In The Matter Of:

City of Doraville

State of Georgia

City Council Meeting

May 4, 2009

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CITY COUNCIL MEETING

CITY OF DORAVILLE

STATE OF GEORGIA

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Transcript of the proceedings held in the City Council Room at Doraville City Hall, 3725 Park Avenue, Doraville, Georgia, Mayor Ray Jenkins presiding, before Theresa Bretch, Certified Court Reporter, commencing at 7:00 p.m. on Monday, May 4, 2009.

* * *

APPEARANCES:

Doraville City Council:

Hon. Ray Jenkins, Mayor

Councilmember Maria Alexander
Councilmember Brian Bates
Councilmember Robert Spangler
Councilmember Donna Pittman
Councilmember Bob Roche
Councilmember Pam Fleming

Murray J. Weed, City Attorney

Ms. Rhonda Blackmon, City Clerk

Scott Haeberlin, City Planner

P R O C E E D I N G S

MAYOR JENKINS: Meeting come to order. Call the roll, please.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Here.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Here.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Here.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Here.

CLERK BLACKMON: Councilmember Roche?

COUNCILMEMBER ROCHE: Here.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Here.

MAYOR JENKINS: I want to approve the minutes of 3/23/09. Do I get a motion?

COUNCILMEMBER BATES: So moved.

MAYOR JENKINS: Second?

COUNCILMEMBER PITTMAN: Second.

MAYOR JENKINS: Call the roll.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Yes.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Yes.

CLERK BLACKMON: Councilmember Roche?

COUNCILMEMBER ROCHE: Yes.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Yes.

MAYOR JENKINS: 4/20/09. Do I have a motion? Minutes for 4/20/09.

COUNCILMEMBER PITTMAN: So moved.

MAYOR JENKINS: Second?

COUNCILMEMBER ALEXANDER: Second.

MAYOR JENKINS: Call the roll, please.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Yes.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

Page 5

1 CLERK BLACKMON: Councilmember Pittman?
2 COUNCILMEMBER PITTMAN: Yes.
3 CLERK BLACKMON: Councilmember Roche?
4 COUNCILMEMBER ROCHE: Yes.
5 CLERK BLACKMON: Councilmember
6 Spangler?
7 COUNCILMEMBER SPANGLER: Yes.
8 MAYOR JENKINS: Okay. The millage rate
9 hearing, we're going to delay that probably one
10 to two weeks, probably till next meeting,
11 because Dekalb County is reevaluating all the
12 property in Dekalb County. We don't know if
13 that will mean the property will go up. I would
14 say that the property values will go down. But
15 we have to set the millage rate, and we're going
16 to delay that at least two weeks, which will be
17 at the next Council meeting we'll have the first
18 opening of the millage rate hearings.
19 Something has come up about our
20 insurance, and under my comments I'm going to
21 bring Mr. Jones up.
22 Come on up to the microphone.
23 Blue Cross/Blue Shield is going up
24 17-1/2, and Mr. Jones has already got it, I
25 believe he said, down to 15. So I wanted the

Page 6

1 Council to decide what to do on this. Mr. Jones
2 will tell us about it.
3 MR. JONES: Let me give each Council
4 member a copy of this (presenting).
5 MAYOR JENKINS: Okay. Just hand it to
6 her. She'll pass it.
7 COUNCILMEMBER ROCHE: I think we may
8 already have a copy.
9 MR. JONES: You may have a copy of the
10 old ones. These reflect the new ones.
11 MAYOR JENKINS: They got one.
12 MR. JONES: Have they got one? They
13 don't have the new one.
14 MAYOR JENKINS: Oh, the new one? Oh,
15 okay.
16 MR. JONES: That's just a preliminary,
17 and we are working on maybe a further reduction
18 but we can't be sure. They've already come off
19 the 17-1/2 percent down to 15 percent, and we
20 just wanted y'all to be informed as to what we
21 were doing. And it's just a matter of just
22 getting y'all's approval or not approval, maybe
23 not tonight, but just look at it and see what
24 you really think or what we should do, or any
25 suggestions you give us, we'll take them and

Page 7

1 work on it.
2 THE REPORTER: Mr. Jones, could I get
3 your full name, please?
4 MR. JONES: C.R. Jones.
5 So if there's any quick questions, I
6 appreciate the Mayor giving me this few minutes.
7 COUNCILMEMBER BATES: When was the last
8 time we fully bid our health insurance out?
9 MR. JONES: Last year, Blue Cross did
10 not -- Is that what you meant?
11 COUNCILMEMBER BATES: No. When did we
12 bid it out for multiple companies?
13 MR. JONES: We didn't do it last year
14 because Blue Cross did not increase our rates at
15 all last year. And we are in the process, if
16 y'all so direct us to, to get it out for bid.
17 And we can do that. We have time.
18 COUNCILMEMBER BATES: Is there, from
19 your perspective, an industry-standard rate
20 increase that's been applied?
21 MR. JONES: I feel that that's really a
22 low rate increase. We had one employee who run
23 up $160,000 this year. We've had four/five/six
24 new babies and a couple heart cases. But we're
25 doing okay with the rates, these rates here.

Page 8

1 So we figure that this rate here will
2 be less than what anyone can beat or give us
3 like Kaiser or anyone else. But at y'all's
4 direction, we'll be glad to get it.
5 COUNCILMEMBER BATES: When was the last
6 time we did get competing numbers?
7 MR. JONES: Last year we did it.
8 COUNCILMEMBER BATES: You got competing
9 numbers from different carriers?
10 MR. JONES: We didn't get to because
11 y'all decided that we would just go with what we
12 had.
13 MAYOR JENKINS: He wants to know when
14 the last time it was put out to different
15 companies.
16 MR. JONES: Oh. A year, year-and-a-
17 half ago we had four companies bid and you-all
18 decided to stay with Blue Cross.
19 MAYOR JENKINS: So we have until when,
20 Mr. Jones, to let you know for sure whether we
21 want to go out for RFPs or --
22 Mr. Jones always goes to the different
23 companies and gets the best prices, and he's
24 always done that for us but --
25 MR. JONES: I work for Doraville, not

Page 9

1 Blue Cross.
2 MAYOR JENKINS: Right.
3 MR. JONES: I do, but you know what I
4 mean.
5 MAYOR JENKINS: So what did you say?
6 How long?
7 MR. JONES: If we could get it in the
8 next two weeks, we'll be all right.
9 MAYOR JENKINS: If they'll let you know
10 within the next two weeks?
11 MR. JONES: Yes, sir.
12 MAYOR JENKINS: Okay.
13 COUNCILMEMBER FLEMING: And these are
14 monthly premiums that you're showing on this
15 report?
16 MR. JONES: Yes, ma'am.
17 COUNCILMEMBER ROCHE: I just want to
18 make sure I understand. I've got four columns
19 here. It says present premiums, and then I've
20 got 306 dollars and three eighty-four. I just
21 want to make sure I understand what these --
22 MR. JONES: That's for the individual.
23 And then you'll see under there, the old rates
24 and then the new rates.
25 COUNCILMEMBER ROCHE: The renewal

Page 10

1 premiums are the new rates?
2 MR. JONES: Yes, sir.
3 COUNCILMEMBER ROCHE: So currently, the
4 employee only -- for the regular HMO it's 306
5 dollars, the PPO is 385 dollars per month.
6 MR. JONES: Let me just say this on the
7 PPO: the City will not pay for any PPO that
8 exceeds the HMO rate. So if they want the HMO -
9 - I mean the PPO, they have to pay for it extra.
10 We only have a few; three or four, I think,
11 maybe five.
12 COUNCILMEMBER ROCHE: Okay. So right
13 now we're paying 800 -- well, 900 dollars a
14 month for an employee and their family.
15 MR. JONES: Yes, sir.
16 COUNCILMEMBER ROCHE: And that will go
17 up to $1,033 a month.
18 MR. JONES: Yes, that's right.
19 COUNCILMEMBER ROCHE: And then for an
20 employee only, that's $353 per month.
21 MR. JONES: The employee at this time
22 pays $30 a month for their family.
23 COUNCILMEMBER ROCHE: Well, I under-
24 stand that, but what I'm saying is what we pay.
25 MR. JONES: Yes.

Page 11

1 COUNCILMEMBER ROCHE: Currently, the
2 employee -- if I understand, it's $15 per
3 employee, and if it's a family, it's $30.
4 MR. JONES: Yes, sir.
5 COUNCILMEMBER ROCHE: Regardless of how
6 many people in the family.
7 MR. JONES: That's right.
8 COUNCILMEMBER ROCHE: So do we pay the
9 same rate -- it says employee and family. Is
10 that the same rate regardless of the number of
11 people in the family?
12 MR. JONES: Yes, sir.
13 COUNCILMEMBER ROCHE: Okay.
14 MR. JONES: They get a bargain, some of
15 them do.
16 COUNCILMEMBER BATES: Well, I would be
17 in favor of us going out for competitive bidding
18 on this.
19 MR. JONES: It's all right. We can do
20 that.
21 MAYOR JENKINS: Well, Brian, be sure to
22 explain to him. If you want it to go out for
23 RFPs, it'll go out by virtue of sealed bids or
24 whatever. He's referring to he will do that if
25 we care to.

Page 12

1 COUNCILMEMBER BATES: Yes, sir.
2 MAYOR JENKINS: Is that what you're
3 saying?
4 COUNCILMEMBER BATES: Yes, sir.
5 MAYOR JENKINS: Very good. Very good.
6 MR. JONES: Thank you.
7 COUNCILMEMBER SPANGLER: Exactly what
8 did you just say?
9 COUNCILMEMBER BATES: Well, I didn't
10 make a motion or anything. I was just merely
11 making an observation that I would be in favor
12 of us going out for bids on the health
13 insurance.
14 MAYOR JENKINS: He's saying he'll --
15 COUNCILMEMBER ROCHE: And I would --
16 MAYOR JENKINS: -- take it out for
17 bids.
18 COUNCILMEMBER ROCHE: -- be in favor of
19 seconding that.
20 MAYOR JENKINS: Is that what you want?
21 COUNCILMEMBER BATES: I will make it in
22 the form of a motion to have C.R. Jones put our
23 health insurance out for bid.
24 COUNCILMEMBER ROCHE: And I'll second
25 it.

Page 13

1 MAYOR JENKINS: Good. Anymore
2 discussion?
3 - - -
4 (No response)
5 - - -
6 MAYOR JENKINS: Call the roll, please.
7 CLERK BLACKMON: Councilmember
8 Alexander?
9 COUNCILMEMBER ALEXANDER: Yes.
10 CLERK BLACKMON: Councilmember Bates?
11 COUNCILMEMBER BATES: Yes.
12 CLERK BLACKMON: Councilmember Fleming?
13 COUNCILMEMBER FLEMING: Yes.
14 CLERK BLACKMON: Councilmember Pittman?
15 COUNCILMEMBER PITTMAN: Yes.
16 CLERK BLACKMON: Councilmember Roche?
17 COUNCILMEMBER ROCHE: Yes.
18 CLERK BLACKMON: Councilmember
19 Spangler?
20 COUNCILMEMBER SPANGLER: Yes.
21 MAYOR JENKINS: Okay. Thank you,
22 Mr. Jones. Appreciate that.
23 Item number 4, I believe that's
24 Ms. Fleming.
25 COUNCILMEMBER FLEMING: Yes. I wanted

Page 14

1 to address Ordinance 5-40 which is Driveway
2 Limitations. Everyone's had this little packet
3 for a while.
4 Back in I believe it was 2005, the
5 ordinance was changed in that gravel would no
6 longer be acceptable as part of a driveway or as
7 a secondary driveway. And I believe the
8 ordinance indicated that it had to be within six
9 years, so that would make it 2011.
10 I know that I might be jumping it a
11 little bit, but I do believe ecology-wise it's
12 better to have porous surfaces such as brick or
13 gravel or some type of porous surface rather
14 than an impervious surface for driveways, and it
15 will cut down on heat. It's also better for,
16 like I said, the ecology, whereas the water is
17 going to be retained and be able to absorb into
18 the ground rather than having a wash-off
19 scenario and having problems with stormwater and
20 so forth.
21 So my proposal in Section 5-40 is
22 basically to delete at the words "such driveway
23 may extend" -- I believe all of you may have
24 that -- delete that area all the way down
25 through item number D. And that is part of the

Page 15

1 City Code, so it doesn't have to go to the
2 Planning Commission.
3 But when we get into Section 608, which
4 is Parking, Storage or Use of Major Recreational
5 Equipment, there's a lot of homes that do have
6 gravel driveways as secondary driveways for
7 their recreational equipment. I personally
8 don't see any harm in that. As a matter of
9 fact, we go back into there's less of a runoff
10 for rain and water and so forth.
11 So I would like to take that issue out
12 of the Zoning Code in regards to the driveway
13 has to be four-inch asphalt or four-inch
14 concrete. I think we see enough asphalt and
15 concrete in Doraville and I think we need to see
16 more green or more eco-friendly type parking and
17 driveways, and so that's what my proposal is.
18 COUNCILMEMBER SPANGLER: I have to
19 agree with Ms. Fleming because, you know, we did
20 pass the green ordinance, and this is something
21 that I really feel that we need to look at a lot
22 more closely. I think the stormwater manager
23 would agree also about the runoff with the
24 gravel driveway or the brick.
25 COUNCILMEMBER FLEMING: I think as far

Page 16

1 as existing driveways, we should allow the
2 gravel. If it's going to be new construction or
3 a primary driveway, I'd be concerned about that
4 and I'd like Mr. Haeberlin's opinion on new
5 construction, new construction for, for
6 instance, gravel, not necessarily porous surface
7 but gravel surface for new construction.
8 MR. HAEBERLIN: It's definitely
9 something that we need to review in more detail
10 because a lot of this is new technology.
11 I'll let you know that the section of
12 the driveway that's in the public right-of-way -
13 - and that's sometimes very deceptive because we
14 have lots of right-of-way but small roads --
15 would have to be concrete. And then of course
16 the area on the lot that you're talking about
17 could be a pervious surface, some sort of
18 alternative.
19 I've kind of looked at this in the
20 context of rewriting the residential districts
21 because right now you don't have any limitations
22 on impervious, and so we're going to have to set
23 some numbers for each residential district. And
24 that's probably something I'll probably look at
25 in bringing to you with the R-1 amendments is a

Page 17

1 realistic outlook on how much impervious we're
2 going to allow on each lot in the city of
3 Doraville that's residentially zoned.
4 So it's something that I know you're
5 adamant about. We've had a lot of customers
6 inquire about it. We're really going to have to
7 think this thing through within the context of
8 code enforcement as well and look at some
9 different scenarios. But we definitely are
10 going to need to run impervious amounts. We may
11 be really shocked by how much an impervious
12 ratio we may have to have just to allow the lots
13 in the city to continue to be buildable. So we
14 have a bunch of different factors that I will
15 look at for you.
16 On the Section 608, I have looked at
17 this previously as well. I had some concerns
18 similar to yours as well. This is something we
19 need to look at in terms of each residential
20 district because it's certainly not applicable
21 across every residential district. So we've got
22 some further study to do.
23 New construction would be an excellent
24 place for the implementation of pervious items
25 probably better than existing residential, but

Page 18

1 we'll look at both scenarios for you.
2 COUNCILMEMBER FLEMING: Thank you. I
3 appreciate that.
4 I just don't want to have our current
5 residents being forced to remove their gravel
6 driveways and have to put four-inch asphalt or
7 four-inch concrete down within the next couple
8 years, so that was my purpose for the 5-40. And
9 I'd like to just allow Mr. Haeberlin to continue
10 looking into using it as subsection on the
11 residential as he mentioned.
12 MAYOR JENKINS: You don't want to put
13 it to a vote? You want to let him bring it back
14 at another time for a vote?
15 COUNCILMEMBER FLEMING: I think that
16 would probably be fine because he is working
17 diligently on our Zoning Code, so that will be
18 fine. But I did want to address it, so thank
19 you.
20 MAYOR JENKINS: Very good.
21 Number 5.
22 COUNCILMEMBER ROCHE: This is me.
23 Number 5 is Employee Political Activity.
24 MR. ANDERSON: I signed up for that.
25 MAYOR JENKINS: Oh, excuse me.

Page 19

1 COUNCILMEMBER ROCHE: Oh. I'm sorry.
2 MAYOR JENKINS: Excuse me. I
3 apologize. Stuart Anderson, speak on that item.
4 I apologize.
5 MR. ANDERSON: You don't have to
6 apologize, Mr. Jenkins. Thank you.
7 Stuart Anderson.
8 Just want to hold up a picture of Tiger
9 Woods walking, and his fine Buick, in his fine
10 suit, in his fine driveway (indicating). I've
11 been carrying that around for awhile. Ever
12 since 2005 when this thing was passed, I've been
13 against the paving of the city.
14 In reference to Ms. Fleming, the four-
15 inch concrete everywhere is, I think, bad for
16 the environment.
17 Under 608, Parking Storage, the thing
18 that was added to 608 was, however, that such
19 equipment may not be parked anywhere on resi-
20 dential premises for a period of not to exceed
21 24 hours.
22 Quality of Life recently brought a -- I
23 think six months ago or a year ago, brought a
24 couldn't-see-it house trailer -- not house
25 trailer but --

Page 20

1 COUNCILMEMBER FLEMING: Motor home?
2 MR. ANDERSON: -- mobile home thing out
3 from the back yard of a neighbor of mine, and
4 now it's kind of an eyesore in the side yard.
5 Couldn't see it in the first place, and now it's
6 a pain in the neck for them.
7 Visible weeds shall not be allowed to
8 grow through such driveway. Once again, that's
9 in A. And C is treat, and visible grass and
10 weeds shall not be allowed to grow through . . .
11 Just means we have to poison the grass in the
12 gravel driveways and stuff to keep somebody's
13 visible appreciation.
14 Parking. Equipment shouldn't have to
15 be just left there for 24 hours. It should be
16 allowed to be beside the building and on
17 pervious surface, in my opinion.
18 And once again, reference to
19 Ms. Fleming, the 5-40 driveway limitations, you
20 should hopefully get rid of the must pave
21 everything. Thank you.
22 MAYOR JENKINS: Thank you.
23 Tom Hart?
24 MR. HART: I appreciate Ms. Fleming's
25 comments. As an owner of a brick driveway that

Page 21

1 I spent a lot of time putting in, and it seemed
2 to be -- when I went to this reception in
3 Buckhead the other day in Garden Hills, there
4 seems to be a lot of brick driveways which would
5 be illegal in Doraville. So we've set the
6 standard here pretty low compared to the rest of
7 the metro area in terms of quality construction.
8 You know, pea gravel driveways like Tiger Woods'
9 or brick driveways or more modern, you know,
10 other than four inches of concrete and four
11 inches of asphalt, limits the type of houses
12 that are going to be built in Doraville and the
13 type of people who want to buy houses here.
14 And as far as the concrete in the
15 right-of-way, we usually go with about eight
16 inches when you first enter the driveway and
17 then it tapers down to six and then four inches
18 of concrete, but that's just to come off the
19 street.
20 To have the first 20 feet of the drive-
21 way have to be concrete and transition into like
22 brick or environmental brick or something else
23 is a bit of a problem, too. There's no real
24 need for it other than somebody just wants it
25 that way.

Page 22

1 As far as grass growing through the
2 bricks, that's what grass does. It's a pervious
3 surface between the bricks, and that's where the
4 -- you know, the grass that's in your yard grows
5 into the bricks itself. But here you'll get a
6 ticket for it. It's not the fact that it's a
7 problem. It's just a problem in the city of
8 Doraville.
9 So I just think that the ordinances
10 here limit the population, it limits the
11 customers that want to buy and build homes here,
12 and I think it's for no other reason than
13 because of limited thought. Thank you.
14 COUNCILMEMBER FLEMING: Thank you.
15 MAYOR JENKINS: Item number 5?
16 COUNCILMEMBER ROCHE: Okay. That's me.
17 Employee Political Activity.
18 The current version of the employee
19 manual allows employees during like political
20 seasons or whatever, you can wear like a button,
21 but it has a word in it that says "partisan
22 button." I guess my concern is that we're going
23 to end up with a situation where, you know, you
24 come up here to pay your water bill or -- not
25 your water bill -- come up here to pay your

Page 23

1 sanitation bill and you're greeted by, you know,
2 a room full of employees all wearing "Vote for
3 Bob Roche" or something, you know.
4 And I just don't feel that that's
5 appropriate, and I want to find a way to see if
6 we can somehow limit that, because what it does
7 is it tends to politicize our -- further
8 politicize our employees. When you have
9 employees that are more interested and that
10 involve themselves in politics, you end up with
11 situations of, you know, what if their person
12 wins, what if they lose, et cetera, et cetera.
13 So that's the problem that I'm bringing to the
14 Council I'm looking for a solution to.
15 If nothing else -- I haven't heard
16 anything about bringing up the new version of
17 the employee manual, but if nothing else, I'd
18 would like to at least restore that word in
19 there so that -- It's one thing if you say, you
20 know, vote for a Democrat or Republican or a
21 bumper sticker out in the parking lot or
22 something like that, but I think it would be
23 very easy to get carried away with this.
24 And again I'm going to ask, you know,
25 the Council or Attorney Weed if he has any ideas

Page 24

1 as to how we could, if not limit it -- and I'm
2 not trying to shut down anyone's freedom of
3 speech or anything like that, but at least not
4 turn the city of Doraville into an extension of
5 someone's political campaign.
6 ATTORNEY WEED: A lot of these
7 questions are answered in part by the Hatch Act,
8 which is Federal law, and short of giving kind
9 of a laundry list of what you can and can't do,
10 I'm going to focus primarily right now on what
11 you can't do.
12 A local government employee cannot be a
13 candidate for public office in a partisan
14 election. They can't use their official
15 authority to influence for the purpose of
16 interfering or affecting the results of an
17 election or a nomination for office and they
18 cannot directly or indirectly coerce contri-
19 butions from subordinates in support of a
20 political party or candidate.
21 However, there's a lot of things that
22 folks can do. They can be a candidate in a
23 nonpartisan election. They can campaign for and
24 they can hold elective office in political clubs
25 or organizations. They can actively campaign

Page 25

1 for candidates for public office in partisan and
2 nonpartisan elections. They can contribute
3 money to political organizations and attend
4 political fundraising events and they can
5 participate in any activity that isn't otherwise
6 prohibited by Federal law or regulation.
7 So it's not an entirely crystal clear
8 answer to the Councilman's concern, but I think
9 the general rule of thumb would be is the
10 campaigning benign or active and does it
11 otherwise cause a disruption in the work place.
12 The government and any employer has got
13 a legal right to control the place of employment
14 so that safety is maintained, so that order is
15 maintained and so that the business conducted
16 there can be conducted in a legal method. So if
17 someone shows up in something that is completely
18 outrageous where the general reasonable man or
19 woman would be offended by it, then the employer
20 and even the government has a right to do
21 something about it.
22 If someone is simply wearing a campaign
23 button, particularly if it's in a nonpartisan
24 election, it's probably going to be allowed
25 underneath the person's free-speech rights.

Page 26

1 Where it gets a little dicey would be if there
2 were certain wording on the button that was
3 generally offensive -- it had some pornographic
4 imagery on it, it had some, you know, offensive
5 language that would otherwise be something you
6 could prosecute them underneath the fighting
7 words statute.
8 But outside of that, people have got
9 their free-speech rights, and I would be very
10 nervous about advising you to try to curb that.
11 We'd have to be really, really careful about how
12 we went about doing it.
13 COUNCILMEMBER FLEMING: With that said,
14 Mr. Weed, what would then prohibit them from
15 wearing any type of slogan button on their
16 person?
17 ATTORNEY WEED: Not much. I mean as
18 long as it wasn't -- if there were pornographic
19 imagery or some, you know -- even underneath the
20 person's free-speech rights, you could find some
21 highly controversial/pornographic/fighting-words
22 elements in a campaign button or otherwise that
23 would be offensive to, you know, a person of
24 just a reasonable -- applying the reasonable
25 community standard. So that can be controlled.

Page 27

1 But if it's a standard, you know, I-
2 Like-Ike button, you know, they probably could
3 do that.
4 COUNCILMEMBER SPANGLER: Did I under-
5 stand you correctly in saying that all the
6 employees of the City could participate in any
7 kind of rally or any kind of political meetings
8 or anything like that nature, make any kind of
9 donations on their employee time or City time?
10 ATTORNEY WEED: They can certainly do
11 it on their own time.
12 What they couldn't do on City time
13 would be let's assume that we have a regular
14 eight-hour day, and a regular administrative
15 employee has got a 15-minute break in the
16 morning and a 15-minute break in the afternoon
17 but ordinarily they are prohibited from using
18 the phone for personal calls. If you caught
19 them using the phone for personal calls, whether
20 it's for a political reason or for any other
21 reason, then you could do something about that
22 because they'd violated a reasonable work rule.
23 However, during their 15-minute break,
24 if they want to campaign, you know, for somebody
25 to all heck and back, they can essentially do

Page 28

1 that.
2 COUNCILMEMBER SPANGLER: So can they
3 use the City property and City phone or a City
4 computer?
5 ATTORNEY WEED: Generally, no. But it
6 isn't they can't do it not -- they can't do it
7 because they are campaigning. They can't do it
8 because it's personal use. That's a different
9 thing. But you're not combating the campaigning
10 and their free-speech rights. You're combating
11 the fact that they ought to be at work, doing
12 work, and that's okay.
13 COUNCILMEMBER SPANGLER: But even in
14 their 15-minute break.
15 ATTORNEY WEED: Well, during their 15-
16 minute break, if you allow personal use of the
17 phones during that time frame -- you know, if
18 you allow it for one thing, you've got to allow
19 it for everything. But if you don't allow it
20 for anything personal, then it doesn't matter if
21 it was political or not political, because you
22 are controlling the workplace, it's objective,
23 it's reasonable. It isn't singling out any
24 party or person. It is just saying that while
25 you're here, we expect you to be working and not

Page 29

1 making any type of phone call -- personal phone
2 call.
3 COUNCILMEMBER SPANGLER: So whether an
4 employee is on break or not, if they're sending
5 jokes through e-mail, is that allowed or is that
6 disallowed regardless of whether it has a sexual
7 --
8 ATTORNEY WEED: My understanding is, as
9 a general policy underneath your electronic
10 media policy, that's generally prohibited.
11 However, I will say this. If a person
12 is doing it -- you've got the legal right to
13 control your property, so you could pull
14 everybody's computer in the building and check
15 what they've been sending and what they've been
16 receiving. There's nothing they can do about
17 that. It's your property. And if you find out
18 they spend the entirety of their day looking at
19 and responding to joke messages from their
20 uncle, can you terminate them for that? My
21 opinion is yes, you can, or discipline them, and
22 maybe you should.
23 On the flip side, however, you know, if
24 somebody gets the joke of the day from their
25 uncle, most employers kind of turn a blind eye

Page 30

1 to that. That's just an ordinary, natural thing
2 that human beings do. You know, my secretary
3 sent me a couple of jokes, and I finally said,
4 "Look, you got to quit doing that," you know,
5 because I like to err on the side of caution.
6 But you know, some of these things you
7 can't have a black-and-white policy on as much
8 as you have to exercise some reason and common
9 sense. And there's a natural threshold where
10 you can ordinarily feel that the scale is
11 tipping one way or the other in my opinion, and
12 you know it when you see it.
13 COUNCILMEMBER ROCHE: I guess by
14 extension, I guess I can envision a situation
15 where a City employee may decide to wear, you
16 know, Vote-for-So-and-So-for-Mayor and then that
17 person loses. We're an employment-at-will
18 organization, and that person loses their job.
19 Would there be any --
20 ATTORNEY WEED: Entirely possible.
21 COUNCILMEMBER ROCHE: It's entirely
22 possible.
23 ATTORNEY WEED: There are lots of
24 deputy sheriff cases out there for counties --
25 COUNCILMEMBER ROCHE: Right, I

Page 31

1 remember.
2 ATTORNEY WEED: -- where the chief
3 deputy has run against the sheriff, and the
4 sheriff sure doesn't keep them on, and that's
5 been litigated and defended a dozen times. You
6 know, to the victor goes the spoils.
7 With regard to city governments, I
8 certainly wouldn't recommend that, you know, I,
9 you know, want Joe Smith for Mayor -- and I hope
10 there's not a Joe Smith out in the audience that
11 I'm offending. But if someone's wearing that
12 button, and that person doesn't win, I mean I
13 would never advise you to fire that person
14 because they were voting for Joe Smith. Hope-
15 fully, there would be some other adequate reason
16 for firing them, or if you're truly at-will, you
17 just let him go because you let him go.
18 COUNCILMEMBER FLEMING: But by allowing
19 -- by the City of Doraville putting that comment
20 in that book at all -- I mean if it were not
21 there, this wouldn't be an issue. Because
22 allowing buttons for nonpartisan or partisan
23 activity then opens up for other I-Support-
24 Whatever on their buttons, and I can see a
25 myriad of things that --

Page 32

1 ATTORNEY WEED: Well --
2 COUNCILMEMBER FLEMING: -- could be
3 going on. And if we just eliminated that
4 section of the personnel manual stating that
5 we're going to let you put on buttons, then we
6 wouldn't be going through this issue right now.
7 ATTORNEY WEED: Well, yes and no. If
8 it's not in there, that doesn't mean that the
9 Hatch Act wouldn't still apply to them. So they
10 could still show up with a button, you know,
11 either way whether it was in the policy or not.
12 The policies are really there to try to
13 kind of help govern behavior but only to the
14 extent that the work gets done. You know, you
15 want to cover a safe environment, you want to
16 cover people showing up for work; what happens
17 to them when they don't show up for work; if
18 they come to work, you want them to be working;
19 and that you don't want their personal lives to
20 bleed over into the work environment in such a
21 way that they aren't really getting the job
22 done.
23 But the Hatch Act is still going to be
24 out there whether we've got a local policy or
25 not. Do we have to have a local policy? My

Page 33

1 opinion would be no, we could leave it
2 completely blank, but the Hatch Act would still
3 be out there and would still apply.
4 MAYOR JENKINS: Have we ever run into
5 that?
6 COUNCILMEMBER ROCHE: Well, I don't
7 know.
8 COUNCILMEMBER SPANGLER: I don't think
9 in the past --
10 MAYOR JENKINS: We never have. I don't
11 think any --
12 COUNCILMEMBER SPANGLER: -- employees
13 of the City have been allowed to wear buttons or
14 express any kind of opinions in the elections.
15 ATTORNEY WEED: And I would still hope
16 that common sense would prevail. I mean there
17 is a certain element of you hope that people,
18 you know, don't behave foolishly. And you know,
19 if someone puts themselves out there and they --
20 you know, they put themselves out there, there's
21 always some element of risk because even though
22 no one may ever say that the reason for the
23 termination is XYZ, particularly in that one
24 environment where you don't even have to give a
25 reason, you know, the individual employee

Page 34

1 certainly has to use their common sense and just
2 try to govern their behavior appropriately.
3 COUNCILMEMBER ROCHE: So is the current
4 version of the employee manual that says you're
5 allowed to wear a partisan button -- which I
6 assume means, you know, vote Republican or vote
7 Democrat or whatever -- that's legal, then?
8 Because when it says partisan, I mean we're all
9 nonpartisan races here, so you could interpret
10 that as saying that you couldn't wear a button
11 for a nonpartisan race, which is what we have
12 here.
13 ATTORNEY WEED: I think it allows you
14 to do both. Well, the Hatch Act allows you to
15 do both whether it's partisan or nonpartisan.
16 What it doesn't allow you to do would
17 be if you yourself are running in a partisan
18 race, you can't wear your own button, which is
19 kind of interesting. But with regard to
20 somebody else's button, Hatch Act says it's
21 okay, in my opinion.
22 COUNCILMEMBER ROCHE: At first I was
23 somewhat confused. Now I'm really confused.
24 ATTORNEY WEED: I agree with you it's
25 not a good idea but --

Page 35

1 COUNCILMEMBER ROCHE: Yeah. Well --
2 ATTORNEY WEED: But it doesn't mean
3 that they can't do it, though.
4 COUNCILMEMBER ROCHE: I just noticed
5 that there is a modification that we're looking
6 at for the new employee manual, and I just
7 wanted to make sure everybody was very clear
8 about that.
9 The second -- sorry. That was all I
10 had.
11 COUNCILMEMBER FLEMING: Was there
12 anybody signed up for that one?
13 MAYOR JENKINS: Go ahead.
14 COUNCILMEMBER ROCHE: Number 6, Open
15 Meetings, Emails, Attorney-Client Privilege.
16 I've been a little bit concerned about that.
17 One of the first things I learned about
18 being a city councilman, you go to these
19 training classes or whatever, and they said,
20 "Everyone has to work together. You're just not
21 allowed to talk to each other." We have Open
22 Meetings laws that basically makes sure that
23 City Council or some group of the City Council
24 or whatever don't go behind closed doors and
25 deliberate and make decisions and just come out

Page 36

1 and say, "Ta da, this is what's going on."
2 There are a couple of exceptions.
3 There's also an exception called attorney/client
4 privilege. And I had a long discussion with a
5 citizen about this, actually, who could not make
6 it tonight. But I've done a little bit of
7 research, and I'm far from an expert on this.
8 I'm concerned about it enough to where I put in
9 a call to the attorney general for Georgia and
10 I'm going to get some answers from them.
11 First of all, I'll say that any e-mail
12 I've sent to anyone on the Council or to the
13 Council at large or to City Hall or whatever, I
14 have nothing to hide. As far as I'm concerned,
15 they can be quite available.
16 What we do know, though, is if I want
17 to send an e-mail to someone else on the Council
18 or within the City, it would end up on the City
19 servers. And if I don't want them available for
20 Open Records, all I have to do is to copy the
21 City Attorney and it magically becomes protected
22 under client/attorney privilege. I could say,
23 "Today's a nice day." As long as I copy the
24 City Attorney, basically, if you submit an Open
25 Records request, you can't get to it.

