any part thereof, of each Wireless Facility component which is attached to the Pole, exclusive of riser and/or conduit, regardless of placement location, shall constitute one (1) attachment. For example, if Licensee’s Wireless Facility takes up thirty inches (30”) of vertical space on the Pole, such Wireless Facility will be considered as three (3) attachments for purposes of determining the Adjustment Payment for such Wireless Facility.

Term	Rental Fee	Invoice Date
Jan. 1, 2025 – Dec. 31, 2025	\$21.00	Dec. 1, 2025

For years beginning 2026, the annual Rental Fee per Attachment shall be adjusted by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy Whitman Index.

Inspection Fees: [placeholder]

**Exhibit 3 - Radio Frequency Emissions Certification**

The Effective Isotropic Radiated Power (“EIRP”) of the Wireless Facilities shall comply with Part 15 of the FCC Rules and levels of radio frequency exposure from the Wireless Facilities will comply with Sections 1.1307(b) and 1.1310 of the FCC’s Rules, as clarified by the FCC’s *OET Bulletin 65*, latest revisions.

Will the Wireless Facilities that are the subject of the accompanying Application to Attach, dated \_\_\_\_\_, as installed, comply fully with the radio frequency exposure limitations at all distances for General Population/Uncontrolled Environments as specified by the Federal Communications Commission at 47 C.F.R. §1.1310 (or its successor regulation), the FCC’s *OET Bulletin 65*, latest revision, and any applicable state radio frequency exposure standards?

\_\_\_\_ Yes

\_\_\_\_ No

Certification:

I certify that: (i) I am a qualified/certified RF Engineer with experience regarding radio frequency emissions; (ii) I have performed the analysis specified in 47 C.F.R. § 1.1310 of the FCC’s rules and *OET Bulletin 65* for each and every one of the Wireless Facilities Attachments covered in the Request for Permission to Attach Wireless Facilities, dated \_\_\_\_\_ , and (iii) the answer given above is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
License Number

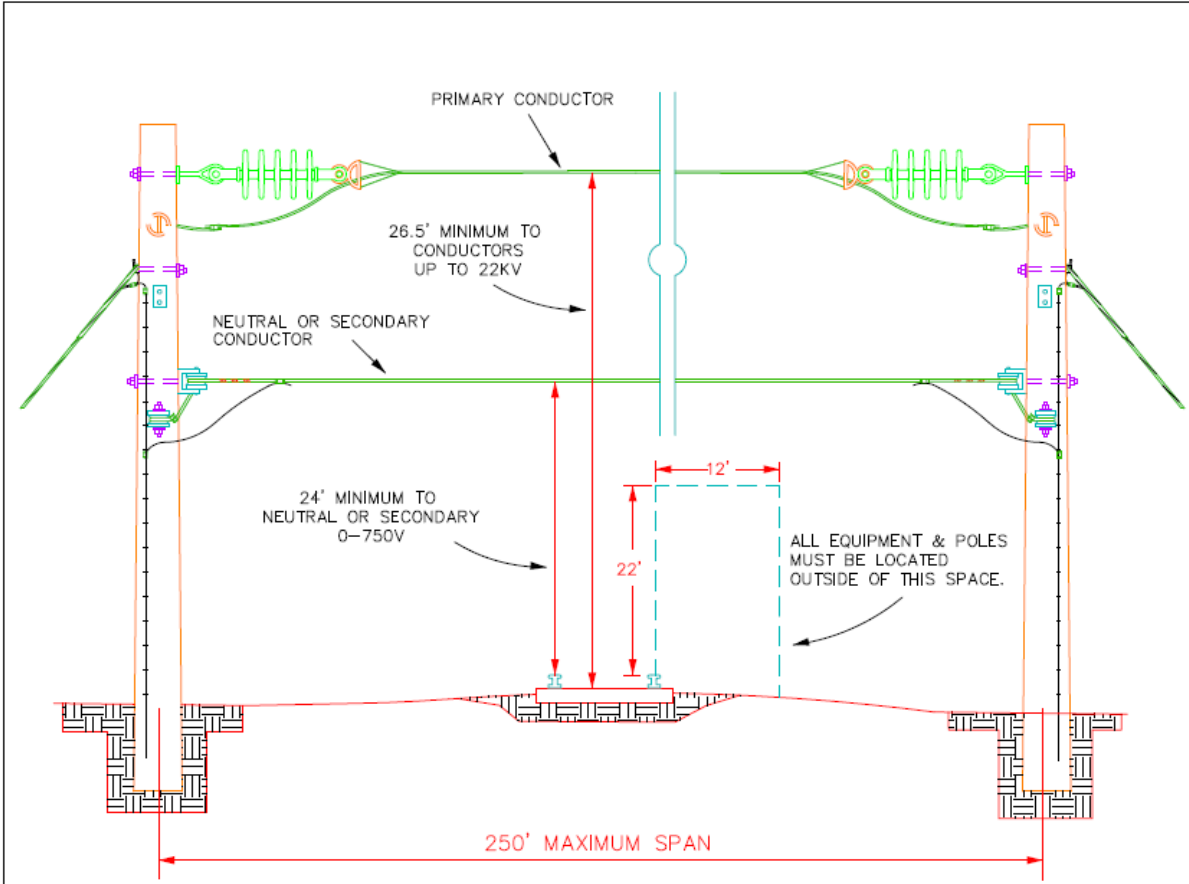
**Exhibit 4 – Approved Contractors**

**Exhibit 5 – ECG Specifications**

[ATTACH SECTION 5 “JOINT USE AND CLEARANCES” OF THE  
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]


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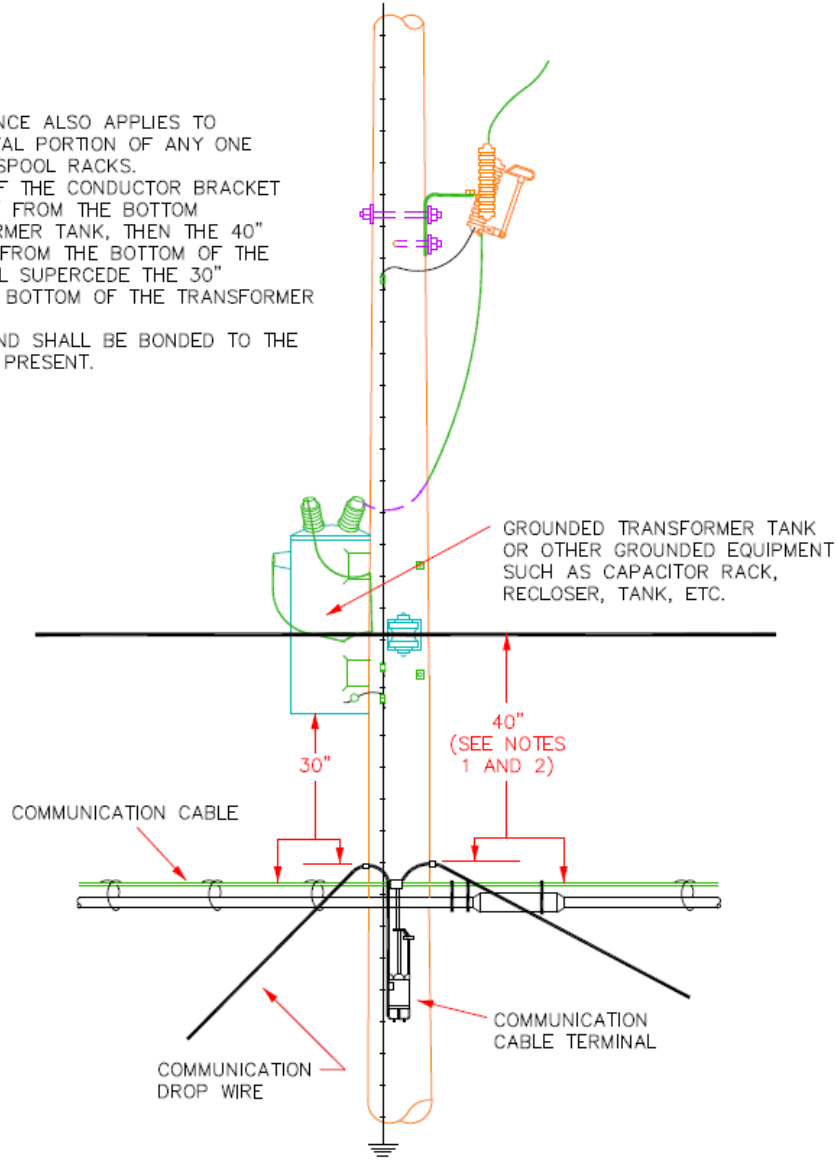
1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL. COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
  - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED.
  - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE.
  - (c) AT INDUSTRIAL SIDINGS, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED.

