



CITY COUNCIL MEETING

Donna Pittman-Mayor

Robert J. Patrick-District 1
Trudy Jones Dean – District 2
Karen Pachuta – District 3

Pam Fleming – District 1
Brian Bates – District 2
Maria Alexander – District 3
Mayor Pro-Tem

AGENDA

March 4, 2013 6:30 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. EXECUTIVE SESSION
4. CEREMONIAL PRESENTATIONS, CITY ANNOUNCEMENTS, SPECIAL GUESTS:
5. ROLL CALL
6. APPROVAL OF MINUTES:

February 4, 2013.

7. PUBLIC COMMENTS ON AGENDA ITEMS

8. REPORTS: DEPARTMENTS

- a) Mayor
- b) City Attorney
- c) Stormwater
 - MS4 Green Infrastructure Ordinance Update
- d) Police
- e) Courts
- f) Public Works
- g) Library
- h) Parks & Recreation
 - Pool Contract Extension
- i) City Hall
 - Resolution Supporting Downtown Development Authority Start-Up Funding
 - Urban Redevelopment Plan Amendment (Peachtree Pavilion) Public Hearing
- j) Planning & Zoning
- k) IT Department
- l) Finance
 - Second Read on Proposed Budget Amendment Ordinance
 - Second Read – Ordinance to Revise Section 4 of the Doraville Employee Manual

9. PUBLIC HEARING

- Special Use Permit (Conditional Use Permit) for New for new Cell Tower at 5788 South Peachtree Road represented by David Kirk, Esq. Troutman Sanders LLP for TowerCom V, LLC.

- Public Hearing for City Initiated Rezoning of Property located at 4473 Tilly Mill Road, Doraville, Ga., Parcel # 18 342 05 004
- Public Hearing on Amendment to Zoning Code to delete as permitted uses certain uses related to water and waste treatment from the M-1 and M-2 zoning districts.

10. OLD BUSINESS

- Second Read/Final Adoption Ordinance to Revise City Charter for City Manager Transition- City Attorney Cecil McLendon
- Sanitation Responsibilities- Councilmember Pam Fleming
- Opportunity Zones- Councilmember Robert Patrick

11. NEW BUSINESS

- Review and Revision of Sec 23-501 through 506- Councilmember Robert Patrick
- Paperwork Reduction Act- Councilmember Robert Patrick
- Employment Verification Policy for Former Employees- Councilmember Trudy Jones Dean
- Communication between City Manager, Council and Mayor regarding Personnel Issues- Councilmember Trudy Jones Dean

12. EXECUTIVE SESSION

13. REPORTS; COMMITTEES, COMMISSIONS, BOARDS AND APPOINTMENTS

14. PUBLIC COMMENTS

15. ADJOURNMENT



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: MS4 Green Infrastructure
Ordinance Update

Date of Meeting: March 4, 2013

Budget Impact: No

Budget Impact Amount:

Funding Source:

() Annual

() Capital

() N/A

Regular Meeting (X)

Work Session ()

Recommendation ()

Policy/Discussion ()

Report ()

Other ()

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Action Requested: Second read and approval of ordinance

History, Facts, Issues: The GA EPD requires the City to update ordinances to include green infrastructure and low impact development (LID) options as part of the Stormwater permit (NPDES MS4 permit) requirements.

Options:

Recommended Action: Second read and approval of ordinance

Department: Stormwater

Department Head: S Strickland

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2013-__

AN ORDINANCE TO REVISE CHAPTER 5 (“BUILDINGS AND BUILDING REGULATIONS”), CHAPTER 6.5 (“ENVIRONMENT”) AND CHAPTER 17.5 (“SUBDIVISION REGULATIONS”) TO REVISE REGULATIONS REGARDING COMPLYING WITH MS4 GREEN INFRASTRUCTURE AND LOW IMPACT DEVELOPMENT REVIEW; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; TO PROVIDE FOR CODIFICATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

WHEREAS, the Mayor and Council for the City of Doraville are charged with protecting the health, safety and welfare of the citizens of the City; and

WHEREAS, the City is a holder of an MS4 permit that authorizes the City to issue regulations for the protection of the environmental and stormwater infrastructure of the City; and

WHEREAS, the preservation and restoration of natural landscape features (such as forest and floodplains) are critical components of green stormwater infrastructure; and

WHEREAS, from time and time the City is charged with reviewing its codes and ordinances to ensure that use of green infrastructure or low impact development techniques are not prohibited or impeded; and

WHEREAS, the Mayor and Council, following said review by the City’s Stormwater maintenance staff, wishes to make certain changes to the City Code, chapters 5, 6.5 and 17.5, in order to add incentives for implementing LID practices.

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

Section 1

That the Code of Ordinances for the City of Doraville, Georgia, is hereby amended by revising Chapter 5 (“Buildings and Building Regulations”), Article III (“Other Building Regulations”), Section 5-64, to read as follows:

Sec. 5-64. Maintenance of exterior premises.

The exterior of the premises and all structures thereon shall be kept free of all nuisances, and any hazards to the safety of the occupant, pedestrians and other persons utilizing the premises, and free of unsanitary conditions, and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include but are not limited to the following:

- (1) Refuse. Brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash and debris.*
- (2) Natural growth. Dead and dying trees and limbs or other natural growth which, by reason of rotting or deteriorating conditions or storm damage, constitute a hazard to persons in the vicinity thereof. Trees shall be kept pruned and trimmed to prevent such conditions.*
- (3) Overhangings. Loose and overhanging objects, and accumulations of ice and snow, which by reason of location above ground level constitute a danger of falling on persons in the vicinity thereof.*
- (4) Ground surface hazards or unsanitary conditions. Holes, excavations, breaks, projections, obstructions, icy conditions, uncleared snow and excretion of pets and other animals on paths, walks, driveway, parking lots and parking areas and other parts of the premises which are accessible to the public shall be filled and*

repaired, walks and steps replaced and other conditions removed where necessary to eliminate hazards or unsanitary conditions with reasonable dispatch upon their discovery. This provision does not apply to single-family dwellings.

- (5) *Recurring accumulations of stormwater. Adequate run-off drains or grassed swales shall be provided and maintained to eliminate any recurrent or excessive accumulation of stormwater.*
- (6) *Sources of infestation. Sources of infestation shall be removed from the premises.*
- (7) *Foundation walls. Foundation walls shall be kept structurally sound, free from defects and damage and capable of bearing imposed loads safely.*
- (8) *Chimneys, flue and vent attachments. Chimneys and all flue and vent attachments thereto shall be maintained structurally sound and free from defects, and be so maintained as to capably perform at all times the functions for which they were designed. Chimneys, flues, gas vents or other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, and shall be structurally safe, durable, smoketight and capable of withstanding the action of flue gases.*
- (9) *Exterior porches, landings, balconies, stairs, fire escapes. Exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept structurally sound, in good repair, and free from defects.*

Section 2

That the Code of Ordinances for the City of Doraville, Georgia, is hereby further amended by revising Chapter 6.5 (“Environment”), Article II (“Stormwater Quality Management”), Sections 6.5-28 and 6.5-34, to read as follows:

Sec. 6.5-28. Definitions.

.....

City of Doraville municipal separate storm sewer system shall mean a stormwater conveyance or system of stormwater conveyances which is:

- (1) Owned, or maintained by the City of Doraville, or located therein; and*
- (2) Designed or used for collecting or conveying stormwater;#;*
- ~~*(3) Not a combined sewer; and*~~
- ~~*(4) Not part of a publicly owned treatment works (POTW).*~~

.....

Stormwater management shall mean the collection, conveyance, storage, treatment and disposal of stormwater in a manner to meet the objectives of this chapter and which shall include a system of vegetative or structural measurers, or both, that control the increased volume and rate of stormwater and water quality impacts caused by manmade changes to the land.

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Sec. 6.5-34. Prohibited and Illicit Connections.

- (a) It is unlawful for any person to connect any stormwater conveyance of any type that discharges any matter of any nature that is not composted entirely of stormwater or such unpolluted water as exempted in accordance with the*

provisions of section 6.5-36 to the City's municipal separate storm sewer system, and such connection shall be deemed an illicit connection and constitute a violation of the provisions of this chapter.

- (b) Illicit connection must be disconnected and redirected, as necessary and appropriate, to the sanitary sewer system upon approval by the director. Any such redirection to the sanitary sewer system must be in compliance with all City ordinances and state and federal laws and regulations applicable to such discharge and connection. The requirement of disconnection of an illicit connection and redirection to the sanitary sewer system shall be supplemental to any other violation, penalty, remedy or other action taken with respect to the illicit connection.*

Section 3

That the Code of Ordinances for the City of Doraville, Georgia, is hereby further amended by revising Chapter 6.5 (“Environment”), Article IV (“Postdevelopment Stormwater Management For New Development and Redevelopment”), Sections 6.5-71(d), 6.5-73(b) and 6.5-74(g), to read as follows:

Sec. 6.5-71. General Provisions.

.....

- (d) Stormwater design manual. The City will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the ~~Dekalb County Stormwater Design Manual~~Georgia Stormwater Management Manual and any relevant local addenda, for the proper implementation of the requirements of this article. The manual may be updated*

and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.

Sec. 6.5-73. Permit procedures and requirements.

(b) Stormwater management plan requirements. The stormwater management plan shall detail how postdevelopment stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria set forth in this section 6.5-73.

~~This plan shall be in accordance with the criteria established in this subsection 6.5-73(b) and must be submitted with the stamp and signature of a professional engineer (PE) licensed in the state of Georgia.~~ This plan shall be in accordance with the criteria established in this Section and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the State of Georgia. Subsections (b), (c), (d), (e) and (f) shall be prepared under the direct supervisory control of a registered Professional Engineer, who shall seal and sign the work and who must verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklist(s) found in the stormwater design manual. Portions of the overall plan may be prepared and stamped by a registered Land Surveyor licensed in the State of Georgia as appropriate, such as boundary surveys, contour maps, and erosion and sedimentation control plans.

The stormwater management plan must ensure that the requirements and criteria in this article are being complied with and that opportunities are being taken to

minimize adverse postdevelopment stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the stormwater management site plan checklist found in the stormwater design manual. This includes:

- (1) Common address and legal description of site.*
- (2) Vicinity map.*
- (3) Existing conditions hydrologic analysis. The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each subbasin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.*
- (4) Postdevelopment hydrologic analysis. The postdevelopment hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall*

include: a topographic map of developed site conditions with the postdevelopment drainage basin boundaries indicated; total area of postdevelopment impervious surfaces and other land cover areas for each subbasin affected by the project; calculations for determining the runoff volumes that need to be addressed for each subbasin for the development project to meet the postdevelopment stormwater management performance criteria in this section 6.5-73; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If the land development activity on a redevelopment site constitutes more than fifty (50) percent of the site area for the entire site, then the performance criteria in this section 6.5-73 must be met for the stormwater runoff from the entire site.

- (5) *Stormwater management system. The description, scaled drawings and design calculations for the proposed postdevelopment stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems,*

and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the postdevelopment stormwater management performance criteria in this section 6.5-73; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.

- (6) Postdevelopment downstream analysis. A downstream peak flow analysis that includes the assumptions, results and supporting calculations to show safe passage of postdevelopment design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel*

or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is ten (10) percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.

(7) Construction-phase erosion and sedimentation control plan. An erosion and sedimentation control plan in accordance with the Doraville Erosion and Sedimentation Control Ordinance and NPDES Permit for Construction Activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.

(8) Landscaping and open space plan. A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible

for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.

- (9) *Operations and maintenance plan. Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, and responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.*
- (10) *Maintenance access easements. The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.*

- (11) *Inspection and maintenance agreements. Unless an on-site stormwater management facility or practice is dedicated to and accepted by the City as provided in subsection 6.5-73(c) below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance with subsection 6.5-73(c).*
- (12) *Evidence of acquisition of applicable local and nonlocal permits. The applicant shall certify and provide documentation to the City that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.*
- (13) *Estimate of plan annual maintenance costs. For projects requiring a stormwater management inspection and maintenance agreement, the applicant must provide an estimate of the annual maintenance cost of the stormwater management system defined in the stormwater management plan. Sufficient detail must be provided to allow the City to have reasonable confidence that the estimate is a realistic statement of probable costs.*

Sec. 6.5-74. Postdevelopment Stormwater Management Performance Criteria.

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this Article:

.....

- (g) *Drainage system guidelines. Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop*

inlets, junction boxes, headwalls, flared end sections, gutters, swales, channels, ditches, and energy dissipaters, shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public rights-of-way. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:

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- (1) Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;*
- (2) All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and*
- (3) Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.*

Section 4

That the Code of Ordinances for the City of Doraville, Georgia, is hereby further amended by revising Chapter 17.5 (“Subdivision Regulations”), Article V (“Design Standards”), Division 1 (“Streets”) Section 17.5-100, to read as follows:

Sec. 17.5-100. Right-of-way and Paving Width.

Street right-of-way and paving widths shall be as shown in the thoroughfare plan and where not shown therein shall be no less than as follows:

<i>Type</i>	<i>Right-of-way</i>	<i>Paving Width*</i>

<i>Major thoroughfare</i>	<i>100 feet minimum</i>	<i>36 feet curb to curb</i>
<i>Minor thoroughfare</i>	<i>80 feet minimum</i>	<i>36 feet curb to curb</i>
<i>Collector street</i>	<i>70 feet minimum</i>	<i>36 feet curb to curb</i>
<i>Local street</i>	<i>6045 feet minimum</i>	<i>2618 - 22 feet curb to curb</i>
<p><i>*Face-to-face of vertical curbs, and centerline-to-centerline of the valley of rolled curbs, <u>or from the edge of pavement to edge of pavement.</u></i></p>		

Section 5

That the Code of Ordinances for the City of Doraville, Georgia, is hereby further amended by revising Chapter 17.5 (“Subdivision Regulations”), Article VI (“Required Improvements”), Section 17.5-201, to read as follows:

Sec. 17.5-201. Improvements Installed by Developer.

Every developer shall be required to have installed by the appropriate county department at his own expense, or, with the approval of and under the supervision of the appropriate county department, to install all site improvements specified in the DeKalb County Code, chapter 17, subdivision, in accordance with all applicable county standards, specifications and procedures, including but not limited to the following, as shown on the approved preliminary plat:

- (a) Streets—Base and paving.*
- (b) Curbs or vegetated open channels along both sides of all streets.*
- (c) Four-foot-wide sidewalks along both sides of all streets.*

 *No change*

- (d) *Street name signs.*
- (e) *Water lines and fire hydrants.*
- (f) *Sewer lines and manholes.*
- (g) *Complete storm drainage facilities designed on the basis of one hundred (100) percent runoff in the drainage area.*
- (h) *Street lights.*

Section 6

a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of this Ordinance.

c. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or

sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 7

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 8

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

SO ORDAINED, this ___ day of _____, 2013.

CITY OF DORAVILLE, GEORGIA

Mayor

First Reading

Second Reading

ATTEST:

_____(SEAL)
Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr., City Attorney

	Yea	Nay
Maria Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Brian Bates	<input type="checkbox"/>	<input type="checkbox"/>
Pam Fleming	<input type="checkbox"/>	<input type="checkbox"/>
Karen Pachuta	<input type="checkbox"/>	<input type="checkbox"/>
Trudy Jones Dean	<input type="checkbox"/>	<input type="checkbox"/>
Robert Patrick	<input type="checkbox"/>	<input type="checkbox"/>



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Pool Contract Extension

- Regular Meeting (x)
- Work Session ()
- Recommendation ()
- Policy/Discussion ()
- Report ()
- Other ()

Date of Meeting: March 4, 2013

Budget Impact: x Y ___ N

Budget Impact Amount: \$ 28,280.00

Funding Source:

- (X) Annual
- () Capital/HOST
- () N/A

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Action Requested: Request Mayor and Council approve USA Pool for the operation of the Doraville pool for the 2013 season.

History, Facts, Issues: USA Pool operated the city pool for 2012 and did a good job. There were some issues with the new company but were able to work them out and we had a successful season. With the approval in place for 2013, we can begin planning for the upcoming season and have all operations in place for an on-time opening.

Options: (1) Approve the extension for the next 3 years at 1% increase or less (total increase of \$280.00). This option keeps in force our option to cancel with 30 days notice and must be approved on an annual basis. The Council can approve a shorter extension at a higher percentage increase for the 2013 season. (2) Approve a one (1) year extension at 3% (total increase of \$840.00) for the 2013 season.

Recommended Action: Approve USA Pools proposed extension.

Department: Parks and Recreation

Department Head: Rip Robertson

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

STATE OF GEORGIA
CITY OF DORAVILLE
COUNTY OF DEKALB

**AGREEMENT FOR SWIMMING POOL MANAGEMENT FOR THE CITY OF
DORAVILLE**

This Agreement made and entered into this the ____ day of _____, 2012, by and between USA POOLS OF GEORGIA, INC., (hereinafter referred to as "Contractor") and the CITY OF DORAVILLE, GEORGIA, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS the City desires to obtain and Contractor desires to provide Swimming Pool Management Services for the City of Doraville Pool in accordance with the provisions of this Agreement, the Request for Proposal released by the City and the RFP response by Contractor.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City hereby agree as follows:

**ARTICLE I
SCOPE OF SERVICE AND SPECIFICATIONS**

That the Contractor has agreed and by these presents does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications entitled *Scope of Services* (the "Scope of Services"), a copy of which is attached hereto as Exhibit "A" and incorporated herein, which together with the Request for Proposal issued by the City and the proposal for said Scope of Services submitted by the Contractor shall all form essential parts of this Agreement. In even of a conflict between this Agreement and the Contractor's proposal, the terms of this Agreement shall control.

**ARTICLE II
DURATION OF AGREEMENT**

The term of this Agreement shall be from the date of execution until its termination on April 30, 2013. Further, the Scope of Services in Exhibit A shall control as to the timelines for Contractor's performance of all the services under this Agreement. Contractor agrees to complete all services in accordance with the timeline in the Scope of Services.

**ARTICLE III
CONSIDERATION FOR AGREEMENT**

The Contractor will be paid for the goods and services pursuant to this Agreement in accordance with the stated Cost Proposal, as attached hereto as Exhibit "B," and incorporated

herein. Unless clearly stated otherwise in the Agreement, all prices are firm and fixed and are not subject to variation and shall be firm throughout the term of this Agreement. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Agreement, the Contractor shall not be entitled to any compensation under the Agreement until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- A. Contractor represents that it has paid occupation tax to do business or is otherwise exempt.
- B. Contractor represents that it has provided a copy of its Workman's Compensation Certificate to the City or is otherwise exempt.
- C. Contractor will maintain or carry in-force liability insurance in the amount of at least two million (\$2,000,000.00) per occurrence and an umbrella policy of at least eight million (\$8,000,000.00) per occurrence. This insurance is non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the City. Cancellation of this insurance will be considered a breach of this Agreement.
- D. Employers Liability Insurance, covering all employees of the Contractors, with a liability limit of at least Five Hundred Thousand Dollars(\$500,000.00) each accident for bodily injury, \$500,000.00 each employee for bodily injury by disease and \$500,000.00 policy limit for bodily injury by disease.
- E. Comprehensive Automobile Liability insurance, covering bodily injuries in limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per accident and for property damage of not less than One Hundred Thousand Dollars (\$100,000.00) per accident, providing coverage for any accident arising out of or resulting from the operation, maintenance or use by the Contractor on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- F. The lead firm and sub-consultants must be pre-qualified by Georgia Department of Transportation in their respective areas of practice.

ARTICLE V

CONFIDENTIAL INFORMATION

5.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Agreement. The Contractor shall presume that all information received pursuant to the Agreement is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Agreement; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Agreement. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Agreement.

5.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Agreement or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the request of the City.

5.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

5.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

5.5 Survives Termination. The Contractor's confidentiality obligation under the Agreement shall survive termination of the Agreement.

ARTICLE VI INDEPENDENT CONTRACTOR

6.1 The Contractor shall be an independent contractor. The Contractor is not an employee, agent or representative of the City of Doraville. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Doraville Representative within ten (10) days after issuance.

6.2 Inasmuch as the City of Doraville and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any Agreements or agreements the Contractor enters into on behalf of the City of Doraville without the express knowledge and prior written consent of the City.

ARTICLE VII INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, its agents, officers and employees from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Agreement except for such claims that arise from City's actions.

The City agrees to indemnify, hold harmless and defend the Contractor, its agents, officers and employees, to the extent permitted by law, from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the City, its agents, subcontractors or employees in the performance of this Agreement except for such claims that arise from Contractor's actions.

ARTICLE VIII TERMINATION

8.1. Immediate Termination. This Agreement will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Agreement, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Agreement for any one or more of the following reasons effective immediately without advance notice:

- (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect;

- (ii) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Agreement or the bidding process which is materially false, deceptive, incorrect or incomplete.

8.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Agreement:

- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Agreement or is in violation of a material provision of the Agreement, including, but without limitation, the express warranties made by the Contractor;
- (ii) The City determines that satisfactory performance of the Agreement is substantially endangered or that a default is likely to occur;
- (iii) The Contractor fails to make substantial and timely progress toward performance of the Agreement;
- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or State law to the extent allowed by applicable federal or State law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or State law;
- (v) The Contractor has failed to comply with applicable federal, State and local laws, rules, ordinances, regulations and orders when performing within the scope of the Agreement;
- (vi) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the City, or a third party.

8.3. Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (i) Immediately terminate the Agreement without additional written notice; and/or

- (ii) Procure substitute goods or services from another source and charge the difference between the Agreement and the substitute Agreement to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

8.4. Termination Upon Notice. Following thirty (30) days' written notice, the City may terminate the Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Agreement to the City up to and including the date of termination.

8.5. Termination Due to Change in Law. The City shall have the right to terminate this Agreement without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The City's authorization to operate is withdrawn or there is a material alteration in the programs administered by the City; and/or
- (ii) The City's duties are substantially modified.

8.6. Payment Limitation in Event of Termination. In the event of termination of the Agreement for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to the Agreement or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Agreement in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement.

8.7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (i) Cease work under the Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Agreement, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Agreement;

- (iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

ARTICLE IX
MISCELLANEOUS

- A. If applicable, title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the City.
- B. This Agreement in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.
- C. If any conflicts between this Agreement and Contractor's Proposal arise, the terms of this Agreement are deemed to absolutely prevail.
- D. This Agreement and the exhibits attached hereto, constitute the entire Agreement and understanding between the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- E. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- F. This Agreement may not be assigned by either Party unless approved by each Party in writing.
- G. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to Contractor:

USA Pools of Georgia, Inc.
Attn: Shelia Camcam, Account Executive
1073 Green Street
Roswell, Georgia 30075

As to City:

City of Doraville
3725 Park Avenue

Doraville, GA 30340-1111
Attn: City Clerk

or such address as shall be furnished by notice to the other parties.

- H. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- I. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. The Superior Court of DeKalb County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Agreement. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within DeKalb County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- J. Contractor has the following number of employees:
- 500 or more employees
 - 100 or more employees
 - Fewer than 100 employees

Contractor agrees that, in the event Contractor employs or contracts with any SubContractor(s) in connection with the covered Agreement, Contractor will secure from the SubContractor(s) such SubContractor(s)' indication of the employee-number category applicable to the SubContractor.

Contractor attests compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the execution of the Contractor affidavit attached as Exhibit "C" as shown in Rule 300-10-1-.07, or a substantially similar Contractor affidavit, which document is attached to and made a part of this Agreement as Exhibit "C."

- K. Contractor agrees that, in the event Contractor employs or contracts with any Subcontractor(s) in connection with the covered Agreement, Contractor will secure from such Subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the Subcontractor's execution of the Subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar Subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such Subcontractor affidavit included with this Agreement as Exhibit "D" shall be made a part of the Contractor/Subcontractor agreement.

L. **Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor, including its subcontractors, shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

M. **Amendments in Writing.** No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

N. **Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification herein above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

O. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Agreement. The Agreement is intended only to benefit the City and the Contractor.

P. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

Q. **Force Majeure** Neither party shall be in default under the Agreement if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Agreement.

R. **Additional Terms.** Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE X
SPECIAL TERMS AND CONDITIONS

None.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

(SEAL)

“Contractor”

By: _____

Name: _____

By: _____

Name: _____

Corporate Secretary

“CITY”

(SEAL)

Mayor Donna Pittman

ATTEST:

Sandra Bryant, Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, City Attorney

EXHIBIT A - SCOPE OF SERVICES

POOL OPENING

The CONTRACTOR will render the swimming pool operational by completing the following services:

1. CONTRACTOR will purchase and install ADA regulated pool lift for handicap accessibility prior to pool opening.
2. CONTRACTOR will reinstall diving board with OWNER hardware, guard chairs and ladders.
3. Inspect the pool and pool plumbing.
4. Check pool equipment.
5. Check pool inventory.
6. CONTRACTOR will advise owner of needed repairs to the pool upon execution of this contract.
7. Clean swimming pool deck (no landscaping, no pressure washing).
8. Clean bathhouse.
9. Underwater lights will be visibly inspected to insure operation.
10. Clean and fold pool cover(s) and store within pool enclosure.
11. Clean deck with air blower.
12. Order, store and administer necessary chemicals for:
 - a. Free Chlorine
 - b. Total Alkalinity
 - c. PH
 - d. Stabilizer
 - e. Calcium Hardness
13. Start filtration system.
14. Perform requisite repair work as needed
15. Coordinate inspection with local Environmental Health Dept. Inspection Fees not included.

SUMMER MAINTENANCE OF POOL

CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department recognized safety rules.
- C. CONTRACTOR will be responsible for gate control and wading pool safety.
- D. CONTRACTOR will perform other cleaning functions as necessary to maintain the pool.

1. Vacuum pool
2. Brush pool
3. Clean skimmer baskets
4. Clean waterline tile
5. Backwash filtration system
6. Remove facility trash to owner's onsite facility
7. Fill water to proper level
8. Inspect filtration equipment to ensure proper operation
9. Test balance and adjust pool chemistry
10. Clean and restock restrooms if applicable

CONTRACTOR will advise the OWNER of needed repairs prior and during the operating period. All repairs needed to render the pool operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.

CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area. Storm related cleanup, vandalism, fecal treatment, etc. will be billed separately.

OWNER is responsible for county required daily chemical checks and will make arrangements for those checks to occur on all days outside of the scope of contract.

WADING POOL

The supervision and safeguarding of users of the wading pool shall be the responsibility of the CONTRACTOR. CONTRACTOR agrees to maintain the wading pool and, where applicable, to maintain water chemistry.

WINTER MAINTENANCE OF POOL

All regularly scheduled winter maintenance will be performed at the swimming pool at the rate of two visits per month unless specifically noted/edited in Part 1 of this agreement. Duties include:

1. Vacuum: if pool does not utilize a safety cover
2. Clean skimmer baskets if filter is operational
3. Utilize leaf blower on swimming pool deck area
4. Clean waterline tile if uncovered
5. Perform pool water testing and balance
6. Backwash filtration system if operational
7. Prepare field report

CONTRACTOR will advise the OWNER of needed repairs prior and during the operating period. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.

Contractor cannot be held liable for any hydrostatic conditions that may cause damage to the pool structure and surrounding area. Storm related cleanup, vandalism, fecal treatment, etc. will be billed separately.

OWNER is responsible for county required daily chemical checks (if applicable) and will make arrangements for those checks to occur on all days outside of the scope of contract as detailed in this agreement.

SWIMMING POOL CLOSURE

CONTRACTOR will perform the following services necessary to close the swimming pool:

1. Backwash and drain filters
 2. Drain all pumps, hair / lint strainers that require draining
 3. Open all valves to appropriate settings
 4. Secure and store automatic chemical feeder if applicable
 5. Drain and store hoses, rails, and ladders
 6. Store deck furniture within pool enclosure
 7. Cover skimmer lids with plastic, remove and store all other skimmer parts
 8. Re-install pools cover
 9. Remove and store all removable ladders, handrails and lifeguard chair at OWNERS request
 10. Upon completion of closure, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies
- Owner shall inform CONTRACTOR if filtration system is to remain operational for the winter season.

Owner shall be responsible for winterizing all other areas including restrooms. Owner shall be responsible for informing contractor of all isolated or concealed drain valves.

CHEMICALS AND SUPPLIES

CONTRACTOR will supply chemicals necessary to adjust the water chemistry in the pool to the standards set forth by the County Environmental Health Department. This includes **salt-water system** Chlorine, Soda Ash, Muriatic Acid, Sodium Bicarbonate for Alkalinity, Calcium

Chloride, Stabilizer and Algaecides for yellow and green algae. Algaecides for Black Algae are not included and can be supplied at OWNERS request at additional costs. Additional chemicals supplied in the event of pool leakage or adjustment of chemical feed equipment or chemicals used by the OWNER or its agent will be billed at OWNER'S expense.

Contractor will supply restroom cleaning and supplies for in-season operating months such as soap, toilet paper, paper towels, floor cleaner, and glass cleaner only if restroom service is included as noted.

CONTRACTOR will also supply 60-watt light bulbs and will perform replacement of those bulbs in the pump room. OWNER is responsible for other forms of lighting, including fluorescent and halogen lights, etc.

REPAIR WORK

The CONTRACTOR shall stand ready to perform any repair work needed during the term of this agreement; however, OWNER shall have option of using another CONTRACTOR for repair work. Work will be billed as follows:

A. CONTRACTOR will perform minor repairs to the pool and recirculation system as part of the service provided; however, the OWNER shall pay for parts and/or materials

B. For repair work or parts entailing a cost not exceeding \$95.00, the CONTRACTOR shall invoice OWNER.

C. Any work or equipment in excess of \$95.00 to be provided by CONTRACTOR or CONTRACTOR's Sub Companies shall be undertaken only upon authorization by the designated representative of OWNER. Upon Authorization, CONTRACTOR will perform work and invoice OWNER. In the event the OWNER elects not to have such work performed CONTRACTOR may cancel agreement if the failure to have such repair work performed interferes with the CONTRACTOR's ability to carry out its responsibilities under this agreement.

D. CONTRACTOR will arrange for repair of plumbing or electrical equipment at the OWNER's request.

E. CONTRACTOR will advise the OWNER with regards to any necessary major repairs.

F. CONTRACTOR will invoice for extra service visits for vandalism and fecal, vomitous, or blood borne contamination. Such invoices may include additional chemical charges.

CLIENT CARE / SUPERVISION

CONTRACTOR agrees to conduct site visits and will present reports to advise OWNER of general pool operation. CONTRACTOR further agrees to meet with the OWNER representative periodically to discuss pool operation and related issues.

PERSONNEL

Staffing

The Company will provide lifeguard supervision for public swimming, swim lessons and other organized pool activities such as water aerobics. Lifeguards must have current Lifeguard Training certification, as well as CPR and first aid certification. Proof of certification must be provided to the City prior to opening of pools.

Lifeguards will be responsible for the safety of the pool patrons and environment, as well as the upkeep and cleanliness of the pool, deck and the bathhouse. The Company must supervise lifeguards on a regular basis.

The Contractor will designate a CPO and licensed Senior Staff. The Manager will supervise the swimming pool, a contractor's officer or manager must supervise the Pool Manager and meet with the City of Doraville's appointed contact twice a month.

Contractor will agree to follow the approved, agreed upon schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts.

THE POOL WILL OPEN ON MEMORIAL DAY WEEDING, MAY 26, 2012 and the Contractor agrees that it is a material term of this Agreement and Scope of Services that the pool be ready to fully open and operate on that day. The Contractor shall schedule personnel to operate the pool on the following schedule:

DATES OF OPERATION:

May 26, 2012 through September 4, 2012

HOURS OF OPERATION:

Pool Hours:	Saturday	12pm – 7pm
	Sunday	2pm – 6pm
	Monday	closed
	Tuesday	1pm – 7pm
	Wednesday	1pm – 7pm
	Thursday	1pm – 7pm
	Friday	1pm – 7pm

Water Aerobics start the 1st week of June and continue until the pool closes in September. There will be one (1) guard on duty with the following schedule for Water Aerobics:

Tuesday, Thursday 11am-12pm

Wednesday, Friday 7pm-8pm

The pool will be open on weekends only in the months of August & September while the DeKalb County schools are in session

Note: If a Holiday falls on a day when the pool is normally closed, the pool will be open on that day and closed the following day. If Owner elects to change the above schedule any time during this agreement, the Owner agrees to provide 7 day written notice to allow time to accommodate schedule change.

Under normal conditions three (3) personnel shall be at pool site. Contractor may determine personnel requirements based on bathing load and pool size. Once every hour, for a period of ten minutes, the pool shall be cleared of all children 17 years and younger. (Safety Break)

A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.

B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of employees.

C. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days, within the established operating schedule may be adjusted to suit the particular needs of the OWNER. Additional hours or days, within the established operating schedule may be added at the Owner's request for an additional fee with prior written approval by CONTRACTOR. Lifeguard hours added outside the established operating schedule will be bid separately. Additional hours will not be supplied by the CONTRACTOR beyond 12:00am (Midnight).

D. Guard hours not used may be refunded. Hours not used due to inclement weather, fecal, vomituous or blood borne contamination shall not be refunded.

E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.

OWNER RESPONSIBILITIES

A. Provide CONTRACTOR with three sets of keys to the pool enclosure and facilities.

B. OWNER shall be responsible for the application, payments and acquisition of all applicable operating permits. The CONTRACTOR shall advise and assist the OWNER regarding the permit by providing information regarding Certified Pool Operator's licensures information. At the request of the OWNER, CONTRACTOR can procure these permits for the OWNER and rebill the OWNER.

C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, gates, locking mechanisms, caulking, area lights, dept markings, etc. CONTRACTOR does Not include any maintenance of the perimeter barrier of the pool (i.e. Fence, gates, etc,) and any or all-locking mechanisms of the barrier.

D. Have telephone service prior to the official opening date (a tone capable hard wired push button telephone must be available to the guards at all times), where pre-opening Health Department inspections are conducted a turn on date of May 1st is required. Cellular or portable phones are not acceptable alternatives.

E. Provide long distance 900 service, toll, collect call, and Internet blocks to prevent additional charges on any non-payphone. CONTRACTOR is not responsible for long distance charges incurred on OWNER'S phones.

F. Maintain the perimeter barrier of the pool fence or any and all locking mechanisms of the swimming pool area or enclosure.

G. If OWNER provides pool furniture (i.e. lounge chairs, tables, chairs, bases, umbrellas) it will be of good working condition. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture. Pool furniture should be on-site for the CONTRACTOR to perform opening duties prior to April 6th.

H. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local health Regulations in effect. The OWNER shall provide , in good working condition, all necessary equipment for safe operation of the facility including but not limited to, rescue tubes, backboard , straps, and head immobilizers.

I. Provide all utilities; water, electricity and gas (if needed) for the operation of the pool.

J. The OWNER shall provide, free of charge, adequate and conveniently located storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.

EXHIBIT B – COST PROPOSAL

Pursuant to the Agreement, Contractor will perform all said Scope of Services for the following cost:

TOTAL: \$28,000 – Covers the Scope of Services of the Agreement for the 2012 swim season and paid as follows:

<u>Signing</u>	<u>May1</u>	<u>June 1</u>	<u>July 1</u>	<u>August 1</u>	<u>Sept. 1</u>
\$2,800.00	\$2,800.00	\$7,000.00	\$7,000.00	\$7,000.00	\$800.00

<u>Oct. 1</u>	<u>Nov. 1</u>	<u>Dec. 1</u>	<u>Jan. 1</u>	<u>Feb. 1</u>	<u>March 1</u>
\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

The extension of the Swimming Pool Management Agreement (the "Agreement") between USA Pools LLC ("Company") and The City of Doraville ("Owner") is hereby amended and modified by extending the term of the Agreement to include the following swim seasons, to be approved annually. All other provision of the original contract to remain in effect.

_____ 2013 (3% price increase), payable according to the same schedule as set forth in the original Agreement.

_____ 2013 (2% price increase), 2014 (1% price increase), payable according to the same schedule as set forth in the original Agreement.

