CITY COUNCIL REGULAR MEETING

City Hall Council Chambers
March 13, 2024
6:00 PM
AGENDA
https://us06web.zoom.us/j/86272800870

I. CALL TO ORDER

II. ROLL CALL

Honorable Mayor & City Council
- Joseph Geierman, Mayor
- Gerald Evans, Council Member, District 1, Post 1,Mayor Pro Tem
- Open Seat, Council Member, District 1, Post 2
- Warren Simmons, Council Member, District 1, Post 3
- Stephe Koontz, Council Member, District 2, Post 1
- Carrie Armistead, Council Member, District 2, Post 2
- Chris Henshaw, Council Member, District 2, Post 3

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA
- Approval of Meeting Agenda

V. PROCLAMATIONS AND RECOGNITIONS

A. Women's History Month Proclamation
Presented by Mayor Pro Tem Gerald Evans

VI. PUBLIC COMMENT

VII. REPORTS AND PRESENTATIONS

A. City Manager Update
Presented by Chris Eldridge, City Manager

B. City of Doraville Co-Responder Program
Presented by Chief C.D. Atkinson

VIII. CONSENT AGENDA - APPROVAL OF MINUTES

A. Approval of the February 14, 2024 City Council Zoning Meeting Minutes Presented by Shanta J. Bingham, City Clerk

B. Dog Park Fence Contract Approval
Presented by Crystal Dawson, Director of Recreation, Parks and Cultural Affairs

C. Approval of Stormwater fees for 2024 3% increase according to previously approved Stormwater Master Plan
Presented by China Agu, Director of Finance

D. Mini Pitch Renovation Contract Approval
Presented by Crystal Dawson, Director of Recreation, Parks and Cultural Affairs

E. GDOT Indemnification Agreement
Presented by Chief A.D. Atkinson

F. 2024 Capital Paving Project
Presented by Chris LaFleur, Director of Public Works

G. Stormwater Repair - 3455 Raymond Drive Presented by Chris LaFleur, Director of Public Works

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Planning Commission Applicants
Presented by Chris Eldridge, City Manager

B. Tennis Court Renovation Contract Approval
Presented by Crystal Dawson, Director of Recreation, Parks and Cultural Affairs

XI. DISCUSSION ITEMS

A. Discussion on limitations to granting of variances (Sec. 23-1402A).
Presented by Austin Shelton, Director of Community Development

B. Permit Penalties
Presented by Council Member Chris Henshaw

C. Permit Standards
Presented by Council Member Henshaw

XII. COUNCIL COMMENTS

XIII. EXECUTIVE SESSION
If needed for Land, Legal, or Personnel

XIV. ADJOURNMENT

Proclamation of the Honorable Mayor and City Council
of the City of Doraville, Georgia

March 2024 is Women's History Month in Doraville

WHEREAS, Women's History Month commemorates and encourages the study, observance, and celebration of the vital role of women in American history; and

WHEREAS, as we mark the observance of Women's History Month, let us reflect on the often-unrecognized contributions made by women throughout our country's history, many which have set the tone for the world as we know; and

WHEREAS, Healthy Mothers, Healthy Babies Coalition of Georgia (HMHBGA) plays a significant role in providing resources and education to local Metro Atlanta families; and

WHEREAS, Ky Lindburg, Chief Executive Officer of Healthy Mothers, Healthy Babies Coalition of Georgia (HMHBGA) has played a pivotal role in enhancing the lives of women around the Atlanta Metro Area regardless of their background; and

WHEREAS, HMHB, a statewide organization honors diversity through the inclusion of serving women in over 159 counties across Georgia; and

WHEREAS, women have been leaders not only in securing their own rights of suffrage and equal opportunity but also in movements creating a more fair and just society for all; and

WHEREAS, celebrating Women's History Month in March provides not only Doraville residents an opportunity to recognize and honor women in their own communities, organizations, and businesses, it provides an opportunity for us to recognize women globally; and

NOW, THEREFORE, BE IT RESOLVED, I, Joseph Geierman, Mayor of the City of Doraville, Georgia, on behalf of the Doraville City Council, do hereby proclaim March 2024 as Women's History Month in the City of Doraville and present this proclamation to Ky Lindburg and Yaa Agyeiwaa of Healthy Mothers, Healthy Babies Coalition of Georgia.

In witness whereof, I have hereunto set my hand on this 13th Day of March, 2024, and cause the official seal of the City of Doraville, Georgia to be affixed.

CITY OF DORAVILLE, GEORGIA

_____
Honorable Joseph Geierman, Mayor

Attested By:

_____
Shanta J. Bingham, City Clerk

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: City of Doraville Co-Responder Program

DATE OF MEETING: March 13, 2024

BUDGET IMPACT: No

BUDGET IMPACT AMOUNT: N/A

FUNDING SOURCE:

☐ ANNUAL ☐ CAPITAL ☑ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Police Department REQUESTOR: Chief C. D. Atkinson

COMMENTS AND RECOMMENDATIONS:

On May 1, 2023, the police department began a co-responder program in partnership with the DeKalb County Community Services Board and the City of Dunwoody. The police department would like to update the Mayor and Council about the program.

REQUESTED ACTION TO BE TAKEN BY BOARD:

No action to be taken. This will only be a presentation to update to Mayor and Council on the program.

City of Doraville Co-Responder Program

A Partnership between the City of Doraville, City of Dunwoody, and the DeKalb County Community Services Board

Co-Responder Program

- In 2022, the Georgia Legislature passed SB 403 establishing a co-responder program comprised of peace officers and behavioral health professionals.
- A co-responder program is a program established through a partnership between a community service board (CSB) and a law enforcement agency. The local community service board is responsible for providing co-responder services.
- A goal of the co-responder program is to have law enforcement respond with behavioral health professionals on emergency calls involving behavioral health crises in an attempt to de-escalate the situation and link the individuals going through the crisis with the proper services.
- The behavioral health professional (Clinician) is shared between the City of Doraville and the City of Dunwoody.

Co-Responder Program

- The Clinician does not respond until the situation/incident is safe. We would not send in a Clinician until the scene is safe to do so. Additionally, the Clinician is a civilian and wears civilian clothing.
- The Clinician has set hours. However, we have access to an on-call Clinician 24 hours a day, if necessary.
- The Clinician has the ability to issue a 10-13 (non-voluntary committal for evaluation). This can be done in-person or over the phone through a FaceTime or a video conference feature. The Clinician is also responsible for all follow-ups and reporting.
- The majority of our cases involved the Clinician following up on the person in crisis and offering outpatient resources.
- Sgt. Lowe is our Supervisor of the co-responder program and is our primary point of contact.

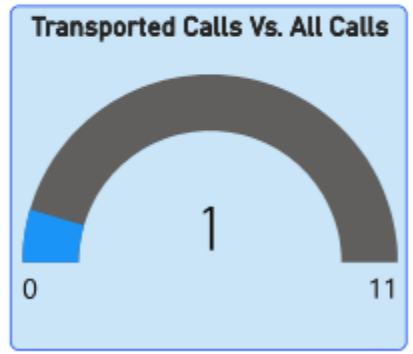
Co-Responder Program

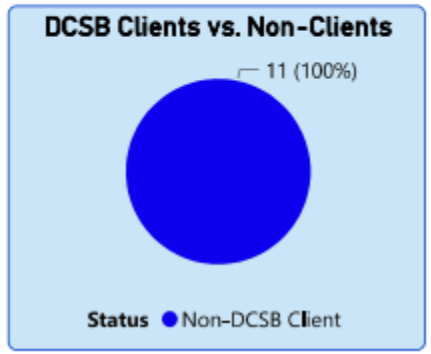
- Our program began on May 1, 2023, and the agreement is a 12-month agreement with a renewal for an additional 12-month period.
- For the initial 12-month period, the City of Doraville's cost was $16,653.00. This figure was based on the population of our City. The City of Dunwoody paid a substantially higher amount, and the remaining costs were handled by the DeKalb County CSB.
- There will be a minimal increase in the amount we will be responsible for in year 2.

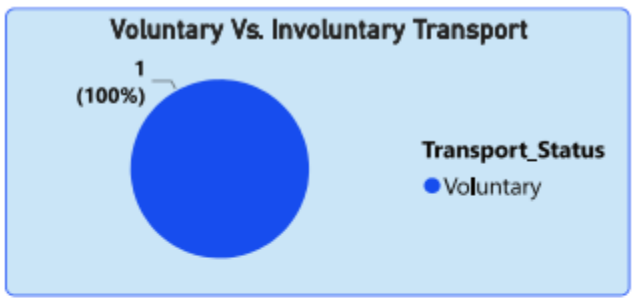
Doraville PD Co-Responder

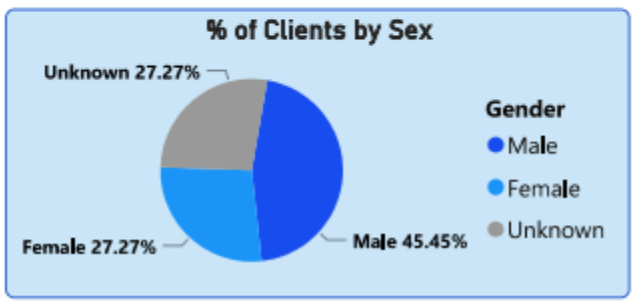
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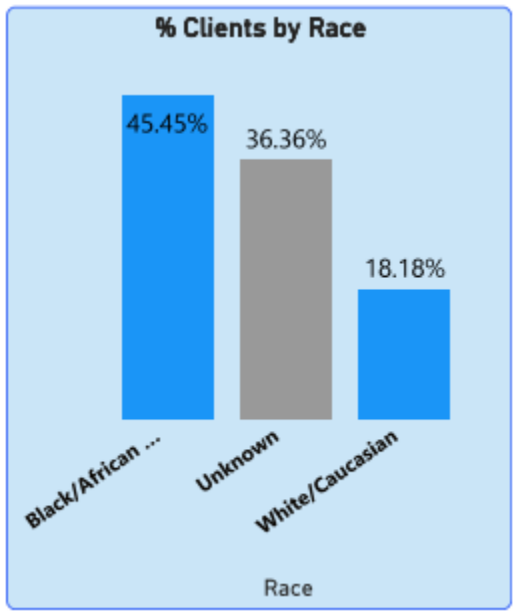
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11 # of Clients	9 Distinct # of Clients	255 Total Mins on Calls

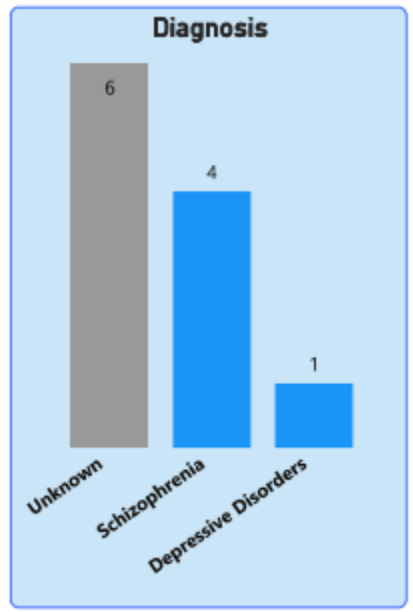


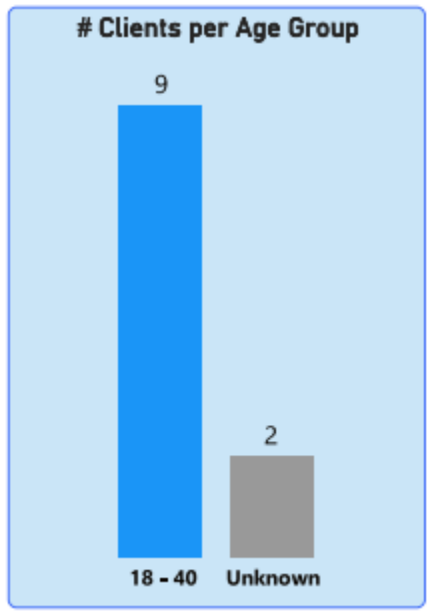










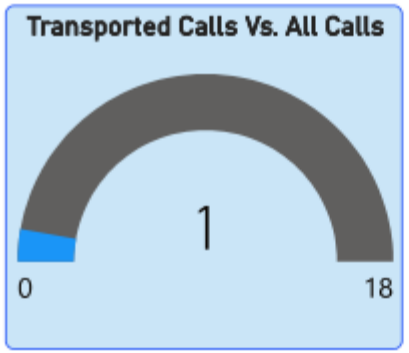


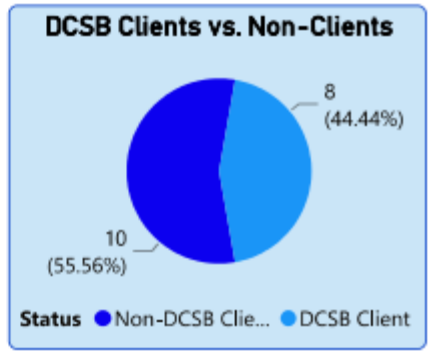
Doraville PD Co-Responder

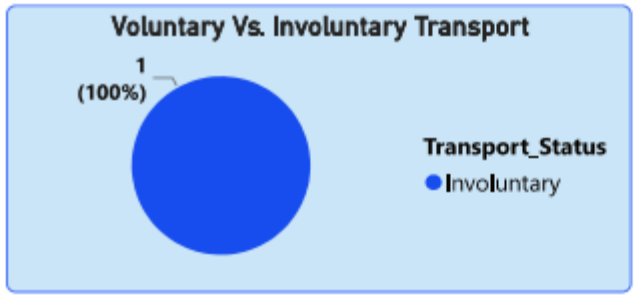
July 2023

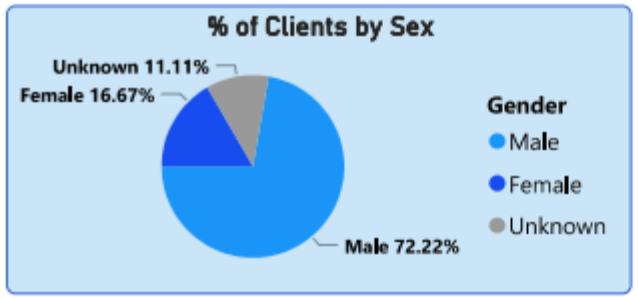
DeKALB CSB

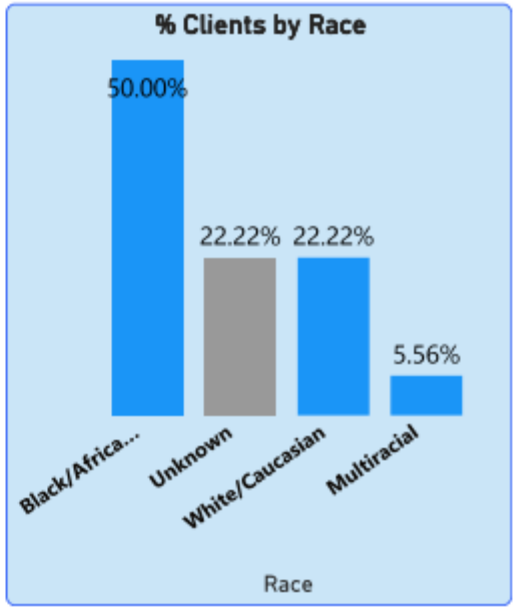
38 Average Age of Client	13 Average # of Mins on Call	5 Median Mins on Call
18 # of Clients	13 Distinct # of Clients	679 Total Mins on Calls