Page 37

1 The other thing that happens,
2 occasionally the Council would get into these
3 e-mail discussions, and because the City
4 Attorney is copied on it, magically -- voila --
5 not available for Open Records.
6 I feel very uncomfortable about that,
7 I've always felt very uncomfortable about that,
8 and I've gotten to where I just don't do it
9 anymore.
10 We passed an ordinance recently about
11 being able to delete e-mails. And again, I
12 believe very strongly in the concept of open
13 government. I think the more we find out about
14 what's going on in government, well, what is it
15 they say? Sunshine's a great disinfectant.
16 So anyway, I wanted to bring this up.
17 I feel like we -- I don't know if we fix this
18 with an ordinance or maybe get some clarifi-
19 cation or whatever, because apparently right now
20 we're working on the opinion of our City
21 Attorney, and that's fine. But I'm told that
22 there are other opinions out there. And if
23 nothing else, I'd like to at least get a
24 different opinion or a second opinion or a third
25 opinion on this.

Page 38

1 MAYOR JENKINS: I've always wondered
2 why preferably you always referred on your
3 e-mails to the City Attorney.
4 COUNCILMEMBER ROCHE: Well, I also put
5 on the bottom that just because I copied the
6 City Attorney doesn't mean I'm claiming client/
7 attorney privilege.
8 MAYOR JENKINS: Well, I mean why do you
9 do it?
10 COUNCILMEMBER ROCHE: Well, sometimes
11 it has something to do with the City Attorney.
12 MAYOR JENKINS: But not always.
13 COUNCILMEMBER ROCHE: Sometimes,
14 though, the attorney --
15 MAYOR JENKINS: But not always. You do
16 it whether it has anything to do with that or
17 not; is that correct?
18 COUNCILMEMBER ROCHE: No, it's not
19 correct. Several times I don't include the City
20 Attorney for that specific reason.
21 MAYOR JENKINS: I'm not arguing with
22 you. I'm just --
23 COUNCILMEMBER ROCHE: Yeah.
24 MAYOR JENKINS: -- saying that most of
25 them, that I notice you do refer to the attorney.

Page 39

1 COUNCILMEMBER ROCHE: Sometimes,
2 sometimes not. Depends on the e-mail.
3 MAYOR JENKINS: Okay.
4 COUNCILMEMBER ROCHE: Because again, I
5 personally have nothing to hide. As far as I'm
6 concerned, any e-mail that I've sent that's on
7 the City server right now that went to the
8 Mayor, Council at large, City employees or
9 whatever, that's fine with me.
10 MAYOR JENKINS: Bob, did anybody accuse
11 you of trying to hide anything?
12 COUNCILMEMBER ROCHE: No, of course
13 not. That's not the issue.
14 MAYOR JENKINS: Well, what is the
15 issue?
16 COUNCILMEMBER ROCHE: The issue is that
17 people come here and they file Open Records
18 requests and they're told no, you can't have
19 these records because they're subject to client/
20 attorney privilege.
21 MAYOR JENKINS: Okay, Murray, time for
22 you to say something. I can't answer that.
23 ATTORNEY WEED: Let me try to answer
24 the question this way. I'm going to make a very
25 short speech.

Page 40

1 I've sworn three oaths to defend the
2 Constitution of the United States -- when I
3 became a lawyer, when I joined the army, and
4 when I graduated from the police academy. I
5 cannot be bought because there's not enough
6 money to buy the island I'd need to be bought.
7 I don't have to lie, and I can always get
8 another job. As long as I'm a member of the Bar
9 of the state of Georgia, I'll find something
10 else to do with my life.
11 Now, with that context and since I have
12 no motivation to do anything but help my client,
13 I think the answer really comes into the
14 question of who is my client. The client is the
15 City of Doraville.
16 Who is the City of Doraville? The
17 Council is the living physical embodiment of the
18 City of Doraville, but it isn't even all of the
19 Council. It is sometimes, but, at a minimum,
20 it's four of you at any given moment -- a
21 majority. You are the living embodiment of the
22 City of Doraville. And no offense to the
23 citizenry, but the citizenry is not the living
24 embodiment of the City. In a democracy of the
25 type we have, it isn't a one-for-one democracy;

Page 41

1 it's a representative democracy. Good, bad or
2 indifferent, they voted for the Council and
3 you're it, and at any given time, any four of
4 you are it.
5 Bear in mind the lawyer doesn't control
6 the privilege. At any moment, four of you could
7 agree to waive the privilege, and anything I've
8 ever sent you, anything you've ever sent me is
9 waived. The privilege is waived. You could do
10 it right tonight, and anything you wanted to
11 could go out into the public. I would never
12 encourage you to do that, and no decent lawyer
13 on the planet would ever encourage you to do
14 that.
15 The real question is why do you even
16 have an attorney-client privilege. And it's the
17 same reason that, you know, you have a priest-
18 penitent privilege or a doctor-patient privilege
19 or a psychiatrist/psychologist-patient
20 privilege. You have to have someone you can
21 talk to when things are as bad as they can ever
22 be, to try to get a light at the end of the
23 tunnel and have some objective, rational advice
24 when everything hits the fan and maybe you don't
25 want the entire world to know about it or at

Page 42

1 least not yet. And the entire concept of the
2 Constitution and the jurisprudence of the United
3 States of America, which is based before that on
4 English jurisprudence and the Magna Carta, has
5 recognized the privilege for hundreds of years.
6 Hundreds of years. Why? Because it works.
7 I will not be at all offended and I
8 will always stand by my advice. And if my
9 advice, you know, is not perfect, it's not
10 perfect. Lots of attorneys have got different
11 opinions.
12 All I can promise you is that I will do
13 the best I can to be right, and I'm right about
14 90 percent of the time because I bother to look
15 up the law. That's why. Not that I'm
16 brilliant, but I'm going to do the research on
17 it. I can promise you that.
18 So with that, you know, if it is
19 offensive to any individual, I have every
20 respect for your conscientiousness. You can
21 cease communicating with each other by e-mail.
22 You could leave me out of it and never CC
23 anything to me. But most of the time when you
24 CC me, at least one of you wants me to weigh in
25 on it from the legal aspect or you wouldn't have

Page 43

1 involved me to begin with.
2 But I'm perfectly content not to be
3 CC'ed on any of your communications. I would
4 prefer you not do that, because sooner or later
5 something's going to happen that I wish I would
6 have known about and that maybe I could have
7 helped you in the legal sense beforehand. But
8 that's a Council decision, not a lawyer
9 decision.
10 So that's pretty much all I've got to
11 say about it. I love working for you. You hold
12 the privilege. If you want to vote to waive it
13 tonight, waive it. It has nothing to do with
14 me.
15 COUNCILMEMBER ROCHE: Again, I just
16 want to make clear that, you know, I have
17 different opinions than other people in my line
18 of work too. It's not necessarily a complaint
19 against the City Attorney.
20 ATTORNEY WEED: Oh, I didn't take it as
21 such.
22 COUNCILMEMBER ROCHE: Good.
23 ATTORNEY WEED: Not at all.
24 COUNCILMEMBER SPANGLER: In a sense,
25 though, I agree with Mr. Roche, Mr. Weed. It

Page 44

1 does seem like that in doing this the way that
2 it's being done with the attorney/client
3 privilege, that we are keeping information from
4 our clients, which are the residents, on some
5 issues.
6 ATTORNEY WEED: Mr. Spangler, all I can
7 tell you is you can all agree not to CC me on
8 anything. That would resolve that issue as far
9 as electronic communications.
10 COUNCILMEMBER ROCHE: Well, right now,
11 the default stance is that any time we CC you,
12 then it's automatically everything having to do
13 with that is client/attorney privilege.
14 Could we make the default the other way
15 around, that if four people for some reason felt
16 like, you know, if we're talking about the draft
17 of the garden ordinance, that, you know, it's
18 not going to be client/attorney privilege?
19 ATTORNEY WEED: Well, the difficulty is
20 the way the Open Meetings Act laws are currently
21 formed, they very, very specifically do not
22 eliminate the attorney/client privilege. In
23 fact they have left it in there very
24 purposefully. It's 50-14-2, 50-18-72(e),
25 50-18-72(e)(2).

Page 45

1 I am a little reticent to try to create
2 a local policy on our own that would vary from
3 the standard rules about attorney-client
4 privilege. I'm a little hesitant to do that.
5 Can we explore that? Sure. At any
6 moment, if there's a controversial issue that
7 you want to go public, bring it up on an agenda,
8 vote to have a meeting, then four of you can
9 elect to turn everything over to the public at
10 that time. You can always do that. You can do
11 that right now. That's the ultimate solution.
12 Or not CC me in on things. That works, too. Or
13 have a gentlemen-and ladies agreement not to
14 communicate with each other by e-mail.
15 COUNCILMEMBER FLEMING: Well, one of
16 the questions that I have sort of in regards to
17 this is the ordinances that we're working on
18 that you're sending us drafts on, these do
19 involve us as making decisions. But to get
20 feedback also from our constituents, you know, I
21 never even thought that it was attorney/client
22 privilege, personally, because some of the
23 residents would like to know about the
24 ordinances so that they can form an opinion.
25 And of course when they come here and see it as

Page 46

1 an agenda item, they don't have a clue what the
2 ordinance reads, to be able to give an opinion.
3 So are the ordinances considered
4 attorney/client privileges as well?
5 ATTORNEY WEED: I'm going to give you a
6 lawyerly answer: It depends.
7 And the reason why it depends is when
8 I'm drafting the document, it's clearly
9 attorney/client work product. It's on my desk.
10 No one from the public's got the right to come
11 in our office and take it from me. You know,
12 they would rue the day if they tried.
13 When it's sent out into the world, I
14 think it's out there for public consumption and
15 comment. But here's the caveat to that: When
16 it's sent to the Council, the privilege probably
17 still applies. When it's put on an agenda, I
18 don't think the privilege necessarily applies
19 anymore at that point. It's on a public agenda.
20 And the way that the Code is written,
21 we have a two-reading rule. So if it's on an
22 agenda for first reading, that's the opportunity
23 for the public to read it, make comments about
24 it, because, you know, unless you waive first
25 reading, it shouldn't be passed until the next

Page 47

1 agenda. And that's the appropriate time for
2 them to read it and comment on it. They've got
3 time between then and the next agenda. So that
4 system is built into the plumbing right now
5 already.
6 COUNCILMEMBER FLEMING: Thank you.
7 COUNCILMEMBER ROCHE: Is there any
8 reason why we couldn't put the draft ordinance
9 on the Web site at the same time that we get our
10 packets? That would be like a couple days
11 before the meeting.
12 ATTORNEY WEED: Councilman, you know,
13 my attitude about that is that's fine with me.
14 I'm perfectly content with that. Always have
15 been.
16 COUNCILMEMBER ROCHE: I mean can we do
17 that? Because again, people come and they don't
18 now what -- and as Councilwoman Fleming said,
19 you know, how can you comment on something when
20 you have no idea what it says? And it's not
21 like we stand here and pass out copies at the
22 beginning of the meeting, either.
23 ATTORNEY WEED: And I'm not trying to
24 throw my colleague under the bus, but, you know,
25 I know that Rhonda does packets for the Council.

Page 48

1 And I don't think she should have to make a
2 packet for every individual in the city. I
3 don't think that's appropriate. But you know,
4 the documents, obviously if they're sent to her
5 for the packet, the ones that aren't otherwise,
6 you know, Executive-Session items, you know,
7 they're generally out in the public domain at
8 that point in my opinion. It's on the agenda.
9 COUNCILMEMBER ROCHE: As far as I'm
10 concerned, the whole packet should just be on
11 the Web site --
12 ATTORNEY WEED: Well, I --
13 COUNCILMEMBER ROCHE: -- except for,
14 like you said, if there's something for
15 Executive Session or a personnel issue --
16 ATTORNEY WEED: As your lawyer --
17 COUNCILMEMBER ROCHE: -- or pending
18 litigation.
19 ATTORNEY WEED: -- I think that's a
20 great idea, and many communities do that. I
21 have absolutely no objection to that whatsoever,
22 never have.
23 COUNCILMEMBER BATES: Mr. Howe, how
24 quickly or easily would we be able to -- because
25 I actually agree with Mr. Roche on this. How

Page 49

1 easy would it be to scan the packets and get
2 them up on the Web site on the Friday before a
3 Council meeting?
4 MR. HOWE: Very easy.
5 COUNCILMEMBER BATES: Mr. Roche, I'd be
6 in favor of seconding a motion to do that if
7 you'd be so inclined.
8 COUNCILMEMBER ROCHE: I make a motion
9 that we take whatever we can out of the packet
10 and put them on the Web site either the Thursday
11 or the Friday before the Monday meeting.
12 COUNCILMEMBER BATES: And I'll second
13 that.
14 COUNCILMEMBER ROCHE: Except of course
15 anything that's, you know, pending litigation,
16 the exceptions.
17 CLERK BLACKMON: I just want to note
18 that the packets, I don't usually have all the
19 information till late on Friday, so that may not
20 be possible till late Friday night/Saturday
21 morning.
22 COUNCILMEMBER SPANGLER: Well, you can
23 give the information you have available up until
24 that time. You can go ahead and put that on --
25 COUNCILMEMBER FLEMING: And just make a

Page 50

1 comment --
2 COUNCILMEMBER SPANGLER: -- and then
3 when you get the other information --
4 COUNCILMEMBER FLEMING: -- on the
5 agenda, items not available at time of --
6 COUNCILMEMBER BATES: Posting.
7 COUNCILMEMBER FLEMING: -- posting.
8 COUNCILMEMBER ROCHE: Yeah.
9 Because if we get them out there -- I
10 mean frankly, if we can get them on the Web
11 site, you don't even have to give me this
12 (indicating) anymore because I can look it up
13 here just as easily as looking on a piece of
14 paper.
15 Anyway, that's my motion.
16 MAYOR JENKINS: Anymore discussion?
17 - - -
18 (No response)
19 - - -
20 MAYOR JENKINS: Call the roll, please.
21 CLERK BLACKMON: Councilmember
22 Alexander?
23 COUNCILMEMBER ALEXANDER: Yes.
24 CLERK BLACKMON: Councilmember Bates?
25 COUNCILMEMBER BATES: Yes.

Page 51

1 CLERK BLACKMON: Councilmember Fleming?
2 COUNCILMEMBER FLEMING: Yes.
3 CLERK BLACKMON: Councilmember Pittman?
4 COUNCILMEMBER PITTMAN: Yes.
5 CLERK BLACKMON: Councilmember Roche?
6 COUNCILMEMBER ROCHE: Yes.
7 CLERK BLACKMON: Councilmember
8 Spangler?
9 COUNCILMEMBER SPANGLER: Yes.
10 COUNCILMEMBER ROCHE: And I think for
11 the moment we'll just leave it there, and that's
12 progress. So thank you.
13 MAYOR JENKINS: Tom, did you want to
14 comment on it?
15 COUNCILMEMBER ROCHE: Oh, sorry.
16 MAYOR JENKINS: That's all right.
17 MR. HART: It's almost like a subject
18 for a John Gresham novel called Parallel
19 Governments. We run one on the internet and one
20 in public, and then people say, gee, I don't
21 know what's going on at City Hall. That's
22 because it's all on the Internet. It's
23 attorney/client privilege. To get any infor-
24 mation about this government, you have to pierce
25 that veil, the secrecy code they have.

Page 52

1 That didn't happen when we had Rick
2 Powell as the attorney for the City. We could
3 get virtually any document. You had to pay for
4 it. You could ask the Police Department for
5 copies of records and you would get them, but
6 all that's stopped now.
7 COUNCILMEMBER SPANGLER: Now, you say
8 you had to pay for it. Don't you mean the
9 citizens had to pay for it but the Council never
10 did have to pay for any documents?
11 MR. HART: Exactly.
12 But now we've gone onto this thing
13 where we can't tell you about that, we can't
14 give you a copy of what happened. You ask the
15 Clerk, and she can't tell you. Everything's a
16 big, big, bad secret now because it's attorney-
17 client privilege. That means virtually
18 everything's a source of litigation?
19 I'm a little confused here. It
20 certainly has been a problem when we're doing
21 this -- some activities I'm involved in, trying
22 to get the information. You can see it. You
23 know it's there. You can see copies of it. You
24 just can't talk about it.
25 So it's one of those things that it

Page 53

1 turns into a big balloon and it starts blowing
2 up and then it explodes and people get upset
3 about it. And they get upset about it because
4 their government is not being truthful to the
5 people that live here. And so you can hide it
6 all you want to and play all the games you want
7 to, and eventually there's a problem.
8 And the problem always comes in a
9 strange way, and it has to do with the money
10 being kept at the Police Department. You know,
11 that should be open. There should be a check-
12 book at City Hall, should be open to the
13 citizens to take a look at it. They should know
14 what's going on in the government. They should
15 know how much their parks cost to rebuild these
16 parks. They should know what the costs are for
17 running this government, what it costs to run
18 the jail over here. Those are things the
19 citizens here need to know, but they can't
20 because you got this wall of secrecy.
21 MAYOR JENKINS: Not true, Tom.
22 MR. HART: You could --
23 MAYOR JENKINS: Are you through?
24 MR. HART: Yes.
25 MAYOR JENKINS: Number 7, Murray?

Page 54

1 ATTORNEY WEED: Yes, Mr. Mayor, Members
2 of the Council. Item number 7 is the Johns
3 Creek jail contract. This is, I think, the
4 fourth or fifth time that it's appeared on the
5 agenda before you. This matter actually comes
6 from 2008.
7 The draft contract which you have
8 before you is essentially the same version of
9 the contract that was adopted in Sandy Springs.
10 The only remaining concern I have deals with the
11 indemnification paragraph.
12 The lawyers for Sandy Springs are the
13 same lawyers who represent the City of Johns
14 Creek, and essentially they've put forward the
15 same agreement. They actually had their Council
16 in Johns Creek adopt this agreement. They
17 adopted it around about 3/3/09.
18 And what I'm concerned about, the
19 remaining concern that I have, as I said, is the
20 indemnification part of the agreement. In the
21 draft agreement, there's a mutual
22 indemnification clause that essentially says the
23 two governments will hold each other harmless,
24 they will not sue each other if anything bad
25 happens, and ordinarily I'm okay with that

Page 55

1 language. However, this is a situation where
2 we're actually providing a service to another
3 government. We're acting in a service-rendering
4 capacity where we've got something they want,
5 and we're essentially selling it to them. It
6 isn't like a mutual-aid agreement or some other
7 joint, you know, if-there-is-a-problem-we'll-
8 mutually-help-one-another type of agreement.
9 The same issue came up with the Sandy
10 Springs contracts; however, we were able to
11 resolve it in that case because both entities
12 were GIRMA-insured governments. Therefore, I
13 essentially became convinced after much debate
14 that because both entities were covered by GIRMA
15 insurance, it would be sort of like the left
16 hand watching what the right hand was doing and
17 therefore we could live with the indemnification
18 clause the way it was.
19 By the way, there is a case out there
20 involving a railroad and there's a
21 constitutional provision that deals with state
22 government that essentially says the State
23 cannot indemnify anybody, and the CSX case
24 indicates to me that local governments probably
25 can't indemnity anyone either underneath the

Page 56

1 same theory of the constitution.
2 So I think the clause is essentially
3 meaningless, and what I proposed to my
4 compatriots in Johns Creek was the same thing I
5 proposed in Sandy Springs with some sort of
6 letter of credit and/or bond or something of
7 that nature that would essentially cover us for
8 our risk.
9 During the same time frame, I had done
10 some research. I talked to GIRMA at length, and
11 they referred me to one of their risk managers
12 who wasn't able to give me a good answer, but we
13 essentially came to the question of what would
14 be the right amount underneath the contract to
15 charge to cover all of the attendant risk, which
16 is the natural question. My response from GIRMA
17 was, "Well, Murray, that's a very good question.
18 We don't really know what the figure would be,"
19 but they essentially indicated perhaps maybe
20 $2.00, you know, per prisoner more would cover
21 the associated risk.
22 So where we left this before Chief King
23 left to go in-country, we had essentially
24 decided that he would do some further research
25 with regard to risk, with regard to whether we

Page 57

1 frankly needed this contract. We have a jail
2 facility, and the jail facility needs to have
3 prisoners in it to make the jail facility
4 viable. And that's pretty much where we left it
5 with regard to any further information that was
6 needed. It wasn't really legal information. It
7 now came down to practical information about was
8 the contract worth any risks that were attendant
9 to it.
10 So that's a pretty good synopsis of
11 where we are with the contract and the questions
12 that you all certainly have to resolve.
13 COUNCILMEMBER SPANGLER: How much money
14 are we actually making on this? What is our
15 bottom-line profit?
16 I understand that we're going in the
17 hole housing these prisoners.
18 ATTORNEY WEED: As your lawyer, I do
19 not know. I would turn it over to the Acting
20 Chief to answer those type of questions.
21 COUNCILMEMBER SPANGLER: We've never
22 gotten a concrete -- true concrete answer on
23 that. We've asked for information numerous
24 times, and we've never really fully received
25 anything in writing, any proof other than a

Page 58

1 verbal.
2 CHIEF ATKINSON: I can give you the
3 figures that Captain Brinkley provided me that
4 we have collected -- or that we have billed out.
5 We haven't collected all of them yet because
6 they weren't billed properly to the agencies.
7 But I can give you the figures on what we should
8 have for 2008 --
9 COUNCILMEMBER SPANGLER: Well, I'm not
10 talking about --
11 CHIEF ATKINSON: -- and up to January,
12 February and March.
13 COUNCILMEMBER SPANGLER: I'm not
14 talking about total dollars we've taken in from
15 Johns Creek or Sandy Springs.
16 What is the cost of housing one
17 prisoner per day in our facility?
18 CHIEF ATKINSON: Sir, I can't give you
19 a hard figure because there's too many variables
20 that I don't have access to to be able to figure
21 that up.
22 We've contacted Carl Vinson Institute
23 and they sent us back a formula that takes
24 operating costs divided by bed days divided by
25 365. Operating costs deal with indirect costs

Page 59

1 that we won't have -- we don't know, such as,
2 you know, medical costs. Meals, we know what
3 meals are because the meals have gone down from
4 what they were. GL Health Foods has decreased
5 the meal cost. But as far as a hard-line
6 figure, I can't give it to you because it has
7 figures that I don't know what they are.
8 COUNCILMEMBER SPANGLER: So what I'm
9 saying is if we approve this contract tonight --
10 And I think it was what? Fifty? What
11 was it, Mr. Weed? How many dollars --
12 COUNCILMEMBER FLEMING: $50.
13 COUNCILMEMBER SPANGLER: -- were they
14 giving us? How many?
15 COUNCILMEMBER FLEMING: $50.
16 COUNCILMEMBER SPANGLER: $50 per --
17 ATTORNEY WEED: Per prisoner.
18 COUNCILMEMBER SPANGLER: -- per
19 prisoner. And if it's costing us $60 per
20 prisoner to retain them in our facility, then --
21 COUNCILMEMBER FLEMING: But that's a
22 per-day figure. That is a per-day figure.
23 COUNCILMEMBER SPANGLER: Well, if it's
24 costing us $60 per day to house that person in
25 our facility, then we're losing $10 per day per

Page 60

1 prisoner or whatever you want to call it.
2 So we have no way of knowing whether
3 we're breaking even, whether we're making money
4 or it's an expense.
5 CHIEF ATKINSON: Sir, I don't have a
6 figure.
7 MAYOR JENKINS: How about Sandy
8 Springs? Have you got any figure on Sandy
9 Springs?
10 CHIEF ATKINSON: I know how much money
11 we've collected.
12 COUNCILMEMBER SPANGLER: It's not a
13 matter of what you've collected. It's a matter
14 of what it costs per prisoner per day, and
15 that's what we've got to go by.
16 I'm not putting you on the spot,
17 Mr. Atkinson. This is information we asked
18 about before you were in the position you're in
19 now, and we've never got a true figure of what
20 it costs per day per prisoner to house them in
21 our facility.
22 So if we vote on this tonight for $50 a
23 person, we may be going in the hole $10 a
24 person.
25 COUNCILMEMBER BATES: Captain, let me

Page 61

1 ask you this question.
2 Have we had a need to increase any of
3 our staff as a result of either the Sandy
4 Springs or the Johns Creek contracts?
5 CHIEF ATKINSON: No. We have the same.
6 COUNCILMEMBER BATES: So therefore,
7 it's going to cost us the same to operate the
8 jail whether we've got no Sandy Springs, no
9 Johns Creek prisoners or whether we have 30 of
10 each.
11 CHIEF ATKINSON: Correct.
12 COUNCILMEMBER SPANGLER: Okay. Can I
13 have something in writing stating that? I want
14 to see some figures, because from what I can
15 understand, we are having to pay overtime for
16 these prisoners.
17 CHIEF ATKINSON: Sir, I'm not sure who
18 told you that information but we haven't paid
19 overtime in months.
20 MAYOR JENKINS: Police Department had
21 no overtime --
22 COUNCILMEMBER SPANGLER: No overtime at
23 all throughout the whole Police Department, jail
24 or 911 or --
25 CHIEF ATKINSON: Only for metal

Page 62

1 detector.
2 COUNCILMEMBER SPANGLER: Only for the
3 metal detector?
4 MAYOR JENKINS: In City Hall.
5 CHIEF ATKINSON: Metal detector duties
6 here and the courthouse.
7 COUNCILMEMBER PITTMAN: Courthouse.
8 CHIEF ATKINSON: Overtime's been cut
9 out, sir.
10 COUNCILMEMBER ROCHE: Well, back on
11 March 16th, there was an article about Atlanta,
12 because they do essentially the same thing. And
13 they had some people come in and do an audit,
14 and what they discovered was I think Atlanta
15 charges $68 per day. That's a full day. And
16 they were finding out that it was costing them
17 $88 per day, so they're actually losing $20 per
18 day per prisoner.
19 I'm very concerned about the same
20 things that Councilman Spangler is, but we don't
21 have any hard figures. We don't know actually
22 what it costs. Plus when we talk about $50 a
23 day, we're not necessarily talking about $50 a
24 day because it's broken up into four-hour
25 segments, I guess, at $8.33.

Page 63

1 So very easily Johns Creek could bring
2 someone over there. We in-process them, we feed
3 them, we do the fingerprints. Maybe they get
4 sick and they need a ride to the hospital which
5 means we have to pull a policeman off of patrol
6 to do that, because that's what the contract
7 says we're going to do, and then drop them at
8 the hospital or go to the hospital and wait till
9 Johns Creek shows up to provide security. We
10 bring them all back, we do all this processing,
11 and then of course we have to do the processing
12 surrounding billing, et cetera, et cetera, and
13 for this we receive $8.33.
14 There's no way in the world I think
15 that we could be making any kind of money off of
16 $8.33. And to me, the kicker is that when they
17 bond out eventually, I believe according to the
18 contract, we provide like a drop safe or
19 whatever. So if they somehow bond out or they
20 got a phone call or whatever, Johns Creek
21 doesn't come pick them up and take them back to
22 Johns Creek. They basically come out our front
23 door here.
24 Isn't that the case?
25 CHIEF ATKINSON: Yeah. That's if they

Page 64

1 go to court. If they bond out, then they get
2 released here.
3 COUNCILMEMBER ROCHE: Right. So
4 basically we're transferring the prisoners to
5 here, we hold them for four hours, we get $8.33
6 and we turn them loose right in the middle of
7 Doraville.
8 I'm sorry. I just -- until someone can
9 show where we're making any kind of real money
10 off of this thing, I can't see how we could
11 responsibly vote for it.
12 COUNCILMEMBER ALEXANDER: I have a
13 couple questions. One of the things that
14 concerns me is Mayor Bodker signed this
15 agreement on February 23rd. I have concerns
16 that we have a municipality that is under the
17 impression they have a valid agreement with us,
18 and if we don't approve it, all of a sudden two
19 months later we're thumbing our nose at them.
20 Furthermore, it's my understanding --
21 City Hall sent us an e-mail on March the 20th
22 that we have two additional -- I believe this is
23 correct -- two additional contracts with Johns
24 Creek that generate $2800 a month income. It
25 looks like two different contracts. One says a

Page 65

1 warrant contract from the police department, and
2 I believe the other one's a warrant contract
3 from the court?
4 CHIEF ATKINSON: The courts.
5 COUNCILMEMBER ALEXANDER: So that's two
6 separate ones.
7 And we're billing them a flat fee per
8 month no matter what activity?
9 CHIEF ATKINSON: We have not started
10 the court one.
11 COUNCILMEMBER ALEXANDER: But you have
12 the police department --
13 CHIEF ATKINSON: I believe, yes.
14 COUNCILMEMBER ALEXANDER: -- the police
15 one, because he's got the number of warrants
16 here.
17 CHIEF ATKINSON: Yes.
18 COUNCILMEMBER ALEXANDER: So if it's
19 one warrant, we get $1400 for that one entry
20 because it's based on a flat monthly fee.
21 CHIEF ATKINSON: That's what I'm --
22 that's my -- that's what I take of it.
23 COUNCILMEMBER ALEXANDER: I do have
24 concerns, and I've mentioned this to you
25 previously and the Chief, I don't think it would

Page 66

1 be that difficult to come up with cost formulas.
2 I contacted the U.S. Marshall's department and
3 I've gotten copies of their actuarial documen-
4 tation and the forms that they use to calculate
5 their fees. I've not gotten a response back
6 from the Marshall's department yet.
7 I also sent you guys an article. I
8 think Sheriff Brown has his dollar amount on his
9 per cost. But he includes 24/7 medical care,
10 and we do not have that our facility, and our
11 costs would be less.
12 It's my understanding that the City of
13 Johns Creek is insured by the Travelers -- I
14 believe that's who they use instead of GIRMA --
15 which I consider a reputable company. But I do
16 believe that we need to consider adding an
17 additional fee to a city that is non-GIRMA.
18 And I want us to be more proactive in
19 contracts and us not receiving them after the
20 fact. If we're going to continue doing this,
21 then we need to be on the ball, and if a
22 contract expires January 1, then we need to
23 start working on it in November. And by that
24 time, we should know if they're a GIRMA city or
25 not. There would be a different rate for a

Page 67

1 GIRMA city, and that could be totally explained
2 out in a set of fees.
3 I know that we included in the Sandy
4 Springs contract and in the Johns Creek contract
5 about releasing our officers sitting down at
6 Grady, because they're busy. That's something
7 I've got a problem with, and I think an issue
8 has come up with that before.
9 CHIEF ATKINSON: I think that was --
10 that was decided, I think.
11 COUNCILMEMBER ALEXANDER: Correct. But
12 I believe there was some miscommunication
13 perhaps with one of the municipalities.
14 It's extremely important. These are
15 their prisoners. If we have to transport them
16 for medical care, it's extremely important for
17 them to get down there and relieve our officers
18 as soon as possible. If that is something, an
19 additional charge that we need to look at adding
20 to the fee schedule for that in the future, then
21 I think we need to do so, I mean, because we're
22 paying our officers to do their job, and that's
23 not suitable to me.
24 CHIEF ATKINSON: They're aware of that
25 issue. We have spoke with their command staff,

Page 68

1 and they are aware if we have to transport them,
2 then they are to immediately relieve us with no
3 questions asked.
4 COUNCILMEMBER ALEXANDER: And in the
5 future regarding the cost, in my opinion, your
6 main cost is going to be upon intake and upon
7 release. If someone is sitting in a cell,
8 you're checking on them every 15 minutes, to me,
9 that cost is almost diminimus. But your main
10 cost is going to be as soon as they hit our door
11 and as soon as they're being processed to
12 release. So I almost would like to see a
13 different pro rata system set up instead of just
14 the $8.33 for every four-hour period because
15 your up-front cost is going to be when you're
16 processing and fingerprinting them, doing the
17 intoxilyzer or whatever else. So I'd like to
18 see somehow that that block of time in the
19 charge for the other municipalities is managed a
20 little bit better.
21 CHIEF ATKINSON: That's certainly -- I
22 mean certainly we can do that. We can do
23 whatever --
24 COUNCILMEMBER ALEXANDER: And I'll be
25 glad to --

Page 69

1 CHIEF ATKINSON: -- Council would like.
2 COUNCILMEMBER ALEXANDER: -- contact
3 the Marshall's department further and see if I
4 can get some more information, if they'll be
5 willing to give us a user-friendly kind of
6 formula because theirs is pretty complicated
7 because it's not -- it's based on what I see as
8 a stand-alone jail and not a common building
9 like we have that houses offices and things of
10 that nature.
11 COUNCILMEMBER SPANGLER: And what does
12 Sheriff Brown charge, Ms. Alexander?
13 COUNCILMEMBER ALEXANDER: I believe it
14 was -- I think his article -- I'll have to look
15 at that. I think it was fifty -- They didn't
16 send me the charge. It had his cost in it. It
17 didn't say what he charged.
18 COUNCILMEMBER SPANGLER: But his cost
19 was above --
20 COUNCILMEMBER ALEXANDER: It was above
21 ours because he has full-time medical staff.
22 COUNCILMEMBER SPANGLER: Well, I don't
23 really see that that would make that much of a
24 difference, but we do need a lot more
25 information.

