



CITY COUNCIL

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

July 2, 2012 6:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CEREMONIAL PRESENTATIONS, CITY ANNOUNCEMENTS, SPECIAL GUESTS:

IV. ROLL CALL

V. APPROVAL OF MINUTES:

- June 18, 2012

VI. PUBLIC COMMENTS ON AGENDA ITEMS

VII. REPORTS: DEPARTMENTS

- a. Mayor
- b. City Attorney
- c. Stormwater
- d. Police
 - Quality of Life- Goals/Communication
- e. Courts
- f. Public Works
- g. Library
- h. Parks & Recreation
 - Karate Agreement
- i. City Hall
 - Transportation Investment Act 15% Draft Plan
- j. Planning & Zoning
- k. IT Department
 - Phone System
- l. Finance

VIII. PUBLIC HEARING

IX. OLD BUSINESS

- City Manager Search- Councilmember Maria Alexander
- Amend to Chapter 3 (Alcohol) to revise distance regulations and Definition of "Entertainment Facility"-City Attorney Cecil McLendon Jr.

X. **NEW BUSINESS**

- Discussion on Clarification of Wholesale/Retail Definition- Mayor Donna Pittman
- Ordinance to Revise Definition of Adequate Animal Shelter- Mayor Donna Pittman

XI. **REPORTS: COMMITTEES, COMMISSIONS, BOARDS AND APPOINTMENTS**

XII. **PUBLIC COMMENTS:**

XIII. **ADJOURNMENT:**



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: Priority of Efforts/QOL Goals

Date of Meeting: July 2, 2012

Budget Impact: Y X N

Budget Impact Amount: \$

Funding Source:

(x)Annual

()Capital

()N/A

Regular Meeting (x)

Work Session ()

Recommendation ()

Policy/Discussion ()

Report ()

Other ()

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Action Requested:

City Council Approval of Recommended Goals for QOL. Presented by Mr. Cooley and Chief King.

History, Facts, Issues:

Options: _____

Recommended Action: Approval of Recommended Goals for QOL

Department: Police Department Department Head: Chief King

Administrative Comments and Recommendation: _____

Action Taken By Board: _____



THE CITY OF DORAVILLE
AGENDA ITEM SHEET

Subject: Karate Agreement renewal

Date of Meeting: July 2, 2012

Budget Impact: Y X N

Budget Impact Amount: \$

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

Funding Source:

() Annual

() Capital

() N/A

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Action Requested:

Request to approve the renewal of the agreement for Karate classes held at the Fleming Arena.

History, Facts, Issues:

The Doraville Parks and Recreation Department has been offering this activity for the past year. His classes are going well and we are adding an additional class on Saturday mornings.

Options: _____

Recommended Action: Approval

Department: Parks and Recreation

Department Head: Rip Robertson

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

**CITY OF DORAVILLE RECREATION AND PARKS DEPARTMENT
INSTRUCTOR SERVICE CONTRACT**

PLEASE PRINT CLEARLY

THIS INSTRUCTOR SERVICE CONTRACT, hereinafter referred to as "Contract", made and entered into this _____ day of _____, 20__ by and between the City of Doraville, hereinafter referred to as "CODV" and Keith O'Neal, hereinafter referred to as "Instructor".

WITNESSETH:

WHEREAS, CODV is a Georgia municipal corporation, exercising the powers of government as well as performing administrative functions,

WHEREAS, the City has the power to contract, and,

WHEREAS, the Instructor desires to render services during the period hereafter set forth:

NOW, THEREFORE, in consideration of and for other good and valuable considerations, it is hereby agreed as follows:

1. The Instructor does hereby agree to personally render instruction/service in Karate at the Forest Fleming Arena Gymnasium and to abide by the terms of the contract listed herein below. The classes shall be conducted on Monday and Wednesdays evenings between the hours of 6:00 p.m. and 7:00 p.m., and Saturday mornings between the hours of 11:00 a.m. and 12:00 p.m. during the Term of this Agreement. The class times are subject to change with approval of the Doraville Recreation Department and additional classes may be added based on availability and participant interest.