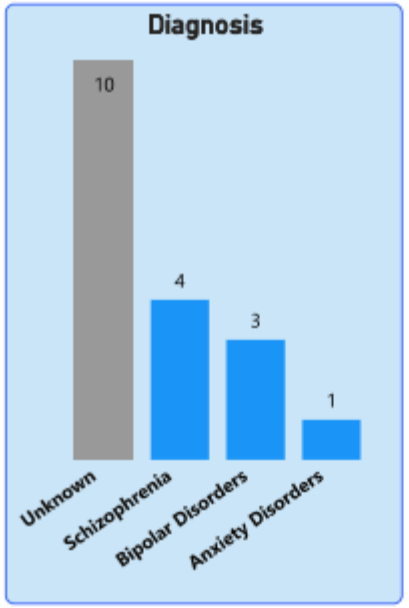


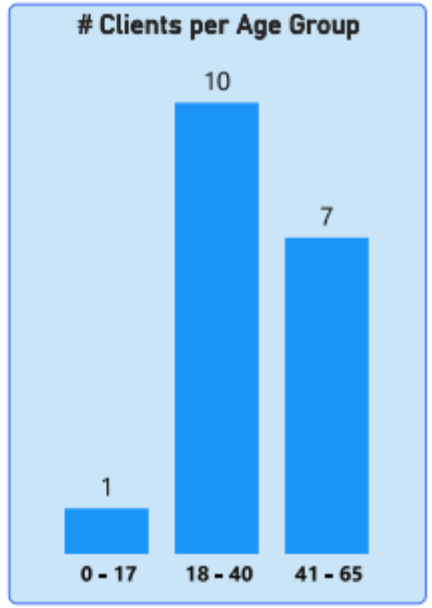










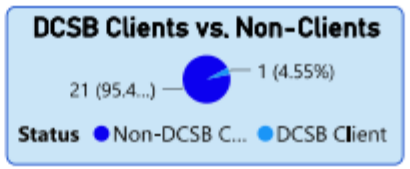


Doraville PD Co-Responder

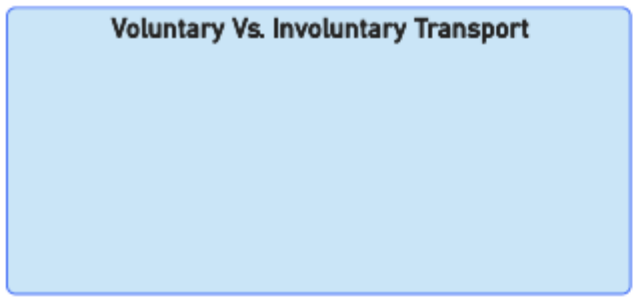
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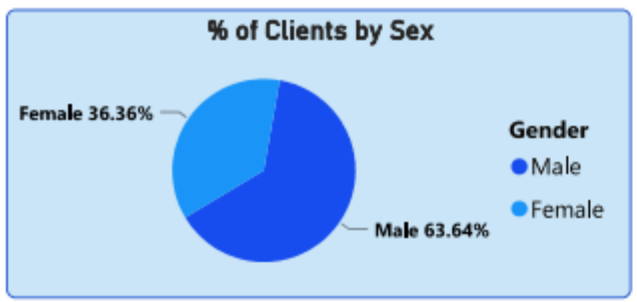
44	12	5
Average Age of Client	Average # of Mins on C...	Median Mins on Call
22	11	833
# of Clients	Distinct # of Clients	Total Mins on Calls

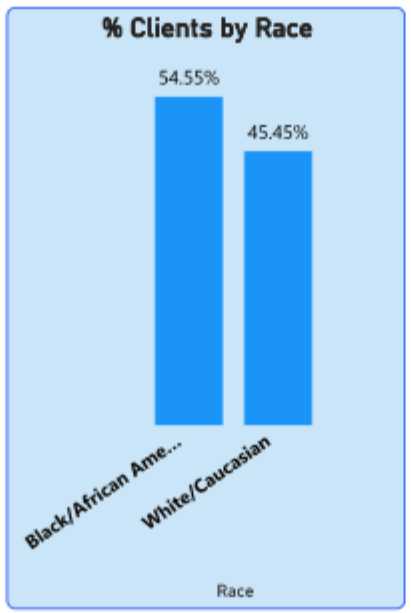


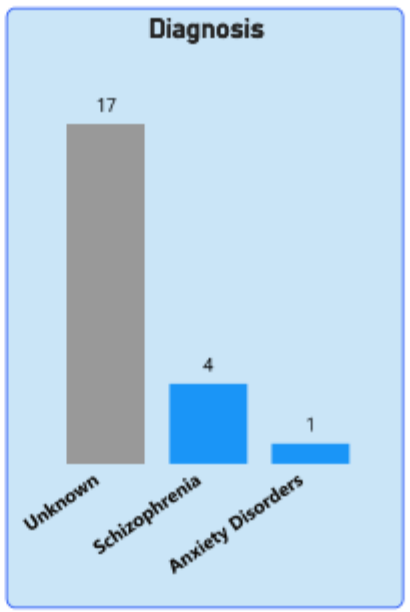


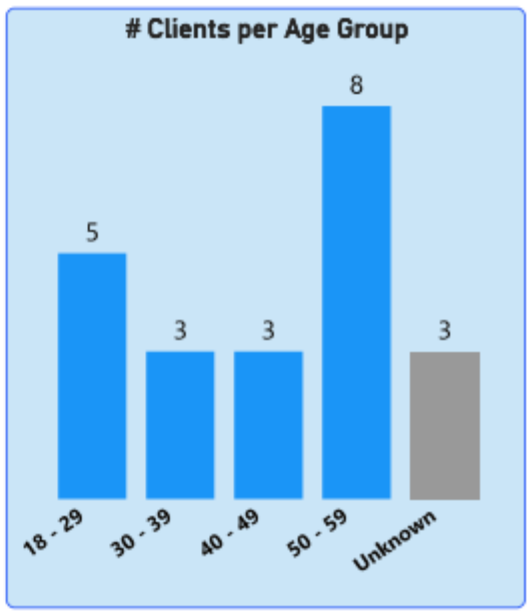










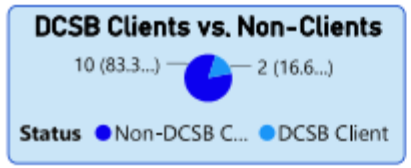


Doraville PD Co-Responder

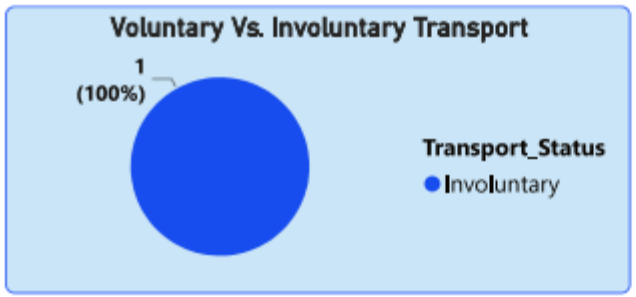
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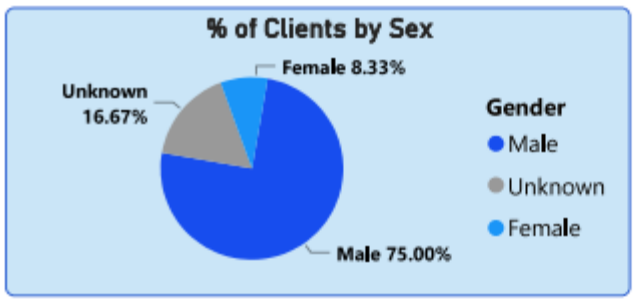
32 Average Age of Client	18 Average # of Mins on C...	5 Median Mins on Call
12 # of Clients	8 Distinct # of Clients	381 Total Mins on Calls

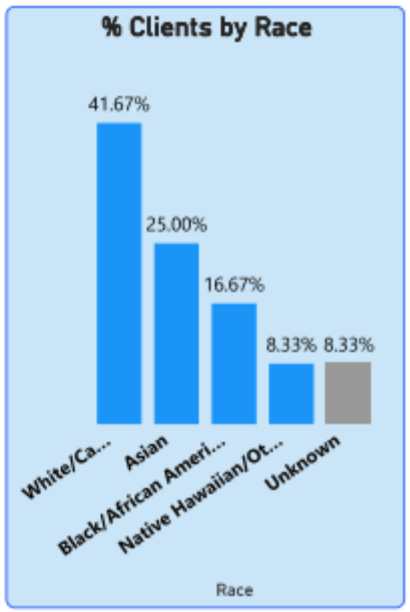


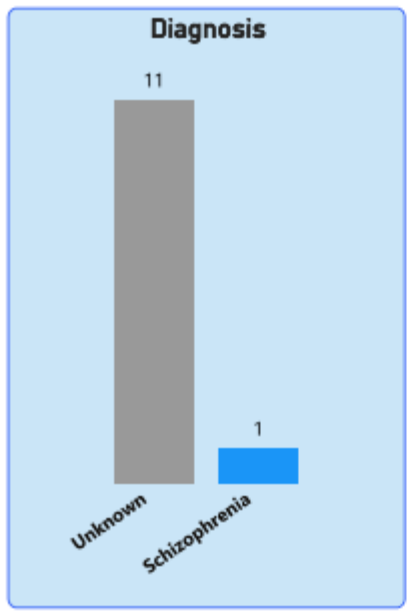


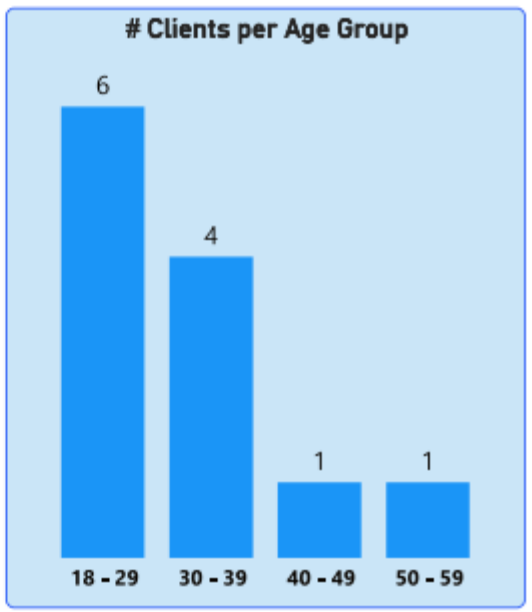












Doraville PD Co-Responder

October 2023

DEKALB CSB

21 Average Age of Client	11 Average # of Mins on C...	5 Median Mins on Call
17 # of Clients	12 Distinct # of Clients	338 Total Mins on Calls

Transported Calls Vs. All Calls



DCSB Clients vs. Non-Clients

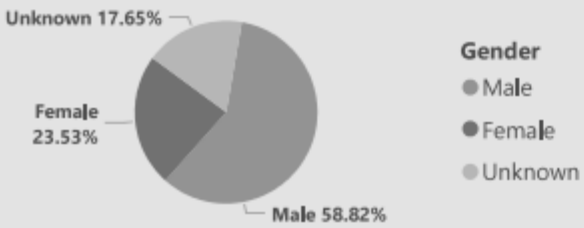


Type of Calls

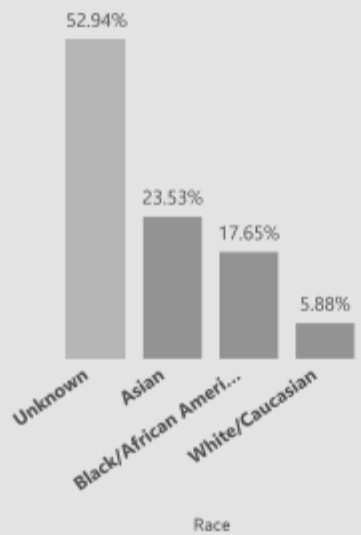


Voluntary Vs. Involuntary Transport

% of Clients by Sex



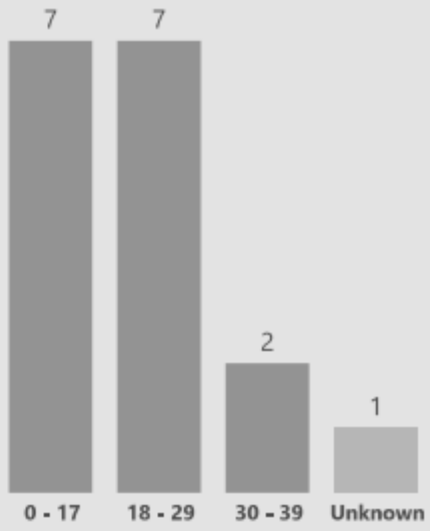
% Clients by Race



Diagnosis



 # Clients per Age Group



Doraville PD Co-Responder

November 2023

27 Average Age of Client	7 Average # of Mins on C...	5 Median Mins on Call
17 # of Clients	7 Distinct # of Clients	461 Total Mins on Calls