## **RAILROAD CROSSING CONSTRUCTION CLEARANCES**

	REVISIONS <u>    </u> JULY, 2001 <u>    </u> <u>    </u> JANUARY, 2007 <u>    </u>	<b>JU&amp;C2</b>
DATE: <u>    </u> OCTOBER, 1992 <u>    </u>		

NOTES:

- 1. THIS 40" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
- 2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
- 3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



**TRANSFORMER POLE**

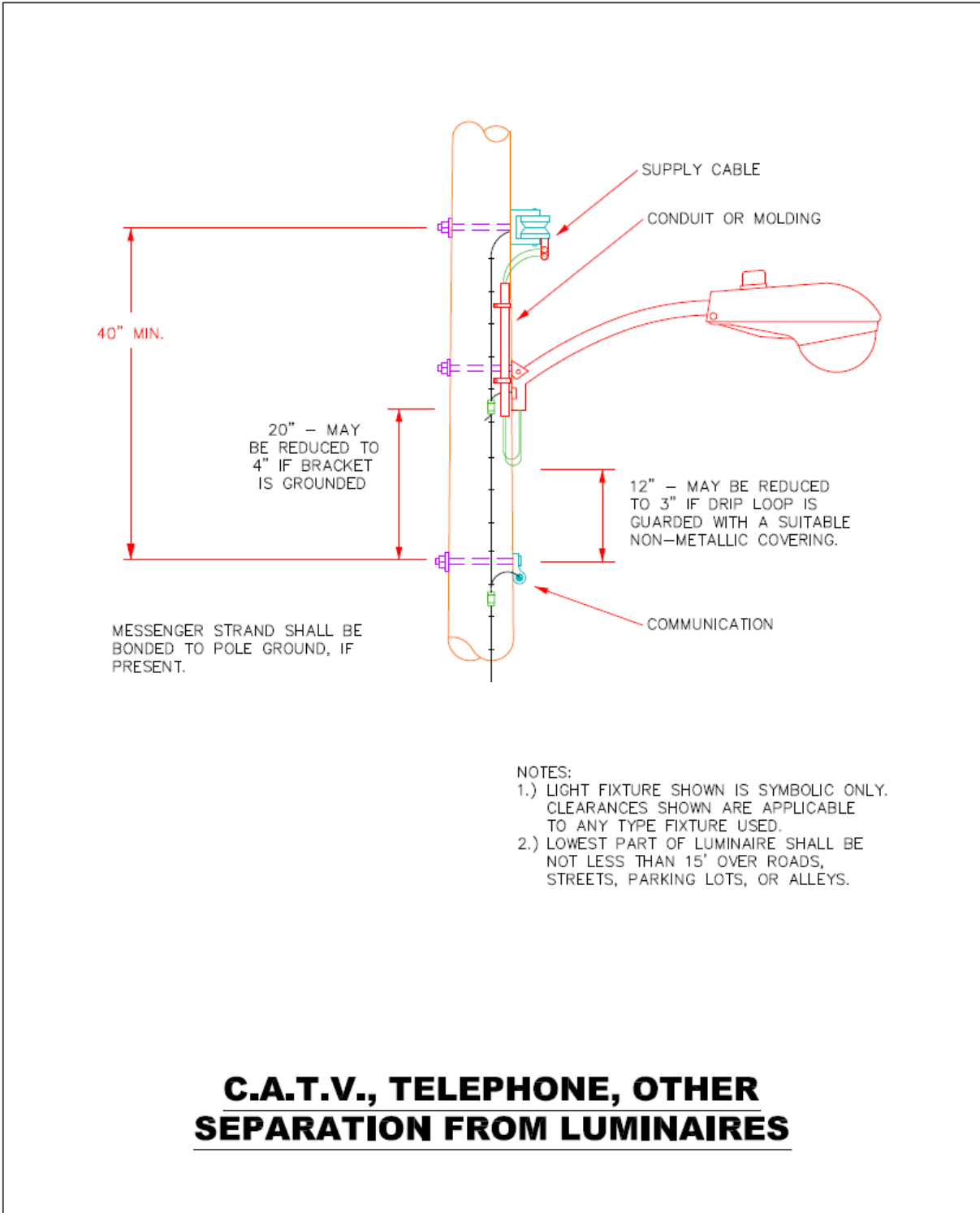
 **ECG**  
electric utility of georgia

DATE: OCTOBER, 1992

REVISIONS <u>JULY, 2001</u>

**JU&C3**

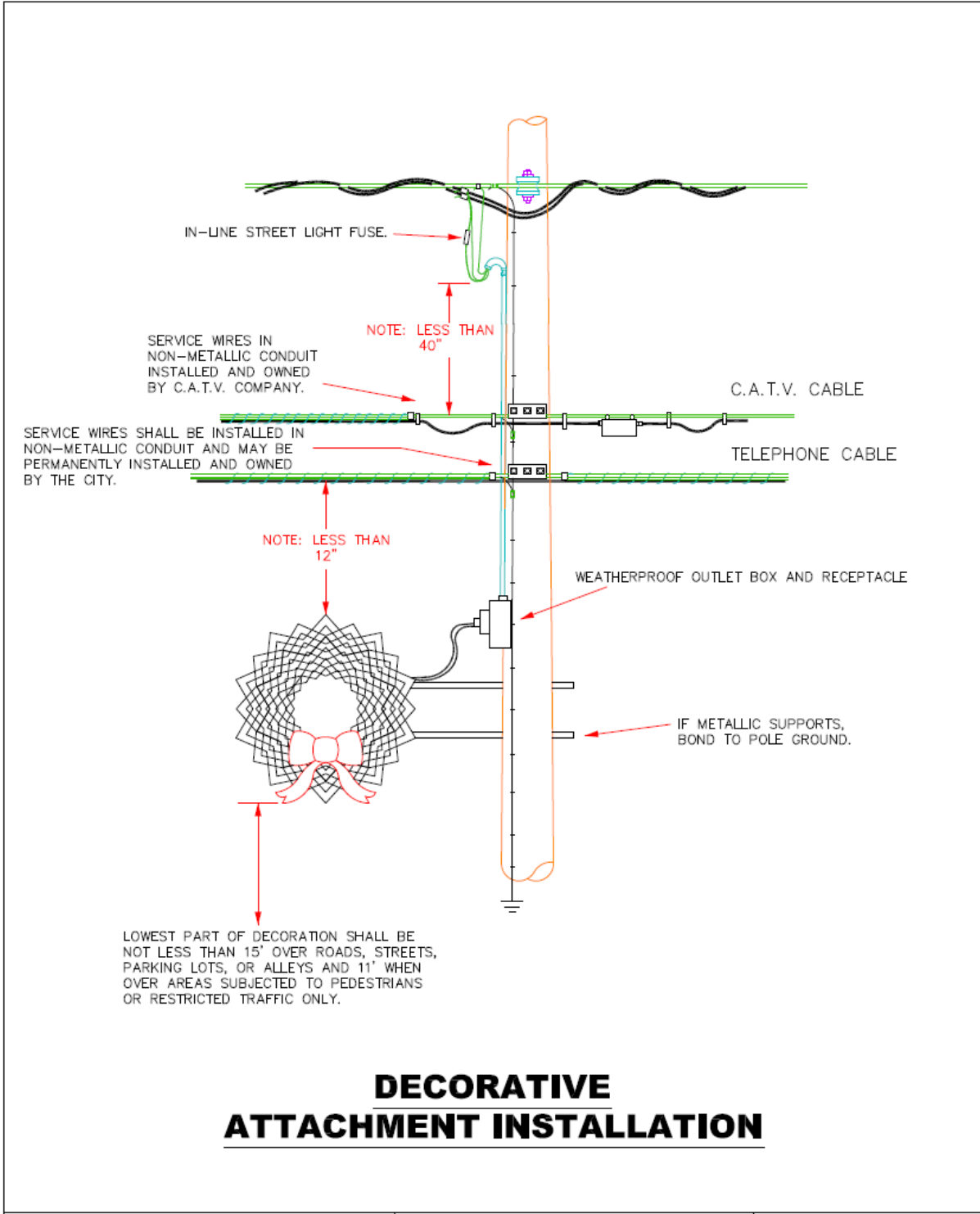




- NOTES:
- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
