THE CITY OF Doraville

Diversity, Vitality, Community

CITY COUNCIL REGULAR MEETING(Zoning)
City Hall Council Chambers
November 13, 2023
6:00 PM
AGENDA
https://us06web.zoom.us/j/88573510648

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

V. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation Recognizing National Animal Shelter and Rescue Appreciation Week
Presented to Jen Simmons

VI. PUBLIC COMMENT

VII. CONSENT AGENDA

A. Agreement for the Provision of City Solicitor Services
Presented by Rochelle Sanderson, Clerk of Court

B. Municipal Judges Contracts
Presented by Rochelle Sanderson, Clerk of Court

C. Spanish Interpreter Agreement with Maria Cortes
Presented by Rochelle Sanderson, Clerk of Court

D. Approval of Project Framework Agreements (PFAs) between Doraville and GDOT for Flowers Road and Shallowford Road streetscapes.
Presented by Community Development

E. Short Term Rental Fee and Regulations
Presented by China Agu, Finance Director

F. 2024 Council Meeting Dates
Presented by Director Austin Shelton and City Clerk Shanta J. Bingham

G. City Council Zoning Meeting Minutes October 16, 2023
Presented by Shanta J. Bingham, City Clerk

H. City Council Regular Meeting Minutes October 18, 2023
Presented by Shanta J. Bingham, City Clerk

VIII. UNFINISHED BUSINESS

A. Consideration of a Ordinance Amending Section 23-615 to Create Certain Requirements Short-Term Vacation Rentals in the City of Doraville. (Second Read)
Presented by City Attorney Cecil McLendon

B. Consideration to approve a text amendment to amend Sec. 5-7 (f) (1) regarding permit expiration. (Second Read)
Presented by Community Development Director Austin Shelton

IX. REPORTS AND PRESENTATIONS

A. Manager's Report
Presented by Chris Eldridge, City Manager

X. NEW BUSINESS

A. Flock Safety
Presented by Chief Atkinson(Police Department) and Crystal Dawson(Director of Parks and Recreation)

B. Lexipol Policy and Certification Solutions
Presented by Chief Atkinson

C. A Resolution of Necessity Prerequisite to the Exercise of Powers under the Urban Redevelopment Law
Presented by Chris Eldridge, City Manager

D. Resolution Requesting that Tax Commissioner Remove Certain Parcels from the Special Service District Created by Ordinance 2023-29, as amended.
Presented by Cecil McLendon, City Attorney

XI. OTHER BUSINESS

XII. COUNCIL COMMENTS

XIII. EXECUTIVE SESSION
If required for Land, Legal or Personnel Matters

XIV. ADJOURNMENT

Proclamation of the Honorable Mayor and City Council of the City of Doraville, Georgia Recognizing November 5 through 11, 2023 as "National Animal Shelter and Rescue Appreciation Week"

WHEREAS, since 1996, the Humane Society of the United States has been reaching out to animal lovers to reach out and support their local shelters and rescue groups by recognizing the first full week of November as "National Animal Shelter and Rescue Appreciation Week;" and

WHEREAS, approximately 3,500 animal shelters across the United States serve the estimated 6 – 8 million homeless animals who need refuge each year, and many more animals find themselves in need of the services provided by local rescue groups; and

WHEREAS, an important aspect of providing services to homeless animals are feline "Trap, Neuter and Return" programs that reduce suffering by preventing overpopulation among the community cat populations; and

WHEREAS, in 2023, the City of Doraville partnered with Lifeline Project to offer the largest ever animal vaccination event held in North DeKalb County, highlighting a huge need in this area for animal services and support; and

WHEREAS, Jen Simmons was one of the key behind-the-scenes organizers for this event, volunteering hours of her time for the benefit of animals in need. Without volunteers like Jen, this event and the benefits it conveyed would not have happened;

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, November 5 through 11 2023"National Animal Shelter Rescue and Appreciation Week" in Doraville.

In witness whereof, I have hereunto set my hand on this 13th Day of November, 2023 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

AGREEMENT FOR THE PROVISION OF CITY SOLICITOR SERVICES BETWEEN THE CITY OF DORAVILLE, GEORGIA AND ERIN O'MARA

THIS AGREEMENT is made and entered into effective the ___ day of _____, 2023, by and between the **City of Doraville, Georgia**, a municipal corporation of the State of Georgia (hereinafter referred to as the "City"), and **Erin O'Mara**, an attorney licensed to practice law in the State of Georgia.

WHEREAS, the City desires to appoint and contract with **Erin O'Mara** to serve as City Solicitor and provide and perform all services necessary or incidental thereto; and

WHEREAS, **Erin O'Mara** is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to serve in said capacity as an independent contractor, rather than as an employee of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the City and **Erin O'Mara** agree as follows:

1. DUTIES AND SERVICES OF CITY SOLICITOR

The City hereby appoints and retains Erin O'Mara to serve as City Solicitor and perform all functions and duties of the prosecuting attorney of the Municipal Court of Doraville (Erin O'Mara being hereinafter referred as the "City Solicitor"), and the City Solicitor shall perform all services as necessary or required to lawfully and properly carry out the duties and function of such office. Said duties and services shall include, but not be limited to, the following:

i. Attend all regular and specially set court dates of the Municipal Court as the prosecuting attorney of the City;
ii. Prosecute cases which the City Charter, Code of Ordinances of the City of Doraville, and Official Code of Georgia place within the original jurisdiction of the Municipal Court;
iii. Negotiate plea agreements on criminal citations as appropriate;
iv. Supervise the proper handling of discovery requests related to pending citations;
v. Perform other professional duties and services as required to prosecute defendants in misdemeanor criminal cases;
vi. Participate in administrative and research functions in civil areas as requested by the City Manager;
vii. Provide reports to the City Manager, as requested, regarding the functions of the Municipal Court and make recommendations as necessary to improve the financial and other operating conditions of the Municipal Court;
viii. Coordinate, in collaboration with the Municipal Court Chief Judge and Court Clerk, the efficient operation of the Municipal Court, including the reduction or elimination of any backlog in the number of pending cases on the docket;
ix. Communicate with the City Attorney on code enforcement cases and any criminal case, as appropriate, which the City Attorney requests to be kept informed of; and
x. Annually review data regarding the cases generated by the City Police Department and filed in the Municipal Court; and
xi. Annually review and recommend changes to the City Code which relate to Municipal Court

or the prosecution of criminal citations (hereinafter collectively referred to as "City Solicitor Services").

The City Solicitor shall designate and hire, at the City Solicitor's sole cost and expense, such other attorney(s) as the City Solicitor determines necessary to perform City Solicitor Services when the City Solicitor is unable to attend court or as otherwise needed to perform the duties and services required herein. The City Solicitor shall be responsible for scheduling, assigning and compensating assistant city solicitor(s) to cover court date(s) which the City Solicitor is unable to attend or otherwise absent from. All attorneys designated as assistant city solicitor(s) shall be members in good standing of the State Bar of Georgia and admitted to practice before the appellate courts of this state. Notwithstanding the foregoing, the City Solicitor shall annually attend at least eight-five percent (85%) of the court dates of the Municipal Court.

2. COMPENSATION

In consideration of the performance of City Solicitor Services, the City shall pay the City Solicitor the negotiated rate of Five Hundred Dollars ($500.00) per court date (i.e., day of court) of the Municipal Court.

The City shall reimburse the City Solicitor for all reasonable and customary expenses actually incurred in connection with said representation. The City Solicitor shall not bill local mileage, fax, typing, small reproduction matters (under 100 pages), simple computer legal research, phone calls or the costs of any administrative staff or assistant city solicitors hired by the City Solicitor.

3. TERM

In compliance with the requirements of O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on September 01, 2023, and terminating at midnight on August 31, 2024 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to three (3) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to the City Solicitor at least sixty (60) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City furnishes the City Solicitor written notice of its intent not to renew this Contract not less than sixty (60) days prior to the expiration of such renewal term. Notwithstanding the foregoing, either party may terminate this contract by giving the other party sixty (60) days' advance written notice of same.

4. INSURANCE

The City Solicitor shall maintain and furnish the City with Certificates of Insurance from licensed companies doing business in the State of Georgia in its current form. The City reserves the right to request the City Solicitor to acquire additionally insurance coverage reasonably available as mutually agreed. At a minimum, the City Solicitor shall maintain Statutory Worker's Compensation Insurance (if applicable), General Liability Insurance, and Professional (Errors and Omissions) Insurance coverage in its present form as disclosed to the City.

5. CONDUCT OF THE CITY SOLICITOR

The City acknowledges that the City Solicitor and any other attorney(s) hired by the City Solicitor are engaged in the private practice of law for compensation in addition to their legal work for the City. The City Solicitor and any other attorneys under the City Solicitor's supervision will comply with O.C.G.A. § 15-18-94 and the State Bar of Georgia standards governing the professional conduct of lawyers and will not represent a client in private practice if doing so would constitute a concurrent conflict of interest or would impair in any way the attorney's ability to represent the City.

6. RESOLUTION OF DISAGREEMENT AS TO TERMS

In the event there is a disagreement between the City Manager and the City Solicitor as to whether certain services are covered under this Agreement, the City Manager shall notify the City Solicitor immediately for discussion and resolution. If the matter is not resolved by the City Manager and the City Solicitor, the matter shall be forwarded to the City Council for a final determination.

7. INDEPENDENT CONTRACTOR

The City Solicitor shall be an independent contractor of the City. The City Solicitor does not have any right to participate in any City-provided employee benefit program.

8. NOTICE

All notices required hereunder shall be sent to:

If to City of Doraville:

Chris Eldridge
3725 Park Ave.
Doraville, GA 30340
chris.eldridge@doravillega.gov

If to the City Solicitor:

Erin O'Mara
_____
_____
_____

9. MISCELLANEOUS

This is the complete and integrated agreement between the parties hereto. Time shall be of the essence. This Agreement shall be construed under the laws of the state of Georgia. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

10. MISCELLANEOUS

This is the complete and integrated agreement between the parties hereto. Time shall be of the essence. This Agreement shall be construed under the laws of the state of Georgia. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

This Agreement supersedes all prior understandings between the parties. All modifications hereto shall be in writing and executed by the parties.

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties, and each to be deemed an original having the same legal effect.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF DORAVILLE, GEORGIA

By: _____

Joseph Geierman, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Cecil McLendon, City Attorney

Erin O'Mara

_____

Erin O'Mara, City Solicitor of Doraville

AGREEMENT FOR THE PROVISION OF CITY SOLICITOR SERVICES BETWEEN THE CITY OF DORAVILLE, GEORGIA AND JOSIE O. STEVENS

THIS AGREEMENT is made and entered into effective the _1st__ day of _September_____, 2023, by and between the **City of Doraville, Georgia**, a municipal corporation of the State of Georgia (hereinafter referred to as the "City"), and **Josie O. Stevens**, an attorney licensed to practice law in the State of Georgia.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the City and **Josie O. Stevens** agree as follows:

1. DUTIES AND SERVICES OF CITY SOLICITOR

The City hereby retains Josie O. Stevens to serve as "backup" City Solicitor and perform all functions and duties of the prosecuting attorney of the Municipal Court of Doraville (Josie O. Stevns being hereinafter referred as the "backup" City Solicitor), and the City Solicitor shall perform all services as necessary or required to lawfully and properly carry out the duties and function of such office. Said duties and services shall include, but not be limited to, the following:

i. Attend all requested set court dates of the Municipal Court as the "backup" prosecuting attorney of the City;
ii. Prosecute cases which the City Charter, Code of Ordinances of the City of Doraville, and Official Code of Georgia place within the original jurisdiction of the Municipal Court;
iii. Negotiate plea agreements on criminal citations as appropriate;
iv. Assist with the proper handling of discovery requests related to pending citations;
v. Perform other professional duties and services as required to prosecute defendants in misdemeanor criminal cases;
vi. Participate in administrative and research functions in areas of the court as requested by the Clerk of Court;
vii. Make recommendations regarding the functions of the Municipal Court and as necessary, to improve operating conditions of the Municipal Court;
viii. Coordinate, in collaboration with the Municipal Court Chief Judge and Court Clerk, the efficient operation of the Municipal Court, including the reduction or elimination of any backlog in the number of pending cases on the docket;
ix. Recommend changes to the City Code which relate to Municipal Court or the prosecution of criminal citations (hereinafter collectively referred to as "City Solicitor Services").

2. COMPENSATION

In consideration of the performance of City Solicitor Services, the City shall pay the City Solicitor the negotiated rate of Five Hundred Dollars ($500.00) per court date (i.e., day of court) of the Municipal Court.

The City shall reimburse the City Solicitor for all reasonable and customary expenses actually incurred in connection with said representation. The City Solicitor shall not bill local mileage, fax, typing, small

reproduction matters (under 100 pages), simple computer legal research or phone calls.

3. TERM

In compliance with the requirements of O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on September 01, 2023, and terminating at midnight on August 31, 2024 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to three (3) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to the City Solicitor at least sixty (60) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City furnishes the City Solicitor written notice of its intent not to renew this Contract not less than sixty (60) days prior to the expiration of such renewal term. Notwithstanding the foregoing, either party may terminate this contract by giving the other party sixty (60) days' advance written notice of same.

