



3667 MAIN STREET COLLEGE PARK, GEORGIA 30337
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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 4, 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 4, 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 4, 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:

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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 September 16, 2024.
 - B. Regular Session Meeting minutes dated September 16, 2024.
 - C. Workshop Meeting minutes dated October 21, 2024
 - D. Regular Session Meeting minutes dated October 21, 2024
5. Proclamations, Resolutions, Plaques, and Announcements
 - A. Introduction of New Employees – October 2024
 - B. Employee of the Month – Derrick Johnson
 - C. Unity Proclamation
 - D. Judge Thelma Eyatt Cummings Moore
 - E. Purple Heart City
6. Remarks Of Citizens
7. Public Hearing
8. Consent Agenda

Signed by:

City Manager, Dr. Emmanuel Adediran
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- A. Consideration of and action to approve Colliers International of South Carolina's contract as provider of Project Management Services for GSA/FAA. This is a budgeted item. Sponsored by Ron Wilkerson, Senior Property Manager, Real Estate Management Services.
- B. Consideration of and action on a request from Interim Fire Chief Sterling Jones to provide funding for and approval of the purchase of four (4) radio systems from Motorola Solutions, Inc. for the four Fire Department units currently being manufactured or outfitted. This request is an unbudgeted expense at a total cost of \$21,416.04 seeking approval for a budget fund transfer request to cover the costs. This purchase will impact all City Wards.
- C. Consideration of and action on a request to approve quote from Axon Enterprises, Inc., for outfitting 15 new car cameras, in the amount of \$143,094.60. 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 quote from Clearview AI for facial image of a suspect, in the amount of \$15,195.00, basic 20 licenses with 1 year agreement. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.
- E. Consideration of and action on a request to approve invoice from Magnet Forensics/Gray Shift, LLC, the software for phone forensics and extractions, in the amount of \$11,820.00. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.
- F. 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.
- G. Consideration to approve pool management costs in the total amount of \$ 144, 072 for Aquatic Management for ongoing services for summer lifeguard and cleaning services for the pools and splash pad. This is a budgeted item in Wards 1, 3 and 4.
- H. Consideration of and action on a request to for approval of a change order for Caliber Construction for the pavilion roof repairs and restoration at Barrett Park in the amount of \$ 30,030. This item is requested by Director of Recreation & Cultural Arts, Michelle Johnson. This is a budget item. This is located in Ward 1.
- I. Consideration of and action on a request to Replace the Sanitary Sewer Line on Lakeshore Drive in the amount of \$97,200.00. This item is requested by Tim Lewis, Water and Sewer Superintendent. This is a budgeted item. This will service ward 4.
- J. Consideration of and action on a request to Replace the Sanitary Sewer Line on Karen Road in the amount of \$89,700.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service ward 4.

- K. Consideration of and action on a request to replace the Sanitary Sewer Line at 1437 Virginia Avenue in the amount of \$79,530.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service ward 3.
 - L. Consideration of and action on a request to purchase a replacement vehicle (Unit #345) for the Water & Sewer Division from Hardy Automotive Fleet Group in the amount of \$60,139.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service all wards.
 - M. Consideration of and action on a request to a replace the lift Station vehicle #377 for the Water and Sewer Division from Hardy Automotive Fleet Group in the amount of \$49,190.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This vehicle will serve all wards. This is a budgeted item.
 - N. Consideration of and action on a request to purchase a replacement vehicle (Unit #342) of the Water and Sewer Division from Hardy Automotive Fleet Group in the amount of \$60,139.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This will serve all Wards. This is a budgeted item.
 - O. Consideration of and action on a request to purchase a replacement vehicle for the Water and Sewer Utility (Unit #380) Crew from Hardy Automotive Fleet Group in the amount of \$58,287.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This will serve all wards. This is a budgeted item.
 - P. Consideration of and action on a request for the approval of \$50,000 from Ward 4's Community Enhancement Budget to host a free Valentine Concert for citywide residents on February 15, 2025. The event will be in conjunction with the College Park Police Department Senior Social. Sponsored by Mayor Pro Tem Roderick Gay.
 - Q. Consideration of and action on a request for the approval of \$35,000 from Ward 4's Community Enhancement Budget to contract with IGNITE, a city-approved nonprofit. The funds will assist Ward 4's senior homesteaders (that qualify for Senior Tax Exemption) by covering insurance costs for waterline and sewer repairs due to damages. Sponsored by Mayor Pro Tem Roderick Gay.
9. Regular Business
- A. Consideration of and action on a request to approve the December meeting. Sponsored by Councilwoman Tracie Arnold.
 - B. Consideration of and action on a request to approve the 2025 City holiday schedule. This item is requested by Rose Stewart, Human Resources and Risk Management Director. This effects all wards.
 - C. Consideration of and action on a request to approve the proposed 2025 Mayor and Council Meeting Schedule and agenda item due dates. This request is from Queenie Brown, Deputy City Clerk. This will have a Citywide impact.

Signed by:

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- D. Consideration of and action on a request to place four-way stop signs at the intersection of Virginia Ave and Atlanta St. This a request from Chief of Police Connie Rogers. This will service Ward 1.
- E. Consideration of and action on a request to approve the emergency repair of the Arena's network systems by CDWG, the current vendor. Damage occurred on October 17th as a result of a power surge. The damage has impaired the Gateway Center Arena in servicing its clients and the admin staff. This is in Ward 2. This request is made by Yanous Barner, Interim Executive Director.
- F. Consideration of and action on a request to extend Ordinance 2024-9 regarding a moratorium of warehouse and trucking facilities. This request is made by Deborah Rogoff-Ezra, Principal Planner.
- G. Consideration of and action on a request to provide for supplemental staff support services for Sanitation and Code Enforcement in the amount of \$320,00. Item sponsored by Councilman Joe Carn and will serve all Wards.

10. City Attorney's Report.

11. City Manager's Report.

12. Report Of Mayor And Council.

13. Executive Session

14. Approval of Executive Session Minutes.

15. Adjournment.

Signed by:

City Manager, Dr. Emmanuel Adediran
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**CITY OF COLLEGE PARK
COUNCIL AGENDA MEMO (CAM)
REGULAR SESSION MEETING**

DOC ID: 11557

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 31, 2024

TITLE: Workshop Meeting minutes dated September 16, 2024

Prepared by American Court Reporting

Attachments

(WORKSHOP) Meeting (Full) (PDF)

Prepared by: Queenie Brown
Department Director: Dr. Emmanuel Adediran, City Manager

Review:

City Manager's Office	Pending	
Queenie Brown	Completed	10/31/2024 10:50 AM
City Clerk	Completed	10/31/2024 10:51 AM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM

In The Matter Of:
CITY COUNCIL WORKSHOP SESSION

Meeting
September 16, 2024

American Court Reporting Company, Inc.
2751 Buford Highway, NE
Suite 100
Atlanta, Georgia 30324-5486
(404) 892-1331 - (800) 445-2842

Original File 91103(First).txt

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
SEPTEMBER 16th, 2024
MINUTES

Present: Mayor Bianca Motley Broom; Councilwoman Jamelle
McKenzie, Councilman Joe Carn, Councilwoman Tracie Arnold and
Councilman Roderick Gay; Interim City Manager Emmanuel
Adediran; City Attorney Winston Denmark; Interim City Clerk
Emmie Niethammer

Absent: None

Workshop Session was declared open at 6:00 p.m.

P R O C E E D I N G S

6:00 p.m.

1. Discussion on a special event permit from Providence Baptist Church to hold a Fall Festival

STEPHANIE DAVIS: Good evening. I'm Stephanie Davis and I'm here for a special event at Providence Baptist.

MAYOR MOTLEY BROOM: Could you move the mic just a little bit closer? Thank you.

STEPHANIE DAVIS: I'm here representing our special event, our annual fall festival. Providence Baptist Church located at 1773 Hawthorne Avenue. I'm seeking a street closure between -- the streets of Hawthorne and East Main, Jefferson Street between Hawthorne. Just asking that.

MAYOR MOTLEY BROOM: All right. Any questions for Ms. Davis? Councilwoman McKenzie?

COUNCILWOMAN MCKENZIE: I do not have any questions. I look forward to your event.

MAYOR MOTLEY BROOM: Councilman Carn?

COUNCILMAN CARN: No questions.

MAYOR MOTLEY BROOM: Councilwoman Arnold?

COUNCILWOMAN ARNOLD: No questions.

MAYOR MOTLEY BROOM: All right. It'll be taken at the regular meeting but appreciate you for that event. It starts at 7:30.

STEPHANIE DAVIS: Thank you.

1 MAYOR MOTLEY BROOM: Thank you.

2 2. Discussion on a special event permit from RBBY, Inc. to host
3 the Prostate Cancer Awareness Health Fair

4 MS. NIETHAMMER: Mayor, the next item is discussion
5 on a special event permit from RBBY, Inc. to host the
6 prostate cancer awareness health fair on September -- it's
7 actually 28th. Not September 2nd. It's September 28th,
8 2024 from 7:30 a.m. to 12:30 p.m. at 1745 Phoenix
9 Boulevard and this is at the request of the Deputy City
10 Clerk, Queenie Brown, and this event will be in ward
11 three.

12 MAYOR MOTLEY BROOM: Is someone here regarding that?
13 All right. So, we'll have to come back to him. So, oh,
14 okay.

15 MS. NIETHAMMER: Mayor, did you want me to take item
16 three and roll it to the October meeting?

17 MAYOR MOTLEY BROOM: The first meeting.

18 MR. GILLEY: Good afternoon.

19 MAYOR MOTLEY BROOM: Good afternoon.

20 MR. GILLEY: Well, my name is Ricky Gilley and so I'm
21 here with RBBY on behalf of helping the community on
22 September the 28th. I think on your calendars it may have
23 said September 2nd. It's September 28th. This is a great
24 health fair to bring prostate awareness. Also, the event
25 is to -- this year, we're doing something different. The

1 Clayton County Fire Department is coming out to teach CPR
2 and how to use a defibrillator. We also have a -- we feed
3 the people some fine food. It's very good. So, it's just a
4 community activity that I've been doing for the last eight
5 years. It's a way to give back to the community.

6 MAYOR MOTLEY BROOM: Appreciate it, Mr. Gilley.
7 Questions for him? Councilwoman McKenzie?

8 COUNCILWOMAN MCKENZIE: I have no questions. Thank
9 you for bringing this very much needed event to our
10 community.

11 MAYOR MOTLEY BROOM: Councilman Carn?

12 COUNCILMAN CARN: Okay, so September 28th? That's the
13 date. City Clerk, could we have the deputy fix that on the
14 calendar so we have that correct.

15 MS. NIETHAMMER: Does she have access or do you want
16 me to email the legislative assistants?

17 COUNCILMAN CARN: Great idea.

18 MS. NIETHAMMER: Okay. I can do that.

19 COUNCILWOMAN MCKENZIE: All right.

20 MAYOR MOTLEY BROOM: Anything else?

21 COUNCILMAN CARN: No.

22 MAYOR MOTLEY BROOM: Councilwoman Arnold?

23 COUNCILWOMAN ARNOLD: No questions.

24 MAYOR MOTLEY BROOM: Council member Gay?

25 COUNCILMAN GAY: No questions.

1 MAYOR MOTLEY BROOM: Okay. Thank you so much. We'll
2 take it up for consideration at the regular meeting at
3 7:30.

4 MR. GILLEY: Thank you. Do I have to be here? Do I
5 have to be here at 7:30?

6 MAYOR MOTLEY BROOM: It would be good if you were.

7 MR. GILLEY: Okay.

8 MAYOR MOTLEY BROOM: Thank you, Mr. Gilley.
9 Appreciate it.

10 4. Presentation of Professional Financial Audit Services from
11 Banks, Finley & White, Co.

12 Director.

13 MS. NIETHAMMER: Item number four is the presentation
14 of Professional Financial Audit Services from Banks,
15 Finley, & White Company. This is sponsored by Karen
16 Slaton-Dixon, the interim finance director.

17 MR. BUTLER: Good evening.

18 MAYOR MOTLEY BROOM: Good evening.

19 MR. BUTLER: It's good to be here, council. My name
20 is Albert Butler. I am a resident partner here in our
21 Atlanta office of Banks, Finley & White. We're actually
22 your neighbors right across the way. I've prepared a
23 presentation for you talking about the financial process
24 for the council. Hopefully you guys will see that
25 presentation and have a chance to go through it. We're

1 here to ask for your approval to become your auditors for
2 the next fiscal audit year. If you like, we can go ahead
3 and put on the presentation for you. So, just for
4 introduction purposes, I do have with me Mr. Tank Davis, I
5 have his support along with Mr. David Moore. He's one of
6 our audit supervisors who will be responsible for the
7 audit. And as we go through the presentation, we've been
8 doing 50 years of service in the community and actually
9 been in the College Park location since the 80s. And
10 actually again, right across the train tracks. Our team
11 will consist of, again myself as the president of the
12 department along with our relationship department, Mr.
13 James White, Jr., along with Mr. Jeffery White who is our
14 current review partner who reviews all of our auditing
15 work and completed work that we do. Again, Mr. Borley, as
16 supervisor, along with a host of others who will be
17 working on our team to make sure the actual financial runs
18 appropriately and is presented on time. Flip over to the
19 next two slides. Just to review, giving council a bit of
20 information as far as our experience in the space. We are
21 currently the auditors of the City of Houston along with
22 auditors of the City of Memphis and Rockdale County right
23 here in Georgia. Actually, also worked on the City of
24 Birmingham along with the City of Atlanta during the
25 previous administration. To give the council a little

1 information as far as our approach goes. We have four
2 phases of approach. We do our audits on a risk based
3 approach to make sure that all possible risks that come to
4 the table come to the council's attention. Along with the
5 audit to make sure that we can audit accordingly and be
6 efficient and effective along with being on time. And from
7 a communication perspective, we work with the manager of
8 the city. We'll have weekly status meetings to ensure that
9 everyone is as aggressive as possible on the audit and
10 again, so we can be on time. I want to express the
11 timeliness of the audit to make sure that we can meet all
12 the deadlines especially the Federal Clearinghouse. And
13 last but not least, the fee slide for the council's
14 consideration. We have a limited rate of our fee of
15 \$150,000 and that's current on our estimated time to get
16 done. This estimate includes your financial statement
17 you're seeing this year. With that, that is the end of our
18 prepared material. I'll answer any questions along the
19 way.

20 MAYOR MOTLEY BROOM: Thank you. Council member
21 McKenzie?

22 COUNCILWOMAN MCKENZIE: Thank you so much for coming
23 out to this meeting and to you for this proposal. I guess
24 the biggest question that I have is we don't have a lot of
25 time left. This has to be done I believe by the end of

1 this year or completed. So, 726 hours. Do you -- just the
2 concern is do you have any prior background in terms of
3 understanding College Park and do you think that you can
4 get what you need in a timeframe to really get this done
5 if not on time, before time?

6 MR. BUTLER: Well, we're experienced with the
7 council. Time is very, very limited. And the 726 hours is
8 a major, major crunch and a major pull. We will -- we have
9 to make a request upfront to the Federal Clearinghouse to
10 let them know that we may be late because of the timeframe
11 we get started. So, just to make sure that's cleared.
12 Absolutely, I want to give this to council that we will do
13 our best to try to get there but it is a major, major pull
14 getting that within that time.

15 COUNCILWOMAN MCKENZIE: Okay. So you said the Federal
16 Clearinghouse. So, if you get permission to be late, how
17 does that affect us as a city?

18 MR. BUTLER: It doesn't. It doesn't. Once they give
19 us the approval, this happens on a regular basis. That
20 does happen. So, we've done this in the past and we have
21 relationships with them and should be able to get that for
22 you. So, that's not an issue.

23 COUNCILWOMAN MCKENZIE: Okay, thank you very much.
24 That's all.

25 MAYOR MOTLEY BROOM: Council member Carn?

1 COUNCILMAN CARN: Are there any late fees in regards
2 to the Federal Clearinghouse?

3 MR. BUTLER: Currently, no. If it's excessively late
4 and excessively late I would say would be over 90 days,
5 over 120 days. That's when there could be potential late
6 fees. We're not in that space.

7 COUNCILMAN CARN: We're not going to be?

8 MR. BUTLER: No.

9 COUNCILMAN CARN: I guess you understand why we're
10 looking for some other eyes?

11 MR. BUTLER: Yes.

12 COUNCILMAN CARN: Okay. You have worked with us in
13 the past?

14 MR. BUTLER: Yes.

15 COUNCILMAN CARN: I guess those guys, are they still
16 there? Are they no longer there?

17 MR. BUTLER: Well, Mr. Forsyth was previously with
18 us. He's no longer with the department and I'm actually
19 his psuedo-replacement.

20 COUNCILMAN CARN: I guess that's good for you. All
21 right. Thanks.

22 COUNCILWOMAN ARNOLD: I just have a question in
23 reference to the hours. Let's just say that this was the
24 correct order here. What would be the average hours for
25 just a regular audit?

1 MR. BUTLER: An audit time is consistent for regular
2 as well.

3 COUNCILWOMAN ARNOLD: It is?

4 MR. BUTLER: Yes.

5 COUNCILWOMAN ARNOLD: You said you think you'll be
6 able to stay within this hour frame?

7 MR. BUTLER: Yes. The hour frame is pretty
8 consistent. We would have the information that's needed to
9 get work done. We could have it done within that
10 timeframe.

11 COUNCILWOMAN ARNOLD: Thank you.

12 MAYOR MOTLEY BROOM: Council member Gay?

13 COUNCILMAN GAY: Well, the only comment I want to
14 make is we all had the opportunity to get the previous
15 audits from Martin & Jenkins and if so, how much of that
16 historical information will probably be the same?

17 MR. BUTLER: I would say that the majority of all of
18 it would be the same. This is going to be -- we have not
19 had a chance to communicate with Martin Jenkins and it
20 would have to be approved by the council for us before we
21 can start communicating.

22 COUNCILMAN GAY: Okay, well just know that those
23 audits are public record and they may actually be on our
24 website. Or if not, finance can provide you those at least
25 last three years audits. City Manager, can you make sure

1 that we provide those and that finance can get them the
2 last three years?

3 CTY MANAGER ADEDIRAN: When I met with them last
4 week, I gave them the last of the documents. I give them
5 the last.

6 MR. BUTLER: For the council's benefit as well, once
7 we did become your auditor, we would get access to the
8 ones from Martin & Jenkins, as well. We would review their
9 work papers and concurrently.

10 COUNCILMAN GAY: Any other questions?

11 MAYOR MOTLEY BROOM: Sir, I had a couple questions.

12 COUNCILWOMAN MCKENZIE: I have questions, too.

13 MAYOR MOTLEY BROOM: Go right ahead.

14 COUNCILWOMAN MCKENZIE: Is this item -- I believe is
15 this item going to be on the consent agenda today?

16 MAYOR MOTLEY BROOM: It is.

17 COUNCILWOMAN MCKENZIE: Okay. So I have to ask a
18 question. Councilman Carn mentioned something about the
19 reasons why we would be considering another company. So,
20 since this is consent, that's a question that I have now.
21 What are you referring to?

22 COUNCILMAN CARN: Well, essentially the city manager,
23 Mrs. Dixon, she's going to be here for the 7:30.

24 Essentially, we've been using the same audit firm for the
25 past 16 years. This year would have been 17. Obviously, I

1 think sometimes you can get a little too comfortable with
2 the same set of eyes with the same documents.
3 Particularly, when you're talking about a contracted
4 situation and as a good standing business, you want that
5 annual contract renewed. Are you following me? I'm looking
6 for issues. I'm looking for things that maybe, you know,
7 the same eyes that they've been looking at may have
8 overlooked something possibly. That's why we want new set
9 of eyes to look at it and not just peruse the same
10 documents that they gave you. So, I want a really good
11 look here, you know, because we're paying good money for
12 it. A new look. We don't want a rescrubbing of the same
13 old documents. I think in my opinion, that going with
14 someone for a 17th year for an audit, you know, would
15 almost be a waste of money. I don't want to waste any
16 money, all right. I want some fresh eyes on this and a
17 fresh perspective and maybe they can find something that
18 we need to be aware of. Generally, we do pretty good
19 financially. We don't have any big, major issues but we're
20 looking for anything under the hood that looks out of the
21 ordinary. So, we don't want to just scrub over the
22 documents we got from last year.

23 MR. BUTLER: Our goal in the audit process is to
24 bring to the council's attention any items from a fiscal
25 perspective we think need to come to your attention that

1 we're required to add. Our interest would completely be to
2 audit in a way that one, is viable. Two, to bring to your
3 attention all items of risk.

4 COUNCILMAN GAY: I have --

5 MAYOR MOTLEY BROOM: Councilwoman --

6 COUNCILWOMAN MCKENZIE: I just wanted to respond to
7 the last question. So, basically, Councilman Carn, if I'm
8 hearing correctly, this is -- because this was brought up
9 last meeting and I had some of our residents reach out
10 concerned about this whole process with our audit.
11 Changing the company. So, what I'm hearing, I just want to
12 be clear, is that we feel that after 17 years, it would be
13 -- in continuing to get the same exact report that it
14 would be helpful in the name of transparency, integrity
15 and better fiscal soundness to put new eyes on our city's
16 financials. So, it's not too slant it but it is to really
17 make sure that we are -- we're not just having a contract
18 renewed over and over and over again. Somebody give us the
19 same information.

20 COUNCILMAN CARN: Absolutely.

21 COUNCILWOMAN MCKENZIE: So, for me, this sounds like
22 if we were to bring another company on, the purpose is is
23 that we need new eyes. We want -- there's nothing that we
24 want you to find but we want -- if there is anything to be
25 found, we want it to be found. So that we can continue

1 fiscally as the type of government, the organization that
2 we think we've been for the past 17 years. I mean, I
3 think -- you go to the doctor, you get your regular
4 check-ups. Sometimes you say well, I'm going to go to
5 another doctor, get a second opinion. You then go to that
6 doctor and you say well, everything looks all right but we
7 found something over here that you might need to be aware
8 of. That maybe the other doctor just kind of overlooked
9 because they were used to the same thing. That's
10 essentially what we're looking for, efficiency and we want
11 to make sure we're covering every aspect of our finances.
12 Making sure everything is looking right from a new set of
13 eyes. So.

14 MAYOR MOTLEY BROOM: Council member Gay?

15 COUNCILMAN GAY: I'm going to answer with respect to
16 Councilwoman McKenzie's question. In that respect, it
17 would be they do follow general kind of principals, but
18 moreover, this is a CPA firm and just some historical
19 background for the new members of council, when Derek
20 Canon was no longer our financial director, we brought in
21 their firm. And since then, their firm trained our
22 previous finance director, right. And there was a
23 conversation afterwards we would consider them for the
24 audit after they sat out two years -- after they worked
25 for the -- but that never happened. So, to be able to

1 bring a CPA firm of color doing business in your city for
2 a decade to be -- this is amazing progress.

3 MAYOR MOTLEY BROOM: All right. I have a couple
4 questions. Mr. -- I forget your last name?

5 MR. BUTLER: Butler.

6 MAYOR MOTLEY BROOM: Mr. Butler, I saw in the first
7 slide that this was a proposed response so how were you
8 contacted in the first place?

9 MR. BUTLER: Well, during the general conference of
10 being inside the city that we needed a proposal
11 potentially on the docket. Mr. Aberdeen came over and we
12 have conversations previously.

13 MAYOR MOTLEY BROOM: I'm sorry. I'm unclear. Who
14 reached out to you?

15 MR. BUTLER: Mr. Aberdeen.

16 CTY MANAGER ADEDIRAN: I did.

17 MAYOR MOTLEY BROOM: When did that happen?

18 MR. BUTLER: Weeks ago.

19 MAYOR MOTLEY BROOM: Weeks ago?

20 MR. BUTLER: Yes.

21 MAYOR MOTLEY BROOM: In September or August?

22 MR. BUTLER: Prior to September.

23 MAYOR MOTLEY BROOM: All right. What does your policy
24 say about the solicitation of --

25 CTY MANAGER ADEDIRAN: (Inaudible).

1 MR. BUTLER: Our services are a professional service
2 that has not required of you being out by (inaudible).

3 MAYOR MOTLEY BROOM: All right. Mr. Butler, have you
4 had the opportunity to familiarize yourself with the
5 opportunity of our city in regard to our enterprise funds
6 and the like?

7 MR. BUTLER: Well, from the standpoint of just
8 reading through the financials previously, that's the
9 limit of our interaction of reviewing anything related to
10 the city.

11 MAYOR MOTLEY BROOM: And I saw there were four phases
12 of your timeline. Planning, preliminary, final and report.
13 What would be the time that you would expect for each of
14 those phases?

15 MR. BUTLER: Well, the planning phase will start and
16 it starts immediately. We do a possible risk assessment of
17 the entire city. That involves interviews, consultations,
18 talking with different members inside the city. Time wise,
19 that can range anywhere from 40 to 100 hours to 150 hours.
20 So, or even 200 hours depending on who we need to talk to.

21 MAYOR MOTLEY BROOM: Okay. What about the preliminary
22 stage?

23 MR. BUTLER: Technically the same. The preliminary
24 stage, again, that is for the city as well as for every
25 department inside the city. We go through a process of

1 doing again a risk assessment process of controls actually
2 in place and planning to assess those controls.

3 MAYOR MOTLEY BROOM: How long would that take?

4 THE WITNESS: Traditionally, anywhere from 100 to
5 maybe another 300 hours.

6 MAYOR MOTLEY BROOM: What about the final phase?

7 MR. BUTLER: Again, the final phase, you bring all
8 substantive testing together and that substantive testing
9 is a lot more detailed transactions by tracing
10 information. That can take anywhere from another 100 to
11 200 hours.

12 MAYOR MOTLEY BROOM: And the report?

13 MR. BUTLER: The report is very important and we work
14 hand and hand to do that work. That can take anywhere from
15 another 100 hours or so.

16 MAYOR MOTLEY BROOM: I saw the cost was \$180,900.
17 Would you be willing to do a guarantee not to exceed that
18 amount?

19 MR. BUTLER: We'll do our best to try not to exceed
20 that amount. I don't know if we can the first time coming
21 in. There's always a conversation of if there's any type
22 of overages, we won't do overages without approval of the
23 council.

24 MAYOR MOTLEY BROOM: Are we eligible for the GFOA
25 award if we're late?

1 MR. BUTLER: Well, we'll have to check and make sure.
2 I think we should still be eligible for it. If we can
3 prove.

4 MAYOR MOTLEY BROOM: And I know someone said that
5 we've got the same executive report 16 years running.
6 That's factually inaccurate. We have not received the
7 exact same report 16 years in a row. I want to make sure
8 that everyone is clear on that. That's just not the case.
9 But, any other questions, comments?

10 COUNCILMAN GAY: We've been using the same auditor
11 for 16 years in a row. And generally, we didn't have any
12 significant deficiencies so that raised a red flag for me.

13 MAYOR MOTLEY BROOM: And I'll say, we just didn't get
14 the same one 17 years in a row and we did have some
15 findings in that time.

16 COUNCILWOMAN MCKENZIE: Mayor, can you explain those.
17 You said there were some findings? Can you share that with
18 us?

19 MAYOR MOTLEY BROOM: There were findings throughout
20 the years with various controls in various departments.

21 COUNCILWOMAN MCKENZIE: Any examples?

22 MAYOR MOTLEY BROOM: I recall seeing them.

23 COUNCILWOMAN MCKENZIE: Can you share them with us
24 because I'd definitely be interested.

25 MAYOR MOTLEY BROOM: All our audits are available

1 online.

2 COUNCILWOMAN MCKENZIE: You were just saying
3 specifically. I wasn't even aware that there were so I
4 just -- I'm trying to make a decision.

5 MAYOR MOTLEY BROOM: There were findings in the
6 controls and I think that having a conversation with
7 either those auditors or reviewing the audit by the
8 reports themselves will deal with that.

9 COUNCILWOMAN MCKENZIE: Okay.

10 MR. BUTLER: For council's benefit as well, findings
11 and significant deficiencies are related. There can be
12 findings. Just because you have a finding doesn't mean
13 that you have a major problem. Having significant
14 deficiency, that is something that in my audit judgment
15 needs to be brought to council attention. That's something
16 that is a material number that that would bring also the
17 council's attention. So, findings happen. They do happen
18 and normally, findings can be alleviated by having other
19 controls in place.

20 COUNCILMAN GAY: Because we won that award she spoke
21 about, there's never been any significant findings. We
22 always have material findings. Always. That's for
23 clarification. I didn't think it was going to be number
24 for number. But there's been no significant findings.

25 MAYOR MOTLEY BROOM: Any other questions?

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COUNCILMAN GAY: We'll still the great City of
College Park by the way.

MAYOR MOTLEY BROOM: All right. If nothing else,
we'll see you at 7:30. Thank you so much.

MR. BUTLER: Thank you.

MAYOR MOTLEY BROOM: Thank you.

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C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF COWETA)

I hereby certify that the foregoing transcript was taken down,
as stated in the caption, and the proceedings were reduced to
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I further certify that the transcript is a true and correct
record of the evidence given at the said proceedings.

I further certify that I am neither a relative or employee or
attorney or counsel to any of the parties, nor financially or
otherwise interested in this matter.

This the 3rd day of October, 2024.



EMILY DANIEL, CVR, CCR LICENSE NO. 8207

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

DOC ID: 11556

TO: Honorable Mayor and Council Members
FROM: Dr. Emmanuel Adediran, City Manager
DATE: October 31, 2024
TITLE: Regular Meeting minutes dated September 16, 2024.

Prepared by American Court Reporting

Attachments
(REGULAR) Meeting (Full) (1) (PDF)

Prepared by: Queenie Brown
Department Director: Dr. Emmanuel Adediran, City Manager

Review:

City Manager's Office	Pending	
Queenie Brown	Completed	10/31/2024 10:49 AM
City Clerk	Completed	10/31/2024 10:49 AM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM

In The Matter Of:
CITY COUNCIL REGULAR SESSION

Meeting
September 16, 2024

American Court Reporting Company, Inc.
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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
SEPTEMBER 16, 2024
MINUTES

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

Absent: None

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 a full quorum present, with Council Members McKenzie, Carn, Arnold, Gay. At this time, it's 7:00 p.m. I will call the the meeting to order at this time, subject my continuing objections regarding Ordinance 2024-01 and the omnibus motion this body passed earlier. We'll start with the Pledge of Allegiance.

A. Pledge of Allegiance to the Flag.

MAYOR MOTLEY BROOM: We'll do our invocation this

1 evening.

2
3 B. Invocation.

4 CITY CLERK: Mayor, the next item on the agenda is
5 the civility pledge which will be led by Chief Rogers.

6 C. Civility Pledge by Chief Rogers.

7 CITY CLERK: The next item on the agenda is an
8 announcement by the Chief of Police.

9 D. Announcement -- Chief Rogers

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

11 CITY CLERK: The next item on the agenda is
12 additions, deletions, amendments or changes to the agenda.

13 COUNCILWOMAN MCKENZIE: For some reason, 9G is still
14 on the agenda and I asked to have it removed before this
15 came out. So, I'd like to have that removed. I make a
16 motion to have that 9G removed.

17 COUNCILWOMAN MCKENZIE: And also, 7A. 7A.

18 CITY CLERK: I've removed item 7A from the public
19 hearing.

20 COUNCILMAN GAY: What was the first one?

21 COUNCILWOMAN MCKENZIE: 9G. 9G is being removed and
22 7A.

23 MAYOR MOTLEY BROOM: Any other additions, deletions,
24 amendments or changes to the agenda?

25 COUNCILMAN GAY: I've got a few. Let's see, item 8B.

1 I'm going to move to have the item removed from the
2 agenda.

3 CITY CLERK: Item 8B?

4 MAYOR MOTLEY BROOM: B.

5 CITY CLERK: You want it removed from consent or
6 removed from the agenda? I'm sorry, I just want
7 clarification.

8 COUNCILMAN CARN: Sorry about that.

9 CITY CLERK: Thank you.

10 COUNCILMAN CARN: Removed from the agenda.

11 CITY CLERK: Thank you.

12 MAYOR MOTLEY BROOM: Hold up, Council Member Carn is
13 speaking.

14 COUNCILMAN CARN: Also, I do have an announcement.
15 So, tonight I am appointing Mr. (inaudible). Mr.
16 (inaudible) as the ward two -- I'm sorry, the Main Street
17 ward. The Main Street ward. His last name is Reasonover.

18 CITY CLERK: So, where do you want that on the
19 agenda.

20 COUNCILMAN CARN: Well, just a spot for
21 announcements. I guess, I think it was -- used to be
22 additions, deletions.

23 MAYOR MOTLEY BROOM: That needs to be -- that's
24 subject to approval by the council, so.

25 COUNCILMAN CARN: Well, I'm going to do a motion.

1 MAYOR MOTLEY BROOM: It needs to be put on the agenda
2 so then --

3 COUNCILMAN CARN: Right. Well, we'll put it on the
4 agenda. It can be one of the first items or the last item.
5 It doesn't make a difference.

6 MAYOR MOTLEY BROOM: We will add it to at the end of
7 regular business. It would be the new 9H. So, the
8 appointment of ward two Main Street representative.
9 Anything else Councilman Carn?

10 COUNCILMAN CARN: No. That would do it.

11 MAYOR MOTLEY BROOM: Council member, Gay?

12 COUNCILMAN GAY: I would like to remove item 8B.

13 MAYOR MOTLEY BROOM: That's already been brought up.

14 COUNCILMAN GAY: Who brought it up?

15 MAYOR MOTLEY BROOM: Council member Carn.

16 COUNCILMAN GAY: We removed it?

17 MAYOR MOTLEY BROOM: So, we're in the additions,
18 deletions, amendments and changes. He already said to
19 remove 8B.

20 COUNCILMAN GAY: Okay.

21 MAYOR MOTLEY BROOM: Anything else?

22 COUNCILMAN GAY: No.

23 MAYOR MOTLEY BROOM: All right. Any other additions,
24 deletions, amendments or changes?

25 MAYOR MOTLEY BROOM: If no, we'll put it to a vote.

1 All those in favor?

2 COUNCIL MEMBERS CARN, ARNOLD & GAY: Aye.

3 COUNCILWOMAN MCKENZIE: Are we going to vote on each
4 of these individually?

5 MAYOR MOTLEY BROOM: No, ma'am.

6 COUNCILWOMAN MCKENZIE: I'd like to vote on them
7 individually because I can't vote on all of these. I can't
8 do this as a consent agenda.

9 MAYOR MOTLEY BROOM: All right. So, all those in
10 favor as far as a motion to remove items?

11 COUNCILMAN CARN: Motion.

12 MAYOR MOTLEY BROOM: Thank you, Councilman Carn. Is
13 there a second?

14 COUNCILWOMAN ARNOLD: Second.

15 MAYOR MOTLEY BROOM: Thank you. Any discussion?

16 COUNCILMAN GAY: Yes. 7A is -- who put them down?
17 This is the city manager's request to remove 7A --

18 MAYOR MOTLEY BROOM: Consideration of -- it's a set
19 public hearing date.

20 COUNCILMAN GAY: Okay. All right.

21 MAYOR MOTLEY BROOM: On the rezoning on 2124 Janus
22 Drive. Any further discussion? Hearing none, all those in
23 favor?

24 ALL COUNCIL MEMBERS: Aye.

25 MAYOR MOTLEY BROOM: All right. That is the end. Is

1 there a motion to remove item 9G?

2 COUNCILWOMAN MCKENZIE: So moved.

3 MAYOR MOTLEY BROOM: Thank you, Council member
4 McKenzie. Is there a second?

5 COUNCILMAN CARN: Second.

6 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
7 Any discussion? Hearing none we'll move to a vote. All
8 those in favor?

9 ALL COUNCIL MEMBERS: Aye.

10 MAYOR MOTLEY BROOM: All right. That is unanimous. Is
11 there a motion to add a new 9H regarding the appointment
12 of a ward 2 Main Street representative?

13 COUNCILMAN CARN: Motion.

14 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
15 Is there a second?

16 COUNCILWOMAN ARNOLD: Second.

17 MAYOR MOTLEY BROOM: Thank you, Council member
18 Arnold. Any discussion?

19 COUNCILWOMAN MCKENZIE: I'll just -- I don't have any
20 discussion.

21 MAYOR MOTLEY BROOM: All right. All those in favor?

22 COUNCIL MEMBERS CARN, ARNOLD & GAY: Aye.

23 MAYOR MOTLEY BROOM: Any opposed?

24 COUNCILWOMAN MCKENZIE: Aye.

25 MAYOR MOTLEY BROOM: All right. So, that passed with

1 Council members, Carn, Arnold and Gay in favor and Council
2 member McKenzie opposed. The removal of 8B? Any motion?

3 COUNCILMAN CARN: Motion.

4 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
5 Is there a second?

6 COUNCILMAN GAY: Second.

7 MAYOR MOTLEY BROOM: Thank you, Council member Gay.
8 Any discussion? Hearing none we'll move to a vote. All
9 those in favor?

10 ALL COUNCIL MEMBERS: Aye.

11 3. Approval of Agenda

12 MAYOR MOTLEY BROOM: Thank you. That is unanimous. Is
13 there a motion to approve the agenda?

14 COUNCILWOMAN MCKENZIE: So moved.

15 MAYOR MOTLEY BROOM: Thank you, Council member
16 McKenzie. Is there a second?

17 COUNCILMAN GAY: Second.

18 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
19 Any discussion? Hearing none we'll move to a vote. All
20 those in favor?

21 ALL COUNCIL MEMBERS: Aye.

22 MAYOR MOTLEY BROOM: Thank you, that is unanimous.

23 4. Presentation of Minutes of City Council

24 CITY CLERK: The next item on the agenda is the
25 approval of the workshop session minutes dated September

1 3rd, 2024.

2 MAYOR MOTLEY BROOM: Is there a motion?

3 COUNCILWOMAN MCKENZIE: So moved.

4 MAYOR MOTLEY BROOM: Thank you, Council member
5 McKenzie. Is there a second?

6 COUNCILMAN CARN: Second.

7 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
8 Any discussion? Hearing none we'll move to a vote. All
9 those in favor?

10 ALL COUNCIL MEMBERS: Aye.

11 MAYOR MOTLEY BROOM: Thank you, that is unanimous.

12 CITY CLERK: The next item on the agenda is the
13 approval of the regular meeting minutes dated September
14 3rd, 2024.

15 MAYOR MOTLEY BROOM: Is there a motion?

16 COUNCILWOMAN MCKENZIE: Motion.

17 MAYOR MOTLEY BROOM: All right. Thank you, Council
18 member Carn. Is there a second?

19 COUNCILWOMAN MCKENZIE: Second.

20 MAYOR MOTLEY BROOM: Thank you, Council member
21 McKenzie. Is there discussion?

22 COUNCILWOMAN MCKENZIE: Yes, I have a discussion.
23 Line 694, the spelling of Dr. Volmalnie's name is V as in
24 vote. O as in ocean. M as in man. A as in apple. L as in
25 apple. N. I (inaudible). I and E as in eat. Line 694.

1 MAYOR MOTLEY BROOM: Any further discussion? Hearing
2 none we'll move to a vote. All those in favor?

3 ALL COUNCIL MEMBERS: Aye.

4 MAYOR MOTLEY BROOM: Any opposed? Any dissensions?
5 That is unanimous.

6 5. Proclamations, Resolutions, Plaques and Announcements

7 A. Public Power and Green Power Week

8 CITY CLERK: The next item on the agenda is the
9 approval of a proclamation for the Public Power and Green
10 Power week.

11 MAYOR MOTLEY BROOM: Is there a motion?

12 COUNCILWOMAN ARNOLD: So moved.

13 MAYOR MOTLEY BROOM: Thank you, Council member
14 Arnold. Is there a second?

15 COUNCILMAN CARN: Second.

16 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
17 All those in favor?

18 ALL COUNCIL MEMBERS: Aye.

19 MAYOR MOTLEY BROOM: Thank you, that is unanimous.

20 B. Domestic Violence Awareness Month

21 CITY CLERK: The next item on the agenda is the
22 proclamation for a Domestic Violence Awareness Month.

23 MAYOR MOTLEY BROOM: Is there a motion?

24 COUNCILWOMAN ARNOLD: So moved.

25 MAYOR MOTLEY BROOM: Thank you, Council member

1 Arnold. Is there a second?

2 COUNCILWOMAN MCKENZIE: Second.

3 MAYOR MOTLEY BROOM: Thank you, Council member
4 McKenzie. Is there any discussion? Hearing none we'll move
5 to a vote. All those in favor?

6 ALL COUNCIL MEMBERS: Aye.

7 MAYOR MOTLEY BROOM: Thank you, that is unanimous.

8 C. Breast Cancer Awareness Month

9 CITY CLERK: Item C is the proclamation for Breast
10 Cancer Awareness Month.

11 MAYOR MOTLEY BROOM: Is there a motion?

12 COUNCILWOMAN ARNOLD: So moved.

13 MAYOR MOTLEY BROOM: Thank you, Council member
14 Arnold. Is there a second?

15 COUNCILWOMAN MCKENZIE: Second.

16 MAYOR MOTLEY BROOM: Thank you, Council member
17 McKenzie. Any discussion?

18 COUNCILMAN GAY: I have discussion.

19 MAYOR MOTLEY BROOM: All right, Council member Gay.

20 COUNCILMAN GAY: Before we finish consideration for
21 proclamation, we failed to add the fire week which is
22 October 1st. I didn't realize I had to add it. I thought
23 just the department directs it. So, we'll need to add the
24 fire week. It's an October proclamation. Are we voting on
25 October proclamations?

1 MAYOR MOTLEY BROOM: Council member, will you speak
2 into your mic, please?

3 COUNCILMAN GAY: I said before we get done with the
4 proclamations I need to add fire week. It starts in
5 October. Fire EMS week. It starts October.

6 MAYOR MOTLEY BROOM: Any further discussion?

7 COUNCILMAN GAY: No. Thank you.

8 MAYOR MOTLEY BROOM: All those in favor?

9 ALL COUNCIL MEMBERS: Aye.

10 CITY CLERK: Mayor, would you like to reconsider the
11 agenda and add an item? I'm just asking.

12 MAYOR MOTLEY BROOM: If there's a motion to do so.

13 CITY CLERK: Then, we have a motion on the table to
14 add a proclamation for Fire EMS week for the week of
15 October 1st.

16 COUNCILMAN GAY: Motion.

17 MAYOR MOTLEY BROOM: Is there a second?

18 COUNCILMAN CARN: Second.

19 MAYOR MOTLEY BROOM: Thank you, Councilman Carn. Any
20 discussion?

21 COUNCILWOMAN MCKENZIE: Discussion. Again, is this
22 something that we have -- I mean, does it have to be added
23 to the agenda? Can this be done without a vote?

24 MAYOR MOTLEY BROOM: Ordinance 2024-01 says if it's
25 presented at the meeting, it's got to be put.

1 COUNCILWOMAN MCKENZIE: I guess the clarification is
2 that's for the entire body but an individual member of the
3 governing body can have a proclamation without the
4 permission of the general governing body. That's in the
5 case of all five members of government (inaudible).

6 MAYOR MOTLEY BROOM: Okay. Any further discussion?
7 Hearing none we'll move to a vote. All those in favor?

8 ALL COUNCIL MEMBERS: Aye.

9 MAYOR MOTLEY BROOM: Any opposed? Any abstentions?

10 COUNCILWOMAN MCKENZIE: Aye.

11 MAYOR MOTLEY BROOM: All right. So, Council members
12 Carn, Arnold and Gay are in favor. Council member McKenzie
13 abstains.

14 CITY CLERK: The motion to approve the proclamation
15 for Fire and EMS beginning October 1st.

16 MAYOR MOTLEY BROOM: Council member Gay, is that your
17 motion?

18 CITY CLERK: I'm just announcing the item.

19 MAYOR MOTLEY BROOM: Is there a motion?

20 COUNCILMAN GAY: One second, Mayor. It's October 6th
21 through the 12th.

22 CITY CLERK: Thank you, sir. I'll make sure that we
23 get that done.

24 MAYOR MOTLEY BROOM: Is there a motion?

25 COUNCILMAN GAY: Motion.

1 MAYOR MOTLEY BROOM: Thank you, Council member Gay.
2 Is there a second?

3 COUNCILMAN CARN: Second. Are we voting again? Yeah,
4 we already did this.

5 CITY CLERK: So, the first vote was to add the item
6 to the agenda because we did not do that when we approved
7 the agenda. This is actually approving the proclamation.

8 COUNCILMAN CARN: Okay.

9 CITY CLERK: So, we had to add it to the agenda
10 before we could actually approve the proclamation if I
11 understand your rules correctly.

12 COUNCILMAN CARN: All right. Second.

13 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
14 Any discussion? Hearing none we'll move to a vote. All
15 those in favor?

16 COUNCIL MEMBERS CARN, ARNOLD & GAY: Aye.

17 MAYOR MOTLEY BROOM: Any opposed? Any abstentions?

18 COUNCILWOMAN MCKENZIE: Aye.

19 MAYOR MOTLEY BROOM: All right. So, the motion passes
20 with Council members Carn, Arnold and Gay in favor.
21 Council member McKenzie abstains.

22 6. Remarks of Citizens

23 CITY CLERK: Mayor, the next item on the agenda is
24 the remarks of our citizens. The first person to speak
25 will be Spiceda Jackson. I'm going to ask you to wait just

1 a second. Okay. You can come on. I'm good. I'm ready for
2 you. I'm trying to be ready.

3 MS. JACKSON: All right. Good evening, Mayor and
4 Council. How are you guys? I haven't seen you all in a
5 long time. I've come here to talk about -- oh, I'm Spiceda
6 Jackson at 237 Cambridge Avenue. I'm a business owner. I
7 am also a resident of the City and I am professionally an
8 accountant, an auditor and all that good stuff. So, I said
9 that it's important for me to come and speak on behalf of
10 us choosing changing auditors. Just to weigh in with you
11 know, my experience and etc. So, I want to kick this
12 conversation off by just comment on it. We don't want our
13 evil or our good to be evil spoken of. Okay. What I mean
14 by that is changing auditor is good. And having Banks &
15 White, that's a reputable firm. So is Martin & Jenkins.
16 But we don't want to do things in an environment that just
17 causes such ruckus for no reason. Like, we have to have
18 control. We have to have some decorum and protocol. We
19 have to stop doing things that make us appear as if
20 there's a lack of transparency because this is kind of
21 like bringing a good prospect to marry home for dinner.
22 Then you show up and say, hey, we eloped. How would a
23 father feel about that? How do citizens feel about that?
24 We want to have situations where I know that, yeah, maybe
25 we didn't do it in the past and maybe we didn't put it out

1 in the past but we're in the present and we're all moving
2 forward. So, in the spirit of closeness and just giving
3 people a good environment to come to. Because I will say,
4 personally, I think Banks & White is a good company.
5 They're known for government, etc. I think our process in
6 which we bring them forth to the community, to the
7 citizens, to the City is really messed up. So, I really
8 want us to moving forward, whatever happens today, I just
9 wish that we could just offer some processes. Like, when
10 we do things like with vendors and things like that, we
11 don't want people just spending six figures without the
12 citizens knowing something about it. Put it on the --
13 because I also believe that if we did put it out on RFP,
14 right, and they were chosen, then it feels good for the
15 community. Okay. So, this is the last thing I'm going to
16 say and I hope I get this right because I said, "He who
17 has the gold, right, rules". All you guys have the
18 control. You rule. You don't have to rule with an iron
19 first. You don't have to make it dramatic. Just follow a
20 process that --

21 CITY CLERK: Time.

22 MS. JACKSON: Makes it feel good.

23 CITY CLERK: Time.

24 MS. JACKSON: Well, thank you. I don't have very much
25 to say on this. I just want to make sure from my

1 perspective I just want you guys to know that I believe
2 the accounting profession has integrity and just we follow
3 generally, accounting principals and standards and those
4 standards will be adhered to no matter who we chose
5 because that's what we have to follow. But I am here
6 specifically to talk about the processes on which we
7 choose to spend \$100,000. The processes in which we choose
8 to deliver and present things to the citizens. It just
9 doesn't have to be this way and I'm just asking that
10 moving forward if we can just -- even if you -- I know in
11 this case, we didn't have time to put it on RFP because we
12 have to do the award and all this stuff. We just have to
13 have a better process and respect for our own process. And
14 we didn't have it in the past, we need to have it. Thank
15 you.

16 COUNCILWOMAN MCKENZIE: Thank you, Ms. Jackson.

17 CITY CLERK: Was that you, Mr. Walker? Mr. Coleman?
18 Okay. Next for citizen comment is Javonn Jefferson at 3300
19 College Street. There is no topic of discussion.

20 COUNCILWOMAN MCKENZIE: He's not here.

21 CITY CLERK: Okay. The next citizen is James Walker
22 at 2071 Rugby. The topic of discussion is hate speech.

23 MR. WALKER: Good evening, Council.

24 COUNCILWOMAN MCKENZIE: Good evening, James.

25 MR. WALKER: Yeah, so all this sounds good. You're

1 going to do exactly what you want to do. We understand
2 that you have power and you have to listen to us, or
3 pretend to listen to us, while you scribble on your phones
4 and on your pads. But nothing ever really happens.
5 Councilman Gay walks in and out. Councilman Carn sits
6 down. But I will say this, when we have a civility pledge,
7 it's supposed to be that. Several times, (inaudible) comes
8 up here -- came up here and he spewed hate speech. And I
9 don't know why we have a pledge that's not enacted or not
10 adhered to or not really addressed. I saw the Chief
11 talking to Council about -- the way I would wish you would
12 talk to us when we're thrown out of Council Chambers and I
13 have an issue with that. Hate speech is defined as
14 "intimidating or discriminating against one group". So, if
15 we're going to sit here and allow speech, then say that.
16 We're creating hostile working Council Chambers that we've
17 actually presided and come together and to discuss issues
18 pertaining to the City. But for this person, I'm not going
19 to call his name anymore because he doesn't deserve that,
20 to sit here and be saying -- to be gaslighted by certain
21 members of Council, it's a disgrace. It's a disgrace. And
22 I think you all should really reconsider you know, really
23 letting this person spew this hateful rhetoric to people
24 -- white people and black people. I'm referred to as a
25 house negro but house negros said house negros are light

1 skinned. I'm definitely not light skinned. Right. So, I
2 think that we're asking you to be -- outline what is what
3 before he comes up here and please, in the future make
4 sure that we are adhering to the civility pledge. And
5 where it comes up that spews hate is dealt with
6 accordingly with being thrown out of Council Chambers.
7 Secondly, Councilwoman McKenzie, I caution you and I had a
8 issue -- it appears that there was an issue with I think
9 the STEM project that you had where you got \$30,000 of tax
10 payer dollars and we still don't know what that was used
11 for. But, I think you probably owe her an apology --

12 CITY CLERK: Time.

13 MR. WALKER: Thank you very much.

14 CITY CLERK: I have no further citizen comments that
15 are present but I do have two from online if it pleases
16 the Council. The first citizen comment is from Grace
17 Phillips and it was received on 9/10 at 10:44 a.m. Grace
18 Lunsford is a resident and she said, "Good evening, please
19 add citizen advisory board to the College Park strategic
20 agenda for implementation 2015. In Durham, North Carolina,
21 the citizen advisory board committee has been instrumental
22 in community engagement, particularly in housing and urban
23 development. It has provided feedback on housing policies,
24 community development, block grants and neighborhood
25 improvements to more inclusive and equitable city

1 planning. In Atlanta, Georgia the citizen review board
2 focuses on police conduct and accountability. It has
3 successfully increased transparency and accountability in
4 police operations by investigating complaints of police
5 misconduct and recommending changes in policies and
6 practices. It has improved public trust in law
7 enforcement. In College Park, we have various boards but
8 none are truly citizen led. They are comprised of
9 hand-picked nominees from the Mayor and Council. I suggest
10 we move away from egos and agendas and open these boards
11 up to citizen volunteers. I also suggest increasing the
12 number of names on each board to better represent the
13 diverse viewpoints of our eclectic community. We urgently
14 need two citizen advisory boards to address at the present
15 moment, one, the -- sorry, city charter advisory board.
16 The goal is to modernize our outdated and criticized
17 charter and build in a code of ethics and consequences for
18 our elected leadership. Two, citizen green space and
19 pedestrian safety advisory board. The goal is to create a
20 strategic plan for walk ways and green space building and
21 protections to prevent the future loss of dedicated
22 athletic and leisure spaces deemed priceless to the
23 community. This board should work in collaboration. Again,
24 I plead for the restoration and establishing these new
25 boards and for the next cycle of our current boards. It is

1 valued for its ability to create a more inclusive and
2 representative decision-making process offering an
3 alternative or compliment to traditional electoral
4 systems. It is an ancient Democratic practice that dates
5 back to classical Athens where it is used to select
6 citizens for public office, juries and other civic duties.
7 The key idea behind this corotation, I think that's what
8 it is, is that it allows for equal opportunity among
9 eligible participants, reducing bias that might come from
10 elections or appointments based on wealth, popularity or
11 connections. Key features include greater selection.
12 Individuals are chosen at random from a pool of eligible
13 candidates, ensuring that all have equal chance of being
14 elected. Representation can also help ensure that diverse
15 cross-section of population is represented as it avoids
16 the influence of campaign funding, partisanship or other
17 factors that skew election results. It reduces corruption
18 and bias by randomly selecting members. It minimizes the
19 influence of special interests and reduces risk of
20 corruption or nepotism. Democratic legitimacy, it is seen
21 as a way to enhance Democratic legitimacy by allowing
22 ordinary citizens directly in governments, rather than
23 relying solely on elected representatives which is
24 presently destroying trust in College Park.
25 Councilpersons, please, deeply consider this request. If

1 you want to bring our collective city into the future and
2 eliminate the diversive ward boundaries. Do this. It does
3 not matter whether we are descendants of slaves,
4 missionaries, plantation owners or explorers. We live in
5 College Park in 2024 as people. People who love, work
6 where we live and want the best for all. I volunteer to
7 work with the community and staff to recruit community
8 members, draw up guidelines and implement in 2025. Please,
9 add this proposal to the September 30th City Council
10 Meeting to discuss a way and move forward with this
11 request". Grace Lunsford. The second request that I have
12 is from James -- I always get this wrong. Is it Mozay?
13 Mose. Mose. Thank you. It's concerns regarding interim
14 city manager Dr. Adediran's performance and accountability
15 in city affairs. "Dear Mayor and Council, I hope this
16 email finds you well. I'm writing today to express some
17 significant concerns regarding the performance of interim
18 city manager, Dr. Adediran particularly his lack of
19 transparency, accountability, consistency in delivering
20 city manager reports as well as other critical duties
21 impacting our community. As you may know, out of the 11
22 meetings that Dr. Adediran has participated in, he failed
23 to deliver a city manager's report in nine of those
24 meetings. This pattern is troubling and leaves residents
25 like myself in the dark about critical matters regarding

1 the city. I am often left to assume what is happening in
2 the city of College Park because there is no direct
3 communication from our city manager on key issues. This is
4 concerning for the role as important as he is, especially
5 in a weak Mayor system where he reports -- his reports are
6 critical for transparency and public awareness. One
7 particular pressing matter is the ongoing issue of the
8 rock wall at the Tracy Wyatt Recreation Center. This
9 Council delegated the decision regarding the rock wall to
10 Dr. Adediran, trusting him with the responsibility to make
11 the best executive decision. Since that time, we have had
12 no real updates. There was an investigation launched back
13 in June and the company responsible for installing the
14 rock wall inspected it and confirmed it was safe to use.
15 However, here we sit in September and the rock wall
16 remains closed. I asked a simple question on the website
17 regarding whether the rock wall would be available for
18 upcoming fall festival, but I have yet to receive a
19 response. The community has entrusted Dr. Adediran with
20 \$60,000 to conduct this investigation, yet there has been
21 no conclusion or update even though the inspection results
22 have been available for months. Why are we now continuing
23 to entrust the interim city manager with even greater
24 responsibilities such as overseeing a proposal of \$196M
25 budget. Given the ongoing failures in transparency and

1 responsibility regarding the rock wall and his repeated
2 inability to provide a necessary city manager report, I
3 question his readiness for this level of responsibility.
4 Dr. Adediran's repeated failure to fulfill his duties not
5 only impacts the functioning of the city but also erodes
6 the trust within the community. His lack of consistent
7 reporting and responsibility leaves the public, including
8 myself, wondering what is truly happening in College Park.
9 If he cannot be relied upon to deliver regular updates,
10 how can we trust him to handle larger, more complex city
11 matters? I sincerely urge the Council to consider the
12 amount of trust placed in Dr. Adediran and hold him
13 accountable for his responsibilities. Our community
14 deserves transparency, professionalism and leadership of
15 its city officials and it's clear that Dr. Adediran's
16 current performance does not meet expectations. Thank you
17 for your attention to these concerns. I look forward to
18 seeing more accountability and communication moving
19 forward for the betterment of College Park. Sincerely,
20 Mose James Gabor".

21 COUNCILWOMAN MCKENZIE: I'm not responding to the
22 public comment.

23 MAYOR MOTLEY BROOM: We're still in the public
24 comment.

25 COUNCILWOMAN MCKENZIE: Oh, we're still in public

1 comment? Oh, okay. I thought that was it.

2 MAYOR MOTLEY BROOM: Okay. So, if anyone wishes to
3 say anything, they can approach at this time.

4 COUNCILWOMAN MCKENZIE: Just wanted clarification,
5 did we vote to update -- the email comments, are they
6 supposed to be to three minutes, limited three minutes, as
7 well?

8 CITY CLERK: I don't know.

9 COUNCILWOMAN MCKENZIE: Yeah. Because I believe that
10 everything -- all public comments are to be limited to
11 three minutes. I did not know that there was an extension
12 on public comments. It seems like those comments were more
13 than three minutes.

14 CITY CLERK: Okay. Next time, I'll make sure that I
15 run the timer for those. I can't do both on those but I
16 can try. Sorry, my apologies to the community and to the
17 Mayor and Council.

18 COUNCILWOMAN MCKENZIE: Doesn't have to do with teh
19 comments themselves but it's just being fair to all our
20 residents. If a person comes down here and speaks and
21 they're only getting three minutes then it should still be
22 the same -- six minutes would be limited to email
23 comments, up to three minutes per comment.

24 CITY CLERK: Agreed. I do apologize to the Mayor,
25 Council and to the community if I did go over the three

1 minute mark on any of the comments I read this evening.

2 7.

3 B.

4 CITY CLERK: The next item on the agenda is number 7,
5 formerly B. It is public hearing for the adoption of the
6 proposed millage rate for fiscal year 2025. This item is
7 requested by Karen Slaton-Dixon, interim director of
8 finance and accounting in collaboration with Dr. Emmanuel
9 Adediran.

10 MAYOR MOTLEY BROOM: All right. Is anybody here for
11 that? Anyone?

12 COUNCILMAN GAY: He's coming.

13 CITY CLERK: They're discussing.

14 MAYOR MOTLEY BROOM: All right. At this time I'll
15 declare public hearing open. If anyone wants to speak on
16 the proposed millage rate, they may do so at this time. At
17 this time, the public hearing is closed. All right.

18 8. Consent Agenda

19 CITY CLERK: The next item on the agenda is the
20 consent agenda. Would you like me to read the headings,
21 Madam Mayor? I do have a couple of additions.

22 MAYOR MOTLEY BROOM: You have additions?

23 CITY CLERK: With some dollar amounts on certain
24 items. If you'll pause in between, I can tell you the
25 amounts on the ones that are impacted.

1 MAYOR MOTLEY BROOM: Consideration of and action on a
2 request to move forward with East Coast Grading, Inc., to
3 perform the street resurfacing work on John Calvin
4 Northwest Drive, East Main Street, Winthrop Road, Mount
5 Vernon Way, under the Georgia Department of Transportation
6 2024 Local Maintenance and Improvement Grant Program in
7 the amount of \$316,400.63. Consideration of -- nope.
8 Action item to identify at risk youth in our city,
9 especially girls ages 8-18 and structured initiatives that
10 promote their safety and improve their quality of life and
11 that's \$30,000.