2. **TERMS OF CONTRACT**

Price: The price for the classes shall be at \$50/month, paid on the first of each month.

I understand that I will be paid for my services as follows: The City shall collect the entire fee from the participants at the time of registration, which shall be done by the Recreation and Parks Department and Instructor will be paid 80% of the collected fees by the City not later than the 10th of each month. At least a minimum of five (5) students must be registered for the class each month.

3. The Instructor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a default of the Contract for cause, and may result in termination of the Contract as deemed necessary and proper by CODV in its sole discretion.
4. Instruction/services provided in this Contract will commence on the date of execution and end on December 31, 2012. This Agreement shall automatically renew at the end of the first term for additional terms of one (1) calendar year each unless either Party notifies the other of its intent to terminate the Agreement no less than thirty (30) days prior to the conclusion of any one-year term. The total term of this Agreement shall not be more than three (3) years. The Parties may renew this Agreement after the date of its termination for an additional term upon the Agreement of both parties, which shall be memorialized as an Addendum to this Agreement.
5. Instructor, volunteers and all staff affiliated with the program must successfully complete the City's criminal background check prior to instructing any class. Background checks are conducted annually and random background checks may be done at the discretion of the City. Contract instructors shall report any charges other than traffic citations to the City prior to returning to any Recreation and Parks Department work site.
6. This Contract may be declared void by CODV's Recreation and Parks Department due to lack of adequate registration. Adequate registration for classes will be determined on a per session basis. Maximum and minimum enrollment figures will be determined by the CODV's Recreation and Parks Department. Any variation from these figures will require written notice from the Department. The CODV Recreation and Parks Department will decide whether or not to hold the program with less than the minimum number of participants.
7. Program participation MINIMUM number is five (5) participants per session.
Program participation MAXIMUM number is unlimited.
8. City will provide program roster information to instructor prior to the first day of class. Instructor will maintain attendance records and immediately report student absences. Instructor shall provide class attendance records upon

request. Instructor will assist the City staff in contacting "no shows" to determine status of participation in any given program.

9. Instructor will not allow anyone who did not pay the fee and is not listed on the roll provided by the CODV Recreation and Parks Department the day that they begin class to participate in the activity.
10. Instructor is responsible for the proper disposal of all trash that may be left by themselves or their participants. Areas used must be left in the condition which they were found. **NOTE:** Any Instructor failing to clean-up debris or equipment as a result of their class will have **10% deducted** from their Instructor's fee.
11. CODV will not be liable for Instructor's special, indirect or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
12. I understand that CODV Recreation and Parks Department is not responsible for the deduction of my federal or state income taxes. I further recognize and understand that CODV Recreation and Parks Department and CODV are not responsible for any federal Insurance Contribution Act (FICA) taxes on any payment to me made by CODV.
13. I understand that payment received by me will be reported to the Internal Revenue Service (IRS). I further understand that if a payment of services rendered exceeds \$600.00 total, CODV will provide me with a 1099 tax form.
14. The Instructor hereby warrants and represents that at all times during the term of this Contract, he/she shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services.
15. The Instructor agrees that he/she shall have no Civil Service status, pension, or insurance benefits, or benefits or tenure of any kind as an officer or employee of CODV.
16. Instructor, for the purposes of this Contract, is and shall remain an independent Contractor; not an employee or agent of CODV.
17. Registration and fee collection will be conducted by CODV Recreation and Parks Department staff. Instructors will not collect money for the classes outside of this process.
18. The Instructor will not be allowed to purchase materials or supplies in the name of CODV Recreation and Parks Department.
19. The instructor will provide a list of necessary supplies for the program (i.e. participant shirts, art supplies, etc.).
A list of supplies that the City will provide includes the following:

 NONE

20. City does not guarantee storage for Instructor supplies or equipment unless City owns supplies or equipment. If instructor stores items at the City facility, the City is not responsible for items lost, stolen or damaged while being stored at the City facility.
21. Instructor is responsible for set up and removal of program supplies (i.e. tables, chairs, etc.) and allowing ample time for set up and clean up.
22. Instructor will begin class at the scheduled, advertised time.
23. Instructor will not leave class unsupervised without first notifying City staff. Instructor will remain at facility until all minors have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.
24. Instructors will assist as needed in preparing publicity for the program. All printed materials prepared by the Instructor intended for distribution to program participants or the general public must be approved by the City prior to distribution including, but not limited to all, flyers, brochures, advertisements for programs, even if paid solely by the Instructor. Instructor is prohibited from promoting programs not affiliated with the City while on City property.
25. Instructors will dress appropriately and wear attire suitable to conducting the activity. For some classes the instructor may be required to wear a CODV shirt to identify them while conducting the activity.

26. The Instructor may not enter into any contracts or otherwise bind CODV in any way and the Instructor shall not represent to any participant, third party, or other person that the Instructor has authority to do so.
27. Instructor must immediately notify CODV Recreation and Parks Department personnel when a class meets whenever a postponement or cancellation due to illness, accident, weather, etc., is necessary and aid the staff in notifying class participants. Substitute or subcontracted instruction/services shall not be permitted under this Contract except under the express written permission of CODV. In the event substitute or subcontracted instruction/services should be permitted the Instructor shall be responsible to find and pay all substitute instructors.
28. Contract instructors will not be allowed to use volunteers unless they are approved by the CODV Recreation and Parks Department.
29. The CODV Recreation and Parks Department will assume no liability for class participants while under instructor direction.
30. Instructor is responsible to immediately notify CODV Recreation and Parks Department staff of any accident or incident that occurs during a program. CODV Recreation and Parks Department staff will complete an accident/incident form with assistance from Instructor as deemed appropriate.
31. Instructors encountering emergency situations should immediately contact 911.
32. This Contract constitutes the entire agreement between CODV and Instructor and there are no further written or oral agreements with respect thereto. No variations or modifications of this Contract, and no waiver of its provisions, shall be valid and binding unless in writing and signed by CODV and the Instructor.
33. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Contract, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
34. Instructor agrees to indemnify CODV for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death caused by the negligence or willful misconduct of the other party, or its employees or subcontractors in connection with this Contract. Instructor shall maintain Liability Insurance in the amount not less than \$1,000,000, with said insurance naming the City as an additional insured, during the Term of this Agreement. Instructor shall submit a copy of said insurance certificate to the Doraville Recreation and Parks Department prior to starting any classes and shall show continued maintenance of said insurance at the request of the CODV Recreation and Parks Department.
35. This contract may be declared void by either party provided that thirty (30) days notice is given.

O.C.G.A. § 50-36-1(e)(2) Affidavit

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
June 20, 2012

Subject: Transportation Investment Act/ T-SPOLST 15 % Plan

Date of Meeting: July 2, 2012

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

Action Requested: Approve/ offer feedback on draft TIA 15% Projects Plan. The plan is attached.

Background:

Transportation Investment Act

The regional T-SPLOST (Transportation Special Purpose Local Option Sales Tax) referendum, which will be held July 31, 2012, was authorized by the Transportation Investment Act (TIA). The TIA or House Bill 277 was adopted by the General Assembly and signed into law into 2010. If passed by voters in the 10-county metro region, the measure would implement a region-wide one percent (or \$.01) sales tax for transportation projects.