4. INSURANCE

The City Solicitor shall maintain and furnish the City with Certificates of Insurance from licensed companies doing business in the State of Georgia in its current form. The City reserves the right to request the City Solicitor to acquire additionally insurance coverage reasonably available as mutually agreed. At a minimum, the City Solicitor shall maintain Statutory Worker's Compensation Insurance (if applicable), General Liability Insurance, and Professional (Errors and Omissions) Insurance coverage in its present form as disclosed to the City.

5. RESOLUTION OF DISAGREEMENT AS TO TERMS

In the event there is a disagreement between the City Manager and the City Solicitor as to whether certain services are covered under this Agreement, the City Manager shall notify the City Solicitor immediately for discussion and resolution. If the matter is not resolved by the City Manager and the City Solicitor, the matter shall be forwarded to the City Council for a final determination.

6. INDEPENDENT CONTRACTOR

The City Solicitor shall be an independent contractor of the City. The City Solicitor does not have any right to participate in any City-provided employee benefit program.

7. NOTICE

All notices required hereunder shall be sent to:

If to City of Doraville:

Chris Eldridge
3725 Park Ave.
Doraville, GA 30340
chris.eldridge@doravillega.us

If to the City Solicitor:

Josie O. Stevens

_____

_____

_____

8. MISCELLANEOUS

This is the complete and integrated agreement between the parties hereto. Time shall be of the essence. This Agreement shall be construed under the laws of the state of Georgia. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

This Agreement supersedes all prior understandings between the parties. All modifications hereto shall be in writing and executed by the parties.

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties, and each to be deemed an original having the same legal effect.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF DORAVILLE, GEORGIA

By: _____
Joseph Geierman, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Cecil McLendon, City Attorney

_____
Josie O. Stevens, "backup" Solicitor

MUNICIPAL COURT JUDGE SERVICE AGREEMENT

This Agreement by and between the City of Doraville, a municipal corporation, hereinafter referred to as the "City," and **Chong Kim**, hereinafter referred to as the "Municipal Court Chief Judge" or "Judge", is as follows:

WHEREAS, the **City** has appointed **Chong Kim,** to serve as Chief Judge of the City's Municipal Court; and

WHEREAS, **Chong Kim** has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Chief Judge; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and **Chong Kim** agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS:**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge's agents and subcontractors shall not be entitled to, and shall not receive from City in connection with Services any workers' compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying her own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other customer.

At all times during the term of this Agreement, neither party will function as or represent

itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. TERM OF APPOINTMENT:

Chong Kim accepts the appointment of Chief Judge of the Municipal Court of the City for a one (1) year term commencing on October 01, 2023 and terminating on October 31, 2024, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the Mayor and City Council any change affecting her membership in good standing in the Georgia Bar Association and any training deficiencies.

3. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia, the City of Doraville Charter and the ordinances of the City of Doraville. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order.

4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge is solely responsible for judicial decisions when she is presiding as provided by the City Charter, City Code, and State Law.

5. COMPENSATION:

The Judge's compensation for Services is set forth below:

$500 per court session.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable law. The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

6. BENEFITS:

Judge shall be eligible for City Benefits in accordance with City policies for part-time employees and/or independent contractors and in accordance with the City's established policies and Benefit Plan.

7. NOTICES:

Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

IF TO THE CITY:	**IF TO THE JUDGE:**
City of Doraville	_____
Attn: City Manager	_____
3725 Park Avenue	_____
Doraville, Georgia 30340	_____

8. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

- By the Judge if she provides a minimum of 15 (fifteen) days written notice prior to the City Manager of her effective date of termination, unless otherwise mutually agreed by the parties.
- By the City only as provided in O.C.G.A. Section 36-32-2.2.

9. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the State Courts of DeKalb County, Georgia.

10. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

_____

Joseph Gesierman, Mayor Date

_____

Chris, Eldridge, City Manager Date

_____

Chong Kim, Municipal Court Judge Date

Approved as to Form:

_____

Cecil McClendon, City Attorney Date

MUNICIPAL COURT JUDGE SERVICE AGREEMENT

This Agreement by and between the City of Doraville, a municipal corporation, hereinafter referred to as the "City," and **Kenneth Wickham**, hereinafter referred to as the "Municipal Court Judge" or "Judge", is as follows:

WHEREAS, the **City** has retained, **Kenneth Wickham** to serve as Associate Judge of the City's Municipal Court; and

WHEREAS, **Kenneth Wickham** has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Associate Judge; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and **Kenneth Wickham** agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS:**

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge's agents and subcontractors shall not be entitled to, and shall not receive from City in connection with Services any workers' compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other customer.

At all times during the term of this Agreement, neither party will function as or represent

itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. TERM OF APPOINTMENT:

Kenneth Wickham accepts the appointment of Associate Judge of the Municipal Court of the City for a one (1) year term commencing on September 1, 2023 and terminating on October 31, 2024, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the Mayor and City Council any change affecting her membership in good standing in the Georgia Bar Association and any training deficiencies.

3. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia, the City of Doraville Charter and the ordinances of the City of Doraville. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order.

4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge is solely responsible for judicial decisions when he is presiding as provided by the City Charter, City Code, and State Law.

5. COMPENSATION:

The Judge's compensation for Services is set forth below:

$400 per court session as required, per court docket.

The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

6. BENEFITS:

Judge shall be eligible for City Benefits in accordance with City policies for part-time employees and/or independent contractors and in accordance with the City's established policies and Benefit Plan.

7. NOTICES:

Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

IF TO THE CITY:	**IF TO THE JUDGE:**
City of Doraville	_____
Attn: City Manager	_____
3725 Park Avenue	_____
Doraville, Georgia 30340	_____

8. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

By the Judge if she provides a minimum of 15 (fifteen) days written notice prior to the City Manager of his effective date of termination, unless otherwise mutually agreed by the parties.

By the City only as provided in O.C.G.A. Section 36-32-2.2.

9. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the State Courts of DeKalb County, Georgia.

10. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

_____

Joseph Geierman, Mayor Date

_____

Chris, Eldridge, City Manager Date

_____

Kenneth Wickham, Municipal Court Judge Date

Approved as to Form:

_____

Cecil McClendon, City Attorney Date

THE CITY OF Doraville

Diversity, Vitality, Community

Spanish Interpreter Agreement

The following is an outline of services for the Spanish Interpreter for the Doraville Municipal Court. These services are agreed upon between the City of Doraville and Maria Cortes.

The proper role of the interpreter is to translate the english language to spanish and the spanish language to english. The interpreter should place the non-English speaker, as closely as linguistically possible, in the same situation as an English speaker in a legal setting. In doing so the interpreter does not give any advantage or disadvantage to the non-English -speaking witness or defendant.

Interpreter must report to the Doraville Municipal Court, 3765 Park Avenue, 30 minutes before the court session starts and remain until court is adjourned. Work hours will be, for court sessions on Mondays and Tuesdays, 9:30 a.m and 11:30 a.m. A schedule of court holidays will be provided. There may arise an occasion(s), when Court is cancelled, that is not shown on the court calendar. If this was to happen, The Clerk of Court will give notice as soon as possible.

- At no time should interpreter act as defendant's attorney or give legal advice.
- Interperter may not recommend attorneys or give attorney's information to defendants.
- Interpreter shall not have access to defendant's histories or case files
- Interpreter shall not discuss defendant's case(s), with defendant, before going before the judge or solicitor.
- Interpreter shall not discuss defendant's case with solicitor without defendant being present.
- Each non-English speaking defendant, should appear before the solicitor or judge, before leaving the courthouse.
- Interpreter can not reset cases. Recommendation to reset a case must be in the comments section, of the defendant's case, from the judge, solicitor or clerks.

Compensation for all court sessions will be 150.00 per session. Doraville will not pay for mileage or any other expenses. A detailed invoice should be submitted to the Clerk of Court, by Ms. Cortes, at the end of each month.

On court dates, cancelled by the court for various reasons, Ms. Cortes, will be allowed to come in to the court and assist with Administrative duties of the court. This will include scanning, filing, organizing files and assisting with record destruction. Compensation will be $22.00 an hour, for a maximum of 6 hours per day.

In the event that Ms. Cortes is not available to attend a scheduled court session, as much notice, as possible, will need to be provided, to allow for adequate replacement, at which time Translation Station will be scheduled to attend the court session. Ms. Cortes is on a per session contract, and will not be paid for any missed sessions.

The starting date for interpreter services is September 11, 2023 and will be reevaluated annually. The City of Doraville and Maria Cortes agree that either party may choose to terminate services with a 30 day notice.

_____

Maria Cortes, Court Interpreter **DATE**
Doraville Municipal Court

_____

Chris Eldridge, City Manager **DATE**

_____

Rochelle W. Sanderson, Clerk of Court **DATE**

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

Discussion Only

PRESENTER: City of Doraville

REQUEST: **Draft PFAs for Flowers Road and New Peachtree Road**

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
NOVEMBER 13, 2023

MEMORANDUM

TO: Mayor and City Council

FROM: Austin Shelton, Director of Planning + Community Development

SUBJECT: **Draft PFAs with GDOT for Flowers Road and New Peachtree Road projects.**

DATE: November 13, 2023

PURPOSE

This item is to present two Project Framework Agreements (PFAs) to the City Council for approval. These PFAs are for two streetscape and multiuse path projects that the City was awarded federal funds for, which are being managed through the Georgia Department of Transportation (GDOT).

BACKGROUND

The City recently received funding for two transportation projects on Shallowford Road and Flowers Road.

These PFAs include the conditions required for the City of Doraville to work with GDOT on preliminary engineering (PE) and right-of-way (ROW) acquisition. These agreements ensure Doraville meets the insurance, record keeping, and Title VI requirements and that both parties are aware of their roles.

The Shallowford Road project (PI#: 0019790) is a streetscape project running from the end of the current streetscape on New Peachtree Road, to the intersection of Shallowford Road and Peachtree Dunwoody. This PFA will cover PE and ROW.

The Flowers Road project (0019855) will work towards installation of a multiuse path from the freight rail tracks to the intersection of Van Fleet Circle near Lumen Doraville.

Once approved, staff can move forward with advertising both projects to secure consultants.

RECOMMENDED ACTION

Staff recommends Council approve the PFAs for Flowers Road (0019855) and Shallowford Road (0019790) streetscape projects.

PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DORAVILLE
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this_____(the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF DORAVILLE**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the "Agreement").

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as PI # 0019855 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The DEPARTMENT's Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 6/30/2025) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data

Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. Reserved

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT

of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):
☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐is self-insured.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 (Insurance) of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
a) For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;

b) For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;

c) For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.

d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:
   i. Name, address, signature and telephone number of authorized agents.
   ii. Name and address of insured.
   iii. Name of Insurance Company.
   iv. Description of coverage in standard terminology.
   v. Policy number, policy period and limits of liability.
   vi. Name and address of DEPARTMENT as certificate holder.
   vii. Thirty (30) day notice of cancellation.
   viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

12. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A –STIP/TIP sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Federal Award Identification Worksheet
APPENDIX C – Certification of Local Government Drug Free Workplace
APPENDIX D – Certification of Compliance with State Audit Requirement
APPENDIX E – Title VI Certification and Acknowledgement Form

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.")

relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Kim Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor

LOCAL GOVERNMENT
Name: Austin Shelton
Title: Director of Planning & Community Development
3725 Park Avenue
Doraville, GA 30340

Atlanta, Georgia 30308
Telephone#: (404) 631-1575
E-mail: knesbitt@dot.ga.gov

Telephone#: (470) 622-9357
Email: austin.shelton@doravillega.us

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. COST ESTIMATE. LOCAL GOVERNMENT shall provide to the DEPARTMENT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on the DEPARTMENT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in http://www.dot.ga.gov/PS/ROW. LOCAL GOVERNMENTs are advised that all prequalifications must be current during the term of the Agreement.

16. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

17. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

19. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

20. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

By: _____
Commissioner

Attest:

_____
Treasurer

CITY OF DORAVILLE, Georgia

By: _____ (Seal)
Joseph Geierman, Mayor

Signed, sealed and delivered
This _____, in the presence of:

_____
Witness – Shanta Bingham, City Clerk

_____
Notary Public – China Agu, Director of Finance

This Agreement, approved by City of Doraville, the _____(date)

Attest:

_____
Chris Eldridge, City Manager

586009375
Federal Employer Identification Number

EXHIBIT A

Atlanta Region's Plan MTP (2020)
FY 2020-2025 Transportation Improvement Program - Sorted by ARC Project Number

DK-468	**SHALLOWFORD ROAD BICYCLE AND PEDESTRIAN IMPROVEMENTS**	**Jurisdiction** DeKalb County	**Existing**	**Planned**	**Length (mi.)**	**Network Year**
0019790	FROM NEW PEACHTREE ROAD TO CHAMBLEE DUNWOODY ROAD	**Sponsor** City of Doraville	**4**	**4**	**0.7**	**TBD**
Programmed		**Service Type** **Last Mile Connectivity / Bicycle Facility**	**Analysis** Exempt from Air Quality Analysis (40 CFR 93)			**LCI** X **Flex**

	Status	Year	Fund Type	Federal	State	Local	Bonds	Total
PE		2024	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC) - LCI Setaside for Implementation	$482,521	$0,000	$120,630	$0,000	**$603,151**
ROW		2026	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$1,220,000	$0,000	**$1,220,000**
UTL		LR 2029-2030	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$201,050	$0,000	**$201,050**
CST		LR 2029-2030	Local Jurisdiction/Municipality Funds	$0,000	$0,000	$3,015,756	$0,000	**$3,015,756**
				$482,521	**$0,000**	**$4,557,436**	**$0,000**	**$5,039,957**

APPENDIX A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019790; Shallowford Rd fm New Peachtree to Chamblee Dunwoody - LCI
Sponsor/Local Government's Name:	City of Doraville
Sponsor/Local Government's Address:	3725 Park Avenue Doraville, GA 30340

LOCAL GOVERNMENT AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity 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). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

240545
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

8/24/2009
Date of Authorization

City of Doraville
Name of Sponsor/Local Government

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

Austin Shelton
Printed Name (of Authorized Officer or Agent)

Director of Planning & Community Development
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Notary Public – China Agu, Director of Finance

My Commission Expires:

APPENDIX B

Federal Award Identification Worksheet

Subrecipient's name	City of Doraville
UEI (SAM)	CN4JM64A5LP4
Federal Award Identification Number (FAIN)	693JJ22430000Y230GA0019790
Federal award date (see § 200.39 Federal Award Date	10/31/2023
Amount of Federal Funds Obligated by this action	$482,521.00
Total Amount of Federal Funds Obligated to the subrecipient	$482,521.00
Total Amount of the Federal Award	$482,521.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Shallowford Rd fm New Peachtree to Chamblee Dunwoody - LCI
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of City of Doraville whose address is 3725 Park Avenue, Doraville, GA 30340 and it is also certified 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 the LOCAL GOVERNMENT's employees during the performance of the contract; and

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

4. It is certified that 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 contract.

_____ _____

Date

Name: Chris Lafleur

Title: Director of Public Works

APPENDIX D
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Doraville whose address is 3725 Park Avenue, Doraville, GA 30340, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

_____ _____

Date

Name: Albert Trevino

Title: City Planner

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Doraville assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Doraville assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

_____ _____

Gary Marshall, Assistant Finance Director Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations
   The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State 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 sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State 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 SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State 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 SPONSOR under the contract until the SPONSOR complies;
   and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions
   The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State 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 Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DORAVILLE
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this_____(the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF DORAVILLE**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the "Agreement").

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as PI # 0019855 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The DEPARTMENT's Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 6/30/2025) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data

Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. Reserved

5. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT

of its responsibilities under the terms of this Agreement.

9. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. INSURANCE. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):
☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause LOCAL GOVERNMENT's consultant/contractor to obtain coverage

OR

☐is self-insured.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 (Insurance) of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
a) For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;

b) For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;

c) For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.

d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:
   i. Name, address, signature and telephone number of authorized agents.
   ii. Name and address of insured.
   iii. Name of Insurance Company.
   iv. Description of coverage in standard terminology.
   v. Policy number, policy period and limits of liability.
   vi. Name and address of DEPARTMENT as certificate holder.
   vii. Thirty (30) day notice of cancellation.
   viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

12. EXHIBITS & ATTACHMENTS. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A –STIP/TIP sheet

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Federal Award Identification Worksheet
APPENDIX C – Certification of Local Government Drug Free Workplace
APPENDIX D – Certification of Compliance with State Audit Requirement
APPENDIX E – Title VI Certification and Acknowledgement Form

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.")

relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Kim Nesbitt
Title: State Program Delivery Administrator
600 West Peachtree Street, NW,
25th Floor

LOCAL GOVERNMENT
Name: Austin Shelton
Title: Director of Planning & Community Development
3725 Park Avenue
Doraville, GA 30340

Atlanta, Georgia 30308
Telephone#: (404) 631-1575
E-mail: knesbitt@dot.ga.gov

Telephone#: (470) 622-9357
Email: austin.shelton@doravillega.us

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

15. COST ESTIMATE. LOCAL GOVERNMENT shall provide to the DEPARTMENT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on the DEPARTMENT's vendor list as being prequalified for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must provide documentation verifying at a minimum five (5) years' experience performing ROW Cost Estimates on transportation projects as set forth more fully in http://www.dot.ga.gov/PS/ROW. LOCAL GOVERNMENTs are advised that all prequalifications must be current during the term of the Agreement.

16. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

17. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

18. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

19. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

20. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation

By: _____
Commissioner

Attest:

_____
Treasurer

CITY OF DORAVILLE, Georgia

By: _____ (Seal)
Joseph Geierman, Mayor

Signed, sealed and delivered
This _____, in the presence of:

_____
Witness – Shanta Bingham, City Clerk

_____
Notary Public – China Agu, Director of Finance

This Agreement, approved by City of Doraville, the _____(date)

Attest:

_____
Chris Eldridge, City Manager

586009375
Federal Employer Identification Number

EXHIBIT A

Georgia Department of Transportation
Project Financial Report (PFR)

Processed Date: Oct-13-2023 12:35:43 PM

Project: 0019855

Description:	FLOWERS ROAD FROM S OF SCHOOL DRIVE TO VAN FLEET CIRCLE
Project Manager Name:	Mckown, April
Office:	Program Delivery
Counties:	DeKalb
Congressional Districts:	004

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
PE	Y300	AUTHORIZED	($171,600.00)	$.00	$.00	($42,900.00)	($214,500.00)
		PE Subtotal:	**($171,600.00)**	**$.00**	**$.00**	**($42,900.00)**	**($214,500.00)**
		TOTALS:	**($171,600.00)**	**$.00**	**$.00**	**($42,900.00)**	**($214,500.00)**

Project Accounting

	CONTIGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
PE	$.00	$171,600.00	$.00	$.00	$171,600.00	$.00	$.00	$.00	$.00
TOTALS:	**$.00**	**$171,600.00**	**$.00**	**$.00**	**$171,600.00**	**$.00**	**$.00**	**$.00**	**$.00**

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
PE	$171,600.00	$.00	$.00	$171,600.00	0.00%	Jul-01-2022
TOTALS:	**$171,600.00**	**$.00**	**$.00**	**$171,600.00**	**0.00%**	

APPENDIX A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0019855; Flowers Road fm S of School Drive to Van Fleet Circle
Sponsor/Local Government's Name:	City of Doraville
Sponsor/Local Government's Address:	3725 Park Avenue Doraville, GA 30340

LOCAL GOVERNMENT AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity 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). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

240545
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

8/24/2009
Date of Authorization

City of Doraville
Name of Sponsor/Local Government

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

Austin Shelton
Printed Name (of Authorized Officer or Agent)

Director of Planning & Community Development
Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

[NOTARY SEAL]

Notary Public – China Agu, Director of Finance

My Commission Expires:

APPENDIX B

Federal Award Identification Worksheet

Subrecipient's name	City of Doraville
UEI (SAM)	CN4JM64A5LP4
Federal Award Identification Number (FAIN)	693JJ22330000Y300GA0019855
Federal award date (see § 200.39 Federal Award Date	6/5/2023
Amount of Federal Funds Obligated by this action	$214,500.00
Total Amount of Federal Funds Obligated to the subrecipient	$214,500.00
Total Amount of the Federal Award	$214,500.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Flowers Road fm S of School Drive to Van Fleet Circle
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of City of Doraville whose address is 3725 Park Avenue, Doraville, GA 30340 and it is also certified 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 the LOCAL GOVERNMENT's employees during the performance of the contract; and

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

4. It is certified that 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 contract.

_____ _____

Date

Name: Chris Lafleur

Title: Director of Public Works

APPENDIX D
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Doraville whose address is 3725 Park Avenue, Doraville, GA 30340, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

_____ _____

Date

Name: Albert Trevino

Title: City Planner

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The City of Doraville assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Doraville assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

_____ _____

Gary Marshall, Assistant Finance Director Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations
   The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State 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 sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State 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 SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State 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 SPONSOR under the contract until the SPONSOR complies;
   and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions
   The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State 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 Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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: November 8, 2023

Subject: Short Term Rental Fee and Regulations

With the passage of the Short-Term Rental Ordinance, it is staff recommendation to assess the annual fee at $100 annual along with the required 8% excise tax monthly. I have compared fees with surrounding Cities such as City of Chamblee charges $250 annually, City of Atlanta charges $150 annually, Brookhaven charges $25 first year and $50 after the third year and Duluth $200.00.

Also, attached is a sample of the required guidelines and certification that should be displayed at each location.

China Agu
Finance Director

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF DORAVILLE

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAVILLE, GEORGIA, AMENDING THE FEE SCHEDULE TO ADD SHORT TERM RENTAL FEE TO BE CHARGED EFFECTIVE UPON PASSAGE OF SHORT TERM RENTALS ORDIANANCE AND EACH SUCCEEDING YEAR UNTIL CHANGED BY SUBSEQUENT RESOLUTION.

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 recent adoption of a Short Term Rental ordinance necessitates the addition of another Regulated Business Fee; and

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

WHEREAS, the City Council finds it to be in the best interests of the City and its citizens to adopt an updated comprehensive fee schedule.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the Fee Schedule for the City of Doraville, Georgia, is hereby amended to be updated as follows:

Fee Type	Description	Fee (annually)
Regulated Business License	Short Term Rentals	$100

SO RESOLVED, ADOPTED AND EFFECTIVE this _____day of _____, 2023

CITY OF DORAVILLE, GEORGIA

_____
HONORABLE JOSEPH GEIERMAN,
Mayor, City of Doraville

Approved as to form:

_____
Cecil McLendon, City Attorney

Attest:

_____
Shanta Bingham, City Clerk

THE CITY OF Doraville

Diversity, Vitality, Community

Short-Term Vacation Rental Certificate

THIS CERTIFICATE SHALL BE POSTED IN A CONSPICUOUS LOCATION INSIDE THE SHORT-TERM VACATION RENTAL UNIT.

3725 Park Avenue

RENTAL PROPERTY ADDRESS

REGISTERED RENTAL AGENT:

John & Jane Doe

3725 Park Avenue, Doraville, GA 30340	OCC2023-SAMPLE-ONLY
AGENT'S MAILING ADDRESS	**BUSINESS TAX CERTIFICATE NUMBER**
john.and.jane.doe@sample-only.com	4 / 1
AGENT'S E-MAIL ADDRESS	**MAXIMUM OCCUPANCY / NUMBER OF BEDROOMS**
(770) 451-8745	2
AGENT'S PHONE NUMBER	**MAXIMUM NUMBER OF VEHICLES ALLOWED AT UNIT**

THE ABOVE REGISTERED AGENT SHALL ACT AS THE RESPONSIBLE PARTY PER LOCAL ORDINANCE SEC. 23-615 (D).

SAMPLE

THE CITY OF Doraville

Diversity, Vitality, Community

Short-Term Vacation Rental Certificate

THIS CERTIFICATE SHALL BE POSTED IN A CONSPICUOUS LOCATION INSIDE THE SHORT-TERM VACATION RENTAL UNIT.

RENTAL PROPERTY ADDRESS

REGISTERED RENTAL AGENT:

AGENT'S MAILING ADDRESS

BUSINESS TAX CERTIFICATE NUMBER

AGENT'S E-MAIL ADDRESS

MAXIMUM OCCUPANCY

NUMBER OF BEDROOMS

AGENT'S PHONE NUMBER

MAXIMUM NUMBER OF VEHICLES ALLOWED AT UNIT

THE ABOVE REGISTERED AGENT SHALL ACT AS THE RESPONSIBLE PARTY PER LOCAL ORDINANCE SEC. 23-615 (D).

EXAMPLE

THE CITY OF Doraville

Diversity, Vitality, Community

Rules and Regulations for Occupants

THIS NOTICE SHALL BE POSTED IN A CONSPICUOUS LOCATION INSIDE THE SHORT-TERM VACATION RENTAL UNIT.

PER LOCAL ORDINANCE, SECTION 23-615 (F)(2), THE FOLLOWING RULES SHALL APPLY FOR ANY SHORT-TERM VACATION RENTAL OCCUPANT, AS DEFINED IN SECTION 23-615 (A):

1. The occupant(s)' agree to abide by all of the requirements of Section 23-615, any other City of Doraville ordinances, state and federal law and acknowledge that his, her or their rights under the agreement may not be transferred or assigned to anyone else;
2. The occupant(s)' acknowledge that it shall be unlawful to allow or make any noise or sound that exceeds the limits (any constant sound over 70 decibels or dBA) set forth in the city's noise ordinance under Section 10-3;
3. The occupant(s)' acknowledge and agree to that violation of the agreement or this chapter may result in immediate termination of the agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and
4. The occupant(s)' acknowledge the maximum occupancy of the short-term vacation rental unit and that any on-site parking of a vehicle or trailer must occur on an impervious surface.

VIEW THE CITY OF DORAVILLE'S ORDINANCES:

https://library.municode.com/ga/doraville/codes/code_of_ordinances

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

Discussion Only

PRESENTER: City of Doraville

REQUEST: **Proposed Public Meeting Calendar for 2024.**

CITY MANAGER
CHRIS ELDRIDGE

CITY CLERK
SHANTA BINGHAM

PLANNING 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
NOVEMBER 8, 2023
(WORK SESSION)

MEMORANDUM

DISCUSSION ITEM ONLY

TO: Mayor and City Council

FROM: Shanta Bingham, City Clerk
Austin Shelton, Director of Planning + Community Development

SUBJECT: **Proposed Public Meeting Calendar for 2024**

DATE: November 8, 2023

PURPOSE

The purpose of this agenda item is to propose a Public Meeting Calendar for 2024 for all City boards and commissions. This includes the City Council, Planning Commission, Art Commission, and Development Authority, all of which are required to have regularly scheduled meetings.