_____ 2013 (1% price increase), 2014 (1% price increase), 2015 (0% price increase) payable according to the same schedule as set forth in the original Agreement.

NOTE: \$3,850 – Covers the ADA Chair Lift, to be installed and ready for the pool opening, invoiced separately.

EXHIBIT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT D

E-Verify Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

E-Verify Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and (name of contractor) on behalf of

(name of public employer) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT E

SAVE Public Benefits Affidavit -O.C.G.A. § 50-36-1(e)(2)

By executing this affidavit under oath, as an applicant for a(n) _____ [*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from _____ [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:



AGENDA ITEM REQUEST SHEET
February 6, 2013

Subject: Resolution Supporting Downtown Development Authority Start-Up Funding

Date of Meeting:	<u>February 18, 2013</u>	Regular	<input checked="" type="checkbox"/>
Budget Impact:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	Work Session	<input type="checkbox"/>
Budget Impact Amount:	\$ _____	Recommendation	<input checked="" type="checkbox"/>
		Policy/Discussion	<input type="checkbox"/>
		Report	<input type="checkbox"/>
		Ceremonial	<input type="checkbox"/>
		Other	<input type="checkbox"/>

Funding Source:

- Annual
- Capital
- Grant(s)/ Technical Assistance
- N/A

Department: Administrative **Department Head:** Mayor

Background: The creation of a downtown development authority has been a key goal that was initially identified in the 2005 Comprehensive Plan. For decades, downtown development authorities have been used in cities throughout the state as a mechanism to revitalize and redevelop municipal central business districts by planning and financing projects that promote trade, commerce, industry and employment. Established by the Georgia Downtown Development Authority Law, local governing bodies can create DDAs by adopting an enabling resolution. DDAs have the power to conduct a number of economic development activities, including property acquisition and disposition, applying for federal and state grants, engage in long-range planning and other activities that would augment the City's efforts. In looking ahead, a DDA will play a critical role in redeveloping the GM plant and downtown area.

How are DDAs created and activated? (O.C.G.A. § 36-42-5)
Downtown development authorities have been created by the General Assembly in every city in the state of Georgia. However, downtown development authorities cannot transact any business or exercise any powers until the local governing body adopts a resolution, which must be filed with the Secretary of State and the Department of Community Affairs. The resolution must declare the need for the authority, specify the boundaries of the downtown development area that constitutes the central business district and appoint the initial directors.

How are directors appointed? (O.C.G.A. § 36-42-4) What are the qualifications? (O.C.G.A. § 36-42-7)
The governing board may appoint up to nine directors but no less than seven. Two must be appointed for a two-year term, two for a term of four years and three for a term of six years. One member of the governing body may also serve as a director. Except for the director who is also a board or council member, the DDA directors are appointed to six-year terms after the initial terms expires.

Directors must be:

- (1) Taxpayers residing in the City
- (2) Owners or operators of businesses located within the downtown development area and who shall be taxpayers residing in the county
- (3) Any combination of (1) and (2)
- (4) One Council member may serve
- (5) One director may reside outside of the County provided that he/ she owns a business within the downtown area and is a resident of the State of Georgia.

The board of directors must elect their own officer which include a: chairman, vice chairman, treasurer, secretary or a secretary-treasurer.

What are the training requirements for DDA board members? (O.C.G.A. § 36-42-7)

With the exception of a member who also serves on the city council, all DDA board members must take at least eight hours of training on downtown development and redevelopment programs within the first 12 months of their appointment to the DDA.

What powers does a DDA have? (O.C.G.A. § 36-42-8)

As with other types of authorities in Georgia, downtown development authorities may accept grants and apply for loans. They can also own, acquire and improve property, and they are empowered to enter into contracts and intergovernmental agreements. DDAs also have the authority to issue revenue bonds.

Action Requested: In September 2012, the DeKalb Development Authority provided a \$20,000.00 grant to assist the City of Lithonia in re-establishing their downtown development authority (see attached AJC article). Staff recommends adopting a resolution, supporting the City's own request for financial assistance. As with Lithonia, the County Development Authority required a proposed list of deliverables and corresponding timeline for creating the DDA. A draft letter from the Mayor formally requesting the funds is attached along with a draft resolution and proposed deliverables.

Respectfully,

S/ Luke Howe
Assistant to the Mayor

DRAFT

**CITY OF DORAVILLE
COUNTY OF DEKALB
STATE OF GEORGIA**

RESOLUTION NO. 2012-__

**A RESOLUTION OF SUPPORT FOR THE REQUEST FOR FUNDING ASSISTANCE
TO ESTABLISH THE DORAVILLE DOWNTOWN DEVELOPMENT AUTHORITY**

WHEREAS, based on planning and economic development goals espoused by the City of Doraville Comprehensive Plan (2005-2025) and the 2010 Downtown Doraville Master Plan Livable Centers Initiative Study, the Mayor and City Council of the City of Doraville (the "City") seek to enact the enabling legislation, establishing the Doraville Downtown Development Authority (the "Authority") under the Georgia Downtown Development Authorities Law (O.C.G.A. 34-42-1 through O.C.G.A. 36-42-16); and,

WHEREAS, the Mayor and City Council hereby respectfully requests financial and technical assistance from the DeKalb County Development Authority for the purpose of establishing the Authority and producing the deliverables outlined in Exhibit A; and,

WHEREAS, the Authority shall work towards furthering the adopted planning goals of revitalizing and redeveloping the City's central business district in a way that fosters a flourishing climate for trade, commerce, industry and employment creation; and,

WHEREAS, the Mayor and City Council are committed to aligning long-term community goals and promoting economic development through a collaborative relationship with the Authority, a relationship predicated on the highest degree of accountability, transparency and the shared concern of promoting the public good; and,

WHEREAS, in acknowledging the critical need of the Authority, the Mayor and City Council is committed to providing financial and/ or technical support to ensure the Downtown Development Authority's long-term viability and success.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND CITY COUNCIL OF DORAVILLE, GEORGIA HEREBY REQUESTS FINANCIAL ASSISTANCE FROM THE DEKALB COUNTY DEVELOPMENT AUTHORITY FOR THE PURPOSE OF ESTABLISHING THE DORAVILLE DOWNTOWN DEVELOPMENT AUTHORITY .

ADOPTED AND EFFECTIVE this ____ day of February, in the year 2013.

CITY OF DORAVILLE, GEORGIA

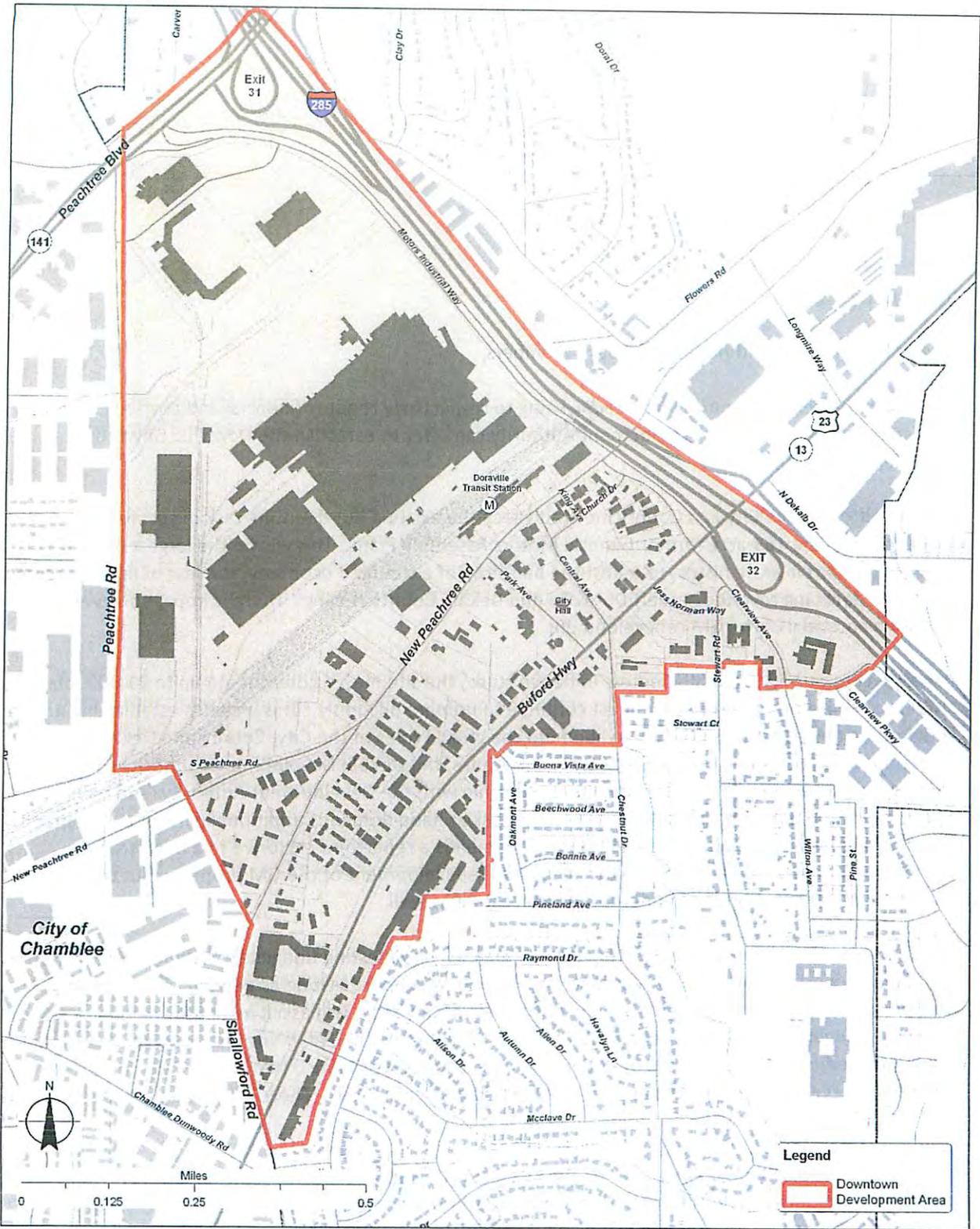
Cecil G. McLendon, Jr., City Attorney

APPROVED AS TO FORM:

Sandra Bryant, Acting City Clerk
(SEAL)

ATTEST:

Donna Pittman, Mayor



This map produced using data provided by the City of Doraville or accessed through the DeKalb County Property Appraisal Department Website. Data are not guaranteed. Please contact DeKalb County or the City of Doraville to credits designations.

Downtown Development Area



Prepared for:
The City of Doraville

Prepared by:
Tunnell-Spangler-Walsh & Associates

January 14, 2013

February 18, 2013

Dear Madam Chair and Honorable Board Members,

I hope this letter finds you all well. I am writing to respectfully request financial and any technical assistance that the DeKalb Development Authority can offer to establish the Doraville Downtown Development Authority.

As you all know, the City and County inevitably face the exciting but daunting task of successfully redeveloping the 165-acre former General Motors Assembly Plant. This will be the largest brownfield redevelopment in state history. Against the backdrop of a troubled economy, the loss of manufacturing jobs and declining revenue has left Doraville and DeKalb County reeling. There is hope, however, in the massive potential of the GM redevelopment.

According to our 2010 Livable Centers Initiative study, the site may accommodate up to 21,000 jobs. In order to realize that potential, we must continue to prepare diligently. This includes establishing a downtown development authority to augment the critical roles of the City, County and DeKalb Development Authority. In the plant's waning decades, the DeKalb Development Authority's financing heroics was a saving grace. We value our relationship with the Development Authority, and your continued support will be critical. However, the task at hand demands additional partners. It demands a local vanguard for economic development. It demands a repertoire exclusive to a downtown development authority, for not only the successful redevelopment of the GM property, but the surrounding 500 plus acres of underutilized real estate as well.

To ensure the Doraville DDA is built for success, the City is requesting financial assistance in the amount of \$20,000. As a match, the City is prepared to offer staff support as long as needed. The seed money will be used to enlist a consultant, who, with the help of City staff, will assist in identifying board directors, developing by-laws, operational procedures, wherewithal, planning and training. Additionally, your knowledge as veteran board members and any technical assistance that the DeKalb County Economic Development Department can offer would be tremendous. There would be no overstating the City's gratitude.

We have included a resolution, affirming the City Council's support for this request, letters of support, a proposed schedule of deliverables and the LCI's redevelopment programs for the downtown area. Thank you in advance for your leadership, your service and your thoughtful consideration.

Sincerely,

Donna Pittman, Mayor

PROPOSED SCHEDULE OF DELIVERABLES

If funding is approved, the following schedule will commence immediately. The schedule is flexible and can incorporate any suggestions offered by the DeKalb Development Authority and/ or the DeKalb County Economic Development Department.

MONTH I

1. Develop any inter-governmental agreements between City and County authority/ agencies
2. City-issued RFP for consulting services
3. Mayor/ City Council select consultant, execute necessary contracts

MONTH II

1. Identify board members/ other stakeholders, enlist support; refine DDA boundaries if needed
2. Adopt activating resolution, notify Secretary of State and Department of Community Affairs
3. Develop Articles of Incorporation, by-laws and other regulatory documents, ensuring compliance with all applicable state and local laws
4. Hold inaugural Doraville Downtown Development Authority work session/ retreat to facilitate a common bond, nominate officers, make appointments, review existing plans, responsibilities, statutory powers, funding considerations and operational procedures; develop action plan for executing initial housekeeping (i.e. bank accounts, insurance, meeting and state-required training schedules, direct staff, prepare Mayor/ City Council and DeKalb Development Authority updates, etc.)

MONTH III

1. Develop any intergovernmental agreements between the City of Doraville
2. Refine and publish governing and operational guidelines
3. Facilitate required DDA board member training
4. Hold second board work session to tie up any loose ends, adopt appropriate measures, review staff generated reports, all the various options for operational funding, etc.

MONTH IV

1. Present draft agreements to the general public and Mayor/ Council; discuss City implementation schedule; possibly set up joint meeting
2. Hold third meeting to review staff reports/ recommendations; within the framework of existing City plans, begin discussion/ commission of long and short term goals and planning (economic development "toolbox" (i.e. incentives/ finance) development, business recruitment/ retention, marketing/ communication strategies, performance measures and timeframes; address any outstanding initial business; adopt any outstanding measures

MONTH V and VI

1. Continue holding monthly business meetings
2. Begin thorough economic development financing/ bond education



THE ATLANTA JOURNAL-CONSTITUTION

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wrap up **new**

2 for \$3 steak & egg burrito

more flavor!

HOME > NEWS > LOCAL

Posted: 11:22 a.m. Tuesday, Sept. 4, 2012

Lithonia to start own development group

4

By April Hunt

The Atlanta Journal-Constitution and the Development Authority of DeKalb County recently gave a grant to Lithonia to help jumpstart development in its historic downtown.

The \$20,000 is seed money to help Lithonia start its own downtown development authority. The center city — once full of granite buildings created from stone in nearby quarries — was partly demolished during Urban Renewal to make way for what is now Lithonia Plaza.

The plaza, now an eyesore that is partially owned by the city, will be the first focus of the revitalization.

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4

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- Top ten Georgia plants for the landscape (Kudzu)
- 5 Best Mason Grills (Taste for Adventure)
- **Fire: 20-vehicle pile-up shuts down I-16 east of Macon**
- Mark Grace sentenced to four months in jail for DUI

From around the web

FBI: Ala. captor rigged bunker, waged firefight

As FBI and police negotiators sought for days to coax an Alabama man into freeing a kindergarten held hostage in an underground bunker, the captor was planning for violence, authorities say.

• **Fire: 20-vehicle pile-up shuts down I-16 east of Macon**

• **State rep said to be focus of federal probe**

• **Cagle on ethics, a new Falcons stadium and the state Senate**

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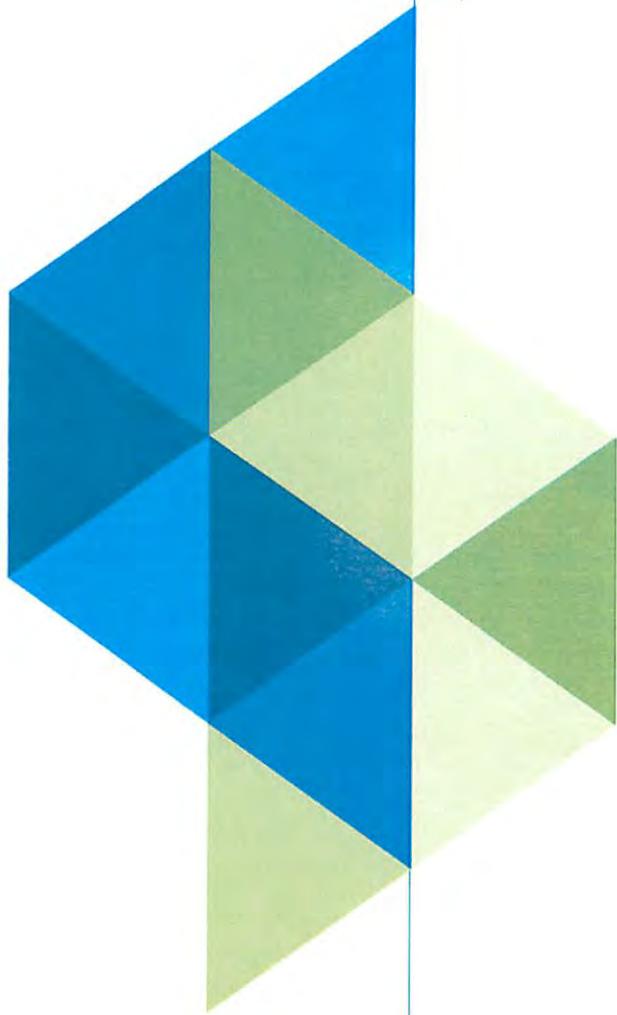
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THE DNA OF YOUR DDA

UNDERSTANDING DOWNTOWN DEVELOPMENT AUTHORITIES

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June 2012



IS A DOWNTOWN DEVELOPMENT AUTHORITY-

- PART OF THE CITY?
- A DEPARTMENT OF THE CITY?
- CONTROLLED BY THE CITY?
- A SEPARATE LEGAL ENTITY?



ANSWER

SEPARATE LEGAL ENTITY



THE ORIGINS OF DDAs

- “Statutory”
 - ▶ Created by General Assembly under Downtown Development Authorities Law
 - ▶ 1981 and later
 - ▶ Statewide pattern
 - ▶ Activation by City required
- “Constitutional”
 - ▶ Pursuant to Local Constitutional Amendment (“LCA”)
 - ▶ 1987 and earlier
 - ▶ each LCA is different
 - ▶ referendum was required
- Local Act (of General Assembly, not under home rule powers)
 - ▶ Prior to 1981
 - ▶ no referendum required
 - ▶ each Local Act is different



STATUTORY DDA- AREA OF OPERATIONS

- The City designates the downtown development area served by the DDA.
 - ▶ This is the “geographical area within the municipal corporation which, in the judgment of the governing body [of the city], constitutes the central business district.” O.C.G.A. Sec. 36-42-5(a).
- Is designation or redesignation subject to challenge?
 - ▶ In at least one Superior Court case a few years ago, businessmen in the traditional historical central business district successfully convinced the judge that the expansion of the designated area across a river so as to accommodate a big box retailer was improper.



CONSTITUTIONAL DDA- WHERE CAN IT OPERATE?

LOOK AT WHAT ITS LOCAL CONSTITUTIONAL AMENDMENT SAYS (SUBJECT TO THE ORIGINAL REFERENDUM AND THE OTHER PROVISIONS OF THE CONSTITUTION)-
FOR EXAMPLE-

“The above area encompassed shall also allow real property owners within 200 feet of the outer boundary with property contiguous to the district to become a part of the territory encompassed by the Downtown [City] Development Authority District, provided such businesses or property are not located more than 200 feet from the outer boundary as described above.”



STATUTORY DDA- AFTER ACTIVATION

- “A copy of the governing body's resolution shall be filed with the Secretary of State, who shall maintain a record of all authorities activated under [the Downtown Development Authorities Law], and with the Department of Community Affairs. The Department of Community Affairs may, but shall not be required to, furnish written comments to any authority within 30 days after the governing body's resolution is filed with the Department of Community Affairs.” O.C.G.A. Sec. 36-42-5(b).
- The City may make a prospective change in the designation of the central business district. O.C.G.A. Sec. 36-42-6(1).



CONSTITUTIONAL DDA- CREATION

- CREATION PARTICULARS DEPEND ON THE LOCAL CONSTITUTIONAL AMENDMENT (LCA) AND ANY IMPLEMENTING LOCAL LAWS.
- FOR EXAMPLE,

“There is hereby created a body corporate and politic in the City of [City name] in [name] County to be known as the [City] Downtown Development Authority, which shall be an instrumentality of the City ... and a public corporation and which in this amendment is hereafter referred to as the ‘authority’.”



DIRECTORS- STATUTORY DDA

- **Statutory DDAs have a fixed board size of 7 members**
 - ▶ In contrast, boards of statutory citywide or countywide development authorities under the Development Authorities Law can vary from 7 to 9 directors. O.C.G.A. Sec. 36-62-4(a)
- **Directors are appointed by the City**
- **Staggered terms are provided for the initial directors**
 - ▶ 2 directors for 2 year term, 2 directors for 4 year term, 3 directors for 6 year term
- **Thereafter, all terms are 4 years**
 - ▶ Exception- term of director who is also member of governing body of the City ends when such director is no longer a member of the City's governing body

See O.C.G.A. Sec. 36-42-4



DIRECTORS- STATUTORY DDA

“(a) Directors shall be:

- **(1) Taxpayers residing in the municipal corporation for which the authority is created;**
- **(2) Owners or operators of businesses located within the downtown development area and who shall be taxpayers residing in the county in which is located the municipal corporation for which the authority is created; or**
- **(3) Persons having a combination of the qualifications specified in paragraphs (1) and (2) of this subsection;**
- **provided, however, that one of such directors may be a member of the governing body of the municipal corporation.**
- **(b) Not less than four of the directors having the qualifications specified in subsection (a) of this Code section shall be persons who, in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area. Successors to the directors shall be appointed by the governing body of the municipal corporation.” O.C.G.A. Sec. 36-42-7**



DIRECTORS- STATUTORY DDA

“(c.1) Notwithstanding subsection (a) of this Code section, one director appointed to the board may reside outside the county; provided, however, that such appointed director owns a business within the downtown development area and is a resident of the State of Georgia. If subsequently to his or her appointment to the board pursuant to this subsection, the director ceases to own a business within the downtown development area or reside in the State of Georgia, such director shall relinquish his or her seat on the board.” O.C.G.A. Sec. 36-42-7

- Question- How much ownership interest is required?
- Another question- If the ownership interest or residency terminates, is the loss of office automatic, or does it require an act by the director? If so, what if he doesn't act?



DIRECTORS- CONSTITUTIONAL DDA

- MEMBERSHIP DEPENDS ON THE LOCAL CONSTITUTIONAL AMENDMENT (LCA) AND ANY IMPLEMENTING LOCAL LAWS.
- FOR EXAMPLE,
“The authority shall be composed of nine members to be appointed and elected as hereinafter provided. One member of the authority shall be appointed by the mayor and city council of the City.... Five members of the authority shall represent the owners of real property and shall be known as Real Property Owner Group. The remaining three members of the authority shall represent the owners of business establishments whose principal place of business is located in the downtown [City] district and shall be the person or persons actually licensed and operating a business in the district. These members shall be known as the Business Owner Group. The appointment of the representative for the City ... to the authority shall be mandatory.”



DIRECTORS- CAN THE CITY REMOVE THEM FROM OFFICE?

- STATUTORY DDAs- NO REMOVAL PROVISION.
“The City takes the position that because the Act is silent as to removal, it must be presumed that the directors who are appointed by the City serve at the City's pleasure. We do not agree. The fact that the legislation provides specified terms for the office of director is inconsistent with the idea of tenure at the pleasure of the City.”
... “Because the matter is not before us, we express no opinion as to whether directors may be removed for cause, or under what procedures that might be done.” *Hernandez v. Downtown Development Authority of the City of St. Marys*, 56 Ga. 356, 349 S.E.2d 449 (1986).
- CONSTITUTIONAL DDAs- REMOVAL POSSIBILITY DEPENDS ON LOCAL CONSTITUTIONAL AMENDMENT.
 - ▶ SOME LCAs HAVE REMOVAL PROVISIONS.



IS DISSOLVING THE DDA AN OPTION?

- Statutory DDAs have “perpetual existence”. O.C.G.A. Sec. 36-42-7.
- A similar provision (O.C.G.A. Sec. 36-62-14) for statutory citywide and countywide development authorities under the Development Authorities prevented dissolution of such an authority by the parent local government.
- This Section of the Development Authorities Law was amended by the General Assembly in 2000 to allow the parent local government to dissolve a statutory citywide or countywide development authority if it did not have bonds (or bond anticipation notes) outstanding.
- No corresponding amendment was made to the Downtown Development Authorities Law.



IS DISSOLVING THE DDA AN OPTION?

CONSTITUTIONAL DDAs-

- They exist under their respective Local Constitutional Amendments (LCAs).
- An LCA can be repealed (but not amended). A referendum is required.
 - ▶ “(b) Any amendment which is continued in force and effect after July 1, 1987, pursuant to the provisions of subparagraph (a) of this Paragraph shall be continued in force and effect as a part of this Constitution, except that such amendment may thereafter be repealed but may not be amended. The repeal of any such amendment shall be accomplished by local Act of the General Assembly, the effectiveness of which shall be conditioned on its approval by a majority of the qualified voters voting thereon in each of the particular political subdivisions affected by the amendment.” Georgia Constitution Article XI, Section I, Paragraph IV
- Some LCAs have special dissolution provisions, typically providing for the Constitutional DDA’s property to pass to the City if the DDA is dissolved.
- Unlikely that a Court would permit a dissolution in a situation where it jeopardized repayment of any outstanding bonds.



WHY A DDA?

A DOWNTOWN DEVELOPMENT
AUTHORITY HAS ITS OWN
“GOVERNMENTAL MISSION”



IT'S IN THE CONSTITUTION

GEORGIA CONSTITUTION ARTICLE IX, SEC. VI,-

“PARAGRAPH III. *DEVELOPMENT AUTHORITIES.* THE DEVELOPMENT OF TRADE, COMMERCE, INDUSTRY, AND EMPLOYMENT OPPORTUNITIES BEING A PUBLIC PURPOSE VITAL TO THE WELFARE OF THE PEOPLE OF THIS STATE, THE GENERAL ASSEMBLY MAY CREATE DEVELOPMENT AUTHORITIES TO PROMOTE AND FURTHER SUCH PURPOSES OR MAY AUTHORIZE THE CREATION OF SUCH AN AUTHORITY BY ANY COUNTY OR MUNICIPALITY OR COMBINATION THEREOF UNDER SUCH UNIFORM TERMS AND CONDITIONS AS IT MAY DEEM NECESSARY.”



THE PUBLIC POLICY OF A STATUTORY DDA

“THE REVITALIZATION AND REDEVELOPMENT OF THE CENTRAL BUSINESS DISTRICTS OF THE MUNICIPAL CORPORATIONS OF THIS STATE DEVELOP AND PROMOTE FOR THE PUBLIC GOOD AND GENERAL WELFARE TRADE, COMMERCE, INDUSTRY, AND EMPLOYMENT OPPORTUNITIES AND PROMOTE THE GENERAL WELFARE OF THIS STATE BY CREATING A CLIMATE FAVORABLE TO THE LOCATION OF NEW INDUSTRY, TRADE, AND COMMERCE AND THE DEVELOPMENT OF EXISTING INDUSTRY, TRADE, AND COMMERCE WITHIN THE MUNICIPAL CORPORATIONS OF THIS STATE. REVITALIZATION AND REDEVELOPMENT OF CENTRAL BUSINESS DISTRICTS BY FINANCING PROJECTS UNDER THIS CHAPTER WILL DEVELOP AND PROMOTE FOR THE PUBLIC GOOD AND GENERAL WELFARE TRADE, COMMERCE, INDUSTRY, AND EMPLOYMENT OPPORTUNITIES AND WILL PROMOTE THE GENERAL WELFARE OF THIS STATE. IT IS, THEREFORE, IN THE PUBLIC INTEREST AND IS VITAL TO THE PUBLIC WELFARE OF THE PEOPLE OF THIS STATE, AND IT IS DECLARED TO BE THE PUBLIC PURPOSE OF THIS CHAPTER, SO TO REVITALIZE AND REDEVELOP THE CENTRAL BUSINESS DISTRICTS OF THE MUNICIPAL CORPORATIONS OF THIS STATE.” O.C.G.A. SEC. 36-42-2



THE PUBLIC PURPOSE OF A CONSTITUTIONAL DDA

WHAT ITS LOCAL CONSTITUTIONAL AMENDMENT
SAYS. FOR EXAMPLE,

“The General Assembly shall be authorized to create in
and for [the City] the Downtown [City] Development
Authority for the purpose of redevelopment of the
Downtown [City] area.”



HOW TO CARRY OUT YOUR MISSION

- MOST DDAs ARE FOCUSED ON CBD BUSINESSES.
- THEY ADMINISTER PROGRAMS; e.g., THOSE SPONSORED BY DCA'S OFFICE OF DOWNTOWN DEVELOPMENT.
- HOWEVER, DDAs HAVE THE POWER TO CARRY OUT "PROJECTS."
- 6) "Project" means the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, any undertaking authorized by Chapter 43 of this title as part of a city business improvement district, any undertaking authorized in Chapter 44 of this title, the "Redevelopment Powers Law," when the downtown development authority has been designated as a redevelopment agency, or any undertaking authorized in Chapter 61 of this title, the "Urban Redevelopment Law," when the downtown development authority has been designated as an urban redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation. A project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the authority determine, by a duly adopted resolution, that the project and such use thereof would further the public purpose of this chapter. Such term shall include any one or more buildings or structures used or to be used as a not for profit hospital, not for profit skilled nursing home, or not for profit intermediate care home subject to regulation and licensure by the Department of Community Health and all necessary, convenient, or related interests in land, machinery, apparatus, appliances, equipment, furnishings, appurtenances, site preparation, landscaping, and physical amenities." O.C.G.A. Sec. 36-42-3(6)
 - ▶ Legislative intent was to confer upon DDAs the power to act up to the full Constitutional limit. See *Odom v. Union City Downtown Development Authority*, 251 Ga. 248, 305 S.E.2d 110 (1983).
- AS GEORGIA BECOMES INCREASINGLY URBAN, MORE AND MORE DDAs-
 - ▶ CARRY OUT PROJECTS
 - ▶ ISSUE REVENUE BONDS TO FINANCE PROJECTS



DDAs ARE SPECIAL

- CONSTITUTIONAL DDAs HAVE WHATEVER POWERS WERE INCLUDED IN THEIR LOCAL CONSTITUTIONAL AMENDMENTS AND RELATED LOCAL ACTS
- BUT EVEN STATUTORY DDAs HAVE SOME POWERS THAT CITYWIDE OR COUNTYWIDE DEVELOPMENT AUTHORITIES DON'T HAVE UNDER THE DEVELOPMENT AUTHORITIES LAW
- SPECIAL STATUTORY DDA POWERS-
 - ▶ OPERATE OR MANAGE PROJECTS. O.C.G.A. Sec.. 36-42-8(a)(5)
 - APPARENTLY DDA CAN GO INTO BUSINESS.
 - IN REALITY, THERE ARE CONSTITUTIONAL LIMITS. *See Smith v. State*, 222 Ga. 552, 150 S.E.2d 868 (1966)(Constitutional amendment invalid, in part, because it did not limit the activities of the county in furnishing facilities to private enterprise to relieve unemployment, or for any other public purpose).
 - ▶ “EXERCISE ANY POWER GRANTED BY THE LAWS OF THIS STATE TO PUBLIC OR PRIVATE CORPORATIONS WHICH IS NOT IN CONFLICT WITH THE PUBLIC PURPOSE OF THE [DDA]. O.C.G.A. Sec.. 36-42-8(a)(20)
 - THIS POWER COULD HAVE AUTHORIZED CONFERENCE CALL MEETINGS OF THE DIRECTORS PRIOR TO THE EFFECTIVENESS OF HB 397 (NEW OPEN MEETINGS/OPEN RECORDS LAW)



DDAs ARE SPECIAL

- **SPECIAL STATUTORY DDA POWERS-**
 - ▶ **ISSUE PROMISSORY NOTES.** O.C.G.A. Sec. 36-42-8(a)(6).
 - APPARENT REQUIREMENT- DDA NOTES HAVE TO BE “REVENUE NOTES” PAYABLE OUT OF PLEDGED REVENUE, NOT OUT OF THE FULL FAITH AND CREDIT OF THE DDA. O.C.G.A. Sec.. 36-42-9(a)
 - ▶ **DDAs CAN ALSO ISSUE REVENUE BONDS** O.C.G.A. Sec.. 36-42-8(a)(6)
 - ▶ **SPECIAL RESTRICTIONS-**
 - MAJORITY VOTE OF ALL OF THE MEMBERS OF THE BOARD REQUIRED TO AUTHORIZE ISSUING BONDS OR NOTES (OR OTHER OBLIGATIONS)
 - NO BONDS, NOTES OR OTHER OBLIGATIONS CAN BE ISSUED UNLESS THE BOARD FINDS BY RESOLUTION THAT THE PROJECT BEING FINANCED PROMOTES THE OBJECTIVES FOR WHICH DDAs WERE AUTHORIZED
 - REVITALIZATION AND REDEVELOPMENT OF THE CENTRAL BUSINESS DISTRICT
 - PROMOTE TRADE, COMMMERCE, INDUSTRY AND EMPLOYMENT OPPORTUNITIES
 - PROMOTE LOCATION AND DEVELOPMENT OF NEW AND EXISTING INDUSTRY, TRADE AND COMMERCE. O.C.G.A. Sec. 36-42-2



DDAs ARE SPECIAL

SPECIAL STATUTORY DDA POWERS-

- ▶ SPECIAL RESTRICTIONS-
- ▶ CONSISTENT WITH GENERAL PATTERN, DDA REVENUE BONDS HAVE TO BE JUDICIALLY VALIDATED. O.C.G.A. Sec.. 36-42-10(a)
- ▶ SPECIAL RIGHT- DDA HAS THE OPTION TO GET ITS PROMISSORY NOTES JUDICIALLY VALIDATED. O.C.G.A. Sec.. 36-42-10(a)
- ▶ CITY CAN “DISAPPROVE ANY PROPOSED ISSUE OF REVENUE BONDS, NOTES, OR OTHER OBLIGATIONS OF THE [DDA], IN THE MANNER PROVIDED IN [THE DOWNTOWN DEVELOPMENT AUTHORITIES LAW]”. O.C.G.A. Sec.. 36-42-6(3)
 - **HOWEVER, DOWNTOWN DEVELOPMENT AUTHORITIES LAW DOESN'T PROVIDE ANY MANNER FOR DISAPPROAL.**
 - » *WHAT HAPPENS IF A CITY TRIES TO “DISAPPROVE?”*
 - » *AT WHAT POINT IS THE PROPOSED ISSUE FREE FROM THE RISK OF DISAPPROVAL?*



DDAs ARE SPECIAL

SPECIAL STATUTORY DDA POWERS-

- ▶ PER O.C.G.A. SEC. 36-42-3(6), A DDA CAN IMPORT POWERS UNDER-
- ▶ CITY BUSINESS IMPROVEMENT DISTRICT ACT (O.C.G.A. Sec.. 36-43-1 et seq.)
- ▶ REDEVELOPMENT POWERS LAW (O.C.G.A. Sec.. 36-44-1 et seq.)
 - WHEN THE CITY HAS REDEVELOPMENT POWERS AND THE DDA HAS BEEN DESIGNED AS A REDEVELOPMENT AGENCY
 - A CITY CAN HAVE TWO REDEVELOPMENT AGENCIES
 - DDA WITHIN THE DOWNTOWN AREA IF IT'S WITHIN THE REDEVELOPMENT AREA; ANOTHER REDEVELOPMENT AGENCY FOR THE REST OF THE REDEVELOPMENT AREA. O.C.G.A. Sec.. 36-44-4(f)
 - IF A TAD IS CREATED UNDER THE REDEVELOPMENT POWERS LAW AND TAX ALLOCATION BONDS WILL BE ISSUED, THOSE BONDS ARE ISSUED BY THE CITY, NOT THE DDA.
 - DDA CAN ACT AS “PROGRAM MANAGER”
- ▶ URBAN REDEVELOPMENT LAW (O.C.G.A. Sec.. 36-61-1 et seq.)
 - WHEN THE DDA HAS BEEN DESIGNATED AS AN URBAN REDEVELOPMENT AGENCY



THE EVOLUTION OF PUBLIC/PRIVATE PARTNERSHIPS (P3)

- The Georgia Supreme Court is most comfortable with development authorities when they only finance private projects.
- However, in the 21st Century, many private projects have public involvement.
- Our Courts are receptive to some P3 projects if they are properly “Integrated.”
 - ▶ “This Project is designed to fulfill the governmental functions of improving streets and of providing facilities for municipal administration and police and jail services. Accordingly, it does not appear to fit within the definitions of commerce, trade, or industry.” *Odom* case, 1983.
 - ▶ “In *Odom*, the DDA sought to issue revenue bonds, the proceeds of which would finance the construction of a new city hall, renovate the existing police station and jail, and improve city streets. The project thus consisted of purely public elements. This court held that the scope of this project did not fall within the constitutionally designated purposes of Downtown Development Authorities which are the promotion and development of “trade, commerce, industry, and employment opportunities.” 1983 Georgia Constitution, Art. IX, Sec. VI, Par. III. In the case before us the project is comprised of both public and private components which are integrated so as to produce the desired purposes. The trial court found that the project will promote and develop the public purposes of trade, commerce, industry, and employment opportunities. There is evidence in the record to support this determination.” *Nations I*, 1985 (Underground Atlanta project).
- Some Constitutional DDAs have power to carry out purely public projects.