  - 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

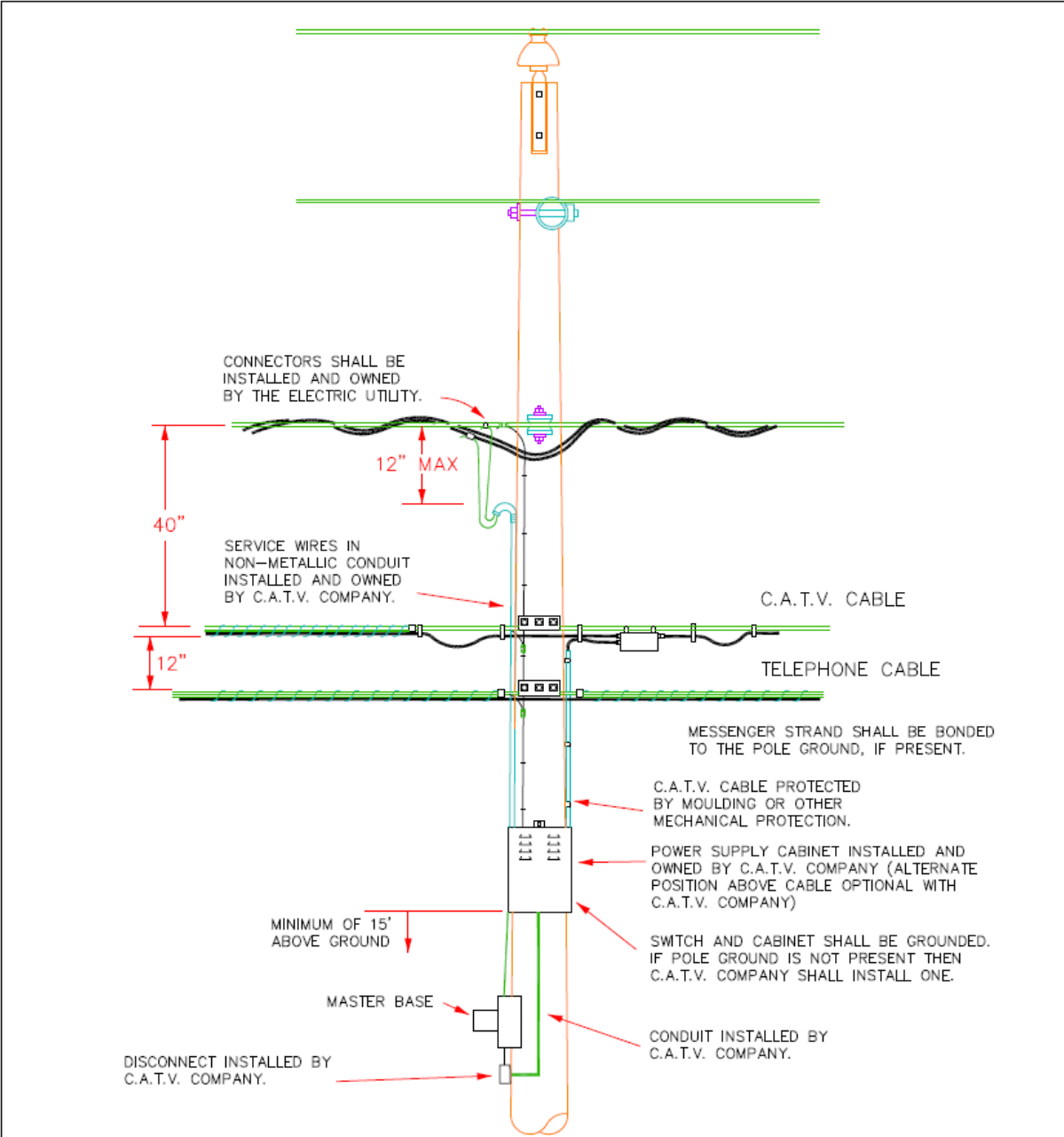
**C.A.T.V., TELEPHONE, OTHER SEPARATION FROM LUMINAIRES**

	REVISIONS <u>JULY, 2002</u> <hr/> <hr/>	<p><b>JU&amp;C4</b></p>
DATE: <u>OCTOBER, 1992</u>		




## DECORATIVE ATTACHMENT INSTALLATION

	REVISIONS JULY, 2001 <hr/> <hr/>	<h1 style="margin: 0;">JU&amp;C5</h1>
DATE: OCTOBER, 1992		



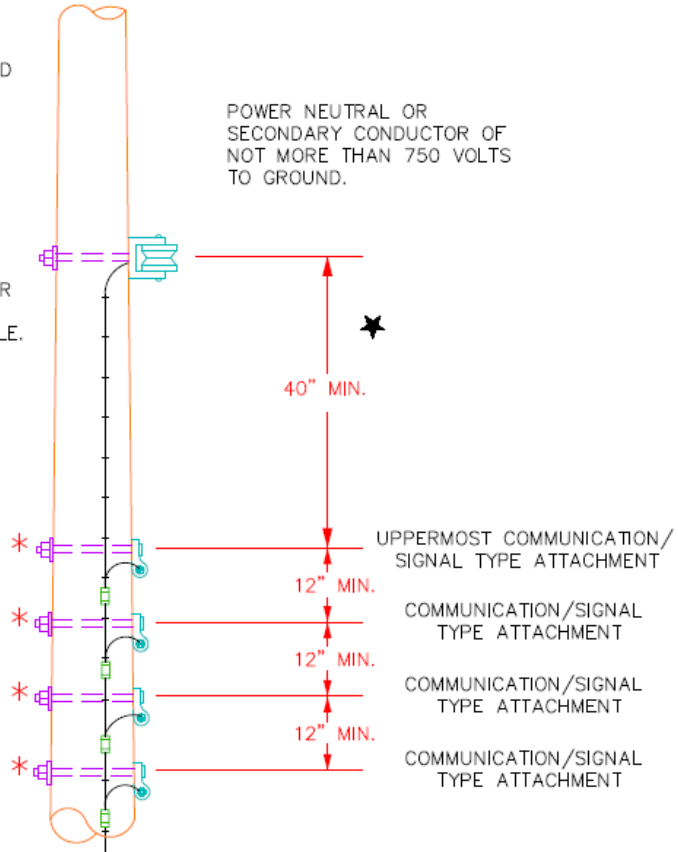
**COMMUNICATION/SIGNAL TYPE ATTACHMENT  
C.A.T.V. POWER SUPPLY INSTALLATION**

	REVISIONS <u>JULY, 2001</u>  	<p align="center"><b>JU&amp;C6</b></p>
DATE: <u>OCTOBER, 1992</u>		