CALENDAR BASICS

Council Meetings

- The number of Council meetings would be reduced from 3 to 2.
- Council meetings would be held on the second and third Wednesday of each month.
- Rather than a separate meeting on a separate day, work session will be included as part of at least the first scheduled Council meeting.

Development Authority

- According to the DDA bylaws, a meeting shall be held “once each quarter at a regular meeting place of the Authority. One such quarterly meeting, so designated each year by the Authority, shall be considered its annual meeting.”
- These meetings have not been regularly held or advertised for at least the last several years.
- This calendar recommends a quarterly meeting to be held the second Monday of every third month.

Other Public Meetings

- This calendar also includes the regularly scheduled meetings for the Planning and Art Commissions.

REASONS FOR CHANGES

These comments are primarily focused on the changes to the City Council meeting schedule. However, the addition of the Development Authority meetings are also noted.

Consistency

- The proposed schedule would allow for a schedule that is more consistent and easily conveyed to residents and applicants who wish to attend the meetings. Council meetings all happen on Wednesdays, at the same time, in the same room.
- In addition, for zoning items that have to go through the Planning Commission, this schedule makes it easy to remember for applicants going through the Zoning Procedures process.
    - Planning Commission is on the first Wednesday, you come back in two weeks for Council.

Holiday Conflicts

- Most of the holidays celebrated by the City fall either on Mondays or towards the end of the month.
    - The proposed calendar only has one conflict with an observed holiday—Juneteenth—which this year happens to fall on the third Wednesday of June. That meeting is proposed to be on the following Wednesday.

Vacations

- It has been noted in the past that the meeting schedule should allow time for vacations. The proposed schedule provides at least 2 weeks on either end of the meeting cycle.

Time Sensitive Items

- In the current schedule, if there is a time-sensitive item that cannot be put on an agenda in a week with two meetings, then it likely needs to wait an entire month.
- In the proposed schedule, the longest wait time for an item to get on an agenda is a little over 2 weeks.

Staff Time

- The current meeting cycle is rough on staff, particularly when it comes to meeting the various deadlines associated with each meeting.
- It is especially difficult for the City Clerk, who is often required to work on minutes from previous meetings while simultaneously finalizing any documents requiring signatures, and preparing meeting agendas and packets for upcoming meetings.
    - e.g. There is a 1.5 day gap between the first meeting of the month and the agenda deadline for the second, and the deadline for the third meeting has already passed by the time the second meeting takes place.

Development Authority

- As previously mentioned, in previous years the DDA has not been following the meeting schedule dictated by its bylaws, and has instead been functioning essentially only with special-called meetings.
    - Though a DDA meeting may not be required due to lack of business, in those instances a meeting may simply be cancelled with appropriate notice, similar to any other committee or commission.

RECOMMENDED ACTION

Staff are seeking comments from Council on the proposed calendar, particularly regarding changes to the City Council meeting schedule.

2024 Public Meeting Calendar

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

KEY	
	Planning Commission
	Regular Council Meeting
	Zoning Council Meeting
	Development Authority
	Art Commission
	City Holidays

THE CITY OF Doraville

Diversity, Vitality, Community

MEETING DATE	MEETING TYPE	DEADLINE TO SUBMIT AGENDA MATERIALS TO CITY CLERK	MEETING AGENDA PUBLISHED
Wednesday, January 3, 2024	Planning Commission	NA	Wednesday, December 27, 2023
Wednesday, January 10, 2024	Regular Meeting	Monday, January 8, 2024	Monday, January 8, 2024
Thursday, January 18, 2024	Art Commission	NA	Tuesday, January 16, 2024
Wednesday, January 17, 2024	Zoning Meeting	Monday, January 15, 2024	Monday, January 15, 2024
Wednesday, February 7, 2024	Planning Commission	NA	Wednesday, January 31, 2024
Wednesday, February 14, 2024	Regular Meeting	Monday, February 12, 2024	Monday, February 12, 2024
Thursday, February 15, 2024	Art Commission	NA	Tuesday, February 13, 2024
Wednesday, February 21, 2024	Zoning Meeting	Monday, February 19, 2024	Monday, February 19, 2024
Wednesday, March 6, 2024	Planning Commission	NA	Wednesday, February 28, 2024
Monday, March 11, 2024	Development Authority	NA	Friday, March 8, 2024
Wednesday, March 13, 2024	Regular Meeting	Monday, March 11, 2024	Monday, March 11, 2024
Thursday, March 21, 2024	Art Commission	NA	Tuesday, March 19, 2024
Wednesday, March 20, 2024	Zoning Meeting	Monday, March 18, 2024	Monday, March 18, 2024
Wednesday, April 3, 2024	Planning Commission	NA	Wednesday, March 27, 2024
Wednesday, April 10, 2024	Regular Meeting	Monday, April 8, 2024	Monday, April 8, 2024
Thursday, April 18, 2024	Art Commission	NA	Tuesday, April 16, 2024
Wednesday, April 17, 2024	Zoning Meeting	Monday, April 15, 2024	Monday, April 15, 2024
Wednesday, May 1, 2024	Planning Commission	NA	Wednesday, April 24, 2024
Wednesday, May 8, 2024	Regular Meeting	Monday, May 6, 2024	Monday, May 6, 2024
Thursday, May 16, 2024	Art Commission	NA	Tuesday, May 14, 2024
Wednesday, May 15, 2024	Zoning Meeting	Monday, May 13, 2024	Monday, May 13, 2024
Wednesday, June 5, 2024	Planning Commission	NA	Wednesday, May 29, 2024
Monday, June 10, 2024	Development Authority	NA	Friday, June 7, 2024
Wednesday, June 12, 2024	Regular Meeting	Monday, June 10, 2024	Monday, June 10, 2024
Thursday, June 20, 2024	Art Commission	NA	Tuesday, June 18, 2024
Wednesday, June 26, 2024	Zoning Meeting	Monday, June 24, 2024	Monday, June 24, 2024
Wednesday, July 3, 2024	Planning Commission	NA	Wednesday, June 26, 2024
Wednesday, July 10, 2024	Regular Meeting	Monday, July 8, 2024	Monday, July 8, 2024
Thursday, July 18, 2024	Art Commission	NA	Tuesday, July 16, 2024
Wednesday, July 17, 2024	Zoning Meeting	Monday, July 15, 2024	Monday, July 15, 2024
Wednesday, August 7, 2024	Planning Commission	NA	Wednesday, July 31, 2024
Wednesday, August 14, 2024	Regular Meeting	Monday, August 12, 2024	Monday, August 12, 2024
Thursday, August 15, 2024	Art Commission	NA	Tuesday, August 13, 2024
Wednesday, August 21, 2024	Zoning Meeting	Monday, August 19, 2024	Monday, August 19, 2024
Wednesday, September 4, 2024	Planning Commission	NA	Wednesday, August 28, 2024
Monday, September 9, 2024	Development Authority	NA	Friday, September 6, 2024
Wednesday, September 11, 2024	Regular Meeting	Monday, September 9, 2024	Monday, September 9, 2024
Thursday, September 19, 2024	Art Commission	NA	Tuesday, September 17, 2024
Wednesday, September 18, 2024	Zoning Meeting	Monday, September 16, 2024	Monday, September 16, 2024
Wednesday, October 2, 2024	Planning Commission	NA	Wednesday, September 25, 2024
Wednesday, October 9, 2024	Regular Meeting	Monday, October 7, 2024	Monday, October 7, 2024
Thursday, October 17, 2024	Art Commission	NA	Tuesday, October 15, 2024
Wednesday, October 16, 2024	Zoning Meeting	Monday, October 14, 2024	Monday, October 14, 2024
Wednesday, November 6, 2024	Planning Commission	NA	Wednesday, October 30, 2024
Wednesday, November 13, 2024	Regular Meeting	Monday, November 11, 2024	Monday, November 11, 2024
Thursday, November 21, 2024	Art Commission	NA	Tuesday, November 19, 2024
Wednesday, November 20, 2024	Zoning Meeting	Monday, November 18, 2024	Monday, November 18, 2024
Wednesday, December 4, 2024	Planning Commission	NA	Wednesday, November 27, 2024
Monday, December 9, 2024	Development Authority	NA	Friday, December 6, 2024
Wednesday, December 11, 2024	Regular Meeting	Monday, December 9, 2024	Monday, December 9, 2024
Thursday, December 19, 2024	Art Commission	NA	Tuesday, December 17, 2024
Wednesday, December 18, 2024	Zoning Meeting	Monday, December 16, 2024	Monday, December 16, 2024

THE CITY OF Doraville
Diversity. Vitality. Community

City Council Zoning Meeting
Monday, October 16, 2023 **Meeting Minutes**

Shanta J. Bingham **City Clerk**	**City Hall Council Chambers** **3725 Park Avenue** **Doraville, Georgia 30340**	**6:00 p.m.**

I. CALL TO ORDER Mayor Joseph Geierman called the meeting to order.

II. ROLL CALL Council Members Gerald Evans, Andy Yeoman, Christopher Henshaw, Maria Alexander, Stephe Koontz and Warren Simmons.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

Council Member Henshaw made a motion to approve the October 16, 2023 meeting agenda moving item A under Proclamations and Recognitions after item B**, seconded by Council Member Alexander. Council Member Yeoman made a motion to add Public Comment to the end of the meeting, seconded by Council Member Evans.**

AYES/YES: Council Members Koontz, Evans, Henshaw, Alexander, Simmons and Yeoman
Nays/No: none
Abstain: none

V. PROCLAMATIONS AND RECOGNITIONS

A. Breast Cancer Month Proclamation
Presented by Mayor Joseph Geierman to Anh Lee, with remarks by Dawn O'Connor.

B. Feral Cat Day Proclamation
Presented by Mayor Geierman to Brittney Gilliland and Mary Baker.

VI. PUBLIC COMMENT

Susan Crawford resident of Oakcliff Estates spoke in support of raising the fence height limit to 8 ft.

Peggy Riley, resident of Allison Drive, spoke in support of raising the fence height limit to 8 ft.

Sally Powell, resident of Allision Drive, spoke in support of raising the fence height limit to 8 ft.

Carling Prince of Alley, resident of Allison Drive, spoke in support of raising the fence height limit, and no to the alcohol license for the Billiards Parlor.

Sally Powell, resident of Allison Drive, spoke in favor of raising the fence height.

Daryl Clark, resident of Allison Drive, spoke in support of raising the fence height

Margarita Robinson, resident of Allison Drive, spoke in support of raising the fence.

Angela Fleury, resident of McClave Drive, spoke in support of raising the fence height. Asked Council if a resident living behind a restaurant would be able to obtain a Variance for a higher fence to prevent the restaurant from discarding oil into her backyard.

Dawn O'Connor, resident of McClave Drive, spoke in favor of raising the fence height and mentioned needing a variance for a higher fence.

Betty Whiteside spoke in support of raising the fence height limit to 8 feet.

Mayor Geierman closed Public Comment

VII. CONSENT AGENDA

Council Member Stephe Koontz made a motion to approve the Consent Agenda, and Council Member Alexander seconded the motion. The motion carried by a unanimous vote (6-0)

A. City Council Zoning Meeting Minutes September 18, 2023, Presented by City Clerk, Shanta J. Bingham

B. City Council Meeting Minutes September 20, 2023
Presented by City Clerk, Shanta J. Bingham

C. 2024 Employee Holiday Schedule Presented by City Clerk, Shanta J. Bingham

D. Records Retention Policy
Presented by City Clerk, Shanta J. Bingham

VIII. UNFINISHED BUSINESS

A. CUP-23-05 - Request for a Conditional Use Permit (CUP) for an accessory alcohol license for a billiards parlor for the property located at 5090 Buford Highway, Suite 201, in the Intown Plaza shopping center.

Presented by Community Development. (Second Read)
Austin Shelton, Director of Community Development provided a summary of the requested CUP for an accessory alcohol license for a billiards hall. The recommendation of staff and the Planning Commission is denial of the application. Charlene Fang, a resident, addressed the Council apologizing to Staff: Mr. Yung Chow, a Mandarin interpreter hired by applicants Karen Wang and Jing Zhao.

The Council addressed the revised plans regarding, operating hours, additional conditions that hours are posted on the door, no window coverings and open to the public/non-members during business hours, asked for clarification regarding no gambling tables in the space, addressed ADA compliance, addressed concerns with serving beer and wine only, membership fees, no private events added to the CUP and full public access while they are open.

Council Member Yeoman made a motion to approve the CUP with the following conditions: windows remain unblocked, hours of operation posted on the front door, open to the public all hours of the business, not to exceed midnight, and to serve beer and wine only, amendment to the current motion no to coin-operated machines, Council Member Koontz seconded the motion.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz
NAYS/NO: Alexander
ABSTAIN: none
Motion passes 5-1

B. A-23-10 - Amendment to Sec. 23-703 regarding fence height in residential areas. (Second Read)
Austin Shelton, Director of Community Development gave a summary of the item.

Council Member Henshaw discussed the item with being in favor of adhering to the standards of an 8 ft fence. Council Member Yeoman discussed the variance process and also mentioned that sections of the Code need to be revised where 6 ft fences are addressed.

Council Member Henshaw made a motion to approve A-23-10, and Council Member Koontz seconded the motion.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, and Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

Mayor Geierman called for a two-minute break to allow the public to leave the meeting.