Page 70

1 And as far as us giving Johns Creek the
2 impression that we have okayed this contract, we
3 have not through Mr. Weed.
4 ATTORNEY WEED: Yeah. The three things
5 the Councilman brought up that are relevant to
6 me, I have clearly communicated to my counter-
7 parts at Johns Creek that this is not a binding
8 contract on the City of Doraville.
9 How that works is it's Contracts 101.
10 You have offer, acceptance, consideration. And
11 if you make an offer to somebody and they don't
12 take your offer but make you a counteroffer,
13 that kills the original offer. The version we
14 sent didn't have their indemnity clause in it,
15 therefore, killed the original offer. Tech-
16 nically, we've got no contract with regard to
17 the new contract.
18 Now, we are still operating purely
19 technically underneath the other contract is a
20 50-year term, and there are some issues with
21 that, which is why we're renegotiating and doing
22 this thing over again. The original term of the
23 original contract was '07 -- from May 21st of
24 '07 to July 2nd of 2008.
25 This of course came to my attention

Page 71

1 when I became City Attorney in late May, and
2 frankly, to be honest with you, I've brought the
3 City Council's attention for some considerable
4 months now. For a lot of reasons beyond the
5 Council's control, this item has been carried on
6 to multiple agendas.
7 And the third thing I wanted to mention
8 would be the real difference between the two
9 contracts is the period of time frame that the
10 contract is good for, and also we did win a
11 major concession from both Sandy Springs and
12 Johns Creek in that they now have to come
13 babysit their people and we don't have to spend
14 our money to do that.
15 COUNCILMEMBER SPANGLER: You're talking
16 about if they go to the hospital.
17 ATTORNEY WEED: Correct. That is
18 correct.
19 COUNCILMEMBER SPANGLER: Okay. But we
20 still -- are we being compensated in the $50.00
21 that we're charging for one or two of our police
22 officers to take that person to Grady?
23 ATTORNEY WEED: I think that is the
24 question. I think it's an excellent question.
25 As your lawyer, I have no idea. And

Page 72

1 what I've tried to determine for you as best I
2 could was, you know, from my end, what is the
3 risk and how much do we have to charge them to
4 cover the risk?
5 What I tried to do originally was get
6 them to include us as a lesser-included insured
7 underneath their Travelers policy, and that
8 would have made me happy and would have taken
9 care of it. From the legal end, apparently or
10 allegedly they did talk to Travelers and
11 Travelers wouldn't do that. So their
12 alternative to that was to give us back that
13 indemnity clause, which I think is completely
14 meaningless; hence, I think my best advice would
15 be to charge them whatever it takes to cover the
16 risk. Unfortunately, I can't give you a great
17 answer to that because apparently the people you
18 talk to at GIRMA, our risk managers, don't know.
19 So, then, with regard to whether we are
20 actually making money or losing money on the
21 contract, I genuinely don't know because that's
22 out of my line of country.
23 And then the other thing I will point
24 out, though, I suppose having some prisoners in
25 the jail is better than having no prisoners in

Page 73

1 the jail other than our own. But I don't know
2 that as a fact, either, but that's something I
3 think should be determined.
4 COUNCILMEMBER PITTMAN: Is there a
5 particular reason why they cannot -- obviously
6 if it's an emergency, you're going to call 911
7 anyway -- that they cannot come and pick up
8 their own prisoners? Because even at Dekalb
9 County when I was there, if we have a prisoner
10 that is being kept there for another agency,
11 they are transported by that agency to the
12 hospital unless it's an emergency if they need
13 it, our medical -- their medical staff could not
14 handle it, they transported.
15 Is there a reason why they cannot come?
16 You know, they come in with toothaches and "My
17 stomach hurts," and this and that, that they
18 cannot come pick up their own and transport them
19 to Grady?
20 ATTORNEY WEED: There's no reason, and
21 we could certainly negotiate that. I mean once
22 again, I wasn't party to the original negotia-
23 tions on this contract. It's literally that
24 old. So I don't know what happened with regard
25 to that.

Page 74

1 I assume the Chief -- I know he
2 obviously won the concession with regard to
3 being in the hospital with the prisoners. And
4 I'm sure what they would point out to us is the
5 fact that Sandy Springs has got the same deal,
6 essentially, so why are you treating Johns Creek
7 differently?, but that'll be a political matter
8 that their Council will bring up to the Mayor.
9 COUNCILMEMBER FLEMING: Well, I agree
10 with Ms. Alexander in regards to the -- I'll
11 call it a processing fee, though you didn't use
12 those terms. I really feel that the amount of
13 dollars that we spend on processing is much
14 greater than $8.33 per four hours, and maybe
15 there should be a set fee for processing each
16 prisoner plus the $8.33 per four hours. And
17 then if we, for whatever reason, need to take
18 them to the hospital, then there should be an
19 additional fee on top of that.
20 COUNCILMEMBER PITTMAN: How long does
21 it take you guys to process someone or to book
22 them out -- book them in and book them out?
23 COUNCILMEMBER FLEMING: It's not just
24 process. We're talking about normal booking
25 procedures includes fingerprinting, photograph

Page 75

1 and --
2 COUNCILMEMBER PITTMAN: Right. I
3 understand that.
4 COUNCILMEMBER FLEMING: -- and all the
5 arrest data and GCIC.
6 COUNCILMEMBER PITTMAN: I understand
7 that. I'm just asking him how long.
8 CHIEF ATKINSON: I daresay that if
9 they're not busy and someone comes in and they
10 don't have anyone else, I'd say book in 30
11 minutes. However, it takes longer than that to
12 get their fingerprints back --
13 COUNCILMEMBER PITTMAN: Right.
14 CHIEF ATKINSON: -- on the Livescan.
15 But you know, if they're not busy, you know, 30
16 minutes I'd say.
17 COUNCILMEMBER SPANGLER: And I'd like
18 to ask, not meaning to interrupt, but how much
19 do we pay that person that's processing in per
20 hour?
21 CHIEF ATKINSON: I'm not sure of the
22 pay scale so I'd have to check with City Hall.
23 COUNCILMEMBER SPANGLER: Well, would it
24 be more than 16/17 dollars an hour?
25 CHIEF ATKINSON: I mean I don't know

Page 76

1 what our jailers make.
2 COUNCILMEMBER PITTMAN: Well, aren't
3 they going to be there whether we're booking
4 somebody in or not?
5 CHIEF ATKINSON: Yeah.
6 COUNCILMEMBER PITTMAN: It's not like
7 you call them in to book them in.
8 CHIEF ATKINSON: Right. I mean they're
9 going to be there two shifts, so, whether they
10 have or not.
11 COUNCILMEMBER SPANGLER: But this
12 doesn't -- when they book someone in, it doesn't
13 take away from their normal duties?
14 CHIEF ATKINSON: No, sir. That's their
15 normal duties is to handle the jail.
16 COUNCILMEMBER SPANGLER: Well, I'm
17 having trouble understanding, you know. And I
18 can understand what Ms. Fleming was talking
19 about, an additional charge for processing in.
20 You know, if we just do it for the $8.33 for
21 four hours, we process them in, and we've paid
22 our employee -- and I understand they have to be
23 there anyway. But we look at that as something
24 they could have been doing -- something else
25 they could have been doing in the P.D. or

Page 77

1 working with another client or whatever.
2 You know, I can't see that we're making
3 any money at $50.00 on these contracts, and we
4 certainly aren't doing anything better for the
5 City of Sandy Springs. And the only reason I
6 agreed to vote on the Sandy Springs contract was
7 because we as a council, we as a city, had
8 agreed to their contract, not knowing, you know,
9 what kind of moneys we were making. We already
10 agreed on that prior to it coming before Council
11 for a vote.
12 This one, we haven't agreed on, and it
13 just seems like we can't get the information
14 that we need to make an honest -- to honestly
15 vote on it, to see if we are making money. I
16 mean, you know, you can say whatever. We can
17 put 50 prisoners in there. And if we put 50
18 prisoners in there, if the jail even holds that
19 many, then I can't see how our present employees
20 in that position can maintain the level of
21 security, the level of whatever you want to call
22 it in order to ensure that these prisoners are
23 safe and they're getting proper care.
24 CHIEF ATKINSON: Sir, our prisoners are
25 locked, are locked up.

Page 78

1 COUNCILMEMBER SPANGLER: We still --
2 CHIEF ATKINSON: They don't go outside,
3 they don't have any status.
4 COUNCILMEMBER SPANGLER: Oh, I
5 understand that, but we still have to have
6 personnel there to ensure their safety and all
7 that, so I'm just --
8 CHIEF ATKINSON: And we do that. We do
9 that hourly; if not hourly, more frequently than
10 that.
11 COUNCILMEMBER SPANGLER: And the more
12 prisoners you have, you don't have to increase
13 your staff in the jail?
14 COUNCILMEMBER PITTMAN: There's 175 per
15 floor at Dekalb County and you have two officers
16 -- most of the time one in the tower -- one that
17 walks and one in the tower because they're --
18 COUNCILMEMBER SPANGLER: Okay. We're
19 talking about --
20 COUNCILMEMBER PITTMAN: -- locked down.
21 COUNCILMEMBER SPANGLER: -- something --
22 COUNCILMEMBER PITTMAN: And I'm trying
23 to compare that because you only have 50.
24 And how many do you have back there
25 usually? Two or three?

Page 79

1 CHIEF ATKINSON: I would say roughly 10
2 or 15.
3 COUNCILMEMBER PITTMAN: No. I'm
4 talking about employees.
5 CHIEF ATKINSON: Oh, employees?
6 COUNCILMEMBER PITTMAN: Jailers.
7 CHIEF ATKINSON: Two or three, yes.
8 COUNCILMEMBER PITTMAN: Yeah. So I'm
9 saying if you can have two or three that handle
10 50.
11 CHIEF ATKINSON: Right.
12 COUNCILMEMBER PITTMAN: I was com-
13 paring.
14 COUNCILMEMBER ROCHE: Well, they're not
15 in-processing and out-processing all those 50.
16 That's all they're doing is just going up and
17 down.
18 Clearly what Atlanta did was a smart
19 thing. They said let's find out what this
20 costs, so they did an internal audit.
21 I mean is there some problem with
22 finding out the truth about this? Is there some
23 problem with finding out what it really costs
24 us, to find out whether we're, you know,
25 subsidizing Sandy Springs or whatever? You

Page 80

1 know, are we going to cover up our eyes and our
2 ears and say, "Oh, no. We don't want to know
3 what this costs"?
4 You know, I'd be even prepared to make
5 a motion that we, you know, hire someone to come
6 in and do an internal audit and find out what it
7 costs.
8 MAYOR JENKINS: How long would it take
9 you to do this, Mr. Atkinson, to figure out how
10 much it's costing by virtue of we have the
11 people there anyway but the --
12 CHIEF ATKINSON: I would have to get
13 with City Hall staff because there's costs that
14 I don't know what they are, and --
15 MAYOR JENKINS: I don't see any reason
16 to hire anybody from the outside to do it. Our
17 Police Department can do it through City Hall as
18 he said.
19 COUNCILMEMBER ROCHE: All due respect,
20 Mayor, when I asked for numbers on the drive-
21 home cars, they told me half the cost and it was
22 actually -- they used only half the mileage and
23 it was only half the cost. So the numbers that
24 were provided -- I mean I'm assuming it was
25 mistaken -- was only about 25 percent of the

Page 81

1 actual cost of the drive-home car program.
2 And I think that that's why we use
3 auditors to come in. They know how to answer
4 these questions. They understand things like
5 fixed costs and variable costs and direct cost
6 and indirect cost. I can't see where it would
7 be that expensive. Here we are. We're getting
8 ready to potentially throw away a whole lot of
9 money.
10 COUNCILMEMBER PITTMAN: Why don't we
11 give the Police Department -- and maybe like
12 Ms. Alexander said, if she could provide some
13 type of formula. Let's give them the oppor-
14 tunity to at least try to come up with some
15 figures before we spend money on something that
16 possibly we can get done by them.
17 COUNCILMEMBER SPANGLER: I was given a
18 figure for Sandy Springs, and I've still got it
19 written down on the back of a Council meeting
20 paper, I think the Chief -- and this was
21 sometime last year -- said it was like twenty-
22 four seventy-one, I believe it was?
23 CHIEF ATKINSON: I'm not sure exactly
24 what he told you.
25 COUNCILMEMBER SPANGLER: I can't see

Page 82

1 how we can do that for a prisoner. I mean the
2 meals alone, if we were feeding them three meals
3 a day, that would take up most of that.
4 COUNCILMEMBER FLEMING: I have a
5 question in regards to item number 3 about
6 receiving, and it indicates also that we're
7 going to be taking in Georgia State Patrol
8 detainees --
9 ATTORNEY WEED: Right.
10 COUNCILMEMBER FLEMING: -- in this
11 contract as well as Johns Creek's?
12 ATTORNEY WEED: That's how the State
13 Patrol works essentially. If they're working --
14 if they make a case in Johns Creek, they're
15 usually considered to be a Johns Creek prisoner;
16 if they make a case in Timbuktu, you know,
17 that's how it works. That language is also in
18 the Sandy Springs contract.
19 COUNCILMEMBER ALEXANDER: So if Georgia
20 State Patrol arrested someone on 285 in our
21 jurisdiction, they would bring them to us?
22 CHIEF ATKINSON: Absolutely, yes.
23 COUNCILMEMBER PITTMAN: Could we also
24 check -- I mean I know we have not done that for
25 Sandy Springs -- about them transporting their

Page 83

1 own prisoners to Grady versus us doing it?
2 ATTORNEY WEED: Sure.
3 You know, what I would recommend you do
4 is I think the scientific part of this, the
5 analysis part of it probably needs to come
6 before the legal part of it.
7 COUNCILMEMBER PITTMAN: Right.
8 ATTORNEY WEED: I mean I'm happy to
9 negotiate out whatever you want. Whatever dings
10 and whistles you want, I'll try to go get. But
11 we don't know that yet. So until that part's
12 done, I mean my advice for you is to wait.
13 COUNCILMEMBER PITTMAN: After that.
14 ATTORNEY WEED: Yeah.
15 COUNCILMEMBER PITTMAN: That's fine.
16 COUNCILMEMBER SPANGLER: I think Sandy
17 Springs contract's up, what? Some time June/
18 July?
19 COUNCILMEMBER ROCHE: Actually, it's
20 December 30th.
21 ATTORNEY WEED: Yeah.
22 COUNCILMEMBER SPANGLER: Is it
23 December?
24 ATTORNEY WEED: It's December 31 with
25 X-amount of notice. We have to give them a

Page 84

1 certain amount of notice beforehand.
2 COUNCILMEMBER SPANGLER: And this is
3 because we didn't approve the new contract until
4 December, because it was ending I think in July.
5 So we carried them without a contract for --
6 ATTORNEY WEED: That's correct. And
7 also it's just a general rule since I've been
8 doing your contracts, I try to make all of them
9 end on December 31st to help avoid issues like
10 this. We know they all end about the same time.
11 And there's a State law that indicates that's a
12 better way of doing it, anyway.
13 MAYOR JENKINS: Actually when this
14 first started mainly with Sandy Springs, we were
15 asked to help a sister city, and we did. And I
16 personally don't believe we're losing a lot of
17 money. But on the Johns Creek, yes, we need to
18 research this a lot.
19 With Sandy Springs, we did that to help
20 a sister city get started, and they eventually
21 will have their own jail. And I really don't
22 know why we can't help them out.
23 I'm not talking about we should go in
24 the hole, no. But I don't really believe we're
25 losing all that money, much money, because we've

Page 85

1 got people over there that's doing the job.
2 They got their surveillance cameras. They don't
3 have to run up there for a citizen holler. They
4 can look in the camera and see if there's
5 anything wrong. If there is, they go up there;
6 otherwise, they don't bother with them.
7 But that's just my opinion. I think
8 that we need to help these people. And yeah, we
9 need to know how much it's going to cost, yes.
10 And I think the Police Department with Maria and
11 her expertise can do that.
12 CHIEF ATKINSON: Please understand.
13 We'll go with whatever you decide --
14 MAYOR JENKINS: Yeah, I understand.
15 CHIEF ATKINSON: -- absolutely. And
16 whatever the attorney can get them to agree to,
17 we'll go with that.
18 COUNCILMEMBER FLEMING: Mr. Weed, have
19 you had an opportunity to look at the two
20 additional contracts that Ms. Alexander was
21 talking about?
22 ATTORNEY WEED: I have not.
23 COUNCILMEMBER FLEMING: I think that
24 might be necessary as well.
25 ATTORNEY WEED: I'll certainly do that.

Page 86

1 COUNCILMEMBER FLEMING: Thank you.
2 COUNCILMEMBER ROCHE: And I mean for
3 everybody's standpoint, I mean those are
4 separate things, anyway, from the jail.
5 COUNCILMEMBER ALEXANDER: But obviously
6 they would pull that business away also if they
7 didn't have the jail business.
8 COUNCILMEMBER ROCHE: And maybe, maybe
9 not. Who knows? That's an assumption.
10 COUNCILMEMBER ALEXANDER: I don't think
11 they would want us entering any warrants for
12 prisoners we haven't handled.
13 COUNCILMEMBER ROCHE: Well, apparently
14 we don't enter warrants now, so.
15 COUNCILMEMBER ALEXANDER: Yes, we do.
16 CLERK BLACKMON: Yes, we do.
17 CHIEF ATKINSON: Yes, we do.
18 COUNCILMEMBER ROCHE: Or not many of
19 them.
20 COUNCILMEMBER ALEXANDER: Yeah.
21 MAYOR JENKINS: Anything else, Bob?
22 COUNCILMEMBER ROCHE: No; other than,
23 as I said, we need to find out if we're losing
24 money on this. I wish people would help me out
25 and give me money all the time. I kind of have

Page 87

1 to live on my own.
2 Thank you. I'm done.
3 MAYOR JENKINS: Murray, I believe this
4 -- I don't have a --
5 ATTORNEY WEED: I believe 8, Mr. Mayor,
6 is Mr. Haeberlin's.
7 MR. HAEBERLIN: I want to discuss with
8 the Council the consensus on writing an
9 ordinance for parking lot islands, landscape
10 islands. So this would be a non-zoning
11 ordinance, a development regulation.
12 Basically what we have throughout the
13 city right now, as people have illuminated
14 earlier, is great masses of impervious surface,
15 and that's because we have no requirements that
16 landscape islands, basically areas that are
17 approximately the size of a parking space, 9 by
18 20, be inserted into parking lots so that we
19 have some greenery within the city, that we have
20 some shading and cooling effects, we have some
21 aesthetic features in the city. And essentially
22 we're dealing with a post-development situation
23 here with the exception of a couple new develop-
24 ments.
25 So my proposal is general within C-1/

Page 88

1 C-2, O-I/O-W, M-1/M-2, and in limited appli-
2 cation, apartments, is to write an ordinance
3 requiring these islands to be placed throughout
4 the parking areas in order to achieve these
5 objectives of having canopy trees or at least
6 some sort of foliage in the nonresidential
7 developments.
8 The reason why I'd like it to be a non-
9 zoning or a development regulation, it's more
10 malleable. Like I said, we are in a different
11 situation than most communities. We're dealing
12 with a lot of post-development situations so
13 there would have to be thresholds put in place
14 to require individuals to start doing this.
15 Certainly there are a few new developments who
16 have done it of their own volition because they
17 would like their development to look more
18 attractive. Until we passed the ordinances
19 beginning in 2008 into 2009, you had no
20 impervious limits whatsoever in this city. So
21 now we have thresholds already in place. So
22 we're going to give these individuals an oppor-
23 tunity to take this greenspace area and, in
24 certain applications, allow the parking lot
25 islands to count for this pervious area, and we

Page 89

1 would set some guidelines on the type of trees,
2 the type of island construction, et cetera, that
3 we would do.
4 I think that this is an objective that
5 is part and parcel with us being a Tree City
6 USA, that we improve the overall looks of the
7 city. As you drive up and down Buford Highway
8 and particularly if you go into other commu-
9 nities who are doing redevelopment, you see a
10 greening effect occurring. And right now we
11 have nothing in the Code to help us or to assist
12 us in that matter.
13 And so the reason I put forth -- I did
14 not have a package for tonight, I do want to say
15 for the record -- is to get a consensus from the
16 Council for the expenditure of not only my time
17 but Mr. Weed's time on drafting an ordinance for
18 you and then bringing it back to this Council
19 perhaps as a workshop item. And then because
20 it's non-zoning, it would come back to you one
21 more time for an actual vote. So like I said,
22 at this time, just looking for a consensus from
23 the Council on the idea.
24 COUNCILMEMBER BATES: Yes.
25 MR. HAEBERLIN: Okay. I see one nod.

Page 90

1 COUNCILMEMBER ROCHE: Well, I have some
2 questions about it, though.
3 First of all, I know we're in the
4 process or will be in the process of putting
5 together architectural standards.
6 MR. HAEBERLIN: Yes, sir.
7 COUNCILMEMBER ROCHE: Wouldn't that be
8 part of that? Why would we do this separately?
9 MR. HAEBERLIN: The reason why I
10 probably don't want to lump this into the
11 architectural standards is because the more that
12 I thought about it, it really is not an
13 architectural standard. It would be like
14 putting signage in with architecture.
15 I certainly want to put street
16 furniture like street lights and benches and
17 things like that in with architecture, but I
18 think that the parking lot island is best
19 reserved for just a general development
20 regulation. I mean there are going to be
21 situations where people will need variances from
22 the Code from this, and since it's not part of
23 the Zoning Ordinance, it will be a little easier
24 for us to process. And there are going to be
25 situations. We'll have a location that has all

Page 91

1 overhead power lines and we will not be able to
2 put a canopy tree in. So I think it's more
3 malleable as a general development regulation
4 versus an architectural requirement.
5 COUNCILMEMBER ROCHE: So we're
6 envisioning --
7 And first of all, I mean I love trees.
8 MR. HAEBERLIN: Sure.
9 COUNCILMEMBER ROCHE: I mean if it was
10 up to me, there would be more and all that.
11 So we're envisioning an ordinance that
12 we would pass this ordinance; and then if you
13 happen to own a parking lot, then at some point
14 you would have to go out and put in trees.
15 MR. HAEBERLIN: We would have
16 thresholds to establish for redevelopment
17 situations. Basically most communities put like
18 a re-striping plan or re-blacktopping the lot
19 would generate this ordinance, or there's other
20 provisions you can put in -- certificate of
21 occupancies, et cetera -- to effectuate it.
22 It would be simple -- on brand new
23 construction, it's completely simple because
24 you'll have this threshold --
25 COUNCILMEMBER ROCHE: Right.

Page 92

1 MR. HAEBERLIN: -- and we'll do it.
2 But that's not most of our situations here.
3 If you go look at these lots, we have a
4 lot of surface area that's excess. I mean I sat
5 down and looked and calculated some of these
6 numbers. We are at excess. I mean I saw the
7 areas that people simply just stripe off. I
8 mean I certainly hate to see a lot, every end
9 space has a striped area adjacent to it, which
10 is a dead zone. There's nothing there, when it
11 could be an island.
12 So that is my approach. I think that
13 the architectural ordinance itself is going to
14 be extremely complicated. This is a timely
15 situation. In other words, this is something we
16 really need to move on sooner than later because
17 every day we are dealing with individuals who
18 purchase properties that have no greenspace at
19 all, and we need something in place to implement
20 that.
21 COUNCILMEMBER ROCHE: To clarify my
22 question, when would it take effect? Would it
23 take effect if I bought a piece of property? If
24 I just had a piece of property and I wasn't
25 planning on doing anything, would I suddenly

Page 93

have to go out and build one of these?
MR. HAEBERLIN: No. Of course we can artfully craft the thresholds, how they take place. Obviously, it would be effective upon the passing of the ordinance. But like I said, we'll establish different thresholds, and we need to be reasonable. We're primarily looking at these huge shopping centers that essentially have no islands whatsoever. And we're talking about parking lots not with five parking spaces; we're talking about parking lots in the city that have 50/100 spaces.
COUNCILMEMBER ROCHE: Right.
MR. HAEBERLIN: Of course this would not apply for parking garages. There are some exemptions that would be put forth in there. We don't want to discourage that, as modern construction is building parking garages.
But I think this is something that the time is ripe. We've had our Arbor Day celebration and we've demonstrated our commitment to planting some trees, and I think we need to move on with the nonresidential districts and then have a commitment from them as well, and it needs to be part of the City Code.