- \*COMMUNICATION/SIGNAL TYPE ATTACHMENT**  
 TELEPHONE CABLE  
 C.A.T.V. CABLE  
 ALARM CABLE (FIRE, POLICE, WATER TOWER LEVEL, ETC.)  
 TRAFFIC SIGNAL CONTROL CABLE  
 TELEGRAPH CABLE  
 PUBLIC OR PRIVATE COMMUNICATION CABLE


**NOTES:**

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



\* FOR SUPPLY NEUTRAL ONLY, THIS MAY BE REDUCED TO 30".

**MULTIPLE COMMUNICATION/SIGNAL TYPE ATTACHMENT**

 DATE: OCTOBER, 1992	REVISIONS JULY, 2001   	<p><b>JU&amp;C7</b></p>
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**FOOTNOTES TABLE 1:**

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	<u>FEET:</u>
a. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0

2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	<u>FEET:</u>
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	<u>FEET:</u>
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5

5. This clearance may be reduced to 13 ft. for communication conductors and guys.

6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.

7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1 mi. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.

9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.

10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted

FOOTNOTES TABLE 1: (cont'd)

- 12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
- 13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
- 14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

- 1. 32° F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.

Or

- 2. The maximum conductor for which the line is designed to operate, if greater than 120° F.(120° F for all neutrals)

Note:

All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.

<b>VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS</b>				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLE; MESSENGERS; GROUNDED GUYS; SYSTEM NEUTRAL  (IN FEET)	DUPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUYS; GROUNDED NEUTRAL 0 – 750 VOLTS  (IN FEET)	OPEN WIRE SECONDARY CONDUCTORS 0 – 750 VOLTS  (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22KV  (IN FEET)
WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG				
1. TRACK RAILS OF RAILROADS.	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 9.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
5. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	9.5	12 (SEE NOTE 2)	12.5 (SEE NOTE 1)	14.5
6. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACES AREA OF: A. LESS THAN 20 ACRES B. 20 TO 200 ACRES C. 200 TO 2000 ACRES D. OVER 2000 ACRES (SEE NOTES 12, 13, & 14.)	17.5 25.5 31.5 37.5	18 26 32 38	18.5 26.5 32.5 38.5	20.5 28.5 34.5 40.5
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7. ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 6 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	15.5 (SEE NOTES 4 AND 5)	14.0 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

\*ALWAYS REFER TO THE LATEST NESC  
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**VERTICAL CLEARANCES OF WIRES,  
CONDUCTORS, AND CABLES ABOVE GROUND,  
ROADWAYS, RAILS, OR WATER**

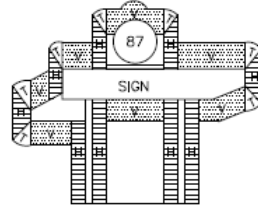
	REVISIONS <u>JULY, 2002</u>	<b>TABLE 1</b>
	DATE: <u>OCTOBER, 1992</u>	

**FOOTNOTES TABLE 2:**

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.






H - HORIZONTAL CLEARANCE  
 T - TRANSITIONAL = VERTICAL (ARC)  
 V - VERTICAL CLEARANCE

**VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS**

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
<b>1. BUILDINGS</b>					
<b>A. HORIZONTAL</b>	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 1)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1,9,&10)
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.					
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
<b>2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.</b>	4.5	5.0	5.5	7.0	7.5
<b>A. HORIZONTAL: (SEE NOTE 4)</b>					
(1) READILY ACCESSIBLE					
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1,9,&10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

\*ALWAYS REFER TO THE LATEST NESC (REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID LIVE PARTS ADJACENT BUT NOT ATTACHED TO BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**

	REVISIONS <u>JULY, 2001</u>	<h1>TABLE 2</h1>
	DATE: <u>OCTOBER, 1992</u>	



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11764**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration and action on a request to approve an invoice from Robert Half Staffing in the amount of \$15,000 for the direct hire of, LaDonna Ferguson, Executive Assistant to Mayor and City Council. This is not a budgeted item. This item is requested by Rose Stewart, Director of Human Resources and Risk Management

Consideration and action on a request to approve an invoice from Robert Half Staffing in the amount of \$15,000 for the direct hire of, LaDonna Ferguson, Executive Assistant to Mayor and City Council. This is not a budgeted item.

**Prepared by:** Rose Stewart  
**Department Director:** Rose Stewart, Director of Human Resources and Risk Management

**Review:**

Rose Stewart Pending

Sonya Tate Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 02/17/2025 7:30 PM



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337  
WWW.COLLEGE PARKGA.COM

**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11756

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to enter Financial Services Agreement with Piper Sandler on a monthly contract of \$250 an hour. This item is from the City Manager's office. This is not a budgeted item.

**RECOMMENDATION:**

To approve or deny the Financial Services Agreement with Piper Sandler.

**BACKGROUND:**

Piper Sandler agrees to render certain financial professional services to College Park. The duration of this agreement would be from February 17, 2025, if approved, to December 31, 2025 via monthly terms.

**BUDGETED ITEM:**

Piper Sandler shall be paid a rate of \$250.00 per hour for financial services rendered. Additionally, for any issuance of debt where Piper Sandler serves as financial advisor, Piper Sandler shall be paid a fee of 1% for all debt issued.

**STRATEGIC CONNECTION:**

N/A.

**Attachments**

CP -(Piper Sandler - 12.31.2025 Contract) (1) (1) (PDF)

**Prepared by:** Pat'Rena Smith

**Department Director:** Dr. Emmanuel Adediran, City Manager

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Review:

City Manager's Office	Pending	
Pat'Rena Smith	Pending	
City Attorney's Office	Pending	
City Clerk	Completed	02/13/2025 4:09 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

**FINANCIAL SERVICES AGREEMENT**

This Financial Services Agreement, ("**Agreement**") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**") by and between City of College Park, Georgia ("**City**") and Piper Sandler & Co. ("**Piper Sandler**").

