



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337
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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 18, 2024

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 November 18, 2024, at the podium in the City Hall Council Chambers.


Option #2:

Submit an email with your **name, address, and comment or remark** to pcomment@collegetparkga.com **no later than 7:30 pm on November 18, 2024**. 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.

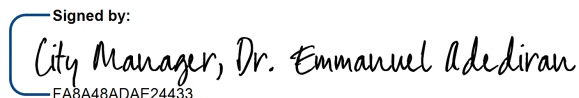
RULES FOR REMARKS DURING COUNCIL MEETINGS

- 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.

Signed by:

FA8A48ADAE24433...

AGENDA

1. Opening Ceremonies.
 - A. Pledge of allegiance to the flag.
 - B. Invocation
 - C. Civility Pledge – Police Chief Rogers
 - D. Announcement – Police Chief Rogers
2. Additions, Deletions, Amendments, or Changes To The Agenda
3. Approval of Agenda
4. Presentation of Minutes of City Council
 - A. Workshop Meeting minutes dated November 18, 2024.
 - B. Regular Session Meeting minutes dated November 18, 2024.
5. Proclamations, Resolutions, Plaques, and Announcements
 - A. Winston Denmark
6. Remarks Of Citizens
7. Public Hearing
 - A. Public Hearing for consideration of and action on a request to approve a Conditional Use Permit for a Vape Shop in the International Plaza at 4843 Old National Highway in the C2 District. Located in Ward 2 - Joe Carn.
8. Consent Agenda
 - A. Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$19,240.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.
 - B. Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$22,100.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.

Signed by:

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- C. Consideration of and action on a request to approve annual agreement with PowerDMS, in the amount of \$10,211.34. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.
- D. Consideration of and action on a request to approve a Holiday Incentive Bonus. This is a budgeted item. This item is requested by Director of Human Resources and Risk Management.
- E. Consideration of and action on a request to approve New World cloud hosting contract. This item is being requested by Chief Information Officer, Michael Hicks. This is a budgeted item. This will impact internal city operation.
- F. Consideration of and action on a request to approve the Supplemental Lease Amendment for the FAA Building. Item presented by Ron Williams, Colliers.

9. Regular Business

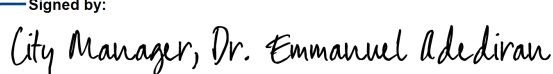
- A. Consideration of and action on a request to approve the proposed City of College 2024-2025 City Wide events. This is requested by Director of Recreation & Cultural Arts Michelle Johnson. This is a budgeted item in Ward 1, 2, 3, and 4.
- B. Consideration of and action on a request to approve the hiring of park attendants for restroom coverage at Barrett, Phillips and Zupp city parks from October 1st through March 30th annually. This is due to vandalism and concerns of public safety and accessibility. Sponsored by Councilwoman Jamelle McKenzie and presented by Rose Stewart, HR.
- C. Consideration of and action on a request to approve an ordinance by the Mayor and City Council to amend Article IV (Nuisance Abatement) and adopt Article VII (Hotels, Motels, and Extended-Stay Hotels) within Chapter 8 (Health and Sanitation) of the City of College Park, GA; To repeal conflicting ordinances; To provide an adoption date; to provide an effective date; and to provide for other lawful purposes. Sponsored by Councilman Joe Carn.
- D. Consideration of and action on a request to hire an Education and Community Outreach Coordinator for a one year contract position that will serve all Wards. Item sponsored by Councilman Joe Carn.

10. City Attorney's Report.

11. City Manager's Report.

12. Report Of Mayor And Council.

13. Executive Session

Signed by:

FA8A48ADAE24433...

14. Approval of Executive Session Minutes.

15. Adjournment.

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...



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

DOC ID: 11588

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Workshop Session Minutes dated November 4, 2024

Attachments

WS11042024 (DOCX)

Prepared by: Queenie Brown
Department Director: Cindy Hanson, Interim City Clerk

Review:

Queenie Brown	Completed	11/14/2024 11:07 AM
City Clerk	Completed	11/14/2024 11:07 AM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
NOVEMBER 4, 2024

MINUTES

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Present: Mayor Bianca Motley Broom; Councilwoman Jamelle McKenzie, Councilman Joe Carn, Councilwoman Tracie Arnold, and Councilman Roderick Gay; City Manager Dr. Emmanuel Adediran; City Attorney Winston Denmark; Deputy City Clerk Queenie Brown

Absent: None

Workshop Session was declared open at 6:02 p.m.

MAYOR MOTLEY BROOM: Good evening. Welcome to the workshop session of the Mayor and City Council of the City of College Park. I'm Mayor Bianca Motley Broom. We have a full quorum present with Councilmembers McKenzie, Carn, Arnold, and Gay; and so we will start with the first item, which is a Presentation on Best Practices and Strategy at the Citywide Recycling area on Riverdale Road.

1. Presentation: Best Practices and Strategy at Citywide Recycle Area

MAYOR MOTLEY BROOM: Good evening, Mr. Hand.

MR. CEDRIC HAND: Good evening, Mayor and Council.

COUNCILWOMAN MCKENZIE: Good evening, Cedric.

COUNCILMEMBERS: Good evening.

MR. CEDRIC HAND: I'm here to discuss some of the key issues we're having at Riverdale Road Recycling, such as, like, illegal dumping -- illegal dumping, like, people, like, staying overnight and just, like, issues like that. I did a slideshow so people might see.

The key issues are, like; household furniture, appliances, tires, some bags; like, you know, with unidentified things, and my guys don't know what's inside of them; things of that nature. Overnight vehicle parking, like, vehicles left unattended in the parking lot; stuff like that.

I just want to make sure that my guys are -- I'm just putting it out there so we all know what's going on, like, as far as my guys -- like, what we dealing with on our side. Time and resources, like, on a daily, we got to -- like, just, like, illegal dumping, like, maybe from, like, household --

A lot of this stuff, I don't think it comes from the city because, like, we offer those services to the citizens, so they can just leave it outside their house instead of carrying it to a recycling site,

38 dumping it. So a lot of the stuff, I'm not sure, like, if it's coming from the citizens of College Park
39 or not, so I can't say.

40 But that's a picture of a truck we caught dumping. It was a 18 wheeler backed up. My guy took a
41 picture of it. By the time he did, the guys in the back closed the door and just took off, but it's,
42 like, some of the issues we dealing with as far as, like, illegal dumping.

43 On this video right here -- one of the days we came in the morning. This is some of the stuff we
44 got to dispose of, and it's all at the city's cost. That's, like, a cut up bathtub inside of a dumpster
45 right there; pallets; things of that nature. That's one of the more, like, extreme cases.

46 But it's normally some things of that nature out there. And some of my suggested solutions would
47 be enhanced surveillance; installing cameras; better lighting to deter some of the unauthorized
48 illegal dumping; or either, like, catch them in the act. If we catch some people, like, make examples
49 out of them, then maybe it'll get better.

50 So people who want to use it the right way, then they can have, like, more access to it. Restricting
51 access, maybe put, like, lockable gates so at nighttime, people don't have access to the parking lot
52 to camp out or do anything like that.

53 You know, like, maybe that may be a viable solution. And just, like, on my end, better signs and -
54 - it's a wooded gate line -- it's a wooded line right there that people, like -- well, not hide behind,
55 but, like -- it's, like, a -- it's like a shield, like, from the street. You can't really see what they're
56 doing behind those trees right there, so they can do whatever right there.

57 And then -- just, like, this community campaign is, like, letting people know or remind people what
58 we do accept and what we don't accept; things like that. So they won't bring it to the -- to the
59 recycle area, see we don't take it, then just leave it, like, so -- that's what I got.

60 MAYOR MOTLEY BROOM: Thank you so much. Councilmember McKenzie.

61 COUNCILWOMAN MCKENZIE: Thank you, Cedric, for bringing this to our attention. I'm -- I
62 focus on the recycling center that's over in Ward 1 on Harvard, so I wasn't aware of the situation.

63 MR. CEDRIC HAND: Oh, yeah. It's night and day, like, as far as, like, the practices -- but the
64 one on Harvard to the one over there. Maybe because, like, the -- the access to the big parking lot
65 -- the wood area, like, maybe they got, like, more timing or, like, maybe it's just further away from
66 the police department too. So --

67 COUNCILWOMAN MCKENZIE: That, and it's also -- it's hard to get a big truck up in there too.

68 MR. CEDRIC HAND: Yeah, yeah. Yes, ma'am. Yes, ma'am.

69 COUNCILWOMAN MCKENZIE: So thank you for the presentation. I appreciate that.

70 MR. CEDRIC HAND: Yes, ma'am. Thank you.

71 MAYOR MOTLEY BROOM: Councilmember Carn.

72 COUNCILMAN CARN: Thanks, Cedric. Yeah, it's been a big -- real big problem over there for
73 many years in terms of the dumping and whatnot. Like you said, the -- the Ward 1 center is directly
74 across from the police station, so obviously you're not going to get a lot of characters trying to
75 dump over there as easily.

76 MR. CEDRIC HAND: Yes, sir.

77 COUNCILMAN CARN: The cover, you know, the -- the tree buffer is another big thing. Between
78 the center and Riverdale Road, the tree buffer is -- is a lot of good cover if you illegally dumping.
79 So that's another big problem. I mean, these are some good ideas. I thought we had a camera over
80 there. I thought there was a camera over there.

81 MR. CEDRIC HAND: The police department put up temporary cameras, like, the -- the station
82 and they come up. And then when it's up, we still may get, like, light dumping, but, like, no extreme
83 cases like that. But then as soon as it comes down, it's right back to the same thing. But, yeah, we
84 just put the -- the temporary -- I don't know what they call them, but yeah --

85 COUNCILMAN CARN: Right --

86 MR. CEDRIC HAND: Yes, sir.

87 COUNCILMAN CARN: That stand up -- the temporary --

88 MR. CEDRIC HAND: Yes.

89 COUNCILMAN CARN: I've seen that camera out there, but I thought there was an affixed camera
90 to the pole at one time out there.

91 MR. CEDRIC HAND: Yeah, it was; and then, like, I don't know what happened to it to tell you
92 the truth. One day it was just gone.

93 COUNCILMAN CARN: Okay. City Manager.

94 CITY MANAGER ADEDIRAN: Yes, sir.

95 COUNCILMAN CARN: I know we're -- we're revamping all of the cameras --

96 CITY MANAGER ADEDIRAN: Yes, sir.

97 COUNCILMAN CARN: That was an active camera for years. I know, at least, it used to be. So
98 if it's not, I guess, we want to make sure that camera's back reactivated. If it sat on that pole -- the
99 same pole with the signage that says that's our camera.

100 MR CEDRIC HAND: Yes, sir. Right outside the alley.

101 COUNCILMAN CARN: Okay. Well, Doctor, we might -- we want to maybe see if that was one
102 of the ones that are functioning still, or if that's one of the ones that's no longer functioning. If we
103 can get it back online or if not, let's add that to the list of the cameras we -- we -- purchased already.
104 But yeah, it is a real big problem. One other thing I would suggest in terms of signage.

105 MR. CEDRIC HAND: Yes, sir.

106 COUNCILMAN CARN: Some of the best illegal dumping signage I have seen -- tomorrow
107 morning you -- you going -- you coming to work tomorrow?

108 MR. CEDRIC HAND: Yeah. Yes, sir. I'll be here.

109 COUNCILMAN CARN: Drive down Old National Highway --

110 MR. CEDRIC HAND: Okay.

111 COUNCILMAN CARN: -- to the Kroger grocery store --

112 MR. CEDRIC HAND: Okay.

113 COUNCILMAN CARN: -- at the corner of Old National at Flat Shoals --

114 MR. CEDRIC HAND: By the BP right there?

115 COUNCILMAN CARN: You know exactly what I'm talking about.

116 MR. CEDRIC HAND: By the BP?

117 COUNCILMAN CARN: Right. Do you know where the Dollar Tree is there in the -- at the end
118 of the strip mall with the Kroger?

119 MR. CEDRIC HAND: Yes, sir.

120 COUNCILMAN CARN: You know where I'm talking about?

121 MR. CEDRIC HAND: Yeah. Yeah. Right behind the gas station. That's right behind the gas
122 station.

123 COUNCILMAN CARN: Drive over there tomorrow morning. You will see two of the best illegal
124 dumping signs you have ever seen --

125 MR. CEDRIC HAND: Okay.

126 COUNCILMAN CARN: -- on the side of the Dollar Tree and on the front other side of the -- when
127 I say you can't miss them --

- 128 MR. CEDRIC HAND: Yeah.
- 129 COUNCILMAN CARN: You can't miss them.
- 130 MR. CEDRIC HAND: I can't say --
- 131 COUNCILMAN CARN: If we had signage of that size --
- 132 MR. CEDRIC HAND: Uh-huh.
- 133 COUNCILMAN CARN: -- and that simplicity -- and trust what I tell you, there is no dumping
134 over there because of those two signs that they have. But I want you to go over there in the morning
135 --
- 136 MR. CEDRIC HAND: I got you.
- 137 COUNCILMAN CARN: I want you to take some photos of the sign and send it to the -- send it to
138 the City Manager.
- 139 MR. CEDRIC HAND: Yes, sir.
- 140 COUNCILMAN CARN: That's the kind of signage we need to make it really clear. So those are
141 some of the best signs I've ever seen in Fulton County.
- 142 MR. CEDRIC HAND: Okay.
- 143 COUNCILMAN CARN: So --
- 144 MR. CEDRIC HAND: I'll take that as a homework assignment.
- 145 COUNCILMAN CARN: All right?
- 146 MR. CEDRIC HAND: Yes, sir.
- 147 CITY MANAGER ADEDIRAN: Let me know when you --
- 148 MAYOR MOTLEY BROOM: Councilmember Arnold.
- 149 MR. CEDRIC HAND: Okay. Yes sir.
- 150 COUNCILWOMAN ARNOLD: Thank you. Thank you for the information. I appreciate you
151 giving us that.
- 152 MR CEDRIC HAND: Yes, ma'am. Thank you.
- 153 MAYOR MOTLEY BROOM: Councilmember Gay.

154 COUNCILMAN GAY: Yes, Cedric. Thank you for presentation. It was a great PowerPoint. So
155 I got a couple issues because I've been man -- managing this dump site for years. So I -- I got a
156 different take on how we should move forward on this. First off, it's costing the city too much
157 money.

158 It takes him and his men every other day to clean that area. That's manpower. That's time that
159 could be done in other parts of the city. I mean, I've seen them actually have to get out the truck.
160 Now they're having to bring the -- the --

161 COUNCILMAN CARN: The broom truck.

162 COUNCILMAN GAY: -- the broom truck, just -- just to deal with it. And then we also have
163 people that come there daily to dig in it to -- to get out aluminum and -- so really we -- we -- we
164 serving as a site for people to come every day.

165 So they're taking the stuff out and then they go sell it. He just said that he doesn't think, nor do I -
166 - I agree that it's being used solely by our residents. I think only -- I mean, I talked to my residents.
167 They want it, but they also don't want the eyesore that it's presented. So I think y'all having a
168 conversation about the home recycling?

169 MR CEDRIC HAND: Yes.

170 COUNCILMAN GAY: I think Ward 4 would be a great test to -- to -- to -- to make for us to
171 minimize the dumping at 18 Acres. Cedric, we not earning any money because --

172 MR. CEDRIC HAND: You already saved money. Like, they don't charge to dump it. So, like, if
173 I take all that trash, then we have to pay per ton. If it's clean recycling, we can take it down to the
174 Pratt and then, like, they don't charge us anything for dumping it.

175 But, otherwise, if I got to take it to the dump, then it's all -- and then it's all charged. It is
176 contaminated, like, such -- it is, like, with trash and everything, it got to go to the dump and then
177 we got to pay per ton. Yes, sir.

178 COUNCILMAN GAY: Another -- another option Dr. Adediran, would be to consider looking at
179 relocating to the biolot on Global Gateway. There's biolot around the corner that's a possible
180 location until that body is sold. It's still close to the community, but it's -- it's not in the way of
181 anybody.

182 The third thing is I -- the -- the camera we had was a deer camera. So it was a old generation
183 camera. It wasn't the ones that we just authorized for Michael Hicks to purchase. And even if we
184 did have a camera, who's watching them? I mean, we buying all these cameras, but who's watching
185 them?

186 Cameras are only good after a crime has been committed, but it's not to turn that dump site. And
187 if we were to get a camera, they need to put it in -- in -- in -- in their office, and they need to watch

188 it. Oh. And then we need to look at the cost to cut down the trees. They're not just a count of the
189 trees.

190 You got people living up under the trees. You got people clothes all up under the trees. And last,
191 we should also consider locking it because it's 18 acres with open access. You go to work, you see
192 -- every morning, you'll see cars along the woods. That's every morning and every night. You got
193 people living in the woods. You got people doing all kinds of stuff in their car.

194 Then you got 18 wheelers parking overnight. I -- I contacted the Chief almost every other day. So
195 maybe we can get those warehouse gates and just get a key to us. Only people that really need it
196 is sanitation and soccer, but their season is about to come to an end, or they can just get a key. That
197 would be my recommendation, Joe. Go ahead.

198 MAYOR MOTLEY BROOM: Wait. Hold it. Hold --

199 COUNCILMAN GAY: That's it for me.

200 MAYOR MOTLEY BROOM: Okay. Thank you, Councilmember Gay. Councilmember Carn.

201 COUNCILMAN CARN: One of the things you just spoke on -- the cars that I do see along the
202 tree line in the mornings and stuff. Chief, have we -- what -- so what do they -- what do they do
203 when -- when we see those cars? I mean, what are they doing over there? Just curious.

204 POLICE CHIEF ROGERS: Just sitting

205 COUNCILMAN CARN: Really?

206 POLICE CHIEF ROGERS: Uh-huh.

207 COUNCILMAN CARN: So why would they drive through that grass and -- and then pull all the
208 way over there on the end there?

209 POLICE CHIEF ROGERS: Privacy. Just -- they just sit. You run them off every other day.

210 COUNCILMAN CARN: Okay. And do you -- did -- you mentioned the Global Gateway property
211 that we own. That may not be a bad idea, but at the same time, that may be more secluded than
212 the river -- the road -- the trees are their cover.

213 So I -- I think -- yeah, we need to do something. And so you saying the neighbors aren't using it
214 that much?

215 POLICE CHIEF ROGERS: No, because, I mean -- I don't mean to interrupt.

216 COUNCILMAN CARN: Oh. No --

217 POLICE CHIEF ROGERS: Since we've had those lot cameras there --

218 MAYOR MOTLEY BROOM: Chief, would you mind coming down, so the microphone can pick
219 you up. Thank you so much.

220 POLICE CHIEF ROGERS: Since the lot camera -- the mobile lot camera that we have -- we have
221 had it stationed there, and we go back and review it, and we do see illegal dumping -- contact --
222 we don't tell them why. Just have them come to the police station, and we do cite them, and
223 everybody that we cited do not live within the city or limits of College Park.

224 COUNCILMAN GAY: And that -- and that camera -- Chief, that camera has cut down dumping
225 by 50 percent. The problem is she need that camera at other hot spots in the city, so it can't stay
226 there. And by it being a mobile camera, it is -- it is a little bit more intimidating than -- than the
227 camera on the pole.

228 POLICE CHIEF ROGERS: That's correct.

229 MAYOR MOTLEY BROOM: Well, I think that the --

230 COUNCILWOMAN MCKENZIE: I have some --

231 MAYOR MOTLEY BROOM: Okay. I -- I -- I mean, I think these suggestions -- the suggested
232 solutions encompass pretty much everything that we're talking about. I -- I would agree with
233 Councilmember Carn and Councilmember Gay about Global Gateway.

234 I think that that could lead to a different issue of it being more secluded that leads to more dumping.
235 But if -- if we get rid of that wood line, that's going to reduce the opportunity for people to have
236 that seclusion with communicating with the residents about what goes in and what doesn't.

237 That needs to happen regardless because we have problems across the city in terms of recycling
238 and what people put in it. The -- the gates seem to be a very common-sense solution to prevent
239 people from getting access at times when they shouldn't be there.

240 And additional cameras that are -- that are visible and monitored like House River Gates, that --
241 that all seems to make sense. I -- I think this is very well thought out on -- on your part in terms
242 of being able to -- you know, I -- I think staff's got the -- got the solutions.

243 So the task is, you know, how do we implement it to make sure that -- that these things can actually
244 move forward. Councilmember McKenzie.

245 COUNCILWOMAN MCKENZIE: Yes. I'm glad -- I just wanted to, kind of, piggyback on some
246 of the things that Councilman Gay mentioned. One -- the first, is the curbside recycling that I --
247 the initiative that you and I began working on several months ago.

248 CITY MANAGER ADEDIRAN: Yes, ma'am.

249 COUNCILWOMAN MCKENZIE: There is a survey that's out, Councilman Gay.

250 COUNCILMAN GAY: Yeah.

251 COUNCILWOMAN MCKENZIE: And it would be really helpful -- what happens is too often we
252 get most of the people -- the majority of the responses that are coming through -- coming through
253 Ward 1. So it is a citywide survey.

254 And if you could -- if I -- I'm asking all of the Councilmembers and the Mayor here that --
255 specifically our Councils since Mayor is in Ward 1 with me, if we could get that survey out to our
256 people, so we can really find out from them because how -- how they would like to see curbside
257 signage.

258 So you did mention that, so we'll pick that up. The survey is due by the 21st of November, so we
259 still have 20 -- 18 more days to get that -- get that in.

260 So I want to encourage us to -- I think that -- that it is one of the things we can look at. Then you
261 mentioned the cameras, and it does not make sense to have cameras everywhere if we don't have
262 someone watching these cameras.

263 So I think that as a city -- and I know we had -- when I was a Chaplin back in the day, we had
264 conversations even about -- could we even have volunteers or citizens -- persons that could man
265 the cameras that we have throughout the city.

266 Because when -- after you've had an incident -- it might be an incident that could have occurred
267 three, four days. We don't know the date of the incident specifically, and you got to go through all
268 that footage. So I would like to see how we could work with you, Chief, to get that done.

269 POLICE CHIEF ROGERS: And -- and one thing that I would suggest -- other municipal
270 colleagues do it as well is a date and time when people can use the recycling.

271 That way, as you were saying -- as you were saying, if we find that illegal dumping has happened,
272 at least we have a date and timeframe where we can go back through and look through the cameras
273 to determine who the culprit was who did the illegal dumping, instead of leaving it open 24/7.

274 And then you having to, kind of, estimate and going back through all the footage. Wherever we
275 decide to do with the recycling bins, just put a specific day, -- maybe one day a week; twice a
276 month; three times a month -- and that way if we find that anybody is committing illegal dumping,
277 then we have a date and time where we can go back through footage and look.

278 COUNCILMAN CARN: Well -- well, there -- there may be another way of looking at it. Now, I
279 don't know if residents are going to keep up with what day they can --

280 POLICE CHIEF ROGERS: We have a newsletter that goes out.

281 COUNCILMAN CARN: Yeah, but no one really gets that in the actual residences and homes. It's
282 -- that's to a list of 12,000 people, and they could be from all over the state of Georgia and all -- all
283 over the country. So that's a-whole-nother issue we got to work on, but Councilmember Gay, I was

284 going to ask -- I don't know when -- when your next community meeting is, but you know, maybe
285 talk to them about it, and see what -- what -- what they think is the best thing.

286 The other way of looking at it is this, if most of the people dumping are resident -- are folks that
287 don't live in the city -- which we pretty much got a consensus that that's the case; is that right?

288 MR. CEDRIC HAND: Yeah. I say it because it -- it'll cost more for them to bring it up and dump
289 it than just put it outside their house and --

290 COUNCILMAN CARN: Okay. I was going to say going by that logic --

291 MR. CEDRIC HAND: Yes, sir.

292 COUNCILMAN CARN: Then the few residents that might have something to dump might come
293 out better if you -- you have the service where, hey, once a month you can -- you can dump this
294 much, if you --

295 MR. CEDRIC HAND: Yeah. Yes, sir. I'm just not sure, like, how much that would accumulate as
296 far as, like, if they have, like -- like more to where they can't, like, really store it, like, for that long
297 or something like that. So, I mean, that's a great idea. That's just, like, my thought, like, process
298 goes directly to that. Like, I don't how much they would have or how they would store it.

299 COUNCILMAN CARN: You come up with -- you come up with something that puts a limit --

300 MR. CEDRIC HAND: Yes, sir.

301 COUNCILMAN CARN: -- on what you put out there.

302 MR. CEDRIC HAND: Okay.

303 COUNCILMAN CARN: And if it is -- if it is, you know, one Herby Kirby worth stuff or two cans
304 worth of stuff or come up with something that's reasonable once a month, you know, I don't know,
305 maybe -- maybe that's a -- a solution that -- that -- that way they won't have to go to the dump, and
306 then anybody leaving something down there, I mean, you know, that's just a thought.

307 MR. CEDRIC HAND: Okay. Yes, sir.

308 MAYOR MOTLEY BROOM: Councilman Gay.

309 COUNCILMAN GAY: I did want to just chime in on this -- on the survey, Council, on -- on that
310 McKenzie -- that you're taking.

311 COUNCILWOMAN MCKENZIE: You're going to get my name right.

312 COUNCILMAN GAY: That's you right here. Could you put a QR code on the -- on the side?

- 313 COUNCILWOMAN MCKENZIE: Yes. Isn't --
- 314 COUNCILMAN GAY: No. I mean at the dump site. I mean at the recycle bin.
- 315 COUNCILWOMAN MCKENZIE: Oh, okay.
- 316 MR. CEDRIC HAND: Oh, yeah.
- 317 COUNCILMAN GAY: Like, with -- with the survey. Let's make a sign --
- 318 COUNCILWOMAN MCKENZIE: Okay.
- 319 COUNCILMAN GAY: -- that says please take the survey.
- 320 COUNCILWOMAN MCKENZIE: Can we do that?
- 321 COUNCILMAN GAY: And let the residents scan the QR code and they can do the survey online.
322 You know how we do on our -- on all our signs.
- 323 MR. CEDRIC HAND: Yeah. Yeah. They do.
- 324 COUNCILWOMAN MCKENZIE: Good idea. Yeah. We have -- I mean, the QR code is already
325 generated. So just to put that QR code for the survey, we're talking about?
- 326 MR. CEDRIC HAND: Yes, ma'am.
- 327 COUNCILWOMAN MCKENZIE: Okay. Yeah.
- 328 COUNCILMAN GAY: And a sign -- well, -- I'll help you with it. We'll create a sign.
- 329 COUNCILWOMAN MCKENZIE: Okay. Thank you.
- 330 COUNCILMAN GAY: That's all I have. Thank you, sir.
- 331 MR. CEDRIC HAND: All right. Yes, sir. Thank y'all.
- 332 MAYOR MOTLEY BROOM: Thank you so much.
- 333 COUNCILWOMAN MCKENZIE: Thank you so much, Cedric.
- 334 MAYOR MOTLEY BROOM: Councilmember Arnold, the next item is yours, especially the
335 December meeting.
- 336 COUNCILWOMAN ARNOLD: Yeah. Actually, we have some discussion -- or we have a
337 calendar that's coming up during our regular session, so I will table this to later.

338 MAYOR MOTLEY BROOM: Okay. All right. And so Ms. Kennedy is talking about the Keep
339 College Park Beautiful Kickoff with Coca-Cola.

340 **2. Keep College Park Beautiful Kickoff with Coa Cola**

341 MS. FRANCIS KENNEDY: Good afternoon, Mayor and Council.

342 COUNCILWOMAN MCKENZIE: Good evening.

343 MAYOR MOTLEY BROOM: Good evening.

344 MS. FRANCIS KENNEDY: I should say good evening, Mayor and Council. I am here because
345 of the commitment that Keep College Park Beautiful has to the community as well as to the
346 employees. We as a city were the first ones to take the challenge with Keep America Beautiful to
347 be a part of the 250-year celebration of the US in 2026.

348 And what happens at that time, we'll be celebrating the cleanups that are done in, hopefully, over
349 2,500 communities across the country. Because of that, we also agree in that commitment that we
350 will do new programs each year.

351 So that means two new programs this year, two new -- three new programs this year and three
352 programs next year. Our new program in the area of litter was our creek cleanups, which had gone
353 quite well this year in the recycling area because there's so much talk about how we should do
354 recycling here in the city.

355 I -- I didn't really look at those. We need to settle those issues first. But one of the things that I did
356 see that was not happening here in the city was the fact that we don't recycle everything that we
357 can within city buildings. And so one of the grants that was given by Coca-Cola through KAB
358 was to do collection of containers, meaning bottles and cans.

359 And so I looked at it and wrote it up in regards to our city buildings. And so the grant -- which
360 was a \$10,000 grant -- will supply the containers that we need. So it won't cost the city anything
361 for the container. Education is the part that I do anyway.

362 And I've been working with communications to see what other kinds of information we can get out
363 there. The one thing about this program that it does, it not only presents us in the light of being a
364 global city moving forward, but it also begins to teach our citizens that we are just as interested in
365 recycling and doing it in-house as they are and would like to be more involved in -- in their homes.

366 And so this is what the program is all about. It also -- while we do this in-house -- we will also be
367 doing an educational campaign through Keep America Beautiful over 250. And that's to encourage
368 individuals to collect over time and submit what they have collected online to KAB, and their
369 number and the amount of collection will be a part of all of the activities and festivities coming
370 2026. I saw something online somewhere where people were saying that, you know, you don't
371 have to have a cleanup.

372 In other words, I've always told them we have -- don't have to have a cleanup. And I know some
373 of you, Council people, do it anyway, but it's something called plogging, and that's picking up litter
374 while walking.

375 So in your daily walks, in your daily runs, in your daily whatever exercise you do; you will be
376 encouraged to pick up the litter at that point in time, so you don't have to add anything else to your
377 agenda, just make that part of it.

378 So as we work in house to do the collection of the cans, we hope to encourage our citizens to do
379 additional pickup because it's not an issue that one of us can do and nobody else does anything.
380 So that's what it's all about.

381 We are going to have a kickoff on the 15th of November. We'll have a thing much like we did on
382 breast cancer awareness day where we can have people who are committed to get involved, take
383 pictures there. We hope that you will find the time sometime during that day to join us at those
384 locations.

385 It's on a Friday, and we will rotate from each city building, starting with City Hall to Public Safety
386 to Public Works, Recreation. We want every city building to have the containers that we have.

387 And then we were going to do a -- I guess, it's a challenge, so to speak, and where the most is
388 collected each week from now until just before Christmas.

389 We will give that department and/or space some type of prize. We're not sure what it's going to be
390 yet but some type of prize. And then after that point, we will recognize those departments that
391 generate the most each month starting in January.

392 So that's the outlay of the program, and as to who's going to pick it up, I have talked with Cedric
393 already and -- not saying he's going to pick it up, but we are going to decide how best to do it
394 because we don't know how much it's going to generate.

395 So we don't commit anybody in particular until we know how that's going to work. Questions?

396 MAYOR MOTLEY BROOM: Councilmember McKenzie.

397 COUNCILWOMAN MCKENZIE: Hi. I think it's a great program, and I want to thank you,
398 Francis. Thank you for your leadership and just, you know, bringing these different programs to
399 our city.

400 I don't want to mess up the cigarette butt project -- but what's the -- you know, that -- what's the
401 name? It has a really catchy name.

402 MS. FRANCIS KENNEDY: It is put your butt here.

403 COUNCILWOMAN MCKENZIE: Put your butt here.

404 MS. FRANCIS KENNEDY: But it -- it is still going on.

405 COUNCILWOMAN MCKENZIE: Yes.

406 MS. FRANCIS KENNEDY: It's an educational program. You're going to have to readjust some
407 things. I don't think that people are using them, and so I need to figure out a way to get them to
408 use things. Kind of, hard to generate for the city, but I'm not giving up.

409 COUNCILWOMAN MCKENZIE: Well, hopefully we'll just keep it going and eventually put our
410 butts there. So but thank you. Thank you for that. Thank you for -- you know, I -- I -- I'm not able
411 to do all the different projects that you've been doing, but just seeing us having these regular
412 cleanups throughout the city with creeks and even working -- partnering with other organizations
413 as you have, and now this grant -- this program through Coca-Cola.

414 So I think it's a great idea. What do they say, charity begins at home and starts them to go run, but
415 we should be the ones if we want to see our citizens recycle. I think it's great to have this happening
416 in our city building.

417 So thank you for thinking with that. Thank you for -- I know it's not easy to apply for these
418 programs, which you've been doing, so I just wanted to say thank you. Thank you. Thank you,
419 Francis.

420 MAYOR MOTLEY BROOM: Councilmember Carn.

421 COUNCILMAN CARN: Thank you, Ms. Francis. I appreciate all the work that -- we're glad
422 Coca-Cola's going to help us participate. You know, they create a lot of that plastic, so obviously
423 it makes good sense for them.

424 And if they're recycling it, they can probably save them some money too, which is, I guess, a
425 double whammy for -- for us and them. So -- so you spoke on a prize or some sort of incentive for
426 employees.

427 MS. FRANCIS KENNEDY: Yeah. I don't know what it's going to be yet.

428 COUNCILWOMAN CARN: What?

429 MS. FRANCIS KENNEDY: I don't know what that's going to be yet.

430 COUNCILMAN CARN: Well, we -- we -- we -- you talk about it with the City Manager.

431 MS. FRANCIS KENNEDY: Okay.

432 COUNCILMAN CARN: But you spoke about that for employees, you know, be mindful of litter
433 or recycling or whatnot. You know, in the city of College Park and just metro Atlanta in general,
434 you know, this younger generation of folks, and I got -- I got to just say it. I don't know what it is

435 exactly, but, you know, I see them throw trash out in the streets; throw trash out of their cars; throw
436 trash down on the street like it's absolutely normal and nothing to it.

437 And I don't know -- I -- I -- I'm assuming it's just something that somebody overlooked at home
438 when they were growing up or something. Maybe, I don't know. I'm not a psychiatrist or anything
439 like that.

440 MS. FRANCIS KENNEDY: Well, what we do know from research is that people in general do
441 what they see and if a child has seen the parent do that over the years, then they're going to continue.
442 And we have to realize now with our general population now, parents are much younger than they
443 were when I was growing up.

444 I don't know about you all, but when I was growing up, parents were much older than the parents
445 are now. And so we have young people who have young people and some of them aren't as good
446 about it as others, but it's just a matter of continuing to educate people.

447 And in due time, that's the reason we as a city need to show the example in-house as well as outer
448 -- this building. And so --

449 COUNCILMAN CARN: Well, it -- well, it occurred to me -- what I was saying is you're doing
450 some incentives for employees in regards to this. Again, this young generation, like I said, I'm
451 well aware of it.

452 You know, we ought to look at putting together some type of a program where we could possibly
453 incentivize residents who want to adopt this street or their apartment complex and maybe come up
454 -- City Manager -- City Manager, maybe come up with some kind of an incentive along those lines.

455 Maybe a -- you know, if you adopt this street or take care of this and we see it's an effective thing
456 over a month's time, maybe you get 5 percent off of your utility or something that if you really
457 adopt that and commit to keeping your areas clean. Surely, if our employees need an incentive,
458 then Lord knows our residents probably need one too.

459 COUNCILWOMAN MCKENZIE: Incentives --

460 COUNCILMAN CARN: I want -- I want -- so what I want us to do is --

461 COUNCILWOMAN MCKENZIE: I want to look at that.

462 COUNCILMAN CARN: I want us to take a look at doing something along those lines. So I would
463 suggest you get with Dr. Emmanuel here to see if we can come up with something that would help
464 with our issue.

465 You know, us being multifamily, we're going to suffer from the litter a little more acutely than a
466 city that has not so high of a transient population. Does that make sense?

467 MS. FRANCIS KENNEDY: Yes.

468 COUNCILMAN CARN: So -- so us having an incentive may be justified as opposed to another
469 city that doesn't have 75 percent rental. So let's meet folks where they are, and maybe see if we
470 can come up with something that'll get some of this -- help get some of this litter up, so all right.

471 MS FRANCIS KENNEDY: Okay. Thank you.

472 MAYOR MOTLEY BROOM: Councilmember Arnold.

473 COUNCILWOMAN ARNOLD: Thank you, Francis, for all of your hard work, and the programs
474 that you keep bringing to College Park to help us, to educate us, and to help us keep the city
475 beautiful. Thank you.

476 MS. FRANCIS KENNEDY: You're welcome.

477 MAYOR MOTLEY BROOM: Councilmember Gay.

478 COUNCILMAN GAY: Ms. Kennedy, I'm going to use this as a segway into a broader conversation
479 about littering if you don't mind, so I'll be real brief. Okay. So I'm the litter czar. Ambrose was
480 teak tech. I'm the litter czar.

481 Just to give you an example, I'll tell you right now, if you go down Main Street when you go into
482 East Point right at the line, there's -- it's been clothes and dumps there for now a month. Okay. I
483 got pictures to prove it.

484 I guess, staff is confused on whether it's East Point or College Park. Councilmember Carn and I
485 had a great conversation. There was a single mattress at Main and Lee for two weeks. It got moved
486 as soon as I told him, but it's been there for two weeks. In the morning on my way to work, my
487 wife and I have a debate.

488 Are we the only people in the city see this? You got staff driving by up and down that street. I do
489 want to commend you for bringing the work source because they've helped out tremendously, and
490 they've even helped us out on certain projects.

491 Also, speaking of litter and partnering, what I've seen is that a lot of litters come from businesses'
492 parking lots, and it's blowing and -- out. I'll give you a couple of quick examples. The Chevron at
493 Global Gateway and Riverdale blows all into that other area, and it sticks into the tree line. On
494 Old National at that liquor store, blows into the lot next to -- it's not the lot. It's actually the liquor
495 store blowing down in the lot. So those are just examples when we talk about keep College Park
496 beautiful, just a bigger conversation.

497 But the biggest thing -- and I'll be real brief -- is maybe we can start getting our employees as well
498 as our directors, as well as our citizens -- just be a little bit more reactionary. For example, I worked
499 at the airport.

500 If the luggage is on any concourse, regardless of what airline it belongs to -- everybody's taught to
501 stop and grab the luggage because on the tag, you can route it, and that's the culture that they got
502 at that airport.

503 And we -- we need to start -- for example, if you go on Old National Bridge, Cedric, there's been
504 solid waste -- there's been some brush there, like, the fourth week. I could just go on and on about
505 what it is.

506 MR. CEDRIC HAND: Yeah. The parking lot, it sits back. I don't know who put that there --

507 COUNCILMAN GAY: Well, I -- I don't know either. But that's not my job as a part-time elected
508 official to figure it out. Another thing I would like to say is that -- one thing that we talked about
509 is to get Georgia Works to help us with pulling the signs.

510 I mean, my -- seldom do I get my signs moved. I have to actually take pictures. Now, I sum up
511 by saying all of this: until we get centralized reporting -- I Notify it didn't work. Staff didn't want
512 to learn it. Now, that's another one. What's it called? What we got now?

513 MAYOR MOTLEY BROOM: C Click List.

514 COUNCILMAN GAY: C Click List. Dr. Emmanuel, until you get centralized reporting, it is -- it
515 is old school like a dinosaur to try and figure out how we can manage certain tasks individually. It
516 just doesn't make sense.

517 Centralized reporting will solve a lot of those problems on who's not doing what, who's doing what,
518 and everybody will then take more responsibility. That's what I want to say.

519 MS. FRANCIS KENNEDY: Okay. Thank you for that. I just want to share with you for some of
520 the things you said. The Georgia works people do let us know when they see things that they can't
521 address. For instance, that mattress that was on the -- I also reported it as well as some of the signs.
522 Now the signs are too far back.

523 They won't go too far away from the main course. So what we just need to do is figure out how
524 best to address that and then begin to do that. But I thank you for letting us know.

525 MAYOR MOTLEY BROOM: Councilmember Carn.

526 COUNCILMAN CARN: Councilmember Gay, I agree with what you said. It's not necessarily
527 just the -- the whole workflow thing -- what you said, processes. It's also a mindset here with staff.
528 You got to keep something in mind.

529 The City Manager, you know -- regardless of what it is out there, you know, the mattress he talked
530 about -- and we talked about that, and I see stuff that does linger for weeks. A lot of times it is staff
531 -- well, I'm not responsible for that. That's not my department, so on and so forth.

532 Well, understand, but at the end of the day, it's -- it is everybody's departments. If you're a police
533 officer, and you see a mattress, I call -- I consider that a public safety issue too.

534 If you're not on an emergency call, you can pick up that thing and call Public Works and say, come
535 and get this thing. If you're code enforcement, if you're parks and recreation -- we have staff
536 driving by some of the same issues, literally, dozens of times per day. Not per month, not per week,
537 per day.

538 It's a mindset and -- and I know you're just, kind of, getting your feet wet into this thing officially,
539 but come next year, that's not -- that's not going to be acceptable.

540 And so -- so -- so -- so somebody saw it, and we got enough staff where somebody can cover that.
541 It just has to be made a top priority in the city as important as a tree is down or as important as a
542 whatever else have you. It's just as important. So we -- we -- we got to make it a little more
543 important.

544 And for all these departments, it needs to become a requirement of the job. I don't care what your
545 job is. That's part of your job too. As a matter of fact, every job description in this city has it and
546 other duties assigned by City Manager, whatever that is. That's what you need to do, and we need
547 to make sure that that's done.

548 So -- so -- and I see other cities do, so I'm not telling you something that I read about or that I heard
549 about. I've seen it. So we all got to take responsibility. I go out and clean up and pick up trash.
550 My wife does up and down Herschel Road. I mean, litter is a big issue here.

551 So we -- we all got to chip in a little bit regardless of if it's our roles or not. And I know I'm not
552 supposed to be doing it, you know. Well, you know, if I got to do it, I -- I got 450 staff members
553 to take care of some of this stuff, so, you know, but I do it too.

554 MS. FRANCIS KENNEDY: Yes. Bless you.

555 COUNCILMAN CARN: But I don't think anyone should be exempt short of -- obviously, you got
556 emergency situations and calls and stuff, but if you see it and you -- and you got time, go and grab
557 it, you know, everybody's got to pick up the shovel and help out.

558 So it's something we need to work on, City Manager. I know we got a lot of other issues; but come
559 January, we need to start to do some things in some different ways here. You know, residents
560 elected 50 percent of the new government here, so they can see some changes around here.

561 And I'm going to make it my business to make sure we're going to give them some changes. If
562 we're not changing anything, there's no need of us being up here. So, yeah. I agree. We got to do
563 something.

564 You know, I'm fine with addressing something, but addressing it -- making sure it properly gets
565 fixed are two different propositions to me. City Manager, you know -- I know you know what I'm
566 talking about.

567 CITY MANAGER ADEDIRAN: Yes, sir.

568 COUNCILMAN CARN: All right.

569 CITY MANAGER ADEDIRAN: And Cedric will attest. I call -- I call them all the time. I call
570 them all the time.

571 MR. CEDRIC HAND: Yes, sir.

572 COUNCILWOMAN MCKENZIE: Call them three times a day.

573 MAYOR MOTLEY BROOM: Ms. Kennedy?

574 MS. FRANCIS KENNEDY: Yes.

575 MAYOR MOTLEY BROOM: Is this grant through Coca-Cola United or --

576 MS. FRANCIS KENNEDY: It's -- it is through Coca-Cola, whatever the biggest name is. In other
577 words, it was a grant that was given nationwide. We had to apply nationwide. They gave so many
578 nationwide, and so we were just one of many. I don't remember the exact number, but it didn't
579 come from our plan here.

580 MAYOR MOTLEY BROOM: No. I -- I know.

581 MS. FRANCIS KENNEDY: Yeah. But they did support us getting -- in other words, they -- they
582 wrote confirmation that they work with us, that they support what we were doing. And in fact; Mr.
583 -- we call him Danay, but anyway, he's been on the call with us doing this.

584 In fact, the containers that we will use to begin the program before we can order the others and get
585 them in, they will come from Coca-Cola, and they will be the syrup containers that they are
586 refurbishing and make them so each department can -- you know, decorate them.

587 We're just trying to make a big deal about it. And Councilman Carn is right in that getting the
588 residents to be more involved. The educational program is what I'm hoping to -- to beef up as well
589 as whatever suggestions come up with when I talk with Dr. Adediran. So I look forward to
590 working. Right.

591 MAYOR MOTLEY BROOM: Well, I -- I -- I think to the point of the partnership with the Sullivan
592 Road facility, that's so important, and they have been great partners in our community.

593 And for those folks who have not had the opportunity to experience the trip over there, it is really
594 amazing. The -- the reach that that Sullivan Road facility has throughout metro Atlanta and
595 beyond. And Coca-Cola United has been there every step of the way with just support for our
596 entire community.

597 And I think this is yet another way in which they have stepped up to the plate to make our
598 community a better place. So just wanted to make sure that we gave them ample thanks for -- for
599 all that they do --

600 MS. FRANCIS KENNEDY: Yes.

601 MAYOR MOTLEY BROOM: -- as a great corporate partner in the city of College Park.

602 COUNCILMAN CARN: Absolutely.

603 MS. FRANCIS KENNEDY: Yes. They are.

604 COUNCILMAN CARN: Absolutely.

605 MS. FRANCIS KENNEDY: And -- and when I asked if they would support us, I mean, it took
606 one day.

607 MAYOR MOTLEY BROOM: Great.

608 MS. FRANCIS KENNEDY: Twenty-four hours. I didn't have to keep asking or anything. So I
609 appreciate them. Whether you all know and whether they know. So thank you.