Regional Transportation Investment Act Investment List (85%)

Over the course of ten years, 85 percent of the T-SPLOST money raised (estimated over \$6 billion) will fund projects on the TIA Investment List – this list of regionally significant projects was formulated by a committee of regional leaders and presented to the public in October 2011. On July 31st, the region's voters will have the opportunity to vote on whether an additional \$.01 sales tax should be dedicated to funding the list's projects one of which is a new road and bridge project connecting Buford Highway to Peachtree Industrial Boulevard via Shallowford and Peachtree Roads. The project was originally proposed in the 2010 Livable Centers Initiative as critical to establishing connectivity between the existing city and the GM site. If the referendum is approved, the City would receive \$25 billion to complete the project.

Local Discretionary Transportation Funding (15%)

The other element to the T-SPLOST is the remaining 15 percent of the money raised. Each county and city will receive a share of the remaining 15 percent over a 10-year period. Funding will be distributed based on a formula that factors in population and center lane paved miles. According to G-DOT estimates, Doraville's share will be \$189,620.00 each year or \$1,896,200.00 for all ten years (pre-annexation figures).

Respectfully,

S/ Luke Howe
Assistant to the Mayor



10 YEAR TRANSPORTATION IMPROVEMENT PLAN

(TIA 15% DISCRETIONARY)

DRAFT

JUNE 2012



Contents

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• ARC Local Discretionary Distributions (by jurisdictions)	

Transportation Investment Act

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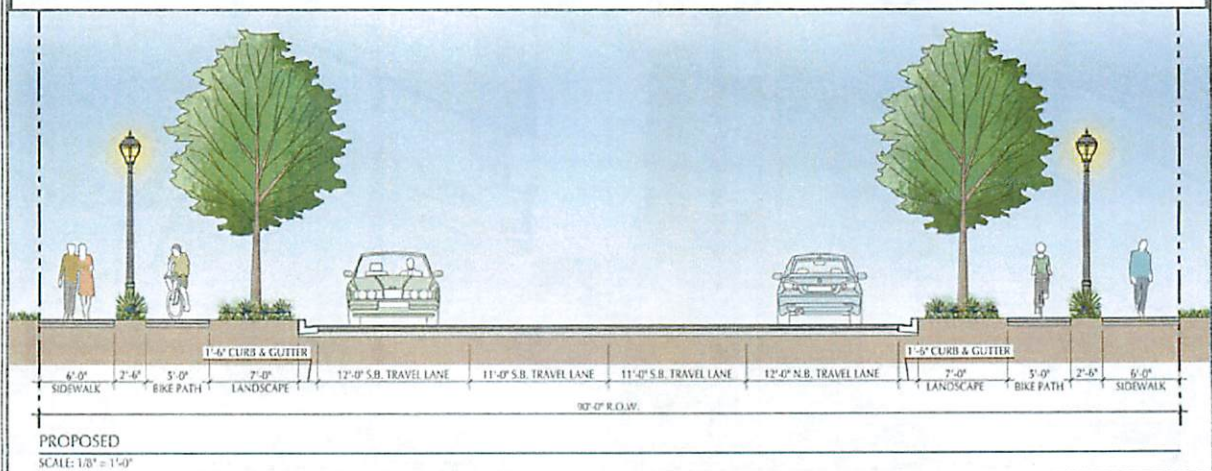
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Buford Highway-Peachtree Boulevard Connector

This project completes a regional link from Buford Highway (SR 13) to Peachtree Boulevard (SR 141). It begins at the Shallowford Road/ Buford Highway intersection, then follows Shallowford and a new roadway to Peachtree Road. From here it follows Peachtree Road to a new roadway connecting Clyde Drive, then follows Clyde Drive to North Peachtree Road, ending at the North Peachtree Road/ Peachtree Boulevard intersection.

The project includes intersection upgrades to Shallowford Road at Buford Highway and North Peachtree Road at Peachtree Boulevard, and roadway upgrades to Shallowford Road, Peachtree Road, Clyde Drive and North Peachtree Road. It also includes a bridge over the existing New Peachtree Road/ rail corridor, and connecting existing roads (such as Terrell Drive) to the new connector. The proposed connector includes four travel lanes, two cycle tracks, sidewalks, streetscapes, lighting and other pedestrian amenities.