IX. REPORTS AND PRESENTATIONS

A.Doraville Town Center
Presented by Community Development/City Manager

Chris Eldridge introduced the item.

Chris Mutter and Craig, Gary, and Paul with Filippo Civil Design gave a summary of the Doraville Town Center update.

Mayor Geierman requested that the meeting be edited to a video clip with the plans will be provided for public access on the City's social media platforms.

The City Council discussed concerns with the conceptual designs.

X. NEW BUSINESS

A. A-23-11 - Consideration and adoption of an updated official zoning map for the City of Doraville. (Public Hearing) (First Read)

Austin Shelton, Director of Community Development gave a summary of the updated zoning map for the City. Staff and Planning Commission recommended approval.

Mayor Geierman opened/closed Public Comment. No public comments.

There was no Commission discussion on the item

Council Member Evans made a motion to waive the first read, seconded by Council Member Koontz.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

Council Member Alexander made a motion to approve A-23-11 update to the Zoning Map, Council Member Evans seconded the motion.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

B. CUP-23-06 - Consideration for approval of a Conditional Use Permit (CUP) for a billboard located at 4095 Pleasantdale Road and zoned Light Manufacturing Conditional (M-1-C). (Public Hearing) (First Read) Presented by Community Development

Austin Shelton, Director of Community Development gave a summary of the item. Staff and Planning Commission recommend approval.

Mayor Geierman opened Public Comment, but no comments, Mayor Geierman closed Public Comment

Council Member Koontz made a motion to waive the first read, Council Member Evans seconded the motion.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

Council Member Koontz made a motion to approve CUP-23-06, and Council Member Evans seconded the motion.

AYES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

Mayor Geierman opened Public Comments, no comments, Mayor Geierman closed Public Comments

XI. OTHER BUSINESS- None

XII. COUNCIL COMMENTS

Council Member Yeoman mentioned that he received complaints regarding the removal of trees on Steward Road.
Council Member Henshaw also mentioned that he drove by the construction site, and encouraged residents to engage more with their elected officials

Council Member Simmons's staff and Council Members are always available to hear concerns, mentioned that Early voting started today, and New Peachtree backs up at 5 pm. The city will look at syncing the lights, and addressed concerns with potholes.

Council Member Alexander mentioned that about 35 trees were removed near Oakcliff and asked that staff ask the Vendor about a donation to the tree bank.

Council Member Evans thanked staff and was excited about the presentation.

Council Member Koontz mentioned that she saw the comments on Next Door and addressed concerns with the building of affordable housing. Mentioned that City Hall is not closed, go out and vote. And encouraged residents to look at the presentation and vote on the referendum.

Mayor Geierman addressed the Bond Referendum and encouraged residents to check it out and vote on his or her preferences.

XIII. EXECUTIVE SESSION -If required for Land, Legal, or Personnel Matters

Council Member Alexander made a motion to go into Executive Session, and Council Member Evans seconded the motion.

YES/YES: Yeoman, Evans, Simmons, Henshaw, Koontz, Alexander
NAYS/NO: none
ABSTAIN: none
Motion passes 6-0

XIV. ADJOURNMENT Meeting adjourned at 7:53 pm

Approved:

_____

Joseph Geierman, Mayor

Attest:

_____

Shanta J. Bingham, City Clerk

City Council Regular Meeting
Wednesday, October 18, 2023 **Meeting Minutes**

Shanta J. Bingham
City Clerk

City Hall Council Chambers
3725 Park Avenue
Doraville, Georgia 30340

6:00 p.m.

I. CALL TO ORDER- Mayor Joseph Geierman called the meeting to order

II. ROLL CALL Council Members Gerald Evans, Christopher Henshaw, Maria

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

Council Member Alexander made a motion to approve the meeting agenda, Council Member Henshaw seconded the motion.

AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons
NAYS/NO: none
Abstain: none
Motion carries 6-0

V. PROCLAMATIONS AND RECOGNITIONS

VI. PUBLIC COMMENT-none

VII. CONSENT AGENDA

Council Member Alexander made a motion to approve the Consent Agenda, Council Member Koontz seconded the motion.
AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

A. Vehicle Purchase
Presented by Chief Atkinson

B. City Council Work Session Meeting Minutes October 11, 2023 Presented by City Clerk Shanta J. Bingham

C. Halpern Park Mini Pitch Resolution
Presented by Parks and Recreation Director Crystal Dawson

VIII. REPORTS AND PRESENTATIONS

A. Human Trafficking Presentation-
Presented by Sergeant Sandra Pawar, with the Salvation Army

IX. UNFINISHED BUSINESS

A. Consideration of a Ordinance Amending Section 23-615 to Create Certain Requirements Short-Term Vacation Rentals in the City of Doraville. (First Read)

City Attorney Cecil McLendon gave an overview of the changes to the Ordinance. The council discussed the proposed changes and provided feedback. Council addressed concerns by asking for Identification for rentals, 24-hour contact for the property in case of emergency, clause for renting out individual units, mentioned Swimly and renting out swimming pools for parties, requested leaving the app out and requiring homeowners to rent the entire house.

B. Memorandum of Understanding by and between the City of Doraville and Dekalb County School District
Chris Eldridge, City Manager gave an overview of the item.

Council discussed the item and discussed concerns with accounting for tracking revenue, revenue sharing, questions about adding new signage, press releases, notifying the public, language included that if the monies garner from the safety cameras be used in those school districts, that the funds go to safety improvements and will the company placement of cameras.

Council Member Alexander made a motion to approve the Memorandum of Understanding between the City of Doraville and Dekalb County School District and for the placement of the speed cameras in school zones, Council Member Gerald Evans seconded the motion.

AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none

Motion carries 6-0

B. A Resolution of the Mayor and City Council of the City Of Doraville, Georgia, regarding the Use of Funds Derived From School Zone Traffic Cameras Presented by Cecil McLendon

Council Member Alexander made a motion to approve the Resolution regarding the Use of Funds Derived From School Zone Traffic Cameras to add the language that public safety infrastructure includes signage, and that the funds from these cameras be used for public safety improvements in the school zones where the cameras are installed, Council Member Koontz seconded the motion.
AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

C. Ordinance Amending Exhibit "A" To Ordinance No. 2023-29, Adopting A Special Service District(First Read).
Cecil McLendon gave an overview.

Council thanked Staff for updating the list.

Council Member Koontz made a motion to approve the First Read of the Ordinance amending Exhibit "A", Council Member Evans seconded the motion.
AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

Council Member Alexander made a motion to approve the Ordinance amending Exhibit A to the original Ordinance No. 2023-29 adopting a Special Service District updating the list of parcels and map, Council Member Koontz seconded the motion.
AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

X. NEW BUSINESS

A. URA Appointments
China Agu Finance Director gave an overview.

Council had a discussion and expressed being in favor of the appointments.
Council Member Henshaw asked that staff
Council Member Alexander to reappoint Sergio Monzalvo and Doug Edwards to the URA, Council Member Henshaw seconded the motion.

AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander

NAYS/NO: none
Abstain: none
Motion carries 6-0

B. Consideration to approve a text amendment to amend Sec. 5-7 (f) (1) regarding permit expiration.

Austin Shelton, Director of Community Development and Chris Eldridge, City Manager gave an overview of the item.
Council Members discussed concerns with, the issuance of permits, time frames, and what permits will require the City Manager's approval. Staff will make the requested changes and bring them back for Council approval.
Council decided not to waive first read.

C. Assembly Atlanta/Community Improvement District Funding

Cecil McLendon, Assembly Atlanta gave an overview of the item.
Council addressed concerns with stormwater, landscaping, and replacement of trees, requested pet waste containers be added to the trail, and the location of the turtle.

Council Member Koontz motioned to approve the Rail Trail Agreement, First Amendment to the Master Storm Water Agreement and the Second Amendment to the Master Maintenance Agreement, Council Member Evans seconded the motion.

AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

D. North Carver Circle Underpass Lighting

Chris LaFleur, Public Works Director gave an overview of the item.

Council Member Evans made a motion to Approve the North Carver Circle Underpass Lighting, Seconded by Council Member Alexander.
AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

XI. OTHER BUSINESS

XII. COUNCIL COMMENTS

Council Member Yeoman- no comments

Council Member Simmons reported that comments were received about tree limits and lighting near Doral, Chickpea Park, and the trail. Asked the Public Works Director, Chris LaFleur to provide the leaf collection schedule, update on bilingual signage update, Hightower Traffic Plan update, and reminded everyone to vote.

Council Member Alexander reminded everyone of the Trunk or Treat event and to watch out for kids walking around the neighborhood.

Council Member Henshaw reminded everyone to vote and wished everyone a Happy Halloween.

Council Member Evans thanked the Staff, excited for the Mural and Mini Pitch Park and excited for the new Police vehicles.

Council Member Koontz mentioned that she voted quick at the Senior Center in Chamblee, the Art Festival from DArt, Mural Painting, and the Expansion of the Metro City Bank with a grand opening on Friday.

XIII. EXECUTIVE SESSION

None

XIV. ADJOURNMENT

Council Member made the motion to adjourn the meeting, Council Member Koontz seconded the motion.

AYES/YES: Henshaw, Evans, Koontz, Yeoman, Simmons, Alexander
NAYS/NO: none
Abstain: none
Motion carries 6-0

Approved:

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham

MEMORANDUM

TO: City Council

FROM: Cecil McLendon, Jr., City Attorney

SUBJECT: Ordinance Amending Section 23-615 to Create Certain Requirements Short-Term Vacation Rentals in the City of Doraville

DATE: November 13, 2023

Summary

Based upon the feedback from October First Read, we have prepared the attached Ordinance regarding the adoption of additional regulations for Short-Term Vacation Rentals within the City of Doraville.

Attachments

Proposed Ordinance

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING SECTION 23-615 OF CHAPTER 23 ("ZONING"), ARTICLE VI ("GENERAL PROVISIONS") OF THE CODE OF ORDINANCES, CITY OF DORAVILLE, GEORGIA, TO CREATE CERTAIN REGULATIONS FOR PROPERTIES BE USED AS SHORT-TERM VACATION RENTALS WITHIN THE CITY OF DORAVILLE; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; TO PROVIDE FOR CODIFICATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

WHEREAS, the Mayor and Council of the City of Doraville ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Doraville; and

WHEREAS, it has come to the attention of the City that an increasing number of residences with the City of Doraville are being used as short-term rentals; and

WHEREAS, the Mayor and Council support the concept of short-term rentals to provide a diverse mix of housing options and a means to allow existing home owners to retain their properties in light of escalating home valuations within the City and Metro Atlanta Area; and

WHEREAS, in certain instances, it has come to the City's attention that certain short-term rental properties are displaying increased violations regarding property maintenance and noise regulations, among other potential violations; and

WHEREAS, it is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term rental units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DORAVILLE HEREBY ORDAINS AS FOLLOWS:

Section 1. A new Section 23-615 shall be incorporated into the Code of Ordinances, City of Doraville, Georgia to read as follows:

Sec. 23-615. - Short-term vacation rentals.

(a) Definitions; general provisions.

Code compliance verification form is a document executed by a short-term vacation owner certifying that the short-term vacation unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term vacation rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

Owner-occupied property refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental certificate.

Short-term vacation rental occupants means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

Short-term vacation rental means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types (provided that any housing used as a Short-term vacation rental shall conform with all rules, regulations, and ordinances of the City including the zoning requirements of the City) and shall exclude Group Home as defined in chapter 23-402, of the official code of Doraville, Georgia, as amended.

as amended.

Short-term vacation rental by the room means an accommodation for transient guests where, in exchange for compensation, a single room within a residential dwelling unit is provided for lodging for a period not to exceed 30 consecutive days.

Short-term vacation rental agent means a natural person designated by the owner of a short-term vacation rental on the short-term vacation rental certificate application. Such person shall be available for and responsive to contact from 8:00 a.m. to 9:00 p.m. and at all times in the event of emergency, and someone who is customarily present at a location within the city for purposes of transacting business.

(b) Short-term vacation rental certificate. No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term vacation rental, as defined in subsection (a), without first obtaining a business tax certificate from the City of Doraville and complying with the regulations contained in this section. No certificate issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location

other than the one for which it is issued, and each certificate shall expire unless renewed annually in compliance with this section.

(c) Application for short-term vacation rental certificate.

1. Applicants for a short-term vacation rental certificate shall submit, on an annual basis, an application for a short-term vacation rental certificate to the City of Doraville. The application shall be furnished under oath on a form specified by the city manager, accompanied by a non-refundable application fee as set forth in the city's fee schedule. Such application should include:

   i. The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a certificate is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;

   ii. The address of the unit to be used as a short-term vacation rental;

   iii. A statement of whether the unit will be used as a short-term vacation rental by the room and if so, the number of rooms and a diagram in the room(s) which will be held open for rental by the room;

   iv. The name, address, telephone number and email address of the short-term vacation rental agent, which shall constitute his or her 24-hour contact information;

   v. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements;

   vi. The number and location of parking spaces allotted to the premises;

   vii. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term vacation rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and

   viii. Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term vacation rental certificate. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.