Transported Calls Vs. All Calls



DCSB Clients vs. Non-Clients



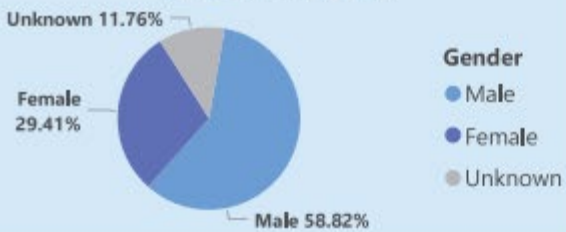
Status ● Non-DCSB C... ● DCSB Client

Type of Calls

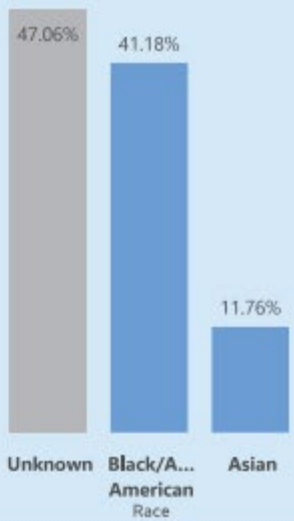


Voluntary Vs. Involuntary Transport

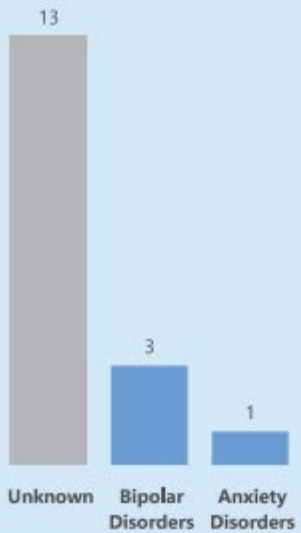
% of Clients by Sex



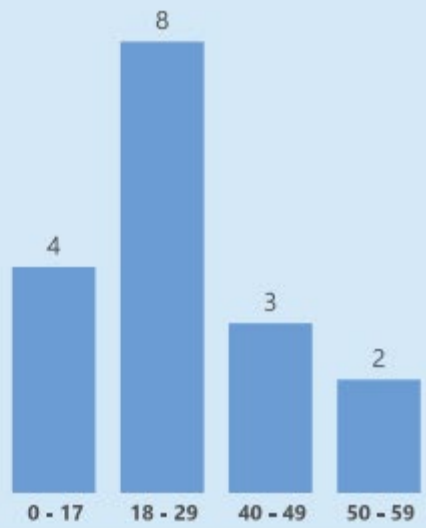
% Clients by Race



Diagnosis



 # Clients per Age Group



Doraville PD Co-Responder

December 2023

DEKALB CSB

28 Average Age of Client	5 Average # of Mins on C...	5 Median Mins on Call
17 # of Clients	11 Distinct # of Clients	481 Total Mins on Calls

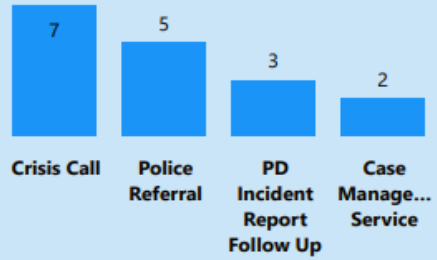
Transported Calls Vs. All Calls



DCSB Clients vs. Non-Clients

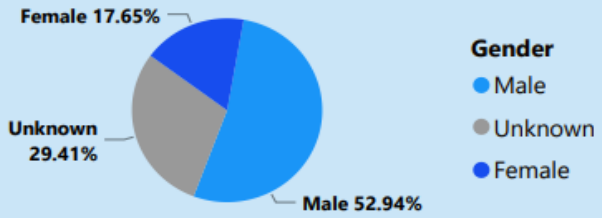


Type of Calls

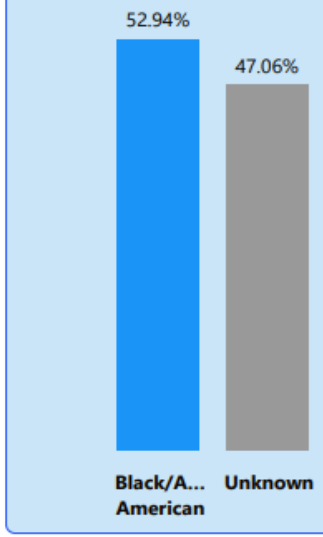


Voluntary Vs. Involuntary Transport

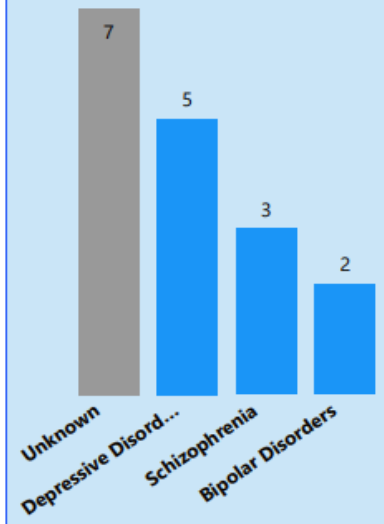
% of Clients by Sex



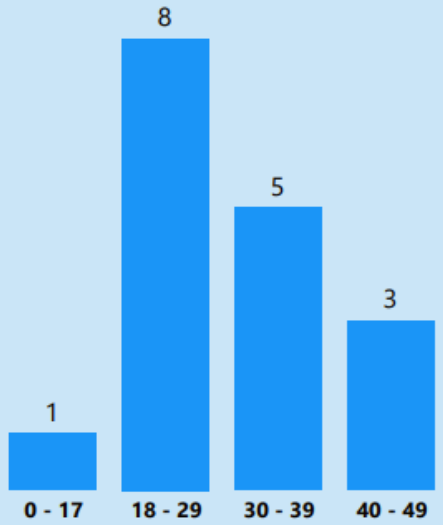
% Clients by Race



Diagnosis



 # Clients per Age Group



Co-Responder Program

Questions?

THE CITY OF Doraville
Diversity, Vitality, Community

City Council Regular Meeting
Wednesday, February 14, 2024
Meeting Minutes

Prepared by:	**City Hall Council Chambers**	**6 p.m.**
Shanta J. Bingham, City Clerk	**3725 Park Avenue**	
	Doraville, Georgia 30340	

I. CALL TO ORDER

Mayor Joseph Geierman called the meeting to order.

II. ROLL CALL

Mayor Joseph Geierman, Council Members Gerald Evans, Andy Yeoman, Warren Simmons, Carrie Armistead, Stephe Koontz, and Chris Henshaw were present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

Council Member Gerald Evans made a motion, seconded by Council Member Henshaw, to approve the meeting agenda as presented.

The motion carried by unanimous vote (6 – 0)

Ayes/Yes: Gerald Evans, Andy Yeoman, Warren Simmons, Stephe Koontz, Chris Henshaw, Carrie Armistead
Nays/No: None
Abstain: None

V. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation Recognizing the Celebration of Lunar New Year in the City of Doraville (2024)
Mayor Joseph Geierman thanked Kevin Shaw, Sebastian and Serena Soon, Performers from the Chinese Cultural School of Atlanta. Edith Bell and Michelle Jhu from the Global Federation of Chinese Businesswomen helped put on the Lunar New Year event. Mayor Geierman presented the Proclamation to the group. Ms. Jhu thanked the City of Doraville for the opportunity to participate in its Lunar New Year Celebration. Ms. Bell thanked the City of Doraville and presented the performers with certificates.

B. Proclamation Celebrating Arbor Day 2024 Presented by Mayor Geierman to

Mr. George Lourake. Mr. Lourake thanked everyone and encouraged everyone to take care of our trees.
Mayor Geierman called for a two-minute break

Georgia State Representative Long Tran addressed the Council with Legislative updates. He mentioned the following: a large budget surplus which will allow a reduction in income tax for everyone by half a millage to a full millage close to 5%, The budget will give raises to police, teachers and some state employees. Working to improve roads, increase GDOT, work with Ports, addressing mental health and affordable housing.

Council addressed installing a sidewalk on Peachtree Industrial and asked for an update on LMIG.

VI. PUBLIC COMMENT

1.Renee Ringsted, Raymond Drive, spoke in opposition to restrooms in City Parks.

2. Angela Flurry, McClave Drive, spoke in opposition to restrooms in City Parks.

3. Susan Crawford, Oakcliff Estates, spoke in opposition to restrooms in City Parks.

4. Dawn O'Connor, Northwoods, spoke in opposition to restrooms in City Parks and addressed the leaf truck program.

5. Ben Crawford, Oakcliff Estates, spoke in opposition to restrooms in City Parks.

6. Peggy Riley, Northwoods, spoke in opposition to restrooms in City Parks.

7.Bob Vogt, Pin Oak Circle, spoke in opposition to restrooms in City Parks.

II. CONSENT AGENDA - APPROVAL OF MINUTES

Council Member Stephe Koontz made a motion; seconded by Council Member Gerald Evans to approve the consent agenda as presented.

The motion carried by unanimous vote (6 – 0)

Ayes/Yes: Gerald Evans, Andy Yeoman, Warren Simmons, Stephe Koontz, Chris Henshaw, Carrie Armistead
Nays/No: None
Abstain: None

II. CONSENT AGENDA - APPROVAL OF MINUTES (Continued)

A. Facility Use Agreement with Atlanta Flames
Presented by Crystal Dawson, Director of Recreation, Parks, & Cultural Affairs.

B. Approval of the January 10, 2024, City Council Regular Meeting Minutes Presented by Shanta J. Bingham, City Clerk

C. Approval of the January 17, 2024, City Council Zoning Meeting Minutes Presented by Shanta J. Bingham, City Clerk

D. Stormwater Extent of Service Policy
Presented Chris LaFleur Director of Public Works

VIII. REPORTS AND PRESENTATIONS

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Moratorium on the acceptance and approval of Conditional Use Permit (CUP) applications for nightclubs.
Chris Eldridge gave an overview of the Resolution and asked Council to approve.

Council discussed concerns with the length of the moratorium, restaurants masquerading as nightclubs, would like staff to bring something that reduces serving hours to midnight changing the alcohol code to midnight, and in the future entertainment district regulate bars/nightclubs.

Council Member Koontz made a motion to establish a Moratorium on the acceptance and approval of conditional use permits for night clubs starting today up to one year, Seconded by Council Member Simmons.

The motion carried by unanimous vote (6 – 0)

Ayes/Yes: Gerald Evans, Andy Yeoman, Warren Simmons, Stephe Koontz, Chris Henshaw, Carrie Armistead
Nays/No: None
Abstain: None

XI. OTHER BUSINESS

XII. DISCUSSION ITEMS

A. Leaf Truck Purchase Options
China Agu, Director of Finance gave an overview of costs associated with different options for the purchase of one or two new leaf truck.

Council discussed this at length. Council Member Armistead asked if there is an option for residents to opt- in.

Council Member Simmons- commented to ask if we would get anything from selling the current truck. The salary cost of adding additional staff and how much will it cost on the tax bill?

Council Member Yeoman commented to ask about outsourcing public work services. Recommended purchasing a new leaf truck, possible outsourcing, and cost analysis of the purchase of the new truck(s). asked if it is worth fixing the current truck or selling it. Expressed the importance of giving staff direction at Council Meetings.

Council Member Henshaw commented would like to learn about the bid process, was not prepared to commit additional staff to run the program and asked about the timeframe for getting the change on the tax bill.

Council Member Evans commented to ask if two trucks are needed to efficiently run the program.

Council Member Koontz commented to ask if the new truck would be able to pick up pine straw. Asked about staffing for the new truck. Recommended to run the program, two trucks are needed.

After a thorough discussion, the consensus of the Commission is to get rid of the Leaf Truck program. Staff to come back at the next Council Meeting with different options regarding the program to allow Council an opportunity to vote on how to move forward.

-Mayor Geierman called for a two-minute break-

B. Park Restroom Discussion
Crystal Dawson, Director of Parks, Recreation, and Cultural Affairs presented the item to Council.

Council discussed pros and cons of adding restrooms a
Council Member Koontz commented that restrooms are needed at city parks.
Council Member Evans commented to ask if SPLOST funds could be used for this project. Would like to see the renovation of and redesign of restrooms down the line.

Council Member Henshaw asked if neighborhood parks are only meant for neighborhoods. Expressed support for having restrooms in the parks.

Council Member Yeoman commented on being in support of adding pavilions where restrooms are currently installed.

Council Member Armistead commented to ask if the city has considered placing porta-potties in city parks.

Council to vote on the item next week.

C. Council Retreat Discussion

City Manager Chris Eldridge discussed dates and locations for the retreat. Staff to come back with a few April dates/locations and will report back to Council.

D. Fireworks Ordinance

Council Member Simmons asked Council if he could work with Cecil McLendon, City Attorney, on bringing forth an Ordinance for consideration. Council discussed and the consensus is for Council Member Simmons and Staff to create legislation concurrently with State legislation regarding the existing Code language and will bring something back to Council for consideration.

E. **Collaboration with DeKalb County Public Library**

Presented by Council Member Carrie Armistead

Council Member Armistead gave an overview of the item. Council Member Armistead is asking to formalize a committee to involve Dekalb County in planning with the city to discuss what they would like to see in a library space. Council Member Armistead is asking the Council to support remaining on the Dekalb County Public Library Board of Trustees. Council discussed and in support of forming the Library Committee. Council Member Yeoman would like different stakeholders on the committee to provide consistency in the level of service. Council also supports Council Member Armistead in remaining on the Board of Trustees. Staff will prepare a Resolution for the next Council meeting for approval.

XIII. COUNCIL COMMENTS

Council Member Evans thanked everyone for staying for the Meeting and wished everyone a Happy Valentine's Day**.**

Council Member Simmons reported that the Doraville Dispatch will highlight a monthly Pet Corner. Also, reported that next month the spotlight will focus on the TNR program.

Council Member Koontz- Thanked the Council for working together as a group to work through the agenda. Council Member Koontz also mentioned that she appreciates everyone.

Council Member Yeoman- No Comments

Council Member Henshaw- reported that he is working with Urban Planning Georgia Tech Master Degree students to create a holistic approach to Doraville's downtown area, Buford Highway and Peachtree Corridor. Council Member Henshaw also reported that he will be attending their fact-finding presentation next week. The students will also present their findings as well. Wished his wife a Happy Valentine's Day and encouraged residents to reach out regarding meeting items before the next meeting.

Council Member Armistead- wished everyone a Happy Valentine's Day and Happy Lunar Year.

XIV. EXECUTIVE SESSION- No Executive Session Held

XV. ADJOURNMENT

There being no further official business, Council Member Evans made a motion, seconded by Council Member Simmons seconded to adjourn.

The motion carried by unanimous vote (6 – 0)

Ayes/Yes: Gerald Evans, Andy Yeoman, Warren Simmons, Stephe Koontz, Chris Henshaw, Carrie Armistead
Nays/No: None
Abstain: None

Approved:

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham, City Clerk

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Dog Park Fencing

DATE OF MEETING: 03/13/2024

BUDGET IMPACT: Yes

BUDGET IMPACT AMOUNT: $52,875

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Recreation, Parks & Cultural Affairs

REQUESTOR: Crystal Dawson

COMMENTS AND RECOMMENDATIONS:

Public works is clearing the two wooded areas adjacent to the field house parking lot in Honeysuckle Park. The intent is to make these into two off-leash dog parks. I secured three quotes for the fencing to enclose the areas and lowest bid came from C & C Fence Company at $52,875. There is $100,00 in FY2024 SPLOST budget for this project.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Seeking approval of agreement with C & C Fence Co in substantially similar form to that attached hereto Exhibit A subject to City Manager and City Attorney approval.