**WHEREAS**, the City desires to engage Piper Sandler, and Piper Sandler agrees to render certain financial 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.**

- (a) Piper Sandler is engaged by the City to provide services with respect to the planned issuance of the City’s bonds to be issued from time to time during the term of this Agreement ("**Issue(s)**").
- (b) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the City:
  - (i) Evaluate options or alternatives with respect to the proposed new Issue(s);
  - (ii) Review recommendations made by other parties to the City with respect to the new Issue(s), and the acceptance of this duty will require the City Manager to document in writing the suitability or non-suitability of the third-party recommendation;
  - (iii) Consult with and/or advise the City on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products;
  - (iv) Assist the City in establishing a plan of financing;
  - (v) Assist the City in establishing the structure, timing, terms and other similar matters concerning the Issue;
  - (vi) Prepare the financing schedule;
  - (vii) Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum;
  - (viii) Consult and meet with representatives of the City and its agents or consultants with respect to the Issue;
  - (ix) Attend meetings of the City’s governing body, as requested by a member of the governing body or the City Manager;
  - (x) Advise the City on the manner of sale of the Issue;
  - (xi) Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue;
  - (xii) In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the City in collecting and analyzing bids submitted by underwriters and in connection with the City’s selection of a winning bidder;
  - (xiii) At the time of sale, provide the City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities;
  - (xiv) In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the City on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the City, advise on the acceptability of the underwriter’s pricing and offer to purchase;

- (xv) Assist the City in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue;
  - (xvi) Respond to questions from underwriters;
  - (xvii) Arrange and facilitate visits to, prepare materials for, and make recommendations to the City in connection with credit ratings agencies, insurers and other credit or liquidity providers;
  - (xviii) Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds;
  - (xix) Prepare a closing memorandum or transaction summary;
  - (xx) Advise the City on potential refunding or other refinancing opportunities of its outstanding Issue(s);
  - (xxi) If directed by the City, review recommendations made by third parties with respect to outstanding issue(s), and the acceptance of this duty will require the City Manager to document in writing the suitability or non-suitability of the third-party recommendation;
  - (xxii) Consult with and/or advise the City on actual or potential changes in marketplace practices, market conditions or other matters that may have an impact on the City's outstanding Issue(s);
  - (xxiii) Advise the City on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s);
  - (xxiv) Assist the City in responding to inquiries from investors or other market participants in connection with the City's outstanding Issue(s);
  - (xxv) Advise on the City's budget and other financial issues; and
  - (xxvi) Assist with economic incentives to include tax abatement calculations and meeting with economic development prospects.
- (c) ***For Services Respecting Official Statement.*** Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.
- (d) ***Limitations on Scope of Services.*** In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:
- (i) The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the City and Piper Sandler.
  - (ii) To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.
  - (iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

- (e) ***Amending Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

(2) **COMPENSATION.**

- (a) Compensation for the services rendered, and approved by the City Manager, pursuant to this Agreement, the City shall pay Piper Sandler a fee of Two Hundred and Fifty Dollars and 00/100 Cents (\$250.00) per hour. All instances of services rendered must be sent to and approved by the City Manager for Piper Sandler to be compensated. Once the City Manager has approved the applicable instances of services rendered, Piper Sandler shall be compensated within thirty (30) calendar days of said approval for each invoice.
- (b) For issuance of debt, where Piper Sandler serves as Financial Advisor, a fee of Ten Dollars and 00/100 Cents (\$10.00) per One Thousand Dollars and 00/100 Cents (\$1,000) principal amount of debt issued (which would equate to be one percent (1%) of all debt issued) plus reasonable and direct out of pocket expenses approved in advance by the City.
- (c) Compensation is based on a fixed fee contingent on size of bond issue and/or hourly fee, if applicable. For tax abatement transactions, the fee will be mutually agreed to by the parties.
- (d) ***Expenses.*** Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by City. If travel is directed by the City, the City will reimburse Piper Sandler for their reasonable and direct expenses. In the event a new issue of securities is contemplated by this Agreement, the City will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like. The City will be advised actual amounts of issuance costs by Piper Sandler prior to expenditure and will approve all costs prior to such expenditure.
- (e) The City will reimburse Piper Sandler in addition to the fees outlined in this section for the preparation, distribution, printing, and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein, when applicable.

- (3) **IRMA MATTERS.** If the City has designated Piper Sandler as its independent registered municipal advisor ("**IRMA**") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) ("**IRMA exemption**"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the City contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and City agrees not to represent, publicly or to any specific person, that Piper Sandler is City's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler's prior written consent.

- (4) **NON-EXCLUSIVE.** The City discloses to Piper Sandler that this is a non-exclusive agreement and that the City reserves the right to retain a different financial advisor during the term of this Agreement.

(5) **RESPONSIBILITIES OF PIPER SANDLER.**

- (a) MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the City in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the City. Such inquiries generally are triggered: (i) by the requirement that Piper Sandler know the essential facts about the City and the authority of each person acting on behalf of the City so as to effectively service the relationship with the City, to act in accordance with any special directions from the City, to understand the authority of each person acting on behalf of the City, and to comply with applicable laws, regulations and rules; (ii) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the City, if any or by others that Piper Sandler reviews for the City, if any; (iii) when making any representations, including with regard to matters pertaining to the City or any Issue or Product; and (iv) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the City, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, City agrees to provide to Piper Sandler any documents on which the City has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.
- (b) City agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.
- (c) In addition, the City agrees that, to the extent the City seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the City will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.
- (6) **TERM.** The initial term of this Agreement shall begin on the Effective Date and shall terminate absolutely and without further obligation on the part of either party on thirty (30) days thereafter (“**Initial Term**”). This Agreement shall automatically renew for subsequent terms upon the same terms and conditions at the expiration of the Initial Term (“**Renewal Term**” or “**Renewal Terms**”), unless the City provides written notice of non-renewal to Piper Sandler within fourteen (14) days prior to the expiration of any Renewal Term, or if the Agreement is otherwise terminated pursuant to the terms herein. In no event shall this Agreement or any part of this Agreement be in any force and effect by January 1, 2026.
- (7) **TERMINATION.** This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) calendar days prior signed written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of either party under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the City.
- (8) **INDEPENDENT CONTRACTOR.** Piper Sandler is an independent contractor and nothing herein contained shall constitute or designate Piper Sandler or any of its employees or agents as employees or agents of the City.
- (9) **ENTIRE AGREEMENT.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto



and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper Sandler and the City.

- (10) **REQUIRED DISCLOSURES.** MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.
- (11) **LIMITATION OF LIABILITY.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the City. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to City under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.
- (12) **INDEMNIFICATION.**
- (a) To the fullest extent permitted by law, Piper Sandler agrees to indemnify, defend, and hold harmless the City and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "**City Indemnitees**") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney's fees and costs or fines or penalties charged by any governmental entity), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Piper Sandler or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Piper Sandler of its covenants; or (iii) failure by Piper Sandler 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. Piper Sandler expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Piper Sandler, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. These obligations shall survive termination.
- (b) Unless prohibited by law, the City hereby indemnifies and holds harmless Piper Sandler, each individual, corporation, partnership, trust, association or other entity controlling Piper Sandler, any affiliate of Piper Sandler or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents

(hereinafter the “**Piper Sandler Indemnitees**”) against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a “**Claim**”), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

- (13) **OFFICIAL STATEMENT.** The City acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the City and that the failure of Piper Sandler to advise the City respecting these laws shall not constitute a breach by Piper Sandler or any of its duties and responsibilities under this Agreement. The City acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the City and not of Piper Sandler.
- (14) **NOTICES.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the City at:

**If to the City:**

City of College Park, Georgia  
 Attn: City Manager  
 City Hall  
 3667 Main Street  
 College Park, Georgia 30337  
[Emmanuel.adediran@collegetparkga.com](mailto:Emmanuel.adediran@collegetparkga.com)

**With a copy to:**

Denmark Ashby LLC  
 Attn: City Attorney  
 100 Hartsfield Centre Pkwy  
 Suite 400  
 Atlanta, Georgia 30354  
[wdenmark@denmarkashby.com](mailto:wdenmark@denmarkashby.com)

**If to Piper Sandler:**

Piper Sandler & Co.  
 Attn: Ed Wall, Managing Director  
 1442 Dresden Drive, Suite 257  
 Atlanta, GA 30319  
 404 405-1567  
[Edmund.Wall@psc.com](mailto:Edmund.Wall@psc.com)

**With a copy to:**

Piper Sandler & Co.  
 Attn: Legal Department  
 800 Nicollet Mall  
 Suite 900  
 Minneapolis, MC 55402