Local Discretionary Transportation Funding (15%)

The other element to the T-SPLOST is the remaining 15 percent of the money raised. Each county and city will receive a share of the remaining 15 percent over a 10-year period. Funding will be distributed based on a formula that factors in population and center lane paved miles. According to G-DOT estimates, Doraville's share will be \$189,620.00 each year or \$1,896,200.00 for all ten years (pre-annexation figures). In anticipation of the July 31st referendum, G-DOT has required that counties and cities prepare 10-year plans, detailing the use of discretionary funding.

Ten Year T-SPLOST Plan

With the exception of the Tilly Mill Sidewalk Project, the "15 percent" plan places a priority on pedestrian/ bicycle improvement projects within downtown/ LCI corridor. All the priority projects have been indentified in both the 2005 and 2010 Livable Centers Initiative studies, and the City's annual T-SPLOST funds would be used as a matching source for LCI Implementation or G-DOT funding. The New Peachtree Road and Park Avenue Pedestrian Improvement Projects have been pre-qualified for LCI Implementation funding since the 2005 study.

New Peachtree Road/ Park Avenue Pedestrian Improvement Projects

In 2010, the City was awarded \$610,000.00 through the MARTA Offset program to design the New Peachtree and Park projects. In November 2011, the Atlanta Regional Commission (ARC) approved \$2.8 million in funding for the construction of the New Peachtree Road Project. The matching requirement is 20 percent or \$560,000.00. The DeKalb County Community Development Department is recommending the City for \$350,000.00 in 2012-13 Community Development Block Grant (CDBG) funds as a matching source. If approved by regional voters, the City's plan proposes using T-SPLOST funds to cover the remaining \$210,000.00. The New Peachtree Project would be constructed over the course of several years. The City has until December 2012 to confirm its commitment to the project. The Park Avenue Pedestrian Improvement Project is currently being considered for the "Last Mile Connectivity" funding program. If approved, the City would receive \$1.3 million (\$260,000 local match) to complete the project, which would begin in July 2015.

Tilly Mill Sidewalk Project

The Tilly Mill project are lies just outside the footprint of both LCI studies. While the project has not specifically been addressed in an adopted plan, the broader "Sidewalks to School" project was listed in the implementation section of the 2005 LCI. With a glaring need, the project calls for approximately 2,165 linear feet of sidewalk to be constructed on street's west side from Flowers Road to Mill Court. The estimated cost is \$600,000. Now that Hightower Elementary is a Safe Routes to School (SRTS) "Partner," the project can be offered for the next SRTS funding cycle.

Roadway Maintenance/ Resurfacing

The plan also charts resurfacing projects. Under the Local Maintenance and Improvements Grant (LMIG) program, G-DOT funds up to 90 percent of resurfacing and other roadway maintenance projects. In order to qualify for funding, a roadway surface must meet the G-DOT Pavement Condition Evaluation System's (PACES) rating of distressed. Indications of a distressed surface include pot-holes, cracking, raveling, etc. It is important to note that if the T-SPLOST referendum does not pass, the local matching requirement for the LMIG program will be raised from 10 to 30 percent.



Transportation Investment Act (T-SPLOST) 15% List
\$189,620.00 x 10 years = \$1,896,200.00
Priority Pedestrian/ Bicycle Projects Improvement Projects