MEMORANDUM

To:	Honorable Mayor and City Council
From:	Crystal Dawson, Director of Recreation, Parks, and Cultural Affairs
Date:	March 13, 2024
Subject Title:	Dog Park Fencing

I received three quotes for the fencing of the two areas of the dog park. From each company I requested:

6ft height.
3feet of black windscreen on the bottom
8GAF vinyl coated with bottom rail
20SS Posts

1,420 linear feet
2 x 10ft double gates
8 x 4ft single gate

I received back the totals from each company.

C and C Fencing
$52,875

Chamblee Fence Company
$60,192

Eragon Fence Company
$44,279 (Unable to provide windscreen)

Based on the lower cost and satisfaction with previous work done with them in the past I am recommending and ask for approval to enter into a standard service agreement with C and C Fencing.

Thank you.


Proposed Dog Park Locations
Honeysuckle Park
N
Perimeter = 540 ft
Area = 0.45 acre
Perimeter = 955 ft
Area = 0.77 acre
Pleasant Valley Dr
Zone 1
Zone 2
Pleasant Valley Dr
Maryland Dr
0 25 50 100 150 200
Feet
Esri Community Map
GeoTechnologies, s Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeMaxar,
nologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, rosoft
Graph,

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this 13th day of March, 2024, by and between C & C Fence Company (hereinafter "Contractor"), address of 2680 Highway 42 North, McDonough, GA 30253 and the City of Doraville, Georgia, a municipal body politic and corporate, (hereinafter "City of Doraville").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing the installation of fencing at Honeysuckle for the dog park; and

WHEREAS, City of Doraville has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for City of Doraville; and

WHEREAS, City of Doraville wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to City of Doraville as set forth in the Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of *a program coordinator* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. Fee. As consideration for the Services, City of Doraville shall pay to Contractor the fee described in Exhibit B, attached hereto and incorporated herein by this reference.

b. Manner of Payment. As described in Exhibit B.

3. **Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of Doraville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City of Doraville and Contractor. It is expressly agreed that Contractor is

acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of City of Doraville including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of Doraville.

4. Term.

This Agreement shall become effective as of the date of its execution and terminate without further obligation of the City on December 31 of the year of execution. The term of the contract will be contingent upon annual appropriations of funds by the City of Doraville City Council. Thereafter, the contract shall have zero automatic one (1) year renewals for an additional calendar yearly terms not to exceed one years unless otherwise terminated by the City no later than sixty (60) days prior to the conclusion of the year of execution or any renewal year.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of Doraville fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If City of Doraville or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by the City upon written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of Doraville all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof. Contractor shall promptly deliver an inventory of any contractually required supplies acquired on behalf of the City under the Agreement for confirmation if payment has or has not already been made by the City, before ownership of said supplies is declared. Possession will then be taken by the party having paid for the supplies.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of Doraville, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT G, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of Doraville including, but not limited to, information concerning City of Doraville, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Doraville, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of City of Doraville. Any attempted assignment by Contractor without the prior express

written approval of City of Doraville may, at City of Doraville's sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to City of Doraville:

Chris Eldridge
City Manager
3725 Park Avenue
Doraville, Georgia 30340

With copies to:

Cecil McClendon
City Attorney
3725 Park Avenue
Doraville, Georgia 30340

If to Contractor:
C & C Fence Co.
2680 Highway 42 North
McDonough, GA 30253

With copies to:

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in DeKalb County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Force Majeure.**

Neither Party will be liable to the other Party for failure to perform any of its obligations under this Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure.

A Party which is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with full particulars of the event or occurrence, is required as soon as reasonably possible.

A Party claiming Force Majeure will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, will promptly give written notice to the other Party of the

termination of such Force Majeure, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

For purposes of this Agreement, "**Force Majeure**" will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage will be considered Force Majeure if the Party claiming Force Majeure has not caused the condition and the cause of the condition was out of the control of such Party Force Majeure could include any other causes, whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome.

17. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of Doraville of the claim and the intent to initiate a civil action.

18. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

20. **Headings.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

21. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Service Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this

Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

22. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless City against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

23. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through its duly authorized agents, have signed and sealed this Agreement.

CITY OF DORAVILLE, GEORGIA

By: _____ _____
City Manager Date of Execution

ATTEST:

By: _____ Approved as to Form:
City Clerk

By: _____
City Attorney

(SEAL)

_____
C & C Fence Co.

By: _____ _____
Name: Date of Execution

_____
Typed or Printed Name

_____
Title

ATTEST:

By: _____
Secretary

(SEAL)

_____
Witness

EXHIBITS

EXHIBIT A	Contractor Proposal
EXHIBIT B	Fee Schedule
EXHIBIT C	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Sponsor Drug-Free Workplace
EXHIBIT E	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT F	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT G	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
EXHIBIT H	Insurance Requirements

EXHIBIT A

CONTRACTOR PROPOSAL

ATTACHED

C&C since '83 Fence Company
2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675

Proposal

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:
DORAVILLE CITY OF
Address:
3725 PARK AVE , Doraville, Georgia 30360
Payment Terms: Net 30

Prepared by: RRL **Date: 2/21/2024**
Job Name/Number: HONEY SUCKLE PARK /133995
Job Location: 3037 Pleasant Valley Drive, Doraville, Georgia 30340
Contact Name:
Phone:

Work Order Stage:	Proposal Notes:	
2 DOG ENCLOSURES BUDGET PRICING	INSTALL APPROX 1422FT OF 6FT BLACK VINYL COATED FENCE. AS REQUESTED SPEC. WITH 2- 10FT DD GATES AND 8 4FT SINGLE GATES. SPEC SHEET ATTACHED. CLEARING EXCLUDED AND FENCE LINE STAKED BY OTHERS *** ***ADD 3 FOOT HIGH WINDSCREEN TO FENCE $7821.00 ($5.50 PER LINEAL FOOT INSTALLED)***	**$52875.00**
	Total	**$52875.00**

Please Read Terms & Conditions Carefully

Acceptance of Proposal: **This proposal may be withdrawn if not accepted within 10 days**

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of DORAVILLE CITY OF **Date**

Signature of C&C Representative **Date**

Terms & Conditions

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Additional charges may occur if any alteration or deviation, including unusual ground conditions involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. If such obstacles stop completion of job only labor and materials used will be charged. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is solely responsible for the location of the fence in this proposal and will defend C&C Fence Co., Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. Purchaser will notify C&C Fence Co., Inc. of any underground obstructions and is responsible for property plat sheet. Purchaser is responsible for all damages to unknown underground items such as cable TV, septic systems, sprinklers, propane gas lines, low voltage lines, etc. Purchaser is responsible for any special work described in proposal. The parties agree that, in the event the purchaser does not pay all sums as listed on this contract to C&C Fence Co., Inc., it may bring suit against the purchaser and the purchaser agrees to pay all costs of collection, including a reasonable attorney's fee. The purchaser does hereby agree to grant a security interest to C&C Fence Co., Inc. and does further agree that if full payment as agreed is not paid, a lien shall be placed against the contractual property for all sums due including costs of collection and a reasonable attorney's fee as determined by a court of competent jurisdiction. Price does not include any labor or materials for ground sleeves needed for geo-grid matting.

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of :	$52875.00

The items listed above are the only items that will be installed on this project without written change orders. All contracts must include this proposal or have a stated schedule of values.

Acceptance of Proposal: **This proposal may be withdrawn if not accepted within 10 days**

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature of DORAVILLE CITY OF **Date** **Signature of C&C Representative** **Date**

EXHIBIT B

FEE SCHEDULE

Payment in full Net 30.

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of_____

_____, ("Contractor"), whose address is_____

_____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at *http://www.dol.state.ga.us*, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at *https://www.vis-dhs.com/EmployerRegistration*, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at *http://www.dol.state.ga.us*.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Signature: _____

Name Printed: _____

Dated: _____

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____

_____, ("Contractor"), whose address is _____

_____ and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Signature: _____

Name Printed: _____

Dated: _____

Exhibit E

Affidavit Verifying Status
for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville license/permit for:

1) _____ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ **Date:** _____

Printed Name: _____

***Alien Registration number for non-citizens:** _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___

Notary Public: _____ My Commission Expires:_____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Doraville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF_____, 20__

_____
NOTARY PUBLIC (seal)

EXHIBIT G

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    (a) Withholding of payments to the Contractors under the Contract until the

Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT H

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence/ $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet

professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than $50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

Certificate Holder should read: **The City of Doraville**
3725 Park Avenue
Doraville, Georgia 30340

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

THE CITY OF Doraville

Diversity, Vitality, Community

Office of the Finance Director

3745 Park Ave Doraville, GA 30340 | 770-451-8745 | china.agu@doravillega.us

To: Honorable Mayor and Council

From: China Agu

Date: March 13, 2024

Subject: Stormwater Fees

According to Stormwater Master Plan of May 2022 stormwater fees should be increased from $79.16 to $81.92 to keep in align with Master Plan.

I am proposing that we increase stormwater fees to $81.92. See attached.

China Agu
Finance Director

STATE OF GEORGIA
CITY OF DORAVILLE

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAVILLE, GEORGIA, AMENDING THE FEE SCHEDULE TO INCREASE STORMWATER FEE ACCORDING TO THE STORMWATER MASTER PLAN

WHEREAS, the City of Doraville Charter Section 2-260 authorizes the City Council to create and manage a fee schedule to assess all fees and provides that such fees may be further amended by resolution; and

WHEREAS, the Doraville Stormwater Master Plan reflects an increase in fees 3% from 2021 to 2025.

WHEREAS, the remainder of the fees in the schedule shall remain the same; and

WHEREAS, the Mayor and Council, as the governing body for the City of Doraville, desire to amend the Code to adopt new Stormwater Fees as follows:

Fee Type	Description	Fee (annually)
Stormwater Fee	Annual Stormwater Fee	$81.92

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DORAVILLE, GEORGIA HEREBY ORDAIN:

This Ordinance shall be codified in accordance with Georgia law and the Code of Ordinances of the City of Doraville, Georgia. This Ordinance shall become effective upon adoption.

Effective this 13th day of March 2024.

ADOPTED by the Doraville City Council _____

APPROVED by the Mayor

_____
HONORABLE **JOSEPH GEIERMAN**
Mayor, City of Doraville

Attest:

_____ _____
Shanta J. Bingham, City Clerk **Cecil McLendon City Attorney**

	STORMWATER RATE ADJUSTMENT OPTIONS (FY2022-2023)						
COLLECTONS METRIC	**No Change**	**Impervious Area Correction**	**CPI Adjusted Rate (2004-2021)**	**MCI Adjusted Rate (2004-2021)**	**Scenario 1:** *Adopt 2021 MCI Rate with 3.49% inflation for FY 2022-2023.*	**Scenario 2:** *Incremental Rate Increase Over Next 3 Years to Reach Expected Future Inflated Costs in 2025 (Assume 3%/year)*	**Scenario 3:** *Scenario 2 with inflation set to 3.49% (the average MCI % increase per year since 2004).*
Rate (per/ERU)	$48.00	$48.00	$72.26	$76.49	$79.16	$60.70	$61.25
Total Collection	$797,696.16	$841,075.78	$1,266,222.07	$1,340,219.22	$1,387,074.15	$1,063,610.42	$1,073,190.02
% Change	*0.00%*	*5.44%*	*58.73%*	*68.01%*	*73.89%*	*33.34%*	*34.54%*

Figure 13: Options for Stormwater Rate Increase (FY 2022-2023)

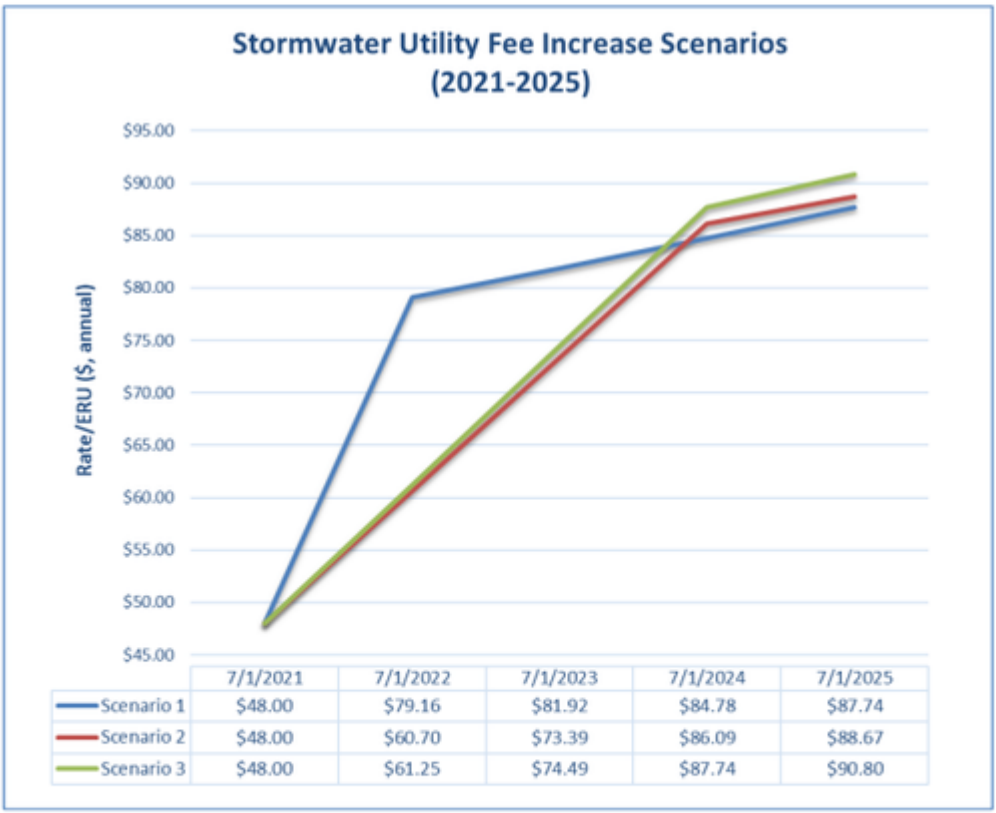


Figure 14: Summary of Three Scenario Rate Increase

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Halpern Park Mini Pitches

DATE OF MEETING: 03/13/2024

BUDGET IMPACT: Yes

BUDGET IMPACT AMOUNT: $133,453

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Recreation, Parks, & Cultural Affairs

REQUESTOR: Crystal Dawson

COMMENTS AND RECOMMENDATIONS:

After we received confirmation of the receipt of the GA 100 $100,000 matching grant, I am looking to move this project ahead. Approval tonight should allow for installation in May or June.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Seeking approval of agreement with Musco Lighting, LLC. substantially similar form to that attached hereto Exhibit A subject to City Manager and City Attorney approval.