- (15) **CONSENT TO JURISDICTION; SERVICE OF PROCESS.** The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Georgia for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (a) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Georgia and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (16) **CHOICE OF LAW.** This Agreement shall be construed and given effect in accordance with the laws of the state of Georgia.
- (17) **COUNTERPARTS; SEVERABILITY.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- (18) **WAIVER OF JURY TRIAL.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.
- (19) **MSRB.** Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at [www.msrb.org](http://www.msrb.org) that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.
- (20) **NO THIRD-PARTY BENEFICIARY.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- (21) **AUTHORITY.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the City.
- (a) The following individual(s) at the City have the authority to direct Piper Sandler’s performance of its activities under this Agreement: ***Bianca Motley Broom, Mayor.***
- (b) The following individuals at Piper Sandler have the authority to direct Piper Sandler’s performance of its activities under this Agreement: ***Ed Wall, Managing Director.***

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**PIPER SANDLER & CO.**

**CITY OF COLLEGE PARK, GEORGIA**

Signature: 

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

Name: Ed Wall

Name: Bianca Motley Broom

Title: Managing Director

Title: Mayor

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

## **APPENDIX A – DISCLOSURE STATEMENT**

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the City. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client-oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

***Compensation-Based Conflicts.*** The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the City, or to advise the City to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the City and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the City. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Sandler's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the City and Piper Sandler do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Sandler does not have a financial incentive to recommend alternatives that would result in fewer hours worked. [In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the City.] This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

***Transactions in the City's Securities.*** As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the City, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

***Piper Sandler Also Advising Others.*** In addition to serving as municipal advisor to the City, we also represent the College Park Business and Industrial Development Authority ("**BIDA**"), and the Housing Authority of the City of College Park as a municipal advisor. We are required to and believe we can have both BIDA, the Housing Authority and the City's best interest in mind and we do not currently perceive a conflict of interest in serving each entity. However, should a conflict arise between the three entities, we shall recuse ourselves from representing either party for that transaction.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the City's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(B) ***How to Access Form MA and Form MA-I Filings.*** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper

Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(C) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11770**

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**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 11, 2025

**TITLE:** Consideration of and action on a request to codify the street naming of HBCU within the Six West community. This item is sponsored by Councilwoman Tracie Arnold.

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**Prepared by:** Melanie Stephens  
**Department Director:** Councilwoman Tracie Arnold

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Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 4:29 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM





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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11777

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request on Resolution 2025-XX  
Consolidating City Zip Codes.

**RECOMMENDATION:**

To approve or deny the attached Resolution

**BACKGROUND:**

The City of College Park request the Federal Delegation to remove the 30349 Zip Code and authorize the City Manager to accomplish this change.

**BUDGETED ITEM:**

N/A

**STRATEGIC CONNECTION:**

N/A

**Attachments**

2025-2-12 CP Res Zip Code (PDF)

**Prepared by:** Pat'Rena Smith  
**Department Director:** Dr. Emmanuel Adediran, City Manager

Review:

City Manager's Office      Pending  
Pat'Rena Smith      Pending  
City Clerk      Completed      02/13/2025 4:30 PM  
City Manager's Office      Pending  
Mayor & City Council      Pending      02/17/2025 7:30 PM

**STATE OF GEORGIA  
CITY OF COLLEGE PARK**

**RESOLUTION 2025-\_\_\_\_**

1           A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
2 COLLEGE PARK, GEORGIA, TO REQUEST THE FEDERAL DELEGATION TO REMOVE  
3 THE 30349 ZIP CODE ASSIGNED TO THE CITY OF COLLEGE PARK, GEORGIA; TO  
4 AUTHORIZE THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS AND  
5 OTHERWISE PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT  
6 OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL  
7 PURPOSES.

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

10           **WHEREAS**, the City is authorized by O.C.G.A. § 36-35-3 to adopt resolutions relating to its  
11 property, affairs, and local government; and

12           **WHEREAS**, there are two (2) zip codes assigned to the City which are 30337 and 30349;  
13 and

14           **WHEREAS**, the 30349 zip code is additionally assigned to the City of Riverdale, Georgia,  
15 the City of South Fulton, Georgia, and the City of Atlanta, Georgia which causes confusion  
16 amongst citizens of the City; and

17           **WHEREAS**, the City hereby requests the federal delegation to only designate the 30337  
18 zip code to the City and to remove the assignment of the 30349 zip code to the City.

19           **THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City  
20 Council of the City of College Park, Georgia, and by the authority thereof that:

21           **Section 1.** The Mayor and City Council request the federal delegation to only designate the  
22 30337 zip code to the City and to remove the 30349 zip code City assignment.

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

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

28           (b) It is hereby declared to be the intention of the Council that, to the greatest extent allowed  
29 by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is  
30 severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. It is  
31 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent  
32 allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually  
33 dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution.

34           (c) In the event that any phrase, clause, sentence, paragraph, or section of this Resolution  
35 shall, for any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable  
36 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of  
37 the Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent  
38 allowed by law, not render invalid, unconstitutional, or otherwise unenforceable any of the  
39 remaining phrases, clauses, sentences, paragraphs, or sections of the Resolution and that, to the  
40 greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections  
41 of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

42           **Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby expressly  
43 repealed.

44            **Section 5.** The effective date of this Resolution shall be the date of adoption unless  
45 otherwise specified herein.

46            **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF COLLEGE PARK, GEORGIA**

By: \_\_\_\_\_  
Bianca Motley Broom, *Mayor*

**ATTEST:**

\_\_\_\_\_(SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

**DOC ID: 11779**

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request regarding the Senior Homestead Exemption.

**Attachments**

CP Res (Homestead) 2.13.25 (PDF)

**Prepared by:** Pat'Rena Smith  
**Department Director:** Dr. Emmanuel Adediran, City Manager

**Review:**

City Manager's Office	Pending	
Pat'Rena Smith	Pending	
City Clerk	Completed	02/13/2025 4:31 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

**STATE OF GEORGIA  
CITY OF COLLEGE PARK**

**RESOLUTION NO. 2025-\_\_**

1           A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE  
2 PARK, GEORGIA, TO RESPECTFULLY REQUEST THAT THE LEGISLATIVE DELEGATIONS  
3 FOR BOTH FULTON COUNTY, GEORGIA AND CLAYTON COUNTY, GEORGIA INTRODUCE  
4 LEGISLATION DURING THE 2025 SESSION OF THE GEORGIA GENERAL ASSEMBLY TO  
5 PROVIDE A LOCAL REFERENDUM TO ADOPT A FULL VALUE HOMESTEAD EXEMPTION FOR  
6 CERTAIN CITY RESIDENTS WHO ARE SIXTY-FIVE YEARS OF AGE OR OVER OR DISABLED;  
7 TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

10           **WHEREAS**, the City Council is the legislative authority of the City; and

11           **WHEREAS**, housing is a basic need that should be accessible to all, and that homeownership is a  
12 way to build wealth, a feeling of safety, and stability for individuals and families; and

13           **WHEREAS**, the Mayor and City Council, in the exercise of its sound judgment and discretion,  
14 after giving thorough consideration to all the implications involved, fiscal and otherwise, and keeping in  
15 mind the public interest and welfare of the citizens of the City, have determined that providing a City-level  
16 full value homestead exemption to City residents similar to Fulton County, Georgia’s full value homestead  
17 exemptions for certain seniors and disabled persons would benefit the citizens of the City; and

18           **WHEREAS**, the Mayor and City Council has, through its own City staff as well as independent  
19 financial advisors, determined that a full value homestead exemption for all seniors would impose no  
20 financial hardship on the City, which has a combined annual budget of nearly Two Hundred Million Dollars  
21 (\$200,000,000.00); and

22           **WHEREAS**, the Mayor and City Council finds that it is in the best interest of the citizens of the  
23 City to request the assistance of the Fulton County, Georgia and Clayton County, Georgia Legislative

24 Delegations in introducing the necessary legislation for implementing a homestead exemption for such City  
25 residents.