12 CITY CLERK: That's in the amount of \$35,000.

13 MAYOR MOTLEY BROOM: \$35,000.

14 CITY CLERK: Yes, ma'am.

15 MAYOR MOTLEY BROOM: Motion to approve equipping
16 previous approval of 15 new/replacement vehicles for the
17 Police Department in the amount of \$228,625.87.
18 Consideration of and action on a request for approval of
19 two invoices 2023-2024 Intergovernmental Agreement between
20 the City of College Park and Fulton County, Georgia, for
21 the provision of 800 MHz radio system access in the amount
22 of \$246,492.00. Consideration of and action on a request
23 to pay the invoice Sage. Gov. software for the following
24 areas: Code Enforcement, Inspections, Business License
25 Customer Service, Accounting in the amount \$84,410.00.

1 Consideration of and action on a request to approve KnowB4
2 Cyber Security training software. I think that's what, 80
3 something?

4 CITY CLERK: This is in the amount of \$24,639.18.

5 MAYOR MOTLEY BROOM: Consideration of and action on a
6 request to add two stop signs at Wally Park

7 Way and Frontage Road to turn that intersection from
8 a two-way stop to a four-way stop.

9 CITY CLERK: Those stop signs are in-house already.

10 MAYOR MOTLEY BROOM: Consideration of and action on a
11 request to Professional Financial Audit Service Provider -
12 Banks, Finley & White, Co.

13 CITY CLERK: In the amount of \$108,900.

14 MAYOR MOTLEY BROOM: Consideration of and action on a
15 request to host a seminar on "How to do Business with
16 College Park". Is there a cost with it?

17 CITY CLERK: I do not happen.

18 MAYOR MOTLEY BROOM: So by my total, we've got
19 approximately \$1,069,093.68. Is there a motion?

20 COUNCILMAN CARN: Motion.

21 MAYOR MOTLEY BROOM: Thank you, Councilman Carn. Is
22 there a second?

23 COUNCILMAN GAY: Second.

24 MAYOR MOTLEY BROOM: Thank you, Councilman Gay. Any
25 discussion? Hearing none we'll move to a vote. All those

1 in favor?

2 ALL COUNCIL MEMBERS: Aye.

3 MAYOR MOTLEY BROOM: That is unanimous.

4 9. Regular Business

5 CITY CLERK: The next item on the agenda is regular
6 business item number 9A. It's consideration of an action
7 on a special event permit for Providence Baptist Church to
8 hold a fall festival to be held October 12th, 2024 from
9 11:00 a.m. to 5:00 p.m. This is the request of the Deputy
10 City Clerk, Queenie Brown. This event will be held in ward
11 three.

12 MAYOR MOTLEY BROOM: Is there a motion?

13 COUNCILWOMAN ARNOLD: Motion.

14 MAYOR MOTLEY BROOM: Thank you, Council member
15 Arnold. Is there a second?

16 COUNCILWOMAN MCKENZIE: Second.

17 MAYOR MOTLEY BROOM: Thank you, Council member
18 McKenzie. Any discussion? Hearing none we'll move to a
19 vote. All those in favor?

20 ALL COUNCIL MEMBERS: Aye.

21 MAYOR MOTLEY BROOM: Thank you that is unanimous.

22 CITY CLERK: Item 9B, consideration of an action on a
23 special event permit for RBBY, Inc. to host the prostate
24 cancer awareness health fair on September 28th, 2024 from
25 7:30 a.m. to 12:30 p.m. at 1745 Phoenix Boulevard. This is

1 at the request of Deputy City Clerk, Queenie Brown. The
2 event will be held in ward three.

3 MAYOR MOTLEY BROOM: Is there a motion?

4 COUNCILWOMAN MCKENZIE: So moved.

5 MAYOR MOTLEY BROOM: Thank you Council member Arnold.
6 Is there a second?

7 COUNCILMAN CARN: Second.

8 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
9 Any discussion? Hearing none we'll move forward to a vote.
10 All those in favor?

11 ALL COUNCIL MEMBERS: Aye.

12 MAYOR MOTLEY BROOM: Thank you, that is unanimous.

13 CITY CLERK: Consideration of an action for the City
14 of College Park/GMCC Department with Helping Hands Holiday
15 Dinner, a private 501 (C3) non-profit organization. The
16 City is asked to provide complimentary banquet space, with
17 a comp value \$30,000.00, use of specified venue equipment
18 and set-up of the event space for the 2024 Dinner event.
19 This event is in Ward 2. This request is made by Yanou
20 Barner, Interim Executive Director.

21 MAYOR MOTLEY BROOM: Is there a motion?

22 COUNCILMAN GAY: Motion.

23 MAYOR MOTLEY BROOM: Is there a second?

24 COUNCILWOMAN MCKENZIE: Second.

25 MAYOR MOTLEY BROOM: Thank you, Council member

1 McKenzie. All right, any discussion?

2 COUNCILMAN GAY: Now, this is a city sponsored event.

3 MAYOR MOTLEY BROOM: It says a comp value so we're
4 comping \$30,000.

5 COUNCILMAN GAY: Despite the use of that word comp, I
6 understand it to be a city sponsored event much like other
7 events that the City of College Park puts on that you guys
8 see and other city facilities.

9 MAYOR MOTLEY BROOM: Okay. Any further discussion?

10 COUNCILMAN GAY: I have a comment. Anybody who is on
11 the consent agenda who wishes to leave, may do so at this
12 time.

13 MAYOR MOTLEY BROOM: Council member, Arnold?

14 COUNCILWOMAN ARNOLD: If there's a problem with the
15 language, can we adjust so that it doesn't --

16 COUNCILMAN GAY: You could, Councilwoman and to my
17 mind that's not --

18 COUNCILWOMAN ARNOLD: Okay.

19 MAYOR MOTLEY BROOM: All right. All those in favor?

20 ALL COUNCIL MEMBERS: Aye.

21 MAYOR MOTLEY BROOM: All right. That's unanimous.

22 CITY CLERK: Item 9D, consideration of and action on
23 a request to a text amendment to prohibit vape shops in
24 select districts in the City; and as a use requiring a
25 Conditional Use Permit in two districts (C2 and BP) in the

1 City. This applies to all wards.

2 MAYOR MOTLEY BROOM: Is there a motion?

3 COUNCILMAN GAY: Motion.

4 MAYOR MOTLEY BROOM: Thank you Council member, Carn.
5 Is there a second?

6 COUNCILMAN GAY: Second.

7 MAYOR MOTLEY BROOM: Thank you, Council member Gay.
8 Any discussion? Hearing none we move to a vote. All those
9 in favor?

10 ALL COUNCIL MEMBERS: Aye.

11 MAYOR MOTLEY BROOM: That is unanimous.

12 CITY CLERK: 9E, consideration of and action on a
13 request to amend Appendix A, Article 9 (Sign Standards) in
14 the City's Code of Ordinances. This item is requested by
15 the City Planner. It applies to all wards.

16 MAYOR MOTLEY BROOM: Is there a motion?

17 COUNCILMAN GAY: Motion.

18 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
19 Is there a second?

20 COUNCILWOMAN MCKENZIE: Second.

21 MAYOR MOTLEY BROOM: Thank you, Council member
22 McKenzie. Any discussion? Hearing none we move to a vote.
23 All those in favor?

24 ALL COUNCIL MEMBERS: Aye.

25 MAYOR MOTLEY BROOM: All right. Thank you. That is

1 unanimous.

2 CITY CLERK: Item 9F, Motion to adopt Finding the
3 Flint Headwaters Nature Preserve funding resolution for
4 submission to the Department of Natural Resources' 2024
5 Georgia Outdoor Stewardship Program Grant.

6 MAYOR MOTLEY BROOM: Is there a motion?

7 COUNCILWOMAN MCKENZIE: So moved.

8 MAYOR MOTLEY BROOM: Thank you Council member
9 McKenzie. Is there a second?

10 COUNCILMAN CARN: Second.

11 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
12 Any discussion? Hearing none we'll move to a vote. All
13 those in favor?

14 ALL COUNCIL MEMBERS: Aye.

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

16 CITY CLERK: Item 9G, formerly H, is consideration of
17 and action on a request for approval to extend contract to
18 September 30, 2024 for Rose Stewart and approve additional
19 estimated expenses. This request is from the Interim City
20 Manager Dr. Emmanuel Adediran. This is not a budgeted
21 item.

22 MAYOR MOTLEY BROOM: Is there a motion?

23 COUNCILMAN CARN: Motion.

24 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
25 Is there a second?

1 COUNCILWOMAN MCKENZIE: Second.

2 MAYOR MOTLEY BROOM: Thank you, Council member
3 McKenzie. Any discussion? Hearing none we move to a vote.
4 All those in favor?

5 ALL COUNCIL MEMBERS: Aye.

6 MAYOR MOTLEY BROOM: That is unanimous.

7 CITY CLERK: New Item 9H is the appointment of ward 2
8 Main Street representative. The name I have been given is
9 Julian Reasonover.

10 MAYOR MOTLEY BROOM: Is there a motion?

11 COUNCILMAN CARN: Motion.

12 MAYOR MOTLEY BROOM: Thank you, Council member Carn.
13 Is there a second?

14 COUNCILWOMAN ARNOLD: Second.

15 MAYOR MOTLEY BROOM: Thank you, Council member
16 Arnold. Any discussion. Hearing none we move to a vote.
17 All those in favor?

18 ALL COUNCIL MEMBERS: Aye.

19 MAYOR MOTLEY BROOM: Any opposed? Any abstentions?

20 COUNCILWOMAN MCKENZIE: Aye.

21 MAYOR MOTLEY BROOM: Thank you, Council member
22 McKenzie. It passed with Council members Carn, Arnold and
23 Gay in favor. Council member McKenzie abstains.

24 10. City Attorney's Report

25 CITY CLERK: The next item on the agenda is the City

1 Attorney's report.

2 CITY ATTORNEY: No report this evening.

3 11. City Manager's Report

4 CITY CLERK: The next report is the city Manager's
5 report.

6 CITY MANAGER: No report.

7 12. Report of Mayor and Council

8 CITY CLERK: The next item on the agenda is the
9 report of the Mayor and Council.

10 MAYOR MOTLEY BROOM: As always, it's always -- we
11 always have -- I'm thankful we have some time in between
12 our weeks when we are not meeting but I had the
13 opportunity to join the Metro Atlanta Mayor's Association
14 today and participate in a discussion on the evolution of
15 AI and what it means to cities and how we can employ some
16 of this technology to help improve our service to our
17 community, including using things like road assessments
18 and -- in an objective way so that we are looking to make
19 sure that we are hitting those areas that may not
20 necessarily be on someone's radar and may be in very dire
21 need of attention and that we are doing that in a way that
22 equitable and takes into account the condition of our
23 roads instead of eye balling it from folks who may or may
24 not be experts in the field. Just one example of the
25 discussion that we had today. I want to thank the Georgia

1 Municipal Association, Mayor Fitzwilliams who is the head
2 of the Metro Atlanta Mayor's Association and all the
3 Mayors who participated in that discussion. It was a great
4 time and went right over to WADE, the local NPR affiliate
5 and had a conversation with Mayor Holiday Ingraham from
6 East Point and Mayor Sartor from Jonesboro about some of
7 the very exciting things that are happening in 2024 in
8 regard to leadership and black women and what it means on
9 a local scale and what it means on a national scale and
10 that should be coming out soon. So, it was a fruitful
11 conversation and I was glad to participate. A couple weeks
12 ago, I had the opportunity to go to Braselton and share
13 with the Component -- the County Counterpart, excuse me,
14 of the Georgia Municipal Association. We had a joint
15 meeting, GMA and ACCG to our Legislative Policy Councils
16 met. As the first Vice President of the Georgia Municipal
17 Policy Association, I'm also Chair of the Legislative
18 Policy Council and so when the legislative session kicks
19 off in January, we will be meeting every single Monday
20 morning to keep track of the bills that are going on and
21 that are getting used in the legislature because a lot of
22 those have impact on cities. So, sometimes GMA and ACCG
23 are not always friends under the gold dome but we are
24 trying to change that and find the areas of commonality in
25 which we can move forward together on bills that will

1 impact both cities and counties. So, we had a in depth
2 discussion about the local option sales tax because this
3 time a couple years ago when we were going through the
4 process and trying to work with the county, our experience
5 with Clayton County was a breeze. Our experience with
6 Fulton County was very different and we had some
7 challenges. So, we want to make sure that when it comes up
8 again, after the next census that the process itself is
9 easier for all parties involved. And the legislature is
10 going to take a look at that again to try to see if there
11 is a path forward that works for cities and counties alike
12 because frankly, I don't think that they want to get into
13 the weeds with it. I think it's really more of an
14 opportunity for cities and counties to be able to craft a
15 solution that works best for the most number of people. We
16 also talked about house bill 581 and that's a very, very
17 important bill that voters will have an opportunity to
18 weigh in on in November. And it is expected to pass
19 handily because it essentially freezes property values.
20 Well, it does not allow the county to raise property
21 values more than essentially inflation adjusted. And
22 that's going to be a great savings for home owners while
23 they stay in their homes. Now, if they sell, it will go to
24 that market value and we're expecting that to pass and so
25 we had a really robust discussion between our

1 organizations about what that means for both cities and
2 counties. And how we can best message that to our
3 residents. There is going to be a number of seminars about
4 it. GMA is actually doing one that's going to be recorded
5 so people can learn a little bit more about it because
6 it's a very, very important bill that will change the
7 landscape in terms of taxation in the entire state. So,
8 also had the opportunity to participate in National League
9 of Cities Local Infrastructure Public Boot Camp. It is a
10 multiple week process where we learn how to get more
11 Federal money because there's a lot of it out there and we
12 want to make sure that we are getting our fair share in
13 College Park because if we're not getting it, someone else
14 is getting it. So, we want to be prepared for making sure
15 that we've got projects ready and that we have
16 applications that are going to be attractive to the folks
17 who are evaluating that. So, this Local Infrastructure
18 Public Boot Camp gives us the tools to do that. We had our
19 former director of airport affairs, Brecca Carter,
20 participate in it since she's no longer with us because
21 the position was eliminated. I thought it was really
22 important for us to have someone who could understand what
23 the Fed's are looking for as we see the opportunities
24 within our community. So, we're looking forward to being
25 abreast of the time at the Local Infrastructure Public

1 Boot Camp and I think that's about all I've got. Council
2 member McKenzie?

3 COUNCILWOMAN MCKENZIE: Thank you Mayor and good
4 evening everyone. So good to see you all this evening and
5 those of you that are watching via Facebook and through
6 YouTube. Excited that this month is National Hispanic
7 Heritage Month and looking forward to see what activities
8 we will be hosting here as a city. But Aside from it being
9 Hispanic Heritage Month it is also National Suicide
10 Prevention Month. And in honor of mental health which is
11 really an issue for so many. And I think that during the
12 COVID pandemic we found that we have even more mental
13 health challenges. We will be holding a specific suicide,
14 or I should say a mental health community forum with a
15 distinguished panel of mental health providers on
16 September 28th from 2:00 to 4:00 at the public safety
17 building. There will be advertising on the website as well
18 as our Facebook and all social media. We want to encourage
19 you to get people to come out but it will also be on TV
20 channel 23. We want to really give this message that life
21 is worth living and suicide is a permanent solution to a
22 temporary situation. Last week I had the opportunity to
23 be a part of the food giveaway at Faber House which is an
24 amazing organization in our community continues to give
25 back to our citizens and the beautiful thing that I love

1 about when we participate in those we see all kinds of
2 people that are coming to get food. They're riding in
3 anything from a Toyota, you know, a 1990 Toyota to a 2021
4 Range Rover. So we realized that food insecurity is an
5 issue for so many of the persons that live in our
6 community. I was happy to serve with Commissioner of
7 Natalie Hall. Also during that time, I was able to go and
8 actually seize some amazing-- I'd love to use that word,
9 amazing-- but work that's being done in our community by
10 by the Legacy of Gordon Ministries, they have actually
11 purchased the apartment complexes that's behind the
12 Chevron on Main Street, and they are renovating those
13 apartments. And I mean, those apartments have granite
14 countertops, stainless steel, they're beautiful inside.
15 The restrooms have marble, you know, with the stone walls
16 I mean, it's just beautiful. And they are offering these
17 apartments to persons at a very affordable rate, because
18 one of the goals is that they want to be able to have our
19 staff that work for the city be able to afford to live in
20 the city. So shout out to Pastor Adrian and his
21 congregation for coming to our community and making a
22 difference. It's been a wonderful first two weeks of
23 September We had the soft launch of the Empowerment Zone
24 which is a contract that -- and I want to thank my
25 colleagues here on council, who unanimously voted to award

1 this contract to Emergent Educational Solutions, maybe
2 saying their name incorrect, but it's an organization that
3 has been working in our community for years with our young
4 people. And they have they will be starting, I think
5 they'll be launching their program actually on October 1st
6 and they already have, I see you shaking your head Mr.
7 Anderson, you're involved in that. They have identified
8 youth in our community and from what I've seen it's going
9 to be several more and we are just grateful to have
10 entrepreneurs that want to work with our community. Also
11 on this past Saturday I had the opportunity to speak for
12 the South Metro Democratic Women's council. They had their
13 10th Anniversary. Eleanor Cornelius, who's my former
14 colleague from the (inaudible) board. She served as our
15 president on (inaudible) for about three years. Eleanor is
16 the president here now, and I was asked to speak, and I
17 want to thank my colleague Councilwoman Tracy Arnold, for
18 being there with us. She introduced me, and it was a
19 wonderful, wonderful time that we had with the women
20 there. I also that same day, attended and spoke at a
21 symposium that was hosted by Project Torchlight to address
22 issues that our youth are facing and how we can better
23 reach them. A lot of the crime that we have committed in
24 our city, specifically when it comes to breaking in cars
25 or taking stealing cars, are happening with young

1 teenagers and we've got to find a way to get to them
2 before the system gets to them. On the same evening, which
3 is this past Saturday, we held our first family movie
4 night at the city auditorium at 6 p .m. and we had over
5 104 -- I know I have 104 names written down, so I'm
6 thinking we probably had more than 104 persons from the
7 community came out. It was exciting. We had fathers with
8 their children. We had mothers and fathers. We had every
9 ethnicity that College Park has. It was a diverse group.
10 And one full time, it was so great that some of the
11 children when they left, they said, "Can we do this again
12 tomorrow?" I'm like, "I don't think so, but maybe next
13 month." So I want to thank Lance And Ryan Anderson, who
14 else did we have? Mr. Cook from Recreation. Thank you for
15 coming out on a Saturday and helping us to get going. I
16 want to thank the Grantville Firm. Once again, the
17 Grantville Group comes through and they took care of all
18 the food. And we had lots and lots of food. We had too
19 much food, too many sweets. Next time we're going to cut
20 down all the sweets. But, And then I want to thank the
21 Dream Team. The Dream Team, Mr. Anderson, Mr. Anderson,
22 did all the cooking for us. And Pamela Greer, she wrote
23 registration down and made sure that everybody felt
24 awesome, like they were cared for, were on a hospitable
25 journey that we're on together. And last but not least, I

1 want to thank our City of College Park Police Department.
2 We had Officer Forge and Officer Ellis, and they were
3 there. They brought the popcorn machine. And what I love
4 about our police officers, they don't just come and stand
5 around. They help. And so we want to thank you for your
6 help. Today, I attended the Governor's Tourism Conference
7 with Explorer Georgia which was held in Atlanta again
8 tomorrow, which I won't be able to attend that day. But my
9 focus today, as I attended those classes, was how we can
10 incorporate AI. I'm glad to hear the Mayor mentioned that
11 that's what she was doing as well. AI is, we don't want
12 to miss that. And so how we can incorporate AI into our
13 city marketing and our branding and everything that we're
14 going to be doing moving forward in our community. Also, I
15 was looking into creative entrepreneurship. I hear that,
16 in fact, Councilman Carn, I'm joining him with how to do
17 business in the City College Park. We'll be kicking that
18 off. I'll let him talk more about that. But that's going
19 to happen in October. We want to encourage entrepreneurs
20 to come to our city. And in my ward alone, I'm just amazed
21 at all the business owners that we have. We want to
22 present opportunities for those business owners that live
23 in this city to do business with this city and to be able
24 to grow and to thrive in the city where they live. Also
25 attended class for diverse storytelling and branding as I

1 already mentioned. Tomorrow is IT Professionals Day and
2 I'm going to shout out to Mr. Mike Hicks And his team and
3 our IT team. We have the best IT team in the whole entire
4 state of Georgia. And not only do we have an amazing team,
5 we have our all star of the month. It's none other than
6 Ms. Connicka and she's our IT database analyst. So not
7 only in this month do we have IT professionals' day but we
8 also in this month are celebrating our all -star of the
9 month at this time. Thank you Mike for all that you and
10 your team do. All right, tomorrow I continue, I know I
11 got a lot of stuff because we're doing a lot of stuff.
12 Tomorrow I will continue the Regional Leadership Institute
13 with the Atlanta Regional Commission. This will be I think
14 my third class, and then on Wednesday, we continue as an
15 all-day class. I'm with 57 leaders that come from 11
16 different municipalities in the state of Georgia, or
17 counties actually, in the state of Georgia. And this has
18 been a phenomenal experience, the bonding, the networking
19 the sharing of information. And I'm excited about bringing
20 all that right back here to our city. Last but not least,
21 in my report tonight I want you to know that we're moving
22 forward with sidewalks on Fairway and so in the next few
23 weeks we plan to break the ground up and and get
24 everything done so that we can have sidewalks going from
25 Oxford Walk all the way to Washington Road and then later

1 in the year people look at being able to, they may have to
2 be in the next budget cycle, but being able to also have
3 sidewalks so that you can walk from Washington Road up to
4 Rugby. But I want to let everybody, and I should well know
5 we're getting ready to get it done. Also, these last two
6 weeks we've been working again with Michael Hicks and I
7 want to Denar is somewhere here, thank you Denar, thank
8 you so much and all of our Public Works. I'm going to miss
9 those -- the names. We have been busy working on the Brady
10 Trail and we have now determined areas where we're going
11 to have safety cameras, not only security cameras rather,
12 but lighting. Oh, you Richardson has become a part of this
13 as well. Thank you Mr. Richardson and your team, but we
14 want to make that so that we can really enjoy the green
15 spaces that we have, and especially I'm proud to be able
16 to offer that to our Community, so we put money into the
17 budget. We also, will be working with Public Works they've
18 already identified we've got that expensive piece of
19 equipment that we approved at the last meeting is going to
20 allow us to remove the kudzu, so that you know, what
21 happens with that kudzu, you're going to have snakes and
22 all other kinds of things. So we want to make it safer for
23 us in every single way. So the Brady Trail, many of you
24 have noticed that the asphalt art that we have on the
25 street, Main Street, as you drive up Main Street, and then

1 also further up Main Street, you will see that we have
2 painted the Virginia Avenue Bridge. And I want to thank
3 John Duke for that for this participation in that. And
4 we're looking at even more beautiful artwork in the city.
5 Also, we have been working on green space beautification
6 on the city hall lawn. And so I met with the public works
7 team today. And I'm not going to tell you everything. You
8 have to watch -- keep on watching our -- the 111 website
9 and see some of the other things that we're doing. Also,
10 met with the Interim City Manager today to discuss the
11 moving forward with our employee quiet space. We will be
12 putting our first employee quiet space right here in City
13 Hall. We already have the massage chairs, but we want to
14 make it beautiful. We want to make it a place where our
15 employees can come in and really feel the solace. So
16 hopefully within the next two to three weeks, we'll be
17 able to roll that out right here for our employees because
18 every single employee in the City of College Park is
19 appreciated. And we want you to know that we care about
20 you and we provide you with space because it gets kinda
21 difficult sometimes working here, but we love you and we
22 appreciate you. Last but not least, we are resurfacing and
23 painting the Barrett Park tennis courts. We've also
24 created a pickle ball there and I don't know, I haven't
25 driven to drive by yesterday so I don't know if we're

1 completed but we have been resurfacing that as well and we
2 will be resurfacing the track at (inaudible) and doing
3 some repairs at the Brady Center within the next four to
4 six weeks. That's all I have, I know it was a lot, but
5 love the city. Love you all. Came in here with a sleeve
6 rolled up, and I'm excited about the Participation of our
7 staff, our Interim City Manager, my colleagues because you
8 see the vision, you see the vision of a better a brighter
9 City of College Park where everyone can thrive. Thank you
10 so much.

11 MAYOR MOTLEY BROOM: Council member Carn?

12 COUNCILMAN CARN: All right. A few things. I attended
13 the funeral of one of our College Park citizens, Mr. Isaac
14 Henderson. His homecoming was in Montgomery, Alabama, I
15 drove down and several of the College Park residents who
16 did his attend as well. He was one of the directors of the
17 College Park Cares team and a really great guy, very
18 spiritual guy, I'd like to send blessings and condolences
19 to the Henderson family, His wife, Gloria, and his
20 stepchildren, as well as his mother, Ms. Mary, who I had
21 the pleasure of actually meeting for the first time

22 1:07:14

23 unfortunately, at the funeral. So it was a re
24 -represented for the city. He was born in Alabama, and
25 his home is in Alabama, but he had a home here in College

1 Park as well, so he will be missed. A couple of other
2 things, the Mayor mentioned the state outfits the GMA and
3 ACCG, NACO and NLC. I served as a member of all four as
4 commissioner as well as city Council member. Garnering
5 statewide consensus is very, very, very important in terms
6 of the and it goes forward or not, as well as on the
7 national level. And we've got to do our part. I think we
8 have been doing our part to add to the quality of life
9 here in College Park. I think we're doing well. We have
10 tightened our belts with this budget that we have partaken
11 on starting in July. Due to the fact that we did that and
12 managed the money, well, city management and finance, all
13 of the departments worked hard to make sure we had
14 probably the most dynamic budget that covered our
15 citizens, that covered our employees. Did we cover our
16 employees? We made sure that they had the raises. We made
17 sure that they had the increases that they needed. We
18 doubled the utility credits for folks that live in this
19 city that are employees to encourage them to come into
20 this city. Folks, there's no other city doing these
21 things. Not in this region. Not at the level that we're
22 doing them in and on and we're very proud of that. Today
23 we lowered your property taxes. I'm going to say that
24 again so that it's clear so that there's no
25 misunderstanding about mismanagement. Prior to the

1 contrary, we lowered our city millage rate while at the
2 same time investing millions upon millions of dollars in
3 community improvement projects. I'm going to say that
4 again at the same time we lowered your taxes we're
5 increasing public services for our residents and these
6 community improvement projects are concrete. Real projects
7 that you can see and you will see in our community. These
8 are community improvements that you can use in our
9 community and these are community improvements for the
10 first time that will improve our residents' quality of
11 life. Because up here, that is the name of the game. And
12 that's what we all strive to do as a team, not as
13 individuals, as council and mayor, city manager, City
14 attorney, and all of these departments that are working
15 hard to make sure your quality of life is better. So again
16 we have raised the quality of services in this city while
17 at the same time lowering your taxes and cost. Now anybody
18 don't like that don't like chicken or something. So we are
19 getting it done despite what you may hear. Despite what
20 the rumors are. This team is managing your dollars well,
21 and we are boxing your dollars well. And we're looking out
22 for our employees and making sure that they're covered
23 well. The how to do business in College Park event, it's
24 going to be a very big deal, bringing in some of our local
25 folks to have an opportunity to do business. Again,

1 they're local businesses in this region, and in this city
2 that have no idea that they can do business with the
3 government yeah a lot of folks did not know that. Some
4 folks think you have to have some kind of a government
5 license to do business with a government entity. Well, you
6 don't. There's some simple processes and steps that you
7 can take we will be moving that event up to I think y'all
8 did we say October 9th? October 9th. The 23rd is obviously
9 a little too short of a time to make sure we get the kind
10 of what up we need to bring in the business interest into
11 the city so we want to make sure that we cover that for
12 October 9th. Speaking of October, who knows what October
13 7th is? Anybody? Don't say it all at once. Well, I'm glad
14 you asked, because I'm going to tell you, October 7th is
15 the last day to register to vote if you want to vote in
16 the November elections, the presidential elections. I was
17 trained by Reverend Aberdeen Love in terms of voting and
18 the process. And I credit him with probably one of the
19 biggest reasons that I'm up here today. Voting, the word
20 vote, V-O-T-E, you told me that that was the visual
21 representation of your existence as far as government is
22 concerned. And that's real, that is real. You know, there
23 are two tiers of citizens a lot of people say. There's
24 your first tier of citizens, which are citizens Georgia
25 citizens. And then there's another tier, voters. That's

1 the tier we're looking for. City Manager, one of the
2 things that we have done over the years in the past is
3 done and pushed towards voter registration here at City
4 Hall. We've got 21 day until October 7th. What I'd like
5 to see is what we used to do in the past. And the reason
6 being so important is that if you look at the city of
7 College Park out of all the cities of the Fulton County,
8 we tend to have some of the lowest voter turnout of all
9 the cities. And that's not really acceptable. And it's
10 not necessarily specific reasons why that is not
11 acceptable, but one big reason is public policy. Public
12 policy. We talk about the national level, and working with
13 GMA and all those national organizations and our local
14 elected officials. Those state officials look at those
15 numbers when they figure out how to divide up the money.
16 And they look to see where the folks are voting. You may
17 ask the question, well, how's that pot divided up? Well,
18 there are different methods and different calculations,
19 but one factor is where are the voters? Does that make
20 sense? So if we're not voting, we're not going to get a
21 big enough piece of that pot. I hope you hear me. So we
22 want to pump our voter registration numbers. So when they
23 look at College Park's numbers, they're going to see this
24 is a voting community. That means more federal dollars
25 coming our way. That means more state dollars coming our

1 way. So City Manager, what we've done in the past is push
2 at the customer service counter. We will have voter
3 registration forms available. There's an electronic cue
4 scan for voter registration that you can use now for
5 technology. Folks, just so we're clear, we're talking
6 about Nonpartisan voter registration. We're not going for
7 any particular candidate or any particular party. It's
8 like my grandmother used to say, right wing or left wing
9 is the same chicken. You need to vote. You need to
10 participate. So we want to make sure everybody
11 participates, but I want to raise our numbers in College
12 Park. I think that's very important to everyone. I met
13 with Shannon James, Chairman of the (inaudible) regarding
14 some of our upcoming improvements. And the Councilwoman
15 McKenzie, he mentioned he would be in class with you --

16 COUNCILWOMAN MCKENZIE: Tomorrow and Wednesday.

17 COUNCILMAN CARN: So we're trying to work on our
18 fronts to make sure we're covering all the bases. A couple
19 other things Chief, our key scan control tags. I'm looking
20 very forward to the implementation and I want to sit down
21 with you to get an update. I want to see the individual
22 locations. I'm very concerned in regards to where they'll
23 be placed in. This is some groundbreaking tools that we
24 use in crime fighting and patrolling in City of College
25 Park. Folks, we're talking about hundreds of electronic

1 security tags, where our patrol methods will be enhanced
2 by hundreds of these tags that will be hit and identified
3 and checked day, night, on all police ships. We're talking
4 about upping the security in this community. We want a
5 safer community. We want to rid our community of this
6 crime. There'll be hundreds of these tags throughout the
7 city and we're going to make sure that we're covering
8 every base we can. We're doing some new things ladies and
9 gentlemen. We're doing new, innovative, ground-breaking
10 things. There's not cities city-wide in this county or
11 region that do that. So we're breaking ground and we are
12 working hard to get it done. But One other thing that I
13 want us to also look at, and I wanted to get y 'all's
14 consideration on this, taking a look at what's going on in
15 this city. Sometimes we're up here and we see the issues
16 that are on paper, but there's a reality out in the
17 streets and the blocks of College Park that we need to
18 consider as One of the things I'd suggest that we need to
19 do within the next 30 days or so is have an outing. And
20 this is what we call a mobile workshop, a mobile workshop
21 where council, Mayor, City Manager, Police Chief whoever
22 else, we get a sprinter van and we tour this city at night
23 on a Friday night or Saturday night, and we get a really
24 real world glance of everything that's going on out here
25 for a couple of hours to really get a fully realistic

1 assessment of what we may be missing up here, or what we
2 may not see sometimes that we're looking at, that our fire
3 department sees, that our code enforcement sees, that our
4 police department sees. Now, if we all do it as a group,
5 this would be considered a public meeting. We have to
6 advertise for it and publish for it. And the public is
7 invited, but this is what's called a mobile workshop. A
8 mobile workshop. Whereas if we're in the van, the public
9 obviously can't fit in the van. But they can follow us as
10 we go along, stop at different locations, get out of the
11 van, assess things and talk about what's going on and take
12 a look at what we're seeing. This is important stuff that
13 we need to do, and I'm sure some of us have done that
14 individually, but the important part of it and the
15 effectiveness comes when we do it collectively,
16 collectively as a team. We need everybody to see what's
17 going on in our city, not in the middle of the day. We
18 want to see what's going on at for time. So I want to
19 schedule that. I'd like to set that up if there's no
20 objections to it. I really think this is something that
21 would be seriously worthwhile to get a good look at what's
22 going on so that we have no excuse up here not to take
23 action and do at what's going on so that we have no excuse
24 up here not to take action and do the things we've got to
25 do. Sometimes you got to see it with your own eyes along

1 with your colleagues. That way there's no denial of what
2 actually is going on and no understanding of what's
3 happening and what we might need to do to double our
4 efforts to do better in this city. So I'd like to see that
5 happen if there's interest. City Manager, I'd like to see
6 if we can arrange that as soon as possible. But I want to
7 do it when, Chief, you really think we need to get a good
8 look at what's going on and that's Friday night at 10:00
9 p.m. to 12:00 a.m. So be it. I want us to get out there
10 and I want us to really see what's going on and assess it
11 and take a look at it on another perspective so That's all
12 I've got. I believe I want to make sure this is taken
13 care of. Yeah, I think that's it. Thank y 'all so much.

14 MAYOR MOTLEY BROOM: Thank you. Council member
15 Arnold?

16 COUNCILWOMAN ARNOLD: Thank you. Thank you Councilman
17 Carn for giving me that segway reference to what's
18 happening out on the streets.

19 COUNCILWOMAN MCKENZIE: Yes, ma'am.

20 COUNCILMAN CARN: Amen.

21 COUNCILWOMAN ARNOLD: Because you know, I think I
22 believe that we're doing extremely great work in the
23 community. There is a concern that I have, and I don't
24 think it's any secret to anyone. It's about the crime.

25 COUNCILWOMAN MCKENZIE: Yes, ma'am.

1 COUNCILWOMAN ARNOLD: You know, And someone said, his
2 name in a movie was called "The Terminator," that
3 governments' first duty and highest obligation is public
4 safety. And so, you know, on September 3rd, we sat here
5 and we met. And it hasn't been a full two weeks ago, when
6 I requested and urged this government body to take action
7 on funding additional security measures in our community
8 to keep our citizens safe. And that cost of that
9 unbudgeted need for community safety, I believe we heard,
10 that was approximately \$20,000. And within days, and I
11 mean days, a couple of days after the denial of us doing
12 that we had on September 5th, a citizen shot and killed.
13 The very next morning, we had another citizen shot and
14 injured. Then the morning after that, September 7th, we
15 had another individual shot and killed. And all of this
16 was on the Godby Road corridor. This past weekend we had
17 an individual to rob business to run through the College
18 Park Cemetery, to end up in my neighborhood. And thank
19 God that our trusted College Park police department was
20 there to catch this assailant. But still, my community and
21 my neighborhood the individuals who just had the home
22 invasion, just a few weeks ago, they are completely upset.
23 They are worried, they're concerned. They are pissed off
24 at us because they think that we don't, we don't want to
25 keep them safe. Later that same day, that was that same

1 day that we all went to go and join Anthony Edwards in the
2 basketball event at -- on Godby Road, there was a woman
3 stabbed on the South Hampton Road in those apartments
4 there and then -- then we turn around and this past Sunday
5 we have another woman that was shot. So the question is
6 what is it going to take? Is it going to take for one of
7 us on this dias to be injured, maimed, shot, killed before
8 we take safety seriously? Because, again, it wasn't even a
9 full two weeks before we had six incidents to happen. Five
10 on the Godby Road corridor and one on Virginia Avenue.
11 So, I'm going to bring it back up again, because at this
12 point I believe that we should have already identified
13 where we're going to get the funds to implement these
14 extra safety measures, simple cameras, tag readers to help
15 support our College Park Police Department --

16 POLICE CHIEF: Ma'am, I'm taking care of it.

17 COUNCILWOMAN ARNOLD: -- and turning these things
18 around. I'm also asking that we get a comprehensive
19 safety clinic, right? Because now, like I said, I'm
20 getting the phone calls at night from citizens. I have a
21 neighbor who has moved out of their home and moved out of
22 College Park afraid to come back because her home was
23 invaded. So hopefully we can have something no later than
24 October 7th. I support us going out at night. I'm out on
25 Godby Road, you know. I go get my hair braided on it, you

1 know, in the South Hampton Plaza there. I go over to the
2 (inaudible), so I'm there at night. I know when the lights
3 are on and when they're not. City ban should continue. I
4 see them in pictures. So yes, I support that 100%. That's
5 the only way that we're going to be able to see
6 collectively as a body and to be able to give the type of
7 feedback and demand the services that are needed Not just
8 for the people that live on the Godby Road corridor, but
9 for the entire but for the entire City. Because what we do
10 there needs to happen throughout the city of College Park.
11 Okay, now I'm off, I'm gonna get off of that. All I know
12 I'm saying one more thing, which is a statement that
13 someone said some time ago, which is when we prepare and
14 prevent, we do not have to repair and repent. So, now
15 it's a fun time. Over the past two weeks, I had the
16 opportunity to participate in some fun activities. I
17 mentioned the Anthony Edwards basketball event that was
18 held at the TWRC. It was an awesome event. We had a lot
19 of young people there. And they not only learned about
20 these -- they refined their basketball skills, but they
21 also learned how to apply those skills to everyday life,
22 which is always important to help young people to
23 understand the importance of working in teams, team
24 building, being able to communicate, being able to work
25 together to achieve a common goal. This past weekend I was

1 honored, as my colleague mentioned earlier, to introduce
2 Councilwoman Jamelle McKenzie as the guest speaker at the
3 10th anniversary for the South Metro Democratic Women's
4 Council. I also was joined by my sister and two of my
5 trusted best friends, lifelong friends. On top of that, I
6 was able to take that evening to then celebrate the 22nd
7 wedding anniversary of my best friend and my cousin, my
8 niece's birthday, and then another friend's birthday, it
9 was a weekend festivities. And then over the next two
10 weeks, we have a bunch of other celebrations that are
11 coming up and things that we're looking forward to, which
12 includes the grand opening the ribbon cutting over at Zupp
13 Park for the resurfacing of the tennis courts and the new
14 pickleball course that's opening on the 18th at 6:00 p.m.
15 On the 19th Five Strong Scholars will be hosting its
16 fourth annual golf tournament fundraiser and then on the
17 28th I will be holding hosting a end of summer celebration
18 at the and I'm looking forward to that. We have that event
19 is from noon until 4:00 p.m. And looking forward to that,
20 we have several different community supporters that are
21 helping us to put that event on. And I am not going to
22 name all of them, but I think we have about five or six
23 that have donated the food and other things that we'll
24 have and we will actually have a voter's registration
25 drive at that time as well for the community. That same

1 day, my church is hosting a dinner theater at East Point
2 First Mallalieu and that is from I think noon until six as
3 well. Go out and enjoy that if you don't want to come out
4 to the block party and then on October 5th I will host a
5 dinner and a movie for the seniors at the Princeton Courts
6 residence. And you know at the end of the day we have a
7 lot of great things that are going on at College Park and
8 I just named just a few of the things that are happening
9 at Ward 3. If you would like to look at all of the other
10 events that we're going on in Ward 3, please go to our
11 website which is cpward3.com, that is cp W-A-R-D, the
12 number 3.com and select the link that says "Latest News".
13 You'll be able to pull up the newsletter to see all of the
14 events that are happening, the times, locations, and I
15 look forward to seeing you there. Thank you.

16 MAYOR MOTLEY BROOM: Council member Gay?

17 COUNCILMAN GAY: Yes, ma'am. I'll be brief. There's a
18 couple things to say. I wanted to, since you brought crime
19 up, I want to touch on that just a little bit, because
20 fortunately Ward 4 has the record of the lowest crime
21 rate. So That being said, let's look at why we are the
22 lowest and y'all are the highest. One thing I do want to
23 emphasize is that when wrong men don't have no money on
24 them, they broke. They're tired. They're angry. They're
25 broken. Nothing we said tonight or any camera we're going

1 to put, anything we're going to do is going to trump
2 because there's a rap song that says, it says, "Scared
3 money don't make money." And that means essentially that
4 we're going to do what we need to do to take care of our
5 business. So I said all that to say this, the property
6 owners in my opinion need to be part of the solution
7 because it's hard for people to be safe and comfortable
8 when they are living, you know bad, living environments,
9 you're just not comfortable. So, we need to sit down with
10 Our property owners, and they're having a challenge to
11 turn a profit and provide a solution. So it's a complex
12 problem. I mean, there's no excuse for nobody killing or
13 hurting anyone, but it's a complex problem. You may need
14 -- I know you want to go home but you're just talking
15 about it's a complex problem. I do know that, and I
16 believe it's honestly that the Chief and her staff I think
17 they do an amazing job. They have the tools they need. We
18 just all got to come together collectively and we need to
19 also involve the residents. We need to listen to them as
20 Councilman Carn said, go out and we need to hear him. I
21 know (inaudible) and I spoke about an hour about what he
22 thought the crime issues were. Another thing I want to
23 say, and I don't know what we could do about this, but the
24 hotels alone, to me is your culprit. I mean, I know if I
25 was in the streets, I'd need somewhere to stay, I get it.

1 But if you add how much rent they'd pay per day, if there
2 was a way we could put them, they could be in another kind
3 of situation. But that brings crime to it, because I do
4 know that firsthand. I've unfortunately been in that
5 space, and it's just not a good space to be in so we as a
6 community all got to work collectively together and we're
7 doing. So thanks for bringing that for bringing that to
8 our -- Oh, you know, on another note, I'm honored, I mean,
9 more than honored to say that the City Manager, we need to
10 look at a memorandum of understanding, an MOU, for --
11 Councilman Carn, Camp Truitt. They -- Fulton County is
12 ready to take that task on. I understand that they're
13 inviting us to set up a memorandum of understanding so
14 they can present it to their commissions on allowing the
15 great city of College Park to lease that space for 50
16 years. And it could become what is known as a community
17 garden. It's more than just studying plants, but it'll be
18 recreation and tourism and environmental benefits,
19 conservation is just so, that's 20 acres that we're just
20 excited to develop. And I want to thank the power
21 department. We had three days of wind, we had a lot of
22 trees that fallen, and this is probably the only city, I
23 mean it probably is the only city where your power will
24 get restored in a couple of hours, and your trees removed
25 and even your power, they even help you put your own, and

1 that just don't happen. Cities just can't do that. They
2 don't have that. So for College Park to still, to provide
3 that kind of hands -on and have staff that dedicated to go
4 out there and do that kind of work, It's just amazing to
5 have that type of department. That's all I have there.

6 MAYOR MOTLEY BROOM: Thank you, sir.

7 13. Executive Session

8 MAYOR MOTLEY BROOM: Is there a reason to enter into
9 executive session?

10 COUNCILMAN CARN: Motion.

11 MAYOR MOTLEY BROOM: Thank you, Council member, Carn.
12 Is there a second?

13 COUNCILMAN GAY: We don't have an executive session.

14 COUNCILWOMAN MCKENZIE: When is the --

15 COUNCILMAN GAY: No, we don't have it.

16 MAYOR MOTLEY BROOM: Didn't you send an email? Saying
17 you had something to discuss in the executive session?

18 CITY ATTORNEY: The lawsuit that you are referencing,
19 Mayor, that was the subject of the email. It's new.
20 There's not a whole lot to say about it. To my mind,
21 there's no need to warrant an executive session if the
22 issue is that litigation.

23 14. Approval of Executive Session Minutes

24 15. Adjournment

25 MAYOR MOTLEY BROOM: Okay. Somebody said we were

1 going to talk about it in executive session. All right,
2 then. Seeing no further business, we are adjourned.

3 The meeting adjourned at 9:06 p.m.

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C E R T I F I C A T E

STATE OF GEORGIA)

COUNTY OF COWETA)

I hereby certify that the foregoing transcript was taken down,
as stated in the caption, and the proceedings were reduced to
typewriting under my direction and control.

I further certify that the transcript is a true and correct
record of the evidence given at the said proceedings.

I further certify that I am neither a relative or employee or
attorney or counsel to any of the parties, nor financially or
otherwise interested in this matter.

This the 3rd day of October, 2024.



EMILY DANIEL, CVR, CCR LICENSE NO. 8207

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

DOC ID: 11554

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Workshop Meeting minutes dated October 21, 2024

Prepared by American Court Reporting

Attachments

10.21.24 CP City Council Workshop (DOCX)

Prepared by: Queenie Brown
Department Director: Dr. Emmanuel Adediran, City Manager

Review:

City Manager's Office	Pending	
Queenie Brown	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 OCTOBER 21, 2024

5
 6 MINUTES
 7

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

12
 13 Absent: None

14
 15 Workshop Session was declared open at 6:04 p.m.

16 MAYOR MOTLEY BROOM: Good evening. Welcome to the Workshop Session of the Mayor
 17 and City Council of the City of College Park. I am Mayor Bianca Motley Broom. We have a
 18 quorum with present with Council Members McKenzie, Arnold, and Gay in person. I believe
 19 Councilman Carn will be joining us via phone. And so I'll call the workshop to order at 6:04
 20 p.m. The only item on the agenda is how's parking reform intersect with city revenue, affordable
 21 housing, and economic development. Councilmember McKenzie.

22 COUNCILWOMAN MCKENZIE: Yes. I'm going to ask John Duke if he'll come get us started,
 23 and he will introduce our presenter.

24 **1. Parking Reform**

25 MR. JOHN DUKE: All right. Thank you, Councilwoman McKenzie. I met Tony Jordan at the
 26 Strong Towns Conference in Charlotte, North Carolina in May of 2023. And he's -- Tony -- with
 27 his organization called Parking Reform Network and Strong Towns, they're doing a lot of the --
 28 in the weeds, really hard lifting work to really address some of the major problems that we face
 29 all across America, not just College Park.

30 And so Tony is here to present, you know, some ideas and things that address things like
 31 affordable housing and economic development, and today he was quoted in the North New York
 32 Times. So there's an article dealing with trying to increase housing in Brooklyn, and there was a
 33 parking issue dealing with it, and he -- he was quoted in it. But anyway, with that, I will let him
 34 have the show. Thank you.

35 MR. TONY JORDAN: Hello. Thank you so much for having me here. Thank you for inviting
 36 me. I'm happy to come talk to you. As mentioned, my name is Tony Jordan. I'm the president of
 37 an organization called The Parking Reform Network. We're a non-profit organization. I live in
 38 Portland, Oregon, and I'm going to talk to you about parking.

39 A little warning: 15 years ago, I didn't know anything about this. I was not a planner. I read a
40 book -- 700-page book about parking policy, and it blew my mind. I never saw things the same
41 way again. So if I do my job well, you, unfortunately, will not see things the same way again
42 either. If you're familiar with the movie, "They Live," you put on these glasses and see the world
43 quite differently.

44 Parking spaces are expensive. They take up a lot of space, so when I look around and see an
45 empty parking lot, I see dollar signs. I see the ghosts of what was in these places before, and I
46 see the promise of what could be in them in the future. I mentioned briefly we're a non-profit
47 organization. We're an organization with about 800 members around the country. We're five
48 years old.

49 Our members are academics, policy makers, practitioners, activists, folks in all walks of life; and
50 we really are focused on just helping people to understand this policy and sharing best case --
51 best practices solutions from around the country.

52 We're here to talk about the parking problem, which often would be considered to be the -- not
53 having a place to park exactly where you want, and that's actually not the problem that I see and
54 that we're increasingly becoming aware of.

55 The parking problem in the United States is -- actually, we have probably too much. People ask
56 me often how many parking spaces there are in the United States, and the answer is too many to
57 count.

58 It's at least three or four parking spaces per car, and that's a lot of vehicles in the United States.
59 So the overbuilding of parking in the United States over the last 70 years has led to unaffordable
60 housing, inefficient transit, sprawl, economic -- environmental problems, and economic strain on
61 cities.

62 This starts with something called parking mandates. Parking mandates are -- or parking
63 requirements -- minimum parking requirements, parking standards are a section in almost every
64 zoning code in the United States that dictate a specific amount of parking that needs to be
65 provided for any new business or building that's built.

66 An example of this might be a bowling alley. If you want to build a bowling alley in a number of
67 cities in Fulton County, you can see here that it may range from Roswell, two per lane; four per
68 lane in Riverdale, five per lane in Milton, seven in Forest Park, eight in Palmetto.

69 In College Park, you actually have two specific parking mandates for bowling alleys, seven per
70 lane and eight per lane. In the city would be about ten, and no one's really building bowling
71 alleys anymore.

72 But this goes to show just, like, what could be the difference between a bowler in Roswell or a
73 bowler in Palmetto or College Park that would require three times the amount of parking to be

74 provided for a simple use like a bowling alley. These mandates seem arbitrary, and they almost
75 seem like they could be made from, you know, an astrologer picking from the stars or someone
76 throwing darts at a dartboard, and it's not far from the truth.

77 This is a Planning Advisory Service from 1954. It shows that architects and developers in this --
78 at the time these mandates were going into effect, we're simply guessing, and they admit in this
79 slide here, they would just guess the number of stalls and either it was too many or not enough.

80 This is in the fifties before these mandates existed. Unfortunately, these mandates would get
81 wrote -- they would get written into the zoning code, and they're often quite ridiculous. I point
82 out bowling alleys.

83 We got things like haunted houses in Gilbert, Arizona, one per a hundred square feet; cemetery in
84 Carver, Massachusetts, one per eight occupants. That's people buried in the cemetery. I'm not
85 just picking on College Park here, but there's -- there's plenty to look at.

86 A city down -- another city in Georgia -- small city: Woodbury, Georgia, has very specific
87 parking mandates: .72 per employee at a hospital or .26 per student at a high school.

88 This small town, which I've never been to, but I've looked at it on Google Maps. No one's flying
89 a helicopter there. It has two separate land-use categories with specific parking requirements for
90 helicopters, a heliport, and a helistop, and hell if I know what the difference is.

91 It's funny in a way, but it's really not a laughing matter because these parking mandates are like
92 the DNA -- the zoning codes are the DNA of the city, and these are one part of them.

93 So with the excess parking required, you can't go places that are traditional in -- in scope for
94 humans. You can't build walkable places anymore. We have places that are theoretically easy to
95 get to if you drive, but oftentimes not pleasant places to be because they're hot, they're spread
96 out, and they're -- there's traffic on the way.

97 So some of the issues with this -- what -- how it really impacts us. The first is cost. Parking is
98 very expensive. A service parking stall costs in the thousands of dollars. This doesn't include
99 land costs. This is just the construction, so five to seven thousand dollars for a service spot; a
100 structured spot: thirty, forty, fifty thousand dollars.

101 It really is locally dependent. But these are -- these are prices that you will find, and 30 is about
102 as low as it will go, and going below ground is 50 to 100 percent more usually than building
103 above ground. These are real costs that cause real impacts.

104 This is an example from Stanford, Connecticut where they built a park-and-ride station for about
105 a thousand -- about 900 cars that cost \$90 million, \$88,000 per car for a commuter park and --
106 park-and-ride.

107 In the same town, there's a Franklin Apartments that is a permanently, deeply affordable housing
108 complex that houses about 120 people. So for the -- for less than the price that you can let a -- in
109 this case, Stanford, Connecticut, well -- probably wealthy commuter park their car and commute
110 to New York, you can actually build a home for someone, and this is a choice we make regularly.

111 Here in town, you have -- I walked by -- John showed me the Ion Arts Apartments. I looked up
112 what these costs to purchase and there's two -- there's apartments listed on the second and third
113 floors, so there is a little bit difference where they are.

114 But the only difference between this one apartment and -- between purchasing the apartment at
115 \$108,000 versus \$212,000 that I could find is that the one that's \$212,000 comes with a dedicated
116 parking space, and that's not even a structured parking space. That's like a permanent space.

117 I -- as I assume that the cost difference there -- a little bit of it could be from being on the third
118 floor, but probably not paying \$31,000 for being on the third floor. The space of these is -- is
119 dramatic. Quite often the limiting factor in how much housing's built on a site is not the zoning
120 for the housing.

121 It's how much parking you can fit. A parking space takes about three to four hundred square feet
122 when you include aisles. So we look at how this spreads out human scale versus automobile
123 scale.

124 This is a -- a Bole restaurant on Virginia Avenue, I believe, compared to the Captain D's chicken
125 restaurant. You can see the difference in scale of, you know, how much smaller that the -- the
126 chicken restaurant is and how much more parking there is, and -- and the Bole restaurant is
127 oriented on the street. So a lot of times the -- the way that we go when we have parking
128 mandates makes it so that it's not attractive to anyone walking.

129 It's actually -- you have to walk across this hot parking lot, which is increasingly a problem.
130 Pedestrian oriented versus auto oriented. So this is, you know, Main Street here -- two parts of
131 Main Street, but if you just think, those are just scale.

132 Both these photos are exactly the same scale. So if you look at the number of businesses and
133 homes in the photo on my left -- I think your left as well -- compared to the one on the right,
134 you've got two businesses.

135 One is large. It's a -- a grocery store. Two businesses and two homes versus, you know, about --
136 I think it's eight or nine, maybe ten businesses and a number of homes. So just thinking about
137 how these mandates and the space impact what you can build and how orients hurt people.

138 Just a -- you know, a common parking requirement -- College Park's is a little less, but one and a
139 half to two parking spaces per apartment is roughly the size of a -- you know, fairly good size
140 apartment that people might -- you know, that -- that even one that a person with a child could
141 live in.

142 The -- the -- a lot of times the -- the cost is important, but also if you think about it, you're losing
143 the space. I looked up the census records for renter households in College Park. This is one of
144 the highest ones I've seen around the country.

145 It's usually around 60 percent of renter households on one or fewer cars; and here in College
146 Park, as you could see, it's close to 80 percent of renter households actually only own one car,
147 and -- or -- you know, or less, so almost 25 percent of renter households don't own a car in this
148 community.

149 This could be a single parent, so if you're requiring more than one parking space or even one
150 parking space, you might be causing burden.

151 When I talk about those costs, I should mention if a parking space costs \$30,000 to build, that's
152 going to add about \$300 a month to the rent that someone's got to pay for that space, whether
153 they want or need that -- that space or not. Just another example that was pointed out to me by
154 John.

155 You know, you have the Diamond College Park Apartments, which many of them are affordable
156 replacing a parking -- parking lot. If you had onsite parking requirements for this building, it's
157 probably unlikely that it would have been built, I would guess.

158 Just as a -- I want to -- I know that often when we talk about people who are not driving or don't
159 have cars, there are concerns about equity concerns or mobility concerns, and those are valid and
160 important concerns.

161 This is a book by someone named Anna Letitia Zivarts that came out earlier this year. Anna is a
162 person with an astigma. She can't drive, and she lives in -- in Washington state in a rural area and
163 wrote this whole book that has stories about people who -- about 30 percent of the United States'
164 population at any given time, including children and elderly people, don't have access to a
165 vehicle.

166 So people are living in communities everywhere that don't have access to cars, and they don't
167 have access to the types of homes or commercial areas that -- and businesses that might serve
168 their needs.

169 Over the years, these -- these parking mandates have led to so much parking in our cities. My
170 organization has done surveys of downtown areas showing how much of them are taken up by
171 parking lots or parking garages, and it's like 20 to 30 percent in most cities; Atlanta, 25 percent.

172 And this is often a best-case scenario. If you look -- we'll look at a slide in a second -- but if you
173 look at an area that was built in old downtown, it actually has a lot less parking than any new
174 commercial areas that might be built. On the top, these are kind of small, but this is, you know,
175 downtown College Park on the right, the Main Street showing, you know, a number of businesses
176 versus one of the areas by the Old National Mall, I believe it's called, a little south, and -- and

177 you can just see how much less dense and how much more pressed apart these businesses are
 178 based on, kind of, when they were built and the lot that the -- it's likely due to when those
 179 businesses were built in the lower slide.

180 The mandates for -- one for every hundred -- one parking space for every hundred square feet for
 181 a restaurant, for example, were in place. The next slide just does show -- it's hard to see -- but it
 182 does show a number of dots.

183 It's not perfect, but you can, kind of, see the business density compared in the one slide, the one
 184 below. Again, those are scale as well as the same size, so you just have a lot more businesses
 185 possible in an area that are closer together without the -- built without the parking mandates.

186 This is an issue for every -- almost every city needs more revenue or has revenue costs
 187 infrastructure required. Roads, power, water is the same whether it's serving a parking lot or a
 188 home, and so lower density development is fine, but it's got to be recognized that the tax revenue
 189 per acre for very low density commercial or low density housing is usually far lower than higher
 190 density.

191 And it's not to say that your entire city needs to be higher density, but recognizing that this can be
 192 very good for providing services and infrastructure for a community is to allow, when possible,
 193 for some densification.

194 Finally, there's environmental impacts, of course, climate impacts. GHG's transportation is one
 195 of the largest contributors, but also increasingly water runoff, water quality from water runoff,
 196 urban heating is a big problem, and just light pollution, actually, as well.

197 So there's a number of environmental reasons to pursue these reforms. So quickly sum up on this
 198 part. You know, we have a lot of common goals around the country reducing traffic congestion,
 199 increasing, you know, active mode shares, increasing housing availability, clean air, water,
 200 economic vitality, and if you're requiring a lot of parking, it's a barrier to almost all of these
 201 parking causes.

202 The existing traffic is supported by the parking you have and building for cars diverts money you
 203 could spend on transit or other modes. More parking and less housing. Transportation is for all
 204 regular GHG contributors, and parking edits can be a major barrier to business entry for
 205 commuters and a pretty poor tax performance and priority.

206 So there's a solution. There's this guy: Professor Shoup. He's a professor at UCLA. He's been
 207 working on this for a lot longer than me, about 45 years; and he's got three steps: eliminate
 208 parking mandates, price your curbs for corporate occupancy, and use the money for local
 209 benefits.

210 The first one, getting rid of your parking mandates. You wouldn't be alone. There's 74 cities, at
 211 least, in the United States right now that have done this. They are cities of many shapes and sizes

212 and many different political climates. Thirty-six of them are populations less than 50,000, so it's
 213 not just a big-city situation. In fact, a lot of them are smaller cities, so this is a tested and not so
 214 -- and a lot of these have done this just in the last five, six years.

215 This slide is -- is in -- is just to show, like, you don't have to go full on Hoboken or some large,
 216 extremely dense area, but if you even just -- these are to scale again, it's just, kind of, interesting
 217 to look at a very, very dense place relative to College Park and really recognize how much space
 218 you could have to grow at a -- at a pretty moderate pace and -- and house a lot more people, or
 219 have a lot more opportunity for people.

220 It is more than parking minimums. Getting rid of these mandates is kind of like the first step in
 221 planting a garden. If you have a garden, you can't just go throw vegetable seeds in your grass.
 222 That won't work very well.

223 You have to remove grass, rocks, and weeds first. That's, kind of, what your mandates are, but it
 224 doesn't -- that still doesn't grow a garden. You got to plant things. You got to nurture it. You got
 225 to prune. You got to weed.

226 So there's other steps you need to take. Next slide please. One of them is that, I like to say cities
 227 should mind their own business when it comes to parking. Do not -- stop telling developers and
 228 business people how much parking they need for a coffee shop or a funeral home or a bowling
 229 alley, and instead have a policy to manage your own curbs so that if there is congestion on the
 230 curb, you're managing that and that sends the right signal to them to provide the amount of
 231 parking that their tenants or customers need.

232 The right price, there's a simple equation. You're not trying to gouge anybody. You want to set
 233 the lowest price for parking in, like, a -- this would be on downtown city streets -- that leaves a
 234 space open available on every block, roughly, so that someone can almost always pull in.

235 That's great for businesses because someone can always pull in. This is a data-driven and
 236 responsive-to-demand policy, and it does increase turnover and access to businesses, so usually
 237 when you institute good curb management as it would be called, sales receipts go up, for
 238 example.

239 This is just showing, you know, kind of, how you're finding this 85 percent utilization. Your city
 240 would set a policy that you'd want to have availability on the curb and then you empower the
 241 transportation authority to increase or decrease the space on particular block faces, depending.