Page 94

COUNCILMEMBER ROCHE: Thank you.
MR. HAEBERLIN: So just as a straw poll, is there a general consensus to move on with this? It would involve the expenditure of Mr. Weed's funds as well.
COUNCILMEMBER BATES: I would actually prefer if you were to draft it and tweak it here before we send it off to Mr. Weed.
MR. HAEBERLIN: Okay.
COUNCILMEMBER SPANGLER: I think somebody wants to speak on that also.
MAYOR JENKINS: Yes. Okay. Stuart Anderson. Stuart?
MR. ANDERSON: I'll waive.
MAYOR JENKINS: Very good. Thank you.
We're going to take a five-minute break.
- - -
(Brief recess)
- - -
MAYOR JENKINS: Meeting come to order.
Pam?
COUNCILMEMBER FLEMING: Yes. For Halpern Park, it's myself and Ms. Pittman. Ms. Pittman's been actively pursuing the

Page 95

renovation of Halpern Park for the last several years.
And we did have the funds in our budget for the renovation of Halpern Park in the 2009 budget, and I would like to pursue putting that amount of money back into the budget for 2010 so that we can pursue Halpern Park renovation.
And I'd like Ms. Stephens to come forward now. What you have in front of you is the Halpern Park request for professional design, and I'll let her talk to you a little bit about it.
MS. STEPHENS: Well, talking about Halpern, of course it's in desperate need of repair. Every time you drive by, you can see that. It's unsafe in some area. I was just talking to Mr. Holloway. He said the fence by his house is going to fall in. It's going to fall on somebody.
So what we need to do first is put out RFPs for engineers to do construction documents for us. That's the first step. And I'm here to talk to the Council about getting approval to do that.
MAYOR JENKINS: You mentioned you

Page 96

wanted it on the next budget; is that correct?
MS. STEPHENS: Well, this will set us up. It'll take us 30 days to post it, then we'll have to come and talk about it with the engineer so it'll be in the 2009/2010 budget.
COUNCILMEMBER FLEMING: I really feel that we should go ahead and send out the RFP for construction documents because, like Ms. Stephens says, it's going to take 30 to 60 days for us to get any answers back or for us to make a decision on who we're going to use.
And I believe an artist's rendition has already been done.
MS. STEPHENS: Right.
COUNCILMEMBER FLEMING: You've already done the --
MS. STEPHENS: Public hearing.
COUNCILMEMBER FLEMING: -- community public hearings on it, and Ms. Pittman's been actively involved in that. And I just really think it's -- District 1 is a very quiet district, lots of wonderful residents, as well as District 2 and 3. But it's time for us to do something in Halpern.
COUNCILMEMBER SPANGLER: We had the

Page 97

1 money in our budget to take care of our parks.
2 I strongly agreed and voted to take that money
3 and set it aside for the parks simply because
4 our parks are deteriorating. And what did we do
5 with the money?
6 MS. STEPHENS: Well, as far as the 1.2
7 million, I didn't really have a choice.
8 COUNCILMEMBER SPANGLER: No, ma'am, you
9 didn't, but we did as a Council. And I voted
10 strictly against that because I --
11 MAYOR JENKINS: Bob --
12 COUNCILMEMBER SPANGLER: -- felt like
13 the money should have stayed --
14 MAYOR JENKINS: We're doing it as we
15 get to them. What's wrong with doing it the way
16 we're doing it?
17 COUNCILMEMBER SPANGLER: Well, the
18 longer we put it off -- and like I said, when we
19 agreed to the 1.2 million to be set aside for
20 the parks was, the deterioration is pretty rapid
21 and if we don't start pretty quickly --
22 MAYOR JENKINS: Well, I agree with
23 doing it. But what I said, she said it'll take
24 30 to 60 days, which will be in the next budget.
25 COUNCILMEMBER SPANGLER: Well, this --

Page 98

1 MAYOR JENKINS: And we don't need to
2 work on but one park at a time.
3 COUNCILMEMBER SPANGLER: Well, that is
4 possibly true, but some things are an emergency.
5 I mean we worked and got Autumn Park to a point
6 where we could put it off.
7 Halpern, if there's any kind of
8 deterioration problems, it's going to come back
9 and cost us some lawsuits or some serious
10 property damage, you know. We don't need to put
11 it off.
12 MAYOR JENKINS: We're going to have to
13 do something about it now because they're
14 digging the hole deeper, and that's all I'll
15 say. We've got to do something about it, and we
16 should have started on it quite some back, which
17 could have been done on any budget --
18 Maintenance could have done it -- to stop the
19 deterioration that you're talking about.
20 I'm not talking about redoing the whole
21 park.
22 COUNCILMEMBER SPANGLER: No, sir.
23 MAYOR JENKINS: We need to do one park
24 at a time. But this could have been done months
25 ago. I suggested it, and I got quite a bit of

Page 99

1 criticism to stop them from digging a hole out
2 there.
3 COUNCILMEMBER SPANGLER: I don't recall
4 that, Mayor.
5 COUNCILMEMBER PITTMAN: That's why
6 we're here tonight is to move forward with it
7 and let's make something positive happen.
8 MAYOR JENKINS: Do you understand what
9 I'm talking about?
10 COUNCILMEMBER PITTMAN: Yes, sir, I do.
11 And that's why --
12 MAYOR JENKINS: Comment on it, then.
13 COUNCILMEMBER PITTMAN: That's why
14 we're here tonight is to try to make it move
15 forward and let's progress with it, and I think
16 we have some citizens here that wanted to make
17 comment about the park.
18 MAYOR JENKINS: Yeah, we got a list --
19 COUNCILMEMBER PITTMAN: Yeah, and so --
20 MAYOR JENKINS: -- and I'll get to it.
21 MS. STEPHENS: The RFP will help us
22 with budgeting that. It'll give us an idea of
23 what --
24 COUNCILMEMBER PITTMAN: Right.
25 MS. STEPHENS: -- we're going to have

Page 100

1 to pay.
2 COUNCILMEMBER PITTMAN: There's no cost
3 for the RFP; is that correct?
4 MS. STEPHENS: No cost for the RFP to
5 put it out for bid; that's correct.
6 COUNCILMEMBER SPANGLER: And when I
7 said I'm in agreement to this, this is something
8 we should have already done. Okay? The parks
9 are something that's very important, near and
10 dear to all of us, and we shouldn't let them go
11 like we have.
12 MAYOR JENKINS: That's right. We --
13 MS. STEPHENS: Well, technically --
14 MAYOR JENKINS: -- got English Oak Park
15 --
16 MS. STEPHENS: -- this should have been
17 done 15/20 years ago.
18 MAYOR JENKINS: We got English Oak Park
19 finished?
20 UNIDENTIFIED SPEAKER: Yes.
21 MS. STEPHENS: No, sir. Planning --
22 MAYOR JENKINS: Okay. We've about got
23 it finished. Let's get it finished.
24 MS. STEPHENS: Yes, sir.
25 MAYOR JENKINS: Then we'll go into

Page 101

1 Halpern.
2 I have no problem with RFPs. I'm just
3 saying that we can get it on the next budget and
4 go ahead with it. I want it done. Halpern
5 wants it done because it's an eyesore to his
6 family.
7 MS. STEPHENS: Well, the RFP at this
8 time is not going to cost us any money.
9 MAYOR JENKINS: Right.
10 MS. STEPHENS: So with your permission
11 and if you-all would let me --
12 MAYOR JENKINS: That's fine. I have no
13 problem.
14 MS. STEPHENS: -- I will go ahead and
15 pursue this.
16 COUNCILMEMBER SPANGLER: You have my
17 permission.
18 MAYOR JENKINS: Okay.
19 COUNCILMEMBER ALEXANDER: So this RFP
20 is just for drawings.
21 MAYOR JENKINS: Right.
22 MS. STEPHENS: Construction drawings.
23 COUNCILMEMBER ALEXANDER: Okay. The
24 artist's rendering, Mr. Haeberlin, and the
25 master plan, is that the property of the City so

Page 102

1 we can get drawings from other companies?
2 Because on English Oak, MacTec did the
3 construction drawings for their park design.
4 ATTORNEY WEED: I'm going to answer
5 that question instead of Scott, actually.
6 It all depends on what you put in the
7 agreement. This is why I never encourage -- And
8 I hope there's no architects -- I'm not trying
9 to hurt their feelings -- that are already in
10 the audience, but you never sign a standard-form
11 architectural agreement because in it they own
12 all the drawings and they have to grant you
13 permission for reuse if you wanted to build the
14 same building elsewhere, et cetera, et cetera.
15 So that's a negotiable point. If you want to
16 have the ownership of the drawings, you need to
17 work that out.
18 COUNCILMEMBER ALEXANDER: So if we just
19 have an artist's rendering now and then this
20 master plan, I guess my question is can we
21 release that information to whomever to do the
22 construction drawings other than MacTec?
23 ATTORNEY WEED: It depends on how you
24 acquired those documents or those drawings, I
25 mean whatever the agreement was. And if I

Page 103

1 didn't review the agreement -- and I don't think
2 I did; I think that was before my time -- I
3 would suspect that MacTec owns those. I don't
4 know that but I wouldn't be surprised to learn
5 that.
6 COUNCILMEMBER ALEXANDER: I don't know
7 that I've ever seen the documents.
8 ATTORNEY WEED: If they aren't speci-
9 fied somewhere, then arguably you own them or at
10 least you can wait until they put up a fuss.
11 MAYOR JENKINS: We do have a drawing.
12 MS. STEPHENS: Yes, sir.
13 MAYOR JENKINS: Already.
14 MS. STEPHENS: Yes, sir.
15 MAYOR JENKINS: Already laid out and
16 beautiful.
17 MS. STEPHENS: And that came out of the
18 public hearing with the citizens. And we're
19 going to have to kind of tweak it here and
20 there, because once we get in and the contractor
21 or the engineer starts measuring things, he
22 says, "No, this can't go here. We're going to
23 have to move it here, so let's see if it'll fit
24 here."
25 COUNCILMEMBER BATES: But back to

Page 104

1 Ms. Alexander's question, do we have permission,
2 authority to release that rendering because it's
3 a MacTec rendering?
4 MS. STEPHENS: I believe so, just like
5 what we did for English Oak. Everybody got to
6 see these drawings and --
7 COUNCILMEMBER ALEXANDER: But MacTec
8 did the drawings.
9 MS. STEPHENS: MacTec did the drawings
10 but they did the bids, bid on the construction
11 documents. We had three or four other companies
12 bid on it also.
13 COUNCILMEMBER ALEXANDER: But this is a
14 bid for drawings.
15 MS. STEPHENS: Correct. This is
16 construction drawings.
17 COUNCILMEMBER ALEXANDER: Which MacTec
18 did the construction drawings for English Oak.
19 MS. STEPHENS: Correct.
20 COUNCILMEMBER ALEXANDER: But we're not
21 asking -- I guess we were going to ask MacTec or
22 whomever else to bid on doing the drawings.
23 MS. STEPHENS: Do the bid on
24 construction documents, not drawings. The
25 drawings have been done.

Page 105

1 COUNCILMEMBER ALEXANDER: Well, you
2 have construction drawings.
3 MS. STEPHENS: We have drawings. We
4 have an artist's rendition. We do not have
5 construction documents.
6 COUNCILMEMBER ALEXANDER: Yeah, that's
7 what I'm saying, yeah, because MacTec did the
8 construction documents for English Oak.
9 MS. STEPHENS: Correct, after they bid
10 on it. They did bid along with a lot of other
11 companies.
12 COUNCILMEMBER ALEXANDER: I guess I'd
13 like to -- if the Clerk has a copy of the
14 previous bids for construction documents, can we
15 see some of those? I wasn't involved in that
16 process on getting the drawings for English Oak.
17 ATTORNEY WEED: Somewhere it'll be
18 written down who owns the drawings, and if it's
19 not, you may assume that you own them until
20 someone fusses about it.
21 And the other thing, too, is, you know,
22 Carol could just ask MacTec to, you know --
23 COUNCILMEMBER ALEXANDER: Sign a
24 release?
25 MS. STEPHENS: I'll do that first thing

Page 106

1 in the morning.
2 ATTORNEY WEED: And I'm sure that, you
3 know, with Carol's powers of persuasion, she'll
4 get them to agree. I have no doubt.
5 MS. STEPHENS: That's right.
6 MAYOR JENKINS: I have some people in
7 the audience. Are you ready to listen to them
8 before we go any further?
9 MS. STEPHENS: Okay.
10 MAYOR JENKINS: Ms. Vera Bailey, come
11 up to the microphone.
12 MS. BAILEY: Do I have to come up
13 there?
14 MAYOR JENKINS: If you can get through
15 to her, yes. Talk to her.
16 MS. BAILEY: Can you hear me?
17 MAYOR JENKINS: She wants you to come
18 to the microphone.
19 MS. BAILEY: I would just like to say
20 I'd like to see us go ahead with the park. We
21 need it.
22 MAYOR JENKINS: Yes. We agree with
23 that.
24 MS. BAILEY: We would appreciate it.
25 MAYOR JENKINS: Yes, ma'am. Thank you.

Page 107

1 MAYOR JENKINS: Winfred Holloway?
2 COUNCILMEMBER PITTMAN: He's gone.
3 COUNCILMEMBER SPANGLER: He left.
4 MAYOR JENKINS: Bill Brown?
5 MR. BROWN: Good evening. My name is
6 Bill Brown. I'm with Halpern Enterprises.
7 I'm here tonight to speak on behalf of
8 the family. They are definitely in support of
9 renovation of the park. It obviously needs some
10 updating. And while we recognize that it is a
11 city park, any input or assistance from the
12 family can be made available.
13 By way of example, we were laughing
14 this afternoon that at some point there was a
15 plaque drilled into a rock, and somehow, some
16 way, that's been removed. So that's an improve-
17 ment they'd like to see.
18 COUNCILMEMBER SPANGLER: What would
19 Mr. Halpern be willing to do to the park,
20 Mr. Brown?
21 MR. BROWN: I can't speak to that at
22 this point. You know, we've seen some
23 preliminary drawings. I know they've been in
24 our office since the fall, since I've been with
25 the company.

Page 108

1 But as far as engaging with anyone, you
2 know, the family is willing to do that, you
3 know, recognizing at the same time it is city
4 property.
5 COUNCILMEMBER PITTMAN: I had spoken
6 with him a while back, and he indicated once we
7 got some plans together he would be glad to meet
8 with us and talk to us about it.
9 MR. BROWN: Yes.
10 MAYOR JENKINS: He talked to me --
11 MR. BROWN: The sign.
12 MAYOR JENKINS: -- quite a while back.
13 MR. BROWN: Carolyn Halpern
14 Oppenheimer, his sister, I know she's interested
15 in seeing the sign updated.
16 MAYOR JENKINS: We need to do that as
17 soon as possible. It looks terrible. Thank
18 you.
19 COUNCILMEMBER PITTMAN: And we
20 appreciate it. Thank you.
21 MR. BROWN: Absolutely.
22 COUNCILMEMBER FLEMING: Thank you.
23 MAYOR JENKINS: Stuart Anderson?
24 MR. ANDERSON: Earlier the Mayor
25 commented to apologize, something about not

Page 109

1 calling my name, and I said he didn't need to
2 apologize. What I meant to say was my
3 condolences for your loss, just thinking about
4 that.
5 As far as the RFP and this park, the
6 RFP will definitely start things going and so
7 I'm certainly in approval of it or support of
8 it.
9 As far as the owning of the drawings,
10 the original MacTec drawing was changed
11 considerably, consultation between Ed Lowe and
12 Carol Stephens and myself. So as far as I'm
13 concerned, the City owns the drawings. I didn't
14 put any copyright on them. So I don't think
15 there's a question of that.
16 But I'm wholeheartedly in support of
17 fixing the thing. They were out there playing
18 soccer in the mud today. We're not going to fix
19 it if we don't start putting some gates and
20 fences and the things that are designed into
21 that park, into that park.
22 Thank you.
23 MAYOR JENKINS: Thank you, Stuart.
24 Tom Hart?
25 MR. HART: I was hoping that Halpern

Page 110

1 Park would turn out to be less expensive than
2 English Oak Park.
3 First of all, the drawing. There were
4 two drawings for this park when I was on the
5 City Council, one that we approved and one that
6 just showed up. So I don't know which one
7 they're bidding on. And then we have -- usually
8 these drawings are artist's renderings. They're
9 just concept drawings. They're usually copy-
10 righted and they usually -- you know, the
11 concept is, you know, just like a set of plans
12 that are also copyrighted.
13 But one thing that we need to do is
14 make sure that we survey the park first before
15 we do artist renderings. Like English Oak Park,
16 we drew a park for a four-acre park that turned
17 out to be only one acre with a fence in the
18 middle of it because no one bothered to do a
19 survey and find out who owned the property.
20 That's real important.
21 So if this RFP is being sent out and a
22 lot of people would like to bid on it --
23 We'd like to find out if there's a
24 survey for the park property and find out who
25 owns the property and who owns the pipes and the

Page 111

1 sewer lines and everything else that run through
2 the park property and right-of-way.
3 And also perhaps that maybe competitive
4 drawings could be submitted to the Council.
5 Perhaps there are bids that would save the City
6 money as well as different concepts that are not
7 so limited as the current drawing. There were a
8 lot of things that we tried to put into the park
9 that were rejected. So if the RFPs could be
10 competitive in terms of design as well as the
11 engineering drawings, it would be good.
12 Thank you.
13 MAYOR JENKINS: Thank you.
14 COUNCILMEMBER FLEMING: Carol, was this
15 MacTec's standard RFP that went out for English
16 Oak as well?
17 MS. STEPHENS: No. It was a little
18 different. It's bigger, more detailed.
19 COUNCILMEMBER FLEMING: More detailed.
20 COUNCILMEMBER PITTMAN: And there was a
21 survey done, correct?
22 MS. STEPHENS: There was a topo done,
23 yes, on all the parks, three parks -- English,
24 Autumn and Halpern.
25 COUNCILMEMBER FLEMING: I'd like to

Page 112

1 make a motion that we send out an RFP for
2 construction documents for the Halpern Park.
3 COUNCILMEMBER PITTMAN: Second.
4 MAYOR JENKINS: Anymore discussion?
5 Call the roll.
6 COUNCILMEMBER ALEXANDER: Did you have
7 time to review this?
8 MAYOR JENKINS: Oh, excuse me.
9 ATTORNEY WEED: No. I haven't been
10 given it.
11 COUNCILMEMBER ALEXANDER: Okay. I just
12 saw one typo under scope of services. It says
13 landscape architectural and it repeats
14 architectural again. That's all I noticed.
15 MAYOR JENKINS: Anymore discussion?
16 COUNCILMEMBER BATES: I would like to
17 see if we can get permission from MacTec to
18 release the drawings.
19 MS. STEPHENS: Okay. I'll do it in the
20 morning and I'll e-mail all of you. Is that
21 good? Okay.
22 MAYOR JENKINS: Do you have those
23 drawings?
24 MS. STEPHENS: Yes, sir.
25 MAYOR JENKINS: I thought they were

Page 113

1 here.
2 MS. STEPHENS: Yes, sir, I thought they
3 were here too. I do have a smaller copy. I
4 think Pam has one.
5 MAYOR JENKINS: Can you bring them up
6 so the citizens can see it?
7 COUNCILMEMBER FLEMING: This is --
8 MS. STEPHENS: Yes, sir.
9 COUNCILMEMBER FLEMING: -- the most
10 current; correct?
11 MS. STEPHENS: Yes.
12 MAYOR JENKINS: Yeah, that's it. But
13 we had one in a big piece of --
14 MS. STEPHENS: Yes, sir.
15 MAYOR JENKINS: -- heavy cardboard.
16 MS. STEPHENS: Yes.
17 MAYOR JENKINS: Can you bring that up?
18 MS. STEPHENS: I do not have that one.
19 CLERK BLACKMON: Sir, I believe that's
20 here. I believe they're back in Scott's office.
21 MAYOR JENKINS: You got it?
22 MR. HAEBERLIN: We have it.
23 MAYOR JENKINS: We'll put it out where
24 everybody can look at them.
25 Call the roll, please.

Page 114

1 CLERK BLACKMON: Councilmember
2 Alexander?
3 COUNCILMEMBER ALEXANDER: Yes.
4 CLERK BLACKMON: Councilmember Bates?
5 COUNCILMEMBER BATES: Yes.
6 CLERK BLACKMON: Councilmember Fleming?
7 COUNCILMEMBER FLEMING: Yes.
8 CLERK BLACKMON: Councilmember Pittman?
9 COUNCILMEMBER PITTMAN: Yes.
10 CLERK BLACKMON: Councilmember Roche?
11 COUNCILMEMBER ROCHE: Yes.
12 CLERK BLACKMON: Councilmember
13 Spangler?
14 COUNCILMEMBER SPANGLER: Yes.
15 MAYOR JENKINS: All right.
16 MS. STEPHENS: Thank you.
17 COUNCILMEMBER FLEMING: Thank you,
18 Carol.
19 COUNCILMEMBER PITTMAN: Thank you.
20 CLERK BLACKMON: Sir, it's 9 o'clock.
21 MAYOR JENKINS: Bob Roche?
22 COUNCILMEMBER ROCHE: It's 9 o'clock,
23 Mayor. I'd like to hold this off.
24 I do have a quick question. Where are
25 the fees? Are they on the Web site anywhere,

Page 115

1 the different fees for different licenses,
2 et cetera, et cetera?
3 CLERK BLACKMON: I did not put those
4 together.
5 Scott, have you given them to Luke?
6 COUNCILMEMBER ROCHE: Because they're
7 not part of the ordinance, either. I went
8 digging around looking for them. I couldn't
9 find them.
10 CLERK BLACKMON: He should have put the
11 ordinance on there.
12 MR. HAEBERLIN: Well, you've just got
13 one stand-alone since I've been here, which is
14 2009-03, and I can make a copy for each Council
15 member.
16 COUNCILMEMBER ROCHE: Well, I can get
17 the ordinance. I'm just saying does that list
18 the fees there?
19 MR. HAEBERLIN: This only is a partial
20 fee schedule. This is just the ones done since
21 I have been employed with the City.
22 ATTORNEY WEED: Right. Scott's
23 absolutely correct about that. He wanted to
24 kind of subdivide it into sections, and we're
25 still working on it.

Page 116

1 COUNCILMEMBER FLEMING: The plumbing
2 permits and interior finishes, all of that --
3 COUNCILMEMBER ROCHE: No, I got all
4 that.
5 COUNCILMEMBER FLEMING: -- are not
6 available, but this is in an ordinance form.
7 MAYOR JENKINS: Okay.
8 COUNCILMEMBER ROCHE: I'll have to
9 delay that till next time, I guess.
10 MAYOR JENKINS: We're going into -- our
11 time is up on the meeting. We're going into
12 citizens comments, and Bob Spangler is going to
13 start it off.
14 COUNCILMEMBER SPANGLER: Mr. Adams is
15 on the agenda tonight, and he decided to
16 postpone his agenda item because of Lamar Lang
17 passing.
18 I just wanted to comment, Lamar has
19 been a dear friend and ally to me ever since I
20 have lived in Doraville. I first became
21 acquainted with him when he owned a park-and-
22 shop down on Peachtree Industrial and I serviced
23 his store; I met him.
24 Some people, the first time you meet
25 them, you just automatically like them or

Page 117

1 dislike them, and Lamar was one of those kind of
2 people that I just absolutely liked the first
3 time I seen him. He's always been honest and
4 upstanding, and I believe he was a Councilperson
5 here for about 39 years.
6 MAYOR JENKINS: 38/39 years, yeah.
7 COUNCILMEMBER SPANGLER: I just want to
8 say the city has lost a fantastic resident.
9 MAYOR JENKINS: We have the flags at
10 half mast, that's the reason, because he's been
11 here so long.
12 And Lamar has been instrumental in
13 keeping the City in good financial shape. He
14 was always a finance person and he was stingy as
15 a goat. So that's the reason -- one of the
16 reasons that the City is in good financial shape
17 -- Gene Lively, him, and of course your imme-
18 diate mayor. I've been here quite a while, too.
19 But Lamar was a good man, we will miss
20 him, and I don't know what else to say. He just
21 was a good man.
22 Do you have any more to add?
23 COUNCILMEMBER SPANGLER: There's lots
24 more that could be said --
25 MAYOR JENKINS: Yes.

Page 118

1 COUNCILMEMBER SPANGLER: -- but I just
2 would like to take a minute and, you know, say a
3 little prayer for Mr. Lang and his family and
4 all of his friends.
5 MAYOR JENKINS: All right.
6 - - -
7 (Brief silence)
8 - - -
9 MAYOR JENKINS: Okay.
10 COUNCILMEMBER BATES: Mr. Mayor, if I
11 may very briefly, in case you have not heard,
12 Lamar Lang did pass away on Sunday morning, and
13 he was immediately followed in passing by the
14 Mayor's brother who also passed on Sunday
15 morning. So our sympathies to the Lang family.
16 UNIDENTIFIED SPEAKER: Lamar was
17 Saturday.
18 COUNCILMEMBER BATES: Or Saturday. I'm
19 sorry.
20 MAYOR JENKINS: Saturday morning, yes.
21 COUNCILMEMBER BATES: My sympathies to
22 the Lang family and to the Jenkins family as
23 well.
24 MAYOR JENKINS: It was kind of ironic.
25 The Lang family and the Jenkins family was the

Page 119

1 two that passed, were neighbors for years and
2 years and years and were friends, their kids
3 raised up together and all. But it's kind of
4 funny the way the good Lord works, and they're
5 both resting in peace now so I feel good about
6 it.
7 Okay. Citizens comments. Who's first?
8 Mr. Noonan? Well, wait just a minute,
9 Mr. Noonan.
10 MR. SEEVER: My name is Dick Seever.
11 My family and I have been residents of Haviland
12 Lane for it'll be 49 years come this August,
13 and I'm a bit embarrassed to tell you that this
14 is the first time I've been up here to speak to
15 the group. My family and I have spent our years
16 serving outside of this community, and I think
17 after about 49 years, it's time that we served
18 this community.
19 So Your Honor, my condolences, and
20 Councilmembers, citizens.
21 I'm here to speak on behalf of the
22 community gardens project that we're trying to
23 get underway. We've tried to pick different
24 names for -- one of the members of the group
25 picked the name Doraville Unity Gardens, and I

Page 120

1 think it was appropriate because the three
2 letters would be DUG, which would be appropriate
3 for a garden, I guess.
4 Tomorrow night, we'll have our third
5 weekly meeting of the planning committee. And
6 it's been interesting. It's a very diverse
7 group. There's not a bashful one in the group.
8 Some of the members are here this evening.
9 There's a lot of talent in the group,
10 wonderful talent. We have Lee Flier who is
11 going to be doing the design. She's going to be
12 presenting the preliminary drawings tomorrow
13 evening, and she's going to do the garden
14 planning and she's also going to do the
15 education. What a jewel it is to have someone
16 like that as a member of our group.
17 We have already selected a lady to be
18 the treasurer, who happens to be a CPA and
19 accountant. Her name is Heather Isaacson.
20 We have a secretary. Her name is
21 Theresa Littleton. She works for a firm of
22 attorneys.
23 And everything that comes up, we have
24 people that step forward. And it's wonderful to
25 work with people who always step forward and

Page 121

1 volunteer to do some of the different things,
2 even such basic things as picking a mission
3 statement and cleanup. I mean we asked for
4 someone to, you know, head up the clean-up crew
5 for Wheeler and Chestnut. And I thought surely
6 it would be a man, but a young lady, YaJara
7 Weiner-Huice. I call her Ya.
8 So anyway, we've got a wonderful group
9 of people.
10 We've spent a lot of time talking about
11 structure, and it boils down to three options
12 we've discussed. One is having -- right now,
13 we've got the Wheeler-Chestnut and we've got the
14 site in Oakcliff. We've talked about letting
15 each of those groups be separate, have
16 neighborhood groups decide what they want in the
17 form of garden.
18 The second option was to have two
19 groups that have an umbrella over those two
20 groups.
21 And the third option is to work with
22 Carol, be part of the Parks and Recreation.
23 When you think about that, it makes a lot of
24 sense. And that's the way Decatur operates;
25 their community garden are a part of the parks.

Page 122

1 There's an individual over the parks, and he has
2 an assistant working for him that manages the
3 community gardens.
4 The obstacle, the major obstacle to
5 having the two and the one with the umbrella is
6 that the license that we're being asked to sign
7 contains an indemnity clause, and that indemnity
8 clause requires the volunteers to indemnify the
9 City against any loss, and so basically we're
10 asked to put up our financial, whatever position
11 that might be, to indemnify the City.
12 Now, we can say, well, we can get
13 waivers. Okay. Well, there will be waivers.
14 Volunteers will all issue waivers, the people
15 who rent the plots will issue waivers. But
16 those people who come on that property, you
17 can't get a waiver from them. Visitors or
18 school children or whatever, you cannot get
19 waivers from them. So if anything is caused,
20 any problem is caused, they bring action against
21 the City, the way the license is now worded, we
22 would be responsible for that.
23 We can't do that. I mean that has to
24 be somehow changed and whatever. And I know
25 that Attorney Weed has been working on that.

Page 123

1 He's been in contact with the people in Decatur,
2 they've like exchanged back and forth, and
3 hopefully we can get that resolved so we can
4 kind of really decide, you know, what we want to
5 do in that regard.
6 So that's kind of where we are, and I'd
7 like to entertain any questions. If we've got a
8 couple minutes, I'd like any questions from any
9 Councilmembers -- you know, what we're about,
10 what we're thinking about or what we plan to do.
11 I will say before you ask the
12 questions, our goal -- my goal from the day we
13 got started, and that was March the 20th, was to
14 help unify the city, to help bring people out of
15 their houses, get them in the gardens working on
16 plots side by side, getting to know each other,
17 getting to appreciate each other. And sometimes
18 we judge people by the way they look and the way
19 they act or some of the things they've said.
20 I'm glad that people don't judge me that way.
21 I've said plenty of things that I regret.
22 But that's the way we want people to
23 get acquainted in this community. This
24 community needs to be healed.
25 Any questions?

Page 124

1 MAYOR JENKINS: Two minutes.
2 MS. FENG: Is it flower or vegetable?
3 UNIDENTIFIED SPEAKER: Both.
4 MR. SEEVER: Absolutely right. We're
5 going to make the city proud. It's not going to
6 be all vegetables. There's going to be nice
7 flowers, but it's going to be principally
8 vegetables.
9 And what we hope to do is some of these
10 vegetables be outreach. We're going to adopt a
11 family or families. We're going to try to feed
12 the people who might be out of work, so there's
13 going to be an outreach. We're not going to do
14 a selfish thing.
15 One thing I will say about vegetables,
16 somehow it got out that we were going to mass
17 produce vegetables to feed the world. We're not
18 going to do that. This is going to be plots
19 that's going to be there to attract citizens to
20 come out and work side by side. So it's not
21 going to be that, so we don't have to insure or
22 protect against liability of mass-produced
23 vegetables that are perishable and might cause
24 somebody some real difficulty.
25 COUNCILMEMBER FLEMING: I have a

Page 125

1 question. You made a comment about renting the
2 plots?
3 MR. SEEVER: Well, I mean Decatur does
4 not rent the plots, and that's going to be my
5 recommendation, that we do not rent the plots.
6 In Decatur, in order to become a
7 plotholder, you have to become a member of the
8 garden club. You have to actually become --
9 And you have to abide by the rules.
10 There are very strict rules. In other words,
11 there was like one lady, she wanted her plot
12 just to be wild. Well, you can't allow someone
13 to have it be wild with weeds and whatever. So
14 there's very strict rules, but we do not
15 anticipate charging for that.
16 COUNCILMEMBER FLEMING: Thank you.
17 MR. SEEVER: Thank you very much.
18 MAYOR JENKINS: Thank you, Dick.
19 Appreciate that.
20 COUNCILMEMBER SPANGLER: Can I make a
21 comment about gardening?
22 MAYOR JENKINS: Yes.
23 COUNCILMEMBER SPANGLER: I'd just like
24 to make a comment.
25 We've got a couple of neighbors in

Page 126

1 Oakcliff that have done a tremendous job on the
2 plots here at City Hall if anybody notices front
3 and back entrances, and also the flower boxes in
4 Oakcliff on Pin Oak and also on Windsor. And
5 that would be Mrs. Roberts and Ms. Weese. So
6 they did a beautiful job as always.
7 - - -
8 (Applause)
9 - - -
10 MAYOR JENKINS: Mr. Noonan?
11 MR. NOONAN: I just got a couple
12 comments here.
13 Murray, do you charge to read those
14 e-mails?
15 ATTORNEY WEED: Yes, sir.
16 MR. NOONAN: You do. Okay.
17 I think quite a few meetings back, we
18 determined that the best way to utilize our City
19 Attorney was to get permission from the Mayor
20 before you engage with the City Attorney. Is
21 that what we're doing now, Ray? Are they coming
22 through you before they spend the City's money?
23 MAYOR JENKINS: I don't think so.
24 MR. NOONAN: Well, I think we need to
25 adhere to our financial policies.

Page 127

1 MAYOR JENKINS: Some are.
2 MR. NOONAN: We decided this quite a
3 while back, that if you're engage with the City
4 Attorney, you have to get permission from the
5 Mayor first.
6 This Johns Creek jail contract, I don't
7 believe that jail costs us any more whether it's
8 full or empty, so that cost is fixed. So the
9 only variables you have would be two meals a
10 day, fingerprint cards and a photograph. And if
11 I'm not mistaken, all of that amounts to --
12 What was that, Chuck? Six dollars?
13 CHIEF ATKINSON: Breakfast is $2.85,
14 lunch is $2.85.
15 MR. NOONAN: So that's six bucks right
16 there, and fingerprint cards are 20 cent apiece.
17 So it's basically costing us six bucks, so
18 that's a no-brainer as far as I'm concerned.
19 And if I'm not mistaken, when Chief
20 King was talking about this contract a while
21 back, I think he proposed a minimum fee.
22 Murray, would you be aware of that? In
23 previous negotiations, was there a minimum fee?
24 ATTORNEY WEED: I don't recall a
25 minimum fee, no.

Page 128

1 My recollection was the fee that's put
2 forward in the contract, and then at one point
3 it was talked about to cover any additional
4 risk, an additional two dollar charge. That's
5 my best recollection in regard to fees.
6 MR. NOONAN: Okay. Well, I recall --
7 I'll have to look back through the minutes, but
8 I believe Chief King was going to require a
9 minimum fee. And at six bucks a head and we're
10 charging 50 bucks, I mean that seems like a
11 pretty good deal to me.
12 In regards to Halpern Park, could
13 somebody instruct Luke Howe to maybe look for
14 some grant money instead of coming out of our
15 pocket?
16 MAYOR JENKINS: They're working on that
17 as we -- Luke is working on it.
18 MR. NOONAN: Okay. Well, that's all I
19 have to say. Thank you.
20 MAYOR JENKINS: Thank you.
21 Stuart?
22 MR. ANDERSON: Stuart Anderson.
23 I had a business across from Lamar Lang
24 for ten years and I also know and miss Lamar
25 Lang, his humor, and he was a good guy.

Page 129

On the e-mails relative to Mr. Weed and attorneys and loopholes, would it be possible if you want to send e-mails and they don't have to be attorney-client privilege, to send him an e-mail and then make an e-mail with the difference -- and I'm trying not to be facetious here, but just change two or three words that then can be given to the public or allowed to be published, and then that e-mail or that document is no longer attorney-client privilege because that's not exactly the document that you sent to Murray. Attorney loopholes.

I haven't done five minutes.

MAYOR JENKINS: No. I'm sorry.

MR. ANDERSON: Just debating here.

MAYOR JENKINS: Two minutes.

MR. ANDERSON: Question for Murray.

What's a nonpartisan election and what's a partisan election? I'm showing my ignorance here. How can you be in a partisan or nonpartisan election?

ATTORNEY WEED: I'm not being unfriendly.

Would the Council like me to answer that question?

Page 130

MAYOR JENKINS: Yes.

Can't you put it very simple?

MR. ANDERSON: Speaking of loopholes. Sorry.

MAYOR JENKINS: I'll say the answer is nonpartisan is you're not running as a Democrat or a Republican, but if it's partisan, then you're running one way or the other.

MR. ANDERSON: I appreciate that.