26 **THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City Council of  
27 the City of College Park, Georgia, and by the authority thereof that:

28 **Section 1.** The Mayor and City Council respectfully request that the Fulton County, Georgia and  
29 Clayton County, Georgia Legislative Delegations introduce legislation for consideration by the General  
30 Assembly in the 2025 session providing for an exemption for the full value of the homestead from all City  
31 of College Park, Georgia ad valorem taxes levied for municipal government purposes, including ad valorem  
32 taxes levied to pay interest on and retire bonded indebtedness of the municipal government, for each  
33 resident of College Park who is sixty-five (65) years of age or over or disabled.

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

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

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

45 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Resolution shall, for  
46 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid  
47 judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City  
48 Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by  
49 law, not render invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses,



50 sentences, paragraphs, or sections of the Resolution and that, to the greatest extent allowed by law, all  
51 remaining phrases, clauses, sentences, paragraphs, and sections of the Resolution shall remain valid,  
52 constitutional, enforceable, and of full force and effect.

53 **Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby expressly  
54 repealed.

55 **Section 5.** The effective date of this Resolution shall be the date of adoption unless otherwise  
56 specified herein.

57 **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF COLLEGE PARK, GEORGIA:**

By: \_\_\_\_\_  
Name: BIANCA MOTLEY BROOM  
Title: MAYOR

By: \_\_\_\_\_  
Name: JAMELLE MCKENZIE  
Title: COUNCILWOMAN (WARD I);  
MAYOR PRO TEM

By: \_\_\_\_\_  
Name: JOE CARN  
Title: COUNCILMAN (WARD II)

By: \_\_\_\_\_  
Name: TRACIE ARNOLD  
Title: COUNCILWOMAN (WARD III)

By: \_\_\_\_\_  
Name: RODERICK GAY  
Title: COUNCILMAN (WARD IV)

**ATTEST:**

\_\_\_\_\_  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11765

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** Consideration of and action on a request to approve a Resolution to not change any of the City Charter. Item sponsored by the Legislators.

**RECOMMENDATION:**

To approve or deny the Resolution amending the Charter.

**BACKGROUND:**

To reject, repudiate, and oppose efforts to amend the City Charter by changing the form of government and to request efforts to abandon the Georgia Assembly.

**BUDGETED ITEM:**

N/A

**STRATEGIC CONNECTION:**

N/A

**Attachments**

CP Res (Charter Amendment) 2.13.25 (PDF)

**Prepared by:** Melanie Stephens  
**Department Director:** Legislators

Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	02/13/2025 4:33 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	02/17/2025 7:30 PM

**STATE OF GEORGIA**  
**CITY OF COLLEGE PARK**

**RESOLUTION 2025-\_\_\_\_\_**

1           A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA,  
 2 TO REJECT, REPUDIATE, AND OPPOSE ANY AND ALL EFFORTS TO AMEND THE COLLEGE  
 3 PARK CITY CHARTER IN REGARD TO CHANGING THE FORM OF GOVERNMENT, AND TO  
 4 REQUEST ANY EFFORT TO AMEND THE CHARTER TO BE ABANDONED OR SOUNDLY  
 5 DEFEATED BY THE GEORGIA GENERAL ASSEMBLY; TO PROVIDE AN EFFECTIVE DATE; AND  
 6 FOR OTHER LAWFUL PURPOSES.

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

9           **WHEREAS**, the City Council is the legislative authority of the City; and

10          **WHEREAS**, the City was founded in 1896 as a municipal corporation, duly organized and existing  
 11 under the laws of the State of Georgia and is charged with providing exceptional public services to its  
 12 residents; and

13          **WHEREAS**, the City Council respects and recognizes the value of municipalities within the State  
 14 of Georgia where the foundations of our economy are laid, where our identity as a people is anchored, and  
 15 where we live, work, play and enrich our lives; and

16          **WHEREAS**, we, the governing body representing the citizens of City, have been notified of an  
 17 effort by members of the Georgia General Assembly to introduce legislation to amend the Charter of the  
 18 City of College Park (“Charter”); and

19          **WHEREAS**, the Charter has governed this City for decades and has worked exceedingly well as  
 20 the City’s foundational legal document for the many Mayors and City Council members who have served  
 21 the City throughout the years; and

22          **WHEREAS**, the City has not requested a change to its Charter, nor has the City been officially  
 23 consulted about the necessity of a Charter amendment or whether it would be in the best interest of City  
 24 residents; and

25          **WHEREAS**, in any capacity, the City has not been made aware of any terms, provisions, or precise  
 26 language of any proposed Charter amendment; and

27          **WHEREAS**, based upon information and belief, the proposed amendment to the Charter may  
 28 significantly change the City’s form of government by evoking restrictions to public comment from citizens,  
 29 veto powers, and the elimination of citizen’s boards; and

30           **WHEREAS**, these radical changes would be contrary to the best interests of the City and its  
31 residents; and

32           **WHEREAS**, the defining challenge of our time is the preservation of our ideal of local government  
33 by the people, we will stand in opposition to threats that would seek to put our local democracy in danger  
34 of slipping away and being replaced by a “sole proprietorship” form of governance; and

35           **WHEREAS**, based upon information and belief, the Charter amendment would either consolidate  
36 or alter the City’s traditional neighborhood wards and impose at-large elections City-wide; and

37           **WHEREAS**, this amendment would cause undue harm to our senior citizen population in particular  
38 and would represent a disregard of our resident’s specific needs, local concerns, and would have the effect  
39 of disenfranchising a large segment of the voter population; and

40           **WHEREAS**, the City opposes any amendments to its Charter; and

41           **WHEREAS**, additionally, no City elected official has officially requested amending the Charter in  
42 any way whatsoever; and

43           **WHEREAS**, we believe that any proposed Charter amendment would in-fact be forced upon the  
44 City by individuals who have not asked for the consent of the City’s elected representatives; and

45           **WHEREAS**, a change to the Charter is not necessary at this time and is only being proposed to  
46 bolster the political interests of a single elected individual; and

47           **WHEREAS**, proponents of the proposed Charter amendment state that the ostensible goal of the  
48 amendment is to “modernize” the Charter and to clean up unspecified outdated language; and

49           **WHEREAS**, there are two distinct ways that a municipal charter can be amended in the State of  
50 Georgia: (1) via an act of the Georgia General Assembly; and (2) by a Home Rule amendment via the  
51 Georgia Constitution, Article IX, Section II, Paragraph I; and

52           **WHEREAS**, if the purpose of the amendment is to merely “modernize” the Charter and clean up  
53 dated language, then these changes do not require an act of the Georgia General Assembly as the City  
54 Council itself can accomplish these simple changes via a Home Rule amendment, which is available for  
55 minor changes that do not alter the City’s form of government; and

56           **WHEREAS**, the fact that a Charter amendment is being proposed in the legislature is affirmative  
57 confirmation that the changes would substantially change the City’s form of government, as opposed to  
58 making minor changes to modernize the Charter or cleanup outdated language; and

59           **WHEREAS**, to the extent that any review of the Charter is considered, it would be the result of a  
60 careful and deliberate process that is initiated by the City’s elected representatives and residents; and

61           **WHEREAS**, in accordance with the provisions granted by the State of Georgia to all  
62 municipalities, the proposed charter amendment in this instance constitutes an unwarranted intrusion into

63 the local affairs of the of the City, and is purposefully being carried out in a manner that completely bypasses  
64 and wholly usurps the City's elected representatives; and

65 **WHEREAS**, accordingly, the governing body of the City unanimously opposes any and all efforts  
66 to amend the Charter and ask that any effort to amend the Charter without the City's request or consent not  
67 be entertained by the Georgia General Assembly; and

68 **WHEREAS**, the City hereby takes such action in this Resolution to protect our founding document  
69 as the City commits itself to public service and continues to comply with the codes and ordinances of our  
70 Charter; and

71 **WHEREAS**, therefore, the City Manager and City Attorney for College Park are hereby authorized  
72 to take any and all other steps which may be deemed necessary to effectuate the intent of this Resolution.