242 This also helps to direct parking demand off the -- you know, off the Main Street if there's
 243 availability, it's a block or two away, or if there's lots a block or two away. And then finally, you
 244 also want to really spend this money wisely.

245 You don't want just to pair it to a general fund. You can help with political -- buying political
 246 support for this, or finding political support for this by -- by committing to spend the money

247 locally on local improvements. Ideally, these are improvements that help your existing parking
 248 supply to use better like finding better sidewalks, but they can also be things that improve the
 249 environment for businesses that are sidewalks, garbage collection, graffiti removal, and so on.

250 I have a copy of this booklet for you, I believe, with the clerk. Things you can spend that money
 251 on, I mentioned, but sidewalks, crosswalks, better lighting. You can also buy transit passes, for
 252 example, for local employees.

253 You can do things if you're pricing parking to mitigate the impacts. Critical thing here is if you're
 254 thinking about intensifying your city zoning or if you're looking into development, try to resist
 255 the urge to provide more parking until what you've got is being utilized.

256 This is a slide showing, you know, a block of the Main Street where you've got two largely empty
 257 lots very close by, within 500 feet. There's a one way on John Wesley Avenue now that has some
 258 parking.

259 So the idea here is: it's okay to let things intensify a little bit because there actually is quite a lot
 260 of parking in downtown College Park. What will happen when you do this? Probably nothing
 261 initially.

262 The city is going to be the same place it was the day before. Getting rid parking mandates is not
 263 getting rid of parking. It's not removing or prohibiting building of parking.

264 In cities that have done this recently, Buffalo and Seattle, for example; what they found is the
 265 majority of the housing that was built would not have been possible under the old rules, but 70
 266 percent of the -- of the housing that was built did include some parking.

267 The evidence out of Austin that did this is that you get about 12 percent more parking -- 12
 268 percent more housing in a -- in an apartment building.

269 So you get a bit more of what you want and a bit less of what you don't. This is an incremental
 270 approach that doesn't change anything immediately. If you have a missing middle housing or an
 271 infill policy, this is what makes it work.

272 If you have an -- an infill policy that requires parking for every unit, it's not going to lead to a lot
 273 of housing being built once you remove that constraint. They saw in Seattle the number of
 274 accessory dwelling units took off.

275 And finally this allows for a lot of unlocked potential. The parking, as we mentioned, once
 276 you're not regulating that has to be for specific use, it can be shared among different businesses
 277 or businesses and tenants, and it does increase your ability to provide ridership and revenue for
 278 the transit.

279 So the recommendations, to summarize, lift costly and arbitrary parking mandates, adopt
280 performance-based curb management policies, and commit your parking revenues to local
281 improvements and transportation demand management.

282 That's things like bus passes and other things to encourage people to take transit. Finally, just -- I
283 think -- you know, John is asking -- you know, I think one of the questions is, you know, what --
284 I'm not -- I'm not -- I don't live here.

285 I'm not telling you what to do, but I do think thinking about what -- what people want, how your
286 community is, you know, plan for what you want or you want to plan for the type of development
287 that this is from -- this is down by the old mall or more like the development along the Main
288 Street that's got a lot of businesses and pedestrians. So that's my presentation. I do have some
289 axillary slides with the zoning put on, but I don't think we'll need that. So.

290 MAYOR MOTLEY BROOM: Thank you so much, sir. Councilmember McKenzie.

291 COUNCILWOMAN MCKENZIE: Tony, I want to thank you for your presentation and just, kind
292 of, helping us to begin to think outside the box and look at the possibilities that we can have, of
293 course. I am originally from Brooklyn, New York, and grew up in a -- in a city where I didn't
294 even -- I didn't even get my driver's license until I was 23 years old and in graduate school in
295 Virginia.

296 So I -- I -- definitely -- I understand how this can work. I think what was interesting is the fact
297 that as I was meeting with the Regional Leadership Institute, that we started realizing that, you
298 know, the -- having to put parking spaces -- when we start looking at making housing more
299 affordable or the attainable -- not only affordable housing, but making housing more affordable
300 or attainable for the middle class that getting rid of some of these parking mandates that we put
301 on developers can set up a situation where even in our TOD district that we can have housing that
302 people that live -- work in the city of College Park can actually afford to live in.

303 Just, kind of, interesting what you -- what you showed us just now regarding one of the -- the --
304 the developments that we have that purchased the same exact 500 square feet is a 30 -- over
305 \$30,000 difference, I believe, or close in that market just because that person gets a parking
306 space.

307 So just, kind of, looking at -- the question that I have, and this is, kind of, maybe for the City
308 Attorney and the City Manager. We were talking about College Park being able to operate
309 parking lots.

310 Now, we do have a municipal -- we have some public parking that is free right now, but to charge
311 for parking -- and I, kind of, ran this by -- I think -- but, Winston, what would -- are we able to
312 actually charge for parking as a municipality?

313 ATTORNEY WINSTON DENMARK: Yes, ma'am. We -- we -- we're already doing it. I mean,

314 right at the GICC, we from time to time charge their gateway arena if it's a facility that we've --
315 construction we own, we can certainly charge for parking.

316 COUNCILWOMAN MCKENZIE: Okay. And the reason I ask is because I think it was a
317 concern about maybe some legislation between -- because of the air -- the airport parking lots,
318 but there -- that's -- that falls under a different category. So --

319 ATTORNEY WINSTON DENMARK: Yeah. The airport is a convoluted beast. I mean, so I -- I
320 say everything with the caveat that there may be some covenant that we did with someone at the
321 airport that restricts our ability, but I was making a general proposition, but it's always dicey
322 when we think about our complicated relationships at the airport.

323 COUNCILWOMAN MCKENZIE: Okay. But if we wanted to take some of the lots that we
324 have right now that Tony was showing us, Vining Road, and I think it was two lots you showed
325 us in that area, one off of John Wesley Dobbs, I believe, and turn that into paved parking. That
326 would be -- okay.

327 MR. TONY JORDAN: And to clarify, the -- the -- the best practice would be, you know, if
328 you're charging, for example, on the -- on the streets, on the -- because the most convenient spot
329 is the one that's right in front of a place someone wants to go.

330 So that's the one that, like, ideally is going to be the one that you start charging for. Then that
331 encourages other people then to go park. Maybe the lot is free, but they have a reason to go and
332 not circle around, like, the lot.

333 It can -- and so it can really relieve some congestion too because it provides some availability,
334 but also signals, like, hey, still park two blocks away. If you get more development, those spaces
335 might become valuable enough that you actually can charge for them and then you would have
336 some revenue.

337 You're never trying to charge for something that no one wants to park at; right? This isn't about
338 just gouging people. It's really about managing.

339 As you have more intense development potentially or more customers, how do you provide, you
340 know -- it's good for neighbors, and it's good for the businesses to have, you know, the city taking
341 the role on managing the curb.

342 COUNCILWOMAN MCKENZIE: I don't have any further questions. Thank you, Tony.

343 MR. TONY JORDAN: Thank you.

344 MAYOR MOTLEY BROOM: Councilmember Arnold.

345 COUNCILWOMAN ARNOLD: I have one question. My question is in reference to the
346 management -- the performance management. You talked about the other cities. Who -- who are
347 they relying on to manage?

348 MR. TONY JORDAN: Like for the on-street management?

349 COUNCILWOMAN ARNOLD: For the curbs.

350 MR. TONY JORDAN: It can really depend. I mean, there's a lot of options nowadays. Fifteen
351 years ago, you would've had to invest -- you would've had to contract with a large company like
352 Flowbird -- like a company that made parking meters and install a bunch of hardware.

353 Now, there are a lot of lighter weight app-based solutions. There's companies like ParkMobile or
354 Passport. So the same -- like any -- if you -- if you've been to a city that has like an app-based
355 thing, that's probably the way to go. It's much more nimble. It's got a lot less on -- on the
356 ground, you know, installation. They have expertise also to provide. I mean, it's a pretty simple
357 -- you don't need to get too complicated.

358 You don't need to be adjusting prices 50 times a day. Seattle adjusts prices maybe once or twice
359 a year. So one -- the key is to, kind of, get at a good price and then just monitor, and you're really
360 just trying to respond and -- and show the public that you got a handle on it, right.

361 Like, if someone built an apartment, it's okay. We're going to be okay. Like, we can -- we can
362 manage our streets.

363 COUNCILWOMAN ARNOLD: So does the -- the management, I -- I guess, more of a role, so
364 does that responsibility then fall on the city staff or does it fall on a third party?

365 MR. TONY JORDAN: I -- I think you could do it either way. I'm not technically a consultant in
366 this fashion, but I would say that one thing I would recommend is you don't set yourselves up to
367 vote every time you want to adjust the parking price, right. You set a goal. You set an 85 percent
368 occupancy goal, and then your public works department or whatever is basically charged with the
369 job of figuring out how to achieve that occupancy goal on the street.

370 So then when the price -- you might set a range -- sometimes the city will set -- the city council
371 will set a range, and then it's, kind of, a -- that's a procurement or a -- a policy. I mean, there are
372 -- there's pretty simple -- there's examples you could pull from -- from other cities of, like, what
373 the policy says, but it can be pretty simple. Like, you know, we want to encourage turnover and
374 economic, you know, vitality.

375 So we want to -- and we want to protect parking in the neighborhood for businesses. So we have
376 these policies that kick in, you know, a lot that allow the public works department, for example,
377 to create a permanent district or to add paid parking in an area.

378 COUNCILWOMAN ARNOLD: Okay. Thank you.

379 MAYOR MOTLEY BROOM: Councilmember Gay.

380 COUNCILMAN GAY: It was a -- it was a good presentation. Thank you for visiting with us. I
381 think I heard you say that -- that you reform the parking around different cities. Parking takes a
382 lot of money -- cost developers more money, but with College Park, aside from that, which is
383 separate from your presentation -- so we're challenged with parking for the airport, so we have to
384 deal with stuff like parking districts, so we do have some other unique parking challenges that
385 would be worth taking a look at as well.

386 MR. TONY JORDAN: Yeah, I -- I -- every -- every city is different and I, you know, I -- I look
387 at mobile examples around -- around what's going on, but I -- I would say there's opportunity
388 potential and -- you know, and -- and challenges that you could look at.

389 I -- I mean, there are -- I -- I would just say there's -- there's opportunity for a custom solution.
390 You know, it's not -- that's part of the whole thing. It's not a one size fits all. You got to look at
391 what you got on the ground and what you -- what you want to see happen.

392 COUNCILMAN GAY: I don't have anything else.

393 MAYOR MOTLEY BROOM: I think one of the challenges we faced here is not only -- I -- I
394 don't think we have a parking issue as much as we have a wayfinding issue. We have parking
395 available. We just don't necessarily get people to it in an efficient manner.

396 And that has been a challenge that has been before us for quite a number of years because as you
397 pointed out, there are -- there is off Main Street parking readily available that most people don't
398 know about because we do not do a very good job of directing them there.

399 And additionally, our -- our TOD zoning -- I know there was pushback on that last year in terms
400 of some -- some residential development that was supposed to move forward and the number of
401 parking spaces based upon that TOD ordinance.

402 And there was pushback even on the reduced number that was required in the TOD. So
403 hopefully everyone can keep this in mind as we move forward, and don't just forget about it and
404 say, this is good that we're having this discussion now.

405 And then don't put our money where our mouth is later, because it also impacts our ability to -- to
406 compete for funding. And as we -- as we move forward with innovative projects not only in our
407 city but in the entire region, these are some types of things that people are looking for. So it
408 makes a lot of sense and appreciate your time today. So --

409 MR. TONY JORDAN: Absolutely. Thanks for having me. I've been spending the weekend

410 around here. It's pretty cool. Been walking around. John's showing me all the -- the stuff, and I
411 think there's a lot of good potential. I hope to come back and see it even better.

412 MAYOR MOTLEY BROOM: Thank you, sir. We'll see everybody at 7:30.

413 COUNCILMAN CARN: Mayor -- Mayor, I have questions as well as comments.

414 MAYOR MOTLEY BROOM: Oh, Councilmember Carn.

415 COUNCILWOMAN MCKENZIE: Councilman Carn -- is -- okay.

416 MAYOR MOTLEY BROOM: Councilmember Carn.

417 COUNCILMAN CARN: Well, hi, everybody. Good evening. I hope everyone can hear me.
418 Can you hear me okay?

419 MAYOR MOTLEY BROOM: We can hear you. Yes.

420 COUNCILMAN CARN: Okay. Well, first of all, glad to be here. Late, where I am. Certainly
421 was hoping that I was not going to be skipped over -- looked over because I wanted to participate
422 fully in this meeting. Mister -- I forget your name. You are the fellow with the Parking Reform
423 Network; correct?

424 MR. TONY JORDAN: Yes. Jordan is my last name. Yeah.

425 COUNCILMAN CARN: Jordan?

426 MR. TONY JORDAN: Yeah.

427 COUNCILMAN CARN: Great information. Very informative. I think the parking challenge for
428 College Park is twofold; one, yes, of a reduction in parking space requirements. I think it's
429 something that we need to be looking at seriously.

430 You know, things are trending in that direction. Our market station, for instance, is moving to a
431 fee-based parking lot, which is the first for us, for instance. So -- so things are changing around
432 the parking environment more or less.

433 In terms of our multifamily and hotels, you know, looking at fewer spaces per unit or per room is
434 something that we need to seriously look at, but the second challenge is: the lack of parking
435 along the downtown corridor. Yes. We do have a parking issue and a wayfinding issue, but there
436 is a parking issue along downtown in particularly on the weekends, so we also need to look at
437 that in terms of wayfinding -- better wayfinding means -- much better wayfinding.

438 But the issue of hospitality, you know, as we are a hospitality city, customers and visitors -- the
439 issue and challenges are when they start to encroach into our residential neighborhoods, in
440 particularly on the weekends. Now -- and for others, the permanent parking space is important to
441 some folks that choose to live somewhere.

442 I've even heard people prioritize a covered parking as a necessity. In regards to our motels and
443 multifamily stock -- and I talk about our multifamily stock because most of which is over 40
444 years old in these complexes, and that does compromise the majority of our residential parking
445 citywide, so we have to factor that into things as well as, you know, street parking.

446 The requirements of -- of 40 years past may not need to apply in terms of our multifamily. Our
447 apartment units also have individual buildings, and being that they are older, a lot of times that
448 building may be lost in its entirety due to a fire, and 40-year-old buildings, you know, that did not
449 have firewall requirements, for example.

450 So when we lose a building in our apartment complex -- which we've lost dozens over the years.
451 What does that require in terms of parking?

452 I don't want those spaces to end up becoming more parking along the lines of what's been going
453 on within some of our motels -- City Manager, this is very important -- where some of our motels
454 are subletting for -- with funding for an illegal secondary business on the motel premises of
455 airport parking.

456 So I believe that this trend may eventually start to possibly happen within our apartment
457 complexes as they look for new revenue opportunities or lose the building. So we got to be --
458 when we discuss parking, we need to look at it as a whole, you know, to keep in -- keep in mind.

459 As Councilmember Gay mentioned, the park-and-ride lots are a factor in our parking as well.
460 Currently, I believe park-and-ride lots are no longer permitted in the city, but this backdoor way
461 that some businesses are making this happen is a phenomenon we could look at.

462 Last thing I'll say in terms of Main Street -- still, there's a phenomenon that occurs along, you
463 know, main drags, you know, throughout the US. I guess it's the impulse patrons of businesses.
464 They'll see a storefront or restaurant directly on the street, and look for that parking space directly
465 in front of that store, which we have very far -- far and few.

466 So there are other factors I want to make sure that we look at, and, in fact, this is -- as we discuss
467 this, but great presentation. We need some follow up, and we need some direction in terms of
468 what we are doing.

469 And, City Manager, looking into that -- that illegal airport parking that is going on in several
470 areas of the city. That's something that we need to crack down on as well in terms of our parking
471 plans and how we're going to move in the future, so that was all I had.

472 We need to definitely follow up and figure out a good parking plan, whole holistically, though,
473 for -- for all aspects of parking, so thank you.

474 MAYOR MOTLEY BROOM: Councilmember McKenzie.

475 COUNCILWOMAN MCKENZIE: No, I -- I was getting ready to tell you that Councilman Carn
476 was on the -- was on the call, and I didn't know if he wanted to say something, so.

477 Again, I want to say thank you and since we're talking about Main Street, John, thank you for
478 putting the signs up.

479 John has put some signs up over the last couple of days, so when you're walking up Main Street,
480 it'll let you know, you know, okay, maybe 400 feet, whatever you're from even fresh, that kind of
481 thing, so we -- we are -- we are creating a more walkable community, but thank you again.

482 MR. JOHN DUKE: That was with MARTA directing that.

483 MR. TONY JORDAN: Thank you.

484 MAYOR MOTLEY BROOM: All right. We'll see everybody at 7:30.

485 Meeting ended at 6:43p.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: 11555

TO: Honorable Mayor and Council Members
FROM: Dr. Emmanuel Adediran, City Manager
DATE: October 29, 2024
TITLE: Regular Meeting minutes dated October 21, 2024.

Prepared by American Court Reporting

Attachments

10.21.24 CP City Council Regular Sessions FULL (DOCX)

Prepared by: Queenie Brown
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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
OCTOBER 21, 2024

MINUTES

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

Absent: None

1. Opening Ceremonies

MAYOR MOTLEY BROOM: Good evening. Welcome to the regularly scheduled meeting of Mayor and City Council, City of College Park. I'm Mayor Bianca Motley Broom. We have a quorum of regular Council Members McKenzie, Arnold, and Gay and Councilmember Carn is joining us telephonically. And so at this time -- it's 07:31 p.m., so there's no continuing objections over Ordinance 2024-01 and on this package this body passed the first week of January, and I will call the meeting to order.

Our first item of business is the Pledge of Allegiance.

A. Pledge of Allegiance to the Flag

MAYOR MOTLEY BROOM: Chaplin Walker is going to be doing Invocation this evening.

B. Invocation by Chaplin Walker

DEPUTY CITY CLERK: Next is Civility Pledge by Major Manning.

C. Civility Pledge by Major Manning

DEPUTY CITY CLERK: Next, additions; deletions; amendments; or changes to the agenda.

MAYOR MOTLEY BROOM: Are there any?

COUNCILMAN GAY: Yes.

COUNCILWOMAN MCKENZIE: Yes.

- 32 MAYOR MOTLEY BROOM: Councilmember McKenzie.
- 33 COUNCILWOMAN MCKENZIE: Under regular business, 9A, I'd like to table that for further
34 review, so maybe put it on the next meeting. So let's have that removed from the agenda. 9A.
- 35 MAYOR MOTLEY BROOM: Remove 9A. Councilmember Gay.
- 36 COUNCILMAN GAY: On the consent agenda, Item 8A. I'd like to table that and walk back to
37 the next scheduled meeting.
- 38 MAYOR MOTLEY BROOM: Are there any further additions, deletions, or amendments to the
39 agenda? Hearing none. Madam Clerk.
- 40 DEPUTY CITY CLERK: Dr. Adediran, removal of 9C. The memorandum.
- 41 COUNCILMAN GAY: 9C?
- 42 DEPUTY CITY CLERK: Yes, sir. It's advertised for the next meeting. It's not advertised for this
43 meeting.
- 44 MAYOR MOTLEY BROOM: On 21?
- 45 DEPUTY CITY CLERK: Yes, ma'am.
- 46 CITY MANAGER ADEDIRAN: It -- it was -- instead of the 14 days, it was, like, 12 days. So
47 we need reset for the advertisement. 14 days.
- 48 MAYOR MOTLEY BROOM: 9C. Okay. Anything else? Hearing none, is there a motion?
- 49 COUNCILWOMAN MCKENZIE: So moved.
- 50 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Is there a second?
- 51 COUNCILMAN GAY: Second.
- 52 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Any discussion? Hearing
53 none, we'll put it to a vote. All those in favor?
- 54 COUNCILMAN GAY: Aye.
- 55 COUNCILWOMAN MCKENZIE: Aye.

56 COUNCILMAN CARN: Aye.

57 COUNCILWOMAN ARNOLD: Aye.

58 MAYOR MOTLEY BROOM: That's unanimous.

59 **ACTION:** Councilwoman McKenzie motioned to remove 8a. Consideration of and action on
60 a request to upgrade the lighting in the GICC Exhibit Halls to LED, 9a.
61 Consideration of and action on a request to approve the proposed City of College
62 2024-2025 City Wide events, and 9c. Consideration of and action on a request to
63 extend Ordinance 2024-09 which imposes a 120-day moratorium on the
64 acceptance of applications for permits, occupation tax certificates, inspections, or
65 applicable licenses for the development of any truck stops, truck terminals,
66 trucking facilities, and warehousing and distribution centers, seconded by
67 Councilman Gay and motion carried. (All Voted Yes)

68 DEPUTY CITY CLERK: Approval agenda.

69 MAYOR MOTLEY BROOM: Is there a motion?

70 COUNCILWOMAN MCKENZIE: So moved.

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

72 COUNCILMAN GAY: Second.

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

75 COUNCILMAN GAY: Aye.

76 COUNCILWOMAN MCKENZIE: Aye.

77 COUNCILMAN CARN: Aye.

78 COUNCILWOMAN ARNOLD: Aye.

79 MAYOR MOTLEY BROOM: The vote is unanimous.

80 **ACTION:** Councilwoman McKenzie motioned to approve the agenda, seconded by
81 Councilman Gay and motion carried. (All Votes Yes)

82 DEPUTY CITY CLERK: Presentation of the minutes. First town hall meeting minutes dated
83 September 13th, 2024.

84 MAYOR MOTLEY BROOM: Is there a motion?

85 COUNCILWOMAN MCKENZIE: So moved.

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

87 COUNCILMAN GAY: Second.

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

90 COUNCILMAN GAY: Aye.

91 COUNCILWOMAN MCKENZIE: Aye.

92 MAYOR MOTLEY BROOM: Any opposed?

93 COUNCILMAN CARN: Aye.

94 MAYOR MOTLEY BROOM: You're -- are you opposed, Councilmember Carn?

95 COUNCILMAN CARN: No. I am in favor.

96 MAYOR MOTLEY BROOM: Okay. All right. So -- and Councilmember Arnold, you abstain?

97 COUNCILWOMAN ARNOLD: Uh-huh.

98 MAYOR MOTLEY BROOM: All right. So that motion passes with Council Members
99 McKenzie, Gay, and Carn in favor. Councilmember Arnold abstaining.

100 **ACTION:** Councilwoman McKenzie motioned to approve the Town Hall Meeting minutes
101 dated September 13, 2024, seconded by Councilman Gay, Councilwoman
102 McKenzie, Councilman Gay, and Councilman Carn voted in favor, Councilwoman
103 Arnold abstained, and motion carried.

104 DEPUTY CITY CLERK: Special call meeting minutes date September 16th, 2024.

105 MAYOR MOTLEY BROOM: Yes, the 13th.

- 106 DEPUTY CITY CLERK: Thirteenth. Sorry.
- 107 MAYOR MOTLEY BROOM: Is there a motion?
- 108 COUNCILWOMAN MCKENZIE: Motion.
- 109 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. Is there a second?
- 110 COUNCILMAN GAY: Second.
- 111 MAYOR MOTLEY BROOM: Is there any discussion? Hearing none, we'll move for a vote. All
112 those in favor?
- 113 COUNCILMAN GAY: Aye.
- 114 COUNCILWOMAN MCKENZIE: Aye.
- 115 COUNCILMAN CARN: Aye.
- 116 MAYOR MOTLEY BROOM: Any opposed? Any abstentions?
- 117 COUNCILWOMAN ARNOLD: Aye.
- 118 MAYOR MOTLEY BROOM: So, Council Members McKenzie, Carn, and Gay are in favor.
119 Councilmember Arnold abstains. Motion passes.
- 120 **ACTION:** Councilwoman McKenzie motioned to approve the Special Called Meeting
121 minutes dated September 13, 2024, seconded by Councilman Gay, Councilwoman
122 McKenzie, Councilman Gay, and Councilman Carn voted in favor, Councilwoman
123 Arnold abstained, and motion carried.
- 124 DEPUTY CITY CLERK: Workshop meeting minutes dated October 10th, 2024.
- 125 MAYOR MOTLEY BROOM: Is there a motion?
- 126 COUNCILWOMAN MCKENZIE: Motion with discussion.
- 127 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. They all come with
128 discussion. Is there a second?
- 129 COUNCILMAN GAY: Second.

130 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Councilmember McKenzie, go
131 right ahead.

132 COUNCILWOMAN MCKENZIE: Yes. Page 42 of the minutes, line 3 should be 2022 and not
133 1922.

134 MAYOR MOTLEY BROOM: Any other? Any others?

135 COUNCILWOMAN MCKENZIE: No.

136 MAYOR MOTLEY BROOM: All right. Any further discussion? Hearing none, all those in
137 favor?

138 COUNCILMAN GAY: Aye.

139 COUNCILWOMAN MCKENZIE: Aye.

140 COUNCILMAN CARN: Aye.

141 MAYOR MOTLEY BROOM: The vote is unanimous.

142 **ACTION:** Councilwoman McKenzie motioned to approve the Workshop Meeting minutes
143 dated October 10, 2024 with corrections, seconded by Councilman Gay,
144 Councilwoman McKenzie, Councilman Gay, and Councilman Carn voted in favor,
145 Councilwoman Arnold abstained, and motion carried.

146 Pp 42, line 4 "2024"

147 DEPUTY CITY CLERK: Regular session meeting minutes dated October 10th, 2024.

148 MAYOR MOTLEY BROOM: Okay, I -- I -- I made a mistake, Madam Clerk. From the minutes
149 from October 10th, I did not call. I -- I thought I heard Councilmember Arnold. And so
150 Councilmember Arnold did abstain on that vote. My apologies, Council Members.

151 DEPUTY CITY CLERK: Okay. Regular session minutes dated October 10th, 2024.

152 MAYOR MOTLEY BROOM: Is there a motion?

153 COUNCILMAN GAY: Motion.

154 MAYOR MOTLEY BROOM: Is there a second?

- 155 COUNCILWOMAN MCKENZIE: Second.
- 156 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay and Councilmember McKenzie.
157 Any discussion?
- 158 COUNCILWOMAN MCKENZIE: Yes. Page 170, line 4. Just -- this should be a M for Jamelle
159 and not N for Janelle, so just change the N to an M.
- 160 DEPUTY CITY CLERK: Yes, ma'am.
- 161 MAYOR MOTLEY BROOM: Any additional changes? Hearing none --
- 162 COUNCILMAN CARN: I have an additional change.
- 163 MAYOR MOTLEY BROOM: Councilmember Carn, go right ahead.
- 164 COUNCILMAN CARN: Page -- well, thank you. Page 177, line 23. It should say state senators
165 in particularly. It just says state senators particular -- particularly. So, in particularly.
- 166 DEPUTY CITY CLERK: Yes, sir.
- 167 MAYOR MOTLEY BROOM: Any additional changes?
- 168 COUNCILMAN CARN: No. That's it. Not for me.
- 169 MAYOR MOTLEY BROOM: Okay. All right. All those in favor?
- 170 COUNCILWOMAN MCKENZIE: Aye.
- 171 COUNCILMAN GAY: Aye.
- 172 COUNCILMAN CARN: Aye.
- 173 MAYOR MOTLEY BROOM: Okay. Any opposed? Any abstentions?
- 174 COUNCILWOMAN ARNOLD: Aye.
- 175 MAYOR MOTLEY BROOM: All right. So, the motion passes with Council Members
176 McKenzie, Carn, and Gay in favor. Councilmember Arnold abstaining.
- 177 **ACTION:** Councilman Gay motioned to approve the Regular Session Meeting minutes dated
178 October 10, 2024 with corrections, seconded by Councilwoman McKenzie,

179 Councilwoman McKenzie, Councilman Gay, and Councilman Carn voted in favor,
180 Councilwoman Arnold abstained, and motion carried.

181 Pp 170, line 4 – “Jamelle”
182 Pp 177, line 23 “state senators in particular”

183 DEPUTY CITY CLERK: All right. Proclamation resolutions plaque, unity proclamation. This
184 is suggested by Councilwoman Jamelle McKenzie.

185 MAYOR MOTLEY BROOM: Is there a motion?

186 COUNCILWOMAN MCKENZIE: So moved.

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

188 COUNCILMAN GAY: Second.

189 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Discussion? Go right ahead.

190 COUNCILMAN GAY: What are we doing here?

191 COUNCILWOMAN MCKENZIE: This is just approving for -- that -- the -- the -- the first
192 meeting in November for there to be a proclamation given, a unity proclamation.

193 COUNCILMAN GAY: Oh. I don't know. I can do it at this point. I should've added
194 proclamation posthumously for Judge Moore.

195 COUNCILWOMAN MCKENZIE: Well, that's supposed to be on the agenda.

196 COUNCILMAN GAY: Huh?

197 MAYOR MOTLEY BROOM: We already approved the agenda.

198 COUNCILMAN GAY: Huh?

199 ATTORNEY WINSTON DENMARK: You can make a motion to reopen and amend the agenda
200 at this point.

201 COUNCILMAN GAY: I would like to make a motion to reopen the --

202 MAYOR MOTLEY BROOM: Hold on. We're in the middle of a motion.

- 203 COUNCILMAN GAY: Oh.
- 204 MAYOR MOTLEY BROOM: On the unity proclamation.
- 205 COUNCILMAN GAY: Oh.
- 206 MAYOR MOTLEY BROOM: Is there any further discussion on unity proclamation? Hearing
207 none, all those in favor?
- 208 COUNCILMAN GAY: Aye.
- 209 COUNCILWOMAN MCKENZIE: Aye.
- 210 COUNCILMAN CARN: Aye.
- 211 COUNCILWOMAN ARNOLD: Aye.
- 212 MAYOR MOTLEY BROOM: That's unanimous.
- 213 **ACTION:** Councilwoman McKenzie motioned to approve a Unity proclamation to be present
214 on November 4, 2024, seconded by Councilman Gay and motion carried. (All
215 Voted Yes).
- 216 COUNCILMAN GAY: Mayor, I'd like to make a motion to reopen the addition and deletions
217 section of our meeting tonight to add a proclamation for posthumously to Judge Moore.
- 218 MAYOR MOTLEY BROOM: Thelma Wyatt Cummings Moore.
- 219 COUNCILMAN GAY: Okay. Judge Thelma Watts Cumming Moore.
- 220 MAYOR MOTLEY BROOM: Watt -- Thelma Wyatt Cummings Moore. Is there a second?
- 221 COUNCILMAN CARN: Second.
- 222 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Any discussion? Hearing
223 none, we'll move to a vote. All those in favor?
- 224 COUNCILMAN GAY: Aye.
- 225 COUNCILWOMAN MCKENZIE: Aye.
- 226 COUNCILMAN CARN: Aye.

- 227 COUNCILWOMAN ARNOLD: Aye.
- 228 MAYOR MOTLEY BROOM: All right. So that is added, and now there needs to be a motion to
229 actually approve that. Is there one?
- 230 **ACTION:** Councilman Gay motioned to amend the agenda to include a proclamation for
231 Judge Thelma Wyatts Cummons Moore, seconded by Councilwoman McKenzie,
232 and motion carried. (All Voted Yes)
- 233 COUNCILMAN GAY: So moved.
- 234 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Is there a second?
- 235 COUNCILMAN CARN: Second.
- 236 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Any discussion? Hearing
237 none, we'll move to vote. All those in favor?
- 238 COUNCILMAN GAY: Aye.
- 239 COUNCILWOMAN MCKENZIE: Aye.
- 240 COUNCILMAN CARN: Aye.
- 241 COUNCILWOMAN ARNOLD: Aye.
- 242 MAYOR MOTLEY BROOM: That is unanimous.
- 243 **ACTION:** Councilman Gay motioned to approve a proclamation for Judge Thelma Wyatts
244 Cummons Moore to be presented on November 4, 2024, seconded by
245 Councilwoman McKenzie and motion carried. (All Voted Yes)
- 246 DEPUTY CITY CLERK: Next is remarks of citizens. Up first --
- 247 COUNCILWOMAN MCKENZIE: Pardon. Just clarification. I just want to -- Mayor -- for
248 clarification?
- 249 MAYOR MOTLEY BROOM: Councilmember McKenzie.
- 250 COUNCILWOMAN MCKENZIE: Thank you. Just want to clarify before we start with the
251 remarks of citizens tonight, that we are clear that the way that we have practiced this is that we
252 have up to 30 minutes of citizen in-person comments.

253 And then the remaining six minutes is to be used for online comments. If we finish in person,
254 which starts with those that have signed up, and then those that are here tonight that should
255 decide to speak, we will definitely -- we will cut it off within 30 minutes.

256 So I just wanted us to be clear that the order until we -- and I guess we just need to make that
257 really clear. I believe Councilwoman -- Councilwoman Arnold brought this up several meetings
258 ago in terms of the order of us having public comments.

259 MAYOR MOTLEY BROOM: Councilmember Arnold.

260 COUNCILMAN GAY: She said several years ago.

261 COUNCILWOMAN MCKENZIE: Several meetings ago. Several meetings ago. You weren't
262 here the last meeting.

263 COUNCILWOMAN ARNOLD: He thought that you said several years ago.

264 COUNCILWOMAN MCKENZIE: No. Several meetings ago. Yeah.

265 COUNCILWOMAN ARNOLD: I did, and -- and -- and I actually heard what you all said in the
266 last meeting and you -- you actually explained it accurately. It was that we were giving -- we
267 were making sure that we recognized the individuals that took the time out to come here in
268 person, and that's not to say that the comments that are emailed are not as important, but we did
269 want to make sure that we gave individuals that took the time out to come from their homes or
270 their jobs to be here in person to have the opportunity to speak.

271 And the -- I -- I believe at the end of that discussion, we also indicated that if we needed to add
272 time for the emails to be read, that we would allocate a full six minutes for those emails to be
273 read.

274 MAYOR MOTLEY BROOM: Madam Clerk.

275 COUNCILWOMAN MCKENZIE: That was all. Just a point of clarification. Nothing to vote
276 on. Just -- just a statement.

277 DEPUTY CITY CLERK: Okay. First up, I have Joni of 4465 Greenspring Road to discuss water
278 meter shutoff. Next, I have Rose Stewart of 2453 Old Del Way to discuss Ignite.

279 MS. ROSE STEWART: Good evening, Mayor and City Council. I'm Rose Stewart. I am the
280 executive -- the Director of Human Resources at Risk Management. I rose this evening to
281 introduce Andrea Taylor of -- she is assuming the role of Executive Director of Ignite Resource
282 Center.

283 Andrea has been working with Ignite from the very beginning. She's been very instrumental in
284 all of our activities. I will continue to volunteer with Ignite and follow her lead, but I want to
285 introduce you all to her and let you know that we are continuing to work with the citizens and the
286 people in our community. Thank you so much.

287 MAYOR MOTLEY BROOM: Thank you.

288 MS. ANDREA TAYLOR: I just wanted to say that I'm looking forward to working with each
289 council member as well as the Mayor in any activities that's going on in College Park, so that we
290 can be in the community and ensure that we are working with each council person as well as you,
291 Mayor, to make sure that we are doing all we can for the community and the citizens of College
292 Park.

293 MAYOR MOTLEY BROOM: Thank you.

294 MS. ANDREA TAYLOR: Thank you.

295 DEPUTY CITY CLERK: Next, I have Marjorie Dent.

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

297 MAYOR MOTLEY BROOM: Good evening.

298 MS. MARJORIE DENT: And I'm excited. So let me start. My name is Marjorie Dent, and I live
299 at 4021 Jesse A. Dent Jr. Road, and I've been a citizen of College Park for 49 years.

300 So first of all, I want to thank Mayor Pro Tem, Roderick Gay, and First Lady Pamela for
301 providing such a grand Ward 4 Festival. All the people of College Park and beyond who attended
302 the festival enjoyed the entertainment, the various attractions, and the spirit of love.

303 Thanks for including Dottie Peoples and the praise concert. I'm looking forward to next year
304 which will be great, I'm sure. Next, Mercer Missionary Health Operations is excited to announce
305 its annual Pumpkin Patch Plaza taking place for the first time in College Park.

306 This fun-filled-family-friendly event will be hosted at the Tracey Wyatt Recreation Center from
307 October 14 through October 26, running daily from 12:00 p.m. to 7:00 p.m. The Pumpkin Patch
308 Plaza will feature a variety of activities for all ages; including story time, food opportunities,
309 hayride, fall festival, fun trunk or treat associated with the College Park Police Department, and
310 bake sales, of course.

311 And I would like to introduce Chaplain Pastor Barbara McKee who will tell you the rest of the
312 story, and she's doing the rest of my time and her time.

313 MS. BARBRA MCKEE: Thank you, Dr. Dent. Good evening, Council and Mayor, and all the
314 citizens. I, first, want to thank Dr. Dent for giving me the opportunity to be the project director
315 for the pumpkin patch -- the College Park Pumpkin Patch.

316 With that, I will say the main feature of the Pumpkin Patch Plaza will be the College Park Police
317 Department trunk-or-treat event, often a safe and -- often a safe and fun environment to children
318 to enjoy Halloween festivities.

319 The Pumpkin Patch Plaza is more than just a seasonal celebration. It's part of Mercer Missionary
320 Health Operation ongoing mission to support health and wellness in the community.

321 All proceeds will help fund the critical initiatives to help those in need, including our healthcare
322 outreach and missionary operations. We are thrilled to have the pumpkin patch here in College
323 Park for the very first time, and I once again thank Dr. Dent for choosing me to be the project
324 director.

325 This evening, I did bring some pumpkins here because our children do not get a chance to see the
326 different things in farming, and the first thing is the different color pumpkin. This is just a little
327 bitty small pumpkin. These are the different type of pumpkins that we have. They're small ones,
328 big ones, large ones.

329 These are called stars, and we want all the Council Members and their families and the Mayor to
330 come out and buy their pumpkins during the week. On trunk or treat, the pumpkins will be free.
331 Some of them will be because we want all the children to be able to carry a pumpkin home to
332 enjoy and carve.

333 And we will be having the different activities. So we want to again thank you all for allowing us
334 to just bring the pumpkin patch to Councilwoman Arnold, District 3.

335 MAYOR MOTLEY BROOM: Thank you.

336 COUNCILWOMAN ARNOLD: Thank you,

337 MS. BARBRA MCKEE: And Ward 4.

338 MS. MAJORIE DENT: Ward 4 also.

339 DEPUTY CITY CLERK: Next, I have Marcia Knox of 1804 Lyle Avenue to discuss sanitation.

340 MS. MARCIA KNOX: Good evening, Mayor and Council.

341 MAYOR MOTLEY BROOM: Good evening.

342 MS. MARCIA KNOX: I have the pleasure of walking our neighborhood quite often. I'll put in,
343 you know, maybe four or five miles a day. And what I -- I'm sorry. Do I need to state my
344 address?

345 DEPUTY CITY CLERK: No.

346 MS. MARCIA KNOX: Okay. So what I've -- what I've noticed lately -- is a bit disheartening --
347 is the corner of Walker and Main Street where the Subway sits in that plaza there. It's always an
348 abundance of trash, and I -- I took some pictures and posted them to the College Speak Up
349 website.

350 I like Carlos. Carlos is the owner of the Subway, and I've been patronizing his business for many
351 years since I've been over here, and I saw him digging through the trash, and I'm, like, Carlos,
352 you know, what's going on?

353 And he says he's tired of looking at it, and he comes up on it. And if it's got to be picked up, he's
354 the only one there to do it. So there are two compactors there: one's a big size and one's a half
355 size.

356 Somebody has obviously broken down the boxes, and I believe that person was Carlos, but the
357 larger container was overstuffed, and there was trash spilling on the floor. And that's a consistent
358 experience for me because, again, I walk and the -- the situation is twofold because the
359 compactors take up the sidewalk.

360 So I want to know: is there a remedy that can be established to at -- at least bring some equity?
361 I'm a -- I'm a hands-on person, and my hands got dirty because Carlos tells me that it's not his
362 trash. And I'm, like, okay. Well, the proof is in the pudding, so I know that all that trash does not
363 come from Subway.

364 And a good bulk of it comes from the Breakfast Boys. So how do you encourage equitable
365 treatment among the business owners, so that he's not the only one out there dealing with the
366 trash? And he did say he came and spoke before Council before, and he also says that Code
367 Enforcement has come out, and Code Enforcement puts the notice on his door.

368 I don't believe that should be the case when the trash, upon my inspection, was not all Subway's.
369 So is there something that can be done to assist him with that situation? And at the same time --
370 time allow me not to have to cross the street or walk in the street to -- to move down that
371 sidewalk and just to remove the eyesore, you know.

372 Driving down from East Point, I -- I was on the train. I see the dumpsters from the train when
373 I'm taking MARTA. It -- it -- it's -- it's not a good visual when you're coming into the city. So
374 that's it.

375 MAYOR MOTLEY BROOM: Thank you very much.

376 MS. MARCIA KNOX: You're welcome.

377 COUNCILWOMAN MCKENZIE: Thank you.

378 DEPUTY CITY CLERK: I have no other sign-ins. I will start to email comments.

379 MAYOR MOTLEY BROOM: Anyone -- if anyone wishes --

380 DEPUTY CITY CLERK: Oh. Sorry.

381 MAYOR MOTLEY BROOM: I'll -- hang on. If anyone wishes to speak, you can approach at
382 this time.

383 MR. CHISULO AJANAKU: Good evening, Mayor and Council.

384 COUNCILWOMAN MCKENZIE: Good evening.

385 MR. CHISULO AJANAKU: I am, again, thankful to be here and be in front of you. As you
386 know, I am busy doing my part in trying to resolve dispute and to bring forth unity. I'm aware of
387 the work that's required, and I'm willing to do the work.

388 And so today, I did some additional information after I sent all of you an email about settling
389 disputes. And -- and so today, I want to talk about alternative dispute resolution. And I know
390 you are an expert, Bianca, about alternative dispute resolutions.

391 And as you know, that it is very cost effective. It's time saving. There's a lot of control. We have
392 much control in the district in coming up with some type of agreement. It's confidential. Most of
393 all, it preserves relationships. We can preserve all of our relationships, and enhance them. It's
394 flexible.

395 And what it does, it encourage more and more collaboration. And believe it or not, it fosters
396 economic development. So much improvement; and, of course, I'm concerned about this, and it's
397 community harmony.

398 It's so many benefits for alternative dispute resolution. As you know, I've asked how can we stop
399 suing our community, our neighbors, and I found a way. We can settle this through an alternative
400 dispute resolution and bring about unity. We can do it. We can do it. Thank you.

401 MAYOR MOTLEY BROOM: Thank you. Does anyone else wish to speak?

402 MR. LARRY BRADY EVANS: Good evening, Mayor and Council.

403 COUNCILWOMAN MCKENZIE: Good evening.

404 MR. LARRY BRADY EVANS: I'd like to greet you all with the greetings of peace, and my
405 name is Larry Brady Evans. I reside at 2112 West Princeton Avenue, College Park, Georgia, and
406 I'd like to give a thanks to all the city officials, elected officials, and to all the residents of College
407 Park, and to say we are headed for some difficult times ahead.

408 But we -- as we was taught -- I'm sure we all was taught as children about love. Don't talk love.
409 Love is an action word. Let's put our differences aside. I'm not here for the left. I'm not here for
410 the right.

411 I'm here for -- what is the proper protocol that God sees fit for all humanity, and I believe in
412 College Park, we got a big opportunity here that no other city around College Park or in the state
413 of Georgia have what we have.

414 We sitting on a gold mine. That's what one of the elected officials told me before he resigned. So
415 I'd like us to take this opportunity to reset our minds to love and appreciate each other. Not
416 because of your title. Because of who you are in your heart.

417 And knowing that your title leads you to have coffee with the devils. So on that, I'd like to leave
418 you all as I came before you, in the greetings of peace. Trick or treat.

419 MAYOR MOTLEY BROOM: Anyone else wish to speak?

420 MS. SUBRENIA WILLIS: Hello. Good evening. Subrenia Willis. 1927 John Campbell.

421 MR. REX WILLIS: Rex Willis. 1927. Good evening, Mayor and Council and everyone. First
422 of all, I'd like to thank you, Pastor Dent, for the luncheon that you gave the police department.
423 That was so awesome, and I know they appreciate it.

424 You've been doing so much for over 40 years to this community; and, Barbara McKee, thank you
425 for what you all have done with the pumpkin patch. What you've been doing with Lift over the
426 years also.

427 It takes a lot. You inspire Sabrena and I with the nonprofits that you all -- with Mercer
428 Missionary and Lift that y'all been doing over the years. But I just want to say thank you. We
429 appreciate what you're doing and continue doing and may God bless you.

430 Also, I want to thank Councilman Gay. Such an awesome, awesome event over the weekend.
431 And now you got more people to come out than we did in our event a couple years ago at the
432 College Park Stadium. So that was a lot of people.

433 And so -- but I think everyone enjoyed themselves. That's why I said earlier, I like for more

434 people from this community to come out and really see -- all I'm saying now -- someone said to
435 me, oh, so many things going on in College Park. I said, yeah, so many things going on in
436 College Park for positive things, good things. Yep. Things started off rough. I admit that, but I
437 think things are going in a positive manner, and that's what I'm going to concentrate on going
438 forward. Like Vice President Harris said, we're not going back. We're going forward.

439 We got to stay positive. Look at what's in front of you, and keep your eye on the prize. That's
440 doing for this community. And Dr. Adediran, sir, I have to say congratulations. Now, finally, you
441 are official the City Manager.

442 Now you can do your job. You're not the interim. So you can take effect, and do your job, and
443 I'm -- thank God that look like the citizens going to give you the opportunity to do your job. So I
444 just -- I'm looking forward to you being able to help the city move forward in a positive manner.

445 And I ain't looking back, so I'm not going to talk about nothing in the past, but we going forward,
446 and I want you to continue doing the very best you can do moving forward. Okay. So thank you
447 very much.

448 Councilwoman McKenzie, Mayor Motley Broom, Councilwoman Arnold, and Councilman Gay,
449 I'm in a good mood tonight. So that's everybody. Keep us in a good mood. Everybody -- Mayor,
450 I want you to smile now. You usually smile. I want to see you smile now. There you go. So we
451 going to keep this in a good mood. Thank you very much.

452 MS. SUBRENIA WILLIS: I just want to say (indiscernible) just thank you all. So many good
453 things, and it's just exciting to see the good energy that -- you know, that's in our community now.

454 And Dr. Adediran, I'm just so, you know, thankful that you were able to -- to be City Manager.
455 I'm just very proud. I'm just -- when I said to move forward, you know, we are such a great city
456 and working together, we can do it. Thank you.

457 MS. SHERRY GODFREY: Good evening, Council and Mayor. I'm Sherry godfrey. I would just
458 like to thank Mayor Bianca Motley Broom for your leadership and serving your constituents and
459 continuing to advocate for transparency and good governance in the public forum as well as
460 when you walk and meet people on the street.

461 We really appreciate that. We know it's not easy, and we just want to let you know that we
462 support you. And thank you as well, Councilmember Arnold, for your support.

463 MAYOR MOTLEY BROOM: Thank you. Anyone else wish to speak?

464 DEPUTY CITY CLERK: Okay. Next I have email comments. One second. Greetings, Mayor
465 Motley Broom; Council Members; and City Manager, Dr. Adediran; and City Attorney Denmark.

466 My name is Gloria Abadullah, and I'm the Chairperson of PHOAA, Preserving the Heritage of
467 Original African Americans of College Park, Georgia. On Thursday, October 17, 2024, members
468 of PHOAA, Councilwoman Jamelle McKenzie, and Dr. La'Neice Littleton from the Atlanta
469 History Center toured Price Barbershop and the adjacent house, and a College Park -- College
470 View Memorial Cemetery.

471 We are now collaborating with Dr. Littleton and the Kenan Research Center staff at the Atlanta
472 History Center to preserve the history of the African American community. Dr. Littleton has been
473 instrumental in visualizing the spaces in the barbershop and adjacent home, providing her
474 expertise for the proper restoration, and offering a tour of the Atlanta History Center to provide
475 examples of how the spaces can be incorporated into a museum.

476 This one square mile African American community holds a significant place in the College Park
477 history, yet it has gone unrecognized. PHOAA is grateful for the city leadership and
478 acknowledging the importance of honoring the displaced African Americans who lived and
479 thrived in this community, and supporting the vision to create a museum that -- that depicts the
480 history, contribution, and indigenous citizens of College Park.

481 I want to extend our gratitude to the members of the police department and public work staff for
482 facilitating a safe tour. Thank you. One second. I have email comments. Next, I have an email
483 comment from Marlon Hines.

484 Good evening, Mayor and Council. My name is Marlon Hines, and I reside at 2423 Saint
485 Andrews Ridge. I would like to voice my continuing opposition to the NextEra battery storage
486 facility that the Council approved to be built here in College Park.

487 In light of what happened with the chemical fire at the Biolab in Rockdale County, I'm asking
488 you to reconsider your support for this facility. While I recognize that the source of the Rockdale
489 County fire was different, I think the battery facility still poses a similar threat.

490 Also consider a negative impact to the values of our homes should a fire break out at its facility,
491 and it take days for it to burn itself out. Who will be willing to buy a home here after a disaster
492 like that?

493 I feel like this Council did not have the community's best interest at heart when they made the
494 decision to approve this facility, and it was simply influenced by that \$1.6 million grant.

495 You can still reverse course and listen to what the citizens of College Park told you twice. We do
496 not want this facility built here. And I have one more comment by Stanley Muhammad.

497 In the name of Allah God, the Beneficent, and the most Merciful; I would like to greet the
498 citizens, the Mayor, the City Council, all the city officials, and all attendees with the greeting
499 word of peace in our original learning, Assalamu Alaykum.

500 First, I would like to congratulate our wonderful brother and servant of the people of College
501 Park, Dr. Emmanuel Adediran, for justly earning the City Manager position. I want to thank the
502 City Council for your wise decision in choosing Dr. Emmanuel to be the leader of our city.

503 May Allah God bless you to give freedom, justice, and quality for all regardless of creed, class,
504 color, or religion. I also want to thank Allah God for Councilwoman McKenzie for the Holy Day
505 Atonement Proclamation and the presentation of it at the Mayor Pro Tem's magnificent --
506 magnificent annual fall festival.

507 Our Mayor Pro Tem and all our City Council is doing a magnificent job. Also, I want to thank
508 our Mayor Pro Tem for beautifying College Park with the beautiful -- with the beautiful legacy
509 wall, which I'm honored that he chose me to be on the legacy wall with such great men and
510 women.

511 Also, I want to thank Councilman Joe Carn for the wood -- for the event, How to Do Business
512 with the City of College Park. Also, I want to thank Councilwoman Arnold for a free community
513 event for our community in Ward 3. May God bless our city with such success. That is all of the
514 comments.

515 MAYOR MOTLEY BROOM: Thank you much. So we'll move on to consent agenda that no
516 longer has Item 8A. Is there motion?

517 COUNCILMAN GAY: So moved.

518 MAYOR MOTLEY BROOM: Thank you, Councilmember Gay. Is there a second?

519 COUNCILWOMAN MCKENZIE: Second.

520 MAYOR MOTLEY BROOM: Thank you, Councilmember McKenzie. All in favor?

521 COUNCILMAN GAY: Aye.

522 COUNCILWOMAN MCKENZIE: Aye.

523 COUNCILMAN CARN: Aye.

524 COUNCILWOMAN ARNOLD: Aye.

525 MAYOR MOTLEY BROOM: That's unanimous. We're on Item 9B.

526 **ACTION:** Councilman Gay motioned to approve the consent agenda as listed below,
527 seconded by Councilwoman McKenzie and motion carried. (All Voted Yes)

528 a. Consideration of and action on a request to approve proposal from Kidd &
 529 Associates Flooring and Contracting LLC in the amount of \$ 15,700. This is
 530 requested by Director of Recreation & Cultural Arts Michelle Johnson. This is
 531 a budgeted item. This will affect citywide.

532
 533 b. Consideration of and action on a request to approve bid proposal for Charles
 534 E. Phillips Park Chess Patio in the amount of \$ 61,600 and total budget project
 535 approval \$ 92,650. This is requested by Director of Recreation & Cultural Arts
 536 Michelle Johnson. This is a budgeted item. This will serve Ward 4.

537 DEPUTY CITY CLERK: 9B consideration of the action to approve the appointment of Brandy
 538 Heard to the Keep College Park Beautiful to represent Ward 1. Request on behalf of
 539 Councilwoman Jamelle McKenzie.

540 MAYOR MOTLEY BROOM: Is there a motion?

541 COUNCILWOMAN MCKENZIE: So moved.

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

543 COUNCILMAN GAY: Second.

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

545 COUNCILWOMAN MCKENZIE: Just my -- the -- the person that was on the Keep College
 546 Park Beautiful Board is no longer able to serve and Brandy Heard is just a wonderful person
 547 doing great things in our community, and I would just like to see her have that opportunity. I hear
 548 that she already has rolled her sleeves up and been working with Ms. Frances as well. So that's
 549 Brandy.

550 MAYOR MOTLEY BROOM: All right. All those in favor?

551 COUNCILMAN GAY: Aye.

552 COUNCILWOMAN MCKENZIE: Aye.

553 COUNCILMAN CARN: Aye.

554 COUNCILWOMAN ARNOLD: Aye.

555 MAYOR MOTLEY BROOM: That's unanimous.

556 **ACTION:** Councilwoman McKenzie motioned to appoint Brandy Heard to Keep College

557 Park Beautiful to represent Ward 1, seconded by Councilman Gay and motion
558 carried. (All Voted Yes)

559 DEPUTY CITY CLERK: 9C is removed.

560 MAYOR MOTLEY BROOM: So we're on to 9D.

561 DEPUTY CITY CLERK: 9D. Consideration of the action to approve the first amendment to the
562 memorandum agreement for an automated transit next -- network by and between the
563 Metropolitan Atlanta Rapid Transit Authority; Fulton County, Georgia; Clayton County, Georgia;
564 the City of College Park; the Atlanta South Community Improvement District; and the Atlanta
565 West Community Improvement District. This item is sponsored by Gerald McDowell, Executive
566 Director, Atlanta Airport Committee Event Improvement Districts.

567 MAYOR MOTLEY BROOM: Is there a motion?

568 COUNCILWOMAN MCKENZIE: So moved.

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

570 COUNCILMAN CARN: Second.

571 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Any discussion?

572 COUNCILMAN GAY: Is there anybody here for that?

573 MAYOR MOTLEY BROOM: Ms. Cannon is here.

574 COUNCILMAN GAY: So we can get a bit of information?

575 MAYOR MOTLEY BROOM: Ms. Cannon.

576 MS. CANNON: I didn't hear.

577 MAYOR MOTLEY BROOM: Councilmember Gay asked for additional information.

578 MS. CANNON: Oh. What information would you like, sir? Just what is the agreement about?
579 Okay. Basically, the agreement just out -- outlines the disbursement of funds. The agreement
580 was already approved by you all back in July of 2023.

581 COUNCILMAN GAY: Okay.

- 582 MAYOR MOTLEY BROOM: Councilmember Arnold.
- 583 COUNCILWOMAN ARNOLD: I -- I have one question. So the numbers that were inside of the
584 packet, are those the actual amount of the disbursement --
- 585 MS. CANNON: Yes.
- 586 COUNCILWOMAN ARNOLD: -- to the City of College Park, or is it --
- 587 MS. CANNON: No. There's nothing coming to the City.
- 588 COUNCILWOMAN ARNOLD: Oh. Okay. What were those amounts? I'm sorry.
- 589 MS. CANNON: So it -- it is \$13 million.
- 590 COUNCILWOMAN ARNOLD: Right.
- 591 MS. CANNON: 10 million is coming from MARTA for the actual pilot, and 3 million is coming
592 for the feasibility study.
- 593 COUNCILWOMAN ARNOLD: Okay. Got it.
- 594 MAYOR MOTLEY BROOM: Any further discussion? Hearing none, we'll move for a vote. All
595 those in favor?
- 596 COUNCILMAN GAY: Aye.
- 597 COUNCILWOMAN MCKENZIE: Aye.
- 598 COUNCILMAN CARN: Aye.
- 599 COUNCILWOMAN ARNOLD: Aye.
- 600 MAYOR MOTLEY BROOM: All right. That is unanimous.
- 601 **ACTION:** Councilwoman McKenzie motioned to approve the First Amendment to the
602 Memorandum of Agreement for an Automated Transit Network by and between
603 Metropolitan Atlanta Rapid Transit Authority, Fulton County, Georgia, Clayton
604 County, Georgia, the City of College Park, Georgia, The Airport South
605 Community Improvement District, and the Airport West Community Improvement
606 District, seconded by Councilman Carn and motion carried. (All Voted Yes)

- 607 MS. CANNON: Thank you.
- 608 DEPUTY CITY CLERK: City Attorney's report.
- 609 CITY ATTORNEY DENMARK: No report other than what was in the packet.
- 610 DEPUTY CITY CLERK: City Manager's report. Do you want me to show the condensed or the
611 full version?
- 612 CITY MANAGER ADEDIRAN: Yeah, the -- you know --
- 613 DEPUTY CITY CLERK: The short one?
- 614 CITY MANAGER ADEDIRAN: Yeah.
- 615 DEPUTY CITY CLERK: Please be on standby.
- 616 CITY MANAGER ADEDIRAN: And I like to -- I like three areas in the --
- 617 DEPUTY CITY CLERK: You can see?
- 618 MAYOR MOTLEY BROOM: It's October 10th. The one you just pulled up.
- 619 DEPUTY CITY CLERK: Oh. That's the one online.
- 620 MAYOR MOTLEY BROOM: Oh.
- 621 CITY MANAGER ADEDIRAN: Another one just came out today. 21st.
- 622 MR. BILL CRANE: That's the prior one.
- 623 DEPUTY CITY CLERK: I -- I -- I get it. Look. Where is it? It's not on the website.
- 624 MR. BILL CRANE: I'm not faulting. I'm just saying that's --
- 625 DEPUTY CITY CLERK: No, no, no, no. I know. Cameron, where is it? The new one. 21st.
- 626 MR. BILL CRANE: It's Edition 28, and it came out this morning.
- 627 CITY MANAGER ADEDIRAN: It came out, yeah. It came out.

628 MR. BILL CRANE: I've got it on my thumb drive.

629 DEPUTY CITY CLERK: One second. Technical difficulties.

630 MR. BILL CRANE: There's a lot of documents on that. Let me show you. That one.

631 DEPUTY CITY CLERK: This one?

632 MR. BILL CRANE: Uh-huh. The next one. Sorry.

633 DEPUTY CITY CLERK: Okay.

634 CITY MANAGER ADEDIRAN: Okay. I would like with this report to highlight three areas.
635 One, acknowledge parks and recreation for helping with the (indiscernible) over there at Conley
636 Recreation Center, and an area set aside for people to vote.

637 The second area is College Park Project Serve and that had to do with all the residents of City of
638 College Park that donated goods and Officer Gibson that was sent to help those that was affected
639 by the hurricane.

640 And the last one is our fire department emergency group. Chief Taylor been very, very active
641 with the -- where we both was trained by FEMA, and we've been working with GEMA and other
642 emergency areas that help out when we had the hurricane, and our city is ready.

643 Any act of God, you can never overcome, you know, any act of God. But we have mechanism in
644 place, you know, to be able to clean the streets and restore lights and water back to our residents.
645 So all the three areas are the areas I highlighted, you know, with this particular report. Thank
646 you.

647 DEPUTY CITY CLERK: All right. Next is Mayor-Council report.

648 MAYOR MOTLEY BROOM: So, Aerotropolis Atlanta did another bus program tour last week
649 to highlight some of the areas on the south side where people should develop and take a look at --
650 give a second look to -- to where they develop, and College Park was on that bus tour.

651 And I want to thank Aerotropolis for inviting me to highlight some of the great things that are
652 going on in our city and the -- the Six West Development in particular. We took a drive down
653 there and -- and talked a little bit more in depth about some of the things that are going on in
654 terms of development throughout the city.

655 So again, thank you to Aerotropolis for that opportunity. I want to reiterate Dr. Adediran's
656 comments about early voting at the Conley Recreation Center. You can check the hours for -- for
657 early voting, but you have ample opportunity to make sure that your voice is heard. It is a pivotal

658 election, and we want to make sure that everyone has access. And I've heard nothing but great
659 things about people who have been able to vote at Conley. That it's been easy, and it's a great
660 location and quite accessible for the entire public.

