

CITY COUNCIL
ATLANTA, GEORGIA



A RESOLUTION
BY

FINANCE/EXECUTIVE COMMITTEE

04- R-1754

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF MOTOR VEHICLE SAFETY AND THE CITY OF ATLANTA FOR THE PURPOSE OF AIDING IN THE COLLECTION OF DELINQUENT PARKING FINES OWED TO THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Motor Vehicle Safety (hereinafter referred to as the "Department") is responsible for the issuance of motor vehicle registrations and the maintenance of registration records pursuant to O.C.G.A. 40-2-130; and

WHEREAS, pursuant to O.C.G.A. 40-2-130(d), the Georgia Department of Motor Vehicle Safety Commissioner may, in his or her discretion, authorize the release of registration records to any appropriate governmental official, entity, or agency for the purposes of carrying out official governmental functions or legitimate governmental duties; and

WHEREAS, the City seeks to collect unpaid fines imposed as a result of parking tickets (hereinafter referred to as the "Tickets") which were issued within the territorial confines of the City of Atlanta; and

WHEREAS, the City desires to obtain motor vehicle registration records from the Department for aid in said collections; and

WHEREAS, the Department and the City are empowered to enter into this agreement pursuant to 1983 Georgia Constitution Article IX, Section III, Paragraph 1, as an intergovernmental agreement not exceeding 50 years.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor is hereby authorized to enter into an intergovernmental agreement, attached hereto in substantial form as Exhibit A, between the City of Atlanta and the Georgia Department of Motor Vehicle Safety for the purpose of aiding the City in the collection of delinquent parking fines.

Section 2: The City shall ensure that its Financial Collection Agent shall be bound by all terms of the Intergovernmental Agreement.

Section 3: The City or its Agent shall pay the Department the sum of \$1.00 for each vehicle registration record requested.

Section 4: That all resolutions or parts of resolutions in conflict herewith be and the same are hereby rescinded.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

October 18, 2004
October 20, 2004



Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE GEORGIA
DEPARTMENT OF MOTOR VEHICLE SAFETY
AND THE CITY OF ATLANTA, GEORGIA**

This Agreement is entered into between the Georgia Department of Motor Vehicle Safety, an agency of the State of Georgia created pursuant to O.C.G.A. § 40-16-1 et seq. (hereinafter referred to as the "Department") and the City of Atlanta, Georgia, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "Atlanta" or the "City"). The Department and the City shall be collectively referred to as the "Parties."

WHEREAS, the Department is responsible for the issuance of motor vehicle registrations and the maintenance of registration records pursuant to O.C.G.A. § 40-2-130; and

WHEREAS, pursuant to subsection (d) O.C.G.A. § 40-2-130, the commissioner may, in his or her discretion, authorize the release of registration records to any appropriate governmental official, entity, or agency for the purposes of carrying out official governmental functions or legitimate governmental duties; and

WHEREAS, the City seeks to collect unpaid fines imposed as a result of parking tickets (hereinafter referred to as the "Tickets") which were issued within the territorial confines of Atlanta; and

WHEREAS, the City desires to obtain motor vehicle registration records from the Department for use in said collections; and

WHEREAS, the Department and the City are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I. As an intergovernmental agreement not exceeding 50 years.

NOW THEREFORE, for good and valuable consideration of the mutual promises and agreements herein set forth, the Parties hereby agree as follows:

1. Purpose

A. The purpose of this Agreement is to set out the terms and conditions under which the Department will disclose to the City certain information contained within the official motor vehicle registration records maintained and compiled by the Department. The use of said motor vehicle registration information by the City shall be exclusively in connection with collection of the Tickets.

B. Information released to the City under this Agreement is subject to limitations imposed by O.C.G.A. § 40-2-130, Georgia's Open Records Act, O.C.G.A. § 50-



18-1, et seq., the rules and regulations promulgated by the Department, federal law, and the provisions set forth within this Agreement.

- C. The City shall ensure that any independent contractor or other entity acting as agent for the City in the collection of the Tickets (hereinafter referred to as "Agent") shall be bound by all terms of this Agreement. Should the City hire an independent contractor or other entity to act as Agent in fulfilling the terms and responsibilities of this Agreement, the City shall so notify the Department in writing and provide the Department a copy of the City's contract with the Agent upon the Department's request.