Project Name	Total Cost	Local Cost	Annualized Local Cost (over 10 yrs.)	Funding Source (s)	Description	Plan	Status
New Peachtree Road Pedestrian Improvement Project	\$2,800,000.00	\$560,000.00	\$56,000.00	LCI Implementation/ CDBG/ T-SPLOST 15%	Improvements will include cycle track/ bike lanes, sidewalks/ crosswalks, streetscapes, other pedestrian amenities, resurfacing as well as four traffic signals at Park & Central avenues, the MARTA parking deck and Stewart Rd. The project's design phase has been completed and has been approved for LCI Implementation funding.	2005 & 2010 LCIs/ 2011-16 STWP	P.E. Completed/ LCI Funding Approved
Park Avenue Pedestrian Improvement Project	\$1,383,632.66	\$276,726.53	\$27,672.65	Last Mile Connectivity/ LCI Implementation/ T-SPLOST 15%	The Park Avenue Corridor Pedestrian Improvements Project will include sidewalks/ crosswalks, streetscapes, other pedestrian amenities, resurfacing, crossing and traffic signals upgrades at Buford Hwy. and New Peachtree Rd. The project has been pre-qualified for LCI Implementation funding.	2005 & 2010 LCIs/ 2011-16 STWP - P.E. Completed/ Funding Pending	P.E. Completed/ Last Mile Connectivity Funding Pending
Tilly Mill Sidewalk Project	\$600,000.00	\$600,000.00	\$60,000.00	GDOT-SRTS/ T-SPLOST 15%	Project will consist of constructing approximately 2,165 linear ft. of walkways and handicap ramps along the west side of Tilly Mill Rd. from the Flowers Rd. intersection to the Mill Ct. intersection.	2005 & 2010 LCIs/ 2011-16 STWP	Funding Proposal Completed/ Awaiting Funding
Category Totals	\$4,783,632.66	\$1,436,726.53	\$143,672.65				

Alternate Pedestrian-Bicycle Improvement Projects

Project Name	Total Cost	Local Cost	Annualized Local Cost (over 10 yrs.)	Funding Source (s)	Description	Plan	Status
Shallowford Road Pedestrian Improvement Project	\$3,480,000.00	\$696,000.00	\$69,600.00	LCI Implementation/CDBG/ T-E/ T-SPLOST 15%	Planned improvements include cycle track, sidewalks/ crosswalks, streetscapes, other pedestrian amenities, resurfacing, crossing and traffic signals at New Peachtree Rd.	2005 & 2010 LCIs/ 2011-16 STWP	Conceptual Planned Only

Peachtree Road Pedestrian Improvements Project	\$5,358,600	\$1,071,720.00	\$107,172.00	LCI Implementation/ CDBG/T-E/ T-SPLOST 15%	Improvements will include cycle track, sidewalks/ crosswalks, streetscapes, pedestrian lighting, other pedestrian amenities and resurfacing on Peachtree Road from Peachtree Blvd. to the proposed TIA (TIA-DK-057), SR 23 - SR 141 arterial & bridge project.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Buford Highway Pedestrian Improvements (from Park Ave. to I-285)	\$1,388,800	\$277,760.00	\$27,776.00	LCI Implementation/ TE/ T-SPLOST 15%	Improvements include sidewalk renovation & bicycle facilities to match the adjacent completed TE project.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Church Street Pedestrian Improvements (from Central Ave. to Stewart Rd.)	\$687,000.00	\$207,000.00	\$20,700.00	LCI Implementation/ CMAQ/ TE/ T-SPLOST 15%	Improvements include sidewalk, landscaping, pedestrian lighting and sharrow markings.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
King Avenue Pedestrian Improvements (from New Peachtree Rd. to Church St.)	\$206,100.00	\$62,100.00	\$6,210.00	LCI Implementation/ TE/CMAQ/ T-SPLOST 15%	Improvements include sidewalk, landscaping, pedestrian lighting and sharrow markings.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Jess Norman Way Pedestrian Improvements (from Buford Hwy. to Stewart Rd.)	\$627,000.00	\$187,000.00	\$18,700.00	LCI Implementation/ CDBG/ TE/ T-SPLOST 15%	Improvements include sidewalk, landscaping, lighting and a new signal at Buford Hwy.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Stewart Road Pedestrian Improvements (from Jess Norman Way to Stewart Ct.)	\$833,560.00	\$251,160.00	\$25,116.00	LCI Implementation/ CMAQ/ TE/ T-SPLOST 15%	Improvements include sidewalk, landscaping and pedestrian lighting.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Chestnut Drive Pedestrian Improvements (from Buford Hwy. to Pineland Ave.)	\$1,832,000.00	\$552,000.00	\$55,200.00	LCI Implementation/ CMAQ/ TE/ T-SPLOST 15%	Improvements include sidewalks, bike lanes/ path to proposed North Fork Peachtree Creek Trl.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only