610 MAYOR MOTLEY BROOM: Thank you very much. And we will see everybody at 7:30 for the
611 regular meeting.

612 Meeting ended at 6:44 p.m.

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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Queenie Brown, Deputy City Clerk



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

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

DOC ID: 11587

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Regular Session Minutes dated November 4, 2024

Attachments

RS11042024 (DOCX)

Prepared by: Queenie Brown
Department Director: Cindy Hanson, Interim City Clerk

Review:

Queenie Brown	Completed	11/14/2024 11:00 AM
City Clerk	Completed	11/14/2024 11:00 AM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 4, 2024

MINUTES

Present: Mayor Bianca Motley Broom; Councilwoman Jamelle McKenzie, Councilman Joe Carn, Councilwoman Tracie Arnold, and Councilman Roderick Gay; City Manager Dr. Emmanuel Adediran; City Attorney Winston Denmark; Deputy City Clerk Queenie Brown

Absent: None

Regular session was declared open at 7:30 p.m.

1. Opening Ceremonies

MAYOR MOTLEY BROOM: Good evening. Welcome to the regularly scheduled meeting of the Mayor and City Council of the City of College Park. I'm Mayor Bianca Motley Broom. We have full quorum present with Councilmembers McKenzie, Carn, Arnold, and Gay. And so at this time, subject to my continuing objections to Ordinance 2024-01 and on this motion of this body passed in January, I will call the meeting to order.

Our first item on the agenda is the Pledge of Allegiance.

A. Pledge of Allegiance to the Flag.

MAYOR MOTLEY BROOM: Pastor Leonard is supposed to do the Invocation; correct?

B. Invocation by Pastor Leonard.

C. Civility Pledge by Police Chief Rogers.

D. Announcements by Police Chief Rogers.

MAYOR MOTLEY BROOM: Thank you, Chief. Are there any additions, deletions, amendments, or changes to the agenda?

COUNCILMAN CARN: There's one slight typo with, I guess, typing that up. Item G. The amount was \$320,000. Those extra zeros, kind of, put me out.

MAYOR MOTLEY BROOM: Councilmember McKenzie.

COUNCILWOMAN MCKENZIE: Oh, yeah. I'm requesting that we move items F and Q off of the consent agenda onto the regular agenda.

- 37 MAYOR MOTLEY BROOM: Item 8F and 8Q?
- 38 COUNCILWOMAN MCKENZIE: Yes. Oh, excuse me. I'm sorry. Eight -- yeah. 8F and 8Q.
- 39 MAYOR MOTLEY BROOM: Okay. So we'll put those at 9H. 8F will become 9H. So the F is
40 consideration of and action on a request to approve the proposed City of College Park, '24, 2025
41 citywide events. Item 8Q will be 9I.
- 42 Item 8Q is consideration of an action on a request for the approval of \$35,000 for Ward 4's
43 community enhancement budget to contract with IGNITE, city-approved nonprofit.
- 44 The funds will assist Ward 4's senior homesteaders by covering insurance costs for waterline and
45 sewer repairs due to damages.
- 46 MAYOR MOTLEY BROOM: Councilmember Arnold.
- 47 COUNCILWOMAN ARNOLD: I would like to table item 9A.
- 48 MAYOR MOTLEY BROOM: All right. So then everything gets bumped up. All right. So 9A
49 can be tabled -- removed from the agenda. Any other amendments, deletions, or additions to the
50 agenda? Madam Clerk. Madam Deputy Clerk.
- 51 DEPUTY CITY CLERK: Thank you. We would like to move 5E to 5A. Just shift it down. I
52 wasn't aware that the gentlemen are coming from Gainesville. Had I known, I would've put them
53 first so to respect them in their time.
- 54 MAYOR MOTLEY BROOM: Sure. All right. So we will just make the Purple Heart City first
55 of the proclamations so 5E is to 5A.
- 56 COUNCILMAN CARN: Question to City Manager.
- 57 CITY MANAGER ADEDIRAN: Yes, sir.
- 58 COUNCILMAN CARN: Okay. So -- so 5A, we want to wait on that?
- 59 CITY MANAGER ADEDIRAN: Sorry?
- 60 COUNCILMAN CARN: So 5A, we want to table that? So we're not quite prepared on that or --
- 61 MAYOR MOTLEY BROOM: No. We're just moving 5E to 5A. So everything else is bumped
62 down.
- 63 COUNCILMAN CARN: I thought I heard 5A being removed. Okay.
- 64 MAYOR MOTLEY BROOM: 5A is the introduction of new employees.

- 65 COUNCILMAN CARN: Oh. I'm sorry. 8A. Okay.
- 66 MAYOR MOTLEY BROOM: No. 9A is being tabled.
- 67 COUNCILMAN CARN: Got it. Yeah. 9A, that -- that was -- yeah, that was --
- 68 MAYOR MOTLEY BROOM: Any other additions, deletions, or amendments to the agenda?
69 Hearing none, is there a motion?
- 70 COUNCILWOMAN ARNOLD: So moved.
- 71 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Is there a second?
- 72 COUNCILMAN CARN: Second.
- 73 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Any discussion? Hearing none,
74 we'll move to vote. All those in favor?
- 75 COUNCILWOMAN MCKENZIE: Aye.
- 76 COUNCILMAN GAY: Aye.
- 77 COUNCILMAN CARN: Aye.
- 78 COUNCILWOMAN ARNOLD: Aye
- 79 MAYOR MOTLEY BROOM: All right. That is unanimous. Thank you.
- 80 **ACTION:** Councilwoman Arnold motioned to move items 8f. Consideration of and action on
81 a request to approve the proposed City of College 2024-2025 City Wide events; and
82 8q. Consideration of and action on a request for the approval of \$35,000 from Ward
83 4's Community Enhancement Budget to contract with IGNITE, a city-approved
84 nonprofit. The funds will assist Ward 4's senior homesteaders (that qualify for
85 Senior Tax Exemption) by covering insurance costs for waterline and sewer repairs
86 due to damages from the consent agenda to regular business; remove item 9a.
87 Consideration of and action on a request to approve the December meeting; and
88 move item 5e. Purple Heart City designation to 5a., seconded by Councilman Carn
89 and motion carried. (All Voted Yes)
- 90 DEPUTY CITY CLERK: Approval of the agenda.
- 91 MAYOR MOTLEY BROOM: Is there a motion to approve the agenda?
- 92 COUNCILWOMAN ARNOLD: So moved.
- 93 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Is there a second?

94 COUNCILMAN CARN: Second. With that -- with that correction. Can we get that on the
95 correction?

96 DEPUTY CITY CLERK: Yes. The amount -- yes, sir.

97 MAYOR MOTLEY BROOM: Yes. It is all part of it.

98 COUNCILMAN CARN: Okay.

99 DEPUTY CITY CLERK: Yes, sir.

100 MAYOR MOTLEY BROOM: So Councilmember Carn second. Any discussion? Hearing none,
101 we'll move to vote. All those in favor?

102 COUNCILWOMAN MCKENZIE: Aye.

103 COUNCILMAN GAY: Aye.

104 COUNCILMAN CARN: Aye.

105 COUNCILWOMAN ARNOLD: Aye

106 MAYOR MOTLEY BROOM: Thank you. That is unanimous.

107 **ACTION:** Councilwoman Arnold motioned to approve the agenda, seconded by Councilman
108 Carn and motion carried. (All Voted Yes)

109 DEPUTY CITY CLERK: Presentation of minutes for a workshop meeting minutes dated
110 September 16th, 2024.

111 MAYOR MOTLEY BROOM: Is there a motion?

112 COUNCILMAN CARN: Motion.

113 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Is there a second?

114 COUNCILWOMAN MCKENZIE: Second.

115 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Any discussion?

116 COUNCILWOMAN ARNOLD: Yes.

117 MAYOR MOTLEY BROOM: Councilmember Arnold.

118 COUNCILWOMAN ARNOLD: We are on the 16th, right?

- 119 MAYOR MOTLEY BROOM: Yes, ma'am. Workshop.
- 120 COUNCILWOMAN ARNOLD: Nothing on the workshop.
- 121 MAYOR MOTLEY BROOM: All right. Okay. All right. All those in favor?
- 122 COUNCILWOMAN MCKENZIE: Aye.
- 123 COUNCILMAN GAY: Aye.
- 124 COUNCILMAN CARN: Aye.
- 125 COUNCILWOMAN ARNOLD: Aye
- 126 MAYOR MOTLEY BROOM: Thank you. That is unanimous.
- 127 **ACTION:** Councilman Carn motioned to approve the workshop minutes dated September 16,
128 2024, seconded by Councilwoman McKenzie and motion carried. (All Voted Yes)
- 129 DEPUTY CITY CLERK: Regular session minutes dated on September 16th, 2024.
- 130 MAYOR MOTLEY BROOM: Is there a motion?
- 131 COUNCILWOMAN MCKENZIE: So moved.
- 132 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Is there a second?
- 133 COUNCILWOMAN ARNOLD: Second.
- 134 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Councilmember Arnold, do
135 you have – do you know the number?
- 136 COUNCILWOMAN ARNOLD: Uh-huh.
- 137 MAYOR MOTLEY BROOM: All right. Go right ahead.
- 138 COUNCILWOMAN ARNOLD: Let's see. Page 40, line 17, just a correction to the spelling of my
139 name. It's T-r-a-c-i-e.
- 140 DEPUTY CITY CLERK: Yes, ma'am.
- 141 MAYOR MOTLEY BROOM: Anything further?
- 142 COUNCILWOMAN ARNOLD: No.
- 143 COUNCILWOMAN MCKENZIE: Okay. I have discussion.

- 144 MAYOR MOTLEY BROOM: I will get to you. I think she is still going through everything.
- 145 COUNCILWOMAN MCKENZIE: Okay.
- 146 COUNCILWOMAN ARNOLD: All right. I think doing it electronically makes it a little difficult.
147 I believe page 54, line 24 should be an A, not any.
- 148 DEPUTY CITY CLERK: Yes, ma'am.
- 149 COUNCILWOMAN ARNOLD: 55, line 8. The cost, not that cost.
- 150 DEPUTY CITY CLERK: Yes, ma'am.
- 151 COUNCILWOMAN ARNOLD: Page 55, line 17. Rob a business, not rob business.
- 152 DEPUTY CITY CLERK: Yes, ma'am.
- 153 COUNCILWOMAN ARNOLD: Page 56, line 19. Safety plan, not save the plan.
- 154 DEPUTY CITY CLERK: Yes, ma'am.
- 155 COUNCILWOMAN ARNOLD: And then on page 57, line 9, just has a duplicate phrase that
156 needed to be deleted.
- 157 DEPUTY CITY CLERK: Yes, ma'am.
- 158 MAYOR MOTLEY BROOM: Councilmember McKenzie.
- 159 COUNCILWOMAN MCKENZIE: Yes. I have quite a few for September 16th. I want to begin
160 with page 18, lines 7 through 11, and I want to preface that minutes are all that we have to recall
161 of what is spoken and decided in our meetings.
- 162 And I think it's important that the minutes reflect what is said, but also that when we find that the
163 minutes contain information that is not correct, that -- that be highlighted as well.
- 164 So in these lines 7 to 11, it was said, "Secondly, Councilmember McKenzie, I caution you, and I
165 had an issue. It appears that there was an issue with the STEM project that you had where you got
166 \$30,000 of taxpayer dollars, and we still do not know what that was used for."
- 167 I just want to, for the record, say that I have not received any taxpayer funds for a STEM project.
168 And to my knowledge as of this morning, the organization running this project has not had a
169 contract even executed by the Mayor, nor have they invoiced the City or received any payment for
170 city -- for those services.
- 171 Therefore, in order to provide transparency and integrity in our record keeping, I'm requesting that
172 a copy of the unsigned professional service contract for Emergent Life Skills and Education

173 Consulting of their empowerment zone STEM project or STEM-related afterschool project, be
174 attached as an addendum to the minutes for our September 16th, 2024, meeting in order to clarify
175 what is false from what is true.

176 That's my first. The second, page 38, line -- and I do have a copy of the actual contract from the
177 merger that has not been signed yet. Page 38, line 23. It says Faber house, F-a-b-e-r. It should be
178 Favor, F-a-v-o-r house.

179 Page 39, line 10. It says Legacy of Gordon Ministries -- and we did have the pastor there -- here
180 today -- it should be Legacy of Glory, G-l-o-y -- G-l-o-r-y, Glory Ministries. Page 40, line 14. It's
181 down on the minutes that it was in inaudible, but actually what was said was BIDA, B-I-D-A.
182 BIDA.

183 Line 15, inaudible as well. What was said was BIDA. B-I-D-A. Page 41, line 17 should be
184 Granville, G-r-a-n-v-i-l-l-e and not grant bill.

185 DEPUTY CITY CLERK: Uh-huh.

186 COUNCILWOMAN MCKENZIE: Page 43, line 6, Kanika's name should be spelled K-a-n-i-k-a,
187 not C-o-n-n-i-c-k-a. Page 44, lines 6 and 7, Major Dannard's name should be spelled D-a-n-n-a-r-
188 d and not D-e-n-a-r. In both lines 6 and 7, that should be corrected to D-a-n-n-a-r-d. And that's all
189 that I have.

190 DEPUTY CITY CLERK: Councilmember McKenzie, just for my clarity, you -- for page 18, line
191 7 through 11, you want me to attach the empowerment zone contract --

192 COUNCILWOMAN MCKENZIE: Yes.

193 DEPUTY CITY CLERK: So nothing to review in that line. Just keep it the same and just attach
194 that.

195 COUNCILWOMAN MCKENZIE: Yes. Just attach it as an addendum --

196 DEPUTY CITY CLERK: Yes, ma'am.

197 COUNCILWOMAN MCKENZIE: -- to the minutes for the meeting.

198 DEPUTY CITY CLERK: Yes, ma'am.

199 COUNCILWOMAN MCKENZIE: Okay. Thank you.

200 MAYOR MOTLEY BROOM: Mr. Denmark, in regard to attaching addendum -- addendums to
201 the minutes -- the minutes are a -- a -- a record of what was said at the meeting. I -- I don't recall
202 attaching an addendum in the past, and I think that's a little unorthodox.

203 CITY ATTORNEY DENMARK: Madam Mayor, it -- it -- it may be unorthodox, but it's certainly
204 not prohibited, and I think that Councilwoman expressed the reasons why she wanted to add that
205 addendum and that there's no rule that would prohibit the attachment -- or as an addendum to the
206 minutes.

207 It -- it doesn't compromise the integrity of the minutes. It doesn't detract from the minutes. It just
208 adds context.

209 MAYOR MOTLEY BROOM: Okay. Well, in that case then I would ask for -- give me one
210 moment here. Give me just a second because we need to add another addendum to those minutes.

211 And that would be the -- Madam Clerk, it would be the -- the minutes from the regular session
212 from February 17th, 2020, that reflect the motion to renew City Manager Terrance Moore's contract
213 for one year which was seconded -- which was moved by Councilmember Clay, seconded by
214 Councilmember Allen, where Councilmember Clay voted yes, Councilmember Allen voted yes,
215 Councilmembers Gay and Taylor opposed, Mayor Motley Broom voted yes. And so if you would
216 add those as an addendum to the -- to the minutes as well.

217 DEPUTY CITY CLERK: Yes, ma'am.

218 MAYOR MOTLEY BROOM: Thank you much.

219 COUNCILMAN CARN: City Attorney, I'm assuming those are two separate requests because
220 they're totally different situations. The latter meaning, none of us were really -- were up here except
221 for one individual, so I'm not approving anything that I was not a party to.

222 MAYOR MOTLEY BROOM: They've already been approved.

223 COUNCILMAN CARN: I'm not adding -- approving the addition of an addendum, something like
224 that. That's just me. We're going to vote those separately. They're two different situations.

225 MAYOR MOTLEY BROOM: They're all -- they're all to the September 16th, 2024, meeting
226 minutes.

227 COUNCILMAN CARN: And they're two separate addendums. I want them voted separately,
228 again.

229 MAYOR MOTLEY BROOM: And -- All right. So all those in favor?

230 COUNCILWOMAN MCKENZIE: Question.

231 MAYOR MOTLEY BROOM: Councilmember McKenzie.

232 COUNCILWOMAN MCKENZIE: Why don't we -- just a point of clarification. So you -- Madam
233 Mayor, you just mentioned something from February 2020.

234 MAYOR MOTLEY BROOM: Yes.

235 COUNCILWOMAN MCKENZIE: So that's -- we're not voting on that right now.

236 MAYOR MOTLEY BROOM: No. Those are the -- the regular session minutes that reflect -- that
237 reflect the motion to extend Terrance Moore's contract. There was -- there was comment during
238 the last meeting in regard to how -- how -- how Mr. Moore made his exit and wanting clarification
239 on that.

240 COUNCILWOMAN MCKENZIE: Oh, I see. I got you. Okay. I understand.

241 MAYOR MOTLEY BROOM: All right. So all those in favor for the minutes from September
242 16th, 2024, those addendum amendments?

243 COUNCILWOMAN MCKENZIE: Aye.

244 MAYOR MOTLEY BROOM: All those opposed?

245 COUNCILWOMAN ARNOLD: Ask the question again.

246 MAYOR MOTLEY BROOM: Councilmember Arnold.

247 COUNCILWOMAN ARNOLD: Oh. Aye.

248 MAYOR MOTLEY BROOM: Oh, I'm sorry. All those opposed? Any abstentions?

249 COUNCILMAN CARN: Abstain. Again, for the record.

250 MAYOR MOTLEY BROOM: All right.

251 COUNCILMAN CARN: City Attorney, I think you need to separate those items.

252 MAYOR MOTLEY BROOM: The -- the motion -- the motion passed. Two members in favor.
253 Two members abstaining. So --

254 COUNCILMAN CARN: The motion hasn't passed for --

255 **ACTION:** Councilwoman McKenzie motioned to approve the regular session minutes dated
256 September 16, 2024 with corrections, seconded by Councilwoman Arnold and
257 motion carried. (All Voted Yes)

- 258 Pg 40, line 17 – Tracie
- 259 Pg 54, line 24 – “a” s/b any
- 260 Pg 55, line 8 “The cost” s/b that cost
- 261 Pg 55, line 17 – “rob a business”
- 262 Pg 56, line 19 – “safety plan”

263 Pg 57, line 9 – duplicate phrase
 264 Pg 18, line 7-11 – Addendum is attached
 265 Pg 38, line 23 – “Favor”
 266 Pg 39, line 10 – “Legacy of Glory”
 267 Pg 40, line 14-15 “inaudible” => BIDA
 268 Pg 41, line 17 - “Granville”
 269 Pg 43, line 6 – “Kanika Srivastava”
 270 Pg 44, line 6-7 – “Major Dennard”
 271 Addendum added to reflect a vote on February 17, 2020 to renew the 1year
 272 contract of Terrence Moore
 273

274 MAYOR MOTLEY BROOM: I called -- Councilmember, you didn't make any motion, and so
 275 you said you wanted it, but you did not make a motion. So the motion passes to approve the regular
 276 session minutes from September 16th. So the workshop minute meetings -- workshop meeting
 277 minutes from October 21st. Is there a motion?

278 COUNCILWOMAN ARNOLD: So moved.

279 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Is there a second?

280 COUNCILWOMAN MCKENZIE: Second.

281 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Any discussion? Hearing
 282 none, move to a vote. All those in favor?

283 COUNCILWOMAN MCKENZIE: Aye.

284 COUNCILMAN GAY: Aye.

285 COUNCILMAN CARN: Aye.

286 COUNCILWOMAN ARNOLD: Aye

287 MAYOR MOTLEY BROOM: That is unanimous. Regular session minutes from October 21st,
 288 2024. Is there a motion?

289 **ACTION:** Councilwoman Arnold motioned to approve the workshop minutes dated October
 290 21, 2024, seconded by Councilwoman McKenzie and motion carried. (All Voted
 291 Yes)

292 COUNCILWOMAN MCKENZIE: So moved.

293 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Is there a second?

294 COUNCILWOMAN ARNOLD: Second.

- 295 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Any discussion?
- 296 COUNCILWOMAN MCKENZIE: Discussion, yes.
- 297 MAYOR MOTLEY BROOM: Councilmember McKenzie.
- 298 COUNCILWOMAN MCKENZIE: Okay. Line -- so this one we don't have pages. We just have
299 lines. So line 466 -- 466, the spelling of Ms. Abdullah's -- Abdullah's name should be A-b-d-u-l-l-
300 a-h and not Abadullah. Okay.
- 301 And then lines 1088 through 1091. And I will read what that says. It says, "You can talk about all
302 the respect you have for me in public, and then say that you know that I'm brown on the outside,
303 but you're not sure what's -- what's inside when you're sworn under oath."
- 304 I want to -- clarification that this record is a misquote of a disposition that I made on August 20th,
305 2024, while under oath in a racial-gender discrimination lawsuit that was filed by city staff
306 members. And the statement has been twisted and taken out of context from what I actually stated
307 while I was sworn.
- 308 My request, as well, is that the actual excerpt from the deposition -- which I have in my hand -- is
309 the actual words that I really said for that deposition be attached as an addendum to the minutes to
310 distinguish between what is false and what is true. And that's all that I have.
- 311 MAYOR MOTLEY BROOM: Councilmember McKenzie, could you read that for -- for the
312 record?
- 313 COUNCILWOMAN MCKENZIE: Read -- read --
- 314 MAYOR MOTLEY BROOM: What -- what your actual quote was.
- 315 COUNCILWOMAN MCKENZIE: The actual quote? The -- in order to read the actual quote, I
316 would have to -- City Attorney, is it okay for me to read all of this from a deposition? Because I
317 actually have -- it was taken out of context, so I would have to actually read more of the deposition
318 than actually what the statement is, but I don't think that that pertains to the minutes.
- 319 CITY ATTORNEY DENMARK: If -- if -- if it's going to be attached to the minutes anyway, it is
320 going to be a public document, so --
- 321 COUNCILWOMAN MCKENZIE: So read it? I can read it?
- 322 CITY ATTORNEY DENMARK: Yes, ma'am.
- 323 COUNCILWOMAN MCKENZIE: Okay. Sure. Okay. All right. So this is the context. The
324 question is: "And Councilwoman, without being rhetorical with you, what does it say to you that
325 we're sitting here about to elect a black woman President of the United States quite possibly, and

326 you have folks in College Park saying for you to get a job, you've got to make a white man your
 327 number two.” Then Ms. Spearman says, “Object to form.”

328 My response: “It's just -- just the reason why our Vice President had to pick a white man in order
 329 to win and become President. It's a societal issue. And in -- in my city, we had two white men
 330 who were on council, a mayor who I don't know. She's brown on the outside. I can't speak for the
 331 rest, but she seems to side against certain women in our city and side with white people. And what
 332 those councilmen were saying is that if we can get Shars to put on -- a white guy on, then we can
 333 get three of their -- we can get at least one of their support because we needed some consensus to
 334 get her as the Chief of Police.

335 MAYOR MOTLEY BROOM: Thank you, Councilmember. Anything else?

336 COUNCILWOMAN ARNOLD: I have a couple of corrections. Page 157, line 750. The correction
 337 to the name, it's Shawn. S-h-a-w-n, not S-e-a-n. Line 751 is Ciara, C-i-a-r-a, not Sierra, S-i-e-r-r-
 338 a., and line 776 on page 1 -- looks like 168. It is Godby, not Darby. So it's G-o-d-b-y, not D-a-r-
 339 b-y.

340 DEPUTY CITY CLERK: Yes, ma'am.

341 MAYOR MOTLEY BROOM: All right. Any -- any other changes? Hearing none, we'll move to
 342 vote. All those in favor?

343 COUNCILWOMAN MCKENZIE: Aye.

344 COUNCILMAN GAY: Aye.

345 COUNCILMAN CARN: Aye.

346 COUNCILWOMAN ARNOLD: Aye

347 MAYOR MOTLEY BROOM: That is unanimous.

348 **ACTION:** Councilwoman McKenzie motioned to approve the regular session minutes dated
 349 October 21, 2024 with corrections, seconded by Councilwoman Arnold and motion
 350 carried. (All Voted Yes)

351 DEPUTY CITY CLERK: Proclamations, resolutions, plaques, and announcements. We will start
 352 with the Purple Heart City. You all have the proclamations.

353 5. Proclamations, Resolutions, Plaques, and Announcements.

354 A. Purple Heart City

355 B. Introduction of New Employees - October 2024

356 C. Employee of the Month - Derrick Johnson

357 D. Unity Proclamation

358 E. Judge Thelma Wyatt Cummings Moore

359 DEPUTY CITY CLERK: Next, we have remarks of citizens. First, I have Barbara McKee. Oh.
360 First, I have Pastor Marjorie Dent.

361 MS. MARJORIE DENT: Good evening, Mayor and Council.

362 MAYOR MOTLEY BROOM: Good evening.

363 COUNCILMEMBERS: Good evening.

364 MS. MARJORIE DENT: And all who are present. I want to start off by recognizing Pastor Adrian
365 Leonard, pastor of Legacy Baptist on Main Street, College Park, who were here for the -- the
366 invocation, and his wife are doing splendid work in our community, and we are thankful.

367 And so, I'm sorry it's late. I'm recognizing him at this moment. But he and his wife are doing a
368 great job, and it's good to have someone from the community doing the invocation. Next, I want
369 to thank Councilman Roderick Gay for recognizing members of his constituents by creating a
370 mural on Herschel Road, Ward 4.

371 The mural is a tribute to the people who built a legacy and those who will carry it forward. Together
372 we are creating a canvas of shared history and hope; a daily reminder of the strength and beauty in
373 our community journey.

374 And that is a quote from Councilman Roderick Gay. And Saturday, I went and took some pictures,
375 and lo and behold I was included and lo and behold, I had my uniform on just like this. And thanks
376 to Councilwoman Jamelle McKenzie who started the Chaplaincy, and we're in the seventh year of
377 Chaplaincy College Park and so thank you.

378 And also to hand the time to Chaplain Barbara McKee, the Program Director of Mercy Missionary
379 Health Operations College Park. Director McKee will tell you about the absolute success of the
380 Pumpkin Patch Plaza and it's collaboration with Ward 3 recreation center staff, Conley Center, and
381 Brady gym working with Officer Fannie Agwell, Officer Porch, and their staff and all of the
382 College Park Police Department. It was amazing. Thank you all.

383 MS. BARBARA MCKEE: Thank you, Dr. Dent. Good afternoon, Mayor and Council. Well, I've
384 got a lot to say, but first I do want to thank Councilwoman Arnold for allowing us to be in Ward 3.
385 We had an epic time. Also, Mayor and Council, I just want to thank you for supporting us.

386 City -- Dr. Dent, thank you for giving me this opportunity to co-organize the pumpkin patch. It
387 was a treat for me. Also, the police department -- Sergeant P, I had called him -- and all the police
388 department, the community, Gibbs -- and I don't want to start naming names because I will forget.

389 Also, the fire department. You can't ever leave the fire department out because they're looking
390 after us. Also Melissa and Lance from the recreation department really beared with us, and we
391 have one volunteer here, Heather, who helped us with the candy apples.

392 I just want to thank all the volunteers, and it was so much -- it was enthusing for me because I just
393 love pumpkins. Also, I want to thank the Neighbor Newspaper for covering our story. Not last,
394 but all the volunteers that helped us, and most of all, the community that came out to enjoy the
395 trunk or treat. The hayride was something else. We love the hayride.

396 So being the co-organizer of the College Park Pumpkin Patch gave me an opportunity to talk about
397 pumpkins to the community. Not just seeing pumpkins but to educate children on pumpkins.

398 On Thursday, we had the Special Needs Olympics there at the Godby Rec Center. They came out,
399 four bus loads. That was really dear to my heart. Also, on the trunk-or-treat night; yes, Chief
400 Rogers, I agree. We might have to find another place because we had traffic backed up, but the
401 children really enjoyed the trunk or treat.

402 All the children did get a pumpkin and some of the adults. So I just want to thank the community
403 again for coming out. I just thank God for the opportunity to introduce this to College Park, and
404 we want this to be an event every year, and we do want to find someplace else, Councilman Gay,
405 to hold this at because I do understand that it did get a little overwhelming.

406 But we had fun. Fun in the community; unity in the community. So again, I just want to thank
407 everyone for bearing with us. Thank you.

408 DEPUTY CITY CLERK: Next, I have Mr. Rich to discuss Camp Creek Bridge.

409 MR. RICH: I'll try to make -- I'll try to make it as quick as I can to the members on this body.

410 COUNCILWOMAN MCKENZIE: Good evening.

411 MR. RICH: To Madam Mayor and the Councilmember -- the gentlemen Councilmembers and the
412 gentle ladies on this Councilmember. My name is Rich -- Mr. Rich. I am here to highlight and to
413 request that this Council name the new bridge over Camp Creek Parkway -- be named the Tuskegee
414 Airman Bridge.

415 I base this request on two reasons: for their dedication and service to their community; and second,
416 to their dedication and service to the branch of the service -- of the Armed Services that they served.

417 Camp Creek is a busy parkway and special place in the community, and these African American
418 soldiers were relentless, and they were faithful to the government of the United States. And to
419 those that's seated here on -- on this body, if you have taken notice, Camp Creek is actually named
420 Tuskegee Parkway.

421 So collectively if you put it together, the new bridge would be in line with the naming that Camp
422 Creek is actually named Tuskegee Parkway. I make this request personal, and I am dedicated to

423 the -- my interest in this -- to you, Madam Mayor, and to the gentle ladies and to the gentlemen on
424 this Council, I thank you for your time and one other person.

425 MS. ELMIRA WILLIAMS: Thank you. I'm Elmira Williams, and when he told me he was
426 coming, I wanted to come to voice my opinion too. My father was in World War II, and he was
427 one of the first black policemen in Atlanta.

428 So, you know, there's a lot of first, and the Tuskegee Airmen -- this was applicable tonight because
429 College Park is a Purple Heart City. So, you know, this all goes very well; and I, too, feel like they
430 shouldn't have to -- if they name the bridge, they shouldn't have to share it with anybody else. It
431 should just be the Tuskegee Airman. Thank you.

432 MAYOR MOTLEY BROOM: Thank you.

433 COUNCILWOMAN MCKENZIE: Thank you.

434 DEPUTY CITY CLERK: Next, I have Dr. Anderson Henry -- that's not your name -- to discuss
435 chairwoman -- chairwoman elect of Clayton County.

436 MAYOR MOTLEY BROOM: She -- she's already --

437 COUNCILWOMAN MCKENZIE: She had to leave.

438 DEPUTY CITY CLERK: Okay. Great. Next, I have Elizabeth Lester to discuss Gratitude -- yeah,
439 gratitude, clause, and miscellaneous.

440 MS. ELIZABETH LESTER: Good evening.

441 MAYOR MOTLEY BROOM: Good evening.

442 MS. ELIZABETH LESTER: I wanted to come up today to speak briefly about the proposal to
443 allocate \$35,000 from Ward 4's community enhancement budget to contract with IGNITE, a city-
444 approved nonprofit.

445 Partly because upon reviewing the details, I'm concerned that it may violate the Georgia Gratuities
446 Clause, which is under the Georgia Constitution. Funneling \$30,000 plus through a nonprofit does
447 not mitigate the potential legal implications of this arrangement.

448 The Gratuities Clause is designed to prevent public officials from using city funds in a manner that
449 could be perceived as providing a benefit or favor to specific individuals or groups. And this
450 proposal raises significant concerns about compliance with that clause.

451 To evaluate whether there is a potential issue with the Gratuities Clause, the question is asked
452 whether the government is receiving sufficient consideration for the compensation being given.
453 This looks at whether there is a fair return of value or a substantial benefit being given to the city.

454 Here the city is paying a non-profit, 35,000 -- 30,000 to facilitate a program covering insurance
455 costs and repairs for seniors experiencing issues with their waterline and sewer. While this is a
456 commendable program, it's not clear to me how this confers upon the city as substantial benefit.

457 It clearly benefits the individual seniors that will benefit from the insurance being paid for by the
458 city. But how does that translate to a substantial benefit to the city? It's also important to consider
459 whether this payment arrangement will be disclosed to the third party service providers involved.

460 Transparency is crucial, especially given that residents enrolled in this coverage can already
461 manage their nominal cost of \$3.50 per month, which provides coverage of up to \$10,000 for
462 necessary repairs.

463 Does the company providing this insurance understand that it is the city that is actually covering
464 these costs, even if the money is being first transferred through a nonprofit? I would strongly
465 encourage the city to further evaluate the legality of this and determine if there are other avenues
466 that could be used to help our seniors.

467 If nothing else, it may be worth requesting an opinion from the State Attorney General, whether it
468 is permissible before subjecting the city to get more risk of controversy and scrutiny of actions that
469 are on their face or questionable legality.

470 Other decisions include decisions to waive or significantly discount rental fees for religious
471 organizations; remaining space in a recreation center; other terms that are not being offered to other
472 secular organizations.

473 Thank you for your attention to this matter. I urge you to carefully consider the implications before
474 approving it.

475 MAYOR MOTLEY BROOM: Thank you.

476 DEPUTY CITY CLERK: One second. Next, I have Sherry Godfrey to discuss code enforcement.

477 MS. SHERRY GODFREY: Good evening. I'm Sherry Godfrey. I reside at 1966 Lyle Avenue. I
478 wanted to express concern about the pilot program proposed by Councilman Carn to add part-time
479 city ambassadors or a code enforcement task force.

480 While I appreciate the intent to enhance our community, there are several key issues that are
481 concerning. The first is it's not clear whether these ambassadors or code enforcement officers are
482 classified as contractors or city employees.

483 This distinction impacts the accountability oversight and the benefits afforded to these workers.
484 Secondly, the compensation structure appears to be misguided allocating 40,000 per year for part-
485 time positions seems inefficient when the funds can better be used in hiring full-time staff who will
486 provide consistent, reliable service.

487 It's also not clear how it'll be determined which areas or property owners will be targeted. There's
488 significant potential for misuse of the program.

489 Documentation obtained through open records request already reflects attempts of
490 Councilmembers targeting property owners and trying to cite them after code enforcement has
491 advised, and there's not sufficient cause.

492 So the details of the duties of the ambassadors and their integration with existing city services is
493 also missing. Are these officers duplicating those efforts? There are successful ambassador
494 programs in other cities such as San Francisco; Houston; Portland, Oregon.

495 These cities use volunteers, and they focus on cleanup of public spaces. They also connect
496 residents with city services, but they ensure that the volunteers are not overstepping for roles that
497 are better suited for staff who are well versed in code regulation and code enforcement.

498 So you also want to highlight that the ambassador -- the ambassadors in these other programs are
499 volunteer. They do not receive compensation comparable to full-time employees. If our city
500 implements the ambassador program, there needs to be robust protections and accountability
501 measures in place to safeguard against potential misuse and guidelines that establish that
502 Councilmembers and/or the City Manager will not use the ambassadors to unfairly target property
503 owners.

504 I appreciate the intent to address the cleanliness and blight in College Park, but the proposed
505 program presents risk of lack of clarity, and there are not clear operational guidelines in place.

506 So I urge the Council to revise the approach and explore alternatives that would better serve
507 community and work in partnership with our code enforcement staff. Thanks.

508 MAYOR MOTLEY BROOM: Thank you.

509 DEPUTY CITY CLERK: Next, I have Emmanuel Rainy to discuss Old National merchants. All
510 right. Moving along. Well, I have Lisa Butler to discuss Bill Evans baseball.

511 MS. LISA BUTLER: Good evening.

512 MAYOR MOTLEY BROOM: Good evening.

513 MS. LISA BUTLER: Thank you for allowing me to speak today. Is that too loud?

514 MAYOR MOTLEY BROOM: No. You're fine.

515 MS. LISA BUTLER: I stand before you, not just as a resident, but as someone who believes deeply
516 in our value -- in the value of our community spaces, particularly our beloved Bill baseball field.
517 I'm not sure if the deal is final, but this is my last-ditch effort to prevent you all selling it to a
518 builder.

519 This field is more than just a plot of land. It's a gathering place for families, a training ground --
520 ground for young athletes and a site of cherished memories. It represents our commitment to youth
521 development, recreation, and community cohesion.

522 Once it's gone, it's gone forever. My sons and his friends played on this field since they were very
523 young. They have gone on to embrace their dreams in the minor and major leagues and in sports
524 management while serving on community boards.

525 I understand the pressures of development and the need for housing in our city, but I urge you to
526 consider the long-term impact of sacrificing this field for short-term gains. While the proposal for
527 new apartments may seem appealing, we must remember that parks and recreational spaces
528 enhance our quality of life, contribute to our health, and foster community engagement.

529 Morehouse's interest in purchasing the field is a clear indication of its value, not just monetarily,
530 but as a vital part of our community's fabric. By rejecting the offer, we risk losing a space that
531 could serve generations to come.

532 I ask you to prioritize our community's wellbeing over immediate financial incentives. Let's work
533 together to find solutions that allow for responsible development while preserving our recreational
534 spaces.

535 I urge you to reconsider the future of this baseball field and explore alternatives that benefit both
536 our community and these seeking housing. Thank you for your time and considerations.

537 COUNCILWOMAN MCKENZIE: Thank you.

538 DEPUTY CITY CLERK: Madam Mayor, I don't have any more sign-ins, but we have 15 minutes
539 left for in-person comments.

540 MAYOR MOTLEY BROOM: Anyone wishing to speak may come at this time.

541 MS. SHEKITA JAMES: Good evening, Mayor and Council and everyone. My name is Shekita
542 James, 1930 Rugby. I said that -- I'm a resident of Rugby Avenue where I resided for a few years.
543 My family and I love Halloween time.

544 We decorate our house. We pass out candy. It's really such a joy to see the smiles of all the children
545 and families. Many of you may know my husband, who also grew up celebrating Halloween on
546 Rugby in historic College Park, and it's a tradition that has brought together generations of families.

547 As a child, Halloween in College Park was a highlight for me, and later as an educator, I saw the
548 same excitement in his students who look forward to the magical night every year. This Halloween,
549 we welcomed Councilmember Roderick Gay into our home where we shared -- where he also
550 shared memories of his children's trick or treating here.

551 We showed him how our own family and friends contribute to our Halloween magic by bringing
552 gallons of candy and countless hours of preparation to welcome thousands of trick or treaters and
553 their families.

554 If you can believe it, at my house alone, we passed out over 7,000 pieces of candy. Halloween
555 College Park has become a pillar of our community, bringing together neighbors from all four
556 wards and really families from across the tri-city area.

557 I'm here tonight because while the city dedicates significant funding to festivals and events
558 throughout College Park, Halloween in historic College Park is supported by the neighbors and
559 community and many sponsored events.

560 I know they draw a crowd, but do they match the 3,000 plus children who come to celebrate with
561 us? That's just children, not adults. Maybe, but I mentioned a number just to further highlight the
562 need for Council and College Park to support, sustain, and grow this cherished tradition.

563 I also want to thank the resident who just spoke about the wonderful trunk or treat and pumpkin
564 event that was sponsored with the support of the city.

565 So perhaps as we're thinking about bigger, we can partner with this event being at City Hall or
566 somewhere in between to create this magical Halloween festival that combines trick or treating,
567 contests, activities, decorating of houses, traditional trick or treating on Rugby, Cambridge, and
568 other streets.

569 But it's really going to take the engagement from all of us to make this -- make this a success for
570 an entire community. So I'm open to partnering with Councilmembers and other community
571 planners to help bring this vision to life.

572 And while I don't have every detail worked out; I do know that with support, we can make a
573 haunted College Park not only be great but greater. And I really thank you all for your time and
574 consideration.

575 COUNCILWOMAN MCKENZIE: Thank you. Thank you.

576 MAYOR MOTLEY BROOM : Does anyone else wish to speak? All right. You do -- you have
577 the e-mails?

578 DEPUTY CITY CLERK: Yes, ma'am. One second. Let me reset my timer. So my first --

579 UNKNOWN FEMALE FROM AUDIENCE: Are we able to ask a question?

580 MAYOR MOTLEY BROOM: No, ma'am.

581 DEPUTY CITY CLERK: I'll start with the email from Ms. Jewel Johnson. Medical Angels of
582 Mercy, a healthcare initiative of Talk Back Georgia and Women of Change. The medical

583 community of Georgia and United States, a pillar of our society has been under unprecedented
584 strain.

585 The 2020 Coronavirus Pandemic has folded the fragility -- the fragility of our healthcare system,
586 exacerbated by the health insurance crisis. Many healthcare centers in low income and rural areas
587 are struggling to cope.

588 This is a crisis that demands our immediate attention. Medical Angels of Mercy is here to provide
589 the support these areas desperately need; transcending race, political party, and geographical
590 boundaries.

591 Do you love your doctor? Enjoy the care that you receive? You may not have it for too much
592 longer if your doctor is getting close to retirement or burned out. Think about your younger
593 children and younger millennials, Generation X, and Generation Alpha. They are going to have a
594 huge issue of obtaining quality healthcare in the immediate future.

595 The American Medical Association knows that 52 percent of healthcare providers report
596 experiencing some type of burnout in 2022, a 4 percent increase from 2021. The AMA noted that
597 young women in healthcare experienced the highest level of burnout due to the pandemic with
598 balancing childcare and remote learning of their children.

599 The kind of family foundation in the Washington Post noted that three in ten healthcare workers
600 are considering leaving the profession, and six out of ten said that pandemic took an emotional toll
601 on their mental health.

602 HR for Help noted in 2024 that staff turnover -- particularly in high pressure departments like
603 emergency and intensive care units have been a significant challenge for hospitals. Turnover rates
604 are increasing from 18 to 30 percent in some facilities.

605 The American Association of Medical Colleges predicts a shortage of 122,000 positions by 2032.
606 And oh -- and the over 65 population will increase by 48 percent in that time.

607 The University School of Nursing in Pittsburgh observed the following alarming trends: more
608 physicians graduates are seeking a specialized and engaged in primary care or family medicine; a
609 need for at least 200,000 new nurses each year to fill labor shortages along with replacing retired
610 nurses.

611 Healthcare educators are not widely available to meet such demands needed and unmet needs for
612 midwives to help pregnant women. While it's commendable that younger people are doing more
613 with watching their diets and spending more time in the gym, that is only part -- one part of the
614 healthcare equation.

615 We should be mindful that not all are doing such as obesity still runs rampant in the United States.
616 MAM is sounding the alarm and wants to get back well.

617 Our goals and objectives are as follows: incentivizing high school and college students to consider
618 careers in healthcare, possibly through student loan forgiveness at least by 50 percent, so they will
619 not be in debt throughout their careers; working with community media partners across the country.

620 This issue needs to be talked about beyond healthcare journals and publications, which in turn can
621 get local elected officials from the city, county, and state level working on solutions.

622 My next email is from Ms. Grace McPhillips. Greetings from (indiscernible). I reside at 3398
623 Washington Road. I'm ready to express my concern about the continued closure of the Tracey
624 Wyatt Recreational Center rock wall and the Barrett Park bathroom.

625 The rock wall was deemed perfectly safe after a \$4,000 audit performed by El Dorado climbing
626 and delivered to the leaders and interested parties, including the City Manager on July 10th by
627 Michelle Johnson.

628 I also sent it on September 24th when Dr. Adediran did not announce me on the report. On October
629 10th, an additional investigation report was received. I hope that the slim-suspicion-driven inquiry
630 did not cause the city a significant amount of money.

631 However, Dr. Adediran again, requested that the equipment which had been in idle for three months
632 be checked again. I'm publicly sharing my follow-up email opinion which many of my fellow
633 College Park residents share.

634 Open the wall, plan an opening event, recruit a team, use the money wisely on the kids moving
635 forward, and stop the bureaucratic BS. I remind the Council you all approved the \$60,000 to put
636 towards this effort.

637 Additionally, I would like to request that the Barrett Park bathrooms be reopened. For the price
638 tag of \$50 -- \$500,000, our city residents and guests should be able to use this bathroom year-
639 round. Neighbors have privacy code, and we should be able to access these bathrooms at the very
640 least without the requirement of park rangers.

641 DEPUTY CITY CLERK: Thank you. That's all the time for email comments in those six minutes.

642 MAYOR MOTLEY BROOM: All right. So we'll move forward.

643 DEPUTY CITY CLERK: Okay. Moving along to the consent agenda. Do you all want me to read
644 out each item?

645 COUNCILWOMAN MCKENZIE: I -- I don't -- I don't need it read.

646 MAYOR MOTLEY BROOM: Since we are -- we got item 8A, consideration of and action to
647 approve Colliers International South Carolina's contract.

648 Item B is consideration of and action on a request for Interim Fire Chief Sterling Jones to provide
649 funding for approval of the purchase of four radio systems from Motorola Solutions.