VALIDATION IS A BEST PRACTICE FOR ECONOMIC DEVELOPMENT PROJECTS

- Judge's final validation order is "forever incontestable and conclusive." Ga. Const. Art. IX, Sec. VI, Para. IV
- Traditional- Use validation orders to cover-
 - ▶ Incentives don't violate Constitutional prohibition of "Gifts and Gratuities"
 - ▶ Validity of "abatement" structure
 - leasehold valuation
 - usufruct
 - nontaxable lease
 - PILOT (payment in lieu of taxes) bonds



VALIDATION IS A BEST PRACTICE FOR ECONOMIC DEVELOPMENT PROJECTS

Now- Also use validation orders to cover-

- P3 project is properly integrated
- the project is not subject to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 *et seq.*)
- the bonds do not constitute a “business loan” or confer any other “public benefit” within the meaning of O.C.G.A. § 50-36-1 (HB 87)
- neither the Company nor any other participant in the transaction involving the bonds or the project and their respective counsel constitute an “applicant for public benefits” within the meaning of O.C.G.A. § 50-36-1
 - ▶ therefore, such persons are not subject to Systematic Alien Verification of Entitlement (SAVE)
- the bonds are not subject to the PILOT Restriction Act (O.C.G.A. § 36-80-16.1)
- the bond issue and the expenditure of the proceeds thereof are exempt from the performance audit and performance review provisions of O.C.G.A. § 36-82-100



MONEY MAKES THE WORLD GO 'ROUND

- Community development and redevelopment, and economic development, require funding
 - ▶ Where does the money come from?
- Some Constitutional DDAs have the power to tax or assess within their area of operations
- A City has the power to create a special tax district to financially support the DDA and its projects (subject to other legal constraints). Ga. Const. Art. IX, Sec. II, Para, VI; O.C.G.A. Sec. 36-42-16.
- Local governments have the option to financially support their development authorities.
 - ▶ County: 1 mill to a county development authority or a joint city/county development authority (O.C.G.A. Sec. 48-5-220 (20))
 - ▶ City: 3 mills to a city development authority or a joint city/county development authority (O.C.G.A. Sec. 48-5-350)
 - ▶ More: if governmental purpose or if provided in Local Constitutional Amendment
- Some Local Constitutional Amendments (LCAs) authorize additional millage support
- An intergovernmental agreement (IGA) between the local government and the development authority can be used to “monetize” this millage.
 - ▶ Monetization is through “contract revenue bonds.”
 - ▶ IGA can be multiyear.



BONDS

- The interest on bonds issued by a development authority (industrial development revenue bonds, or IDBs) is either federally taxable or federally tax-exempt.
- Federally tax-exempt bonds are more desirable.
 - Advantages of tax-exempt financing
 - Lower interest rate
 - Longer term
 - Greater marketability
 - More availability of interest-only/ capitalized interest
 - Smaller bond issues more do-able



BONDS

- Historically, DDAs were active in the bond financing of downtown projects
- But federal tax law changes in the 1980's removed access to tax-exempt financing for most types of DDA projects.
- When tax-exempt bond financing is available, it's still the best way to finance a project.



DO YOU SPEAK “BOND”? AND CAN YOUR DDA ISSUE BONDS LIKE THESE?

THIS ...	IS THE <u>OPPOSITE</u> OF...THIS
<p>REVENUE BOND</p> <p>Yes. Only revenue and other collateral from the private company is at risk. No repayment obligation on the part of the development authority, the city, the county or the State.</p>	<p>GENERAL OBLIGATION BOND</p> <p>No (with contract revenue bonds, the IGA is pledged)</p> <p>Exception: Constitutional DDA with power to tax/assess.</p>
<p>TAX-EXEMPT BOND</p> <p>Yes- mainly “small issue” manufacturing bonds, qualified 501(c)(3) bonds, and exempt facility bonds (if state law authorizes for development authority). Federal tax laws make inducement resolution mandatory.</p>	<p>“TAXABLE” BOND</p> <p>Yes. Some taxable “green” bonds are actually “tax credit” bonds with economics like tax-exempt bonds. Examples: CREBs; QECBs. Inducement resolution is traditional but optional.</p>



DO YOU SPEAK “BOND”? AND CAN YOUR DDA ISSUE BONDS LIKE THESE?

THIS ...	IS THE <u>OPPOSITE</u> OF...THIS
<p>PRIVATELY PLACED</p> <p>Yes. Example- bond sold to local bank. No underwriter necessary. Fewer private placements, because fewer profitable banks that can use tax-exempt bonds.</p>	<p>PUBLICLY SOLD</p> <p>Yes. An underwriter is needed for public offerings. A bank letter of credit is needed to secure the bonds. Fewer public offerings because fewer banks provide LOCs.</p>
<p>INVESTMENT GRADE</p> <p>Yes- depending on quality of pledged revenue and/or credit enhancement</p>	<p>“JUNK”/HIGH YIELD/ UNRATED</p> <p>Yes (but be cautious)</p>



DO YOU SPEAK “BOND”? AND CAN YOUR DDA ISSUE BONDS LIKE THESE?

THIS ...	IS THE <u>OPPOSITE</u> OF...THIS
PRIVATE ACTIVITY Yes- if project is authorized by governing law (Downtown Development Authorities Law or LCA and local acts; Constitution)	GOVERNMENTAL PURPOSE Only for qualified public/private partnership projects (P3) or if LCA permits
FLOATING RATE Yes (letter of credit normally required)	FIXED RATE Yes
NON-AMT Except for qualified 501(c)(3) bonds, most development authority bonds are subject to the Alternative Minimum Tax.	AMT Yes



DO YOU SPEAK “BOND”? AND CAN YOUR DDA ISSUE BONDS LIKE THESE?

THIS ...	IS THE <u>OPPOSITE</u> OF...THIS
<p>“BANK QUALIFIED”</p> <p>Except for some situations involving qualified 501(c)(3) bonds, most development authority bonds are not “bank qualified”, or “BQ” (doesn’t mean banks can’t buy them; means banks don’t get a carrying charge deduction)</p>	<p>NOT “BANK QUALIFIED”</p> <p>Yes</p>
<p>AUTHORITY-ISSUED</p> <p>Yes. Bonds that are tax-exempt have to be issued through a public body.</p>	<p>COMPANY-ISSUED</p> <p>No- Taxable bonds can be issued directly by the company. But no incentives authorized!</p>



DO YOU SPEAK “BOND”? AND CAN YOUR DDA ISSUE BONDS LIKE THESE?

THIS ...	IS THE <u>OPPOSITE</u> OF...THIS
CAPITAL MARKETS Yes. “Capital markets” refers to the various types of bond purchasers.	“BONDS FOR TITLE” Yes. Company buys its own bonds.
LOCAL GOVERNMENT APPROVED Yes. In order for private activity bonds to be tax-exempt, they have to be approved by the local government (TEFRA approval).	NOT APPROVED BY LOCAL GOVERNMENT Yes- Taxable bonds can always be issued by a development authority. (Some LCAs require local government approval-also see <i>O.C.G.A. Sec. 36-42-6(3).</i>)



CONCLUSION- DDAs ARE IMPORTANT

- BOTH CITYWIDE DEVELOPMENT AUTHORITIES AND COUNTY DEVELOPMENT AUTHORITIES HAVE JURISDICTION WITH A DDA'S AREA OF OPERATIONS. SO, WHY DO WE NEED DDAs?
ANSWER

- ▶ ONE SIZE DOES NOT FIT ALL;
- ▶ DDAs ARE A SPECIALIZED RESPONSE TO A SPECIALIZED NEED;
- ▶ DDAs ARE THE MOST INVOLVED WITH THE DOWNTOWN DEVELOPMENT AREA;
- ▶ DDAs HAVE SOME SPECIAL POWERS THAT CAN BE VERY HELPFUL IN SPECIAL SITUATIONS;
- ▶ DDAs' DIRECTORS REPRESENT THE DOWNTOWN STAKEHOLDERS; AND
- ▶ DDAs HAVE AN IMPORTANT ROLE TO PLAY!



REFERENCES

THIS PRESENTATION AND OTHER REFERENCES CAN BE DOWNLOADED AS FOLLOWS:

- June 2012- “Bonds 101”
- April 2012- “Development Authorities 101”
- June 2011- "TIFs and TADs in Tough Times“; TIFs and TADs Questions and Answers
- January 2011 - “Introduction to Tax-Exempt Bonds”
- January 2011 - “Introduction to 'Taxable Floaters' ”
- August 2010 – "Bonds For Title"

at <http://danmcrae.info/whitepapers>



QUESTIONS?

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MORE INFORMATION

This presentation is a quick-reference guide for company executives and managers, elected and appointed officials and their staffs, economic developers, participants in the real estate and financial industries, and their advisors. The information in this presentation is general in nature. Various points which could be important in a particular case have been condensed or omitted in the interest of readability. Specific professional advice should be obtained before this information is applied to any particular case. Any tax information or written tax advice contained herein is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice.)



AGENDA ITEM REQUEST SHEET
February 6, 2013

Subject: Urban Redevelopment Plan Amendment (Peachtree Pavilion) Public Hearing

Date of Meeting: February 18, 2013

Budget Impact: Yes N/A

Budget Impact Amount: \$ _____

Funding Source:

- Annual
- Capital
- Grant(s)/ Technical Assistance
- N/A

- Regular
- Work Session
- Recommendation
- Policy/Discussion
- Report
- Ceremonial
- Other

Department: Administrative

Department Head: Mayor

Background: The purpose of this Urban Redevelopment Plan amendment seeks to expand the Urban Redevelopment Area and the potential Opportunity Zone designation to a single parcel. Parcel number 18 322 02 008, also known as Peachtree Pavilion, is located at 6035 Peachtree Road Buford Highway.

Respectfully,

S/ Luke Howe
Assistant to the Mayor

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF DORAVILLE**

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COUNCIL OF DORAVILLE, GEORGIA; TO AMEND THE CITY OF DORAVILLE URBAN REDEVELOPMENT PLAN FOR AN AREA WITHIN THE CITY OF DORAVILLE, PURSUANT TO THE PROVISIONS OF THE URBAN REDEVELOPMENT LAW, O.C.G.A. SECTION 36-61-1 ET SEQ.; TO APPROVE AN APPLICATION FOR AN OPPORTUNITY ZONE FOR THE AMENDED AREA ENCOMPASSED BY SUCH REDEVELOPMENT PLAN PURSUANT TO O.C.G.A. SECTION 48-7-40.1; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the City Council of Doraville, Georgia (the "City") is the duly elected governing authority for the City; and

WHEREAS, in August 2012, it was determined by City Council that there is a need for the revitalization and redevelopment of further areas of the City to develop and promote for the public good and general welfare: housing, trade, commerce and employment opportunities within the City; and

WHEREAS, in August 2012, the City Council recognized that within such areas there exist such conditions as: a predominance of buildings or improvements, both residential and nonresidential, which by reason of dilapidation, deterioration, age, vacancy or obsolescence are detrimental to the public health, safety or welfare; the presence of a substantial number of vacant, deteriorated, or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness for present or future development; development impaired by transportation noise or by other environmental hazards; or a combination of such conditions that substantially impairs or arrests the sound growth of the City, retards the provisions of adequate housing accommodations, and constitutes an economic detriment and impairs the public health, safety, or welfare in the present condition and use; and,

WHEREAS, it has been determined by the City Council that it is in the public interest and is vital to the public welfare of the people of the City and of the people of the State of Georgia to revitalize and redevelop such areas of the City; and,

WHEREAS, in August 2012, it was determined by the City Council that such areas met the criteria of O.C.G.A., Section 36-61-7 and O.C.G.A. 36-61-2 (18) and should be designated as Urban Redevelopment Areas; and,

WHEREAS, the City prepared and adopted a workable program to encourage needed urban rehabilitation, to provide for redevelopment, and to undertake such activities as may be

suitably employed to achieve these objectives in the Urban Redevelopment Areas, known as the Doraville Urban Redevelopment Plan; and,

WHEREAS, on August 20, 2012, the City caused a public hearing on the adoption of the Doraville Urban Redevelopment Plan pursuant to the provisions of O.C.G.A., Section 36-61-7; and,

WHEREAS, on August 27, 2012, the City Council adopted the Doraville Urban Redevelopment Plan pursuant to the provisions of O.C.G.A., Section 36-61-7; and,

WHEREAS, the City desires to amend the adopted Doraville Urban Redevelopment Plan, which shall not substantially change the plan; and,

WHEREAS, pursuant to O.C.G.A., Section 36-61-7, the City has caused a public hearing to be held on February 18, 2013 to adopt an amendment to the Doraville Urban Redevelopment Plan; and,

WHEREAS, the City Council amends the Doraville Urban Redevelopment Plan by adding parcel 18 322 02 008 (also known as Peachtree Pavilion) located at 6035 Peachtree Road; and,

WHEREAS, it is determined by the City Council that the amended Doraville Urban Redevelopment Plan conforms to the general plan of the City as a whole; and,

WHEREAS, it is further determined by the City Council that the amended Doraville Urban Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Redevelopment Area by private enterprise; and,

WHEREAS, Georgia law (O.C.G.A. 48-7-40.1) provides for the creation of an Opportunity Zone to assist in the redevelopment of Urban Redevelopment Areas; and,

WHEREAS, the City finds that all or parts of the amended Doraville Urban Redevelopment Area qualifies for such a zone and seeks to redevelop the City to promote growth and improve the public health, safety, welfare, and property values; and,

WHEREAS, the City finds that the area encompassed by the amended Doraville Urban Redevelopment Area has undergone significant changes and that an Opportunity Zone would increase property values, promote economic development, and provide other benefits; and,

WHEREAS, the City understands that adoption of the amended Doraville Urban Redevelopment Plan will assist in the creation of an Opportunity Zone with the approval of the Georgia Department of Community Affairs; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Doraville Georgia, that the amended Doraville Urban Redevelopment Plan in the form attached hereto as Exhibit "A" is hereby adopted; that the submission of the amended Doraville Urban Redevelopment Plan to the Georgia Department of Community Affairs for the purpose of

applying for Opportunity Zone designation for the all or parts of the area encompassed by said plan is hereby approved, together with an application for such designation.

APPROVED AND ADOPTED THE ____ DAY OF February, 2013.

CITY OF DORAVILLE, GEORGIA

Donna Pittman, Mayor

ATTEST:

Sandra Bryant, Acting City Clerk
(SEAL)

APPROVED AS TO FORM:

Cecil G. McLendon, City Attorney



AGENDA ITEM REQUEST SHEET

Subject: First Read on Proposed Budget Amendment Ordinance

Date of Meeting: February 19, 2013

Budget Impact: Yes N/A

Budget Impact Amount: \$ _____

Funding Source:

- Annual
- Capital
- Grant(s)/ Technical Assistance
- N/A

- Regular
- Work Session
- Recommendation
- Policy/Discussion
- Report
- Ceremonial
- Other

Department: Finance

Department Head: Lisa Ferguson

Background:

During the midyear budget review process, several issues were identified that required budgetary changes to be addressed. This budget amendment addresses those issues as follows:

1. City Manager's budget – As a result of the contract negotiations, certain changes need to be made in order to accommodate the terms of the contract. The budget amendment takes the existing budget of \$80,846 and reallocates it within the same department in salaries, retirement, communications, etc to provide a more comprehensive budget for the City Manager's department which also accommodates the terms of his contract. This item does not increase or decrease the departmental budget nor does it increase or decrease the General Fund budget as a whole.
2. DMA Dues – The DeKalb Municipal Association changed the manner in which it determines dues, resulting in a bill of \$10,536.25 which was not anticipated at the time the previous budget was prepared. This has been included in the City Manager's departmental budget under Dues and Fees. This item does not increase or decrease the departmental budget nor does it increase or decrease the General Fund budget as a whole.
3. Comp time and overtime – The E911 department is currently over its budget for overtime. Earlier this year, we changed the method for timekeeping such that personnel who fill in the E911 department charge the appropriate time to the appropriate department. This change gives a much clearer picture of the true cost of operating the E911 center. At the same time, it has caused the E911 personal

services budget to be exceeded. I am requesting that \$70,000 be transferred from the Police Department budget in the General Fund to the E911 fund. This item will decrease the Police Department budget by \$70,000 and increase the E911 Department budget by \$70,000. The net effect on the overall budget will be no increase in expenditures.

4. Special Events and Medic Unit Budgets – As a result of the audit, it was determined that the Special Events and Medic Unit budgets did not need to be reported in separate funds. This item moves the original Special Events budget of \$15,302 from the Special Events Fund to the General Fund in the Recreation Department. It also moves the original Medic Unit budget of \$1,224 from the Medic Unit fund to the General Fund in the Police Department budget. The net effect on the overall budget will be no increase in expenditures for either category.
5. Hotel Motel Fund – The Hotel Motel fund has already exceeded the projected revenues for the current fiscal year. This is partly due to a slight increase in the revenues from the Comfort Inn but also due to the additional receipts from Alchemy, LLC, and receipts from a class action settlement concerning online hotel reservations. This change increases the budgeted revenues from \$25,000 to \$48,000 for the year. In addition, this also increases the budgeted transfers from Hotel Motel to the General Fund from \$15,000 to \$28,800.
6. Operating Transfers from Hotel Motel – As a result of the audit, we are reclassifying the Hotel Motel revenues in the General Fund to Operating Transfers In. This results in a reduction in the Taxes category of \$15,000 and an increase of \$28,000 in the Operating Transfers In category. The net effect of this change is that the total revenues for the General Fund are increased by \$13,800.
7. HOST Capital Projects Fund – We received the final balloon payment on the HOST tax revenues on January 31st. The total received was \$144,097. The HOST revenues and expenditures were increased to reflect the amount received. Other than the funds already allocated to the Halpern Park renovation project, the remainder of the Infrastructure expenditure budget remains unallocated. The net effect of this change is an increase in revenues and expenditures in the HOST Capital Projects Fund of \$61,262.
8. Interest Revenues – A minor adjustment of \$2,725 was made to the Interest Revenue category to balance the General Fund revenues to the General Fund expenditures. The Special Events and Medic Unit budgets used their own fund balances as their revenue sources. Their fund balances have been transferred to the General Fund. For the purposes of presenting a balanced budget, their expenditures are now being offset by the increase in Hotel Motel revenue and the increase in budgeted interest revenues.
9. LARP/LMIG Paving Projects – We have received confirmation from GDOT and DeKalb County that the proposed paving project discussed at the midyear budget review can be completed using our LMIG allocation using DeKalb's labor costs as the match. DeKalb County will provide the service under the Service Delivery Strategy agreement. Therefore, we have not included any funding for this project in the proposed budget amendment.

Action Required:

None - Because this is the first read on the ordinance, no action is required at this time.

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

	2013 Approved Budget	2013 Requested Amendment	Increase/ (Decrease)
<i>Fund 100 - General Fund</i>			
Taxes	6,013,686	5,998,686	(15,000)
Licenses and Permits	234,000	234,000	-
Intergovernmental Revenues	113,469	113,469	-
Charges for Services	137,802	137,802	-
Fines and Forfeitures	2,200,000	2,200,000	-
Investment Income	-	2,725	2,725
Contributions and Donations from Private Sources	2,500	2,500	-
Miscellaneous	66,000	66,000	-
Operating Transfers In	-	28,800	28,800
			-
Total General Fund Revenues	<u>8,767,457</u>	<u>8,783,982</u>	<u>16,525</u>

	2013 Approved Budget	2013 Requested Amendment	Increase/ (Decrease)
<i>General Fund Departmental Budgets</i>			
City Council	139,485	139,485	-
Mayor	199,771	199,771	-
City Administrator	80,846	80,846	-
Elections	-	-	-
General Administration	258,848	258,848	-
Finance	269,501	269,501	-
Legal	205,000	205,000	-
Information Technology	94,200	94,200	-
Facilities & Buildings	27,220	27,220	-
Municipal Court	424,976	424,976	-
Police	4,521,175	4,452,399	(68,776)
Animal Control	87,829	87,829	-
Public Works	684,112	684,112	-
Street Lights	180,000	180,000	-
Recreation	370,597	385,899	15,302
Swimming Pool	54,825	54,825	-
Parks	32,000	32,000	-
Library Administration	307,878	307,878	-
Planning and Zoning	290,802	290,802	-
Code Enforcement	120,795	120,795	-
			-
Interfund Transfers			-
To E911	352,181	422,181	70,000
Contingency	65,416	65,416	-
			-
	<u>8,767,457</u>	<u>8,783,982</u>	<u>16,525</u>

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

	2013 Approved Budget	2013 Requested Amendment	Increase/ (Decrease)
<i>Fund 210 - Confiscated Assets Fund</i>			
Revenues	385,285	385,285	-
Expenditures	385,285	385,285	-
Surplus/(Deficit)	-	-	-
<i>Fund 215 - Emergency 911 Fund</i>			
Revenues	502,181	572,181	70,000
Expenditures	502,181	572,181	70,000
Surplus/(Deficit)	-	-	-
<i>Fund 220 - Medic Unit Fund</i>			
Revenues	1,224	-	(1,224)
Expenditures	1,224	-	(1,224)
Surplus/(Deficit)	-	-	-
<i>Fund 230 - Tree Bank</i>			
Revenues	15,000	15,000	-
Expenditures	15,000	15,000	-
Surplus/(Deficit)	-	-	-
<i>Fund 250 - Multiple Grants Fund</i>			
Revenues	25,000	25,000	-
Expenditures	25,000	25,000	-
Surplus/(Deficit)	-	-	-
<i>Fund 235 - Special Events Fund</i>			
Revenues	15,302	-	(15,302)
Expenditures	15,302	-	(15,302)
Surplus/(Deficit)	-	-	-
<i>Fund 275 - Hotel/Motel Tax fund</i>			
Revenues	25,000	48,000	23,000
Expenditures	25,000	48,000	23,000
Surplus/(Deficit)	-	-	-
<i>Fund 330 - Homestead Option Sales Tax (HOST) Fund</i>			
Revenues	82,835	144,097	61,262
Expenditures	82,835	144,097	61,262
Surplus/(Deficit)	-	-	-
<i>Fund 505 - Water and Sewer Fund</i>			
Revenues	474,001	474,001	-
Expenditures	474,001	474,001	-
Surplus/(Deficit)	-	-	-
<i>Fund 540 - Solid Waste Fund</i>			
Revenues	362,000	362,000	-
Expenditures	362,000	362,000	-
Surplus/(Deficit)	-	-	-

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Revenues

Fund 100 - General Fund

Account Description	2013 Approved Budget	2013 Proposed Amendment	Increase/ (Decrease)
Real property tax-current year	1,779,427	1,779,427	-
Public utility tax-current year	62,742	62,742	-
Real property tax-prior year	-	-	-
Personal property tax-current year	939,511	939,511	-
Motor vehicle	135,506	135,506	-
Personal property-prior year	3,000	3,000	-
Real estate transfer (intangible)	1,500	1,500	-
Franchise taxes	600,000	600,000	-
Hotel/motel	15,000	-	(15,000)
Alcoholic beverage excise	80,000	80,000	-
Local option mixed drink	4,500	4,500	-
Business and occupation taxes	2,000,000	2,000,000	-
Insurance premium taxes	390,000	390,000	-
Penalties and interest on delinquent taxes	2,500	2,500	-
Alcoholic beverages	18,000	18,000	-
Building and signs	165,000	165,000	-
Motor vehicle operators	40,000	40,000	-
Regulatory fees	11,000	11,000	-
Federal government grants	113,469	113,469	-
Accident reports	15,000	15,000	-
Warrant contract	-	-	-
Background check fees	2,000	2,000	-
Activity fees	63,387	63,387	-
Spec Ev Receipts	-	-	-
Program fees	57,415	57,415	-
Municipal	2,200,000	2,200,000	-
Interest revenues	-	2,725	2,725
Contributions and Donations from Private Sources	2,500	2,500	-
Rents and royalties	30,000	30,000	-
Miscellaneous	36,000	36,000	-
Transfers from Hotel Motel	-	28,800	28,800
	<u>8,767,457</u>	<u>8,783,982</u>	<u>16,525</u>

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Dept. 1320
City Manager

Account Description	2013 Approved Budget	2013 Proposed Amendment	Increase /(Decrease)
Regular employees	45,038	24,750	(20,288)
Overtime	-		-
Paid Time Off (PTO)	-	4,500	4,500
Holiday Pay	2,962	450	(2,512)
Group insurance	5,241	3,127	(2,114)
Social Security (FICA) contributions	2,170	1,931	(240)
Medicare	508	431	(77)
Retirement contributions	6,416	2,376	(4,040)
Workers' compensation	512	512	-
Moving Expenses	10,000	17,000	7,000
Repairs and maintenance		1,000	1,000
Insurance, other than employee benefits	2,500	2,500	-
Communications	1,500	500	(1,000)
Printing and binding	-	500	500
Travel	2,500	3,500	1,000
Dues and fees		12,670	12,670
Education and training		500	500
General supplies and materials		500	500
Water/sewerage		500	500
Natural gas		500	500
Electricity		500	500
Gasoline		600	600
Books and periodicals		500	500
Small equipment	1,500	1,500	-
	80,846	80,846	-

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Dept. 3200
Police Department

Account Description	2013 Approved Budget	2013 Requested Amendment	Increase/ (Decrease)
Regular employees	1,935,926	1,865,926	(70,000)
Overtime	32,775	32,775	-
Paid Time Off (PTO)	250,000	250,000	-
Holiday Pay	95,735	95,735	-
Group insurance	469,160	469,160	-
Social Security (FICA) contributions	143,495	143,495	-
Medicare	33,559	33,559	-
Retirement contributions	418,268	418,268	-
Unemployment insurance	4,470	4,470	-
Workers' compensation	164,180	164,180	-
Professional	25,500	25,500	-
Technical	3,645	3,645	-
Disposal (e.g., garbage pickup)	1,550	1,550	-
Lawn care	-	-	-
Repairs and maintenance	114,863	114,863	-
Rental of equipment and vehicles	21,241	21,241	-
Insurance, other than employee benefits	135,317	135,317	-
Communications	126,328	126,328	-
Printing and binding	5,800	5,800	-
Travel	4,000	4,000	-
Dues and fees	2,820	2,820	-
Education and training	23,000	23,000	-
Contract labor	1,000	1,000	-
Other	3,000	3,000	-
General supplies and materials	149,392	149,392	-
Medic Unit Supplies	-	1,224	1,224
Water/sewerage	2,000	2,000	-
Natural gas	9,500	9,500	-
Electricity	42,500	42,500	-
Gasoline	220,000	220,000	-
Food	15,500	15,500	-
Machinery	11,900	11,900	-
Vehicles	25,000	25,000	-
Computers	17,250	17,250	-
Other Equipment	12,500	12,500	-
	<u>4,521,175</u>	<u>4,452,399</u>	<u>(68,776)</u>

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Dept. 3800
Fund 215 E911

Account Description	2013 Approved Budget	2013 Requested Amendment	Increase /(Decrease)
Fund balance - E911 Fund			
E-911 charges-Landlines	150,000	150,000	-
E-911 Charges-Wirele			-
Operating Trnsfrs In	352,181	422,181	70,000
Total Revenues	502,181	572,181	70,000
		-	
Regular employees	250,740	250,740	-
Overtime	14,426	84,426	70,000
Paid Time Off (PTO)	40,000	40,000	-
Holiday Pay	12,207	12,207	-
Group insurance	34,936	34,936	-
Social Security (FICA) contributions	19,677	19,677	-
Medicare	4,602	4,602	-
Retirement contributions	55,536	55,536	-
Unemployment insurance	275	275	-
Workers' compensation	1,167	1,167	-
Professional	900	900	-
Insurance, other than employee benefits	18,216	18,216	-
Communications	48,000	48,000	-
Travel	1,500	1,500	-
Total Expenditures	502,181	572,181	70,000

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Fund 275 Hotel Motel

Account Description	2013 Approved Budget	2013 Requested Amendment	Increase/ (Decrease)
Fund balance - Hotel/Motel tax Fund			
Hotel/motel	25,000	48,000	23,000
Total Revenues	<u>25,000</u>	<u>48,000</u>	<u>23,000</u>
Payments to other agencies	10,000	19,200	9,200
Operating transfers-To General Fund	15,000	28,800	13,800
Total Expenditures	<u>25,000</u>	<u>48,000</u>	<u>23,000</u>

City of Doraville
FY2013 Proposed Budget Amendment
February 19, 2013

Fund 330 HOST Capital Projects Fund

Account Description	2013 Approved Budget	2013 Proposed Amendment	Increase/ (Decrease)
Fund Balance			
HOST Tax	82,835	144,097	61,262
Retained Earnings			
Total Revenues	82,835	144,097	61,262
Site Improvements	32,268	32,268	-
Infrastructure	50,567	111,829	61,262
Total Expenditures	82,835	144,097	61,262

ORDINANCE 2012-___

**ORDINANCE TO PROVIDE FOR THE ADOPTION OF AN AMENDED BUDGET, ITS EXECUTION
AND EFFECT FOR THE FISCAL YEAR BEGINNING JULY 1, 2012
AND ENDING JUNE 30, 2013**

BE IT ORDAINED by the Mayor and City Council of the City of Doraville, Georgia:

Section I. The City previously adopted a Budget for fiscal year July 1, 2012 through June 30, 2013. There is hereby adopted for the fiscal year July 1, 2012 through June 30, 2013, an amendment for the City of Doraville, Georgia, as detailed herein. Amounts in this budget may be re-allocated within funds by approval of the Mayor as long as the total budgeted amounts do not exceed these appropriations by fund.

Section II. General Fund. The General Fund for the City of Doraville shall have an appropriation of \$8,783,982, for the general obligations and legal obligations in FY 2013.

General Fund revenues for the fiscal year are estimated as follows:

Taxes	\$5,998,686
Licenses and Permits	234,000
Intergovernmental Revenues	113,469
Charges for Services	137,802
Fines and Forfeitures	2,200,000
Investment Income	2,725
Contributions & Donations from Private Sources	2,500
Miscellaneous	66,000
Operating Transfers In	28,800
Total Estimated General Fund Revenues	\$8,783,982

Should the total estimated revenues received exceed the amount estimated, the City Council shall allocate such excess to the General Fund subject to further action.

Section III. There is appropriated for the general operation and payment of certain legal obligations of the City of Doraville for the fiscal year 2013 a total of \$8,783,982, or as much as may be deemed necessary, not to exceed this amount and such sums shall be disbursed from the following:

City Council	\$139,485
Mayor's Office	199,771
City Administrator	80,846
City Clerk General Administration	258,848
Finance	269,501
Legal	205,000
Information Technology	94,200
Government Buildings	27,220
Municipal Court	424,976
Police and Jail	4,452,399
Animal Control	87,829
Public Works	684,112
Street Lighting	180,000
Recreation	385,899
Swimming Pool	54,825
Parks	32,000
Library	307,878
Planning and Zoning	290,802
Quality of Life	120,795
Transfers to Other Funds-E911	422,181
Contingency	65,416
Total Estimated General Fund Expenditures	\$8,783,982

Section IV. Confiscated Assets Fund. There is hereby established a Confiscated Assets Fund for the City of Doraville with an appropriation of \$385,285.

Revenues for the Confiscated Assets Fund shall be from the following sources:

Fund Balance – Confiscated Assets Fund	385,285
Total Confiscated Asset Fund Revenues	\$ 385,285

The following disbursements are authorized for the fiscal year 2013:

Public Safety	385,285
Total Confiscated Asset Fund Expenditures	\$ 385,285

Section V. E911 Special Revenue Fund. There is hereby established an E-911 Fund for the City of Doraville with an appropriation of \$572,181.

Revenues for the E911 Fund shall be from the following sources:

Transfer in from General Fund	422,181
E911 Charges	150,000
Total Fund Revenues – E911	\$ 572,181

The following disbursements are authorized for the fiscal year 2013:

Operations	\$ 572,181
Total E-911 Fund Expenditures	\$ 572,181

Section VI. Tree Fund. There is hereby established a Tree Fund for the City of Doraville with an appropriation of \$15,000.

Revenues for the Tree Fund shall be from the following sources:

Fund Balance – Tree Fund	15,000
Total Tree Fund Revenues	\$ 15,000

The following disbursements are authorized for the fiscal year 2013:

Supplies – Trees	15,000
Total Tree Fund Expenditures	\$ 15,000

Section VII. Multiple Grants Fund. There is hereby established a Multiple Grants Fund for the City of Doraville with an appropriation of \$25,000.

Revenues for the Multiple Grants Fund shall be from the following sources:

Halpern Park Grant – Multiple Grants Fund	25,000
Total Multiple Grants Fund Revenues	\$ 25,000

The following disbursements are authorized for the fiscal year 2013:

Purchased/Contracted Services	25,000
Total Multiple Grants Fund Expenditures	\$ 25,000

Section VIII. Hotel/Motel Tax Fund. There is hereby established a Hotel/Motel Tax Fund for the City of Doraville with an appropriation of \$48,000.

Revenues for the Hotel/Motel Tax Fund shall be from the following sources:

Taxes-Hotel/Motel	48,000
Total Hotel/Motel Tax Fund Revenues	\$ 48,000

The following disbursements are authorized for the fiscal year 2013:

Payments to Other Agencies	19,200
Transfer out to General Fund	28,800
Total Hotel/Motel Tax Fund Expenditures	\$ 48,000

Section IX. Capital Projects Fund. There is hereby established a Capital Projects Fund for the City of Doraville with an appropriation of \$144,097.

Revenues for the Capital Projects Fund shall be from the following sources:

HOST Tax	144,097
Total Capital Projects Fund Revenue	\$ 144,097

The following disbursements are authorized for the fiscal year 2013:

Capital Outlay	144,097
Total Capital Projects Fund Expenditures	\$ 144,097

Section X. Stormwater Management Fund. There is hereby established a Stormwater Management Fund for the City of Doraville with an appropriation of \$474,001.

Revenues for the Stormwater Management Fund shall be from the following sources:

Charges for Services – Stormwater	474,001
Total Stormwater Management Fund Revenue	\$ 474,001

The following disbursements are authorized for the fiscal year 2013:

Public Works-Stormwater	474,001
Total Stormwater Management Fund Expenditures	\$ 474,001

Section XI. Solid Waste Fund. There is hereby established a Solid Waste Fund for the City of Doraville with an appropriation of \$362,000.