ATTORNEY WEED: That's generally correct. The concept is officially are you a nominee from a political party and are you that party's nominee? Are you running underneath the heading of being a political party's nominee? That's the technical definition under the Hatch Act.

COUNCILMEMBER ROCHE: There's no primary.

MR. ANDERSON: If I have a button and it's voting for Brian Bates for Mayor --

MAYOR JENKINS: He's nonpartisan.

UNIDENTIFIED SPEAKER: That's nonpartisan.

MR. ANDERSON: That's nonpartisan.

MAYOR JENKINS: He don't go Democrat or

Page 131

Republican.

MR. ANDERSON: I see. He's a nonpartisan. Okay. Thank you.

MS. BIRD: My sympathies, Mayor Jenkins from me and my family concerning the loss of your brother.

I'm real pleased about the interest in planting more trees. My question here -- and I hope this will be taken in consideration in the same way that we talked about the cars that are for sale, that we work with the businesses, that we approach this in a real joint way of helping them accomplish what may be an expense for them. I assume this will be an expense that will be put on the businesses. But we might take advantage of building some relationships between the community and the businesses, because they're struggling right now and we want to keep everybody as happy as we can and keep them here. Possibly do some community tree planting in combination with planning out the space and just showing our good faith and our willingness to help this happen.

I'm real pleased, though, that it is being brought up.

Page 132

And in terms of the money that is being taken in for prisoners from other cities, I hope that you will look at it with the same scrutiny that for instance was done with the coffee shop, that we don't want to lose money. With the statements made, I don't believe we're losing that much. I think any is too much. I'm a firm believer in keeping a good relationship with our neighbor cities. That helps us, I'm sure, and will help us some way in the future to keep that kind of relationship going, but I do hope we don't choose to lose money from that.

So thank you.

MAYOR JENKINS: Thank you.

COUNCILMEMBER SPANGLER: I'd just like to add a comment to what Ms. Bird said about working with the businesses on the landscaping. There was an article in the AJC yesterday that everybody should read about the Asians moving into Gwinnett County, especially Satellite Boulevard. It's a real interesting article. I think if we don't start working with our businesses, our current business owners now, that we're going to have a huge problem. Everybody's going to be flocking to Gwinnett

Page 133

1 because they're sure putting the welcome mat out
2 for these people. As we turn them away, they're
3 gladly accepting them.
4 Mr. Hart has a question.
5 MAYOR JENKINS: Susan, did you want to
6 --
7 MS. CRAWFORD: Susan Crawford,
8 Oakcliff.
9 How are we turning people away?
10 COUNCILMEMBER SPANGLER: Just think
11 about some of the things that we're doing.
12 We're not being open to the businesses and we're
13 not letting them know what's going on.
14 We as a Council have asked for some of
15 this information to be passed out to the
16 business owners. Am I correct, Mr. Brown?
17 MR. BROWN: Yes, we would like more
18 information.
19 COUNCILMEMBER SPANGLER: And not giving
20 them information on the changes that we're
21 making, we're driving some of them away, among
22 other things.
23 MS. CRAWFORD: Okay. What are the
24 other things?
25 I agree that people should be aware of

Page 134

1 what's going on. And I'm not sure whose respon-
2 sibility that should be, but I do think people
3 should be well informed. But what are the other
4 things?
5 COUNCILMEMBER SPANGLER: Well, we'll
6 just stop right there with that, Ms. Crawford.
7 I think that's enough, really.
8 MS. CRAWFORD: Am I being dismissed?
9 COUNCILMEMBER SPANGLER: I'm not being
10 dismissive. I'm just not going to answer any
11 more at this time.
12 I'm just going to say the biggest
13 problem we have and that we've had in the past
14 is not working with the business owners in the
15 city.
16 MS. CRAWFORD: Okay. Well, forgive me
17 for being so blunt, but we're so concerned about
18 disseminating information but yet you refuse to
19 answer my question.
20 COUNCILMEMBER SPANGLER: Well, I just
21 don't feel like I need to answer your question
22 at this time. I'll answer it at a later date.
23 MAYOR JENKINS: Thank you, Susan.
24 Tom?
25 MR. HART: First of all, with the

Page 135

1 passing of Lamar, Lamar lives on my street, and
2 it's one reason why I got involved in politics.
3 Lamar, his door was always open. I always used
4 to take -- I had a little Sheltie named Fred,
5 and Fred would go visit Lamar. And he had that
6 big-screen T.V. in there, and we'd go and sit
7 down and talk about things from the H-Mart and
8 what was going on, how they're spending money.
9 And Lamar had a little chair in there
10 in the front office out there, and it was called
11 the "vice mayor's chair." And I would come up
12 to pay a bill or whatever at City Hall, and Fred
13 would always come with me. And Fred didn't need
14 a leash; he just walked in with me. And he
15 would go sit -- Lamar would have him come behind
16 the counter, and he'd go and sit down next to
17 Lamar.
18 And Lamar said to me that when the city
19 was a small, little town, it was friendly.
20 Lamar was sharp as a tack when it came
21 to finances for the city. He was one that
22 wanted to buy the park property across the
23 street here. And the reason why we have the
24 Civic Center is because Lamar insisted on
25 purchasing those pieces of property. He always

Page 136

1 thought that, you know, developing in the future
2 and putting aside money for lands and properties
3 to build things, and sinking funds.
4 And the guy, he got along well with
5 Priscilla. She was the CPA and the CFA of the
6 City.
7 And Lamar was my friend. I miss him.
8 MAYOR JENKINS: Thank you.
9 MR. CRAWFORD: Ben Crawford, Oakcliff.
10 And I'm kind of a little confused here.
11 I see that we have a member of the business
12 community here tonight, and I applaud that.
13 I made mention last time I was here
14 that it seems to me that the business community
15 to a large extent is up in arms and all upset
16 with things that get done within the city after
17 the fact.
18 Where were they during the compre-
19 hensive land use plan? Why haven't they been
20 coming to these meetings all along like all the
21 other citizens have in the city? If they wanted
22 to be partners, they would have been here at
23 City Council meetings listening to the legis-
24 lation being put forth, engaging in discussions.
25 This is a representative government.

Page 137

1 Be here.
2 They're not here. How many are here
3 tonight, Bob?
4 MAYOR JENKINS: Thank you.
5 Bill? Make it short, Bill. We're over
6 time already.
7 MR. ADAMS: You know, we're talking
8 about Halpern Park. When I go back to '67, down
9 here on this little league field, I don't know
10 how long Joe our coach with Big 10 basketball,
11 but I don't know of any business in this city
12 since the sixties that's done more for the
13 little league and the children than Mr. Halpern
14 and his sons.
15 MAYOR JENKINS: Agree with that.
16 MR. ADAMS: And I never went to him one
17 time, not one time, that he did not contribute
18 if it was basketball, football or baseball. We
19 got the money because of Mr. Halpern.
20 MAYOR JENKINS: Thank you.
21 Motion to adjourn?
22 He's already been up one time.
23 You already spoke, Stuart.
24 MR. ANDERSON: No, but it's an answer
25 to a question.

Page 138

1 MAYOR JENKINS: One minute.
2 MR. ANDERSON: One minute. Stuart
3 Anderson.
4 Relative to what we are or are not
5 doing with the business community, at the garden
6 group, Ms. Huice -- I can't pronounce her name -
7 - and Clint Howard recommended that we ask the
8 business community for sponsorships, and
9 Mr. Crawford made a powerful speech that we
10 should exclude these people, and that carried
11 the day. So I just want to mention that.
12 As far as welcoming these people or
13 getting them to participate, the motion was made
14 and one person at the garden community didn't
15 want it, didn't want any of the involvement by
16 the business community, and I think that's poor.
17 COUNCILMEMBER BATES: Motion to adjourn
18 the meeting.
19 COUNCILMEMBER SPANGLER: Second.
20 MAYOR JENKINS: Call the roll, please.
21 CLERK BLACKMON: Councilmember
22 Alexander?
23 COUNCILMEMBER ALEXANDER: Yes.
24 CLERK BLACKMON: Councilmember Bates?
25 COUNCILMEMBER BATES: Yes.

Page 139

1 CLERK BLACKMON: Councilmember Fleming?
2 COUNCILMEMBER FLEMING: Yes.
3 CLERK BLACKMON: Councilmember Pittman?
4 COUNCILMEMBER PITTMAN: Yes.
5 CLERK BLACKMON: Councilmember Roche?
6 COUNCILMEMBER ROCHE: Yes.
7 CLERK BLACKMON: Councilmember
8 Spangler?
9 COUNCILMEMBER SPANGLER: Yes.
10 MAYOR JENKINS: Thank everybody for
11 coming.
12 - - -
13 (Meeting adjourned at 9:35 p.m. the same
14 day.)
15 -o0o-
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Page 140

1 C E R T I F I C A T E
2 E OF GEORGIA]
3 TY OF DEKALB]
4 I hereby certify that the foregoing transcript
5 taken down, as stated in the caption, and the
6 eedings were reduced to typewriting under my
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9 correct record of the evidence given at the said
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11 I further certify that I am neither a relative
12 mployee or attorney or counsel to any of the
13 ies, nor financially or otherwise interested in
14 matter.
15 This the 12th day of October, 2008.
16
17 _____
18 Theresa Bretch, CCR
19 Permit No. B-755
20
21 [SEAL]
22
23
24
25

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$

$1,033 (1)
10:17
$10 (2)
59:25;60:23
$1400 (1)
65:19
$15 (1)
11:2
$160,000 (1)
7:23
$2.00 (1)
56:20
$2.85 (2)
127:13,14
$20 (1)
62:17
$2800 (1)
64:24
$30 (2)
10:22;11:3
$353 (1)
10:20
$50 (6)
59:12,15,16;60:22;
62:22,23
$50.00 (2)
71:20;77:3
$60 (2)
59:19,24
$68 (1)
62:15
$8.33 (8)
62:25;63:13,16;
64:5;68:14;74:14,16;
76:20
$88 (1)
62:17

0

07 (2)
70:23,24

1

1 (2)
66:22;96:21
1.2 (2)
97:6,19
10 (2)
79:1;137:10
101 (1)
70:9
15 (4)
5:25;6:19;68:8;
79:2
15- (1)
28:15
15/20 (1)
100:17
15-minute (4)
27:15,16,23;28:14
16/17 (1)
75:24
16th (1)
62:11
17-1/2 (2)
5:24;6:19
175 (1)
78:14

2

2 (1)
96:23
20 (3)
21:20;87:18;
127:16
2005 (2)
14:4;19:12
2008 (4)
54:6;58:8;70:24;
88:19
2009 (2)
88:19;95:4
2009/2010 (1)
96:5
2009-03 (1)
115:14
2010 (1)
95:6
2011 (1)
14:9
20th (2)
64:21;123:13
21st (1)
70:23
23rd (1)
64:15
24 (2)
19:21;20:15
24/7 (1)
66:9
25 (1)
80:25
285 (1)
82:20
2nd (1)
70:24

3

3 (2)
82:5;96:23
3/23/09 (1)
3:19
3/3/09 (1)
54:17
30 (6)
61:9;75:10,15;
96:3,9;97:24
306 (2)
9:20;10:4
30th (1)
83:20
31 (1)
83:24
31st (1)
84:9
365 (1)
58:25
38/39 (1)
117:6
385 (1)
10:5
39 (1)
117:5

4

4 (1)
13:23
4/20/09 (2)
4:13,14
49 (2)
119:12,17

5

5 (3)
18:21,23;22:15
50 (6)
77:17,17;78:23;
79:10,15;128:10
50/100 (1)
93:12
50-14-2 (1)
44:24
50-18-72e (1)
44:24
50-18-72e2 (1)
44:25
50-year (1)
70:20
5-40 (4)
14:1,21;18:8;
20:19

6

6 (1)
35:14
60 (2)
96:9;97:24
608 (4)
15:3;17:16;19:17,
18
67 (1)
137:8

7

7 (2)
53:25;54:2

8

8 (1)
87:5
800 (1)
10:13

9

9 (3)
87:17;114:20,22
9:35 (1)
139:13
90 (1)
42:14
900 (1)
10:13
911 (2)
61:24;73:6

A

abide (1)
125:9
able (8)
14:17;37:11;46:2;
48:24;55:10;56:12;
58:20;91:1
above (2)
69:19,20
absolutely (7)
48:21;82:22;
85:15;108:21;
115:23;117:2;124:4
absorb (1)
14:17
academy (1)
40:4
acceptable (1)
14:6
acceptance (1)
70:10
accepting (1)
133:3
access (1)
58:20
accomplish (1)
131:13
according (1)
63:17
accountant (1)
120:19
accuse (1)
39:10
achieve (1)
88:4
acquainted (2)
116:21;123:23
acquired (1)
102:24
acre (1)
110:17
across (3)
17:21;128:23;
135:22
Act (9)
24:7;32:9,23;33:2;
34:14,20;44:20;
123:19;130:16
acting (2)
55:3;57:19
action (1)
122:20
active (1)
25:10
actively (3)
24:25;94:25;96:20
activities (1)
52:21
Activity (5)
18:23;22:17;25:5;
31:23;65:8
actual (2)
81:1;89:21
actually (15)
36:5;48:25;54:5,
15;55:2;57:14;62:17,
21;72:20;80:22;
83:19;84:13;94:6;
102:5;125:8
actuarial (1)
66:3
adamant (1)
17:5
Adams (3)
116:14;137:7,16
add (2)
117:22;132:16
added (1)
19:18
adding (2)
66:16;67:19
additional (9)
64:22,23;66:17;
67:19;74:19;76:19;
85:20;128:3,4
address (2)
14:1;18:18
adequate (1)
31:15
adhere (1)
126:25
adjacent (1)
92:9
adjourn (2)
137:21;138:17
adjourned (1)
139:13
administrative (1)
27:14
adopt (2)
54:16;124:10
adopted (2)
54:9,17
advantage (1)

131:16
advice (5)
41:23;42:8,9;
72:14;83:12
advise (1)
31:13
advising (1)
26:10
aesthetic (1)
87:21
affecting (1)
24:16
afternoon (2)
27:16;107:14
again (10)
20:8,18;23:24;
37:11;39:4;43:15;
47:17;70:22;73:22;
112:14
against (7)
19:13;31:3;43:19;
97:10;122:9,20;
124:22
agencies (1)
58:6
agency (2)
73:10,11
agenda (12)
45:7;46:1,17,19,
22;47:1,3;48:8;50:5;
54:5;116:15,16
agendas (1)
71:6
ago (5)
8:17;19:23,23;
98:25;100:17
agree (14)
15:19,23;34:24;
41:7;43:25;44:7;
48:25;74:9;85:16;
97:22;106:4,22;
133:25;137:15
agreed (6)
77:6,8,10,12;97:2,
19
agreement (14)
45:13;54:15,16,20,
21;55:6,8;64:15,17;
100:7;102:7,11,25;
103:1
ahead (6)
35:13;49:24;96:7;
101:4,14;106:20
AJC (1)
132:18
Alexander (50)
3:5,6,25;4:1,17,20,
21;13:8,9;50:22,23;
64:12;65:5,11,14,18,
23;67:11;68:4,24;
69:2,12,13,20;74:10;
81:12;82:19;85:20;
86:5,10,15,20;
101:19,23;102:18;
103:6;104:7,13,17,
20;105:1,6,12,23;
112:6,11;114:2,3;
138:22,23
Alexander's (1)
104:1
allegedly (1)
72:10
allow (11)
16:1;17:2,12;18:9;
28:16,18,18,19;
34:16;88:24;125:12
allowed (9)
20:7,10,16;25:24;
29:5;33:13;34:5;
35:21;129:8
allowing (2)
31:18,22
allows (3)
22:19;34:13,14
ally (1)
116:19
almost (3)
51:17;68:9,12
alone (1)
82:2
along (3)
105:10;136:4,20
alternative (2)
16:18;72:12
always (21)
8:22,24;33:21;
37:7;38:1,2,12,15;
40:7;42:8;45:10;
47:14;53:8;117:3,14;
120:25;126:6;135:3,
3,13,25
amendments (1)
16:25
America (1)
42:3
among (1)
133:21
amount (5)
56:14;66:8;74:12;
84:1;95:6
amounts (2)
17:10;127:11
analysis (1)
83:5
and/or (1)
56:6
ANDERSON (21)
18:24;19:3,5,7;
20:2;94:13,14;
108:23,24;128:22,
22;129:15,17;130:3,
9,19,24;131:2;
137:24;138:2,3
answered (1)
24:7
anticipate (1)
125:15
Anymore (7)
13:1;37:9;46:19;
50:12,16;112:4,15
apartments (1)
88:2
apiece (1)
127:16
apologize (5)
19:3,4,6;108:25;
109:2
apparently (4)
37:19;72:9,17;
86:13
appeared (1)
54:4
applaud (1)
136:12
Applause (1)
126:8
appli- (1)
88:1
applicable (1)
17:20
applications (1)
88:24
applied (1)
7:20
applies (2)
46:17,18
apply (3)
32:9;33:3;93:15
applying (1)
26:24
appreciate (9)
7:6;13:22;18:3;
20:24;106:24;
108:20;123:17;
125:19;130:9
appreciation (1)
20:13
approach (2)
92:12;131:12
appropriate (5)
23:5;47:1;48:3;
120:1,2
appropriately (1)
34:2
approval (4)
6:22,22;95:23;
109:7
approve (4)
3:18;59:9;64:18;
84:3
approved (1)
110:5
approximately (1)
87:17
Arbor (1)
93:20
architects (1)
102:8
architectural (8)
90:5,11,13;91:4;
92:13;102:11;
112:13,14
architecture (2)
90:14,17
area (8)
14:24;16:16;21:7;
88:23,25;92:4,9;
95:16
areas (3)
87:16;88:4;92:7
arguably (1)
103:9
arguing (1)
38:21
arms (1)
136:15
army (1)
40:3
around (4)
19:11;44:15;
54:17;115:8
arrest (1)
75:5
arrested (1)
82:20
artfully (1)
93:3
article (5)
62:11;66:7;69:14;
132:18,21
artist (1)
110:15
artist's (5)
96:12;101:24;
102:19;105:4;110:8
Asians (1)
132:19
aside (3)
97:3,19;136:2
aspect (1)
42:25
asphalt (4)
15:13,14;18:6;
21:11
assist (1)
89:11
assistance (1)
107:11
assistant (1)
122:2
associated (1)
56:21
assume (5)
27:13;34:6;74:1;
105:19;131:14
assuming (1)
80:24
assumption (1)
86:9
ATKINSON (44)
58:2,11,18;60:5,
10,17;61:5,11,17,25;
62:5,8;63:25;65:4,9,
13,17,21;67:9,24;
68:21;69:1;75:8,14,
21,25;76:5,8,14;
77:24;78:2,8;79:1,5,
7,11;80:9,12;81:23;
82:22;85:12,15;
86:17;127:13
Atlanta (3)
62:11,14;79:18
attend (1)
25:3
attendant (2)
56:15;57:8
attention (2)
70:25;71:3
attitude (1)
47:13
Attorney (78)
23:25;24:6;26:17;
27:10;28:5,15;29:8;
30:20,23;31:2;32:1,
7;33:15;34:13,24;
35:2;36:9,21,24;
37:4,21;38:3,6,7,11,
14,20,25;39:20,23;
43:19,20,23;44:6,19;
46:5;47:12,23;48:12,
16,19;52:2;54:1;
57:18;59:17;70:4;
71:1,17,23;73:20;
82:9,12;83:2,8,14,21,
24;84:6;85:16,22,25;
87:5;102:4,23;103:8;
105:17;106:2;112:9;
115:22;122:25;
126:15,19,20;127:4,
24;129:12,22;130:10
attorney- (1)
52:16
attorney/client (7)
36:3;44:2,22;
45:21;46:4,9;51:23
Attorney-Client (5)
35:15;41:16;45:3;
129:4,10
attorneys (3)
42:10;120:22;
129:2
attract (1)
124:19
attractive (1)
88:18
at-will (1)
31:16
audience (3)
31:10;102:10;
106:7
audit (3)
62:13;79:20;80:6
auditors (1)
81:3
August (1)

119:12
authority (2)
24:15;104:2
automatically (2)
44:12;116:25
Autumn (2)
98:5;111:24
available (7)
36:15,19;37:5;
49:23;50:5;107:12;
116:6
avoid (1)
84:9
aware (4)
67:24;68:1;
127:22;133:25
away (8)
23:23;76:13;81:8;
86:6;118:12;133:2,9,
21
awhile (1)
19:11

B

babies (1)
7:24
babysit (1)
71:13
Back (31)
14:4;15:9;18:13;
20:3;27:25;58:23;
62:10;63:10,21;66:5;
72:12;75:12;78:24;
81:19;89:18,20;95:6;
96:10;98:8,16;
103:25;108:6,12;
113:20;123:2;126:3,
17;127:3,21;128:7;
137:8
bad (5)
19:15;41:1,21;
52:16;54:24
Bailey (5)
106:10,12,16,19,
24
ball (1)
66:21
balloon (1)
53:1
Bar (1)
40:8
bargain (1)
11:14
baseball (1)
137:18
based (3)
42:3;65:20;69:7
bashful (1)
120:7
basic (1)
121:2
basically (10)
14:22;35:22;
36:24;63:22;64:4;
87:12,16;91:17;
122:9;127:17
basketball (2)
137:10,18
Bates (40)
3:7,8,20;4:2,3,22,
23;7:7,11,18;8:5,8;
11:16;12:1,4,9,21;
13:10,11;48:23;49:5,
12;50:6,24,25;60:25;
61:6;89:24;94:6;
103:25;112:16;
114:4,5;118:10,18,
21;130:20;138:17,
24,25
Bear (1)
41:5
beat (1)
8:2
beautiful (2)
103:16;126:6
became (4)
40:3;55:13;71:1;
116:20
become (3)
125:6,7,8
becomes (1)
36:21
bed (1)
58:24
beforehand (2)
43:7;84:1
begin (1)
43:1
beginning (2)
47:22;88:19
behalf (2)
107:7;119:21
behave (1)
33:18
behavior (2)
32:13;34:2
behind (2)
35:24;135:15
beings (1)
30:2
believer (1)
132:8
Ben (1)
136:9
benches (1)
90:16
benign (1)
25:10
beside (1)
20:16
best (7)
8:23;42:13;72:1,
14;90:18;126:18;
128:5
better (7)
14:12,15;17:25;
68:20;72:25;77:4;
84:12
beyond (1)
71:4
bid (14)
7:8,12,16;8:17;
12:23;100:5;104:10,
12,14,22,23;105:9,
10;110:22
bidding (2)
11:17;110:7
bids (6)
11:23;12:12,17;
104:10;105:14;111:5
big (5)
52:16,16;53:1;
113:13;137:10
bigger (1)
111:18
biggest (1)
134:12
big-screen (1)
135:6
bill (8)
22:24,25;23:1;
107:4,6;135:12;
137:5,5
billed (2)
58:4,6
billing (2)
63:12;65:7
binding (1)
70:7
BIRD (2)
131:4;132:16
bit (8)
14:11;21:23;
35:16;36:6;68:20;
95:12;98:25;119:13
black-and-white (1)
30:7
BLACKMON (48)
3:4,7,9,11,13,15,
24;4:2,4,6,8,10,19,
22,24;5:1,3,5;13:7,
10,12,14,16,18;
49:17;50:21,24;51:1,
3,5,7;86:16;113:19;
114:1,4,6,8,10,12,20;
115:3,10;138:21,24;
139:1,3,5,7
blank (1)
33:2
bleed (1)
32:20
blind (1)
29:25
block (1)
68:18
blowing (1)
53:1
Blue (5)
5:23;7:9,14;8:18;
9:1
blunt (1)
134:17
Bob (7)
23:3;39:10;86:21;
97:11;114:21;
116:12;137:3
Bodker (1)
64:14
boils (1)
121:11
bond (4)
56:6;63:17,19;
64:1
book (8)
31:20;53:12;
74:21,22,22;75:10;
76:7,12
booking (2)
74:24;76:3
both (8)
18:1;34:14,15;
55:11,14;71:11;
119:5;124:3
bother (2)
42:14;85:6
bothered (1)
110:18
bottom (1)
38:5
bottom-line (1)
57:15
bought (3)
40:5,6;92:23
Boulevard (1)
132:21
boxes (1)
126:3
brand (1)
91:22
break (7)
27:15,16,23;28:14,
16;29:4;94:17
Breakfast (1)
127:13
breaking (1)
60:3
Brian (2)
11:21;130:20
brick (7)
14:12;15:24;
20:25;21:4,9,22,22
bricks (3)
22:2,3,5
Brief (2)
94:19;118:7
briefly (1)
118:11
brilliant (1)
42:16
bring (12)
5:21;18:13;37:16;
45:7;63:1,10;74:8;
82:21;113:5,17;
122:20;123:14
bringing (4)
16:25;23:13,16;
89:18
Brinkley (1)
58:3
broken (1)
62:24
brother (2)
118:14;131:6
brought (5)
19:22,23;70:5;
71:2;131:25
Brown (13)
66:8;69:12;107:4,
5,6,20,21;108:9,11,
13,21;133:16,17
Buckhead (1)
21:3
bucks (4)
127:15,17;128:9,
10
budget (9)
95:3,5,6;96:1,5;
97:1,24;98:17;101:3
budgeting (1)
99:22
Buford (1)
89:7
Buick (1)
19:9
build (4)
22:11;93:1;
102:13;136:3
buildable (1)
17:13
building (6)
20:16;29:14;69:8;
93:18;102:14;131:16
built (2)
21:12;47:4
bumper (1)
23:21
bunch (1)
17:14
bus (1)
47:24
business (13)
25:15;86:6,7;
128:23;132:23;
133:16;134:14;
136:11,14;137:11;
138:5,8,16
businesses (6)
131:11,15,17;
132:17,23;133:12
busy (3)
67:6;75:9,15
butions (1)
24:19
button (14)

22:20,22;25:23;
26:2,15,22;27:2;
31:12;32:10;34:5,10,
18,20;130:19
buttons (4)
31:22,24;32:5;
33:13
buy (4)
21:13;22:11;40:6;
135:22

C

C-1/ (1)
87:25
C-2 (1)
88:1
calculate (1)
66:4
calculated (1)
92:5
Call (18)
3:3,23;4:18;13:6;
29:1,2;36:9;50:20;
60:1;63:20;73:6;
74:11;76:7;77:21;
112:5;113:25;121:7;
138:20
called (3)
36:3;51:18;135:10
calling (1)
109:1
calls (2)
27:18,19
came (6)
55:9;56:13;57:7;
70:25;103:17;135:20
camera (1)
85:4
cameras (1)
85:2
campaign (6)
24:5,23,25;25:22;
26:22;27:24
campaigning (3)
25:10;28:7,9
can (95)
7:17;8:2;11:19;
22:20;23:6;24:9,22,
22,23,24,25;25:2,4,
16;26:25;27:10,25;
28:2;29:16,20,21;
30:10,14;31:24;
36:15;40:7;41:20,21;
42:12,13,17,20;44:6,
7;45:5,8,10,10,24;
47:16,19;49:9,22,24;
50:10,12;52:22,23;
53:5;58:2,7;61:12,
14;64:8;68:22,22;
69:4;76:18;77:16,16,
20;79:9;80:17;
81:16;82:1;85:4,11,
16;91:20;93:2;95:7,
15;101:3;102:1,20;
103:10;105:14;
106:14,16;107:12;
112:17;113:5,6,17,
24;115:14,16;
122:12,12;123:3,3;
125:20;129:8,20;
131:19
candidate (3)
24:13,20,22
candidates (1)
25:1
canopy (2)
88:5;91:2
capacity (1)
55:4
Captain (2)
58:3;60:25
car (1)
81:1
cardboard (1)
113:15
cards (2)
127:10,16
care (6)
11:25;66:9;67:16;
72:9;77:23;97:1
careful (1)
26:11
Carl (1)
58:22
Carol (5)
105:22;109:12;
111:14;114:18;
121:22
Carol's (1)
106:3
Carolyn (1)
108:13
carried (4)
23:23;71:5;84:5;
138:10
carriers (1)
8:9
carrying (1)
19:11
cars (2)
80:21;131:10
Carta (1)
42:4
case (7)
55:11,19,23;63:24;
82:14,16;118:11
cases (2)
7:24;30:24
cation (2)
37:19;88:2
caught (1)
27:18
cause (2)
25:11;124:23
caused (2)
122:19,20
caution (1)
30:5
caveat (1)
46:15
CC (5)
42:22,24;44:7,11;
45:12
CC'ed (1)
43:3
cease (1)
42:21
celebra- (1)
93:20
cell (1)
68:7
cent (1)
127:16
Center (1)
135:24
centers (1)
93:8
certain (4)
26:2;33:17;84:1;
88:24
certainly (15)
17:20;27:10;31:8;
34:1;52:20;57:12;
68:21,22;73:21;77:4;
85:25;88:15;90:15;
92:8;109:7
certificate (1)
91:20
cetera (10)
23:12,12;63:12,12;
89:2;91:21;102:14,
14;115:2,2
CFA (1)
136:5
chair (2)
135:9,11
change (1)
129:7
changed (3)
14:5;109:10;
122:24
changes (1)
133:20
charge (10)
56:15;67:19;
68:19;69:12,16;72:3,
15;76:19;126:13;
128:4
charged (1)
69:17
charges (1)
62:15
charging (3)
71:21;125:15;
128:10
check (3)
29:14;75:22;82:24
check- (1)
53:11
checking (1)
68:8
Chestnut (1)
121:5
chief (50)
31:2;56:22;57:20;
58:2,11,18;60:5,10;
61:5,11,17,25;62:5,
8;63:25;65:4,9,13,
17,21,25;67:9,24;
68:21;69:1;74:1;
75:8,14,21,25;76:5,8,
14;77:24;78:2,8;
79:1,5,7,11;80:12;
81:20,23;82:22;
85:12,15;86:17;
127:13,19;128:8
children (2)
122:18;137:13
choice (1)
97:7
choose (1)
132:12
Chuck (1)
127:12
cities (2)
132:2,9
citizen (2)
36:5;85:3
citizenry (2)
40:23,23
citizens (11)
52:9;53:13,19;
99:16;103:18;113:6;
116:12;119:7,20;
124:19;136:21
City (96)
10:7;15:1;17:2,13;
19:13;22:7;24:4;
27:6,9,12;28:3,3,3;
30:15;31:7,19;33:13;
35:18,23,23;36:13,
18,18,21,24;37:3,20;
38:3,6,11,19;39:7,8;
40:15,16,18,22,24;
43:19;48:2;51:21;
52:2;53:12;54:13;
62:4;64:21;66:12,17,
24;67:1;70:8;71:1,3;
75:22;77:5,7;80:13,
17;84:15,20;87:13,
19,21;88:20;89:5,7;
93:11,25;101:25;
107:11;108:3;
109:13;110:5;111:5;
115:21;117:8,13,16;
122:9,11,21;123:14;
124:5;126:2,18,20;
127:3;134:15;
135:12,18,21;136:6,
16,21,23;137:11
City's (1)
126:22
Civic (1)
135:24
claiming (1)
38:6
clarifi- (1)
37:18
clarify (1)
92:21
classes (1)
35:19
clause (7)
54:22;55:18;56:2;
70:14;72:13;122:7,8
cleanup (1)
121:3
clean-up (1)
121:4
clear (3)
25:7;35:7;43:16
clearly (3)
46:8;70:6;79:18
CLERK (50)
3:4,7,9,11,13,15,
24;4:2,4,6,8,10,19,
22,24;5:1,3,5;13:7,
10,12,14,16,18;
49:17;50:21,24;51:1,
3,5,7;52:15;86:16;
105:13;113:19;
114:1,4,6,8,10,12,20;
115:3,10;138:21,24;
139:1,3,5,7
client (5)
40:12,14,14;52:17;
77:1
client/ (2)
38:6;39:19
client/attorney (3)
36:22;44:13,18
clients (1)
44:4
Clint (1)
138:7
closed (1)
35:24
closely (1)
15:22
club (1)
125:8
clubs (1)
24:24
clue (1)
46:1
coach (1)
137:10
Code (9)
15:1,12;17:8;
18:17;46:20;51:25;
89:11;90:22;93:25
coerce (1)
24:18
coffee (1)