- 650 C is consideration of and action on a request to approve quote from Axon Enterprises for outfitting
651 15 new car cameras in the amount of \$143,094.60.
- 652 Consideration of and action -- Item D is consideration of and action on a request to approve quote
653 from Clearview AI for facial image of a suspect in the amount of \$15,195.
- 654 E is consideration of and action on request to approve invoice from Magnet Forensics Gray Shift
655 for software for phone forensics and extractions. The amount \$11,820.
- 656 8F is being moved to the regular agenda.
- 657 8G consideration to approve pool management costs in the total amount of \$144,072 for aquatic
658 management for ongoing services for summer lifeguard and cleaning services.
- 659 H is consideration of and action on a request for approval to a change order for Caliber
660 Construction for pavilion roof repairs and restoration at Barrett Park in the amount of \$30,030.
- 661 8I is consideration of and action on a request to replace a sanitary sewer line on Lakeshore Drive
662 in the amount of \$97,200.
- 663 8J is consideration of and action on a request to replace a sanitary sewer line on Karen Road for
664 \$89,700.
- 665 8K is consideration of and action on a request to replace a sanitary sewer line at 1437 Virginia
666 Avenue for \$79,530.
- 667 8L consideration of and action on a request to purchase a replacement vehicle with water and sewer
668 for the amount of \$60,139.
- 669 8M is consideration of and action on a request to replace the lift station vehicle for water and sewer
670 in the amount of \$49,190.
- 671 8N is consideration of and action on a request to purchase a replacement vehicle for water and
672 sewer in the amount of \$60,139.
- 673 8O is consideration of and action on a request to purchase a replacement vehicle for water and
674 sewer for \$58,287.
- 675 8P consideration of and action on a request for the approval of \$50,000 from Ward 4's community
676 enhancement budget to host a free valentine concert for citywide residents on February 15, 2025.
- 677 And 8Q has been move to regular business.
- 678 Is there a motion to approve the consent agenda?
- 679 COUNCILMAN CARN: Motion.

680 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Is there a second?

681 COUNCILMAN GAY: Second.

682 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Any discussion? Hearing none,
683 we'll move to a vote. All those in favor?

684 COUNCILWOMAN MCKENZIE: Aye.

685 COUNCILMAN GAY: Aye.

686 COUNCILMAN CARN: Aye.

687 COUNCILWOMAN ARNOLD: Aye

688 MAYOR MOTLEY BROOM: That is unanimous. 9A has been removed.

689 **ACTION:** Councilman Carn motioned to approve the consent agenda as listed below, seconded
690 by Councilman Gay and motion carried. (All Voted Yes)

691 DEPUTY CITY CLERK: Yes. 9B consideration of and action on a request to approve the 2025
692 City holiday schedule. This item is requested by Rose Stewart, Human Resources and Risk
693 Management Director. This will affect all Wards.

694 MAYOR MOTLEY BROOM: Is there a motion?

695 COUNCILWOMAN MCKENZIE: So moved.

696 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie.

697 MAYOR MOTLEY BROOM: Is there a second?

698 COUNCILMAN GAY: Second.

699 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Any discussion?

700 COUNCILWOMAN MCKENZIE: Yes. I do have a --

701 MAYOR MOTLEY BROOM: Councilmember McKenzie, go right ahead.

702 COUNCILWOMAN MCKENZIE: No problem with the -- the -- the -- the calendar for the -- the
703 city holidays. I guess, the holiday -- holiday calendar. The question is: the calendar only has the
704 days of the holidays listed, but it seems this -- it was not like this when I first moved to College
705 Park, but I noticed that we are closing the City sometimes, you know, a day early or hours early.

706 This -- this causes a lot of issues for persons that want to pay bills because they think the City's
707 going to be open until 5 o'clock. So I'm just requesting that in addition to publishing the holiday
708 calendar, that we put something out for the public to let them know about early closings as well.

709 MS. ROSE STEWART: Sure. We can do that. Yes.

710 COUNCILMAN CARN: Rose, I got some comments on that as well. That's not something that
711 we always used to do. And I, for one, City Manager, I -- I -- I get it on one hand, but at the same
712 time, I really don't understand that.

713 You pay good money for staff, and if you are working that day -- me speaking for myself -- I expect
714 you to work that day. I've said it time and time again here, you know. Staff, we cannot do it without
715 you.

716 Obviously, we appreciate every day and every hour and every month that you work. But at the end
717 of the day; my obligation, first and foremost, is to residents of this city. I get calls and complaints
718 every time we close at 2 o'clock.

719 I get calls and complaints every time we close at 12 noon or whenever we close, or 3 o'clock. So
720 if the hours are eight to five, the hours are eight to five. Either you're working that day or you're
721 not as far as I'm concerned.

722 And again, I make no apologies whatsoever. So, you know, my opinion is, you know, we've got
723 the holidays with good -- those are good holidays, and we do some holidays that other cities do not
724 include in their holidays -- paid holidays.

725 So, you know, as far as my opinion; my residents expect the offices to be open the day before
726 holidays, - so they can handle their business. And closing at 3 o'clock or closing at 12 o'clock or 2
727 o'clock doesn't work for a lot of my residents.

728 A lot of them don't get off until 4 or 5 o'clock. They expect that drive-thru window open as usual
729 or whatever have you. So -- in particularly coming into a holiday. So just something to think
730 about.

731 I'm not for cutting -- cutting the days before the holidays early. But again, that's just my opinion.
732 And so -- so that's, kind of, where I'm at on that. It's not -- I'm okay with the holiday schedule,
733 City Manager, but I want us to take another look at, you know, how we -- how we, you know, cut
734 some of these hours when residents are expecting these offices to be open.

735 Now, if we had a communication plan that works, then maybe that's a-whole-nother proposition to
736 talk about. But again -- and I've said it dozens of times up here, we cannot even reach every
737 resident in terms of anything that's going on because we do not have a plan and a way to reach our
738 residents.

739 So we have not come up with that system that works yet. So if we can't inform them, I don't think
740 it's fair to take off if you can't notify them properly.

741 And until we're able to do that, I say maybe we come back and roll the ground next year and take
742 a look at it once we're able to communicate effectively to let them know about some of this -- if
743 we're going to do it at all. So that's my opinion.

744 MS. ROSE STEWART: Thank you.

745 MAYOR MOTLEY BROOM: Councilmember Arnold.

746 COUNCILWOMAN ARNOLD: So I agree with the comments that both of my colleagues have
747 made. I -- I -- I would like to consider at least one day that we can consider closing early and that's
748 Christmas Eve, right? Which is not reflected on the calendar. Outside of that, I agree with the
749 other comments that have been made.

750 And so maybe we can consider December 24th as a date that we may let our staff go early, around
751 noon and that's my thoughts. Thank you.

752 MAYOR MOTLEY BROOM: The federal holiday for Juneteenth is on Thursday, not Friday, so.

753 MS. ROSE STEWART: I'll make that correction.

754 MAYOR MOTLEY BROOM: So, I mean, was -- was the intent to do a three day or was it just an
755 error?

756 MS. ROSE STEWART: No, it's -- it is probably an error. I'm sure it is.

757 MAYOR MOTLEY BROOM: Okay.

758 MS. ROSE STEWART: Yes. It was not.

759 COUNCILMAN CARN: So it's June -- June 19th? Yes. That -- that's correct. Okay.

760 MAYOR MOTLEY BROOM: All right. Any further discussion?

761 COUNCILWOMAN MCKENZIE: Just back to -- yeah, that I -- I do agree with the -- the
762 Christmas Eve and maybe even New Year's Eve, but looking at specific holidays -- but some of the
763 holidays that we had closed early, they don't really make sense.

764 So, I guess, if we can -- so what can we do? Can we approve the -- the calendar for the -- the dates
765 -- the holiday dates, but then work on the additional dates? Just, kind of, -- Councilwoman Arnold
766 --

767 COUNCILWOMAN ARNOLD: So when you say the additional dates, do you mean like the --

768 COUNCILWOMAN MCKENZIE: The early closings, like Christmas Eve.

769 COUNCILWOMAN ARNOLD: Yes. I -- I think that we should have something posted in writing
770 so that the citizens will know. So yes. So Christmas Eve, we should definitely have it posted.
771 And, you know, maybe we can consider having a holiday calendar that -- that may -- that may
772 include some additional days in the future. I know that right now we're still trying to get -- get
773 staff on.

774 We're still trying to make sure that we establish these calendars. But just to be a little more
775 consistent with the way the schools are -- are out for children around other holidays because I know
776 that we have a lot of staff that have children in school. So try to be supportive around that as well.

777 COUNCILWOMAN MCKENZIE: Thank you.

778 COUNCILMAN CARN: All right. So -- so -- so Christmas Eve will be the only early day. Is
779 that, kind of, consensus? And I'm not necessarily happy with that, but I -- okay.

780 COUNCILWOMAN ARNOLD: Scrooge.

781 COUNCILMAN CARN: Hey, I mean, here's the thing. It's Christmas Eve -- Eve as in eve, but
782 I'm fine with that. Again, I got to listen to what my residents are saying first. You know, they
783 expect this place to be open when they need to get in here and take care of some business. But I'm
784 fine with that.

785 COUNCILWOMAN MCKENZIE: I would -- I still would like to see New Year's Eve as well. So
786 --

787 MAYOR MOTLEY BROOM: I -- I -- I think Thanksgiving before New Year's Eve because you
788 got to -- you got to get the stuff cooking. Any further discussion?

789 COUNCILMAN CARN: I -- I mean, I'd rather do Thanksgiving and Christmas than Christmas
790 and New Year's Eve.

791 COUNCILWOMAN MCKENZIE: Okay. Well, I -- I'll give -- I'll give -- if those are the two -- I
792 just feel like -- okay. Thanksgiving --

793 COUNCILMAN CARN: Yes. I agree with the Mayor.

794 COUNCILWOMAN ARNOLD: Okay. Thanksgiving and Christmas Eve.

795 COUNCILWOMAN MCKENZIE: Okay, y'all. I was trying for all three days, but if we can get
796 two.

797 MAYOR MOTLEY BROOM: All right. So all those in favor?

798 COUNCILWOMAN MCKENZIE: Aye.

799 COUNCILMAN GAY: Aye.

800 COUNCILMAN CARN: Aye.

801 COUNCILWOMAN ARNOLD: Aye

802 MAYOR MOTLEY BROOM: That is unanimous. Thank you.

803 **ACTION:** Councilwoman McKenzie motioned to approve the 2025 City Holiday schedule
804 with early closing days for Thanksgiving Eve and Christmas Eve, seconded by
805 Councilman Gay and motion carried. (All Voted Yes)

806 DEPUTY CITY CLERK: Next, consideration of and action on a request to approve the proposed
807 2025 Mayor and Council meeting schedule and agenda item due dates. This request is from myself,
808 Deputy City Clerk. Next, we'll have citywide impact.

809 MAYOR MOTLEY BROOM: Is there a motion?

810 DEPUTY CITY CLERK: Also, there is a date in December. I need you all to consider either
811 December 8th or December 15th on trend. For the past 10 years, we've always had one meeting in
812 what -- July and one meeting in December.

813 Usually the December meeting is that third week, so it's, kind of, in the middle. I don't know if
814 you all wanted to do December 8th or 15th because the 15th is, kind of, close to Christmas.

815 MAYOR MOTLEY BROOM: What's the first Monday?

816 DEPUTY CITY CLERK: The first Monday is the first. So you're -- you'll be back in, I mean, it's
817 -- it is however you all want do December, but tradition.

818 COUNCILMAN CARN: City Manager, I think we need both dates in December. I think we need
819 both calendar dates, and we're going to discuss this December.

820 I think we need both -- two meetings in December -- December 15th or December 16th of this year
821 is nowhere close to Christmas, and there's no reason on Earth why we shouldn't be able to finish
822 up the city business.

823 Two dates in December after -- third Monday fell 22nd, 23rd, something along those lines. Okay.
824 Maybe, but this is -- we're talking about December 15th and this year, we're talking about
825 December 16th, but I think we need both dates. Now, for some odd reason, we don't have a whole
826 lot of business wrapping up at the end of 2025; and we say, well, we got it all completely covered
827 then maybe. But I -- I think we need both dates. I think we need to have as much business as
828 possible up here twice a month every month that we can.

829 COUNCILWOMAN MCKENZIE: We haven't had --

830 MAYOR MOTLEY BROOM: Any further discussion. Councilmember McKenzie.

- 831 COUNCILWOMAN MCKENZIE: I don't believe there's been a motion, Carn.
- 832 MAYOR MOTLEY BROOM: All right. Is there a motion?
- 833 COUNCILMAN CARN: I'll make a motion to approve this with the addition of -- now December
834 8th is the first Monday?
- 835 DEPUTY CITY CLERK: No. So it -- so yeah, with trend it will be December 1st and then
836 December 15th.
- 837 COUNCILMAN CARN: December -- that -- the modification that I would make to the motion is
838 to add December 15th.
- 839 DEPUTY CITY CLERK: I'm sorry, December 2nd and December 16th -- wait. One second,
840 please. Thank you.
- 841 COUNCILMAN CARN: Okay. Well, what -- what is the month? What date was it?
- 842 MAYOR MOTLEY BROOM: December 1st and December 15th.
- 843 DEPUTY CITY CLERK: Yeah. This calendar is wrong.
- 844 COUNCILWOMAN MCKENZIE: This is for 2025.
- 845 DEPUTY CITY CLERK: Yes. So it would -- yeah. December -- yeah. December 1st and
846 December 15th, correct. Yeah. One and 15th, Councilman Carn.
- 847 COUNCILMAN CARN: Oh, yeah. Are you sure?
- 848 DEPUTY CITY CLERK: Yes. I'm looking at the calendar now.
- 849 COUNCILMAN CARN: Okay. I would motion to approve with the change with adding
850 December -- is December 15th the third Monday?
- 851 DEPUTY CITY CLERK: Yes, sir. It is.
- 852 COUNCILMAN CARN: Okay. I would want to add December 15th as the second meeting in
853 December.
- 854 MAYOR MOTLEY BROOM: Is there a second?
- 855 COUNCILWOMAN MCKENZIE: Second.
- 856 MAYOR MOTLEY BROOM: Any discussion? I think we've done a great job --
- 857 COUNCILMAN GAY: Are we talking about 2024 or 2025?

858 COUNCILMEMBERS: 2025.

859 DEPUTY CITY CLERK: 2025. Next year.

860 MAYOR MOTLEY BROOM: I think we've done just fine without having a second meeting in
861 December.

862 COUNCILMAN CARN: I think we'll do better with a second one.

863 MAYOR MOTLEY BROOM: I said we -- we disagree on that, but I think we've done just fine.

864 COUNCILMAN CARN: I think we could do better.

865 MAYOR MOTLEY BROOM: I hear you, and I'm just sharing my opinion as well. Thank you.

866 COUNCILMAN CARN: So am I.

867 MAYOR MOTLEY BROOM: Great. Awesome. Appreciate it. So Councilmember Arnold.

868 COUNCILWOMAN ARNOLD: I have some discussion.

869 COUNCILWOMAN MCKENZIE: I do too.

870 COUNCILWOMAN ARNOLD: So I understand that we have business to -- to take care of, but
871 the closer we get to -- when we get to December 15th, we'll come back to what I mentioned earlier
872 about families, children being out of school.

873 And so, you know, that -- there has to be some type of work- life balance even for our staff. So,
874 you know, I -- if we're going to have a -- a day in December, I -- I -- I like that, but adding another
875 day just adds more to the staff, and then it's not really supportive of those families and giving them
876 work-life balance around holidays. Those are just my thoughts.

877 MAYOR MOTLEY BROOM: Councilmember McKenzie.

878 COUNCILWOMAN MCKENZIE: As a former school teacher for Atlanta Public Schools and
879 being very well aware of when school closes for 2024 and 2025, school will still be in session on
880 December 15th, 2025.

881 So we are not dealing with children being out of school. I do agree, as far as my residents who
882 probably think we should have -- some who think we should have three meetings a month, is that
883 the fact that we can't have enough meetings.

884 There was a lot of complaining when the July meeting was canceled this year. And in just as a
885 legislator listening to what I hear from my folks, they want us to be -- they want us to make
886 decisions, and they feel that we need to earn this piece of coin that we are -- that we're making
887 from the taxpayers' dollars.

888 I'm on the -- where I stand right now on this is that we put the dates on the calendar. If it's some
889 chance it shows that there's no business to discuss, we just don't have a meeting. I do know that
890 this year we need about three more meetings because we did cancel that meeting in July. And I
891 know that's a whole different vote.

892 But we owe it to the people of the city to -- to at least in good faith show that we are working
893 diligently to take care of the business of the city.

894 MAYOR MOTLEY BROOM: Councilmember Carn.

895 COUNCILMAN CARN: Also, kids get out of school December 19th.

896 COUNCILWOMAN MCKENZIE: That's right.

897 COUNCILMAN CARN: For '25, '26. City Manager --

898 CITY MANAGER ADEDIRAN: Yes.

899 COUNCILMAN CARN: I think that adding this date also supplements your calendar, and it also
900 safeguards us when some of us on this body -- one of us, or if two of us cannot make a meeting,
901 we're covered with that extra meeting.

902 So I think it obviously makes sense to make sure that we're able to handle all the business and
903 we're scheduled to handle whatever comes up. And that's an extra contingency date as well. So I
904 think it makes good sense.

905 I don't see any reason why we wouldn't want to have that extra meeting. This still has us where
906 we're only one meeting in July, so -- and I'd like to -- my motion was to approve this with the
907 addition of December 15th as a scheduled meeting.

908 MAYOR MOTLEY BROOM: Any further discussion?

909 DEPUTY CITY CLERK: You stated December 1st and December 15th. Am I wrong?

910 COUNCILWOMAN MCKENZIE: Correct. That's what you said, two meetings.

911 COUNCILMAN CARN: One of these --

912 MAYOR MOTLEY BROOM: It was two meetings in December.

913 COUNCILMAN CARN: Two meetings in December, yes.

914 MAYOR MOTLEY BROOM: All right.

915 COUNCILMAN CARN: The first and --

- 916 DEPUTY CITY CLERK: The 15. Okay. Make sure I got the motion right.
- 917 COUNCILMAN CARN: The 15th.
- 918 COUNCILMAN GAY: The only thing I want to say is that that's the election year and I -- I know
919 for one, I'm running for reelection, and if -- I'm going to just be coming out of election. I don't
920 know what kind of shape I'm going to be in. I don't know. It's going to be a rough, rough -- that's
921 going to be a rough time.
- 922 MAYOR MOTLEY BROOM: All those in favor?
- 923 COUNCILMAN CARN: Aye.
- 924 COUNCILWOMAN MCKENZIE: Aye.
- 925 MAYOR MOTLEY BROOM: All those opposed.
- 926 COUNCILWOMAN ARNOLD: Aye.
- 927 COUNCILMAN GAY: Aye.
- 928 MAYOR MOTLEY BROOM: I'm Opposed. Is there another motion? That motion fails with
929 Councilmembers Carn and McKenzie in favor. Councilmembers Gay and Arnold and myself in
930 opposition.
- 931 **ACTION:** Councilman Carn motion to approve the 2025 Mayor and Council meeting schedule
932 with the additions of December 1st and 15th, seconded by Councilwoman
933 McKenzie, Councilwoman McKenzie and Councilman Carn voted in favor,
934 Councilwoman Arnold and Councilman Gay voted in opposition, Mayor Motley
935 Broom voted to break the tie (opposed) and motion failed.
- 936 COUNCILMAN CARN: Councilmember Gay.
- 937 MAYOR MOTLEY BROOM: Hold on. Hold on, Councilmember. Is there a motion? Is there -
938 - is there a motion to approve the calendar with one meeting in December?
- 939 COUNCILMAN CARN: Well, I'd like to propose a substitute motion, and I have a motion I'd like
940 to propose. Councilman Gay, I understand we both will be coming out of elections; but having the
941 meeting in the event you can't make a meeting, this -- this safeguards things where we can have a
942 second meeting. Would either a date in between work for you for the last Monday in December?
- 943 COUNCILMAN GAY: Councilman, that might be a little bit better --
- 944 MAYOR MOTLEY BROOM: Last Monday in December?
- 945 COUNCILMAN CARN: I think he was -- I was asking him the question there.

946 MAYOR MOTLEY BROOM: I know, but what I would ask that you direct everything to me
947 because -- as I'm the presiding officer. I appreciate it. Thank you, sir.

948 COUNCILMAN CARN: City Clerk, what is the last Monday in December?

949 MAYOR MOTLEY BROOM: Madam Clerk, what is the last Monday in December?

950 DEPUTY CITY CLERK: Sorry. Deputy. Sorry. That's the 29th --

951 COUNCILMAN GAY: The 28th.

952 DEPUTY CITY CLERK: No, that the -- the 2025? December 29th.

953 MAYOR MOTLEY BROOM: If we need a -- a special-called meeting, we can always do that.

954 COUNCILWOMAN ARNOLD: This is December 30th.

955 MAYOR MOTLEY BROOM: Why don't we just, I mean, we -- we've been able to -- to move
956 forward with meetings, one meeting in July and one meeting in December for -- for a years now.
957 Is there a motion for the calendar with one meeting in July and one meeting in December?

958 COUNCILMAN CARN: I asked Councilman Gay if December 29th as well as December 1st
959 would work.

960 DEPUTY CITY CLERK: Councilman Carn, can you repeat that for me? I'm sorry.

961 COUNCILMAN CARN: My proposal is December 1st and December 29th added to the Council
962 calendar.

963 MAYOR MOTLEY BROOM: So you want to do it, like, in between Christmas and New Year's?
964 Okay. Is there a motion? I mean, is there a second? Hold on. Hold on. Is there a second on that?

965 COUNCILMAN CARN: I think we're still in discussion.

966 MAYOR MOTLEY BROOM: No. You made a motion.

967 COUNCILMAN CARN: I asked Councilmember Gay if --

968 MAYOR MOTLEY BROOM: You made -- sir -- sir, you made a motion. You said you made a
969 motion. And so there's a motion for -- to approve the calendar with December 2025 meetings on
970 the 1st and the 29th. Is there a second?

971 COUNCILMAN GAY: Second. Second.

972 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Go right ahead. Councilmember
973 Carn. Go right ahead.

- 974 COUNCILMAN CARN: That was my motion.
- 975 MAYOR MOTLEY BROOM: Okay. Councilmember Gay.
- 976 COUNCILMAN GAY: I second it.
- 977 MAYOR MOTLEY BROOM: Yep. Any further discussion? Hearing none, we'll move to a vote.
978 All those in favor?
- 979 COUNCILWOMAN MCKENZIE: Aye.
- 980 COUNCILMAN GAY: Aye.
- 981 COUNCILMAN CARN: Aye.
- 982 MAYOR MOTLEY BROOM: Opposed?
- 983 COUNCILWOMAN ARNOLD: Aye.
- 984 MAYOR MOTLEY BROOM: All right. It passes with Councilmembers McKenzie, Carn, and
985 Gay in favor of having a meeting four days after Christmas.
- 986 **ACTION:** Councilman Carn motioned to approve the 2025 Mayor and Council meeting
987 schedule with the additions of December 1st and 29th, seconded by Councilman
988 Gay, Councilman Carn, Councilwoman McKenzie and Councilman Gay voted in
989 favor, Councilwoman Arnold voted in opposition and motion carried.
- 990 DEPUTY CITY CLERK: Consideration of and action on a request to place the four way stop signs
991 at the intersection of Virginia Avenue and Atlanta Street. This request is from Chief of Police
992 Connie Rogers. This will service Ward 1.
- 993 COUNCILWOMAN MCKENZIE: Motion.
- 994 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Is there a second?
- 995 COUNCILMAN CARN: Second with discussion.
- 996 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. There's always discussion. You
997 have the floor.
- 998 COUNCILMAN CARN: City Manager.
- 999 CITY MANAGER ADEDIRAN: Yes, sir.
- 1000 COUNCILMAN CARN: We talked about that additional stop sign a couple of weeks ago.

- 1001 CITY MANAGER ADEDIRAN: The signs are ordered.
- 1002 COUNCILMAN CARN: Okay. Thank you.
- 1003 MAYOR MOTLEY BROOM: Any further discussion?
- 1004 COUNCILWOMAN MCKENZIE: I'll say something. Just basically -- yeah, this has been a -- a
- 1005 -- crossing that, I think a lot of persons that have been concerned about it. Those of you that have
- 1006 driven down Virginia Avenue to get to Atlanta Street, there is no stop.
- 1007 There's only a one way -- there's only stop on -- two way stop. But we don't have a four way stop.
- 1008 And I just believe in the -- in interest of -- in the interest of public safety, that that needs to be done.
- 1009 So I agree.
- 1010 MAYOR MOTLEY BROOM: Any further discussion? Hearing none, we'll move to a vote. All
- 1011 those in favor?
- 1012 COUNCILWOMAN MCKENZIE: Aye.
- 1013 COUNCILMAN GAY: Aye.
- 1014 COUNCILMAN CARN: Aye.
- 1015 COUNCILWOMAN ARNOLD: Aye
- 1016 MAYOR MOTLEY BROOM: That's unanimous.
- 1017 **ACTION:** Councilwoman McKenzie motioned to approve the instillation of a four-way stop
- 1018 signs at the intersection of Virginia Ave and Atlanta St., seconded by Councilman
- 1019 Carn and motion carried. (All Voted Yes)
- 1020 DEPUTY CITY CLERK: Next is consideration of and action on a request to extend Ordinance
- 1021 2024-09, which imposes 120-day moratorium on acceptance of applications for permits,
- 1022 occupational tax certificates, inspections, or political license for development of any truck stop,
- 1023 truck terminals, trucking facilities, and warehousing and distribution center. This will affect all
- 1024 Wards. This item is requested by the City Planner.
- 1025 COUNCILMAN GAY: So moved.
- 1026 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Is there a second?
- 1027 COUNCILMAN CARN: Second.
- 1028 MAYOR MOTLEY BROOM: Any further discussion? Hearing none, we'll move to a vote. All
- 1029 those in favor?

- 1030 COUNCILWOMAN MCKENZIE: Aye.
- 1031 COUNCILMAN GAY: Aye.
- 1032 COUNCILMAN CARN: Aye.
- 1033 COUNCILWOMAN ARNOLD: Aye
- 1034 MAYOR MOTLEY BROOM: That is unanimous.
- 1035 **ACTION:** Councilman Gay motioned to extend Ordinance 2024-9 regarding a moratorium of
 1036 warehouse and trucking facilities, seconded by Councilman Carn and motion
 1037 carried.
- 1038 CITY MANAGER ADEDIRAN: Queenie, you skipped E.
- 1039 COUNCILWOMAN MCKENZIE: Yeah, that's what I was -- E was skipped.
- 1040 DEPUTY CITY CLERK: Yes. E is skipped. Yes. The agenda's wrong. E consideration of and
 1041 action on a request to approve the emergency repair for the Arena's Network systems by CDWG,
 1042 the current vendor. This request is from Yanous Barner, Interim Executive Director.
- 1043 COUNCILMAN GAY: Motion
- 1044 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Is there a second?
- 1045 COUNCILWOMAN MCKENZIE: Second.
- 1046 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Any discussion? Hearing
 1047 none, we'll move to vote. All those and favor?
- 1048 COUNCILWOMAN MCKENZIE: Aye.
- 1049 COUNCILMAN GAY: Aye.
- 1050 COUNCILMAN CARN: Aye.
- 1051 COUNCILWOMAN ARNOLD: Aye
- 1052 MAYOR MOTLEY BROOM: Thank you. That's unanimous.
- 1053 **ACTION:** Councilman Gay motioned to approve the emergency repair of the Arena's network
 1054 systems by CDWG for damage occurred on October 17th as a result of a power
 1055 surge, seconded by Councilwoman McKenzie and motion carried. (All Voted Yes)

1056 DEPUTY CITY CLERK: All right. Yes, that was out of order. I'm sorry, Mayor and Council. 9G,
1057 consideration of and action on a request to provide for supplemental staff support services for
1058 sanitation and code enforcement in amount of \$320,000. This item sponsored by Councilman Joe
1059 Carn. This will serve all the Wards.

1060 MAYOR MOTLEY BROOM: Is there a motion?

1061 COUNCILMAN CARN: Motion.

1062 MAYOR MOTLEY BROOM: Is there a second?

1063 COUNCILMAN GAY: Second.

1064 MAYOR MOTLEY BROOM: Any discussion? What's the \$40,000 for -- for each? What -- what's
1065 the budget for?

1066 COUNCILMAN CARN: The budget is \$320,000. Make that correction on the agenda.

1067 MAYOR MOTLEY BROOM: So each -- each individual is supposed to have a \$40,000 budget.
1068 What's that for?

1069 COUNCILMAN CARN: Well, you got eight individuals there.

1070 MAYOR MOTLEY BROOM: There were four I thought.

1071 COUNCILMAN CARN: Four code enforcement, four sanitation.

1072 MAYOR MOTLEY BROOM: Where is the money coming from?

1073 COUNCILMAN CARN: Well, I -- and this is something that's so needed in this community, and
1074 we talk about excessive litter throughout the city. We spoke on litter blowing in the streets literally
1075 for some time -- at times.

1076 We do pretty good as a city in terms of litter, but I think that we have under allocated in a few
1077 specific departments because of the fact of our daytime population increase. With 14,000 people
1078 here in terms of population.

1079 But our daily population swells to a hundred thousand people or so, sometimes even more. If we're
1080 truly committed to improving the blight and eliminating the blight throughout the city; this type of
1081 work, we're going to need done -- this is a pilot program will not be permanently attached to
1082 permanent employees.

1083 But I want to do this as a program and see how it goes for a year. And I think it'll be a noticeable,
1084 significant change in uptick in terms of cleanliness and in terms of eliminating a lot of this blight
1085 in particularly within our areas that are high risk; the high-risk businesses, which includes several
1086 motels as well as some multi-family complexes.

1087 I think this is something needed. And in terms of funding, City Manager, I understand that since
1088 July 1st when we started the budget, you know, there are some vacant staff positions, and we do
1089 have personnel funds that would have been spent that would more than cover the costs for
1090 something like this is very, very much needed in all Wards.

1091 MAYOR MOTLEY BROOM: Dr. Adediran, where is the money coming from?

1092 CITY MANAGER ADEDIRAN: The money would be coming from -- we still have some
1093 vacancies that has not been filled. There was budgeted.

1094 MAYOR MOTLEY BROOM: Okay. So -- so the -- so where -- where are those vacancies?

1095 CITY MANAGER ADEDIRAN: Rose, do you have all the number of vacancies? I mean, I don't
1096 have the list here, but it was sent to all of you, you know, the number of agencies we have --

1097 COUNCILMAN CARN: The vacancies are multiple departments throughout the city. So there -
1098 - there -- there's plenty -- there's plenty of personnel funding for this to cover this without any
1099 issue, without adding to the budget. All the requires of budget transfer of some of those unspent
1100 funds towards some of this personnel needed.

1101 CITY MANAGER ADEDIRAN: I mean, I can recall two different times that, you know, where
1102 we are as far as vacancy and the money, you know, that we have -- that has not been paid to our
1103 salary. It's been sent twice to the government bodies. I know that for a fact. So y'all should have
1104 the figures. I don't have them right here for you.

1105 MAYOR MOTLEY BROOM: We got them several weeks ago, but I just -- I don't, I'm -- I -- I
1106 know we got them several weeks ago. I just was wondering since we're looking at this now, where
1107 we are in terms of that and -- and also we have had a number of unbudgeted things that we have
1108 dealt with since July 1st.

1109 And so to that end, I would ask that we get a first quarter update in terms of where we are in
1110 spending for the December meeting, that we have a workshop item discussing where we are as --
1111 through the first quarter in terms of spending.

1112 CITY MANAGER ADEDIRAN: Okay.

1113 MAYOR MOTLEY BROOM: A full report on that at the first workshop meeting in December.

1114 CITY MANAGER ADEDIRAN: No problem.

1115 COUNCILMAN CARN: And, City Manager, I'm fine with that. But this allocation is fully funded
1116 with more than enough budgeted money that would not add to budget, not one penny. So I would
1117 like to move forward with this. This is something long overdue, and this is something that's needed
1118 in every single Ward.

1119 MAYOR MOTLEY BROOM: And in regard to the volunteers that can be -- so they're -- they're
1120 volunteers because it is written as volunteers here. And it says they can be terminated at any time
1121 without the right of a grievance procedure.

1122 COUNCILMAN CARN: Something says volunteers?

1123 MAYOR MOTLEY BROOM: The code of conduct says all volunteers shall abide by the city's
1124 rules and regulations as they proceed to conduct. Volunteers can be terminated at any time without
1125 the right of a grievance procedure. Volunteer members will comply with the work agreement as
1126 provided to them by the department.

1127 COUNCILMAN CARN: Okay. These will not be volunteers. These will be contract employees
1128 for one year contracts. That's a pilot. It won't be volunteers. This program -- this is not a volunteer
1129 program.

1130 MAYOR MOTLEY BROOM: Is there any issue with them not having right to a grievance?

1131 COUNCILMAN CARN: There is a contract --

1132 MAYOR MOTLEY BROOM: I'm asking the City Attorney. I'm sorry.

1133 CITY ATTORNEY DENMARK: Not -- not if they're contractors. The contractor generally would
1134 not have a right to avail in all grievance processes. Their rights would be defined within the four
1135 corners of the contract.

1136 MAYOR MOTLEY BROOM: All right. Any further discussion? Hearing none, we'll move to a
1137 vote. All those in favor?

1138 COUNCILWOMAN MCKENZIE: Aye.

1139 COUNCILMAN GAY: Aye.

1140 COUNCILMAN CARN: Aye.

1141 MAYOR MOTLEY BROOM: Any opposed?

1142 COUNCILWOMAN ARNOLD: Aye. No. I don't oppose.

1143 MAYOR MOTLEY BROOM: Okay. All right. So everyone's in favor.

1144 **ACTION:** Councilman Carn motioned to approve the supplemental staff support services for
1145 Sanitation and Code Enforcement in the amount of \$320,000, seconded by
1146 Councilman Gay and motion carried. (All Voted Yes)

1147 DEPUTY CITY CLERK: One second.

- 1148 CITY ATTORNEY DENMARK: I understand we're not live.
- 1149 DEPUTY CITY CLERK: Correct.
- 1150 CITY ATTORNEY DENMARK: So I would recommend that we pause until we can --
- 1151 MAYOR MOTLEY BROOM: All right. So we'll just take a brief minute break until we can return
1152 to the live.
- 1153 DEPUTY CITY CLERK: Thank you.
- 1154 *Mayor and Council recessed from 9:24pm to 9:34 pm*
- 1155 MAYOR MOTLEY BROOM: All right. We are back. We had some technical issues. I believe
1156 Mr. Denmark's going to give us a little bit of guidance on that.
- 1157 CITY ATTORNEY DENMARK: Thank you, Madam Mayor. There -- there may have been a
1158 portion of the meeting that was not being live streamed unbeknownst to us. And so as you all
1159 likely know, the Open Meetings Act does not require that no governments live stream their meeting.
- 1160 We only have to have our meetings open to the public, which this meeting was open at all times to
1161 the public. However, in light of the fact that we were not live streaming, you may elect to redo
1162 that last vote.
- 1163 I -- the vote is perfectly lawful because the meeting was open to the public at all times. But it --
1164 it's -- it's your choice.
- 1165 MAYOR MOTLEY BROOM: How long were we out? I mean, how long was it?
- 1166 MS. KAMERON PRESTON-SMITH: This is all recorded.
- 1167 MAYOR MOTLEY BROOM: It all recorded?
- 1168 DEPUTY CITY CLERK: Yes.
- 1169 MAYOR MOTLEY BROOM: So when, yeah, at -- at the conclusion of this, someone watched
1170 the entire meeting, we have. Hi, Mr. Curry. Hello.
- 1171 MR. HARRISON CURRY: Everything has been recorded, and everything will be re-uploaded
1172 after the meeting is done. So the whole thing was recorded as you mentioned.
- 1173 MAYOR MOTLEY BROOM: Okay. Great. All right. So, Madam City Clerk, where were we?
- 1174 DEPUTY CITY CLERK: We were moving to the items that were removed from consent to move
1175 to regular. That will be consideration of and action on a request to approve the proposed City of

- 1176 College Park '24/'25 city wide events. This is requested by Director of Recreation and Cultural
1177 Arts, Michelle Johnson. This is a budgeted item and will affect Ward 1, 2, 3, and 4.
- 1178 MAYOR MOTLEY BROOM: Is there a motion?
- 1179 COUNCILMAN CARN: I think we need to discuss all the events to see what we wanted to have
1180 and what we didn't.
- 1181 MAYOR MOTLEY BROOM: We need a motion to discuss. So --
- 1182 COUNCILMAN CARN: I'd like to issue discussion, Michelle. I'd like to talk about this first. We
1183 don't need a motion -- a motion to discuss anything.
- 1184 MAYOR MOTLEY BROOM: We do, actually. And so we --
- 1185 COUNCILMAN CARN: No. We don't. We never have.
- 1186 MAYOR MOTLEY BROOM: As I'm the presiding officer, we need a motion.
- 1187 COUNCILMAN CARN: We've never had a motion to discuss the item before we decide to vote.
- 1188 MAYOR MOTLEY BROOM: Councilmember, these are Robert's rules, and so is there a motion?
- 1189 COUNCILMAN CARN: These are Robert's rules. We can discuss an item before somebody
1190 makes a motion to vote on it.
- 1191 MAYOR MOTLEY BROOM: Councilmember, I'm not going to argue with you. I'm just asking
1192 for a motion, so we can move on and actually have the discussion. We can amend if there -- if
1193 there's something to amend.
- 1194 COUNCILMAN CARN: There's never been a need for a motion for a discussion.
- 1195 MAYOR MOTLEY BROOM: Councilmember, I appreciate your sentiment. Is there a motion?
- 1196 DEPUTY CITY CLERK: I have to go through the agenda packet. One second.
- 1197 MAYOR MOTLEY BROOM: Is there a motion on this item?
- 1198 COUNCILWOMAN ARNOLD: So moved.
- 1199 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold.
- 1200 MAYOR MOTLEY BROOM: Is there a second? Not a second. We're going to skip to the next
1201 item. Okay. It fails. There's no a second. Yes. All right.

1202 ACTION: Councilwoman Arnold motioned to approve the proposed City of College 2024-
 1203 2025 City Wide events; motion died due to lack of a second.

1204 MAYOR MOTLEY BROOM: Deputy Clerk, next item?

1205 DEPUTY CITY CLERK: Yes.

1206 COUNCILMAN CARN: Point of order. If you can stick around in my comments, I'd like to hear
 1207 what you're looking at. So I have a few questions in my comments. Thanks a lot.

1208 MAYOR MOTLEY BROOM: That looks -- that -- it's not a point of order, sir.

1209 COUNCILMAN CARN: But that was my point of order.

1210 MAYOR MOTLEY BROOM: It's not a point of order, but it's not -- but --

1211 COUNCILMAN CARN: Yes. It was.

1212 MAYOR MOTLEY BROOM: It actually is not. Next item?

1213 DEPUTY CITY CLERK: Yes, ma'am. Consideration of and action request for approval of \$35,000
 1214 from the Ward 4's community enhancement budget to contract with IGNITE, a city-approved
 1215 nonprofit. The funds will assist Ward 4 senior homesteaders that qualify for the senior tax exception
 1216 by covering insurance costs for the waterline and sewer repairs due to damage. This is sponsored
 1217 by Mayor Pro Tem Roderick Gay.

1218 MAYOR MOTLEY BROOM: Is there a motion?

1219 COUNCILMAN GAY: Motion.

1220 MAYOR MOTLEY BROOM: Is there a second?

1221 COUNCILMAN CARN: Second with discussion.

1222 ACTION: Councilman Gay motioned to approve \$35,000 from Ward 4's Community
 1223 Enhancement Budget to contract with IGNITE to funds Ward 4's senior
 1224 homesteaders (that qualify for Senior Tax Exemption) to provide insurance costs for
 1225 waterline and sewer repairs due to damages, seconded by Councilman Carn, motion
 1226 was amended.

1227 MAYOR MOTLEY BROOM: There's always discussion. Thank you. So that is motion by
 1228 Councilmember Gay and seconded by Councilmember Carn. Councilmember Carn, go ahead.

1229 COUNCILMAN CARN: Councilmember Gay, I think this is a great idea. I would like to -- to
 1230 add an additional -- some additional monies for any Ward to residents that may want a little
 1231 coverage or an option of some coverage. I would like to add an additional \$5,000 to this amount

1232 for Ward 2. Additionally, City Attorney, I have a few questions about legality and properness of
1233 this. This type of stuff is not in our precedence, so if you want to elaborate on it.

1234 CITY ATTORNEY DENMARK: Yes, sir. The -- the concern has been -- has arisen that this would
1235 violate the Gratuities Clause of the Georgia Constitution. Generally, the Gratuities Clause states
1236 that you cannot use public money for a purely private purpose without the city receiving substantial
1237 benefit.

1238 And the notion is that the city would be giving money to private residents -- to the private parties,
1239 to improve private residents, and -- and, therefore, violating state law. I -- I do not believe that it
1240 violates state law because this was being proposed as certainly not without precedence. We often
1241 take public money to improve private property.

1242 For instance, the City of College Park through the Main Street Board issues facade grants. And
1243 where does that money go? It's public money that goes to private parties to improve private
1244 property. The City of Newnan does the exact same thing with their facade grant program.

1245 Purpose of their grant is to provide matching grants to existing commercial buildings for
1246 preservation, restoration, and maintenance. The City of Milledgeville does the same thing. The
1247 purpose of its program is to stimulate downtown revitalization, redevelopment, economic
1248 development, and tourism in Milledgeville.

1249 And so that's certainly not without precedence. Some will take the position that, well, that's public
1250 commercial buildings in the downtown area. I think that would be a specious distinction to draw.
1251 Doesn't matter if it's a commercial building or a residential building.

1252 But to address that concern, I looked a little bit further. And the City of Savannah has a home
1253 repair assistance program where the City of Savannah get awards grants, the home improvement
1254 grants offered by the city. They range anywhere from 2,500 to \$10,000 depending upon the
1255 location and size of the home.

1256 The grants would be available to eligible homeowners 60 years of age or older and to homeowners
1257 who have been -- owned and occupied their homes for at least 10 years. And that's public money
1258 going specifically for private residents.

1259 City of Atlanta and Invest Atlanta -- I have the Atlanta Heritage owner occupied rehab program,
1260 which provides favorable -- forgivable loans up to \$30,000 to eligible homeowners to address
1261 needed repairs and safety hazards. It's designed to -- created to help legacy residents remain in
1262 their homes amid of rising prices.

1263 The program gives priority to senior households, military veterans, disabled heads of households,
1264 and those who have been in their homes for more than 15 years.

1265 All of these programs around our great state stand for and proposition that you can award public
1266 money for both commercial improvements in the downtown area or for private residents. And the

1267 -- the notion that the city receives a substantial benefit is not accurate because of the revitalization
1268 of these residential properties.

1269 The community redevelopment, economic development, and increased property values, and hence
1270 increased tax base all provide substantial benefit to the city which I believe would justify a program
1271 of this nature.

1272 Our other communities around the state of Georgia have had the exact same notion. And so,
1273 therefore, on balance, I do not believe that this program would violate the Gratuities Clause of the
1274 Georgia Constitution.

1275 MAYOR MOTLEY BROOM: Mr. Denmark, to that end, where would it stop? Where -- where
1276 would the line be?

1277 CITY ATTORNEY DENMARK: That would be a -- a matter of public policy for this Council to
1278 determine. And -- and I -- I certainly admit that there -- there's not an obvious bright line, but the
1279 bright line exists where the governing body will to draw it.

1280 MAYOR MOTLEY BROOM: All right. So do you have any understanding where the source of
1281 the funds come from for the Savannah program or the Atlanta program, for instance? Is it the
1282 general fund or do you -- is it CDBG or anything? Do you know?

1283 CITY ATTORNEY DENMARK: I -- I -- I -- it -- it -- it doesn't specify, and I'm not altogether
1284 certain that it -- that it matters because it's public money nonetheless. And -- and so the public
1285 money is what triggers the Gratuities Clause analysis. In all cases, it's public money.

1286 MAYOR MOTLEY BROOM: Well, CDBG is -- I mean, there -- there's some criteria around
1287 CDBG that like they're specifically designed for -- for certain programs such as home restoration
1288 and the like, I mean from the federal government.

1289 So I think there -- there are some opportunities for distinction there, so -- but thank you for your
1290 opinion. Councilmember Carn.

1291 COUNCILMAN CARN: I can tell you where it came from and with our government when I was
1292 County Commissioner, we had a home improvement program, and it did come from the general
1293 fund in Fulton County.

1294 There are dozens of cities that have these types of home improvement initiatives that they do.
1295 Obviously in the state of Georgia, there are literally hundreds of cities throughout Georgia that
1296 provide public funds for this type of stuff. Being an official with GMA would probably know all
1297 about that.

1298 In terms of benefit -- public benefit, you know, if we have a major weather incident like we had a
1299 couple of years ago in December, a lot -- a lot of y'all may remember when the pipes froze and we
1300 went into the deep freeze. Well, when those pipes thawed out, a lot of city pipes were broken.

1301 In addition to a lot of city water pipes being broken, a lot of our residents' water pipes were broken.
1302 So after the city managed to make their repairs in the public right of way, we still couldn't turn
1303 water on to a lot of those residents because in their yard, their pipes were still broken and leaking,
1304 which meant if we had turned them back on, we would've lost thousands of gallons of water
1305 because the residential side wasn't able to be taken care of.

1306 With us helping to mitigate that with some funding for residents, that's going to prevent us from
1307 losing that water that's going to make it where our residents can get turned back on in a timely
1308 manner.

1309 And they're covered and insured in the event we have another weather incident like that. So there's
1310 lots of benefit to it obviously. And folks, I've said it before -- City Manager; yes, we are doing
1311 some new things, and we're doing new things for this community.