2. Attached to and concurrent with submission of the application described in this section, the owner shall provide:

i. The owner's sworn code compliance verification form;

ii. Proof of the owner's current ownership of the short-term vacation rental unit;

iii. A written certification from the short-term vacation agent that he or she agrees to perform the duties specified in subsection (d) below; and

iv. For apartment properties or condominiums as defined by the Georgia Condominium Act, O.C.G.A. §§ 44-3-70, et seq., provide a copy of: (1) written approval of the apartment management permitting the subletting of the unit for less than 30 day rentals, or (2) the adopted condominium declaration either explicitly permitting leasing of the dwelling unit(s) for less than 30 days or adopted condominium declaration which contains no prohibition on short-term vacation rentals or the leasing of dwelling units for less than 30 days.

3. If the rental agent changes, the property owner shall notify the City of Doraville within five (5) business days.

4. Certificate holder shall publish a short-term vacation rental certificate number in every print, digital, or internet advertisement and any property listing in which the short-term vacation rental is advertised.

(d) Short-term vacation rental agent.

1. The owner of a short-term vacation rental shall designate a short-term vacation rental agent on its application for a short-term vacation rental certificate. A property owner may serve as the short-term vacation rental agent. Alternatively, the owner may designate a natural person as his or her agent who is over age 18.

2. The duties of the short-term vacation rental agent are to:

i. Be reasonably available to handle any problems arising from use of the short-term vacation rental unit;

ii. Appear on the premises of any short-term vacation rental unit within twenty-four (24) hours following notification from the city of issues related to the use or occupancy of the premises, or two (2) hours in the event of emergencies. This includes, but is not limited to, notification that occupants of the short-term vacation rental unit have created unreasonable noise or

disturbances, engaged in disorderly conduct or committed violations of the City of Doraville Code of Ordinances or other applicable law pertaining to noise, disorderly conduct, overcrowding, consumption of alcohol or use of illegal drugs. Failure of the agent to timely appear to two or more complaints regarding violations may be grounds for penalties as set forth in this chapter. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation;

iii. Receive and accept service of any notice of violation related to the use or occupancy of the premises; and

iv. Monitor the short-term vacation rental unit for compliance with this chapter.

v. An owner may change his or her designation of a short-term vacation rental agent temporarily or permanently; however there shall only be one such agent for a property at any given time. To change the designated agent, the City in writing of the new agent's identity, together with all information regarding such person as required by the applicable provisions of this subsection.

(e) Grant or denial of application.

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter, or otherwise fails to demonstrate the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

(f) Short-term vacation rental units.

1. A legible copy of the short-term vacation rental unit certificate shall be posted within the unit and include the following information:
   i. The name, address, telephone number and email address of the short-term vacation rental agent:
   ii. The business tax certificate number;
   iii. The maximum occupancy of the unit;
   iv. The maximum number of vehicles that may be parked at the unit.

2. A Notice on a form developed by the City Manager shall be posted in the short-term vacation rental unit with the STVR Certificate and include the following information:
    i. The occupant(s)' agreement to abide by all of the requirements of this chapter, any other City of Doraville ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
    ii. The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;
    iii. The occupant(s)' acknowledgement and agreement that violation of the agreement or this chapter may result in immediate termination of the agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and
    iv. The occupant(s)' acknowledgement of the maximum occupancy of the short-term vacation rental unit and, if available, the location of on-site parking.

3. Short-term vacation rental units must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.

(g) Rental by the Room. Notwithstanding any other provisions of this ordinance, if a short-term vacation rental certificate, is held and if bedrooms are being rented individually to different customers, then:

1. the owner of record must be present on the premises during the period of rental, and
2. no more than two (2) separate bedrooms in the owner-occupied residential dwelling unit may be separately rented out at the same time.

(h) Rental by time increments less than twenty four (24) hours. Notwithstanding any other provisions of this ordinance, no short-term vacation rental property. or any portion thereof, shall be rented for a period of less than twenty-four (24) hours.

(i) Short-term vacation regulation procedure.

1. To ensure the continued application of the intent and purpose of this chapter, the City Manager or his or her designee shall notify the owner of a short-term vacation rental unit of all instances in which nuisance behavior of the rental guest or the conduct of his or her short-term vacation rental unit agent results in a citation for a code violation or other legal infraction.
2. The City Manager or his or her designee shall maintain in each short-term vacation rental location file a record of all code violation charges, founded accusations and convictions occurring at or relating to a short-term vacation rental unit. When a property owner has accumulated three code violations for a particular property within a period of 12 consecutive months, the city shall revoke any pending certificates and reject all applications for the subject premises for a period of 12 consecutive months.
3. If a short-term vacation rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code provision, the owner must demonstrate compliance with the applicable code prior to being eligible to receive a short-term vacation rental certificate.
4. Citations for code violations and any other violation of the city code shall be heard in the Doraville municipal court. Violations of this section (i) shall be heard by a hearing officer pursuant to section 1-15 of the Official Code of Doraville, Georgia.
5. Violations of this chapter are subject to the following fines, which may not be waived or reduced, and which may be combined with any other legal remedy available to the city:
    i. First violation: $500.00.
    ii. Second violation within the preceding 12 months: $750.00.
    iii. Third violation within the preceding 12 months: $1,000.00 and/or suspension of STVR license of 12 months.
6. Notwithstanding subsection (5) above, upon a violation of any ordinance regarding nuisance, property maintenance, criminal offense, or a violation of any zoning ordinance, the City Manager may revoke a short-term vacation rental permit upon written notice. Any such revocation may be appealed to a Hearing Officer pursuant to section 1-15 of the Official Code of Doraville, Georgia.
7. A person aggrieved by the city's decision to revoke, suspend or deny a short-term vacation rental certificate may appeal the decision Writ of Review to the Superior Court of DeKalb County.

8. Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, deputy marshal or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

(k) Taxes. Short-term vacation rental unit owners are subject to state sales tax, city taxes, including but not limited to the hotel/motel tax, and are liable for payment thereof as established by state law and the city code. the city may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

Section 2. All ordinance or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Doraville.

Section 4. This Ordinance shall become effective upon adoption.

SO ORDAINED, this _____ day of _____, 2023.

CITY OF DORAVILLE, GEORGIA

_____
Joseph Geierman, Mayor

_____ _____
First Reading Second Reading

ATTEST: APPROVED AS TO FORM:

_____(SEAL) _____

City Clerk

Cecil G. McLendon, Jr., City Attorney

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

A-23-13

ADDRESS: Citywide

APPLICANT: City of Doraville

REQUEST: Consideration to approve a text amendment to amend Sec. 5-7 (f) (1) regarding permit expiration

DIRECTOR
AUSTIN SHELTON

SENIOR PLANNER
ALBERT TREVINO

CITY PLANNER
DIANA PITCHER-WILLIAMS

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 CITY COUNCIL
NOVEMBER 13, 2023

PLANNING COMMISSION
NA

NEWSPAPER AD PUBLISHED
September 28, 2023

MEMORANDUM

ZONING CASE #: A-23-13

TO: Mayor and City Council

FROM: Community Development

SUBJECT: **A-23-13 - Proposed text amendment to Sec. 5-7 (f) (1) regarding permit expiration**

DATE: November 13, 2023

BACKGROUND

The City of Doraville has several medium-to-large scale projects in the pipeline. The time needed to complete these types of projects could range from several months to years. Staff was asked to increase the amount of time given to certain types of projects and permits.

CURRENT REGULATIONS - SEC. 5-7. PERMITS.

- States that all permits expire if:
  - Work has not commenced within 6-months from the date of issuance, or
  - Work has been suspended or abandoned for a period of 6-months after the work has commenced.
- After 2 years, all permits expire and become invalid. Invalid permits may resume only through issuance of a new permit which is subject to all fees and submittal of a new permit application.
- **If the project is of a significant scale and the applicant knows it will take longer than 2 years to complete, an exception can be granted by the City Manager only by written request from the applicant prior to the issuance of the permit.**

PROPOSED TEXT AMENDMENTS

- Modified rule to increase the life of a permit from 6-months to 1-year for permits involving attached single-family residential, multi-family, commercial, industrial and mixed-use development projects.
- Land Disturbance Permits (LDPs) now expire after 5 years. All other permits still expire after 2 years.

REQUEST

Approval as written.

A-23-10
Permit Expiration

CITY COUNCIL
NOVEMBER 13, 2023

CONTEXT

BACKGROUND

Doraville has several medium-to-large scale projects that take months to years to complete. Staff was asked to look at the conditions of permit and extend the time period for active permits from 6-months to 1-year for all projects other than deatched single-family homes.

SUMMARY OF AMENDMENT

- Changes rule for a permit to be active from 6-months to 1-year from date of issuance for projects that are not detached single-family residential.
- LDPs now expire after 5 years.
- All other permits still expire after 2 years.

REQUEST

STAFF

MOVE TEXT AMENDMENT FORWARD AS PRESENTED

Sec. 5-7. Permits.

(a) *Application.*

(1) *When required.* Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by the construction codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. A permit shall not be issued to an owner, who is neither a licensed contractor nor the occupant of the structure being built or altered.

(2) *Work authorized.* A building, electrical, gas, mechanical, or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(3) *Repairs.*

a. *Minor repairs.* Ordinary minor repairs with a value of less than one thousand five hundred dollars ($1,500.00), involving no structural changes and new electrical, HVAC, or plumbing installations, may be made without a permit, provided that such repairs shall not violate any of the provisions of the construction codes.

b. *Emergency repairs.* Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

(4) *Work exempt from permit.* Exemptions from permit requirements of this code (chapter 5, article I, buildings and building regulations) shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances, including the zoning ordinance, of this jurisdiction. Permits shall not be required for the following:

a. *Building.*

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than two hundred (200) square feet (11 m2).

2. Fences not over seven (7) feet (2,134 mm) high.

3. Oil derricks.

4. Retaining walls that are not over four (4) feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding class I, II or IIIA liquids.

5. Water tanks supported directly on grade if the capacity is not greater than five thousand (5,000) gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.

6. Walkways and driveways not more than thirty (30) inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a group R-3 occupancy that are less than twenty-four (24) inches (610 mm) deep, are not greater than five thousand (5,000) gallons (18,925 L) and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings, supported by an exterior wall that do not project more than fifty-four (54) inches (1,372 mm) from the exterior wall and do not require additional support.

13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over five (5) feet nine (9) inches (1,753 mm) in height.

b. *Electrical.*

1. Repairs and maintenance. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Radio and television transmitting stations. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

3. Temporary testing systems. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

c. *Fuel gas.*

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

d. *Mechanical.*

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing ten (10) pounds (5 kg) or less of refrigerant and actuated by motors of one (1) horsepower (746 W) or less.

e. *Plumbing.*

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be

considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

f. *Public service agencies.* A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

(5) *Information required.* Each application for a permit, with the required fee, shall be filed with the building official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. If the purpose of the permit is construction or renovation for an incoming commercial business or commercial tenant, the application must specifically state the type of business or tenant that the work is being performed to accommodate. The application shall be signed by the owner, or an authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the building official.

(6) *Time limitations.* An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the permit, unless before then a permit has been issued. One (1) or more extensions of time for periods of not more than ninety (90) days each may be allowed by the building official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(b) *Drawings and specifications.*

(1) *Requirements.* When required by the building official, two (2) or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

(2) *Additional data.* The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications, and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal.

(3) *Design professional.*

a. The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications, and accompanying data, for the following:

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

1. All group A, E, and I occupancies.

2. Buildings and structures three (3) stories high or more in height.

3. Buildings and structures five thousand (5,000) square feet (465 m^2) or more in area.

b. Single-family dwellings, regardless of size, shall require neither a registered architect or engineer, nor a certification that an architect or engineer is not required.

(4) *Structural and fire resistance integrity.* Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor, or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes, and systems and indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.

(5) *Site drawings.* Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The building official may require a boundary line survey prepared by a qualified surveyor.

(6) *Hazardous occupancies.* The building official may require the following:

a. *General site plan.* A general site plan, drawn at a legible scale, which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent accessways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment, and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.

b. *Building floor plan.* A building floor plan, drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class or the hazardous materials stored.

(c) *Examination of documents.*

(1) *Plan review.* The building official or designee shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the construction codes and all other pertinent laws or ordinances.

(d) *Issuing permits.*

(1) *Action on permits.* The department shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the construction codes and other pertinent laws and ordinances, he shall issue a permit to the applicant.

(2) *Refusal to issue permit.* If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the construction codes or other pertinent laws or ordinances, the building official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

(3) *Special foundation permit.* When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the building official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the construction codes.

(4) *Public right-of-way.* A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley, or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application at the office of the director of public works for the lines of the public street on which he proposes to build, erect, or locate said building; and it shall be the duty of the building official to see that the street lines are not encroached upon.

(e) *Contractor responsibilities.* It shall be the duty of every contractor who shall make contracts for the installation or repairs of buildings, structures, electrical, gas, mechanical, sprinkler, or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning licensing which the applicable governing authority may have adopted. In such case that the state requires a contractor to have obtained a state license before they are permitted to perform work, the contractor shall supply the local government with its license number before receiving a permit for work to be performed.

(f) *Conditions of the permit.*

(1) *Intent.* A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the construction codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of the construction codes.

(i) Active Permit.

a. *For detached single-family residential permits.* Permits issued for detached single-family residential projects ~~Every permit issued s~~shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced.

b. *For all other permits involving attached single-family residential, multi-family residential, commercial, industrial and mixed-use developments.* Permits issued shall become invalid unless the work authorized by such permit is commenced within one (1) year after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of one (1) year after the time the work is commenced.