2. **Connectivity**

- A. The Department has created a secure electronic process (hereinafter referred to as the "Process") by which the City may obtain motor vehicle registration record information regarding the vehicle for which Tickets are issued. The Department shall hold title to any software developed pursuant to this Agreement.
- B. The Department agrees to provide the City and/or its Agent, the name and mailing address of the registrant of the vehicle at the time that the Ticket was issued by the City upon receipt of a request for such information in an electronic format as specified by the Department.
- C. Each request for motor vehicle registration information submitted by the City or its Agent shall include the license plate number, the date on which the Ticket was issued, and the make of the vehicle for which the Ticket was issued. Motor vehicle model information shall be submitted in conformity with VINA standards.
- D. If the Department matches the information submitted pursuant to this Agreement to a vehicle contained within its motor vehicle registration records, the Department shall report the owner's last known name and address to the City and/or its Agent in an electronic format specified by the Department. Wherein, as a result of a change in ownership of the vehicle, the owner information submitted by the City and or its Agent does not match the information contained in the motor vehicle registration records, no information about the new owner of the vehicle will be provided.
- E. If the Department cannot match the information submitted to it pursuant to this Agreement to a vehicle contained within its motor vehicle registration records, the Department shall report a "non-match" in an electronic format specified by the Department.
- F. If the Department is unable to identify the vehicle for which the information is requested, the Department shall return an "insufficient information" message in an electronic format specified by the Department.

- 
- G. The City or its Agent shall pay the Department the sum of \$1.00 for each vehicle submitted. The Department shall send monthly bills to the City or to such Agent's address as specified by the City. The City or its Agent shall remit payment to the Department by check within thirty (30) days of receipt of each bill. Billing disputes between an Agent and the City shall not relieve the City of its obligation to pay the Department and the City shall, at all times, be responsible to the Department for the payment obligations under this Agreement.

3. Restrictions on Use of Records

- A. The City and/or its Agent shall take all necessary measures to ensure that the motor vehicle registration information requested and received shall be exclusively used for the purpose of collecting the Tickets.
- B. The City and/or its Agent shall not disclose, supply, or resell motor vehicle registration information obtained pursuant to this Agreement to any other party.
- C. The City shall not obtain motor vehicle registration information for any vehicle unless it possesses a Ticket related to that motor vehicle. The City shall also require its Agent to expressly agree and warrant that it shall not request motor vehicle registration information at any other time or for any vehicle other than in furtherance of the collection of a Ticket.
- D. The City agrees to take all measures necessary to ensure that the motor vehicle registration information transferred to it is used solely for the collection of the Tickets and that the motor vehicle registration information shall not be transferred to another party other than an Agent retained for purposes of collecting the Tickets. The City shall take all measures necessary to ensure that the motor vehicle registration information supplied by the Department will not be divulged, supplied, sold, assigned or transferred to anyone. The City shall require its Agent to indemnify and hold harmless the State of Georgia, the Department and its respective employees, officers, Board members and Agents, from and against any and all law suits, legal actions or proceedings, administrative or governmental proceedings, demands, judgments, penalties, interest, damage awards or other claims of any kind or nature that allege that the State or Georgia, or the Department or its employees, has improperly divulged, supplied, sold, assigned or transferred the motor vehicle registration information provided under this Agreement.

4. Audit

- A. All documentation supporting the reason for the motor vehicle registration information request, including but not limited to transaction details, client agreements, computer software and programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review or audit by the



Department or its representative for a period of four (4) years from the date of the request at no cost to the Department.

The City agrees to accommodate and require its Agent to accommodate, the Department's request for an inspection, review, or audit on one (1) business day's notice and to allow on-site audits during regular business hours.

- B. The City and/or its Agent shall maintain a log containing a record of each request for motor vehicle registration information for a period of four (4) years from the date of the request. The log shall be immediately available for review at the Department's request. An electronic or "hard" copy of such log shall be provided to the Department upon request. The log format shall provide the following in the order presented: (i) Date of request, (ii) license plate number, and (iii) the make of the vehicle.