North Peachtree Road Pedestrian Improvements (from Peachtree Blvd. to Peachtree Rd.)	\$2,839,600.00	\$855,600.00	\$85,560.00	LCI Implementation/ CMAQ/ TE/ T-SPLOST 15%	Improvements include sidewalk, landscaping, pedestrian lighting and sharrow markings.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Peachtree Boulevard Sidewalk Improvements Project	\$211,600	\$42,320.00	\$4,232.00	LCI Implementation/ TE/ T-SPLOST 15%	Project will fill missing sections of sidewalks along both sides of Peachtree Blvd., creating a continuous route for pedestrians from I-285 down to N. Peachtree Rd.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Northwoods-Buford Highway Pedestrian Access Improvements	\$61,000	\$12,200.00	\$1,220.00	LCI Implementation/ TE/ T-SPLOST 15%	Project will provide residents of Northwoods and surrounding area with a more direct access to Pinetree Plaza & the Buford Hwy. corridor.	2010 LCI/ 2011-16 STWP	Conceptual Planned Only
Bicycle Rack Installations	\$5,000.00	\$500.00	\$50.00	LCI Implementation/ T-SPLOST 15%	Installation at sites throughout the town center area. The estimated cost for a single rack is \$500.00 each. Note: Four (4) bicycle racks are included in the Park Avenue Pedestrian Improvement Project.	2010 LCI/ 2011-16 STWP	P.E. Completed (4)/ Conceptual Planned Only for (6)
Miscellaneous Sidewalk Projects	\$500,000.00	\$500,000.00	\$50,000.00	T-SPLOST 15%	For miscellaneous sidewalk construction and repairs	N/A	TBD
Category Totals	\$18,030,260.00	\$4,715,360.00	\$471,536.00				

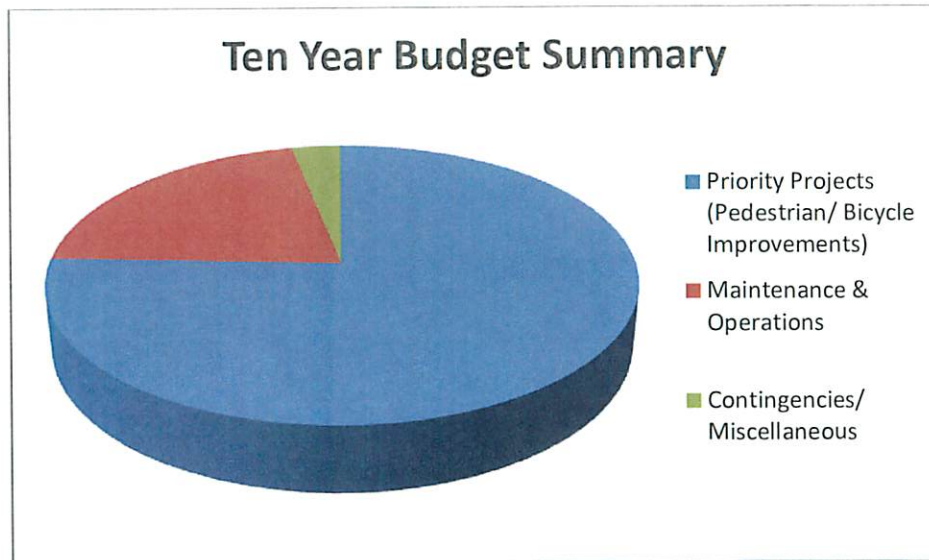
Vehicular/ Congestion Mitigation Projects (may be considered)							
Project Name	Total Cost	Local Cost	Annualized Local Cost	Funding Source (s)	Description	Plan	Status