661 Thanks to the Atlanta Business League. For the third year in a row, I've been named one of the
662 100 Black Women of Influence in metro Atlanta. And I do not take that honor lightly and
663 appreciate the recognition. And I'm not going to steal all your thunder. I know you were there as
664 well, but I want to thank Providence -- Providence Baptist Church for a great fall festival.

665 I know you're probably going to bring it up, but they do a great job every single year and do
666 wonderful work. It was going on the same day as the Ward 4 Festival, which was also
667 phenomenal.

668 Thank you, Councilmember Gay, for all of your hard work in that. We talked a little bit about
669 trunk or treat coming up on Friday. It is a huge event. I know there's going to be plenty of candy.
670 That's important; right? To have plenty of candy. Everyone show up at the Wyatt Recreation
671 Center starting at five o'clock; is that right? I believe it's five. I believe it's five o'clock. Yes.

672 DEPUTY CITY CLERK: Six.

673 MAYOR MOTLEY BROOM: Okay. Six. Don't show up at five if you want candy. Show up at
674 six. But it is such a fun event and just a great time for the entire family. On Halloween, I know
675 that our public safety professionals are being -- are preparing to shut down Rugby Avenue.

676 I think that's happening around five o'clock. See, I got my time mixed up. But -- so everyone
677 who didn't get enough candy on the 25th come on the 31st because there'll be a lot of folks
678 handing out candy.

679 And I know that the Women's Club will be doing their annual Halloweenie and selling hot dogs
680 and chips for their fundraisers. And I'll be handing out a bunch of candy right behind there. So
681 come say hi. Looking forward to seeing everybody at both events. And if you check our
682 website, you will see that we have a citywide recycling -- curbside recycling survey up and
683 running, and we want your input on this pivotal matter. We have talked a lot about it for years.

684 We talked about it recently and -- I think it was a topic during my town hall a couple of weeks
685 ago, and there were some fairly strong opinions during the -- during that town hall but want to
686 make sure that we're getting all the data, and I know we'll come back and talk about recycling at a
687 meeting upcoming because it is something that absolutely impacts the entire community. I'm
688 looking forward to that discussion. So I think that's about all I have. Councilmember McKenzie.

689 DEPUTY CITY CLERK: Would you like to play the video first or talk?

690 COUNCILWOMAN MCKENZIE: Yes.

691 DEPUTY CITY CLERK: One second. Technically difficulties. One second.

692 (Video plays.)

693 This is Councilwoman Jamelle McKenzie coming to you with our Ward 1, October 21st report
694 and letting you know some of the things we've been up to.

695 I had the honor of serving as one of the keynote speakers for the Urban League of Greater
696 Atlanta's Young Professionals on yesterday. During this time, I discussed how we can mobilize
697 global movements for social change and thus shape the future through leadership.

698 This was amazing. Also, on October 11th, we celebrated the ribbon cutting and grand opening of
699 our newest business on Harvard: Liquefied. Want to shout out to Mayor Pro Tem Roderick Gay
700 for an amazing Citywide Festival. Job well done.

701 In addition, on Monday, we visited our newly acquired Flint River Headwaters property after
702 receiving reports that there were unhoused persons making their residence on the property.

703 In the metro Atlanta area alone, there are over 2,900 persons who are homeless. We need to
704 address this situation. On October 16th, I toured the Center for Diversion and Services with other
705 government officials.

706 This center, which will open in November, will be a much-needed resource for our officers
707 looking for an alternative for persons committing crimes who can benefit from needed services.
708 In addition, on last Thursday, we toured the Price Barbershop with the PHOAA Group.

709 Price Barbershop was established in 1957, along with the home that's adjacent. And these two
710 buildings are some of the only existing remnants of the original African American community in
711 College Park.

712 We're looking forward to continuing to do -- go through the restoration process for these
713 buildings and begin to unveil more of the history of the original African Americans in the City of
714 College Park.

715 After we left there, we visited what we believed to be the College View Hills Cemetery, which
716 dates back to the times of slavery. And we had along with us Dr. La'Neice Littleton of the
717 Atlanta History Center.

718 And we began to envision -- envision how we can restore this landmark that has been neglected
719 and desecrated. Also, our suicide prevention documentary is now online at oneward1.com. In
720 nine -- in 2022, there were 1624 suicides in Georgia.

721 And also the leading cause of death -- or the second leading cause of death for 24-year-olds in

722 Georgia is still suicide. I want to thank Dr. K., The Mind Doctor; Coach Edwards, Tavia Farmer,
723 and Frame88 for documenting this needed conversation.

724 If you or someone you know is dealing with suicidal ideation, please call the suicide line at 988.
725 Now, for some of our community announcements. Early voting has begun, and you can vote at
726 our Conley Recreation Center seven days of the week.

727 Your vote counts. Also, our annual trunk or treat and haunted house will be held at the Wyatt
728 Recreation Center on October 25th. Ward 1 announcements. Well, we've been doing some
729 amazing things.

730 We've got our sidewalks coming up on Fairway. Check them out, more to come. We're also
731 working on cleaning up the sidewalks on Main Street, along with addressing some trash and code
732 violations throughout Main Street all the way down past Walker.

733 And then we also want to look at some of the -- the trash issues, uneven sidewalks, and even
734 addressing more sidewalks as time goes, along with the trees. You know, we have several trees
735 that need a little tender loving care.

736 Our curbside recycling survey is now available on the College Park site. Check it out. We need
737 your input. And last, our community meeting will be held November 2nd at the Public Safety
738 building. This is Jamelle McKenzie, building a community that thrives.

739 (Video ends.)

740 MAYOR MOTLEY BROOM: Councilmember Arnold.

741 COUNCILWOMAN ARNOLD: Carn.

742 MAYOR MOTLEY BROOM: I'll get him-- I'll -- I'll handle -- I'll -- I'll --

743 COUNCILMAN CARN: (indiscernible)

744 MAYOR MOTLEY BROOM: -- I'll -- I'll get you when -- after everybody's done. I'll -- I'll go
745 with you, Councilmember Arnold. I'll go with folks in -- in person first.

746 COUNCILWOMAN ARNOLD: Okay. All right. So it's been a month since I've been able to
747 give an update. So it may take me a little longer than my allotted time. I hope that you all don't
748 mind, but I do have some things that -- some announcements and some updates I want to share.

749 First, I want to -- I want to express my extreme gratitude to the Ward 3 Thrivers: Sean Francis,
750 Sierra Car, Tracey Wyatt; to the Tau Epsilon Chapter of Alpha Kappa Alpha, Incorporated; to
751 Mega Faith Ministries; the Omicron Phi Brothers of Kappa Alpha Psi; and the Tracey Wyatt

752 Steppers; and our amazing recreation staff and police department for filling in -- filling in the gap
753 for me at the end of summer celebration on the 28th and the dinner and movie event at Princeton
754 Village on October 5th, as my family and I memorialized two of our family members over the
755 past month. I appreciate all of each and every that that reached out to us, and I appreciate the
756 prayers and support.

757 And although we had an amazing time at the end of year celebration, we had so much fun, and
758 we had kids out there having a great time. The food was great. The -- the purpose and the
759 overarching goal for that big event on the 28th was not necessarily for us to do something just for
760 free. The -- the ultimate goal was for us to register new voters, which we had more than 20 -- I
761 think it was in the upper twenties.

762 And I want to thank the Voters Education Department of Fulton County for their support in these
763 endeavors and helping us to get new individuals registered to vote. On September 18th, we held
764 a Ward 3 community ribbon cutting for the newly resurfaced tennis courts and added pickleball
765 lines to Zupp Park.

766 It was brought to my attention later that this was the first outdoor park in the city to have
767 pickleball lines added, and so that is another historic milestone for the city in which we should
768 celebrate. And I thank the recreation staff for the planning and leadership in making that a very
769 successful event.

770 On September 23rd, we were joined -- we were joined by the police department and our sister
771 cities in Clayton County for the We Are One Clayton Festival, where we learned about more
772 businesses and services that we can bring to our Ward 3 constituents.

773 And on the night of October 4th, we joined the police department -- I joined Police Chief Rogers
774 in a ride-along through the Ward to review the community's safety concerns and visualize the
775 newly implemented safety plan.

776 And I understand that there was also an initiative on Darby Road, where there was a -- a
777 roadblock where they took care of some business there, and I'm appreciative of that. And I thank
778 the Chief for her staff and her endeavors. And I just did make it back in enough time from my
779 work travel to participate in Providence's Fall Festival and the Ward 4 Citywide Festival. And I
780 was happy that I made it in time to spend some time at both events and to celebrate with my
781 colleagues.

782 And so now I'm going to move on to something that I'm looking forward to. And I know that my
783 colleagues are too. Happening in this chamber on November 4th, the governing body will
784 officially proclaim the City of College Park as a Purple Heart city.

785 We'll be joined by several of our legislative partners from both Fulton and Clayton Counties.
786 And as I've mentioned before in the past, this is a significant event for this city and for Clayton
787 County.

788 We are the last city in -- in Clayton County to adopt the proclamation, and so once we do,
789 Clayton County will become a Purple Heart County, and that's something to be celebrated.

790 And so -- and this too will be another historic moment for the City of College Park. Finally, I
791 want to close with a story about one of our -- one of the -- our youngest citizens that reminded me
792 of myself as a little girl.

793 On September 28th, when we had the end of summer celebration, there were several children that
794 came out and they participated in musical chairs. And there was this one little girl about five or
795 six years old, who joined in the game.

796 First time around, she -- she participated. She made it a couple of rounds. She lost, and she
797 cried. I mean, she boo-hooed. Second time, she -- we had a game, she went back in. She made
798 it a few round -- rounds. She lost again.

799 She cried. The third time -- and she -- she kept going. And she went back in the third time. She
800 didn't make it that long. She lost. She -- but she didn't cry at that time. Fourth time, she went
801 back in. She made it to the final four, but then she still lost, but she didn't cry.

802 The fifth time came around. She played. She didn't win. And then she -- she just kept playing
803 until we -- she finally had to leave with her family. And I -- you know, after everything was over,
804 I realized that even though she didn't win musical chairs, she did win a couple of life lessons.

805 And those lessons were about dedication and determination. So I was proud of this little girl, and
806 I was proud to present her with a special gift. This little member of our community, Ms. Zoe, --
807 who happens to be Dr. Chisolue's granddaughter -- met me here in City Hall to get a special gift
808 because I wanted to encourage her to continue to have that same determination as she grows into
809 her womanhood because she will come into many obstacles that will require her to continue to
810 have that same dedication and determination. No matter how hard life comes at her, but to
811 continue to strive for her. And I believe in this because as the song says, I believe the children
812 are our future. Thank you.

813 MAYOR MOTLEY BROOM: Thank you, Councilwoman Arnold. Councilman Gay.

814 COUNCILMAN GAY: Mayor, I don't know if I can follow these two young Councilmembers.
815 (indiscernible). I'll be very brief. Oh. The first thing I want to address while we still have some
816 audience is NextEra. So listen, oh, NextEra was Councilmember Ambrose Clay's project.

817 I didn't know anything about NextEra. He brought it before the Council. In fact, I'm the one who
818 challenged him on it for nearly a year. And I do believe he did a lot of due diligence making sure
819 that that was a safe project.

820 One thing I don't see -- which I stopped reading it -- but one thing I don't hear on some of the
821 social medias is someone said something about incentivized by the grant. So let's just be clear

822 about something.

823 The grant has never been received. The grant is going to Citizens Trust Bank. At least this is the
824 proposal. I've met with their leadership, and that grant is going to be put together -- a forgiveness
825 loan program to help our citizens with everything from third, fourth chance banking to start-up
826 loans, and -- but -- but more importantly, I get it. I -- I -- I'm an environmental. I -- I'm with it. I
827 -- I'm the one who talks about landfills in our community.

828 That's why you got Hartsfield Airport. It wasn't initially put here to become the biggest airport in
829 the world. It was dumped down here because that's where we live. Now, it's the biggest airport,
830 busiest airport.

831 But what is not being said is that NextEra without any tax incentive, that's approximately \$80
832 million in tax. \$80 million in tax. So that hasn't been said. That was not my math. That was our
833 financial consultant, Ed Walls with Jeffrey Piper, who's been here 30 years. So, continue to be
834 passionate about NextEra.

835 Continue to have your prejudice, your fears, but you cannot own your facts. Okay. The second
836 thing I want to talk about is the upcoming legislative -- 2024, '25 legislation. And I would like to
837 bring back to my colleagues an opportunity to sponsor the senior tax exemption with no income.

838 That's not a very expensive piece of legislation. I'm sure when the Governor sees it, he's going to
839 be, like, didn't I just sign this a couple years ago? And hopefully he'll sign it again, so the senior
840 tax exemption, we hope will be back on the Governor's desk.

841 And I ask our legislators to sponsor it, and I ask our lobbyists to add it to their agenda. That's
842 extremely important because this city has had a culture for years, and it's not bad. It's not unique
843 to College Park, but it has had a culture of selling people's tax liens.

844 And when you sell someone's tax liens, it's bided to the highest bidder. So if you owe \$500 and
845 some investor come here and buy your tax lien for 60,000, you'd be, like, well, why would
846 somebody pay \$60,000 for several hundred dollars in tax?

847 But a lot of these homes -- at least in my ward, these people own these homes. They're paid for.
848 And sometimes they have equity up to two, three hundred thousand dollars. So for an investor to
849 buy -- so what happens is state law requires you to have a right of redemption.

850 You have that right. But in the case of College Park and other cities that do that, they can't find
851 that \$60,000. So the investor keeps the house. The family gets the 60,000, but they just lost their
852 equity, their generational wealth.

853 And so that's why the tax exemption is so important to me and hope -- hopefully others. I want to
854 talk a little bit about the festival. It was an amazing event, but it's not about me. What I want to
855 say about the festival is two things.

856 One, the festival was created because we used to have an event called City Fest. City Fest was
857 sponsored by the gentleman who sat in this chair, the Late Councilman Phillips and Councilman
858 Phillips used to have amazing City Fest.

859 I -- I saw Al Jarreau. I saw B.B. King, and he had a \$70,000 budget. So what's that got to do
860 with the festival? So what happened is: years ago I couldn't get a budget for a festival. The
861 body that sat here did not sponsor it.

862 So what I -- what my family did, we went out and we raised money for the festival. And it
863 started small and small, and it got bigger and bigger. And then finally we got a Council that
864 supported the festival, and it became a citywide event with -- with -- with sponsorship.

865 But the reason why we have that festival is an example of what it looks like when there's
866 opposition. You know, instead of casting fear and hate, just deal with it and watch how change
867 can give you a better outcome.

868 So that's -- but that's not really what I want to say about the festival. Why it was such an amazing
869 event is because for the first time since I've done the festival has every employee from Deputy
870 Clerk, building of grounds, City Manager, City Attorney, my colleagues. I've never seen any
871 event where every individual -- Terrance. Every individual had their own ownership.

872 I looked in their faces. Everybody took ownership, and to me, to have something where
873 everybody take ownership, that's -- that's really what this is about. So it wasn't even about it --
874 just -- so I'm looking forward to the 51st annual festival.

875 My son will be 68, and hopefully he'll carry it on. A couple final things. Listen, my wife, First
876 Lady, Pamela Gay, Ward 4, entered a contest called Fabulous Over 40. I thought she was being
877 vain. I thought she was just being vain.

878 And I didn't take it serious. I did not. And she just continued to say, I need you to help me with
879 social media. I need you to -- just went on and on for weeks -- my son. So finally, I actually read
880 it.

881 And what I didn't realize is that actually it's a breast cancer awareness that raises money for
882 breast cancer awareness. So it's not even about the -- the pageant person. It's just some very
883 unique way that women around the country comes together and bring awareness in different,
884 unique ways.

885 And I hope -- and I'm saying this to my wife -- out of all of this cancer month, I hope ladies, you
886 do go get your mammogram. That you do get your physicals because it would have been a
887 shame if we had done all this, and you don't get your doctor's appointment.

888 So just Fab -- it's called Fab Over 40. Fab Over 40. You just Google it, and you vote for Pamela
889 Gay, and we'll see how it goes. I think I've covered them all. Mayor, just to make sure -- I got

890 one other thing. I learned not to brag up here.

891 See, when you brag up here, two things going to happen: somebody going to try and shut it
892 down or somebody going to copy it. So I told the public works. I said, listen, don't go tell --
893 don't brag, okay? Just don't brag.

894 Because if you brag, they going to have you doing the same thing you do, it's complicated. We're
895 not going to tell them, but I got to tell you that. There's a mural in Ward 4, that -- I found this
896 amazing muralist at the bicycle -- you call it --

897 DEPUTY CITY CLERK: Spin District.

898 COUNCILMAN GAY: Spin District. Amazing muralist. And what she did -- what we
899 commissioned her to do was to paint a portrait -- this lady's a portrait artist. I mean, really nice
900 stuff. Rembrandt kind of stuff.

901 So she painted a portrait of about 40 people that I have had the pleasure or displeasure over the
902 last -- since I -- since I've lived here. And -- and they're featured posthumously. Greats like Walt
903 Bellamy.

904 We have some very prominent people. We had some ordinary people who just made tremendous
905 contributions. So if anybody on Herschel Road, please go by and check the mural out.

906 And then there's the present. You have city workers that live in Ward 4, and then at the end,
907 that's what's called the future. And the future are these kids -- kids that live in our ward: a pilot,
908 a news reporter, a news owner. Just great kids that you never would've known.

909 And I welcome you all to go by and check the mural out. That's all I have, Mayor.

910 MAYOR MOTLEY BROOM: Thank you, sir. Councilmember Carn.

911 COUNCILMAN CARN: Okay. Thank you so much. Couple of things. We are working on
912 repair to Willis Park, I do believe, City Manager; correct?

913 CITY MANAGER ADEDIRAN: Yes, sir. Yes, sir.

914 COUNCILMAN CARN: Okay. Well, hopefully that's coming along well. I'll be returning in a
915 few days. Our economic development trip here is going very well, very successfully.

916 We've had full days every day with meetings with different corporate enterprises, as well as the
917 Chambers of Commerce here in the South Indian region. We will be heading over to Qatar
918 tomorrow for further meetings.

919 We had many, many industrial businesses in particular. We had a set of businesses from the
920 Chamber of Commerce that were very, very interested in coming into the United States. Three of
921 them were planning on incorporating in Delaware, obviously due to the -- the tax advantages.

922 After the presentation from Georgia, from Fulton County, as well as from the City of College
923 Park, those three entities now are recalling and making a new decision in terms of not
924 incorporating in Delaware and coming to the state of Georgia, to Fulton County to look at
925 opportunities here.

926 So this is a big deal for us, and it's making a big difference. Back on the home front,
927 Councilwoman Arnold, condolences on your family's loss. Keep strong and God bless.

928 COUNCILWOMAN ARNOLD: Thank you.

929 COUNCILMAN CARN: You're welcome. Also, I don't think I have a Zoom link to the
930 executive session. I looked for one. I didn't see one, but if someone could just send me that
931 again. I understand that's a separate Zoom link.

932 So if someone can send me that, so I could be onboard for the executive session. Let's see what
933 else here. Code enforcement. There's going to be a need probably to double the efforts and the
934 strength of code enforcement if we're going to truly clean up this city like I believe we want to do
935 and are committed to do.

936 I understand that we do have a considerable amount of unspent personnel funds, City Manager,
937 that I want us to look at adding on -- if we need to add on to staff. And it may not be the need for
938 permanent add-on staff, but possibly for a year or two to get this job done. We're going to need a
939 few more soldiers.

940 I believe in code enforcement, and I believe we do have some funds that can be transferred from
941 a personnel perspective. You being the official permanent city manager and our city leader here,
942 this is something that you can work on and make happen probably in house.

943 But I want us to definitely look at that and work towards that. I understand that the early voting
944 numbers are coming in strong according to Fulton County who is along on this trip with us as
945 well. So we want to make sure we encourage all of our residents.

946 It's not on the city website. It's not on the CPTV, College Park television to remind folks not only
947 about early voting, but Election Day coming up here very, very quickly here. So we want to
948 make sure that we're working towards that.

949 The last thing I, kind of, want to talk about is essentially, you know, traveling abroad or, kind of,
950 on city businesses as I do from time to time. It does afford you some perspective in regards to
951 our issues and our challenges locally. And two days ago, you know, I had -- I guess you call it an
952 epiphany.

953 And that was the realization that we can change the direction of our city in the instant of a
954 decision to simply move in another direction. We can actually do that tonight if we so desire.
955 Again, perspective is something else, and we're such a small speck in terms of on the scale of the
956 world and world cities.

957 We need to make a decision to not be consumed by our petty differences, and they are very petty
958 at the end of the day in the big scheme of things, I do believe. So I'm -- I'm making a proposal
959 here because taking action is the only thing that makes change happen and gets things done.

960 So I would like to take action to get some things done. I think in the spirit of working together as
961 a team. As a team, I would ask the Mayor to sit down with the City Council and City Manager in
962 mediation or arbitration or whatever you want to call it, to settle all lawsuits and all legal disputes
963 between Mayor Motley Broom and the City of College Park; and, City Attorney, to be clear, I'm
964 making a motion right here, right now.

965 This is my motion. It is to ask Mayor Motley Broom to exercise her leadership and to agree to
966 settle these lawsuits and legal disputes that we may have. And that is my motion, and I'd like us
967 to take a vote on it because I believe we are committed to settling things, and it does take some
968 leadership, and I think we all want to settle things and work things out. So that is my motion
969 again, that we ask Mayor Motley Broom to exercise her leadership to agree to settle all lawsuits
970 and legal disputes between the Mayor and the City of College Park.

971 MAYOR MOTLEY BROOM: This is a really good publicity stunt.

972 COUNCILMAN CARN: Well, this is no publicity stunt. This is sincere effort to move forward,
973 and I think that we're all ready to move forward. It does take leadership, and may I say truly that
974 you do have the best interests at heart for this city, but I think we all should move beyond our
975 personal issues and move forward with what's best for the city.

976 I made a motion, and that is my motion, and I hope to get support for the ask, so that we can try
977 to move forward, but we have to make an effort to try. And I'm officially making an effort to try,
978 so we can end this and move forward. We have so many great, right things that we need to do,
979 and we're encumbered again by small issues that I think we can settle pretty quickly. Sit down in
980 the room, lock those doors, and get it resolved.

981 MAYOR MOTLEY BROOM: Council Member, my attorney's already communicated with
982 Nelson Mullins earlier today, and I think that this would be something that would be more
983 appropriately handled not in public to try to force me to mediate.

984 COUNCILMAN CARN: Mayor, I wouldn't dare try to force you to do anything --

985 MAYOR MOTLEY BROOM: That's exactly what you're trying to do right now.

986 COUNCILMEN CARN: If I could just finish. Let's get to my comment --

- 987 MAYOR MOTLEY BROOM: I'm sorry --
- 988 COUNCILMAN CARN: This is something that I believe must be done --
- 989 MAYOR MOTLEY BROOM: Council Member, hold on one second --
- 990 COUNCILMAN CARN: -- in public --
- 991 MAYOR MOTLEY BROOM: -- Council Member. Council Member --
- 992 COUNCILMAN CARN: -- this is a public issue, and I do believe public -- you need to work
993 together to try to resolve this public issue. And again, I have a -- I'm making a motion. I am
994 making a motion that we ask Mayor Motley Broom to exercise her leadership and to agree to
995 settle -- to work to settle all lawsuits.
- 996 MAYOR MOTLEY BROOM: Council Member --
- 997 COUNCILMAN CARN: And I think we can all work together and get it resolved. I'm speaking
998 to the City Attorney and City Manager in particular.
- 999 MAYOR MOTLEY BROOM: Well, I -- I'm presiding --
- 1000 COUNCILMAN CARN: That is my motion.
- 1001 MAYOR MOTLEY BROOM: I run the meeting. So I appreciate the -- the direction towards the
1002 two of them, but I would ask you to direct your comments toward me as I'm the presiding officer.
1003 I would make the suggestion that a good faith effort would be to repeal -- would be to repeal
1004 Ordinance 2024-01. Could I -- could I --
- 1005 COUNCILMAN CARN: Mayor, that's my --
- 1006 MAYOR MOTLEY BROOM: -- could I suggest you amend your -- could I suggest --
- 1007 COUNCILMAN CARN: I have made a motion. That is my motion.
- 1008 MAYOR MOTLEY BROOM: -- you amend your --Sir. Sir, could I suggest that you amend your
1009 motion to repeal 2024-01 --
- 1010 COUNCILMAN CARN: That is my motion. This is my motion. And again, my motion is that
1011 we ask Mayor Motley Broom to exercise the leadership to settle all lawsuits and legal disputes
1012 for this city. And I think we can get it done --

- 1013 MAYOR MOTLEY BROOM: Sir, you do not have the authority.
- 1014 COUNCILMAN CARN: That's something that we can do and work together to do. That is my
1015 motion, and I am making that motion again.
- 1016 MAYOR MOTLEY BROOM: Sir, you don't have the authority to instruct me to settle a lawsuit
1017 right --
- 1018 COUNCILMAN CARN: I'm not instructing you to do anything. I am simply asking -- City
1019 Attorney, this is my motion. I've stated my motion three different times, and I make that motion.
- 1020 MAYOR MOTLEY BROOM: And the motion is to -- Madam Clerk?
- 1021 DEPUTY CITY CLERK: Councilman Carn motion to ask Mayor Motley Broom to exercise
1022 leadership and to agree to settle -- or work to settle all legal disputes between Mayor Motley
1023 Broom and the City of College Park. Am I correct, Councilman Carn?
- 1024 COUNCILMAN CARN: That is correct.
- 1025 DEPUTY CITY CLERK: Thank you.
- 1026 MAYOR MOTLEY BROOM: Is there a second?
- 1027 COUNCILWOMAN MCKENZIE: Second
- 1028 MAYOR MOTLEY BROOM: Of course, there is. Any further discussion?
- 1029 COUNCILWOMAN MCKENZIE: Yeah. I -- I mean, I -- I -- I -- I heard you say this was a
1030 publicity stunt, but I think it's a -- based on what -- I mean, we can always be negative and -- and
1031 try to brush off or -- or -- or we use the word gaslight to change the intention. I am listening to
1032 what Councilman Carn said. I'm also listening to what I've heard several citizens say, even on
1033 this evening. This -- what we're experiencing as a city is not good for our city. We've got to find
1034 a way to -- to come together.
- 1035 And we are all leaders, and everybody has their own feelings, but the City of College Park -- and
1036 I've said this several, several times, and I'm not -- I have not conferred with Councilman Carn
1037 about this ahead of time.
- 1038 This is my first time hearing this. Whether people believe it or not, but I think that it's wisdom.
1039 It's how much more do we want to continue this -- this charade?
- 1040 I've heard citizens come to me and they said to me, Councilwoman McKenzie -- people who
1041 were dead against me because they were believing stuff that wasn't true -- said, I'm tired. I'm

1042 exhausted, the pettiness. People are hurt because their city is being sued over and over again by
1043 leadership.

1044 And I think we need to be big enough to say, hey, let's stop this. Let's stop spending city money,
1045 and let's move forward. We have all been elected to do a job, and the job that we are doing is
1046 according to the charter, and we've just got to get out of our own way.

1047 So I think this is wonderful. I think that we have the skills here. We have the -- we have amazing
1048 people sitting up here right now. And, you know, I -- I think that our mayor is one of the most
1049 brilliant people that I've met in my life.

1050 She's, you know, she's a -- I -- I won't speak to her directly, I want to speak to the people. She's a
1051 mediator. This woman has been a judge, an attorney. And we can't use -- we -- we -- we got to
1052 stop using legal methods to change things that we could just simply talk about. Talk about.

1053 So, like I said -- and I'm hearing from the community, can't we just settle this? Can't we just
1054 move forward? Can't we get out of our way? Can't we just stop being so petty? Because when
1055 you look at what the stuff is that's going on in our community, it's petty.

1056 I don't like her, so I'm just going to be mean. I don't agree with this, so I'm going to do this. But
1057 at the end of the day, look at what College Park has been able to accomplish as a city in the last
1058 10 months.

1059 We don't have people stealing money and doing all kinds of outrageous, corrupt things that you
1060 see in certain -- in some -- in other governments. We are in the news because we simply just
1061 don't want to cooperate.

1062 And I think it's time to just put on our big girl panties, our big boy britches and say, let's move
1063 forward. Let's do this for the City of College Park. So yes, that's my discussion. My discussion
1064 is, no, we can't make anyone do it.

1065 But I think it's time for us to really consider this to everyone. Everyone that's listening, aren't you
1066 tired? Aren't you tired? This is a no win, everybody. I heard somebody say, oh, we're going to
1067 take the city down like the Titanic.

1068 Well, the Titanic is still under water. There's no good that can come out of us continuing to
1069 pursue legal matters and to argue with each other. I -- I'm not tired because I'm being positive.
1070 I'm just hopeful.

1071 I'm hopeful that we can move forward, we can get out of our way. And I'm finished. I'm going to
1072 stop because I can talk about this because I happen to be one of the persons in this city that is
1073 being attacked with frivolous lawsuit recall.

1074 Because we have learned, even as citizens -- our citizens now are saying, let's handle anything
1075 that we don't like through a lawsuit. Instead of sitting down with your council member and
1076 saying, hey, I don't like what you did.

1077 Will you listen to me, and let's change it. But because the leadership started this foolishness, now
1078 our citizens are falling in line, and we need to just stop it, and move forward, and do what's right
1079 by the City of College Park.

1080 MAYOR MOTLEY BROOM: It's really good in public. It's really good in public.

1081 COUNCILMAN GAY: You're supposed to ask if there is any more discussion.

1082 MAYOR MOTLEY BROOM: I've got some. It's really good in public. In private, folks are
1083 calling names and can't even have a conversation without saying things like, don't -- don't you cut
1084 me off, little girl.

1085 There's only one little girl to whom -- who -- who I belong to, and that is Dorothy. That's my
1086 mom. We can talk about all the accolades and -- and -- and say how great folks are, but the last
1087 time we talked on the phone, you said, don't you cut me off, little girl.

1088 And I did hang up on you because I don't deserve to be treated that way, period. You can talk
1089 about all the respect you have for me in public and then say that you know that I'm brown on the
1090 outside, but you're not sure what's -- what's inside.

1091 When you're sworn under oath. You can talk about Council Members that may have momma or
1092 daddy issues or grandmomma issues. We got to be real here. We all have to show leadership.

1093 My attorney sent a note to Nelson Mullins today because I sat for three hours trying to defend
1094 myself against allegations that I've created a hostile work environment because I've asked
1095 questions on behalf of the residents of this city.

1096 I will keep on asking questions on behalf of the residents of this city. That is my job. My job is
1097 to advocate for the residents of this city. When we look back on some of the things that have
1098 gone on this year, there's a clear reason why some folks don't want me to speak.

1099 It's not because the charter changed and then it went from a strong mayor to a weak mayor. The
1100 charter hasn't changed. The language hasn't changed. What people are telling you is that I've
1101 somehow co-opted this in a way that is unbecoming of the office.

1102 The reality is, when my colleagues were not in meetings close to this time last year, they were
1103 talking about how they could roll out things to limit my ability to serve you, including Ordinance
1104 2024-01.

1105 It could be repealed tonight, just like Councilmember Carn said. We could change things in the
1106 blink of an eye. I could be granted the same ability to speak and not have to fight to ask
1107 questions such as, have we looked at all of the options for payment service providers for your
1108 utility bills?

1109 But somehow that's being obstinate. Somehow, that is something that has allowed us to be in a
1110 space where we can't -- I mean, we sit up here -- and I have to tell you that we talk about the
1111 Civility Pledge.

1112 The second sentence of that is that our collective decisions will be better when differing views
1113 have had the opportunity to be fully vetted and considered. Say that every time. Say it every
1114 time. Just because my view may be different than my colleagues, doesn't mean that you shouldn't
1115 hear it because I'm the only one who has to knock at every door.

1116 We all think collectively. We all do our best to represent this community. I will never stop
1117 representing this community, but these types of stunts don't move us forward.

1118 I've already said earlier today that I'm willing to mediate. Putting a motion where you're
1119 gaslighting and saying, I need to show leadership in a space in which, unfortunately, some of the
1120 moves that have been made by my colleagues have sought to undermine my leadership.

1121 When all we're trying to do is serve this community. I want to work with everybody on this
1122 space, but I want to do so in a space of respect, where we respect each other for the titles that we
1123 have earned.

1124 I will not put myself in a space where someone regards me as "little girl." I'm not there, and I
1125 refuse. I won't be in a space where I'm told to behave like a kindergartener. I won't be in a space
1126 where for some reason my -- my very being as a woman is a problem sitting in this seat, because
1127 that's not my problem.

1128 It's not. I'll continue to advocate for this community because it is a fantastic community. I want
1129 to get through these issues, and I think the first step in that is repealing 2024-01 because I think
1130 it's in the best interest of our city. I think it's a good faith effort on the part of this body to make
1131 sure that our collective decisions are best because differing views will have the opportunity to be
1132 vetted and considered.

1133 We don't need to fight. We don't need to fight over this at all. (Inaudible) got to speak. He got to
1134 say his -- his mind.

1135 It's not a strong mayor system for someone to speak, and that has been the fallacy that's been
1136 promoted throughout this community, and I would encourage all of you read our charter,
1137 understand what it says, and understand the difference between the charter and ordinances.
1138 Ordinances can be enacted. They can be repealed.

1139 We can work together. We can start right now. Somebody can make that motion to repeal 2024-
1140 01. I would love to see that level of leadership in this -- in this community, and on this space.
1141 Any further discussion?

1142 COUNCILMAN GAY: Yes. Since we, I -- I didn't think this was going to -- I didn't think y'all
1143 was going to let us get out of here. I just knew something was going to happen. I knew it was
1144 going happen. I knew it. I have a couple things to say.

1145 If you go to my office, you -- anybody is welcome to go to my office. I invite you to go in my
1146 office. Mr. Harris can show you in my office. On the wall is this big old picture in my office.
1147 Has anybody out there been in my office?

1148 Show of hands. Okay. Two people. That's it. Lance, you've never been in my office? Okay.
1149 Ms. Johnson? In my office is a picture. You've been in there; right? It's the Jamestown
1150 Shopping Center.

1151 When -- and this is related to what she just said. When -- when I got elected, I felt the Ward 4
1152 was so blighted, I ain't even want to come home. So one of the things I did was when the Mayor
1153 and -- and -- and Tracie and Joe and -- and Ambrose decided they going to go down there and
1154 take \$10 million out the account, Dr. (indiscernible) came down and spoke on behalf of them. He
1155 supported them.

1156 John Duke had a little group, and it had Speak Up College Park in it. Long story short, it wasn't
1157 no public comment, no Speak Up College Park, no reporters. They just went and got a \$10
1158 million check, right. Not 50,000 for the festival.

1159 Not -- \$10 million check out the general fund. The general fund. Gave it to some -- some
1160 builders to build the arena. Beautiful arena. Beautiful.

1161 I said, guys, Joe, you got over 3000 people of color in your Ward, females at or below poverty in
1162 Title I schools. I said, Joe, you are over all apartments, female head of households at or below
1163 poverty, all on free lunch.

1164 No hardly men in the home. I said, Joe, look, let me add \$20 million to that \$45 million you
1165 about to spend on the arena. First of all, I said, put the arena across the street and Six West. Shut
1166 up. Okay.

1167 Second thing I says, let's build a community center, Joe. So here's my point. The Council
1168 Member makes a motion for any of you. And I'm saying this, I'm saying this. I'm -- I'm -- I'm--
1169 I'm playing high now.

1170 I bet you, I couldn't get a motion from him to build that community center for y'all. And so
1171 what's my point? I had this conversation this morning with, Steven, an hour on the phone. I
1172 questioned all of y'all motives.

1173 You know what my son told me? He said, dad, you got the fakest job. He said, it is so fake. And
1174 what I mean by that is all of y'all have a lot that you need to prove. And I'm not going to call you
1175 out. Mayor, you threw a man out his house.

1176 You live in a man's house that you fired. Terrance Moore. That man cried in my office. I said,
1177 brother, the day will come when you'll look back, and you'll be glad that this happened to you.

1178 That man married, his two boys in college. You live in his house. You put your hand in his face.
1179 You said I got four votes, and that ain't hearsay. Two. Carn, you give me a vote on what matters.

1180 When Councilman Carn didn't get reelected in Fulton County, he came to my brother's funeral
1181 and he says, let's talk. He says, man, what -- what -- what do I need to do to get your support,
1182 Councilman Gay?

1183 He said -- I went over to Club E together. I brought him on to City Hall. I said, Joe, I'm going to
1184 welcome you back, because that Derrick Taylor, she done got him. And he -- he -- he -- he done.
1185 He won't vote for nothing.

1186 He -- he's just done. So I say, I don't have a choice. It's either, like, Trump or -- or -- or Kamela.
1187 You got a two choices. So I said, Joe, he says, man, what you want? I said, Joe, how about the
1188 18 acres? He said that's all you want?

1189 I said, give me 18 acres. Now, when (indiscernible) was living and he asked me to help him run.
1190 He asked me, what do I need to do to get his support? What do he need to do?

1191 And I said -- he says, well, you want to put the park in your ward? I said, sure. And the man
1192 didn't change -- he did not. He did not change. He was a man of his word. That's why I put his
1193 name -- Miss -- who is that? With her head on her face? Ms. Dent. Listen, that's not Ms. Dent,
1194 okay. So why I'm saying this to you is because -- it may sound funny, but we going to stop this
1195 tonight. This going to stop tonight.

1196 So what I'm saying to you is give a motion for what matters. There was no reason to talk from
1197 any -- to ask somebody to drop a lawsuit, when we know that everybody got a right to sue. I'd
1198 rather you sue than to take a gun out and kill somebody.

1199 MAYOR MOTLEY BROOM: That's not the alternative. That's not -- let's not, nope.

1200 COUNCILMAN GAY: So I got the floor, Mayor. The point is: I welcome litigation. It is a civil
1201 way to resolve disputes. That's why we got the courts. Hell, I sued them for never being Mayor
1202 Pro Tem.

1203 Never. Never. Ten years. Never. Nobody spoke out of my behalf. Nobody defended me. No
1204 Speak Up College Park. No mayor. Ten years. And they can't wait to become Mayor Pro Tem.

- 1205 They -- they can't -- December can't come quick enough.
- 1206 So I'm going to sum it up because I know I'm, kind of, rambling. But what I'm saying is: y'all
1207 need to stop this. Councilwoman Arnold, as much as I love you, you are not a victim. I mean,
1208 well down here, McKenzie, you are not a victim.
- 1209 You won fair and square. Okay. Enough already, enough. You got the power. Use it
1210 respectfully. Stop it already. And I'm going to end by tonight by saying we need to get along, but
1211 if we don't, so what.
- 1212 I want my community center, Joe. And I would like for you to honor that because I was telling
1213 somebody this morning, what is happening in my lifetime? What is -- what is -- would they
1214 actually in their heart vote?
- 1215 Would you vote for it, Councilmember Arnold? I mean, I keep calling you Arnold. But my point
1216 is -- my point is -- my point is I'm not going to sit up here for all these years and listen to y'all
1217 back and forth. I can do that at home.
- 1218 I'm not going to back and forth with y'all. Let's move on. Let her keep her lawsuit. You keep it.
1219 In fact, file another one, and let the judges deal with it. And -- and that's -- that's all I got for
1220 discussion. Joe. You got some rebuttal?
- 1221 COUNCILMAN CARN: I just think it's time for us to move forward and move on, move
1222 forward together. And I think we get this done. I think it's time, College Park. Let's get it done.
- 1223 MAYOR MOTLEY BROOM: All those in favor? All those opposing?
- 1224 COUNCILMAN GAY: No.
- 1225 COUNCILWOMAN ARNOLD: No.
- 1226 MAYOR MOTLEY BROOM: Councilmember McKenzie, what's your vote?
- 1227 COUNCILMAN CARN: Aye.
- 1228 MAYOR MOTLEY BROOM: Councilmember Carn. What is your vote?
- 1229 COUNCILMAN CARN: I'm in favor.
- 1230 MAYOR MOTLEY BROOM: Councilmember McKenzie,
- 1231 COUNCILWOMAN MCKENZIE: I'm abstaining.

1232 MAYOR MOTLEY BROOM: The motion fails. Councilmember Carn in favor.
 1233 Councilmember Arnold and Councilmember Gay opposed. Councilmember McKenzie
 1234 abstained. Is there a motion?

1235 ACTION: Councilman Carn motioned to ask Mayor Motley Broom to exercise her
 1236 leadership to either settle or work to settle all lawsuits and disputes between
 1237 Mayor Motley Brom and the City of College Park, seconded by Councilwoman
 1238 McKenzie, Councilman Carn voted in favor, Councilman Gay and Councilwoman
 1239 Arnold voted in opposition and Councilwoman McKenzie abstained, and motion
 1240 failed.

1241 MAYOR MOTLEY BROOM: A motion to adjourn to executive session?

1242 COUNCILMAN GAY: So moved.

1243 MAYOR MOTLEY BROOM: For the purposes of?

1244 COUNCILMAN GAY: Personnel.

1245 MAYOR MOTLEY BROOM: All right. Is there a second?

1246 COUNCILMAN CARN: Second.

1247 MAYOR MOTLEY BROOM: Thank you, Councilmember Carn. Any discussion? Hearing
 1248 none, we'll move to a vote. All those in favor?

1249 COUNCILMAN GAY: Aye.

1250 COUNCILWOMAN MCKENZIE: Aye.

1251 COUNCILMAN CARN: Aye.

1252 COUNCILWOMAN ARNOLD: Aye.

1253 MAYOR MOTLEY BROOM: That's unanimous.

1254 ACTION: Councilman Gay motioned to go into Executive Session, seconded by
 1255 Councilman Carn, and the motion carried. (All voted Yes.)

1256 *Councilman Carn did not return to ZOOM*

1257 **ACTION:** Councilman Gay motioned to exit Executive Session, seconded by Councilwoman
1258 McKenzie and motion carried by those present.

1259 **ACTION:** Councilman Gay motioned to approve the Executive Session minutes dated
1260 October 21, 2024, seconded by Councilwoman McKenzie and motion carried by
1261 those present.

1262 **ACTION:** Councilman Gay motioned to approve a \$3,000 housing allowance for the City
1263 Manager, seconded by Councilwoman McKenzie, Councilwoman McKenzie and
1264 Councilman Gay voted in favor, Councilwoman Arnold opposed, and motion
1265 carried by those present.

1266 The meeting adjourned at 9:36 p.m.

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CITY OF COLLEGE PARK

1270

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1272

Bianca Motley Broom, Mayor

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1276

1277 **ATTEST:**

1278

1279

1280

Queenie Brown, Deputy City Clerk

1281

1282



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

DOC ID: 11486

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 24, 2024

TITLE: Introduction of New Employees - October 2024

Prepared by: Emmie Niethammer
Department Director: Rose Stewart, Human Resources and Risk Management Director

Review:

Emmie Niethammer Completed 09/30/2024 11:39 AM

City Clerk Completed 09/30/2024 11:40 AM

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



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

DOC ID: 11553

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Employee All-Star of the Month Recognition

RECOMMENDATION:

To recognize employees that exhibit the City of College Park's CORE Values.

BACKGROUND:

Service Recognition will be presented to the following employees:

Employee All-Star of the Month for October 2024

Derrick Johnson - City Clerk Office

BUDGETED ITEM:

This is a budgeted item.

STRATEGIC CONNECTION:

This agenda item supports Strategic Goal V: Governance and Customer Service - "Encourage National, State, Regional, and interdepartmental collaborations that result in innovative and cost-effective approaches to exceptional service delivery. Additionally, the Office of Human Resources and Risk Management provides service by promoting the concept that our employees are our most valuable resource and will be treated as such.

Prepared by: Queenie Brown

Department Director: Rose Stewart, Human Resources and Risk Management
Director

Review:

Queenie Brown	Completed	10/29/2024 4:07 PM
City Clerk	Completed	10/29/2024 4:07 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



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

DOC ID: 11547

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Unity Day Proclamation

Attachments

Proclamation- Unity Day (DOCX)

Prepared by: Queenie Brown
Department Director: Queenie Brown, Deputy City Clerk

Review:

Queenie Brown Completed 10/29/2024 4:25 PM

City Clerk Completed 10/29/2024 4:25 PM

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



City of College Park
Proclamation
Recognizing
Unity Day

WHEREAS: Designating Thursday, December 26, 2024, as Unity Day in the City of College Park.

WHEREAS: the City of College Park stands as a vibrant community characterized by its diversity, rich traditions, and collective resilience; and

WHEREAS: our strength lies in the unity of all individuals, regardless of race, ethnicity, religion, or background, fostering a sense of belonging inclusiveness; and

WHEREAS: the spirit of solidarity and togetherness promotes understanding, compassion, cooperation, love, and respect among our residents; and

WHEREAS: United Action for the Advancement of Humanity, Inc which empowers females, enlightens males and fosters racial unity has championed efforts to enhance and promote unity and cooperation within our community; and

WHEREAS: recognizing a designated day focused on unity serves as a powerful reminder of our shared concerns, desires, values and the importance of working together for a common purpose and the fulfillment of those concerns, desires, values.

BE IT FURTHER RESOLVED: Let this proclamation inspire all members of our community to participate in prayer, walk in unison, celebrate our diverse outlook and embrace the shared commitment to connectivity, reconciliation, restoration and unity that will strengthen us all in the City of College Park.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council and the Mayor of the City of College Park does hereby proclaim Thursday, December 26, 2024, as Unity Day in College Park.

Unity Day

PROCLAIMED THIS 26th DAY OF December 2024.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Jamelle McKenzie, Councilwoman

Joe Carn, Councilman

Tracie Arnold, Councilwoman

Roderick D. Gay, Councilman

ATTEST:

Queenie Brown, Deputy City Clerk



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

DOC ID: 11548

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Judge Thelma Wyatt Cummings Moore

Attachments

Thelma Wyatt Proclamation (DOCX)

Prepared by: Queenie Brown
Department Director: Queenie Brown, Deputy City Clerk

Review:

Queenie Brown Completed 10/29/2024 4:23 PM

City Clerk Completed 10/29/2024 4:23 PM

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



City of College Park
Proclamation
Recognizing Thelma Wyatt
Cummons Moore

WHEREAS: Thelma Wyatt Cummons Moore has dedicated her distinguished career to the practice of law, serving the residents of College Park and beyond with integrity, compassion, and a deep commitment to justice; and

WHEREAS: Judge Moore has been a prominent figure in the City of College Park community establishing her law practice on Main Street, where she has served clients and upheld the highest standards of legal professionalism for many years; and

WHEREAS: Through her exceptional legal acumen, community involvement, and mentorship, Thelma Wyatt Cummons Moore has made significant contributions to the advancement of law and civil rights, inspiring countless individuals and fostering a stronger, more just community; and

WHEREAS: her practice has become a respected institution on Main Street, contributing to the cultural and economic vitality of College Park and serving as a beacon of Leadership and service; and

WHEREAS: it is fitting and proper to recognize and honor Thelma Wyatt Cummons Moore for her lifelong dedication to justice, her impact on the legal profession, and her unwavering support for the residents of College Park.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of College Park, Georgia, do hereby recognize:

Thelma Wyatt Cummons Moore

PROCLAIMED THIS 4th DAY OF NOVEMBER 2024.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Janelle McKenzie, Councilwoman

Joe Carn, Councilman

Tracie Arnold, Councilwoman

Roderick D. Gay, Mayor Pro Tem

ATTEST:

Queenie Brown, Deputy City Clerk



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

DOC ID: 11549

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Purple Heart City

Attachments

2024 Purple Heart (DOCX)

Purple Heart Proclamation Invitation Email (PDF)

Prepared by: Queenie Brown
Department Director: Queenie Brown, Deputy City Clerk

Review:

Queenie Brown Completed 10/29/2024 4:29 PM

City Clerk Completed 10/29/2024 4:29 PM

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



City of College Park
Proclamation
Purple Heart City

WHEREAS: The City of College Park, Georgia has always supported its veteran’s population;
and

WHEREAS: the Purple Heart is the oldest military decoration in present use and was initially
created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS: the Purple Heart was the first American service award or decoration made available
to the common soldier and is specifically awarded to members of the United States
Armed Forces who have been wounded or paid the ultimate sacrifice in combat
with a declared enemy of the United States of America; and

WHEREAS: the mission of the Military order of the Purple Heart is to foster an environment of
goodwill among combat wounded veteran members and their families, promote
patriotic spirit, support legislative initiatives and most importantly make sure we
never forget; and

WHEREAS: the City of College Park has a large, highly decorated veteran population including
Purple Heart recipients; and

WHEREAS: the City of College Park appreciates the sacrifices our Purple Heart recipients made
in defending our freedoms and believe it is important that we acknowledge them
for their courage and show them the honor and support they have earned.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of
College Park, Georgia, do hereby recognize all Purple Heart recipients within College Park,
Georgia, and hereby proclaim:

City of College Park as a Purple Heart City

PROCLAIMED THIS 4th DAY OF NOVEMBER 2024.

ATTEST:

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Jamelle McKenzie, Councilman

Joe Carn, Councilman

Tracie Arnold, Councilman

Roderick D. Gay, Mayor Pro Tem

From: Councilwoman Tracie Arnold <paperlesspost@paperlesspost.com>
Sent: Tuesday, October 22, 2024 12:49:04 PM
To: Tracie Arnold <Tracie.Arnold@collegeparkga.com>
Subject: Reminder to RSVP to College Park's Purple Heart Proclamation



Hello!
Hope you can make it to College Park's Purple Heart Proclamation. A friendly reminder to RSVP.
Thanks!

[VIEW CARD](#)

Join Us

In this significant event marking the City of College Park as the final city in Clayton County to adopt the Purple Heart proclamation, leading to the designation of Clayton County as a Purple Heart County.

MONDAY

NOVEMBER 4, 2024

7:30 P.M.

CITY HALL

3667 MAIN ST

COLLEGE PARK, GA

30337

College Park's Purple Heart Proclamation

Hosted by Councilwoman Tracie Arnold



Mon. Nov. 4
7:30pm EST

[ADD TO CALENDAR](#)



City Hall
3667 Main St
College Park, GA 30337

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

DOC ID: 11544

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 25, 2024

TITLE: Consideration of and action to approve Colliers International of South Carolina's contract as provider of Project Management Services for GSA/FAA. This is a budgeted item. Sponsored by Ron Wilkerson, Senior Property Manager, Real Estate Management Services.

Attachments

Project Management Services Proposal FAA Renovations 10.14.2024 (PDF)

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	11/04/2024 7:30 PM



1301 Gervais Street
Suite 600
Columbia, SC 29201

Main: +1 803 254 2300
Direct: +1 803 401 4259
colliers.com

October 14, 2024

Dr. Emmanuel Adediran FMP, CPM, MS, DMIN
City Manager
City of College Park
Office of City Manager
3667 Main Street
College Park, Georgia 30337

Dear Dr. Adediran:

I am writing in follow-up to our conversation on Friday regarding project management services for the Statement of Work for GSA/FAA as published by the GSA and dated August 2024 which copy I have received and reviewed.

As we discussed, Colliers is gladly willing to serve as the City of College Park's project manager for the project through its partner, LCK., subject to reasonable dates being agreed upon by GSA for delivery of the renovations. The scope of services will be delivered in three phases as defined briefly below.

Phase I – Consulting Services

During this initial phase, I will work with you and your representatives to communicate with GSA to attempt to negotiate reasonable terms within the Statement of Work for delivery dates and risk aversion for the City from a financial standpoint. Further, we will attempt to clarify the most urgent needs for the FAA regarding the Air Traffic Controller Training spaces and try to collaborate on ways that the City and GSA can work together to provide the training areas needed. At the same time, a legal understanding needs to be agreed upon regarding the phases of the work and how the City of College Park will be reimbursed by GSA for the work performed by the City on their behalf.

Phase II – Pre-Construction Services

Assuming an agreement is reached with the GSA, the next steps will include selection of appropriate design professionals to prepare the property assessments and construction documents required for the renovations. During this phase, Colliers will recommend qualified firms and prepare/negotiate agreements with each on behalf of the City of College Park. We will manage their activities through the delivery of final design documents and meet with GSA as needed to incorporate their program. In addition, we will recommend a general contractor(s) who are qualified to do the work and also have appropriate clearances to be in the building. We will prepare appropriate requests for proposals and solicit bids for the construction work. Upon receipt of all information, we will prepare a proposed budget for the work and prepare a package for City of College Park and GSA review and approval to proceed.

Phase III – Project Execution

This phase will be comprised of the implementation of the work. We will prepare and negotiate agreements with the selected general contractor and then manage the execution of the work while coordinating with GSA as required within the Statement of Work. All work will be coordinated with Ron Wilkerson and the local tenants. We will inspect the work of the general contractor, manage all of the pay applications and other submittals, and ensure as-builts are appropriately prepared and turned over to the City along with all other closeout documents.

Throughout each of these three phases, Colliers will serve as owner’s representative of the City and represent its best interests at each step of the way.

Compensation

For the services outlined above, our fee proposal is as follows:

Phase I – Colliers’ services will be billed hourly at a rate of \$285 until such time as an agreement is reached to proceed with the project or not. If the project proceeds to Phases II and III and Colliers is retained to continue, the fees paid for Phase I services will be credited to the overall fee for Phases II and III assuming GSA approves the proposed rate below.

Phases II and III – The GSA is obligated to pay a fee of 20% of the cost of the work for project work executed on their behalf. (This needs to be confirmed with them prior to commencement of any work.) Colliers fees for project management services will be 15% of the 20%. The remaining 5% will accrue to the City of College Park. Reimbursement expenses will be for mileage at the prevailing IRS rate and cost plus 15% for overnight travel expenses, if any.

It is our hope that we are able to help you get this project on track and that we will have the opportunity to work together on this assignment.

Please let me know if you have any questions. If not, please sign and return on the line provided below indicating your approval for us to proceed as outlined above and as provided for in our agreement for real estate management services.

Sincerely,



Mickey E. Layden
Executive Vice President, Colliers International of South Carolina
CEO, LCK

Cc: Ron Wilkerson

Approved:

Name Date



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

DOC ID: 11527

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request from Interim Fire Chief Sterling Jones to provide funding for and approval of the purchase of four (4) radio systems from Motorola Solutions, Inc. for the four Fire Department units currently being manufactured or outfitted. This request is an unbudgeted expense at a total cost of \$21,416.04 seeking approval for a budget fund transfer request to cover the costs. This purchase will impact all City Wards.

RECOMMENDATION:

Approval from Mayor and Council to purchase four Motorola radio systems from Motorola Solutions, Inc. via the State of Georgia Sourcewell cooperative purchasing agreement via a Budget Fund Transfer request to cover the expense.

BACKGROUND:

This radio equipment was not initially budgeted because of supply chain delays and uncertainty of the delivery dates of the new Fire Units. Currently, the units are scheduled for delivery by year's end: (1)Ladder Truck, (2) Transport Capable Ambulance Units, (1) Command Pick-Up truck.

This radio equipment for the units currently being manufactured or outfitted has an approximate 13 week backorder delay; approval is needed to secure the Purchase Order for the vendor to put the equipment on their manufacture schedule.

BUDGETED ITEM:

No; requesting funding in the amount of \$5,354.01 each x 4= \$21,416.04 for expense account # 100 3520 52 5720 (R&M Communication Equipment) via

Budget Fund Transfer request from account # 100 3520 51 5010 (Salary Operating) budgetary savings due to staffing shortages.

STRATEGIC CONNECTION:

Goal IV: PUBLIC SAFETY AND SECURITY

Deliver leading levels of public safety in which every resident, business person and government official is contributing to the well-being of others. This purchase will impact all City Wards.

Attachments

QUOTE- Motorola 4 Radios (APX6500 Mobiles) 10.22.2024 (PDF)

Motorola- Sourcewell Contract PA_EXP2025 (10.22.2024) (PDF)

Budget Fund Transfer (Motorola Radio Equipment) 10.28.2024 (PDF)

Prepared by: Theresia Huggins
Department Director: Sterling P. Jones, Interim Fire Chief

Review:

City Manager's Office Pending

Sterling P. Jones Pending

Purchasing Pending

Finance Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



COLLEGE PARK FIRE RESCUE

APX6500 Mobile

10/14/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

11527 : Motorola Radios

Packet Pg. 203



10/14/2024

COLLEGE PARK FIRE RESCUE
3667 MAIN ST
COLLEGE PARK, GA 30337

RE: Motorola Quote for APX6500 Mobile

Dear Chief Sterling Jones,

Motorola Solutions is pleased to present COLLEGE PARK FIRE RESCUE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLLEGE PARK FIRE RESCUE with the best products and services available in the communications industry. Please direct any questions to Shelley Abe at shelley.abe@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shelley Abe

Motorola Solutions Manufacturer's Representative



QUOTE-2505536
APX6500 Mobile

Billing Address:
COLLEGE PARK FIRE RESCUE
3667 MAIN ST
COLLEGE PARK, GA 30337
US

Quote Date:10/14/2024
Expiration Date:12/13/2024
Quote Created By:
Shelley Abe
shelley.abe@bearcom.com
4707200052

End Customer:
COLLEGE PARK FIRE RESCUE
Chief Sterling Jones
sterling.jones@collegeparkga.com
404-617-1144

Contract: Sourcewell

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500/LI				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	4	\$3,383.12	\$2,469.68	\$9,878.72
1a	GA00580AA	ADD: TDMA OPERATION	4	\$495.00	\$361.35	\$1,445.40
1b	QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	4	\$1,727.00	\$1,260.71	\$5,042.84
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	4	\$327.00	\$238.71	\$954.84
1d	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	4	\$0.00	\$0.00	\$0.00
1e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$48.18	\$192.72
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1h	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	\$523.41	\$2,093.64
1i	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$57.67	\$230.68
1j	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
1k	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	\$264.99	\$1,059.96
1l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2505536
APX6500 Mobile

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	\$47.00	\$34.31	\$137.24
2	LSV00Q00202A	DEVICE PROGRAMMING	4	\$95.00	\$95.00	\$380.00
Grand Total					\$21,416.04(USD)	

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



APX 6500

SINGLE-BAND P25 MOBILE RADIO



STAY INFORMED. STAY SAFE.

You may not know what the next call will entail, but you do know that your team needs communication they can count on. Whether on a motorcycle, in a squad car or a fire truck, the rugged and compact design of the evolved APX™ 6500 mobile radio is designed to maximize the real estate in your vehicle and keep your entire agency safely connected. Now with integrated Wi-Fi, Bluetooth and SmartConnect, the APX 6500 gives you more ways to manage your radio and stay connected. And when your vehicle sustains a high impact, the radio can automatically alert dispatch.

Security is more important than ever. Criminals are testing you on the streets and over the air. Fight back with multiple levels of protection to encrypt and secure your voice and data communication against eavesdropping.

Stay connected, keep safe and secure your communications with the APX 6500 single-band mobile radio.





GET CONNECTED AND STAY CONNECTED

When the mission takes you out of range, you risk being left in the dark. The APX 6500, equipped with SmartConnect, can reroute P25 voice and data communication over broadband via built-in Wi-Fi or a tethered LTE/satellite router. Stay connected to your P25 radio system, even when outside of P25 coverage.



VOICE AND DATA, ALL AT ONCE

Packed with all the connections you need, the APX 6500 keeps your team in touch and within reach of over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



FAST INFORMATION RETRIEVAL

Running a routine database queries doesn't need to slow you down. Simply press a button on the keypad microphone and ask ViQi for the information you need. Keep your eyes on the situation and free up dispatchers to focus on more critical events. Move intelligence faster than ever with ViQi.



KEEP VOICE AND DATA PROTECTED

The APX 6500 secures voice and data using multiple hardware encryption algorithms and the ability to rekey over the air, so it's protected from scanners and eavesdroppers. What's more, P25 Radio Authentication ensures only valid users can access the system while the available two-factor authentication secures database logins.



FLEXIBLE, EASY INSTALLATION

The small and light form-factor of the APX 6500 allows for easy installation across a growing ecosystem of vehicles and installations. Users can choose one of several interchangeable control heads to best fit their need. Dual control head configuration enables radio operation from multiple locations within the same vehicle, such as a large fire truck.



ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.

02 CONTROL HEAD

EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.



03 HANDHELD CONTROL HEAD

HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.