5. Termination of Service

- A. Should the Department, in its sole discretion, determine that the City and/or its Agent is failing to substantially comply with the terms of this Agreement, the Department shall provide written notice thereof to the City. As soon as its practicable, but no more than five (5) business days after receipt of said notice, the appropriate representative of the Parties shall meet to discuss the conditions serving as the basis of said notice. In the event such conditions are not thereafter corrected within the amount of time to be determined by the Department exercising its sole discretion, the Department may terminate this Agreement upon three (3) calendar days' written notice to the City and/or its Agent.
- B. The City may unilaterally terminate this Agreement, in whole or in part, for the City's convenience, or because of failure of its Agent to fulfill the obligations of this Agreement in any respect. The City shall terminate by delivering to the Department, with at least thirty (30) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.
- C. This Agreement may be immediately terminated by the Department in the event that any of the following occurs:
 - 1. The City's Agent (i) becomes insolvent, or begins liquidation or dissolution proceedings (ii) is the subject of a voluntary or involuntary petition of insolvency under any state insolvency law; (iii) an assignment is made by for the benefit of creditors; or (iv) a proceeding for the appointment of a receiver, custodian, trustee or similar agent is initiated;
 - 2. a breach of the Agreement occurs between the City and its Agent; or
 - 3. the City ceases to issue parking tickets or the City delegates its responsibility of issuing parking tickets to a third party.



- D. This Agreement is subject to immediate termination by the Department should the agreement fail to meet any new requirements and regulations that may be issued or promulgated by the Department, the State of Georgia, or Federal law.

6. Time of the Essence

Time is of essence of this Agreement.

7. Loss of Funding

Notwithstanding any other provision of this Agreement, in the event the appropriations from the General Assembly of the State of Georgia no longer exist to allow the Department to provide for immediate on-line electronic furnishing of records or otherwise perform according to the terms of this Agreement, this Agreement shall immediately terminate without further obligation on the Department as of that moment. The certification by the Commissioner of the Department shall be conclusive of such termination.

8. Remedies

- A. The City acknowledges that any breach by the City or its Agent of the representations, warranties, restrictions, terms, or conditions contained in this Agreement constitutes a material breach and shall be grounds for the Department, in its sole discretion, to suspend the services provided under this Agreement or terminate this Agreement immediately without notice. The City acknowledges that certain breaches by it or its Agent may result in criminal and/or civil liability by the party committing said breach. The City agrees to instruct its employees and agents who have access to the motor vehicle registration information of the consequences of any breach of the representations, warranties, restrictions, terms or conditions contained in this Agreement.
- B. The City agrees and acknowledges that a breach of material term(s) of the Agreement shall cause immediate and irreparable harm and damage to the State of Georgia, in which event the Department and/or the State of Georgia shall be immediately entitled to injunctive relief and a return of all records without any rebate of any fees or payments, in addition to any other rights and remedies to which it may be entitled, at law or in equity.
- C. If the City and/or its Agent fails to make timely payments under the provisions of this Agreement, the Department may terminate this Agreement or suspend the services provided under this Agreement until such time as it pays to the Department the full amount due to it, including, but not limited to interest in the amount of 12% per annum. If the debt is collected by or through an attorney, the City will pay the Department attorney's fees equal to 25 percent of the principal and interest owed. If the Note is collected by means of a lawsuit, the City will pay the Department attorney's fee equal to 30 percent of the principal and interest owed. The fees will be paid regardless of whether the Department collects



through outside counsel or through staff attorneys in the Georgia Department of Law.

- D. The remedy of termination of this Agreement or release of the Department from the obligations of the Agreement afforded to the Department under the various provisions of this Agreement shall not be deemed to be an exclusive remedy, but rather shall be in addition to all other remedies that may be available to the Department. Termination of this Agreement shall release the Department from any and all obligations under this Agreement, but shall not bar either the Department from pursuing any remedies it would otherwise have against the City and/or its Agent. The City agrees that the State has all remedies available to it as provided by Georgia law.
- E. The Department shall not be liable for any monetary damages to the City, its Agent, or anyone else resulting from its inability to provide immediate on-line electronic access to motor vehicle registration records requested for any reason.

9. Term

- A. This Agreement shall become effective on the date it is signed and accepted by the Department, superseding and replacing any and all existing agreements with the City for the services and subject matter contained herein.
- B. This Agreement will continue in force until _____ 200_. This Agreement shall permit the parties to exercise one (1) option to renew this Agreement on the same terms and conditions beginning _____.