1312 And it may be something we haven't done before in the past; but in the past, we didn't have the
1313 votes to get this passed. And once again, I'm so grateful and hopeful -- knock on wood -- that we
1314 are able to pass this too. So this --

1315 COUNCILWOMAN MCKENZIE: Discussion. You finished? Okay. Discussion.

1316 MAYOR MOTLEY BROOM: Councilmember McKenzie.

1317 COUNCILWOMAN MCKENZIE: First of all, I want to thank you, Councilman Gay, for having
1318 the -- the -- the thought to even do this -- for our senior homesteads. You have been championing
1319 us -- before I got on this Council at -- my -- you are championing our senior citizens and one of
1320 the tax exemptions.

1321 So I'm like Councilman Carn. Shucks. This -- if this is something that is -- falls in line, it's -- it's
1322 legal. It's going to help our senior citizens. I want it in mine too. So I -- I want to allocate \$5,000
1323 of my community enhancement funds for my Ward 1 homesteaders as well.

1324 So I'm going to add -- I'm not going to let Joe Carn upstage me on this. And then if we see that we
1325 need more, we'll address it again in the new year.

1326 But I would like to -- and I -- and I hear what you're saying in -- and , City Attorney, the reason
1327 we have you is because we do rely on you when it comes to making decisions to give us the
1328 information to make sure that we are in the boundary of the law.

1329 You're a government attorney. A lot of attorneys that we have -- that have things to say are not
1330 government attorneys. So we do -- I -- I -- I -- I respect your decision and your information in
1331 terms of what you're sharing with us. And I definitely would like to add \$5,000 onto the \$40,000
1332 that I'm hearing right now.

1333 MAYOR MOTLEY BROOM: So why don't we just do it for the whole city?

1334 COUNCILWOMAN ARNOLD: That was going to be by my -- my --

1335 MAYOR MOTLEY BROOM: I mean, like, why don't we just do it for every single homesteader
1336 in the city?

1337 COUNCILWOMAN MCKENZIE: It's coming from -- it's coming from our initiative.

1338 MAYOR MOTLEY BROOM: I'm still -- hold on. I mean, I -- I understand, but, like, at this point,
1339 we have -- we have winners and losers essentially. We have people who qualify and don't qualify.
1340 And I -- I wonder how we -- how we say as a government that we are picking a certain group of
1341 people to receive a benefit, and we're not picking another group of people to receive a benefit.
1342 Why?

1343 COUNCILMAN CARN: I -- I would suggest --

1344 COUNCILWOMAN ARNOLD: Can I say something?

1345 MAYOR MOTLEY BROOM: Councilmember Arnold.

1346 COUNCILWOMAN ARNOLD: I -- I -- I asked Councilman Gay. He specifically said this was
1347 for senior citizens for 65 and older. And so if it's for senior citizens 65 and older, I -- I would like
1348 for us to do it for all of the City of College Park.

1349 And if that means that -- that money has to come out of my initiative as well -- my initiatives, then
1350 I support that. But I would like to see it citywide.

1351 MAYOR MOTLEY BROOM: Councilman Gay.

1352 COUNCILMAN GAY: Well, I appreciate all y'all's interest in the legislation. I appreciate the
1353 dialogue. It's quite helpful. And, City Attorney, I appreciate you taking the time to research the
1354 law. I really do appreciate it.

1355 What I will tell you is that whatever colleagues decide to do, that's fine me -- but for the spirit --
1356 for the spirit of consideration, we'll simply provide seniors a relief. Giving seniors the quality of
1357 life is not unique.

1358 That -- that's the focus. I don't know about citywide, but I will share with y'all that's why this is
1359 important is because there's no consistency in how they're billed. There's some seniors who I've
1360 seen them be charged as high as 10, 12,000.

1361 I've seen some seniors be charged a few thousand. I've seen unlicensed people in their yard. And
1362 what this program does is, one, it also provides a list of providers that has been vetted by this
1363 company.

1364 So then we know the integrity of what they've done too. As Councilmember Carn said --which I
1365 hadn't even thought about, our city water system can't even be made whole if individual
1366 homesteaders are busted.

1367 So, you know, and the cost of this consideration is not that much. So I would like to amend my
1368 motion to --

1369 COUNCILMAN CARN: Councilman --

1370 MAYOR MOTLEY BROOM: Hold on. Let him finish, please. Go ahead.

1371 COUNCILMAN CARN: I just have --

1372 MAYOR MOTLEY BROOM: No. Hold on. Let him -- go ahead and finish. Go ahead. Go ahead
1373 and make your -- amend your motion.

1374 COUNCILMAN GAY: Mayor -- Mayor, I also want to tell you that on last week, the Clerk sent
1375 me a copy of the ordinance that you oppose at beginning of every meeting. And it does say -- and
1376 I'm just saying this since you are putting this out publicly, that -- that the Mayor should only preside,
1377 and Council is fine with you deliberating, but you do need to know that that is a courtesy and
1378 respect that we're -- that we're are providing you. But -- so now having said that, Councilmember
1379 Carn, you had something to say?

1380 MAYOR MOTLEY BROOM: Hold on a second. Hold on. Councilmember Gay, what was your
1381 motion? Hold on. Council --

1382 COUNCILMAN CARN: Well, I think we need to --

1383 MAYOR MOTLEY BROOM: Councilmember. One moment. Councilmember. Councilmember.

1384 COUNCILMAN CARN: -- hold up on the motions. We had a little more discussion.

1385 MAYOR MOTLEY BROOM: I -- I understand. Councilmember Gay, what -- what did you --
1386 what did you want to amend?

1387 COUNCILMAN GAY: Ma'am, I know how to talk. Okay. I'm grown. I'm 65. Councilmember
1388 Carn --

1389 MAYOR MOTLEY BROOM: I was trying to afford you the opportunity to do so.

1390 COUNCILMAN GAY: I -- I understand very well what you offer -- to offer me, but I'm going to
1391 hold my motions until I hear from my colleague.

1392 MAYOR MOTLEY BROOM: All right. Councilmember Carn.

1393 COUNCILMAN CARN: Thank you, Councilmember Gay. And Councilmember Gay was trying
1394 to afford me the opportunity for a little more discussion. I appreciate that.

1395 MAYOR MOTLEY BROOM: And I appreciate both of you respecting my -- my -- my role as a
1396 presiding officer. So, please, go right ahead.

1397 COUNCILMAN CARN: I appreciate it. One of the things I was going to suggest is -- I guess,
1398 when you crafted this thing -- and it was a great -- great idea, you put a number on it because I'm
1399 assuming you wanted to have enough funds to help some of your lower income seniors that couldn't
1400 afford to maybe get this type of insurance on their own.

1401 So you had a number -- I guess that's first come first serve those most in need of the insurance or
1402 whatever have you. Now, I don't pretend to know everything about your Ward, but if there's some
1403 residents that can afford it, you know, that's great.

1404 You got some money in the pot for those that can't afford it. Now, if we're talking about covering
1405 every single senior in the city, then that's a-whole-nother proposition, maybe a-whole-nother pot
1406 of money perhaps.

1407 Now, I'm not against it, but I would say to -- I would say, you know, if there are -- there are -- I
1408 know there are some residents that maybe do have this type of insurance or can afford it, but either
1409 way we want to go.

1410 At the end of the day, I think it's a good thing that we want to do it. Now, if we want to cover every
1411 single -- every senior that owns a home in College Park. Oh. Oh. You know, so be it if that's what
1412 we're looking -- looking at. I -- no -- that's what I thought I heard, so I didn't hear that. Is that --

1413 COUNCILWOMAN ARNOLD: No, I -- I -- I did say -- I -- I suggested that being that if we were
1414 all going to add money in for each one of our Wards, that -- that we don't turn away any senior
1415 that's 65 and older that may need this.

1416 COUNCILMAN GAY: You know, y'all -- my -- my -- my consideration wasn't income based. It
1417 was just 65 and over. But -- but not based on income.

1418 COUNCILMAN CARN: Right. But you had -- you had 30 -- but hear me -- hear me out, and I
1419 get that. But you had \$35,000 in your pot. That's what you had. That -- that's going to be first
1420 come, first serve, and it's going to run out. So everybody won't get necessarily. That -- that -- that
1421 was my point, so I'm assuming you were going to have it by a needs based for first come --

1422 COUNCILMAN GAY: Well, I --

1423 COUNCILMAN CARN: -- first serve.

1424 COUNCILMAN GAY: I will tell you that -- well, I'm going to tell you we have approximately
1425 1200 -- 1200 homesteaders in my Ward. They're all not seniors. So, well -- my 1200 ain't seniors,
1426 so it's only -- this thing is only \$50 a year.

1427 COUNCILWOMAN ARNOLD: Right.

1428 COUNCILMAN GAY: So I didn't think I needed more than 35 to cover all of my seniors. In fact,
1429 I thought I would have excess.

- 1430 COUNCILWOMAN ARNOLD: Right. Right.
- 1431 COUNCILMAN CARN: Well, I got -- I think you will. I have a suggestion --just a suggestion.
1432 Why don't we allocate, say a hundred thousand dollars for this citywide. That way we can cover
1433 pretty much everybody that qualifies; that wants it, and we'll probably have some of that hundred
1434 thousand left over.
- 1435 COUNCILMAN GAY: Seniors only; right?
- 1436 COUNCILMAN CARN: Seniors.
- 1437 COUNCILWOMAN ARNOLD: Twenty- five -- are we saying 25,000 out of each one of our
1438 initiatives?
- 1439 COUNCILMAN CARN: Well, we all have a cap. Now, I won't be anywhere near that. I know.
1440 Because I only have certain amount of houses, but I would just -- if we want to -- that would then
1441 in theory cover everybody. And I don't think we would be --
- 1442 COUNCILMAN GAY: We -- We talking about out of our enhancement budget?
- 1443 COUNCILMAN CARN: No. No. No. That would have to come out of -- City Manager, you got
1444 to come out of another pot for that.
- 1445 COUNCILMEMBERS: (Indiscernible conversation.)
- 1446 COUNCILMAN GAY: Not if you want to take it out the general fund.
- 1447 COUNCILMAN CARN: Well -- well, again, we've got unspent -- we've got unspent personnel
1448 funds. We've got, you know, we've got some flexibility without adding to this year's budget at all.
1449 So it wouldn't cost one additional dime.
- 1450 COUNCILMAN GAY: So every senior -- every senior homestead at 65 and over?
- 1451 COUNCILWOMAN ARNOLD: Correct.
- 1452 COUNCILMAN GAY: They still have to apply.
- 1453 CITY MANAGER ADEDIRAN: But -- but Councilors, we have to be mindful -- if I'm wrong,
1454 you correct me. Salary line, we can't just be using it to take care of --
- 1455 COUNCILMAN CARN: But we have to approve a budget transfer from that line in whatever --
- 1456 COUNCILMAN GAY: But -- but -- but -- listen, I'm perfectly fine with taking it out the
1457 enhancement budget.
- 1458 COUNCILWOMAN MCKENZIE: Me too.

1459 COUNCILMAN GAY: That's what it was for. I don't want to take any more hits to our general
1460 fund, so, Councilman Carn, I'm okay with the citywide. I just prefer that we take it out our --

1461 COUNCILWOMAN MCKENZIE: Right. I -- I agree.

1462 COUNCILMAN GAY: -- respective funds.

1463 COUNCILMAN CARN: Well, there's the -- there's a contingency line in enhancements, I think,
1464 at the bottom of \$162,000 just for contingency in general. I necessarily didn't want take it from
1465 that, but --

1466 COUNCILMAN GAY: I think everybody's okay with the enhancement budget.

1467 COUNCILMAN CARN: Well, I was okay with taking the 5,000 out of mine for -- for --

1468 COUNCILWOMAN ARNOLD: For that 25,000.

1469 COUNCILMEMBERS: (Indiscernible conversation.)

1470 COUNCILMAN CARN: I'm fine with the five if you guys are fine, I am fine with going there --

1471 COUNCILWOMAN MCKENZIE: That's what I said. Mine was -- I was going to start -- excuse
1472 me, sir. I was going to start with \$5,000, see where that takes us, and then if we have to add on
1473 from my -- from my -- from my fund.

1474 COUNCILMAN GAY: All right.

1475 COUNCILWOMAN MCKENZIE: But it would be -- but I think what's important here is we need
1476 to know if Councilman Gay is saying 35,000 and that is for your Ward.

1477 COUNCILMAN GAY: Exactly.

1478 COUNCILWOMAN MCKENZIE: And then whatever each of us put in is what goes to each of
1479 our Wards. I -- I -- unless, you know, somebody else wants put \$25,000, that's up to them. But
1480 this would still be by Ward.

1481 COUNCILWOMAN ARNOLD: I got five on it.

1482 COUNCILWOMAN MCKENZIE: You got five? Okay.

1483 COUNCILMAN GAY: We're at \$47,000.

1484 COUNCILMAN CARN: I got five on it.

1485 COUNCILMAN GAY: Okay. We're at fifty --

- 1486 COUNCILWOMAN MCKENZIE: So \$50,000 --
- 1487 COUNCILMAN GAY: Fifty thousand dollars.
- 1488 COUNCILWOMAN MCKENZIE: Thirty-five from Ward 4 and 5,000 from the Wards 1, 2, and
1489 3. Okay.
- 1490 COUNCILMAN GAY: Okay. So now, I guess, I need to change the motion.
- 1491 MAYOR MOTLEY BROOM: What's your amendment, sir?
- 1492 COUNCILMAN GAY: That the motion is -- reads the same, but the income amount changes to
1493 50,000. So, let's see --
- 1494 MAYOR MOTLEY BROOM: So is \$50,000 from Ward 4's community enhancement budget?
- 1495 COUNCILMAN GAY: It'd be considerational action on a request for the approval of \$50,000 from
1496 Ward -- a cumulative of \$50,000 from Wards 1, 2, 3, and 4.
- 1497 COUNCILWOMAN ARNOLD: The 35,000 in Ward 4.
- 1498 COUNCILMAN GAY: 35,000 will be in Ward 4; 5,000 will be in Ward 1; 5,000 will be in Ward
1499 2; 5,000 will be in Ward 3, respectively.
- 1500 COUNCILWOMAN MCKENZIE: Yay. I like that. It feels good to do -- to do good.
- 1501 COUNCILMAN GAY: Okay. Miss -- Ms. Clerk, you got it.
- 1502 DEPUTY CITY CLERK: I'm going to revise it, but yes.
- 1503 COUNCILMAN GAY: Okay.
- 1504 MAYOR MOTLEY BROOM: Is there a second?
- 1505 COUNCILMAN CARN: I second.
- 1506 MAYOR MOTLEY BROOM: All right. Any further discussion? Hearing none, we'll move to a
1507 vote. All those in favor?
- 1508 COUNCILWOMAN MCKENZIE: Aye.
- 1509 COUNCILMAN GAY: Aye.
- 1510 COUNCILMAN CARN: Aye.
- 1511 COUNCILWOMAN ARNOLD: Aye

- 1512 MAYOR MOTLEY BROOM: All right. That's unanimous.
- 1513 **ACTION:** Councilman Gay motioned to approve a \$50,000 contract with IGNITE to provide
1514 citywide insurance coverage for senior homesteaders (that qualify for Senior Tax
1515 Exemption) for waterline and sewer repair due to damages from each Ward
1516 Community Enhancement Budget with the allocation of \$35,000 from Ward 4 and
1517 \$5,000 each from Wards 1, 2, and 3, seconded by Councilman Carn and motion
1518 carried. (All Voted Yes)
- 1519 DEPUTY CITY CLERK: Okay. City Attorney's report.
- 1520 CITY ATTORNEY DENMARK: My written report is included in the agenda.
- 1521 DEPUTY CITY CLERK: What written report?
- 1522 CITY ATTORNEY DENMARK: My staff sent a -- sent a written City Attorney's report that I
1523 wanted to include it in the agenda.
- 1524 DEPUTY CITY CLERK: No, sir. I didn't know that she wanted to add it. I thought she just sent
1525 it to the clerk. I was unsure of the staff report. I never received one until then.
- 1526 CITY ATTORNEY DENMARK: Mayor and Council, it -- it -- it's my intention to send you a
1527 written City Attorney report that should be included in every agenda going forward. And so we
1528 sent it this time, but it didn't make it to the agenda, so we'll do it for next time. Thank you.
- 1529 DEPUTY CITY CLERK: And, Mayor-Council, I'll send that once the meeting is over.
- 1530 COUNCILMAN GAY: I can't -- I'm sorry.
- 1531 DEPUTY CITY CLERK: I said, Mayor-Council, I'll send that report to you all once the meeting
1532 is over.
- 1533 COUNCILWOMAN MCKENZIE: Thank you.
- 1534 DEPUTY CITY CLERK: And, Winston, just for clarity, that's just to Mayor-Council, not in the
1535 public; correct?
- 1536 CITY ATTORNEY DENMARK: No. I want the public on every -- I want it to be in the agenda
1537 packet meeting for everybody to see.
- 1538 DEPUTY CITY CLERK: Oh. All right. No problem. I'm sorry.
- 1539 COUNCILWOMAN MCKENZIE: Awesome.
- 1540 COUNCILMAN CARN: Transparency.

- 1541 DEPUTY CITY CLERK: All right. City Manager's report. Give me one second, City Manager.
- 1542 CITY MANAGER ADEDIRAN: You have the 32 -- 33 pages of -- all the events that took place
1543 this past two weeks.
- 1544 DEPUTY CITY CLERK: Yeah. I have the condensed version up. Do you want the full version?
- 1545 CITY MANAGER ADEDIRAN: No. No. I -- I just had a convert, you know --
- 1546 DEPUTY CITY CLERK: Okay.
- 1547 CITY MANAGER ADEDIRAN: -- just a -- a snippet of it, which is -- the first one is When We
1548 All Vote with the former First Lady. I commended my staff over there at the convention center;
1549 the police department; the fire department for a job well done. And what some of us didn't realize
1550 is that apart from that event this past weekend, the police department was also busy --
- 1551 COUNCILWOMAN MCKENZIE: Yes.
- 1552 CITY MANAGER ADEDIRAN: -- you know, with the dignitaries that, you know, came and
1553 stayed in our hotels. You know, so as I stated, you know, College Park, we are on the move. So,
1554 Chief -- you know, both Chiefs, I thank you all for a job well done.
- 1555 And then -- and in the two days after the former First Lady came, 153,000 more people turned out
1556 to vote, and -- which in Fulton County, over 44,000; Gwinnett,40; Cobb County 38; Gwinnett 31.
1557 Which -- when we look at back in 2020 -- what just happened this past week was way more than
1558 what happened in 2020 because it was like 13,000 votes.
- 1559 That was the difference, you know, in the event. With this, I mean, it's -- it's way beyond that. And
1560 also Parks and Recreation, thank you all for, you know, Halloween. It was a lot of people there,
1561 and everybody enjoyed themselves. So thank you.
- 1562 DEPUTY CITY CLERK: All right --
- 1563 MAYOR MOTLEY BROOM: Dr. Adediran, I had a question about the restrooms. I've gotten
1564 some feedback about the restroom shutting down for the winter.
- 1565 CITY MANAGER ADEDIRAN: Yes, ma'am.
- 1566 MAYOR MOTLEY BROOM: Can you explain a little bit about your rationale there, and when
1567 people might expect them to be open, and what they should do in the interim if they need to use
1568 the restroom in parks.
- 1569 CITY MANAGER ADEDIRAN: Michelle Johnson.
- 1570 MS. MICHELLE JOHNSON: So I'm not quite sure what I'm supposed to say because Public
1571 Works is over the park attendants --

- 1572 COUNCILWOMAN MCKENZIE: Oh, that's right.
- 1573 MS. MICHELLE JOHNSON: -- and park rangers for their restrooms. So -- but I can give you
1574 some background from at least the past.
- 1575 MAYOR MOTLEY BROOM: Have we -- have -- we shut down the -- I mean, this is -- this is --
1576 this is your decision, right?
- 1577 CITY MANAGER ADEDIRAN: No. The bathrooms have all, you know -- don't you always shut
1578 down for the winter and winterize the bathrooms?
- 1579 MS. MICHELLE JOHNSON: No. So in -- in -- in the past when park attendants and park -- the
1580 park rangers were under recreation -- they're currently under Public Works. When the season ends
1581 in October -- which is the summer season from April through October, I think, it was 15th after
1582 Ward 4 -- Phillips Park restrooms would stay open, but Zupp would be closed. And those were the
1583 only two restrooms that we had at the time.
- 1584 Now we've got Barrett added to that. It was a discussion to close the restrooms. I'm assuming,
1585 you know, with no park attendants -- nobody to clean them, nobody to clean up the park.
- 1586 You know, so that would be something that I would, you know, highly recommend. If they were
1587 open, they would need somebody to clean them and somebody to oversee the park.
- 1588 So I know when we looked into the budget amendment back in October last year, it looked at
1589 putting the parks under recreation and did, you know, present that. But it wasn't approved. So
1590 those park attendants, park rangers -- again, park attendants currently calling them now -- are under
1591 the Public Works under building --
- 1592 MAYOR MOTLEY BROOM: Okay. So this is a Public Works issue and, Dr. Adediran, you're
1593 still over Public Works; correct?
- 1594 CITY MANAGER ADEDIRAN: Yes. I'm still over Public Works, but the issue here is -- and I
1595 have the procurement, Ms. Mayor. We're working on it.
- 1596 We will have -- like, the Porta John we had over there at Phillips Park -- Phillips Park -- that they'll
1597 be -- the group will be responsible for cleaning it and, you know. And if it's vandalized, they'll be
1598 responsible.
- 1599 It won't be our -- because as I say there right now, it gets cold and all we need is one line freezing.
1600 And then we have busted pipes everywhere.
- 1601 MAYOR MOTLEY BROOM: So when -- when can the -- so -- so the -- which restrooms are
1602 closed right now?
- 1603 CITY MANAGER ADEDIRAN: No, it's not -- no. In a couple of weeks, it will be closed.

- 1604 MAYOR MOTLEY BROOM: When are they closing? What's the scheduled date?
- 1605 CITY MANAGER ADEDIRAN: Once Ms. Miller can arrange with the Porta John -- Porta Potty
1606 people. Yeah. That's when it'll be closed.
- 1607 MAYOR MOTLEY BROOM: And how long will they be closed?
- 1608 CITY MANAGER ADEDIRAN: Until spring. Sometime in March when weather warms back
1609 up.
- 1610 MAYOR MOTLEY BROOM: Okay. So this has been a -- a -- an issue that -- we -- we haven't
1611 really dealt with this before, so I know that there was some -- some concern in the community
1612 about it. It especially considering at least the Barrett Park restrooms were open relatively recently.
1613 So who's going to be in charge of making sure that the Porta Potties are cleaned?
- 1614 CITY MANAGER ADEDIRAN: The contractor that we contract with. They will be responsible
1615 for making sure it's clean. They have crews that go around to clean it up.
- 1616 MAYOR MOTLEY BROOM: And -- so in regard to -- and where in the -- the budget, where --
1617 where is that coming from? Is that -- is this budgeted work?
- 1618 CITY MANAGER ADEDIRAN: I -- I'll find, you know -- I'll work with my finance director and
1619 we'll find -- it's not like it's a whole lot of money. No. It's not.
- 1620 MAYOR MOTLEY BROOM: Any idea how much it will cost?
- 1621 CITY MANAGER ADEDIRAN: No. No, not right now until she can contact the contractors, and
1622 they give us some idea as to how much it will cost. I don't have any costs. Not yet.
- 1623 MAYOR MOTLEY BROOM: Okay.
- 1624 COUNCILMAN CARN: City -- City Manager --.
- 1625 COUNCILWOMAN MCKENZIE: Yeah. I know --
- 1626 COUNCILMAN CARN: -- a couple of things. Add a little context to this. Actually we have dealt
1627 with this before. Some stuff predates some folks up here.
- 1628 CITY MANAGER ADEDIRAN: Okay.
- 1629 COUNCILMAN CARN: In terms of the restrooms, it's been a contentious issue. When we put in
1630 Phillips Park restrooms, I remember Chuck was pretty shocked at the price of \$84,000 at that time.
1631 And he -- he couldn't believe it.

1632 You know, that's the price of a small house. And essentially Zupp's restrooms, they were closed
1633 during the winter months. We were, kind of, agonizing over opening Phillips or not. In addition
1634 to the issues of pipe freezing, they were --

1635 CITY MANAGER ADEDIRAN: Yes.

1636 COUNCILMAN CARN: -- and issues of vandalism, which obviously have occurred in parks. But
1637 there was a third issue that was a big concern and a contributing factor to the kind of, decisions
1638 that we came up with up here.

1639 There was also the issue of homelessness. Homelessness, which is a big issue in every city, and
1640 something that a lot of cities sweep under the rug. We're, kind of, torn with a lot of those situations
1641 in terms of exactly what we're going to do.

1642 Now, is there a huge demand for restrooms being opened during the dead of winter? I don't know.
1643 I guess, Michelle, you've been here longest. Did Parks and Rec, kind of, determine if there's a big
1644 -- picked up demand for that or not.

1645 Is Porta Potties the answer? Maybe so. I guess, at some point we need to maybe -- maybe in the
1646 next meeting -- this is why we need a December 16th meeting as well. I'm going to talk about that
1647 in my comments -- to make sure we make decisions on what we got, and the direction we need to
1648 go in, which is going to be best for all of our residents.

1649 I don't like the idea of having one set of restrooms closed and one set of restrooms open. But we
1650 need to come to a consensus on this body in terms of what the preferences of the residents are
1651 because we represent residents.

1652 I talked to the residents, and we want to hear from our residents. So I think we need to probably,
1653 you know, let -- let -- let -- let -- let's take a look at it and figure out what's the best mix. And you
1654 need Public Works in on that conversation as well, I would imagine.

1655 So -- so let -- let -- let's -- let's be really careful about it. The vandalism, kind of, surprised me at
1656 the new -- new park, but Councilmember Clay, you know, first he was totally against those
1657 restrooms.

1658 Then he heard from his residents and he capitulated and went with the residents -- what the people
1659 wanted, which is usually the best thing to do. But he was worried about vandalism going on if we
1660 did it.

1661 And I said, well, it's happened in the other parks. It's probably going to happen in that park's
1662 restroom as well. So, you know, some of the things that you just, you know -- this is the cost of
1663 doing business, so -- so if we do the Porta Potties or if we open them or whatever have you, I think
1664 we probably need to put it on an agenda.

1665 Everybody's got a couple of meetings before the end of the year, probably community meetings.
1666 Maybe get some feedback from your folks, and see what they think about, you know, so -- so I --

1667 I think we maybe don't need to make a rash decision on it. Maybe we need to just put a little
1668 thought to it and see what we come up with. That's just my two cents.

1669 COUNCILWOMAN MCKENZIE: Okay. I want just to chime in since we are talking about the
1670 restrooms in my Ward. Of course, I inherited this project. It wasn't completed at the time when I
1671 was elected and sworn in, but we did recently -- and it was -- there was a lot of chatter in the
1672 community because it was an expensive restroom.

1673 And I want to say that one more time. It was an expensive restroom and because it is a smart, safe
1674 restroom, it -- it -- it -- vandalizing this type of facility cost us more in the long run in terms of --
1675 of -- of repairs. Some things are still under warranties; is that correct, Mr. Hicks? Because we
1676 haven't -- this -- this particular, okay --

1677 CITY MANAGER ADEDIRAN: No.

1678 COUNCILWOMAN MCKENZIE: I know there was one thing that somebody came out and fixed
1679 one time, I think. But here's the thing. Here's the situation. Everybody, when we start talking
1680 about cost, let's look at this.

1681 I'm a financial person. You look at the cost to keep these restrooms open from now until the spring.
1682 We don't have park attendants. Okay. So we have to pay park attendants to be at those restrooms
1683 while the restrooms are supposed to be open seven days a week. That's a cost.

1684 But then also what's been going on now, say we don't pay the -- the extra -- the attendants. Let's
1685 say that we just let them be open, and then we continue to have them vandalized over and over and
1686 over again. What about the costs associated with that?

1687 So when I spoke with the City Manager about this, he had concerns about pipes and the winterizing
1688 of the -- the restroom facility, which also would cost us. And we -- we -- for those of you that are
1689 aware of this project, we did have some problems initially with the -- the water -- the system -- I
1690 think, the pipes. Michelle, you can probably tell me more in terms of how and when that was going
1691 up. You know, so --

1692 MS. MICHELLE JOHNSON: Also, we didn't have any sewer lines.

1693 COUNCILWOMAN MCKENZIE: Sewer lines, right? So we had, -- you know, so there -- there
1694 were costs that -- that -- that -- so you don't want have those lines freeze up. It is just a lot of
1695 maintenance, and there's still some things that we need to -- I will say as a Councilmember, I don't
1696 feel very positive about keeping the restrooms open until we come up with a better strategy for
1697 how to maintain them.

1698 How to -- and again keeping them clean, and also really getting to the bottom of -- like I said earlier
1699 to Chief of Police; if you have a camera system, you need to have somebody monitoring the camera
1700 system.

1701 If you have a smart-save restroom, you need to have somebody monitoring letting people in the
1702 restroom. At this point in time, the only people that can get in those restrooms are people that have
1703 codes.

1704 And if you don't have a code, that's why we're having more vandalism because when a person gets
1705 in there, a lot of time they're pissed off because somebody may have let them in.

1706 And we had guys that were doing the pickleball and the tennis court resurfacing, and they were
1707 having issues with being able to get into the restrooms even when we had attendants. So I have a
1708 lot of concerns about how we're going to move forward with these restrooms.

1709 I'd like for us to take this time over the next few months and begin to work on a plan for how we
1710 want to keep these restrooms maintained. And in terms of financing, if you keep them open, it is
1711 going to cost you a lot more than for us to get some Porta Potties, pay somebody to contract,
1712 because that's what we were doing before we had those restrooms.

1713 We had those Porta Potties -- I think those Porta Potties were almost in there for a good year or
1714 more. I remember, you know, we -- we didn't even close up the Porta Potties until after the restroom
1715 facility was open for a few weeks, maybe up to a month. So it is a neighborhood park. It is very
1716 nice to have the restrooms.

1717 We've made it for all these years without having the fancy restroom. And my thing is, I don't want
1718 to spend any more taxpayer dollars on maintaining a restroom that we could find a better strategy
1719 for the next few months.

1720 CITY MANAGER ADEDIRAN: And, Ma'am, to add every locality I've worked in, except for
1721 City of Miami where it's warm year round, even during the winter -- every city on the east coast
1722 that I've worked during the winter months; they winterize the lines; put anti-freeze in there so the
1723 lines does not freeze and always have it for them.

1724 And that's -- when I first came here last year, I told you the same thing. I mean, that's what I -- I
1725 mean, it will cost more, and right now we don't even have people to clean it up. Councilman Clay
1726 sends me pictures.

1727 COUNCILWOMAN MCKENZIE: Every week.

1728 CITY MANAGER ADEDIRAN: Okay. Of -- of -- you know, I mean, it -- it -- it's -- we don't --
1729 we don't have, you know, people to clean it up. But if we go the other way, the contractors will
1730 clean the -- they'll make sure it's cleaned every -- every day, and we don't have to worry about the
1731 lines freezing and busting and costing us money to try to -- to fix it.

1732 MAYOR MOTLEY BROOM: So what if we get contractors to clean the restrooms that we have
1733 instead of getting Porta Potties?

1734 CITY MANAGER ADEDIRAN: Then what about when they freeze? Then what do you do?

1735 MAYOR MOTLEY BROOM: I think that instead of approaching a freeze, we -- we -- we typically
1736 can look at freezing late December through January, early February. And I understand, I mean,
1737 you -- you've worked in what, Virginia?

1738 CITY MANAGER ADEDIRAN: Yes, I worked in -- yeah. I worked in Virginia.

1739 MAYOR MOTLEY BROOM: It's a little further north from here. And then -- and then Miami.
1740 So I understand Miami, why they're not winterizing, and we're, sort of, in between. But sorry -- is
1741 it -- you -- I'm sorry. Okay. All right. So do you want to finish your conversation?

1742 COUNCILWOMAN MCKENZIE: I was still speaking. I mean, you -- you --

1743 MAYOR MOTLEY BROOM: Oh. I'm sorry. Go right ahead. I'm sorry. I didn't mean to interrupt.

1744 COUNCILMAN CARN: This was legislative discussion actually, so this is just us actually.

1745 MAYOR MOTLEY BROOM: Okay.

1746 CITY MANAGER ADEDIRAN: And -- and you don't have heat -- you don't have no heat in those
1747 restrooms neither.

1748 MAYOR MOTLEY BROOM: I understand, sir. I -- I -- well, I -- there's -- I think, like, from a
1749 geographic standpoint, I understand why Virginia would winterize, but what about finding
1750 someone to contract to clean the restrooms that we have? If we don't have sufficient staff to do
1751 that, why -- why can't we do that?

1752 CITY MANAGER ADEDIRAN: Ma'am, it gets -- it gets cold -- I was here in Georgia last -- this
1753 past winter, and it got cold. That was 30 degrees. Freezing -- freezing point for water is 32 degrees.

1754 MAYOR MOTLEY BROOM: I'm aware that freezing point for water is 32 degrees. I'm asking
1755 why we can't get -- why we can't contract because I heard two separate --

1756 CITY MANAGER ADEDIRAN: Ma'am, the line will freeze then what?

1757 MAYOR MOTLEY BROOM: Why -- why are you raising your voice at me?

1758 CITY MANAGER ADEDIRAN: I'm not raising my voice, you know. I said the line will freeze
1759 then what?

1760 MAYOR MOTLEY BROOM: I'm -- I'm talking about two separate issues. It sounds like we don't
1761 have sufficient staff to clean the facilities; correct?

1762 CITY MANAGER ADEDIRAN: I mean, that's just one issue. But I -- I made the suggestion last
1763 -- last year for us to win -- didn't I make that suggestion last year to winterize, you know, the -- the
1764 bathrooms and get a Porta John last year.

- 1765 MAYOR MOTLEY BROOM: I understand. I'm -- I'm talking about two separate issues because
1766 it sounds like we got an issue with the cleanliness of the restrooms; correct?
- 1767 CITY MANAGER ADEDIRAN: That's just some minor though. I mean, it still get clean.
- 1768 MAYOR MOTLEY BROOM: So I'm hearing that we have issues with the cleanliness of the
1769 restrooms. Can we get a contracted company to clean the restrooms if we have insufficient staff
1770 to do so?
- 1771 COUNCILWOMAN MCKENZIE: I would like to respond to that.
- 1772 MAYOR MOTLEY BROOM: I have the floor, Councilmember McKenzie.
- 1773 COUNCILWOMAN MCKENZIE: Will you yield to me for me to respond to that?
- 1774 MAYOR MOTLEY BROOM: I -- I'm just asking the question.
- 1775 COUNCILWOMAN MCKENZIE: I -- I -- I was the one who started that conversation about that
1776 -- that piece, so I would like to respond to that, Mayor Motley Broom.
- 1777 MAYOR MOTLEY BROOM: I'm -- I'm asking the City Manager because he runs the day-to-day
1778 operations.
- 1779 COUNCILWOMAN MCKENZIE: Yes, but I -- I would like to respond to that question.
- 1780 MAYOR MOTLEY BROOM: But I'm asking that -- Councilmember, I'm asking the City Manager
1781 because this is how -- this is his purview.
- 1782 COUNCILWOMAN MCKENZIE: City Manager --
- 1783 MAYOR MOTLEY BROOM: So I'm just asking a question. I'm just asking a question. Can we
1784 get --
- 1785 CITY MANAGER ADEDIRAN: (Indiscernible)
- 1786 COUNCILWOMAN MCKENZIE: Thank you. City Manager is --
- 1787 (Councilman Gay left the room at 10:19 p.m.)
- 1788 MAYOR MOTLEY BROOM: City Manager Adediran, I'm asking you a question. Can we get
1789 someone to contract to clean the restroom? That's the only question.
- 1790 CITY MANAGER ADEDIRAN: Ma'am, it -- it's way beyond just contracting somebody to clean.
1791 We talking about the lines freezing and then you have, you know, water busting everywhere. Your
1792 sewer line freezing and you have stuff everywhere and then EPA coming here. Then you will be
1793 the one pointing fingers at me. Why -- why don't you do --

- 1794 MAYOR MOTLEY BROOM: No. You're pointing fingers at me.
- 1795 CITY MANAGER ADEDIRAN: No. No. You know --
- 1796 DEPUTY CITY CLERK: Mayor-Council. Mayor-Council, just -- I'm sorry to interrupt.
- 1797 CITY MANAGER ADEDIRAN and COUNCILMEMBERS: (Indiscernible conversations)
- 1798 MAYOR MOTLEY BROOM: I asking you not do that. I'm not talking about the freezing lines,
1799 sir.
- 1800 CITY MANAGER ADEDIRAN: What -- what -- what --
- 1801 MAYOR MOTLEY BROOM: No. Sir. I'm asking my questions.
- 1802 COUNCILMAN CARN: Well -- well -- well, City Attorney, we were discussing legislative
1803 matters, were we not?
- 1804 CITY ATTORNEY DENMARK: I thought we were.
- 1805 COUNCILWOMAN MCKENZIE: Yes.
- 1806 MAYOR MOTLEY BROOM: No. This is -- this is the City Manager's report, and I can question
1807 him in the report. I'm -- I'm asking about two separate things.
- 1808 CITY MANAGER ADEDIRAN: It is not in my report though. No. That's not part of my -- no,
1809 no, no.
- 1810 MAYOR MOTLEY BROOM: This -- this is your report, sir.
- 1811 CITY MANAGER ADEDIRAN: No, no, no. That's -- you asked -- you asked the question. That's
1812 not in my report. My report was --
- 1813 MAYOR MOTLEY BROOM: Your report --
- 1814 CITY MANAGER ADEDIRAN: -- the event about the voting and the Halloween and that was it.
1815 And you asked the question about the -- about, you know, the bathrooms and what have you. That's
1816 why I call -- I call her up. It wasn't in my report. No.
- 1817 MAYOR MOTLEY BROOM: Sir, I -- I've read your report. There are elements of all departments,
1818 and so I'm asking about these issues because people have raised them with me.
- 1819 COUNCILMAN CARN: Can I make --
- 1820 MAYOR MOTLEY BROOM: And so I'm -- I'm still asking the same -- please stop interrupting
1821 me. I just want to ask the question. Can we get contract to get the bathrooms cleaned through

1822 another company? I'm -- freezing aside. I'm just asking about the cleanliness issue. Is that
1823 possible?

1824 CITY MANAGER ADEDIRAN: Ma'am, since I run the day-to-day operation of the city, and I
1825 know what's best for the city, that's what I will do. I will shut it down. We winterize it, and then I
1826 get a Porta Potty there and -- and case closed, Ma'am.

1827 MAYOR MOTLEY BROOM: Mr. City Manager, I'm asking -- I'm asking a yes or no question.

1828 COUNCILMAN CARN: I agree.

1829 MAYOR MOTLEY BROOM: I -- I'm asking a yes or no question. Can we contract with a private
1830 company to clean the restrooms? That's all I'm asking. It's a yes or no question.

1831 COUNCILWOMAN MCKENZIE: I've asked -- I asked to respond to that question, Mayor Motley
1832 Broom.

1833 MAYOR MOTLEY BROOM: I know, but I'm asking -- I'm asking this --

1834 COUNCILWOMAN MCKENZIE: He's yielded it to me, and he said to let me answer the question.
1835 So --

1836 MAYOR MOTLEY BROOM: But I'm asking the City Manager because it is his purview asking
1837 -- I'm asking a yes or no question.

1838 COUNCILWOMAN MCKENZIE: I have a response to that question because you're going to keep
1839 asking him, and we're going to go through this over and over and over again, and we are wasting
1840 time now.

1841 MAYOR MOTLEY BROOM: I know. If he could just answer the question --

1842 COUNCILWOMAN MCKENZIE: So I will give the answer. The answer to the question is simply
1843 that, yes; we could pay a contractor to come and clean, but we need more than cleaning. The issue
1844 is not just keeping the restrooms clean.

1845 The issue is monitoring the restrooms as well. The only people that can get in the restrooms now
1846 are people that have QR codes or some type of a code. So finding someone to clean the restrooms
1847 does not address the issue of certain people being able to get in, certain people not being able to
1848 get in.

1849 And then also to pay a company, is not a financial issue per se alone. We could even have possibly
1850 attendants throughout the year, but that is even more costly, and you still are not addressing all of
1851 the issues.

1852 So the answer to the question is, first and foremost -- I believe what the City -- what I heard the
1853 City Manager say, first and foremost, we are concerned about the facility itself, and we want to
1854 make sure that we don't have pipes bursting.

1855 It's an expensive facility for us to have to deal with all of these issues that can be avoided. Shutting
1856 it down takes care of that. At the end of the day, we want to provide our citizens with a restroom,
1857 which could be a Porta Potty. It is the least expensive route to go, and it addresses all of the issues.

1858 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. I still have questions about
1859 this because since we don't know the price of the Porta Potties and we don't know where that money
1860 is coming from, how do we know what the least expensive option is?

1861 I think we need an opportunity to -- as Councilmember Carn said -- discuss this a little bit more.
1862 And in the meantime, provide facilities to our residents and make sure that their needs are being
1863 met.

1864 Because I've certainly gotten quite a bit of feedback about this whole situation and -- and folks are
1865 not happy. And I -- I certainly understand -- I'm sorry, did you want to -- did you want to say
1866 something?

1867 COUNCILWOMAN ARNOLD: I will, but I'll let you finish first. I was talking to Councilman
1868 Carn.

1869 MAYOR MOTLEY BROOM: Okay. I -- I think that we could do a much better job of
1870 communicating this to our residents. The -- and -- and just explaining to them the logic behind it
1871 because there -- there are folks who are -- who are just really confused about this, and I'm confused
1872 about A, where this money is coming from.

1873 And also -- I mean, what is -- this -- this -- in -- in terms of the Barrett Park restroom and Zupp
1874 Park because I know that we've had issues at Zupp Park as well. I -- I'd like to -- to see a plan
1875 about how we tackle this and, Dr. Adediran --

1876 CITY MANAGER ADEDIRAN: Yes, ma'am.

1877 MAYOR MOTLEY BROOM: I would like to see a plan about how we tackle this. About what
1878 the plan is to address some of the issues that we're dealing with. We can't just shut it down, and
1879 then open it up again because it -- and then to have the same issues.

1880 We -- our restrooms -- I do think -- people are in those parks every day; whether it's cold, whether
1881 it's hot. Obviously, we see more people in the summer in our parks, but people use them year
1882 round. So if we're going to provide a service, then we need to think about how we approach finding
1883 that, so. Councilmember Carn.

1884 COUNCILMAN CARN: Michelle, a couple of questions. You've been here with Parks and Rec
1885 for a minute. You weren't the director of the department, but you've seen, kind of, some of the ins
1886 and outs. We generally shut down the restrooms in the wintertime; is that right?

1887 MS. MICHELLE JOHNSON: So when I look back today at the budget for parks -- because I think
1888 some of the issues that happened around Covid was a parks budget disappeared between going
1889 back and forth --

1890 COUNCILMAN CARN: Okay, but what I'm talking about is -- what I'm talking about is College
1891 Park BC, which was College Park before Covid.

1892 MS. MICHELLE JOHNSON: Yeah.

1893 COUNCILMAN CARN: Okay. Generally we shut down the restrooms in the wintertime. Did
1894 we ever get significant issues and -- and -- and -- and significant complaints about that?

1895 MS. MICHELLE JOHNSON: Well, we didn't do it equally, so Phillips Park stayed open. Zupp
1896 closed. So that's -- that's what was done.

1897 COUNCILMAN CARN: Well, and that was -- that was -- that was -- that was Chuck's selection.

1898 MS. MICHELLE JOHNSON: I think I -- I -- no, that was before -- before me. I just know that it
1899 was -- it was --

1900 COUNCILMAN CARN: That -- that was -- that was a preference. Now, we each have these Parks
1901 -- that represent the residents in the park. And my thing, whatever Councilwoman McKenzie wants
1902 to do in -- in -- in her park is fine with me. Council -- Councilmember Gay and -- and -- and
1903 myself, we -- we kind of handle the restrooms sitting in between both of our Wards and Phillips
1904 Park.

1905 I'm inclined to -- to -- to -- to -- if we -- if we do the shutdown and -- and an option for Porta Potties,
1906 but there's not a whole lot of demand, you know, necessarily either way.

1907 I think a lot of residents -- Phillips Park, if you put a Porta Potty out there in the winter time, they
1908 probably would not want to use it anyhow. But in terms of Ward 1 park, I mean, that -- that should
1909 be up to the Ward 1 Councilmember.

1910 MS. MICHELLE JOHNSON: And I think that -- I think that you're addressing exactly what --
1911 what was -- how it was handled.

1912 COUNCILMAN CARN: That's fine either way. Whatever -- whatever -- whatever Ward 1 wants
1913 to do is fine with me.

1914 COUNCILWOMAN MCKENZIE: Yes. And that's -- that is -- that is from after discussing this
1915 matter with the City Manager -- which he did discuss, we have been again weekly receiving reports
1916 of vandalism, of pictures because of people being frustrated.

1917 And that is basically because we don't have the attendants, and we don't have the restroom being
1918 monitored. So we've got to -- that -- that's first and foremost.