APX 6500 COMPATIBLE CONTROL HEADS*



E5 CONTROL HEAD

UNMATCHED READABILITY. OPTIMIZED USABILITY.

A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.

07 CONTROL HEAD

INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.

FEATURES

GENERAL FEATURES

Channel Capacity	1,000 channels standard, expandable to 3,000 channels
Encryption Algorithms	256-bit AES, ADP, DES, DES-XL, DES-OFB, DVP-XL

OPERATING MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA
Analog Trunking: 3600 Baud SmartNet®, SmartZone®, Omnilink
Digital Conventional: APCO 25
Analog Conventional: Analog MDC 1200, Quik Call II System Configurations
SmartConnect Connectivity

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY

Wi-Fi 802.11 b/g/n with up to 20 Wi-Fi networks provisioned in the radio ¹
Data Modem Tethering ¹
ASTRO 25 Integrated Voice and Data
Enhanced Data ¹
Integrated GPS/GLONASS for Outdoor Location Tracking
Mission Critical Geofence ¹
Personnel Accountability ¹
SmartConnect ¹
ViQi Virtual Partner ¹
Bluetooth (Version 4.2)

MANAGEMENT

Customer Programming Software (CPS)
Radio Management
Over-the-air Programming (OTAP) ¹

SECURITY

Tactical Inhibit ¹
P25 Authentication ¹
Software Key ¹
Single-key ADP Encryption ¹
Multikey for 128 keys and multi-algorithm ¹
Over-the-air Rekeying (OTAR) ¹

GPS/GNSS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start ²	<60 seconds (95%)
Hot Start ²	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

¹ Optional ² Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength



ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3, FIPS 197

OTHER FEATURES

Text Messaging
Radio Profiles
Dynamic Zone
Intelligent Priority Scan
Unified Call List
Instant Recall
Data Modem Connection (wired or Wi-Fi) ¹
12 Character RFID Asset Tracking ¹
Digital Tone Signaling ¹

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY

Frequency Range/Band splits	WLAN (Wi-Fi): 2412 - 2472 MHz; 5180 - 5320 MHz; 5500 - 5825 MHz	
WLAN (WiFi) 802.11 b/g/n (2.4GHz) 802.11 a/n/ac (5GHz)	Security protocols	WPA-2, WPA, WEP
	SSIDs	Up to 20 pre-provisioned
Data Modem Tethering ¹		
Bluetooth Version 4.2	2402-2480 MHz Supports MPP Pairing ² and compatible with HSP, PAN, DUN and SPP Profiles found in Off-the-shelf Bluetooth accessories. Supports up to 6 data connections and 1 audio connection.	

SIGNALING (ASTRO 25 MODE)

Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions

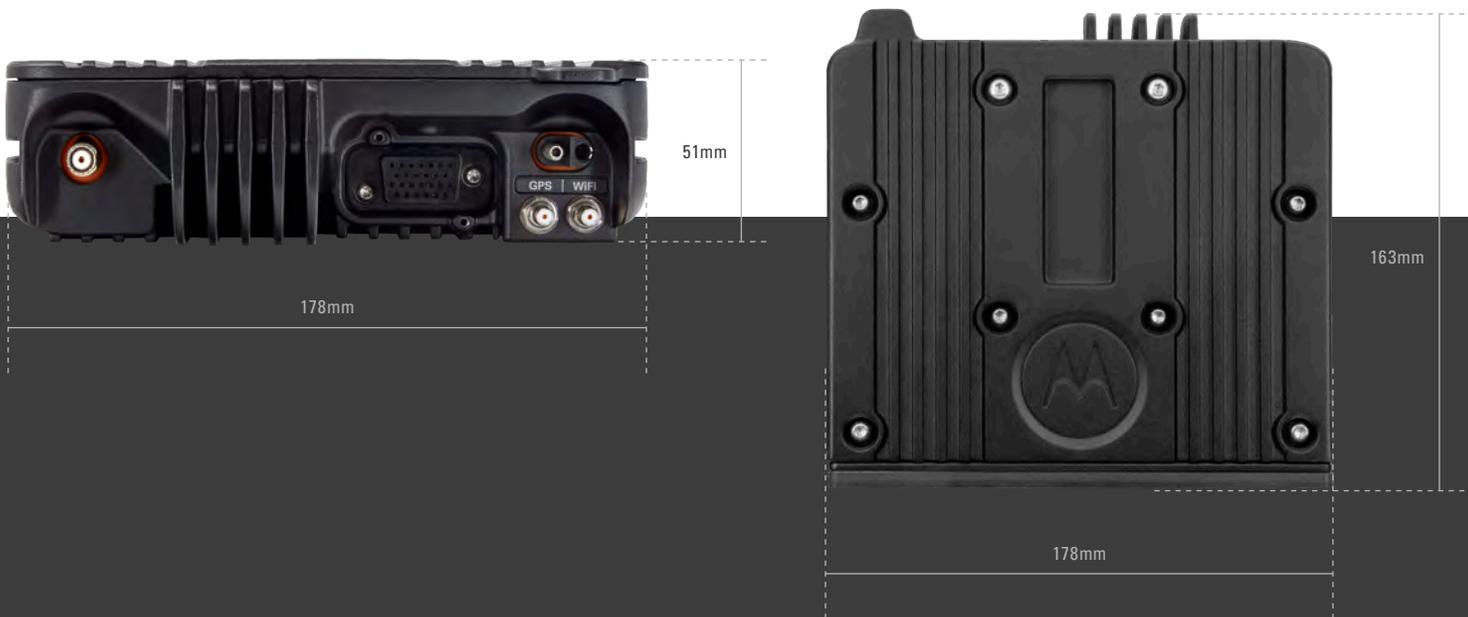
¹ Optional

² For E5 Control Head only



DIMENSIONS AND WEIGHT

Radio Transceiver	51 x 178 x 163 mm (2.0 x 7.0 x 6.4 in)	2.18 kg (4.80 lbs)
Radio Transceiver and O2 Control Head - Dash Mount	69 x 207 x 223 mm (2.7 x 8.1 x 8.8 in)	2.43 kg (5.36 lbs)
Radio Transceiver and O5 Control Head - Dash Mount	51 x 178 x 202 mm (2 x 7 x 8.0 in)	2.24 kg (4.94 lbs)
Radio Transceiver and E5 Control Head - Dash Mount	51 x 178 x 209 mm (2.0 x 7.0 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and O7 Control Head - Dash Mount	51 x 178 x 208 mm (2 x 7 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and Remote Mount	51 x 178 x 193.6 mm (2 x 7 x 7.6 in)	2.18 kg (4.80 lbs)
O2 Control Head Remote Mount	68 x 206 x 53 mm (2.7 x 8.1 x 2.1 in)	-
O5 Control Head Remote Mount	51 x 180.3 x 64 mm (2.0 x 7.0 x 2.5 in)	-
E5 Control Head Remote Mount	51 x 178.5 x 64 mm (2.0 x 7.0 x 2.5 in)	-
O7 Control Head Remote Mount	51 x 178 x 40 mm (2.0 x 7.0 x 1.5 in)	-



PERFORMANCE AND REGULATORY

TRANSMITTER								
	VHF		UHF R1		700 MHz		800 MHz	
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		764-776, 794-806 MHz		806-825, 851-870 MHz	
Rated RF Output Power (Adjustable)	1-50 W		1-40 W		3-30 W		3-35 W	
Frequency Stability (-30°C to +60°C; +25°C Ref.)	± 0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Emissions	Conducted -85 dBc	Radiated -10 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm
Modulation Limiting (12.5/20/25 kHz)	±5/±2.5 kHz		±5/±2.5kHz		±5/±2.5 kHz		±5/±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	2.5%		1.50%		1.50%		1.50%	
Audio Response	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise (12.5 kHz/25 kHz)	-52 dB / -53 dB		-50 dB / -53 dB		-48 dB / -50 dB		-48 dB / -50 dB	
Audio Distortion (12.5 kHz/25 kHz)	0.50%		0.50%		0.50% / 0.50%		0.50% / 0.50%	

RECEIVER								
	VHF		UHF R1		700 MHz		800 MHz	
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		764-776 MHz		851-870 MHz	
Channel Spacing	12.5/25 kHz		12.5/25 kHz		12.5/25 kHz		12.5/25 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at Rated/Max	7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		7.5 / 15 W	
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	±0.8 PPM		±0.8 ppm		±0.8 ppm		±0.8 ppm	
Analog Sensitivity (12db SINAD)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121 dB (0.199 µV)		-121 dB (0.199 µV)	
5% BER	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121.5 dB (0.188 µV)		-121.5 dB (0.188 µV)	
Selectivity (12.5 kHz / 25 kHz / 30 kHz)	77 dB / 89 dB / 90 dB		72 dB / 83 dB / -		75 dB / 85 dB / -		75 dB / 85 dB / -	
Intermodulation Rejection	Pre-Amp 84dB / 84 dB	Standard 86 dB / 86 dB	Pre-Amp 82 dB / 82dB	Standard 86 dB / 86 dB	82 dB / 82 dB		82 dB / 82 dB	
Spurious Rejection	95 dB		93 dB		91 dB		91 dB	
FM Hum & Noise (12.5 kHz / 25 kHz)	-50 dB / -59 dB		-50 dB / -55 dB		-50 dB / -59 dB		-50 dB / -59 dB	
Audio Distortion (12.5 kHz / 25 kHz)	1.2 %		1.5%		1.2 %		1.2 %	

POWER AND BATTERY DRAIN								
	VHF		UHF R1		700 MHz		800 MHz	
Frequency Range / Bandsplits	136-174 MHz		380-470 MHz		764-775, 794-806 MHz		806-825, 851-870 MHz	
RF Power Output	1-50 W		1-40 W		3-30 W		3-35 W	
Operation	13.8V DC ±20% Negative Ground		13.8V DC ±20% Negative Ground		13.9V DC ±20% Negative Ground		13.9V DC ±20% Negative Ground	
Standby at 13.8V	0.85A		0.85A		0.85A		0.85A	
Receive Current at Rated Audio at 13.8V	3.2A		3.2A		3.2A		3.2A	
Transmit Current (A) at Rated Power	8 A @ 15 W 13 A @ 50 W		11 A @ 40 W 8A @ 15 W		8 A @ 15 W		8 A @ 15 W 12 A @ 35 W	

ENVIRONMENTAL	
Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 61000-4-2
Water and Dust Intrusion (w/ O2 control head)	IP56, MIL-STD

RADIO MODEL NUMBER	
700/800 MHz	M25URS9PW1BN
VHF	M25KSS9PW1BN
UHF R1	M25QSS9PW1BN

FCC/IC TYPE ACCEPTANCE ID	
FCC/IC ID	Band and Power Level
FCC ID: AZ492FT7124 IC ID: 109U-92FT7124	764-776 MHz (3-30 W)
	794-806 MHz (3-30 W)
	806-824 MHz (3-35 W)
	851-870 MHz (3-35 W)
FCC ID: AZ492FT7130 IC ID: 109U-92FT7130	136-174 MHz (1-50 W)
FCC ID: AZ492FT7129 IC ID: 109U-92FT7129	380-470 MHz (1-40 W)


MOBILE MILITARY STANDARDS 810, C, D, E, F, G & H

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.6	II	500.6	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.6	I/C3, II/C1	502.7	I/C3, II/C1
Temperature Shock	503.1	I	503.2	1/A1C3	503.3	1/A1C3	503.4	I	503.6	I/C	503.7	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.6	I	510.7	I
Blowing Sand	-	-	510.2	II	510.3	II		II	510.6	II	510.7	II
Vibration	514.2	VIII, F, W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.7	I/24	514.8	I/24, II/5
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.7	I, V, VI	516.8	I, V, VI

For more information, please visit
www.motorolasolutions.com/apx



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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State of Georgia Sourcewell Participating Addendum

Solicitation Title Radio Communications	Solicitation Number 042021	Contract Number 99999-SPD-T20250623-0002
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name
Motorola Solutions, Inc. (hereafter called Contractor)

2. Contract to Begin: 1/1/23	Date of Completion: 6/23/25	Renewals: 0
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3. Performance Bond, if any: _____ Other Bonds, if any: _____

4. Authorized Person to Receive Contract Notices for Agency: **Carl Hall, Contract Management Manager** Authorized Person to Receive Contract Notices for Contractor: **Scott P. Adler**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Sourcewell Participating Addendum Terms and Conditions
Attachment 2: Sourcewell Master Agreement # 042021-MOT
Attachment 3: Statement of Work (SOW) Template
Attachment 4: Request for Proposals #42021 for Public Safety Communications Technology and Hardware Solutions
Attachment 5: Contractor's response to RFP #042021, as accepted by Sourcewell

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Motorola Solutions, Inc.

By (Authorized Signature) 	Date Signed 12/29/2022
--	---------------------------

Printed Name and Title of Person Signing
Scott P. Adler, Vice President

Address
Motorola Solutions, Inc. 3025 Windward Plaza, Suite 350, Alpharetta, GA 30005

7. **Agency**

Agency Name
Department of Administrative Services

By (Authorized Signature) 	Date Signed 12/29/2022
--	---------------------------

Printed Name and Title of Person Signing
Jim Barnaby State Purchasing Deputy Commissioner

Address
200 Piedmont Ave, SE Suite 1804 West Tower, Atlanta, Georgia 30334-9010

**STATE OF GEORGIA
PARTICIPATING ADDENDUM
ATTACHMENT 1
TERMS AND CONDITIONS**

**Sourcewell Master Agreement #: 042021-MOT
GA Statewide Contract Number: 99999-SPD-T20250623-0002**

Public Safety Communications Technology and Hardware Solutions

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- i. **“Agency”** means the Department of Administrative Services of the State of Georgia.
- ii. **“Awarded Item Schedule”** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- iii. **“Contract”** or **“Statewide Contract”** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- iv. **“Contractor”** means the provider(s) of the goods and services under the Statewide Contract.
- v. **“Purchase Instrument”** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- vi. **“Response”, “Contractor’s Response”** or **“Final Response”** means the Contractor’s submitted response to the Master Agreement # 042021-MOT, including any modifications or clarifications accepted by the Agency.
- vii. **“RFX”** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- viii. **“State”** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- ix. **“Participating Addendum Form”** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions and the Sourcewell Master Agreement. No objection or amendment by a Contractor to the RFX requirements or the

Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Participating Addendum Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Participating Addendum Form.

- x. **“User Agency” or “User Agencies”** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this PA.
2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this PA. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the Master Agreement # 042021-MOT. In addition, unless otherwise provided in the Master Agreement, Contractor shall keep a record of the purchases made pursuant to the PA and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Participating Addendum (PA) shall begin and end on the dates specified in the PA unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this PA shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Extension.** In the event that this PA shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this PA for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Scope.** This PA establishes a statewide contract (“Statewide Contract”) with Contractor as a non-exclusive, non-mandatory source of supply for Public Safety Communications Products, Services and Solutions for (1) all State of Georgia governmental entities subject to O.C.G.A. § 50-5-50 et seq. (informally known as the State Purchasing Act), including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions, and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this addendum shall be referred to individually as “Purchasing Entity” and collectively as “Purchasing Entities” and entities of the State may also be referenced to as “the State”. Purchasing Entities

may not sign their own Participating Addenda unless approved by the Chief Procurement Officer of the State of Georgia.

The purchase of any goods or services must be within the scope of services available through the Master Contract. No terms and conditions of service providers (including but not limited to resellers, subcontractors and partners) will be considered binding on the Participating State or a Purchasing Entity. The Contractor may include transactional terms and conditions in Statements of Work, but they will be considered last in the order of precedence. Any documents containing terms and conditions that are in conflict with the terms and conditions of the Master Agreement or this PA are not binding on the parties.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this PA, even if the work is performed by a subcontractor. Contractor shall ensure compliance by all service providers (including but not limited to resellers, subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this PA.

Purchasing Entities may require retainage as specified in their individual Statements of Work or Purchase Orders.

The following products or services are included in this contract portfolio:
Motorola Solutions, Inc. has been awarded the following categories/sub-category/solutions.

Detail regarding available services, warranty, software options along with products and pricing are available on the Sourcewell website.

- i. P25 radio infrastructure
- ii. Fire station alerting
- iii. Vehicular repeaters
- iv. APX portable & mobile radios
- v. Private LTE infrastructure
- vi. Private LTE devices
- vii. Dispatch consoles
- viii. Backhaul, microwave, MPLS, etc.
- ix. Buildings, towers, & site equipment
- x. Integration services
- xi. RF site development
- xii. Maintenance & support

2. Ordering Process. Orders to purchase Radios and Dispatch Consoles may be accomplished via Purchase Order or via a Statement of Work issued by Purchasing Entity. The purchase of Radio Solutions must be accomplished through a Statement of Work issued by the Purchasing Entity. Contractor may not fulfil any order for a Radio Solution that is not accompanied by a Statement of Work. Orders of Radio Solutions shall be accomplished via issuance of a Statement of Need by the Purchasing Entity to Resellers and evaluation of proposals submitted by resellers in response to the Statement of Need.

- i. **Statement of Need.** The Purchasing Entity shall issue a detailed Statement of Need to the Reseller(s) who offer the applicable Radio Solution(s). DOAS reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. The format of the Statement of Need is left to the discretion of the Purchasing

Entity, but forms submitted by entities of the State of Georgia at a minimum must contain the following:

1. Current State
2. Desired Scope
3. Business Requirements
4. Technical Requirements
5. Functional Requirements

ii. **Proposal.** Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Radio Services. At a minimum, the Proposal will include the following:

1. Price
2. Scope – Detailed Statement of Work containing Milestones and Timeframe
3. Conditions, SLAs, Obligations
4. Additional Terms and Conditions (which shall not diminish Purchasing Entity's rights under this PA)

iii. **Statement of Work.** Orders will be placed by a Purchasing Entity directly with Contractor or approved subcontractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through a Statement of Work, which must be signed by both the Purchasing Entity and Contractor; however, such Statement of Work shall not diminish the rights of the Purchasing Entity under the Master Agreement or the PA. A Statement of Work shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Statement of Work entered with a separate Purchasing Entity. An Statement of Work shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of the Master Agreement and Participating Addendum. Orders of Radio Solutions for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall incorporate the Statement of Need and the final negotiated version of Contractor Proposal (including SOW). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

Upon request, Contractor will assist Purchasing Entities in obtaining any applicable license agreements, maintenance agreement, and any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents as generally provided pursuant to O.C.G.A. § 50-5-64.1, which indicates that the State may not agree to terms which may be unilaterally changed by the other party at some point in the future.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the Purchasing Entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of O.C.G.A. § 50-5-64.1 and State of Georgia Law and Policy as described in the memo "Contracting with State Entities", most recently revised on January 4, 2021

<https://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP060ContractingwithStateEntities.pdf> and any subsequent revisions to the memo.

Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at [http://www.audits.qa.gov/NALGAD/section3 affidavits.html](http://www.audits.qa.gov/NALGAD/section3%20affidavits.html).

3. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
4. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
5. **No Minimums Guaranteed.** The Statewide contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Payment terms shall be as specified in the Proposal and Invoice.** Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
2. **Inspection and Approval.** Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.
3. **Payment.** Purchasing Entity will render payment to Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.
4. **Travel Expenses.** Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by

the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: <https://sao.georgia.gov/state-travel-policy>.

5. **Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.
6. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
7. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - i. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - ii. The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - iii. The Contractor fails to comply with confidentiality laws or provisions; and/or
 - iv. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

- 2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
- i. The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - ii. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - iii. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - iv. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - v. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - vi. The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - vii. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
- 3. Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- i. Immediately terminate the Statewide Contract without additional written notice; and/or
 - ii. Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - iii. Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
- 4. Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

- 5. Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- i. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - ii. The Agency's duties are substantially modified.
- 6. Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
- 7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- i. Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
 - ii. Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
 - iii. Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
 - iv. Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
 - v. Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - i. The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - iv. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. General Indemnity. Contractor will participate fully in the defense of or defend (subject to the approval of the Attorney of the State of Georgia), indemnify, and hold State harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by strict liability Contractor's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from State's negligence or willful misconduct.
2. Intellectual Property Infringement. Contractor will participate fully in the defense of or defend (subject to the approval of the Attorney General of the State of Georgia) State against any third-party claim alleging that a Contractor-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Contractor will pay all damages finally awarded against State by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Contractor in settlement of an Infringement Claim. Contractor's duties under this **Section– Intellectual Property Infringement** are conditioned upon: (a) State promptly notifying Contractor in writing of the Infringement Claim; (b) Contractor having control of the defense of the suit and all negotiations for its settlement or compromise, provided, however, State must consent in writing to any money damages or obligations for which it may be responsible; and (c) State cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Infringement Claim. If Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, State may assume the defense or settlement of it and Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs incurred by state in defense or settlement of the intellectual property claim.
 - i. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for State the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant State (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
 - ii. In addition to the other damages disclaimed under this Agreement, Contractor will have no duty to defend or indemnify State for any Infringement Claim that arises from or is based upon: (a) State Data, State-Provided Equipment, Non-Contractor Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Contractor; (c) a Product or Service designed, modified, or manufactured in accordance with State's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Contractor; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by State to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis,

other than a reasonable royalty based upon revenue derived by Contractor from State from sales or license of the Infringing Product.

iii. This **Section – Intellectual Property Infringement** provides State's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth below.

3. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR BREACHES OF DATA SECURITY OR CONFIDENTIALITY OBLIGATIONS, PERSONAL INJURY, OR DEATH, CONTRACTOR, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**CONTRACTOR PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER CONTRACTOR'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF CONTRACTOR HAS BEEN ADVISED BY STATE OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
4. **DIRECT DAMAGES.** EXCEPT FOR BREACHES OF DATA SECURITY OR CONFIDENTIALITY OBLIGATIONS, PERSONAL INJURY OR DEATH, OR INTELLECTUAL PROPERTY INFRINGEMENT, THE TOTAL AGGREGATE LIABILITY OF THE CONTRACTOR PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE CONTRACTOR PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.
5. **ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) STATE DATA, INCLUDING ITS TRANSMISSION TO CONTRACTOR, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) STATE-PROVIDED EQUIPMENT, NON-CONTRACTOR CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN CONTRACTOR; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; OR (G) STATE'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.
6. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the Master Agreement# 042021-MOT.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the Master Agreement# 042021-MOT and as stated in the PA.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants

that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
- 7. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
- 8. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
- 9. Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
- 10. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the Master Agreement# 042021-MOT. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
- 11. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the

State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. Order of Preference.

- i. The Participating Addendum ("PA"), including any Amendments and Exhibits attached, including Exhibit A. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Master Agreement
- ii. A Statement of Work and Purchase Order issued against the Participating Addendum; however, no such Statement of Work or Purchase Order shall diminish, change, or impact the rights of 1) the Lead State regarding the Lead State's contractual relationship with the Contractor under the Master Agreement; or 2) DOAS with regard to the DOAS's contractual relationship with the Contractor under the PA. No such agreement shall diminish the rights provided to the Purchasing Entity under the Master Agreement or this PA
- iii. The Master Agreement Terms & Condition
- iv. The Solicitation
- v. Contractor's response to the Solicitation, as revised and accepted by the Lead State; and

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No invoice or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor.

2.

i. **DOAS Participation in Contract Disputes.** Consistent with its statutory authority, DOAS is acting solely in a representative capacity and on behalf of Purchasing Entities. Accordingly, DOAS is not a party to this Agreement unless DOAS itself makes a purchase pursuant to the Agreement, and need not be joined as a party to any dispute that may arise out of this Agreement. With regard to this Agreement, the officers, agents and employees of DOAS are acting solely in their official capacity and need to be joined as a party to any dispute that may arise out of this Agreement.

ii. **Administrative Fee and Sales Reporting Submission**

1. Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 1%. The Fee will not be identified separately from the product and/or service pricing offered to Authorized Entities wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the Contractor and remitted to DOAS in accordance with the following paragraphs. The table below, which is incorporated in the State of Georgia Statewide Contract document, contains due dates for both quarterly sales reports and administrative fees.

The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Supplier's Quarterly Sales Report Due Date</i>	<i>Supplier's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i>October 20th</i>	<i>November 15th</i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i>January 20th</i>	<i>February 15th</i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i>April 20th</i>	<i>May 15th</i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i>July 20th</i>	<i>August 15th</i>
30 DAYS FOLLOWING TERMINATION OF SWC			

At the end of each state fiscal quarter as defined above, Supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the Supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-Mail. In the event that no sales have occurred, the Supplier must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier

Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Supplier payments, Supplier is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Supplier via electronic funds transfer (EFT).

2. **Auditing and Contract Close Out.** All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities. In no event shall Supplier retain any amount of money in excess of the compensation to which Supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.
3. **Modifying or Canceling the Fee.** DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
4. **Late Payment Fee.** In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and

overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

5. **Default.** THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Supplier in default and recovering re-procurement costs from Supplier in addition to all outstanding Fees and interest.
- iii. **Georgia Procurement Conference.** Participation in DOAS State Purchasing's Annual Georgia Procurement Conference (GPC) DOAS hosts an annual marketing and training trade conference, usually in late April or early May, to educate public procurement professionals on the commodities and services available on statewide contracts, offer them educational platforms to learn new techniques and best practices from state and national industry experts and provide marketing, networking and training opportunities to statewide contract Suppliers. The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. The Exhibitor Expo, which is one of the highlights of the conference, has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide Suppliers to market directly to thousands of attendees. The Georgia Procurement Conference is scheduled each year at the Jekyll Island Convention Center and is primarily supported by statewide Suppliers as exhibitors. The cost to exhibit in the past has ranged from \$1,300 to \$1,600 depending on booth location desired. DOAS believes that the Expo is important because it provides public purchasers with an opportunity to meet over 300 statewide contract Suppliers and receive important information on new and existing products and services. It provides statewide contract Suppliers with training workshops and the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 800 attendees, many of whom represent potential new customers. Please note that exhibiting at the Georgia Procurement Conference is not required and no points will be awarded to those Bidders who commit to participate.
- iv. **Changes in Contractor Representation.** Changes in Contractor Representation. DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.
- v. **Relationship Among Public Entities.** Each Purchasing Entity's obligations and liabilities are independent of every other Purchasing Entity's obligations and

liabilities. Termination of one Purchasing Entity does not constitute grounds for termination for a different Purchasing Entity.

- vi. Waiver and Modification.** No waiver of any default by either party shall act as a waiver of a subsequent or different default. The provisions of this Agreement may not be modified or waived except by another agreement in writing executed by authorized representatives. A Purchasing Entity and Contractor may modify the provisions of the agreement only to the extent applicable to said Purchasing Entity's purchase.
- vii. Anti-Indemnification and Anti-Representation.** Any provision in the Agreement is void to the extent that it imposes an obligation upon DOAS or a Purchasing Entity that would properly be characterized as an indemnity. DOAS and User Agencies make no representations or warranties to Contractor, and any language to the contrary is void.
- viii. Statute of Limitations.** Any provision in the Agreement is void to the extent that it modifies the statute of limitations or alters the time period within which an action must be brought.
- ix. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** No method of mandatory alternative dispute resolution shall apply to any dispute, claim or controversy arising out of or relating to this Agreement. In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the

written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- x. **Non-appropriations.** Pursuant to O.C.G.A. § 50-5-64, any purchase made pursuant to this PA will terminate immediately and absolutely if the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that Purchasing Entity cannot fulfill its obligations under the PA, which determination is at Purchasing Entity's sole discretion and shall be conclusive. The Purchasing Entity will pay Contractor for all conforming equipment shipped and services rendered up to the date of termination.
- xi. **Users.** A Purchasing Entity has no liability for any acts or omissions of any person that Purchasing Entity allows to use the software, unless such acts or omissions are within the scope of that person's employment or have been properly authorized by Purchasing Entity.
- xii. **Privacy.** As used in this paragraph, the term "data" means any information regarding any person or entity other than a Purchasing Entity that is gathered or acquired by Purchasing Entity as a result of the software licensed by Purchasing Entity being used, except to the extent fully disclosed in writing,

M. COMPLIANCE WITH THE LAW, RULES, ORDINANCES, REGULATIONS, AND APPLICABLE POLICY

1. **General Compliance.** This Agreement is entered into pursuant to O.C.G.A. § 50-5-50 et seq. As a public entity, all of procuring entities obligations are obligations are subject to applicable laws. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and Purchasing Entity policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and Purchasing Entities' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
2. Contractor warrants and represents that the provisions of O.C.G.A. Section 21 et seq. have not and must not be violated under the terms of this Statewide Contract.
3. Contractor warrants and represents that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- i. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- ii. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- iii. Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- iv. Contractor has made false certification here in above; or
 - v. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- 5. State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at <https://gta.georgia.gov/psg/> or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant Purchasing Entity's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Purchasing Entity. For any individual Purchasing Entity location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all Purchasing Entity information with which such employees and agents come into contact while at the Purchasing Entity site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately notify Agency and applicable Purchasing Entity of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or Purchasing Entity to Contractor. Contractor shall provide Agency and applicable Purchasing Entity the opportunity to participate in the investigation of the breach.
- 6. Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia

maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

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

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

If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- i. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- ii. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- iii. Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

- 7. National Defense Authorization Act (NDAA).** A vital component of DOAS's mission is ensuring that any equipment or services procured by Authorized Entities adequately protects the security of state data. Effective August 13, 2018, the John McCain National Defense Authorization Act (NDAA), H.R. 5515 (<https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397>), provides that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). In addition, federal agencies are prohibited from procuring certain video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any of their subsidiaries or affiliates). For similar reasons, DOAS, has determined that Suppliers utilizing manufacturer's equipment, subcomponent products or services provided by these entities will be excluded from receiving an awarded

contract. Please confirm that you agree not to utilize manufacturer's equipment, subcomponent products or services from any of the companies identified in the NDAA under any resultant contract award with the State of Georgia.

8. Amendments. Any further Amendments to the Master Agreement after the Effective Date of this PA that have been approved by the Lead State, will not be applicable to this PA and will not be valid unless made in writing as an amendment to this PA, signed by the parties and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.
9. **Third Party Beneficiaries.** This Agreement is made solely and specifically among and for the benefit of the Parties hereto (including Purchasing Entities), and their respective successors and assigns, and no person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

N. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
2. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally

in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

3. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
4. **Subcontractors.** All contactors, dealers, and resellers authorized in the State of Georgia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants under the Sourcewell master agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Contractor must ensure that any subcontractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this PA complies with the terms of the Master Agreement and this PA. No terms or conditions of the Service provider (including but not limited to subcontractors, resellers and partners), not included in this PA, shall be considered binding on DOAS or the purchasing entity unless specifically agreed to in writing and reflected herein.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the goods or service provider (including but not limited to sub-contractors, resellers, and partners), not included in this PA, shall be considered binding upon DOAS unless specifically agreed to by DOAS in writing.

5. **Reseller Approval.** Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Resellers must be approved in advance by the State as a condition of eligibility under this PA. DOAS reserves the right to rescind any such participation. DOAS also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:
 - i. Sales and Use Tax Form – Populated with Reseller information
 - ii. Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)

- iii. E-Verify Form
- iv. DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

Contractor shall ensure that all subcontractors providing services under this agreement executes the appropriate e-verify affidavit located at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html.

- 6. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
- 7. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 8. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 9. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 10. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or

agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.

- 11. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 12. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- i. At the time it is actually received; or,
 - ii. Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - iii. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 13. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 14. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 15. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 16. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

- i. It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

- ii. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- 17. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 18. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 19. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 20. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 21. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 22. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 23. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the

expressed prior written consent of the State. Contractor agrees not to refer to DOAS or Purchasing Entities in such a manner as to state or imply that its services, products or software is endorsed or preferred by Purchasing Entities, the State of Georgia, or any unit of either. The foregoing shall not prohibit Contractor from identifying Purchasing Entity as a customer in a customer list.

- 24. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
- 25. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 26. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 27. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 28. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 29. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 30. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services

required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

ATTACHMENT 3

**STATEMENT OF WORK (SOW) TEMPLATE
 BETWEEN (NAME OF PURCHASING ENTITY) AND (SUPPLIER NAME)
 ISSUED UNDER INSERT SWC NAME CONTRACT NUMBER INSERT CONTRACT**

Exhibit A, between Insert Name of Purchasing Entity and Insert Supplier Name (“Supplier”) is issued pursuant to the (INSERT SWC NAME), Effective Date. This SOW is subject to the terms and conditions contained in SWC Number Insert Contract Number (“Contract”) between the STATE OF GEORGIA and Supplier. In the event of any discrepancy between this Exhibit A and the Contract, the provisions of the Contract shall control.

[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and bold. These instructions should be deleted after the appropriate text has been added to the Statement of Work. The highlighted area is also fillable.]

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the Insert Name of Purchasing Entity, hereinafter referred to as “Purchasing Entity” under the provisions of the Contract,”. The objective of the project described in this SOW is for the Supplier to provide the Purchasing Entity with Enter the description of services to be performed by the supplier. *(Customize the last sentence to state what you are getting from the Supplier, based on the SWC Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX months of execution of this Statement of Work. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE *(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)* Tasks associated with this project will be performed at the Purchasing Entity’s location(s), or other locations as required by the effort.

3. PROJECT DEFINITIONS. *(Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)*. All definitions of the Contract shall apply to and take precedence over this SOW. Purchasing Entity’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

- a. General Description of the Project Scope
- b. Project Boundaries

5. PURCHASING ENTITY’S SPECIFIC REQUIREMENTS

(Provide information about your project’s and your agency’s specific requirements for this particular project including, but not limited to the following subsections):

- a. Purchasing Entity-Specific Requirements
- b. Special Considerations for Implementing Technology at Purchasing Entity’s Location(s)
- c. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

- a. Background of Purchasing Entity’s Business Situation
- b. Current Architecture and Operating System
- c. Current Work Flow/Business Flow and Processes
- d. Current Legacy Systems
- e. Current System Dependencies
- f. Current Infrastructure (Limitations, Restrictions)
- g. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS

- a. Required Products
(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Purchasing Entity.
- b. Required Services
(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the statewide Contract for the definition of Services and for the allowable scope in drafting language for this section.
- c. Training Requirements and/or Purchasing Entity Self-Sufficiency/Knowledge Transfer
(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Purchasing Entity to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Purchasing Entity.

8. ITEMIZED PROJECT COSTS

(Provide staff positions, milestones, equipment, licenses and accompanying costs.)

9. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US\$\$\$\$\$. \$\$

10. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Purchasing Entity and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project’s needs.)

a. Project Assumptions

The following assumptions are specific to this project:

11. PROJECT ROLES AND RESPONSIBILITIES

The following roles and responsibilities have been defined for this project:

Responsibility Matrix	Supplier	Purchasing Entity

Section 12 of Sourcewell Motorola Contract #042021 is replaced by Attachment 4, Data Security Terms and Conditions.

ATTACHMENT 4

STATE OF GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES DATA SECURITY TERMS AND CONDITIONS

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- i. **“Authorized Persons”** means Contractor and its employees, subcontractors, or other agents to the extent necessary for such persons to access Sensitive State Data to enable Contractor to perform the services under this Agreement.
- ii. **“Data Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached and Sensitive State Data or information technology resources is exposed to unauthorized access, use, disclosure, alteration, or theft.
- iii. **“Personally Identifiable Information”** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- iv. **“Personal Data”** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted
 1. Social security number
 2. Driver's license number or state identification card number
 3. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords
 4. Account passwords or personal identification numbers or other access codes; o
 5. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.

- v. **“Sensitive State Data”** means all Personally Identifiable Information and other information that is not intentionally made available by the State on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personnel data and records not required to be publicly disclosed under the Georgia Open Records Act , O.C.G.A. § 50-18-72 et seq., including any plan, blueprint, or material which if made public would compromise security. Sensitive State Data includes data created or in any way originating with or on behalf of the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or Contractor.
- vi. **“Security Incident”** means the potentially unauthorized access by non-Authorized Persons to Sensitive State Data that could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data or information security resources within the possession or control of Contractor or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A security incident may or may not turn into a Data Breach.

B. Data Ownership and Protection

1. **Data Ownership.** The State will own all right, title and interest, including all intellectual property rights, in its data provided under this Agreement. Contractor shall not access Sensitive State Data, except 1) in the course of data center operations, 2) in response to service or technical issues, 3) as required by Contractor to perform the services covered by this Agreement or 4) at the State’s request. Contractor has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.
2. **Data Protection.** Protection of personal privacy and data shall be an integral part of the cloud products and services provided by Contractor and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:
 - i. Contractor shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with current NIST 800-53 standards commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
 - ii. Contractor shall use industry best practices and up-to-date security tools and technologies and practices such as network firewalls, anti-virus protections, vulnerability scans, system logging, 24/7 system monitoring, third party penetration testing, and intrusion detection methods in providing services under this Agreement.
 - iii. Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher and controlled by Contractor via cloud or delivery of maintenance and repair services, all electronic Sensitive State Data shall be encrypted at rest on portable devices

controlled by Contractor and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Contractor is responsible for encryption of the Sensitive State Data.

- iv. Unless otherwise provided in the Agreement Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is necessary to perform job duties.
- v. Contractor shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Contractor shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed background screening and possess the qualifications and training to comply with the terms of this Agreement. Contractor shall promote and maintain an awareness of the importance of securing Sensitive State Data among Contractor's employees and agents.

3. Data Location. Contractor shall provide its operational services to the State solely from data centers in the U.S. and Contractor shall notify State of such locations. Storage of Sensitive State Data, used in regular system operation, at rest shall be located solely in location(s) or data centers in the U.S. and Contractor shall notify State of such locations. However, the State recognizes that Contractor has offices that provide 24/7 support around the world, and that development of its technologies occur within and outside of the US. System monitoring, normal support and developer support may be outside of the U.S. and communication with support may cause transfer and/or access to support data, which may include Sensitive State Data, outside of the U.S.

C. Security Incident and Data Breach Responsibilities. Contractor shall inform the State of any Security Incident or Data Breach.

- 1. Incident Response.** Contractor may need to communicate with outside parties regarding a Security Incident or data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Sharing and Analysis Center (GISAC) at (404) 561-8497.
- 2. Security Incident Reporting Requirements.** Contractor shall report a Security Incident to the appropriate State identified contact within twenty-four hours of determination.
- 3. Breach Reporting Requirements.** Upon becoming aware of a Data Breach or Security Incident, Contractor shall
 - i. Promptly notify the State identified contact within twenty-four hours of discovery or sooner, unless shorter time is required by the Agreement or applicable law;
 - ii. Fully investigate the incident and cooperate fully, to the extent possible without impacting other customers, with the State's investigation of and response to the incident. Except as otherwise required by law, Contractor shall not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;

- iii. promptly implement necessary remedial measures reasonably determined by the State and agreed to by Contractor; and
- iv. document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary

D. Liability.

1. If Contractor will under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor shall reimburse the State in proportion to its fault for reasonable direct costs incurred by the State in investigation and remediation of any Data Breach or Security Incident directly caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; a website or toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, reasonable audit costs, fines that are a direct result of Contractor actions, and other fees imposed by regulatory agencies or contracting partners that are a direct result of the Data Breach or Security Incident.
2. If Contractor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Contractor will reimburse the State in proportion to its fault for reasonable direct costs reasonably incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Contractor.

E. Security

1. **Data Center Audit.** If applicable in the performance of the services covered by this Agreement, Contractor shall ensure an independent audit or provide ISO 27001 certification of its data centers at least annually at its expense and provide a copy of the audit report upon request under a non-disclosure agreement and with reasonable technical restrictions. A Service Organization Control (SOC) 2 audit report or approved equivalent (the ISO 27001 certification) sets the minimum level of a third-party audit.
2. **Security Processes.** Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Contractor.
3. **Encryption of Data at Rest.** For data categorized as moderate or high in Federal Information Processing Standard 199, Contractor shall ensure confidentiality and integrity of information at rest consistent with security control SC-28, Protection of Information at Rest, in NIST Special Publication 800-53. However, it is recognized that some data cannot be encrypted at rest due to high speed processing requirements. Data subject to high speed processing requirements shall be protected using best practices, such as firewalls and restricted access. The State also recognizes that Contractor does not have control over information entered into customer fields and that the State is responsible for making sure that information requiring such protection is not entered into unprotected customer fields.

F. Response to Legal Orders, Demands, or Requests for Data

1. Except as otherwise expressly prohibited by law, Contractor shall:
 - i. immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Sensitive State Data;
 - ii. consult with the State regarding its response;
 - iii. cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and
 - iv. upon the State's request, provide the State with a copy of its response.

2. If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Contractor, the State shall promptly provide a copy to Contractor. Contractor shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

G. Termination Obligations.

Upon termination or expiration of the Agreement, Contractor shall implement In the State's sole discretion, a secure, orderly (1) destruction of Sensitive State Data in the format and at a time specified by State.

Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State. Contractor may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

H. Compliance

1. Contractor shall comply with all applicable laws and regulations in performing services under this agreement. Any Contractor personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities. The State shall provide copies of such policies to Contractor upon request.

2. Contractor warrants that the service it will provide to the State is fully compliant with relevant laws, regulations, and guidance that is applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.



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

FISCAL YEAR JULY 2023-JUNE 2024

BUDGET TRANSFER FORM

FUND: 100 3520

DEPARTMENT: Fire

Account No.	Account Description	Reduction	Increase
51-5010	Salary/Operating	\$22,000	
52-5720	R & M Communication Equipment	-	\$22,000.00
		22,000	22,000

* Justification:

This transfer request is for the purchase of 4 Motorola Radio systems for the fire units scheduled for delivery by year's end. The equipment was not initially budgeted due to supply chain delays and uncertainty of the delivery dates of the new trucks. The radios are for the Ladder Truck, Command Pick-up truck and 2 transport capable rescue ambulances. The radios have an approximate 13 week backorder delay; this transfer is needed to secure the PO for the vendor to put the equipment on their manufacture schedule.

Department Head
Finance





COLLEGE PARK FIRE RESCUE

APX6500 Mobile

10/14/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2505536

10/14/2024

COLLEGE PARK FIRE RESCUE
3667 MAIN ST
COLLEGE PARK, GA 30337

RE: Motorola Quote for APX6500 Mobile

Dear Chief Sterling Jones,

Motorola Solutions is pleased to present COLLEGE PARK FIRE RESCUE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLLEGE PARK FIRE RESCUE with the best products and services available in the communications industry. Please direct any questions to Shelley Abe at shelley.abe@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shelley Abe

Motorola Solutions Manufacturer's Representative



QUOTE-2505536
APX6500 Mobile

Billing Address:
COLLEGE PARK FIRE RESCUE
3667 MAIN ST
COLLEGE PARK, GA 30337
US

Quote Date:10/14/2024
Expiration Date:12/13/2024
Quote Created By:
Shelley Abe
shelley.abe@bearcom.com
4707200052

End Customer:
COLLEGE PARK FIRE RESCUE
Chief Sterling Jones
sterling.jones@collegeparkga.com
404-617-1144

Contract: Sourcewell

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500/LI				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	4	\$3,383.12	\$2,469.68	\$9,878.72
1a	GA00580AA	ADD: TDMA OPERATION	4	\$495.00	\$361.35	\$1,445.40
1b	QA02756AC	ENH: 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	4	\$1,727.00	\$1,260.71	\$5,042.84
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	4	\$327.00	\$238.71	\$954.84
1d	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	4	\$0.00	\$0.00	\$0.00
1e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$48.18	\$192.72
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1h	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	\$523.41	\$2,093.64
1i	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$57.67	\$230.68
1j	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
1k	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	\$264.99	\$1,059.96
1l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2505536
APX6500 Mobile

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	4	\$47.00	\$34.31	\$137.24
2	LSV00Q00202A	DEVICE PROGRAMMING	4	\$95.00	\$95.00	\$380.00
Grand Total				\$21,416.04(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



APX 6500

SINGLE-BAND P25 MOBILE RADIO



STAY INFORMED. STAY SAFE.

You may not know what the next call will entail, but you do know that your team needs communication they can count on. Whether on a motorcycle, in a squad car or a fire truck, the rugged and compact design of the evolved APX™ 6500 mobile radio is designed to maximize the real estate in your vehicle and keep your entire agency safely connected. Now with integrated Wi-Fi, Bluetooth and SmartConnect, the APX 6500 gives you more ways to manage your radio and stay connected. And when your vehicle sustains a high impact, the radio can automatically alert dispatch.

Security is more important than ever. Criminals are testing you on the streets and over the air. Fight back with multiple levels of protection to encrypt and secure your voice and data communication against eavesdropping.

Stay connected, keep safe and secure your communications with the APX 6500 single-band mobile radio.

DATASHEET | APX 6500

 **MOTOROLA SOLUTIONS**



GET CONNECTED AND STAY CONNECTED

When the mission takes you out of range, you risk being left in the dark. The APX 6500, equipped with SmartConnect, can reroute P25 voice and data communication over broadband via built-in Wi-Fi or a tethered LTE/satellite router. Stay connected to your P25 radio system, even when outside of P25 coverage.



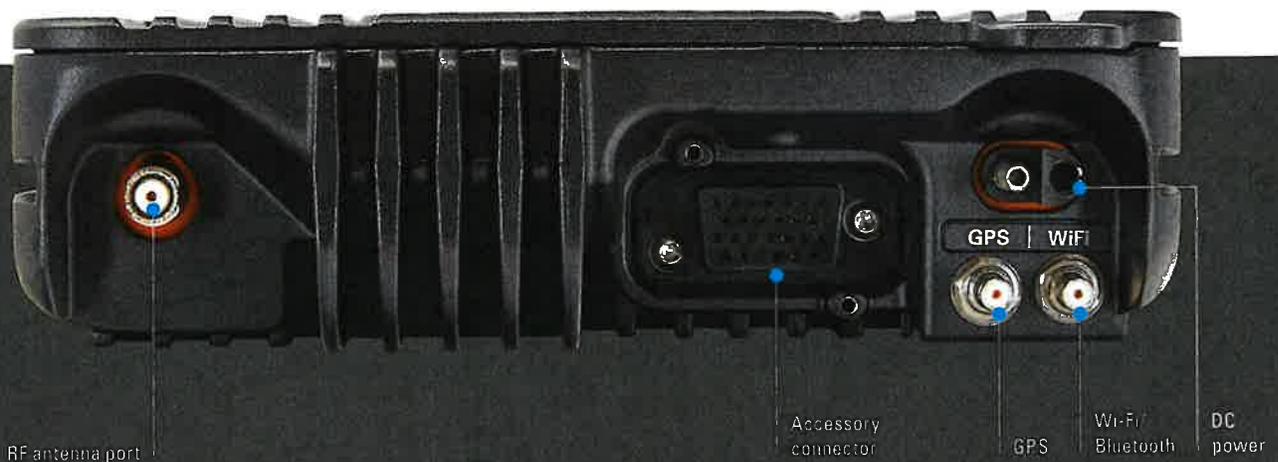
VOICE AND DATA, ALL AT ONCE

Packed with all the connections you need, the APX 6500 keeps your team in touch and within reach of over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



FAST INFORMATION RETRIEVAL

Running a routine database queries doesn't need to slow you down. Simply press a button on the keypad microphone and ask ViQi for the information you need. Keep your eyes on the situation and free up dispatchers to focus on more critical events. Move intelligence faster than ever with ViQi.



KEEP VOICE AND DATA PROTECTED

The APX 6500 secures voice and data using multiple hardware encryption algorithms and the ability to rekey over the air, so it's protected from scanners and eavesdroppers. What's more, P25 Radio Authentication ensures only valid users can access the system while the available two-factor authentication secures database logins.



FLEXIBLE, EASY INSTALLATION

The small and light form-factor of the APX 6500 allows for easy installation across a growing ecosystem of vehicles and installations. Users can choose one of several interchangeable control heads to best fit their need. Dual control head configuration enables radio operation from multiple locations within the same vehicle, such as a large fire truck.



ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.

02 CONTROL HEAD

EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.

Exaggerated design and rugged housing for extreme environments

Full color display with night mode and intelligent lighting

Integrated high density speaker for loud, clear audio



Programmable multi-select buttons

Enlarged multi-function channel / volume knob

03 HANDHELD CONTROL HEAD

HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.

Programmable buttons all around



Full color display with intelligent lighting

Programmable menu buttons

Dedicated volume and channel rockers

Fully integrated DTMF keypad

Integrated control head and microphone design

APX 6500 COMPATIBLE CONTROL HEADS*

Dedicated volume and channel knobs for quick control

Easy to read, anti-reflective color display



Programmable menu buttons

Bluetooth MPP Pairing

Full color display with night mode and intelligent lighting

Multi-function channel / volume knob



Programmable multi-select buttons

Integrated controls for siren and lights, PA and gunlock or DTMF keypad

E5 CONTROL HEAD

UNMATCHED READABILITY. OPTIMIZED USABILITY.

A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.

07 CONTROL HEAD

INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.



FEATURES

GENERAL FEATURES

Channel Capacity	1,000 channels standard, expandable to 3,000 channels
Encryption Algorithms	256-bit AES, ADP, DES, DES-XL, DES-OFB, DVP-XL

OPERATING MODES

Digital Trunking:	9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA
Analog Trunking:	3600 Baud SmartNet®, SmartZone®, Omnilink
Digital Conventional:	APCO 25
Analog Conventional:	Analog MDC 1200, Quik Call II System Configurations
SmartConnect	Connectivity

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY

Wi-Fi	802.11 b/g/n with up to 20 Wi-Fi networks provisioned in the radio ¹
Data Modem	Tethering ¹
ASTRO 25	Integrated Voice and Data
Enhanced Data ¹	
Integrated GPS/GLONASS	for Outdoor Location Tracking
Mission Critical	Geofence ¹
Personnel Accountability ¹	
SmartConnect ¹	
ViQi Virtual Partner ¹	
Bluetooth (Version 4.2)	

MANAGEMENT

Customer Programming Software (CPS)
Radio Management
Over-the-air Programming (OTAP) ¹

SECURITY

Tactical Inhibit ¹
P25 Authentication ¹
Software Key ¹
Single-key ADP Encryption ¹
Multikey for 128 keys and multi-algorithm ¹
Over-the-air Rekeying (OTAR) ¹

GPS/GNSS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start ²	<60 seconds (95%)
Hot Start ²	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

¹Optional ²Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength



ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common KeY Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3, FIPS 197

OTHER FEATURES

Text Messaging
Radio Profiles
Dynamic Zone
Intelligent Priority Scan
Unified Call List
Instant Recall
Data Modem Connection (wired or Wi-Fi) ¹
12 Character RFID Asset Tracking ¹
Digital Tone Signaling ¹

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY

Frequency Range/Band splits	WLAN (Wi-Fi): 2412 - 2472 MHz; 5180 - 5320 MHz; 5500 - 5825 MHz	
WLAN (Wi-Fi) 802.11 b/g/n (2.4GHz) 802.11 a/n/ac (5GHz)	Security protocols SSIDs	WPA-2, WPA, WEP Up to 20 pre-provisioned
Data Modem Tethering ¹		
Bluetooth Version 4.2	2402-2480 MHz Supports MPP Pairing ² and compatible with HSP, PAN, DUN and SPP Profiles found in Off-the-shelf Bluetooth accessories. Supports up to 6 data connections and 1 audio connection.	

SIGNALING (ASTRO 25 MODE)

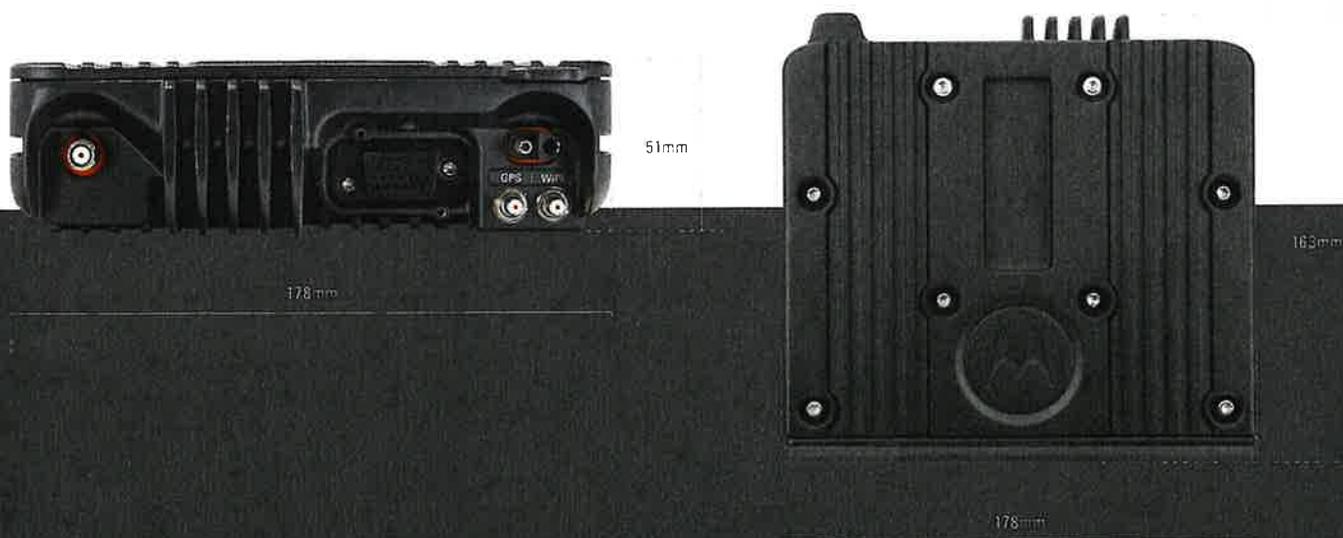
Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions

¹Optional
²For ES Control, Head only



DIMENSIONS AND WEIGHT

Radio Transceiver	51 x 178 x 163 mm (2.0 x 7.0 x 6.4 in)	2.18 kg (4.80 lbs)
Radio Transceiver and O2 Control Head - Dash Mount	69 x 207 x 223 mm (2.7 x 8.1 x 8.8 in)	2.43 kg (5.36 lbs)
Radio Transceiver and O5 Control Head - Dash Mount	51 x 178 x 202 mm (2 x 7 x 8.0 in)	2.24 kg (4.94 lbs)
Radio Transceiver and E5 Control Head - Dash Mount	51 x 178 x 209 mm (2.0 x 7.0 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and O7 Control Head - Dash Mount	51 x 178 x 208 mm (2 x 7 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and Remote Mount	51 x 178 x 193.6 mm (2 x 7 x 7.6 in)	2.18 kg (4.80 lbs)
O2 Control Head Remote Mount	68 x 206 x 53 mm (2.7 x 8.1 x 2.1 in)	-
O5 Control Head Remote Mount	51 x 180.3 x 64 mm (2.0 x 7.0 x 2.5 in)	-
E5 Control Head Remote Mount	51 x 178.5 x 64 mm (2.0 x 7.0 x 2.5 in)	-
O7 Control Head Remote Mount	51 x 178 x 40 mm (2.0 x 7.0 x 1.5 in)	-



PERFORMANCE AND REGULATORY

TRANSMITTER

	VHF	UHF R1	700 MHz	800 MHz				
Frequency Range/Bandsplits	136-174 MHz	380-470 MHz	764-776, 794-806 MHz	806-825, 851-870 MHz				
Rated RF Output Power (Adjustable)	1-50 W	1-40 W	3-30 W	3-35 W				
Frequency Stability (-30°C to +60°C; +25°C Ref.)	± 0.8 PPM	±0.8 PPM	±0.8 PPM	±0.8 PPM				
Emissions	Conducted -85 dBc	Radiated -10 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm
Modulation Limiting (12.5/20/25 kHz)	±5/±2.5 kHz	±5/±2.5kHz	±5/±2.5 kHz	±5/±2.5 kHz				
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	2.5%	1.50%	1.50%	1.50%				
Audio Response	+1, -3 dB (EIA)	+1, -3 dB (EIA)	+1, -3 dB (EIA)	+1, -3 dB (EIA)				
FM Hum & Noise (12.5 kHz/25 kHz)	-52 dB / -53 dB	-50 dB/ -53 dB	-48 dB / -50 dB	-48 dB / -50 dB				
Audio Distortion (12.5 kHz/25 kHz)	0.50%	0.50%	0.50% / 0.50%	0.50% / 0.50%				

RECEIVER

	VHF	UHF R1	700 MHz	800 MHz		
Frequency Range/Bandsplits	136-174 MHz	380-470 MHz	764-776 MHz	851-870 MHz		
Channel Spacing	12.5/25 kHz	12.5/25 kHz	12.5/25 kHz	12.5/25 kHz		
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit		
Audio Output Power at Rated/Max	7.5 / 15 W	7.5 / 15 W	7.5 / 15 W	7.5 / 15 W		
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	±0.8 PPM	±0.8 ppm	±0.8 ppm	±0.8 ppm		
Analog Sensitivity (12db SINAD)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121 dB (0.199 µV)	-121 dB (0.199 µV)
5% BER	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121.5 dB (0.188 µV)	-121.5 dB (0.188 µV)
Selectivity (12.5 kHz / 25 kHz / 30 kHz)	77 dB / 89 dB / 90 dB	72 dB / 83 dB / -	75 dB / 85 dB / -	75 dB / 85 dB / -		
Intermodulation Rejection	Pre-Amp 84dB / 84 dB	Standard 86 dB / 86 dB	Pre-Amp 82 dB / 82dB	Standard 86 dB / 86 dB	82 dB / 82 dB	82 dB / 82 dB
Spurious Rejection	95 dB	93 dB	91 dB	91 dB		
FM Hum & Noise (12.5 kHz / 25 kHz)	-50 dB / -59 dB	-50 dB / -55 dB	-50 dB / -59 dB	-50 dB / -59 dB		
Audio Distortion (12.5 kHz / 25 kHz)	1.2 %	1.5%	1.2 %	1.2 %		

POWER AND BATTERY DRAIN

	VHF	UHF R1	700 MHz	800 MHz
Frequency Range / Bandsplits	136-174 MHz	380-470 MHz	764-775, 794-806 MHz	806-825, 851-870 MHz
RF Power Output	1-50 W	1-40 W	3-30 W	3-35 W
Operation	13.8V DC ±20% Negative Ground	13.8V DC ±20% Negative Ground	13.9V DC ±20% Negative Ground	13.9V DC ±20% Negative Ground
Standby at 13.8V	0.85A	0.85A	0.85A	0.85A
Receive Current at Rated Audio at 13.8V	3.2A	3.2A	3.2A	3.2A
Transmit Current (A) at Rated Power	8 A @ 15 W 13 A @ 50 W	11 A @ 40 W 8A @ 15 W	8 A @ 15 W	8 A @ 15 W 12 A @ 35 W

ENVIRONMENTAL

Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 61000-4-2
Water and Dust Intrusion (w/ O2 control head)	IP56, MIL-STD

RADIO MODEL NUMBER

700/800 MHz	M25URSS9PW1BN
VHF	M25KSS9PW1BN
UHF R1	M25QSS9PW1BN

FCC/IC TYPE ACCEPTANCE ID

FCC/IC ID	Band and Power Level
	764-776 MHz (3-30 W)
FCC ID: AZ492FT7124 IC ID: 109U-92FT7124	794-806 MHz (3-30 W)
	806-824 MHz (3-35 W)
	851-870 MHz (3-35 W)
FCC ID: AZ492FT7130 IC ID: 109U-92FT7130	136-174 MHz (1-50 W)
FCC ID: AZ492FT7129 IC ID: 109U-92FT7129	380-470 MHz (1-40 W)



MOBILE MILITARY STANDARDS 810, C, D, E, F, G & H

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.6	II	500.6	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.6	I/C3, II/C1	502.7	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.6	I/C	503.7	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.6	I	510.7	I
Blowing Sand	-	-	510.2	II	510.3	II	-	II	510.6	II	510.7	II
Vibration	514.2	VIII, F, W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.7	I/24	514.8	I/24, II/5
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.7	I, V, VI	516.8	I, V, VI

For more information, please visit
www.motorolasolutions.com/apx



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

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

DOC ID: 11538

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 23, 2024

TITLE: Consideration of and action on a request to approve quote from Axon Enterprises, Inc., for outfitting 15 new car cameras, in the amount of \$143,094.60. This item is being requested by Chief of Police, Connie Rogers. This will service all wards. This is a budgeted item.

RECOMMENDATION:

Approve quote from Axon Enterprises, Inc., for outfitting 15 new car cameras, in the amount of \$143,094.60. This is a budgeted item.