Revenues for the Solid Waste Fund shall be from the following sources:

Sanitation Fees	362,000
Total Solid Waste Fund Revenues	\$ 362,000

The following disbursements are authorized for the fiscal year 2013:

Purchased/Contracted Services	362,000
Total Solid Waste Fund Expenditures	\$ 362,000

SO RATIFIED AND ADOPTED by the Mayor and City Council of the City of Doraville, Georgia, in regular session assembled this ___ day of _____, 2013.

CITY OF DORAVILLE, GEORGIA

Mayor

First Reading

Second Reading

ATTEST:

(SEAL)
Sandra Bryant, Assistant City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr., City Attorney

	Yea	Nay
Maria Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Brian Bates	<input type="checkbox"/>	<input type="checkbox"/>
Pam Fleming	<input type="checkbox"/>	<input type="checkbox"/>
Karen Pachuta	<input type="checkbox"/>	<input type="checkbox"/>
Robert Patrick	<input type="checkbox"/>	<input type="checkbox"/>
Trudy Jones Dean	<input type="checkbox"/>	<input type="checkbox"/>



AGENDA ITEM REQUEST SHEET

Subject: Second Read – Ordinance to Revise Section 4 of the Doraville Employee Manual

Date of Meeting: February 19, 2013

Budget Impact: Yes N/A

Budget Impact Amount: \$ _____

Funding Source:

- Annual
- Capital
- Grant(s)/ Technical Assistance
- N/A

- Regular
- Work Session
- Recommendation
- Policy/Discussion
- Report
- Ceremonial
- Other

Department: Finance

Department Head: Lisa Ferguson

Background:

The City of Doraville implemented an online timekeeping and payroll system in 2009. In addition, the employees have been paid biweekly since that time. The changes requested in this ordinance update the existing ordinance to reflect the changes made to the payroll and timekeeping procedures when the online timekeeping system was implemented. These changes will allow the recordkeeping and payroll processing to be accomplished using the online timekeeping and payroll system within the parameters specified in the ordinance.

References to changing the Comp Time cap have been removed.

Recommendation:

The Finance Department recommends that the Council approve the changes to the Personnel Policy ordinance.

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2012-__

AN ORDINANCE TO REVISE CHAPTER 2 (“ADMINISTRATION”), ARTICLE IX (“PERSONNEL POLICIES”) SECTION 2-242 (“PERSONNEL HANDBOOK”) BY AMENDING SECTION 4 OF THE PERSONNEL HANDBOOK TO REVISE PROCEDURES FOR COMP TIME ACCRUAL AND USE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; TO PROVIDE FOR CODIFICATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Doraville, Georgia desires to foster a healthy, efficient, and productive work environment for its staff in their mission to serve the interests of the citizens of the City; and

WHEREAS, the City has duly adopted personnel policies and a corresponding employee manual; and

WHEREAS, the City personnel policies currently establish certain procedures for accounting for time worked by employees and the process of reporting same to the appropriate Departments; and

WHEREAS, the Mayor and City Council wish to revise the hours of work and attendance provisions of the Employee Manual for best practices and to reflect the current online attendance system usage by the employees of the City.

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

Section 1

That the Code of Ordinances for the City of Doraville, Georgia, is hereby amended by revising Chapter 2, Article IX, Section 2-242, the Personnel Handbook, Section 4 (“Hours of Work and Attendance”) to read as follows:

SECTION 4.

HOURS OF WORK AND ATTENDANCE

Section 4.1. Policy. It is the City's policy to establish and maintain work schedules that are as definite and as reasonable as possible based on the needs of the City and in compliance with applicable laws and regulations. The City complies with the requirements of the Fair Labor Standards Act and any applicable state and local laws with respect to wages and hours.

Section 4.2. Hours of Work.

A. Work Day/Work Week. *Except for employees of the City of Doraville Police Department, a normal work day and work week for full-time employees generally is considered 8 hours per day, Monday through Friday. Actual work hours within each day may vary depending on an employee's job position. In offices or other work situations where service is provided beyond the normal work day or work week (e.g. twenty-four (24) hour service seven days per week), the required regular hours of work may exceed the normal work week.*

B. Hours Worked.

1. *Hours worked include, for example:*

- a. *Time an employee is required to be on duty at his normal job site, work station, or elsewhere, or which is otherwise spent performing work on behalf of the City. Non-exempt employees should not perform any work outside normal work hours or away from his normal job site or work station (such as working from home) unless such work is approved in advance by the Department Director;*
- b. *Rest or break periods approved in advance by the Department Director, which shall not exceed fifteen (15) minutes each in length (NOTE: Such periods, including "coffee breaks" shall not be used to allow an employee to come in late, leave early, or to extend the lunch period);*
- c. *Time spent by an employee in travel as part of his principal activity, such as travel from job site to job site during the workday;*
- d. *Time spent traveling on one-day assignments;*
- e. *Time spent "on-call" where an employee who is required to remain on call on the City's premises or so close to the City's premises that the employee cannot use the time effectively for his own purposes;*

c. *The Mayor or designee may authorize exemptions for the "unpaid lunch" requirement, specifically and in writing, when public safety or well-being of the citizens or employees is at risk.*

4. *Break Periods. Formal paid break periods are not designated. If and when breaks are given depends on the department involved and the operating needs of the department, and are determined at the discretion of the Department Director.*

C. *Recording Time Worked.*

1. *Non-exempt employees must accurately record all time worked for the City by ~~completing a time sheet that records the time~~clocking in and out when they begin and end work each day using the online attendance system. In completing the time sheet, employees must also record the beginning and ending time of any unpaid period of work or departure from work for personal reasons.*

2. *Falsifying time records is a serious matter. Employees may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. If corrections or modifications are needed to a time record, a supervisor must verify the changes ~~by initialing the time record~~approving the requested changes in the online attendance system. Employees engaging in conduct that violates*

this policy may be subject to disciplinary action, up to and including termination.

3. *Employees must ~~sign~~submit their time record to their supervisor via the online attendance system to certify it is accurate and truthful ~~and submit it to their supervisor~~. The supervisor will review ~~and then initial~~ the time record before submitting it to the Department Director. Department Directors are responsible for ~~submitting~~approving all time sheets, time off requests and timesheet change requests for their departments ~~to the City Clerk's office~~ in a timely manner.*

D. *Pay Period. Employees will be paid on a biweekly basis for hours worked in the prior pay period~~week~~. ~~In the event an employee plans to be absent on the designated pay day, he may request payment on the last work day prior to such absence~~. When the payday is on a holiday, employees normally will be paid on the last working day before the holiday. If payday occurs on a Saturday or Sunday, employees normally will be paid on Friday. If there is an error in an employee's paycheck, he should advise the ~~City Clerk's office~~Finance Department immediately. An employee's check will not be given to another person unless the employee authorizes it in writing.*

E. *Payroll Deductions and Complaint Procedure*

1. *Federal and state laws require the City to make certain deductions from an employee's earnings, including income withholding and social security*

taxes. No deductions, other than those legally required, will be made from an employee's paycheck without his consent. An employee may authorize deductions for participation in medical, dental, and other insurance plans.

2. *Salaried, exempt employees are subject to deductions from their salaries only for lawful reasons. If an employee feels he has been subject to an improper salary deduction, the employee should utilize the complaint procedure set forth in the City's EEO policy which is set forth in this Manual. In the event it is determined that an improper deduction was made, the City will reimburse the employee for the deduction.*

Section 4.3. Overtime.

Section 4.3.1. Policy. *There may be circumstances in which employees will be required to work overtime beyond their normal work schedule in order to meet operating requirements. In this regard, the City intends to establish controls in order to minimize such circumstances and ensure that overtime work is scheduled and paid in accordance with applicable laws. All overtime must be approved in advance in writing by an employee's Department Director.*

Section 4.3.2. Overtime Compensation.

- A. ***Non-Exempt Employees.*** *Hours worked in excess forty (40) hours in a work week are considered overtime for pay purposes, except for Police Department employees. Only hours actually worked count toward computing weekly overtime (i.e., PTO, compensatory time off, and holidays do not count toward hours*

worked). Pay for overtime hours worked shall be at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. Alternatively, an employee may request to receive compensatory time off instead of overtime pay, in which case compensatory time off will be accumulated at the rate of one and one-half (1.5) hours of compensatory time off for each overtime hour worked. Employees requesting compensatory time off in lieu of overtime pay may accrue up to a maximum of eighty (80) hours of compensatory time off at any given time. Any overtime hours worked by an employee after he has accrued eighty (80) hours of compensatory time off will be paid time and a half for additional overtime hours worked.

- B. Exempt Employees. Exempt salaried employees shall not receive overtime pay or compensatory time off. They are expected, at times, to work extra hours as a part of their job duties.*

Section 4.4. Attendance.

Section 4.4.1. Reporting Absences. *Consistent and prompt work attendance is a primary work requirement and is considered an essential function of all positions of employment with the City. As such, all employees are required to observe their established hours of work. If an employee is going to be late for work or absent, he must notify his supervisor before the start of his workday. Employees are required to speak with their supervisor directly or if their supervisor is not available, they must speak with another supervisor in the Department or their Department Director. It is not acceptable for an employee to*

have another person call for him, to leave a message on voicemail, to leave a message with a co-worker, or to send an email or text message.

Section 4.4.2. Job Abandonment. *Employees who are absent for three (3) or more days without notifying the City will be assumed to have voluntarily abandoned their position with the City and will be removed from the payroll.*

Section 4.4.3. Excessive Absenteeism. *Excessive absenteeism and tardiness may result in disciplinary action, up to and including termination of employment with the City. Excessive absenteeism and tardiness is generally considered:*

- More than one occasion of unexcused absence.*
- Three occasions of excused absence or tardiness in a three month period.*
- Six or more occasions of excused absence or tardiness within a 12 month period.*
- An unacceptable pattern of absences and/or tardiness over an individual's employment history.*

Individual circumstances may dictate that fewer tardies or absences than the amounts listed above may still be considered excessive absenteeism. Employee attendance is simply one aspect of job performance and will be considered together with overall performance and attitude. The City will apply this policy consistent with all applicable laws.

Section 4.4.4. Hazardous Weather Conditions.

When the Mayor declares a weather emergency and instructs employees not to report to work, employees designated in advance as essential to dealing with such emergencies are expected to be prepared to report to work as assigned. Other employees may be called to work in an emergency even though they are not designated in advance as essential.

If the Mayor has not declared a weather emergency, an employee absent from work may be charged with an unexcused absence. However, such employees may be allowed, at the discretion of the Department Director, to:

- 1. Make up the time lost from work at a time scheduled by the Department Director.*
- 2. Take the time off without pay.*
- 3. Take the time off as Compensatory time.*
- 4. Take the time off as PTO.*

Section 4.4.5. Attendance Report. *Each Department Director shall be responsible for completing an attendance report for his department, completed at the end of each pay period, which includes time sheets, time cards, and leave requests signed by the employee. This report should be ~~filed~~completed using the online attendance system ~~with the City Clerk~~ no later than 9:00 a.m. on the business day following the end of the regular pay period. Attendance records will be maintained in the online attendance*

~~*system. The summary of all attendance records shall be filed and maintained by the City Clerk's Office.*~~

Section 2

a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of this Ordinance.

c. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 4

This Ordinance shall be codified in accordance with state law and the Code of the City of Doraville, Georgia. Unless otherwise stated in the wording of this Ordinance, this Ordinance shall become effective upon adoption.

SO ORDAINED, this ___ day of _____, 2013.

CITY OF DORAVILLE, GEORGIA

Mayor

First Reading

Second Reading

ATTEST:

_____(SEAL)
Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr., City Attorney

	Yea	Nay
Maria Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Brian Bates	<input type="checkbox"/>	<input type="checkbox"/>
Pam Fleming	<input type="checkbox"/>	<input type="checkbox"/>
Karen Pachuta	<input type="checkbox"/>	<input type="checkbox"/>
Trudy Jones Dean	<input type="checkbox"/>	<input type="checkbox"/>
Robert Patrick	<input type="checkbox"/>	<input type="checkbox"/>



THE CITY OF DORAVILLE
AGENDA ITEM SHEET and REPORT

Subject: Special Use Permit (Conditional Use Permit) for New for new Cell Tower at 5788 South Peachtree Road represented by David Kirk, Esq. Troutman Sanders LLP for TowerCom V, LLC

Date of Meeting: 3/4/13

Budget Impact: [] Yes [X] No

Budget Impact Amount: \$ n/a

- Regular Meeting [X]
Work Session []
Recommendation []
Policy/Discussion []
Report []
Other []

Funding Source:

- [] Annual
[] Capital
[X] N/A

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: Applicant is requesting a conditional use permit to install a telecommunications tower at 5788 S. Peachtree Road, Doraville, GA.

History, Facts, Issues:

This application is for a new telecommunications tower approximately 84 feet in height on property currently zoned M-2 at 5788 S. Peachtree Road. Said property is owned by Cobalt Properties LLC and The property is located in the M-2 zoning district on the north side of South Peachtree Road and south of the Southern rail lines. Property to the east and west are both zoned M-2. The property south of South Peachtree Road located at the intersection of South Peachtree and New Peachtree Road is zoned M-2. The property further south across New Peachtree Road is zone R-3 (Shallowford Garden Apartments). (see attached zoning map and aerial photos).

Telecommunication towers are allowed as a permitted use in the M-2 Heavy Manufacturing zoning district, but that such tower shall be set back from any existing off-site residence a distance of not less than five hundred (500) feet from the property line of such residence. The proposed tower is located approximately 263 feet from parcel number 18 310 02 007 (Shallowford Garden Apartments) and hence requires a Special Use Permit. The tower is approximately 84 feet in height and to be located between the existing building on the site and the rail lines to the north. The Applicant has provided the documents required for the application and has received a Certificate of No Hazard to Air Navigation from the FAA which is attached.

When considering an application for a CUP, the Planning Staff, Planning Commission, Mayor, and City Council shall evaluate the impact of the proposed conditional use on and its compatibility with surrounding properties and residential areas to ensure the appropriateness of the use at the particular location, and shall consider the extent to which:

- (1) The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan;**

The property is identified as being in the Industrial Character Area of the comprehensive plan and in the Mixed Use Redevelopment Opportunity area of the Future Development Map of the Comprehensive Plan. The Comprehensive Plan does not address locations for telecommunication towers as a use. Locations are, however, addressed within the zoning district regulations.

- (2) The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;**

As per City of Doraville code, telecommunication towers are a permitted use in the M-2 zoning district, however, if within 500 feet of a residentially zoned property they are an allowed use by Special Use Permit (conditional use permit).

- (3) The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent developments and neighborhoods;**

The proposed use is within an existing area of automotive sales, repair shops and other uses allowed in the M-2 zoning district. It is located in a triangle formed by S. Peachtree Road, to the dead end of S. Peachtree Road and the Southern Rail railroad tracks. The proposed location of the tower and the associated ground-level equipment would not be visible from S. Peachtree Road in that they are behind the existing used car dealership building. The Applicant has provided photo simulations of views of the tower from various locations in the surrounding area addressing the visual impact of the tower.

- (4) The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;**

The proposed use does not generate an increase of vehicular or pedestrian traffic other than occasional maintenance trucks.

- (5) The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;**

No additional adjustments are foreseen based upon the size and intensity of use.

- (6) The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and the proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and neighborhoods.**

The Applicant has provided photo simulations of the tower as proposed from different locations in the surrounding area.

(7) The proposed use is based on the site plan in conformity with all space limits, buffers, parking and loading provisions, and other provisions of this article.

The proposed use meets all development requirements, but must obtain a CUP in that it is within 500' of a residentially zoned property as per code.

(8) The proposed use applicant has agreed to any specific limitations or conditions necessary to protect the public interest and assure the continued beneficial use and enjoyment of nearby properties or that no special limitations are necessary to protect the public.

No specific limitations or CUP conditions have been recommended by Staff.

Planning Commission Recommendation: Approval of Conditional Use Permit: 2 in favor, 1 opposed.

Staff Recommendation: The application meets all code development requirements but must obtain a CUP to insure no negative impacts will be incurred to the residentially zoned properties within 500 feet of the tower. Staff has found no significant negative impact to the apartment complex within the 500 distance. It is well outside of the potential fall zone of the 84' tower, across two streets (S. Peachtree Rd and New Peachtree Rd.), and the orientation of the apartment complex building is away from New Peachtree Road and the proposed tower site. The ground-level equipment will not be visible from the road in that it is located behind the existing commercial structure. The tower may be visible from uses on the GM site as it is redeveloped, but we do not have any specific development plans under consideration for the GM site at this time. Staff recommends approval of the Conditional Use Permit.

Department: Planning & Development

Department Head: Joe Cooley

Action Taken By Council: _____



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2012-ASO-9434-OE

Issued Date: 02/14/2013

Chip Bulloch
TowerCom
2870 Peachtree Rd
Suite 839
Atlanta, GA 30305

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Doraville
Location:	Doraville, GA
Latitude:	33-53-52.80N NAD 83
Longitude:	84-17-11.70W
Heights:	1061 feet site elevation (SE) 85 feet above ground level (AGL) 1146 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
 Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

To coordinate frequency activation and verify that no interference is caused to FAA facilities, prior to beginning any transmission from the site you must contact Martin Crane at 404 968-7938.

This determination expires on 08/14/2014 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before March 16, 2013. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted in triplicate to the Manager, Airspace Regulations & ATC Procedures Group, Federal Aviation Administration, Airspace Regulations & ATC Procedures Group, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on March 26, 2013 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Earl Newalu, at (404) 305-7082. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2012-ASO-9434-OE.

Signature Control No: 174173833-183184874

(DNH)

John Page

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Frequency Data

cc: FCC

Additional information for ASN 2012-ASO-9434-OE

Proposal: To construct a(n) Antenna Tower to a height of 85 feet above ground level, 1146 feet above mean sea level.

Location: The structure will be located 1.55 nautical miles northeast of PDK Airport reference point.

Part 77 Obstruction Standard(s) Exceeded:

Section 77.17 (a) (5) a height that affects an Airport Surface by penetrating

Section 77.19 (d) Approach Surface by 50 feet as applied to PDK.

Preliminary FAA study indicates that the above mentioned structure would:

have no effect on any existing or proposed arrival, departure, or en route instrument/visual flight rules (IFR/VFR) minimum flight altitudes.

not exceed traffic pattern airspace

have no physical or electromagnetic effect on the operation of air navigation and communications facilities.

have no effect on any airspace and routes used by the military.

Details of the proposed structure were circularized for public comment. There were no letters of objection received during the comment period.

The proposed structure proximity to the airport was considered and found to be acceptable.

The impact on arrival, departure and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of this structure. The aeronautical study disclosed that the structure, at a height of 1146 feet above mean sea level (AMSL), would have no adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable

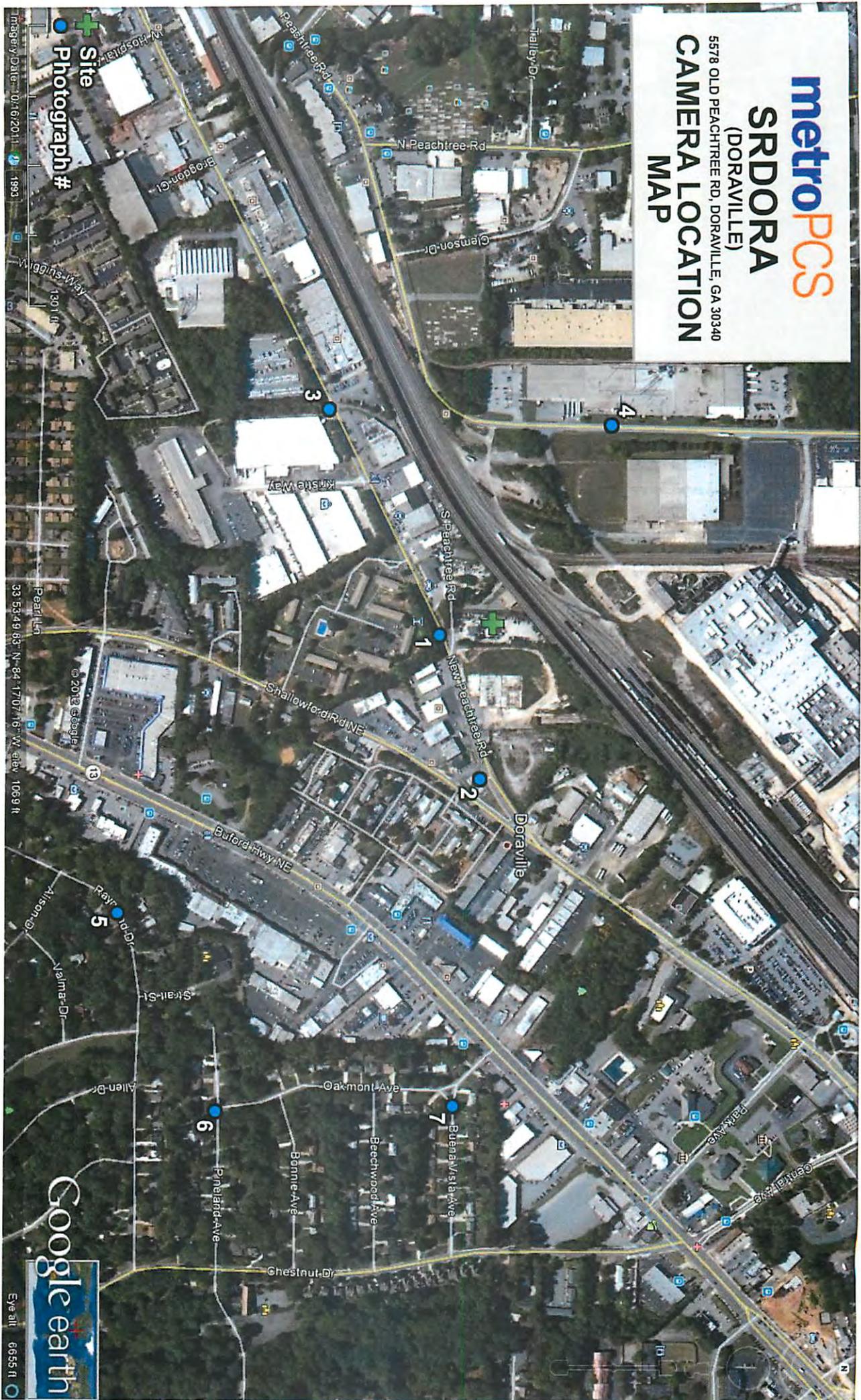
Therefore, it is determined that the proposed structure would not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.

//////////END OF COMMENTS//////////

Frequency Data for ASN 2012-ASO-9434-OE

ERP UNIT	ERP	FREQUENCY UNIT	HIGH FREQUENCY	LOW FREQUENCY
W	1000	MHz	806	698
W	500	MHz	824	806
W	500	MHz	849	824
W	500	MHz	866	851
W	500	MHz	894	869
W	500	MHz	901	896
W	500	MHz	902	901
W	7	MHz	931	930
W	3500	MHz	932	931
W	3500	MHz	932.5	932
DBW	17	MHz	940	935
W	1000	MHz	941	940
W	3500	MHz	1910	1850
W	1640	MHz	1990	1930
W	1640	MHz	2310	2305
W	2000	MHz	2360	2345

metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
CAMERA LOCATION
MAP



Site
Photograph #

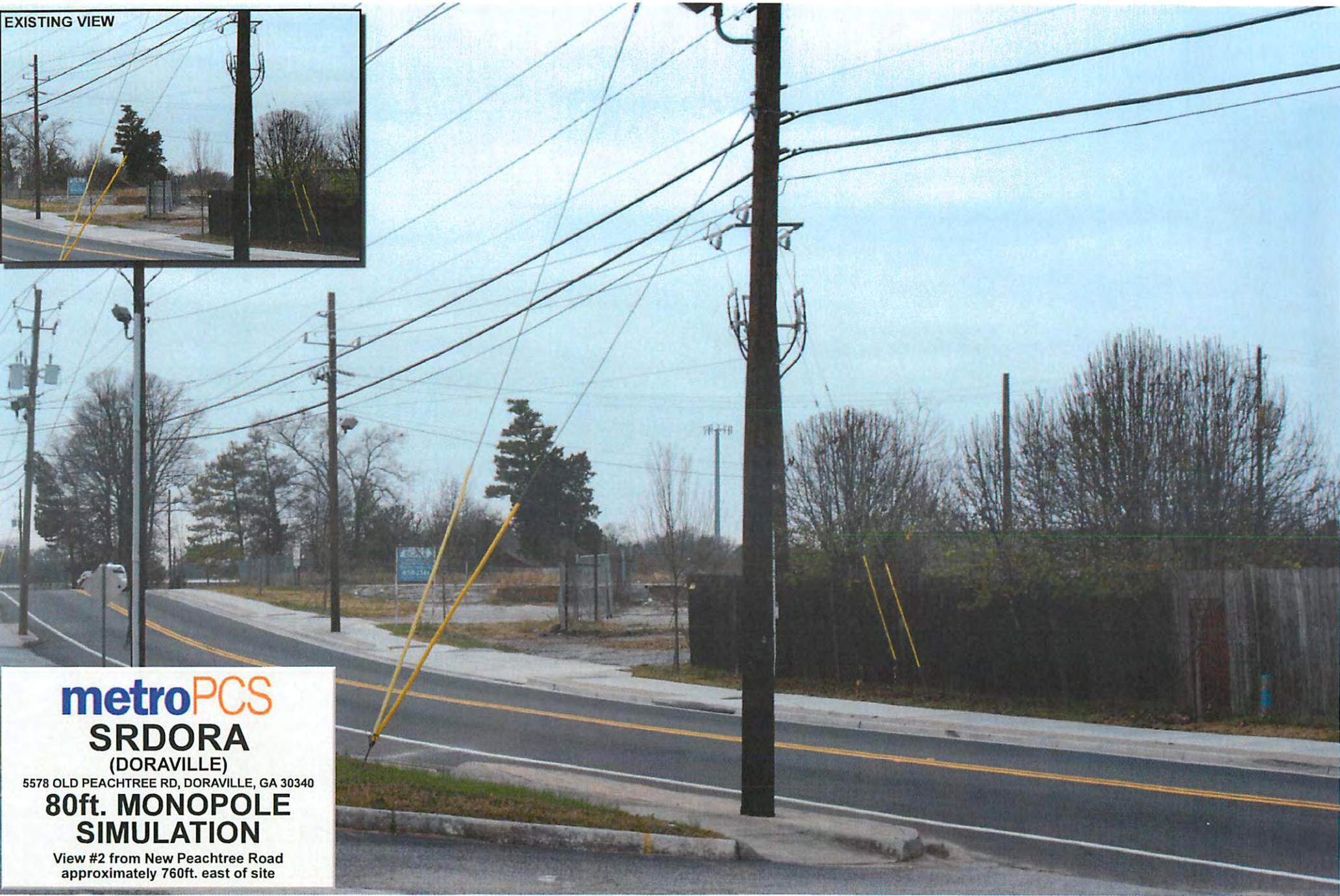
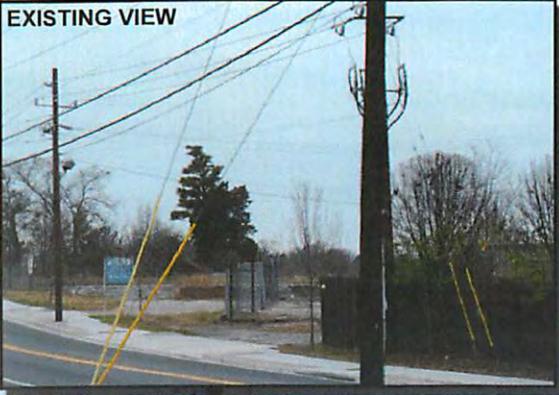
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33 53:49.83 N - 84 17:07.16 W elev. 106.9 ft
Eye alt. 6555 ft





metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
SIMULATION
View #1 from New Peachtree Road
approximately 265ft. south of site

EXISTING VIEW



metroPCS

SRDORA

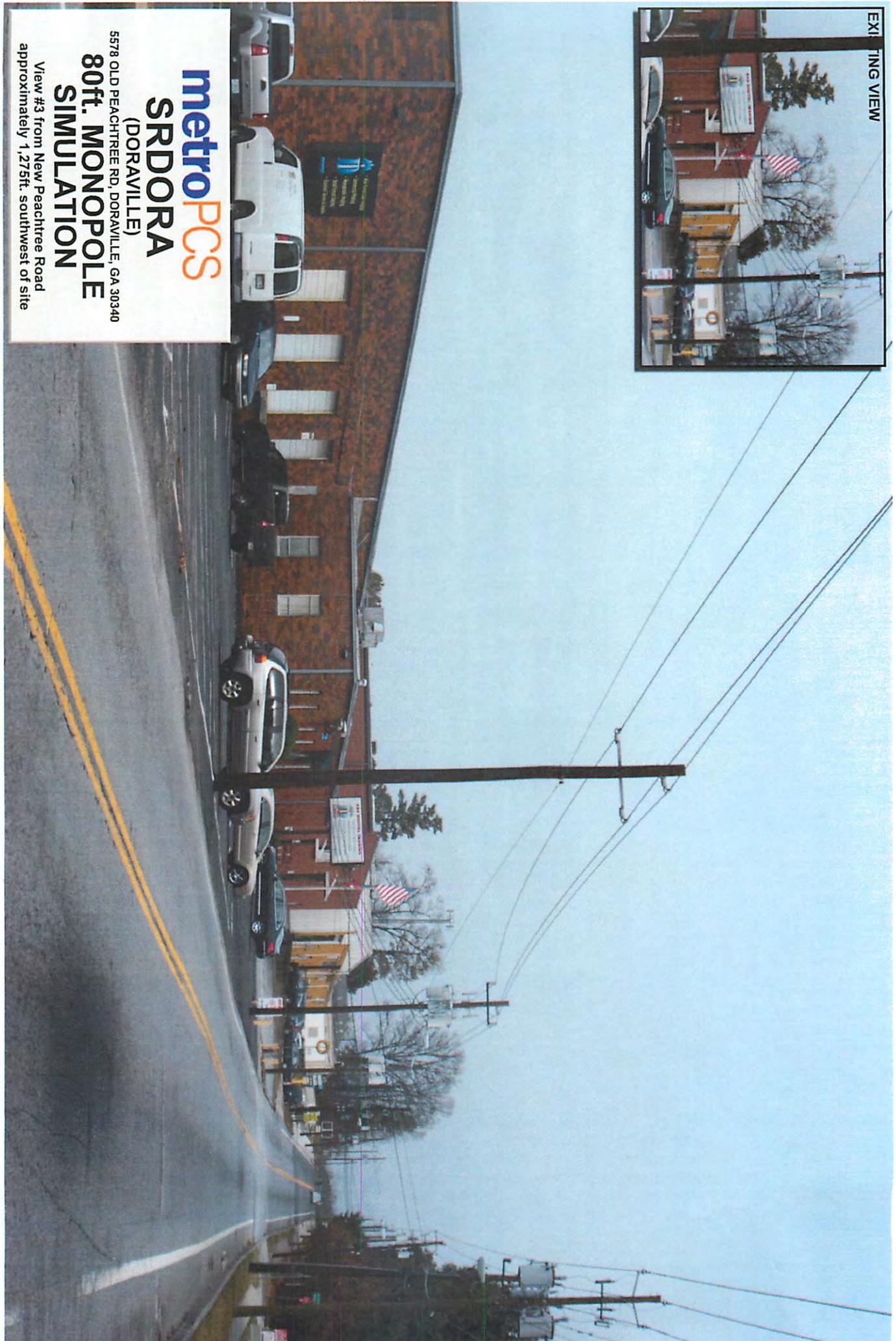
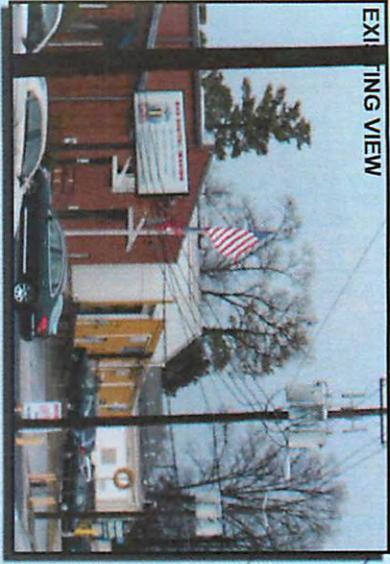
(DORAVILLE)

5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

**80ft. MONOPOLE
SIMULATION**

View #2 from New Peachtree Road
approximately 760ft. east of site

EXISTING VIEW



metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
SIMULATION
View #3 from New Peachtree Road
approximately 1,275ft. southwest of site

EXISTING VIEW



metroPCS

SRDORA

(DORAVILLE)

5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

**80ft. MONOPOLE
SIMULATION**

View #4 from Peachtree Road
approximately 1,090ft. northwest of site



metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
NOT VISIBLE
View #5 from Raymond Drive
approximately 2,265ft. south-southeast of site