132:4
colleague (1)
47:24
collected (4)
58:4,5;60:11,13
columns (1)
9:18
com- (1)
79:12
combating (2)
28:9,10
combination (1)
131:21
coming (5)
77:10;126:21;
128:14;136:20;
139:11
command (1)
67:25
comment (13)
31:19;46:15;47:2,
19;50:1;51:14;99:12,
17;116:18;125:1,21,
24;132:16
commented (1)
108:25
comments (6)
5:20;20:25;46:23;
116:12;119:7;126:12
Commission (1)
15:2
commitment (2)
93:21,24
committee (1)
120:5
common (4)
30:8;33:16;34:1;
69:8
commu- (1)
89:8
communicate (1)
45:14
communicated (1)
70:6
communicating (1)
42:21
communications (2)
43:3;44:9
communities (3)
48:20;88:11;91:17
community (17)
26:25;96:18;
119:16,18,22;
121:25;122:3;
123:23,24;131:17,
20;136:12,14;138:5,
8,14,16
companies (7)
7:12;8:15,17,23;
102:1;104:11;105:11
company (2)
66:15;107:25
compare (1)
78:23
compared (1)
21:6
compatriots (1)
56:4
compensated (1)
71:20
competing (2)
8:6,8
competitive (3)
11:17;111:3,10
complaint (1)
43:18
completely (4)
25:17;33:2;72:13;
91:23
complicated (2)
69:6;92:14
compre- (1)
136:18
computer (2)
28:4;29:14
concept (5)
37:12;42:1;110:9,
11;130:11
concepts (1)
111:6
concern (4)
22:22;25:8;54:10,
19
concerned (11)
16:3;35:16;36:8,
14;39:6;48:10;
54:18;62:19;109:13;
127:18;134:17
concerning (1)
131:5
concerns (4)
17:17;64:14,15;
65:24
concession (2)
71:11;74:2
concrete (11)
15:14,15;16:15;
18:7;19:15;21:10,14,
18,21;57:22,22
condolences (2)
109:3;119:19
conducted (2)
25:15,16
confused (4)
34:23,23;52:19;
136:10
conscientiousness (1)
42:20
consensus (4)
87:8;89:15,22;
94:3
consider (2)
66:15,16
considerable (1)
71:3
considerably (1)
109:11
consideration (2)
70:10;131:9
considered (2)
46:3;82:15
constituents (1)
45:20
Constitution (3)
40:2;42:2;56:1
constitutional (1)
55:21
construction (23)
16:2,5,5,7;17:23;
21:7;89:2;91:23;
93:18;95:21;96:8;
101:22;102:3,22;
104:10,16,18,24;
105:2,5,8,14;112:2
consultation (1)
109:11
consumption (1)
46:14
contact (2)
69:2;123:1
contacted (2)
58:22;66:2
contains (1)
122:7
content (2)
43:2;47:14
context (3)
16:20;17:7;40:11
continue (3)
17:13;18:9;66:20
contract (33)
54:3,7,9;56:14;
57:1,8,11;59:9;63:6,
18;65:1,2;66:22;
67:4,4;70:2,8,16,17,
19,23;71:10;72:21;
73:23;77:6,8;82:11,
18;84:3,5;127:6,20;
128:2
contractor (1)
103:20
contracts (10)
55:10;61:4;64:23,
25;66:19;70:9;71:9;
77:3;84:8;85:20
contract's (1)
83:17
contri- (1)
24:18
contribute (2)
25:2;137:17
control (4)
25:13;29:13;41:5;
71:5
controlled (1)
26:25
controlling (1)
28:22
controversial (1)
45:6
controversial/pornographic/fighting-words (1)
26:21
convinced (1)
55:13
cooling (1)
87:20
copied (2)
37:4;38:5
copies (4)
47:21;52:5,23;
66:3
copy (9)
6:4,8,9;36:20,23;
52:14;105:13;113:3;
115:14
copy- (1)
110:9
copyright (1)
109:14
copyrighted (1)
110:12
correctly (1)
27:5
cost (24)
53:15;58:16;59:5;
61:7;66:1,9;68:5,6,9,
10,15;69:16,18;
80:21,23;81:1,5,6;
85:9;98:9;100:2,4;
101:8;127:8
costing (5)
59:19,24;62:16;
80:10;127:17
costs (18)
53:16,17;58:24,25,
25;59:2;60:14,20;
62:22;66:11;79:20,
23;80:3,7,13;81:5,5;
127:7
couldn't-see-it (1)
19:24
Council (39)
5:17;6:1,3;23:14,
25;35:23,23;36:12,
13,17;37:2;39:8;
40:17,19;41:2;43:8;
46:16;47:25;49:3;
52:9;54:2,15;69:1;
74:8;77:7,10;81:19;
87:8;89:16,18,23;
95:23;97:9;110:5;
111:4;115:14;
129:24;133:14;
136:23
councilman (4)
35:18;47:12;
62:20;70:5
Councilman's (1)
25:8
Councilmember (360)
3:4,6,7,8,9,10,11,
12,13,14,15,17,20,
22,24;4:1,2,3,4,5,6,7,
8,9,10,12,15,17,19,
21,22,23,24,25;5:1,2,
3,4,5,7;6:7;7:7,11,
18;8:5,8;9:13,17,25;
10:3,12,16,19,23;
11:1,5,8,13,16;12:1,
4,7,9,15,18,21,24;
13:7,9,10,11,12,13,
14,15,16,17,18,20,
25;15:18,25;18:2,15,
22;19:1;20:1;22:14,
16;26:13;27:4;28:2,
13;29:3;30:13,21,25;
31:18;32:2;33:6,8,
12;34:3,22;35:1,4,
11,14;38:4,10,13,18,
23;39:1,4,12,16;
43:15,22,24;44:10;
45:15;47:6,7,16;
48:9,13,17,23;49:5,8,
12,14,22,25;50:2,4,6,
7,8,21,23,24,25;51:1,
2,3,4,5,6,7,9,10,15;
52:7;57:13,21;58:9,
13;59:8,12,13,15,16,
18,21,23;60:12,25;
61:6,12,22;62:2,7,
10;64:3,12;65:5,11,
14,18,23;67:11;68:4,
24;69:2,11,13,18,20,
22;71:15,19;73:4;
74:9,20,23;75:2,4,6,
13,17,23;76:2,6,11,
16;78:1,4,11,14,18,
20,21,22;79:3,6,8,12,
14;80:19;81:10,17,
25;82:4,10,19,23;
83:7,13,15,16,19,22;
84:2;85:18,23;86:1,
2,5,8,10,13,15,18,20,
22;89:24;90:1,7;
91:5,9,25;92:21;
93:13;94:1,6,10,23;
96:6,15,18,25;97:8,
12,17,25;98:3,22;
99:3,5,10,13,19,24;
100:2,6;101:16,19,
23;102:18;103:6,25;
104:7,13,17,20;
105:1,6,12,23;107:2,
3,18;108:5,19,22;
111:14,19,20,25;
112:3,6,11,16;113:7,
9;114:1,3,4,5,6,7,8,9,
10,11,12,14,17,19,
22;115:6,16;116:1,3,
5,8,14;117:7,23;
118:1,10,18,21;
124:25;125:16,20,
23;130:17;132:15;
133:10,19;134:5,9,
20;138:17,19,21,23,

24,25;139:1,2,3,4,5,6,7,9
Councilmembers (2) 119:20;123:9
Councilperson (1) 117:4
Council's (2) 71:3,5
Councilwoman (1) 47:18
count (1) 88:25
counter (1) 135:16
counter- (1) 70:6
counteroffer (1) 70:12
counties (1) 30:24
country (1) 72:22
County (5) 5:11,12;73:9;78:15;132:20
couple (10) 7:24;18:7;30:3;36:2;47:10;64:13;87:23;123:8;125:25;126:11
course (10) 16:15;39:12;45:25;49:14;63:11;70:25;93:2,14;95:14;117:17
court (3) 64:1;65:3,10
courthouse (2) 62:6,7
courts (1) 65:4
cover (9) 32:15,16;56:7,15,20;72:4,15;80:1;128:3
covered (1) 55:14
CPA (2) 120:18;136:5
CR (2) 7:4;12:22
craft (1) 93:3
Crawford (9) 133:7,7,23;134:6,8,16;136:9,9;138:9
create (1) 45:1
credit (1) 56:6
Creek (22) 54:3,14,16;56:4;58:15;61:4,9;63:1,9,20,22;64:24;66:13;67:4;70:1,7;71:12;74:6;82:14,15;84:17;127:6
Creek's (1) 82:11
crew (1) 121:4
criticism (1) 99:1
Cross (4) 7:9,14;8:18;9:1
Cross/Blue (1) 5:23
crystal (1) 25:7
CSX (1) 55:23
curb (1) 26:10
current (6) 18:4;22:18;34:3;111:7;113:10;132:23
currently (3) 10:3;11:1;44:20
customers (2) 17:5;22:11
cut (2) 14:15;62:8

D

da (1) 36:1
damage (1) 98:10
daresay (1) 75:8
data (1) 75:5
date (1) 134:22
day (24) 21:3;27:14;29:18,24;36:23;46:12;58:17;59:24,25;60:14,20;62:15,15,17,18,23,24;82:3;92:17;93:20;123:12;127:10;138:11;139:14
days (5) 47:10;58:24;96:3,10;97:24
dead (1) 92:10
deal (3) 58:25;74:5;128:11
dealing (3) 87:22;88:11;92:17
deals (2) 54:10;55:21
dear (2) 100:10;116:19
debate (1) 55:13
debating (1) 129:15
Decatur (4) 121:24;123:1;125:3,6
December (5) 83:20,23,24;84:4,9
decent (1) 41:12
deceptive (1) 16:13
decide (5) 6:1;30:15;85:13;121:16;123:4
decided (6) 8:11,18;56:24;67:10;116:15;127:2
decision (3) 43:8,9;96:11
decisions (2) 35:25;45:19
decreased (1) 59:4
deeper (1) 98:14
default (2) 44:11,14
defend (1) 40:1
defended (1) 31:5
definitely (4) 16:8;17:9;107:8;109:6
definition (1) 130:15
Dekalb (4) 5:11,12;73:8;78:15
delay (3) 5:9,16;116:9
delete (3) 14:22,24;37:11
deliberate (1) 35:25
democracy (3) 40:24,25;41:1
Democrat (4) 23:20;34:7;130:6,25
demonstrated (1) 93:21
dential (1) 19:20
Department (12) 52:4;53:10;61:20,23;65:1,12;66:2,6;69:3;80:17;81:11;85:10
Depends (5) 39:2;46:6,7;102:6,23
deputy (2) 30:24;31:3
design (4) 95:11;102:3;111:10;120:11
designed (1) 109:20
desk (1) 46:9
desperate (1) 95:14
detail (1) 16:9
detailed (2) 111:18,19
detainees (1) 82:8
detector (3) 62:1,3,5
deteriorating (1) 97:4
deterioration (3) 97:20;98:8,19
determine (1) 72:1
determined (2) 73:3;126:18
develop- (1) 87:23
developing (1) 136:1
development (5) 87:11;88:9,17;90:19;91:3
developments (2) 88:7,15
diate (1) 117:18
dicey (1) 26:1
Dick (2) 119:10;125:18
difference (3) 69:24;71:8;129:6
different (20) 8:9,14,22;17:9,14;28:8;37:24;42:10;43:17;64:25;66:25;68:13;88:10;93:6;111:6,18;115:1,1;119:23;121:1
differently (1) 74:7
difficult (1) 66:1
difficulty (2) 44:19;124:24
digging (3) 98:14;99:1;115:8
diligently (1) 18:17
diminimus (1) 68:9
dings (1) 83:9
direct (2) 7:16;81:5
direction (1) 8:4
directly (1) 24:18
disallowed (1) 29:6
discipline (1) 29:21
discourage (1) 93:17
discovered (1) 62:14
discuss (1) 87:7
discussed (1) 121:12
discussion (5) 13:2;36:4;50:16;112:4,15
discussions (2) 37:3;136:24
disinfectant (1) 37:15
dislike (1) 117:1
dismissed (1) 134:8
dismissive (1) 134:10
disruption (1) 25:11
disseminating (1) 134:18
district (6) 16:23;17:20,21;96:21,22,23
districts (2) 16:20;93:23
diverse (1) 120:6
divided (2) 58:24,24
doctor-patient (1) 41:18
documen- (1) 66:3
document (4) 46:8;52:3;129:9,11
documents (12) 48:4;52:10;95:21;96:8;102:24;103:7;104:11,24;105:5,8,14;112:2
dollar (2) 66:8;128:4
dollars (9)

9:20;10:5,5,13;
58:14;59:11;74:13;
75:24;127:12
domain (1)
48:7
donations (1)
27:9
done (29)
8:24;32:14,22;
36:6;44:2;56:9;
81:16;82:24;83:12;
87:2;88:16;96:13,16;
98:17,18,24;100:8,
17;101:4,5;104:25;
111:21,22;115:20;
126:1;129:13;132:4;
136:16;137:12
door (3)
63:23;68:10;135:3
doors (1)
35:24
Doraville (16)
8:25;15:15;17:3;
21:5,12;22:8;24:4;
31:19;40:15,16,18,
22;64:7;70:8;
116:20;119:25
doubt (1)
106:4
down (23)
5:14,25;6:19;
14:15,24;18:7;21:17;
24:2;57:7;59:3;67:5,
17;78:20;79:17;
81:19;89:7;92:5;
105:18;116:22;
121:11;135:7,16;
137:8
dozen (1)
31:5
draft (5)
44:16;47:8;54:7,
21;94:7
drafting (2)
46:8;89:17
drafts (1)
45:18
drawing (4)
103:11;109:10;
110:3;111:7
drawings (32)
101:20,22;102:1,3,
12,16,22,24;104:6,8,
9,14,16,18,22,24,25;
105:2,3,16,18;
107:23;109:9,13;
110:4,8,9;111:4,11;
112:18,23;120:12
drew (1)
110:16
drilled (1)
107:15
drive (2)
89:7;95:15
drive- (2)
21:20;80:20
drive-home (1)
81:1
Driveway (13)
14:1,6,7,22;15:12,
24;16:3,12;19:10;
20:8,19,25;21:16
driveways (10)
14:14;15:6,6,17;
16:1;18:6;20:12;
21:4,8,9
driving (1)
133:21
drop (2)
63:7,18
due (1)
80:19
DUG (1)
120:2
during (6)
22:19;27:23;
28:15,17;56:9;
136:18
duties (3)
62:5;76:13,15

E

earlier (2)
87:14;108:24
ears (1)
80:2
easier (1)
90:23
easily (3)
48:24;50:13;63:1
easy (3)
23:23;49:1,4
eco-friendly (1)
15:16
ecology (1)
14:16
ecology-wise (1)
14:11
Ed (1)
109:11
education (1)
120:15
effect (3)
89:10;92:22,23
effective (1)
93:4
effects (1)
87:20
effectuate (1)
91:21
eight (1)
21:15
eight-hour (1)
27:14
eighty-four (1)
9:20
either (7)
32:11;47:22;
49:10;55:25;61:3;
73:2;115:7
elect (1)
45:9
election (7)
24:14,17,23;25:24;
129:18,19,21
elections (2)
25:2;33:14
elective (1)
24:24
electronic (2)
29:9;44:9
element (2)
33:17,21
elements (1)
26:22
eliminate (1)
44:22
eliminated (1)
32:3
else (14)
8:3;21:22;23:15,
17;36:17;37:23;
40:10;68:17;75:10;
76:24;86:21;104:22;
111:1;117:20
else's (1)
34:20
elsewhere (1)
102:14
e-mail (13)
29:5;36:11,17;
37:3;39:2,6;42:21;
45:14;64:21;112:20;
129:5,5,9
Emails (1)
35:15
e-mails (5)
37:11;38:3;
126:14;129:1,3
embarrassed (1)
119:13
embodiment (3)
40:17,21,24
emergency (3)
73:6,12;98:4
employed (1)
115:21
employee (21)
7:22;10:4,14,20,
21;11:2,3,9;18:23;
22:17,18;23:17;
24:12;27:9,15;29:4;
30:15;33:25;34:4;
35:6;76:22
employees (10)
22:19;23:2,8,9;
27:6;33:12;39:8;
77:19;79:4,5
employer (2)
25:12,19
employers (1)
29:25
employment (1)
25:13
employment-at-will (1)
30:17
empty (1)
127:8
encourage (3)
41:12,13;102:7
end (9)
22:23;23:10;
36:18;41:22;72:2,9;
84:9,10;92:8
ending (1)
84:4
enforcement (1)
17:8
engage (2)
126:20;127:3
engaging (2)
108:1;136:24
engineer (2)
96:5;103:21
engineering (1)
111:11
engineers (1)
95:21
English (12)
42:4;100:14,18;
102:2;104:5,18;
105:8,16;110:2,15;
111:15,23
enough (4)
15:14;36:8;40:5;
134:7
ensure (2)
77:22;78:6
enter (2)
21:16;86:14
entering (1)
86:11
Enterprises (1)
107:6
entertain (1)
123:7
entire (2)
41:25;42:1
entirely (3)
25:7;30:20,21
entirety (1)
29:18
entities (2)
55:11,14
entrances (1)
126:3
entry (1)
65:19
environment (4)
19:16;32:15,20;
33:24
environmental (1)
21:22
envision (1)
30:14
envisioning (2)
91:6,11
Equipment (4)
15:5,7;19:19;
20:14
err (1)
30:5
especially (1)
132:20
essentially (17)
27:25;54:8,14,22;
55:5,13,22;56:2,7,13,
19,23;62:12;74:6;
82:13;87:21;93:8
establish (2)
91:16;93:6
et (10)
23:12,12;63:12,12;
89:2;91:21;102:14,
14;115:2,2
even (14)
25:20;26:19;
28:13;33:21,24;
40:18;41:15;45:21;
50:11;60:3;73:8;
77:18;80:4;121:2
evening (3)
107:5;120:8,13
events (1)
25:4
eventually (3)
53:7;63:17;84:20
everybody (6)
35:7;104:5;
113:24;131:19;
132:19;139:10
everybody's (3)
29:14;86:3;132:25
Everyone (1)
35:20
Everyone's (1)
14:2
Everything's (2)
52:15,18
everywhere (1)
19:15
Exactly (4)
12:7;52:11;81:23;
129:11
example (1)
107:13
exceed (1)
19:20
exceeds (1)
10:8
excellent (2)
17:23;71:24
except (2)
48:13;49:14

exception (2)
36:3;87:23
exceptions (2)
36:2;49:16
excess (2)
92:4,6
exchanged (1)
123:2
exclude (1)
138:10
excuse (3)
18:25;19:2;112:8
Executive (1)
48:15
Executive-Session (1)
48:6
exemptions (1)
93:16
exercise (1)
30:8
existing (2)
16:1;17:25
expect (1)
28:25
expenditure (2)
89:16;94:4
expense (3)
60:4;131:13,14
expensive (2)
81:7;110:1
expert (1)
36:7
expertise (1)
85:11
expires (1)
66:22
explain (1)
11:22
explained (1)
67:1
explodes (1)
53:2
explore (1)
45:5
express (1)
33:14
extend (1)
14:23
extension (2)
24:4;30:14
extent (2)
32:14;136:15
extra (1)
10:9
extremely (3)
67:14,16;92:14
eye (1)
29:25
eyes (1)
80:1
eyesore (2)
20:4;101:5

F

facetious (1)
129:6
facility (8)
57:2,2,3;58:17;
59:20,25;60:21;
66:10
fact (8)
15:9;22:6;28:11;
44:23;66:20;73:2;
74:5;136:17
factors (1)
17:14
faith (1)
131:22
fall (3)
95:18,19;107:24
families (1)
124:11
family (20)
10:14,22;11:3,6,9,
11;101:6;107:8,12;
108:2;118:3,15,22,
22,25,25;119:11,15;
124:11;131:5
fan (1)
41:24
fantastic (1)
117:8
far (17)
15:25;21:14;22:1;
36:7,14;39:5;44:8;
48:9;59:5;70:1;97:6;
108:1;109:5,9,12;
127:18;138:12
favor (4)
11:17;12:11,18;
49:6
features (1)
87:21
February (2)
58:12;64:15
Federal (2)
24:8;25:6
fee (13)
65:7,20;66:17;
67:20;74:11,15,19;
115:20;127:21,23,
25;128:1,9
feed (3)
63:2;124:11,17
feedback (1)
45:20
feeding (1)
82:2
feel (10)
7:21;15:21;23:4;
30:10;37:6,17;74:12;
96:6;119:5;134:21
feelings (1)
102:9
fees (6)
66:5;67:2;114:25;
115:1,18;128:5
feet (1)
21:20
felt (3)
37:7;44:15;97:12
fence (2)
95:17;110:17
fences (1)
109:20
FENG (1)
124:2
few (4)
7:6;10:10;88:15;
126:17
fied (1)
103:9
field (1)
137:9
fifth (1)
54:4
Fifty (2)
59:10;69:15
fighting (1)
26:6
figure (12)
8:1;56:18;58:19,
20;59:6,22,22;60:6,
8,19;80:9;81:18
figures (6)
58:3,7;59:7;61:14;
62:21;81:15
file (1)
39:17
finally (1)
30:3
finance (1)
117:14
finances (1)
135:21
financial (4)
117:13,16;122:10;
126:25
find (13)
23:5;26:20;29:17;
37:13;40:9;79:19,24;
80:6;86:23;110:19,
23,24;115:9
finding (3)
62:16;79:22,23
fine (10)
18:16,18;19:9,9,
10;37:21;39:9;
47:13;83:15;101:12
fingerprint (2)
127:10,16
fingerprinting (2)
68:16;74:25
fingerprints (2)
63:3;75:12
finished (3)
100:19,23,23
finishes (1)
116:2
fire (1)
31:13
firing (1)
31:16
firm (2)
120:21;132:7
first (24)
5:17;20:5;21:16,
20;34:22;35:17;
36:11;46:22,24;
84:14;90:3;91:7;
95:20,22;105:25;
110:3,14;116:20,24;
117:2;119:7,14;
127:5;134:25
fit (1)
103:23
five (3)
10:11;93:10;
129:13
five-minute (1)
94:16
fix (2)
37:17;109:18
fixed (2)
81:5;127:8
fixing (1)
109:17
flags (1)
117:9
flat (2)
65:7,20
Fleming (62)
3:9,10;4:4,5,24,25;
9:13;13:12,13,24,25;
15:19,25;18:2,15;
19:14;20:1,19;22:14;
26:13;31:18;32:2;
35:11;45:15;47:6,18;
49:25;50:4,7;51:1,2;
59:12,15,21;74:9,23;
75:4;76:18;82:4,10;
85:18,23;86:1;94:23;
96:6,15,18;108:22;
111:14,19,25;113:7,
9;114:6,7,17;116:1,
5;124:25;125:16;
139:1,2
Fleming's (1)
20:24
Flier (1)
120:10
flip (1)
29:23
flocking (1)
132:25
floor (1)
78:15
flower (2)
124:2;126:3
flowers (1)
124:7
focus (1)
24:10
foliage (1)
88:6
folks (1)
24:22
followed (1)
118:13
Foods (1)
59:4
foolishly (1)
33:18
football (1)
137:18
forced (1)
18:5
forgive (1)
134:16
form (4)
12:22;45:24;
116:6;121:17
formed (1)
44:21
forms (1)
66:4
formula (3)
58:23;69:6;81:13
formulas (1)
66:1
forth (6)
14:20;15:10;
89:13;93:16;123:2;
136:24
forward (7)
54:14;95:9;99:6,
15;120:24,25;128:2
four (17)
8:17;9:18;10:10;
21:10,10,17;40:20;
41:3,6;44:15;45:8;
64:5;74:14,16;76:21;
81:22;104:11
four- (1)
19:14
four/five/six (1)
7:23
four-acre (1)
110:16
four-hour (2)
62:24;68:14
four-inch (4)
15:13,13;18:6,7
fourth (1)
54:4
frame (3)
28:17;56:9;71:9
frankly (3)
50:10;57:1;71:2
Fred (4)
135:4,5,12,13
freedom (1)
24:2

free-speech (4)
25:25;26:9,20;
28:10
frequently (1)
78:9
Friday (4)
49:2,11,19,20
friend (2)
116:19;136:7
friendly (1)
135:19
friends (2)
118:4;119:2
front (4)
63:22;95:9;126:2;
135:10
full (4)
7:3;23:2;62:15;
127:8
full-time (1)
69:21
fully (3)
7:8;31:15;57:24
fundraising (1)
25:4
funds (3)
94:5;95:3;136:3
funny (1)
119:4
furniture (1)
90:16
further (7)
6:17;17:22;23:7;
56:24;57:5;69:3;
106:8
Furthermore (1)
64:20
fuss (1)
103:10
fusses (1)
105:20
future (4)
67:20;68:5;
132:10;136:1

G

games (1)
53:6
garages (2)
93:15,18
Garden (9)
21:3;44:17;120:3,
13;121:17,25;125:8;
138:5,14
gardening (1)
125:21
gardens (4)
119:22,25;122:3;
123:15
gates (1)
109:19
GCIC (1)
75:5
gee (1)
51:20
Gene (1)
117:17
general (9)
25:9,18;29:9;36:9;
84:7;87:25;90:19;
91:3;94:3
generally (5)
26:3;28:5;29:10;
48:7;130:10
generate (2)
64:24;91:19
gentlemen-and (1)
45:13
genuinely (1)
72:21
Georgia (4)
36:9;40:9;82:7,19
gets (4)
8:23;26:1;29:24;
32:14
GIRMA (7)
55:14;56:10,16;
66:14,24;67:1;72:18
GIRMA-insured (1)
55:12
given (6)
40:20;41:3;81:17;
112:10;115:5;129:8
giving (5)
7:6;24:8;59:14;
70:1;133:19
GL (1)
59:4
glad (4)
8:4;68:25;108:7;
123:20
gladly (1)
133:3
goal (2)
123:12,12
goat (1)
117:15
goes (2)
8:22;31:6
good (25)
12:5,5;13:1;18:20;
34:25;41:1;43:22;
56:12,17;57:10;
71:10;94:15;107:5;
111:11;112:21;
117:13,16,19,21;
119:4,5;128:11,25;
131:22;132:8
govern (2)
32:13;34:2
government (12)
24:12;25:12,20;
37:13,14;51:24;53:4,
14,17;55:3,22;
136:25
governments (5)
31:7;51:19;54:23;
55:12,24
graduated (1)
40:4
Grady (4)
67:6;71:22;73:19;
83:1
grant (2)
102:12;128:14
grass (5)
20:9,11;22:1,2,4
gravel (10)
14:5,13;15:6,24;
16:2,6,7;18:5;20:12;
21:8
great (4)
37:15;48:20;
72:16;87:14
greater (1)
74:14
green (2)
15:16,20
greenery (1)
87:19
greening (1)
89:10
greenspace (2)
88:23;92:18
greeted (1)
23:1
Gresham (1)
51:18
ground (1)
14:18
group (9)
35:23;119:15,24;
120:7,7,9,16;121:8;
138:6
groups (4)
121:15,16,19,20
grow (2)
20:8,10
growing (1)
22:1
grows (1)
22:4
guess (9)
22:22;30:13,14;
62:25;102:20;
104:21;105:12;
116:9;120:3
guidelines (1)
89:1
guy (2)
128:25;136:4
guys (2)
66:7;74:21
Gwinnett (2)
132:20,25

H

HAEBERLIN (17)
16:8;18:9;87:7;
89:25;90:6,9;91:8,
15;92:1;93:2,14;
94:2,9;101:24;
113:22;115:12,19
Haeberlin's (2)
16:4;87:6
half (5)
8:17;80:21,22,23;
117:10
Hall (10)
36:13;51:21;
53:12;62:4;64:21;
75:22;80:13,17;
126:2;135:12
Halpern (20)
94:24;95:1,4,7,10,
14;96:24;98:7;101:1,
4;107:6,19;108:13;
109:25;111:24;
112:2;128:12;137:8,
13,19
hand (3)
6:5;55:16,16
handle (3)
73:14;76:15;79:9
handled (1)
86:12
happen (5)
43:5;52:1;91:13;
99:7;131:23
happened (2)
52:14;73:24
happens (4)
32:16;37:1;54:25;
120:18
happy (3)
72:8;83:8;131:19
hard (2)
58:19;62:21
hard-line (1)
59:5
harm (1)
15:8
harmless (1)
54:23
Hart (10)
20:23,24;51:17;
52:11;53:22,24;
109:24,25;133:4;
134:25
Hatch (7)
24:7;32:9,23;33:2;
34:14,20;130:15
hate (1)
92:8
Haviland (1)
119:11
head (2)
121:4;128:9
heading (1)
130:14
healed (1)
123:24
health (4)
7:8;12:12,23;59:4
hear (1)
106:16
heard (2)
23:15;118:11
hearing (3)
5:9;96:17;103:18
hearings (2)
5:18;96:19
heart (1)
7:24
heat (1)
14:15
Heather (1)
120:19
heavy (1)
113:15
heck (1)
27:25
help (14)
32:13;40:12;84:9,
15,19,22;85:8;86:24;
89:11;99:21;123:14,
14;131:23;132:10
helped (1)
43:7
helping (1)
131:12
helps (1)
132:9
hence (1)
72:14
hensive (1)
136:19
here's (1)
46:15
hesitant (1)
45:4
hide (4)
36:14;39:5,11;
53:5
highly (1)
26:21
Highway (1)
89:7
Hills (1)
21:3
hire (2)
80:5,16
hit (1)
68:10
hits (1)
41:24
H-Mart (1)
135:7
HMO (3)
10:4,8,8
hold (6)
19:8;24:24;43:11;
54:23;64:5;114:23

holds (1)
77:18
hole (5)
57:17;60:23;
84:24;98:14;99:1
holler (1)
85:3
Holloway (2)
95:17;107:1
home (3)
20:1,2;80:21
homes (2)
15:5;22:11
honest (3)
71:2;77:14;117:3
honestly (1)
77:14
Honor (1)
119:19
hope (8)
31:9;33:15,17;
102:8;124:9;131:9;
132:2,11
Hope- (1)
31:14
hopefully (2)
20:20;123:3
hoping (1)
109:25
hospital (7)
63:4,8,8;71:16;
73:12;74:3,18
hour (2)
75:20,24
hourly (2)
78:9,9
hours (6)
19:21;20:15;64:5;
74:14,16;76:21
house (5)
19:24,24;59:24;
60:20;95:18
houses (4)
21:11,13;69:9;
123:15
housing (2)
57:17;58:16
Howard (1)
138:7
Howe (3)
48:23;49:4;128:13
huge (2)
93:8;132:24
Huice (1)
138:6
human (1)
30:2
humor (1)
128:25
hundreds (2)
42:5,6
hurt (1)
102:9
hurts (1)
73:17