(ii) ~~-~~*Permit Extension.* ~~One~~ For all permits, one (1) extension of time, for a period not more than sixty (60) days, may be allowed for a valid permit. The extension shall be requested in writing, with justifiable cause demonstrated, and is subject to the approval of the Building Official.

(iii) *Permit Expiration.*

a. ~~Permits, nonetheless, become invalid after two (2) years.~~Land disturbance permits (LDPs) shall be invalid after five (5) years from the date of issuance.

b. All other permits shall be invalid after two (2) years from the date of issuance.

c. ~~-~~For invalid permits, work may resume only through issuance of a new permit, which will be subject to all fees required for such issuance at the time the application for the new permit is requested.

(iv) *Exception.* In the event of a project of significant scale, that is anticipated to take longer than two (2) years, an exception can be granted by the City Manager prior to the issuance of the permit per written request by the permit applicant.

(2) *Issued on basis of an affidavit.* Whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building

official shall require that the architect or engineer who prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the construction codes. In the event such architect or engineer is not available, the owner shall employ in his place, a competent person or agency whose qualifications are reviewed by the building official.

(3) *Plans.* When the City issues a permit, they shall endorse, in writing or by stamp, both sets of plans "reviewed for code compliance." One (1) set of drawings so reviewed shall be retained by the building official and the other set shall be returned to the applicant. The permitted drawings shall be kept at the site of work and shall be open to inspection by the building official or his authorized representative.

(g) *Fees.*

(1) *Prescribed fees.* A permit shall not be issued until the fees prescribed by the City Council have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical, or gas systems, etc., has been paid.

(2) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing, etc., system before obtaining the necessary permits shall be subject to a penalty of one hundred (100) percent of the usual permit fee in addition to the required permit fees.

(3) *Schedule of permit fees.* On all buildings, structures, electrical, plumbing, mechanical, and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedules as set by the City Council.

(4) *Building permit valuations.* If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical, or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment, and other systems, including materials and labor.

(5) *Refunds.* The community development director is authorized to establish a refund policy.

(6) *Revocation of permit.* The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

(Ord. No. 2019-008 , § 1(Exh. 1), 3-18-19; Ord. No. 2021-05 , § I, 2-17-21; Ord. No. 2022-42 , § 1, 4-18-22)

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Flock Safety

DATE OF MEETING: November 13, 2023

BUDGET IMPACT: Yes

BUDGET IMPACT AMOUNT: $243,000

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Police/Parks and Recreation

REQUESTOR: C. D. Atkinson/Crystal Dawson

COMMENTS AND RECOMMENDATIONS:

Flock Safety has designed an operating system that will allow the City of Doraville to create a real time crime center. This will greatly enhance our ability to respond and handle in-progress calls, as well as investigations. This innovative technology has been instrumental in assisting our officers solve many crimes, from locating wanted persons and stolen vehicles to assisting in homicide investigations. Additionally, this proposal includes 20 additional License Plate Reader cameras as well as 18 surveillance cameras that will be placed at various locations in City parks.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Staff requests approval of this item. Funding has been approved for this item in the FY2024 budget.

***The pricing merges the yearly cost of our current 40 Flock cameras ($100,000) with the Flock OS, 20 additional LPR cameras, and 18 surveillance cameras for the parks. By combining the initial 40 LPR cameras with the 20 additional LPR's, we were able to get the cameras at $2,500/camera as opposed to Flock's new rate of $3,000/camera.

Cost:
Year 1: $243,000 (including $100,000 for 40 previous cameras)
Recurring: $219,000

Flock Safety + City of Doraville

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Robert Lacey
robert.lacey@flocksafety.com
4047717733

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	City of Doraville	Initial Term:	24 Months
Legal Entity Name:	City of Doraville	Renewal Term:	24 Months
Accounts Payable Email:	chuck.atkinson@doravillega.us	Payment Terms:	Net 30
Address:	3750 Park Ave Doraville, Georgia 30340	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$54,000.00**
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	18	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Condor Professional Services - Standard Implementation Fee	$750.00	18	$13,500.00
		Subtotal Year 1:	$67,500.00
		Annual Recurring Subtotal:	$54,000.00
		Estimated Tax:	$0.00
		Contract Total:	$121,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$67,500.00
Annual Recurring after Year 1	$54,000.00
Contract Total	$121,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: City of Doraville**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Flock Safety + City of Doraville

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Robert Lacey
robert.lacey@flocksafety.com
4047717733

flock safety

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Legal Entity Name:	City of Doraville	Renewal Term:	24 Months
Accounts Payable Email:	chuck.atkinson@doravillega.us	Payment Terms:	Net 30
Address:	3750 Park Ave Doraville, Georgia 30340	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

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FlockOS Features & Description

Package: Community

FlockOS Features	Description

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FLOCK GROUP, INC.	**Customer: City of Doraville**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Lexipol Policy and Certification Solutions

DATE OF MEETING: November 13, 2023

BUDGET IMPACT: Yes

BUDGET IMPACT AMOUNT: $30,750

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Police

REQUESTOR: C. D. Atkinson

COMMENTS AND RECOMMENDATIONS:

Lexipol provides State-specific policies that have been vetted by law enforcement and public safety attorneys. They continuously monitor legislation (federal and state), case law and evolving best practices, and provide timely updates and recommendations to policies. Lexipol will allow us to continuously maintain, update, train and improve police department policies at a level far superior to what our current resources allow for. This resource will greatly enhance the police department's ability to carry out its mission by saving money, reducing liability, and increasing accountability and efficiency. Lexipol also serves as a platform to manage the Police Department's State certification (https://gachiefs.com/state-certification/) to ensure the Department meets the highest standards of modern policing. Lexipol also has a training component, which will ensure our officers are regularly trained on high-liability policies and procedures.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Staff requests approval of this item. Funding of this item has been approved in the FY2024 budget.

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	City of Doraville 3725 Park Ave Doraville, Georgia 30340
Agency's Sourcewell Member ID:	2193
Attention:	Captain Jason Deyette
Sales Rep: Lexipol's Address:	Allen Payne 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Doraville		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Subscription - Policy - Fiscal 2024

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 10/1/2023 End: 9/30/2024)	USD 16,294.00	5%	USD 814.70	USD 15,479.30
1	Annual Law Enforcement Supplemental Manual(s) (Start: 10/1/2023 End: 9/30/2024)	USD 1,574.00	5%	USD 78.70	USD 1,495.30
	Subscription Line Items Total			**USD 893.40**	**USD 16,974.60**
				USD 893.40	**USD 16,974.60**

Subscription - Policy - Fiscal 2024 Sourcewell Discount:	USD 893.40
Subscription - Policy - Fiscal 2024 TOTAL:	USD 16,974.60

One Time Implementation - 1st Year only

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Agency-Specific Content Extraction	USD 5,180.00	20%	USD 1,036.00	USD 4,144.00
1	Law Enforcement Standard Policy Cross-Reference	USD 4,940.00	20%	USD 988.00	USD 3,952.00
1	Law Enforcement Full Implementation	USD 26,016.00	20%	USD 5,203.20	USD 20,812.80
	One-Time Line Items Total			**USD 7,227.20**	**USD 28,908.80**
				USD 7,227.20	**USD 28,908.80**

One Time Implementation - 1st Year only Sourcewell Discount:	USD 7,227.20
One Time Implementation - 1st Year only TOTAL:	USD 28,908.80

Subscription - Policy - Fiscal 2025

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 10/1/2024 End: 9/30/2025)	USD 16,294.00	2%	USD 325.88	USD 15,968.12

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s) (Start: 10/1/2024 End: 9/30/2025)	USD 1,574.00	2%	USD 31.48	USD 1,542.52
	Subscription Line Items Total			**USD 357.36**	**USD 17,510.64**
				USD 357.36	**USD 17,510.64**

Subscription - Policy - Fiscal 2025 Sourcewell Discount:	USD 357.36
Subscription - Policy - Fiscal 2025 TOTAL:	USD 17,510.64

*Cross Reference Professional Services pricing is based on 450 pages.

Initial Term
Contract start date of October 1st.
Split billing on two-year contract. Year one cost $30,750, year two cost $32,644.04.

Discount Notes
5% Sourcewell
20% Implementation State Incentive

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. A party may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes, subject to the prior approval in writing of the other party.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. To the extent permitted by law, Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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DORAVILLE, GEORGIA
COUNTY OF DEKALB
STATE OF GEORGIA

RESOLUTION NO. 2023 - _____

A RESOLUTION OF NECESSITY PREREQUISITE TO THE EXERCISE OF POWERS UNDER THE URBAN REDEVELOPMENT LAW

WHEREAS, the Urban Redevelopment Law of the State of Georgia (O.C.G.A. § 36-61-1, *et seq.*), as amended ("Urban Redevelopment Law"), requires the City of Doraville, Georgia ("City"), as a condition to the exercise of any powers conferred upon the City by the Urban Redevelopment Law, to adopt a resolution finding that a "pocket of blight" (as defined under the Urban Redevelopment Law) exists in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City; and

WHEREAS, after careful study and investigation, the City desires to exercise its powers conferred upon the City by the Urban Redevelopment Law; and

WHEREAS, the City is home to a regional fuel terminal which provides fuel storage and distribution in the north metro area of Atlanta ("Regional Fuel Terminal) along with a solid waste facility which gathers and redistributes waste in the north metro Atlanta area ("Solid Waste Facility"); and

WHEREAS, the excess traffic in high weight vehicles servicing the Regional Fuel Terminal and Solid Waste Facility has caused disproportionate wear and tear to certain roads used to receive and distribute fuel and solid waste ("Impacted Roads").

WHEREAS, due to the disproportionate wear and tear to the Impacted Roads, the City has incurred significant additional costs of repair and maintenance to maintain the Impacted Roads in serviceable condition, and the disproportionate cost of maintenance and repair is expected to continue; and

WHEREAS, pursuant to Article IX, Section II, Paragraph VI of the Georgia Constitution, the City adopted Ordinance 2023-29 creating a Special Service District ("Special Service District") to offset the excess costs of repair and maintenance on those certain public roads within the declared boundaries of the Special Service District; and

WHEREAS, within the Special Service District are areas of blight that are basically coterminous with the geographical boundaries of the Special Service District and the City desires to declare them as such pursuant to the provisions of the Urban Redevelopment Law to rehabilitate, conserve, and/or redevelop such blighted area in the interest of the public health, safety, morals or welfare of the residents of the City;

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

Section 1. The City hereby finds, determines, and declares that one or more pockets of blight exists in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

Section 2. The City has identified geographic boundaries that contain blight and can be described as those certain areas lying within the corporate bounds of the City, the boundaries of which shall be conterminous with those of the Special Service District and as identified in Exhibit A.

Section 3. The City hereby authorizes the Urban Redevelopment Agency of the City to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution pursuant to the Urban Redevelopment Law.

ADOPTED AND EFFECTIVE this _____ day of November, 2023.

CITY OF DORAVILLE, GEORGIA

_____
Joseph Geierman, Mayor

ATTEST:

_____ (SEAL)
City Clerk

EXHIBIT A

GEOGRAPHIC BOUNDARIES OF BLIGHTED AREA
(SPECIAL SERVICE DISTRICT)

CITY CLERK'S CERTIFICATE

The undersigned City Clerk to the City Council of Doraville, Georgia (the "City Council") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2023 by the City Council in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City Council, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City Council, which is in my custody and control.

GIVEN under my hand and the seal of the City Council, this _____, 2023.

_____
City Clerk

(SEAL)

MEMORANDUM

TO: City Council

FROM: Chris Eldridge, City Manager and Cecil McLendon, Jr., City Attorney

SUBJECT: A Resolution of Necessity Prerequisite to the Exercise of Powers under the Urban Redevelopment Law

DATE: November 13, 2023

Background

Doraville is home to a regional fuel terminal which provides fuel storage and distribution in the north metro area of Atlanta ("Regional Fuel Terminal") along with a solid waste facility which gathers and redistributes waste in the north metro Atlanta area ("Solid Waste Facility"). The excess traffic in high weight vehicles servicing the Regional Fuel Terminal and Solid Waste Facility has caused disproportionate wear and tear to certain roads used to receive and distribute fuel and solid waste ("Impacted Roads").

Due to the disproportionate wear and tear to the Impacted Roads, the City has incurred significant additional costs of repair and maintenance to maintain the Impacted Roads in serviceable condition, and the disproportionate cost of maintenance and repair is expected to continue. In June, 2023, as subsequently amended, the City adopted an ordinance creating a Special Service District and assessment to offset the excess costs of repair and maintenance on the Impacted Roads.

Discussion

Within the Special Service District are areas of blight that are coterminous with the geographical boundaries of the Special Service District. The Urban Redevelopment Law of the State of Georgia requires the City, as a condition to the exercise of any powers conferred upon the City by the Urban Redevelopment Law, to adopt a resolution finding that a "pocket of blight" (as defined under the Urban Redevelopment Law) exists in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City.

Adopting the attached resolution will authorize the City to exercise any powers conferred upon the City pursuant to the provisions of the Urban Redevelopment Law.

Recommendation

Staff recommends that Council adopt the attached resolution defining the "pocket of blight" and declaring that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City, which is a prerequisite to the exercise of powers under the Urban Redevelopment Law.