73 **THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the City Council of the City of  
74 College Park, Georgia, and by the authority thereof that:

75 **Section 1.** The City Council request that any effort to amend the City's Charter be abandoned or  
76 soundly defeated by the Georgia General Assembly.

77 **Section 2.** The City Council authorize the City Manager and the City Attorney to take any and all  
78 other lawful steps which are necessary to effectuate the intent of this Resolution.

79 **Section 3.** The preamble of this Resolution shall be considered to be and is hereby incorporated  
80 by reference as if fully set out herein.

81 **Section 4.** (a) It is hereby declared to be the intention of the Council that all sections, paragraphs,  
82 sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the Council  
83 to be fully valid, enforceable, and constitutional.

84 (b) It is hereby declared to be the intention of the Council that, to the greatest extent allowed by  
85 law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from  
86 every other section, paragraph, sentence, clause, or phrase of this Resolution. It is hereby further declared  
87 to be the intention of the Council that, to the greatest extent allowed by law, no section, paragraph, sentence,  
88 clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence,  
89 clause, or phrase of this Resolution.

90 (c) In the event that any phrase, clause, sentence, paragraph, or section of this Resolution shall, for  
91 any reason whatsoever, be declared invalid, unconstitutional, or otherwise unenforceable by the valid  
92 judgment or decree of any court of competent jurisdiction, it is the express intent of the Council that such  
93 invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render  
94 invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses, sentences,  
95 paragraphs, or sections of the Resolution and that, to the greatest extent allowed by law, all remaining

96 phrases, clauses, sentences, paragraphs, and sections of the Resolution shall remain valid, constitutional,  
97 enforceable, and of full force and effect.

98 **Section 5.** All resolutions and parts of resolutions in conflict herewith are hereby expressly  
99 repealed.

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

102 **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF COLLEGE PARK, GEORGIA**

By: \_\_\_\_\_  
Name: JAMELLE MCKENZIE  
Title: COUNCILWOMAN (WARD I);  
MAYOR PRO TEM

By: \_\_\_\_\_  
Name: JOE CARN  
Title: COUNCILMAN (WARD II)

By: \_\_\_\_\_  
Name: TRACIE ARNOLD  
Title: COUNCILWOMAN (WARD III)

By: \_\_\_\_\_  
Name: RODERICK GAY  
Title: COUNCILMAN (WARD IV)

**ATTEST:**

\_\_\_\_\_(SEAL)  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



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**CITY OF COLLEGE PARK  
COUNCIL AGENDA MEMO (CAM)  
REGULAR SESSION MEETING**

DOC ID: 11772

**TO:** Honorable Mayor and Council Members

**FROM:** Dr. Emmanuel Adediran, City Manager

**DATE:** February 13, 2025

**TITLE:** City Attorney's Report

**RECOMMENDATION:**

N/A

**BACKGROUND:**

A summary of February 2025 legal matters that Denmark Ashby has reviewed, analyzed and conducted for the City of College Park.

**BUDGETED ITEM:**

N/A

**STRATEGIC CONNECTION:**

N/A

**Attachments**

City Attorney Report 2.17.25 (PDF)

**Prepared by:** Pat'Rena Smith  
**Department Director:** Dr. Emmanuel Adediran, City Manager

Review:

City Manager's Office Pending

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Pat'Rena Smith Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 02/17/2025 7:30 PM

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### CITY ATTORNEY'S REPORT

**MEETING:** College Park, Georgia Regular Session Meeting  
**MEETING DATE:** Monday, February 17, 2025  
**FROM:** Denmark Ashby, LLC  
**SUBJECT:** City Attorney's Report

**PREFACE.** This City Attorney's Report ("Report") includes legal matters pertaining to February of 2025 that Denmark Ashby, LLC ("Denmark Ashby") has reviewed, analyzed, and conducted for the City of College Park, Georgia ("City"). This Report shall not include real estate or personnel matters. Furthermore, this Report shall not include litigation status updates since Denmark Ashby already submits quarterly litigation reports to the City.

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1. **Matter:** *Ordinance - Occupation Tax Certificate Standards for Hotels, Motels, Extended-Stay Hotels, and Multi-Family Rentals.*  
**Submitted:** February 12, 2025.  
**Adopted:** Pending for February 17, 2025.  
**Report:** The City requested Denmark Ashby draft legislation establishing occupation tax certificate provisions regarding all hotels, motels, extended-stay hotels, and multi-family rental properties operating within the City. The occupation tax certificate provisions impose restrictions that hotel, motel, extended-stay hotel, or multi-family rental property owners or operators may not manage a secondary airport parking e-commerce business on or at the premises of the hotel, motel, extended-stay hotel, or multi-family rental property. Denmark Ashby drafted the ordinance and sent it to the City Clerk on January 29, 2025.
  
  2. **Matter:** *Professional Code Enforcement Ambassador Services Agreements.*  
**Submitted:** February 10, 2025.  
**Report:** The City requested Denmark Ashby draft two (2) professional services agreements for Code Enforcement Ambassador Services. The Code Enforcement Ambassador shall be responsible for on-site inspections of commercial and residential properties in the City including the investigation of potential violations and the enforcement of municipal codes, ordinances, and regulations. Denmark Ashby submitted the agreements to the City Manager on February 10, 2025.
  
  3. **Matter:** *Recreational Facility Usage Agreement - Frontline Housing, Inc.*  
**Submitted:** February 6, 2025.  
**Report:** The City requested Denmark Ashby draft a Recreational Facility Usage Agreement with Frontline Housing, Inc. This contractor shall provide a reading program designed and dedicated to improving the reading skills for children in kindergarten through fifth grade. Denmark Ashby submitted the agreement to the City staff on February 6, 2025.



4. **Matter:** *2023- 2025 GMEBS Defined Retirement Plan (Adoption Agreement).*  
**Submitted:** February 5, 2025.  
**Report:** On October 1, 2024, Gwin Hall, a Senior Associate General Counsel for the Georgia Municipal Association (“GMA”) sent notice to Denmark Ashby that the City has not submitted the required executed restated retirement plan documents to the GMA. All cities that participate in the GMEBS retirement plan are required to adopt the restated plans every six years or so to maintain qualification. Because College Park’s plan has so many nonstandard addendum provisions, we have to file it separately with the IRS after the city adopts the restated plan documents. Denmark Ashby has been in communication with Christa Gilbert, the Interim Director of HR / Employee Payroll & Benefits Administrator regarding this matter. Ms. Gilbert provided documentation to the GMA on January 15, 2025. At this point in time, the Adoption Agreement is the only pending necessary documentation which has been added to the February 17, 2025 meeting agenda.
5. **Matter:** *Recreational Facility Usage Agreement - Georgia Favor Track Club.*  
**Submitted:** February 4, 2025.  
**Report:** The City requested Denmark Ashby draft a Recreational Facility Usage Agreement with Georgia Favor Track Club, Inc. The City has an interest in promoting youth sports and providing opportunities for the youth of the City to participate in youth sports. Georgia Favor Track Club is a track club with a mission to motivate local youths and their families through personal fitness and physical educational programs located in the City. Denmark Ashby submitted the agreement to City staff on February 4, 2025.