1919 MS. MICHELLE JOHNSON: Yeah. And -- and Dr. Emmanuel and I talked at length when we
1920 were working on the budget modification and what the needs would be; and again, this is not my
1921 purview, but the recommendation was to have year-round park attendants and somebody to patrol
1922 all the parks, so that if you do, you know, my livelihood's been children, and we go to the park.
1923 That was the point of the restrooms was to be available for them to be used.

1924 But you also want clean and you want -- there is -- there was some issues with vandalism along
1925 with people living if you keep them open. So, you know, we want to make sure we're safe. So I
1926 know that's a discussion that we'll have, I'm sure, moving forward on what needs to be done. But
1927 it --

1928 COUNCILWOMAN MCKENZIE: Yeah. We've definitely got to sit down and address it.

1929 CITY MANAGER ADEDIRAN: I've worked in areas where homeless people live in that
1930 bathroom, and you can't even go in there and use it. They -- they will threaten you when it's cold.

1931 COUNCILMAN CARN: Not to mention all the squatter laws. They may try to claim that's their
1932 domicile.

1933 CITY MANAGER ADEDIRAN: I -- I mean, even when we took the tall -- Chief, well, didn't we
1934 see people cooking outside when we took, you know, the same Barrett Park. The same Barrett
1935 Park.

1936 COUNCILWOMAN MCKENZIE: After the park was closed, there were people in there cooking
1937 in the dark at 10 o'clock at night, and they said they were homeless.

1938 MAYOR MOTLEY BROOM: All right.

1939 *Councilman Gay left the Council Chambers at 10:19 pm*

1940 DEPUTY CITY CLERK: Okay. Moving along to Council reports. Just be mindful not to talk
1941 over each other, Councilors. I know it's a little hard, just so she can hear it correctly.

1942 COUNCILWOMAN MCKENZIE: The Mayor goes first. Oh, yes. Madam Mayor.

1943 MAYOR MOTLEY BROOM: Thanks. So wanted to thank the police department and all of our
1944 community partners for an amazing, amazing 2024 trunk or treat. So great. It was just so much
1945 fun. And it is incredible the turnout from the community and how much everyone supports the
1946 event. And especially want to thank our community police officers for all of the connections that
1947 they make. We had so many departments there from the Marshalls; the Sheriff; South Fulton; East
1948 Point; Union City. I know I'm probably forgetting someone.

1949 We had so many community organizations. It takes a village for this event to make it as successful
1950 as it is. I know I did not make it into the haunted house, but I know there were some screams.
1951 Want to thank a certain unnamed -- I'm forgetting it -- shoot, I'm -- I'm forgetting it. The Chainsaw.
1952 An unnamed chainsaw wielder who -- who usually fights fires for us.

- 1953 COUNCILWOMAN MCKENZIE: Sal Burley. Sal.
- 1954 MAYOR MOTLEY BROOM: I -- I know. I -- I wasn't thinking of his name. I -- I knew who he
1955 was. I -- yes. I was just -- could not remember what a chainsaw was, but thank you,
1956 Councilmember McKenzie.
- 1957 Anyway, so it was just such a great event and the fun continued for Halloween on Rugby. I think
1958 I handed out probably, oh gosh, it -- it was several thousand pieces of candy, lots and lots of gummy
1959 bears.
- 1960 But we had such an amazing night because all these families showed up, all these kids showed up,
1961 and there was nothing but fun. Everyone was just out having a great time. And thanks again to
1962 the police department for making sure that everyone was safe during that event.
- 1963 Thanks to the Women's Club for their annual Halloweenie event. I think they sold out of hot dogs
1964 pretty soon. I was on my feet handing out candy for about four hours. Want to thank the Tau
1965 Epsilon Omega Chapter, of Alpha Kappa Alpha Sorority, Incorporated for inviting me to the cluster
1966 five regional meeting last weekend.
- 1967 They were having some important conversations, but they wanted some greetings on behalf of the
1968 City of College Park, and I was certainly happy to give them because of what the Tau Epsilon
1969 Omega Chapter does for our city knows no bounds, whether you're looking at a little free library.
- 1970 They were there for us at trunk or treat. Every single time we ask for their assistance, they are here
1971 helping us build the community that we deserve.
- 1972 So thank you to the ladies of Alpha Kappa Alpha Sorority, Incorporated for all that you do in our
1973 community every single day. And it was such a pleasure to address the entire regional meeting last
1974 Saturday.
- 1975 Also, want to talk a little bit about some time on the road. As First Vice President of the Georgia
1976 Municipal Association, I had the opportunity -- last week we were in Adairsville and Reynolds at
1977 the district meetings, talking about important aspects of policy that is -- that has happened including
1978 House Bill 581.
- 1979 For those of you who are voting tomorrow, it will be the first constitutional amendment on your
1980 ballot, and it will determine how -- or whether or not there is a floating homestead exemption for
1981 -- for property owners across the state.
- 1982 That's widely expected to pass, but municipalities and other local governments have the
1983 opportunity to opt out of that. And so those discussions are happening across Georgia. So you're
1984 bringing that information to each district within the -- within the GMA districts.
- 1985 And so I was in District 1 in -- in Adairsville, District 8 in Reynolds, and we also discussed the
1986 PTSD insurance that has to -- that goes into effect on January 1st for all first responders. And that

1987 is a buy-in program for the entirety of -- of the state for folks who are for local municipalities. And
1988 GMA has purchased coverage for the entire -- all 536 cities.

1989 And each city has to respond to GMA to make sure that they are paying their \$150 per first
1990 responder to cover that PTSD insurance. I think we still need to do that based upon the feedback
1991 that they gave me at the meeting.

1992 So hopefully we can move forward on -- on that aspect of making sure that our first responders are
1993 covered. And we are in compliance by January 1st. And tomorrow -- tomorrow is Election Day.
1994 Got my little vote button.

1995 Want to make sure if you have not voted, you have to go at your precinct tomorrow. You can go
1996 to mvp.sos.ga.gov to find your precinct. That is mvp.sos.ga.gov. And you can vote from 7:00 a.m.,
1997 to 7:00 p.m. If you are in line by 7:00 p.m., no matter what, you can still vote. Do not get out of
1998 line. If you were there, you can vote.

1999 And this is such a critical election for so many reasons. Your voice needs to be heard. We all know
2000 we've seen the commercials. We've gotten all the mailers and everything. Georgia is a pivotal
2001 state.

2002 So making sure that you are getting your voice heard and standing up for what you believe in and
2003 making sure that your vote is counted is absolutely critical. My husband and I did it last week. It
2004 was an easy breezy process.

2005 I want to thank our recreation department for opening their doors to the Conley Recreation Center.
2006 I know that we got a lot of feedback about how smooth that process was, and it made -- it made it
2007 close by for folks.

2008 And we -- I know we got a ton of people coming in there at a steady pace to make sure that they -
2009 - they voted early, and hopefully we won't all have to stay up till 4:00 a.m. or anything with those
2010 -- with those results coming in.

2011 But certainly looking forward to -- to getting through that as well. I think that's all I've got.
2012 Councilwoman McKenzie,

2013 COUNCILWOMAN MCKENZIE: Yes. In an effort to stick to the decision that we all made to
2014 have five-minute remarks, I have been preparing a video remarks for our end of meeting. Thank
2015 you, Queenie.

2016 (Video plays)

2017 This is Councilwoman Jamelle McKenzie from Ward 1 with my November 4th report. On
2018 Saturday, November 2nd, we had our final meeting for Ward 1 for the year.

2019 During this time, Ms. Lyndell Miller from Purchasing came and shared with us as well as Dr.
 2020 Leithe Williams from the Empowerment Zone shared about the STEAM program that we have
 2021 going on for our youth.

2022 In addition, I'm excited because we will be opening up computer labs at both the Brady and Conley
 2023 Recreation Centers. This is an amazing opportunity for the persons in our city who don't have
 2024 access to computers to be able to use the computers at the recreation centers, and we're looking
 2025 forward to that.

2026 The Flint River Preserve. We had gotten reports that there were vagrants and littering and trash
 2027 and I want to thank our Public Works staff and our Public Safety staff for getting that cleaned up
 2028 this past November 1st. Thank you so much.

2029 Community Enhancements. Many of you may be aware that I put \$994,000 into our 2024-25
 2030 budget so that we could be able to address some concerns for our communities and make you a
 2031 priority.

2032 We have begun this process, and I'm really excited. I wanted you all just to get a chance to see
 2033 how those funds are being spent and where they're coming from.

2034 Barrett Park. Our restrooms will be closed at Barrett Park from the -- until the end of winter. But
 2035 we will have Porta Potties on site.

2036 Brady Trail Improvements. We finished the first of three phases: Citizen involvement, planning,
 2037 and getting our staff in Ward 1 on board for the Brady Trail upgrade. The plan is to have the trail
 2038 cleaned up during the month of November and then to begin to install lighting in December.

2039 There's lots planned for 2024, 25. Our City Hall lawn now has its own identity. I want to thank
 2040 those of you that participated in the survey to name the lawn. Our new name is College Park
 2041 Memorial Commons.

2042 Main Street has been getting a cleanup. I want to thank our Public Works staff again for that
 2043 cleaning. Here are some pictures to show you before and after for some of the sidewalk cleaning.
 2044 We want to keep College Park beautiful which means we've got to keep College Park clean.

2045 On October 26th, we walked with Ms. Pam Grier to bring awareness to breast cancer. Pam is a
 2046 19-year survivor of cancer. 2.3 million persons are dealing with cancer every single year, and we
 2047 wanted to honor them.

2048 Here's a little information in terms of some of the projects that we have completed and that we are
 2049 still working on. We have completed one way streets on John Calvin and Hemphill. We also have
 2050 created handicap parking spaces on Rugby and Columbia off of Main Street.

2051 And then on Reed Street, we have installed some no parking signs for illegal parking that has been
 2052 occurring on private property. Some projects that are currently underway are removing trees on
 2053 Walker and Lyle; resurfacing on the streeting on John Calvin.

2054 And then we also want to do a concrete pad for our bus stops on Washington Road. We've got a
2055 few more things that are going on and then we also have some projects that you have asked for
2056 such as speed bumps on Pierce, four way stops.

2057 If you have any other areas that you'd like to see or you have concerns, please feel free to reach
2058 out and let me know.

2059 Ward 1 business updates. We've had quite a few new businesses come into our Ward over the past
2060 few weeks.

2061 We have a new grocery store called Sure Save Market, and they've got a great barbecue spot called
2062 Dickey's inside. Check it out. Then we have C'est la Vie which is a bakery that just opened up at
2063 3727 Main Street, and it is a must.

2064 We've got our own Starbucks. Liquified Juice Bar opened up in October as well. They had their
2065 grand opening and ribbon cutting, and we're so happy to share with them. This is a family-owned
2066 business.

2067 And yesterday our very own Ms. Roshawn Dorsey (indiscernible) had an arts workshop and an
2068 empowerment concert. It was awesome and involved several of our local youth. Thank you and
2069 a shout out to Ms. Ro. Tomorrow is Election Day. Please make sure to vote.

2070 Your vote counts. And finally, I want to just remind you that you still have till November 21st to
2071 complete our curbside recycling survey which will help to let us know what you want in terms of
2072 curbside recycling in our city.

2073 This is Councilwoman Jamelle McKenzie serving you, creating a city that thrives and not just
2074 survives. Have a wonderful rest of your week, College Park and worldwide.

2075 MAYOR MOTLEY BROOM: Councilmember Carn.

2076 COUNCILMAN CARN: All right. Great presentation. I got to step up my video game. City
2077 Manager, I want to thank you for all the hard work. It's been a tough year, but that year is not over
2078 yet, and we have a lot of work to do.

2079 I do believe we are in serious need of the December 16th meeting. City Manager, right now I need
2080 all hands on deck through the holidays, and that includes us.

2081 We have a list of community enhancements. I've got a laundry list of other things that I need to
2082 see and get done and get in the pipelines now. I've got residents who need crosswalks right now,
2083 and I don't want to wait until an accident happens.

2084 Chief, we've had how many deaths on these crosswalks? Two many. Is that right? Far too many
2085 with no crosswalks, I don't want a week to go by where I can't get this stuff on the agenda and get
2086 some of this stuff through the pipeline.

2087 This is stuff that people are in need of. I think we made some good progress tonight, and I want
2088 the public to understand we are being proactive in listening to the concerns of the residents tonight.

2089 We've doubled the number of code enforcement officers. We doubled it. We significantly
2090 increased sanitation to get some help in that incremental litter area; in those areas that are missed;
2091 in those high traffic areas.

2092 This is important stuff in terms of attracting businesses. This is important stuff in terms of creating
2093 a better quality of life citywide. This is important stuff that we passed in terms of eliminating any
2094 blight in this community.

2095 So I want to thank you all for the support, and we're doing this together as a team, and we are
2096 getting it done. Also, on the 16th, I want to do a full year-end wrap up. This has been one dynamic
2097 year, but if you're listening to the news media, you might think otherwise.

2098 Well, we know better, and we know the things that we've accomplished in the first and the
2099 tremendous accomplishments that we have made and the strides we've made this year. Only one
2100 problem, City Manager, residents may not know about it. They all don't come to this council
2101 meeting. They all don't watch on video.

2102 So we want to have something for the record that shows what we got accomplished, and what we
2103 got done here. We're talking about good things in this community, and that's what we're going to
2104 keep talking about. The good things that we're getting done in this community.

2105 No city is perfect, but we're working and striving towards perfection. There are things that we
2106 have to finish though. We committed to a lot of stuff this year. We committed to the rebuilding of
2107 the Six West streets for our historic black colleges and universities as well as for some of our legacy
2108 families who lives within the Six West footprint.

2109 I want to wrap that up and I want to make sure we get that completed and we deliver on those
2110 promises. We committed to depositing 25 percent of our city funds into an African American
2111 owned financial institution.

2112 We committed to that not one year, but two consecutive years. And for some reason, it was shot
2113 down, slowed down, and stopped one way or another. Well, I'm not going to let another year go
2114 by where that gets stopped and slowed down for a third year.

2115 We want to deliver on that commitment. City Manager, at this point we do have an institution that
2116 is capable of accepting the funds -- that's interested in accepting the funds. And our primary city
2117 depository, which is Truist Bank, said themselves that they support this initiative.

2118 Not that we need their approval, but even they signed off on it and said it would be a great idea.
2119 So we got some work to finish -- finish things out here. You know, when you come close to the
2120 finish line, folks, you don't slow down.

2121 When you're near the finish line, you speed up. And that's what I intend on doing. We got a lot of
2122 work to finish out and to get done here. I do want us to have a second agenda -- a second council
2123 meeting on December 16th. I'm going to make that in a motion.

2124 We got some finishing up, and we still got some work to do, and I want to make sure the public
2125 knows we're wrapping this year up in record style. And this is going to be a banner year of us
2126 getting a lot of things accomplished.

2127 And we want to make sure that the public in metro Atlanta; our state officials; our county officials
2128 know all of the good things that we've done. I've said it many, many, many times up here. If you
2129 don't toot your own horn, folks, I guarantee you no other city is going to toot it for you.

2130 So we have to let our community know what we're getting done up here and the things that we're
2131 accomplishing and our initiatives that no other cities have. We got to let people know and talk
2132 about that. So I appreciate all the hard work, staff.

2133 I appreciate y'all bearing with us, but I'm not going to let up; not for half a second because when I
2134 get those calls, I'm going to respond. And there are a lot of things that we have to get done, and
2135 we have to try some new things. Had a great Halloween.

2136 I heard trunk or treat was really nice. I didn't make it to trunk or treat, but I had two fall festivals
2137 in my community, and they were very successful. We had some great kids and parents to come out
2138 and enjoy themselves.

2139 Chief Rogers, I want to thank you for you and your team coming out and helping us out at the
2140 events. They were wonderful events. Public Works did a great job in helping getting the park
2141 together after the storms and the hurricanes and flooding and everything else to make sure that the
2142 residents enjoyed themselves.

2143 So we're attempting to make sure that we cover as many bases as possible. You know, we're doing
2144 some big thinking in this city this year, and I think College Park needed some big thinkers on board.

2145 And I'm glad we got two new additional big thinkers on board to help with some of that, because
2146 this Council is ready to think big. And if you think this year was very productive and this year we
2147 got a lot accomplished, wait till 2025.

2148 We are just getting warmed up. Again, special thank you to staff. One last thing, City Manager, I
2149 wanted to at the next meeting or at the first December meeting, do a special recognition and
2150 proclamation for an individual that I think has gone overlooked over the last darn near 20 years of
2151 dedicated service in this city.

2152 We've got some great employees. We got great department heads. But our City Attorney is Mr.
2153 Winston Denmark -- and I can remember when he came on board with us. He came on board due
2154 to some serious generational changes in governance, and he hit the ground running.

2155 But it occurred to me that we have never actually properly recognized him or thanked him for the
2156 many years of service that he has given us. And he's taken us a pretty long way and gotten us out
2157 of a lot of potential litigation situations that we would have probably lost our way on had it not
2158 been for some good counseling.

2159 So, you know, we have to thank the folks that are working with us -- that are sticking with us. And
2160 he's been with us. He's been fussed at, cussed at, hollered at, and everything else. And I've often
2161 said to myself, I'm surprised he just hadn't threw his hands up at some point and said the heck with
2162 this because we probably can be a pretty challenging city to deal with.

2163 I imagine your wife would agree. But I wanted to recognize the work and the dedication that
2164 you've done with us, and we wanted to thank you in a special way that -- we thank you with a --
2165 with a paycheck.

2166 But I think a lot of times recognition is very important. Some staff members -- well, we consider
2167 all staff members family. But our City Attorney is not just a counselor and advisor. He is a part of
2168 this city's family, and we want to recognize him as such.

2169 And I'd like to make sure we put together a proper proclamation for him and bring your family out.
2170 And I don't know if any of the other cities have done this for you, but I know what you've done for
2171 us, so I can only speak to that. So we want to definitely recognize someone that I think has
2172 overlooked -- you know, he's given us advice.

2173 Sometimes I didn't like the advice, but you know what? He's the attorney, and he has the expertise,
2174 and he's kept us afloat thus far, and we've been in pretty good shape in terms of litigation over the
2175 last 20 years.

2176 And if we were to thank someone for keeping us in good shape legally, I have to point to that man
2177 right there to be the most directly responsible -- him and his team. So, anyway, I want to make
2178 sure we put that out there. Folks, we're making good progress, and we will keep the progress going
2179 in this city, so that's all I got today.

2180 Tomorrow is Election Day. The Mayor so eloquently said, folks, you got to vote. You're already
2181 paying for that vote. If you collect a paycheck or get a check of any kind -- retirement paycheck,
2182 those taxes come out of that check generally before you even see it.

2183 And it goes to folks like us that decide on how to spend your money. So tomorrow, do not let
2184 someone take your tax dollars and spend it on your behalf. Because when you don't vote, that's
2185 exactly what you do.

2186 You want to get your money's worth and make sure your money is spent in the direction you want
2187 it spent. So we want to encourage everybody to vote because you already paid for the vote, so you
2188 might as well use it, and you don't have to like politics or politicians. You're going to keep paying
2189 for that vote.

2190 So don't leave your money on the table for someone else to spend and spend in their neighborhoods.
2191 Because when you don't vote in your neighborhood, that money goes out of your neighborhood
2192 into a neighborhood that votes.

2193 So we want to keep that in mind whether you -- you know, whatever side of the aisle you're on. So
2194 that's all I got and thank you.

2195 MAYOR MOTLEY BROOM: Councilmember Arnold.

2196 COUNCILWOMAN ARNOLD: Thank you. So I too missed out on the trunk or treat this year. I
2197 did participate last year, but this year I had to travel again for work and -- but I was able to
2198 participate in some activities shortly thereafter over the past two weeks.

2199 I participated in the events that showcased and highlighted -- highlighted all of the amazing work
2200 and the things that are happening in our great city.

2201 So after traveling back on the evening of the 26th, I attended the ninth annual Liberian Economic
2202 Development Initiative Gala, where I welcomed the attendees to our great city. It was a remarkable
2203 event that not only recognized five community trailblazers, but also highlighted the importance of
2204 educational facilities.

2205 And in this case -- this particular case, it was a library with a technology center and to provide
2206 academic extension services within the community. And I thank -- I want to thank Rufus and
2207 Joanne -- excuse me, Joan McCordy for their vision and hard work, and I'm looking forward to
2208 working with them in the near future.

2209 On the 27th, I joined the illustrious staff, talented students, fabulous judges, and amazing founder
2210 of the Style Mobb University in their homecoming and hair talent pageant where they crowned the
2211 king and queen of beauty.

2212 SMU is our official university in the city, and it literally attracts students from around the world
2213 who come to learn how to be successful in the beauty industry. As a matter of fact, I met a student
2214 -- or a prospective student that was in from Canada who was looking to attend the school.

2215 Ms. Tiffane Nicol has created an HBCU- like educational opportunity for students offering
2216 financial aid, scholarships, student housing, a sorority, and includes rigorous academic programs
2217 that prepare students to successfully pass the state exam.

2218 It is an absolutely amazing program. If you haven't been by the university, I encourage you to go
2219 by just to see the amazing work and meet some of the students. On the 29th, we hosted the When
2220 We All Vote rally here in the city.

2221 And as Dr. Adediran mentioned earlier, the staff did an amazing job. I think that's what really
2222 warmed my heart was to see the -- the amount of young people that were there who were energized.
2223 They were engaged. They were encouraged. They were dancing.

2224 It was a whole party. And I think some of us got caught on video partying, but it was just -- it was
2225 good to see young people engaged and encouraging others to get out the vote, and the staff did an
2226 excellent job.

2227 And I agree with the City Manager's statements earlier that they did a wonderful job. And if I may
2228 take a personal moment of privilege here, on the 31st, I had the opportunity to travel to Macon,
2229 Georgia, to see my youngest son cross the burning sands into the Iota Eta Chapter of Alpha Phi
2230 Alpha at Mercer University, so congratulations to him and his 15 line brothers of the black and
2231 gold. And I see it another --

2232 COUNCILWOMAN MCKENZIE: There you go right there.

2233 COUNCILWOMAN ARNOLD: So it has been an amazing week to watch our young people, you
2234 know, those who are going to fill our shoes one day. They're going to step up and to just watch
2235 them be encouraged about voting; get engaged with their community; continue their education and
2236 I'm sure we all are encouraged and support that continuing engagement.

2237 In the coming weeks, I'm looking forward to planning a few more community events that will close
2238 out the year to implementing a citywide 5 and 25 initiative that has been recommended to us by
2239 Mr. Bill Crane, and scheduling a governing body retreat for us to focus on our comprehensive
2240 initiatives for the city in '25. So those are my closing remarks, and I thank you.

2241 MAYOR MOTLEY BROOM: Thank you very much.

2242 COUNCILMAN CARN: I had one last comment. City Manager --

2243 CITY MANAGER ADEDIRAN: Yes, sir.

2244 COUNCILMAN CARN: I do want to make a motion for a December 16th meeting. I think it's
2245 something that we do need. So I make that motion at this time.

2246 MAYOR MOTLEY BROOM: Is there a second?

2247 COUNCILWOMAN MCKENZIE: Second.

2248 MAYOR MOTLEY BROOM: Any discussion? What are we -- what -- what's happening with
2249 this December 16th meeting, I mean, that we can't handle the first meeting?

2250 COUNCILMAN CARN: This is a City Council meeting that I think we're in need of. We missed
2251 all of July, and I, for one, have a list of items I want to see get going through the pipeline, and I
2252 think we want to close this year out on a very positive note with a very positive meeting and
2253 productive meeting.

2254 MAYOR MOTLEY BROOM: Why can't we do that at the first meeting in December?

2255 COUNCILMAN CARN: That's my motion.

- 2256 MAYOR MOTLEY BROOM: Why can't we do it at the first meeting in December?
- 2257 COUNCILMAN CARN: That is my motion.
- 2258 MAYOR MOTLEY BROOM: I understand, but I'm -- I'm just trying to get some clarity for not
2259 only myself, but, I mean, we -- we've got staff that this -- this impacts.
- 2260 And so if -- if we have an opportunity to get things done at the first meeting, why -- I mean, if
2261 you've got the list -- and I understand, and I heard you say that you have a list of things that you
2262 want to get done -- why don't we put that on the first meeting?
- 2263 COUNCILMAN CARN: Well, we got a lot of things we're going to get done at the first meeting,
2264 but we also have a lot of things we're going to get done on the 16th.
- 2265 And yes, this impacts staff, but this impacts -- impacts my residents first, and I want to make sure
2266 I'm getting the things done that I said I was going to deliver.
- 2267 MAYOR MOTLEY BROOM: Like what?
- 2268 COUNCILMAN CARN: And again, Mayor, I made my motion.
- 2269 MAYOR MOTLEY BROOM: I understand. I'm asking. I'm -- I'm -- I'm trying to -- I'm trying to
2270 get clarity.
- 2271 COUNCILMAN CARN: Mayor, if you don't understand, I don't know what to tell you; but I made
2272 a motion, and I think we have a second.
- 2273 MAYOR MOTLEY BROOM: Well, I -- I -- I understand that, and I'm trying to get clarity over
2274 what specifically we have to handle on December 16th that we can't handle with the first meeting.
- 2275 COUNCILMAN CARN: It will all be on the agenda, I guess.
- 2276 MAYOR MOTLEY BROOM: Can you give us some examples so that the public has an
2277 understanding?
- 2278 COUNCILMAN CARN: I already did.
- 2279 MAYOR MOTLEY BROOM: What are they?
- 2280 COUNCILMAN CARN: I already did, Mayor. If you didn't hear my comments, I don't know
2281 what to tell you.
- 2282 MAYOR MOTLEY BROOM: Could you read it back from the -- from the record?
- 2283 COUNCILMAN CARN: I have a motion on the floor.

- 2284 MAYOR MOTLEY BROOM: I know. I'm trying to get clarity. If it's -- if it's in the record and
2285 you don't want share it with me, that's fine.
- 2286 COUNCILMAN CARN: City -- City Attorney. I made a motion, and I believe there was a second.
- 2287 COUNCILWOMAN MCKENZIE: I second.
- 2288 MAYOR MOTLEY BROOM: And I -- and I understand that, and we're in the discussion section.
2289 I'm asking her to read back.
- 2290 COUNCILMAN CARN: Well, we are in the legislative --
- 2291 MAYOR MOTLEY BROOM: Councilmember --
- 2292 COUNCILMAN CARN: -- portion of this --
- 2293 MAYOR MOTLEY BROOM: Councilmember, if you just answer my question, what are we
2294 handling on the 16th--
- 2295 COUNCILMAN CARN: I did that the best way I could.
- 2296 MAYOR MOTLEY BROOM: Okay. So --
- 2297 COUNCILMAN CARN: I've answered the question. I don't know what else to tell you.
- 2298 MAYOR MOTLEY BROOM: Specifically --
- 2299 COUNCILMAN CARN: Mayor, I've answered your question.
- 2300 MAYOR MOTLEY BROOM: I'm -- I'm going to ask a different question. So what -- what issues
2301 are we going to be discussing on the first that we cannot -- that -- that have to be -- that --what --
2302 what issues are we discussing on the first?
- 2303 COUNCILMAN CARN: Mayor, we're discussing city business that needs to be discussed.
- 2304 MAYOR MOTLEY BROOM: All right. Well, I guess that's good enough for the people who -- at
2305 home. We're discussing city business, and we're going to discuss more city business on December
2306 16th. All those in favor?
- 2307 COUNCILWOMAN MCKENZIE: Aye.
- 2308 COUNCILMAN CARN: Aye.
- 2309 MAYOR MOTLEY BROOM: All those opposed? Any abstentions?
- 2310 COUNCILWOMAN ARNOLD: I'm abstaining. I cannot guarantee that I will be here on the 16th.

- 2311 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold.
- 2312 COUNCILWOMAN ARNOLD: But I don't want to hold it up if -- if there's work to be done.
- 2313 COUNCILMAN CARN: Okay. Thank you.
- 2314 COUNCILWOMAN MCKENZIE: Thank you, Councilwoman.
- 2315 MAYOR MOTLEY BROOM: So that passes with Councilmembers Carn and McKenzie in favor
- 2316 and Councilmember Arnold abstaining. Any further business?
- 2317 **ACTION:** Councilman Carn motioned to add December 16, 2024 as a meeting date for Mayor
- 2318 and Council, seconded by Councilwoman McKenzie, Councilwoman McKenzie
- 2319 and Councilman Carn voted in favor, Councilwoman Arnold abstained, and motion
- 2320 carried by those present.
- 2321 Oh, and I want to make sure that -- I want to congratulate the Reverend Dr. Eric Gurley and First
- 2322 Lady Nadine Gurley of Mount Calvary Baptist Church on their four-year pastoral anniversary.
- 2323 It was a great event and appreciate the Atlanta Regional Commission as well for their State of the
- 2324 Region last week. Always informative and an amazing event to attend. So we have any -- we don't
- 2325 have any further business?
- 2326 DEPUTY CITY CLERK: Yes, ma'am.
- 2327 COUNCILMAN CARN: We have a --
- 2328 COUNCILWOMAN MCKENZIE: Motion to come to executive session for the purpose of
- 2329 litigation.
- 2330 MAYOR MOTLEY BROOM: All right. There's a motion to enter into executive session for the
- 2331 purposes of litigation.
- 2332 DEPUTY CITY CLERK: Cybersecurity and real estate. Cybersecurity and real estate.
- 2333 CITY MANAGER ADEDIRAN: Also, financial -- some financial issues that needs to be
- 2334 discussing.
- 2335 MAYOR MOTLEY BROOM: Financial issues?
- 2336 CITY MANAGER ADEDIRAN: Yes. In the executive session that we cannot -- with the audit
- 2337 that's going --
- 2338 MAYOR MOTLEY BROOM: We can't talk about the audit. That's not an executive session item.
- 2339 CITY MANAGER ADEDIRAN: Oh, it's not. Okay.

- 2340 CITY ATTORNEY DENMARK: We can't talk financial.
- 2341 CITY MANAGER ADEDIRAN: It's financial, you know.
- 2342 CITY ATTORNEY DENMARK: We can't.
- 2343 CITY MANAGER ADEDIRAN: Okay. Okay.
- 2344 COUNCILMAN CARN: Is it something -- do you want to --
- 2345 MAYOR MOTLEY BROOM: So what -- what is the motion to enter into executive session?
- 2346 DEPUTY CITY CLERK: The motion is litigation, cybersecurity, and real estate.
- 2347 MAYOR MOTLEY BROOM: Litigation, cybersecurity, and real estate. Is there a second?
- 2348 DEPUTY CITY CLERK: There was no first --
- 2349 COUNCILWOMAN MCKENZIE: Second.
- 2350 DEPUTY CITY CLERK: I didn't get a first.
- 2351 MAYOR MOTLEY BROOM: Oh. I'm sorry. Okay. Hold on. Is there a motion to enter into
2352 executive session? Hold on. Hold on. Wait. Hold on. Is there a motion to enter into executive
2353 session for the purposes of cybersecurity, litigation, and real estate?
- 2354 COUNCILWOMAN ARNOLD: So moved.
- 2355 MAYOR MOTLEY BROOM: Thank you, Councilmember Arnold. Is there a second?
- 2356 COUNCILWOMAN MCKENZIE: Second.
- 2357 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Any discussion? Hearing
2358 none, we'll move to a vote. All those in favor?
- 2359 COUNCILWOMAN MCKENZIE: Aye.
- 2360 COUNCILMAN CARN: Aye.
- 2361 COUNCILWOMAN ARNOLD: Aye
- 2362 MAYOR MOTLEY BROOM: That is unanimous amongst those present. We will enter into
2363 executive session at this time.

2364 **ACTION:** Councilwoman Arnold motioned to enter into Executive Session at 11:06 pm for the
2365 purpose of cyber security, real estate, and litigation, seconded by Councilwoman
2366 McKenzie and motion carried by those present.

2367 **ACTION:** Councilwoman Arnold motioned to exit Executive Session at 11:57 pm, seconded
2368 by Councilman Carn and motion carried by those present.

2369 **ACTION:** Councilwoman Arnold motioned to approve the renewal of a cyber security contract
2370 in the amount of \$53,900, seconded by Councilwoman McKenzie and motion
2371 carried by those present.

2372 **ACTION:** Councilman Carn motioned to approve and have the mayor execute a quick claim
2373 deed to BIDA for property located at 4570 Edison Drive, seconded by
2374 Councilwoman Arnold and motion carried by those present.

2375 **ACTION:** Councilwoman McKenzie motioned to approve the Executive Session dated
2376 November 4, 2024, seconded by Councilwoman Arnold and motion carried by those
2377 present.

2378 The meeting adjourned at 11:58 p.m.

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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Queenie Brown, Deputy City Clerk



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

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

DOC ID: 11575

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 13, 2024

TITLE: Winston Denmark Proclamation

Attachments

Winston Denmark (PDF)

Prepared by: Queenie Brown
Department Director: Cindy Hanson, Interim City Clerk

Review:

Queenie Brown	Completed	11/13/2024 4:19 PM
City Attorney's Office	Completed	11/13/2024 4:19 PM
City Clerk	Completed	11/13/2024 4:20 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



*City of College Park
Proclamation
Recognizing
Winston Denmark*

WHEREAS: Winston began his legal career as a judicial law clerk in South Carolina and went on to represent investor-owned electric utilities at Haynesworth, Sinkler, Boyd, LLP, building an early foundation of legal expertise; and

WHEREAS: as an adjunct professor at the University of South Carolina School of Law, Winston taught legal research and writing to first-year students, sharing his knowledge with the next generation of lawyers; and

WHEREAS: joining Troutman Sanders in 1999, Winston represented electric utility companies before the Georgia Public Service Commission, further establishing his regulatory expertise; and

WHEREAS: in 2002, Winston joined the DeKalb County Attorney’s office, specializing in Civil Rights Litigation and defending the DeKalb Sheriff and Police Department in high-stakes cases involving constitutional rights; and

WHEREAS: since 2004, Winston has been a key attorney at Denmark Ashby LLC, leading Cases involving zoning, nuisance abatement, municipal law, and advising clients on complex issues like public finance, real estate, and tax law; and

WHEREAS: Winston has served Clayton County Public Schools as outside counsel, representing them in critical due process hearing and appeals; and

WHEREAS: Winston is the appointed city attorney for the Cities of Stonecrest, College Park, and provides trusted counsel to other municipal clients, enhancing local government operations through his legal expertise.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of College Park, Georgia, do hereby recognize:

Winston Denmark

For his exemplary contributions to the legal profession, public service, and the communities he serves.

PROCLAIMED THIS 18th DAY OF NOVEMBER 2024.

ATTEST:

Queenie Brown, Deputy City Clerk

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Jamelle McKenzie, Councilwoman

Joe Carn, Councilman

Tracie Arnold, Councilwoman

Roderick D. Gay, Mayor Pro Tem



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

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

DOC ID: 11563

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Public Hearing for consideration of and action on a request to approve a Conditional Use Permit for a Vape Shop in the International Plaza at 4843 Old National Highway in the C2 District. Located in Ward 2 - Joe Carn. Item does not fall under a budget.

The applicant is in the process of securing a Business License to operate as a Vape Store in a commercial strip center on Old National Highway. An approved Conditional Use Permit (CUP) is necessary for the applicant to establish a vape store in the C2 district subject to newly codified definition and use standards limiting this type of use to the C2 and BP districts only with an approved Conditional Use Permit. The proposed use is consistent with the current Future Land Use Map designation of Suburban Commercial. The Planning Commission has considered this application and recommends approval with conditions.

Attachments

- Vape shop application (PDF)
- vape shop Staff report 11.18.24 (PDF)
- 4843 ONH Vape Shop CUP Ordinance 11.11.24 (PDF)

Prepared by: Deborah Rogoff-Ezra
Department Director: [Insert Department Head Here]

Review:
City Manager's Office Pending
Deborah Rogoff-Ezra Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 11/18/2024 7:30 PM

CONDITIONAL USE PERMIT APPLICATION



Date Received 8/28/2024

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) Adraine Booker

ADDRESS 4843 Old National Hwy College Park GA 30037

PHONE 404-902-1173 CELL 404-902-1173 FAX _____

E-MAIL ADDRESS bookeradraine@yahoo.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Rafat Shaikh

ADDRESS 6961 Peachtree Industrial Suite 101 Norcross Ga. 30092

PHONE 770-409-9910 Ext. 10 CELL (404) 313-8429 FAX _____

E-MAIL ADDRESS Rshaikh@sagewaygrp.com

PROPERTY INFORMATION

ADDRESS 4843 Old National Hwy College Park, GA 30037

CURRENT USE Vasant/Beauty Supply CURRENT ZONING C2

PROPOSED USE Shop/Vape Retail SIZE OF PROPERTY 1026sqft

APPLICANT AFFIDAVIT

Personally appeared before me Adraine Booker who on oath deposes and says
(Print applicant's name)

that the information on the application is true to the best of his/her knowledge and belief:

Maria Jandamal
Notary Public



[Signature]
Signature of Applicant

Adraine Booker
Print Name

August 27, 2024
Date

4843 Old National Hwy
Address

College Park GA 30337
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me Rafat Shaukh who on oath
(Print owner's name)

agrees with the above request and states that the information on the application is true to the best of his/her knowledge and belief.

Nayanankumar Patel
Notary Public



[Signature]
Signature of Applicant

Rafat Shaukh
Print Name

8-21-24
Date

6961 Peachtree Industrial
Address Suite 101

Norcross, Ga. 30092
City, State, Zip

Signature of City Clerk

Date



6961 Peachtree Industrial Blvd.
Suite 101
Norcross, GA 30092
Phone: (770) 409-9910
Fax: (770) 409-9982
www.safewaygrp.com

August 26, 2024

Lapiente Pavilion, LLC.
4843 Old National Hwy
College Park, Ga. 30337

To Whom It May Concern,

Safeway Group is the owner and management company for the above location. Safeway has approved Clarence and Adraine Booker D/B/A Clouded Up, LLC. as our newest Tenants. Safeway has also approved the Vape Store Use. Please let us know if you should need anything further.

Sincerely,



Rafat, Shaikh

Member

Safeway Group, Inc

770-409-9910 ext. 10

rshaikh@safewaygrp.com

Clouded UP, LLC LETTER OF INTENT (to Lease)

May 7, 2024

Dear Landlord:

I am interested in leasing your commercial real estate property at the location described below on the following terms and conditions for Clouded UP, a Limited Liability Company incorporated in the State of Georgia. Please review these terms and conditions and if they are satisfactory return a signed copy to the Buyer's address listed below or have proper delivery provided by your agent(s)/authorized personnel.

PREMISES: Space No#: 4843 Being approximately 1,026 square feet

PREMISES ADDRESS: 4843 Old National Hwy. College Park. GA 30337, Fulton County

TENANT'S NAME: Clarence Booker d/b/a Clouded UP, LLC ("Tenant")

TENANT'S ADDRESS: 5062 Rathwood Circle SW. Powder Springs, GA 30127

USE: General use of space as deemed necessary for the regard to everyday retail operations. Primary purpose is to promote a Vape/Smoke shop alternative and its products as a new retail establishment for local consumers. Products listed may include, but are not limited to, vaping devices, e-juices, oils, etc.

OFFER

Offer is contingent with appropriate planning and zoning restrictions, regulations, and criteria being met. Any conditional use permit(s) needed will be acquired respectfully for operation according to stated use above until or as approved by Fulton County Board of Commission. *18 five year*

LEASE BASE:	First year at <u>\$2/sqft</u> ; Second-Fifth year at \$16/sqft.
LEASE TERM:	Five (1) one year terms; First 12 months at \$1026 rental rate (excludes pass-throughs); remaining 48 months at \$1368 (excludes pass-throughs) with option to renew as needed or continuing consecutive one (1) year terms as agreed upon.
DEPOSIT:	Amount and date TBD with a refundable deposit dictated by executed Lease Agreement.
INSPECTION PERIOD:	A fifteen (15) calendar day inspection period after LOI execution. Landlord shall provide Tenant opportunity to access and inspect the Property and conduct such investigations as deemed appropriate. Offer to Lease is contingent upon Inspection Report and reasonable accommodations from all parties.
RENTAL COMMENCEMENT:	June 1, 2024
RENTAL ABATEMENT:	Four (months) from rental commencement date (June 1, 2024 to September 30, 2024) Tenant shall not be obligated to pay any monthly rent due.
LEASE AGREEMENT:	Parties to use best efforts to enter into a mutually agreeable executed Lease Agreement within 10 business days of the execution of this LOI.
CONSTRUCTION ALLOWANCE/TENANT IMPROVEMENT:	Landlord shall contribute <u>\$TBD</u> toward Tenant's improvements. Landlord's contribution shall be due and payable upon Tenant opening for business. Tenant shall complete improvements (TBD) according to plans approved by Landlord. Landlord's approval of such plans and specifications shall not be unreasonably withheld.

LANDORD WORK/TENANT IMPROVEMENTS:	To Be Discussed.
TAXES, INSURANCE & CAM:	Tenant shall be responsible for its pro-rata share of Landlord's actual, reasonable, and out of pocket cost for real estate taxes, insurance, and common area maintenance. The lease shall include a provision protecting Tenant against any substantial increase in real property taxes. These charges will not exceed \$4.00 per square foot for two (1) year terms.
SITE SURVEY:	Tenant will conduct a site survey, as needed or necessary, of the property and premises prior to lease execution to verify dimensions, capacity of utilities, review existing conditions of the premises and property.
CONDITION OF PREMISES & PROPERTY:	The structural integrity elements, roof and building systems of the premises and property shall be in sound condition and shall meet all applicable federal, state and local codes, including but not limited to, handicapped accessibility standards, fire and safety, health hazard, etc. Landlord shall disclose any known conditions or defects of any kind that would adversely affect store design, construction and use as contemplated by this letter. At the time of Letter of Intent Execution, Landlord will have provided to tenant complete construction documents of the space in the most current AutoCAD and/or PDF format as needed per request.
AGENT ACKNOWLEDGEMENT & COMMISISON:	Tenant has acquired rental space with use of agent, Chantelle Smith, with Fathom Realty. Landlord agrees to pay real estate commission of 5% of total lease value of an executed Lease Agreement.
CONFIDENTIALITY:	This proposal and all discussions related thereto shall be had in confidence by the Landlord and Tenant.
EXCLUSIVITY:	During the period from the date the parties have executed this LOI to the execution of the binding Lease Agreement 10 days after execution of the LOI hereinafter "the Exclusivity Period". Landlord agrees to negotiate in good faith exclusively with Tenant with respect to any lease of the Property. Tenant acknowledges that during the term of the lease Landlord may lease other spaces of the plaza to other zoned establishments that may or may not resemble that of the aforementioned business type. Landlord will grant to Tenant a restrictive covenant against leasing or renting any store or space to another tenant within the plaza whose main, primary or principal service or products directly compete with Clouded UP, LLC.
NON-SOLICITATION:	During the Exclusivity Period provided for herein above, Landlord agrees not to utilize this LOI to solicit other leasehold offers or to modify, renegotiate or otherwise improve the terms and conditions of any other offer hereto or hereafter received by Landlord with respect to the Property.

This LOI summarizes some of the business points relating to the transaction described above it being understood that other material terms of the proposed transaction are not yet agreed upon and still must be agreed upon to the mutual satisfaction of the parties. Therefore, it is understood that (i) no liabilities or obligations are intended to be created by this LOI or the consent by the parties hereto other than as set forth in the "Confidentiality," "Exclusivity," and "Non-solicitation paragraphs above; (ii) other than the "Confidentiality," "Exclusivity," and "Non-solicitation" paragraphs above (which are binding

agreements, enforceable against parties), this LOI DOES NOT constitute a legally binding agreement to consummate the transaction contemplated hereby or to enter into a legally binding agreement, and (iii) no binding obligation to consummate the transaction contemplated here by shall be created unless and until a written agreement evidencing such obligation is duly executed and delivered by the parties.

This LOI supersedes and cancels all prior understandings whether written or oral between the parties, if any, and may be executed in two or more counterparts, each of which shall constitute an original, but when taken together all such counterparts shall constitute but one letter and either party may execute this LOI by executing any one or more of such counterparts.

This LOI shall be valid only if executed by Landlord within (5) business days from the date hereof.

Sincerely,

By: Clarence Booker
Printed Name: Clarence Booker
Title: Co-Owner
Date: 05/07/2024

Landlord's Mutual Assent:

By: Rafael Shank
Printed Name: Rafael Shank
Title: Member
Date Signed: 5/7/2024

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

All information below must be included for site plan and application to be considered complete.

Item #	Requirements	Check/Initial
1	North arrow N/A	DRE
2	Acreage of subject property N/A	DRE
3	Current zoning and requested zoning classifications N/A	DRE
4	All property lines N/A	DRE
5	Adjacent streets with posted speed limits N/A	DRE
6	Current use and zoning of adjacent properties	DRE
7	Required and/or proposed building setback lines N/A	DRE
8	Proposed structure locations, heights and square footages N/A	DRE
9	Existing structure locations and approximate heights for adjacent properties	DRE
10	Layout, minimum lot size and proposed density of residential properties (if applicable) N/A	DRE
11	Topographic information to show elevation and drainage N/A	DRE
12	Required and/or proposed landscaped areas and buffers N/A	DRE
13	Required and proposed parking spaces and loading/unloading facilities N/A	DRE
14	Lakes, streams and other waters on the site and associated buffers (if applicable) N/A	N/A
15	Proposed stormwater management facilities (if applicable) N/A	N/A

SINGLE UNIT SPACE IN BUILT COMMERCIAL CENTER. NO NEW BUILD.