I

I- (1)
27:1
idea (6)
34:25;47:20;
48:20;71:25;89:23;
99:22
ideas (1)
23:25
if-there-is-a-problem-we'll- (1)
55:7
ignorance (1)
129:20
illegal (1)
21:5
illuminated (1)
87:13
imagery (2)
26:4,19
imme- (1)
117:17
immediately (2)
68:2;118:13
impervious (7)
14:14;16:22;17:1,
10,11;87:14;88:20
implement (1)
92:19
implementation (1)
17:24
important (4)
67:14,16;100:9;
110:20
impression (2)
64:17;70:2
improve (1)
89:6
improve- (1)
107:16
inch (1)
19:15
inches (4)
21:10,11,16,17
inclined (1)
49:7
include (2)
38:19;72:6
included (1)
67:3
includes (2)
66:9;74:25
income (1)
64:24
in-country (1)
56:23
increase (5)
7:14,20,22;61:2;
78:12
indemnification (4)
54:11,20,22;55:17
indemnify (3)
55:23;122:8,11
indemnity (5)
55:25;70:14;
72:13;122:7,7
indicated (3)
14:8;56:19;108:6
indicates (3)
55:24;82:6;84:11
indicating (2)
19:10;50:12
indifferent (1)
41:2
indirect (2)
58:25;81:6
indirectly (1)
24:18
individual (5)
9:22;33:25;42:19;
48:2;122:1
individuals (3)
88:14,22;92:17
Industrial (1)
116:22
industry-standard (1)
7:19
influence (1)
24:15
infor- (1)
51:23
information (19)
44:3;49:19,23;
50:3;52:22;57:5,6,7,
23;60:17;61:18;69:4,
25;77:13;102:21;
133:15,18,20;134:18
informed (2)
6:20;134:3
in-process (1)
63:2
in-processing (1)
79:15
input (1)
107:11
inquire (1)
17:6
inserted (1)
87:18
insisted (1)
135:24
instance (2)
16:6;132:4
instead (4)
66:14;68:13;
102:5;128:14
Institute (1)
58:22
instruct (1)
128:13
instrumental (1)
117:12
insurance (5)
5:20;7:8;12:13,23;
55:15
insure (1)
124:21
insured (2)
66:13;72:6
intake (1)
68:6
interest (1)
131:7
interested (2)
23:9;108:14
interesting (3)
34:19;120:6;
132:21
interfering (1)
24:16
interior (1)
116:2
internal (2)
79:20;80:6
internet (2)
51:19,22
interpret (1)
34:9
interrupt (1)
75:18
into (30)
14:17;15:3,9;
18:10;21:21;22:5;
24:4;32:20;33:4;
37:2;40:13;41:11;
46:13;47:4;53:1;
62:24;87:18;88:19;
89:8;90:10;95:6;
100:25;107:15;
109:20,21;111:8;
115:24;116:10,11;
132:20
intoxilyzer (1)
68:17
involve (3)
23:10;45:19;94:4
involved (5)
43:1;52:21;96:20;
105:15;135:2
involvement (1)
138:15
involving (1)
55:20
ironic (1)
118:24
Isaacson (1)
120:19
island (4)
40:6;89:2;90:18;
92:11
islands (6)
87:9,10,16;88:3,
25;93:9
issue (14)
15:11;31:21;32:6;
39:13,15,16;44:8;
45:6;48:15;55:9;
67:7,25;122:14,15
issues (3)
44:5;70:20;84:9
I-Support- (1)
31:23
Item (10)
13:23;14:25;19:3;
22:15;46:1;54:2;
71:5;82:5;89:19;
116:16
items (3)
17:24;48:6;50:5

J

jail (18)
53:18;54:3;57:1,2,
3;61:8,23;69:8;
72:25;73:1;76:15;
77:18;78:13;84:21;
86:4,7;127:6,7
jailers (2)
76:1;79:6
January (2)
58:11;66:22
JENKINS (151)
3:2,18,21,23;4:13,
16,18;5:8;6:5,11,14;
8:13,19;9:2,5,9,12;
11:21;12:2,5,14,16,
20;13:1,6,21;18:12,
20,25;19:2,6;20:22;
22:15;33:4,10;35:13;
38:1,8,12,15,21,24;
39:3,10,14,21;50:16,
20;51:13,16;53:21,
23,25;60:7;61:20;
62:4;80:8,15;84:13;
85:14;86:21;87:3;
94:12,15,21;95:25;
97:11,14,22;98:1,12,
23;99:8,12,18,20;
100:12,14,18,22,25;
101:9,12,18,21;
103:11,13,15;106:6,
10,14,17,22,25;
107:1,4;108:10,12,
16,23;109:23;
111:13;112:4,8,15,
22,25;113:5,12,15,
17,21,23;114:15,21;
116:7,10;117:6,9,25;
118:5,9,20,22,24,25;
124:1;125:18,22;
126:10,23;127:1;
128:16,20;129:14,
16;130:1,5,21,25;
131:4;132:14;133:5;
134:23;136:8;137:4,
15,20;138:1,20;
139:10
jewel (1)

120:15
job (7)
30:18;32:21;40:8;
67:22;85:1;126:1,6
Joe (4)
31:9,10,14;137:10
John (1)
51:18
Johns (23)
54:2,13,16;56:4;
58:15;61:4,9;63:1,9,
20,22;64:23;66:13;
67:4;70:1,7;71:12;
74:6;82:11,14,15;
84:17;127:6
joined (1)
40:3
joint (2)
55:7;131:12
joke (2)
29:19,24
jokes (2)
29:5;30:3
Jones (38)
5:21,24;6:1,3,9,12,
16;7:2,4,4,9,13,21;
8:7,10,16,20,22,25;
9:3,7,11,16,22;10:2,
6,15,18,21,25;11:4,7,
12,14,19;12:6,22;
13:22
judge (2)
123:18,20
July (3)
70:24;83:18;84:4
jumping (1)
14:10
June/ (1)
83:17
jurisdiction (1)
82:21
jurisprudence (2)
42:2,4

K

Kaiser (1)
8:3
keep (5)
20:12;31:4;
131:18,19;132:10
keeping (3)
44:3;117:13;132:8
kept (2)
53:10;73:10
kicker (1)
63:16
kids (1)
119:2
killed (1)
70:15
kills (1)
70:13
kind (25)
16:19;20:4;24:8;
27:7,7,8;29:25;
32:13;33:14;34:19;
63:15;64:9;69:5;
77:9;86:25;98:7;
103:19;115:24;
117:1;118:24;119:3;
123:4,6;132:11;
136:10
King (3)
56:22;127:20;
128:8
knowing (2)
60:2;77:8
known (1)
43:6
knows (1)
86:9

L

ladies (1)
45:13
lady (3)
120:17;121:6;
125:11
laid (1)
103:15
Lamar (20)
116:16,18;117:1,
12,19;118:12,16;
128:23,24;135:1,1,3,
5,9,15,17,18,20,24;
136:7
land (1)
136:19
lands (1)
136:2
landscape (3)
87:9,16;112:13
landscaping (1)
132:17
Lane (1)
119:12
Lang (8)
116:16;118:3,12,
15,22,25;128:23,25
language (3)
26:5;55:1;82:17
large (3)
36:13;39:8;136:15
last (10)
7:7,9,13,15;8:5,7,
14;81:21;95:1;
136:13
late (3)
49:19,20;71:1
later (4)
43:4;64:19;92:16;
134:22
lation (1)
136:24
laughing (1)
107:13
laundry (1)
24:9
law (4)
24:8;25:6;42:15;
84:11
laws (2)
35:22;44:20
lawsuits (1)
98:9
lawyer (7)
40:3;41:5,12;43:8;
48:16;57:18;71:25
lawyerly (1)
46:6
lawyers (2)
54:12,13
league (2)
137:9,13
learn (1)
103:4
learned (1)
35:17
leash (1)
135:14
least (9)
5:16;23:18;24:3;
37:23;42:1,24;81:14;
88:5;103:10
leave (3)
33:1;42:22;51:11
Lee (1)
120:10
left (7)
20:15;44:23;
55:15;56:22,23;57:4;
107:3
legal (9)
25:13,16;29:12;
34:7;42:25;43:7;
57:6;72:9;83:6
legis- (1)
136:23
length (1)
56:10
less (4)
8:2;15:9;66:11;
110:1
lesser-included (1)
72:6
letter (1)
56:6
letters (1)
120:2
letting (2)
121:14;133:13
level (2)
77:20,21
liability (1)
124:22
license (2)
122:6,21
licenses (1)
115:1
lie (1)
40:7
Life (2)
19:22;40:10
light (1)
41:22
lights (1)
90:16
liked (1)
117:2
Like-Ike (1)
27:2
limit (3)
22:10;23:6;24:1
Limitations (3)
14:2;16:21;20:19
limited (3)
22:13;88:1;111:7
limits (3)
21:11;22:10;88:20
line (2)
43:17;72:22
lines (2)
91:1;111:1
list (3)
24:9;99:18;115:17
listen (1)
106:7
listening (1)
136:23
literally (1)
73:23
litigated (1)
31:5
litigation (3)
48:18;49:15;52:18
little (19)
14:2,11;26:1;
35:16;36:6;45:1,4;
52:19;68:20;90:23;
95:11;111:17;118:3;
135:4,9,19;136:10;
137:9,13
Littleton (1)
120:21
live (3)
53:5;55:17;87:1
lived (1)
116:20
Lively (1)
117:17
lives (2)
32:19;135:1
Livescan (1)
75:14
living (3)
40:17,21,23
local (5)
24:12;32:24,25;
45:2;55:24
location (1)
90:25
locked (3)
77:25,25;78:20
long (10)
9:6;26:18;36:4,23;
40:8;74:20;75:7;
80:8;117:11;137:10
longer (4)
14:6;75:11;97:18;
129:10
look (23)
6:23;15:21;16:24;
17:8,15,19;18:1;
30:4;42:14;50:12;
53:13;67:19;69:14;
76:23;85:4,19;88:17;
92:3;113:24;123:18;
128:7,13;132:3
looked (3)
16:19;17:16;92:5
looking (8)
18:10;23:14;
29:18;35:5;50:13;
89:22;93:7;115:8
looks (3)
64:25;89:6;108:17
loopholes (3)
129:2,12;130:3
loose (1)
64:6
Lord (1)
119:4
lose (3)
23:12;132:5,12
loses (2)
30:17,18
losing (7)
59:25;62:17;
72:20;84:16,25;
86:23;132:6
loss (3)
109:3;122:9;131:5
lost (1)
117:8
lot (30)
15:5,21;16:10,16;
17:2,5;21:1,4;23:21;
24:6,21;69:24;71:4;
81:8;84:16,18;87:9;
88:12,24;90:18;
91:13,18;92:4,8;
105:10;110:22;
111:8;120:9;121:10,
23
lots (10)
16:14;17:12;
30:23;42:10;87:18;
92:3;93:10,11;96:22;
117:23
love (2)
43:11;91:7
low (2)
7:22;21:6

Lowe (1)
109:11
Luke (3)
115:5;128:13,17
lump (1)
90:10
lunch (1)
127:14

M

M-1/M-2 (1)
88:1
ma'am (3)
9:16;97:8;106:25
MacTec (12)
102:2,22;103:3;
104:3,7,9,17,21;
105:7,22;109:10;
112:17
MacTec's (1)
111:15
magically (2)
36:21;37:4
Magna (1)
42:4
main (2)
68:6,9
mainly (1)
84:14
maintain (1)
77:20
maintained (2)
25:14,15
Maintenance (1)
98:18
Major (3)
15:4;71:11;122:4
majority (1)
40:21
makes (2)
35:22;121:23
making (12)
12:11;29:1;45:19;
57:14;60:3;63:15;
64:9;72:20;77:2,9,
15;133:21
malleable (2)
88:10;91:3
man (4)
25:18;117:19,21;
121:6
managed (1)
68:19
manager (1)
15:22
managers (2)
56:11;72:18
manages (1)
122:2
manual (5)
22:19;23:17;32:4;
34:4;35:6
many (9)
11:6;48:20;58:19;
59:11,14;77:19;
78:24;86:18;137:2
March (4)
58:12;62:11;
64:21;123:13
Maria (1)
85:10
Marshall's (3)
66:2,6;69:3
mass (1)
124:16
masses (1)
87:14
mass-produced (1)
124:22
mast (1)
117:10
master (2)
101:25;102:20
mat (1)
133:1
mation (1)
51:24
matter (9)
6:21;15:8;28:20;
54:5;60:13,13;65:8;
74:7;89:12
may (16)
6:7,9;14:23,23;
17:10,12;19:19;
30:15;33:22;49:19;
60:23;70:23;71:1;
105:19;118:11;
131:13
maybe (15)
6:17,22;10:11;
29:22;37:18;41:24;
43:6;56:19;63:3;
74:14;81:11;86:8,8;
111:3;128:13
MAYOR (164)
3:2,18,21,23;4:13,
16,18;5:8;6:5,11,14;
7:6;8:13,19;9:2,5,9,
12;11:21;12:2,5,14,
16,20;13:1,6,21;
18:12,20,25;19:2;
20:22;22:15;31:9;
33:4,10;35:13;38:1,
8,12,15,21,24;39:3,8,
10,14,21;50:16,20;
51:13,16;53:21,23,
25;54:1;60:7;61:20;
62:4;64:14;74:8;
80:8,15,20;84:13;
85:14;86:21;87:3,5;
94:12,15,21;95:25;
97:11,14,22;98:1,12,
23;99:4,8,12,18,20;
100:12,14,18,22,25;
101:9,12,18,21;
103:11,13,15;106:6,
10,14,17,22,25;
107:1,4;108:10,12,
16,23,24;109:23;
111:13;112:4,8,15,
22,25;113:5,12,15,
17,21,23;114:15,21,
23;116:7,10;117:6,9,
18,25;118:5,9,10,20,
24;124:1;125:18,22;
126:10,19,23;127:1,
5;128:16,20;129:14,
16;130:1,5,20,21,25;
131:4;132:14;133:5;
134:23;136:8;137:4,
15,20;138:1,20;
139:10
Mayor's (2)
118:14;135:11
meal (1)
59:5
Meals (6)
59:2,3,3;82:2,2;
127:9
mean (41)
5:13;9:4;10:9;
26:17;31:12,20;32:8;
33:16;34:8;35:2;
38:6,8;47:16;50:10;
52:8;67:21;68:22;
73:21;75:25;76:8;
77:16;79:21;80:24;
82:1,24;83:8,12;
86:2,3;90:20;91:7,9;
92:4,6,8;98:5;
102:25;121:3;
122:23;125:3;128:10
meaning (1)
75:18
meaningless (2)
56:3;72:14
means (4)
20:11;34:6;52:17;
63:5
meant (2)
7:10;109:2
measuring (1)
103:21
media (1)
29:10
medical (6)
59:2;66:9;67:16;
69:21;73:13,13
meet (2)
108:7;116:24
Meeting (14)
3:2;5:10,17;45:8;
47:11,22;49:3,11;
81:19;94:21;116:11;
120:5;138:18;139:13
meetings (7)
27:7;35:15,22;
44:20;126:17;
136:20,23
member (6)
6:4;40:8;115:15;
120:16;125:7;136:11
Members (3)
54:1;119:24;120:8
ment (1)
107:17
mention (3)
71:7;136:13;
138:11
mentioned (3)
18:11;65:24;95:25
ments (1)
87:24
merely (1)
12:10
messages (1)
29:19
met (1)
116:23
metal (3)
61:25;62:3,5
method (1)
25:16
metro (1)
21:7
microphone (3)
5:22;106:11,18
middle (2)
64:6;110:18
might (6)
14:10;85:24;
122:11;124:12,23;
131:15
mileage (1)
80:22
millage (3)
5:8,15,18
million (2)
97:7,19
mind (1)
41:5
mine (1)
20:3
minimum (5)
40:19;127:21,23,
25;128:9
minute (5)
28:16;118:2;
119:8;138:1,2
minutes (11)
3:19;4:14;7:6;
68:8;75:11,16;123:8;
124:1;128:7;129:13,
16
miscommunication (1)
67:12
miss (3)
117:19;128:24;
136:7
mission (1)
121:2
mistaken (3)
80:25;127:11,19
mobile (1)
20:2
modern (2)
21:9;93:17
modification (1)
35:5
moment (4)
40:20;41:6;45:6;
51:11
Monday (1)
49:11
money (35)
25:3;40:6;53:9;
57:13;60:3,10;63:15;
64:9;71:14;72:20,20;
77:3,15;81:9,15;
84:17,25,25;86:24,
25;95:6;97:1,2,5,13;
101:8;111:6;126:22;
128:14;132:1,5,12;
135:8;136:2;137:19
moneys (1)
77:9
month (7)
10:5,14,17,20,22;
64:24;65:8
monthly (2)
9:14;65:20
months (5)
19:23;61:19;
64:19;71:4;98:24
more (29)
15:16,16,22;16:9;
21:9;23:9;37:13;
56:20;66:18;69:4,24;
75:24;78:9,11;88:9,
17;89:21;90:11;91:2,
10;111:18,19;
117:22,24;127:7;
131:8;133:17;
134:11;137:12
morning (7)
27:16;49:21;
106:1;112:20;
118:12,15,20
most (9)
29:25;38:24;
42:23;78:16;82:3;
88:11;91:17;92:2;
113:9
motion (12)
3:19;4:14;12:10,
22;49:6,8;50:15;
80:5;112:1;137:21;
138:13,17
motivation (1)
40:12
Motor (1)
20:1
move (6)
92:16;93:22;94:3;

99:6,14;103:23
moved (2)
3:20;4:15
moving (1)
132:19
Mrs (1)
126:5
much (20)
17:1,11;26:17;
30:7;43:10;53:15;
55:13;57:4,13;60:10;
69:23;72:3;74:13;
75:18;80:10;84:25;
85:9;125:17;132:7,7
mud (1)
109:18
multiple (2)
7:12;71:6
municipalities (2)
67:13;68:19
municipality (1)
64:16
Murray (8)
39:21;53:25;
56:17;87:3;126:13;
127:22;129:12,17
must (1)
20:20
mutual (1)
54:21
mutual-aid (1)
55:6
mutually-help-one-another (1)
55:8
myriad (1)
31:25
myself (2)
94:24;109:12

N

name (8)
7:3;107:5;109:1;
119:10,25;120:19,
20;138:6
named (1)
135:4
names (1)
119:24
natural (3)
30:1,9;56:16
nature (3)
27:8;56:7;69:10
near (1)
100:9
necessarily (4)
16:6;43:18;46:18;
62:23
necessary (1)
85:24
neck (1)
20:6
need (41)
15:15,21;16:9;
17:10,19;21:24;40:6;
53:19;61:2;63:4;
66:16,21,22;67:19,
21;69:24;73:12;
74:17;77:14;84:17;
85:8,9;86:23;90:21;
92:16,19;93:7,22;
95:14,20;98:1,10,23;
102:16;106:21;
108:16;109:1;
110:13;126:24;
134:21;135:13
needed (2)
57:1,6
needs (5)
57:2;83:5;93:25;
107:9;123:24
negotia- (1)
73:22
negotiable (1)
102:15
negotiate (2)
73:21;83:9
negotiations (1)
127:23
neighbor (2)
20:3;132:9
neighborhood (1)
121:16
neighbors (2)
119:1;125:25
nervous (1)
26:10
new (19)
6:10,13,14;7:24;
9:24;10:1;16:2,4,5,7,
10;17:23;23:16;
35:6;70:17;84:3;
87:23;88:15;91:22
next (12)
5:10,17;9:8,10;
18:7;46:25;47:3;
96:1;97:24;101:3;
116:9;135:16
nically (1)
70:16
nice (2)
36:23;124:6
night (1)
120:4
night/Saturday (1)
49:20
nities (1)
89:9
no-brainer (1)
127:18
nod (1)
89:25
nomination (1)
24:17
nominee (3)
130:12,13,14
non- (1)
88:8
non-GIRMA (1)
66:17
nonpartisan (14)
24:23;25:2,23;
31:22;34:9,11,15;
129:18,21;130:6,21,
23,24;131:3
nonresidential (2)
88:6;93:23
non-zoning (2)
87:10;89:20
Noonan (10)
119:8,9;126:10,11,
16,24;127:2,15;
128:6,18
normal (3)
74:24;76:13,15
nose (1)
64:19
note (1)
49:17
notice (3)
38:25;83:25;84:1
noticed (2)
35:4;112:14
notices (1)
126:2
novel (1)
51:18
November (1)
66:23
number (11)
11:10;13:23;
14:25;18:21,23;
22:15;35:14;53:25;
54:2;65:15;82:5
numbers (6)
8:6,9;16:23;80:20,
23;92:6
numerous (1)
57:23

O

o0o- (1)
139:15
Oak (11)
100:14,18;102:2;
104:5,18;105:8,16;
110:2,15;111:16;
126:4
Oakcliff (5)
121:14;126:1,4;
133:8;136:9
oaths (1)
40:1
objection (1)
48:21
objective (3)
28:22;41:23;89:4
objectives (1)
88:5
observation (1)
12:11
obstacle (2)
122:4,4
obviously (6)
48:4;73:5;74:2;
86:5;93:4;107:9
occasionally (1)
37:2
occupancies (1)
91:21
occurring (1)
89:10
o'clock (2)
114:20,22
off (12)
6:18;21:18;63:5,
15;64:10;92:7;94:8;
97:18;98:6,11;
114:23;116:13
offended (2)
25:19;42:7
offending (1)
31:11
offense (1)
40:22
offensive (4)
26:3,4,23;42:19
offer (5)
70:10,11,12,13,15
office (8)
24:13,17,24;25:1;
46:11;107:24;
113:20;135:10
officers (5)
67:5,17,22;71:22;
78:15
offices (1)
69:9
official (1)
24:14
officially (1)
130:11
O-I/O-W (1)
88:1
okayed (1)
70:2
old (3)
6:10;9:23;73:24
Once (5)
20:8,18;73:21;
103:20;108:6
one (67)
5:9;6:11,12,13,14;
7:22;23:19;28:18;
30:11;33:22,23;
35:12,17;42:24;
45:15;46:10;51:19,
19;52:25;56:11;
58:16;64:13,25;
65:10,15,19,19;
67:13;71:21;77:12;
78:16,16,17;89:20,
25;93:1;98:2,23;
110:5,5,6,13,17,18;
112:12;113:4,13,18;
115:13;117:1,15;
119:24;120:7;
121:12;122:5;
124:15;125:11;
128:2;130:8;135:2,
21;137:16,17,22;
138:1,2,14
one-for-one (1)
40:25
ones (5)
6:10,10;48:5;65:6;
115:20
one's (1)
65:2
only (16)
10:4,10,20;32:13;
54:10;61:25;62:2;
77:5;78:23;80:22,23,
25;89:16;110:17;
115:19;127:9
onto (1)
52:12
Open (12)
35:14,21;36:20,24;
37:5,12;39:17;44:20;
53:11,12;133:12;
135:3
opening (1)
5:18
opens (1)
31:23
operate (1)
61:7
operates (1)
121:24
operating (3)
58:24,25;70:18
opinion (15)
16:4;20:17;29:21;
30:11;33:1;34:21;
37:20,24,24,25;
45:24;46:2;48:8;
68:5;85:7
opinions (4)
33:14;37:22;
42:11;43:17
Oppenheimer (1)
108:14
oppor- (2)
81:13;88:22
opportunity (2)
46:22;85:19
option (2)
121:18,21
options (1)
121:11
order (6)
3:2;25:14;77:22;
88:4;94:21;125:6

Ordinance (23)
14:1,5,8;15:20;
37:10,18;44:17;46:2;
47:8;87:9,11;88:2;
89:17;90:23;91:11,
12,19;92:13;93:5;
115:7,11,17;116:6
ordinances (5)
22:9;45:17,24;
46:3;88:18
ordinarily (3)
27:17;30:10;54:25
ordinary (1)
30:1
organization (1)
30:18
organizations (2)
24:25;25:3
original (6)
70:13,15,22,23;
73:22;109:10
originally (1)
72:5
otherwise (6)
25:5,11;26:5,22;
48:5;85:6
ought (1)
28:11
ours (1)
69:21
out (85)
7:8,12,16;8:14,21;
11:17,22,23;12:12,
16,23;15:11;20:2;
23:21;28:23;29:17;
30:24;31:10;32:24;
33:3,19,20;35:25;
37:13,22;41:11;
42:22;46:13,14;
47:21;48:7;49:9;
50:9;55:19;58:4;
62:9,16;63:17,19,22;
64:1;67:2;72:22,24;
74:4,22,22;79:19,22,
23,24;80:6,9;83:9;
84:22;86:23,24;
91:14;93:1;95:20;
96:7;99:1;100:5;
102:17;103:15,17;
109:17;110:1,17,19,
21,23,24;111:15;
112:1;113:23;
123:14;124:12,16,
20;128:14;131:21;
133:1,15;135:10
outlook (1)
17:1
out-processing (1)
79:15
outrageous (1)
25:18
outreach (2)
124:10,13
outside (4)
26:8;78:2;80:16;
119:16
over (10)
32:20;45:9;53:18;
57:19;63:2;70:22;
85:1;121:19;122:1;
137:5
overall (1)
89:6
overhead (1)
91:1
overtime (4)
61:15,19,21,22
Overtime's (1)
62:8
own (14)
27:11;34:18;45:2;
73:1,8,18;83:1;
84:21;87:1;88:16;
91:13;102:11;103:9;
105:19
owned (2)
110:19;116:21
owner (1)
20:25
owners (3)
132:23;133:16;
134:14
ownership (1)
102:16
owning (1)
109:9
owns (5)
103:3;105:18;
109:13;110:25,25

P

package (1)
89:14
packet (5)
14:2;48:2,5,10;
49:9
packets (4)
47:10,25;49:1,18
paid (2)
61:18;76:21
pain (1)
20:6
Pam (2)
94:22;113:4
paper (2)
50:14;81:20
paragraph (1)
54:11
Parallel (1)
51:18
parcel (1)
89:5
paring (1)
79:13
Park (34)
94:24;95:1,4,7,10;
98:2,5,21,23;99:17;
100:14,18;102:3;
106:20;107:9,11,19;
109:5,21,21;110:1,2,
4,14,15,16,16,24;
111:2,8;112:2;
128:12;135:22;137:8
park-and- (1)
116:21
parked (1)
19:19
Parking (17)
15:4,16;19:17;
20:14;23:21;87:9,17,
18;88:4,24;90:18;
91:13;93:10,10,11,
15,18
parks (12)
53:15,16;97:1,3,4,
20;100:8;111:23,23;
121:22,25;122:1
part (14)
14:6,25;24:7;
54:20;83:4,5,6;89:5;
90:8,22;93:25;115:7;
121:22,25
partial (1)
115:19
participate (3)
25:5;27:6;138:13
particular (1)
73:5
particularly (3)
25:23;33:23;89:8
partisan (11)
22:21;24:13;25:1;
31:22;34:5,8,15,17;
129:19,20;130:7
partners (1)
136:22
parts (1)
70:7
part's (1)
83:11
party (4)
24:20;28:24;
73:22;130:12
party's (2)
130:13,14
pass (5)
6:6;15:20;47:21;
91:12;118:12
passed (7)
19:12;37:10;
46:25;88:18;118:14;
119:1;133:15
passing (4)
93:5;116:17;
118:13;135:1
past (2)
33:9;134:13
patrol (4)
63:5;82:7,13,20
pave (1)
20:20
paving (1)
19:13
pay (15)
10:7,9,24;11:8;
22:24,25;52:3,8,9,
10;61:15;75:19,22;
100:1;135:12
paying (2)
10:13;67:22
pays (1)
10:22
PD (1)
76:25
pea (1)
21:8
peace (1)
119:5
Peachtree (1)
116:22
pending (2)
48:17;49:15
penitent (1)
41:18
people (44)
11:6,11;21:13;
26:8;32:16;33:17;
39:17;43:17;44:15;
47:17;51:20;53:2,5;
62:13;71:13;72:17;
80:11;85:1,8;86:24;
87:13;90:21;92:7;
106:6;110:22;
116:24;117:2;
120:24,25;121:9;
122:14,16;123:1,14,
18,20,22;124:12;
133:2,9,25;134:2;
138:10,12
per (26)
10:5,20;11:2;
56:20;58:17;59:16,
17,18,19,24,25,25;
60:14,14,20,20;
62:15,17,17,18;65:7;
66:9;74:14,16;75:19;
78:14
percent (4)
6:19,19;42:14;
80:25
per-day (2)
59:22,22
perfect (2)
42:9,10
perfectly (2)
43:2;47:14
perhaps (5)
56:19;67:13;
89:19;111:3,5
period (3)
19:20;68:14;71:9
perishable (1)
124:23
permission (7)
101:10,17;102:13;
104:1;112:17;
126:19;127:4
permits (1)
116:2
person (16)
23:11;26:16,23;
28:24;29:11;30:17,
18;31:12,13;59:24;
60:23,24;71:22;
75:19;117:14;138:14
personal (7)
27:18,19;28:8,16,
20;29:1;32:19
personally (4)
15:7;39:5;45:22;
84:16
personnel (3)
32:4;48:15;78:6
person's (2)
25:25;26:20
perspective (1)
7:19
persuasion (1)
106:3
pervious (5)
16:17;17:24;
20:17;22:2;88:25
phone (6)
27:18,19;28:3;
29:1,1;63:20
phones (1)
28:17
photograph (2)
74:25;127:10
physical (1)
40:17
pick (4)
63:21;73:7,18;
119:23
picked (1)
119:25
picking (1)
121:2
picture (1)
19:8
piece (4)
50:13;92:23,24;
113:13
pieces (1)
135:25
pierce (1)
51:24
Pin (1)
126:4
pipes (1)
110:25
Pittman (49)
3:11,12,22;4:6,7,
15;5:1,2;13:14,15;

51:3,4;62:7;73:4;
74:20;75:2,6,13;
76:2,6;78:14,20,22;
79:3,6,8,12;81:10;
82:23;83:7,13,15;
94:24;99:5,10,13,19,
24;100:2;107:2;
108:5,19;111:20;
112:3;114:8,9,19;
139:3,4
Pittman's (2)
94:25;96:19
place (8)
17:24;20:5;25:11,
13;88:13,21;92:19;
93:4
placed (1)
88:3
plan (5)
91:18;101:25;
102:20;123:10;
136:19
planet (1)
41:13
Planning (6)
15:2;92:25;
100:21;120:5,14;
131:21
plans (2)
108:7;110:11
planting (3)
93:22;131:8,20
plaque (1)
107:15
play (1)
53:6
playing (1)
109:17
please (8)
3:3;4:18;7:3;13:6;
50:20;85:12;113:25;
138:20
pleased (2)
131:7,24
plenty (1)
123:21
plot (1)
125:11
plotholder (1)
125:7
plots (7)
122:15;123:16;
124:18;125:2,4,5;
126:2
plumbing (2)
47:4;116:1
Plus (2)
62:22;74:16
pm (1)
139:13
pocket (1)
128:15
point (10)
46:19;48:8;72:23;
74:4;91:13;98:5;
102:15;107:14,22;
128:2
poison (1)
20:11
police (12)
40:4;52:4;53:10;
61:20,23;65:1,12,14;
71:21;80:17;81:11;
85:10
policeman (1)
63:5
policies (2)
32:12;126:25
policy (8)
29:9,10;30:7;
32:11,24,25;45:2;
72:7
Political (15)
18:23;22:17,19;
24:5,20,24;25:3,4;
27:7,20;28:21,21;
74:7;130:12,14
politicize (2)
23:7,8
politics (2)
23:10;135:2
poll (1)
94:3
poor (1)
138:16
population (1)
22:10
pornographic (2)
26:3,18
porous (3)
14:12,13;16:6
position (3)
60:18;77:20;
122:10
positive (1)
99:7
possible (6)
30:20,22;49:20;
67:18;108:17;129:2
possibly (3)
81:16;98:4;131:20
post (1)
96:3
post-development (2)
87:22;88:12
Posting (2)
50:6,7
postpone (1)
116:16
potentially (1)
81:8
Powell (1)
52:2
power (1)
91:1
powerful (1)
138:9
powers (1)
106:3
PPO (4)
10:5,7,7,9
practical (1)
57:7
prayer (1)
118:3
prefer (2)
43:4;94:7
preferably (1)
38:2
preliminary (3)
6:16;107:23;
120:12
premises (1)
19:20
premiums (3)
9:14,19;10:1
prepared (1)
80:4
present (2)
9:19;77:19
presenting (2)
6:4;120:12
pretty (8)
21:6;43:10;57:4,
10;69:6;97:20,21;
128:11
prevail (1)
33:16
previous (2)
105:14;127:23
previously (2)
17:17;65:25
prices (1)
8:23
priest- (1)
41:17
primarily (2)
24:10;93:7
primary (2)
16:3;130:18
principally (1)
124:7
prior (1)
77:10
Priscilla (1)
136:5
prisoner (13)
56:20;58:17;
59:17,19,20;60:1,14,
20;62:18;73:9;
74:16;82:1,15
prisoners (18)
57:3,17;61:9,16;
64:4;67:15;72:24,25;
73:8;74:3;77:17,18,
22,24;78:12;83:1;
86:12;132:2
Privilege (26)
35:15;36:4,22;
38:7;39:20;41:6,7,9,
16,18,18,20;42:5;
43:12;44:3,13,18,22;
45:4,22;46:16,18;
51:23;52:17;129:4,
10
privileges (1)
46:4
pro (1)
68:13
proactive (1)
66:18
probably (12)
5:9,10;16:24,24;
17:25;18:16;25:24;
27:2;46:16;55:24;
83:5;90:10
problem (15)
21:23;22:7,7;
23:13;52:20;53:7,8;
67:7;79:21,23;101:2,
13;122:20;132:24;
134:13
problems (2)
14:19;98:8
procedures (1)
74:25
process (8)
7:15;74:21,24;
76:21;90:4,4,24;
105:16
processed (1)
68:11
processing (8)
63:10,11;68:16;
74:11,13,15;75:19;
76:19
produce (1)
124:17
product (1)
46:9
professional (1)
95:10
profit (1)
57:15
program (1)
81:1
progress (2)
51:12;99:15
prohibit (1)
26:14
prohibited (3)
25:6;27:17;29:10
project (1)
119:22
promise (2)
42:12,17
pronounce (1)
138:6
proof (1)
57:25
proper (1)
77:23
properly (1)
58:6
properties (2)
92:18;136:2
property (18)
5:12,13,14;28:3;
29:13,17;92:23,24;
98:10;101:25;108:4;
110:19,24,25;111:2;
122:16;135:22,25
proposal (3)
14:21;15:17;87:25
proposed (3)
56:3,5;127:21
prosecute (1)
26:6
protect (1)
124:22
protected (1)
36:21
proud (1)
124:5
provide (3)
63:9,18;81:12
provided (2)
58:3;80:24
providing (1)
55:2
provision (1)
55:21
provisions (1)
91:20
psychiatrist/psychologist-patient (1)
41:19
public (15)
16:12;24:13;25:1;
41:11;45:7,9;46:14,
19,23;48:7;51:20;
96:17,19;103:18;
129:8
public's (1)
46:10
published (1)
129:9
pull (3)
29:13;63:5;86:6
purchase (1)
92:18
purchasing (1)
135:25
purely (1)
70:18
purpose (2)
18:8;24:15
purposefully (1)
44:24
pursue (3)
95:5,7;101:15
pursuing (1)
94:25
put (40)
8:14;12:22;18:6,
12;32:5;33:20;36:8;