10. Release and Indemnity

- A. The Department and the State of Georgia shall not be liable to the City or its Agent for general, consequential, incidental, exemplary, special or like damages resulting in whole or in part from the services or motor vehicle registration records provided under this Agreement.
- B. The City hereby waives, releases, relinquishes, discharges the State of Georgia, the Department, and its respective employees, officers, Board members and agents, (including the State Tort Claims Trust Fund) of and from any and all claims, demands, liabilities, losses, costs and/or expenses for any loss or damage, including, but not limited to bodily injury, personal injury, death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation and/or invasion of privacy and attorney fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission, whether intentional or negligent, through theft, or otherwise on the part of the City its agents, employees, subcontractors, or others working for or on behalf of the City, or due to any breach of this Agreement by the City or its Agent, or due to the application or violation of any pertinent federal, state or local



law, rule or regulation by the City and/or its Agent, their agents, employees, subcontractors, or others or caused by any other person. The City shall require an indemnification under the terms of this paragraph from any private entity acting as its Agent for purposes of this Agreement. The indemnification shall apply whether the activities involve third parties, whether employees or agents of the State of Georgia and the Department are responsible for the situation giving rise to the claim, or a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification applies even if the State of Georgia or the Department is partially or wholly responsible for the situation giving rise to the claim. The Agent's indemnification shall extend to the successors and assigns to the Agent.

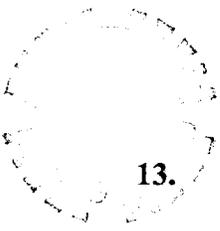
- C. This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of any Agent.
- D. If, and to the extent such damage or loss as covered in this indemnification is covered by the State Tort Claims Fund established and maintained by the Department of Administrative Services, the City agrees to reimburse any and all amounts paid out by the State Tort Claims Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the State Tort Claims Fund, the City waives, and shall requires its Agents and insurers to waive, any right to subrogation against the State, the Department, the State Tort Claims Fund, and the insurers participating thereunder.
- E. The City shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the State of Georgia or the Department arising hereunder. No settlement or compromise of any claim, loss or damage asserted against the State of Georgia or the Department shall be binding upon the State of Georgia or the Department unless expressly approved by the Department and, if required, the Georgia Department of Administrative Services.

11. Force Majeure

The parties hereto shall not be responsible for any failure or delay in the performance of any obligation hereunder caused by Acts of God, flood, fire, war or public enemy.

12. Waiver and Severability

No failure or delay in exercising or enforcing any right or remedy hereunder by the Department shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.



13. Compliance with all Laws

The City and its Agents shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to its performance pursuant to this Agreement, including, but not limited to the Driver's Privacy Protection Act, 18 U.S.C. § 2721, et seq., and the rules and regulations, as are now, and as may be promulgated by the Department. The City agrees to instruct its employees and agents who have access to the motor vehicle registration information of the consequences of any breach of the representations, warranties, restrictions, terms or conditions contained in this Agreement.

14. Choice of Law

This Agreement shall be governed by the laws of the State of Georgia, without application of conflicts of laws principles. Any suit brought pursuant to this Agreement against the State of Georgia, the Department or its employees and agents shall be filed exclusively in Fulton City, Georgia, and in no other jurisdiction.

15. Authority

The individuals executing this agreement represent that they have personal knowledge of the matters stated herein and represent that they are authorized to execute this agreement. The parties acknowledge that each has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

16. Assignment

Performance under this Agreement shall not be assigned by the City or its Agent without the prior written consent of the Department. The inclusion of authority to grant permission to assign its rights and obligations under this Agreement does not create any obligation for the Department or the City to give such consent.

17. Headings

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. Amendments in Writing

No modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by all parties and attached to this Agreement as an Amendment, identifying this Agreement and the paragraph(s) being modified, amended or superseded. No representation, request, instruction, directive, or order, made or given by any official of the Department or the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal

amendment and executed as set forth above. The City shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

19. Conflicts of Interest, Trading with State Employees

The City certifies that the provisions of O.C.G.A. § 45-10-20, et seq. have not and will not be violated during the term of this Agreement.

20. Immigration Reform and Control Act

The City and/or its Agents shall employ only United States citizens and aliens who are authorized to work in the United States. The City agrees to verify and to require its Agent to verify that any employee, contractor, subcontractor, or agent performing any of the work contemplated in this Agreement is a United States citizen or alien who is authorized to work in the United States. Further, upon the request of the Department, the Country and/or its Agent will provide the Department with documents establishing the identity and the right of employment of all employees, contractors, subcontractors, or agents performing said work.