DESCRIPTION AND ANALYSIS OF THE SITE

LOCATION

The subject property is located at 4828 – 4899 Old National Highway, College Park, Fulton County, GA.

SIZE AND AREA

According to a survey/site plan prepared by Construction Engineering Associates dated 1/23/92, revised 3/15/93, which includes a legal description, the subject contains a land area of 18.57 acres. The subject is generally rectangular in shape, has 411.57' of frontage along Old National Highway and a depth of approximately 1,080.' Refer to the facing page for a reduced copy of the original Survey/Site Plan.

STREETS

Old National Highway is a 4-8 lane (at I-285) with a center turn lane asphalt paved highway with a 100' right-of-way extending from Herschel Road south to I-85. Sullivan Road is a 2 lane asphalt paved street with a 50' right-of-way extending from I-285 west to Buffington Road.

TRAFFIC CONTROL AND COUNTS

There is a traffic control signal at the Old National Highway/Sullivan Road intersection. According to the most current traffic studies (2003), the average daily traffic count for the following location in vehicles/day is 21,132.

ACCESS, VISIBILITY, IDENTITY, AND FUNCTIONAL UTILITY

According to the survey/site plan, primary ingress and egress is provided at 1 location on Old National Highway (ONH) approximately 445' south of the ONH/Sullivan Road intersection. Secondary ingress and egress is through the Chevron gas station that front's ONH and an access road along I-285.

The site has limited visibility along Old National Highway due to outparcel uses. Because of its size and location the subject has fair identity in the market area.

The land to building ratio is 4.6 to 1, indicating a coverage of 21.7%, and a density of 9,445 SF/acre, all well within the industry standard of 10,000 SF/acre. The site has a good frontage to depth ratio, and therefore, good functional utility. However, most of the frontage is blocked by outparcels.

TOPOGRAPHY AND DRAINAGE

The site is generally level and at grade with existing roadways. The site appears to have adequate drainage.



NEIGHBORHOOD ANALYSIS

NEIGHBORHOOD BOUNDARIES

The subject property and its neighborhood are located in the southwest section of Atlanta, within the city limits of College Park in southwest Fulton County.

The neighborhood surrounding the subject has to be defined and analyzed in terms of the most probable use of the property. As will be supported in the Highest and Best Use, the most probable use of the property is retail.

In this context the neighborhood can generally be defined as that area bounded by the Hartsfield Jackson Airport to the east, Camp Creek Parkway to the north, and I-85 to the south and I-285 to the south and west. These boundaries were selected because they represent man-made boundaries beyond which land use changes occur. A Neighborhood Map is provided below.



FLOOD ZONE

According to the survey/site plan and FIRM Community-Panel Number 13121C0476E (dated 6/22/1998), Fulton County, GA, the site is not located in a flood hazard zone. These maps are used to determine appropriate flood insurance rates in a given area for participation in the federal flood insurance program.

UTILITIES

Utilities and services are connected to the site in adequate capacity and at competitive cost including water, sewer, gas, electricity, and telephone.

EASEMENTS OR RESTRICTIONS

According to the survey/site plan, there are the following easements or restrictions:

Name	Size	Effect on Value
Power / Utility Easement	21'	None
Permanent Sanitary Sewer Easement	20'	None
Railroad Easement	40'	None
Utility Easement	12'	None
Slope Easement to Shell Oil Company	51.35'	None

We have not been furnished with a copy of the Title Policy. The survey/site plan and our inspections revealed no unusual easements. Since the property is connected to water, sewer, gas, electric, and telephone supplies, we believe there are typical utility easements necessary for operation of the property.

ZONING

The subject property is zoned C-3, Planned Shopping Center District by the City of College Park Planning Zoning Department. This classification allows a variety of commercial uses. The requirements are as follows:

Minimum Lot Area	4 Acres
Front Yard Setback	40'
Side Yard Setback	0'
Rear Yard Setback	30'
Height Limit	3 Stories or 35'
Building Coverage	20%
Parking	1 Space/100,000 SF

PARKING

According to the survey/site plan, dated 1/23/92, there are 592 visibly marked parking spaces. However, a large area of the parking lot is not marked and therefore we cannot verify the actual number of spaces. The number of spaces provided appears to be adequate for the anticipated occupancy and we assume parking met the zoning requirements at

runway capable of handling jet aircraft. This project will reduce delays at Hartsfield and is expected to be completed by 2005.

The Atlanta region's continuing emphasis on improving its transportation system has been, and will continue to be, a primary reason for the area's economic growth and development.

TOPOGRAPHY, CLIMATE, AND URBAN DESIGN

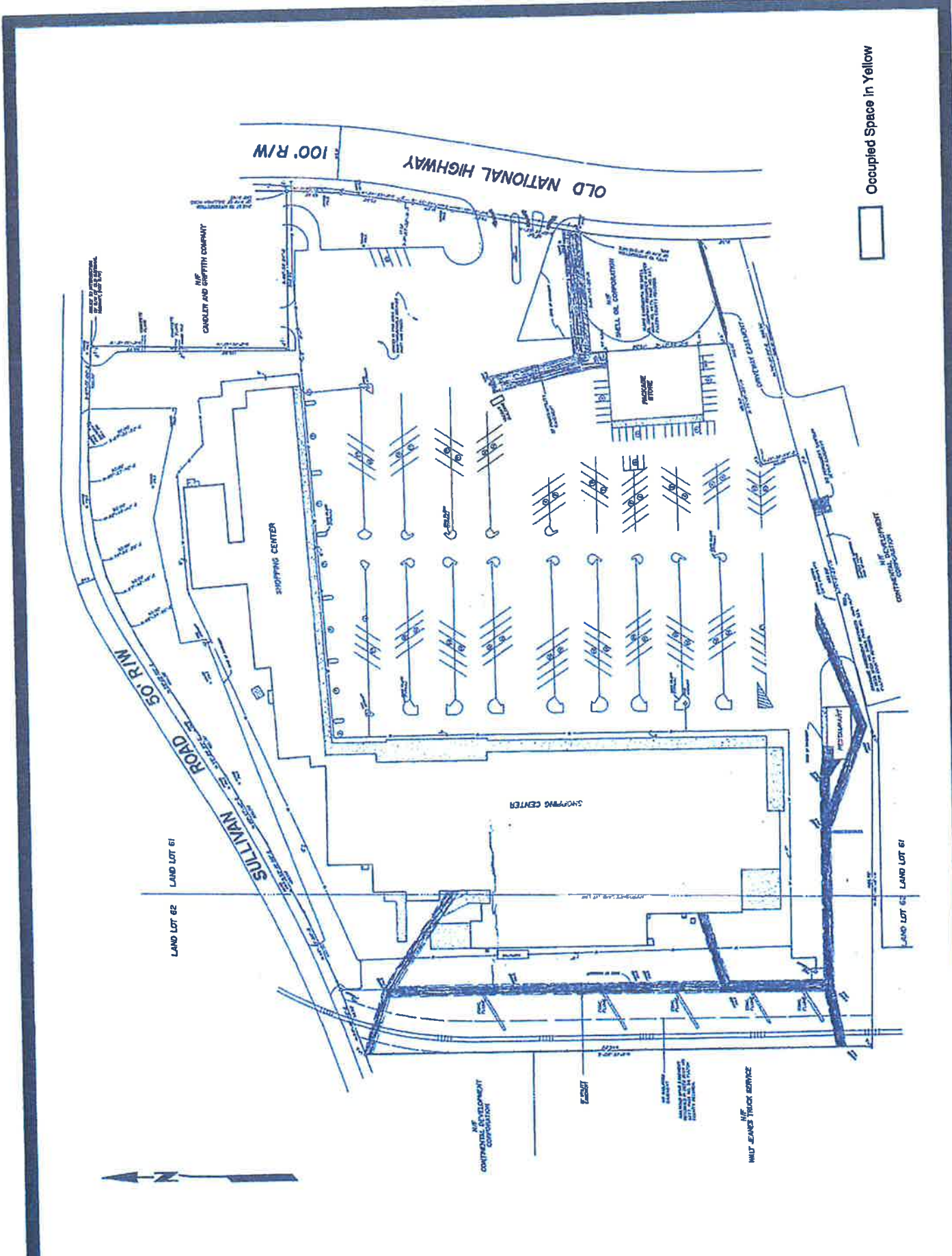
Located in the foothills of the Appalachian Mountains, Atlanta has the second highest elevation of any major city in the United States (elevation 1,050'). This elevation and proximity to the Appalachians, the Atlantic Ocean, and the Gulf of Mexico result in a climate with 4 distinct seasons, relatively short winters and mild summers. Atlanta's climate, which permits year round business operations, benefits builders and developers through lower fuel, construction, and maintenance costs. Atlanta is one of the few major cities without a nearby natural obstacle, such as an ocean, lake, or mountains, which limits the direction of growth. Atlanta is primarily a commuter city, and much of its population and business expansion has taken place in the suburbs, resulting in a smaller, less densely populated inner city.

Atlanta is well positioned for the current growth taking place in the office and residential markets. The largest problem now facing Atlanta is the lack of sewer capacity as road systems along the northern crescent of the city have recently been expanded or are being expanded to accommodate new development.

SUMMARY

Considering the attributes of the Atlanta area and the anticipation of continued business and employment growth in Atlanta and its surrounding counties, we expect Atlanta's economy to remain relatively strong and Atlanta to continue as the economic hub of the Southeast. We expect property values to continue to grow slowly, as no major detriments to growth are evident.

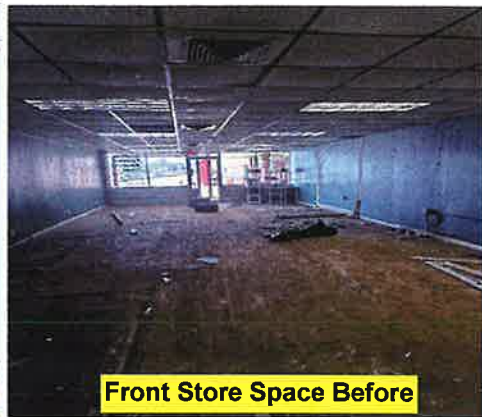
Survey / Site Plan



Clouded UP, LLC Space Improvement



Front Store Space Before



Front Store Space Before



Restroom Space Before



Front Store Space After



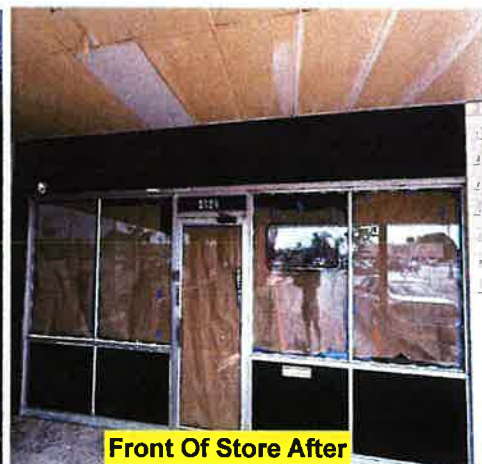
Office Space After



Back Storage Space/ Adjacent Office Space Before



Restroom Space After



Front Of Store After



Front Of Store After

Adraine Booker
Clouded UP, LLC
4843 Old National Highway
College Park, 30337

August 27th, 2024

Business Owner (of occupying spaces)
4827-4903
Old National Highway
College Park, GA 30337

To Whom it May Concern:

It has been brought to my attention the need to require a special use permit to operate my business Clouded UP, LLC, a vape/smoke retail shop located here at 4748 Old National Highway, College Park, 30337.

In order to comply with their approval process I have to remit notice to every business owner within a 300-foot radius of the property in question of the Conditional Use Permit (CUP).

We have completed the renovations with our own monies in the unit only to find out we have to halt moving forward due to the need of acquiring this permit. While we still need to get inventory for the store we are hoping our work here has not been in vain. On this notion, my family and I look forward to opening formally and running a business alongside other local business owners within this plaza.

We hope this letter suffice of our intent to open and operate business where local patrons may benefit as deemed necessary from our business type here in the area.

If you have any questions for any reason please feel free to reach out to me via email at bookeradraine@yahoo.com.

Respectfully,

Adraine Booker
Owner, Clouded UP, LLC



College Park Mayor/City Council
4843 Old National Highway CUP

Council Ward: Ward 2
Council Member: Joe Carn
Planning Commissioner: Kelly Sutton
Planning Commission
Meeting Date: October 28, 2024
MCC Public Hearing: November 18, 2024

Evaluation Prepared by: Deborah Rogoff-Ezra City Planner

Applicant: Adraine Booker – Clouded Up, LLC

Location: 4843 Old National Highway, College Park, GA 30337

Lot Size: 1,026 Square Foot Tenant Space in 17.35 acre International Plaza commercial center

Request: Conditional Use Permit for a Vape Shop in a C2 (Community Business) District per Appendix A, Art. 3, Division 11, Sec. 3.35, Conditional Uses: Business Uses

Proposed Use/Purpose:

The applicant is in the process of securing a Business License to operate as a Vape Store in a commercial strip center on Old National Highway. An approved Conditional Use Permit (CUP) is necessary for the applicant to establish a vape store in the C2 district subject to newly codified definition and use standards limiting this type of use to the C2 and BP districts only with an approved Conditional Use Permit.

Current Zoning: C2 (Commercial Business)

Current Land Use: Commercial – previously a beauty supply store

Future Land Use: The current Future Land Use Map designation is Suburban Commercial

Surrounding Properties:

	Current Zoning	Current Land Use
North	AWP Railroad, Sullivan Rd., M2	Industrial, ROW
West	M1 (Light Industrial)	Industrial
South	C2 (Commercial Business)	Commercial and gas station
East	C2 (Commercial Business) and Business Park (BP)	Commercial and Office/Services



Executive Summary:

The subject property is 1,026 square foot space located within a commercial strip center built in 1969. There is no separation between the subject address and the adjacent businesses – each suite has its own address. The International Plaza site is predominantly covered in concrete or asphalt wherever a structure does not exist; there are a few landscape planters at the end cap of the parking rows closest to the structures, a small grass area at the main entrance where the tenant identification sign is sited, around the Chevron station at the front of the commercial plaza, and two grass areas along Old National Highway. A natural buffer area has been retained between the commercial center and the industrial uses to the west. As the applicant does not intend to alter the existing property layout or structures, variances are not required to continue C2 uses on the site.

Vape Shops have been a controversial potential use in the Atlanta region, as this use is becoming a more commonly represented type of retail in commercial areas. A proliferation of vape shops have been established in the vicinity of the City, predominantly in the Cities of South Fulton, East Point, and Hapeville, particularly in older retail strip centers and well-traveled commercial roadways. Recently, there have been several inquiries regarding the establishment of vape shops in older commercial strip centers in the C2 and DC Districts. In response to the previous silence of the Zoning Code regarding vape shops, on September 16, 2024, the Mayor and City Council approved an amendment to the current Zoning Ordinance to establish vape shops as a use requiring a Conditional Use Permit in the C2 and BP districts and prohibit vape shops in all other districts in the City. The Zoning Code was also amended to include a definition of a vape shop in **Appendix A (“Zoning”), Article 1, Section 1.4.D – Definitions** as follows:

***Vape Shop:** A retail store specializing in the selling of vaping products, including but not limited to electronic cigarettes products and e-liquid products.*

Currently, there are two vape shops in business in the City: Bud House Smoke and Vape at 1622 Virginia Avenue in the Virginia Station shopping center in the Downtown Commercial District; and Vape Kulture at 5015 Old National Highway in the C2 District. Eight smoke or vape shops have been identified in the vicinity surrounding the City of College Park. Because the items sold in a vape shop may be attractive to underage persons, special attention to maintaining distances between vape shops and sensitive uses is essential in the determination of approval of a CUP to minimize theft and proclivity to use. The Public Safety Department reports that there has only been one incident filed associated with the vape shops, and it was a product sales related violation; not a theft, disruption of the peace, loitering or similar.

The applicant has requested a Conditional Use Permit per Appendix A: Zoning, Article 3, Division 11 – C2 (Business Commercial), Section 3.35 District Intent, Permitted Uses and Conditional Uses to utilize the retail space in the International Plaza Shopping Center for a retail store specializing in vaping products and electronic cigarettes. The C2 district is intended to provide a land use category for commercial uses that are appropriate for locations along main corridors within the City, including Old National Highway, Roosevelt Highway, and Camp Creek Parkway. The City’s Zoning Ordinance allows for, but is not limited to: office, medical and veterinary providers, retail, auto dealers and associated minor repair, car washes, restaurants, personal services, recreation and entertainment venues and facilities, hotels, private/vocational schools, arts



College Park Mayor/City Council
4843 Old National Highway CUP

studios and instruction (such as dance, music, recording, art and martial arts), recreational vehicle parks, microbrewery/microdistillery, clubs, craft beer and wine markets, and funeral uses as by-right uses in the C2 Community Business District, although several of these uses must meet conditions established in Article 6.

In the process of determining appropriate standards to regulate the locational aspects of vape shops to protect sensitive uses, uses which, by nature of products sold have similarities to a vape shop, (inclusive of a package liquor store and convenience stores which require state licensing) were reviewed. It was found that these uses generally are subject to a requirement that a CUP be approved and/or adherence to development and use standards. These standards foster the regulation and control of the licensing and sales of adult consumption products, primarily alcohol and tobacco products; are intended to protect sensitive uses in the vicinity of the establishment; and uphold the character of the uses along these commercial corridors.

For comparison, the City's Zoning Code identifies convenience stores as requiring a Conditional Use Permit in the C2 district. The code is silent as to whether package stores, other than craft beer and wine markets, are permitted in the C2 district. The City Planner therefore interprets the code to require a CUP for a package store, subject to the conditions established in Article 6, Section 6.27. Standards for street frontage; minimum/maximum size; distance from sensitive uses of at least three hundred (300) feet from churches and parks, and six hundred (600) feet from schools; and a 3,000-foot distance from other package stores are specified. The code is silent as to meeting a minimum distance to residential areas. These appear to be the minimum standards stipulated by the State for package liquor stores. The only district permitting package stores as a use permitted by-right is in HC district, subject to meeting the above distance standards and City and State licensing requirements.

The City Planner has conducted a cursory review of ordinances from jurisdictions in the Atlanta region pertaining to vape shops. While many jurisdictions in the Atlanta region have issued moratoriums on vape shops, the majority have adopted ordinances which establish required distances from a variety of sensitive uses, as well as distances between the locales of retail vape shop businesses. The distance requirements which limit retail stores that sell alternative nicotine products, vary, ranging from:

- 300 feet from any public school, private school, MARTA property, daycare center, library, churches, and other public locations;
- 1,000 feet to 2,000 feet of any educational facility, religious institution, daycare center, library/government building, park/recreation area/playground, residential dwelling;
- 200 yards (600 ft) of any educational facility, religious institution, daycare center, library/government building, park, recreation area or playground, residential dwelling;
- Distance requirements between retailers of alternative nicotine supplies generally range from between 600 feet to 3,000 feet from a similar store.

The City Planner conducted a cursory inventory of both sensitive uses and existing vape shops to ascertain approximate distances between the subject address and the different uses. The distances provided in the following matrix are determined based on "as the crow flies" measurement.



College Park Mayor/City Council
4843 Old National Highway CUP

ADDRESS	USE	DISTANCE
Residential		
2727 Godby Rd.	Sierra Townhomes	2,500 ft.
2301 Godby Rd.	Manchester Oak Apartments	3,900 ft.
3467 and 3100 Godby Rd.	South Hampton Estates and Manchester Ridge Apartments	3,450 ft.
5401 Old National Highway	Beacon Ridge Apartments	5,400 ft.
4760 Winthrop Drive	Single Family Residential	750 ft.
4805 Janice Drive	Single Family Residential	1,050 ft.
2825 Roosevelt Highway	Single Family Residential	1,500 ft.
Places of Worship		
2341 Godby Rd.	Global Church of Grace Ministries	4,000 ft.
2245 Godby Rd.	First Missionary Baptist Church	4,700 ft.
5155 Scofield Rd.	Christ King Day Habilitation	5,165 ft.
Recreation, Educational Facilities, Daycare		
2300 Godby Rd.	Godby Rd. Community Center	4,800 ft.
5195 Old Bill Cook Rd.	Kings N Queens Academy	3,500 ft.
2600 Jolly Rd.	Heritage Elementary School	4,700 ft.
Tobacco and Vape Shops		
5400 River Station Rd.	Riverstation Tobacco and Vape	11,200 ft.
1622 Virginia Avenue	Bud Smoke House	16,000 ft.
5015 Old National Highway	Vape Kulture	2,200 ft.
3435 Roosevelt Highway	404 Smoke Shop	7,600 ft.
6125 Feldwood Drive	South City Smoke Shop	8,000 ft.
5495 Old National Highway	The Smoking Room	6,600 ft.
7490 Old National Highway	Hookah & Tobacco	9,200 ft.
5737 Old National Highway	The Hemp Park	9,250 ft.

Based on the ranges above, for evaluation purposes, taking an approximate midpoint distance of 1,000 ft. between the entrance of the subject property to the property line of a sensitive use, only a few residential units at the southern end of Winthrop Drive are less than the hypothetical proximity standard. However, as stated previously, the single-family residential units along the roadways off of Roosevelt Highway, including Winthrop Drive, Greensprings Road, Janice Drive and Kent Road, are physically separated by two City arterials and the AWP Railroad, which is approximately a 325-foot wide right-of-way. In contrast, required distances between the subject property and residential uses, applying the minimum standard of 600 feet established in the College Park Zoning Code for package stores, which are similarly licensed and regulated by the state, are exceeded.

Using a hypothetical mid-point of 2,000 as a required distance separation between existing smoke and vape shops and the subject store, finds that all of the existing establishments exceed that distance threshold. Evaluating the distances using the City’s 3,000-foot separation standard for package stores discloses that one store at 5015 Old National Highway does not meet the threshold requirement. However, the 550+ foot right-of-way for the I-85/I-285 separates the City into distinct geographical sections, and as 5015 Old National



Highway is sited south of the I-85/I-285 right-of-way, the perception of a concentration of similar vape shop uses is somewhat diffused. The Planning Commission, and subsequently City Council, may determine the standards for distances they feel appropriate for this use as part of the conditions of recommendation for approval or denial.

Criteria for Consideration of a Conditional Use Permit Request

Per Article 12, Sec. 12.6 of the Zoning Ordinance, *“Conditional Uses are neither absolutely permitted as a matter of right nor prohibited in particular zoning districts. Such uses of property may be permitted as generally compatible with the zoning district, but not in every location therein, nor without certain standards or other requirements or conditions met. Uses which require a conditional use permit are potentially incompatible with other uses usually allowed in the particular district or particularly incompatible with nearby or contiguous districts.”*

(a) **Compliance with the City of College Park’s Zoning Ordinance - Describe the Existing Land Uses and Zoning Classification of Nearby Properties.** Per Appendix A, Art. 3, Division 11, Sec. 3.35, Conditional Uses: Business Uses, a Conditional Use Permit is required to establish a vape shop in the C2 district. The subject property is surrounded by other C2 zoning to the south and east along Old National Highway; M1 – Light Industrial parcels on the west side; and the right-of-way for Sullivan Road and the AWP Railroad, in addition to M2 (Heavy Industrial) uses to the north. There are no residential uses directly adjacent to the proposed vape store – the nearest residential uses are within the neighborhood of single-family large lot units located to the northwest off of Greensprings Road, Janice Drive, and Winthrop Drive; and the Green Springs Apartment complex on Roosevelt Highway/Greensprings Rd. While the southern end of the Winthrop Drive residential block is less than 1,000 feet in linear distance, all of these neighborhoods are physically separated by Sullivan Road, the AWP railroad line, and Roosevelt Highway, which in essence creates a direct accessibility barrier. South of Roosevelt Highway, the nearest multifamily complexes are approximately one-half mile (2,640 feet) from the location of the potential vape shop. A day care center exists approximately three-quarters of a mile (3,960 feet) from the vape shop, Heritage Elementary School in South Fulton is almost one mile from the subject site, and the nearest religious establishment is approximately two-thirds of a mile (3,484 feet) from the proposed address. The City Planner has determined that the proposed location is compatible with the character and intensity of the surrounding land uses, based on distances at or over one-quarter of a mile to sensitive uses.

(b) **Describe the Suitability of the Subject Property for the Proposed Use?**

When considered as a retail store, the addition of this business is not out of character with the surrounding area and is generally compatible with by right uses in the district, existing nonconforming uses that currently would be subject to a CUP (Chevron gas station and Food Mart convenience store at the front of the plaza, which may also sell electronic cigarettes), as well as future by-right uses and those that would be subject to a CUP. However, current and future tenants of International Plaza, the majority of which are eating establishments, an event venue, and retail/service businesses will have to consider proximity of their use to the vape shop to determine compatibility. The hours of operation would be conditioned to be comparable to the other uses within the International Plaza, generally with hours between 9:00 A.M. and 9:00 P.M., and reduced hours on Sunday. There is more than ample parking for patrons, no outside seating or display of



goods. As a result, this business is unlikely to have any direct negative impacts on the surrounding properties. This business is not anticipated to increase traffic in the area as the property was previously occupied by a beauty supply store. As this is not new development, the AM and PM commute trips generated by the few employees and patrons on the local roadway network should not significantly increase the amount of traffic that was generated in prior years.

(c) Is the Property Value of the Subject Property Diminished by any Existing Zoning Restrictions?

The subject property value is not diminished by the current C2 zoning of the property. There are not additional zoning restrictions on the property at this time that can be located in the available files, and no Conditional Use Permits or variances have been approved between 2013 and 2023. Securing a Conditional Use Permit for the vape shop as a tenant should have no impact on the value of the property. The structures on the existing lot of record were constructed prior to the effective date of this Code and its subsequent amendments, and therefore would require variances should any improvements, additions, exterior reconstruction or additional accessory structures be proposed. This use is compatible with other uses permitted by right in the C2 district and uses that would require a CUP, as long as minimum distances are maintained between the vape shop and sensitive uses, which would include: group homes, homeless shelter and halfway home; places of worship; educational and youth oriented recreation/instruction facilities; and child and adult care centers.

(d) Identify the Relative Gain to the Public as Compared to the Hardship Imposed Upon the Individual Property Owner

The current property has been vacated, so allowing of the use would support new business and employment opportunities in the City of College Park. However, some may consider the popularity of e-cigarettes and vape products among teens and young adults troubling. So while e-cigarettes provide the benefit of providing an alternative to assist seasoned smokers to cut back on cigarette consumption, the use of these products could eventually foster cigarette smoking among young people, called the “gateway effect”. There is a financial benefit to the state associated with alternative tobacco products. E-cigarettes, vapes, and other electronic nicotine delivery systems are typically taxed either on a unit basis on a percentage of the retail or wholesale price. Georgia employs both methods, using the unit (per cartridge) for closed vaping products of 7 cents per unit and a percentage of the price for open vaping products.

The hardship to the applicant should the Conditional Use Permit not be approved, being that the proposed use is not permitted in the City of College Park in any other district without a Conditional Use Permit except for the BP district, is that they would have to terminate their lease of the property. They have already incurred a significant expenditure preparing the store for business prior to applying for their business license, which they would not recoup. The applicant was not aware of the requirement for a CUP for the establishment of a vape shop until it was identified during the business license application review process, at which time they willingly followed protocol for the application of a CUP.

(e) Does the Subject Property Have a Reasonable Economic Use as Currently Zoned?

The subject property does have a reasonable economic use as currently zoned as C2, which allows a variety of commercial, office, entertainment, recreation and services uses that would be suitable for this property. However, the small dimensions of the space, at 1,026 square feet, limit the potential uses that



could operate in an approximate 10 x 10 foot room with limited frontage in the strip center. To its' benefit, the proposed vape shop holds a limited inventory and can be accommodated in a small space, which allows this retail space to be occupied, rather than remaining vacant while waiting for a business that can function effectively with limited square footage and store frontage.

(f) Will the Proposed Use be Suitable in View of the Use and Development of Adjacent and Nearby Properties?

From a land use perspective, the proposed use as a retail store would be suitable in view of the existing developments and adjacent uses which are primarily retail, restaurants, services and office, given the condition that operating hours are consistent with other uses in the plaza. However, if the long term vision of this commercial complex is family oriented revitalization, a different commercial center location may be more appropriate. There are no residential neighborhoods in the immediate vicinity within 1,000 feet from the subject site to the east, west and south; and the residential neighborhoods that are less than 1,000 linear feet are physically separated by two arterial roadways (Sullivan Avenue and Roosevelt Highway), and the AWP railroad right-of-way. Therefore, it is unlikely that a resident population would be impacted by the proposed use. Prior analysis of surrounding land uses also disclosed that the subject unit was more than 1,000 feet from any educational facility, day care, place of worship or park.

(g) Will the Proposed Conditional Use Adversely Affect the Existing Use or Usability of Adjacent or Nearby Properties?

The proposed use should not adversely affect the existing nearby properties, as they are compatible in use as retail, eating establishments, entertainment, services and office, and zoned C2 (Community Business), M1 (Light Industrial) and M2 (Heavy Industrial). However, the presence of the vape store in the International Plaza itself may limit the potential of future tenants occupying space in the commercial center if they are educational or recreational in nature, as such uses are typically associated with gatherings of youth, a sensitive population. Such uses would not be prohibited from locating there, but it should be considered that the existence of a vape shop may influence the decisions of future tenants as to whether to locate in the center.

(h) Is the Proposed Zoning Request in Conformance with the Policies and Intent of the Comprehensive Land Use Plan?

The proposed use is in accordance with the Comprehensive Plan and the Future Land Use Map which has a land use designation of Suburban Commercial. This classification is located primarily to the northwestern and southwestern edges of city limits along major corridors such as Camp Creek Parkway and Old National Highway. The character area is primarily reserved for commercial uses that are appropriately located along a corridor and compatible with the Georgia International Convention Center (GICC) and downtown business district, which are both resident and visitor serving.

(i) Will the Proposed Zoning Request Result in a Use that Will or Could Cause an Excessive or Burdensome Use of the Following?

- Transportation Infrastructure: The proposed CUP has minimal potential to impact surrounding roads and highways due to the potential volume of traffic associated with the use, as retail trip generation traffic volumes assigned to the space have already been factored into the City's Circulation Plan.



College Park Mayor/City Council
4843 Old National Highway CUP

- Community Facilities: The proposed CUP should not impact community facilities.
- Water/Sewer and other Utilities: The CUP proposal should not impact water/sewer or other utilities which are already provided by existing infrastructure.
- Public/Private Schools: The CUP proposal should not impact nearby schools, as there are no students directly generated by the proposed conditional use.

Staff Recommendation:

The subject property is located within an existing, older commercial strip center which is suitable for the requested retail vape store. The tenant (Hoops Atlanta) in the International Plaza that might have been directly impacted by proximity to an alternative nicotine product store has been closed for several years, although the new uses as a special event venue may host youth activities which may be considered more sensitive to proximity. There are compatible economic uses surrounding this area. The immediately surrounding properties are also currently zoned and in use for commercial, office and industrial businesses.

The subject site is over 2,000 feet from the nearest existing alternative nicotine inhaler business, separated by the I-85/I-285 right-of-way. Should the Mayor/City Council determine that the 2,000-foot separation is appropriate on which to base the distance threshold for this particular application, given that it was submitted at a time prior to the formal codification of distance standards, Staff recommends **APPROVAL of a CONDITIONAL USE PERMIT** to allow the use of 4843 Old National Highway as a vape shop, subject to the following conditions:

1. All state licensing requirements must be met.
2. The City Planner recommends hours of operation to be limited to 9:00 AM to 9:00 PM.
3. Only alternative nicotine products and accessories, as specified in the definition, will be permitted to be sold on the premises.
4. No outdoor display or seating
5. Review by Public Safety Department and incorporation of recommendations of operation as a condition of business license.

Planning Commission Recommendation:

The Planning Commission considered the application for the Conditional Use Permit on October 28, 2024 and determined that in this circumstance, given that specific distance standards between similar alternate tobacco businesses have not yet been codified, and approved a motion to address the distance standards at the upcoming Planning Commission meeting in December; *and* that the applicant signed the lease for the space in the summer of 2024 in order to qualify for a business license, not aware that a Conditional Use Permit was required for such a use; that a recommendation to the City Council to approve a Conditional Use Permit is appropriate.

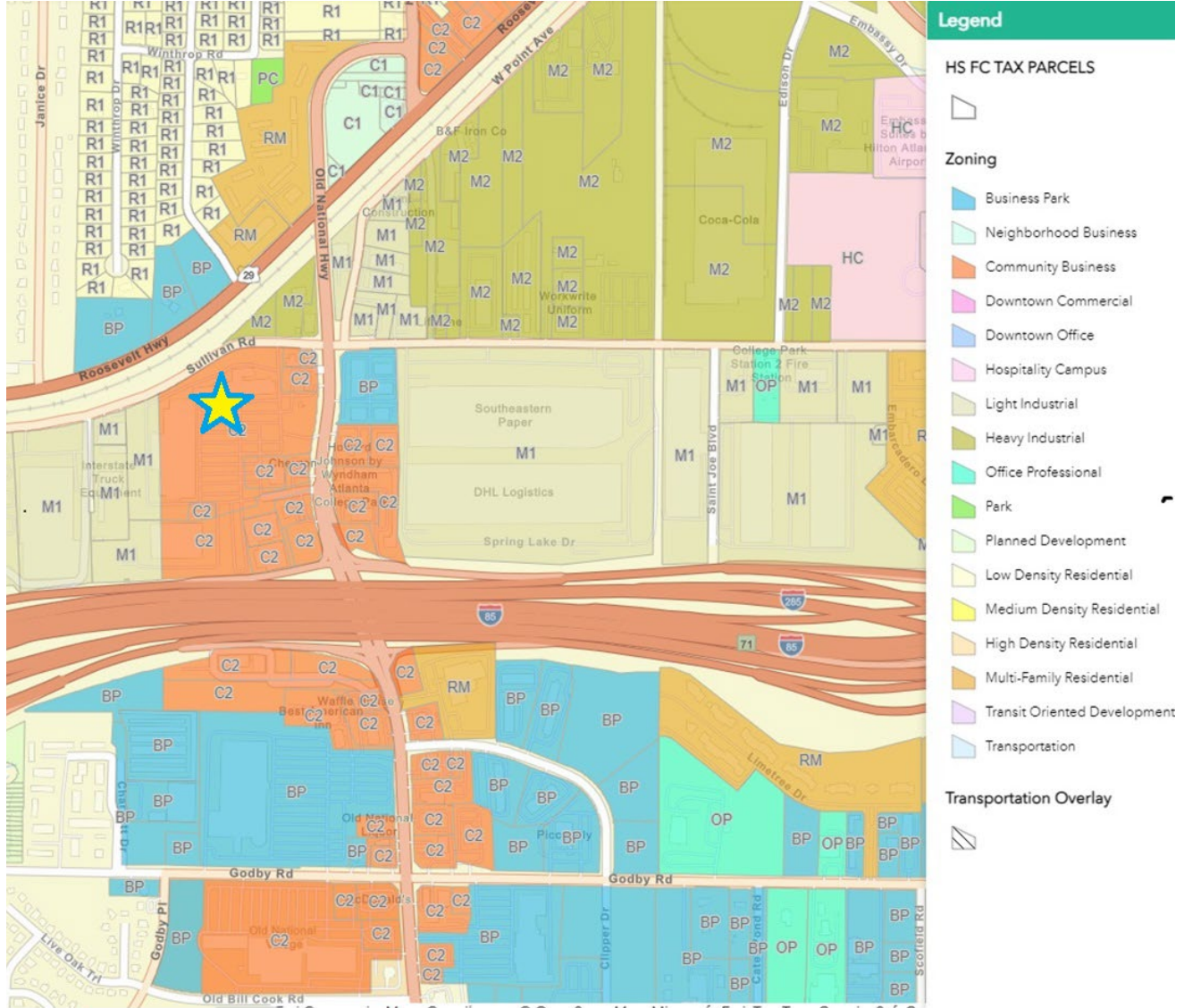
Should the City Council determine that the 3,000 foot separation is the standard on which to base the distance threshold for this application, Staff suggests the City Council **DENY a CONDITIONAL USE PERMIT** at 4843 Old National Highway as a vape shop.



College Park Mayor/City Council

4843 Old National Highway CUP

Zoning Map



 **Subject Property**



College Park Mayor/City Council
4843 Old National Highway CUP

Aerial View



 **Subject Property**



College Park Mayor/City Council
4843 Old National Highway CUP

Proposed Tenant Space



Proposed Tenant Space

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE NO. 2024-_____

1 AN ORDINANCE TO AUTHORIZE A CONDITIONAL USE PERMIT FOR REAL
2 PROPERTY LOCATED AT 4843 OLD NATIONAL HIGHWAY, COLLEGE PARK, GEORGIA
3 30337; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO PROVIDE FOR
4 REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO PROVIDE AN
5 ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL
6 PURPOSES.

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

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

11 **WHEREAS**, the subject property is located at 4843 Old National Highway, College Park,
12 Georgia 30337 and is currently zoned in the Community Business (“C2”) District (the “Property”);
13 and

14 **WHEREAS**, Adriane Booker – Clouded Up, LLC (“Applicant”) has requested a
15 Conditional Use Permit (“CUP”) to operate a “Vape Shop”; and

16 **WHEREAS**, a CUP is required for a “Vape Shop” to be operated within the C2 District
17 pursuant to the City’s Code of Ordinances, Appendix A, Article 3, Division 11, Section 3.35; and

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

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

25 **WHEREAS**, the governing authority finds that the application conforms to the
26 requirements of its designated zoning district, and the proposed use will not negatively impact the
27 surrounding properties and is consistent with the City’s future land use; and

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

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

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

34 **Section 1.** The request for a Conditional Use Permit to operate a “Vape Shop” located at
35 4843 Old National Highway, College Park, Georgia which is zoned in the Community Business
36 (C2) district is hereby granted.

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

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

42 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
43 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this

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

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

58 **Section 4.** The effective date of this Ordinance shall be the date of adoption unless
59 otherwise specified herein.

60 **Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
61 repealed to the extent of such conflict.

62 **Section 6.** The Ordinance shall be codified in a manner consistent with the laws of the
63 State of Georgia and the City of College Park. It is the intention of the governing body, and it is
64 hereby ordained that the provisions of this Ordinance shall become and be made part of the Code
65 of Ordinances, City of College Park, Georgia, and the sections of this Ordinance may be
66 renumbered to accomplish such intention.

67 **Section 7.** The City Clerk, with the concurrence of the City Attorney, is authorized to
68 correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

69 **SO ORDAINED** this _____ day of _____, 2024.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



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

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

DOC ID: 11562

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 6, 2024

TITLE: Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$19,240.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.

Attachments

The Collaborative Firm - Invoice #20240174 - \$19,240.00 (PDF)

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

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 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	10/9/2024 INVOICE-20240174 NET 30
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Bill To:
 City of College Park
 3667 Main Street
 College Park, Georgia 30337

Billing Period:
 September 2024 -
 Original Invoice
Submitted by: Brian Hightower

College Park Planning Services

Project Description	Rate	Total
Week Ending September 6, 2024 36.00 hours	\$ 130.00	\$ 4,680.00
Week Ending September 13, 2024 34.50 hours	\$ 130.00	\$ 4,485.00
Week Ending September 20, 2024 35.00 hours	\$ 130.00	\$ 4,550.00
Week Ending September 27, 2024 35.50 hours	\$ 130.00	\$ 4,615.00
Week Ending September 30, 2024 7.00 hours	\$ 130.00	\$ 910.00
Total: 141.00 hours		
	Labor Subtotal	\$ 19,240.00
Deborah Rogoff-Ezra		
Expenses Other Direct Costs (ODC's)		
	ODC Subtotal	\$0.00
	TOTAL INVOICE	\$ 19,240.00

College Park On Call Planning Services Billing Summary		
September 2024 -		
Staff	Week Ending September 6, 2024	
DE	SAGES building permit intakes and review/approval; Received customer phone call inquires; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; avg 2-3 business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. Respond to, and bring up to date, open records requests. Follow up on Six West residential density increase next steps; follow up on 1640 Virginia Avenue sign permit application and non-compliance with appeal terms. Follow up on Niema Sanders court case - re: parking citations. Council Council meeting, prepare agenda items for 9/16, update staff reports for MCC	36.00
Staff	Week Ending September 13, 2024	
DE	SAGES building permit intakes and review/approval; Received customer phone call inquires; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; avg 2-3 business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. Respond to, and bring up to date, open records requests - 4 zoning verification letters. Continued follow up on Six West residential density increase next steps; follow up on TOD district study and recommendation future revision process. City Council agenda meeting, prepare agenda items for 9/16, prepare presentations. Sages application issues - work with vendor to correct incorrect application information and assignment of certain application types to departments. Pre-application meeting for	34.50
Staff	Week Ending September 20, 2024	
DE	SAGES building permit intakes and review/approval; Received customer phone call inquires; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; avg 2-3 business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. 2 zoning verification letters. Follow up on annexation inquiry - Sullivan Road. Coordinate with potential applicant, city attorney, Councilman Carn. Provide code sections to Councilman Carn. City Council meeting, prepare presentations; City Attorney meeting. Open records requests. Staff report for Vape Shop CUP. Pre-application meetings	35.00
Staff	Week Ending September 27, 2024	
DE	SAGES building permit intakes and review/approval; Received customer phone call inquires; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; avg 2-3 business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. Complete 4 zoning verification letters. Follow up on inquiry for extended stay hotels. City Attorney coordination and text amendments. Open records requests. Presentation preparation for Vape Shop CUP. Prepare packages for distribution. Pre-application meetings	35.50

Staff	Week Ending September 30, 2024	
DE	SAGES building permit intakes and review/approval; made phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; avg 2-3 business licenses daily; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. Complete 3 zoning verification letters, walk-ins (3)	7.00
	Total Hours	148.00
	Hourly Rate	\$130.00
	TOTAL LABOR	\$19,240.00
		AMOUNT
	ODC	
	Total ODC	\$0.00
	Total Fee	\$19,240.00



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

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

DOC ID: 11584

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 13, 2024

TITLE: Consideration of and action on a request to approve an invoice payment for The Collaborative Firm, LLC in the amount of \$22,100.00 for College Park Planning Services. This is a budgeted item. Sponsored by City Manager, Dr. Emmanuel Adediran.

Attachments

The Collaborative Firm - Invoice #20240191 - \$22,100.00 (PDF)

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

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 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	11/11/2024 INVOICE-20240191 NET 30
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Bill To:
 City of College Park
 3667 Main Street
 College Park, Georgia 30337

Billing Period:
 October 2024 -
 Original Invoice
Submitted by: Brian Hightower

College Park Planning Services

Project Description		Rate	Total
Week Ending October 4, 2024	35.00 hours	\$ 130.00	\$ 4,550.00
Week Ending October 11, 2024	35.00 hours	\$ 130.00	\$ 4,550.00
Week Ending October 18, 2024	34.50 hours	\$ 130.00	\$ 4,485.00
Week Ending October 25, 2024	34.50 hours	\$ 130.00	\$ 4,485.00
Week Ending October 31, 2024	31.00 hours	\$ 130.00	\$ 4,030.00
Total: 139.00 hours			
		Labor Subtotal	\$ 22,100.00
Deborah Rogoff-Ezra			
Expenses Other Direct Costs (ODC's)			
		ODC Subtotal	\$0.00
		TOTAL INVOICE	\$ 22,100.00

College Park On Call Planning Services Billing Summary		
October 2024 -		
Staff	Week Ending October 4, 2024	
DE	SAGES building permit intakes and review/approval; Answer Customer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; surrounding property owners mailing list and letter preparation for applicant; assist applicants with sages system; Process business licenses ; Continued inquiry/assistance on applications, plat maps and zoning; research on questionable uses; 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. Complete zoning verification letters, meet with customer walk-ins regarding customer projects/questions	35.00
Staff	Week Ending October 11, 2024	
DE	SAGES building and 2 sign permit intakes and review/approval; Receive Answer customer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; assist applicants with sages system; 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.	35.00
Staff	Week Ending October 18, 2024	
DE	SAGES building and 2 sign permit intakes and review/approval; Answer customer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; assist applicants with sages system; Process 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.	34.50
Staff	Week Ending October 25, 2024	
DE	SAGES building and 2 sign permit intakes and review/approval; Answer customer phone calls daily; Respond to email inquiries daily; LDP reviews; Coordination for next BZA and PC meetings; legal notices; assist applicants with sages system; Process 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.	34.50

Staff	Week Ending October 31, 2024	
DE	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 and PC meetings; legal notices; assist applicants with sages system; Process 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.; 2 ZVLs	31.00
	Total Hours	170.00
	Hourly Rate	\$130.00
	TOTAL LABOR	\$22,100.00
		AMOUNT
	ODC	
	Total ODC	\$0.00
	Total Fee	\$22,100.00



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

DOC ID: 11561

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 5, 2024

TITLE: Consideration of and action on a request to approve annual agreement with PowerDMS, in the amount of \$10,211.34. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.

RECOMMENDATION:

Approve annual agreement with PowerDMS, in the amount of \$10,211.34. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.

BACKGROUND:

Proofs to show compliance with GACP Certification Standard, assign assessment tasks, track revisions, and status based grading. View Standards Manual electronically. A Policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflow's, signature capture and tracking, side-by-side comparison. Public Facing Documents, PowerDMS University, and Analytics for advanced reporting. A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional giving you the ability to attach policies to training courses while ensuring version control.