38:4;46:17;47:8;
49:10,24;54:14;
77:17,17;88:13;
89:13;90:15;91:2,14,
17,20;93:16;95:20;
97:18;98:6,10;100:5;
102:6;103:10;
109:14;111:8;
113:23;115:3,10;
122:10;128:1;130:2;
131:15;136:24
puts (1)
33:19
putting (9)
21:1;31:19;60:16;
90:4,14;95:5;109:19;
133:1;136:2

Q

Quality (2)
19:22;21:7
quick (2)
7:5;114:24
quickly (2)
48:24;97:21
quiet (1)
96:21
quit (1)
30:4
quite (7)
36:15;98:16,25;
108:12;117:18;
126:17;127:2

R

R-1 (1)
16:25
race (2)
34:11,18
races (1)
34:9
railroad (1)
55:20
rain (1)
15:10
raised (1)
119:3
rally (1)
27:7
rapid (1)
97:20
rata (1)
68:13
rate (10)
5:8,15,18;7:19,22;
8:1;10:8;11:9,10;
66:25
rates (6)
7:14,25,25;9:23,
24;10:1
rather (2)
14:13,18
ratio (1)
17:12
rational (1)
41:23
Ray (1)
126:21
read (4)
46:23;47:2;
126:13;132:19
reading (2)
46:22,25
reads (1)
46:2
ready (2)
81:8;106:7
real (10)
21:23;41:15;64:9;
71:8;110:20;124:24;
131:7,12,24;132:21
realistic (1)
17:1
really (26)
6:24;7:21;15:21;
17:6,11;26:11,11;
32:12,21;34:23;
40:13;56:18;57:6,24;
69:23;74:12;79:23;
84:21,24;90:12;
92:16;96:6,20;97:7;
123:4;134:7
reason (25)
22:12;27:20,21;
30:8;31:15;33:22,25;
38:20;41:17;44:15;
46:7;47:8;73:5,15,
20;74:17;77:5;
80:15;88:8;89:13;
90:9;117:10,15;
135:2,23
reasonable (6)
25:18;26:24,24;
27:22;28:23;93:7
reasons (2)
71:4;117:16
re-blacktopping (1)
91:18
rebuild (1)
53:15
recall (3)
99:3;127:24;128:6
receive (1)
63:13
received (1)
57:24
receiving (3)
29:16;66:19;82:6
recently (2)
19:22;37:10
reception (1)
21:2
recess (1)
94:19
recognize (1)
107:10
recognized (1)
42:5
recognizing (1)
108:3
recollection (2)
128:1,5
recommend (2)
31:8;83:3
recommendation (1)
125:5
recommended (1)
138:7
record (1)
89:15
Records (6)
36:20,25;37:5;
39:17,19;52:5
Recreation (1)
121:22
Recreational (2)
15:4,7
redevelopment (2)
89:9;91:16
redoing (1)
98:20
reduction (1)
6:17
reevaluating (1)
5:11
refer (1)
38:25
reference (2)
19:14;20:18
referred (2)
38:2;56:11
referring (1)
11:24
reflect (1)
6:10
refuse (1)
134:18
regard (11)
31:7;34:19;56:25,
25;57:5;70:16;
72:19;73:24;74:2;
123:5;128:5
regarding (1)
68:5
Regardless (3)
11:5,10;29:6
regards (5)
15:12;45:16;
74:10;82:5;128:12
regret (1)
123:21
regular (3)
10:4;27:13,14
regulation (5)
25:6;87:11;88:9;
90:20;91:3
rejected (1)
111:9
relationship (2)
132:8,11
relationships (1)
131:16
relative (2)
129:1;138:4
release (6)
68:7,12;102:21;
104:2;105:24;112:18
released (1)
64:2
releasing (1)
67:5
relevant (1)
70:5
relieve (2)
67:17;68:2
remaining (2)
54:10,19
remember (1)
31:1
remove (1)
18:5
removed (1)
107:16
rendering (4)
101:24;102:19;
104:2,3
renderings (2)
110:8,15
rendition (2)
96:12;105:4
renegotiating (1)
70:21
renewal (1)
9:25
renovation (4)
95:1,4,7;107:9
rent (3)
122:15;125:4,5
renting (1)
125:1
repair (1)
95:15
repeats (1)
112:13
report (1)
9:15
REPORTER (1)
7:2
represent (1)
54:13
representative (2)
41:1;136:25
Republican (4)
23:20;34:6;130:7;
131:1
reputable (1)
66:15
request (2)
36:25;95:10
requests (1)
39:18
require (2)
88:14;128:8
requirement (1)
91:4
requirements (1)
87:15
requires (1)
122:8
requiring (1)
88:3
research (5)
36:7;42:16;56:10,
24;84:18
reserved (1)
90:19
resi- (1)
19:19
resident (1)
117:8
residential (6)
16:20,23;17:19,21,
25;18:11
residentially (1)
17:3
residents (5)
18:5;44:4;45:23;
96:22;119:11
resolve (3)
44:8;55:11;57:12
resolved (1)
123:3
respect (2)
42:20;80:19
respon- (1)
134:1
responding (1)
29:19
response (4)
13:4;50:18;56:16;
66:5
responsible (1)
122:22
responsibly (1)
64:11
rest (1)
21:6
resting (1)
119:5
restore (1)
23:18
re-striping (1)
91:18
result (1)
61:3
results (1)
24:16
retain (1)
59:20
retained (1)
14:17
reticent (1)
45:1

reuse (1)
102:13
review (3)
16:9;103:1;112:7
rewriting (1)
16:20
RFP (11)
96:7;99:21;100:3,4;101:7,19;109:5,6;110:21;111:15;112:1
RFPs (5)
8:21;11:23;95:21;101:2;111:9
Rhonda (1)
47:25
Rick (1)
52:1
rid (1)
20:20
ride (1)
63:4
Right (51)
9:2,8;10:12,18;11:7,19;16:21;24:10;25:13,20;29:12;30:25;32:6;37:19;39:7;41:10;42:13,13;44:10;45:11;46:10;47:4;51:16;55:16;56:14;64:3,6;75:2,13;76:8;79:11;82:9;83:7;87:13;89:10;91:25;93:13;96:14;99:24;100:12;101:9,21;106:5;114:15;115:22;118:5;121:12;124:4;127:15;131:18;134:6
righted (1)
110:10
right-of-way (4)
16:12,14;21:15;111:2
rights (4)
25:25;26:9,20;28:10
ripe (1)
93:20
risk (11)
33:21;56:8,11,15,21,25;72:3,4,16,18;128:4
risks (1)
57:8
roads (1)
16:14
Roberts (1)
126:5
Roche (92)
3:13,14;4:8,9;5:3,4;6:7;9:17,25;10:3,12,16,19,23;11:1,5,8,13;12:15,18,24;13:16,17;18:22;19:1;22:16;23:3;30:13,21,25;33:6;34:3,22;35:1,4,14;38:4,10,13,18,23;39:1,4,12,16;43:15,22,25;44:10;47:7,16;48:9,13,17,25;49:5,8,14;50:8;51:5,6,10,15;62:10;64:3;79:14;80:19;83:19;86:2,8,13,18,22;90:1,7;91:5,9,25;92:21;93:13;94:1;114:10,11,21,22;115:6,16;116:3,8;130:17;139:5,6
rock (1)
107:15
roll (8)
3:3,23;4:18;13:6;50:20;112:5;113:25;138:20
room (1)
23:2
roughly (1)
79:1
rue (1)
46:12
rule (4)
25:9;27:22;46:21;84:7
rules (4)
45:3;125:9,10,14
run (8)
7:22;17:10;31:3;33:4;51:19;53:17;85:3;111:1
running (5)
34:17;53:17;130:6,8,13
runoff (2)
15:9,23

S

safe (3)
32:15;63:18;77:23
safety (2)
25:14;78:6
sale (1)
131:11
same (22)
11:9,10;41:17;47:9;54:8,13,15;55:9;56:1,4,9;61:5,7;62:12,19;74:5;84:10;102:14;108:3;131:10;132:3;139:13
Sandy (21)
54:9,12;55:9;56:5;58:15;60:7,8;61:3,8;67:3;71:11;74:5;77:5,6;79:25;81:18;82:18,25;83:16;84:14,19
sanitation (1)
23:1
sat (1)
92:4
Satellite (1)
132:20
Saturday (3)
118:17,18,20
save (1)
111:5
saw (2)
92:6;112:12
saying (12)
10:24;12:3,14;27:5;28:24;34:10;38:24;59:9;79:9;101:3;105:7;115:17
scale (2)
30:10;75:22
scan (1)
49:1
scenario (1)
14:19
scenarios (2)
17:9;18:1
schedule (2)
67:20;115:20
school (1)
122:18
scientific (1)
83:4
scope (1)
112:12
Scott (2)
102:5;115:5
Scott's (2)
113:20;115:22
scrutiny (1)
132:3
sealed (1)
11:23
seasons (1)
22:20
Second (11)
3:21,22;4:16,17;12:24;35:9;37:24;49:12;112:3;121:18;138:19
secondary (2)
14:7;15:6
seconding (2)
12:19;49:6
secrecy (2)
51:25;53:20
secret (1)
52:16
secretary (2)
30:2;120:20
Section (5)
14:21;15:3;16:11;17:16;32:4
sections (1)
115:24
security (2)
63:9;77:21
seeing (1)
108:15
seem (1)
44:1
seemed (1)
21:1
seems (4)
21:4;77:13;128:10;136:14
Seever (5)
119:10,10;124:4;125:3,17
segments (1)
62:25
selected (1)
120:17
selfish (1)
124:14
selling (1)
55:5
send (7)
36:17;69:16;94:8;96:7;112:1;129:3,4
sending (3)
29:4,15;45:18
sense (6)
30:9;33:16;34:1;43:7,24;121:24
sent (14)
30:3;36:12;39:6;41:8,8;46:13,16;48:4;58:23;64:21;66:7;70:14;110:21;129:11
separate (3)
65:6;86:4;121:15
separately (1)
90:8
serious (1)
98:9
served (1)
119:17
server (1)
39:7
servers (1)
36:19
service (1)
55:2
serviced (1)
116:22
service-rendering (1)
55:3
services (1)
112:12
serving (1)
119:16
Session (1)
48:15
set (11)
5:15;16:22;21:5;67:2;68:13;74:15;89:1;96:2;97:3,19;110:11
seventy-one (1)
81:22
Several (2)
38:19;95:1
sewer (1)
111:1
sexual (1)
29:6
shading (1)
87:20
shall (2)
20:7,10
shape (2)
117:13,16
sharp (1)
135:20
Sheltie (1)
135:4
sheriff (5)
30:24;31:3,4;66:8;69:12
Shield (1)
5:23
shifts (1)
76:9
shocked (1)
17:11
shop (2)
116:22;132:4
shopping (1)
93:8
short (3)
24:8;39:25;137:5
show (3)
32:10,17;64:9
showed (1)
110:6
showing (4)
9:14;32:16;129:19;131:22
shows (2)
25:17;63:9
shut (1)
24:2
sibility (1)
134:2
sick (1)
63:4
side (7)
20:4;29:23;30:5;123:16,16;124:20,20
sign (5)
102:10;105:23;108:11,15;122:6
signage (1)
90:14
signed (3)
18:24;35:12;64:14
silence (1)

118:7
similar (1)
17:18
simple (3)
91:22,23;130:2
simply (3)
25:22;92:7;97:3
singling (1)
28:23
sinking (1)
136:3
sister (3)
84:15,20;108:14
sit (3)
135:6,15,16
site (7)
47:9;48:11;49:2,10;50:11;114:25;121:14
sitting (2)
67:5;68:7
situation (6)
22:23;30:14;55:1;87:22;88:11;92:15
situations (6)
23:11;88:12;90:21,25;91:17;92:2
six (7)
14:8;19:23;21:17;127:12,15,17;128:9
sixties (1)
137:12
size (1)
87:17
slogan (1)
26:15
small (2)
16:14;135:19
smaller (1)
113:3
smart (1)
79:18
Smith (3)
31:9,10,14
soccer (1)
109:18
solution (2)
23:14;45:11
somebody (10)
21:24;27:24;29:24;34:20;70:11;76:4;94:11;95:19;124:24;128:13
somebody's (1)
20:12
somehow (6)
23:6;63:19;68:18;107:15;122:24;124:16
someone (17)
25:17,22;33:19;36:17;41:20;63:2;64:8;68:7;74:21;75:9;76:12;80:5;82:20;105:20;120:15;121:4;125:12
someone's (2)
24:5;31:11
something's (1)
43:5
sometime (1)
81:21
sometimes (7)
16:13;38:10,13;39:1,2;40:19;123:17
somewhat (1)
34:23
somewhere (2)
103:9;105:17
sons (1)
137:14
soon (4)
67:18;68:10,11;108:17
sooner (2)
43:4;92:16
sorry (7)
19:1;35:9;51:15;64:8;118:19;129:14;130:4
sort (5)
16:17;45:16;55:15;56:5;88:6
source (1)
52:18
space (3)
87:17;92:9;131:21
spaces (2)
93:10,12
Spangler (87)
3:16,17;4:11,12;5:6,7;12:7;13:19,20;15:18;27:4;28:2,13;29:3;33:8,12;43:24;44:6;49:22;50:2;51:8,9;52:7;57:13,21;58:9,13;59:8,13,16,18,23;60:12;61:12,22;62:2,20;69:11,18,22;71:15,19;75:17,23;76:11,16;78:1,4,11,18,21;81:17,25;83:16,22;84:2;94:10;96:25;97:8,12,17,25;98:3,22;99:3;100:6;101:16;107:3,18;114:13,14;116:12,14;117:7,23;118:1;125:20,23;132:15;133:10,19;134:5,9,20;138:19;139:8,9
speak (6)
19:3;94:11;107:7,21;119:14,21
SPEAKER (4)
100:20;118:16;124:3;130:22
Speaking (1)
130:3
speci- (1)
103:8
specific (1)
38:20
specifically (1)
44:21
speech (3)
24:3;39:25;138:9
spend (5)
29:18;71:13;74:13;81:15;126:22
spending (1)
135:8
spent (3)
21:1;119:15;121:10
spoils (1)
31:6
spoke (2)
67:25;137:23
spoken (1)
108:5
sponsorships (1)
138:8
spot (1)
60:16
Springs (21)
54:9,12;55:10;56:5;58:15;60:8,9;61:4,8;67:4;71:11;74:5;77:5,6;79:25;81:18;82:18,25;83:17;84:14,19
staff (6)
61:3;67:25;69:21;73:13;78:13;80:13
stance (1)
44:11
stand (4)
10:24;27:5;42:8;47:21
stand-alone (2)
69:8;115:13
standard (6)
21:6;26:25;27:1;45:3;90:13;111:15
standard-form (1)
102:10
standards (2)
90:5,11
standpoint (1)
86:3
start (7)
66:23;88:14;97:21;109:6,19;116:13;132:22
started (5)
65:9;84:14,20;98:16;123:13
starts (2)
53:1;103:21
state (7)
40:9;55:21,22;82:7,12,20;84:11
statement (1)
121:3
statements (1)
132:6
States (2)
40:2;42:3
stating (2)
32:4;61:13
status (1)
78:3
statute (1)
26:7
stay (1)
8:18
stayed (1)
97:13
step (3)
95:22;120:24,25
Stephens (43)
95:8,13;96:2,9,14,17;97:6;99:21,25;100:4,13,16,21,24;101:7,10,14,22;103:12,14,17;104:4,9,15,19,23;105:3,9,25;106:5,9;109:12;111:17,22;112:19,24;113:2,8,11,14,16,18;114:16
sticker (1)
23:21
still (13)
32:9,10,23;33:2,3,15;46:17;70:18;71:20;78:1,5;81:18;115:25
stingy (1)
117:14
stomach (1)
73:17
stop (3)
98:18;99:1;134:6
stopped (1)
52:6
Storage (2)
15:4;19:17
store (1)
116:23
stormwater (2)
14:19;15:22
strange (1)
53:9
straw (1)
94:2
street (5)
21:19;90:15,16;135:1,23
strict (2)
125:10,14
strictly (1)
97:10
stripe (1)
92:7
striped (1)
92:9
strongly (2)
37:12;97:2
structure (1)
121:11
struggling (1)
131:18
Stuart (10)
19:3,7;94:12,13;108:23;109:23;128:21,22;137:23;138:2
study (1)
17:22
stuff (1)
20:12
subdivide (1)
115:24
subject (2)
39:19;51:17
submit (1)
36:24
submitted (1)
111:4
subordinates (1)
24:19
subsection (1)
18:10
subsidizing (1)
79:25
sudden (1)
64:18
suddenly (1)
92:25
sue (1)
54:24
suggested (1)
98:25
suggestions (1)
6:25
suit (1)
19:10
suitable (1)
67:23
Sunday (2)
118:12,14
Sunshine's (1)
37:15
support (4)
24:19;107:8;109:7,16
suppose (1)
72:24
sure (20)
6:18;8:20;9:18,21;11:21;31:4;35:7,22;45:5;61:17;74:4;

75:21;81:23;83:2;
91:8;106:2;110:14;
132:9;133:1;134:1
surely (1)
121:5
surface (9)
14:13,14;16:6,7,
17;20:17;22:3;
87:14;92:4
surfaces (1)
14:12
surprised (1)
103:4
surrounding (1)
63:12
surveillance (1)
85:2
survey (4)
110:14,19,24;
111:21
Susan (3)
133:5,7;134:23
suspect (1)
103:3
sworn (1)
40:1
sympathies (3)
118:15,21;131:4
synopsis (1)
57:10
system (2)
47:4;68:13

T

Ta (1)
36:1
tack (1)
135:20
talent (2)
120:9,10
talk (12)
35:21;41:21;
52:24;62:22;72:10,
18;95:11,23;96:4;
106:15;108:8;135:7
talked (5)
56:10;108:10;
121:14;128:3;131:10
talking (22)
16:16;44:16;
58:10,14;62:23;
71:15;74:24;76:18;
78:19;79:4;84:23;
85:21;93:9,11;95:13,
17;98:19,20;99:9;
121:10;127:20;137:7
tapers (1)
21:17
tation (1)
66:4
Tech- (1)
70:15
technical (1)
130:15
technically (2)
70:19;100:13
technology (1)
16:10
ten (1)
128:24
tends (1)
23:7
term (2)
70:20,22
terminate (1)
29:20
termination (1)
33:23
terms (5)
17:19;21:7;74:12;
111:10;132:1
terrible (1)
108:17
that'll (1)
74:7
theirs (1)
69:6
theory (1)
56:1
Therefore (4)
55:12,17;61:6;
70:15
Theresa (1)
120:21
thinking (2)
109:3;123:10
third (4)
37:24;71:7;120:4;
121:21
though (9)
33:21;35:3;36:16;
38:14;43:25;72:24;
74:11;90:2;131:24
thought (7)
22:13;45:21;
90:12;112:25;113:2;
121:5;136:1
three (13)
9:20;10:10;40:1;
70:4;78:25;79:7,9;
82:2;104:11;111:23;
120:1;121:11;129:7
threshold (2)
30:9;91:24
thresholds (5)
88:13,21;91:16;
93:3,6
throughout (3)
61:23;87:12;88:3
throw (2)
47:24;81:8
thumb (1)
25:9
thumbing (1)
64:19
Thursday (1)
49:10
ticket (1)
22:6
Tiger (2)
19:8;21:8
till (5)
5:10;49:19,20;
63:8;116:9
Timbuktu (1)
82:16
timely (1)
92:14
times (3)
31:5;38:19;57:24
tion (1)
93:21
tions (1)
73:23
tipping (1)
30:11
today (1)
109:18
Today's (1)
36:23
together (5)
35:20;90:5;108:7;
115:4;119:3
told (5)
37:21;39:18;
61:18;80:21;81:24
Tom (5)
20:23;51:13;
53:21;109:24;134:24
Tomorrow (2)
120:4,12
tonight (13)
6:23;36:6;41:10;
43:13;59:9;60:22;
89:14;99:6,14;107:7;
116:15;136:12;137:3
toothaches (1)
73:16
top (1)
74:19
topo (1)
111:22
total (1)
58:14
totally (1)
67:1
tower (2)
78:16,17
town (1)
135:19
trailer (2)
19:24,25
training (1)
35:19
transferring (1)
64:4
transition (1)
21:21
transport (3)
67:15;68:1;73:18
transported (2)
73:11,14
transporting (1)
82:25
Travelers (4)
66:13;72:7,10,11
treasurer (1)
120:18
treat (1)
20:9
treating (1)
74:6
Tree (3)
89:5;91:2;131:20
trees (6)
88:5;89:1;91:7,14;
93:22;131:8
tremendous (1)
126:1
tried (5)
46:12;72:1,5;
111:8;119:23
trouble (1)
76:17
true (4)
53:21;57:22;
60:19;98:4
truly (1)
31:16
truth (1)
79:22
truthful (1)
53:4
try (11)
26:10;32:12;34:2;
39:23;41:22;45:1;
81:14;83:10;84:8;
99:14;124:11
trying (8)
24:2;39:11;47:23;
52:21;78:22;102:8;
119:22;129:6
tunity (2)
81:14;88:23
tunnel (1)
41:23
turn (7)
24:4;29:25;45:9;
57:19;64:6;110:1;
133:2
turned (1)
110:16
turning (1)
133:9
turns (1)
53:1
TV (1)
135:6
tweak (2)
94:7;103:19
twenty- (1)
81:21
two (28)
5:10,16;9:8,10;
54:23;64:18,22,23,
25;65:5;71:8,21;
76:9;78:15,25;79:7,
9;85:19;110:4;
119:1;121:18,19;
122:5;124:1;127:9;
128:4;129:7,16
two-reading (1)
46:21
type (12)
14:13;15:16;
21:11,13;26:15;29:1;
40:25;55:8;57:20;
81:13;89:1,2
typo (1)
112:12

U

ultimate (1)
45:11
umbrella (2)
121:19;122:5
uncle (2)
29:20,25
uncomfortable (2)
37:6,7
under (8)
5:20;9:23;19:17;
36:22;47:24;64:16;
112:12;130:15
under- (2)
10:23;27:4
underneath (9)
25:25;26:6,19;
29:9;55:25;56:14;
70:19;72:7;130:13
underway (1)
119:23
Unfortunately (1)
72:16
unfriendly (1)
129:23
UNIDENTIFIED (4)
100:20;118:16;
124:3;130:22
unify (1)
123:14
United (2)
40:2;42:2
Unity (1)
119:25
unless (2)
46:24;73:12
unsafe (1)
95:16
up (68)
5:13,19,21,22,23;
7:23;10:17;18:24;
19:8;22:23,24,25;

23:10,16;25:17;
31:23;32:10,16,17;
35:12;36:18;37:16;
42:15;45:7;49:2,23;
50:12;53:2;55:9;
58:11,21;62:24;63:9,
21;66:1;67:8;68:13;
70:5;73:7,18;74:8;
77:25;79:16;80:1;
81:14;82:3;83:17;
85:3,5;89:7;91:10;
96:3;103:10;106:11,
12;110:6;113:5,17;
116:11;119:3,14;
120:23;121:4;
122:10;131:25;
135:11;136:15;
137:22
updated (1)
108:15
updating (1)
107:10
up-front (1)
68:15
upon (3)
68:6,6;93:4
upset (3)
53:2,3;136:15
upstanding (1)
117:4
USA (1)
89:6
Use (12)
15:4;24:14;28:3,8,
16;34:1;66:4,14;
74:11;81:2;96:11;
136:19
used (2)
80:22;135:3
user-friendly (1)
69:5
using (3)
18:10;27:17,19
usually (7)
21:15;49:18;
78:25;82:15;110:7,9,
10
utilize (1)
126:18

V

valid (1)
64:17
values (1)
5:14
variable (1)
81:5
variables (2)
58:19;127:9
variances (1)
90:21
vary (1)
45:2
vegetable (1)
124:2
vegetables (6)
124:6,8,10,15,17,
23
veil (1)
51:25
Vera (1)
106:10
verbal (1)
58:1
version (5)
22:18;23:16;34:4;
54:8;70:13
versus (2)
83:1;91:4
viable (1)
57:4
vice (1)
135:11
victor (1)
31:6
Vinson (1)
58:22
violated (1)
27:22
virtually (2)
52:3,17
virtue (2)
11:23;80:10
Visible (3)
20:7,9,13
visit (1)
135:5
Visitors (1)
122:17
voila (1)
37:4
volition (1)
88:16
volunteer (1)
121:1
volunteers (2)
122:8,14
vote (14)
18:13,14;23:2,20;
34:6,6;43:12;45:8;
60:22;64:11;77:6,11,
15;89:21
voted (3)
41:2;97:2,9
Vote-for-So-and-So-for-Mayor (1)
30:16
voting (2)
31:14;130:20

W

wait (4)
63:8;83:12;
103:10;119:8
waive (5)
41:7;43:12,13;
46:24;94:14
waived (2)
41:9,9
waiver (1)
122:17
waivers (5)
122:13,13,14,15,
19
walked (1)
135:14
walking (1)
19:9
walks (1)
78:17
wall (1)
53:20
wants (6)
8:13;21:24;42:24;
94:11;101:5;106:17
warrant (3)
65:1,2,19
warrants (3)
65:15;86:11,14
wash-off (1)
14:18
watching (1)
55:16
water (4)
14:16;15:10;
22:24,25
way (33)
14:24;21:21,25;
23:5;30:11;32:11,21;
39:24;44:1,14,20;
46:20;53:9;55:18,19;
60:2;63:14;84:12;
97:15;107:13,16;
119:4;121:24;
122:21;123:18,18,
20,22;126:18;130:8;
131:10,12;132:10
wear (6)
22:20;30:15;
33:13;34:5,10,18
wearing (4)
23:2;25:22;26:15;
31:11
Web (6)
47:9;48:11;49:2,
10;50:10;114:25
Weed (64)
23:25;24:6;26:14,
17;27:10;28:5,15;
29:8;30:20,23;31:2;
32:1,7;33:15;34:13,
24;35:2;39:23;43:20,
23,25;44:6,19;46:5;
47:12,23;48:12,16,
19;54:1;57:18;59:11,
17;70:3,4;71:17,23;
73:20;82:9,12;83:2,
8,14,21,24;84:6;
85:18,22,25;87:5;
94:8;102:4,23;103:8;
105:17;106:2;112:9;
115:22;122:25;
126:15;127:24;
129:1,22;130:10
weeds (3)
20:7,10;125:13
Weed's (2)
89:17;94:5
weekly (1)
120:5
weeks (4)
5:10,16;9:8,10
Weese (1)
126:5
weigh (1)
42:24
Weiner-Huice (1)
121:7
welcome (1)
133:1
welcoming (1)
138:12
weren't (1)
58:6
what's (9)
36:1;37:14;51:21;
53:14;97:15;129:18,
19;133:13;134:1
whatsoever (3)
48:21;88:20;93:9
Wheeler (1)
121:5
Wheeler-Chestnut (1)
121:13
whereas (1)
14:16
whistles (1)
83:10
whole (4)
48:10;61:23;81:8;
98:20
wholeheartedly (1)
109:16
whomever (2)
102:21;104:22
Who's (1)
119:7
whose (1)
134:1
wild (2)
125:12,13
willing (3)
69:5;107:19;108:2
willingness (1)
131:22
win (2)
31:12;71:10
Windsor (1)
126:4
Winfred (1)
107:1
wins (1)
23:12
wish (2)
43:5;86:24
within (8)
9:10;14:8;17:7;
18:7;36:18;87:19,25;
136:16
without (1)
84:5
woman (1)
25:19
won (1)
74:2
wondered (1)
38:1
wonderful (4)
96:22;120:10,24;
121:8
Woods (1)
19:9
Woods' (1)
21:8
word (2)
22:21;23:18
worded (1)
122:21
wording (1)
26:2
words (5)
14:22;26:7;92:15;
125:10;129:7
work (21)
7:1;8:25;25:11;
27:22;28:11,12;
32:14,16,17,18,20;
35:20;43:18;46:9;
98:2;102:17;120:25;
121:21;124:12,20;
131:11
worked (1)
98:5
working (19)
6:17;18:16;28:25;
32:18;37:20;43:11;
45:17;66:23;77:1;
82:13;115:25;122:2,
25;123:15;128:16,
17;132:17,22;134:14
workplace (1)
28:22
works (7)
42:6;45:12;70:9;
82:13,17;119:4;
120:21
workshop (1)
89:19
world (4)
41:25;46:13;
63:14;124:17
worth (1)
57:8
write (1)

88:2
writing (3)
57:25;61:13;87:8
written (3)
46:20;81:19;
105:18
wrong (2)
85:5;97:15

X

X-amount (1)
83:25
XYZ (1)
33:23

Y

Ya (1)
121:7
YaJara (1)
121:6
y'all (3)
6:20;7:16;8:11
y'all's (2)
6:22;8:3
yard (3)
20:3,4;22:4
year (8)
7:9,13,15,23;8:7,
16;19:23;81:21
year-and-a- (1)
8:16
years (15)
14:9;18:8;42:5,6;
95:2;100:17;117:5,6;
119:1,2,2,12,15,17;
128:24
yesterday (1)
132:18
you-all (2)
8:17;101:11
young (1)
121:6

Z

zone (1)
92:10
zoned (1)
17:3
Zoning (4)
15:12;18:17;88:9;
90:23