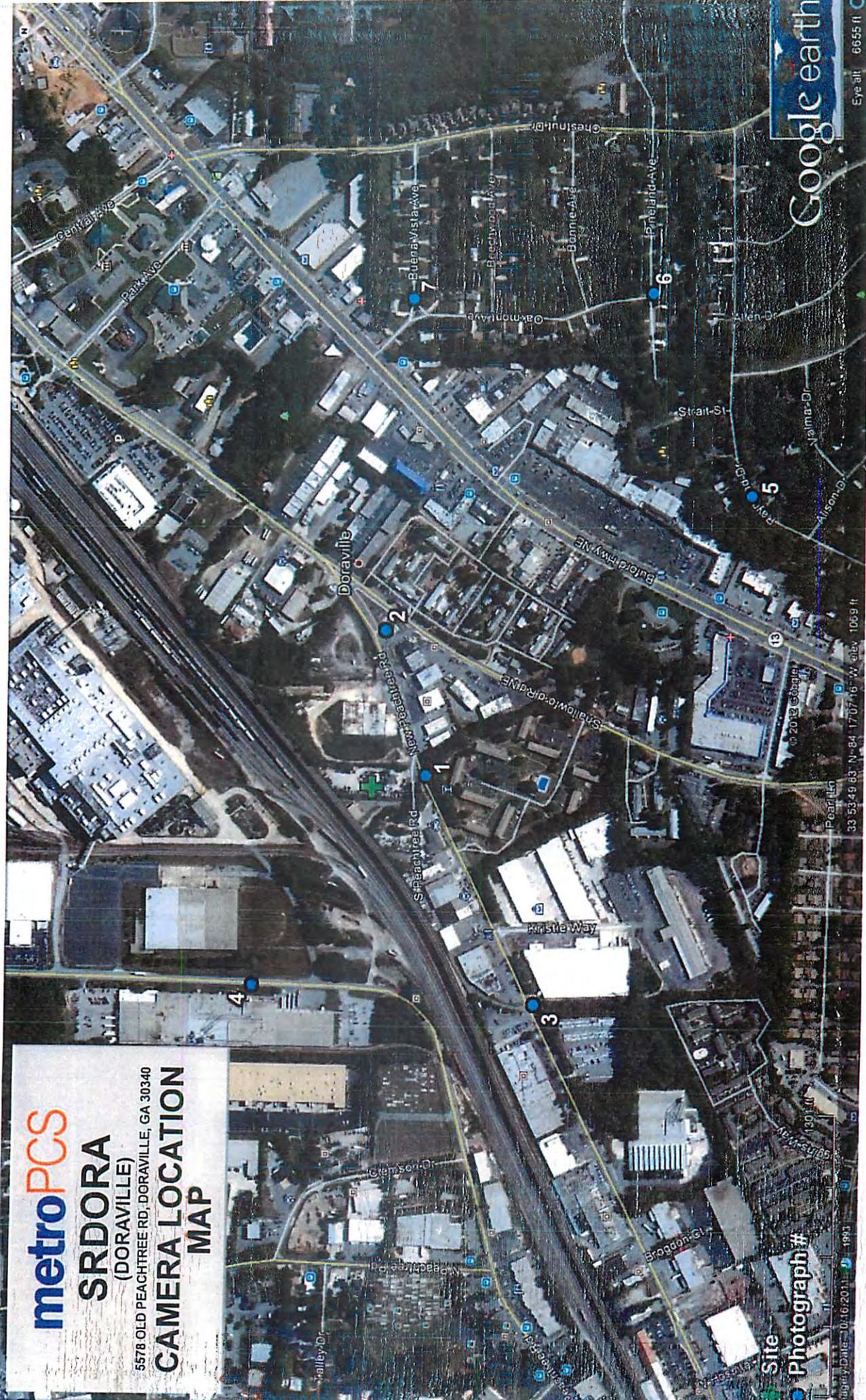
metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
NOT VISIBLE
View #6 from Pineland Avenue
approximately 2,610ft. southeast of site



metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
NOT VISIBLE
View #7 from Buena Vista Avenue
approximately 2,250ft. east of site

metroPCS

SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
**CAMERA LOCATION
MAP**



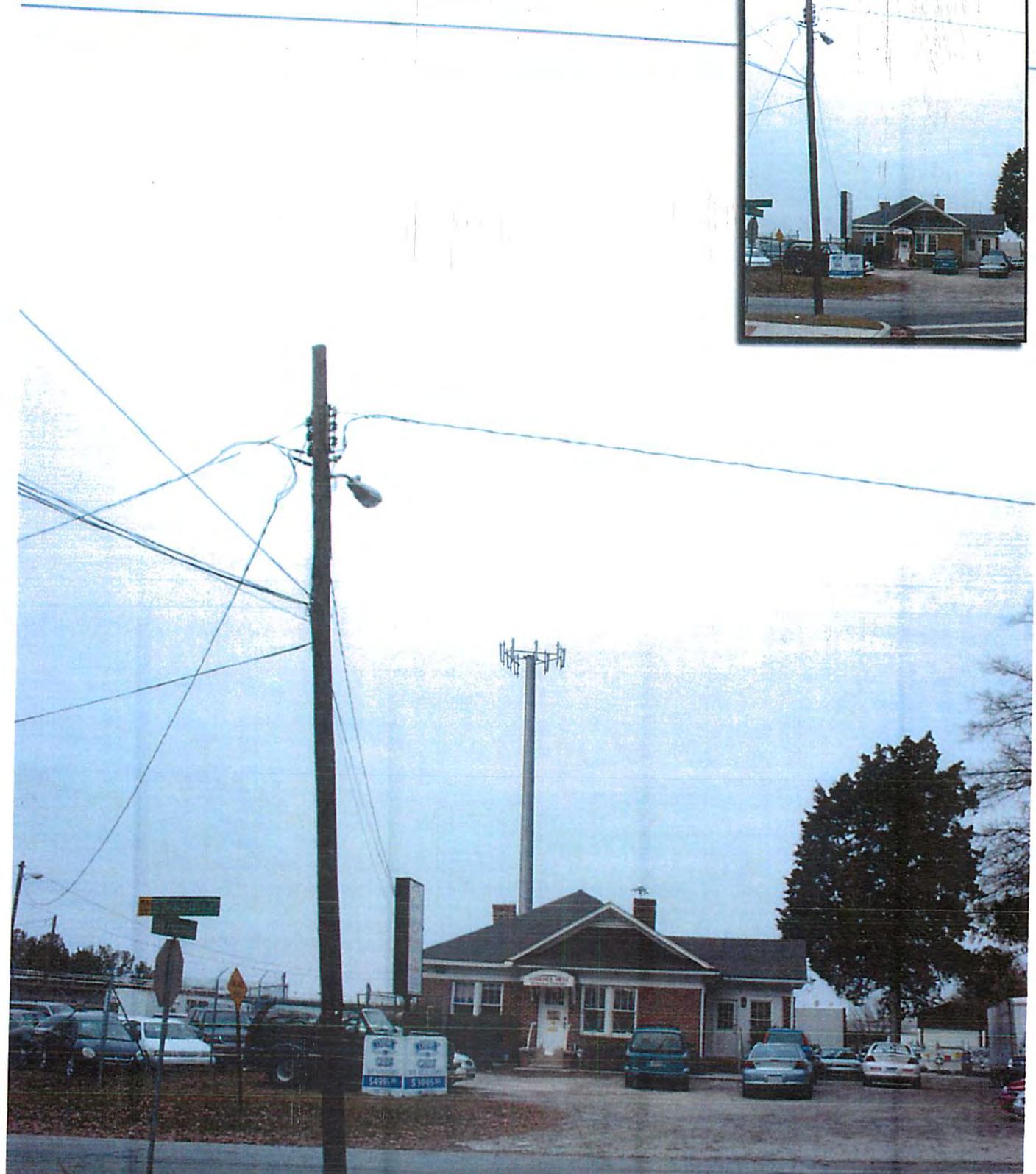
Google earth

Eye alt 6655 ft

Site Photograph #

© 2013 Google

33 53 49 83 N -84 17 07 16 W elev. 1059 ft



metroPCS
SRDORA
(DORAVILLE)
5578 OLD PEACHTREE RD, DORAVILLE, GA 30340
80ft. MONOPOLE
SIMULATION
View #1 from New Peachtree Road
approximately 265ft. south of site

EXISTING VIEW



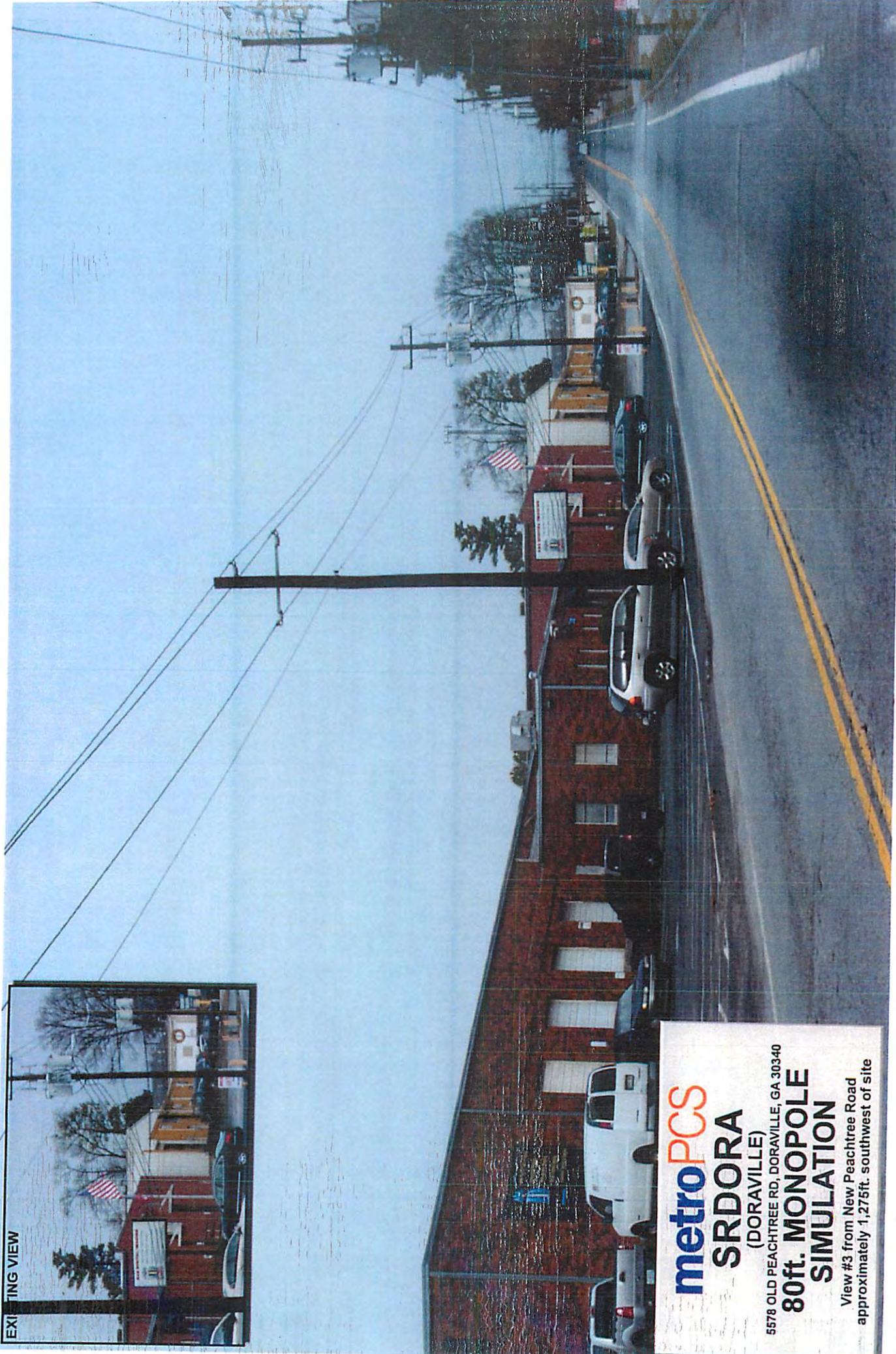
metroPCS
SRDORA
(DORAVILLE)

5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

**80ft. MONOPOLE
SIMULATION**

View #2 from New Peachtree Road
approximately 760ft. east of site

EXISTING VIEW



metroPCS

SRDORA
(DORAVILLE)

5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

**80ft. MONOPOLE
SIMULATION**

View #3 from New Peachtree Road
approximately 1,275ft. southwest of site

EXISTING VIEW



metroPCS

SRDORA
(DORAVILLE)

6578 OLD PEACHTREE RD, DORAVILLE, GA 30340

**80ft. MONOPOLE
SIMULATION**

View #4 from Peachtree Road
approximately 1,090ft. northwest of site



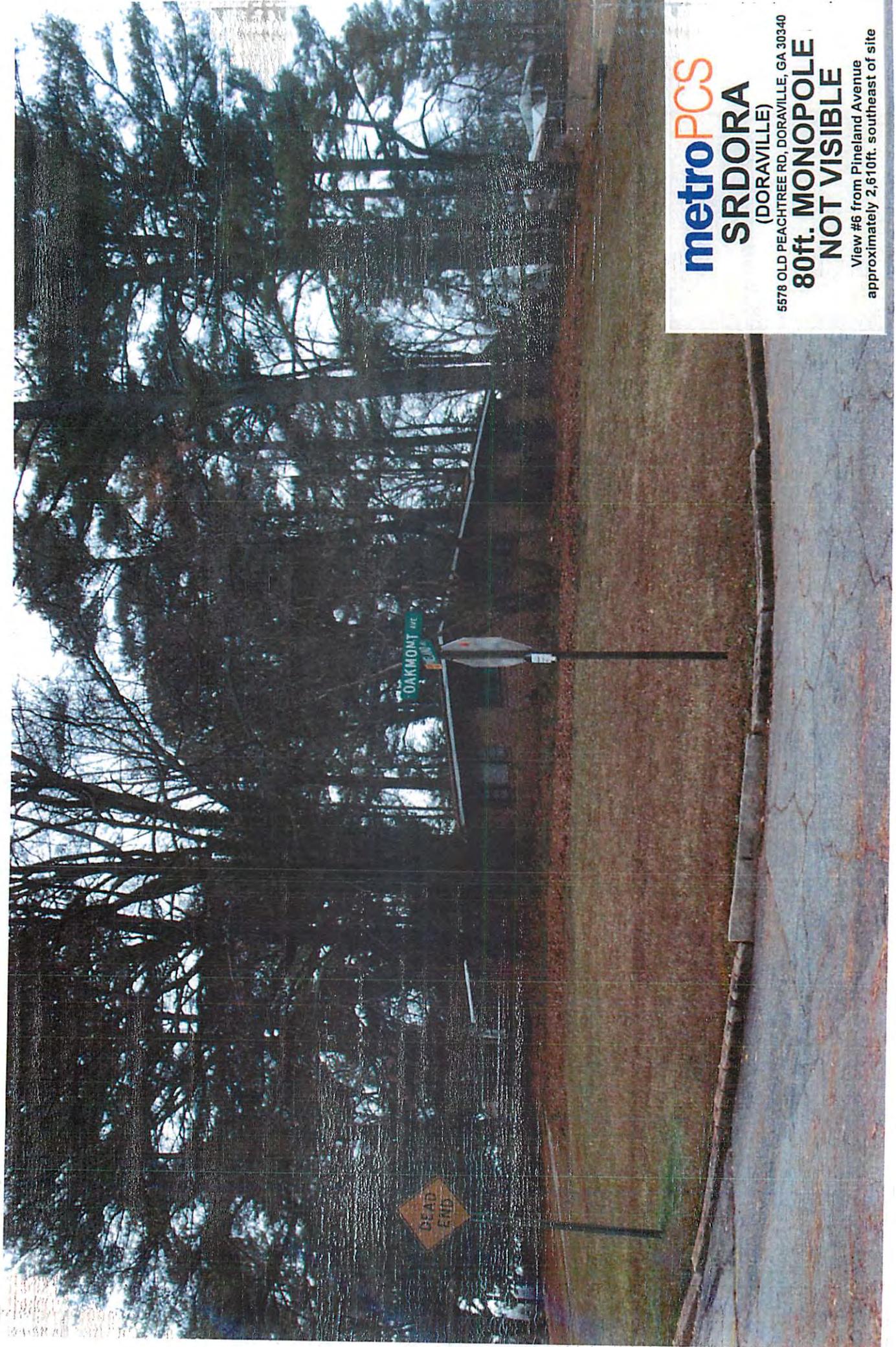
metroPCS

SRDORA
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5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

80ft. MONOPOLE
NOT VISIBLE

View #5 from Raymond Drive
approximately 2,265ft. south-southeast of site



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5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

80ft. MONOPOLE
NOT VISIBLE

View #6 from Pineland Avenue
approximately 2,610ft. southeast of site



metroPCS
SRDORA
(DORAVILLE)

5578 OLD PEACHTREE RD, DORAVILLE, GA 30340

80ft. MONOPOLE
NOT VISIBLE

View #7 from Buena Vista Avenue
approximately 2,250ft. east of site

TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W
A LIMITED LIABILITY PARTNERSHIP

BANK OF AMERICA PLAZA
600 PEACHTREE STREET, N.E. - SUITE 5200
ATLANTA, GEORGIA 30308-2216
www.troutmansanders.com
TELEPHONE: 404-885-3000
FACSIMILE: 404-885-3900

David C. Kirk, FAICP
david.kirk@troutmansanders.com

Direct Dial: 404-885-3415
Direct Fax: 404-962-6794

December 6, 2012

VIA HAND DELIVERY

Mr. Joseph Cooley, AICP
Director of Planning and Development
City of Doraville
3725 Park Avenue
Doraville, GA 30340

12-06-12P04:37 PAID

RE: Conditional Use Permit Application for a Proposed 84-foot Wireless Facility on Property Located at 5578 South Peachtree Road, City of Doraville, Georgia

Dear Mr. Cooley

I am pleased to submit on behalf of TowerCom V, LLC ("TowerCom"), this Conditional Use Permit Application to allow for the construction and operation of an 84-foot wireless facility (80-foot monopole with a 4-foot lightning rod) on property owned by Cobalt Properties, LLC and located at 5578 South Peachtree Road in the City of Doraville. Pursuant to the requirements of Section 23-706, "Standards for Telecommunications Antennas and Towers," of the City of Doraville's Zoning Ordinance (the "Zoning Ordinance"), the attached application and exhibits provide all basic and supplementary information required by the City for consideration of this request. Attached to this letter is a key to all exhibits submitted in support of the application.

TowerCom's proposed wireless facility will help MetroPCS meet its wireless coverage objectives through the location of MetroPCS's antennas at the top of this proposed monopole. The Radio Frequency Analysis included as part of this application determined the proposed wireless facility is the most effective way to provide wireless 3G CDMA and 4G LTE coverage to areas in the City along Shallowford Road, New Peachtree Road, and Buford Highway, where MetroPCS currently has poor voice and data coverage due to high use and lack of suitable facilities. This area has been a source of many customer complaints and is a concern for residents who need service in the area, particularly in the event of an emergency or severe weather. The primary coverage area includes the residential as well as commercial and industrial areas within an approximately .5 mile radius of the intersection of South Peachtree Road and New Peachtree Road.

Mr. Joseph Cooley, AICP
December 6, 2012
Page 2

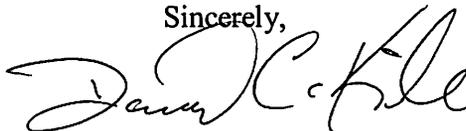
The proposed location of the wireless facility was selected based upon a comprehensive analysis of the search ring. MetroPCS first looked to determine whether there were any existing wireless facilities suitable for collocation. As provided in the Radio Frequency Analysis, MetroPCS' Radio Frequency Engineer determined that there are no wireless facilities or structures that will meet the necessary coverage objectives for the area. MetroPCS already is located on a number of nearby towers and the only existing communication tower where MetroPCS currently is not sited is located more than a half-mile for this site and, based on the radio frequency analysis, would not provide adequate service to the target area. Accordingly, the proposed facility is essential to providing much-needed wireless service coverage improvements to MetroPCS customers in the area and to customers of other carriers that will collocate on this facility in the future.

The proposed wireless facility meets all requirements of the Ordinance, including required setbacks. The proposed facility will be made of galvanized steel. The perimeter of the site will be secured by a 6-foot chain link fence, a locked gate, and other anti-climbing features to prevent unauthorized entry. The facility will be constructed to accommodate MetroPCS and three additional wireless carriers for collocation.

TowerCom asserts that the proposed facility will be maintained in a safe manner, and in compliance with all applicable and permissible local codes, ordinances, and regulations, as well as any and all applicable county, state, and federal ordinances, rules, and regulations. In addition, all necessary Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") approvals for the construction and operation of the wireless facility at this location will be obtained.

TowerCom respectfully requests the City's approval of this Conditional Use Application. I appreciate your thoughtful consideration of this request and I look forward to working with you on this important matter. Should you have any questions or need any additional information, please do not hesitate to let me know.

Sincerely,



David C. Kirk, FAICP

/dck

Attachments

cc: Honorable Brian Bates (with attachments)
Honorable Trudy Jones Dean (with attachments)

Conditional Use Permit Application for a Proposed 84-foot Wireless Facility on Property Located at 5578 South Peachtree Road, City of Doraville, Georgia

Applicant: TowerCom V, LLC

ATTACHMENT AND LIST OF EXHIBITS

Attachment - City of Doraville Application for Conditional Use Permit Form, including all appropriate Authorizations and Disclosures

Exhibit A – Copy of Warranty Deed vesting title to the Subject Property in Cobalt Properties, LLC

Exhibit B – Design Package including Survey (with Legal Descriptions of Parcel, Lease Area, and Access/Utility Easement), Demolition Plan, Overall Site Plan, Detailed Site Plan, and Tower Elevation and Antenna Plan

Exhibit C – Application Transmittal Letter from Wireless Vision, LLC, agent for the Property Owner and TowerCom

Exhibit D – "Special Use Permit Request Description" prepared by Wireless Vision, LLC

Exhibit E – "Letter of Intent/Project Description" prepared by Wireless Vision, LLC

Exhibit F – Radio Frequency Analysis prepared by Karen Albrechts, Manager of Radio Frequency Engineering for Metro PCS Georgia

Exhibit G – Federal Aviation Regulations Part 77 Sub-Part C Obstruction Analysis Report prepared by Federal Airways & Airspace, consultants to TowerCom

Exhibit H – Engineering Analysis of the Proposed Monopole Tower prepared for TowerCom by Michael F. Plahovinsak, P.E.



City of Doraville Planning & Development Department

APPLICATION FOR CONDITIONAL USE PERMIT IN THE CITY OF DORAVILLE, GEORGIA

PURPOSE OF CONDITIONAL USE PERMIT

A conditional use permit (CUP) is to allow the establishment of uses which may be suitable only in certain locations in a zoning district or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are those uses which are generally compatible with the permitted land uses in a given zoning district, but which require individual review of their proposed location, design and configuration, and the imposition of conditions in order to ensure the appropriateness of the use at a particular location within a given zoning district. Only those uses enumerated as conditional uses in a particular zoning district shall be authorized as conditional uses. The CUP application must be accompanied by a site plan drawn to scale depicting how the proposed conditional use will conform to all space limits, buffers, parking and loading provisions, and other provisions of the Code of Ordinances.

PROCESS

Application process:

- (1) Meet with City staff. Prior to submitting for a conditional use permit, the applicant shall meet with the planning department to discuss the process, zoning, conditional use permits, and development of the property.
- (2) Submittal of the application. The applicant or property owner should submit all items as listed on the conditional use permit application.
- (3) Review by City staff. The planning department will process the CUP. Staff may contact the applicant or owner for additional information during the review period.
- (4) Presentation to Planning Commission. The Planning Commission shall review the application and hear any presentation which the Applicant may wish to make. The Planning Commission shall make a recommendation to the City Council for approval, denial, or approval with conditions to the City Council.
- (5) Notification of public hearing. Staff will notify the applicant of the date of the public hearing. A legal notice is also sent to the local newspaper for publication.
- (6) Posting of signs on property for zoning notification. As required by ordinance, the applicant will be responsible for the cost of posting the zoning notification signs on the property for which the change in zoning has been requested prior to the public hearing in accordance with the Georgia Zoning Procedures Law.
- (7) City Council public hearing. A public hearing is required for a conditional use permit application. During the public hearing, staff will present a summary of the proposed development to the Mayor and Council. Persons in support of the proposed request and persons in opposition to the proposed request may speak during the public hearing. The applicant, property owner, and/or their representative, may be present at the meeting and should be prepared to discuss the conditional use permit and answer any questions that arise.
- (8) City Council decision. After hearing the evidence and reviewing the application as well as any staff comments, the City Council considers the proposed CUP.

(9) *Conditions*. The City Council may require such modifications in the proposed use and attach such conditions to the CUP as they deem necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of the ordinance. Conditions and modifications may include, but are not limited to: limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit, and hours of operation.

STANDARDS

When considering an application for a CUP, the Planning Staff, Planning Commission, Mayor, and City Council shall evaluate the impact of the proposed conditional use on and its compatibility with surrounding properties and residential areas to ensure the appropriateness of the use at the particular location, and shall consider the extent to which:

- (1) The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan;
- (2) The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
- (3) The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent developments and neighborhoods;
- (4) The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
- (5) The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
- (6) The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and the proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and neighborhoods.
- (7) The proposed use is based on the site plan in conformity with all space limits, buffers, parking and loading provisions, and other provisions of this article.
- (8) The proposed use applicant has agreed to any specific limitations or conditions necessary to protect the public interest and assure the continued beneficial use and enjoyment of nearby properties or that no special limitations are necessary to protect the public.



City of Doraville Planning & Development Department

APPLICATION FOR CONDITIONAL USE PERMIT

IN THE CITY OF DORAVILLE, GEORGIA 12-07-1215-

Date Received: 12/6/12 (incomplete applications shall not be accepted) CUP #

APPLICANT

Name: TowerCom V, LLC (Gerald Muldowney - Agent; David C. Kirk - Attorney)
Mailing Address: % Chip Bullock, 2870 Peachtree Road, NW, Suite 839, Atlanta GA 30305
E-mail: GAM@WirelessVisionLLC.com 828-297-3333 828-297-9686 (muldowney)
David.Kirk@trotman-sanders.com Daytime Phone: 404-885-3415 Fax: 404-962-6794 (Kirk)

OWNER

Name: Cobalt Properties, LLC
Mailing Address: 5788 New Peachtree Road, Doraville, GA 30340
E-mail: cobaltcars@gmail.com Daytime Phone: 770-452-0809 Fax: N/A

SUBJECT PROPERTY

Street Address: 5578 South Peachtree Road, Doraville, GA 30340
Tax ID Parcel No.: 18-310-05-005 District(s) 18 LL 310 Block 05 Council District: 2
Current Zoning Category: M-2 Conditional Use Requested: construction and operation of a wireless telecommunications facility to include an 84-foot monopole tower structure.
Future Land Use Character Area: Industrial Area

REQUIRED DOCUMENTS:

- Boundary Survey of the property;
Full site survey to scale for projects with any proposed construction and/or site development work other than interior or facade renovations or uses with special requirements as per zoning requirements such as screening, etc. (see site plan check list for plan requirements);
Floor plan for proposed use for projects involving adaptive reuse or interior renovations (to scale);
Letter of Intent / Description of the Project: describing the requested conditional use, adjacent land uses and/or businesses; justification of how the requested use meets the Standards (listed above) and any information the Applicant would like to include in the information package (photos, renderings, etc.);
Any additional information required by the City based upon the initial application meeting with staff;
Owner's Authorization of Agent (if Applicant is not the owner).

APPLICATION FOR CONDITIONAL USE PERMIT

SITE PLAN REQUIREMENTS:

The site plan shall be clearly drawn at a scale of not less than 100 feet per inch on a sheet size not to exceed 24" x 36". The Director may approve other sheet sizes as deemed appropriate.

The following information shall be depicted on the site plan if applicable:

- _____ Project name;
- _____ Project owner and address (both local and permanent if different), telephone numbers and e-mail address;
- _____ Date, scale and north arrow;
- _____ Site location / vicinity map;
- _____ Proposed use of property;
- _____ Required yard setbacks;
- _____ Project acreage including breakdown of pervious / impervious area, and/or dedicated greenspace;
- _____ Total number of lots and minimum lot sizes (if applicable);
- _____ Names, locations, and right-of-way widths of adjoining existing streets or access drives and proposed right-of-ways and roadways;
- _____ Topography with contour interval no greater than 10 feet;
- _____ Sewage disposal method (note);
- _____ Property lines with bearings and distances; location of utility and private easements, ;
- _____ All proposed development features and layout;
- _____ Location of floodplains, lakes, ponds, water courses, conservation areas, and environmental areas of concern;
- _____ Building heights;
- _____ Proposed buffers, landscape development, sidewalks and other hardscape;
- _____ Land lot and district;
- _____ General development data in tabular form;
- _____ Name of person or company preparing the site plan;
- _____ Any other data requested by the Planning Director necessary for an understanding and evaluation of the project.

APPLICATION FEE: See current City Fee Schedule. The current application fees on November 15, 2011 are as follows:
CUP Application: \$450.00
Concurrent Variance Request: \$150.00/Variance request
Public Notice / Advertisement Fee: \$45.00

APPLICATION FOR CONDITIONAL USE PERMIT
IN THE CITY OF DORAVILLE, GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:
Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes _____ No ✓

If the answer is Yes, you must file a disclosure report with the governing authority of the City of Doraville showing:

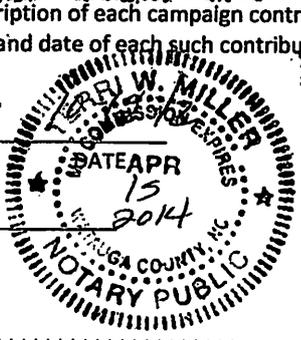
1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

Serri W. Miller

NOTARY

April 15, 2014

EXPIRATION DATE / SEAL



[Signature] 10/15/12
SIGNATURE OF APPLICANT DATE

Check One: Owner _____ Agent ✓

NOTE: **12 COPIES OF THE COMPLETED PACKAGE ARE REQUIRED FOR SUBMITTAL FOR REVIEW BY STAFF, PLANNING COMMISSION AND CITY COUNCIL. ALL APPLICATIONS SHALL BE COLATED AND SUBMITTED AS 12 SEPERATE PACKAGES INCLUDING ALL PLANS WHICH ARE TO BE FOLDED TO APPROXIMATELY 9" X 12" SIZE.**

PLEASE READ THE FOLLOWING BEFORE SIGNING

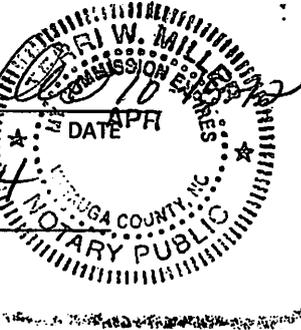
This form must be completed in its entirety before it will be accepted. It must include all required attachments and filing fees.
An application which lacks any of the required attachments or information shall be deemed incomplete and shall not be accepted.

Serri W. Miller

NOTARY

April 15, 2014

EXPIRATION DATE / SEAL



[Signature]
SIGNATURE OF APPLICANT DATE

Check One: Owner _____ Agent ✓

AGENCY AUTHORIZATION

DATE: October 12, 2012

RE: Telecommunications Tower

Site Name: SRDORA "Doraville"
Site Address: 5788 New Peachtree Road, Doraville, GA 30340
County: Fulton
Parcel ID: 18-310-05-005

TO WHOM IT MAY CONCERN:

TowerCom V, LLC a Florida limited liability company, as authorized agent for the above referenced parcel, does hereby authorize Wireless Vision, LLC, and its agents and/or representatives, to act on behalf of and as agent in any and all matters relating to obtaining any and all local, governmental and regulatory approvals from the City of Doraville, for placement of a telecommunications tower and related facilities on the referenced property.

By: [Signature]
Name: Paul Bullock Jr.
Title: Vice President

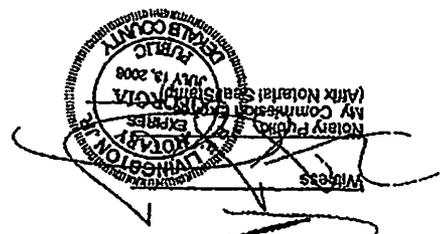
STATE OF GEORGIA
COUNTY OF FORSYTH

I, the undersigned Notary Public for said County and State, do hereby certify that Paul Bullock, Jr, as Vice President of TowerCom V, LLC, a Florida limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this 13th day of October, 2012.

Notary Public: Teri Lynn Hagler
Print Name: Teri Lynn Hagler
Commission Expires: April 25, 2014





Signed, sealed and delivered
in the presence of:
WITNESS
AND THE SAID Grantor will warrant and forever defend the right and title to the above
described property unto the said Grantee against the claims of all persons whomsoever.
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first
above written.
SAMUEL C. McEntyre
(SEAL)

Red Book 16424 pg. 218
Linda Carter
Clerk of Superior Court
DeKalb County, Georgia

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 310 of the 18th District of DeKalb County, Georgia, and being described as follows:

Beginning at a point which is located on the north right-of-way line of Old Peachtree Road (formerly known as South Peachtree Road), which point is 100 feet west of the intersection of said north line of said Old Peachtree Road with the northwest right of way line of New Peachtree Road; running thence in a westerly direction along said north line of said Old Peachtree Road a distance of 152.40 feet to an iron pin; running thence north 00°56' east 347.39 feet to an iron pin point on the northeast right-of-way line of the Southern Railway Company; running thence north 52°49'39" east along said northeast line of said Railway a distance of 192.55 feet to an iron pin; running thence south 00°56' west 449.80 feet to an iron pin point which is the point of beginning.

The within property is described on the plat prepared by Eston Pendley & Assoc., Inc., dated September 25, 1984, prepared for Samuel C. McIntyre.



P.O. Box 1100, Boone, North Carolina 28607
OFF: (828) 297-3333 FAX: (828) 297- 9696

Site Development Services

December 5, 2012

Mr. Joe Cooley, AICP, Director
City of Doraville
Planning and Zoning Department
City Hall
3725 Park Avenue
Doraville, Georgia 30340

Re: Special Use Permit
Cobalt Properties, LLC
TP No.: 18-310-05-005
5578 New Peachtree Road

Dear Mr. Cooley:

Please find enclosed our application package for the above-referenced Special Use Permit which we are submitting on behalf of TowerCom V, LLC.

Included in the referenced application package are the following required and supplemental documents: a letter of intent and project description, a fall zone certification, a FAA Airspace Study, a FAA 1-A certification, a survey of the property, zoning drawings showing the proposed construction, a warranty deed of the property, a ground lease, and an owner's letter of authorization.

Thank you for your assistance with this application. Please contact David Kirk, TowerCom's legal counsel, at 404-885-3415, or me if we can provide any additional information to facilitate the City's review of our zoning application.

Very truly yours,

Wireless Vision, LLC

G. A. Muldowney
Gerald A. Muldowney, BSCE.
Project Manager

Enc.

cc: David C. Kirk, Esq.

EXHIBIT

C



TOWERCOM V, LLC

SRDORA

Wireless Telecommunications Co-Location Facility

SPECIAL USE PERMIT REQUEST DESCRIPTION

TowerCom V, LLC, requests approval of a Special Use Permit to allow for the construction and operation of a wireless telecommunications co-location facility on property owned by Cobalt Properties, LLC, Zoned "M-2", Heavy Manufacturing, and located at 5578 South Peachtree Road in the City of Doraville, Georgia. The proposed development will include an 85' monopole tower structure. The proposed facility is required by MetroPCS who has a license from the Federal Government to provide needed wireless telecommunications services to the residents of Doraville, Georgia.

MetroPCS has provided documentation as a part of this application that demonstrates they have made a diligent effort to pursue the co-location of their antennas on existing structures within the prescribed Search Ring. The result of their work indicates that there are no suitable existing structures within the Search Ring that can meet their engineering objectives.

The development of a wireless telecommunications facility with an 85 foot tower structure on property zoned M-2 within the City of Doraville is permitted as a Special Use in accordance with Section 23-706 (f) of Article VII, Chapter 23 of the City's Code of Ordinances.

The proposed facility meets all of the City's set back and separation criteria. The proposed monopole structure shall be designed with break point technology to insure that the proposed rear and side property line setbacks accommodate any potential tower structure collapse, however unlikely. This will insure that no risk of injury or property damage is imposed on the adjoining property owners.

Both the tower structure design, and the design of the overall facility, contains added capacity that will minimize the future proliferation of towers by providing for the co-location needs of the community. The proposed tower structure will be structurally engineered to support the co-location of as many as three (3) service provider antenna arrays. Additionally, the proposed facility will enhance the existing E-911 system in the City of Doraville. We believe our design effort is in the spirit of the City's Ordinance, and will promote harmony with the general purpose and intent of the ordinance.

EXHIBIT

D



SPECIAL USE REQUEST DESCRIPTION (continued)

If the City Council approves this request for a Special Use Permit the proposed Wireless Telecommunications Facility will provide in part for the future wireless service needs to the City of Doraville. Providing for these needs will enable enhanced wireless service within the City. The Telecommunications Act of 1996 establishes the fact that wireless telecommunications service promotes and protects the public health, safety, and general welfare of the citizens of the United States.

We assert that the approval of our request for a Special Use Permit by the City Council will not be harmful to the surrounding uses nor the residents of the City of Doraville. To the contrary, we believe, by permitting the development of the proposed wireless telecommunications co-location facility, the City will be promoting the public health, safety and general welfare of the residents of Doraville, Georgia.



TowerCom-V

SRDORA
Wireless Telecommunications Facility

Letter of Intent / Project Description

December 5, 2012

On behalf of TowerCom V, LLC (the "Applicant") this letter and the accompanying documentation respectfully requests the City of Doraville's approval of a Special Use Permit for the construction of a wireless telecommunication facility which includes the erection of an eight-five (85) foot antenna tower located at 5788 New Peachtree Road, Doraville, Georgia 30340. The proposed facility will be designed for the co-location of up to three users. The anchor tenant will be MetroPCS. MetroPCS has established their need to utilize the proposed facility to expand their network capacity.

The proposed development site is located in an M-2 Zoning District. Lying north of the site is a railroad right-of-way. On the north side of the rail road right-of-way lies property zoned C-1. South of the proposed site, across the New Peachtree Road right-of-way is an existing multifamily development zoned R-3. The properties to the east and west of the Parent Tract are zoned M-2.

The closest affected residential property is the multi-family apartment complex to the South across New Peachtree Road, the Shallowford Gardens Apartments. The nearest property line of the Shallowford Gardens Apartments is approximately 263 feet distance from the proposed 85' monopole tower structure.