MEMORANDUM

To:	Honorable Mayor and City Council
From:	Crystal Dawson, Director of Recreation, Parks, and Cultural Affairs
Date:	March 13, 2024
Subject Title:	Halpern Park Mini Pitches

On October 28,2023 we submitted for the Atlanta United Community Fund and Local Initiatives Support Corporations statewide soccer mini pitch program. The project proposal consisted of total rebuilds of the two existing mini pitches located at Halpern Park, with a total estimated project cost of $250,000. A breakdown of that budget can be found attached in the packet. Support for submission to the grant and the project was passed by a resolution on October 18th, 2023.

On February 15, 2024 we received notification that we had been chosen to receive the award of $100,000.

I am seeking your approval to enter into a standard service agreement with the sole source provider, MUSCO Lighting, LLC to substantially similar form to that attached hereto Exhibit A subject to City Manager and City Attorney approval for the mini pitch systems, inclusive of lighting, installation, and a 10-year warranty.

Yet to be procured is the upgrade to turf surfacing.

Thank you.

STATE OF GEORGIA
CITY OF DORAVILLE

RESOLUTION NO. 2023-31

A RESOLUTION TO SUPPORT THE SUBMISSION OF THE HALPERN PARK MINI PITCH REBUILD PROJECT TO ATLANTA UNITED COMMUNITY FUND AND LOCAL INITIATIVES SUPPORT CORPORTATION'S GA 100 GRANT.

WHEREAS, the City of Doraville, Georgia, (hereinafter the "City"), Mayor, and Council are committed to the implementation of the Comprehensive Parks and Recreation Master Plan; and

WHEREAS, the City, Mayor, and Council recognize the vital role which parks play in building healthy communities; and

WHEREAS, the City, Mayor and Council understand the value of updated parks in both attracting new and retaining current community members; and

WHEREAS, the City, Mayor and Council wish to support the growing efforts of park development; and

WHEREAS, projects for consideration of GA 100 funds are required to have completed a level of feasibility and proof of usage for consideration; and

WHEREAS, the City, Mayor and Council recognize the heavy usage at the current pitches despite their condition; and

WHEREAS, the City, Mayor and Council recognize this is a matching grant opportunity with up to $100,000 in grant matched funding and expected $150,000 in city funding;

NOW, THEREFORE, BE IT RESOLVED, that the City, Mayor, and Council support the submission of the Halpern Park Mini Pitch rebuild project for Atlanta United Community Fund and Local Initiatives Support Corporation's GA 100 grant.

SO RESOLVED this 18th day of October 2023.

CITY OF DORAVILLE, GEORGIA

Honorable Joseph Geierman
Mayor, City of Doraville

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

STATE OF GEORGIA
CITY OF DORAVILLE
City Attorney

RESOLUTION NO.

ATTEST:
OFFICE OF THE CITY CLERK

City Clerk

Halpern Park Mini-Pitch Rennovation Budget 2023

Item	Unit Price	Quantity	Total
MUSCO Modular System			
96' x 104'	$ 128,453.00	1	$ 128,453.00
3G artifical turf	$ 89,227.00	1	$ 89,227.00
Project Management	$ 5,000.00	1	$ 5,000.00
Labor: Demo and Install	$ -	72	$ -
Equipment Rental	$ 2,000.00	2	$ 4,000.00
Tip in Fees	$ 1.27	1	$ 2,000.00
Landscaping	$ 2,000.00		$ 2,000.00
Trash Cans	$ 600.00	4	$ 2,400.00
Subtotal			$ 233,080.00
10% Contigency			$ 23,000.00
Total			$ 256,080.00

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com

February 22, 2024

Halpern Park
4150 Tilly Mill Rd
Doraville, GA 30340

RE: Musco Sports Lighting, LLC Sole Source

Dear Crystal Dawson,

There are numerous benefits for the City of Doraville to have Musco Sports Lighting, LLC (Musco) as a sole source vendor.

This letter is to confirm that Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco Sports Lighting, LLC products must be purchased directly from the company. Musco has a number of designs and technology protected by U.S. and foreign patent(s), both issued and pending. Musco has numerous UL product certifications and our luminaries have been reviewed by UL to UL and CSA standards.

Musco has shaped the history of sports and transportation/infrastructure lighting since 1976, specializing in the design and manufacture of systems for venues around the world. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to international airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games.

At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount of light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.

Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has a convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program.

SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has a convective air cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.

Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data.

Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effects lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows.

Show-Light+® entertainment services will tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. The Show-Light+® system is easy to use and will provide even more memorable game night experience. Light and sound shows that mirror what's seen at the biggest and best professional stadiums. The equipment you'll be supplied with, and the light shows it will deliver, are exactly the same as what we provide the NFL, MLB, NBA, and NHL customers. Musco is not responsible for obtaining rights to or any cost associated with music licenses.

Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. This system is only available with the TLC for LED® lighting technology.

MuscoVision™ video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision™ video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest!

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com

Installation services are available on a per project basis dependent on Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. Musco Sports Lighting, LLC has a network of over 1,800 contractors around the United States of America that we utilize to install and maintain our lighting systems per the Musco Constant 25™ and Musco Constant 10™ warranty documents.

Musco Sports Lighting, LLC has over 160 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.

Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Project Planning Specialists, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.

If you have any questions or require additional information, please contact us at 800-825-6030 or by email at musco.contracts@musco.com.

Thank you,

Araceli Angel

Araceli Angel
Business Development Representative
Musco Sports Lighting, LLC



Mini-Pitch System™
Modular Sports Solution

All-in-one, modular system

- LED lighting
- Benches and lockable storage
- Galvanized steel surrounding structure
- Goals
- ADA-compliant access
- Beverage holders
- Other available options
  - Sideline signage
  - Surface graphics

Easy, permanent installation

Durable, stable structure

Comprehensive long-term warranty







musco Lighting
We Make It Happen.

USS SOCCER FOUNDATION

©2018, 2023 Musco Sports Lighting, LLC

Technical Specifications

Lighting

- Two LED luminaires, one galvanized steel pole
- 20-30 fc (200-300 lux) (vary by pitch size)
- Equipped with Control-Link® control system for instant on/off scheduling and remote capabilities

Pitch Sizes

- 40 ft x 84 ft (12 m x 25 m) pitch: 7650 lb (3470 kg)
- 50 ft x 104 ft (15 m x 32 m) pitch: 9400 lb (4264 kg)
- 60 ft x 120 ft (18 m x 36 m) pitch: 10,700 lb (4854 kg)
- Pitch widths and lengths interchangeable for custom size options
- All units are approved for 175 mi/h (78 m/s) winds without signage and 120 mi/h (54 m/s) with signage

Playing Area

- Surfacing provided
- Acrylic surface (recommended)

Materials

- Square tubing and channel material: 11 gauge 0.123 in (3 mm) thick steel
- Sheet metal: 12 gauge 0.109 in (2.7 mm) thick
- Anchor for asphalt surface: 12 in (304 mm) long, ⅞ in (22.2 mm) diameter, with a 7⁄16 in (11 mm) female head
- Anchor for concrete surface: ½ in x 5 ½ in (12.7 mm x 139.7 mm)
- Galvanized after welding

Goals and Storage

- Goal dimensions:
  70 in (1.7 m) tall x 90 in (2.3 m) wide x 34 in (0.9 m) deep
- Storage: 20 ft^3 (0.566 m^3) of lockable cabinet storage

Delivery

- System fits on one truck
- Installed in 2-3 days with a 3-person crew











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We Make It Happen.

US SOCCER FOUNDATION

Patents Issued and Pending · Control-Link® is a trademark of Musco Sports Lighting, LLC and is registered in Canada and the United States. · ©2018, 2023 Musco Sports Lighting, LLC · M-4075-enUS-7

THE CITY OF Doraville
Diversity, Vitality, Community

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this 13th day of March, 2024, by and between MUSCO Lighting, LLC (hereinafter "Contractor"), address of 100 1st Ave West, Oskaloosa, IA 52577 and the City of Doraville, Georgia, a municipal body politic and corporate, (hereinafter "City of Doraville").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing manufacturing and installing two mini pitch soccer systems at Halpern Park and

WHEREAS, City of Doraville has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for City of Doraville; and

WHEREAS, City of Doraville wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to City of Doraville as set forth in the Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of *a* project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. Fee. As consideration for the Services, City of Doraville shall pay to Contractor the fee described in Exhibit B, attached hereto and incorporated herein by this reference.

b. Manner of Payment. As described in Exhibit B.

3. **Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of Doraville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City of Doraville and Contractor. It is expressly agreed that Contractor is

acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of City of Doraville including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of Doraville.

4. Term.

This Agreement shall become effective as of the date of its execution and terminate without further obligation of the City on December 31 of the year of execution. The term of the contract will be contingent upon annual appropriations of funds by the City of Doraville City Council. Thereafter, the contract shall have no automatic one (1) year renewals for an additional calendar yearly terms not to exceed 1 years unless otherwise terminated by the City no later than sixty (60) days prior to the conclusion of the year of execution or any renewal year.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of Doraville fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If City of Doraville or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by the City upon written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of Doraville all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof. Contractor shall promptly deliver an inventory of any contractually required supplies acquired on behalf of the City under the Agreement for confirmation if payment has or has not already been made by the City, before ownership of said supplies is declared. Possession will then be taken by the party having paid for the supplies.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of Doraville, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT G, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of Doraville including, but not limited to, information concerning City of Doraville, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Doraville, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of City of Doraville. Any attempted assignment by Contractor without the prior express

written approval of City of Doraville may, at City of Doraville's sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to City of Doraville:

Chris Eldridge
City Manager
3725 Park Avenue
Doraville, Georgia 30340

With copies to:

Cecil McLendon
City Attorney
3725 Park Avenue
Doraville, Georgia 30340

If to Contractor:
Musco Lighting, LLC
100 1st Ave West
Oskaloosa, IA 52577

With copies to:

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in DeKalb County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Force Majeure.**

Neither Party will be liable to the other Party for failure to perform any of its obligations under this Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure.

A Party which is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with full particulars of the event or occurrence, is required as soon as reasonably possible.

A Party claiming Force Majeure will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, will promptly give written notice to the other Party of the termination of such Force Majeure, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

For purposes of this Agreement, "**Force Majeure**" will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage will be considered Force Majeure if the Party claiming Force Majeure has not caused the condition and the cause of the condition was out of the control of such Party Force Majeure could include any other causes, whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome.

17. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of Doraville of the claim and the intent to initiate a civil action.

18. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

20. **Headings.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

21. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Service Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

22. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless City against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

23. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through its duly authorized agents, have signed and sealed this Agreement.

CITY OF DORAVILLE, GEORGIA

By: _____ _____
Mayor Date of Execution

ATTEST:

By: _____ Approved as to Form:
City Clerk

By: _____
City Attorney

(SEAL)

_____
MUSCO Lighting, LLC

By: _____ _____
Name: Date of Execution

_____
Typed or Printed Name

_____
Title

ATTEST:

By: _____
Secretary

(SEAL)

_____
Witness

EXHIBITS

EXHIBIT A Contractor Proposal

EXHIBIT B Fee Schedule

EXHIBIT C Certification of Contractor - Georgia Security and Immigration Compliance Act

EXHIBIT D Certification of Sponsor Drug-Free Workplace

EXHIBIT E Affidavit Verifying Status for City Public Benefit Application

EXHIBIT F Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

EXHIBIT G Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT H Insurance Requirements

EXHIBIT A

CONTRACTOR PROPOSAL

ATTACHED

Budget Estimate

Doraville Georgia Mini-Pitch
Doraville, GA
October 25, 2023

Budget Estimate – Materials and installation

Musco's Mini-Pitch System™ Modular Sports Solution as described below, and delivered to the job site:

(1)**–96' x 104' Mini-Pitch System™**	**$128,453**
a. Project Management	**$5,000**

Sales tax and bonding of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

System Description – Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

- Galvanized steel pole(s), fence panels, and structure
- Built-in goals
- Factory aimed and assembled TLC for LED® luminaires
- Remote electrical component enclosures
- Pole length wire harnesses
- Seating accommodations and cupholders
- Lockable storage

On Field Performance – control to benefit players and spectators

- Light is directed onto the surface, allowing for enhanced visibility
- Control-Link® control system for remote on/off control

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Notes

Estimate is based on:

- Shipment of entire project together to one location
- Confirmation of the playing surface dimensions and a Musco lighting design prior to providing quote(s)
- Based upon projects similar in scope and is intended for **preliminary planning purposes** only
- 208 Volt, 1 phase electrical system requirement
- Structural code and wind speed = 2018 IBC, 105 mph, and exposure: C, Importance Factor, Risk Category II**.**
- Owner is responsible for getting electrical power to the site, coordination with the utility, any power company fees, and obtaining any necessary permits.
- Existing concrete playing surface
- Estimate is based on October 2023 pricing and is subject to change based on anticipated order timing or changes in the playing surface dimensions

Thank you for considering our Team for your modular sports solution needs. Please contact us with any questions.

Araceli Angel, Business Development Representative – Mini-Pitch
Phone: 641-670-0440
E-mail: araceli.angel@musco.com

2020 Musco Sports Lighting, LLC

EXHIBIT B FEE SCHEDULE

Paid in full Net 30.

Not to exceed $133,453.

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of_____

_____, ("Contractor"), whose address is_____

_____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at *http://www.dol.state.ga.us*, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at *https://www.vis-dhs.com/EmployerRegistration*, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at *http://www.dol.state.ga.us*.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Signature: _____

Name Printed: _____

Dated: _____

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____

_____, ("Contractor"), whose address is _____

_____ and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Signature: _____

Name Printed: _____

Dated: _____

Exhibit E

Affidavit Verifying Status
for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville license/permit for:

1) _____ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ **Date:** _____

Printed Name: _____

***Alien Registration number for non-citizens:** _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___

Notary Public: _____ My Commission Expires:_____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Doraville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF_____, 20__

_____
NOTARY PUBLIC (seal)

EXHIBIT G

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   (a) Withholding of payments to the Contractors under the Contract until the

Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT H

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence/ $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet

professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than $50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

Certificate Holder should read: **The City of Doraville**
3725 Park Avenue
Doraville, Georgia 30340

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: GDOT Indemnification Agreement

DATE OF MEETING: March 13, 2024

BUDGET IMPACT: N/A

BUDGET IMPACT AMOUNT: N/A

FUNDING SOURCE:

☐ ANNUAL ☐ CAPITAL ☑ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Police REQUESTOR: Chief C. D. Atkinson

COMMENTS AND RECOMMENDATIONS:

At the November 13, 2023 Council meeting, the Mayor and Council approved the purchase of 20 additional Flock Falcon cameras (Automated License Plate Readers). These additional cameras will be strategically placed throughout the City providing better coverage in our efforts to keep our community safer. Five of these cameras will be placed in the GDOT right-of-way. As such, the City must complete an application and permit from GDOT, as well as sign an Indemnification and Hold Harmless Agreement. Note: The City executed the same application and permit, and hold harmless agreement in June of 2021

REQUESTED ACTION TO BE TAKEN BY BOARD:

Staff recommends that the Mayor and City Council authorize the Mayor to execute the application and permit for the Automated License Plate Readers, as well as execute the Indemnificaiton and Hold Harmless Agreement with GDOT.