BUDGETED ITEM:

The cost of this service is budgeted from 100 3200 52 6170.

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

PowerDMS Annual Renewal (PDF)

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

Review:

Connie Rogers	Completed	11/06/2024 11:04 AM
City Attorney's Office	Pending	
Finance	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-1193	Order #:	Q-338307
Customer:	College Park Police Department (GA)	Valid Until:	1/18/2025
Effective Employee Count:	115		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	College Park Police Department (GA) Jewel Dunlap	Shipping Contact :	College Park Police Department (GA) Jewel Dunlap
Billing Address:	3717 College St College, GA 30337	Shipping Address:	3717 College St College, GA 30337
Billing Contact Email:	jdunlap@collegeparkga.com	Shipping Contact Email:	jdunlap@collegeparkga.com
Billing Phone:	(404) 761-3131	Shipping Phone:	(404) 761-3131

Payment Terms		Notes:
Payment Term:	Net 60	OPTION: Increase to 150-174 user tier upon renewal date.
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerStandards for GLECP	Recurring	1/18/2025	1/17/2026	1	Quantity Based	\$1,150.00
Attach proofs to show compliance with GACP Certification Standard, assign assessment tasks, track revisions, and status-based grading.						
GACP Manual (GA LE)	Recurring	1/18/2025	1/17/2026	1	Quantity Based	\$0.00
View Standards Manual electronically.						
PowerPolicy Professional Subscription	Recurring	1/18/2025	1/17/2026	174	User Count Based	\$9,061.34
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	1/18/2025	1/17/2026	174	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
Year 1 TOTAL:						\$10,211.34
Total: 						\$10,211.34

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEO GOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
College Park Police Department (GA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



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

DOC ID: 11565

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Consideration of and action on a request to approve a Holiday Incentive Bonus. This is a budgeted item. This item is requested by Director of Human Resources and Risk Management.

RECOMMENDATION:

Approval of an employee Holiday Incentive Bonus.

BACKGROUND:

This proposed bonus is requested as an incentive to employees who provide continuous service to our City. The incentive requested is for all employees, with part-time employees receiving one half of the approved amount.

BUDGETED ITEM:

This item is presented to Mayor and City Council as a budget modification. The recommendation is to provide a one-time incentive bonus of \$1,000 to approximately 383 full-time employees and \$500 to approximately 50 part-time employees.

The overall cost, including applicable taxes, is \$414,989.75.

STRATEGIC CONNECTION:

Insert Text Here

Attachments

Holiday Incentive Cost 2024 updated 11.8.24 (XLSX)

Prepared by: Rose Stewart
Department Director: [Insert Department Head Here]

Review:

City Manager's Office Pending
Rose Stewart Pending
City Clerk Pending
City Manager's Office Pending
Mayor & City Council Pending 11/18/2024 7:30 PM

Holiday Incentive Costs
as of 11/08/2024

Department	Total Employees	Holiday Incentive	Total Incentive with tax	Total Cost
1100-Legislative	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
	Part-time			
	1	\$500.00	\$538.25	\$538.25
1300 - Executive	Full-time			
	2	\$1,000.00	\$1,014.50	\$2,029.00
1510 - Financial Administration	Full-time			
	2	\$1,000.00	\$1,014.50	\$2,029.00
1512 - Accounting	Full-time			
	4	\$1,000.00	\$1,014.50	\$4,058.00
1516 - Business License	Full-time			
	1	\$1,000.00	\$1,014.50	\$1,014.50
1517 - Purchasing	Full-time			
	0	\$1,000.00	\$1,014.50	\$0.00
1535 - Information Technology	Full-time			
	8	\$1,000.00	\$1,014.50	\$8,116.00
1540 - Human Resources	Full-time			
	4	\$1,000.00	\$1,014.50	\$4,058.00
	Part-time			
	0	\$500.00	\$538.25	\$0.00
1570 - Public Information	Full-time			

	2	\$1,000.00	\$1,014.50	\$2,029.00
1575 - Engineering	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
2650 - Municipal Court	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
	Part-time			
	1	\$500.00	\$538.25	\$538.25
3200 - Police Administration	Full-time			
	12	\$1,000.00	\$1,014.50	\$12,174.00
	Part-time			
	0	\$500.00	\$538.25	\$0.00
3220 - Police Investigations	Full-time			
	10	\$1,000.00	\$1,014.50	\$10,145.00
3223 - Police Patrol	Full-time			
	67	\$1,000.00	\$1,014.50	\$67,971.50
	Part-time			
	7	\$500.00	\$538.25	\$3,767.75
3400 - Corrections	Full-time			
	4	\$1,000.00	\$1,014.50	\$4,058.00
	Part-time			
	0	\$500.00	\$538.25	\$0.00
3500 - Fire Administration	Full-time			
	4	\$1,000.00	\$1,014.50	\$4,058.00
	Part-time			
	1	\$500.00	\$538.25	\$538.25

3520 - Fire Suppression	Full-time			
	62	\$1,000.00	\$1,014.50	\$62,899.00
3560 - Emergency Medical Serv	Full-time			
	1	\$1,000.00	\$1,014.50	\$1,014.50
3800 - E911 Communications	Full-time			
	12	\$1,000.00	\$1,014.50	\$12,174.00
	Part-time			
	2	\$500.00	\$538.25	\$1,076.50
4000 - Public Works Administra	Full-time			
	1	\$1,000.00	\$1,014.50	\$1,014.50
4200 - Highways & Streets	Full-time			
	8	\$1,000.00	\$1,014.50	\$8,116.00
4250 - Storm Water	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
4300 - Sanitation	Full-time			
	23	\$1,000.00	\$1,014.50	\$23,333.50
	Part-time			
	1	\$500.00	\$538.25	\$538.25
4400 - Water & Sewer	Full-time			
	17	\$1,000.00	\$1,014.50	\$17,246.50
4600 - Power	Full-time			
	12	\$1,000.00	\$1,014.50	\$12,174.00
4610 - Warehouse	Full-time			
	1	\$1,000.00	\$1,014.50	\$1,014.50

4620 - Meter Reading	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
4630 - Customer Service	Full-time			
	12	\$1,000.00	\$1,014.50	\$12,174.00
4969 - Arena	Full-time			
	15	\$1,000.00	\$1,014.50	\$15,217.50
	Part-time			
	0	\$500.00	\$538.25	\$0.00
4970 - Convention Center	Full-time			
	39	\$1,000.00	\$1,014.50	\$39,565.50
	Part-time			
	16	\$500.00	\$538.25	\$8,612.00
5195 - Buildings & Grounds	Full-time			
	14	\$1,000.00	\$1,014.50	\$14,203.00
	Part-time			
	2	\$500.00	\$538.25	\$1,076.50
6100 - Recreation Administratic	Full-time			
	3	\$1,000.00	\$1,014.50	\$3,043.50
6110 - Recreation Programs	Full-time			
	11	\$1,000.00	\$1,014.50	\$11,159.50
	Part-time			
	14	\$500.00	\$538.25	\$7,535.50
6122 - Recreation Facilities	Full-time			
	9	\$1,000.00	\$1,014.50	\$9,130.50
	Part-time			

	5	\$500.00	\$538.25	\$2,691.25
7200 - Inspections	Full-time 6	\$1,000.00	\$1,014.50	\$6,087.00
7520 - Development	Full-time 1	\$1,000.00	\$538.25	\$538.25
7550 - Main Street Development	Full-time 1	\$1,000.00	\$1,014.50	\$1,014.50
Grand Total				

Grand Total
\$3,581.75
\$2,029.00
\$2,029.00
\$4,058.00
\$1,014.50
\$0.00
\$8,116.00
\$4,058.00

\$2,029.00
\$3,043.50
\$3,581.75
\$12,174.00
\$10,145.00
\$71,739.25
\$4,058.00
\$4,596.25

\$62,899.00
\$1,014.50
\$13,250.50
\$1,014.50
\$8,116.00
\$3,043.50
\$23,871.75
\$17,246.50
\$12,174.00
\$1,014.50

\$3,043.50
\$12,174.00
\$15,217.50
\$48,177.50
\$15,279.50
\$3,043.50
\$18,695.00

\$11,821.75
\$6,087.00
\$538.25
\$1,014.50
\$414,989.75



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

DOC ID: 11579

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Consideration of and action on a request to approve New World cloud hosting contract. This item is being requested by Chief Information Officer, Michael Hicks. This is a budgeted item. This will impact internal city operation.

RECOMMENDATION:

To view the signed contract by City Manager

BACKGROUND:

New World is our main software that we use for employee, finance, and economic development. Since 2008

BUDGETED ITEM:

Yes each department pays a portion this is allocated by Finance. The highlighted section is what we will get refunded once our team historical data is completely moved over

STRATEGIC CONNECTION:

Goal 5 Governance and Customer Service

Attachments

New World Cloud services 2024 signed contract (PDF)

RE TylerNew World Contract with Comments (MSG)

New World Invoice 2024 (PDF)

Prepared by: Michael Hicks
Department Director: Michael Hicks

Review:

City Manager's Office	Pending	
Michael Hicks	Completed	11/13/2024 9:51 AM
City Attorney's Office	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of College Park, Georgia.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term; provided, however, that for the first five renewal years (i.e., years 2 through 6 of the Agreement), the year-over-year increase in SaaS Fees will be 5%. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 To the fullest extent permitted by applicable law, we will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us primary control over its defense or settlement. We will not agree to a settlement that requires you to admit liability or pay money without your prior written consent. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. You will not agree to a settlement that requires us to admit liability or pay money without our prior written consent. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND ONE-HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND ONE-HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may

assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either you or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders

submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the

event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of College Park, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of College Park
PO Box 87137
College Park, GA 30337
Attention: _____

With a copy to:

Denmark Ashby, LLC
Attention: City Attorney
100 Hartsfield Centre Parkway
Suite 400
Atlanta, GA 30354





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
 Quote Expiration:
 Quote Name:

Dudley Wellington
 7/23/23
 College Park- Hosting

Sales Quotation For:

City of College Park
 PO Box 87137
 College Park GA 30337-0137

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Financials	
Accounting/General Ledger	\$ 23,573
Purchase Orders	\$ 7,409
Fixed Assets	\$ 4,040
ACFR Statement Builder	\$ 7,409
User License to Site License	\$ 81,111
eBenefits Admin	\$ 3,023
eEmployee	\$ 6,044
eSuite Base	\$ 4,155
CD Standards Users	\$ 0
Business Licensing	\$ 6,061
Position Control	\$ 4,040
Position Budgeting	\$ 4,040
Employee Event Tracking	\$ 4,040
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Benefit Administration	\$ 3,367
Project Accounting	\$ 4,040
Requisitions	\$ 4,040
PC Cash Register Interface	\$ 4,040
Misc Billing and Receivables	\$ 4,040
Grant Management	\$ 4,040
Bank Reconciliation	\$ 2,694
Payroll/HR	
Payroll/HR	\$ 16,163
Applicant Tracking	\$ 4,040
Community Development	
Parcel Management	\$ 4,040
Permits	\$ 7,409
Municipal Inspections	\$ 7,409
TOTAL	\$ 220,267

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
ERP Insights			
VPN Device & Install Fee	1	\$ 4,000	\$ 0
Other Services			
Project Planning Services for SaaS Flips	1	\$ 2,500	\$ 0
TOTAL		\$ 6,500	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 220,267
Total Tyler Services	\$ 6,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 6,500	\$ 220,267
Contract Total	\$ 226,767	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project

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Planning Services are

provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,

beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration

Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: DocuSigned by:
Michael Hicks
A7E106D470F647E... DocuSigned by:
Dr. Emmanuel Adediran
FA8A48ADAE24433... Date: 5/16/2024 | 1:54 PM EDT | 2:08 PM EDT

Print Name: _____ P.O.#: _____



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates; provided, however, that for the first five renewal years (i.e., years 2 through 6 of the Agreement), the year-over-year increase in SaaS Fees will be 5%.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.



- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Client will not pay for travel expenses for Tyler to cure Defects under Tyler's software warranty.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client’s database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Queenie Brown

From: Wellington, Dudley <Dudley.Wellington@tylertech.com>
Sent: Thursday, May 16, 2024 9:32 AM
To: Michael Hicks; Danielle Matricardi; Elle Whigham; Kanika Srivastava
Subject: RE: Tyler/New World Contract with Comments
Attachments: College Park, GA SaaS 050324 for signature.pdf

Good Morning Mike,

Hope you are doing well and keeping safe! Here is the contract for signature per the changes. Please review, sign, and send back if satisfactory.

Regards,

Dudley

From: Michael Hicks <mhicks@collegeparkga.com>
Sent: Wednesday, May 15, 2024 3:18 PM
To: Wellington, Dudley <Dudley.Wellington@tylertech.com>; Danielle Matricardi <dmatricardi@fincherdenmark.com>; Elle Whigham <ewhigham@denmarkashby.com>; Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: FW: Tyler/New World Contract with Comments

Dudley hi
Please see final email comments from our attorneys. Please send us back a clean copy with all edits..
Thanks



Michael Hicks
Chief Information Officer
City of College Park
3667 Main Street, College Park, Georgia 30337
404.669.4604 • mhicks@collegeparkga.com
www.collegeparkga.com
[Connect With College Park](#)



THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Elle Whigham <ewhigham@denmarkashby.com>
Sent: Tuesday, May 14, 2024 3:41 PM
To: Michael Hicks <mhicks@collegeparkga.com>; Kanika Srivastava <ksrivastava@collegeparkga.gov>
Cc: Danielle Matricardi <dmatricardi@denmarkashby.com>
Subject: RE: Tyler/New World Contract with Comments

Good afternoon,

Please see the attached contract with agreed upon provisions. At this point, there has been a consensus.

Sincerely,

Elle Whigham, Esq.

Transactional Associate at Denmark Ashby LLC

Phone: 770.478.9950

Mobile: 770.605.2651

Email: ewhigham@denmarkashby.com

100 Hartsfield Centre Pkwy, Suite 400
Atlanta, GA 30354

[Digital Brochure](#)

www.denmarkashby.com



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From: Elle Whigham
Sent: Tuesday, May 14, 2024 1:50 PM
To: Danielle Matricardi <dmatricardi@denmarkashby.com>
Subject: RE: Tyler/New World Contract with Comments

Will do.

Elle Whigham, Esq.

Transactional Associate at Denmark Ashby LLC

Phone: 770.478.9950

Mobile: 770.605.2651

Email: ewhigham@denmarkashby.com

100 Hartsfield Centre Pkwy, Suite 400
Atlanta, GA 30354

[Digital Brochure](#)

www.denmarkashby.com



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From: Danielle Matricardi <dmatricardi@denmarkashby.com>
Sent: Tuesday, May 14, 2024 1:42 PM
To: Elle Whigham <ewhigham@denmarkashby.com>
Subject: Fwd: Tyler/New World Contract with Comments

Please take a look and respond to the client

Danielle Matricardi, Esq.

Begin forwarded message:

From: Michael Hicks <mhicks@collegeparkga.com>
Date: May 13, 2024 at 3:22:54 PM EDT
To: Danielle Matricardi <dmatricardi@denmarkashby.com>, Winston Denmark <wdenmark@denmarkashby.com>
Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: FW: Tyler/New World Contract with Comments

Danielle/Winston

Please see final edit of contract from Tyler. This should be good now, correct?

Michael Hicks
Chief Information Officer
City of College Park
3667 Main Street, College Park, Georgia 30337
404.669.4604 • mhicks@collegeparkga.com
www.collegeparkga.com
[Connect With College Park](#)

THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Wellington, Dudley <Dudley.Wellington@tylertech.com>
Sent: Friday, May 10, 2024 2:31 PM
To: Michael Hicks <mhicks@collegeparkga.com>

Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: RE: Tyler/New World Contract with Comments

Happy Friday Michael and Kanika! Here is the updated contract and the proposal for it. Please review with attorney and hopefully we are ready for signature. If there are any questions please let me know.

Regards,

Dudley

From: Michael Hicks <mhicks@collegeparkga.com>
Sent: Wednesday, May 1, 2024 3:09 PM
To: Wellington, Dudley <Dudley.Wellington@tylertech.com>
Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: FW: Tyler/New World Contract with Comments

Dudley hi
Our attorneys have sent their responses. It looks good thus far, please see few changes..
Thanks

Michael Hicks
Chief Information Officer
City of College Park
3667 Main Street, College Park, Georgia 30337
404.669.4604 • mhicks@collegeparkga.com
www.collegeparkga.com
[Connect With College Park](#)
<image003.jpg>
<image004.jpg>
<image005.jpg>

THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Elle Whigham <ewhigham@denmarkashby.com>
Sent: Monday, April 29, 2024 3:42 PM
To: Michael Hicks <mhicks@collegeparkga.com>
Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>; Danielle Matricardi <dmatricardi@denmarkashby.com>; Winston Denmark <wdenmark@denmarkashby.com>
Subject: Re: Tyler/New World Contract with Comments

Mr. Hicks,

Please see the attached with our acceptances and rejections for the Tyler agreement.

Thanks.

Elle McCord-Whigham, Esq.
Transactional Associate at Denmark Ashby LLC

Office: 770.478.9950
Mobile: 770.605.2651
Email: ewhigham@denmarkashby.com

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From: Danielle Matricardi <dmatricardi@denmarkashby.com>
Date: Friday, April 26, 2024 at 2:38 PM
To: Michael Hicks <mhicks@collegeparkga.com>, Winston Denmark <wdenmark@denmarkashby.com>
Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>, Elle Whigham <ewhigham@denmarkashby.com>
Subject: Re: Tyler/New World Contract with Comments

Received and will do.

Danielle M. Matricardi, Esq.
Partner at Denmark Ashby LLC

Office: 770.478.9950
Direct: 770.692.2039
Cell : 404-565-4048
Email: dmatricardi@denmarkashby.com

100 Hartsfield Centre Pkwy, Suite 400
Atlanta, GA 30354

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From: Michael Hicks <mhicks@collegetparkga.com>
Date: Friday, April 26, 2024 at 2:37 PM
To: Winston Denmark <wdenmark@denmarkashby.com>, Danielle Matricardi <dmatricardi@denmarkashby.com>
Cc: Kanika Srivastava <ksrivastava@collegetparkga.gov>
Subject: Tyler/New World Contract with Comments

Danielle/Winston hi

Please see Tyler response to your request throughout the contract. I would like this back as soon as possible so we can move New World to the cloud.

Thanks

Michael Hicks
Chief Information Officer
City of College Park
3667 Main Street, College Park, Georgia 30337
404.669.4604 • mhicks@collegetparkga.com
www.collegetparkga.com
[Connect With College Park](#)
<image003.jpg>
<image004.jpg>
<image005.jpg>

THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Wellington, Dudley <Dudley.Wellington@tylertech.com>
Sent: Tuesday, April 23, 2024 1:20 PM
To: Michael Hicks <mhicks@collegetparkga.com>
Cc: Kanika Srivastava <ksrivastava@collegetparkga.gov>
Subject: RE: Tyler/New World Contract with Comments

Good Afternoon Mike and Kanika,

Hope the both of you are doing well and keeping safe! Here is the update to the contract that our Legal group. Please review and let me know your thoughts.

Regards,

Dudley

From: Michael Hicks <mhicks@collegeparkga.com>
Sent: Monday, April 15, 2024 2:06 PM
To: Wellington, Dudley <Dudley.Wellington@tylertech.com>
Cc: Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: FW: Tyler/New World Contract with Comments

Dudley hi
Please look at the contract that has been edited by our attorneys. I would like to get this back soon so I can move forward.

Thanks

Michael Hicks
Chief Information Officer
 City of College Park
 3667 Main Street, College Park, Georgia 30337
 404.669.4604 • mhicks@collegeparkga.com
www.collegeparkga.com
[Connect With College Park](#)
 <image003.jpg>
 <image004.jpg>
 <image005.jpg>

THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Michael Hicks
Sent: Monday, April 15, 2024 11:32 AM
To: Kanika Srivastava <ksrivastava@collegeparkga.gov>
Subject: FW: Tyler/New World Contract with Comments

FYI..

Michael Hicks
Chief Information Officer
 City of College Park
 3667 Main Street, College Park, Georgia 30337
 404.669.4604 • mhicks@collegeparkga.com
www.collegeparkga.com
[Connect With College Park](#)
 <image003.jpg>

<image004.jpg>
<image005.jpg>

THE "HEALTH" OF OUR COMMUNITY, ENSURES THE LONGEVITY OF OUR COMMUNITY.

From: Elle Whigham <ewhigham@denmarkashby.com>
Sent: Monday, April 15, 2024 10:57 AM
To: Michael Hicks <mhicks@collegeparkga.com>
Cc: Danielle Matricardi <dmatricardi@denmarkashby.com>
Subject: Tyler/New World Contract with Comments

Good morning,

Please see the attached contract with recommendations for change.

Sincerely,

Elle McCord-Whigham, Esq.
Transactional Associate at Denmark Ashby LLC

Office: 770.478.9950
Mobile: 770.605.2651
Email: ewhigham@denmarkashby.com

100 Hartsfield Centre Pkwy, Suite 400
Atlanta, GA 30354

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<image006.png>

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Remittance:

Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-477421	07/25/2024	1 of 1

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF COLLEGE PARK
 MICHAEL HICKS
 PO BOX 87137
 COLLEGE PARK, GA 30337-0137

Ship To: CITY OF COLLEGE PARK
 MICHAEL HICKS
 PO BOX 87137
 COLLEGE PARK, GA 30337-0137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
49874	211140	2023-382867-F5S6L5	USD	NET45	09/08/2024

Description	Extended Price
NW Annual SaaS Fee - Year 1 - Term - "07.01.24 - 06.30.25" and Client receives Credit for Overlapping Maintenance invoices Commencing on first day of SaaS term	220,267.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Accounting/General Ledger - Subscription	23,573.00	100 %	23,573.00
Purchase Orders - Subscription	7,409.00	100 %	7,409.00
Fixed Assets - Subscription	4,040.00	100 %	4,040.00
ACFR Statement Builder	7,409.00	100 %	7,409.00
User License to Unlimited Site License - Subscription	81,111.00	100 %	81,111.00
eBenefits Admin - Subscription	3,023.00	100 %	3,023.00
eEmployee - Subscription	6,044.00	100 %	6,044.00
eSuite Base - Subscription	4,155.00	100 %	4,155.00
Business Licensing - Subscription	6,061.00	100 %	6,061.00
Position Control - Subscription	4,040.00	100 %	4,040.00
Position Budgeting - Subscription	4,040.00	100 %	4,040.00
Employee Event Tracking - Subscription	4,040.00	100 %	4,040.00
Benefits Administration - Subscription	3,367.00	100 %	3,367.00
Project Accounting - Subscription	4,040.00	100 %	4,040.00
Requisitions - Subscription	4,040.00	100 %	4,040.00
PC Cash Register Interface - Subscription	4,040.00	100 %	4,040.00
Misc Billing & Receivables - Subscription	4,040.00	100 %	4,040.00
Grant Management - Subscription	4,040.00	100 %	4,040.00
Bank Reconciliation - Subscription	2,694.00	100 %	2,694.00
Payroll/HR - Subscription	16,163.00	100 %	16,163.00
Applicant Tracking - Subscription	4,040.00	100 %	4,040.00
Parcel Management - Subscription	4,040.00	100 %	4,040.00
Permits - Subscription	7,409.00	100 %	7,409.00
Municipal Inspections - Subscription	7,409.00	100 %	7,409.00

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 11579 : New World Invoice

Subtotal	220,267.00
Sales Tax	0.00
Invoice Total	220,267.00



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

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

DOC ID: 11583

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 13, 2024

TITLE: Consideration of and action on a request to approve the Supplemental Lease Amendment for the FAA Building. Item presented by Ron Williams, Colliers.

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

Review:

Emmanuel Adediran	Pending	
City Attorney's Office	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



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

DOC ID: 11581

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 11, 2024

TITLE: Consideration of and action on a request to approve the proposed City of College 2024-2025 City Wide events. This is requested by Director of Recreation & Cultural Arts Michelle Johnson. This is a budgeted item in Ward 1, 2, 3, and 4.

RECOMMENDATION:

Approve proposed City of College Park 2024-2025 City Wide events presented by Recreation and Cultural Arts Department.

BACKGROUND:

Each year the College Park Recreation and Cultural Arts Department hosts annual city-wide events. The events include the Senior Thanksgiving Luncheon which is a luncheon celebration for our seniors in College Park. For the holiday events the department host the annual Light Up College Park and the Tinsel Trail which is a collaboration with College Park Main Street Association (CPMSA). The annual Christmas Parade is a celebration down Main Street in which is coordinate with the College Park Police Department who coordinates with Georgia Department of Transportation on approval for road closure for the date and time. For the event Santa Coming to Town the department coordinates with both the College Park Fire and Police Departments for the need of a fire truck and police escort for Mr. and Mrs. Claus, officials and staff to caravan throughout the city spreading holiday joy through the community. The proposed dates are as follows:

City Wide Holiday Events 2024	Date	Location	Budgeted Amount

Senior Thanksgiving Luncheon	Thursday, November 21 st	Tracey Wyatt Complex	\$ 5000
Light-Up the City and Tinsel Trail	Monday, December 2 nd	City Auditorium Lawn	\$ 5000
Christmas Parade	Saturday, December 7 th	Main Street	\$ 5000
Santa is Coming to Town	Saturday, December 14 th	College Park Area	\$ 3000

The Recreation & Cultural Arts Department with the Cultural Arts Committee has continued to expand city-wide cultural arts programming. With the continued support of funding from the city budget and Fulton County Arts and Culture (FCAC) 2024 grant award of \$ 24,500 the department works to offer more cultural arts celebration for the community. The cultural events include for approval is for the Black History Month Program and the Juneteenth Celebration Parade and Festival. The proposed dates are as follows:

Cultural Arts 2025	Date	Location	Budget Amount
Black History Month Program	Sunday, February 2 nd (the date is based on availability of the GICC)	GICC	\$ 20,000 (\$10,000 from City/\$10,000 FCAC Grant)
Juneteenth Celebration Parade & Festival	Thursday, June 19 th	Main Street & City Auditorium Lawn	\$20,000 (\$10,000 City/\$10,000 FCAC)

For the 2024 Black History Program, Mayor and Council approved additional funding for food for the historic event in the amount of \$ 15,000 in which is not in the current budget for this event.

BUDGETED ITEM:

These city-wide special holiday events are budgeted items in the Recreation and Cultural Arts for programming. In the future there may be a need to request for

additional funding for food for the Black History Program if needed due to there is no dietary budget in the Recreation and Cultural Arts Department.

STRATEGIC CONNECTION:

This project supports the City of College Park Strategic Plan Goal II: Quality of Life:

1. Advance ways to increase community collaboration and implement initiatives to become “One” College Park.
3. Improve the recreation and parks system so that it better aligns with the goals and needs of the community.
4. Increase participation in community activities including conferences, recreation, arts, crafts, festivals, and cultural experiences at the GICC, Gateway Arena and throughout College Park.

Attachments

RCA Holiday Events 2024 (JPG)

City of College Park - City Wide Events 2024-2025 - UPDATE (PDF)

Prepared by: Michelle Johnson
Department Director: Michelle Johnson, Director of Recreation & Cultural Arts

Review:

Lance Terry Pending

Yanous Barner Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 11/18/2024 7:30 PM

COLLEGE PARK
GEORGIA

COLLEGE PARK



Holiday Special Events

Proposed Dates 2024

LIGHT UP THE CITY & HOLIDAY TINSEL TRAIL CPMSA

MONDAY, DECEMBER 2, 2024 | TIME: 6:00 PM – 8:00 PM

LOCATION: COLLEGE PARK AUDITORIUM – LAWN AREA

48TH ANNUAL COLLEGE PARK CHRISTMAS PARADE

SATURDAY, DECEMBER 7, 2024 | TIME: 9:30 AM – 11:00 AM

LOCATION: MAIN STREET, COLLEGE PARK

PARADE ENTRY DEADLINE MONDAY, NOVEMBER 4, 2024

SANTA'S COMING TO TOWN

SATURDAY, DECEMBER 14, 2024 | TIME: 9:00 AM – 4:00 PM

LOCATION: COLLEGE PARK AREAS

For more information please visit www.collegeparkrca.com



CITYWIDE EVENTS 2024-2025

Trunk or Treat and Haunted House – Friday, October 25, 2024

Location: Tracey Wyatt Recreation Complex

Time: 6:00 pm – 9:00 pm

51st Annual Senior Thanksgiving Luncheon – Thursday, November 21, 2024

Theme: “Masquerade”

Location: Tracey Wyatt Recreation Complex

Time: 11:30 am – 1:00 pm

HOLIDAY SPECIAL EVENTS 2024

30th Light Up the City & Holiday Tinsel Trail CPMSA - Monday, December 2, 2024

Location: College Park Auditorium – Lawn Area

Time: 6:00 pm – 8:00 pm

Tree lighting ceremony and holiday spectacular performances.

48th Annual College Park Christmas Parade - Saturday, December 7, 2024

Theme: “Georgia on My Mind”

Grand Marshal: TBA

Location: Main Street, College Park

Time: 9:30 am – 11:30 am

Parade participants will start lining up at College St. and Yale Ave.

Section A–Truist Bank (3857 Main Street)

Sections B & C – John Wesley Ave (College Park Regional Health Center- 1920 John Wesley Ave.)

Santa’s Coming to Town - Saturday, December 14, 2024

Location: College Park Areas

Time: 9:00 am – 4:00 pm

CULTURAL ARTS 2025

Black History Month Program – Sunday, February 2, 2025

Location: GICC Salons 5-8

Time: 2:00 pm – 4:00 pm

Women's History Month Program/Wine Stroll – March 13, 2025

Location: College Park Auditorium – Lawn Area

Time: 6:30 pm – 8:00 pm

Seniors by Seniors/Older Americans Month

Location: Tracey Wyatt Recreation Complex

Thursday, May 22, 2025

11:00 am-12:30 pm

City of College Park



Juneteenth Celebration: Parade & Festival - Thursday, June 19, 2025

Time: 10:00 am – 8:00 pm

Parade participants will start lining up at College St. and Yale Ave.

Section A–Truist Bank (3857 Main Street)

Sections B & C – John Wesley Ave (College Park Regional Health Center- 1920 John Wesley Ave.)

Festival: Phillips Park BIDA 18 acres or College Park Memorial Commons

SPRING CITYWIDE EVENTS 2025

Annual Easter Egg Hunt - Thursday, April 17, 2024

Location: Bill Badgett Stadium – Field Area

Time: 10:30 am – 12:00 pm

Children ages 3-6 will explore the GREAT Bill Badgett Stadium searching for eggs, treats, and 10 hidden golden eggs throughout the football field! A surprise visit from the Easter Bunny caps off the event.



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

DOC ID: 11582

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 11, 2024

TITLE: Consideration of and action on a request to approve the hiring of park attendants for restroom coverage at Barrett, Phillips and Zupp city parks from October 1st through March 30th annually. This is due to vandalism and concerns of public safety and accessibility. Sponsored by Councilwoman Jamelle McKenzie and presented by Rose Stewart, HR.

City Fall/Winter Restroom Coverage

When plans for the new restroom facility in Barrett Park were put in place, there was no mention of whether or how the facility would remain open during the absence of seasonal part time park attendants. As a result, our restrooms in Barrett and Phillips Park which remain open have not been monitored since October, 2024. This has presented several issues and challenges for our community.

Due to vandalism and concerns of public safety and accessibility I am proposing that all three restrooms in Barrett, Phillips and Zupp city parks will maintain open hours of 8 am - 6 pm seven days a week from October 1 through March 30 annually.

In order to begin this endeavor during this fiscal year, park attendants will be hired to monitor and maintain park restrooms effective December 15, 2024 which will provide 7 pay cycles.

Park attendant duties will consist of but will not limited to:

1. Assignment to facilities in one of three parks
2. Opening and closing of facilities

3. Hourly cleaning and refreshing of restroom facilities
4. Admitting entry to Barrett Park SMART restroom users (all attendants will have this capability regardless of their park assignment)
5. Monitoring activity and cleanliness in assigned parks
6. Attendance at Weekly team meeting

Organizational Structure

Two teams (Team 1 = Supervisor A and Attendants A-C; and Team 2 = Supervisor B and Attendants D -F)

Each team is led by a supervisor. Supervisors are responsible for overseeing Attendants in all three parks and ensuring that all duties are carried out. Supervisors lead weekly meetings and report directly to Buildings and Grounds leadership. Supervisors are responsible for keeping inventory of cleaning supplies and items for restrooms and parks.

Schedule

Monday - Wednesday - Team 1

Supervisor A: Hours 8 am - 6 pm

Attendants A through C: Hours 8 am - 6 pm

Thursday (*note: both teams work 6 hours on Thursdays*)

Supervisor A: Hours 8 am - 2 pm

Attendants A through C: Hours 8 am - 2 pm

Team 1 - Weekly meeting 1 pm - 2 pm

Team 2 - Weekly meeting 12 pm - 1 pm

Supervisor B: Hours 12 pm - 6 pm

Attendants D - F: Hours 12 pm - 6 pm

Friday - Sunday - Team 2

Supervisor B: Hours 8 am - 6 pm

Attendants D - F: Hours 8 am - 6 pm

Park Attendant part time compensation

36 hours per week @\$16.41 (6 attendants)

36 hours per week @\$20 (2 supervisors)

1181.52 part time attendant biweekly @7 cycles = \$8270.64

1440 part time supervisor biweekly @7 cycles = \$10,080

Total for 6 p/t attendants @ \$8270.64 = \$49,623.84

Total for 2 supervisors @ \$10,080 = \$20,160

Total = \$69,783.84

Funding for December 2024 - through March 2025 will be taken from budget line - (unused salary savings in Public Works)

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

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



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WWW.COLLEGE PARKGA.COM

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

DOC ID: 11586

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 13, 2024

TITLE: Consideration of and action on a request to approve an ordinance by the Mayor and City Council to amend Article IV (Nuisance Abatement) and adopt Article VII (Hotels, Motels, and Extended-Stay Hotels) within Chapter 8 (Health and Sanitation) of the City of College Park, GA; To repeal conflicting ordinances; To provide an adoption date; to provide an effective date; and to provide for other lawful purposes. Sponsored by Councilman Joe Carn.

Attachments

2024-14 Nuisance Abatement (PDF)

Prepared by: Melanie Stephens
Department Director: Joe Carn

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

ORDINANCE NO. 2024-14

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO AMEND ARTICLE IV (NUISANCE ABATEMENT) AND ADOPT ARTICLE VII (HOTELS, MOTELS, AND EXTENDED-STAY HOTELS) WITHIN CHAPTER 8 (HEALTH AND SANITATION) OF THE CITY OF COLLEGE PARK, GEORGIA; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of College Park, Georgia (hereinafter the “City”) is the Mayor and Council thereof; and

WHEREAS, the City is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council agree that to properly maintain public health and safety for City citizens and tourists, there must be established nuisance abatement terms and regulations within the City; and

WHEREAS, the Mayor and Council agree that further nuisance abatement regulations and penalties regarding hotels, motels, and extended-stay hotels must be recognized in furtherance to promote safety and tourism for the City; and

WHEREAS, the adoption of such nuisance abatement terms and regulations will ensure the efficient operation of the City.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, and by the authority thereof:

Section 1. Chapter 8 (“Health and sanitation”), Article I (“In general”), Section 8-2 (“Nuisances generally; defined, abatement”) is hereby amended by deleting the text within the section in its entirety and inserting new language to be read and codified as set forth below:

“Sec. 8-2. – Reserved.”

Section 2. Chapter 8 (“Health and Sanitation”), Article IV (“Nuisance Abatement”) of the City’s Code of Ordinances is hereby amended by deleting the text within the Article in its entirety and inserting new language to be read and codified as set forth in **Exhibit A** attached hereto and incorporated herein.

Section 3. Article VII (“Hotels, Motels, and Extended-Stay Hotels Maintenance Code”) within Chapter 8 (“Health and Sanitation”) of the City’s Code of Ordinances is hereby adopted, to be read and codified as set forth in **Exhibit B** attached hereto and incorporated herein.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5. (a) It is hereby declared to be the intent of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

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

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

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of College Park. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of College Park, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 8. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener’s errors found in this Ordinance, including its exhibits, as enacted.

Section 9. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

SO ORDAINED this _____ day of _____, 2024.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT A

CHAPTER 8 – HEALTH AND SANITATION

[...]

ARTICLE IV. – NUISANCE ABATEMENT

Sec. 8-56. – Legislative findings; Public necessity.

- (a) The governing authority finds that there is within the City of College Park, the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation or for commercial, industrial, or business occupancy or use, or structures in which drug crimes may be being committed, and not in compliance with the applicable state minimum standard codes as adopted by ordinance or operation of law or any optional building, fire, life safety, or other codes relative to the safe use of real property and real property improvements adopted by City ordinance; or general nuisance law and which constitute a hazard to the health, safety, and welfare of the residents of the City of College Park, and that a public necessity exists for the repair, Closing, or demolition of such dwellings, buildings, or structures.
- (b) It is found and declared that in the City of College Park, where there is in existence a condition or use of real estate which renders adjacent real estate unsafe or inimical to safe human habitation, such use is dangerous and injurious to the health, safety, and welfare of the people of the City of College Park, and a public necessity exists for the repair of such condition or the cessation of such use which renders the adjacent real estate unsafe or inimical to safe human habitation.

Sec. 8-57. - Definitions.

- (a) *Applicable Codes* shall mean:
 - (1) Any optional housing or abatement standard provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;
 - (2) Any fire or life safety code as provided for in Chapter 2 of Title 25 of the Official Code of Georgia Annotated;
 - (3) Any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in Chapter 2 of Title 8 of the Official Code of Georgia Annotated after October 1, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those building or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law.
 - (4) Any ordinances which regulate and prohibit activities on property or declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such ordinances.
 - (5) Any provision within Chapter 8 of the City's Code of Ordinances.

- (b) *Closing* shall mean causing a dwelling, building, or structure to be vacated and secured against unauthorized entry.
- (c) *Drug Crime* shall mean an act which is a violation of Article 2 of Chapter 13 of Title 16 of the Official Code of Georgia Annotated, known as the “Georgia Controlled Substances Act.”
- (d) *Dwellings, buildings, or structures* shall mean any building or structure, or part thereof used and occupied for human habitation or commercial, industrial, or business uses, or intended to be so used, and includes any outhouses, improvements, and appurtenances belonging thereto or usually enjoyed therewith and also includes any building or structure of any design.
- (e) *Governing Authority* shall mean the Mayor and City Council of College Park, Georgia.
- (f) *Nuisance* shall mean anything that causes hurt, inconvenience, or damage to another and the fact that the act done may otherwise be lawful shall not keep it from being a nuisance. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable man. The definition of "nuisance" herein shall be in addition to all other definitions of nuisance contained in the Code and ordinances of the city.
- (g) *Public Authority* shall mean any member of a governing authority, any housing authority officer, or any officer who is in charge of any department or branch of the government of the City of College Park relating to public safety, health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in the City of College Park.
- (h) *Public Officer* shall mean persons designated and appointed to exercise the powers prescribed by this ordinance.
- (i) *Repair* shall mean altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the Applicable Codes in the City of College Park and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.
- (j) *Resident* shall mean any person residing in the City of College Park on or after the date on which the alleged nuisance arose.
- (k) *Interested Party* shall mean:
 - (1) The owner of the title in fee simple and every mortgagee of record
 - (2) Those parties having an interest in the business/property through applying and receiving a valid business license and who are able to receive service of process and be held liable in a court of law pursuant to the business license Affidavit of Ownership Form.

- (3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
- (4) Those parties having filed a notice in accordance with Article 1 of Chapter 3 of Title 48 of the Official Code of Georgia Annotated;
- (5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the county courthouse or by the clerk of the court. Interested parties shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected; and

Sec. 8-58. – Duties of Interested Parties.

It is the duty of the Interested Party of every dwelling, building, structure, or property within the City of College Park to construct and maintain such dwelling, building, structure, or property in conformance with Applicable Codes in force within the City of College Park, or such ordinances which regulate and prohibit activities on property and which declare it to be a public nuisance to construct or maintain any dwelling, building, structure, or property in violation of such codes or ordinances.

Sec. 8-59. - Public Officers; Designation and powers.

(a) The following Public Officer(s) are designated to enforce the provisions this Article:

- (1) The Chief Building Official;
- (2) The Fire Chief;
- (3) The Police Chief;
- (4) Any Code Enforcement officer; or
- (5) Any person/entity specially appointed and designated by any of the above officials.

(b) The designated Public Officers shall be empowered to:

- (1) Investigate the dwelling conditions in the City of College Park to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of Drug Crimes.
- (2) When there is probable cause to make an inspection to enforce the provisions of this Article, or whenever there is reasonable cause to believe that there exists a condition in violation of this Code, personnel identified in this Code are authorized to enter the

structure or premises, including individual rooms in such a manner as to conform to all State and federal laws.

- (3) Administer oaths and affirmations, to examine witnesses, and to receive evidence;
- (4) Issue citations for violations of state minimum standard codes, optional building, fire, life safety, and other codes adopted by ordinance, and existence of conditions creating a public health hazard or general nuisance and seek to enforce such citations in a court of competent jurisdiction prior to issuing a complaint in rem as provided herein.
- (5) Appoint and fix the duties of such officers, agents, and employees as he or she deems necessary to carry out the purposes of this Article.
- (6) Delegate any of his or her functions and powers under this Article to such officers and agents as he or she may designate.
- (7) Determine any dwelling, building, or structure as unfit or vacant, dilapidated, and being used in conjunction with the commission of a Drug Crime and any additional power under O.C.G.A. § 41-2-1 *et seq.*

Sec. 8-60. - Jurisdiction and complaint procedure.

- (a) The Municipal Court shall have full power to order the abatement of any nuisance, whether public or private, within the city, and the appropriate city officials or the sheriffs of the counties or their deputies shall have full power and authority to execute the court's order.
- (b) Whenever a request is filed with the Public Officer by a public authority or by at least five (5) residents of the City charging that any dwelling, building, or structure is unfit for human habitation or for commercial, industrial, or business use and not in compliance with Applicable Codes; is vacant and being used in connection with the commission of Drug Crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the Public Officer(s) shall make an investigation or inspection of the specific dwelling, building, structure, or property.
 - (b) If the investigation or inspection identifies that any dwelling, building, structure, or property is unfit for human habitation or for commercial, industrial, or business use and not in compliance with Applicable Codes; is vacant and being used in connection with the commission of Drug Crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the Public Officer(s) may issue a complaint against the lot, tract, or parcel of real property on which such dwelling, building, or structure is situated or where such public health hazard or general nuisance exists and shall cause summons and a copy of the complaint in rem to be served on the Interested Party in such dwelling, building, or structure.
- (c) The complaint shall identify the subject real property by appropriate street address and official tax map reference; identify the Interested Party; state with particularity the factual basis for the action; and contain a statement of the action sought by the Public Officer(s) to

abate the alleged nuisance. The summons shall notify the Interested Party that a hearing will be held at a date and time certain. Such hearing shall be held not less than fourteen (14) nor more than forty-five (45) days after the filing of said complaint in rem.

- (d) The Interested Party shall have the right to file an answer to the complaint in rem and to appear in person or by attorney and offer testimony at the time and place of the hearing specified in the summons.

Sec. 8-61. - Hearing; Judicial determination; Surety.

- (a) If after notice and hearing, the court determines that the dwelling, building, or structure in question is unfit for human habitation or is unfit for its current commercial, industrial, or business use and not in compliance with Applicable Codes; is vacant and being used in connection with the commission of Drug Crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions, the court shall state in writing findings of fact in support such determination and shall issue and cause to be served upon the Interested Party in interest that have answered the complaint or appeared at the hearing an order:
- (1) If the repair, alteration, or improvement of the said dwelling, building, or structure can be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the Interested Party, within the time specified in the order, to repair, alter, or improve such dwelling, building, or structure so as to bring it into full compliance with the Applicable Codes relevant to the cited violation(s) and, if applicable, to secure the structure so that it cannot be used in connection with the commission of crimes; or
 - (2) If the repair, alteration, or improvement of the said dwelling, building, or structure in order to bring it into full compliance with Applicable Codes relevant to the cited violation(s) cannot be made at a reasonable cost in relation to the present value of the dwelling, building, or structure, requiring the Interested Party, within the time specified in the order, to demolish and remove such dwelling, building, or structure and all debris from the property.
- (b) For purposes of this Article the court shall make its determination of reasonable cost in relation to the present value of the dwelling, building or structure without consideration of the value of the land on which the structure is situated; provided, however, that costs of the preparation necessary to repair alter, or improve a structure may be considered. Income and financial status of the Interested Party shall not be a factor in the court's determination. The present value of the structure and the costs of repair, alteration, or improvement may be established by affidavits of real estate appraisers with a Georgia appraiser classification as provided in Chapter 39A of Title 43, of the Official Code of Georgia Annotated; qualified building contractors, or qualified building inspectors without actual testimony presented. Costs of repair, alteration, or improvement of the structure shall be the cost necessary to bring the structure into compliance with the Applicable Codes relevant to the cited violations in force in the City of College Park.