21. Notice

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by certified mail to the party at the address set forth as follows:

Department of Motor Vehicles Safety
Attn: General Counsel Division
Post Office Box 80447
Conyers, Georgia 30013

Gary Donaldson, Director
City of Atlanta Bureau of Treasury
55 Trinity Street
Atlanta, Georgia 30303

22. Survival

The respective rights and obligations of the parties under shall survive any termination or expiration of this Agreement.

23. Miscellaneous Provisions

- A. The City agrees to comply and to require its Agent to comply with Federal and State laws, rules, regulations and the State's policy relative to nondiscrimination in employment practices including hiring, promotions, demotions, dismissal and



other elements affecting employment because of race, color, sex, religion, age, physical handicap, political affiliation or national origin.

- B. During the performance of this Agreement, the Parties agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regards to their race, color, religion, or national origins.
- C. No member of or delegate to Congress, or resident Commissioner, shall be admitted to share or part of this Agreement or any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
- D. The Parties agree that in any Agreements to be developed and awarded pursuant to this Agreement all work and procedures related to said Agreement, shall, at all times, conform to the applicable Federal and State laws, rules, regulations, orders, and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, auditing and reporting provisions.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings, are superseded hereby.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

**GEORGIA DEPARTMENT OF
MOTOR VEHICLES**

CITY OF ATLANTA

(SEAL)
JAMES R. DAVIS
Commissioner

(SEAL)
SHIRLY FRANKLIN
MAYOR
CITY OF ATLANTA

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

RHONDA JOHNSON
Municipal Clerk of the
City of Atlanta, Georgia

APPROVED AS TO SUBSTANCE:

JANICE DAVIS, Chief Financial Officer,
City of Atlanta

APPROVED AS TO FORM:

Asst. City Attorney Signature

RCS# 6139
10/18/04
2:33 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 6-18, EXCEPT:04-O-1369
04-R-1764 04-R-1765
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	B Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

10-04-04 Council Meeting		
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1570	38. 04-R-1772	48. 04-R-1783
2. 04-O-1586	39. 04-R-1773	49. 04-R-1784
3. 04-O-1667	40. 04-R-1774	50. 04-R-1785
4. 04-O-1669	41. 04-R-1775	51. 04-R-1786
5. 04-O-1670	42. 04-R-1776	52. 04-R-1787
6. 04-O-1671	43. 04-R-1777	53. 04-R-1788
7. 04-O-1672	44. 04-R-1778	54. 04-R-1789
8. 04-O-1658	45. 04-R-1779	55. 04-R-1790
9. 04-O-1807	46. 04-R-1780	56. 04-R-1791
10. 04-O-1810	47. 04-R-1781	57. 04-R-1792
11. 04-O-1813		58. 04-R-1793
12. 04-O-1817		59. 04-R-1794
13. 04-O-1850		
14. 04-O-1651		
15. 04-O-1654		
16. 04-O-1808		
17. 04-R-1472		
18. 04-R-1751		
19. 04-R-1798		
20. 04-R-1485		
21. 04-R-1759		
22. 04-R-1760		
23. 04-R-1761		
24. 04-R-1797		
25. 04-R-1824		
26. 04-R-1825		
27. 04-R-1762		
28. 04-R-1754		
29. 04-R-1755		
30. 04-R-1756		
31. 04-R-1757		
32. 04-R-1827		
33. 04-R-1799		
34. 04-R-1768		
35. 04-R-1769		
36. 04-R-1770		
37. 04-R-1771		

04-R-1754
 (Do Not Write Above This Line)

RESOLUTION BY:
 FINANCE/EXECUTIVE COMMITTEE
 AUTHORIZING THE MAYOR TO ENTER INTO INTERGOVERNMENTAL AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF MOTOR VEHICLE SAFETY AND THE CITY OF ATLANTA FOR THE PURPOSE OF AIDING IN THE COLLECTION OF DELINQUENT PARKING FINES OWED TO THE CITY, AND FOR OTHER PURPOSES.

ADOPTED BY
 OCT 18 2004
COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred
 Referred To:
 Date Referred
 Referred To:
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Final Committee
 Date 10-13-04
 Chair Robert W. Stone

Action
 (Fav) Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd
 1st & 2nd
 3rd
 Consent
 V Vote
 RC Vote

CERTIFIED
 OCT 18 2004
 MAYOR'S EXECUTIVE SECRET
[Signature]

APPROVED
 OCT 15 2004
 MAYOR'S EXECUTIVE SECRET
[Signature]

MAYOR'S ACTION
 APPROVED
 OCT 20 2004
 MAYOR
[Signature]