The proposed Wireless Telecommunications Facility design meets all of the provisions of Section 23-706(f) Special Use Permits of the City's Code of Ordinances, as recited below:

- (1) General: The following provisions shall govern the issuance of special use permits:

EXHIBIT E



Letter of Intent / Description of Project (continued)

- a. If the tower or antenna is not a permitted use under subsection (d) of this section or permitted to be approved administratively pursuant to subsection (e) of this section, then a special use permit shall be required for the construction of a tower or the placement of an antenna in all zoning districts.

While the proposed tower is more than 3 times its height away from residential property it does not meet the 500' separation required for administrative approval.

- b. In granting a special use permit, the governing authority may impose conditions to the extent the governing authority concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

The applicant is willing to discuss reasonable conditions relating to the proposal.

- c. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer.

All such information is appropriately certified.

In regards to all areas of the above Subsection (1), we meet all the required criteria.

- (2) Information requested: Each applicant requesting a special use permit under this section shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information deemed by the governing authority to be necessary to assess compliance with this section.



Letter of Intent / Description of Project (continued)

In regards to the above Subsection (2), we have provided all the requested information and would be pleased to provide any additional information that may assist City Staff or the Council in reviewing our application.

(3) Factors considered in granting special use permits: The governing authority shall consider the following factors in determining whether to issue a special use permit, although the governing authority may waive or reduce the burden on the applicant of one (1) or more of these criteria if the governing authority concludes that the goals of this section are better served thereby.

- a. Height of the proposed tower;
- b. Proximity of the tower to residential structures and residential district boundaries;
- c. Name of uses on adjacent and nearby properties;
- d. Surrounding topography;
- e. Surrounding tree coverage and foliage;
- f. Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;
- g. Proposed ingress and egress;
- h. Availability of suitable existing towers and other structures as discussed in subsection (f)(4) of this section; and
- i. Each applicant for a special use permit shall pay a nonrefundable filing fee of five hundred dollars (\$500.00) in addition to any other fees required by the Doraville Zoning Ordinance.

In regards to the above Subsection (3), we have met the height requirements of the zoning ordinance by designing a proposed tower at 85 feet in height. The proposed tower structure is located 3 times the tower height away from any residential property line which meets the standards set-forth below in Subsection (5)a.. We have described the adjacent uses on the surrounding properties and believe that we are suitably located for the development of the proposed Wireless Telecommunications Facility. We have addressed topographic features as well as surrounding tree coverage and foliage in the documents provided with our application. We have demonstrated that, in the extraordinarily rare event of a catastrophic failure of the proposed tower structure, the tower structure will fall



Letter of Intent / Description of Project (continued)

within the boundaries of the Parent Tract. This will limit any danger to the adjoining property owners.

The proposed means of ingress and egress is shown on the zoning drawings which accompany our SUP application. We will discuss further in the next section why no other available tower or structure is suitable and we have provided the non-refundable filing fee.

(4) Availability of suitable existing towers and other structures: No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the governing authority that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:

- a. No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.
- b. Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.
- c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
- d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna
- e. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to unreasonable.
- f. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

As provided in MetroPCS' radio frequency analysis, no other existing facilities in this area meet the engineering needs of MetroPCS in providing wireless 3G DDMA and 4G LTE coverage to the primarily residential areas along Shallowford Road, New Peachtree Road, and Buford Highway in Doraville, Georgia. MetroPCS currently has poor voice and data coverage in the listed areas. This area has



Letter of Intent / Description of Project (continued)

been the source of many customer complaints, and is a concern for residents who may need to use E911 services.

(5) Setbacks and separation: The following setbacks and separation requirements shall apply to all towers and antennas for which a special use permit is required, provided, however, that the governing authority may reduce the standard setbacks and separation requirements if the goals of this section would be better served thereby.

- a. Towers must be set back a distance equal to the height of the tower from any off-site residential structure.
- b. Towers, guys, and accessory facilities must satisfy the minimum zoning district setback requirements.
- c. In zoning districts other than industrial or heavy commercial zoning districts, towers over ninety (90) feet in height shall not be located within one-quarter (1/4) of a mile from any existing tower that is over ninety (90) feet in height.

The height of the proposed tower is eight-five (85') feet and will be located 3 times the tower height form the closest residential property line (Shallowford Gardens Apartments to the South) and will satisfy all zoning district setback requirements. Finally, because this tower is less than 90 feet in height, the separation requirements do not apply.

(6) Security fencing: Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anti-climbing device; provided, however, that the governing authority may waive such requirements, as it deems appropriate.

The Proposed facility is designed to meet this design criterion.

(7) Landscaping: The following requirements shall govern the landscaping surrounding tower for which a special use permit is required; provided, however, that the governing authority may waive such requirements if the goals of this section would be better served thereby.

- a. Tower facilities shall be landscaped with a buffer of plant materials that effectively screens the view of the tower compound form adjacent residential property. The standard buffer shall consist of a landscaped strip at least four (4) feet wide outside the perimeter of the compound.
- b. In location where the visual impact of the tower would be minimal, the landscaping requirements may be reduced or waived altogether.



Letter of Intent / Description of Project (continued)

c. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases, such as towers sited on large wooded lots, natural growth around the property perimeter may be a sufficient buffer.

The proposed facility is designed to meet this design criterion.

We believe that the information provided in this Letter of Intent together with the documentation provided in our SUP Application, demonstrates that our proposed development meets all the aspects and intent of the City's Ordinance. We respectfully request your approval of our petition to receive a Special Use Permit to allow the development of this needed Wireless Telecommunications Facility.

Sincerely,

Wireless Vision, LLC

City of Doraville, Georgia
Application for Approval of Telecommunications Tower
Site Location: 5578 South Peachtree Road

RADIO FREQUENCY ANALYSIS

This document contains a radio frequency analysis performed by metroPCS, LLC of GA to determine the most effective way to provide wireless 3G CDMA and 4G LTE coverage to the primarily residential areas along Shallowford Road, New Peachtree Road, and Buford Highway in Doraville, Georgia, where MetroPCS currently has poor voice and data coverage due to high use and lack of suitable facilities. This area has been the source of many customer complaints, and is a concern for residents who may need to use E911 services, using wireless facilities only.

2.

Attached (as Exhibit "A") is a propagation map reflecting the large gap in MetroPCS's existing coverage of this area (the gap is reflected by the areas in red and blue; the green indicates good coverage). The primary areas of concern are the residential (as well as industrial and commercial) areas within approximately a 0.5 mile radius in all directions from the intersection of South Peachtree Road and New Peachtree Road.

3.

The proposed location for the tower was selected based upon a comprehensive analysis of the search ring included (as Exhibit "B"). The search ring depicts, on a map, the desired centerpoint and the 0.25 mile radius in which the proposed facility should be located in order to meet defined coverage objectives required by MetroPCS's network. In analyzing the search ring to select the proposed Site, we assessed the following factors for each candidate considered:

EXHIBIT F

- Aesthetic impact
- Compatibility with existing land use
- Site constructability
- Suitability to meet RF propagation objectives
- Willingness of landowner to lease land

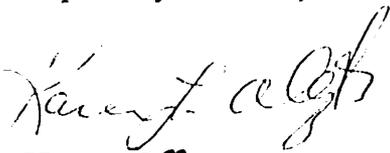
As a general rule, MetroPCS first looks to determine whether there are existing structures on which it may collocate its facilities. In this 0.25 mile search ring, there were no usable communications towers, and no towers within two miles of the search area target will provide adequate coverage for MetroPCS in this area. We were unable to find any viable tall structures on which to locate, such as water tanks or existing buildings.

4.

The only existing telecommunications tower that MetroPCS is not already on that is within 0.75 mile radius of the desired centerpoint of our search ring is located at the intersection of Stewart Avenue and Church Drive, approximately 0.63 miles east of our desired center location. This location is owned by Crown Tower Company, tower ID 874782. MetroPCS analyzed this location as a potential collocation, but this location would not provide adequate services to the target area. This tower is located outside of our 0.25 mile search ring. Distance and terrain (with foliage) would prevent signals from providing adequate coverage for this area. This location would not provide needed capacity relief to the MetroPCS cell sites on the southern and western sides of this area. Attached is Exhibit "C", a map of coverage with this Crown site indicating how the site does not cover South Peachtree Road, New Peachtree Road, and the surrounding areas (the gap is reflected by the areas in red and blue; the green indicates good coverage).

Further analysis revealed that the best choice for the location of the facility is the proposed Site at 5578 South Peachtree Road, which meets RF propagation objectives by its location in central Doraville, and provides a location compatible with surrounding land use. Exhibit "D" is a propagation map depicting the coverage to be provided by a proposed TowerCom Site at 5578 South Peachtree Road. This Exhibit "D" clearly illustrates that the proposed TowerCom Site will alleviate existing coverage deficiencies, allowing MetroPCS to meet market demand for basic coverage and E911 services (on the map, green indicates good coverage).

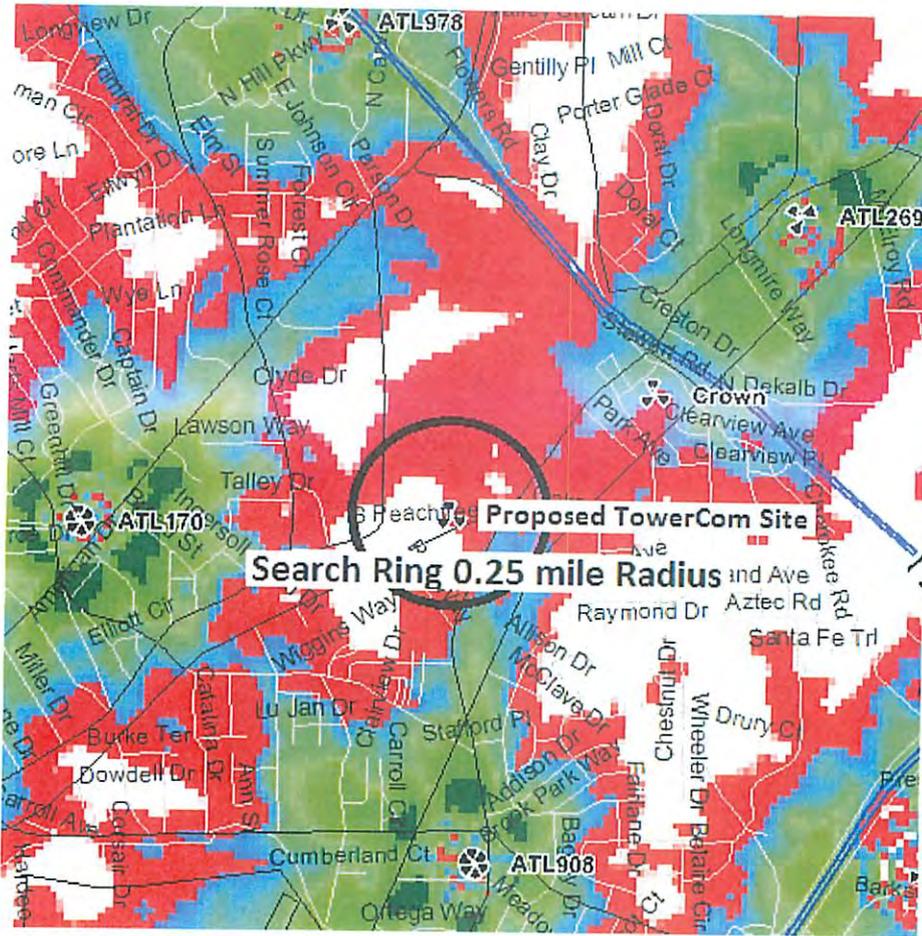
Respectfully submitted,



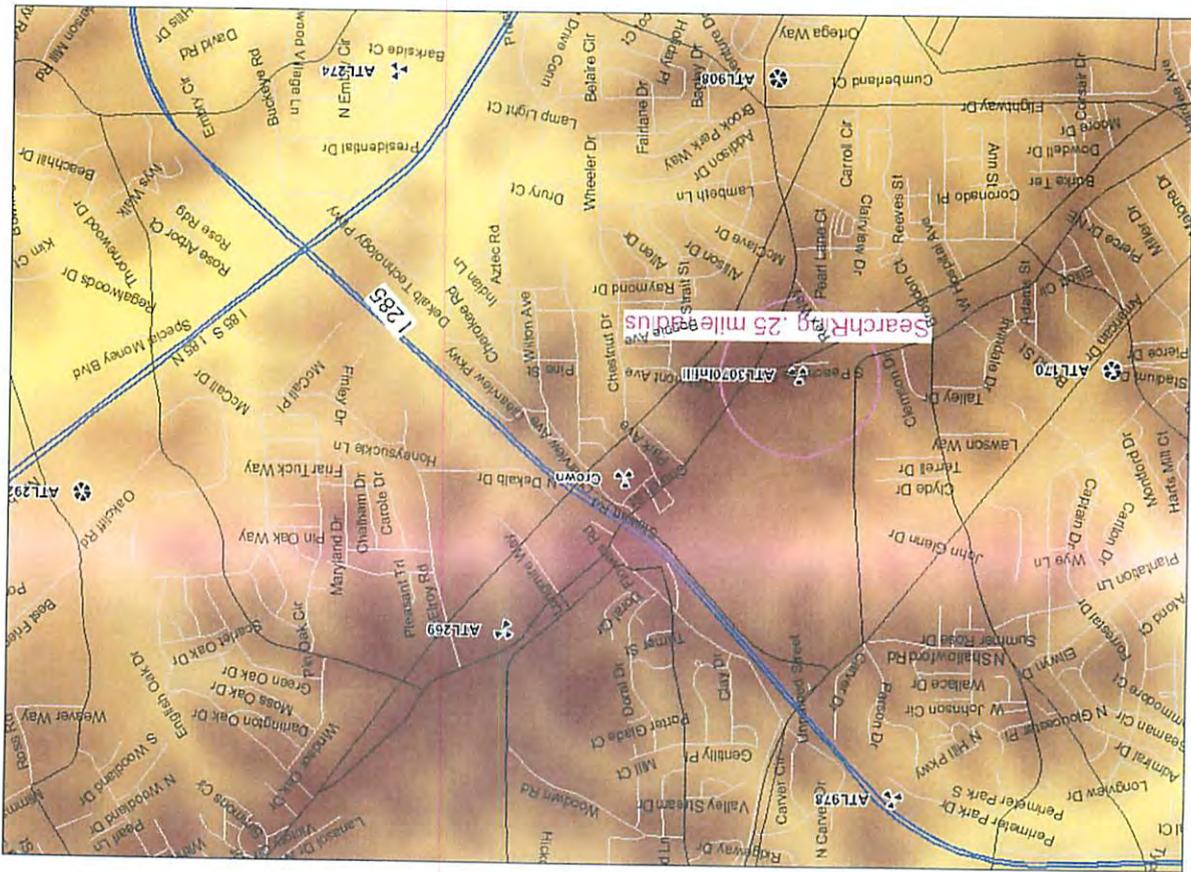
Karen Albregts
Manager Radio Frequency Engineering
MetroPCS Georgia

Exhibit "A"

Existing MetroPCS Coverage Without Proposed Site



- Very Good Coverage
- Good Coverage
- Fair Coverage
- Weak Coverage
- No Coverage



Search Area on Top of Terrain Elevation Map

Search Area on Top of Terrain Elevation Map

Exhibit "B"

Exhibit "C"

Existing Coverage with Crown Site

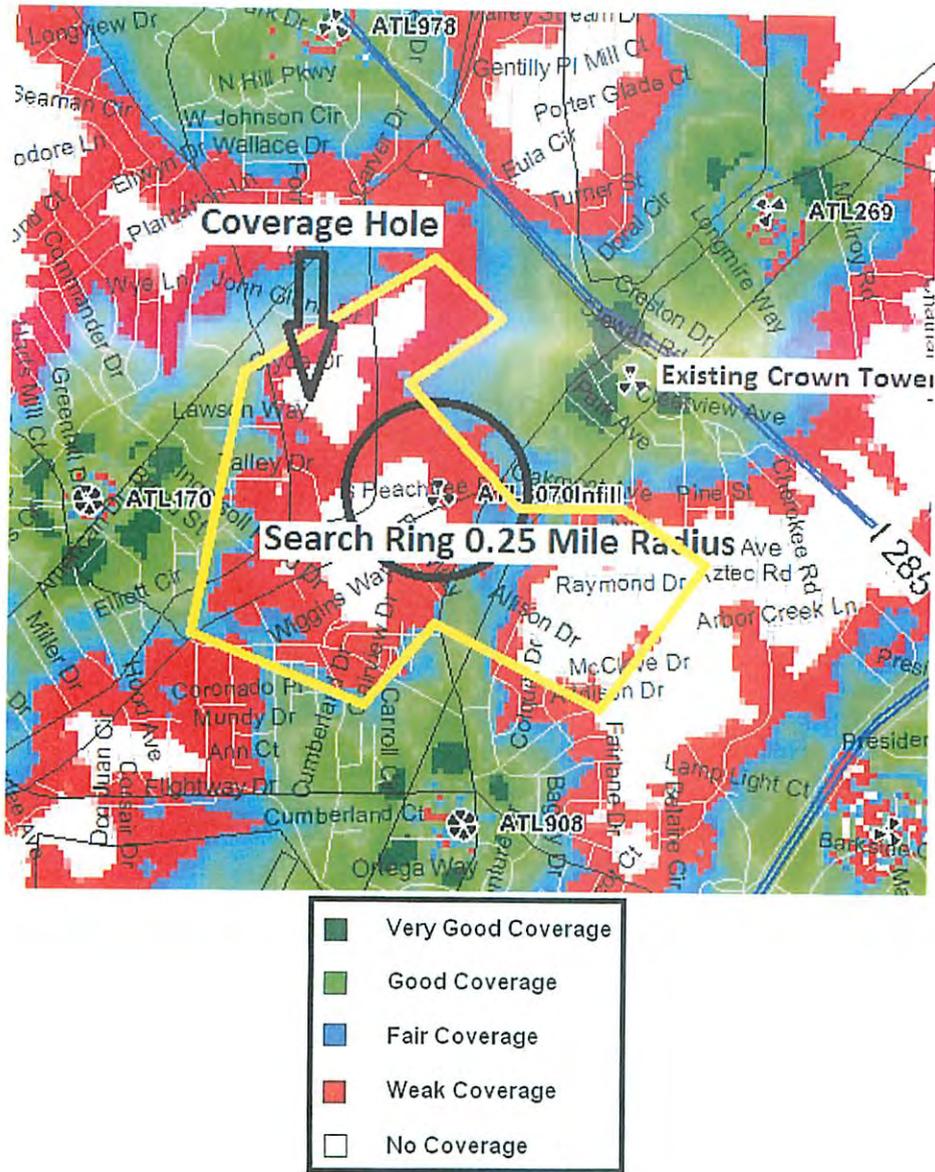
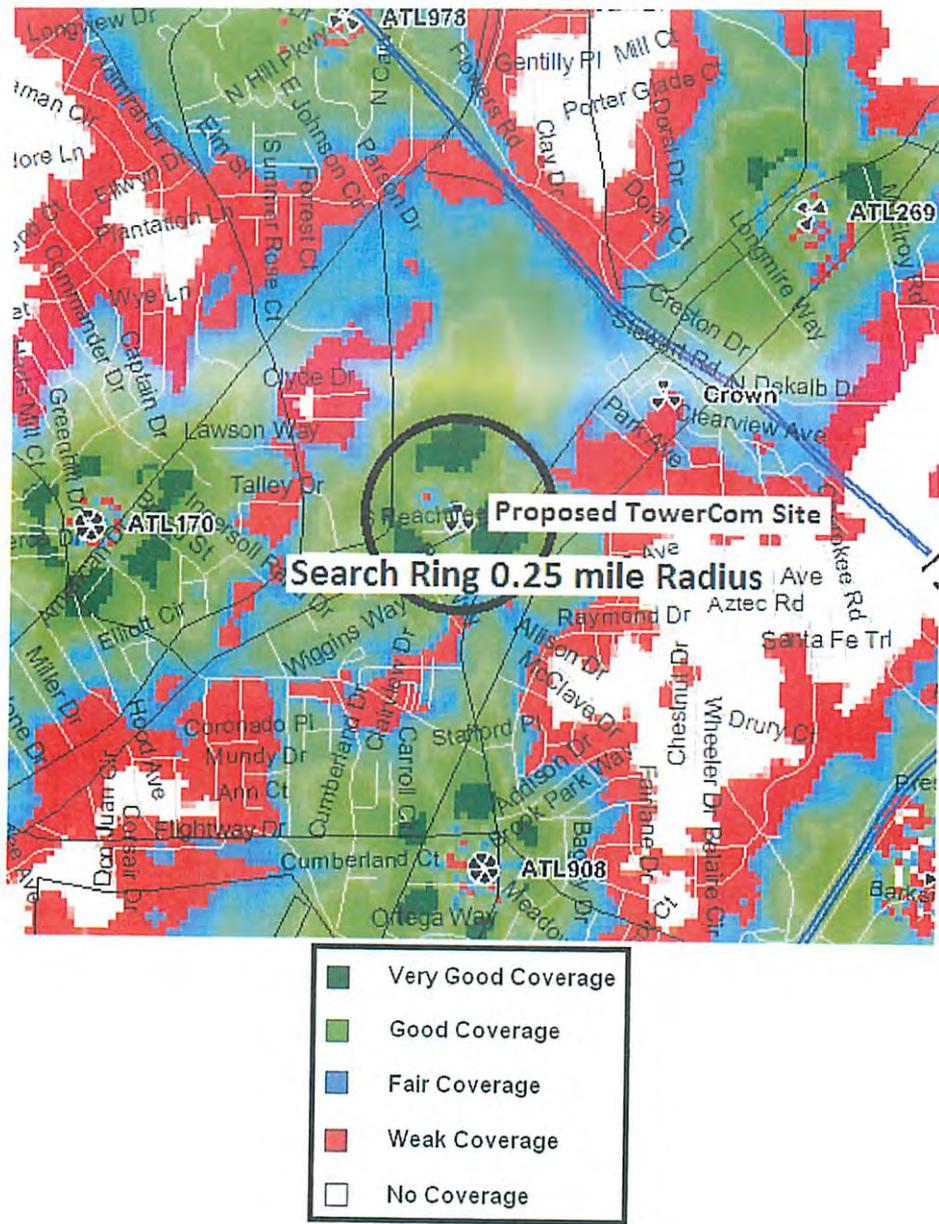


Exhibit "D"

Existing Coverage with Proposed TowerCom Site



AIRSPACE®

Federal Aviation Regulations Part 77 Sub-Part C
Obstruction Analysis Report

TowerCom
Chip Bulloch
2870 Peachtree Rd, Suite 839
Atlanta, GA 30305
E-mail: chipbulloch@gmail.com
Phone: 4049317328 Fax:2396560881

Site Identification: Doraville
Nearest City: Doraville, GA

Site Information (Coordinate Datum - NAD83)

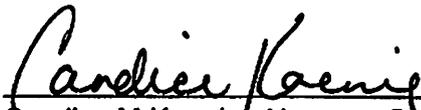
Latitude:	33° - 53' - 52.82"	Decimal Degrees:	33.8980055555556°
Longitude:	84° - 17' - 11.63"	Decimal Degrees:	84.2865638888889°
Ground Elevation:	1062 feet AMSL		
Structure Height:	85 feet AGL		
Overall Height:	1147 feet AMSL		

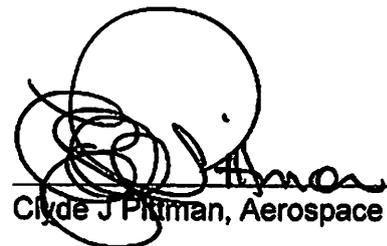
FAA Number: Null
Airspace Study #: 2012-APS-1422-OE

Analyzed on: 11/13/2012. Using Airspace® 2012.11.190. Airspace® Data Date: 11/15/2012

This Airspace Analysis was completed under all obstacle evaluation rules specified in Federal Aviation Regulations (FAR) Part 77 sub-Part C.

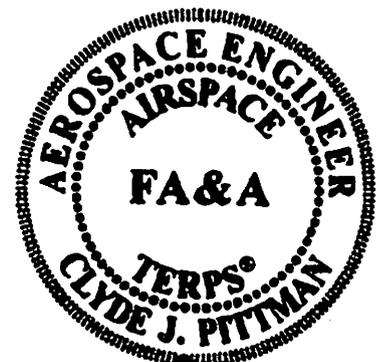
Approved,


Candice M Koenig, Airspace Consultant
Federal Airways & Airspace®
1423 S. Patrick Dr.
Satellite Beach, FL 32937
(321)777-1266


Clyde J Pittman, Aerospace Engineer

Date Printed: 11-13-2012

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AIRSPACE®

Site ID Number: Doraville

AERONAUTICAL RECOMMENDATIONS

Notice to the FAA is mandatory.

Proposed structure is located within a FAA defined terminal procedure area. By law FAA Form 7460-1 must be filed with the Federal Aviation Administration a minimum of 45 days prior to the start of construction. However, we recommend 60 days before the planned construction start date.

TERPS® analysis has been completed for the proposed site. The maximum allowable height identified is 1131 feet AMSL based upon the Departure Surface at PDK: Atlanta/Dekalb-Peachtree Airport.

The height of the proposed structure will exceed obstruction standards. The FAA will require an extended study to determine the aeronautical impacts. The maximum not to exceed height is 1147 feet AMSL based upon the Approach Surface at PDK: Atlanta/Dekalb-Peachtree Airport.

Marking and Lighting of the proposed structure is required.

Possible IFR flight operations impact with a low altitude federal airway.

Possible VFR Traffic Pattern operations impact.

No Potential FCC Licensed AM Broadcast Station interference identified.

Date Printed: 09-20-2012

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AIRSPACE®

Site ID Number: Doraville

LANDING FACILITY INFORMATION

The nearest public use landing facility to the proposed location is:
DEKALB-PEACHTRE (Ident: PDK)

The distance to the nearest runway of this landing facility is 5999 feet or 1.1 statute miles. The true bearing is 209.74° to this landing facility.

Private landing facilities are exempt from review by the FAA under FAR Part 77. However, locating near a private landing facility may affect aircraft operations during take-off and landing.

The nearest private landing facility is: GA52: SAIN
The proposed structure is located 20051 feet or 3.8 statute miles.
The true bearing to this landing facility is 283 degrees.

The proposed structure is not within 3 nautical miles (3.45 statute miles) of the private landing facility. The likely hood of adverse impact to aircraft operations at the private facility is remote.

FAA NOTICE REQUIREMENTS

Notice to the FAA is required for the following reasons:

The proposed structure exceeds a slope beginning at the runway and extending towards the proposed structure. The airport runway elevation, the structure's total elevation above mean sea level (AMSL), the distance between the runway and the proposed structure and the airport slope (100:1 or 50:1) are the factors considered during the calculations. This requirement is specified in FAR Part 77.9(b). The maximum height permitted by this FAR is 1042 feet AMSL.

The proposed structure is located within an instrument procedure area used by aircraft during landings and take-offs. If the FAA had knowledge of the proposed structure within an instrument procedure area they would require notification to determine Instrument Flight Rules (IFR) impact. This requirement is specified under FAR Part 77.9 IFR criteria.

Date Printed: 09-20-2012

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AIRSPACE®

Site ID Number: Doraville

AERONAUTICAL IMPACT

FAR Part 77 Subpart-C Obstruction Standards

The height of the Proposed structure will exceed obstruction standards as defined by FAR Part 77.17(a)(1), 77.17(a)(2) or 77.19. To avoid delays and aeronautical impact reduce requested height.

Terminal Instrument Procedure Standards - FAR Part 77.17(a)(3)

An adverse impact with a US Terminal Approach or Departure Procedure has been identified.

Minimum Obstacle Clearance Altitude (MOCA) - FAR Part 77.17(a)(4)

The proposed structure is located within a low altitude airway area. The maximum allowable height is Max Height: 2100 ft AMSL.

VFR Traffic Pattern Airspace

The proposed structure is located within a VFR Traffic Pattern Airspace. The maximum allowable height is 1193 ft AMSL.

FCC Licensed AM Broadcast Station Proof-of-Performance

The proposed structure is not located within the specified range of an FCC Licensed AM radio and will not require Proof-of-Performance analysis.

Date Printed: 09-20-2012

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Michael F. Plahovinsak, P.E.

October 8, 2012

TowerCom
2870 Peachtree Rd., Suite 839
Atlanta, GA 30305

Attn: Chip Bulloch

Re: Proposed 80-ft Monopole
Located in Dekalb Co., GA: Site SRDORA - Doraville
MFP #23512-363 / TAPP 12-1752

Dear Mr. Bulloch:

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I have designed this monopole to withstand a basic wind speed of 90 mph as recommended by ANSI/TIA-222-G for Dekalb County. The design also conforms to the requirements of the 2006-2009 International Building Code.

This monopole has been intentionally designed to accommodate a theoretical fall radius. The upper 48' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole has been fabricated according to our design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield at the 32' elevation, resulting in a maximum 48' fall radius.

The structure has been designed with all of the applicable factors as required by the code. Communication poles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,



Michael F. Plahovinsak, P.E.
Professional Engineer

18301 State Route 161 - Plain City, OH 43064
(614) 398-6250 - mike@mfpeng.com

EXHIBIT H



THE CITY OF DORAVILLE
Planning Commission Agenda Sheet
AGENDA ITEM SHEET

Subject: Public Hearing for City Initiated Rezoning of Property located at 4473 Tilly Mill Road, Doraville GA, Parcel # 18 342 05 004

Date of Meeting: Feb. 6, 2013

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: Public Hearing on the zoning of property which is currently zoned C-2 under DeKalb County Zoning to C-2 under the City of Doraville Zoning Ordinance as part of annexation of a single parcel unincorporated island in DeKalb County by the 100% method of annexation. This will be the public hearing and first reading of the zoning action. Final action will not take place until after the public hearing and annexation of the property currently scheduled for the Council meeting on 18. The final action can take place directly after the annexation on the same agenda.

History, Facts, Issues: This parcel has applied to be annexed into the City of Doraville by the 100% method where all property owners request such action. This is a single parcel on Tilly Mill Road that was not included in the annexation areas recently incorporated by legislative action on Dec. 31, 2012.

The parcel is currently used as the corporate headquarters of Pull-A-Part LLC and the same use will continue with the annexation.

Planning Commission Recommendation: Approval; 3-0 in favor

Staff Recommendation: Approval

Options: Approve proposed zoning, deny proposed zoning, or approve proposed zoning with conditions.



Annexation Application

Property Owner Information

Property Owner's Full Name: COHEN KOGON CHARITABLE FOUNDATION
 Owner's Address: 1440 SPRING ST S.W., ATLANTA, GA 30309
 Phone: 404-607-7000 Fax: 404-607-7058 Email: MARTYK@PULLAPART.COM

Company/ Business Contact Information

Business Name: PULL-A-PART, L.L.C.
 Address: 4473 TILLY MILL RD, ATLANTA, GA 30360
 Phone: 404-607-7000 Fax: 404-607-7058 Email: MARTYK@PULLAPART.COM

Property Location

Tax Parcel Identification Number: 18 342-05 004
 Property Address: 4473 TILLY MILL RD, ATLANTA, GA 30360
 Number of Existing Structures: 1 Existing Zoning Classification: C-2

Required Application Documents

- Legal Description
- Annexation Letter of Request
- Site Plan (copy to scale) showing existing and proposed improvements
- Date of Pre-Application Meeting 11/15/2012
- Conflict of Interest Certification

Owner's Signature

I hereby certify that I have received a copy of City Code Sec. 23-1604A. (Public Hearings)

Applicant Signature: [Signature] Date: 11/15/12

For City Use Only

Date Received: 11/15/2012 Application Number: ANN-11/15/12
 Notes: Staff finds application to be complete. LGH

Public Hearing Notice

The Mayor and City Council holds regular business meetings at 6:30 P.M. on the first and the third Monday of each month unless one of those Mondays falls on a City-observed holiday, in which case, the Mayor and Council conducts regular business meetings the following evening at 6:30 P.M. All applications must be submitted at least two week prior to a regular Council meeting.

P.C. recommend approval to City Council 3-0



the city of
DoravilleSM
 DIVERSITY | VITALITY | COMMUNITY

Annexation

Sample Letter of Request
 100% Method

Property Address: 4473 TILLY MILL RD., ATLANTA, GA 30360

To the Mayor and City Council of Doraville, Georgia,

I (or We), the undersigned, owner (s) of all real property of the territory described herein, respectfully request that the City Council annex this territory into the City of Doraville, Georgia and extend the city boundaries to include same.

The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. Section 36-36-20) to the existing corporate limits of Doraville, Georgia and the description of such territory is as follows:

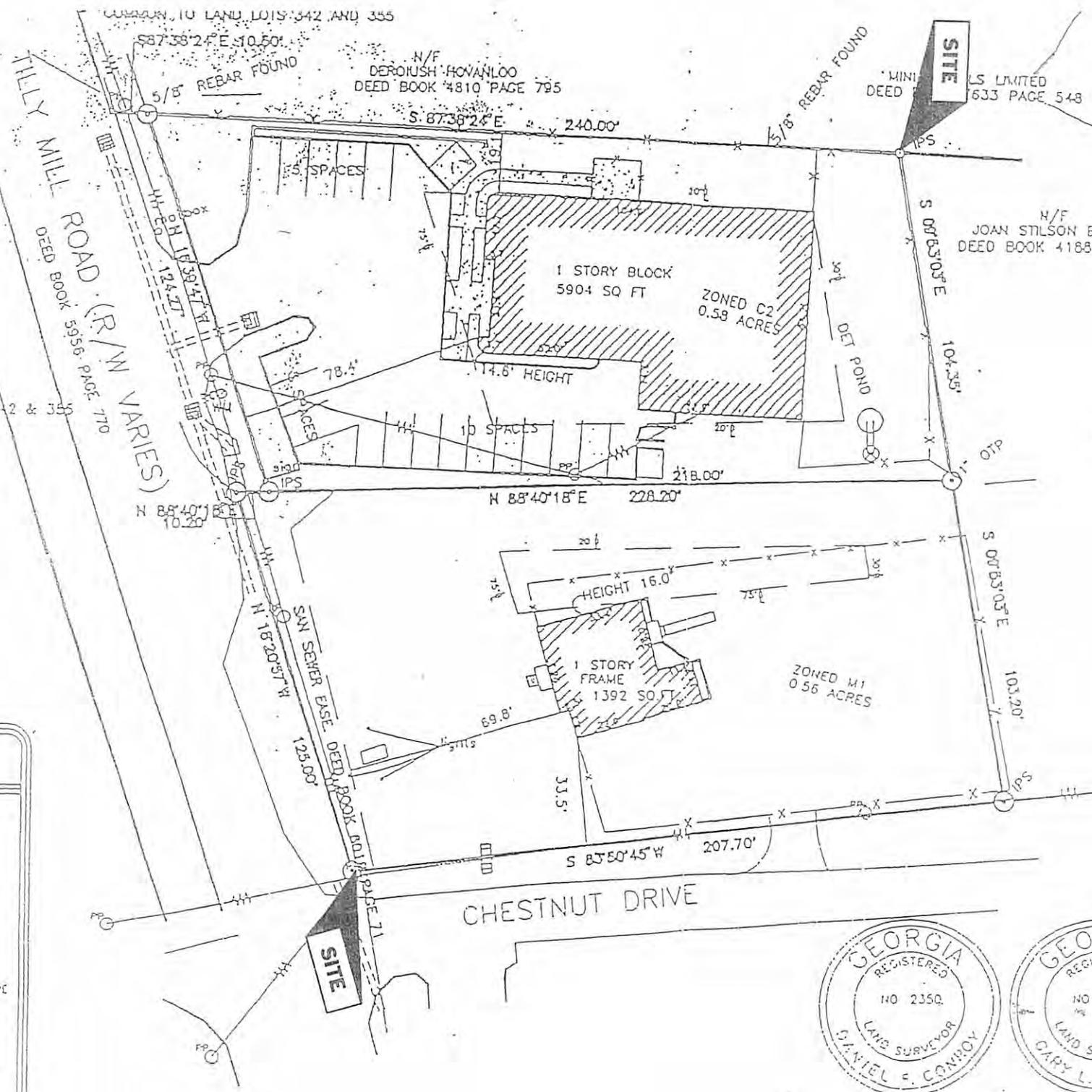
(Attach a complete description and survey of land to be annexed)

Name (print)	Address	Signature
1) MARTY KOGON	4473 TILLY MILL RD ATLANTA, GA 30360	
2)		
3)		
4)		
5)		

(Please add additional sheets if necessary)

Application Received By: For City Use Only
 Date: 11/15/2012

Dorothy E Venable
 Notary Public, DeKalb County GA
 My Commission Expires:
 September 8, 2015



THIS IS TO CERTIFY THAT THE INFORMATION WHICH IT IS BASED UPON WAS OBTAINED BY STANDARD DETAIL REQUIREMENTS JOINTLY ESTABLISHED AND APPROVED BY THE COMMISSIONERS OF THE REVENUE AND THE COMMISSIONERS OF THE LANDS AND SURVEYS AND IN EFFECT ON THE DATE OF THIS SURVEY.