- (c) The court may require the Interested Party to provide sufficient surety to guarantee the completion of the repair, alteration, or improvement in accordance with the time specified in its order. What constitutes sufficient surety shall be determined on a case by case basis by the court and may include but not be limited to a cash bond or letter of credit; provided, however, when the case involves single or multi-family residential units, the court shall also consider relocation expenses for lessees when determining sufficient surety.

Sec. 8-62. - Failure to comply; Enforcement.

- (a) If the Interested Party fails to comply with the court's order to repair or demolish the dwelling, building, or structure within the time specified, the Public Officer may cause such dwelling, building, or structure, to be repaired, altered, improved, to be vacated and closed, or demolished. Such abatement action by the Public Officer shall commence within two hundred and seventy (270) calendar days after the time specified in the court's order directing the Interested Party to abate the nuisance; provided that any equitable relief granted by a court of competent jurisdiction shall not be counted toward the two hundred and seventy (270) calendar days in which the Public Officer must commence abatement.
- (b) The Public Officer shall cause to be posted on the main entrance of the building, dwelling, or structure a placard with the following words: *"This building is unfit for human habitation or commercial, industrial, or business use and does not comply with the applicable codes or has been ordered secured to prevent its use in connection with drug crimes or constitutes an endangerment to public health or safety as a result of unsanitary or unsafe conditions. The use or occupation of this building is prohibited and unlawful."*
- (c) If the Public Officer has the structure demolished, reasonable effort shall be made to salvage reusable materials for credit against the cost of demolition. The proceeds of any monies received from the sale of salvaged materials shall be used or applied against the cost of the demolition and removal of the structure, and proper records shall be kept showing application of sales proceeds. Any such sale of salvaged materials may be made without the necessity of public advertisement and bid. The Public Officer and Governing Authority are relieved of any and all liability resulting from or occasioned by the sale of any such salvaged materials, including, without limitation, defects in such salvaged materials.
- (d) Any Interested Party violating the provisions of this Article shall be guilty of a separate offense for each and every day during which any violation of any provision of this Article is committed, continued, or permitted by that person and shall be punished accordingly.
- (1) The violation of the provisions of this Article be abated as a nuisance. The City may, in addition, or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and this Code.
- (2) If the Interested Party fails to comply with any of the requirements of this section, the court shall impose a fine in accordance with the following schedule:

- a. First conviction in a calendar year: a minimum of five hundred dollars (\$500.00);
- b. Second conviction in a twelve-month period measured from the date of the first conviction: a minimum of seven hundred and fifty dollars (\$750.00);
- c. Third conviction in a twelve-month period measured from the date of the first conviction: a minimum of one thousand dollars (\$1,000.00); and
- d. Fourth conviction in a twelve-month period measured from the date of the first conviction: a minimum of one thousand, two hundred and fifty dollars (\$1,250.00).

Sec. 8-63. - Recoupment of costs; Lien.

- (a) The court's abatement order shall also contain a provision allowing for the recoupment of the amount of the cost of demolition, including all court costs, appraisal fees, administrative costs incurred by the taxing authorities of the City of College Park, and all other costs necessarily associated with the abatement action, including restoration to grade of the real property after demolition and further provide that such total cost shall be a lien against the real property upon which the total cost was incurred.
- (b) The lien provided for in this Article shall attach to the real property upon the filing of a certified copy of the court's order requiring repair, closure, or demolition in the office of the Clerk of Superior Court in the county where the real property is located and shall relate back to the date of the filing of the lis pendens notice required under subsection (c) of Code Section 41-2-12. The Clerk of Superior Court shall record and index such certified copy of the order in the deed records of the county and enter the lien on the general execution docket. The lien shall be superior to all other liens on the property, except liens for taxes to which the lien shall be inferior and shall continue in force until paid.
- (c) Upon final determination of costs, fees, and expenses incurred in accordance with this chapter, the Public Officer responsible for enforcement actions in accordance with this chapter shall transmit to the appropriate county tax commissioner or municipal tax collector or city revenue officer a statement of the total amount due and secured by said lien, together with copies of all notices provided to interested parties. The statement of the Public Officer shall be transmitted within 90 days of completion of the repairs, demolition, or closure. It shall be the duty of the taxing authorities, who is responsible or whose duties include the collection of municipal taxes, to collect the amount of the lien using all methods available for collecting real property ad valorem taxes, including specifically Chapter 4 of Title 48; provided, however, that the limitation of Code Section 48-4-78 which requires 12 months of delinquency before commencing a tax foreclosure shall not apply. A county tax commissioner shall collect and enforce municipal liens imposed pursuant to this chapter in accordance with Code Section 48-5-359.1. The county tax commissioner shall remit the amount collected to the governing authority the City of College Park whose lien is being collected.

- (d) Enforcement of liens pursuant to this Code section may be initiated at any time following receipt by the county tax commissioner or municipal tax collector or city revenue officer of the final determination of costs in accordance with this chapter. The unpaid lien amount shall bear interest and penalties from and after the date of final determination of costs in the same amount as applicable to interest and penalties on unpaid real property ad valorem taxes. An enforcement proceeding pursuant to Code Section 48-4-78 for delinquent ad valorem taxes may include all amounts due under this chapter.
- (e) The redemption amount in any enforcement proceeding pursuant to this Code section shall be the full amount of the costs as finally determined in accordance with this Code section together with interest, penalties, and costs incurred by the governing authority in the enforcement of such lien. Redemption of property from the lien may be made in accordance with the provisions of Code Sections 48-4-80 and 48-4-81.
- (f) The governing authority may waive and release any such lien imposed on property upon the Interested Party of such property entering into a contract agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and demonstrating the financial means to accomplish such rehabilitation.

Sec. 8-64. - Appeal.

Where the abatement action does not commence in the superior court, review of a court order requiring the repair, alteration, improvement, or demolition of a dwelling, building, or structure shall be a de novo proceeding in the superior court under Code Sections 5-3-4 and 5-3-5 of the Official Code of Georgia Annotated.

Sec. 8-65. - Summary Proceedings.

Nothing in this Article shall be construed to impair or limit in any way the power of the governing authority to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

Sec. 8-66 - 8.79. - Reserved.

EXHIBIT B

CHAPTER 8 – HEALTH AND SANITATION

[...]

ARTICLE VII. – HOTELS, MOTELS, AND EXTENDED-STAY HOTELS MAINTENANCE CODE

Sec. 8-105. – Purpose.

The governing authority hereby finds that it is necessary to enact regulations governing the proper maintenance of hotels, motels, and extended-stay hotels within the City of College Park, Georgia. It further finds that such maintenance regulations are a necessity for the reasons stated in section 8-56. The following requirements apply to those who occupy, visit, patronize, frequent, operate, keep, conduct, or own a hotel, motel, or extended-stay hotel within the City.

Sec. 8-106. - Definitions.

For the purposes of this Article, the following definitions shall apply except to the extent where the context clearly indicates otherwise.

- (a) *Bona fide Employee* (“employee”) shall mean a person who works in the service of the hotel, motel, or extended stay hotel (i.e., the employer) under a contract of hire, whether express or implied, where the employer has the power or right to control or direct the details of what work is to be performed and the manner in which that work is to be performed.
- (b) *Drug Paraphernalia* shall mean any object or materials of any kind for the purpose of planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, ingesting, inhaling, or otherwise introducing into the human body marijuana or controlled substance.
- (c) *Extended-stay hotel* shall mean any structure consisting of one (1) or more buildings, with more than five (5) dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay (i) to persons for stays longer than thirty (30) days; or (ii) for stays longer than fifteen (15) days in rooms equipped with kitchen facilities.
- (d) *Hotel or motel* shall mean any structure consisting of one (1) or more buildings, with more than five (5) dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging is offered for pay to guests, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel as defined in this section.
- (e) *Housekeeping* shall mean the cleaning of hotel, motel, or extended-stay hotel rooms, guest bathrooms, public area, changing of linen and removal of trash from guest rooms and common areas.

- (f) *Loitering* is defined in Chapter 12, section 12-16 of this Code.
- (g) *Obscene Paraphernalia* shall mean an object, device, or other merchandise that is primarily used to facilitate sexual pleasure.
- (h) *Proper Identification*. A current and valid government issued photo identification card such as a driver's license, military identification card, state identification card, or *passport*.
- (i) *Responsible Party* shall mean:
 - (1) The owner of the title in fee simple and every mortgagee of record;
 - (2) Those responsible parties having an interest in the business/property through applying and receiving a valid business license and who are able to receive service of process and be held liable in a court of law pursuant to the business license Affidavit of Ownership Form;
 - (3) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
 - (4) Those parties having filed a notice in accordance with Article 1 of Chapter 3 of Title 48 of the Official Code of Georgia Annotated;
 - (5) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the petitioner or records maintained in the county courthouse or by the clerk of the court. Interested parties shall not include the holder of the benefit or burden of any easement or right of way whose interest is properly recorded which interest shall remain unaffected; and
 - (6) A guest of the hotel, motel, or extended-stay hotel.

Sec. 8-107. – Required conditions of the hotel, motel, or extended-stay hotel.

- (a) *Entry points*. For any hotel, motel, or extended stay hotel permitted for construction after January 1, 2025, any public-facing entry points to the premises must require a magnetic or electronic keycard/locking device for access. Public facing entry point doors shall have operating automatic closures, key entry and shall remain locked at all times between the hours of 10:00 p.m. and 6:00 a.m. Additionally, all entry point doors shall be equipped with an alarm or other device which will alert hotel, motel, or extended-stay hotel security, attendants, or Bona Fide Employees if the door has been opened or remains open. These requirements are not applicable to entry points that enter directly into the lobby of the hotel, motel, or extended-stay hotels as long as the lobby is manned by a Bona Fide Employee twenty-four (24) hours a day. These requirements are also not applicable to entry points that enter directly into a banquet hall, conference room, or other facility utilized for a

special event or meeting hosted by a hotel, motel, or extended-stay hotel as long as there is a Bona Fide Employee staffing the banquet hall, conference room, or other facility utilized for the duration of that event.

(b) *Employee residence.* The Interested Party of a hotel, motel, or extended-stay hotel may designate no more than five percent (5%) or six (6) rooms (whichever is fewer) for the purpose of allowing any number of bona-fide employees and their family to reside on the premises. Rooms designated for employee residences must be clearly marked as distinct from rooms held out for payment and, where practical, must be located adjacent to other rooms designated for employee residences. Rooms designated for employee residences may not be held out for rent to the public.

(c) *Long-term guests.*

(1) No *hotel or motel* located within the City shall allow any person to occupy such hotel or motel for more than a ninety (90) day period. No guests residing for more than ninety (90) consecutive days shall begin a new rental agreement with the hotel or motel without a two (2) day vacancy between stays.

(2) No *extended-stay hotel* located within the City shall allow any person to occupy such extended-stay hotel for more than one hundred and eighty (180) consecutive days unless otherwise permitted in this section. No guest residing for more than one hundred eighty (180) consecutive days shall begin a new rental agreement with the extended-stay hotel without at least a two (2) day vacancy between stays. A stay in excess of one hundred and eighty (180) consecutive days may occur in the following situations:

- a. Where there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders;
- b. Where there is documentation, consistent with HIPAA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at a local hospital; or
- c. When an insurance company or federal, state, or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire.

(d) *Daily rate.* The Responsible Party of a hotel, motel, or extended-stay hotel shall provide lodging only via daily rate.

(e) *IPMC.* The Responsible Party of a hotel, motel, or extended-stay hotel must ensure compliance with the 2018 International Property Maintenance Code (“IPMC”) terms and regulations or future editions or revisions thereto.

(f) *Loitering.*

- (1) The Responsible Party shall advise guests through posted signage that Loitering is prohibited.
- (2) No person(s) shall loiter in or upon any hotel, motel, or extended-stay hotel parking lot, public parking structure or in or around any building to include breezeways, stairwells, rooms, either on foot or in or upon any conveyance being driven or parked thereon, without the permission of the Responsible Party.
- (g) *The selling of Drug Paraphernalia, Obscene Paraphernalia, and weapons.* No responsible party of any hotel, motel, or extended-stay hotel shall sell or allow a third-party to sell Obscene or Drug Paraphernalia and/or weapons on the premises or applicable parking areas or within twenty-five (25) feet of the premises and all applicable parking areas.
- (h) *Security and Lighting.* The Responsible Party must ensure there is twenty-four (24) hour on-site security in the lobby of the hotel / motel / extended stay hotel. The Responsible Party at any hotel, motel, or extended-stay hotel must ensure the lobby and all hallways / breezeways / rooms have adequate lighting to meet the standard of all 2018 IPMC provisions.
- (i) *Laundry facilities.* All new hotels, motels and extended stay hotels must have in place laundry facilities consisting of washer and dryer machines which shall be made available to guests for a fee. This equipment shall be maintained and in good repair at all times. Laundry supplies (detergent, softener, etc.) may also be made available to guests for a fee. Washers and dryers should be provided at a ratio of one (1) washer and dryer for every one hundred fifty (150) rooms. For existing hotels, motels and extended-stay hotels, laundry equipment must be installed and in working conditions within one hundred eighty (180) days after January 1, 2025.
- (j) *Smoking.* Smoking is prohibited in all hotel, motel, or extended-stay hotel rooms, exterior breezeways, stairwells, or within twenty-five (25) feet of any guest room or doors used for ingress or egress. Smoking shall only be allowed in designated smoking areas.
- (k) *Common area requirements for extended-stay hotels.* All extended-stay hotels constructed after July 1, 2025, must provide a minimum of one thousand (1,000) square feet in common areas for recreational use by guests. In computing the one thousand (1,000) square feet requirement, swimming pools, fitness or recreation centers, patios, terraces, and other recreational facilities in common areas may be used in determining the square footage required by this subsection. An extended-stay hotel is considered constructed only after a certificate of occupancy is issued.
- (l) *Room requirements.*
 - (1) *Phone.* Each room within a hotel, motel, or extended-stay hotel shall possess a telephone equipped to place a direct call to 9-1-1.

- (2) *Room capacity.* No Responsible Party of any hotel, motel, or extended-stay hotel shall rent or provide a room for any number of persons greater than the sleeping accommodations provided within the particular rental unit or temporary sleeping accommodations provided by the hotel, motel, or extended-stay hotel.
- (3) *Room congregation.* Except for a designated hospitality suite, congregation within any room or single rental unit of a number of persons greater than two (2) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit is prohibited.
- (4) *Housekeeping requirements.* Daily Housekeeping must be included within the standard room rate of any hotel, motel, or extended-stay hotel. At a minimum, the Responsible Party must ensure rooms be cleaned before each new guest checks in and no less frequently than once every seven (7) days. The Responsible Party of the hotel, motel, and extended-stay hotel must maintain a log that documents when each room is cleaned. The log must be maintained for one hundred and eighty (180) days for extended-stay hotels and must be maintained for ninety (90) days for hotels and motels. Any hotel, motel, or extended-stay hotel must make these logs available to the City within seven (7) business days upon request.
- (5) *Drying of clothes, towels, and bedding.* The utilization of clothes-lines or other clothes-drying equipment or facilities outside of a room that are located on or are visible from the outside of a room are prohibited. Balconies and railings are not to be used for hanging towels, personal items, or any other articles of clothing or bedding.
- (6) *Occupational tax certificate.* No occupational tax certificate shall be issued for the purpose of conducting business from each guest room of a hotel, motel, or extended-stay hotel, and no home occupation shall be conducted from such room.
- (7) *Sprinkler requirements.* Each existing and newly constructed guest room of a hotel, motel, or extended-stay hotel in existence as of this Article shall, at a minimum, be brought into compliance, within two (2) years of the date of the effective date of this Article, with sprinkler requirements for new construction set forth in NFPA 101, 2012 edition. The fire marshal shall provide notice to the Responsible Party of any hotel or dormitory that is not in compliance with NFPA 101, 2012 edition. Within sixty (60) days of receiving such notice of noncompliance, the Responsible Party of such owner shall file an intent to comply with this requirement with the fire marshal. Unless otherwise noted, it is intended that the provisions of this section be applied to new as well as existing facilities, equipment, structures, or installations that are approved for construction or installation prior to the effective date of this document. Existing facilities, equipment, structures, or installations will have three (3) years from January 1, 2025 to comply with the provisions of this section. The following extensions and exemptions to this requirement shall apply:
 - a. Hotels, motels, or extended-stay hotels in existence as of March 16, 2018, may receive up to a two-year extension at the discretion of the fire chief based on

submitted plans for the installation of the approved supervised sprinkler system. An affidavit shall be submitted to the fire marshal within sixty (60) days of the end of the three-year period, certifying that the premises is in compliance with the following regulation: No kitchen facilities are installed or operated within any dwelling unit. Microwaves are allowed.

- b. Automatic sprinkler protection shall not be required in buildings where all guest sleeping rooms or guest suites have a door opening directly to either of the following: (a) outside at the street or the finished ground level; or (b) Exterior exit access arranged in accordance with NFPA 101:7.5.3 in buildings three (3) or fewer stories in height.
- c. NFPA 101: 7.5.3. Exterior Ways of Exit Access: 7.5.3.1 Exit access shall be permitted to be by means of any exterior balcony, porch, gallery, or roof that conforms to the requirements of this chapter. 7.5.3.2 The long side of the balcony, porch, gallery, or similar space shall be at least fifty (50) percent open and shall be arranged to restrict the accumulation of smoke. 7.5.3.3 Exterior exit access balconies shall be separated from the interior of the building by walls and opening protectives as required for corridors, unless the exterior exit access balcony is served by at least two remote stairs that can be accessed without any occupant traveling past an unprotected opening to reach one of the stairs, or unless dead ends on the exterior exit access do not exceed twenty (20) ft. (6100 mm).

(8) *Smoke detector.* Each new and existing guest room of a hotel, motel, or extended-stay hotel shall be equipped with a hard-wired smoke detector or smoke alarms whose device housing is tamper-resistant and is powered by a non-replaceable, non-removable energy source capable of powering the alarm for a minimum of ten (10) years from the manufacture's date on the device. All smoke detectors or alarms must be installed and approved by the fire marshal within one hundred eighty (180) days after January 1, 2025.

Sec. 8-108. – Duties of the Responsible Party.

- (a) *Report.* The Responsible Party shall, without delay, report violations of law at the hotel, motel, or extended-stay hotel to the College Park Police Department that were either witnessed or made known to them by an employee, guest, or other person on the premises.
- (b) *Business License.* The Responsible Party shall ensure all establishments possess a valid and current business license.
- (c) *Manager on duty.* The Responsible Party shall, at all times, maintain a manager on duty at the hotel, motel, or extended-stay hotel capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety.

- (d) *Procurement of information.* All information required to be procured and kept pursuant to this Article shall be kept strictly confidential in accordance with state and federal law and shall not be provided to any person except to a federal or state law enforcement officer or to any officer empowered to enforce this Article. All information required to be procured and kept pursuant to this Article shall be provided to any federal or state law enforcement officers, or local sworn enforcement officer empowered to enforce this Article, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy than the officer shall otherwise possess as a matter of law, probable cause, constitutional law, statutory right, or warrant.
- (e) *Identification.* The Responsible Party shall require each guest to provide Proper Identification prior to renting a room when registering in person at the hotel, motel, or extended-stay hotel. A record of the provided identification shall be kept on file for the duration of the occupancy and for one hundred and eighty (180) days thereafter. No person shall procure lodging, or any services therefrom, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.
- (f) *Insurance.* The Responsible Party of the hotel, motel, or extended-stay hotel must have and maintain adequate insurance to maintain a valid business license. Acceptable insurance shall be a pre-requisite for any new business license and a certificate of appraisal from a licensed appraiser must be completed no more than two (2) years before a license renewal application.
- (1) The City reserves the right to directly contact a business's insurance company at any time.
 - (2) In the event of an incident on site that require City police, fire, or other services and personnel, the City will provide incident and investigation reports to the insurance provider.
 - (3) A sixty (60) calendar day notice must be submitted in writing to the City regarding any cancellations or material changes in all insurance policies. If a business insurance policy is cancelled for any reason, a maximum fine of one thousand dollars (\$1,000.00) per week will be imposed by the City commencing five (5) business days after the policy cancellation date.
 - (4) Starting January 1, 2025, no utility company within the City will provide utility services if these insurance requirements are not met and deemed acceptable by the City.
- (g) *Record.* The Responsible Party at any hotel, motel, or extended-stay hotel shall keep a *record* (electronic guest registration system which stores guest identifying information) of all rental agreements between the hotel, motel, or extended-stay hotel and all guests and

make these records available to the City within a reasonable time upon request. The following information must be recorded at the time of registration and maintained for a period of no less than one hundred and eighty (180) days after the rental agreement's termination:

- (1) Full name, phone number, and home address of each guest and overnight guest. If the guest is a tourism company or other business, only the guest shall be required to provide this information;
- (2) Total number of occupants (guests) registered in each room;
- (3) The room number assigned to each guest;
- (4) The time and date of arrival and the time and date of departure of each guest;
- (5) The rate charged, the method of payment, and the amount collected for rental of the room; and
- (6) Documentation used to verify a stay in excess of one hundred and eighty (180) consecutive days.

Sec. 8-109. - Vehicles; parking; and registration.

- (a) *Handicap parking.* All handicap parking must be in compliance with state and local laws.
- (b) *Vehicle condition and maintenance.* All vehicles parked on any hotel's premises must be in good working order. Vehicle maintenance in hotel parking lots is prohibited.
- (c) *Parking lot security.* The Responsible Party at any hotel, motel, or extended-stay hotel must ensure the parking lot has adequate lighting to meet the standard of all 2018 IPMC provisions. The Responsible Party must provide and maintain security in its parking area twenty-four hours (24) per day, (7) days a week. This shall include one (1) or more of the following: live patrol guard, security fencing which is decorative and consistent with the zoning code, or other security measures approved in writing by the chief of police to meet the minimum-security standards required by this Code. All hotels, motels, or extended-stay hotels must maintain a security plan which shall include all implemented security measures. Security plans and documentation for approved alternative security measures shall be kept on file and made available to the City within seven (7) business days upon request.

Sec. 8-110. - Prohibition of Transfer.

No Responsible Party may transfer any type of ownership to all applicable hotel(s), motel(s), and/or extended stay hotel(s) during a City inspection or while any type of violation under this Chapter is pending.

Sec. 8-111. – Enforcement and penalties.

- (a) The following public officer(s) are designated to enforce the provisions this Article:
- (1) The Chief Building Official;
 - (2) The Fire Chief;
 - (3) The Police Chief;
 - (4) Any Code Enforcement officer; or
 - (5) Any person/entity specially appointed and designated by any one of the above officials.
- (b) The designated public officers shall be empowered to:
- (1) Investigate the hotels, motels, and extended-stay hotels to determine whether they are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of Drug Crimes;
 - (2) Enter upon premises for the purpose of making examinations; provided, however, that such entries shall be made in such manner as to conform to all state and federal laws;
 - (3) Issue citations for violations of the provisions of this Article, optional building, fire, life safety, and other codes adopted by ordinance, and existence of conditions creating a public health hazard or general nuisance and seek to enforce such citations;
 - (4) Appoint and fix the duties of such officers, agents, and employees as he or she deems necessary to carry out the purposes of this Article; and
 - (5) Delegate any of his or her functions and powers under this Article to such officers and agents as he or she may designate.
- (c) If the hotel, motel, or extended-stay hotel Responsible Party fails to comply with any of the provisions of this Article, the City may impose a fine in accordance with the following schedule:
- (1) First conviction in a calendar year: a minimum of five hundred dollars (\$500.00);
 - (2) Second conviction in a twelve-month period measured from the date of the first conviction: a minimum of seven hundred and fifty dollars (\$750.00);
 - (3) Third conviction in a twelve-month period measured from the date of the first conviction: a minimum of one thousand dollars (\$1,000.00); and
 - (4) Fourth conviction in a twelve-month period measured from the date of the first conviction: a minimum of one thousand, two hundred and fifty dollars (\$1,250.00).

- (d) If a general nuisance of the hotel, motel, or extended-stay hotel is found to be determined by the designated public officials stated herein, then nuisance abatement proceedings shall occur under Article IV of this Chapter.



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

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

DOC ID: 11585

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager Signed by:
City Manager, Dr. Emmanuel Adediran
FA8A48ADAE24433...

DATE: November 14, 2024

TITLE: Consideration of and action on a request to hire an Education and Community Outreach Coordinator for a one year contract position that will serve all Wards. Item sponsored by Councilman Joe Carn.

Education and Community Outreach Coordinator

The city of College Park is seeking better outcomes for our youth by exposing them to new opportunities and challenges. As we face serious educational disparities, closing the educational gap in our community is a top priority. Earlier this year, the city established and budgeted for a community literacy program.

This proposed position is a crucial component of this program and will work to establish and develop new initiatives that will provide better educational outcomes for the next generation of College Park residents.

Community literacy outreach is a vital component of promoting education and empowerment to our residents. This position will play a pivotal role in fostering reading, writing, and critical thinking skills that are essential for personal and societal growth.

Areas of focus will include our multi-family communities, economically challenged families and single parent households. Effective community literacy outreach initiatives can bridge educational gaps, enhance social inclusion, and help individuals to lead more fulfilling lives.

Job Overview Summary:

This position is responsible for facilitating local access to outreach classes, community literacy volunteers, educational projects and online training to our youth and other community members. They would be in touch weekly with our public schools serving as an educational liaison between our community and city government.

Applicants for this position are expected to be able to perform any and all work tasks and comply with any work duties or requirements which may be established by the City Manager's office. Work is performed independently under general supervision and is evaluated through conferences, observation and analysis of results achieved.

This will be a one year contract position. It will serve as a pilot imitative and will be assessed at its expiration for consideration of establishing a permanent Education and Community Outreach Coordinator position.

Depending on assigned area of responsibility, incumbents in the position may perform some or all of the activities described below.

Duties:

- Develops and implements new innovative programs in conjunction with educational institutions, local business groups and service organizations.
- Maintains and facilitates local activities, including recruiting service volunteers and mentors.
- Develops and produces training information materials.
- Coordinates, facilitates, and participates in community events and programs, fundraisers,

and various forums.

- Collaboratively plans activities, programming and offers presentations in area schools and at civic and community associations which may be related to the specific department's awareness programs.
- Develop in consultation with educators, study guides, training materials and programs for target audiences.
- Networks, maintains, and expands partnerships with other community organizations, as it relates to outreach activities.

Desirable Qualifications:

Graduation from an accredited four-year college or university with major course work in education, social work, or a related field with previous experience in community outreach programs and a strong background in public speaking; or, an equivalent combination of education, training, and/or experience.

- Considerable knowledge of public relations work, as related to outreach and education activities by means of verbal, written and visual presentation, including the marketing and promotion of municipal activities. Knowledge of the methods, principles and practices of department-targeted community agencies and organizations.
- Skill in public speaking, presentations, and designing programs. Skill in utilizing computer software. Skill in mass media techniques such as newspaper online social media, TV and video educational presentations and radio interviews.
- Ability to communicate clearly, concisely and accurately, orally and in writing with various individuals and groups.
- Ability to establish and maintain effective working relationships with community

groups, educators, school children, parents, civic associations and the general public as needed

by the work.

Effective Public Contact:

Contacts are an essential component of this position and are for the purpose of obtaining and furnishing information, providing interpretations and responding to areas of concern. Work may involve considerable public contact and usually requires the incumbent to interact with the public and various governmental agencies, as needed. Work requires an employee of this class to present oneself in a courteous, tactful, and effective manner.

Prepared by: Melanie Stephens
Department Director: [Insert Department Head Here]

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/18/2024 7:30 PM



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

DOC ID: 11589

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: November 14, 2024

TITLE: City Attorney Report

Attachments

11.18.24 City Attorney Report (PDF)

11.4.24 Meeting - City Attorney Report[30][77][35] (PDF)

10.21.24 Meeting - City Attorney Report[30][15](PDF)

Prepared by: Queenie Brown
Department Director: [Insert Department Head Here]

Review:

- City Manager's Office Pending
- Winston Denmark Pending
- City Attorney's Office Pending
- City Clerk Pending
- City Manager's Office Pending
- Mayor & City Council Pending 11/18/2024 7:30 PM

Managing Partner
Winston A. Denmark

Partners
Emilia Walker-Ashby
Danielle Matricardi

Of Counsel
LaTonya Nix Wiley

Senior Associate
Wallace Washington

Associates
Alicia Thompson
Michael Huening
Elle Whigham

Law Clerk
Chandaralen Phe



CITY ATTORNEY’S REPORT

MEETING: College Park, Georgia Regular Session Meeting
MEETING DATE: Monday, November 18, 2024
FROM: Denmark Ashby, LLC
SUBJECT: City Attorney’s Report

PREFACE. This City Attorney’s Report (“Report”) includes legal matters pertaining to the months of September, October, and November of 2024 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 as those are subject to Executive Session. Furthermore, this Report shall not include litigation status updates since Denmark Ashby already submits quarterly litigation reports to the City.

1. **Matter:** *Planning and Zoning Ordinance.*
Adopted: September 16, 2024.
Report: The City requested Denmark Ashby draft an ordinance to add “vape shop” provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, to prohibit “vape shops” within Neighborhood Business (C1) zoning district, the Downtown Commercial and Historic (DC) zoning district, the Hospitality Campus (HC) zoning district, the Downtown Office (DO) zoning district, and the Office-Professional (OP) zoning district. The City also requested, via the City Planner, to require conditional use permits for all future “vape shops” within the Business Park (BP”) zoning district and the Community Business (C2) zoning district. Denmark Ashby drafted the ordinance and sent the document to the City Planner on August 16, 2024 with instructions to follow all zoning notice procedures. The City adopted the ordinance on September 16, 2024.

2. **Matter:** *Agreement for Professional Services – Tumbleweed Gymnastics.*
Submitted: September 18, 2024.
Report: On September 13, 2024, the City requested Denmark Ashby draft a one year contract for gymnastics recreational services with College Park Tumbleweed Gymnastics, Inc. The City has an interest in providing opportunities for the youth of the City to participate in youth sports. Denmark Ashby submitted the



Agreement for Professional Services to Layla Constable, the City’s Gymnastics Coordinator on September 18, 2024.

- 3. **Matter:** *Recreation & Cultural Arts Services Agreements.*
Submitted: September 27, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft two (2) separate eight-month long agreementa with the Dylan Scott Foundation to run afterschool STEM programs at the Wayman and Bessie Brady Recreation Center and the Tracey Wyatt Recreation Center. Denmark Ashby submitted the requested agreement to Tanya Laplanche, the City Recreation and Cultural Arts Department’s Center Supervisor / Athletic Coordinator on September 27, 2024.

- 4. **Matter:** *Memorandum of Understanding.*
Submitted: October 1, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft a one month City event agreement to host flag-football games to thirteen and under students at the Main Street Academy, who are also citizens of the City. This City event to collaborate and organize flag football games has the substantial benefit to promote physical fitness, teamwork, and sportsmanship among the citizens of the City. Denmark Ashby submitted the memorandum of understanding to Tanya Laplanche, the Recreation and Cultural Arts Department’s Center Supervisor / Athletic Coordinator on October 1, 2024.

- 5. **Matter:** *Planning and Zoning Ordinance – Moratorium.*
Submitted: October 1, 2024.
Report: On September 25, 2024, the City requested Denmark Ashby draft new legislation for a one hundred and twenty (120) day moratorium on all warehousing and similar trucking facilities. Zoning laws indicate that a minimum of fifteen (15) days notice must be given regarding this specific moratorium. On September 30, 2024, the City Clerk informed Denmark Ashby that the advertisement will not be able to run until the week of October 7, 2024. On October 1, 2024, Denmark Ashby sent the requested moratorium ordinance to the City along with the following mandatory public notice language: *PUBLIC NOTICE is hereby given that on November 4, 2024, at 7:30 p.m., the College Park City Council will hold a public hearing to consider the adoption of a one hundred and twenty (120) day moratorium barring the acceptance of licenses, permits, and applications with respect to*



regulations governing truck stops, truck terminals, trucking facilities, and warehousing and distribution centers within the City of College Park, Georgia. The purpose of this moratorium is to implement additional regulations governing truck stops, truck terminals, trucking facilities, and warehousing and distribution centers in a manner consistent with College Park’s Comprehensive Plan. This one hundred and twenty (120) day moratorium shall commence on November 5, 2024, and conclude on March 5, 2025. The public hearing shall be held at College Park City Hall located at 3667 Main Street, College Park, Georgia 30337.

- 6. **Matter:** *Planning and Zoning Ordinance.*
Submitted: October 2, 2024.
Report: The City requested an ordinance to add extended-stay hotel provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, that all future extended-stay hotels within the Hospitality Campus (“HC”) zoning district and the Community Business (“C2”) zoning district require a conditional use permit to operate. Denmark Ashby fulfilled the request and submitted the planning and zoning ordinance to the City Planner and the City Manager with instructions to follow all zoning state law notice procedures on October 2, 2024.

- 7. **Matter:** *GMEBS Defined Retirement Plan – Documentation Needed.*
Submitted: Ongoing.
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, but the documents provided were from October 2023, which was before the restatement. To complete the restatement (and ensure the City’s plan remains “qualified” under federal law), we need the city to adopt the restated retirement plan Adoption Agreement and General Addendum which has been sent to Ms. Gilbert. Denmark Ashby remains in communication with Ms. Gilbert to ensure completion.



- 8. **Matter:** *General Ordinance.*
Submitted: November 18, 2024
Report: The City requested an ordinance to amend provisions within Chapter 8 (“Health and Sanitation”) of the City’s Code of Ordinances (“Code”). The City requested certain updated provisions to all nuisance abatement procedures. Further, the City requested new health, safety, and nuisance provisions specific to hotel, motel, extended-stay hotels, and apartment complexes located within City limits. Denmark Ashby submitted ordinance to the City on November 13, 2024.

Managing Partner
Winston A. Denmark

Partners
Emilia Walker-Ashby
Danielle Matricardi

Of Counsel
LaTonya Nix Wiley

Senior Associate
Wallace Washington

Associates
Alicia Thompson
Michael Huening
Elle Whigham

Law Clerk
Chandaralen Phe



CITY ATTORNEY’S REPORT

MEETING: College Park, Georgia Regular Session Meeting
MEETING DATE: Monday, November 4, 2024
FROM: Denmark Ashby, LLC
SUBJECT: City Attorney’s Report

PREFACE. This City Attorney’s Report (“Report”) includes legal matters pertaining to the months of September and October of 2024 that Denmark Ashby, LLC (“Denmark Ashby”) has reviewed, analyzed, and conducted for the City of College Park, Georgia (“City”). Many of these matters are assigned by the City Manager and City staff during legal review meetings which occur on a weekly basis. This Report shall not include real estate or personnel matters as those are subject to Executive Session. 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:** *Planning and Zoning Ordinance.*
Adopted: September 16, 2024.
Report: The City requested Denmark Ashby draft an ordinance to add “vape shop” provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, to prohibit “vape shops” within Neighborhood Business (C1) zoning district, the Downtown Commercial and Historic (DC) zoning district, the Hospitality Campus (HC) zoning district, the Downtown Office (DO) zoning district, and the Office-Professional (OP) zoning district. The City also requested, via the City Planner, to require conditional use permits for all future “vape shops” within the Business Park (BP”) zoning district and the Community Business (C2) zoning district. Denmark Ashby drafted the ordinance and sent the document to the City Planner on August 16, 2024 with instructions to follow all zoning notice procedures. The City adopted the ordinance on September 16, 2024.

 2. **Matter:** *Agreement for Professional Services – Tumbleweed Gymnastics.*
Submitted: September 18, 2024.
Report: On September 13, 2024, the City requested Denmark Ashby draft a one year contract for gymnastics recreational services with College Park Tumbleweed Gymnastics, Inc. The City has an interest in providing opportunities for the youth of the City to



participate in youth sports. Denmark Ashby submitted the Agreement for Professional Services to Layla Constable, the City's Gymnastics Coordinator on September 18, 2024.

3. **Matter:** *Recreation & Cultural Arts Services Agreements.*
Submitted: September 27, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft two (2) separate eight-month long agreements with the Dylan Scott Foundation to run afterschool STEM programs at the Wayman and Bessie Brady Recreation Center and the Tracey Wyatt Recreation Center. Denmark Ashby submitted the requested agreement to Tanya Laplanche, the City Recreation and Cultural Arts Department's Center Supervisor / Athletic Coordinator on September 27, 2024.

4. **Matter:** *Memorandum of Understanding.*
Submitted: October 1, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft a one month City event agreement to host flag-football games to thirteen and under students at the Main Street Academy, who are also citizens of the City. This City event to collaborate and organize flag football games has the substantial benefit to promote physical fitness, teamwork, and sportsmanship among the citizens of the City. Denmark Ashby submitted the memorandum of understanding to Tanya Laplanche, the Recreation and Cultural Arts Department's Center Supervisor / Athletic Coordinator on October 1, 2024.

5. **Matter:** *Planning and Zoning Ordinance – Moratorium.*
Submitted: October 1, 2024.
Report: On September 25, 2024, the City requested Denmark Ashby draft new legislation for a one hundred and twenty (120) day moratorium on all warehousing and similar trucking facilities. Zoning laws indicate that a minimum of fifteen (15) days notice must be given regarding this specific moratorium. On September 30, 2024, the City Clerk informed Denmark Ashby that the advertisement will not be able to run until the week of October 7, 2024. On October 1, 2024, Denmark Ashby sent the requested moratorium ordinance to the City along with the following mandatory public notice language: *PUBLIC NOTICE is hereby given that on November 4, 2024, at 7:30 p.m., the College Park City Council will hold a public hearing to consider the adoption of a one hundred and twenty (120) day moratorium barring the*



acceptance of licenses, permits, and applications with respect to regulations governing truck stops, truck terminals, trucking facilities, and warehousing and distribution centers within the City of College Park, Georgia. The purpose of this moratorium is to implement additional regulations governing truck stops, truck terminals, trucking facilities, and warehousing and distribution centers in a manner consistent with College Park's Comprehensive Plan. This one hundred and twenty (120) day moratorium shall commence on November 5, 2024, and conclude on March 5, 2025. The public hearing shall be held at College Park City Hall located at 3667 Main Street, College Park, Georgia 30337.

- 6. **Matter:** *Planning and Zoning Ordinance.*
Submitted: October 2, 2024.
Report: The City requested an ordinance to add extended-stay hotel provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, that all future extended-stay hotels within the Hospitality Campus (“HC”) zoning district and the Community Business (“C2”) zoning district require a conditional use permit to operate. Denmark Ashby fulfilled the request and submitted the planning and zoning ordinance to the City Planner and the City Manager with instructions to follow all zoning state law notice procedures on October 2, 2024.

- 7. **Matter:** *GMEBS Defined Retirement Plan – 2024 Documentation Needed.*
Submitted: Ongoing.
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, but the documents provided were from October 2023, which was before the restatement. To complete the restatement (and ensure the City’s plan remains “qualified” under federal law), we need the city to adopt the restated retirement plan Adoption Agreement and General Addendum which has been sent



to Ms. Gilbert. Denmark Ashby remains in communication with Ms. Gilbert to ensure completion.

- 8. **Matter:** *General Ordinance.*
Date: Ongoing.
Report: The City requested an ordinance to amend provisions within Chapter 8 (“Health and Sanitation”) of the City’s Code of Ordinances (“Code”). The City requested certain updated provisions to all nuisance abatement procedures. Further, the City requested new health, safety, and nuisance provisions specific to hotel, motel, and extended-stay hotels located within City limits. Denmark Ashby submitted ordinance to the City on October 2, 2024.

- 9. **Matter:** Chelsea Gardens Apartment Complex
Date: October 23, 2024.
Report: High level discussions have occurred regarding wellbeing matters at Chelsea Gardens Apartment Complex located on Godby Road. Denmark Ashby is meeting with City staff and property representatives to actively ensure all matters are corrected in the month of November 2024.

Managing Partner
Winston A. Denmark

Partners
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Danielle Matricardi

Of Counsel
LaTonya Nix Wiley

Senior Associate
Wallace Washington

Associates
Alicia Thompson
Michael Huening
Elle Whigham

Law Clerk
Chandaralen Phe



CITY ATTORNEY’S REPORT

MEETING: College Park, Georgia Regular Session Meeting
MEETING DATE: Monday, October 21, 2024
FROM: Denmark Ashby, LLC
SUBJECT: City Attorney’s Report

PREFACE. This City Attorney’s Report (“Report”) includes legal matters pertaining to the months of September and October of 2024 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.

-
1. **Matter:** *Planning and Zoning Ordinance.*
Submitted: August 16, 2024.
Adopted: September 16, 2024.
Report: The City requested Denmark Ashby draft an ordinance to add “vape shop” provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, to prohibit “vape shops” within Neighborhood Business (C1) zoning district, the Downtown Commercial and Historic (DC) zoning district, the Hospitality Campus (HC) zoning district, the Downtown Office (DO) zoning district, and the Office-Professional (OP) zoning district. The City also requested, via the City Planner, to require conditional use permits for all future “vape shops” within the Business Park (BP”) zoning district and the Community Business (C2) zoning district. Denmark Ashby drafted the ordinance and sent the document to the City Planner on August 16, 2024 with instructions to follow all zoning notice procedures. The City adopted the ordinance on September 16, 2024.

 2. **Matter:** *Agreement for Professional Services – Tumbleweed Gymnastics.*
Submitted: September 18, 2024.
Report: On September 13, 2024, the City requested Denmark Ashby draft a one year contract for gymnastics recreational services with College Park Tumbleweed Gymnastics, Inc. The City has an interest in providing opportunities for the youth of the City to participate in youth sports. Denmark Ashby submitted the



Agreement for Professional Services to Layla Constable, the City’s Gymnastics Coordinator on September 18, 2024.

3. **Matter:** *Recreation & Cultural Arts Services Agreement.*
Submitted: September 27, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft two (2) eight month agreements with the Dylan Scott Foundation to run afterschool STEM programs at the Wayman and Bessie Brady Recreation Center and the Tracey Wyatt Recreation Center. Denmark Ashby submitted the requested agreements to Tanya Laplanche, the City Recreation and Cultural Arts Department’s Center Supervisor / Athletic Coordinator on September 27, 2024.

4. **Matter:** *Memorandum of Understanding.*
Submitted: October 1, 2024.
Report: On September 23, 2024, the City requested Denmark Ashby draft a one month City event agreement to host flag-football games to thirteen and under students at the Main Street Academy, who are also citizens of the City. This City event to collaborate and organize flag football games has the substantial benefit to promote physical fitness, teamwork, and sportsmanship among the citizens of the City. Denmark Ashby submitted the memorandum of understanding to Tanya Laplanche, the Recreation and Cultural Arts Department’s Center Supervisor / Athletic Coordinator on October 1, 2024.

5. **Matter:** *Planning and Zoning Ordinance – Moratorium.*
Submitted: October 1, 2024.
Report: On September 25, 2024, the City requested Denmark Ashby draft new legislation for a one hundred and twenty (120) day moratorium on all warehousing and similar trucking facilities. Zoning laws indicate that a minimum of fifteen (15) days notice must be given regarding this specific moratorium. On September 30, 2024, the City Clerk informed Denmark Ashby that the advertisement will not be able to run until the week of October 7, 2024. On October 1, 2024, Denmark Ashby sent the requested moratorium ordinance to the City along with the following mandatory public notice language: *PUBLIC NOTICE is hereby given that on November 4, 2024, at 7:30 p.m., the College Park City Council will hold a public hearing to consider the adoption of a one hundred and twenty (120) day moratorium barring the acceptance of licenses, permits, and applications with respect to regulations governing truck stops, truck terminals, trucking*



facilities, and warehousing and distribution centers within the City of College Park, Georgia. The purpose of this moratorium is to implement additional regulations governing truck stops, truck terminals, trucking facilities, and warehousing and distribution centers in a manner consistent with College Park's Comprehensive Plan. This one hundred and twenty (120) day moratorium shall commence on November 5, 2024, and conclude on March 5, 2025. The public hearing shall be held at College Park City Hall located at 3667 Main Street, College Park, Georgia 30337.

- 6. **Matter:** *General Ordinance.*
Submitted: October 2, 2024.
Report: The City requested an ordinance to amend provisions within Chapter 8 (“Health and Sanitation”) of the City’s Code of Ordinances (“Code”). The City requested certain updated provisions to all nuisance abatement procedures. Further, the City requested new health, safety, and nuisance provisions specific to hotel, motel, and extended-stay hotels located within City limits. Denmark Ashby submitted ordinance to the City on October 2, 2024.

- 7. **Matter:** *Planning and Zoning Ordinance.*
Submitted: October 2, 2024.
Report: The City requested an ordinance to add extended-stay hotel provisions within Appendix A (“Zoning”) of the City’s Code. The City requested, via the City Planner, that all future extended-stay hotels within the Hospitality Campus (“HC”) zoning district and the Community Business (“C2”) zoning district require a conditional use permit to operate. Denmark Ashby fulfilled the request and submitted the planning and zoning ordinance to the City Planner and the City Manager with instructions to follow all zoning state law notice procedures on October 2, 2024.

- 8. **Matter:** *GMEBS Defined Retirement Plan – 2024 Documentation Needed.*
Submitted: Ongoing.
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, but the documents provided were from October 2023, which was before the restatement. To complete the restatement (and ensure the City's plan remains "qualified" under federal law), we need the city to adopt the restated retirement plan Adoption Agreement and General Addendum which has been sent to Ms. Gilbert. Denmark Ashby remains in communication with Ms. Gilbert to ensure completion.