BACKGROUND:

To equip the 15 police department cars with camera system. 6 replaced vehicles & 9 new vehicles.

BUDGETED ITEM:

The cost of this service is budgeted:

6 replaced from 100 3223 54 7590 in the amount of \$61,817.04.

9 new from 100 3223 54 7580 in the amount of \$81,277.56

Totaling \$143,0946.60.

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

Axon Enterprise, Inc. Outfitting 15 New Vehicles Cameras (PDF)

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

Review:

Connie Rogers Completed 10/24/2024 10:30 AM
Purchasing Pending
Finance Pending
City Clerk Pending
City Manager's Office Pending
Mayor & City Council Pending 11/04/2024 7:30 PM

Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737



Q-608767-45581.006DP

Issued: 10/15/2024

Quote Expiration: 11/18/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 145341

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
College Park Police Dept. - GA 3717 COLLEGE ST ATLANTA, GA 30337-3517 USA Email:	College Park Police Dept. - GA 3717 COLLEGE ST ATLANTA, GA 30337-3517 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Charles Landrum Phone: (404) 761-3131 Email: clandrum@collegeparkga.com Fax: 404-305-2050

Quote Summary

Program Length	28 Months
TOTAL COST	\$61,817.04
ESTIMATED TOTAL W/ TAX	\$61,817.04

Discount Summary

Average Savings Per Year	\$15,710.50
TOTAL SAVINGS	\$36,657.84

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$61,817.04	\$0.00	\$61,817.04
Total	\$61,817.04	\$0.00	\$61,817.04

Q-608767-45581.006DP

Quote Unbundled Price: \$98,474.88
 Quote List Price: \$59,225.04
 Quote Subtotal: \$61,817.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	28		\$108.00	\$123.43	\$20,736.00	\$0.00	\$20,736.00
Fleet3A	Fleet 3 Advanced	6	28	\$478.16	\$244.53	\$244.53	\$41,081.04	\$0.00	\$41,081.04
Total							\$61,817.04	\$0.00	\$61,817.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	6	1	12/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	6	1	12/15/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	1	12/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	12/15/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	03/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	01/01/2025	04/30/2027
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	6	01/01/2025	04/30/2027
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	6	01/01/2025	04/30/2027
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	01/01/2025	04/30/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	6
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	12/15/2025	04/30/2027
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	12/15/2025	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3717 COLLEGE ST	ATLANTA	GA	30337-3517	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
One Time Upfront	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$20,736.00	\$0.00	\$20,736.00
One Time Upfront	Fleet3A	Fleet 3 Advanced	6	\$41,081.04	\$0.00	\$41,081.04
Total				\$61,817.04	\$0.00	\$61,817.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

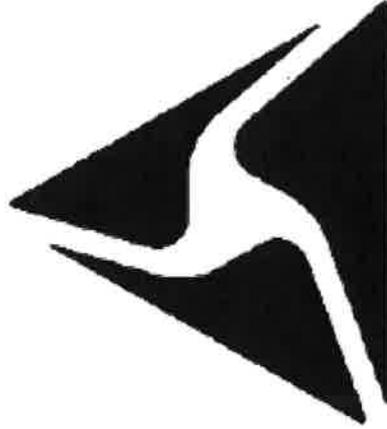
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/15/2024

Date Signed



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737



Q-597752-45580.998DP

Issued: 10/15/2024

Quote Expiration: 11/18/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 145341

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
College Park Police Dept. - GA 3717 COLLEGE ST ATLANTA, GA 30337-3517 USA	College Park Police Dept. - GA 3717 COLLEGE ST ATLANTA GA 30337-3517 USA Email:	Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Charles Landrum Phone: (404) 761-3131 Email: clandrum@collegeparkga.com Fax: 404-305-2050

Quote Summary

Program Length	28 Months
TOTAL COST	\$81,277.56
ESTIMATED TOTAL W/ TAX	\$81,277.56

Discount Summary

Average Savings Per Year	\$25,232.04
TOTAL SAVINGS	\$58,874.76

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$81,277.56	\$0.00	\$81,277.56
Total	\$81,277.56	\$0.00	\$81,277.56

Q-597752-45580.998DP

Quote Unbundled Price: \$140,152.32
 Quote List Price: \$81,277.56
 Quote Subtotal: \$81,277.56

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	9	28		\$78.00	\$78.00	\$19,656.00	\$0.00	\$19,656.00
Fleet3A	Fleet 3 Advanced	9	28	\$478.16	\$244.53	\$244.53	\$61,621.56	\$0.00	\$61,621.56
Total							\$81,277.56	\$0.00	\$81,277.56

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	9	1	12/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	9	1	12/15/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	9	1	12/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	9	1	12/15/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	9	1	03/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	9	01/01/2025	04/30/2027
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	01/01/2025	04/30/2027
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	9	01/01/2025	04/30/2027
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	18	01/01/2025	04/30/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	9
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	9

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	9	12/15/2025	04/30/2027
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	9	12/15/2025	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3717 COLLEGE ST	ATLANTA	GA	30337-3517	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	9	\$19,656.00	\$0.00	\$19,656.00
Year 1	Fleet3A	Fleet 3 Advanced	9	\$61,621.56	\$0.00	\$61,621.56
Total				\$81,277.56	\$0.00	\$81,277.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature _____ Date Signed _____

Signature

Date Signed

10/15/2024





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WWW.COLLEGE PARKGA.COM

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

DOC ID: 11506

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 9, 2024

TITLE: Consideration of and action on a request to approve quote from Clearview AI for facial image of a suspect, in the amount of \$15,195.00, basic 20 licenses with 1 year agreement. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.

RECOMMENDATION:

Approve quote from Clearview AI for facial image of a suspect, in the amount of \$15,195.00, basic 20 licenses with 1 year agreement. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.

BACKGROUND:

Clearview AI's revolutionary investigative platform allows investigators to search any facial image of a suspect, victim, or other person of interest against over 30 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Also helps clients accelerate their investigations, meaning they can do more with less.

BUDGETED ITEM:

The cost of this service is fully budgeted from 100 3200 52 6170 Administrative Contractual Services.

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

Clearview AI Proposal (PDF)

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

Review:

Connie Rogers	Completed	10/09/2024 1:53 PM
City Attorney's Office	Pending	
Finance	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM

October 2024

CLEARVIEW AI PROPOSAL

Proposal for: GA- College Park Police Department

CONTACT INFORMATION

Robert Gomez

Account Executive

Robert.Gomez@clearview.ai

407-819-7186



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1.1 CLEARVIEW AI OVERVIEW

1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform allows investigators to search any facial image of a suspect, victim, or other person of interest against over 30 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

We appreciate the confidence you have in Clearview AI and welcome the opportunity to work with your agency by providing solutions which help in your mission to solve crimes and ensure National Security. It is our understanding that this procurement can also serve as the basis for sharing intelligence with other fellow domestic and international Public Safety and Intelligence organizations. If awarded this important opportunity, we will leverage our proprietary online database and facial recognition solution to provide a more custom service to meet or exceed your agency and national expectations and to meet regional and national privacy compliance and data protection requirements.

1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary, web-based intelligence platform for law enforcement to use as a tool to help generate high-quality investigative leads. Our platform, powered by facial recognition technology, includes the largest



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known database of facial images sourced from public-only web sources, including news media, mugshot websites, public social media, and other open sources.

Our solutions allow agencies to gain intelligence and disrupt crime by revealing leads, insights and relationships to help investigators solve both simple and complex crimes, increase officer and public safety, and keep our communities and families safer.

1.2.1 NIST: #1 ALGORITHM RANK IN THE UNITED STATES

Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") ranked #1 in the U.S. for its performance in matching Visa Photos (99.81%), Mugshot Photos (99.76%), Visa border photos (99.7%) and Border Photos (99.42%), and ranked in top five worldwide in all of these categories out of 650 algorithms.

In the most difficult category of facial recognition tests, "Wild Photos", Clearview AI's algorithm ranked #1 in the U.S. and #2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99% accuracy across all demographics.

Clearview AI has been instrumental in thousands of cases including finding abducted children, identifying endangered dementia cases, and apprehending drug traffickers, sex offenders, and other violent criminals. Our database is the most representative of the population and is not limited to criminal offenders (mugshot database). With over 30 billion publicly available images, Clearview AI's database covers a multitude of ages, ethnicities, and physical characteristics.

1.2.2 KEY BENEFITS

- **HIGHLY EFFICIENT** Allows agencies to address manpower and resource deficiencies by providing high-probability investigative leads within a few seconds versus days or months.
- **INCREASE OFFICER, VICTIM + PUBLIC SAFETY** Uncover actionable intelligence with powerful tools to create cold case notification alerts. Support intelligence to validate suspect, victim and person of interest identities that is often impossible using legacy identity tools.
- **DATA YOU CAN'T FIND ANYWHERE ELSE** Clearview AI is the only facial recognition company that provides billions of faces captured on the open web and "in the wild", offering the highest probability of a successful match using the Clearview AI patented neural network algorithm and accuracy across all demographics.
- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database



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- **30+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

1.3 SECURITY & SOC2 COMPLIANCE

1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data. The examination was conducted by BARR Advisory, P.A.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.

Store data on multiple servers inside a secured data center in Northern Virginia with internal levels of access control.



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1.4 PRICE QUOTE 20 users

CUSTOMER INFORMATION

Dawn Chappell
Crime Analyst/CCIA
College Park Police Department
404-761-3131 ext. 2322 office
404-456-4120 cell

CLEARVIEW AI INFORMATION

Robert Gomez
Robert.Gomez@clearview.ai
407-819-7186

QUOTE DETAILS

Today's Date: 10/03/2024
Quote Expiration: 01/31/2025

RECURRING FEES 20 users				
CLEARVIEW AI SAAS SERVICES RECURRING FEES	Total # of Licenses	LIST PRICE	3 year price per year	1 year price
BASIC TIER 1	20	\$18894	\$14695	\$15195
PRO TIER 1	20	\$21895	\$16894	\$17394



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ONE-TIME FEES			
CLEARVIEW AI PROFESSIONAL SERVICES - ONE-TIME FEES	QTY <i>(If Applicable)</i>	LIST PRICE	DISCOUNTED PRICE TO CCSO
IMPI: Implementation Services		\$25,000	\$500
HDS2: Premium Help Desk Support		\$14,500	\$0
TOTAL ONE-TIME FEES		\$39,500	\$500

NOTE: ONE-TIME FEES ARE WAIVED WITH 3 YEAR PRICE LOCK AGREEMENTS.

3 YEAR AGREEMENT - SAMPLE PAYMENT SCHEDULE	
BASIC 20 LICENSES - 3 YEAR AGREEMENT	
DETAILS OF PAYMENTS & DUE DATES	AMOUNT DUE
Year 1 Payment for 2 licenses, due on the Effective Date 2024	\$14695
Year 2 Payment for 2 licenses, due on the first anniversary of the Effective Date [2025] (90-day written notification to cancel is required if year 2 is not funded)	\$14695
Year 3 Payment for 2 licenses, due on the second anniversary of the Effective Date [2026] (90-day written notification to cancel is required if year 3 is not funded)	\$14695
TOTAL OVER THE INITIAL 3 YEAR TERM	\$44085
OPTIONAL: DISCOUNT IF ALL 3 YEARS ARE PAID UPFRONT	-\$4408
GRAND TOTAL IF ALL 3 YEARS ARE PAID UP FRONT	\$39677

3 YEAR AGREEMENT - SAMPLE PAYMENT SCHEDULE



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PRO -20 LICENSES - 3 YEAR AGREEMENT

DETAILS OF PAYMENTS & DUE DATES	AMOUNT DUE
Year 1 Payment for 2 licenses, due on the Effective Date [2024]	\$16894
Year 2 Payment for 2 licenses, due on the first anniversary of the Effective Date [2025] (90-day written notification to cancel is required if year 2 is not funded)	\$16894
Year 3 Payment for 2 licenses, , due on the second anniversary of the Effective Date [2026] (90-day written notification to cancel is required if year 3 is not funded)	\$16894
TOTAL OVER THE INITIAL 3 YEAR TERM	\$50682
OPTIONAL: DISCOUNT IF ALL 3 YEARS ARE PAID UPFRONT	-\$5068
GRAND TOTAL IF ALL 3 YEARS ARE PAID UP FRONT	\$45617



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1 YEAR AGREEMENT - SAMPLE PAYMENT SCHEDULE

BASIC -20 LICENSES - 1 year agreement

DETAILS OF PAYMENTS & DUE DATES	AMOUNT DUE
Year 1 Payment, due on the Effective Date [2024]	\$14695
*ONE-TIME SET-UP CONFIGURATION/TRAINING FEE	\$500
TOTAL OVER THE INITIAL TERM	\$15195

PRO - 20 LICENSES - 1 year agreement

DETAILS OF PAYMENTS & DUE DATES	AMOUNT DUE
Year 1 Payment, due on the Effective Date [2024]	\$16894
*ONE-TIME SET-UP CONFIGURATION/TRAINING FEE	\$500
TOTAL OVER THE INITIAL TERM	\$17394



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BASIC & PRO

Basic Includes:

- Core functions and capabilities necessary to perform facial identification and generate high-quality investigative leads.
- Access to #1 ranked facial recognition platform to aid in the identification & investigation of persons of interest.
- Access the largest known database of 30+ billion facial images sourced from public-only web sources, including new media, mugshot websites, public social media, & many other open sources.
- User your own database of images with private galleries (i.e. mugshots)
- Platform upgrades that are deployed on a regular basis
- Basic Support via email and chat offered Monday-Friday, between 9a-5p EST.
- An assigned Customer Success Manager to assist you.

Pro includes:

- Premium features that offer advanced functionality for facial analysis, providing significant improvements to intelligence gathering -- [All Basic package features, plus:](#)
- [\[Currently Implemented\]](#). Still Image Enhancement: Extract the highest quality images from video footage and eliminate the need to capture, crop, and upload screenshots during an investigation.
- [\[Currently Implemented\]](#). Image Enhancement: Improve the quality of a probe image to achieve better results. Features include cropping, rotating, brightening, flipping, and sharpening the probe image.
- [\[Future Implementation\]](#). Photo Lineup: Generate a six pack of highly similar faces for more reliable eyewitness identification.
- [\[Future Implementation\]](#). Deconfliction: Enhance interagency collaboration and information sharing
- [Advanced Support](#): Engineering resource available for deployment guidance, integration support, and issue review and resolution.



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We offer 3 year price lock agreements. This option allows you to budget for 3 years without the risk of a pricing increase. With the 3 year price lock agreement, you have a couple of options:

- You will be invoiced for Year 1. At the end of Year 1, if you do not have funding for year 2, you will notify us in writing. You will not have access to the platform and will not have to pay for year 2. At the end of year 2, when you have funding, you can come back onto the platform at the locked in rate.
 - Year 1: Invoiced upon execution of agreement
 - Year 2: Invoiced on year 1 anniversary of agreement execution
 - Year 3: Invoiced on year 2 anniversary of agreement execution
- If you pay all 3 years upfront a discount is applied
 - Years 1, 2, and 3 total
 - Discount for Paying ALL 3 years upfront: -\$discount
 - Total Due if paying ALL 3 years upfront: \$Grand Total Due
- I am able to prorate months to get you to a budget year
- We have a sole source statement; but we can procure through a contract vehicle if your agency requires that. ***Please be aware there are additional fees associated with using the contract vehicle.***

To move forward with a formal agreement, I need to know the following to prepare it:

- Which type of procurement works best for your agency?
 - 1 year agreement
 - 3 year price lock
 - Pay ALL 3 years upfront
- Billing Contact: Name/Phone/Email
- Primary Admin: Name/Rank/Phone/Email
- Signatory: Name/Rank/Phone/Email



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Please Note: The price quote is not binding unless and until the parties execute an Order Former, including the Clearview Terms of Service and User Code of Conduct.

Search results established through Clearview AI and its related systems and technologies are indicative not definitive. Clearview AI, Inc. makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals **must** conduct further research in order to verify identities or other data generated by the Clearview AI system. Clearview AI is neither designed nor intended to be used as a single-source system for establishing the identity of an individual. In no event shall Clearview AI be liable for any misuse, negligence or misconduct by Customer in its use of the Clearview AI technologies. This contract is subject to and is incorporated by reference into the Clearview AI, Inc. Terms of Service and User Code of Conduct, located <https://www.clearview.ai/terms-of-service>. To the extent any terms or provisions of this price proposal conflicts with the Order Form, , the Order Form shall control



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

DOC ID: 11530

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 22, 2024

TITLE: Consideration of and action on a request to approve invoice from Magnet Forensics/Gray Shift, LLC, the software for phone forensics and extractions, in the amount of \$11,820.00. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.

RECOMMENDATION:

Approve invoice from Magnet Forensics/Gray Shift, LLC, the software for phone forensics and extractions, in the amount of \$11,820.00. This item is requested by Connie Rogers, Chief of Police. This item benefits all Wards. This is a budgeted item.

BACKGROUND:

Obtaining Evidence through Data Extraction. GrayKey provides the most complete extraction with access to all data including the following:

- *Full file system on the device
- *Keychain (e.g. decrypting third-party app's and obtain access to data that is outside the device)
- *Raw process memory.

This extraction capability enables you to access the data you need, to help you solve more cases - faster.

Digital forensics is continuing to grow and is becoming a critical form of

intelligence. This wealth of digital evidence - indicating where devices have been, what they've done, who they've communicated with, when and why - provides critical evidence (that is admissible and discoverable) for identifying and locating a criminal/perpetrator.

BUDGETED ITEM:

The cost of this service is fully budgeted from 100 3220 52 6170 Investigations Contractual Services.

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

Magnet Forensics, LLC. Invoice (PDF)

Magnet Forensics-Graykey (PDF)

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

Review:

Connie Rogers	Completed	10/24/2024 10:30 AM
Finance	Pending	
City Attorney's Office	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



Magnet Forensics, LLC
 931 Monroe Drive NE, Suite A102-340
 Atlanta GA 30308
 Phone: 1-844-638-7884
www.magnetforensics.com

Invoice

#SIN073220

Bill To

Dawn Chappell
 College Park Police Department (GA)
 3717 College St.
 College Park GA 30337
 United States

Ship To

Dawn Chappell
 College Park Police Department (GA)
 3717 College St.
 College Park GA 30337
 United States

Invoice Date: 08 Oct 2024

Due Date: 07 Nov 2024

Quote: Q-316017

Contract: C-00091808

End User	Terms	PO #	Currency
CUS10284 College Park Police Department (GA)	Net 30	Q-316017-1	USD

item	Contract Term	Quantity	Rate	Amount
GKL-ONF-ES GrayKey License - Essentials	10/21/2024 - 10/20/2025	1	\$11,820.00	\$11,820.00

Subtotal	USD \$11,820.00
Tax Total (%)	USD \$0.00
Total	USD \$11,820.00
Amount Paid	USD \$0.00
Amount Due	USD \$11,820.00

TIN: 813806753
 DUNS number: 081045174
 CAGE Code: 7R0W9

**EFFECTIVE OCTOBER 1, 2023, OUR BANKING INFORMATION HAS CHANGED
 PLEASE REVIEW AND AMEND YOUR RECORDS WITH THE BELOW DETAILS AS REQUIRED**

Banking Information

ACH Payments:

ABA: 072000326
 Account: 915239880

Wire Payments:

ABA: 021000021
 Account: 915239880
 SWIFT Code: CHASUS33

Check Payments:

Magnet Forensics LLC
 P.O. Box 737312
 Dallas, TX 75373-7312

Credit Card Payments:

For payments via AMEX, MC or VISA, use the link below.

Bank Address:

JP Morgan Chase
 270 Park Avenue
 New York, NY 10017

RECEIVED COLLEGE PARK POLICE
 OK TO PAY

OCT 08 REC'D

AUTHORIZED
 ACCOUNT# 100 3220 52 6170
 BUDGET LINE Contractual sis

Please send any questions or payment information to ar@magnetforensics.com



Magnet Forensics, LLC
931 Monroe Drive NE, Suite A102-340
Atlanta GA 30308
Phone: 1-844-638-7884
www.magnetforensics.com

Invoice
#SIN073220



Please send any questions or payment information to ar@magnetforensics.com

GrayKey At A Glance

Advances in smart phones introduces challenges for law enforcement

Mobile devices are a major source of evidence, but obtaining that evidence can be challenging. There are instances where the suspect or victim is reluctant to provide consent for releasing their device, collected devices are locked or warrants for holding a device expire and thus delaying resolution in time-sensitive investigations. Furthermore, agencies lack the budget or the personnel to handle the volume of devices that get collected over time. This can result in a backlog of devices that need to be reviewed and extending the time for case resolution.

Expedite your investigations with GrayKey

The speed of collecting data and the depth of data analysis is paramount in digital forensics. Grayshift is the leader in mobile device digital forensics, specializing in lawful access and extraction. The GrayKey device, is a state-of-the-art forensic access tool that extracts encrypted or inaccessible data from mobile devices and offers same-day extractions on locked iOS devices.

Only the GrayKey device can provide lawful same-day access for the latest iOS devices – often in less than one hour.

GrayKey is a device that is easy to use, offers the broadest support for iOS devices and is compatible with existing forensic analysis products. This plug-and-play platform is controlled by an easy-to-use web interface and is regularly updated for the latest iOS versions, devices or hardware.



GRAYKEY
by GRAYSHIFT

GrayKey Benefits to Digital Forensics



ACCESS

Most comprehensive iOS device support



SPEED

Same day extractions from locked iOS devices



DEPTH

Extract the full contents from iOS devices



CONTROL

Maintain evidence chain of custody



GRAYKEY IS A GAME-CHANGER FOR US

— A Criminalist from a major metropolitan police department

Obtaining Evidence through Data Extraction

GrayKey provides the most complete extraction with access to all data including the following:

- Full file system on the device
- Keychain (e.g. decrypting third-party apps and obtain access to data that is outside the device)
- Raw process memory

This extraction capability enables you to access the data you need, to help you solve more cases – faster.

Digital forensics is continuing to grow and is becoming a critical form of intelligence. This wealth of digital evidence – indicating where devices have been, what they've done, who they've communicated with, when and why – provides critical evidence (that is admissible and discoverable) for identifying and locating a criminal/perpetrator.

Only GrayKey can:

- 1 Extract more data from locked and encrypted mobile devices – on site at your own department all while maintaining chain of custody
- 2 Assist with the prioritization of obtained devices for data extraction
- 3 Integrate with existing forensic analysis products
- 4 Offer a scalable digital forensic solution that can meet the demand of any size law enforcement agency
- 5 Support a broad range of iOS devices and versions
- 6 Deliver the best in class customer support

For more Information

To learn more about how GrayKey can expedite your digital investigations, contact your sales representative at **1.833.472.9539** or visit **www.grayshift.com** today.

About Grayshift

Grayshift is a leading provider of mobile device digital forensics, specializing in access and extraction. Grayshift solutions are purpose-built to help law enforcement and government investigative agencies swiftly resolve critical investigations and ensure public safety. The company's innovative GrayKey technology provides rapid access, complete control, and comprehensive data extraction from mobile devices. Designed and assembled in the United States, GrayKey is trusted by 1000 agencies across over 25 countries globally.





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

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

DOC ID: 11558

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 31, 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.

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)

Prepared by: Queenie Brown
Department Director: Michelle Johnson, Director of Recreation & Cultural Arts

Review:

Michelle Johnson Pending
Yanous Barner Pending
City Clerk Pending
City Manager's Office Pending
Mayor & City Council Pending 11/04/2024 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



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

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

DOC ID: 11520

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 24, 2024

TITLE: Consideration to approve pool management costs in the total amount of \$ 144, 072 for Aquatic Management for ongoing services for summer lifeguard and cleaning services for the pools and splash pad. This is a budgeted item in Wards 1, 3 and 4.

RECOMMENDATION:

Approve pool management costs in the total amount of \$144,072 with Aquatic Management for ongoing services for summer lifeguards and cleaning services for the pools and splash pad.

BACKGROUND:

The pool season for 2025 will begin with the start of the summer camps on June 2, 2025, and goes on to July 26, 2025. Pool schedules at Conley and Wyatt are Monday/Wednesday/Friday from 1:00 PM to 5:00 PM, and Tuesday/Thursday from 1:00 PM to 7:30 PM and Saturday from 1:00 PM to 5:00 PM with no operations on Sundays.

The splash pad hours of operation for 2025 will begin June 2, 2024, through July 26, 2025, Monday through Saturday from 10:00 AM-5:00 PM and extended operational hours after school starts from Monday-Friday, July 28, 2025 through August 30, 2025 from 4:00 PM to 7:00 PM and Saturday operations through August from 10:00 AM to 5:00 PM.

In February 2022, a Request for Proposal (RFP) for lifeguard services was advertised and Aquatic Management was the most responsive proposer and was awarded the contract for services with a provision to automatically renew at the end of each year if

Page 1

not terminated for a total of three years. The contract amount for the management services is \$124,817 with \$15,690 for cleaning services with expanded services for the splash pad of \$3,565 for a total of \$144,072. Aquatic Management has provided services to the City for three seasons and provides services for other municipalities to include City of Atlanta, City of Tucker, City of Doraville, and City of Macon. There has been no increase in the contract cost.

Prior to contractual services with Aquatic Services lifeguard needs were hired through the City of College Park. It was difficult to find enough certified applicants to meet the needs and difficult to replace a lifeguard if they quit or were terminated in the middle of the season. Most applicants applying when hired would obtain their certification from Red Cross in which the training is offered at specific times of the year and if an applicant did not obtain their certification at this time, they have no other place to obtain their certification. With the contractual services through Aquatic Management, they can train and certify an applicant at any time, which helps with maintaining consistency in providing service for the pools if someone quits or is terminated.

The cost for the lifeguard services provided through the contractual services for the summer season. Aquatic Management also offers swimming lessons for the community from which the City receives ten percent of the revenue generated.

It is recommended to continue services through Aquatic Management for lifeguards and services for the splash pad for an attendant for the upcoming 2025 season.

BUDGETED ITEM:

This cost is a budgeted expense is Recreation Facilities under swimming pool supplies and services. Account number 100 6122 52 6070.

STRATEGIC CONNECTION:

This agenda item supports the City of College Park Strategic Plan included within Goal II: Quality of Life:

3. Increase participation in community activities including conferences, recreation, arts, crafts, festivals, and cultural experiences at the GICC, Gateway Arena and throughout College Park.

Attachments

AMI Amendment College Park 2025 (PDF)

2024 Executed Aquatic Management Contract (PDF)

Prepared by: Michelle Johnson
Department Director: Michelle Johnson, Recreation & Cultural Arts

Review:

Michelle Johnson Completed 10/24/2024 5:06 PM
Lindell Y. Miller Pending
City Attorney's Office Pending
City Clerk Pending
City Manager's Office Pending
Mayor & City Council Pending 11/04/2024 7:30 PM

10/17/2024

Aquatic Management 2025 Amendment

The stated sections, herein, of the existing contract between Aquatic Management and City of College Park is amended to the following specifications. All other terms and conditions remain in force.

DATES OF OPERATION:

June 2, 2025 through August 2, 2025

Aquatic Management lump sum cost \$124,817.00

Aquatic Cleaning Agreement lump sum cost \$15,690.00

Payments: The Company hereby proposes to perform the work and services set forth above for the price of \$140,507.00 per swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made according to the current pay schedule.

Phillips Splash Alternate: Extension of operations _____ (sign to execute)

Once schools are back in session through Saturday before Labor Day

Hours of Operations

Monday through Friday 4:00pm- 8:00pm

Saturdays 10:00am- 5:00pm

Total added cost is \$3,565.00

Aquatic Management Inc. GA

City of College Park

By: AMI LLC
Name: _____

By: _____
Authorized Agent - "Owner"

By: Contract Department

Date: _____

Date: 10/17/2024

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR
AQUATIC POOL MANAGEMENT SERVICES

This Agreement for Aquatic Pool Management Services ("Agreement") made and entered into this 21 day of March, 2022 by and between the **CITY OF COLLEGE PARK, GEORGIA**, a municipal corporation duly incorporated and existing under the laws of the State of Georgia (the "City"), and **AQUATIC MANAGEMENT INC. GA** ("Contractor"), a Nevada corporation authorized to transact business in Georgia.

WITNESSETH:

WHEREAS, the City issued that certain Request for Proposal No. 022222 ("RFP"), seeking proposals from qualified bidders to perform aquatic pool management services for its facilities including life safety, maintenance, operation, swim lessons and related services;

WHEREAS, Contractor is engaged in the business of providing the necessary materials and labor to complete the services and submitted a proposal responsive to RFP No. 022222; and

WHEREAS, the Mayor and City Council awarded the bid to Contractor on March 21, 2022; and

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide aquatic pool management services to the City as further detailed in Scope of Services attached hereto and incorporated herein as **Exhibit A** ("Scope of Services") during the City's 2022 Swim Season. This Agreement hereby incorporates RFP No. 022222 and Contractor's response thereto. In the event of any conflict between the terms of Exhibit A, the RFP, or Contractor's Proposal (**Exhibit B**) and this Agreement, the terms of this Agreement shall control. In the event of any conflict between the terms of Exhibit A and Exhibit B, the terms of Exhibit A shall control. If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the appropriate department head, or his/her designee, in the manner and to the extent required and as may be amended hereafter in writing by mutual agreement of the parties.
2. **FACILITIES.** The City grants Contractor the non-exclusive right to use the following aquatic facilities owned by the City ("Facilities") for the services to be performed under this Agreement, subject to the terms and conditions herein:

- (a) Conley Recreation Center Pool, 3636 College Street, College Park, GA 30337;
- (b) Tracey Wyatt Recreation Center Pool, 2300 Godby Rd., College Park, GA 30349; and
- (c) Phillips Park Splash Pad, 4400 Herschel Rd., College Park, GA 30337.

3. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit C** ("Cost Proposal") in monthly installments. The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. Payments not made within thirty (30) days of receipt shall be subject to the legal rate of interest. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
4. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City upon the end of the calendar year in which it is executed ("Initial Term"). Unless otherwise terminated pursuant to the provisions herein, this Agreement shall automatically renew at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed three (3) years from the Effective Date, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term.
5. **RECORDS, REPORTS, AUDITS.**
- (a) *Incident Reports.* Contractor shall have a process to create and provide reports of incidents that may occur at the Facilities, including but not limited to personal injuries, property damages, loss, theft, damage or destruction, physical inventory results, audits and self-assessments, corrective actions, and other property or incident-related reports as directed by the Director of Cultural Arts and Recreation or City Manager.
 - (b) *Gross Revenue Statements and Payments to City for Swim Lessons.* In exchange for the use of the Facilities to perform swim lessons, Contractor agrees to (i) remit payment to the City in the amount of ten percent (10%) of its Monthly Swim Lesson Revenue to the City or (ii) write off ten percent (10%) of its Monthly Swim Lesson Revenue from its monthly invoices to the City. Every thirty (30) days during the term of this Agreement, Contractor shall provide the City with a written financial statement of Contractor's monthly gross revenues for all swim lessons performed by its personnel at the Facilities ("Monthly Swim Lesson Revenue Statements"). The Monthly Swim Lesson Revenue Statements and related payment/write-offs shall be furnished contemporaneously with the invoices required in section 3, and certified as true and correct by an authorized manager or officer of Contractor.
 - (c) *Audit Rights.* The City may, at reasonable times at any time during the term of this Agreement, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be

audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. Contractor shall make all necessary books and records available for audit in Fulton County, Georgia.

6. **RELATIONSHIP OF THE PARTIES.**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

7. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

8. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt

of notice from the City specifying such failure.

- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
 - (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
 - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
9. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered

on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

10. **BACKGROUND CHECKS.**

(a) *All Contractor Employees.* Prior to assigning any employee to the City, the Contractor shall subject each of its employees (eighteen (18) years or older) prospectively considered for assignment to provide services to the City to a full background check, at Contractor's expense. Contractor employees shall be subjected to complete background checks every two (2) years thereafter or as otherwise agreed by the parties. The background check shall include, but not be limited to, the following:

- (i) Fingerprint check.
- (ii) Motor vehicle records.
- (iii) Criminal records.
- (iv) Credit records.
- (v) Educational records.
- (vi) Past and current employers.
- (vii) References.
- (viii) Military records.
- (ix) State licensing records, when applicable.

(b) *Contractor Employees/Volunteers Working with Minors.*

(i) The Contractor shall conduct a national criminal history check via fingerprint check on all newly hired employees, interns, and volunteers (eighteen (18) years or older) if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Agreement.

(ii) The Contractor shall complete an in-state background check on all newly hired employees, interns, and volunteers (eighteen (18) years or older) if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Contract. Such in-state background checks shall include a check of the following state registries:

A. The Georgia Sexually Violent Offender Registry maintained by the Georgia Bureau of Investigation.

B. The Georgia Child Abuse and Neglect Central Registry.

- (iii) The Contractor shall complete the initial background checks before the individual has contact with any minor.
 - (iv) The Contractor shall also complete out-of-state background checks on all newly hired employees, interns, and volunteers who have resided in Georgia for less than two (2) years if it is foreseeable that the individual may have contact with minors during the course of providing Services in the performance of this Contract. The Contractor shall complete the initial background checks before the individual has contact with any minor. If an individual's prior state of residence does not maintain a Sex Offender Registry, a Child Abuse and Neglect Central Registry, or any such similar registry, the Contractor shall complete a criminal background check of court records in the cities, counties and states of previous residence.
 - (v) The Contractor shall further perform complete background checks every two (2) years for all current employees or as otherwise agreed by the parties. If a current employee resides in a state other than Georgia and that state does not maintain a Sex Offender Registry, a Child Abuse and Neglect Central Registry, or any such similar registry, the Contractor shall complete a national, state and local criminal background check.
- (c) The Contractor represents and warrants that it shall exclude any person from working with the City, or to take action to terminate such person's relationship with the City at any time during the term of this Agreement, whose background check reveals that the person has exhibited behavior that (i) negatively impacts the health, safety and welfare of children, or is violent or harmful to children or adults; (ii) demonstrates the person is not fit or would not meet industries standards in performing the duties to which they are assigned under this Contract; (iii) demonstrates a disregard for the law; or (iv) poses a security risk.
 - (d) The Contractor shall further exclude from placing with the City or shall immediately terminate a person who refuses to submit to background checks as required by this section.
 - (e) The Contractor shall not provide the City with results of the background checks. However, Contractor agrees to exclude persons as provided in this section. Contractor shall maintain full responsibility for the actions of its employees, interns, volunteers and agents, and shall enforce and implement background check requirements that conform to state, federal, and local laws.
 - (f) The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, officials, representatives, agents, and employees from and against any claim,

liability, loss, cost or expense (including reasonable attorneys' fees) arising out of or resulting from its failure to implement and enforce all appropriate background check requirements.

11. **MANDATED REPORTING.** In accordance with Georgia's Mandated Reporting Statute, O.C.G.A. § 19-7-5, if the Contractor, or any of its employees, sub-contractors, or agents, has reasonable cause to believe that suspected child abuse has occurred, the Contractor shall immediately report the abuse to the Parks and Recreation Director or his/her designee. If it is foreseeable that the Contractor, or any of its employees, sub-contractors, or agents may have contact with minors during the course of providing Services in the performance of this Agreement, such individuals shall be required to complete the Mandated Reporter Training offered by the Georgia Division of Family and Children Services and submit proof of completion to the City.
12. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with this Agreement.
14. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit D and hereby incorporated into this Agreement.
15. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
 - (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace.
 - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations, and policies,

relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

16. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit E, attached hereto and incorporated herein.
17. **THE CITY'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
18. **WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe the working hours, work rules, building security measures and holiday schedule of the City, which will be provided to the Contractor upon request; provided, however, that adherence to such working hours and schedules shall not constitute justification for non-accomplishment of agreed upon schedules and deadlines.
19. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
 - (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
 - (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
 - (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

20. **FORCE MAJEURE.** No party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of a Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, acts of terrorism, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, or strikes, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing party shall be excused from its obligations for the period of delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within five (5) business days of its occurrence. The nonperforming party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution.
21. **CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.
22. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.
23. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
24. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

- 25. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:
 City Manager
 City of College Park
 3667 Main Street
 College Park, Georgia 30337

With copies to:
 City Attorney
 Fincher Denmark, LLC
 100 Hartsfield Centre Pkwy, Ste. 400
 Atlanta, Georgia 30354

If to the Contractor:

- 26. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- 27. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- 28. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- 29. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 30. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- 31. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations

and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement or any Exhibit and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

- 32. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
- 33. **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA,

BY:

[Handwritten signature]

TITLE: Bianca Motley Broom, Mayor

ATTEST (sign here):
Name (print):
DATE:

[Handwritten signature]
[Handwritten signature]
[Handwritten date]

[SIGNATURES CONTINUED ON NEXT PAGE]

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Michelle Johnson
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Stanley Hawthorne
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Executed on behalf of:

CONTRACTOR, Aquatic Management Inc RA

BY (sign here): [Signature]
Name (print): Carmen Zamudio
Title: Contracting Department

[Corporate Seal]

ATTEST (sign here):

[Signature]

Name (print): [Signature]

Title: GM

DATE: 5/13/22

EXHIBIT A SCOPE OF SERVICES

BASIC SERVICES

Stations and Zones

The Contractor shall match the pool stations and zones per the pool design with the optimal staffing number and placement of lifeguard locations to minimize blind spots.

The Contractor shall provide staffing at identified stations; this includes stations at a diving board(s), slides or other equipment, if installed, and rotating guards for the operation of the swimming pools.

Operation Maintenance of Pools

Preparation work is to be coordinated with the Recreation Department point of contact(s). At the beginning of the swimming season, as herein specified or as extended by mutual agreement between the parties, Contractor will help prepare swimming pool locations two (2) weeks prior to opening and furnish labor to include but not be limited to the following services:

1. The Contractor's personnel shall arrive 30 minutes prior to operating hours to prepare and clean for the day and stay 30 minutes after end of day to close and clean area;
2. Set up, clean and prepare for usage all movable equipment, including tables, chairs, lounges, lifeguard chairs, etc.;
3. Clean with sanitizer all equipment;
4. Clean with sanitizer and place lifeguard chairs at appropriate stations;
5. Clean, sanitize bathhouse restrooms and office area;
6. Reinstall umbrella covers/slide canopy/shade structure canopy. Inspect framework and report any defects in operation;
7. Report to City all operating deficiencies;
8. The Contractor's personnel must check chemicals on a regular basis throughout the day and record the chemical reading;
9. The City will provide training to the Contractor's personnel, with the designated pool maintenance company handling the pool chemicals;
10. Be responsible for check-out and handling of facility keys to staff;
11. Collect pool entrance fee for pool; and
12. Pool Manager collect, reconcile, run report then submit to the location Center Supervisor.

STAFFING QUALIFICATIONS

The Contractor shall furnish sufficient personnel for the operation of a safe and sanitary aquatic location.

1. All lifeguards will hold a minimum qualification of an advance lifeguarding certificate from either the nationally certified program, which includes First Aid and AED training;
2. The Contractor will provide a list of each person's certification (current) dates;
3. The Contractor is to staff with minimum 16 years of age and certified personnel;
4. The Contractor's personnel shall participate in ongoing in-service training. Said personnel will be furnished in a manner to operate the aquatic location in the safest manner possible and in the best interest of the City.
5. All personnel must be uniformly identified at all times. All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees of the Contractor and not of the City.
6. The Contractor's personnel are required to have a background check performed at the expense of the Contractor. See the Agreement for further details concerning background checks.
7. The Contractor shall, at the request of the City, replace personnel within five (5) calendar days due to the following:
 - a. Character and conduct issue(s)
 - b. Performance issue(s)
8. The Contractor shall, at the request of the City, replace personnel immediately due to the following:
 - a. Fighting
 - b. Stealing
9. The City shall have the right to request replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days.
10. Computer Literate (Microsoft Word, Excel, Publisher, PowerPoint, and Access)

NON-DISCRIMINATION

Non-Discrimination: In the performance of the contract, the Contractor shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, sex, age, national origin, color, religious belief, marital status, sexual orientation, veteran status, or disability and shall comply with all applicable policies and federal, state and local laws, regulations, and ordinances regarding equal employment opportunities.

Contractor shall bill the City in five equal invoices beginning the first week of the month, beginning in May. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.

STAFFING POSITIONS

The Contractor shall staff an Aquatics Manager and/or Aquatics Assistant Manager at the Conley Recreation Center and the Tracey Wyatt Recreation Center during operation hours.

THE CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
NOVEMBER 6, 2023

ACTION ITEMS

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Joe Carn, Ken Allen and Roderick Gay; City Manager Stanley Hawthorne; City Attorney Winston Demark; City Clerk Shavala Ames

Absent: None

WORKSHOP SESSION

- 1. No action taken.

100 6100 52 6070
(Swimming Pool
Supply Service)

REGULAR SESSION

- 2. Councilman Clay moved to approve the agenda, seconded by Councilman Carn and motion carried. (All voted yes)
- 3. Councilman Clay moved to approve Regular Session Minutes dated October 16, 2023, seconded by Councilman Allen and motion carried. (All voted yes)
- 4. Councilman Clay moved to approve Workshop Session Minutes dated October 16, 2023, seconded by Councilman Carn and motion carried. (All voted yes)
- 5. Councilman Clay moved to approve the consent agenda, seconded by Councilman Allen and motion carried: (All voted yes)
 - a. Motion to approve purchase of electrical material from various vendors for construction totaling \$526,745.00. (Workshop Item 2a).
 - b. Motion to approve pool management costs in the total amount of \$144,072 with Aquatic Management for ongoing services for summer lifeguards and cleaning services for the pools and splash pad. (Workshop Item 2b).
 - c. Motion to approve bid proposal from S.H. Creel Contracting and project cost in the amount of \$136,344.73 for replastering projects at the Conley and Wyatt Recreation Centers' main pools and trench drain. (Workshop Item 2c).
 - d. Motion to approve bid proposal from Southeastern Tennis Courts and Supply Company for \$53,590.00 for resurfacing, crack repair and pickleball lining of tennis courts at Phillips Park and Zupp Park. (Workshop Item 2d).

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Action Items

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Stanley Hawthorne
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1 of 3

11/06/2023

- 100 6110 52 6070
(Swimming Pool Supplies: Sevc)
- e. Motion to approve Storm Drainage Pipe Emergency Insulation Replacement under the on-demand contractor agreement with Kemi Construction for \$14,850.00. (Workshop Item 2e).
 - f. Motion to approve emergency design services of sewer system improvements to West Fayetteville Road utilizing Sanitary Sewer Evaluation Survey (SSES) Contract with Prime Engineering for \$38,395 from the Municipal Option Sales Tax (MOST). (Workshop Item 2f).
 - g. Motion to approve the purchase of two Life Pak 15 Automatic External Defibrillator (A.E.D) cardiac monitors and the utilization of Medtronic as the supplier at a cost of \$84,104.96. (Workshop Item 2g).
6. Councilman Allen moved to adopt Ordinance 2023-07 amending Section 1-10 in the City's Code of Ordinances and establishing a revised fine schedule for Municipal Court violations, seconded by Councilman Clay and motion carried. (All voted yes)
 7. Councilman Clay moved to approve the Interlocal Agreement between the City of Atlanta and the City of College Park 2023 Byrne Justice Assistance Grant (JAG) Program Award, in the amount of \$24,317.00, seconded by Councilman Carn and motion carried. (All voted yes)
 8. Councilman Clay moved to amend the budget for Fiscal Year 2022-2023 for the General Fund and Special Revenue Funds, seconded by Councilman Allen and motion carried. (All voted yes)
 9. Councilman Clay moved to approve the proposed amendments to Section 5 of the Flood Plain Ordinance, seconded by Councilman Carn and motion carried. (All voted yes)
 10. Councilman Clay moved to approve the Microsoft enterprise invoice for email users, by CDWG Microsoft Reseller in the amount of \$99,563.50, seconded by Councilman Carn and motion carried. (All voted yes)
 11. Councilman Clay moved to approve the cyber security grant participation and "to be determined" award amount, sponsored by the State of Georgia Technology Authority and known as the State Local Cyber Security Grant Proposal, seconded by Councilman Allen and motion carried. (All voted yes)
 12. Councilman Gay moved to make an additional comment, seconded by Councilman Carn, Councilman Clay and Councilman Allen opposed, Councilman Gay refused to vote, and Mayor Motley Broom voted in opposition and motion failed. (All voted yes)
 13. Councilman Clay moved to approve Executive Session minutes dated November 6, 2023, seconded by Councilman Allen and motion carried. (Councilman Gay did not vote).

- 14. Councilman Gay motion to speak during the Approval of Executive Session portion of the meeting, seconded by Councilman Carn, Councilmen Clay and Allen voted no, Mayor Motley Broom voted no, motion failed.

- 15. Councilman Allen moved to approve Executive Session item "Cyber Security A" in the amount of \$49,640.00, seconded by Councilman Carn and motion carried. (All voted yes)

Adjourned at 9:20 p.m.

100 6110 \$26070
(Swimming Pool Supplies
& Service)



10/04/2023

Aquatic Management 2023 Cost Amendment

The stated sections, herein, of the existing contract between Aquatic Management and City of College Park is amended to the following specifications. All other terms and conditions remain in force.

DATES OF OPERATION:

June 3, 2024 through August 10, 2024

Aquatic Management lump sum cost \$124,817.00
Aquatic Cleaning Agreement lump sum cost \$15,690.00

Payments: The Company hereby proposes to perform the work and services set forth above for the price of \$140,507.00 per swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made according to the current pay schedule.

Phillips Splash Alternate: Extension of operations _____ (sign to execute)

Once schools are back in session through Saturday before Labor Day

Hours of Operations

Monday through Friday 4:00pm- 8:00pm

Saturdays 10:00am- 5:00pm

Total added cost is \$3,565.00

Aquatic Management Inc. GA

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By: AMI LLC *Carmen Zamudio*
Name: _____
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By: Contract Department

Date: 10/04/2023 11/16/2023 | 11:44 AM EST

City of College Park

DocuSigned by:
By: *Stanley Hawthorne*
Authorized Agent - "Owner"
Date: 11/14/2023 | 2:57 PM EST

DocuSigned by:
Michelle Johnson
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11/14/2023 | 2:54 PM EST



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

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

DOC ID: 11521

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to for approval of a change order for Caliber Construction for the pavilion roof repairs and restoration at Barrett Park in the amount of \$ 30,030. This item is requested by Director of Recreation & Cultural Arts, Michelle Johnson. This is a budget item. This is located in Ward 1.

RECOMMENDATION:

To approve a change order for Caliber Construction for shingle roof installation, repair and painting for the pavilions at Barrett Park in the amount of \$ 30,030.

BACKGROUND:

On August 7, 2024, the honorable Mayor and Council approved the project for the Barrett Park Restrooms Facility and the project for a total amount of \$ 567,901.30 to come from car rental tax. For the project the restroom construction is completed along with, park lighting, cameras, access control for restroom installed. There have been improvements to the overall park to include repair for the handicap railings, landscaping. There is additional items for the project to include landscaping needed to include bank stabilization wall to assist with rain run-off affecting the pavilions and the repair, painting and restoration of all the pavilion roofs at Barrett Park.

On, February 5, 2024, the City of College Park received a Request for Proposal (RFP) for the Brady Roof in which they were awarded the most responsive bidder for replacing the roof and the contract has not been closed out. Two estimates were received from Caliber Construction to include an option to replace the five pavilions with existing shingles in the amount of \$ 19,800 and an option to replace to the shingle roof to metal for \$ 24,500. The cost for the metal roof was to provide an estimate for metal to match the newly constructed Barrett Park Restroom. There are pro and cons to both a shingle and metal roof. A shingle roof can be cheaper but the come with a 15-30-year warranty

but a metal roof has it advantage of a 30-50-year warranty.

The pavilion roof project cost break-down for the options are as follows:

The Barrett Park restroom project cost break-down is as follows:

- 1. Roof replacement- \$ 19,800-shingles/\$ 24,500-metal
- 2. Pavilion allowances - \$ 7,500 (painting and repair of pavilion)
- 3. Owner Contingency- \$ 2,730-shingles/\$ 3,200 metal (10% percent of the itemized cost)

It is recommended to approve the project cost of \$ 30,030 due to be the lowest cost for shingles from Caliber Construction. If the recommendation is for changing from a shingle roof to a metal roof the cost would be \$ 35,200 for the pavilion project.

BUDGETED ITEM:

This is a budgeted project for the Barrett Park Restroom Facility from car rental tax. The total budget approved for the project is \$ 567,901.30. The account budget number is 100 6122 54 7520-Recreation Facilities Buildings.

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.

Attachments

caliberconstructionllc_estimate_1491_ (PDF)

BARRETT PARK RESTROOM CONSTRUCTION BUDGET SUMMARY09302024 (PDF)

07-23 CAM 10590 Approval of Bid and cost for Barrett Park Restrooms 08-07 FINAL (DOCX)

Printout-10909-1067 (DOC)

02052024 Action Items (PDF)

Request for Sealed Proposal_Caliber Construction LLC (PDF)

Prepared by: Michelle Johnson
Department Director: Michelle Johnson, Recreation & Culutral Arts

Review:

Michelle Johnson Completed 10/24/2024 5:06 PM

Lindell Y. Miller Pending

City Attorney's Office Pending

City Clerk Completed 10/29/2024 5:16 PM

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM

ESTIMATE

**Prepared For**

The City of College Park GA
 Barrett Park, 2001 Walker Avenue
 College Park, GA 30337
 (404) 695-7902

Caliber Construction, LLC

7172 Adairsville Highway
 Adairsville, GA 30103
 Phone: (770) 769-4070
 Email: Office@BuiltByCaliber,.com
 Web: www.BuiltByCaliber.com

Estimate # 1491
 Date 08/26/2024
 PO # Job #1173

Description**Rate**

SHINGLED ROOFING \$19,800.00

- Remove existing shingles (1 layer included)
- Add synthetic felt
- Add drip edge (required by building codes)
- Add 34 squares of Owens Corning Duration shingles
- Add Owens Corning (Starter Strip Plus)
- Add Owens Corning ridge cap (ProEdge)
- Remove all debris (dumpsters included)
- Remove and replace any damaged 1" T&G decking as needed \$7.00 per foot. (No paint)
- Includes 10 year Caliber and Owens Corning workmanship warranty
- * Covered in the Preferred Protection *
- Includes 50 year Owens Corning materials

METAL ROOFING \$24,500.00

- Provide and install 3400 sq ft of painted metal roofing
- Provide and install wood 1x2 nailers for metal attachment
- Trim package includes rake trim, drip edge, and ridge vent
- All trim will be screwed
- Remove and replace any damaged 1" T&G decking as needed \$7.00 per foot. (No paint)

* Color to be decided by owner

Subtotal \$44,300.00

Total **\$44,300.00**

- Prices quoted in this Estimate are good for thirty (30) days.
- By signing this document, the customer agrees to the services and conditions outlined in this document.
- Payments are Due on Receipt unless noted otherwise.

BARRETT PARK RESTROOMS
2001 WALKER AVE.
COLLEGE PARK, GA. 30337

BUDGET ITEM	BUDGET TASK	VENDOR NO.	VENDOR NAME	INVOICE DATE	INVOICE NUMBER	INVOICE AMT. APPROVED	BUDGET AMT.	BUDGET AMT. REMAINING
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	10/30/2023	2024427	\$4,200.00	\$57,000.00	
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	10/30/2023	2023426	\$4,900.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	10/30/2023	2023425	\$5,600.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	10/30/2023	2023424	\$3,220.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	1/8/2024	2024439	\$17,500.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	4/23/2024	2024455	\$6,300.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	4/23/2024	2024456	\$4,900.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	4/23/2024	2024457	\$5,600.00		
1	PROJECT MANAGEMENT	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	6/3./2024	2024463	\$4,620.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	10/3/2023	APPIICATION # 1	\$45,375.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	9/25/2023	APPIICATION # 3	\$38,500.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	9/1/2023	APPIICATION # 2	\$35,000.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	10/3/2023	APPIICATION # 4	\$23,300.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	10/27/2023	APPIICATION # 5	\$52,027.40		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	11/10/2023	APPIICATION #6	\$31,000.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	12/6/2023	APPIICATION # 7	\$20,700.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	2/7/2024	APPIICATION # 8	\$23,360.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	2/29/2024	APPIICATION # 9	\$33,660.25		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	5/1/2024	APPLICATION # 10 FINAL	\$32,150.00		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	12/5/2023	530	\$2,920.50		
2	CONSTRUCTION	14194	GLOBAL ENVIRONMENTAL CONSULTANTS	12/8/2023	529	\$9,355.00		
4	SECURITY SYSTEMS	13189	INTEGRATED SECURITY TECHNOLOGIES	10/19/2023	1884	\$4,008.00	\$35,000.00	
4	SECURITY SYSTEMS	13189	INTEGRATED SECURITY TECHNOLOGIES	10/19/2023	1885	\$8,060.99		
4	SECURITY SYSTEMS	13189	INTEGRATED SECURITY TECHNOLOGIES	10/19/2023	1886	\$9,190.00		
4	SECURITY SYSTEMS	13189	INTEGRATED SECURITY TECHNOLOGIES	10/19/2023	2024-1008-3	\$3,424.00		
4	SECURITY SYSTEMS	7432	ACADEMY LOCK & KEY, INC			\$862.28		
3	PARK LIGHTING		COLLEGE PARK POWER			\$0.00	\$30,000.00	
5	LANDSCAPING	13848	PRO CUTTERS LAWNSCAPES	6/12/2024	524-38PCL	\$9,719.62	\$45,000.00	
5	LANDSCAPING	7432	PRO CUTTERS LAWNSCAPES			\$8,795.79		
5	LANDSCAPING	13848	PRO CUTTERS LAWNSCAPES			\$7,636.46		
5	LANDSCAPING	13848	PRO CUTTERS LAWNSCAPES			\$7,027.73		
7	OWNER CONTINGENCY	14559	Z WELD AND FABRICATION, LLC	6/21/2024	135	\$3,650.00	\$52,000.00	
7	OWNER CONTINGENCY	14559	Z WELD AND FABRICATION, LLC			\$1,600.00		
7	OWNER CONTINGENCY	14559	Z WELD AND FABRICATION, LLC			\$3,600.00		
7	OWNER CONTINGENCY	14559	Z WELD AND FABRICATION, LLC		138	\$6,375.00		
7	OWNER CONTINGENCY	9745	METROCORP DEVELOPMENT ENTERPRISES, INC.	8/5/2024	2024469	\$1,400.00		
7	OWNER CONTINGENCY	TBD	R S LANDSCAPING/TREE REMOVAL		TBD	\$16,300.00		
TOTALS						\$495,838.02	\$567,901.30	\$72,063.28



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

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

DOC ID: 10590

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager

DATE: August 7, 2023

TITLE: Motion to approve bid from Global Environmental Services for construction and build of Barrett Park restrooms in the amount of \$348,901.30 and total cost of the project in the amount of \$567,901.30

Recommendation

Approve bid from Global Environmental Services for construction and build of Barrett Park restrooms in the amount of \$348,901.30 and total cost of the project in the amount of \$567,901.30.

Background

The City of College Park budgeted \$600,000 in car rental tax for project build for restrooms at Barrett Park. On March 20, 2023, Mayor and Council approved agenda item # 10235, using car rental tax funds to proceed with actions to procure bids to build a restroom facility at Barrett Park. The Request for Proposal (RFP) for Barrett Park restrooms was advertised on June 6, 2023.

The bid opening was on July 18, 2023. The City of College Park received three bid proposals for the project.

Company Name	Bid Proposal
Global Environmental Services	\$348,901.30
Greenheart Construction, Inc.	\$494,439.00
Professional Engineered Structures & Associates, LLC.	\$839,135.00

Of the three bid proposals, Global Environmental Services provided the lowest cost,

most responsive bid in the amount of \$348,901.30.

The Barrett Park restroom project cost break-down is as follows:

1. Construction documents, bid support, quality control and project and contract management: \$57,000.00 (Metrocorp Development Enterprises, Inc.)
2. Construction: \$348,901.30 (Global Environmental Services)
3. Park lighting allowance: \$30,000.00 (City’s Power Department)
4. City-wide Park pilot cameras and security access systems allowance: \$35,000.00 (City’s Information Technology Department procurement)
5. Tree removal, drainage, grass sod and landscaping allowance: \$45,000.00 (City’s Recreation and Cultural Arts procurement)
6. Water and sewer infrastructure: \$0.00 (City’s Public Works Department funded by the Municipal Operation Sales Tax (M.O.S.T) for water and sewer connection by Kemi Construction. Agenda item approved on July 17, 2023)
7. Owner contingency allowances: \$ 52,000.00 (10% percent of the itemized cost)

It is recommended to approve bid amount from Global Environmental Services in the amount of \$348,901.30 and total cost of the project in the amount of \$567,901.30.

Resource Impact

The total cost of the project is \$567,901.30 to come from car rental tax.

Strategic Connections

The addition of a restroom to Barrett Park supports the City of College Park Strategic Plan 2020, included within Goal II: Quality of Life: II-3 Improve the recreation and parks system so that it better aligns with the goals and needs of the community.

Attachments

Memo to File - RFP Barrett Park Restroom Facility - 071823 (DOCX)

RFP Barrett Park Restroom Facility - Specs (PDF)

Bid Final Tabulation - RFP Barrett Park Restroom Facility - 071823 (PDF)

Park Restrooms Design Concept (PDF)

Prepared by:	Michelle Johnson, Director of Recreation & Cultural Arts
Department Director:	Michelle Johnson, Director of Recreation & Cultural Arts
Reviewed By:	Jackson Myers, Special Project Administrator; Willis Moody, Purchasing and Fleet Administrator; Michael Hicks, Chief Information Officer; Hugh Richardson, Director of Power; Emmanuel Adediran, Director of Public Works Director; Deen Buharie, City Engineer; Althea Philord-Bradley,

Director of Finance and Accounting; Shavala Ames, City Clerk



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

DOC ID: 10909

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, Interim City Manager

DATE: January 30, 2024

TITLE: Approval of bid for the Brady Recreation Roof Rehabilitation submitted by Caliber Construction roof upgrades in the amount of \$ 364,915.70

RECOMMENDATION: Accept the lowest responsible bid submitted by Caliber Construction and award a contract not to exceed as follows:

Option II: This option is based on Alternate II represented by Section 2 New Metal Standing Seam Roof W/Iso Board (Waterproofed Each Day) and Nailers Sheet A-1.1 over the existing 4 x 4 T&G Structural Decking. Decking Replacement and Repair will be a unit price item if required and estimated cost is included under the allowance. Also, the Georgia Code requirements of R-20 or better insulation above deck for new installations is met.

This option includes the T.P.O Recover Roofing Replacement on Flat Roofs per Construction Documents.

Total Budgeted Cost (Option II): \$364,915.70

Note: See attached Bid Analysis Brady Recreation Center Roof Rehabilitation for more specific cost details.

BACKGROUND: The City of College Park accepted sealed proposals from qualified vendors for the RFP-Brady Recreation Roof Rehabilitation- 122723. Sealed proposals were opened on January 17, 2024, at 10:30 am at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337.

The roof at the Brady Recreation Center Roof is over 60 years old and is having issues with leaks and constant repairs and patches over the gymnasium floor. The roof has multiple layers of shingles and is at its life expectancy and would recommend roof upgrade to prevent cost on constant repairs and damage to the facility.

Option I: This option is based on Alternate I represented by Section 1 New Metal

Standing Seam Roof W/Moisture Barrier (Water Shield Underlayment) Sheet A-1.1 over the existing 4 x 4 T&G Structural Decking to be considered if the decking conditions are adequate. Adequacy will be determined based on the percentage and cost of 4 x 4 T&G Structural Decking to be repaired and/or replaced, suitability to attach standing seam roof and additional requirements based on the existing decks condition. Decking Replacement and Repair will be a unit price item if required and estimated cost is included under the allowance.

The Georgia Code requirements of R-20 or better insulation above deck for new installations is not met.

This option includes the T.P.O Recover Roofing Replacement on Flat Roofs per Construction Documents.