Attachment

Resolution with exhibit indicating geographical boundaries of "pocket of blight" (coterminous with Special Service District).

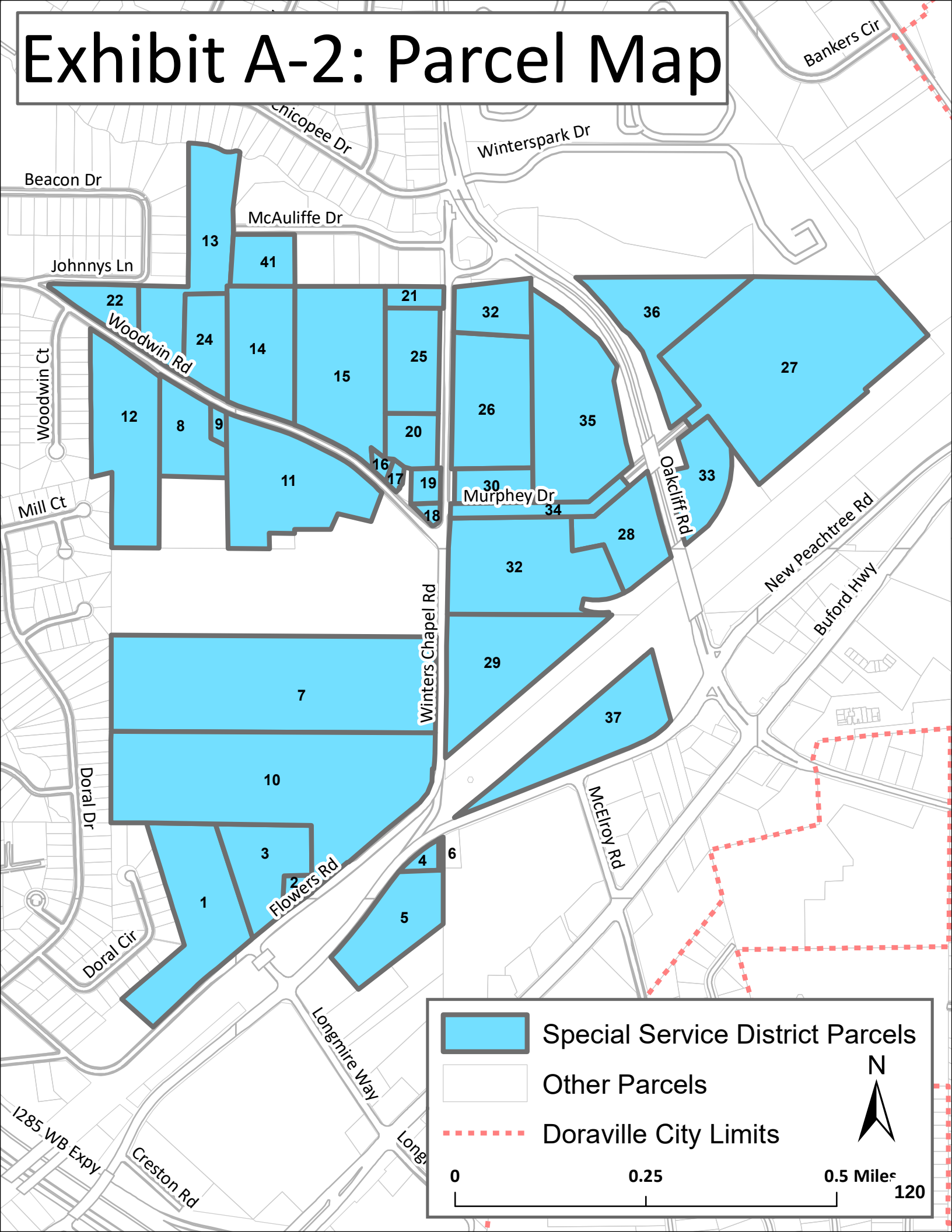
EXHIBIT A-1

TANK FARM SPECIAL SERVICE DISTRICT

PARCEL LIST

NO	PARCEL ID	SITE ADDRESS	OWNER NAME
1	18 321 15 050	3877 Flowers Road Doraville, GA 30360	CITGO PETROLEUM CORPORATION
2	18 321 15 055	3871 Flowers Road Doraville, GA 30360	CITGO PETROLEUM CORP
3	18 321 15 062	3873 Flowers Road Doraville, GA 30360	CITGO PETROLEUM CORP
4	18 321 17 001	6329 New Peachtree Road Doraville, GA 30340	MPLX TERMINALS LLC
5	18 321 17 005	6293 New Peachtree Road Doraville, GA 30340	MPLX TERMINALS LLC
6	18 321 17 006	6331 New Peachtree Road Doraville, GA 30340	MPLX TERMINALS LLC
7	18 336 01 001	4064 Winters Chapel Road Doraville, GA 30360	KM PHOENIX HOLDINGS LLC
8	18 336 01 003	2765 Woodwin Road Doraville, GA 30360	MANSFIELD ENERGY PARTNERS
9	18 336 01 004	2779 Woodwin Road Doraville, GA 30360	COX KENNETH O
10	18 336 01 051	4026 Winters Chapel Road Doraville, GA 30360	STANDARD OIL CO
11	18 336 01 060	2797 Woodwin Road Doraville, GA 30360	BUCKEYE SE TERMINALS LP
12	18 336 01 102	2715 Woodwin Road Doraville, GA 30360	AMERIGAS PROPANE L P
13	18 336 02 002	2770 Woodwin Road Doraville, GA 30360	J R MABBETT & SON INC
14	18 336 02 003	2794 Woodwin Road Doraville, GA 30360	BUCKEYE SE TERMINALS LP
15	18 336 02 006	2836 Woodwin Road Doraville, GA 30360	TRANSMONTAIGNE OPERATING CO
16	18 336 02 007	2846 Woodwin Road Doraville, GA 30360	TRANSMONTAIGNE OPERATING COMPANY LP
17	18 336 02 008	2854 Woodwin Road Doraville, GA 30360	TRANSMONTAIGNE OPERATING CO
18	18 336 02 009	4142 Winters Chapel Road Doraville, GA 30360	BUCKEYE SE TERMINALS LP
19	18 336 02 010	4154 Winters Chapel Road Doraville, GA 30360	911 REAL ESTATE INVESTMENT LLC
20	18 336 02 011	4182 Winters Chapel Road Doraville, GA 30360	K AND P SERVICES LLC
21	18 336 02 012	4242 Winters Chapel Road Doraville, GA 30360	DUMOND HOLDINGS LLC
22	18 336 02 013	2766 Woodwin Road Doraville, GA 30360	J R MABBETT & SON INC
24	18 336 02 015	2784 Woodwin Road Doraville, GA 30360	DORAVILLE TRANSFER STATION LLC
25	18 336 02 016	4200 Winters Chapel Road Doraville, GA 30360	ENOTSYEK PROPERTIES LLC
26	18 337 01 001	4201 Winters Chapel Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
27	18 337 01 002	4149 Winters Chapel Road Doraville, GA 30360	BUCKEYE SE TERMINALS LP
28	18 337 01 003	4139 Winters Chapel Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
29	18 337 01 004	4069 Winters Chapel Road Doraville, GA 30360	PAPER RECYCLING INC
30	18 337 01 006	4159 Winters Chapel Road Doraville, GA 30360	MCSHERRY JOHN H JR
31	18 337 01 008	4171 Winters Chapel Road Doraville, GA 30360	JT FAMILY GROUP INC
32	18 337 01 013	4127 Winters Chapel Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
33	18 337 01 014	2906 Oakcliff Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
34	18 337 01 015	4143 Winters Chapel Road Doraville, GA 30360	BUCKEYE SE TERMINALS LP
35	18 337 01 016	4219 Winters Chapel Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
36	18 337 01 017	4218 Winters Chapel Road Doraville, GA 30360	MOTIVA ENTERPRISES LLC
37	18 337 07 001	6410 New Peachtree Road Doraville, GA 30340	KM PHOENIX HOLDINGS LLC
41	18 341 01 157	2765 McAuliffe Drive Doraville, GA 30360	OSI 4266 WINTERS CHAPEL LLC

Exhibit A-2: Parcel Map



MEMORANDUM

TO: Mayor and City Council

FROM: Chris Eldridge, City Manager and Cecil McLendon, Jr., City Attorney

SUBJECT: Resolution Requesting that Tax Commissioner Remove Certain Parcels from the Special Service District Created by Ordinance 2023-29, as amended

DATE: November 15, 2023

Summary

On June 21, 2023, the Mayor and Council adopted Ordinance 2023-29 creating a special service district ("Special Service District") within the City of Doraville, Georgia ("City") to offset the cost of disproportionate wear and tear to certain roads caused by excess traffic in high weight vehicles receiving and distributing fuel and solid waste for the properties in the Special Service District area.

At the June 21, 2023 City Council Meeting, a map entitled Special Service District and Parcel List was adopted as Exhibit "A" to the Ordinance.

On October 18, 2023, the Mayor and Council adopted Ordinance 2023-__ which amended the Exhibit "A" adopted on June 21, 2023 thereby coordinating the correct parcels in the Special Service District, and eliminating certain parcels from the Special Service District. At that time, the Mayor and Council expressed its intention that the elimination of parcels should be retroactive.

The attached resolution will direct the DeKalb County Tax Commissioner to proceed with retroactively eliminating the parcels from the Special Service District and to adjust the 2023 tax bills deleting the eliminated parcels, and to take all steps necessary to eliminate the 2023 billing of taxes for the Special Service District assessments on such parcels.

Upon approval, the proposed Resolution attached will be sent to the DeKalb County Tax Commissioner to instruct them on the handling of the parcels being removed from the Special Service District.

STATE OF GEORGIA
CITY OF DORAVILLE

RESOLUTION NO. _____

A RESOLUTION REQUESTING THAT THE DEKALB COUNTY TAX COMMISSIONER RETROACTIVELY REMOVE CERTAIN PARCELS FROM THE SPECIAL SERVICE DISTRICT IN THE CITY OF DORAVILLE CREATED ON JUNE 21, 2023 BY ORDINANCE NO. 2023-29, AS AMENDED BY ORDINANCE NO. 2023-__ ON OCTOBER 18, 2023.

WHEREAS, on June 21, 2023, the Mayor and Council adopted Ordinance 2023-29 creating a special service district ("Special Service District") within the City of Doraville, Georgia ("City") to offset the cost of disproportionate wear and tear to certain roads caused by excess traffic in high weight vehicles receiving and distributing fuel and solid waste for the properties in the Special Service District area; and

WHEREAS, the Special Service District area consists of numerous independently operated parcels which house both storage and distribution facilities for fuel and solid waste; and

WHEREAS, on October 18, 2023, City Council Meeting, the Mayor and Council adopted Ordinance 2023-29 to amend the map and parcel list to: (1) properly reflect the properties which should be included within the Special Service District area, and (2) retroactively eliminate certain parcels from the Special Service District; and

WHEREAS, the parcels that the Mayor and Council removed from the Special Service District and request that the DeKalb County Tax Commissioner reverse any taxation for the Special Service District, are set forth on Exhibit "A" attached hereto (the "Removed Parcels"); and

WHEREAS, the Mayor and Council request the staff to coordinate with the DeKalb County Tax Commissioner to effect the retroactive elimination of the Removed Parcels from the Special Service District and ensure that any taxation of such parcels is reversed; and

WHEREAS, this Resolution is intended to clearly communicate to the DeKalb County Tax Commissioner that the Mayor and Council request that the Removed Parcels: (1) be retroactively eliminated from the Special Service District; and (2) that any taxation of such parcels be reversed.

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

Section I

That the Doraville City Council hereby requests that the Removed Parcels attached hereto as Exhibit "A": (1) be retroactively eliminated from the Special Service District created June 21, 2023, by Ordinance 2023-29 as amended on October 18, 2023, by Ordinance 2023-39; and (2) that any taxation of such parcels be reversed.

Section II. Effective Date.

This Resolution shall become effective immediately upon its adoption by the Mayor and Council of the City of Doraville.

IT IS ORDERED that a copy of this resolution be transmitted to the Tax Commissioner of DeKalb County, Georgia.

SO ORDAINED this _____ day of _____.

CITY OF DORAVILLE, GEORGIA

_____
HONORABLE JOSEPH GEIERMAN
Mayor, City of Doraville

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Cecil G. McLendon, Jr.
City Attorney

ATTEST:
OFFICE OF THE CITY CLERK

_____
Shanta Bingham, City Clerk

EXHIBIT A

REMOVED PARCELS

EXHIBIT A-1

TANK FARM SPECIAL SERVICE DISTRICT

REMOVED PARCEL LIST

NO	PARCEL ID	SITE ADDRESS	OWNER NAME
23	18 336 02 014	2862 Woodwin Road Doraville, GA 30360	911 REAL ESTATE INVESTMENT LLC
38	18 341 01 152	4264 Winters Chapel Road Doraville, GA 30360	SJ HEAVEN LLC
39	18 341 01 154	2845 McAuliffe Drive Doraville, GA 30360	SMITH INVESTMENTS LLC
40	18 341 01 155	2835 McAuliffe Drive Doraville, GA 30360	BURGE JERRY DEAN
42	18 341 01 159	2821 McAuliffe Drive Doraville, GA 30360	4264 D LLC
43	18 341 01 026	2789 McAuliffe Drive Doraville, GA 30360	MORGAN LLC

Exhibit A-2: Map of Parcels Removed