A RESOLUTION BY THE CITY OF DORAVILLE, GEORGIA AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND PERMIT FOR AUTOMATED LICENSE PLATE READERS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION, AS WELL AS EXECUTING THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

WHEREAS, at its November 13, 2023 meeting, the Mayor and City Council approved the purchase of 20 additional Flock Falcon (Automated License Plate Reader) cameras from Flock Safety; and

WHEREAS, strategic locations have been identified for the installation of these cameras throughout the City of Doraville; and

WHEREAS, five of these cameras will be placed in the Georgia Department of Transportation right-of-way (see attached locations); and

WHEREAS, the Georgia Department of Transportation requires an Application and Permit for Automated License Plate Reader for these cameras; and

WHEREAS, the Georgia Department of Transportation requires an Indemnification and Hold Harmless Agreement signed for these cameras in the right-of-way; and

NOW, THEREFORE, BE IT RESOLVED by authority of the Mayor and Council of Doraville, Georgia, as follows:

Section 1. The Mayor and Council desire to work with GDOT on the installation of these cameras in an effort to better secure the City of Doraville.

Section 2. The Mayor and Council authorizes the Mayor to execute the Application and Permit for Automated License Plate Reader with the Georgia Department of Transportation, as well as the Indemnification and Hold Harmless Agreement.

Section 3. This resolution shall take immediate effect upon its adoption.

ADOPTED AND APPROVED this 13th day of March, 2024.

THE CITY OF DORAVILLE, GEORGIA

By: _____
Joseph Geierman, Mayor

(SEAL)

APPROVED TO FORM:

_____
Cecil McLendon, City Attorney

Attest: _____
Shanta J. Bingham, City Clerk

DOT 7411

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA

(FOR DOT USE ONLY)

District No. _____
Non-Interstate
State Highway No. _____
Milepost No. _____
County _____
Permit No. _____

APPLICATION AND PERMIT FOR AUTOMATED LICENSE PLATE READER (ALPR)

TO: GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET, NW, ATLANTA GEORGIA 30308

Application is hereby made by Doraville Police Department (Name of Applicant) (470) 746-6215 (Area Code) Phone

3750 Park Ave (Post Office Address) Doraville, Georgia (City and State) 30340 (Zip Code)

for permission to accomplish work on the Right-of-Way of *STATE HIGHWAY NO.* various locations - see site list

U.S. N/A *within the City Limits of* various locations - see site list *and in* Dekalb *County*, in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway Encroachment Control on file in the General Office of the Georgia Department of Transportation, and made a part hereof by reference thereto, and any SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:

The proposed work site is located on the property on the various locations (N.S.E.W.) side of the highway beginning various locations (From Nearest Street) Feet,

various locations (N.S.E.W.) of the centerline, of various locations (Nearest Street or Road) and Fronting various locations (Total Frontage Used)

Feet further various locations along said Highway; and at mile post various locations - see site list

various locations - see site list (Latitude) various locations - see site list (Longitude)

Permit requested this _____ day of _____ , 20_____.

The undersigned is aware of all relevant Federal, State, and local laws, rules or regulation related to the activities authorized by this permit and shall agree to follow the same.

By _____
Signature

_____
Print Name

Title _____
Governing Agency or Official for this Applicant

**Note: Permit Holder and/or local government are/is responsible for the operation and maintenance of the Automated License Plate Reader. **

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

SPECIAL REQUIREMENTS: (by GDOT only)

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____ day of _____ , 20_____.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

By _____

_____
District Engineer

ALPR

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(READ BEFORE SIGNING)

Doraville Police Department	various - see site list	DeKalb		7
NAME OF APPLICANT	SR NUMBER	COUNTY	MILE POST	DISTRICT NUMBER

PERMIT NUMBER: _____

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities, and all of their respective officers, members, employees and directors (collectively referred to as the "DOT") from and against any and all claims, demands, liabilities, losses, cost or expensed, including attorney's fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS), the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying for this permit, including the undersigned's representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulation in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

_____ _____

SIGNATURE OF APPLICANT DATE

No.	Name	Address	Direction	Lat	Lng	Pole Type	Distance from Roadway (ft)
1	#02 I-85 Access Rd @Northcrest SB	4275 Northeast Expy, Doraville, GA 30340, USA	Northbound	33.89687942	-84.24984058	Flock Pole - 12' w/ 350 Adapter	11.9
2	#04 Buford Hwy @Oakcliff Rd SB	5886 Buford Hwy NE, Atlanta, GA 30340, US	Southbound	33.91152689	-84.26461813	Flock Pole - 12' w/ 350 Adapter	11.5
3	#06 Buford Hwy @ McElroy Rd NB	5811 Buford Hwy NE, Doraville, GA 30340, USA	Northbound	33.909202	-84.26640091	Flock Pole - 12' w/ 350 Adapter	12
4	#07 Buford Hwy @ I-285 SB	5602 Buford Hwy NE, Doraville, GA 30340, USA	Southbound	33.90456916	-84.27233613	Flock Pole - 12' w/ 350 Adapter	10.4
5	#09 Buford Hwy @ McClave NB	5115 Buford Hwy NE, Doraville, GA 30340, US	Northbound	33.89198177	-84.28459541	Existing Light Pole	5.9

THE CITY OF Doraville℠

Diversity. Vitality. Community

MEMORANDUM

TO: City Council

FROM: Public Works

SUBJECT: 2024 Capital Paving Project

DATE: March 13, 2024

PURPOSE

The City of Doraville has received a total of six bids for ITB 24-001, the 2024 Capital Paving Project. This comprehensive project encompasses patching, milling, and resurfacing on various streets including Homeland Drive, Hickory Lane, Hickory Wood Lane, Redwood Street, Shallowford Road, Stafford Place, Addison Drive, King Avenue, and Church Drive.

The prospective bidders in consideration were E.R. Snell, Stewart Bros, Atlanta Paving, Blount Construction, Vertical Earth, and C.W. Matthews. Vertical Earth, the lowest bidder, submitted a bid of $1,148,628.29. However, upon conducting a meticulous reference check, it appears that Vertical Earth lacks substantial experience, specifically related to paving projects, and has received mixed feedback from provided references. Notably, references indicated that Vertical Earth often subcontracts the paving aspects of their projects. Furthermore, while Vertical Earth is a prequalified GDOT contractor, they lack prequalification in hot mix asphaltic concrete construction (work class 400). Considering the raised concerns surrounding Vertical Earth's limited experience in similar projects and feedback obtained from references, doubts have emerged regarding their capacity to deliver a quality product.

Staff recommends awarding the project to the second lowest bidder, Blount Construction, who submitted a bid of $1,208,778.49. Blount Construction is a prequalified GDOT contractor (work class 400), boasts an impressive track record, and provides solid references. We are confident that Blount Construction can successfully complete the project with a high standard of quality.

STAFF RECOMMENDATION: APPROVAL

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: 2024 Capital Paving Project

DATE OF MEETING: 3.13.24

BUDGET IMPACT: YES

BUDGET IMPACT AMOUNT: $1,208,778.49

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Public Works

REQUESTOR: Chris LaFleur

COMMENTS AND RECOMMENDATIONS:

The purpose of this item aims to secure approval to award the 2024 Capital Paving Project to Blount Construction. While Blount may not have submitted the lowest bid, their exceptional track record and stellar references make them the preferred choice for ensuring the project's success and high-quality execution.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Approval

RECEIVED BY: CITY OF DORAVILLE
FEBRUARY 29, 2024 - 1:30 PM LOCAL TIME
BID TABULATION
ITB 24-001 CITY OF DORAVILLE, GEORGIA

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER N0 . 1 E.R Snell Contractor 1785 Oak Road Snellville, GA 30078		BIDDER NO. 2 Stewart Bros. Inc. 2480 Pleasantdale Road Doraville, GA 30340		BIDDER N0 . 3 Atlanta Paving 2775 Mechanicsville Road Peachtree Corners GA, 30071		BIDDER NO. 4 Blount Construction 1730 Sands Place Marietta, GA 30067		BIDDER NO. 5 Vertical Earth Inc. 6025 Matt Hwy Cumming, GA 30028		BIDDER NO. 6 C. W. Matthews 1600 Kenview Drive Marietta, GA 30060	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	2024 CAPITAL PAVING PROJECT														
150-100	Traffic Control	1	LS	$267800.00	$267,800.00	$147200.00	$147,200.00	$94306.81	$94,306.81	$132143.33	$132,143.33	$123003.93	$123,003.93	$213957.18	$213,957.18
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave Type 2 GP 2 Only, Including Bituminous Material & H-Lime	2367	TN	$133.00	$314,811.00	$155.30	$367,595.10	$157.33	$372,400.11	$147.66	$349,511.22	$142.60	$337,534.20	$125.63	$297,366.21
402-3130	Recycled Asphalt Concrete 12.5 MM Superpave Type 2 GP 2 Only, Including Bituminous Material & H-Lime	2248	TN	$137.00	$307,976.00	$150.90	$339,223.20	$149.24	$335,491.52	$136.53	$306,919.44	$135.77	$305,210.96	$119.33	$268,253.84
432-0210	Mill Asphalt Concrete Pavement, 1.5 in. Depth	27037	SY	$3.00	$81,111.00	$6.50	$175,740.50	$4.61	$124,640.57	$2.37	$64,077.69	$2.37	$64,077.69	$11.25	$304,166.25
432-0510	Mill Asphalt Concrete Pavement, 2 in. Depth	19319	SY	$5.00	$96,595.00	$7.10	$137,164.90	$6.17	$119,198.23	$4.50	$86,935.50	$3.52	$68,002.88	$4.85	$93,697.15
310-1101	Graded Aggregate Base including material	36.00	TN	$771.00	$27,756.00	$427.20	$15,379.20	$47.35	$1,704.60	$118.05	$4,249.80	$337.66	$12,155.76	$213.60	$7,689.60
402-1802	Recycled Asphalt Concrete Patching using 19 MM Superpave including Bituminous Material & H- Lime	550.00	TN	$368.00	$202,400.00	$260.75	$143,412.50	$169.85	$93,417.50	$172.07	$94,638.50	$164.46	$90,453.00	$165.94	$91,267.00
415-5000	Asphaltic Concrete Open Graded Crack Reliefe Interlayer, GP 2 Only, Including Bituminous Material & H - Lime	0	TN	$725.00	$0.00	$0.00	$0.00	$0.00	$0.00	$196.69	$0.00	$1,000.00	$0.00	$0.00	$0.00
413-0750	Bitumen Tack Coat	3000	GAL	$1.00	$3,000.00	$4.60	$13,800.00	$6.00	$18,000.00	$3.93	$11,790.00	$4.13	$12,390.00	$2.62	$7,860.00
437-0000	Adjust Granite Curb	850	LF	$69.10	$58,735.00	$72.00	$61,200.00	$70.01	$59,508.50	$82.88	$70,448.00	$50.68	$43,078.00	$89.12	$75,752.00
653-6004	Thermoplastic Traffic Striping, White	250	SY	$8.75	$2,187.50	$9.00	$2,250.00	$7.15	$1,787.50	$9.56	$2,390.00	$7.54	$1,885.00	$7.50	$1,875.00
653-1502	Thermoplastic Traffic Striping, Yellow	250	SY	$8.75	$2,187.50	$9.00	$2,250.00	$7.15	$1,787.50	$9.56	$2,390.00	$8.36	$2,090.00	$7.50	$1,875.00
653-0120	Thermoplastic PVMT Marking, Arrow Type 2	1	EA	$117.00	$117.00	$120.00	$120.00	$159.50	$159.50	$127.50	$127.50	$170.50	$170.50	$100.00	$100.00
653-1501	Thermoplastic Solid Traffic Stripe, 5 IN White	7545	LF	$0.70	$5,281.50	$0.70	$5,281.50	$0.63	$4,753.35	$0.77	$5,809.65	$0.94	$7,092.30	$0.60	$4,527.00
653-1502	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	9600	LF	$0.70	$6,720.00	$0.70	$6,720.00	$0.62	$5,952.00	$0.77	$7,392.00	$0.94	$9,024.00	$0.60	$5,760.00
653-1704	Thermoplastic Solid Traffic Stripe, 24 IN White	300	LF	$14.00	$4,200.00	$13.50	$4,050.00	$11.00	$3,300.00	$15.30	$4,590.00	$7.54	$2,262.00	$12.00	$3,600.00
653-1804	Thermoplastic Solid Traffic Stripe, 8 IN White	200	LF	$4.65	$930.00	$4.50	$900.00	$3.30	$660.00	$5.10	$1,020.00	$4.24	$848.00	$4.00	$800.00
653-3501	Thermoplastic Skip Traffic Stripe, 5 IN White	225	GLF	$0.47	$105.75	$0.60	$135.00	$1.10	$247.50	$0.51	$114.75	$0.87	$195.75	$0.40	$90.00
653-3502	Thermoplastic Skip Traffic Stripe, 5 IN Yellow	100	GLF	$0.47	$47.00	$0.60	$60.00	$1.10	$110.00	$0.51	$51.00	$2.04	$204.00	$0.40	$40.00
647-6300	Loop Detector, 6 FT X 40 FT, Quadrupole	6	EA	$2,070.00	$12,420.00	$3,950.00	$23,700.00	$2,520.00	$15,120.00	$5,036.25	$30,217.50	$5,445.00	$32,670.00	$2,100.00	$12,600.00
001-2000	Speed Table, including striping	3	EA	$14,400.00	$43,200.00	$600.00	$1,800.00	$6,500.00	$19,500.00	$5,583.37	$16,750.11	$3,786.62	$11,359.86	$9,150.00	$27,450.00
611-8050	Adjust Manholes to grade	10	EA	$7,820.00	$78,200.00	$3,250.00	$32,500.00	$2,250.00	$22,500.00	$1,721.25	$17,212.50	$2,500.00	$25,000.00	$2,469.78	$24,697.80
	TOTAL BID AMOUNT				**$1,515,780.25**		**$1,480,481.90**		**$1,294,545.19**		**$1,208,778.49**		**$1,148,707.83**		**$1,443,424.03**
	BID BOND				5%		5%		5%		5%		5%		5%

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

*Submitted Bid - $1,148,628.29

CITY OF DORAVILLE DATE: February 29, 2024

THE CITY OF Doraville℠

Diversity. Vitality. Community

MEMORANDUM

TO: City Council

FROM: Public Works

SUBJECT: Stormwater Repair – 3455 Raymond Drive

DATE: March 13, 2024

PURPOSE

The City of Doraville has engaged with five contractors including Southern Premier Contractors, HK Solutions Group, Lining & Coating Solutions, AS Paving, and Southeast Pipe regarding a critical stormwater repair at 3455 Raymond Drive. This crucial project aims to rectify internal joint separation issues within the recast concrete pipe, a concern that has persistently raised safety issues and led to the formation of sinkholes on the property.