Total Budgeted Cost (Option I): \$287,065.70

An overview of the consideration for each option is as follows:

OPTION	Scope	Cost	Pros/Cons
I	<p>Option I: This option is based on Alternate I represented by Section 1 New Metal Standing Seam Roof W/Moisture Barrier (Water Shield Underlayment) Sheet A-1.1 over the existing 4 x 4 T&G Structural Decking to be considered if the decking conditions are adequate. Adequacy will be determined based on the percentage and cost of 4 x 4 T&G Structural Decking to be repaired and/or replaced, suitability to attach standing seam roof and additional requirements based on the existing decks condition. Decking Replacement and Repair will be a unit price item if required and estimated cost is included under the allowance. Georgia Code</p>	<p>\$ 287,065.70</p>	<p>Pros: Provides new Standing Seam Metal Roof and moisture barrier over existing T&G Structural decking. Provides T.P.O Recover Roofing Replacement on Flat Roofs section. Twenty-year material warranty and 2-yr workmanship provided on Metal Panels and T.P.O Recover Roofing System. Leaks caused by any non-MANUFACTURER materials, such as the roof deck or non-MANUFACTURER insulation, are not covered. Cons: Leaks caused by any non-MANUFACTURER materials, such as the roof deck or non-MANUFACTURER insulation, are not covered. Georgia Code requirements of R-20 or better insulation above deck for new installations is not met. Roof decking Areas deteriorated, and excessive patched areas on roof found causing leaks must be repaired or replaced. Allowance cost based on ten percent of cost for defective decking is \$26,178.70 allowance.</p>

	<p>requirements of R-20 or better insulation above deck for new installations is not met. This option includes the T.P.O Recover Roofing Replacement on Flat Roofs per Construction Documents.</p>		
<p>II</p>	<p>Option II: This option is based on Alternate II represented by Section 2 New Metal Standing Seam Roof W/Iso Board (Waterproofed Each Day) and Nailers Sheet A-1.1 over the existing 4 x 4 T&G Structural Decking. Decking Replacement and Repair will be a unit price item if required and estimated cost is included under the allowance. Georgia Code requirements of R-20 or better insulation above deck for new installations is met. This option includes the T.P.O Recover Roofing Replacement on Flat Roofs per Construction Documents.</p>	<p>\$ 364,915.70</p>	<p>Pros: Provides New Metal Standing Seam Roof W/Iso Board (Waterproofed) and Nailers over the existing 4 x 4 T&G Structural Decking. Provides T.P.O Recover Roofing Replacement on Flat Roofs section. Georgia Code requirements of R-20 or better insulation above deck for new installations is met. 20 Year Warranty: MANUFACTURER guarantees to you, the owner of the building described above, that MANUFACTURER will provide “Edge To Edge” protection by repairing leaks through the MANUFACTURER roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, pre-flashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the “MANUFACTURER Roofing Materials”) resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the MANUFACTURER Roofing Materials. There is no dollar limit on covered repairs. Cons: Roof decking Areas deteriorated, and excessive patched areas on roof found causing leaks must be repaired or replaced. Additional Cost \$28,550.00 for</p>

			Insulation to meet Georgia Code requirements. Allowance cost based on ten percent of cost for defective decking is \$30,578.70 allowance.
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BUDGETED ITEM:

\$46,200 is budgeted for Brady roof repair in Recreation Facilities in account 100 6122 52 5740. Additional funding is required in the amount of \$318,715.70 for Option II recommendation. The recommendation is to finance the remaining balance of \$318,715.70 with Car Rental Tax Fund. This is considered a request for an emergency fix.

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.

Attachments

BRADY ROOF01252024xlsx (PDF)

Agenda Memorandum (2024-10909) RFP – BRADY REC ROOF REHABILITATION - 122723 (PDF)

RFP – BRADY REC ROOF REHABILITATION - Specs (PDF)

Prepared by: Michelle Johnson
Department Director: Michelle Johnson, Park, Recreation & Cultural Arts Department

Review:

- City Manager's Office Completed 01/29/2024 8:38 AM
- Michelle Johnson Completed 01/27/2024 10:46 AM
- Purchasing Completed 01/29/2024 9:29 AM
- Finance Completed 01/30/2024 4:38 PM
- Deen Buharie Completed 01/30/2024 4:51 PM

City Clerk Pending

City Manager's Office Completed 01/29/2024 8:38 AM

Mayor & City Council Pending 02/05/2024 7:30 PM

THE CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
FEBRUARY 5, 2024

ACTION ITEMS

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

Absent: City Clerk Shavala Ames

WORKSHOP SESSION

1. Councilwoman McKenzie motioned to move forward with the FY 2023-2024 Finance Status Update presentation, seconded by Councilman Carn and motion carried. (All voted yes)
2. Councilman Carn motioned to move forward with discussion without interruptions from the Mayor, seconded by Councilman Gay and motion carried. (All voted yes)
3. Councilman Carn motioned that members of this body are not required to address all questions to the chair/mayor, seconded by Councilman Gay, Councilwoman McKenzie and Councilwoman Arnold voted opposed, Mayor opposed, motion failed.
4. Councilman Carn motioned a reconsideration of the previous action that members of this body are not required to address all questions to the chair, Councilman Gay seconded; Councilman Gay then withdrew his second, motion failed for lack of a second.
5. Councilman Gay motioned to table the FY 2023-2024 Financial Status Update Presentation, seconded by Councilwoman McKenzie and motion carried. (All voted yes)

REGULAR SESSION

6. Councilwoman McKenzie moved to delete 7w. Consideration of and action on a request to allow elected officials access to their Ward constituent's contact information that includes name, address, phone number and email, seconded by Councilwoman Arnold and motion carried. (All voted yes)
7. Councilman Carn moved to approve the agenda, seconded by Councilwoman Arnold and motion carried. (All voted yes)

8. Councilwoman McKenzie moved to deny approval of January 16th Council Session minutes due to the lack consequential events and discussion in the minutes, seconded by Councilman Carn and motion carried. (All voted yes).
9. Councilwoman McKenzie moved to amend the January 5, 2024 meeting minutes due to a missing vote, seconded by Councilman Carn and motion carried. (All voted yes)
10. Councilwoman McKenzie motioned to extend citizen remarks for Tina Hill, seconded by Councilman Carn, Councilman Gay abstained, Councilwoman Arnold voted in favor and motion carried.
11. Councilman Carn motioned to extend time for Public Comments for all those who chose to speak, seconded by Councilwoman Arnold and motion carried. (All voted yes)
12. Councilman Carn moved to approve a request for council agenda and council chamber upgrades by Granicus for the voting, agenda, and community engagement modules, seconded by Councilwoman Arnold and motion carried. (All voted yes)
13. Councilwoman Arnold moved to table the request for a special event permit from the USA Boxing Sanctioned event "Fight for the Youth" on June 1, 2024 at the College Park Tracey Wyatt Recreation Center from 8:00 a.m. to 7:00 p.m. with the proviso to schedule a future Workshop discussion or more information, seconded by Councilman Carn and motion carried. (All voted yes)
14. Councilwoman Arnold moved to table the approval of the Tracey Wyatt Recreation Center proposed mural design, seconded by Councilman Carn and motion carried. (All voted yes)
15. Councilman Gay moved to deny the renewal of the Peachtree Government Relations Contract (State Lobbyist Consultant), seconded by Councilman Carn and motion carried. (All voted yes)
16. Councilwoman McKenzie moved to approve the contract agreement between the City of College Park and Ikon FilmWorks for video production services, seconded by Councilwoman Arnold and motion carried. (All voted yes)
17. Councilwoman McKenzie moved to the repeal Ordinance 2023-04 approved on October 16, 2023 to codify departments under a new organizational restructuring, seconded by Councilman Gay and motion carried. (All voted yes)

18. Councilman Carn motion to solicit bid Proposal (RFP) for Employee Benefits Insurance Broker Service, seconded by Councilwoman McKenzie and motion carried. (All voted yes)
19. Councilman Gay moved to approve a contract to One Talent, Inc. for the administration, management, distribution and reporting of The Jack P. Longino Mayoral Scholarship Fund with pro viso that no election official's family, servant, agent, or friends are in recipient of the monies, seconded by Councilman Carn and motion carried. (All voted yes)
20. Councilwoman McKenzie moved to award the bid proposal for the Brady Recreation Roof Rehabilitation submitted by Caliber Construction roof upgrades in the amount of \$364,915.70, seconded by Councilwoman Arnold and motion carried. (All voted yes)
21. Councilwoman McKenzie moved to approve of a change order for S.H. Creel Contracting for 10-day brush and balance as required for new re-plaster curing for both the Conley and Wyatt main pools in the amount of \$24,195.94, seconded by Councilman Carn and motion carried. (All voted yes)
22. Councilwoman McKenzie moved to approve the Dick's Sporting Goods Foundation, Sports Matter 75FOR75 grant award for \$75,000 for sporting equipment, seconded by Councilman Carn and motion carried by those present.
23. Councilman Carn moved to approve the Metro Atlanta Cities Wellbeing Initiative Agreement which supports for a \$4500 stipend to assist with the food desert initiative for the City of College Park, seconded by Councilwoman McKenzie and motion carried. (All voted yes)
24. Councilman Gay moved to approve the purchase of the Mobile Pro Systems for a mobile surveillance trailer camera to be located city-wide, in the amount of \$45,288.00, seconded by Councilman Carn and motion carried. (All voted yes)
25. Councilman Gay moved to approve the dispersal of payments to Speedway Ford for services rendered on Building & Grounds vehicle unit# 128 F350 in the amount of \$12,858.12 for engine replacement and repair cost, seconded by Councilwoman Arnold and motion carried.
26. Councilwoman Arnold moved to approve the voting delegate resolution to appoint Councilwoman McKenzie to the Municipal Electric Authority of Georgia, seconded by Councilman Carn and motion carried. (All voted yes)

27. Councilman Carn moved to appoint Councilwoman McKenzie and Councilman Gay to the Municipal Competitive Trust Fund resolution, seconded by Councilman Gay and motion carried. (All voted yes)
28. Councilwoman Arnold moved to approve the contracting Contemporary Services Corporation as one of our Unarmed Event Security vendors at the Arena and the Georgia International Convention Center, motion died due the lack of a second.
29. Councilman Carn motion to resubmit a bid proposal for the Unarmed Event Security vendors at the Arena and the Georgia International Convention Center, seconded by Councilman Gay, Councilwoman Arnold abstained, Councilwoman McKenzie voted in favor and motion carried.
30. Councilman Carn moved to approve the renewal and amendment of the Johnson Controls Fire Protection Fire Protection Services contract, seconded by Councilman Gay and motion carried. (All voted yes)
31. Councilman Carn moved to approve Johnson Controls Fire Protection Services, our current fire service vendor to repair and replace a leaking valve and leaking clapper valve on the dry sprinkler system, seconded by Councilman Arnold and motion carried. (All voted yes)
32. Councilwoman McKenzie moved to approve the replacement of ten (10) Risers necessary to achieve the client's set up requirements and to continue to provide quality service, seconded by Councilwoman Arnold and motion carried. (All voted yes)
33. Councilwoman McKenzie moved to discuss the travel policy, seconded by Councilwoman Arnold but no vote was taken.
34. Councilwoman McKenzie moved to amend the travel policy to remove verbiage "Metro-Atlanta counties" and list the Metro Atlanta counties; Clayton, Cobb, DeKalb, Fulton and Gwinnett, seconded by Councilwoman Arnold and motion carried.
35. Councilman Carn moved to approve the code of ordinance to allow Special Called Meetings to be required by the consensus of three City Councilmembers, seconded by Councilman Gay and motion carried. (All voted yes)
36. Councilman Carn moved to appoint Councilman Joe Carn to the Destination Marketing Organization (DMO), seconded by Councilwoman McKenzie, Councilwoman Arnold abstained, Councilman Gay voted in favor and motion carried.

37. Councilwoman McKenzie motioned to enter into Executive Session for the discussion purpose of Personnel at 10:55 p.m., seconded by Councilman Carn and motion carried. (All voted yes)
38. Councilman Carn motioned to exit Executive Session at 11:30 p.m., seconded by Councilwoman Arnold and motion carried. (All voted yes)
39. Councilman Carn moved to approve the Executive Session minutes dated February 5, 2024, seconded by Councilwoman Arnold and motion carried. (All voted yes)
40. Councilman Carn moved to approve Personnel Item A to set the Interim City Manager compensation to \$177,500 retroactive to January 17, 2024, seconded by Councilwoman Arnold and motion carried. (All voted yes)
41. Councilman Carn moved to approve Personnel Item B to increase the salary of the Executive Assistant to City Manager to \$65,000 effective February 6, 2024, seconded by Councilwoman Arnold and motion carried. (All voted yes)

Adjourned 11:32 p.m.

~COPY~

Request for Sealed Proposal



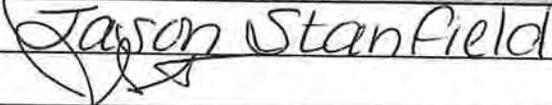
Form of Proposal

To: City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree, no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

Proposal Submitted By:

Company Name	Caliber Construction LLC
Address	7172 Adairsville Hwy
City, State, Zip	Adairsville GA 30103
Phone	770-769-4070
Email	office@BuiltByCaliber.com
Website	BuiltByCaliber.com
Print/Type Name	Jason Stanfield
Signature	
Title	Manager / Member
Date	Jan 11, 2024

OWNER'S PROPOSAL FORM

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

PROJECT: BRADY REC ROOF REHABILITATION
3571 Breningham Dr.
College Park, Georgia 30337

DATE: January 11, 2024

- 1. The Undersigned, as Respondent, declares the only person interested in the Proposal as Principal is as named below, and no other person has any interest in this Proposal or in the Contract to be entered into; and this Proposal is in all respects fair and in good faith.

Respondent further declares he has examined the site of Work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and he has examined the Drawings and Specifications, including Addenda Nos. 1 - 6 for the work and the other Contract Documents, and has satisfied himself relative to the Work to be performed.

In compliance with your Request for Proposal (RFP) and subject to all the conditions of thereof:

The undersigned, Caliber Construction, LLC, Georgia License No. RLC1000781, Classification Commercial/Residential, a Corporation organized and existing under the laws of the State of GA, or a Partnership consisting of N/A, or an Individual trading as N/A, of the City of N/A, hereby proposes to furnish all labor and materials and perform all work required for the General Construction of the Brady Rec Roof Rehabilitation including but not limited to the following: disposal offsite of all material removed, removal and restoration of existing electrical grounding components, temporary weather proof roof covering, standing Seam Roof Panels with Aluminum Zinc Alloy coated finish, clips, cleats, roof curbs, pipe flashing and sheet panel fasteners, roof insulation and accessories in accordance with original Drawings and Specifications equivalent or better (attached). All materials and methods shall meet all applicable local and state building codes.

BASE PROPOSAL AMOUNT:

(For construction complete as shown and specified, the sum of (in words))

I. Total BASE PROPOSAL	\$ 244,612
II. Total BASE PROPOSAL (Optional)	\$ 106,672
III. Total BASE PROPOSAL	\$ 288,612
IV. Total BASE PROPOSAL (Optional)	\$ 106,672

The Base Proposal Amount includes the cost of all bonds required under the proposed Contract Documents, and the cost of all provisions of the General Requirements, including the General Conditions and the Supplementary Conditions, and the 10% Contingency.

2. TIME OF COMPLETION

Time is of the essence of this contract. Contractor shall commence work immediately after Notice to Proceed (NTP) and shall Substantially Complete the Construction within [insert # 30] consecutive days as requested by the Owner as illustrated by the Architects and Consulting Engineers in their Plans and Technical Specifications.

In submitting this proposal, I further agree:

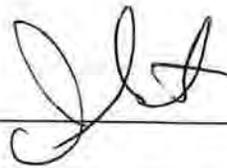
- a. That this proposal will not be modified, withdrawn or canceled during the 90-day period following the time and date designated for the receipt of proposals.
- b. The Owner reserves the right to waive any information in any proposal, or to reject any or all proposals, in whole or in part, and to accept the proposal most advantageous to the Owner, should it be deemed in his best interest to do so.
- c. To execute and deliver the formal contract to the Owner with bonds and proof of insurance coverages. Delivery will be made within 10 days of receipt of written notice or acceptance of this proposal, with or without Alternates or other agreed-upon modifications.
- d. Proposal Security, payable to the Owner in the amount of five percent (5%) of the Base Proposal, is enclosed and is the measure of liquidated damages, which the Owner will sustain in the event the Contract and Bonds are not executed within the time set forth above.
- e. The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within 10 consecutive calendar days after being given written notice of the Award of the Contract, the Respondent's Bond accompanying this Proposal is callable and the surety will be called upon by the Owner for the liquidation; otherwise, the Bond accompanying this Proposal shall be returned to the undersigned.

Signed and sealed this 11th day of January 2024.

Name of Respondent:

By:

JASON STANFIELD



Title:

Manager / Member

Business Address

7172 Adairsville Hwy

Adairsville, GA 30101

Telephone:

770-877-8757 Cell

(CORPORATE SEAL)

STATE OF Georgia

COUNTY OF Bartow

Sworn to and subscribed before me this 11th Day of January, 2024



Notary Public

My Commission Expires: November 4, 2024

Catherine Craig Hood
NOTARY PUBLIC
GORDON COUNTY, GEORGIA

BASE PROPOSAL ITEMS		
	TOTAL CONTRACT SUM ITEMS 1, 2A, 4	222,375
	Contingency At 10% for Items 1, 2A, 4	22,237
I.	Total BASE PROPOSAL for Items 1, 2A, 4 + Contingency	\$ 244,612
	TOTAL CONTRACT SUM ITEMS 1, 3A, 4	96,975
	Contingency At 10% for Items 1, 3A, 4	9,697
II.	Total BASE PROPOSAL for Items 1, 3A, 4 + Contingency (Optional)	\$ 106,672
	TOTAL CONTRACT SUM ITEMS 1, 2B, 4	262,375
	Contingency At 10% for Items 1, 2B, 4	26,237
III.	Total BASE PROPOSAL for Items 1, 2B, 4 + Contingency	\$ 288,612
	TOTAL CONTRACT SUM ITEMS 1, 3B, 4	96,975
	Contingency At 10% for Items 1, 3B, 4	9,697
IV.	Total BASE PROPOSAL for Items 1, 3B, 4 + Contingency (Optional)	\$ 106,672
	LUMP-SUM, UNIT-COST and QUANTITY ALLOWANCES**	TO BE PROVIDED BY OWNER
	TOTAL CONTRACT COST	TO BE PROVIDED BY OWNER

BASE BREAKDOWN

Item(s) Summary		Total Cost
Bid Item	Division Name	
1	Division 01 – Contract Requirements/General Requirements/Demolition/Mobilization	\$ 2,000
2A	Division 07 – Metal Roofing Panels System per Material Specifications and Standard Details in Construction Documents for Alternate Section I	\$ 125,400
2B	Division 07 – Metal Roofing Panels System per Material Specifications and Standard Details Construction Documents for Alternate Section II	\$ 165,400
3A	Division 07 – Metal Roofing Panels System per Contractor's substitute Material Specifications and Standard Details in Construction Documents for Alternate Section I (Optional)	\$ N/A
3B	Division 07 – Metal Roofing Panels System per Contractor's substitute Material Specifications and Standard Details in Construction Documents for Alternate Section II (Optional)	\$ N/A
4	Division 07 – T.P.O Recover Roofing Replacement on Flat Roofs per Construction Documents	\$ 85,600

LIST OF BID ROOF REPLACEMENT MATERIALS

Bid Item	Line Item/ Material Description	Material Specifications (include with bid package)	U/M	Material Unit Cost
A.1	4X4 T & G Structural Decking Replacement	As directed by Architect/Engineer	S.F.	\$ 5.00
A.2	Plywood Deck: The plywood sheathing must be C-D Exposure 1 APA Rated, minimum 4 ply, and not less than 5/8" thick. Wood Nailer In-Place Solid Blocking:	As directed by Architect/Engineer	S.F.	\$ 1.50
B.1	1. Non-pressure treated wood as required, #2 Grade or better, nominal 1 1/4" (30 mm) x 4" (102 mm) with a minimum thickness of 3 1/2" (88 mm). 2. Shim Material: Plywood, 1/2" (13 mm) x width to match solid blocking. 3. Verify the condition of existing roof nailers and anchor to resist 250 lb. per ft. (550 Kg) load applied in any direction. New nailers should meet same load requirements.	As directed by Architect/Engineer	L.F.	\$ 0.62
B.2	Metal Nailer In-Place Metal Blocking: 1. 20 Ga. galvanized steel box with pre-punched holes and supplied with corrosion-resistant fasteners. 2. Secure in place using provided #14 x 1 1/2-in. universal fasteners through pre-punched holes to roof edge. 3. Install end cap and top of box section with #14 x 1 1/2-in. universal fasteners. 4. r metal decking.	Item included in Standing Seam Roof System Alternate II base bid submittal or as directed by Architect/Engineer	L.F.	\$ 2.75

C.1	<p>ISO requirement be changed from 3.5" ISO to reflect the R-25 (4.4") code requirement for above deck ISO</p>	<p>As directed by Architect/Engineer for Alternate II - Rigid polyisocyanurate board, with a glass-reinforced cellulosic felt facer. Conforms to or exceeds the requirements of ASTM C 1289 Type II, Class 1, Grade 2.</p> <p>Energy Guard™ Polyiso Insulation or equivalent as recommended for SSM Roof, with the following characteristics:</p> <ol style="list-style-type: none"> 1. Board Thickness: 4.4" 2. Thermal Resistance (LTTR value) of: 25.0> 3. Board Size: 4' x 8' 4. Compressive Strength: 20 psi 	Lump Sum	\$28,550
	Additional repair /replacement cost items by contractor (Detail below)			
	Detach & Reset Gutters / Downspouts			\$ 3,200
	Remove & Replace Fascia; Metal Color to Match Standing Seam Metal Roof			\$ 4,600
	Payment & Performance Bond			\$ 9,375

NOTE†

1. Contractor shall provide a list of materials and unit cost **included in base Proposal** that may be subject to additional quantities and escalation of material prices and shall include taxes, freight, and delivery to Project site from the supplier. Material items not listed and/or not used above **will not** be considered for a quantity adjustment or due to material price changes that may exceed initial prices.
2. Cost shall include Contractor's or subcontractor's indirect expense from what could have been foreseen from information in the Contract Bid Documents.
3. Contractor shall provide the City photographs of areas of proposed work used in quantity determination during construction

MATERIAL LUMP-SUM, UNIT-COST and QUANTITY ALLOWANCES††

- A. Allowance **shall be used for** additional replacement material quantities and cost escalations to Contractor of specific products and materials listed above **only** by the contractor and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of this allowance.
- C. Contractor shall secure final material orders and cost from supplier to be delivered to the project site upon receipt of contract and notice to proceed.
- D. In the case the original **SUPPLIER** changes, the Contractor shall purchase "allowed materials" on the basis of the lowest and best bid of at least three competitive sources unless otherwise requested by contractor and approved by the Owner. If the actual price for purchasing allowed materials is more or less than the initial price stated will be adjusted accordingly. The adjustment in Contract Price shall be made based on the purchase cost including applicable sales taxes, but exclusive of additional charges for overhead, profit, insurance, or any other incidental expenses. Cost of installation of allowed materials shall be included in the Bid.

MATERIAL LUMP-SUM, UNIT-COST AND QUANTITY ALLOWANCES^{††}

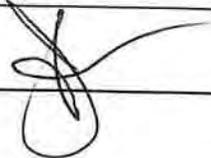
- A. Allowance **shall be used for** additional replacement material quantities and cost escalations to Contractor of specific products and materials listed above **only** by the contractor and shall include **taxes**, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of this allowance.
- C. Contractor shall secure final material orders and cost from supplier to be delivered to the project site upon receipt of contract and notice to proceed.

In the case the original **SUPPLIER** changes, the Contractor shall purchase "allowed materials" on the basis of the lowest and best bid of at least three competitive sources unless otherwise requested by contractor and approved by the Owner. If the actual price for purchasing allowed materials is more or less than the initial price stated will be adjusted accordingly. The adjustment in Contract Price shall be made based on the purchase cost including applicable sales taxes, but exclusive of additional charges for overhead, profit, insurance, or any other incidental expenses. Cost of installation of allowed materials shall be included in the Bid.

COST PROPOSAL

Bidding Company: Caliber Construction LLC
Company Rep: Jason Stanfield
Project Name: Brady Rec Roof Rehabilitation

ITEM DESCRIPTION	LUMP SUM COST
Replaced by	
Addendums - changed	
cost sheets	
GRAND TOTAL	

SIGNATURE:  DATE: 1/11/24



ADDENDUM ACKNOWLEDGEMENT

The offer has examined and carefully studied the specification(s) and the following addendum receipt of all of which is hereby acknowledged:

Addendum No.	1	Dated	12/18/2023
Addendum No.	2	Dated	12/28/2023
Addendum No.	3	Dated	12/28/2023
Addendum No.	4	Dated	01/04/2024
Addendum No.	5	Dated	01/05/2024
Addendum No.	6	Dated	01/12/2024
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There was no addendum(s) published (initial): _____

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the Request for Proposal documents. The signature(s) below dignify that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda will result in the rejecting of the proposal.

Signature	
Print/Type Name	Jason Stanfield
Title	Manager / Member
Date	January 8, 2024

Jan. 12, 2024



BID INFORMATION
SCOPE OF WORK

PURPOSE

The City of College Park is soliciting for a qualified roofing company to provide construction service(s) to rehabilitate the roof at Wayman & Bessie Brady Recreation Center | 3571 Breningham Dr. | College Park, GA | 30337.

The City of College Park is looking to have a 5% certified DBE Goal on this project.

SCOPE OF WORK

College Park Brady Recreation Roof Replacement including but not limited to the following:

- A. Disposal offsite of all roof system material removed,
- B. Removal and restoration of existing roof electrical grounding components,
- C. Temporary weatherproof roof covering as required,
- D. All materials and methods shall meet all applicable local and state building codes.
- E. Metal Roof System
 - a. Application of Metal Roof Installation that includes a Manufacturer 20-year warranty and over existing asphalt roof.
- F. TPO Roof (Alternate No.1 Bid Addition):
- G. Furnish all labor and materials to complete your project in a safe and secure manner using the following specifications:
- H. Remove debris from roof and pressure wash sloped concrete roof deck to a suitable condition to receive new TPO membrane.
- I. Remove two existing penetrations and patch holes with sheet metal.
- J. Install new TPO in low-rise adhesive. Membrane to cover edge of roof deck and terminate with exposed termination bar and sealant. Properly flash brick wall at high side of roof with TPO membrane a minimum of 8"high.
- K. Membrane to be terminated with termination bar and sealant. Termination bar to be counter-flashed with 24 ga. Kynar coated steel.
- L. Leave premises neat and free of roofing debris.
- M. 20 Year Warranty: MANUFACTURER guarantees to you, the owner of the building described above, that MANUFACTURER will provide "Edge To Edge" protection by repairing leaks through the MANUFACTURER roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor

of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the "MANUFACTURER Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the MANUFACTURER Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-MANUFACTURER materials, such as the roof deck or non- MANUFACTURER insulation, are not covered.

SEE ADDITIONAL DOCUMENTS

1. 2023_ROOF REPLACEMENT _Brady11162023
2. Section074113 _Metal Roof Panels_MDE
3. Specification __Everguard_TPO_MechanicallyAttached __Systems_MDE



763-543-6993 Phone
763-512-0430 Fax

1710 N. Douglas Dr., Suite 110 ♦ Golden Valley, MN 55422

ccisurety.com
866-317-3294

BID BOND RESULT FORM

CONTRACTOR: Caliber Construction, LLC
7172 Adairsville Highway
Adairsville, GA 30103

FAX:
PHONE: (770) 769-4070

BID DATE
AND TIME: 2024-01-17T16:00:00

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

PROJECT: Wayman & Bessie Brady Recreation Center--Remove and recover roof at 3571 Breningham Drive, College Park, GA 30337

BOND NUMBER: NW11251-1

The Surety asks that bid results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning it via fax to 763-512-0430 or email to Jeremy Crawford at jcrawford@ccisurety.com – Thank You!

CONTRACTOR

BID AMOUNT

1st: _____ \$ _____

2nd: _____ \$ _____

3rd: _____ \$ _____

If you are not one of the three lowest bidders, your bid was \$ _____

If you were low, or were low and negotiating, evaluation of bids and award of contract is expected by ___/___/___.



www.ccisurety.com

Surety Bonding (Standard and Specialty)

AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: NW11251-1

CONTRACTOR:

(Name, legal status and address)

Caliber Construction, LLC
7172 Adairsville Highway
Adairsville, GA 30103

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
ONE WEST NATIONWIDE BLVD., 1-14-301
Columbus, OH 43215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

5% of total amount of bid not to exceed: Eighteen Thousand and 00/100 Dollars (\$18,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Wayman & Bessie Brady Recreation Center--Remove and recover roof at 3571 Breningham Drive, College Park, GA 30337

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of January, 2024

(Witness)



(Witness)

Caliber Construction, LLC

(Principal)

(Seal)

(Title) Stacy Wilson Stewart, Managing Member

Nationwide Mutual Insurance Company

(Surety)

(Seal)

(Title) Jeremy John Crawford, Attorney-In-Fact

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: MICHAEL D WILLIAMS; JEREMY JOHN CRAWFORD; BRAD QUIRI; AMANDA QUIGLEY; ETHAN BAKER;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of January, 2024.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

BDJ 1(08-21)00



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



Reference Request

The City of College Park request the offeror provide between three (3) to five (5) references to be potentially contacted for this proposal. The offeror's references can consist of current and/or past government agencies, educational institutions, and/or commercial accounts of similar size and scope for this proposal.

The City of College Park request the offeror's references list not consist of any work performed and completed on behalf of the City of College Park; nor shall the offeror's references be current of former City of College Park employees.

<u>REFERENCE # 1</u>	
Name of Company/Entity:	The City of College Park, GA
City/State:	College Park GA
Contact Person:	Willis Moody, Herbert Humphrey
Contact Email:	WMoody@CollegeParkGA.com
Contact Phone:	404-305-1340
Date(s) Work Performed:	04/25/23-08/28/23
Brief Narrative of Work:	City Hall Roof Repair, Roof Coating, Rodent Exclusion, Painted Tiles on outside of building.

<u>REFERENCE # 2</u>	
Name of Company/Entity:	Georgia Acquisitions Management Company
City/State:	Dallas GA
Contact Person:	Summer Chosewood
Contact Email:	Admin@GAACQMC.com
Contact Phone:	770-795-0101
Date(s) Work Performed:	Since 2017 to date
Brief Narrative of Work:	Roofing, Repairs as needed for Commercial Mgmt Co.

<u>REFERENCE # 3</u>	
Name of Company/Entity:	Bartow County School System
City/State:	Cartersville, GA
Contact Person:	Lamar Burt
Contact Email:	Lamar.Burt@Bartow.K12.GA.US
Contact Phone:	770-608-7074
Date(s) Work Performed:	Since 2018 to date
Brief Narrative of Work:	Roofing-New & Repairs; Pavilions, Remodels

<u>REFERENCE # 4</u>	
Name of Company/Entity:	City of Cartersville GA
City/State:	Cartersville GA
Contact Person:	Tommy Sanders
Contact Email:	T.Sanders@CityofCartersville.org
Contact Phone:	770-606-6993
Date(s) Work Performed:	06/2022-Bartow History Museum; 11/2022-C'ville City Hall
Brief Narrative of Work:	Museum-R&R 78sq Shingle Roof; City Hall-New Standing Seam Metal Roof, new Awning

<u>REFERENCE # 5</u>	
Name of Company/Entity:	Vista Metals Georgia
City/State:	Adairsville GA
Contact Person:	Jim Stewart
Contact Email:	JimStw@VistaMetals.com
Contact Phone:	770-773-7653
Date(s) Work Performed:	07/2020
Brief Narrative of Work:	Built 10,000sf Office Complex: 21 Offices, Training Room Locker Room; Kitchen/Dining area, Stndg Seam Metal Roof.



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: Caliber Construction, LLC

Physical Address: 7172 Adairsville Hwy

City, State, Zip Adairsville GA 30103

Phone: 770-769-4070 Fax: N/A

Signature: [Handwritten Signature]

Date: 1-8-2024



Primary Contractor E-verification Affidavit

The College Park contract holder, signed below, confirms, and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (check and complete #1 or #2 below)

1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

1808931

Federal Work Authorization User Identification Number (not Taxpayer ID)

March 11, 2022

Date of Authorization

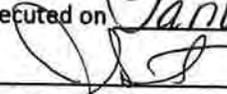
Caliber Construction, LLC

Legal Business Name of City of College Park Contract Holder/Applicant

2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

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

Executed on January 8, 2024 in Adairsville (city) GA (state)



Signature of Authorized Owner/Officer

Jason Stanfield

Printed Name and Title of Authorized Owner/Officer



NOTARY PUBLIC

My Commission Expires: November 4, 2024

Catherine Craig Hood
NOTARY PUBLIC
GORDON COUNTY, GEORGIA



Subcontractor

I will / will not propose to subcontract some of the work on this project? WILL NOT
(response)

I propose to subcontract work to the following:

	Subcontractor Print Name	Brief Description of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Vendor Contact Name (print) _____ Title _____

Vendor Contact Signature _____ Date _____

Note:

1. The City of College Park requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.
2. It shall be responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements reference above.
3. For all construction contracts that are valued at \$5,000.00 or more, a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder.

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ N / A _____ (name of subcontractor) on behalf of THE CITY OF COLLEGE PARK, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (*not Taxpayer ID*)

Date of Authorization

Name of Contractor

N / A

Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____ (city) _____ (state)

Signature of Authorized Owner/Officer

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CALIBER CONSTRUCTION, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7172 ADAIRSVILLE HWY

6 City, state, and ZIP code
ADAIRSVILLE, GA 30103

7 List account number(s) here (optional)

Requester's name and address (optional)
**City of College Park GA
3667 main st
College Park GA 30337**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

4	5	-	3	4	4	7	4	7	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **march 1, 2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or capital gains distributions)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Purchasing Department
(General Instructions to Offeror)

1. The following instructions are to be considered an integral part of this proposal; unless otherwise requested and must be typewritten or printed in ink. The person signing the bid documents must initial any changes or corrections made to this proposal, using blue ink.
2. The person, firm or company shall submit their proposal attaching the (completed) final page of this proposal in a visible location to be delivered to City Hall only. Submitted and received proposals may not be withdrawn or modified in any way after the displayed cut-off date and time.
3. If there are any questions whatsoever regarding any portion of the advertised solicitation, it becomes the responsibility of the person, firm or company to seek clarification in the form of an email, to the Purchasing Department prior to the deadline of question, answer and clarification.
4. Responses to all/any question(s), in the form of an addendum, will be published with the corresponding solicitation under the Bid/RFPs link on the City's website, no later than the suggested deadline.
5. It shall be the person, firm, or company's responsibility to check the City's website, under the Purchasing Department for all/any published addenda.
6. The person, firm or company shall clearly indicate any variation(s) from the specification(s) in writing and include with their proposal.
7. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning; that only the best practices are to prevail and that only materials of first quality and correct type, size and design are to be used.
 - a. All workmanship shall be of first quality.
 - b. All interpretations of the specification(s) shall be made upon the basis of the statement.
8. All bids shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.
9. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
 - a. Cost (not always the winning proposal).
 - b. Offeror adheres to specifications.
 - c. Deliverables of good/service(s).
 - d. Past performance of person, firm or company to the City of College Park.
10. The City of College Park desires delivery of the material and/or services specified at the earliest possible time after the date of award.
 - a. Offeror shall provide an estimated time.
 - b. An unreasonable delivery proposal may be cause for disqualification of a bid.
11. All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allows, College Park, Georgia unless otherwise shown. *(if applicable)*
12. Cash discounts or end of month terms should be shown separately, even if terms are net.

- 13. The City of College Park:
 - a. Reserves the right to accept or reject any or all bids, due to past performance, etc. and waive any informality. Further, the City expressly reserves the right to postpone the opening of proposal for its own convenience and to reject any or all proposals in response to this RFP without indicating any reasons for such rejection(s).
 - b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
 - c. Request clarification and/or additional information from proposers during the evaluation process.
 - d. Negotiate with the selected consultant to include further services not identified in this RFP.
 - e. In the event of contract termination, enter contract negotiations with other qualified companies that submitted acceptable proposals, rather than redoing the proposal process for the project.
 - f. The City of College Park will accept or reject all bids within 90 days from the date of the bid opening.
- 14. The bidder or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid instructions.
- 15. The bidder or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. *(if applicable)*
- 16. Federal or State Sales Tax are inapplicable to the City of College Park:
 - a. The Tax Identification Number (TIN) is 58-6000542, form provided upon request.
 - b. Under the Code of Georgia, Charter 88-18, has sales tax-exemption status, form provided upon request.
 - c. City of College Park Unique Entity Identifier (UEI) can be provided upon request.

The undersigned on the bid proposal certifies that the person, firm, or company has carefully examined the instructions to bidders, terms and specifications applicable to and made a part of this proposal.

The person, firm or company further certifies; the prices shown in the schedule of items on which the person, firm or company is bidding, are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

SIGNATURE:  DATE: 1-11-24

NOTE: This Request for Proposal (RFP) document is a standard boilerplate form in addition; take into consideration this may not be modified for every RFP.



CERTIFICATE OF LIABILITY INSURANCE

7.H.f

DATE (MM/DD/YYYY)
05/09/2023

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

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

PRODUCER STARR-MATHEWS AGENCY 7604 Nashville Street P.O. Box 850 Ringgold GA 30736		CONTACT NAME: Cheryl Brock PHONE (A/C, No, Ext): (706) 935-3731 FAX (A/C, No): (706) 965-7912 E-MAIL ADDRESS: cbrock@starmathews.com															
INSURED Caliber Construction LLC P.O. Box 385 Adairsville GA 30103-0385		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td>INSURER B : Home Owners Insurance Co</td> <td>26638</td> </tr> <tr> <td>INSURER C : Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER D : Builders Insurance</td> <td>10704</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Owners Insurance Company	32700	INSURER B : Home Owners Insurance Co	26638	INSURER C : Auto Owners Insurance	18988	INSURER D : Builders Insurance	10704	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** 2023-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			80173660	05/22/2023	05/22/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			4965242502	05/19/2023	05/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> 19						PROPERTY DAMAGE (Per accident) \$
	Non-owned					\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			4965242503	05/22/2023	05/22/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV028308704	04/10/2023	04/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			80173660	05/22/2023	05/22/2024	\$120,000 limit \$500 deductible

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

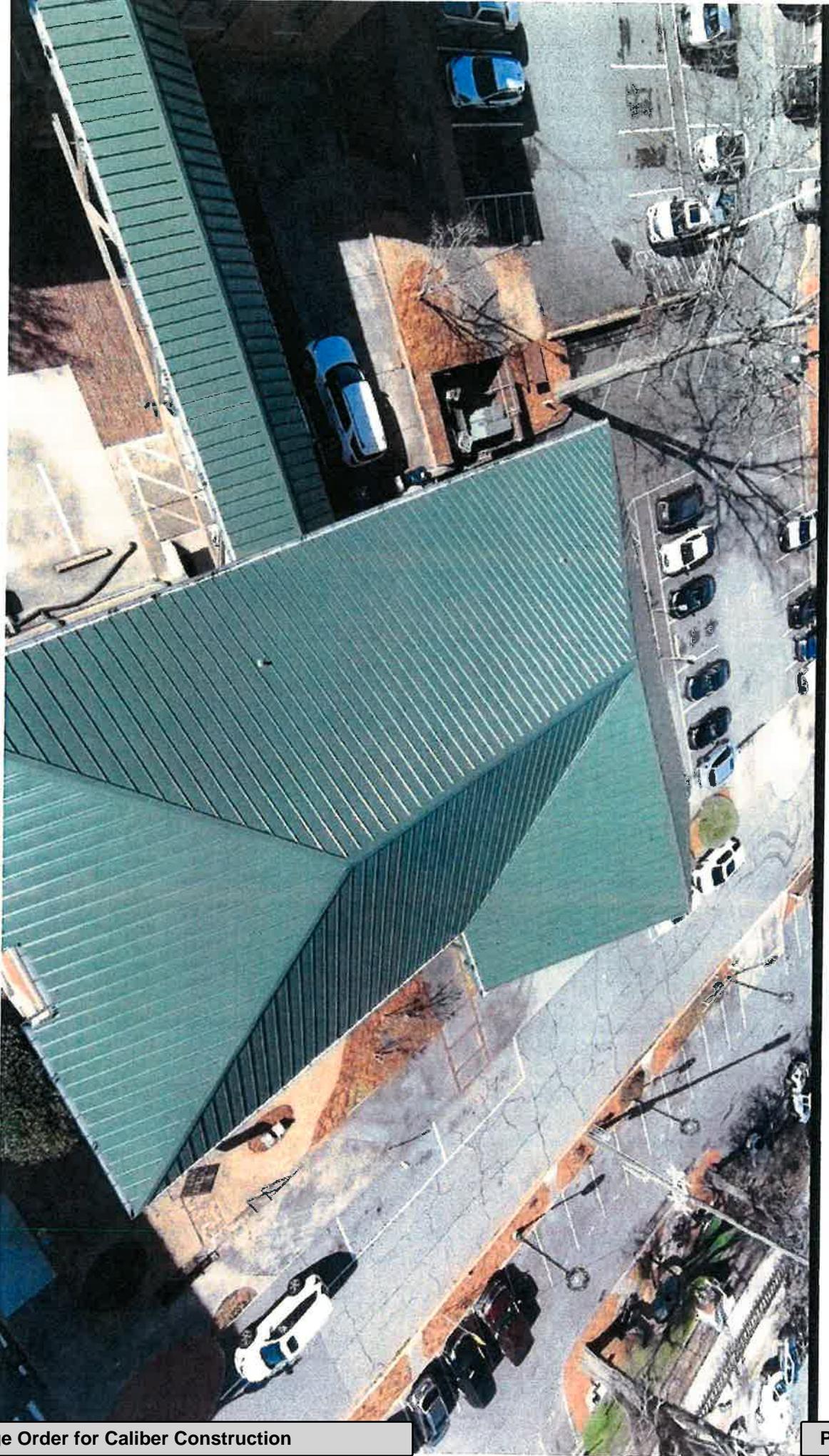
CERTIFICATE HOLDER

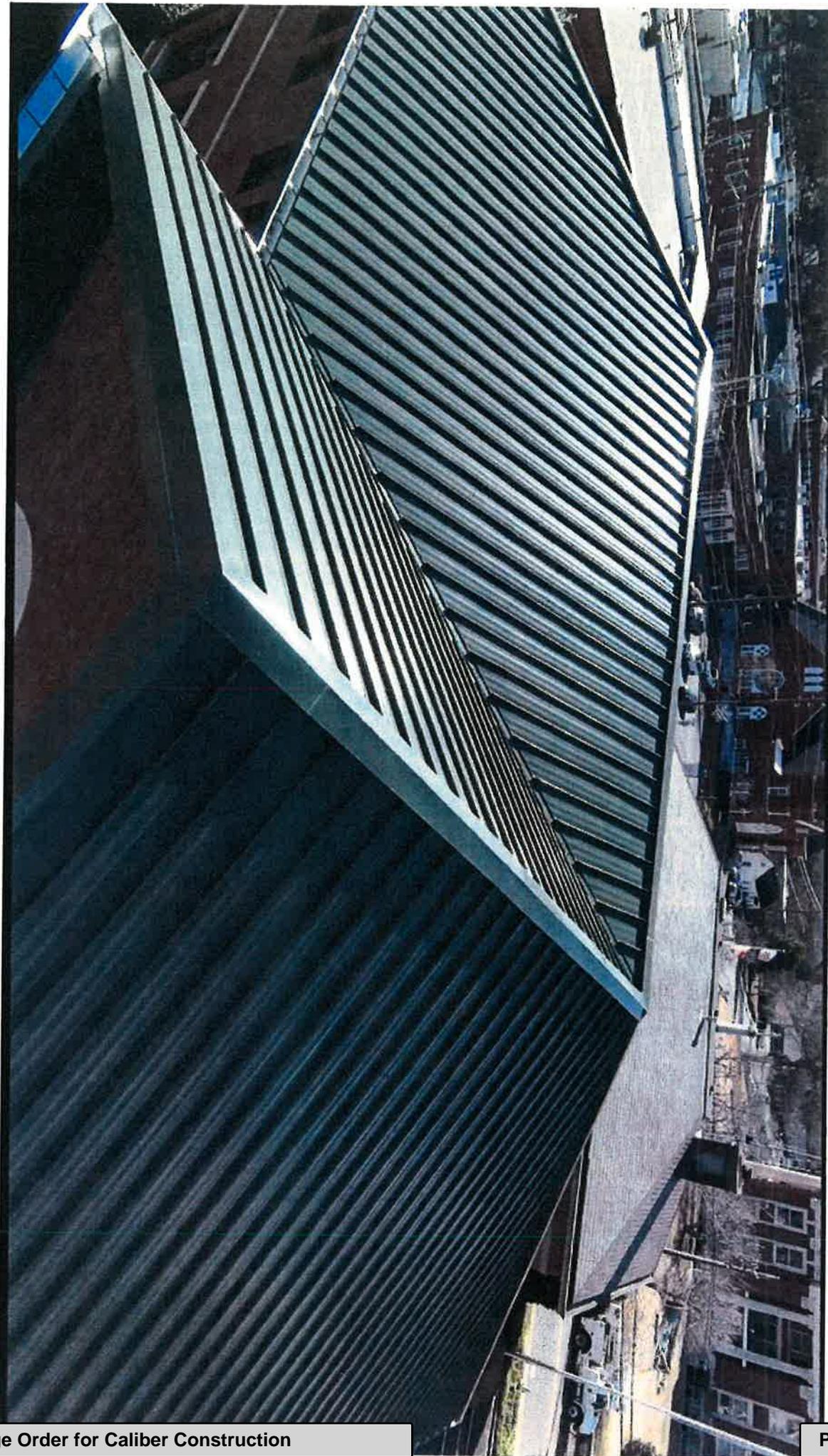
CANCELLATION

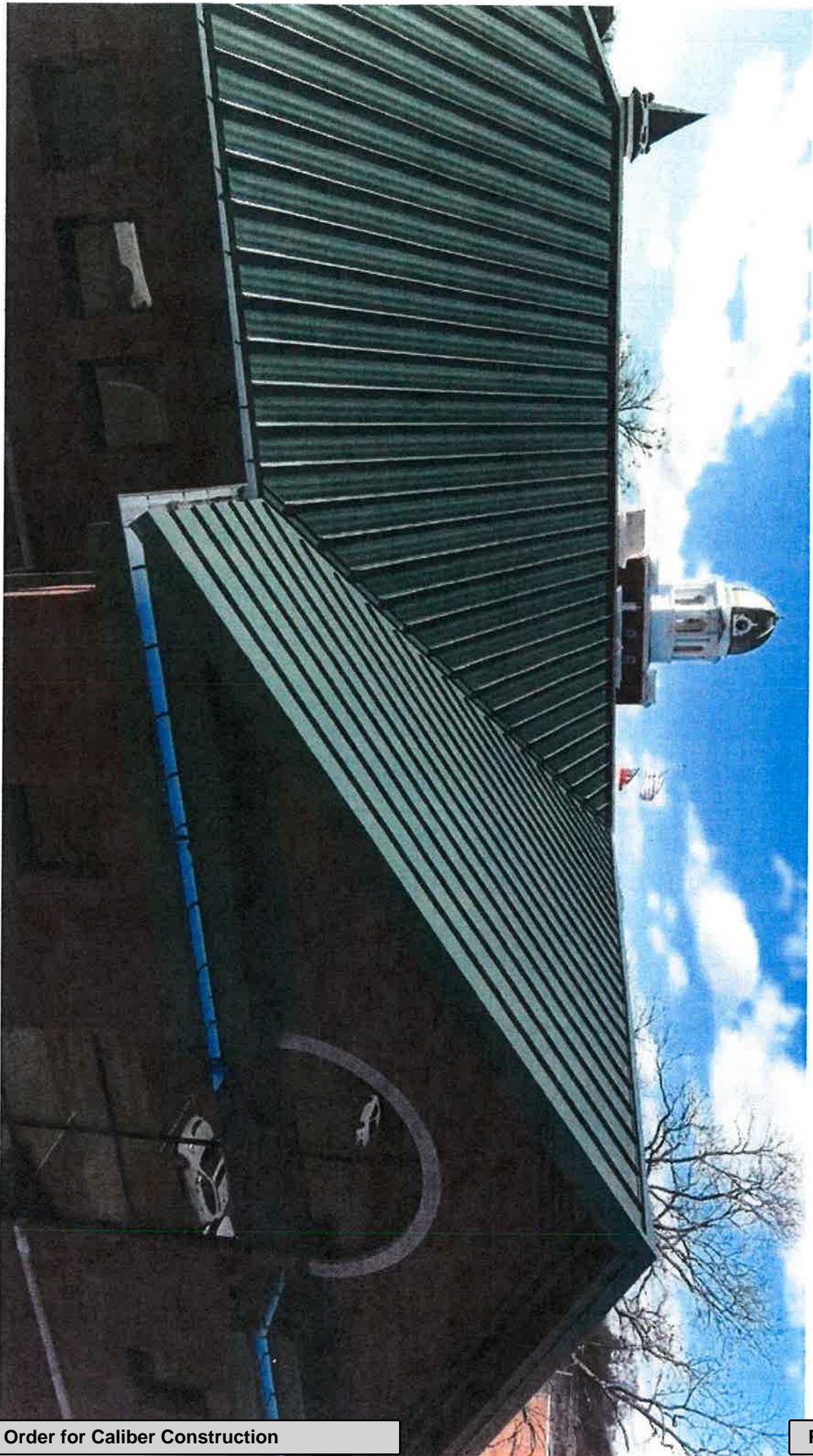
Caliber Construction, LLC P.O. Box 385 Adairsville GA 30103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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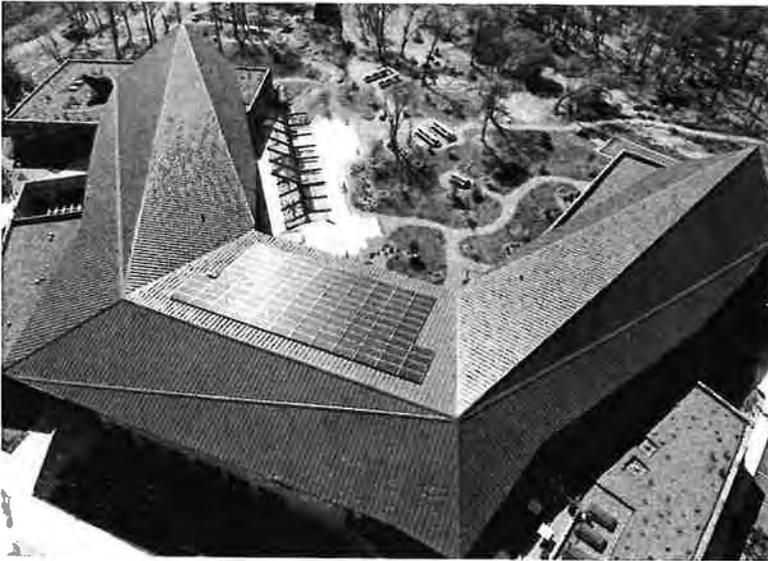




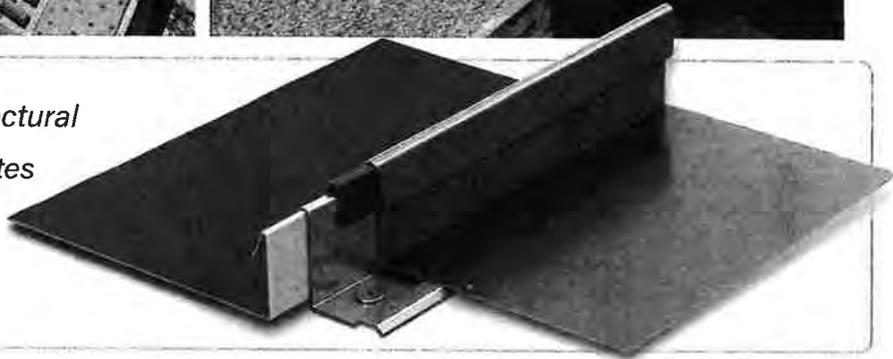


Berridge Cee-Lock Panel

STANDING SEAM SYSTEM



The Berridge Cee-Lock Panel is an architectural metal standing seam panel that incorporates an integral snap-lock seam and an optional patented vinyl weatherseal.



Materials

24 and 22 Gauge Steel
0.032 Aluminum

Specifications

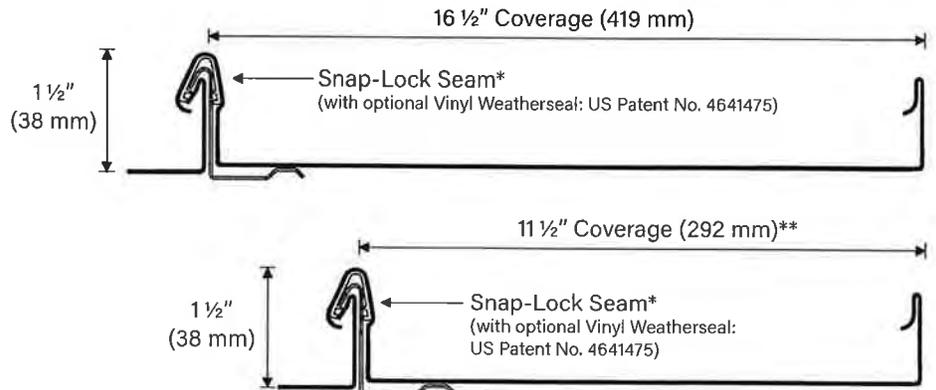
Uses: Roof, Fascia
Coverage: 16 1/2" or 11 1/2"***
Finishes: Smooth, optional striations
Fasteners: Concealed
Applications: Solid sheathing
Seam: 1 1/2" snap-lock seam
Optional: Extruded vinyl weatherseal*

Installation

- Panel is available from the factory in continuous lengths to a maximum of 40'
- 16 1/2" profile may be site formed in continuous lengths with the Berridge CL-21 Roll Former
- 11 1/2" profile may be site formed in continuous lengths with the Berridge CL-16 Roll Former
- Continuous Cee-Rib available with steel for higher uplift resistance
- Use Stainless Steel Cee-Lock Clip with Aluminum panels

Note:

- * Vinyl weatherseal required for watertight warranties
- ** Contact BMC for material availability. Not available with striations.



Pictured Above
Project: Childsafe
General Contractor: Guido Construction
Installing Contractor: Turner Roofing Company
Color: Charcoal Grey

All information subject to change without notice. See website for details, specifications and Watertightness Warranty requirements.

BERRIDGE CEE-LOCK PANEL TESTING AND CERTIFICATION SUMMARY CHART

CATEGORY	CHARACTERISTIC	TEST METHOD	PURPOSE	RESULT
PERFORMANCE	<input type="checkbox"/> Underwriters Laboratories	UL 580/UL 1897	Test method to determine uplift resistance of roof assemblies	See Load Chart on Berridge website
	<input checked="" type="checkbox"/> Uplift Resistance	ASTM E-1592	Test method to determine uplift resistance of open framing systems	See Load Chart on Berridge website
FIRE	<input type="checkbox"/> Room Fire Performance	UL 790	Test methods for fire tests of roof coverings	Class A Rating
	<input checked="" type="checkbox"/> Room Fire Performance	UL 263	Fire tests of building construction and materials	Design Numbers: P225, P227, P230, P237, P250, P259, P508, P510, P512, P514, P518, P701, P711, P713, P717, P719, P720, P722, P723, P726, P731, P732, P734, P801, P815, P819, & P824
ENVIRONMENTAL	<input type="checkbox"/> Impact Resistance	UL 2218	Impact resistance of prepared roof coverings	Class 4 Rating
AIR AND MOISTURE	<input checked="" type="checkbox"/> Water Penetration	ASTM E-1646 ASTM E-331	Test method for water penetration of metal roofs by uniform static air pressure difference	No Leakage at 6.24 PSF Pressure Differential
	<input checked="" type="checkbox"/> Air Leakage	ASTM E-1680 ASTM E-283	Test method for rate of air leakage through exterior metal roofs	Less than 0.01 CFM at 6.24 PSF Pressure Differential
ROOF LISTINGS	<input type="checkbox"/> Florida Product Approval	TAS 125	Local and state approval of products and systems for compliance with the structural requirements of the Florida Building Code	FL #14210.1 (24 GA - Purlins) FL #11269.1 (24 GA - Plywood) FL #11269.2 (24 GA or 22 GA - Steel Deck) FL #11269.3 (0.032 AL - Plywood) FL #11269.4 (0.032 AL - Steel Deck) FL #14210.2 (22 GA - Purlins) FL #11241.2 HVHZ (22 GA - Steel Deck) FL #11241.1 HVHZ (24 GA - Plywood)
	<input type="checkbox"/> Underwriters Laboratories	UL 580 Uplift Class 90	Standard for Tests for Uplift Resistance of Roof Assemblies	Construction No. 334 (24 GA - Open Framing) Construction No. 381 (24 GA - Steel Deck) Construction No. 404 (24 GA - Plywood) Construction No. 474 (24 GA - OSB) Construction No. 689 (0.032 AL - Steel Deck) Construction No. 690 (0.032 AL - Plywood)
	<input checked="" type="checkbox"/> Miami Dade	TAS 125 FMG 4471	Miami Dade County approval of building products directly related to the structural wind resistance	NOA #17-0808.04 (24 GA - Plywood) NOA #21.1213.02 (22 GA - Metal Deck)
	<input type="checkbox"/> TDI Listed	UL 580 ASTM E-1592	Texas Department of Insurance Listing for wind capacities	RC-203 (22 GA - Purlins) RC-210 (22 GA - Steel Deck) RC-209 (24 GA - Plywood) RC-482 (0.032 AL - Steel Deck or Plywood)
	<input checked="" type="checkbox"/> ICC-ES	UL 580	Capacity report by the International Code Council	ESR-3486 (24 GA - Plywood)

- Steel only - Steel and Aluminum
 For further details please visit www.berridge.com



CORPORATE HEADQUARTERS

2610 Harry Wurzbach Road
San Antonio, TX 78209
(800) 669-0009
www.Berridge.com



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

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

DOC ID: 11542

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to Replace the Sanitary Sewer Line on Lakeshore Drive in the amount of \$97,200.00. This item is requested by Tim Lewis, Water and Sewer Superintendent. This is a budgeted item. This will service ward 4.

RECOMMENDATION:

Consideration for the Mayor and City Council, to approve Kemi Construction Company in the amount of \$97,200.00. To relocate the 150 linear feet of old 8-inch Sanitary Sewer Main out of the creek. This is a budgeted item, and it will serve Ward 4.

BACKGROUND:

The Department of Public Works Water and Sewer Division has approximately 25 linear feet of Sanitary Sewer Main that is in the creek and needs to be relocated. This issue was identified through our Sanitary Sewer Evaluation Study (SSES) as one of the important areas with multiple deficiencies that can cause a major sewage spill/overflow in the creek, this sewer main can be relocated to Lakeshore Drive.

BUDGETED ITEM:

Yes, This is a budgeted item R&M Sewer line 505-4400-52-5800.

STRATEGIC CONNECTION:

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

Attachments

Kemi Construction Lakeshore Drive Invoice (PDF)

Jewel of The South Lakeshore Drive (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

City Manager's Office	Pending	
Timothy Lewis	Pending	
Finance	Pending	
City Attorney's Office	Pending	
City Clerk	Completed	10/29/2024 5:00 PM
City Manager's Office	Pending	
Mayor & City Council	Skipped	11/04/2024 7:30 PM



ESTIMATE

JEWEL OF THE SOUTH, INC.

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

1540 Highway 138, S.E., Suite 4B
Conyers, GA 30013-1237
Phone 770.679.5481 Fax 770.679.5491

Estimate No.: 24-0521-01

Date: 5/21/2024

Expiration Date: 6/21/2024

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

Ship To:
2760 Lakeshore Drive
College Park

For:
Sanitary Sewer System Relocation - Relocate
sanitary sewer line on Lakeshore Drive

DESCRIPTION	QTY	Unit	Rate	Amount
City of College Park - Sanitary Sewer Relocation - Lakeshore Drive				
CCTV line, install new DIP sanitary sewer line; abandon existing pipe with concrete fill; set new manhole in street; tie in to existing manhole; sawcut and replace asphalt; re-stripe; traffic control; and erosion control				\$ 100,074.00

Exclusions:

- Homeowners front yard and driveway tie-in

Payment Terms: Per Master Agreement.