DATE: 2/29/78
 SIGNED: Daniel E. Conroy

REGISTRATION NO. _____

NOTES:
 FIELD INFORMATION WITHIN A 5 SECOND DISTANCE METER. THIS MAP OR PLAT CLOSURES AND IS WITHIN ONE FOOT OF THE FIELD DATA UNLESS OTHERWISE NOTED. THIS MAP OR PLAT IS BASED UPON A CURVE OF 2 SEC PER 100 FEET USING COMPASS RULE.

THIS PROPERTY IS NOT IN A FEDERAL FLOOD HAZARD ZONE PER PANEL NO. _____

[Handwritten signature]
 ETC PIPE WHOLE
 BASIN
 OF R



IN MY OPINION THIS PLAT IS A CORRECT

FRITZLER & LAWYER	
DATE	2-23-78
SCALE:	1" = 40'
CONROY & LITHONIA	

Property Tax Information Results

Online Payments are for 2012 Only

Pay Now

Back

For additional assistance, contact (404) 298-4000.

<p>Property Identification</p> <p><u>Parcel ID</u> 18 342 05 004 <u>Pin Number</u> 1536383 <u>Property Address</u> 4473 TILLY MILL RD <u>Property Type</u> Real Estate <u>Tax District</u> 04 - Unincorporated</p> <p>Owner Information</p> <p><u>Last Name, First Name</u> Jan. 1st <u>Owner</u> COHEN KOGON CHARITABLE <u>Co-Owner</u> Current <u>Owner</u> COHEN KOGON CHARITABLE <u>Co-Owner</u></p> <p><u>Owner Address</u> 1440 SPRING ST NW ATLANTA GA 30309 2832</p> <p><u>Care of Information</u></p> <p style="text-align: center;">** CHANGE MAILING ADDRESS? **</p> <p>Homestead Exemption</p> <p><u>Exemption Type</u> - NO EXEMPTION <u>Tax Exempt Amount</u> \$0.00</p> <p><u>APPLY FOR BASIC HOMESTEAD EXEMPTION AND PROPERTY ASSESSMENT FREEZE</u></p> <p>Other Exemption Information</p> <p><u>Exemption Type</u> <u>Value Exemption Amount</u> \$0.00</p> <p>Deed Information</p> <p><u>Deed Type</u> WARRANTY DEED <u>Deed Book/Page</u> 14690 / 00318 <u>Plat Book/Page</u> 0 / 0</p> <p>Property Characteristics/ Sales Information</p> <p><u>NBHD Code</u> <u>Acreage</u> 0.602 <u>Zoning Type</u> <u>Improvement Type</u> <u>Year Built</u> 1987 <u>Condition Code</u> Good <u>Quality Grade</u> Good <u>Air Conditioning</u> <u>Fireplaces</u> 0 <u>Stories</u> 1 <u>Square Footage</u> 5,896 Sq. Ft. <u>Basement Area</u> N/A <u>% Bsmt Finished</u> N/A <u>Bedrooms</u> 0 <u>Bathrooms</u> 0 <u>Last Deed Date</u> 6/27/2003 <u>Last Deed Amount</u> \$697,200.00</p> <p style="text-align: right;">Click here to view property map</p> <p style="text-align: center; border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">Additional Property</p> <p style="text-align: center; font-size: small;">For additional information on the data above, contact the Property Appraisal Department at 404-371-2471</p>	<p>Property Value/Billing Assessment</p> <p><u>Taxable Year</u> 2012 <u>Land Value</u> \$314,600 <u>Building Value</u> \$368,200 <u>Misc. Improvement Value</u> \$0 <u>Total Value</u> \$682,800 <u>40% Taxable Assessment</u> \$273,120 <u>Appeal Assessment</u> \$232,152</p> <p style="text-align: center; font-size: x-small;">= Appeal Assessment is a temporary value until appeal is resolved Information as of 10/31/2012</p> <p>Tax Information Summary</p> <p><u>Taxable Year</u> 2012 <u>Millage Rate</u> 0.04539 <u>2nd Installment Amount</u> \$5,383.89</p> <p><u>DeKalb County Taxes Billed</u> \$10,767.78 <u>DeKalb County Taxes Paid</u> \$5,383.89 <u>DeKalb County Taxes Due</u> \$5,383.89</p> <p><u>Total Taxes Billed</u> \$10,767.78 <u>Total Taxes Paid</u> \$5,383.89 <u>Total Taxes Due</u> \$5,383.89</p> <p><u>Last Payment Date for DeKalb County Taxes</u> 10/8/2012 <u>Last Payment Amount for DeKalb County Taxes</u> \$5,383.89</p> <p style="text-align: center;"> Tax Paid Receipt Tax Bill Details </p> <p style="text-align: center;"> -- Choose a Tax Year -- Get Tax Payoff Info. </p> <p style="text-align: center; font-size: x-small;">Prior Years Tax **Please note that information below may be 2 days old.</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: left;">DeKalb County Tax</th> <th style="text-align: right;">Total Owed</th> <th style="text-align: right;">Total Paid</th> <th style="text-align: right;">Total Due</th> </tr> </thead> <tbody> <tr> <td><u>TaxYear</u> 2012</td> <td style="text-align: right;">\$10,767.78</td> <td style="text-align: right;">\$5,383.89</td> <td style="text-align: right;">\$5,383.89</td> </tr> <tr> <td>2011</td> <td style="text-align: right;">\$12,367.84</td> <td style="text-align: right;">\$12,367.84</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2010</td> <td style="text-align: right;">\$11,453.51</td> <td style="text-align: right;">\$11,453.51</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2009</td> <td style="text-align: right;">\$11,453.51</td> <td style="text-align: right;">\$11,453.51</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2008</td> <td style="text-align: right;">\$12,003.96</td> <td style="text-align: right;">\$12,003.96</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2007</td> <td style="text-align: right;">\$10,964.00</td> <td style="text-align: right;">\$10,964.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2006</td> <td style="text-align: right;">\$10,964.00</td> <td style="text-align: right;">\$10,964.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2005</td> <td style="text-align: right;">\$8,796.14</td> <td style="text-align: right;">\$8,796.14</td> <td style="text-align: right;">\$0.00</td> </tr> </tbody> </table> <p>Delinquent Taxes/ Tax Sale Information</p> <p><u>Tax Sale File Number</u> <u>FIFa-GED Book/Page</u> <u>Levy Date</u> <u>Sale Date</u> <u>Delinquent Amount Due</u> Call 404-298-3053 for Payoff Amount</p> <p>Property Tax Mailing Address</p> <p>DeKalb County Tax Commissioner Collections Division PO Box 100004 Decatur, GA 30031-7004</p>	DeKalb County Tax	Total Owed	Total Paid	Total Due	<u>TaxYear</u> 2012	\$10,767.78	\$5,383.89	\$5,383.89	2011	\$12,367.84	\$12,367.84	\$0.00	2010	\$11,453.51	\$11,453.51	\$0.00	2009	\$11,453.51	\$11,453.51	\$0.00	2008	\$12,003.96	\$12,003.96	\$0.00	2007	\$10,964.00	\$10,964.00	\$0.00	2006	\$10,964.00	\$10,964.00	\$0.00	2005	\$8,796.14	\$8,796.14	\$0.00
DeKalb County Tax	Total Owed	Total Paid	Total Due																																		
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For additional assistance, contact (404) 298-4000.

PROPERTY TAX
2012
10/31/12



2012 DEKALB COUNTY REAL ESTATE TAX STATEMENT
 PAY ONLINE AT www.yourdekalb.com/taxcommissioner
 OR BY PHONE AT 404-298-4000

CLAUDIA G. LAWSON
 TAX COMMISSIONER

OWNER COHEN KOGON CHARITABLE
 CO-OWNER
 PARCEL I.D. \ PIN 18 342 05 004 \ 1536383
 PROPERTY ADDRESS 4473 TILLY MILL RD
 TAX DISTRICT 04 UNINCORPORATED

APPRAISAL VALUES AND EXEMPTION INFORMATION
 TOTAL APPRAISAL 682,800 EXEMPTION CODE
 40% ASSESSMENT 273,120 BASE ASSESSMENT FREEZE
 APPEAL ASSESSMENT 232,152 NET FROZEN EXEMPTION

THIS YEAR THE STATE PORTION OF YOUR TAX BILL IS BEING REDUCED AND WILL GRADUALLY BE ELIMINATED FROM YOUR TAX BILL. THIS TAX RELIEF WAS PASSED BY THE GOVERNOR AND THE HOUSE OF REPRESENTATIVES AND THE GEORGIA STATE SENATE.

COUNTY GOVERNMENT TAXES													
Levied by the Board of Commissioners: representing 45.73% of your tax statement													
TAXING AUTHORITIES	TAXABLE ASSESSMENT	X	MILLAGE	=	GROSS TAX AMOUNT	-	FROZEN EXEMPTION	-	CONST-HMST EXEMPTION	=	HOST CREDIT	=	NET TAX DUE
COUNTY OPNS	232,152		.0104300		2,421.34		0.00		0.00		0.00		2,421.34
HOSPITALS	232,152		.0009400		218.22		0.00		0.00		0.00		218.22
COUNTY BONDS	232,152		.0007000		162.52		0.00		0.00		0.00		162.52
UNIC BONDS	232,152		.0017200		399.30		0.00		0.00		0.00		399.30
FIRE	232,152		.0032900		763.78		0.00		0.00		0.00		763.78
UNIC TAXDIST	232,152		.0003800		88.22		0.00		0.00		0.00		88.22
POLICE SERVC	232,152		.0037500		870.58		0.00		0.00		0.00		870.58
TOTAL COUNTY TAXES												\$4,923.96	
BOARD OF EDUCATION - SCHOOL TAXES													
Levied by Board of Education: representing 51.7% of your tax statement													
TAXING AUTHORITIES	TAXABLE ASSESSMENT	X	MILLAGE	=	GROSS TAX AMOUNT	-	FROZEN EXEMPTION	-	CONST-HMST EXEMPTION	=	HOST CREDIT	=	NET TAX DUE
SCHOOL OPNS	232,152		.0239800		5,567.00		0.00		0.00		0.00		5,567.00
TOTAL SCHOOL TAX												\$5,567.00	
STATE & CITY TAXES, AND OTHER CHARGES													
Levied as applicable by State, City, or County: representing 2.57% of your tax statement													
TAXING AUTHORITIES	TAXABLE ASSESSMENT	X	MILLAGE	=	GROSS TAX AMOUNT	-	FROZEN EXEMPTION	-	CONST-HMST EXEMPTION	=	HOST CREDIT	=	NET TAX DUE
STATE TAXES	232,152		.0002000		46.42		0.00		0.00		0.00		46.42
STORM WATER	4.8 UNIT(S)		48.00		230.40		0.00		0.00		0.00		230.40
TOTAL STATE, CITY AND OTHER ASSESSMENTS												\$276.82	
TOTAL PROPERTY TAXES													
TOTAL MILLAGE	GROSS TAX AMOUNT	FROZEN EXEMPTION	CONST-HMST EXEMPTION	HOST CREDIT	NET TAX DUE								
TOTAL DUE	0.045390	10,767.78	0.00	0.00	\$10,767.78								

SPECIAL NOTICE: As required by state law O.C.G.A 48-5-311, this is a TEMPORARY bill pending the resolution of your appeal. If an appeal had not been filed, your taxes would have been \$12,627.32 based on the original assessment of 273,120. This TEMPORARY bill of \$10,767.78 is based on an appeal assessment of 232,152. Payments are still required by October 1st and November 15th. The final amount will be adjusted when the appeal is resolved. If the appeal is resolved before November 15th, a bill will be issued for the balance due or a refund will be sent for any overpayment. Interest applies after November 15th.

MAKE YOUR CHECK PAYABLE TO:
 DEKALB COUNTY TAX COMMISSIONER
 P.O. BOX 100004
 DECATUR, GA 30031-7004
 PAY BY PHONE - (404)298-4000 or
 online at www.yourdekalb.com/taxcommissioner

DUE DATE
NOVEMBER 15, 2012
 5% PENALTY FOR LATE PAYMENT
 RETURN COUPON WITH PAYMENT

PARCEL I.D.	18 342 05 004
TOTAL ANNUAL TAX	\$10,767.78
INSTALLMENT AMOUNT DUE	\$5,383.89
ENTER AMOUNT PAID	

SECOND INSTALLMENT

*****AUTO**5-DIGIT 30309

COHEN KOGON CHARITABLE
 1440 SPRING ST NW
 ATLANTA GA 30309-2832

1 of 1
 119933/45/538/1



PIN: 1536383

02153638310000053838990000107677818

IF MAKING FULL PAYMENT, TAXES MUST BE PAID ON OR BEFORE **OCTOBER 1, 2012**

MAKE YOUR CHECK PAYABLE TO:
 DEKALB COUNTY TAX COMMISSIONER
 P.O. BOX 100004
 DECATUR, GA 30031-7004
 PAY BY PHONE - (404)298-4000 or
 online at www.yourdekalb.com/taxcommissioner

DUE DATE
OCTOBER 1, 2012
 5% PENALTY FOR LATE PAYMENT
 RETURN COUPON WITH PAYMENT

PARCEL I.D.	18 342 05 004
TOTAL ANNUAL TAX	\$10,767.78
INSTALLMENT AMOUNT DUE	\$5,383.89
ENTER AMOUNT PAID	

FIRST INSTALLMENT

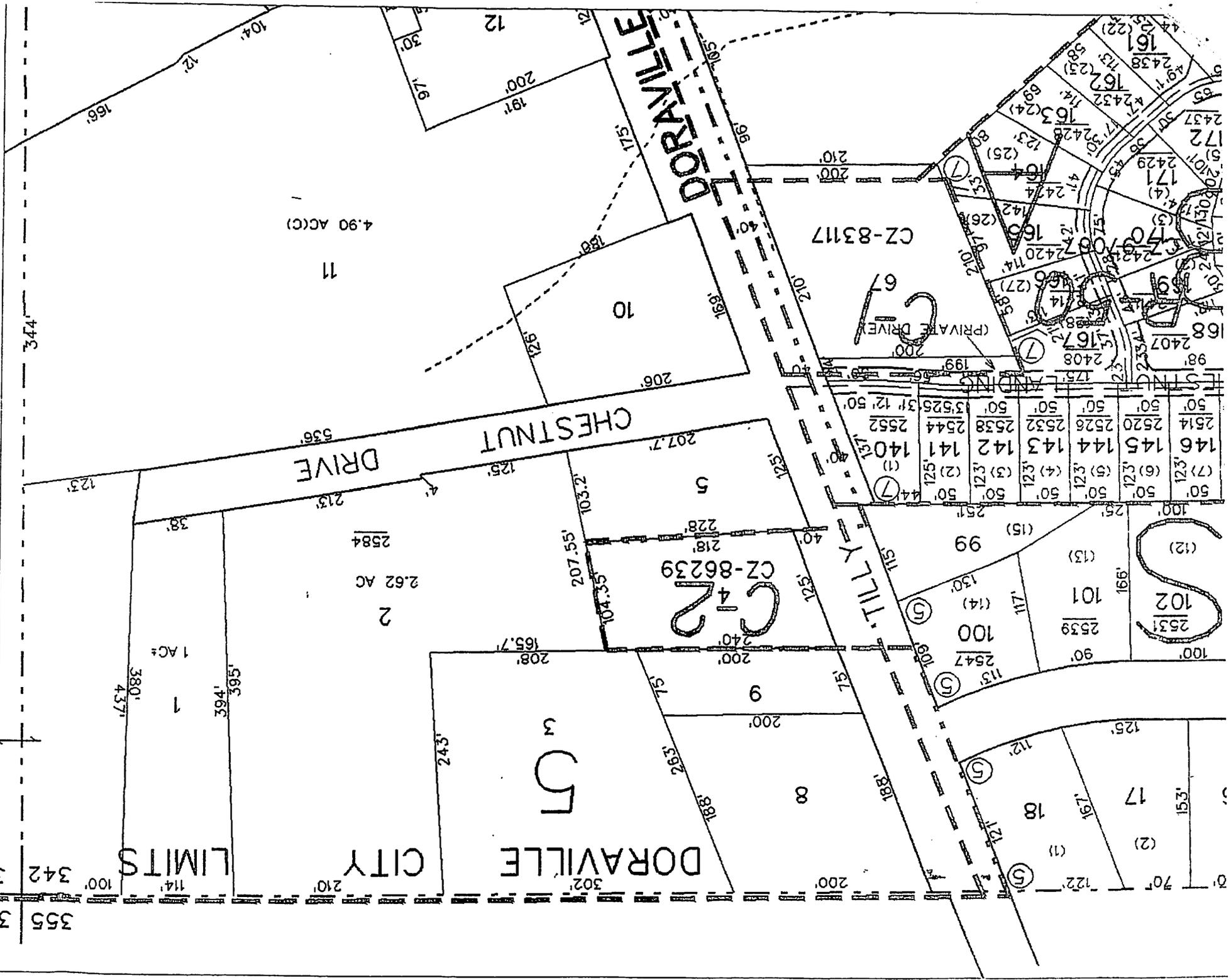
COHEN KOGON CHARITABLE
 1440 SPRING ST NW
 ATLANTA GA 30309-2832



PIN: 1536383

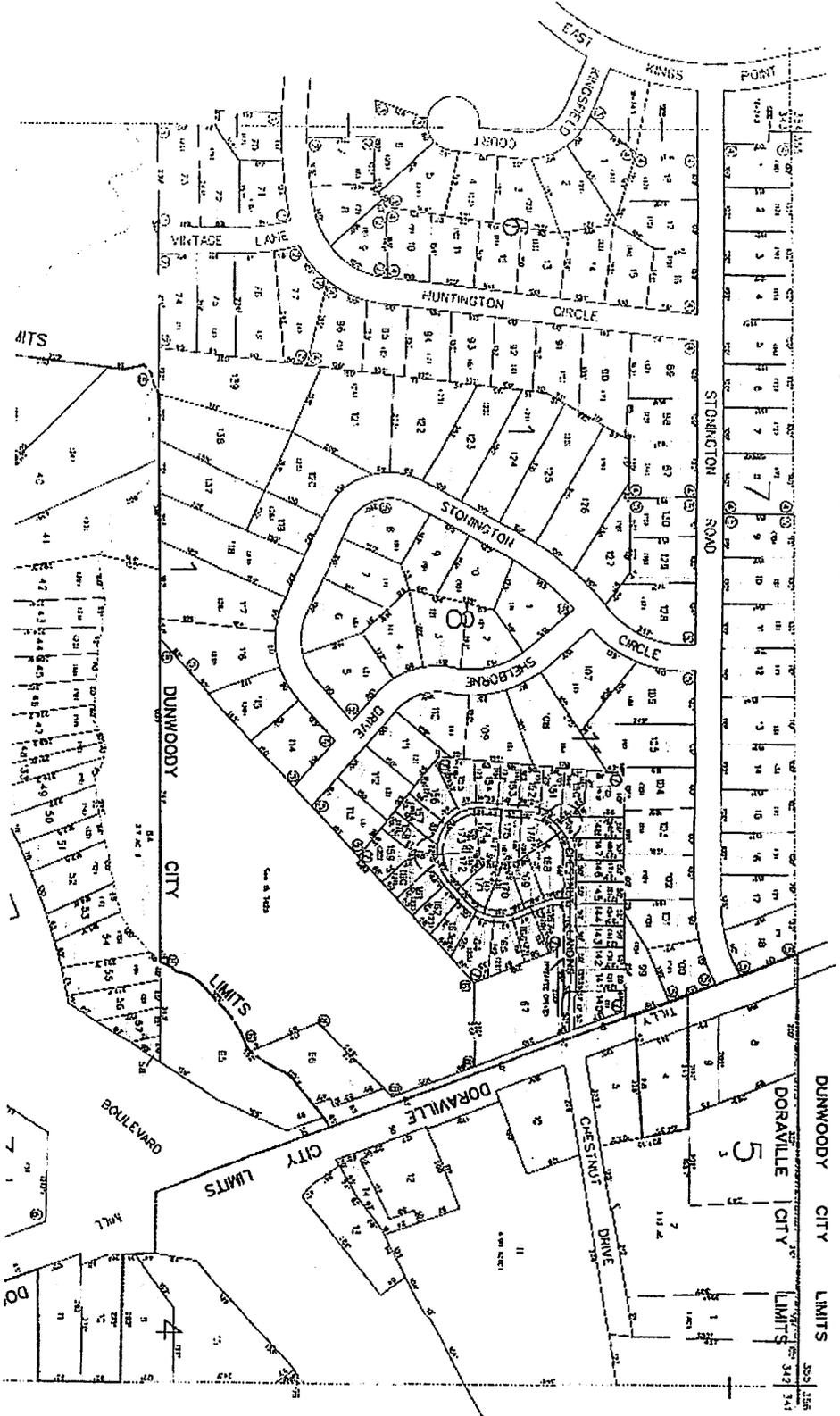
02153638310000053838990000107677818

APR



355 3

CITY OF DUNWOODY



DUNWOODY CITY LIMITS

DORAVILLE CITY

LIMITS

CITY OF DORAVILLE

- ① DUNWOODY NORTH S/D * 7
- ② DUNWOODY NORTH S/D * 3
- ③ DUNWOODY NORTH S/R * R
- ④ DUNWOODY NORTH S/D * TD
- ⑤ DUNWOODY NORTH S/D * J
- ⑥ MCARTHUR EST. PRUB P/O
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DOW	-1.07	NASDAQ	-0.07	S&P 500	+1.70
12,569.88	-0.01%	2,846.74	-0.0%	1,357.19	+0.13%

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MICHAEL WOODWARD
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 Offering support and guidance to a jobless friend or family member during the holidays can help both parties, writes Michael Woodward of Fox Business

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MarketWatch
 Nov. 15, 2012, 8:00 a.m. EST

Pull-A-Part and the Georgia Recycling Coalition Launch a Partnership to Promote Automobile Recycling and Reduce the Number of Junk Cars in the Metro Atlanta and Augusta Areas



PR Newswire
 United Business Media

ATLANTA, Nov. 15, 2012 /PRNewswire via COMTEX/ -- Pull-A-Part, a Do-It-Yourself Used Auto Parts Retailer and purchaser of End of Life Vehicles ("Junk" Cars), announced a partnership today with the Georgia Recycling Coalition (GRC) to promote the recycling of older cars in the Metro Atlanta and Augusta areas. Pull-A-Part will donate funds to the Georgia Recycling Coalition and the local recycling program members, including Keep Atlanta Beautiful, Keep DeKalb Beautiful, Keep East Point Beautiful, Keep Forest Park Beautiful, Keep Roswell Beautiful, Keep Columbia County Beautiful, and Gwinnett Clean & Beautiful for every vehicle sold through their promotion of this program. Residents in these areas can contact Pull-A-Part at (888) 237-7198 if they wish to sell their old junk cars for cash, which includes free vehicle pickup.

The donated funds will be used to help support local recycling and litter prevention programs throughout the state. "Pull-A-Part is excited to work with the Georgia Recycling Coalition to help remove and recycle "junk" cars from our neighborhood streets and yards," says Steve Levetan, Senior VP. "We are committed to helping our communities stay cleaner and safer through our continued support of sustainable reuse and recycling practices."

"We're proud to partner with Pull-A-Part, a clear leader in the 'do-it-yourself' used auto parts industry," says Gloria Hardegree, Executive Director, Georgia Recycling Coalition. "Through this program we hope to keep communities clean while reducing the number of "junk" cars on the streets and in yards. With Pull-A-Part funding cash incentives for each car purchased as a result of this program, we will be able to further support GRC's mission and our members."

This program kicks off today in recognition of America Recycles Day. For more information on how to sell your old car and help your community (free towing included), please contact Pull-A-Part at customerservice@pullapart.com or (888) 237-7198.

About Pull-A-Part LLC: As the premiere do-it-yourself used auto parts superstore, Pull-A-Part reduces the costs, hassles and headaches of finding quality used auto parts for less. Its lots are organized, well-lit and safe, with computerized inventory systems that allow customers to quickly select from more than 2000 cars and remove parts themselves thereby avoiding expensive labor costs and mark-ups. Make sure to visit them at www.pullapart.com.

About GRC: The Georgia Recycling Coalition is the 501 c 3 state recycling organization in Georgia. Its mission is to promote & enhance waste reduction and recycling programs & activities in the state. It is comprised of members representing all sectors of the recycling industry. GRC was awarded the Recycling Coalition of the Year for 2008 by the National Recycling Coalition. Atlanta Magazine recognized the Georgia Recycling Coalition and its EcoVille website in the Best of Atlanta December 2009 issue for best Eco Service in its "Thrive" category. In 2011, GRC celebrated its 20th Anniversary and in March 2012 was honored with the Green Reach Award by the Atlanta Business Chronicle in its 2012 Environmental Awards. See www.georgiarecycles.org for more GRC information.

SOURCE Pull-A-Part
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THE CITY OF DORAVILLE
Planning Commission Agenda Sheet
AGENDA ITEM SHEET

Subject: Public Hearing on Amendment to Zoning Code to delete as permitted uses certain uses related to water and waste water treatment from the M-1 and M-2 zoning districts.

Date of Meeting: March 4, 2013

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Action Requested: Public hearing and review and comment by City Council for amendment to the City Ordinances

History, Facts, Issues: The Planning Commission and Staff were requested by the City Council to review and make recommendations as to certain water and wastewater uses currently allowed in the M-1 and M-2 zoning districts. A moratorium on acceptance of application of such uses was imposed while the issue was reviewed.

The following are Staff and Planning Commission's recommendations:

Text Amendment to Delete Specific Uses as Permitted Uses in M-1 Zoning District

Sec. 23-911. - M-1 light manufacturing district.

Purpose: This district is to provide for moderate to heavy commercial and light industrial uses, all of which shall be nuisance free and not generators of hazardous substances. It is intended that light manufacturing uses shall be located on either arterial or major collector streets or within industrial parks having access to such thoroughfares. No residential use shall be permitted in the M-1 district.

Permitted uses:

Delete Essential services in its entirety:

~~Essential services. Electrical and gas substations, electrical, gas, water, and sewer distribution and collection lines, pumping facilities for water and sewer systems; rights-of-way for transportation modes; and telephone switching facilities.~~

Delete water and sewerage plants as a permitted use under Intermediate impact facilities:

Intermediate impact facilities. Colleges, junior colleges, and universities; industrial training facility (simulated industrial environmental with classroom instruction); radio and television transmission facilities; ~~water and sewerage plants~~; and water storage facilities.

The Planning Commission also makes a recommendation that water and sewerage plants should not be allowed as a permitted use or a use by conditional use permit in the M-2 zoning district. These are functions provided by DeKalb County. No need has been identified for these services or long range plans by DeKalb County wishing to locate such facilities in Doraville. Further any such facilities if needed would be considered governmental facilities.

By eliminating the uses from the M-1 zoning district as permitted uses, they will also be automatically deleted as permitted uses in M-2 zoning districts.

Department: Planning & Development

Department Head: Joe Cooley

Action Taken By Board: _____



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: ^{Final} ~~Second Read/First~~ Adoption Ordinance to Revise City Charter
For City Manager Transition

Date of Meeting: February 19, 2013,
March 4, 2013
Budget Impact: ___Y X ___N
Budget Impact Amount: \$ ___N/A___

Regular Meeting (X)
Work Session ()
Recommendation (X)
Policy/Discussion ()
Report ()
Other ()

Funding Source:
() Annual
() Capital
() N/A

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The Legislature, in 2011, passed an Amendment to the City Charter to change the City form of government to a City Manager form of government. At the November, 2011, General Election, the voters of the City of Doraville passed said Charter change by Referendum. Part of the law authorized the City to create duties for the incoming City Manager and to transition the City to a part-time Mayor/Full-time City Manager form of government. The attached Ordinance, pursuant to that authority, amends various provisions of the City Charter, including the duties of the Mayor and Council, and creates duties of the City Manager, as well as other clean-up matters in the Charter that are authorized to be revised pursuant to the Georgia Home Rule Act. It is up for First Read on January 22, 2013 and for Second Reads and votes at two consecutive meetings of the Mayor and City Council, on February 19 and March 4, 2013, at which time final adoption of this Home Rule Charter Amendment will be accomplished.

Options: ___ To Adopt Ordinance or revise.

Recommended Action: _Adoption is Recommended.

Department: _Legal

Department Head: _Cecil G. McLendon, Jr.

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2013-__
ORDINANCE NO. 2013-__

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF DORAVILLE, GEORGIA FOR THE PURPOSE OF REVISING DUTIES OF THE MAYOR AND CITY COUNCIL AND CREATING DUTIES FOR THE CITY MANAGER

WHEREAS, the Georgia Legislature adopted House Bill 544 in 2011, to provide a change in the Charter for the City of Doraville to provide for a new position of City Manager and a transition of up to two years, until January 1, 2014, for the City Manager to become the administrative head of the City of Doraville and the Mayor's position to be changed from full-time to part-time; and

WHEREAS, the duly qualified electors of the City of Doraville voted to adopt said changes to the Charter by voting in favor of the Referendum at the General Election in November, 2011; and

WHEREAS, HB 544 provides that the Mayor and City Council shall prescribe for the duties of the City Manager; and

WHEREAS, as part of the prescribing of said duties, the Mayor and City Council desire to amend the duties of the Mayor and City Council to provide for the traditional duties of a part-time Mayor and to operate to provide for the City Manager to be the day-to-day administrator of the City's affairs; and

WHEREAS, to accomplish said revisions, it is necessary for the Mayor and City Council to provide for same by amending the City Charter pursuant to its powers under the Georgia Home Rules Act; and

WHEREAS, pursuant to O.C.G.A. §36-35-3, the required notice has been published in the DeKalb Champion once a week for three weeks prior to the final adoption of these Ordinances, and a copy of the proposed amendment has been placed on file in the Office of the Clerk of the City of Doraville and in the Office of the Clerk of the Superior Court of DeKalb County, Georgia, all as required by law; and

WHEREAS, the required notice will have been published within the statutory period of 60 days immediately preceding the final adoption of these Ordinances amending the Charter; and

WHEREAS, the title of these Ordinances shall have been read and the Ordinances duly adopted at two consecutive City Council meetings not less than seven (7) nor more than 60 days apart as required by Georgia law.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DORAVILLE, GEORGIA HEREBY ORDAIN, in accordance with O.C.G.A. §36-35-3, as follows:

Section 1

That the Charter of the City of Doraville, Georgia shall be amended in accordance with the above so that upon proper passage, Section 2.02 of the City Charter, "City Council" shall be revised to read as follows:

Sec. 2-02. City Council

Be it further enacted, that the governing body of said City shall ~~remain composed of a Mayor and four (4) councilmen until the two (2) newly elected councilmen take office in May, 1972, at which time the City Council of the City of Doraville shall thereupon consist of six (6) councilmen and a Mayor and shall so remain, as hereinafter provided.~~

In the City Council shall be vested all corporate, legislative, and other powers of the City, except as otherwise provided in this act. The council shall hold regular public

meetings at a stated time and place as provided by ordinance. The council shall meet in special session on call of the Mayor or on call of the Mayor pro-tem and two (2) councilmen and noticed at least twenty-four (24) hours in advance of the meeting pursuant to the requirements of the Georgia Open Meetings Act. ~~of which has been served on the other members personally or left at their residence at least twenty four (24) hours in advance of the meeting. Notice of any special meeting may be waived in writing. Such notice of a special meeting shall not be required if the Mayor and all councilmen are present when the special meeting is called, and notice of a special meeting shall be considered waived if the Mayor and all councilmen are present when the special meeting is convened.~~ Only the business stated in the call may be transacted at a special called meeting, ~~except by unanimous consent of all members of the council. With such consent, any business which may be conducted in a regular meeting may be conducted in the special meeting.~~ The council shall exercise its powers in public meetings. A majority of the council shall constitute a quorum; the Mayor shall be included for the purposes of establishing a quorum. The council may, by ordinance, adopt rules and bylaws to govern the conduct of its business, including procedures for compelling the attendance of absent members. The council may provide by ordinance for punishment for contemptuous behavior conducted in the presence of the council.

Section 2

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.03 of the City Charter, “Mayor as Presiding Officer,” subsection (a), shall be revised to read as follows:

Section 2.03. Mayor as Presiding Officer

~~*Be it further enacted, that the Mayor shall preside at meetings of the Council; shall have a vote only in the case of a tie vote by Councilmembers, but shall not have veto power; shall be the ceremonial head of the City; shall sign ordinances and resolutions on their final passage; may obtain short term loans in the name of the City when authorized by the Council to do so; shall sign deeds, bonds, and contracts when authorized by the Council to do so; and shall perform such other duties imposed by this Charter and duly adopted ordinances.*~~

(a) Be it further enacted, that the Mayor shall:

- (1) Preside at meetings of the Council and set the Agenda therefor after receiving input from members of the City Council, the City Manager and the public;*
- (2) Have a vote only in the case of a tie vote by Councilmembers, but shall not have veto power;*
- (3) Shall be the ceremonial head of the City; shall sign ordinances and resolutions on their final passage;*
- (4) May obtain short-term loans in the name of the City when authorized by the Council to do so;*
- (5) Shall sign deeds, bonds, orders, checks, warrants and contracts and other obligations of the City when authorized by the Council to do so;*

(6) Make all appointments of Officers as provided by this Charter, subject to confirmation by the City Council;

(7) Serve in a part-time capacity and be compensated accordingly; and

(8) Shall perform such other duties imposed by state or federal law, this Charter and duly adopted ordinances not in conflict with this Charter.

(b)(1) For the four-year term of office beginning January 1, 2012, the office of Mayor shall be a full-time position ~~for the first two years of such term of office until December 312:01 a.m. on July 1, 2013.~~ From ~~January~~12:01 a.m. on July 1, 2013~~4~~, through the end of such term of office, the office of Mayor shall be a part-time position. Thereafter, the office of Mayor shall be a part-time position.

(2) The qualifying fee for the term of office of Mayor beginning January 1, 2012, shall be paid pursuant to Code Section 21-2-131 of the O.C.G.A. for a full-time position. The qualifying fee for the term of office of Mayor beginning January 1, 2016, shall be calculated on the basis of a part-time position in accordance with Code Section 21-2-131 of the O.C.G.A.

Section 3

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.04 of the City Charter, "Mayor Pro Tem," shall be revised to read as follows:

Section 2.04. Mayor Pro Tem

Be it further enacted, that the council ~~at the first regular meeting in May, 1972, and after the newly elected councilmen have taken office following each regular election~~

~~thereafter~~, shall elect from its membership a Mayor pro-tem for a term of one (1) year by the end of January of each calendar year. Upon the council's failure to elect a Mayor pro-tem by the end of January, at its first regular meeting in May of each year, the incumbent councilman not up for election at the previous election who received the highest number of votes, when last elected, shall be declared the Mayor pro-tem. The Mayor pro-tem shall perform the duties of the Mayor during his or her absence from the City or his disability.

Section 4

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.07 of the City Charter, "Compensation and Expenses," shall be revised to read as follows:

Sec. 2.07. Compensation and Expenses.