Out of the proposals received for this project, Southern Premier Contractors (SPC), the lowest bidder, submitted a quote of $49,162.50. SPC has established a commendable track record, demonstrating a consistent history of delivering top-tier service and successfully completing comparable projects.

STAFF RECOMMENDATION: APPROVAL

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Stormwater Repair - 3455 Raymond Drive

DATE OF MEETING: 3.13.24

BUDGET IMPACT: YES

BUDGET IMPACT AMOUNT: $49,162.50

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Public Works REQUESTOR: Chris LaFleur

COMMENTS AND RECOMMENDATIONS:

The purpose of this item aims to secure approval to award a stormwater repair project to Southern Premier Contractors (SPC) to perform internal point repairs to a 36" RCP. This project will address ongoing safety issues resuliting in sinkholes at 3455 Raymond Drive. SPC provided the lowest bid, and has an exceptional track record performing similar projects.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Approval

SOUTHERN PREMIER CONTRACTORS, INC. 2024	
PROJECT LOCATION:	**3455 Raymond Drive**
Work Order #	
DATE ESTIMATE PREPARED:	**03.02.2024**
ESTIMATE TOTAL:	**$ 49,162.50**

Pre Lining:	
	Clean & Prep Pipes, Internals, Internal Point Repairs, Flowable Fill as needed
Lining:	**Line 150' of 36" RCP**
Post Lining:	
	Install Inverts & Grout Pipes to Structures
	Landscape Disturbed Areas

Item#	Item	Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1	EA	$ 2,000.00	$ 2,000.00
8	TV Storm Lines (includes DVD & Report)	150	LF	$ 4.25	$ 637.50
17	36" PIPE - Cleaning less than 25% full	150	LF	$ 8.50	$ 1,275.00
	36" PIPE	150	LF	$ 285.00	$ 42,750.00
	Inversion Setup Charge 15"- 36" CIPP	1	EACH	$ 2,500.00	$ 2,500.00
	TOTAL INVOICE	1			**$ 49,162.50**





RECEIVED
FEB 2 9 2024
BY: SB

APPLICATION FOR CITY OF DORAVILLE COMMITTEE APPOINTMENTS

Citizens bring a valuable insight to City government. An avenue that the City uses to gain this insight and increase resident participation in City government is through the various Boards, Commissions and Committees of the City of Doraville. The citizens appointed to serve on these volunteer organizations represent the views of all citizens to the Mayor and Council. In this role, they help shape policy for the City of Doraville. This questionnaire will assist the Council in its review process to determine applicant eligibility and qualifications for committee appointments.

Applicant Name Dominique L Holmes

Occupation Business Development

Home Address [redacted] **City** Doraville **Zip** 30360

Email [redacted]

Cell Phone [redacted] **Home**

How long have you been a resident of the City of Doraville? 2 **Years**

Please indicate below which committee you are applying for:

- [x] Planning Commission
- [ ] Downtown Development Authority
- [ ] Doraville Art Committee
- [ ] Celebration Committee

Please return signed and completed applications to the City Clerk. A completed application contains:

- Signed application
- Resume
- Any additional material you wish to include (cover letter, extended bio, etc.)

Applications may be submitted via email ( ), by mail or in person. If by mail, please send to the following address:

City of Doraville
Attn: City Clerk
3725 Park Avenue
Doraville, GA 30340

Serving on The Planning Commission for Doraville advisory board, will allow me to volunteer my time and knowledge towards its purposes on review and advise the City Council on public and private activities involving the physical, social, and economic development of the City and to review and make a comprehensive plan for the physical development of the City. Being a homeowner in Doraville allows residents as myself the opportunity to actively participate in the planning of the City and its welfare; to learn all facets of the regulations governing such functions; interact with a wide variety of citizens participating in shaping Doraville's future; and assume an active role in regulation changes involving zoning and subdivision activity.

The skills and experience I have that can be applied to the goals of the committee is Attention to detail; Patience; Ability to think in abstract terms; Open mindedness; Willingness to listen and learn; Willingness (obligation) to contribute (speak in a public forum); Ability to compromise and work within a team framework; Ability to make decisions based on the best interests of the community, rather than the interests of the applicant, or other special-interest groups; A rudimentary understanding of the development process; and Ability to read drawings, blueprints, and architectural plans.

Please keep in mind that I am a 15 year entrepreneur who have worked with John Ernest (Mayor of Brookhaven), Close association with Architect (Hariett White) and several other Counselman from Cleveland, OH like (Debrah Gray) and a few other in economic development and community planning. I am a commercial building owner in an area that's being gentrified as Im writing. I am aware of growth and needed changes for local communities. I will add much value to the community as needed. I look forward to being apart of change and growth for THE CITY OF DORAVILLE!

I have the required time with no restrictions to perform my task on the committee followed by any extra necessary duties that needs to be performed or attended to.



RECEIVED
FEB 29 2024
BY: .....

APPLICATION FOR CITY OF DORAVILLE COMMITTEE APPOINTMENTS

Please briefly explain your reasons for wishing to serve on a City of Doraville committee:
What skills and experience do you have that can be applied to the mission and goals of the committee?
Will you have the time and availability to prepare for and regularly attend meetings, to attend training sessions provided by the City on-site and/or off-site, and to perform a reasonable amount of work outside of regularly scheduled meetings?
Do you know of any circumstances that would create a conflict or result in you having to abstain from voting on any action before a committee? If yes, please explain:

I understand that I am applying for appointment to a Board, Commission or Committee of the City of Doraville. I further understand that:

1. The appointing authority may require an interview prior to consideration for appointment;
2. That I will be required to take an oath of office to uphold the City's charter and ordinances;
3. That my term in office will be governed by the By-Laws of the Board or Commission to which I am appointed;
4. In addition, I understand that my application will remain on file with the City Clerk and will be periodically reviewed by the appointing authority, so it is my responsibility to keep the application updated.

I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Signature: Dominique Holmes

Print Name: Dominique Holmes **Date:** 2/29/2024

APPLICATION FOR CITY OF DORAVILLE COMMITTEE APPOINTMENTS

Citizens bring a valuable insight to City government. An avenue that the City uses to gain this insight and increase resident participation in City government is through the various Boards, Commissions and Committees of the City of Doraville. The citizens appointed to serve on these volunteer organizations represent the views of all citizens to the Mayor and Council. In this role, they help shape policy for the City of Doraville. This questionnaire will assist the Council in its review process to determine applicant eligibility and qualifications for committee appointments.

Applicant Name Billie Jo Adams

Occupation Technical Analysis Manager

Home Address [redacted] **City** Doraville, G **Zip** 3036

Email [redacted]

Cell Phone [redacted] **Home**

How long have you been a resident of the City of Doraville? 8 **Years**

Please indicate below which committee you are applying for:

- [x] Planning Commission
- [ ] Downtown Development Authority
- [ ] Doraville Art Committee
- [ ] Celebration Committee

Please return signed and completed applications to the City Clerk. A completed application contains:

- Signed application
- Resume
- Any additional material you wish to include (cover letter, extended bio, etc.)

Applications may be submitted via email (city.clerk@doravillega.us), by mail or in person. If by mail, please send to the following address:

City of Doraville
Attn: City Clerk
3725 Park Avenue
Doraville, GA 30340

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FOR CITY OF DORAVILLE COMMITTEE APPOINTMENTS

Please briefly explain your reasons for wishing to serve on a City of Doraville committee:
I want to join the city's planning commission committee because I am deeply passionate about positively influencing our community. As someone who frequently observes various projects and developments in Doraville, I often find myself wishing to be involved and offer constructive feedback. My enthusiasm for research and data analysis drives me to contribute substantiated recommendations. I am committed to fostering the growth of our community while ensuring that our endeavors align with the desires and necessities of our residents.
What skills and experience do you have that can be applied to the mission and goals of the committee?
With my ability to conduct research and data analysis, I possess the capability to gather pertinent information and present data-driven recommendations to support informed decision-making processes. Additionally, my commitment to attending scheduled meetings and being thoroughly prepared ensures timely and valuable contributions to the committee's discussions and initiatives. I excel in collaborative environments, valuing diverse perspectives and offering feedback in an unbiased manner, ultimately fostering effective teamwork and consensus-building within the commission.
Will you have the time and availability to prepare for and regularly attend meetings, to attend training sessions provided by the City on-site and/or off-site, and to perform a reasonable amount of work outside of regularly scheduled meetings?
Yes
Do you know of any circumstances that would create a conflict or result in you having to abstain from voting on any action before a committee? If yes, please explain:
No

I understand that I am applying for appointment to a Board, Commission or Committee of the City of Doraville. I further understand that:

1. The appointing authority may require an interview prior to consideration for appointment;
2. That I will be required to take an oath of office to uphold the City's charter and ordinances;
3. That my term in office will be governed by the By-Laws of the Board or Commission to which I am appointed;
4. In addition, I understand that my application will remain on file with the City Clerk and will be periodically reviewed by the appointing authority, so it is my responsibility to keep the application updated.

I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Signature: Billie Jo Adams

Print Name: Billie Jo Adams **Date:** 2/22/2024

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Brook Park Tennis Courts

DATE OF MEETING: 03/13/2024

BUDGET IMPACT: Yes

BUDGET IMPACT AMOUNT: $139,300

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Recreation, Parks, & Cultural Affairs

REQUESTOR: Crystal Dawson

COMMENTS AND RECOMMENDATIONS:

I attempted to receive three quotes for this project and was unsuccessful. After contacting numerous companies, I was only able to procure one accurate quote. After giving a deadline for submittal or correction of 02/09/2024, we were left with one. There is $200,000 earmarked for this project with ARPA funds.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Seeking approval of agreement with Signature Tennis in substantially similar form to that attached hereto Exhibit A subject to City Manager and City Attorney approval.

MEMORANDUM

To:	Honorable Mayor and City Council
From:	Crystal Dawson, Director of Recreation, Parks, and Cultural Affairs
Date:	March 13, 2024
Subject Title:	Brook Park Tennis Courts

I have documentation of attempts to contact and coordinate getting a quote from the following companies and listed results:

Signature Tennis

Has updated the quote three times.

$139,300 with lighting

$88,000 without lighting

Southeastern Tennis

No quote ever sent.

Courtmakers

Sent wrong dimensions, given deadline of 02/09 to correct and never did.

Astroturf

Never responded.

Hellas Construction

Never responded.

Not included in this quote that additionally needs to be completed for the project is removal of the old tennis courts and rebuilding of the small retaining wall - all to be completed by public works. Additionally, the removal of approximately 10 trees whose root systems impact the courts footprint.

I am seeking for approval to enter into a standard service agreement with Signature Tennis for $139,300 for construction of two tennis courts at Brook Park.

Thank you.

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made this 13th day of March, 2024, by and between Signature Tennis (hereinafter "Contractor"), address of 1025 Rose Creek Dr Suite 620-244, Woodstock, GA 30189 and the City of Doraville, Georgia, a municipal body politic and corporate, (hereinafter "City of Doraville").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing building of the two new tennis/pickleball courts and

WHEREAS, City of Doraville has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for City of Doraville; and

WHEREAS, City of Doraville wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to City of Doraville as set forth in the Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of a project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. Fee. As consideration for the Services, City of Doraville shall pay to Contractor the fee described in Exhibit B, attached hereto and incorporated herein by this reference.

b. Manner of Payment. As described in Exhibit B.

3. **Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of Doraville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City of Doraville and Contractor. It is expressly agreed that Contractor is

acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of City of Doraville including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of Doraville.

4. Term.

This Agreement shall become effective as of the date of its execution and terminate without further obligation of the City on December 31 of the year of execution. The term of the contract will be contingent upon annual appropriations of funds by the City of Doraville City Council. Thereafter, the contract shall have no automatic one (1) year renewals for an additional calendar yearly terms not to exceed 1 years unless otherwise terminated by the City no later than sixty (60) days prior to the conclusion of the year of execution or any renewal year.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of Doraville fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If City of Doraville or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by the City upon written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of Doraville all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof. Contractor shall promptly deliver an inventory of any contractually required supplies acquired on behalf of the City under the Agreement for confirmation if payment has or has not already been made by the City, before ownership of said supplies is declared. Possession will then be taken by the party having paid for the supplies.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the Services and the obligations imposed by this Agreement. Contractor will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of Doraville, which are incorporated into and made a part of this Agreement. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in Exhibit G, Notice to Contractors - Compliance with Title VI of the Civil Rights Act Of 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that

such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of Doraville including, but not limited to, information concerning City of Doraville, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

a. Indemnification. Contractor agrees to indemnify and hold harmless the City of Doraville, to the extent allowed by applicable law, from and against any and all losses, liabilities or expenses (including, without limitation, attorneys' fees) which are caused by, in whole or in part, the negligence of Contractor under this Agreement.

b. Insurance. Insurance requirements are attached hereto as Exhibit H and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of City of Doraville. Any attempted assignment by Contractor without the prior express written approval of City of Doraville may, at City of Doraville's sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to City of Doraville:

Chris Eldridge
City Manager
3725 Park Avenue
Doraville, Georgia 30340

With copies to:

Cecil McClendon
City Attorney
3725 Park Avenue
Doraville, Georgia 30340

If to Contractor:
Mike Imborone
1025 Rose Creek Dr Suite 620-244
Woodstock, GA 30189

With copies to:

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in DeKalb County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Force Majeure.**

Neither Party will be liable to the other Party for failure to perform any of its obligations under this Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure.

A Party which is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notification with full particulars of the event or occurrence, is required as soon as reasonably possible.

A Party claiming Force Majeure will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure, will promptly give written notice to the other Party of the termination of such Force Majeure, and will resume performance of any suspended obligation as soon as reasonably possible after termination of such Force Majeure.

For purposes of this Agreement, "**Force Majeure**" will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances will include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, arrests and restraints of the Government, either federal or state, inability of any Party hereto to obtain necessary materials or supplies at market costs or permits due to existing or future rules, orders and laws of governmental authorities (both federal and state), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage will be considered Force Majeure if the Party claiming Force Majeure has not caused the condition and the cause of the condition was out of the control of such Party Force Majeure could include any other causes, whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome.

17. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of Doraville of the claim and the intent to initiate a civil action.

18. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

19. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written.

20. **Headings.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

21. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and

attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Service Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

22. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless City against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

23. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through its duly authorized agents, have signed and sealed this Agreement.

CITY OF DORAVILLE, GEORGIA

By: _____ _____
City Manager Date of Execution

ATTEST:

By: _____ Approved as to Form:
City Clerk

By: _____
City Attorney

(SEAL)

_____
Signature Tennis

By: _____ _____
Name Date of Execution

_____
Typed or Printed Name

_____
Title

ATTEST:

By: _____
Secretary

(SEAL)

_____
Witness

EXHIBITS

EXHIBIT A	Contractor Proposal
EXHIBIT B	Fee Schedule
EXHIBIT C	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Sponsor Drug-Free Workplace
EXHIBIT E	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT F	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT G	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
EXHIBIT H	Insurance Requirements

EXHIBIT A

CONTRACTOR PROPOSAL

SIGNATURE TENNIS COURTS

PHONE: 404-642-5002
FAX: 770-516-0916
MIKE@SIGNATURETENNIS.COM

Mike Imbornone (Owner)

February 5, 2024
TO: CITY OF DORAVILLE / BROOK PARK
3193 RAYMOND DRIVE DORAVILLE, GA 30340
ATTN: CRYSTAL DAWSON EMAIL: CRYSTAL.DAWSON@DORAVILLEGA.US
PHONE: 470-521-4640

BUILD 2 NEW TENNIS COURTS END TO END
LIKE EXISTING

1. FINE GRADE ONE AREA WITH LASER GRADER
   NOTE: ROUGH GRADE MUST BE WITHIN PLUS OR MINUS ONE TENTH OF ONE FOOT AND PROPERLY COMPACTED
2. HAUL AND PLACE 4" OF CRUSHER RUN WITH LASER GRADER
3. ROLL CRUSHER RUN WHEN MOIST UNTIL COMPACTED
   NOTE: COMPACTION TEST TO VERIFY PROPER COMPACTION WILL BE PERFORMED
4. APPLY 2" OF FINE TOPPING ASPHALT
5. INSTALL 10' HIGH BLACK VINYL COATED 9 GAUGE WIRE, POWDER COATED 3" TERMINAL POSTS, 2 ½" LINE POSTS, GATES AND HARDWARE AS NECESSARY
   NOTE: TERMINAL POSTS WILL BE SET IN A MINIMUM OF 200 LBS OF CONCRETE PER FOOTING AND LINE POSTS WILL BE SET IN A MINIMUM OF 120 LBS OF CONCRETE PER FOOTING
6. INSTALL NET POST FOUNDATIONS TO INCLUDE A MINIMUM OF 1600 LBS OF CONCRETE PER FOOTING AND INSTALL CENTER ANCHORS IN CONCRETE FOOTINGS
7. PATCH COURTS TO U.S. COURT SPECIFICATIONS
8. APPLY 2 COATS OF BLACK & 2 COATS OF ACRYTECH COLORED FULL ACRYLIC PLAYING SURFACE
   NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
   (COLORS TO BE COMPETITION BLUE AND COMPETITION GREEN UNLESS SPECIFIED OTHERWISE)
9. STRIPE 2 REGULATION TENNIS COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT AND STRIPE 4 SETS OF PICKLE BALL LINES
10. INSTALL NET POSTS, NETS AND CENTER STRAPS AND CLEAN WORKSITE THOROUGHLY

TOTAL: $88,000

CONTINUED ON NEXT PAGE

SIGNATURE TENNIS COURTS

PHONE: 404-642-5002
FAX: 770-516-0916
MIKE@SIGNATURETENNIS.COM

Mike Imbornone (Owner)

CITY OF DORAVILLE
BUILD 2 NEW TENNIS COURTS LIKE EXISTING

OPTION:
INSTALL COURT ACE SERIES HIGH LUMEN LARGE LED TENNIS COURT LIGHTS
INSTALL 12 / 23' MOUNTING HEIGHT TECHLIGHT BLACK POWDER COATED LIGHT POLES IN CEMENT FOOTINGS (6 PER COURT)
NOTE: LIGHT POLES WILL BE SET IN A MINIMUM OF 1200 LBS OF CONCRETE PER POLE
INSTALL 12 COURT ACE SERIES LED LIGHT FIXTURES (6 PER COURT)
SYSTEM INCLUDES ONE ON/OFF SWITCH, ONE OUTLET AND ONE OVERRIDING TIME CLOCK
ALL WIRING TO BE DONE BY A CERTIFIED ELECTRICIAN
TRENCH LINES WILL BE COVERED AND SMOOTHED BUT AREAS WILL NOT BE RE-LANDSCAPED

ADD: $51,300

80,000 DELIVERED LUMENS

THESE ARE VERY HIGH OUTPUT LED FIXTURES

NOTE: A 5 YEAR WARRANTY ON PARTS AND LABOR IS INCLUDED

NOTE: PRICE ASSUMES THERE IS SUFFICIENT POWER AND BREAKER SPACE AT EXISTING ELECTRICAL SERVICE WITHIN 50' OF COURTS

OPTION:
REMOVE EXISTING WOODEN LIGHT POLES, FIXTURES AND BULLHORNS AND CUT POLES TO GROUND LEVEL AND HAUL OFF SITE
ADD: $18,000
NOTE: SIGNATURE TENNIS WOULD PREFER OTHER CONTRACTOR DOES THIS PART OF PROJECT

CONTINUED ON NEXT PAGE

SIGNATURE TENNIS COURTS

PHONE: 404-642-5002
FAX: 770-516-0916
MIKE@SIGNATURETENNIS.COM

Mike Imbornone (Owner)

PAGE THREE
CITY OF DORAVILLE
BUILD 2 NEW TENNIS COURTS LIKE EXISTING

NOTE: PRICING DOES NOT INCLUDE THE FOLLOWING:
PERMITS
ROUGH GRADING
ENGINEERING STUDIES OR REPORTS
REMOVAL OF EXISTING TREES OR OTHER STRUCTURES ON SITE
LOCATION OF EXISTING UTILITIES

NOTE: PRICE FOR TENNIS COURTS ASSUMES OTHER CONTRACTOR DEMOS RETAINING WALL AND COURTS PRIOR TO REBUILD

NOTE: A 3 YEAR WARRANTY IS INCLUDED WITH THIS CONTRACT

NOTE: OWNER IS RESPONSIBLE FOR ALL RE-LANDSCAPING AND ACCESS TO JOB

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

_____ _____
ACCEPTANCE SIGNATURE DATE

EXHIBIT B

FEE SCHEDULE

Payment in full amount of $139,300 after completion of work.

Contractor to provide City of Doraville with updated W-9 IRS form

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of_____

_____, ("Contractor"), whose address is_____

_____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at *http://www.dol.state.ga.us*, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at *https://www.vis-dhs.com/EmployerRegistration*, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at *http://www.dol.state.ga.us*.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

Signature: _____

Name Printed: _____

Dated: _____

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____

_____, ("Contractor"), whose address is _____

_____ and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

Signature: _____

Name Printed: _____

Dated: _____

Exhibit E

Affidavit Verifying Status
for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Doraville license/permit for:

1) _____ I am a United States citizen **(Must include copy of either Georgia Driver's License, Passport, or Military ID)**

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.* **(Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)**

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ **Date:** _____

Printed Name: _____

***Alien Registration number for non-citizens:** _____

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20___

Notary Public: _____ My Commission Expires:_____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Doraville has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF_____, 20__

_____
NOTARY PUBLIC (seal)

EXHIBIT G

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    (a) Withholding of payments to the Contractors under the Contract until the

Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT H

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence/ $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet

professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than $50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

Certificate Holder should read: **The City of Doraville**
3725 Park Avenue
Doraville, Georgia 30340

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

Discussion Item

PRESENTER: City of Doraville

REQUEST: **Discussion on limitations to the granting of variances in Sec. 23-1402A.**

CITY MANAGER
CHRIS ELDRIDGE

COMMUNITY DEVELOPMENT DIRECTOR
AUSTIN SHELTON

CONTACT US

PHONE: (770) 451-8745
WEBSITE: www.doravillega.us

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

MAYOR AND COUNCIL
MARCH 13, 2024

MEMORANDUM

TO: Mayor and City Council

FROM: Austin Shelton, Director of Planning + Community Development

SUBJECT: **Discussion of Sec. 23-1402A regarding limitations to granting of variances.**

DATE: March 13, 2024

PURPOSE

Discussion of Sec. 23-1402A regarding limitations to variances that City Council can grant.

BACKGROUND

Variances from the Code of Ordinances are the purview of Mayor and City Council. However, Sec. 23-1402A sets limitations on variances that even Council can grant to applicants.

Per this section, Council cannot grant variances for the following:

- Additional residential unit density, except as permitted as part of a density bonus per Sec. 23-810.
- Variances from use requirements (far right column of the combined use table).
- More than 50% of the minimum setback requirement.
- Less than 10 feet of distance between buildings on the same lot.
- More than 50% of the minimum required parking spaces.
- In nonresidential zonings, more than 5 additional stories on properties less than 4 acres.

Staff and Council have received a request from a potential property owner regarding a property at the corner of McCall Drive and the I-85 access road. The potential applicant wishes to apply for a variance to expand the building towards McCall Drive, leaving approximately 6’ between the building line and the property line.

The M-1 zoning district requires at least a 50’ front building setback. As such, the maximum setback variance that could be granted is 25’ under the current ordinance.

BACKGROUND (cont.)

Though staff can also suggest and bring forward text amendments to the Code, modifying an ordinance for a single applicant or property is a policy decision that is more appropriate for Council to consider.

Doraville's light manufacturing zoning requires some of the more generous setbacks and lot sizes than many other zoning districts. However, there are a great number of properties in the city zoned as such. In the case of the request that initiated the conversation, there are likely many other properties that are zoned M-1 that are similarly nonconforming, but have not yet requested to redevelop or expand.

Removing limitations on variances may help these properties to be more usable for future tenants or owners, by providing owners, staff, and Council more flexibility.

RECOMMENDEDATIONS

Though this is a discussion item, staff recommend the following changes to Sec. 23-1402A:

1. Delete subsection (b) pertaining to the Mayor and Council's ability to add conditions to a zoning action. It is redundant, and covered elsewhere in the Zoning Ordinance.
2. Strike numbers (1) and (3) from subsection (c), which pertain to (1) building setbacks and (3) parking requirements.

Discussion

Limits to Variances

CITY COUNCIL

MARCH 13, 2024



LIMITATIONS IN THE CODE

- Per Sec. 23-1402A, Council cannot grant variances for the following:
  - Additional residential unit density, except as permitted as part of a density bonus per Sec. 23-810.
  - Variances from use requirements (far right column of the combined use table).
  - More than 50% of the minimum setback requirement.
  - Less than 10 feet of distance between buildings on the same lot.
  - More than 50% of the minimum required parking spaces.
  - In nonresidential zonings, more than 5 additional stories on properties less than 4 acres.

CONTEXT

BACKGROUND

- Staff and Council have received a request for a building expansion that would require a variance.
- However, the extent of the variance is such that it cannot be given per the existing code.

STAFF RECOMMENDATION

- Limits to setbacks and parking should be removed and considered by Council on a case-by-case basis.
- Limits on density and use requirements should remain as-is, with the exception of density bonuses per Sec. 23-810.
  - Density has not historically been an issue for projects, and in such case staff would instead recommend upzoning or increasing the density in zoning districts.

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Permit Penalties

DATE OF MEETING: March 2024

BUDGET IMPACT: N/A

BUDGET IMPACT AMOUNT: N/A

FUNDING SOURCE:

☐ ANNUAL ☐ CAPITAL ☒ N/A

REGULAR MEETING ☒

WORK SESSION ☒

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Planning REQUESTOR: Henshaw

COMMENTS AND RECOMMENDATIONS:

We have a lot of un-permitted projects, both Commercial and Residential, in our city. I'd like to look at creating a layer of penalties for un-permitted work within our codes. we've take a lot of steps forward as a city to make our permitting process easier and more accessible so there are no longer any excuses for un-permitted work. This should help combat the slew of retroactive permits and variances that we've had to deal with recently.

REQUESTED ACTION TO BE TAKEN BY BOARD:

I'd like to have a separate system in place for commercial and residential.

commercial:
multiplier of 4x (or any number the council desires) for any missed permit fee(s). These fees will account for plan review and site visit costs that will have to be made up at an accelerated schedule.

residential:
payment of original fee(s) plus a flat charge of $500 (or any number the council desires).

notes:
I have two different penalty schemes as residential/clients often don't know any better (or their contractor tells them that they don't need a permit). Ultimately, the contractor should know better but I don't want to over-penalize a home-owner for listening to the 'professional' that they hired. Commercial clients should 100% know that they need to pull permits for work, hence the multiplier.

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Permit Drawings

DATE OF MEETING: March 2024

BUDGET IMPACT: N/A

BUDGET IMPACT AMOUNT: N/A

FUNDING SOURCE:

☐ ANNUAL ☐ CAPITAL ☒ N/A

REGULAR MEETING ☒

WORK SESSION ☒

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Planning

REQUESTOR: Henshaw

COMMENTS AND RECOMMENDATIONS:

Our required minimum site plan and permit plan standards are not allowing for a thorough review of safety, appropriateness, and adherence to our codes. Both our commercial and residential permit processes need some minor tweaking. See below.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Commercial Projects:

In ALL cases of CUPs and variances, we should, at a minimum, require a survey from a licensed surveying company. Survey to include boundaries, existing structures, setbacks, etc., as well as proposed use. Parking should be clearly shown. Require a plan of the proposed space(s) drawn to scale (computer or hand-drawn) but should clearly show each room with proposed use. (this will help with occupancy calculations and allow us to understand the intent of the CUP or variance).

Residential Projects:

In ALL cases where work is to be performed outside of the footprint of any existing structure, require a survey from a licensed surveying company. Survey to include boundaries, existing structures, setbacks, etc., as well as proposed changes. Where scope of work is contained entirely inside of a structure (interior renovation) or is a direct replacement of an existing item/structure (driveway replacement, fence replacement, etc.), no survey shall be required. All drawings to be to scale w/ notes required to demonstrate an adherence to our safety and appropriateness standards (hand drawn or computer is ok). If non-standard structural elements (LVLs, Glulams, etc) are to be used in construction, an engineers stamp should be required. Any plan that includes floor/roof/ceiling framing (including decks) should include a framing plan w/ joist sizes and spacing clearly shown.