TOTAL \$ 100,074.00

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



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

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

DOC ID: 11540

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to Replace the Sanitary Sewer Line on Karen Road in the amount of \$89,700.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service ward 4.

RECOMMENDATION:

Consideration for Mayor and City Council, to approve Jewel of the South Inc. in the amount of \$89,700.00 The Sanitary Sewer Line on Karen Road, has approximately 235 Linear feet of old 12-inch sanitary sewer. The main is experiencing reduced flows due to the number of root masses located at each joint along the five pipe segments. The sewer line will be replaced through trench-less technology by pipe bursting, due to the location. This sanitary sewer was identified during a CCTV investigation of the segments for The Department of Public Works, Water and Sewer Division. This is a budgeted item and it will serve Ward 4.

BACKGROUND:

The Department of Public Works, Water and Sewer Division, has identified through field and CCTV investigation, the sewer main along the creek at Karen Road needs to be addressed immediately due to the infiltration from massive root intrusion that causes blockages in the sewer main. During heavy rain events the sanitary sewer main in the area back-up.

BUDGETED ITEM:

Yes, This item will be funded by R&M Sewer Line item 505-4400-52-5800

STRATEGIC CONNECTION:

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

Attachments

Jewel Of The South Karen Road Estimate (PDF)

Jewel of The South Karen Road Invoice (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

City Manager's Office	Pending	
Timothy Lewis	Pending	
Finance	Pending	
City Attorney's Office	Pending	
City Clerk	Completed	10/29/2024 5:03 PM
City Manager's Office	Skipped	10/24/2024 10:15 AM
Mayor & City Council	Pending	11/04/2024 7:30 PM


JEWEL OF THE SOUTH, INC.
"It starts with a Vision...We make it a Reality"

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

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

ESTIMATE

Estimate No.: 24-0819-01

Date: 8/19/2024

Expiration Date: 9/19/2024

To:

City of College Park

3636 College Street

College Park, GA 30337

Ship To:

2879 Karen Rd.

College Park, GA

For:

12" Sanitary Sewer Replacement

DESCRIPTION	QTY	Unit	Rate	Amount
City of College Park - Karen Rd - Sanitary Sewer System				
12" point repair/replacement sanitary sewer line, pipe bursting, manhole tie-ins, sawcut and asphalt replacement, site prep, and erosion control				\$ 89,700.00

Payment Terms: Per Master Agreement.

TOTAL \$ 89,700.00
Price includes material, labor, disposal, final cleaning, taxes, shipping, insurances, and overhead & profit.

Accepted By _____

Accepted Date _____



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

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

DOC ID: 11529

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to replace the Sanitary Sewer Line at 1437 Virginia Avenue in the amount of \$79,530.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service ward 3.

RECOMMENDATION:

Consideration for Mayor and City council, to approve Kemi Construction Company to repair the Sanitary Sewer located at 1437 Virginia Avenue behind Barbecue Kitchen in the amount of \$79,530.00. The Sanitary Sewer line has approximately 170 linear feet of 8-inch sanitary sewer main. The sewer main at this location was identified through the City's Sanitary Sewer Evaluation Study (SSES) with major deficiencies such as infiltration and broken pipe that can cause a major sewage overflow. This is a budgeted item, and it will serve Ward 3.

BACKGROUND:

The Department of Public Works, Water and Sewer Division has approximately 170 linear feet of damaged existing 8-inch Sanitary Sewer Main behind Barbecue Kitchen. This location was identified through our Sanitary Sewer Evaluation Study (SSES) as one of the important areas with multiple deficiencies that can cause a major sewage spill/overflow.

BUDGETED ITEM:

Yes, This is a budgeted item Line Item 505-4400-52-5800

STRATEGIC CONNECTION:

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

Attachments

1437 Virginian Avenue Barbecue Kitchen Sewer Main (PDF)

1437 Virginia Avenue Jewel of The South (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

- City Manager's Office Pending
- Timothy Lewis Pending
- City Attorney's Office Pending
- City Clerk Completed 10/29/2024 5:04 PM
- City Manager's Office Pending
- Mayor & City Council Pending 11/04/2024 7:30 PM



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

August 14, 2024

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

Subject: 1437 Virginia Avenue Barbeque Kitchen Sewer Main

We propose to furnish all labor, equipment, material and personnel to accomplish below stated tasks:

Saw Cut Pavement	340	LF	@	\$	15.00	\$	5,100.00
Remove/Replace 8-inch PVC	170	LF	@	\$	185.00	\$	31,450.00
Tie into existing	2	EA	@	\$	1,500.00	\$	3,000.00
Remove/Replace Possible Blind MH	1	EA	@	\$	4,000.00	\$	4,000.00
Restore Pavement	1	LS	@	\$	19,980.00	\$	19,980.00
Dispose Existing Contaminated Pipes	1	LS	@	\$	3,500.00	\$	3,500.00
Bypass Pumping	1	LS	@	\$	12,500.00	\$	12,500.00
						\$	79,530.00
					TOTAL		

Rufus Oladapo
 President/CEO



JEWEL OF THE SOUTH, INC.

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

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

Conyers, GA 30013-1237

Phone 770.679.5481 Fax 770.679.5491

ESTIMATE

Estimate No.: 24-0819-02

Date: 8/19/2024

Expiration Date: 9/19/2024

To:

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

Ship To:

1457 Virginia Ave
College Park, GA

For:

8" Sanitary Sewer Replacement

DESCRIPTION	QTY	Unit	Rate	Amount
City of College Park - Virginia Ave - Sanitary Sewer System				
8" DIP sanitary sewer line replacement, manhole tie-ins, sawcut and asphalt replacement				\$ 80,600.00

Payment Terms: Per Master Agreement.

TOTAL \$ 80,600.00

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

Accepted By _____

Accepted Date _____



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

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

DOC ID: 11524

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to purchase a replacement vehicle (Unit #345) for the Water & Sewer Division from Hardy Automotive Fleet Group in the amount of \$60,139.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This is a budgeted item. This will service all wards.

RECOMMENDATION:

Consideration for Mayor and City Council, to approve the amount of \$40,139.00 to purchase a 2024 Chevrolet Silverado 2500HD Crew Cab work truck for the Water Construction Crew from Hardy Automotive Fleet Group: in the amount of \$60,139.00

BACKGROUND

The Department of Public Works Sewer Division is requesting to replace 2008 Chevrolet F-150 Unit # 345. This vehicle was totaled, and the insurance company issued a check in the amount of \$20,00.00. We would like to replace this vehicle with a 2024 Chevrolet Silverado 2500HD Crew Cab work truck. This vehicle will be utilized for responding to all water emergencies, etc. Water main breaks, water taps and installing water meter and sewer taps.

BUDGETED ITEM:

Yes, Vehicle Replacement -G/L Account# 505-4400-54-7590

STRATEGIC CONNECTION:

A transportation sector strategy that addresses mobility issues in air, rail and roads that includes the paving and repair of roads.

Attachments

Hardy Chevrolet Silverado 2024 CAM 11524 (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

City Manager's Office Pending
Timothy Lewis Pending
Finance Pending
City Attorney's Office Pending
City Clerk Completed 10/29/2024 5:11 PM
City Manager's Office Skipped 10/16/2024 4:39 PM
Mayor & City Council Pending 11/04/2024 7:30 PM



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

COLLEGE PARK

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13)





HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$50,700.00
Dest Charge	\$1,995.00
Total Options	\$695.00
Subtotal	\$53,390.00
FLEET ADJUSTMENT 99999-SPD-SPD0000155-0003	(\$4,250.00)
SERVICE BODY	\$10,999.00
Subtotal Pre-Tax Adjustments	\$6,749.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$60,139.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$60,139.00

Dealer Signature / Date

Customer Signature / Date

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Data Version: 23650. Data Updated: Oct 9, 2024 6:45:00 PM PDT.



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK20743	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
JGD	GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs

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HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs

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HARDY AUTOMOTIVE FLEET GROUP

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE), not available with any other Ship Thru code.)	3.00 lbs	43.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	0.00 lbs	0.00 lbs

Options Total

3.00 lbs

43.00 lbs

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HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

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HARDY AUTOMOTIVE FLEET GROUP

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Entertainment

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

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HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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HARDY AUTOMOTIVE FLEET GROUP

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Maintenance Note: First Visit: 12 Months/12,000 Miles

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

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

DOC ID: 11526

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to a replace the lift Station vehicle #377 for the Water and Sewer Division from Hardy Automotive Fleet Group In the amount of \$49,190.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This vehicle will serve all wards. This is a budgeted item.

RECOMMENDATION:

Consideration for Mayor and City Council, to approve the purchase of a 2024 Chevrolet Silverado 1500 Crew Cab work truck for the Sewer Lift Station Crew from Hardy Automotive Fleet Group: in the amount of \$49,190.00.

BACKGROUND:

The Department of Public Works Sewer Division requests to replace our 2008 Ford F-150 unit # 337 that is over 155,998 miles. The vehicles engine is no longer operational. Our request to purchase a 2024 Chevrolet Silverado 1500 Crew Cab work truck. The vehicle will be used for the sewer Lift Station Crew. Utilizing the State of Georgia contract pricing for purchase. This vehicle is utilized for meeting with contractors, overseeing the Sewer Lift Station's, Water Pump Stations, Water Wells and Water Tanks.

BUDGETED ITEM:

Yes, Vehicle Replacement -G/L Account # 505-4400-54-7590

STRATEGIC CONNECTION:

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

Attachments

Lift Station Replacement Vehicle 2024 (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

- City Manager's Office Pending
- Timothy Lewis Pending
- Finance Pending
- City Attorney's Office Pending
- City Clerk Completed 10/29/2024 5:07 PM
- City Manager's Office Pending
- Mayor & City Council Pending 11/04/2024 7:30 PM



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

COLLEGE PARK

[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29)





HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (Complete)

Quote Worksheet

	MSRP
Base Price	\$45,800.00
Dest Charge	\$1,995.00
Total Options	\$4,645.00
Subtotal	\$52,440.00
FLEET ADJUSTMENT 99999-SPD-SPD0000155-0003	(\$3,250.00)
Subtotal Pre-Tax Adjustments	(<u>\$3,250.00</u>)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$49,190.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$49,190.00

Dealer Signature / Date

Customer Signature / Date

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HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10543	2024 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	111.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	17.00 lbs	3.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	3.00 lbs

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PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.)	-9.00 lbs	-9.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QDV	Tires, 265/70R17 all-terrain, blackwall	15.00 lbs	15.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	0.00 lbs	-1.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (✔ Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	0.00 lbs	0.00 lbs
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailing Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	0.00 lbs	0.00 lbs
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFB) Rear Cross Traffic Braking, (V46) Chrome front bumper, (VJH) Chrome rear bumper, (UKK) Rear Pedestrian Alert and (DP6) high gloss Black mirror caps (Includes (U12) Perimeter Lighting. Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (PEB) WT Value Package and (K14) 120-volt power outlet. Not available with (DPO) trailer mirrors or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
Z82	Trailing Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	-4.00 lbs	19.00 lbs

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	2.00 lbs
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	-2.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	1.00 lbs	0.00 lbs
DP6	Mirror caps, painted (High gloss Black. Included and only available with (PQA) WT Safety Package. Not available with (DPO) trailering mirrors.)	0.00 lbs	0.00 lbs
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	0.00 lbs	4.00 lbs
U12	Lighting, perimeter (Included and only available with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)	0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	0.00 lbs	0.00 lbs
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	1.00 lbs
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports on Crew and Double Cab models only.)	3.00 lbs	2.00 lbs
N06	Steering column lock, electrical	0.00 lbs	0.00 lbs
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UFB	Rear Cross Traffic Braking (Included and only available with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT Safety Package.)	1.00 lbs	0.00 lbs
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT Safety Package.)	0.00 lbs	1.00 lbs
UKK	Rear Pedestrian Alert (Included and only available with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs

Options Total

133.00 lbs

40.00 lbs

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)

Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone manual

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) ( Complete)

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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[Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (29) (✔ Complete)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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

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

DOC ID: 11522

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to purchase a replacement vehicle (Unit #342) of the Water and Sewer Division from Hardy Automotive Fleet Group in the amount of \$60,139.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This will serve all Wards. This is a budgeted item.

RECOMMENDATION:

Consideration of Mayor and City Council, to approve the purchase of a 2024 Chevrolet Silverado 2500HD Crew Cab work truck, from Hardy Automotive Fleet Group in the amount of \$60,139.00, for the sewer construction crew.

BACKGROUND:

The Department of Public Works, Sewer Division is requesting to replace Unit # 342 by utilizing the State of Georgia contract pricing for this purchase. The purchase will be for a 2024 Chevrolet Silverado 2500HD Crew Cab work truck. The new vehicle will serve as a Sewer Construction Crew Maintenance Vehicle utilized for responding to all emergencies such as main breaks, water taps, installing water meter, sewer taps and picking up materials for the division.

BUDGETED ITEM:

Yes, Vehicle Replacement-G/L Account# 505-4400-54-7590

STRATEGIC CONNECTION:

A transportation sector strategy that addresses mobility issues in air, rail and roads that includes the paving and repair of roads.

Attachments

Hardy Chevrolet Silverado 2024 CAM 11522 (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

City Manager's Office	Pending	
Finance	Pending	
Purchasing	Pending	
Timothy Lewis	Pending	
City Clerk	Completed	10/29/2024 5:14 PM
City Manager's Office	Skipped	10/16/2024 3:26 PM
City Attorney's Office	Pending	
Mayor & City Council	Pending	
Mayor & City Council	Skipped	11/04/2024 7:30 PM



HARDY AUTOMOTIVE FLEET GROUP

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COLLEGE PARK

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13)





HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$50,700.00
Dest Charge	\$1,995.00
Total Options	\$695.00
Subtotal	\$53,390.00
FLEET ADJUSTMENT 99999-SPD-SPD0000155-0003	(\$4,250.00)
SERVICE BODY	\$10,999.00
Subtotal Pre-Tax Adjustments	\$6,749.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$60,139.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$60,139.00

Dealer Signature / Date

Customer Signature / Date

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Data Version: 23650. Data Updated: Oct 9, 2024 6:45:00 PM PDT.



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK20743	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
JGD	GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE), not available with any other Ship Thru code.)	3.00 lbs	43.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	0.00 lbs	0.00 lbs

Options Total

3.00 lbs

43.00 lbs

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (✔ Complete)

Entertainment

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck (13) (Complete)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Maintenance Note: First Visit: 12 Months/12,000 Miles

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

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

DOC ID: 11525

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to purchase a replacement vehicle for the Water and Sewer Utility (Unit #380) Crew from Hardy Automotive Fleet Group in the amount of \$58,287.00. This item is requested by Water and Sewer Superintendent Tim Lewis. This will serve all wards. This is a budgeted item.

RECOMMENDATION:

Consideration for Mayor and City Council, approve the amount of \$28,287 to purchase a 2024 Chevrolet Silverado 3500HD Double Cab work truck for the Water and Sewer Utility Crew from Hardy Automotive Fleet Group in the amount of \$58,287.00.

BACKGROUND:

The Department of Public Works Sewer Division is requesting to replace our stolen 2019-unit # 380. This vehicle was stolen and then later totaled out by the city's insurances; the city received \$30,000 for the totaled vehicle. The Water & Sewer Division is requesting to replace the 2019-unit # 380 vehicle with a 2024 Chevrolet Silverado 3500HD Double Cab for our utility crew. The State of Georgia Contract pricing for purchase will be utilized. This vehicle will be used for responding to all water & sewer calls, locating water and sewer utility calls, responding to 811 before you dig and installing water meters.

BUDGETED ITEM:

Yes, Vehicle Replacement -G/L Account # 505-4400-54-7590

STRATEGIC CONNECTION:

A transportation sector strategy that addresses mobility issues in the air, rail and roads that include the paving and repair of roads.

Attachments

CAM UNIT 380 REPLACEMENT HARDY CHEROLET (PDF)

Prepared by: Cassandra Tolliver
Department Director: Timothy Lewis

Review:

City Manager's Office	Pending	
Finance	Pending	
Timothy Lewis	Pending	
City Attorney's Office	Pending	
City Clerk	Completed	10/29/2024 5:09 PM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

COLLEGE PARK

[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6)





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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$48,700.00
Dest Charge	\$1,995.00
Total Options	(\$1,157.00)
Subtotal	\$49,538.00
FLEET ADJUSTMENT 99999-SPD-SPD0000155-0003	(\$4,250.00)
SERVICE BODY	\$12,999.00
Subtotal Pre-Tax Adjustments	\$8,749.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$58,287.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$58,287.00

Dealer Signature / Date

Customer Signature / Date

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CC30953	2024 Chevrolet Silverado 3500HD 2WD Double Cab 162" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

BODY CODE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	0.00 lbs	0.00 lbs

REAR WHEEL CONFIGURATION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DZW	Dual Rear Wheels includes LED hip marker lights (Requires long bed model and (G9Y) 14,000 lbs. (6350 kg) GVWR.) *Upon selection of this option the base price will change*	0.00 lbs	0.00 lbs

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MKM	Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (Complete)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G9Y	GVWR, 14,000 lbs. (6350 kg) with dual rear wheels (Included and only available with dual rear wheels and long bed model.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GT4	Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PYW	Wheels, 17" (43.2 cm) painted steel (Requires dual rear wheels.)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QZT	Tires, LT235/80R17E all-terrain, blackwall (Requires dual rear wheels.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs

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RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
9L3	Spare tire delete (Included and only available with (ZW9) pickup bed delete or (5Z4) spare wheel, carrier and lock delete.)	0.00 lbs	0.00 lbs
P03	Wheel trim, painted center caps (Requires dual rear wheels.)	0.00 lbs	0.00 lbs
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Standard with dual rear wheels. Not available with (YF5) California state emissions requirements on single rear wheels.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	0.00 lbs	0.00 lbs
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	0.00 lbs	0.00 lbs

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Data Version: 23650. Data Updated: Oct 9, 2024 6:45:00 PM PDT.



HARDY AUTOMOTIVE FLEET GROUP

AUSTIN HARRIS | 7705475964 | AHARRIS@HARDYAUTOMOTIVE.COM

[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	0.00 lbs	0.00 lbs
UJM	Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire) (Standard on dual rear wheel models only.)	0.00 lbs	0.00 lbs
Options Total		0.00 lbs	0.00 lbs

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 11,300 lbs. (5126 kg) with single rear wheels (STD) (Included and only available with CC30953 model and CK30903 models with (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Auto-locking rear differential

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package

Steering, Recirculating ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

Exterior

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (✔ Complete)

Exterior

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)

Single Rear Wheels (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

CornerStep, rear bumper

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (Complete)

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless Phone Projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass, located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (✔ Complete)

Interior

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops front row only (Included and only available on Crew Cab and Double Cab models.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)

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[Fleet] 2024 Chevrolet Silverado 3500HD (CC30953) 2WD Double Cab 162" Work Truck (6) (✔ Complete)

Safety-Interior

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Basic Years: 3
 Basic Miles/km: 36,000
 Drivetrain Years: 5
 Drivetrain Miles/km: 60,000
 Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Corrosion Years (Rust-Through): 6
 Corrosion Years: 3
 Corrosion Miles/km (Rust-Through): 100,000
 Corrosion Miles/km: 36,000
 Roadside Assistance Years: 5
 Roadside Assistance Miles/km: 60,000
 Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
 Maintenance Note: First Visit: 12 Months/12,000 Miles

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

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

DOC ID: 11535

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 23, 2024

TITLE: Consideration of and action on a request for the approval of \$50,000 from Ward 4's Community Enhancement Budget to host a free Valentine Concert for citywide residents on February 15, 2025. The event will be in conjunction with the College Park Police Department Senior Social. Sponsored by Mayor Pro Tem Roderick Gay.

Prepared by: Melanie Stephens
Department Director: Mayor Pro Tem Roderick Gay

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



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WWW.COLLEGE PARKGA.COM

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

DOC ID: 11536

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 23, 2024

TITLE: Consideration of and action on a request for the approval of \$35,000 from Ward 4's Community Enhancement Budget to contract with IGNITE, a city-approved nonprofit. The funds will assist Ward 4's senior homesteaders (that qualify for Senior Tax Exemption) by covering insurance costs for waterline and sewer repairs due to damages. Sponsored by Mayor Pro Tem Roderick Gay.

Attachments

Service Line Warranty Program (PDF)

American Water Resources - Homeowner Service Line Information Letter (PDF)

Prepared by: Melanie Stephens
Department Director: Mayor Pro Tem Roderick Gay

Review:

Emmanuel Adediran	Pending	
City Clerk	Completed	10/31/2024 11:29 AM
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM

Service Line Warranty Program

City of College Park, GA

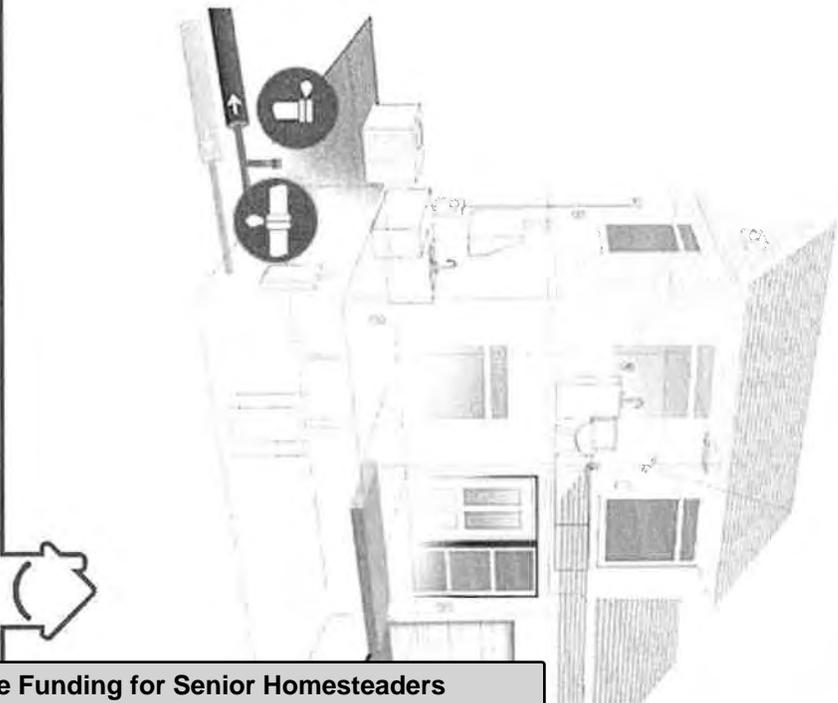
July 2024

Service Line
Warranties
of America



About the Service Line Program

- The Service Line Warranty Program is one of seven Savings & Solutions Programs, and the only Service Line Program, offered through the National League of Cities corporate partnerships
- NLC launched its partnership with Utility Service Partners (now Service Line Warranties of America) in 2010, and now there are 1,300+ participating municipalities and utilities
- No cost for the Municipality to participate
- Free Public Awareness Campaign educating homeowners about their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors, that undergo rigorous vetting process to ensure quality service
- The Service Line Warranty Program first launched in College Park in 2020



What We Currently Cover



EXTERNAL SEWER LINE COVERAGE

Up to \$8,500 coverage per incident to repair/replace broken, cracked or clogged exterior lines

\$7.75/per month



EXTERNAL WATER LINE COVERAGE

Up to \$8,500 coverage per incident to repair/replace broken, cracked or clogged exterior lines

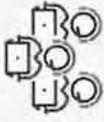
\$5.75/per month



IN-HOME PLUMBING & DRAINAGE COVERAGE

Up to \$3,000 coverage per incident on all interior water, sewer and drain lines inside the home after point of entry

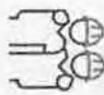
\$9.99/per month



Toll-free emergency number available 24 hours a day, 365 days a year



Guaranteed repairs



Locally based, fully licensed and vetted contractors



Quality control to ensure exceptional customer experience



No annual or lifetime limits, deductibles, service fees, forms or paperwork



No pre-inspection required

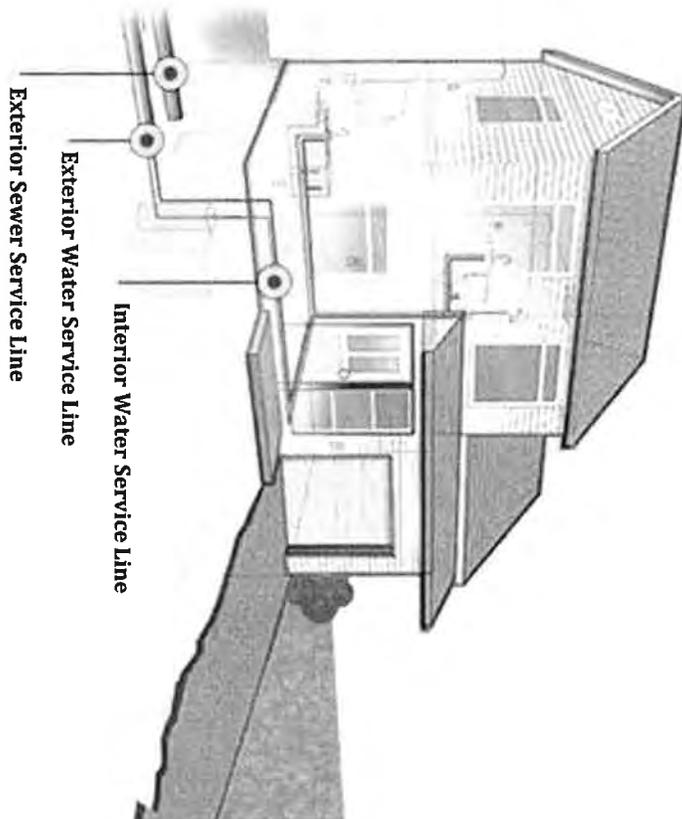


Partnership Overview as of July 2024



Policy Breakdown

 Water Service Line	Number of Policies: 151 Number of Claims: 22 Customer Savings: \$17,574
 Exterior Sewer/Septic Line	Number of Policies: 160 Number of Claims: 101 Customer Savings: \$62,850
 Interior Plumbing and Drainage	Number of Policies: 60 Number of Claims: 88 Customer Savings: \$31,290



Reaching College Park Residents

Direct Mail

Our traditional method to reach residents of College Park. So far, there was one **letter** distributed in October 2020. We can work together to secure an updated **mailing list** and create a new letter to mail residents.

Web & Social Media

We can provide direct access to digital assets & a **Social Media Content Calendar** that will outline a posting cadence as you see fit.

Bill Inserts/Email Material

Our Marketing team can work with you to develop a digital version of the direct mail letter for **email** and provide content for a bill insert.

Print Ads

Our PR team can work with yours to place **Print Ads** in local publications as available.

Home available:
Plan savings for eFit frame
SOLD AS IS. See the description of America at 1-800-272-2192

Breakdowns happen. Plan ahead with coverage. Action

Repairs to the plumbing, heating and cooling, and electrical systems on your property may be your responsibility. Breakdowns may be costly and result in unjusted expenses. Limited transfer coverage. A available for these systems. No property check is required for coverage.

Systems in your home can break down without warning. It's important that you be prepared should it happen to you. That's why the City of New Rochelle has partnered with Service Line Warranties of America, an independent company that offers optional repair coverage to help homeowners avoid paying for covered repairs. Start today and receive 10% off your first year of coverage! *

Act Now

Or call: 1-844-737-8795

The advertisement was not an intent of Service Line Warranties of America.

PLATTO Progress

Services Line Warranties of America



Introducing ServLine: A Win-Win Solution

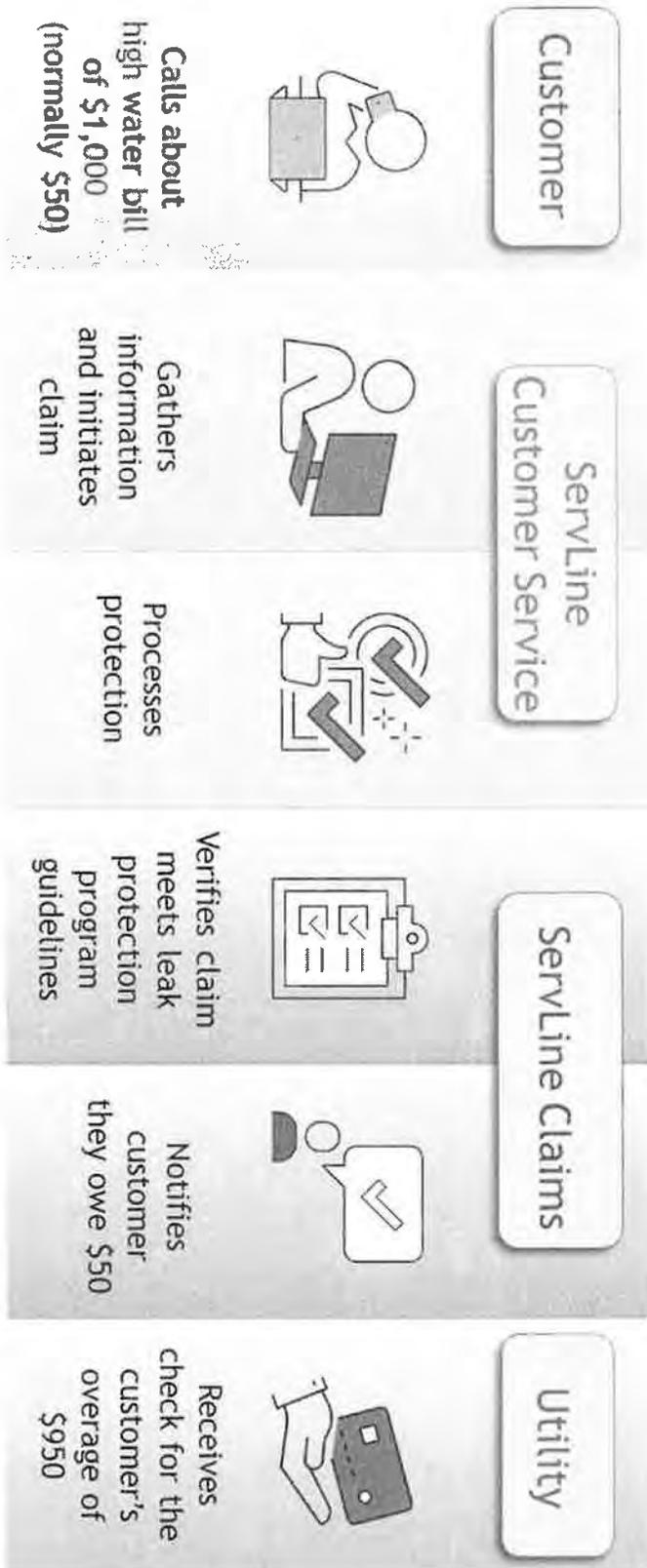


Leak Protection Program

- Utility chooses limit of coverage for all customers:
 - **\$500, \$1,000, or \$2,500**
- Covers 1 leak every 12 months up to the limit of coverage
- Qualifier: 2X average bill
- Require homeowner to repair leak before making adjustment
- No deductibles, hidden fees or service charges
- HomeServe has paid 100% of Utility claims that meet leak protection policy



ServLine Leak Protection: Customer Journey



Thank you
for your
partnership!



Ali Tomasic
SLWA Account Manager
Ali.Tomasic@homeserveusa.com
724.678.3829





P.O. Box 4950
Naperville, IL 60567-4950



148829 26-567-2 *****AUTO**5-DIGIT 30306

MESSAGE: Water Service Line Information
Response Requested By:



RE: Homeowner Service Line Information for

You are receiving this letter to advise you of your responsibilities in the event of an unexpected repair with your water service line. If you have not replaced your original water service line servicing your home, it may be at risk for water service line leaks or breaks.

Most homeowners are not aware that they **may be responsible** for the repair of the water service line that runs through their property.* If you had a problem related to your water service line, you may need to locate a reliable contractor and pay for the repairs.

Water service line repairs are typically **not covered by standard homeowners' insurance** and can be very complicated to fix. This means that you could be left having to pay an expensive bill for the repair of underground pipes. Unfortunately, this kind of problem can be caused by normal wear and tear and can happen at any time without warning.

American Water Resources (AWR), an independent third-party provider of optional home protection programs, wants its customers to be protected and receive the best possible service in case of such a problem. This optional Water Line Protection Program is offered by American Water Resources.

For just \$3.49, per month, you'll receive combined protection of up to \$10,000** (separate coverage limits apply; see Frequently Asked Questions on reverse). You'll get peace of mind knowing that your water service line is protected with repair services performed by local, insured, independent contractors, and a customer support line is available 24/7, 365-days-a-year to report a problem.

Call 877-532-5268, visit AWRUSA.com/Georgia, or return the attached Enrollment Form in the postage-paid envelope provided to help protect you against the expense and inconvenience of service line repairs.

Please see reverse for important Program details, and for information on * and **. American Water Resources is a trademark of American Water and used under license, but is not owned by American Water. As such, affiliates, and any changes in AWR's prices are not determined or controlled by American Water.

Frequently Asked Questions

What are water service lines?

The water service line is the water supply line that runs from your home to the water main in the street. Homeowners may be responsible for the water service line that runs through their property. Typical water service line responsibility extends from the property line to your home. Your responsibility may vary. If you live in a dwelling like a condo, please contact your local homeowners association to determine your responsibility.

What is water service line protection?

This protection covers repairs to the water service line for leaks or breaks.** Covered repairs will be made quickly by local, insured, independent plumbing contractors.

What does the Program include?

The Program includes protection up to \$5,000 per occurrence for covered water line repairs and up to an additional \$5,000 per occurrence for covered water line street and public sidewalk repairs.**

Who is offering this protection program?

American Water Resources (AWR) offers peace of mind to customers by providing protection for their water service line through its service line protection programs. These protection programs help protect customers from the unexpected repair costs associated with water service line repairs.

Who is eligible for service line protection?

Any residential homeowner who is responsible for the water service line attached to their home.

Does the Protection Program cover pre-existing conditions? Is there a waiting period for protection?

The Protection Program does not cover issues occurring before your coverage effective date. Your enrollment begins the day AWR processes your enrollment form. Your coverage effective date and protection under the program begins 30 days after your enrollment date.

What happens after I enroll?

Once your enrollment is processed, you will be sent a confirmation with the Terms and Conditions of the protection program. If you provide an email, the confirmation and Terms and Conditions will be delivered via email. If you decide you no longer want the Program, you have 30 days from your enrollment date to cancel and receive a full refund.

Does the Protection Program automatically renew every year?

The Protection Program is for a 12-month term that will automatically renew on an annual basis if you are paying annually by credit card, or on a monthly basis. You can cancel at any time.

IMPORTANT PROGRAM INFORMATION

Exclusions and limitations apply. Please review the Terms & Conditions at AWRUSA.com/terms or call 877-532-5268. *Asistencia en Español disponible.*

If you have already enrolled in the Water Line Protection Program, please disregard this notice.

*If you live in a dwelling like a condo, please contact your local homeowners association to determine your responsibilities.

**Repair or replacement costs may exceed the amount of the Program's limit of protection. In such cases, homeowners must pay the difference between the cost of the repair or replacement and the Program's limit of protection.

This optional Service Line Protection Program for homeowners is offered by American Water Resources - Independent of your local utility and municipality.

American Water Resources, LLC conducts business in Georgia as American Water Resources.

American Water Resources is a trademark of American Water and used under license, but is not owned by American Water. As such, AWR's optional programs are not provided or guaranteed by American Water or its affiliates, and any changes in AWR's prices are not determined or controlled by American Water or its affiliates.



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WWW.COLLEGE PARKGA.COM

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

DOC ID: 11533

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 28, 2024

TITLE: Consideration of and action on a request to approve the December meeting. Sponsored by Councilwoman Tracie Arnold.

Recessing the July and December City Council meetings offers staff greater flexibility for vacation and family time, aligning with peak holiday seasons and school breaks. This approach supports the well-being of our staff, promoting a balanced work environment that contributes to sustained productivity and morale throughout the year. By allowing scheduled time for rest, the City encourages a healthier work-life balance, positively impacting employee satisfaction and retention.

Importantly, this proposal would not compromise the City's responsiveness. In the event of unforeseen circumstances, a called meeting can be scheduled if deemed appropriate. This contingency ensures that essential city functions continue smoothly and that we can promptly address any critical issues as they arise.

Moreover, this flexibility benefits the City by helping reduce end-of-year scheduling conflicts, facilitating a more even workflow, and enabling staff to coordinate leave without impacting city services. A formal recess in July and December would be a meaningful acknowledgment of the value we place on our team's work-life balance, further enhancing morale and the City's ability to retain talent.

Prepared by: Melanie Stephens
Department Director: Councilwoman Tracie Arnold

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



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

DOC ID: 11545

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 25, 2024

TITLE: Consideration of and action on a request to approve the 2025 City holiday schedule. This item is requested by Rose Stewart, Human Resources and Risk Management Director. This effects all wards.

RECOMMENDATION:

Approval of 2025 City Holiday Schedule

BACKGROUND:

Holidays are often used as a time to spend with family and friends. Holidays are often undertaken during specific holiday observances.

BUDGETED ITEM:

N/A

STRATEGIC CONNECTION:

Attachments

Memo Proposal Holiday Schedule 2025 (1) (PDF)

2025 Holiday Schedule (Proposed) (3) (XLSX)

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

Review:

City Manager's Office Pending
Rose Stewart Completed 10/25/2024 10:40 AM
City Clerk Pending
City Manager's Office Pending
Mayor & City Council Pending 11/04/2024 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DATE: October 21, 2024

TO: The Honorable Mayor and Members of the City Council

THROUGH: Dr. Emmanuel Adediran, City Manager

FROM: Rose Stewart, Director of Human Resources & Risk Management

RE: Proposed City Holiday Schedule 2025

PURPOSE: To present to the Mayor and Council the Proposed City of College Park Observed Holiday Calendar for 2025.

REASON: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holidays). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

RECOMMENDATION: To approve the attached City of College Park Observed Holiday Calendar for 2025.

BACKGROUND: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holidays). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

COST TO CITY: Holiday Pay will be charged to the respective departments.

BUDGETED ITEM: Not Applicable.

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: November 4, 2024.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable.

AFFECTED AGENCIES: All City Departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable.

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable.

STAFF: All City Departments

ATTACHMENTS:

- Holiday Proposal (XLS)

Holiday Schedule 2024

New Year's Day

Monday, January 1, 2024

Martin Luther King, Jr. Birthday

Monday, January 15, 2024

Memorial Day

Monday, May 27, 2024

Juneteenth

Wednesday, June 19, 2024

Independence Day

Thursday, July 4, 2024

Labor Day

Monday, September 2, 2024

Thanksgiving Day

Thursday, November 28, 2024

Day After Thanksgiving

Friday, November 29, 2024

Christmas Day

Wednesday, December 25, 2024

Holiday Schedule 2025**New Year's Day**

Wednesday, January 1, 2025

Martin Luther King, Jr. Birthday

Monday, January 20, 2025

Memorial Day

Monday, May 26, 2025

Juneteenth

Friday, June 20, 2025

Independence Day

Friday, July 4, 2025

Labor Day

Monday, September 1, 2025

Veteran's Day

Tuesday, November 11, 2025

Thanksgiving Day

Thursday, November 27, 2025

Day After Thanksgiving

Friday, November 28, 2025

Christmas Day

Thursday, December 25, 2025



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

DOC ID: 11515

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 29, 2024

TITLE: Consideration of and action on a request to approve the proposed 2025 Mayor and Council Meeting Schedule and agenda item due dates. This request is from Queenie Brown, Deputy City Clerk. This will have a Citywide impact.

RECOMMENDATION:

Approve the proposed 2025 Council Meeting dates

BACKGROUND:

The City Council meets the first and third Monday of each month, if a holiday is on either date, the meeting is moved to Tuesday. Attached for your consideration and approval is a proposed City of College Park 2025 Council Meeting schedule.

College Park, Georgia - Code of Ordinance/Chapter 2 -Administration

Article II. - Mayor and Council

Sec.20.- Time and place of Regular meetings.

Regular meeting of the Mayor and Council shall be held on the first and third Monday's during each month at City Hall at 7:30 p.m.

(Code 1963, § 2-1)

BUDGETED ITEM:

This item is budgeted for Legal Notices to satisfy the legal requirement.

Attachments

2025 Council Meeting and Schedule and Agenda Items Due Dates (DOCX)

Prepared by: Queenie Brown
Department Director: Queenie Brown, Deputy City Clerk

Review:

City Manager's Office Skipped 10/29/2024 1:51 PM
Queenie Brown Completed 10/29/2024 1:51 PM
City Attorney's Office Pending
City Clerk Completed 10/29/2024 1:52 PM
City Manager's Office Pending
Mayor & City Council Pending 11/04/2024 7:30 PM



CITY OF COLLEGE PARK

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CITY OF COLLEGE PARK

2025 COUNCIL MEETING SCHEDULE AND AGENDA ITEM DUE DATE

City Council Meeting Dates	Agenda Items Due @ COB	Agenda Review Committee Dates
January 6, 2025	December 26, 2024	December 30, 2024
January 21, 2025 (Tuesday)	January 8, 2025	January 13, 2025
February 3, 2025	January 22, 2025	January 27, 2025
February 17, 2025	February 5, 2025	February 10, 2025
March 3, 2025	February 19, 2025	February 24, 2025
March 17, 2025	March 5, 2025	March 10, 2025
April 7, 2025	March 26, 2025	March 31, 2025
April 21, 2025	April 9, 2025	April 21, 2025
May 5, 2025	April 23, 2025	April 28, 2025
May 19, 2025	May 7, 2025	May 12, 2025
June 2, 2025	May 21, 2025	May 27, 2025
June 16, 2025	June 4, 2025	June 9, 2025
July 14, 2025	July 2, 2025	July 7, 2025
August 4, 2025	July 23, 2025	July 28, 2025
August 18, 2025	August 6, 2025	August 11, 2025
September 2, 2025 (Tuesday)	August 20, 2025	August 25, 2025
September 15, 2025	September 3, 2025	September 8, 2025
October 6, 2025	September 24, 2025	September 29, 2025
October 20, 2025	October 8, 2025	October 13, 2025
November 3, 2025	October 22, 2025	October 27, 2025
November 17, 2025	November 5, 2025	November 10, 2025

December 8, 2025

or

December 15, 2025



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

DOC ID: 11541

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 24, 2024

TITLE: Consideration of and action on a request to place four-way stop signs at the intersection of Virginia Ave and Atlanta St. This a request from Chief of Police Connie Rogers. This will service Ward 1.

RECOMMENDATION:

Approval to place four-way stop signs at the intersection of Virginia Avenue and Atlanta Street. Drive.

BACKGROUND:

A stop sign is currently posted on Atlanta Street on opposite sides of the intersection.

It is recommended to create a four-way stop sign(s) intersection at this location of Virginia Ave and Atlanta St. Two stop signs currently exist. Two more reflective stop signs are needed.

Work can be completed by city of College Park employees.

BUDGETED ITEM:

This is not a budgeted item. The cost of materials are approximately \$500.00 each sign. Totaling \$1,000.00.

STRATEGIC CONNECTION:

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

Prepared by: Connie Rogers
Department Director: Connie Rogers, Chief of Police

Review:

Connie Rogers	Completed	10/24/2024 10:44 AM
City Attorney's Office	Pending	
Public Works	Pending	
Finance	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



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

DOC ID: 11543

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 24, 2024

TITLE: Consideration of and action on a request to approve the emergency repair of the Arena's network systems by CDWG, the current vendor. Damage occurred on October 17th as a result of a power surge. The damage has impaired the Gateway Center Arena in servicing its clients and the admin staff. This is in Ward 2. This request is made by Yanous Barner, Interim Executive Director.

RECOMMENDATION:

Approval by Mayor and Council for the emergency repair by CDWG of the Arena network system. Without repair it will negatively impact our vendors i.e. the SkyHawks media outfits will not have the ability to televise games as well as meet NBA standards for media transmission. This is not a budgeted item. The repair cost is \$98,214.00

BACKGROUND:

The October 17th power surge created an overload on the PDU's and UPS causing a pass-through of current creating damage to several network systems.

BUDGETED ITEM:

This is not a budgeted item The confirmed quote is: \$98,214.00

STRATEGIC CONNECTION:

Goal 1 Local Economy and Growth 1.7 Increase both number of events and the number of patrons attending sporting events, concerts, conferences, as well as participating in other activities at the GICC, Gateway Arena and the Historic College Park Golf Course.

Attachments

Gateway Arena Network Emergency Resolution.Memo10.21.24 (DOCX)

CDW.Arena.Ltr of Understanding & Quote10.23.24 (PDF)

Prepared by: Wanda Anderson
Department Director: Yanous Barner

Review:

City Manager's Office Pending

Wanda Anderson Pending

Finance Pending

City Attorney's Office Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM

CONVENTION CENTER & ARENA MEMORANDUM NO. 2024-66

DATE: October 21, 2024

TO: The Honorable Mayor and Council,
CC: Emmanuel Adediran City Manager

FROM: Yanous Barner Interim Executive Director GICC, ARENA, Golf Course

RE: Emergency Power Request – Arena Power Surge

As Interim Executive Director I am providing detailed background information regarding the damage incurred at the Arena and a solution for consideration. On Thursday, October 17th, 2024, there was a power outage. When power was restored, it became apparent that the power surge occurred due to non-functional network appliances. We called Glen Spivey to inquire about what caused the power outage. He stated, “it was a transfer switch-over and power should be restored in approximately in an hour.

When power is restored after an outage, it's common to experience a sudden jump in current when power is restored following an outage. As a result, the surge created an overload on the PDU's and UPS causing a pass-through of current creating damage to several network appliances.

It actually took an hour and a half for it to be restored. Although the generator came on, within 2 minutes we discovered the damage had impaired the Gateway Center Arena to service its clients and the admin staff. Without the immediate repair of network appliances and connected apparatuses, upcoming events will require refunds and the College Park Skyhawks will not be able to play at the Arena for its scheduled season. In retrospect, Skyhawks media outfits will not have the ability to Televisе games and meet NBA game day standards for media transmission.

We are requesting permission to initiate the emergency repair of our Arena Network Appliances to restore functionality. CDW is our vendor and have provided pricing to repair. See attached Letter of Understanding. The cost of the repair quoted is \$98,214.00. Again, these repairs are essential to restoring full operation of our facility. This is not a budgeted item.



October 18, 2024

2000 Convention Center Concourse
 College Park, GA 30337

Re: Letter of Understanding for Georgia International Convention Center

Dear Robert Ligon,

This Letter of Understanding (“LOU”) is an agreement between CDW Ltd (“Seller”) and Georgia International Convention Center (“Customer”), whereby Customer shall procure various information technology products and related items as such are specifically detailed on Seller’s Quote PDJK392, which is attached hereto as Appendix 1 (collectively, the “Products”) through Seller.

By evidence of their respective signatures below, and other good and valuable consideration, the parties hereby make the following commitments:

1. Customer will purchase all of the Products.
2. Seller will initiate a purchase order to the manufacturers for the Products or reserve inventory within a reasonable time after execution of this LOU.
3. Within ten (10) business days after execution of this LOU, Customer shall submit a purchase order to Seller for the Products. Should Customer fail to timely submit a purchase order such failure will not extinguish Customer’s obligation to purchase the Products and remit payment of the amounts due in respect thereof.
4. Customer agrees to fully indemnify Seller for any and all losses that Seller may suffer as a result of the Purchase Order not being received on the agreed date. Furthermore, in the event Customer fails to submit a purchase order within the time period stated herein, the parties acknowledge and agree that this LOU shall take the place of such purchase order.
4. For the avoidance of doubt, the parties shall consider Customer’s execution of this LOU as adequate documentation acting in place of Customer’s purchase order, should Customer fail to provide one in accordance with Section 3 above. Customer shall not have the right to withhold payment on the basis that no purchase order was submitted.

Customer’s purchase of Products shall in the absence of a separate negotiated agreement between the parties covering the scope of this letter, be governed by the terms and conditions under which Seller will supply Products and Services at <https://www.uk.cdw.com/media/2277/master-services-and-product-sales-agreement-uk.docx> (“Terms & Conditions”). All capitalized terms not defined herein shall have the meanings set forth in the Terms & Conditions, or applicable negotiated agreement.

Signed

On Behalf of Seller:

Accepted and Agreed by Customer:

 Authorised Signatory

 Authorised Signatory

 Name

 Name

 Date

 Date





CDW Limited
3rd Floor, One New Change
London
EC4M 9AF
Phone: +44 (0)20 7791 6000
Fax: +44 (0)20 7583 7600
Email: info@uk.cdw.com
www.uk.cdw.com

8.E.b

Appendix 1
Seller's Quote





Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ROBERT LIGON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PDJK392	10/18/2024	C9500 W/ OPTICS AND CABLES	6213404	\$98,214.00

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 9500 - Network Advantage - switch - 48 ports - managed - rac Mfg. Part#: C9500-48Y4C-A UNSPSC: 43222612 TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Cisco Networking - State & Local (99999-SPD-T20120501-0006)	2	5638489	\$18,614.47	\$37,228.94
Cisco Solution Support - extended service agreement Mfg. Part#: CON-SSSNT-C9504YA4 3-year Smartnet Electronic distribution - NO MEDIA TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Cisco Networking - State & Local (99999-SPD-T20120501-0006)	2	6072221	\$7,800.00	\$15,600.00
Cisco Solution Support - technical support - for C9500-DNA-48Y4C-A, C9500-D Mfg. Part#: CON-SSTCM-C9548Y4A Electronic distribution - NO MEDIA TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Cisco Networking - State & Local (99999-SPD-T20120501-0006)	2	7554817	\$2,600.00	\$5,200.00
Cisco Network and Digital Network Architecture Advantage - Term License (3 Mfg. Part#: C9500-DNA-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Cisco Networking - State & Local (99999-SPD-T20120501-0006)	2	5272992	\$9,303.39	\$18,606.78

11543 : Emergency repair of the Arena Network Systems

2 5504220

\$1,731.11

Packet Pg. 479

QUOTE DETAILS (CONT.)

Mfg. Part#: C9K-PWR-650WAC-R=

UNSPSC: 39121004

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Cisco Networking - State & Local
(99999-SPD-T20120501-0006)

Cisco - SFP (mini-GBIC) transceiver Module - GigE	40	4123407	\$362.06	\$14,482.40
---	----	---------	----------	-------------

Mfg. Part#: GLC-TE=

UNSPSC: 43201553

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Cisco Networking - State & Local
(99999-SPD-T20120501-0006)

Proline Cisco QSFP-40G-SR4-S Compatible TAA 40GBase-SR4 QSFP+ Transceiver (4	3716578	\$434.90	\$1,739.60
---	---	---------	----------	------------

Mfg. Part#: QSFP-40G-SR4-S-PRO

UNSPSC: 43201553

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: MARKET

C2G 10ft Locking Power Cord - IEC C14 to IEC C13 - 10A 250V	4	4251945	\$16.51	\$66.04
---	---	---------	---------	---------

Mfg. Part#: 10361

UNSPSC: 26121636

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

Proline 10ft RJ-45 (M) RJ-45 (M) Straight Blue Cat6 UTP PVC Patch Cable	20	5800189	\$3.68	\$73.60
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Mfg. Part#: PRO-10FCAT6-BE

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

PROLINE 15FT CAT6 RJ45-M UTP BLUE	20	6773947	\$10.08	\$201.60
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Mfg. Part#: PRO-15FCAT6NB-BE

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

Proline 25ft RJ-45 (M) RJ-45 (M) Straight Blue Cat6 UTP PVC Patch Cable	20	5800294	\$14.67	\$293.40
---	----	---------	---------	----------

Mfg. Part#: PRO-25FCAT6-BE

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

Proline 20ft RJ-45 (M) RJ-45 (M) Straight Gray Cat6 UTP PVC Patch Cable	20	5201646	\$9.17	\$183.40
---	----	---------	--------	----------

Mfg. Part#: PRO-20FCAT6-GY

UNSPSC: 26121609

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

Proline 10ft RJ-45 (M) RJ-45 (M) Straight Gray Cat6 Slim UTP PVC Cable	20	5852825	\$17.42	\$348.40
--	----	---------	---------	----------

Mfg. Part#: PRO-10FSLCAT6-GY

TAX: COLLEGE PARK, GA .0000% \$.00

Contract: State of Georgia Peripherals
(99999-SPD-SPD0000161-0003)

QUOTE DETAILS (CONT.)

<p>Proline 25ft RJ-45 (M) RJ-45 (M) Straight Gray Cat6 UTP PVC Patch Cable</p> <p>Mfg. Part#: PRO-25FCAT6-GY UNSPSC: 26121609 TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Peripherals (99999-SPD-SPD0000161-0003)</p>	20	5646053	\$11.92	\$238.40
<p>Tripp Lite 6M 10Gb Duplex Multimode 50 125 OM3 Fiber Cable LC LC Aqua 20ft</p> <p>Mfg. Part#: N820-06M UNSPSC: 26121609 TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Peripherals (99999-SPD-SPD0000161-0003)</p>	4	1984079	\$21.09	\$84.36
<p>Tripp Lite 1M 10Gb 100Gb Duplex Multimode 50 125 OM4 Fiber Cable LC LC Aqua</p> <p>Mfg. Part#: N820-01M-OM4 UNSPSC: 26121609 TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Peripherals (99999-SPD-SPD0000161-0003)</p>	4	2445871	\$20.18	\$80.72
<p>Tripp Lite 2M 10Gb 100Gb Duplex Multimode 50 125 OM4 Fiber Cable LC LC Aqua</p> <p>Mfg. Part#: N820-02M-OM4 UNSPSC: 26121609 TAX: COLLEGE PARK, GA .0000% \$.00 Contract: State of Georgia Peripherals (99999-SPD-SPD0000161-0003)</p>	4	2445875	\$22.01	\$88.04

SUBTOTAL	\$97,977.90
SHIPPING	\$236.10
SALES TAX	\$0.00
GRAND TOTAL	\$98,214.00

PURCHASER BILLING INFO	DELIVER TO
<p>Billing Address: GEORGIA INTERNATIONAL CONVENTION ACCTS PAYABLE 2000 CONVENTION CENTER CONCOURSE COLLEGE PARK, GA 30337-5706 Phone: (770) 997-3566 Payment Terms: Net 30 Days-Govt State/Local</p>	<p>Shipping Address: GEORGIA INTERNATIONAL CONV CENTER ROBERT LIGON 2000 CONV CTR CENC GEORGIA INTERNATIONAL CONV CEN COLLEGE PARK, GA 30337 Shipping Method: UPS Next Day 10:30, most areas</p>
Please remit payments to:	
<p>CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515</p>	



Sales Contact Info

Samir Patel | (877) 862-3950 | samir.patel@cdwg.com

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

DOC ID: 11493

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 3, 2024

TITLE: Consideration of and action on a request to extend Ordinance 2024-9 regarding a moratorium of warehouse and trucking facilities. This request is made by Deborah Rogoff-Ezra, Principal Planner.

RECOMMENDATION:

Insert Text Here

BACKGROUND:

Insert Text Here

BUDGETED ITEM:

Insert Text Here

STRATEGIC CONNECTION:

Insert Text Here

Prepared by: Emmie Niethammer
Department Director: Deborah Rogoff-Ezra, Principal Planner

Review:

City Manager's Office Pending

Deborah Rogoff-Ezra Pending

City Clerk Pending

City Manager's Office Pending

Mayor & City Council Pending 11/04/2024 7:30 PM



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

DOC ID: 11531

TO: Honorable Mayor and Council Members

FROM: Dr. Emmanuel Adediran, City Manager

DATE: October 31, 2024

TITLE: Consideration of and action on a request to provide for supplemental staff support services for Sanitation and Code Enforcement in the amount of \$320,00. Item sponsored by Councilman Joe Carn and will serve all Wards.

As the City of College Park continues to strive towards putting our residents first, there is a need for supplemental staffing in two critical areas of service. The upkeep and cleanliness of certain pockets throughout our city must be addressed in a more detailed specific manner.

These city ambassadors will supplement the sanitation department serving in a part-time but effective basis. As our ward needs vary, the four ambassadors will serve individual wards based on their most crucial areas in need of attention and upkeep.

Their tasks and responsibilities would also include daily reporting of local deficiencies and notifying the appropriate departments to address our residents concerns immediately.

These would be part-time, contract positions serving as a pilot program for one year. After one year, the city manager will reevaluate with city council as to next steps.

College Park's Code Enforcement Task Force would be a group of hard working officers/inspectors tasked with the sole purpose of eliminating blight and unacceptable standards citywide. These employees would be assigned by wards to insure business

property owners are held accountable and operating at acceptable standards in all areas that serve the public interest.

These would also be part-time, contract positions serving as a pilot program for one year. After one year, the city manager will reevaluate with city council as to next steps.

As these will be specialized contract employees, we recommend a budget of \$40,000 for each City Ambassador, and a budget of \$40,000 for each Code Enforcement Task Force member.

Totaling \$320,000.

Attachments

Ambassador Program - Code Enforcement (PDF)

Sanitation Ambassadors (PDF)

Prepared by: Melanie Stephens
Department Director: Councilman Joe Carn

Review:

Emmanuel Adediran	Pending	
City Clerk	Pending	
City Manager's Office	Pending	
Mayor & City Council	Pending	11/04/2024 7:30 PM



CODE ENFORCEMENT NEIGHBORHOOD AMBASSADOR PROGRAM

The core purpose of the program is to utilize Code Enforcement Ambassadors to assist code officers within their assigned wards. They will also assist code with comprehensive caseload's paperwork, while also assisting them with commercial corridor sweeps. Ambassadors will also assist each officer with preparing and compiling cases that will be tried in our municipal court. We also utilize ambassadors to help with our of backlog commercial properties inspections. The ambassadors will allow officers additional time to address more complex and chronic violations. Examples of violations that ambassador will be tasked with assisting with:

- Weeds or overgrown vegetation that are health, fire and security hazards
- Excessive accumulations of trash and debris in visible areas
- Parked vehicles on lawn areas
- Unauthorized sales or yard sales with new product
- Auto repair and unapproved business activities in neighborhoods
- Lack of ornamental vegetation maintenance
- Unauthorized posting of signs on street signs, utility poles or in the right-of-way
- Business that fails to obtain proper licenses
- Apartment sweeps

The Term of the ambassador's appointment:

- The term of appointment will be for one year
- An ambassador may be dismissed at any time

The Ambassadors must:

- Attend and complete a minimum of 120 hours of training
- Training will be conducted by the Code Enforcement Officers

Training will consist of:

- Recognizing illegal signs
- Removal of illegal signs
- Identify code violations
- Riding along with Code Enforcement Officer
- Attend Municipal Court proceedings

Training Objectives:

- Purpose of the Ambassador's Program
- Identify the Ordinances
- How to file a complaint
- How to process a complaint via the "Web"
- Identifying code violations
- Reporting code violations
- Qualifications

Purpose of the program:

- Purpose of the Ambassador's Program
- Identify the Ordinances
- How to file a complaint
- How to process a complaint via the "Web"
- Identifying code violations
- Reporting code violations
- Qualifications
- To help maintain and enhance the "Quality of Life" within the incorporated City of College Park
- Ambassadors will act as additional "**eyes and ears**" throughout the neighborhoods

Limitation of duties.

- They shall not enter onto private property while carrying out their duties. Warning Notices and Court Summons will be issued by the Code Enforcement Officers.
- The Ambassadors shall not harass, threaten, or rebuke any tenants, property owners, or sign owners.

Code of Conduct:

- All Volunteers shall abide by the city's Rules and Regulations as they pertain to conduct
- Volunteers can be terminated at any time without the right of a grievance procedure.
- Volunteer members will comply with the work agreement as provided to them by the Department.



CITY OF COLLEGE PARK

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

The Sanitation Ambassadors would greatly benefit the Sanitation Division in maintaining the cleanliness and order of illegal dumping sites. If we had additional personnel to address issues as such then our daily routines and schedules will not be interrupted. Also, these personnel could monitor high traffic dumping sites which deter people from dumping.

Additionally, the Sanitation Ambassadors would be beneficial along commercial routes to clean up trash spilled during the dumping of overflowing dumpsters. Along residential routes, they would be helpful to attend to spillage and trash that may fall off the truck.

These tasks will benefit all wards.

Sanitation Superintendent,

Cedric Hand