Be it further enacted that, subject to Georgia Law, the Mayor shall receive a salary ~~of \$70,000.00 per year~~ as fixed by Ordinance of the City Council after a public hearing. The Mayor, when authorized by the Council and upon the presentation of itemized vouchers shall receive his or her actual and necessary expenses incurred in the performance of his or her duties of office, such expenses to be capped by Ordinance. Be it further enacted that the Mayor Pro Tem and each other member of the City Council shall receive a salary ~~of \$700.00 per month, beginning October 1, 2011~~ as fixed by Ordinance of the Mayor and City Council after a public hearing. Each Councilmember, when authorized by the Council and upon the presentation of itemized vouchers, shall receive their actual and necessary expenses incurred in the performance of their duties of office, such expenses to be capped by Ordinance.

Section 5

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.07A of the City Charter, "City Manager," shall be revised to read as follows:

Sec. 2.07A. City Manager.

(a) *The City shall be authorized to employ a City Manager whose compensation shall be established by the Council ~~and whose duties and responsibilities shall be prescribed by the Council~~ either by Resolution or adoption of a duly negotiated Employment Agreement. The manager shall be appointed solely on the basis of his or her executive and administrative qualifications. The City Manager shall be generally in charge of the day-to-day operations and be the Chief Executive Officer of the City, responsible to the City Council for the administration of all city affairs placed in the manager's charge by or under this Charter or state law. Specifically, the duties of the City Manager shall be as follows:*

(1) Appoint and, when necessary for the good of the City, suspend or remove all officers and employees of the City subject to this Charter and applicable personnel policies and procedures, which the Mayor and Council had been heretofore empowered to appoint and discharge, except the City Attorney and municipal judges, who shall be appointed and removed by the Mayor and Council. The City Manager may authorize any administrative officer who is subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency:

- (2) With the consent of the Mayor and City Council, the City Manager may serve as the head of one or more departments, offices, or agencies or may appoint an administrative officer as the head of two or more of them or may combine the functions of any offices specified in this Charter which may be appointed by the City Manager.
- (3) Direct and supervise the administration of all departments, offices, and agencies of the City except as otherwise provided by law or this charter;
- (4) Attend all City Council meetings. The City Manager shall have the right to take part in discussion but shall not have the right to vote. The City Manager shall be entitled to notice of all special called meetings;
- (5) See that all laws, provisions of this Charter, and acts of the City Council subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision are faithfully executed;
- (6) Prepare and submit the annual operating budget and the capital budget to the City Council;
- (7) Submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- (8) Make such reports as the City Council may require concerning the operations of city departments, offices, and agencies subject to the manager's direction and supervision;
- (9) Keep the City Council fully advised as to the financial condition and future needs of the City;

- (10) Make and execute all lawful contracts on behalf of the City as to matters within the City Manager's level of authorization as established by the City Council to the extent that such contracts are funded in the City's budget, except as may otherwise be provided by law; provided that no contract purchase or obligation requiring a budget amendment shall be valid and binding until after approval of the City Council;
- (11) Sign all orders, checks, and warrants for payment of money within the City Manager's level of authorization as established by the City Council to the extent that such are funded in the City's budget, except such as may be otherwise provided by law; provided, however, that no such order, check or warrant requiring a budget amendment shall be valid and binding until after approval of the City Council;
- (12) Make recommendations to the City Council concerning the affairs of the City;
- (13) The City Manager, with the approval of the City Council, may consolidate any positions under the direction and management of the City Manager or may assign the functions of any one or more of such positions to the holder or holders of any other positions. The City Manager may also, with the approval of the City Council, perform all or any part of the functions of any of said positions or offices in lieu of the appointment of other persons to perform the same; and

- (14) Perform such other duties that are specified by state law or this Charter or required by the City Council.
- (b) The Council shall require the City Manager, before entering upon discharge of his duties, to give good and sufficient bond in an amount to be decided by the Council but not less than twenty-five thousand dollars (\$25,000.00), said bond payable to the City of Doraville for the faithful performance of his duties and to secure against corruption, malfeasance, misappropriations or unlawful expenditures. Said surety bond shall be obtained from a surety company licensed to do business in the State of Georgia and approved by the Council, and the premium thereon shall be paid by the City.
- (c) No member of the City Council shall be appointed City Manager during the term of office for which he or she is elected or for a period of two (2) years thereafter.
- (d) By a letter filed with the City Clerk, the City Manager shall designate, subject to approval of the City Council, a qualified city officer or employee to exercise the powers and perform the duties of City Manager during the manager's temporary absence or disability. The City Council may revoke such designation at any time and appoint another officer of the City to serve until the City Manager returns.
- (e) Except for the purposes of inquiries and investigations as authorized by a majority vote of the Council, the Mayor, the City Council, and members of the City Council shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the manager; and neither the Mayor, the City Council, nor individual members of the City Council shall give orders to any such city officer or employee, either publicly or privately.

All employees and officers shall be permitted to provide information to any member of the City Council or member of the public upon request.

(f) The City Manager shall not be eligible for election as a member of the City Council of Doraville for a period of two (2) years after termination of service as City Manager.

(g) The City Council may remove the manager from office in accordance with the following procedures:

(1) The City Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the manager;

(2) Within five (5) days after a copy of the resolution is delivered to the manager, the manager may file with the City Council a written request for hearing by the City Council. This hearing shall be held within thirty (30) days after the request is filed. The manager may file with the Council a written reply not later than five (5) days before the hearing; and,

(3) If the manager has not requested a hearing within the time specified in paragraph (2) of this subsection, the City Council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If the manager has requested a hearing, the City Council may adopt a final resolution for removal after said hearing, which may be made effective immediately, by

an affirmative vote of no less than four (4) Councilmembers.

(4) The manager shall continue to receive his or her salary until the effective date of a final resolution of removal.

Section 6

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.08 of the City Charter, "City Clerk," shall be revised to read as follows:

Sec. 2.08. City Clerk.

Be it further enacted, that the ~~Council~~City Manager shall appoint a City Clerk, subject to confirmation of the Mayor and City Council. ~~who shall be ex-officio treasurer.~~ The City Clerk shall be responsible for keeping and preserving the City seal and all records of the Council; shall be responsible for ~~keeping~~maintaining a journal of proceedings at Council Meetings, and the proceedings at meetings of other City boards, agencies, or commissions, including the names of members present and absent, the vote of each member on each question and each motion considered, and the text of each Resolution or Ordinance considered; preparing and certifying the copies of official records in his or her office, for which fees may be prescribed by ordinance; and performing such other duties as may be required by the City Manager~~Council or Mayor.~~

The Council shall require the clerk, before entering upon discharge of his duties, to give good and sufficient bond in an amount to be decided by the council but not less than twenty-five thousand dollars (\$25,000.00), said bond payable to the City of Doraville for the faithful performance of his or her duties and to secure against corruption, malfeasance, misappropriations or unlawful expenditures. Said surety bond shall be

obtained from a surety company licensed to do business in the State of Georgia and approved by the council, and the premium thereon shall be paid by the City.

Section 7

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.11 of the City Charter, “Organization,” shall be revised to read as follows:

Sec. 2.11. Organization.

Be it further enacted, that the City government shall continue as presently organized unless and until otherwise provided by ordinance or this charter. The council by such ordinance, and upon recommendation of the City Manager, may establish, abolish, merge or consolidate offices, positions of employment, departments and agencies of the City; may provide that the same person shall fill a number of offices and positions of employment; may transfer or change the functions and duties of offices, positions of employment, departments and agencies of the City; and may prescribe the duties and compensations of any office or position of employment.

Section 8

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.12 of the City Charter, currently titled “Supervision of Employees,” shall be retitled “General Powers and Authority of the City Council,” and be revised to read as follows:

Sec. 2.12. General Powers and Authority of the City Council.

~~*Be it further enacted, that the Council shall have authority as the governing body of the City to generally supervise and hire or fire any employee of the City, and may delegate*~~

~~all or part of such authority to responsible City management personnel. The Council may, by Ordinance or Resolution, create policies for any grievance procedure resulting from any employment practices, including employee termination.~~

(a) The Mayor, the City Council, and members of the City Council shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the manager; and neither the Mayor, the City Council, nor individual members of the City Council shall give orders to any such city officer or employee, either publicly or privately.

(b) In addition to all other powers conferred upon it by law, the City Council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this Charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Doraville and may enforce such ordinances by imposing penalties for violation thereof.

Section 9

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Sections 2.13, 2.13A and 2.13B of the City Charter shall be deleted in their entirety and replaced by a new Section 2.13, titled “Finance Director; Additional Duties of the City Manager,” to read as follows:

Sec. 2.13. Finance Director

- (a) *The City Manager may appoint a Finance Director subject to confirmation by the City Council who shall be the Tax Collector and City Accountant to collect all taxes, licenses, fees, and other moneys belonging to the City subject to the provisions of this Charter and the ordinances of the City; and the Finance Director shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale, or foreclosure of taxes by municipalities. The Finance Director, if necessary for support and administration, may designate the Office of the City Clerk to collect certain taxes, licenses and fees pursuant to policies and procedures defined by the Finance Director.*
- (b) *The Council shall require the Finance Director, if one is appointed, before entering upon discharge of his or her duties, to give good and sufficient bond in an amount to be decided by the Council but not less than twenty-five thousand dollars (\$25,000.00), said bond payable to the City of Doraville for the faithful performance of his or her duties and to secure against corruption, malfeasance, misappropriations or unlawful expenditures. Said surety bond shall be obtained from a surety company licensed to do business in the State of Georgia and approved by the Council, and the premium thereon shall be paid by the City.*

Section 10

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.14 of the City Charter, "City Attorney," shall be revised to read as follows:

Sec. 2.14. City Attorney

Be it further enacted that the Council shall appoint a City Attorney, together with such assistant City Attorneys as may be authorized by Ordinance, and shall provide for the payment of such attorney or attorneys for the services rendered to the City. The City Attorney shall be responsible for representing and defending the City in all litigation in which the City is a part; ~~may be the prosecuting officer in the Municipal Court;~~ shall attend the meetings of the Council as directed; shall advise the Council, Mayor and other officers and employees of the City concerning legal aspects of the City's affairs; and shall give official opinions involving applicable ordinances and laws affecting the City when requested by the Council, or by the Mayor.

Section 12

That the Charter of the City of Doraville, Georgia shall be further amended in accordance with the above so that upon proper passage, Section 2.15 of the City Charter, "Oath of Office," shall be revised to read as follows:

Sec. 2.15. Oath of Office.

Be it further enacted, that before a person takes office in the City government, he shall take before the Mayor or an officer of the state authorized to administer oaths, as required by Georgia Law. ~~the following such oath or affirmation:~~

~~"I solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Doraville, and I will faithfully discharge the duties of _____ . So help me God."~~

~~Said oaths, with the officer's jurat attached, shall be written or printed, and when executed, filed with the City Clerk.~~

Section 13

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 14

That the changes to the City Charter as enacted in this Ordinance shall be codified in accordance with state law and the Code of the City of Doraville, Georgia.

Section 15

This Ordinance and these changes to the Doraville City Charter shall take effect on July 1, 2013.

ORDINANCE 2013-____ IS SO ORDAINED, this 19th day of February, 2013.

CITY OF DORAVILLE, GEORGIA

Mayor

ATTEST:

_____(SEAL)
Sandra Bryant, Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr., City Attorney

	Yea	Nay
Maria Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Brian Bates	<input type="checkbox"/>	<input type="checkbox"/>
Pam Fleming	<input type="checkbox"/>	<input type="checkbox"/>
Karen Pachuta	<input type="checkbox"/>	<input type="checkbox"/>
Trudy Jones Dean	<input type="checkbox"/>	<input type="checkbox"/>
Robert Patrick	<input type="checkbox"/>	<input type="checkbox"/>

ORDINANCE 2013-__ IS SO ORDAINED, this __ day of _____, 2013.

CITY OF DORAVILLE, GEORGIA

Mayor

ATTEST:

_____(SEAL)
Sandra Bryant, Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr., City Attorney

	Yea	Nay
Maria Alexander	<input type="checkbox"/>	<input type="checkbox"/>
Brian Bates	<input type="checkbox"/>	<input type="checkbox"/>
Pam Fleming	<input type="checkbox"/>	<input type="checkbox"/>
Karen Pachuta	<input type="checkbox"/>	<input type="checkbox"/>
Trudy Jones Dean	<input type="checkbox"/>	<input type="checkbox"/>
Robert Patrick	<input type="checkbox"/>	<input type="checkbox"/>



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Sanitation Responsibilities

Regular Meeting (x)

Date of Meeting: February 19, 2013

Work Session ()

Budget Impact: ___Y ___x N

Recommendation ()

Budget Impact Amount: \$___

Policy/Discussion ()

Report ()

Other ()

Funding Source:

() Annual

() Capital

() N/A

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: Unlimited discussion of the duties of the City of Doraville to our residents regarding Sanitation Services including but not limited to "Delivery of Resident Information" and "Services not provided by present contractor"..

History, Facts, Issues: The City of Doraville entered into a contract with Advanced Disposal for Sanitation Services which include Raw Waste(Kitchen), Recycling, Limited Yard Waste, and Bulk Items. A flyer was delivered by Advanced advising pick up dates and limited information regarding bulk items. Many residents did not receive this information and many were confused that the flyer did not come directly from the City.

Options: Don't Discuss or Clearly articulate are desires..

Recommended Action: Additional Items for Discussion:

1. Communication to residents
2. Duties of the Public Works Department
3. \$30 Fee for anything Advanced will not pick up
4. Schedule, Time, Cost of Public Works
5. Annexation Area Double pick up service
6. Senior/Disabled Side yard pick up
7. Complaint/Bulk Item Request Log
8. Other

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Pam Fleming

Documentation attached..

City of Doraville

Advanced Disposal will handle the removal of the Yard Waste, Recycling, Household Waste and Bulk Items:

- Household Waste/MSW:** Any waste produced within the home i.e. kitchen waste, restroom waste, food waste. This does not include any type of construction or remodeling waste or any hazardous wastes.
- Recycling:** Any type of recyclable material as listed on the Contract i.e. paper, cardboard, clean/rinsed kitchen plastic such as OJ containers.
- Yard Waste:** Containerized Yard Waste that is generated by the resident i.e. glass clippings, leaves, small twigs/branches
- Bulk:** Items that are larger than what fits in your residential waste container i.e. desk, chair, couch. This does not include any type of construction or remodeling waste or any hazardous wastes.

Advanced Disposal will provide 1 time per week service on Yard Waste. Yard Waste will be serviced every week on Monday for the entire City of Doraville. Please make sure that all of your yard waste is containerized. This can be a personally owned container that is marked yard waste or paper bags. Please do not place the yard waste in plastic bags.

Advanced Disposal will provide 1 **time per week service on both Household Waste/MSW and Recycling** to each resident. The flyers have been distributed to all residents have the day of service marked at the bottom of the flyer to indicate their service day. **The day that has been marked is the day that both the Household Waste and the Recycling will be serviced.** Please make sure that both the Household Waste and the Recycling are at the curb prior to 7 am on your service day to avoid being missed.

Bulk Waste constitutes larger items that do not fit in your Household Waste container. These items will be removed 1 x per week on Mondays. In order to have a Bulk pick up the resident needs to **call Advanced Disposal by Friday each week and the items will be serviced the following Monday.**

Citizens that have been set up as special back door service will continue to be provided with that service on the day that was indicated on their flyer.

Any questions regarding any service please feel free to call 770-381-6420.



Connect with us: AdvancedDisposal.com [Facebook](#) [YouTube](#)

CITY OF DORAVILLE TRASH, RECYCLE, YARD WASTE AND BULK SERVICE

MONDAY: Will be **YARDWASTE AND BULK PICK-UP**

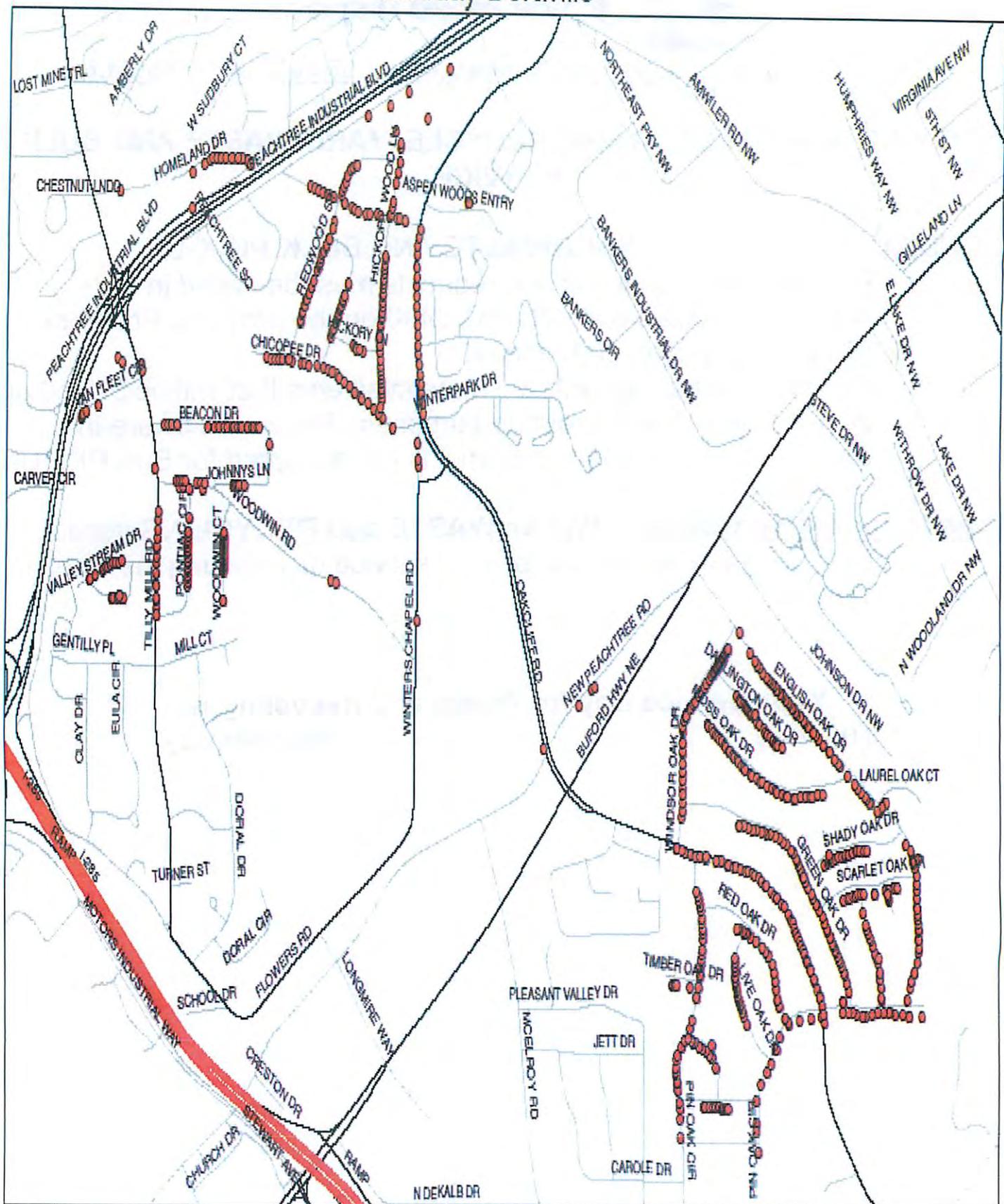
Please Note: Bulk service requests must be called in to Advanced Disposal at 770-381-6420 on the previous Friday by 4 PM to be serviced on Monday.

Please be prepared with the materials/items that will be picked up as it will be asked for routing purposes. Please be aware that Construction/Demolition material is not accepted for Bulk Pick Up.

Tuesday and Wednesday: Will be **WASTE and RECYCLING** service days. Please see below for your service day starting the week of 1/28/13.

Your Service Day for Waste and Recycling is:
Tuesday **Wednesday**

Tuesday-Doraville





THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Opportunity Zones

Date of Meeting: 2/19/13

Budget Impact: Y N

Budget Impact Amount: \$ n/a

Funding Source:

Annual
Capital
N/A

Regular Meeting
Work Session
Recommendation
Policy/Discussion
Report
Other

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested:

Request Council review the attached City Map marked with potential areas for inclusion within the the Opportunity Zone designation.

History, Facts, Issues:

The Opportunity Zone designation for the non-residential properties of our city would provide a valuable economic incentive to attract new business models and employers within our corporate boundaries. Council is familiar with the initial draft document presented in 2012 which identifies key areas of concern that indicate Doraville would qualify for the Opportunity Zone designation. Council is also familiar with the benefits potential employers would gain and the potential positive knock effects if the Opportunity Zone was expanded.

Options:

Review the attached map and determine which of the defined areas Council would like to include in economic incentives.

Recommended Action:

Expand the Opportunity Zone to all non-residential properties.

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Robert Patrick

Attachment/s: See attached Map and brief overview documentation describing Opportunity Zones.

Opportunity Zones

Georgia's Opportunity Zone Job Tax Credit Program offered through the Department of Community Affairs offers the highest and most user-friendly job tax credit in the state. To be eligible for the program, an "area" must be "adjacent to" or included within a census tract having greater than 15% poverty according to the 2000 Census (beginning in 2011, 2010 Census data will be applied), and have a Redevelopment Plan or Georgia Enterprise Zone in place by local action. If the area can show to the satisfaction of the DCA Commissioner that it is "blighted", "underdeveloped", or characterized by "slum" conditions (all of which have extremely broad definitions under Georgia law), then the Commissioner may designate the area as an Opportunity Zone. The designation lasts for ten years.

Designation carries dramatic tax advantages. First, the area becomes eligible for a substantial state job tax credit, **\$3500 per employee for 5 years starting the year of the hire**. Second, **any legal business is eligible**; there are no restrictions on the type of jobs created. Third, **only 2 or more jobs need to be created to be eligible**, (other programs require ten) and there is **no upper limit on eligible jobs**. Fourth, there is **no qualifying salary level**, all jobs at all wage levels are eligible. Fifth, and most significantly, if the company's state income tax liability is insufficient to absorb all of the credits, the balance may be taken by **retaining employee withholding taxes** that would otherwise be paid to the state. This allows the credit to be "cashed out" quickly and easily. The amounts retained by the company from employee withholding are exempt by law from Georgia income tax and may be subject to deferred federal income tax, so the company gets the full value of the credited dollars. And all of this costs the local government nothing; the credits are paid for by the state.

The features of the Opportunity Zone Job Tax Credit are summarized on the following page. Note that there are flow-through opportunities to pass the credit to partners, shareholders, etc.

Also a DCA document, based upon a company choosing to locate within DeKalb County, Georgia (a Tier Three county under Georgia's four-tier job tax credit system, with a \$1200 credit). The information lays out in plain financial terms the cash and cash-flow advantages of locating within an Opportunity Zone in the county rather than elsewhere in the county. It is based upon the minimum eligible number of jobs (two in an Opportunity Zone, ten outside), and an assumption that the regular income tax liability of the companies is the average of similarly-situated companies. It illustrates that just two jobs in an Opportunity Zone generates a far higher usable cash flow to the company than 10 jobs would in the same county, but outside the Opportunity Zone.

Opportunity Zones have been termed "Tier 1 on Steroids" because even in a Tier 1 county, which already has a \$3500 credit, the ability to obtain the credit for any job and to apply it to withholding taxes makes it a far more valuable commodity than a conventional tax credit. Simply put, many job tax credits are wasted because the company never generates enough income tax liability to cash them out before they expire at the end of their carry-forward period. Opportunity Zone credits have the tremendous advantage of withholding tax treatment, providing steady and predictable cash flows. Locating in an Opportunity Zone offers cash advantages to a company that cannot be matched anywhere else in the State of Georgia.

Georgia Tax Credit Program

Tier	Job Tax Credit \$	Jobs	Use of Credits	Carry Forward
1	\$3,500 - \$4,000*	5	100% of tax liability - excess to withholding tax up to \$3,500	10 years
2	\$2,500 - \$3,000*	10	100% of tax liability	10 years
3*	\$1,250 - \$1,750*	15	50% of tax liability	10 years
4	\$750 - \$1,250*	25	50% of tax liability	10 years
Military/ Opp. Zone	\$3,500	2	100% of tax liability - excess to withholding	10 years
Less Developed Census Tract	\$3,500	5	100% of tax liability - excess to withholding	10 years

**An additional \$500 tax credit bonus can be applied if the jurisdiction participates in a Joint Development Authority (JDA). The JDA bonus, however, cannot be applied in Military Zones, Opportunity Zones or Less Developed Census Tracts. *Counties and certain census tracts in the state are ranked and placed in economic tiers, considering the following factors: 1) highest unemployment rate; 2) lowest per capita income; 3) highest percentage of residents whose income are below the poverty level. DeKalb is classified as a Tier 3 county.*

Opportunity Zone Example

Job Creation = 2. A minimum of two jobs have to be created in order to claim the credit. Opportunity Zone businesses are not limited to a defined "Business Enterprise" as is the case in Tiers 1 and 2 (businesses "engaged in manufacturing, warehousing/ distribution, processing, telecommunications, broadcasting, tourism, and research and development and developmental industries").

Tax Credit = \$3,500 per job. May be claimed up to five years as long as the jobs are maintained. Credits can be claimed against 100% of the business's Georgia income tax liability with excess claimed against withholding.

	Jobs Created	Credit	Tax Liability	Withholding
Year 1	2	\$0		
Year 2	3	\$7,000	\$1,200	\$5,800
Year 3	3	\$10,500	\$1,000	\$9,500
Year 4	4	\$10,500	\$1,500	\$9,000
Year 5	4	\$14,000	\$1,700	\$12,300
Year 6	5	\$14,000	\$2,100	\$11,900
Year 7	5	\$10,500	\$2,050	\$8,450
Year 8	6	\$7,000	\$1,800	\$5,200
Year 9	6	\$7,000	\$1,750	\$5,250
Year 10	6	\$3,500	\$1,450	\$2,050
Year 11	7	\$3,500	\$1,600	\$1,900
Year 12	7	\$0	\$0	\$0
Totals		\$87,500	\$16,150	\$71,350



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Review and Revision of Sec 23-501 through 506

Date of Meeting: 3/4/13

Budget Impact: Y N

Budget Impact Amount: \$ n/a

Funding Source:

Annual

Capital

N/A

- Regular Meeting
- Work Session
- Recommendation
- Policy/Discussion
- Report
- Other

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested:

Council to direct staff to review and propose revisions to the nonconforming use ordinance within three months. There are sections of the code that may not be legal under current Georgia law. As this would be a change to the zoning ordinance any proposed changes would need to go through the Planning Commission for citizen review and input before Council adoption.

History, Facts, Issues:

Nonconforming uses have been a concern to the community for some time.

Options:

Vote to approve, deny or other

Recommended Action:

Vote to approve

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Robert Patrick

Attachment/s: Existing code with suggested starting points for review and revision

PART II - CODE OF ORDINANCES
Chapter 23 - ZONING
ARTICLE V. - NONCONFORMING USES

ARTICLE V. - NONCONFORMING USES

Within the zoning districts established by this chapter or amendments that may later be adopted there exist lots, structures and uses of structure and premises in combination which were lawful before this chapter was adopted or amended but which would be prohibited, regulated, or restricted under the terms of this chapter or future amendment. It is the intent of this chapter to permit these nonconformities to continue until they are removed, but not to encourage their survival. It is further the intent of this chapter that nonconformities shall not be enlarged upon, expanded or extended, nor be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Nonconforming uses are declared by this chapter to be incompatible with permitted uses in the districts involved. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of structure and premises in combination shall not be extended or enlarged after passage of this chapter.

To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption of this chapter. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, such as excavation or demolition or removal shall be deemed to be actual construction.

[Sec. 23-501. - Nonconforming lots of record.](#)

[Sec. 23-502. - Nonconforming uses of land \(or land with minor structures only\).](#)

[Sec. 23-503. - Nonconforming structures.](#)

[Sec. 23-504. - Nonconforming uses of structures or of structures and premises in combination.](#)

[Sec. 23-505. - Repairs and maintenance.](#)

[Sec. 23-506. - Amortization and discontinuance.](#)

Sec. 23-501. - Nonconforming lots of record.

In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory building may be erected on any single lot of record at the effective date of adoption or amendment of this chapter, notwithstanding limitations imposed by other provisions of this chapter. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district, provided that yard dimensions and requirements other than these applying to area or width, or both, of the lots shall conform to the regulations for the district in which such lot is located. Variance of yard requirements shall be obtained only through action of the City Council.

If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this chapter, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this chapter, and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this chapter, nor shall any division of any parcel be made which creates a lot with width or area below the

PART II - CODE OF ORDINANCES
Chapter 23 - ZONING
ARTICLE V. - NONCONFORMING USES

requirements stated in this chapter.

Sec. 23-502. - Nonconforming uses of land (or land with minor structures only).

Where at the time of passage of this chapter lawful use of land exists which would not be permitted by the regulations imposed by this chapter, and where such use involves no individual structure with a replacement cost exceeding one thousand dollars (\$1,000.00), the use may be continued so long as it remains otherwise lawful, provided:

- (1) No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this chapter.
- (2) No such nonconforming use shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by such use at the effective date of adoption or amendment of this chapter;
- (3) If any such nonconforming use of land ceases for any reason for a period of more than ninety (90) days, any subsequent use of such land shall conform to the regulations specified by this chapter for the district in which such land is located.
- (4) No additional structure not conforming to the requirements of this chapter shall be erected in connection with such nonconforming use of land.

Sec. 23-503. - Nonconforming structures.

Where a lawful structure exists at the effective date of adoption or amendment of this chapter that could not be built under the terms of this chapter due to restrictions on area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

- (1) No such nonconforming structure may be enlarged or altered in a way which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
- (2) Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to an extent of more than sixty (60) percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.
- (3) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

Sec. 23-504. - Nonconforming uses of structures or of structures and premises in combination.

If lawful use involving individual structures with a replacement cost of one thousand dollars (\$1,000.00) or more, or a structure and premises in combination, exists at the effective date of adoption or amendment of this chapter, the lawful use may be continued so long as it remains lawful subject to the following provisions:

- (1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located;
- (2) Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this chapter,

PART II - CODE OF ORDINANCES
Chapter 23 - ZONING
ARTICLE V. - NONCONFORMING USES

but no such use shall be extended to occupy any land outside such building;

Comment [rjp1]: ...not be extended throughout any part of the building nor beyond the existing square footage of the tenant space and...

~~(3) If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use provided that the City Council, either by general rule or by making findings in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the City Council may require appropriate conditions and safeguards in accord with the provisions of this chapter;~~

(4) Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district, and the nonconforming use may not thereafter be resumed;

(5) When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six (6) months (except when government action impedes access to the premises), the structure, or structure and premises in combination, shall not thereafter be used except in conformity with the regulations of the district in which it is located;

(6) Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction for the purpose of this subsection is defined as damage to an extent of more than sixty (60) percent of the replacement cost at time of destruction.

Comment [rjp2]: ...fifty (50)...

(7) Structures incurring damage of less than sixty (60) percent of fair market value ~~above the foundation~~ may be restored, reconstructed and used as before, provided that such restoration is commenced within six (6) calendar months from the date damages were incurred. If reconstruction is not commenced within six (6) months, the use of said land or structure shall thereafter conform to the provisions of this chapter. Fair market value shall be determined by reference to current statutory provisions pertaining to real estate assessment and the records of the county assessor.

Comment [rjp3]: ...fifty (50)...

Comment [rjp4]: ...three (3)...

Comment [rjp5]: ...three (3)...

Sec. 23-505. - Repairs and maintenance.

On any nonconforming structure or portion of a structure containing a nonconforming use, work may be done in any period of twelve (12) consecutive months on ordinary repairs, or on repair or replacement of nonbearing walls, fixtures, wiring, or plumbing, to an extent not exceeding ten (10) percent of the current replacement cost of the nonconforming portion of the structure as the case may be, provided that the cubic content existing when it became nonconforming shall not be increased.

If a nonconforming structure or portion of a structure containing a nonconforming use becomes physically unsafe or unlawful due to lack of repairs and maintenance, and is declared by any duly authorized official to be unlawful by reason of physical condition, it shall not thereafter be restored, repaired, or rebuilt except in conformity with the regulations of the district in which it is located.

Nothing in this chapter shall be deemed to prevent the strengthening or restoring to a safe condition of any vacant, nonconforming structure or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

~~**Sec. 23-506. - Amortization and discontinuance.**~~

~~There are found to be certain uses of land, buildings and structures which have an adverse effect on the carrying out of the land use plan and which can reasonably be discontinued after a reasonable time~~

PART II - CODE OF ORDINANCES
Chapter 23 - ZONING
ARTICLE V. - NONCONFORMING USES

~~irrespective of aforementioned rules as to nonconforming uses. The following uses shall be removed or made conforming within the specified amortization period. Said amortization period shall commence upon the effective date of this chapter.~~

~~(1) The amortization period for existing nonconformances begins on the date upon which each became nonconforming regardless of the date of adoption of this chapter.~~

~~(2) Nonconforming outdoor advertising signs and billboards shall conform within two (2) years.~~

~~(3) All provisions in business or industrial districts of this chapter setting forth specifications for the operation of a business or industry requiring fencing or opaque shielding shall be complied with within one (1) calendar year.~~

~~(4) Nonconforming open storage operations, such as truck parking, automobile wrecking or salvage material storage and similar uses shall be made conforming within two (2) calendar years.~~

~~(5) All other nonconforming structures shall be made conforming in accord with the following schedule:~~

~~Age of Building Calculated from Date of Initial Construction~~

(Years)	Discontinuance at End of (Years)
0-10	30
11-20	20
over 20	10



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Paperwork Reduction Act

Date of Meeting: 3/4/13

Budget Impact: Y N

Budget Impact Amount: \$ n/a

Funding Source:

- Annual
- Capital
- N/A

- Regular Meeting
- Work Session
- Recommendation
- Policy/Discussion
- Report
- Other

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested:

Request Council to direct the City Attorney's Office to draft an ordinance requiring all staff and applicants that present agenda items to any public board within the City of Doraville to submit electronic, preferably pdf, versions of their documents.

History, Facts, Issues:

Our current system of agenda preparation and administration involves too much staff time allocated to assembling physical stacks of paper. Additionally, once hard copy agenda items have been assembled, more time is spent scanning these documents into electronic versions for the website that are not always legible. Council would still retain the ability to have hardcopy agenda items, the public would have access to legible documents and, I believe, city staff would save time and reduce clutter.

Options:

Approve, deny or other

Recommended Action:

Approval

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Robert Patrick

Attachment/s:



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Employment Verification Policy for
Former Employees

Regular Meeting (X)
Work Session ()
Recommendation (X)
Policy/Discussion ()
Report ()
Other ()

Date of Meeting: March 4, 2013

Budget Impact: Y X N

Budget Impact Amount: \$ _____

Funding Source:

- () Annual
- () Capital
- () N/A

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: There is currently no policy in place to confirm employment of ex employees with the City of Doraville. As a former HR Head, I know this is an imperative part of the employment process, and it is necessary that the City of Doraville implement a policy of verifying at the very least employment dates and pay within ten (10) days of the request.

Department: Trudy Jones Dean/City Council

Administrative Comments:

Action Taken By Board: _____



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Communication between City Manager,
Council and Mayor regarding personnel
Personnel Issues

Regular Meeting (X)
Work Session ()
Recommendation (X)
Policy/Discussion ()
Report ()
Other ()

Date of Meeting: March 4, 2013

Budget Impact: Y X N

Budget Impact Amount: \$ _____

Funding Source:

- () Annual
- () Capital
- () N/A

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: Discussion and revision of the Ordinance under Chapter 2 Administration, Article III Mayor, Section 2-63 regarding personnel issues. The Ordinance currently states matters must be discussed within fifteen days of "incident" to be discussed. Often in personnel matters, discussion is warranted based on an accumulation of incidents.

Department: Trudy Jones Dean/City Council

Administrative Comments:

Action Taken By Board: _____