New Peachtree/ Shallowford Roads Intersection Improvement Projects	\$2,352,000.00	\$470,400.00	\$47,040.00	LCI Implementation/ TE	Construction of a traffic circle at the New Peachtree Rd. / Shallowford Rd. intersection to provide continuous traffic flow, eliminating the existing, misaligned intersection.	2010 LCI/ 2011-16 STWP	Conceptual
Chestnut Drive/ Park Avenue Realignment	\$2,672,000	\$534,400.00	\$53,440.00	LCI Implementation/ TE	Through this realignment, the City would provide a pedestrian route from Northwoods neighborhood to MARTA station on New Peachtree Rd.	2010 LCI/ 2011-16 STWP	Conceptual
Central Avenue/ Buford Highway Intersection Improvements	\$3,480,000	\$696,000.00	\$69,600.00	LCI Implementation/ TE	Conversion of the Central Ave. / Buford Hwy. unsignalized intersection into right-turn-only would reduce congestion & improve safety by restricting vehicles from crossing southbound Buford Hwy. traffic. The project would be most effective when combined with the realignment of Chestnut with Park Ave., giving motorists a signalized alternative to the left turn at Central Ave.	2010 LCI/ 2011-16 STWP	Conceptual
Buford Highway/ I-285/ Motors Industrial Way Area Congestion Mitigation Project	\$1,116,000	\$223,200.00	\$22,320.00	LCI Implementation/ TE/ CMAQ	This project would add an isolated on-ramp from Buford Hwy. into I-285 to reduce traffic storage problems on Buford Hwy. during peak traffic hours. The existing on-ramp would need to be widened to incorporate this; it could be combined with the realignment of Clearview Ave. & the addition of another eastbound lane from Motors Industrial.	2010 LCI/ 2011-16 STWP	Conceptual
Motors Industrial Way Congestion Mitigation Project	\$560,000	\$112,000.00	\$11,200.00	LCI Implementation/ TE/ CMAQ	This project would widen and restripe the existing eastbound on-ramp and alter the signalization of the Motors Industrial Way/ Buford Hwy. intersection to provide two through lanes onto I-285 eastbound. This will reduce traffic storage on Motors Industrial during peak traffic hours.	2010 LCI/ 2011-16 STWP	Conceptual
Category Totals	\$10,180,000.00	\$2,036,000.00	\$203,600.00				

Maintenance & Operations Projects							
Project Name	Total Cost	Local Cost	Annualized Local Cost	Funding Source (s)	Description	Plan	Status
LMIG Roadway Resurfacing	\$4,000,000.00	\$400,000.00	\$40,000.00	GDOT (LMIG)/ City	This would resurface at least two miles of two-lane road annually for ten years. Estimates include patching, milling,	Comp Plan/ Annual	N/A

					leveling and striping. Note: As in the past, roadway surface conditions must meet G-DOT's PACES criteria in order to qualify for LMIG funds, which cover 90% of costs.	Assessment	
Category Totals	\$4,000,000.00	\$400,000.00	\$40,000.00				

Other Potential Projects							
Project Name	Total Cost	Local Cost	Annualized Local	Funding Source (s)	Description	Plan	Status
Mast Arm Installations	\$1,200,000.00	\$1,200,000.00	\$120,000.00	LCI Implementation/ TE/ T-SPLOST 15%	At \$100,000 each, up to twelve (12) mast arms could be installed at various intersections throughout the City. Note: Mast Arms are included within the scopes of all LCI Pedestrian Improvement Projects.	LCI/ Future Assessments	N/A
Pavement Markings	\$15,000.00	\$15,000.00	\$1,500.00	HOST/ T-SPLOST 15%	For various pavement marking projects throughout the City on collector streets such as stop bars, word markings, etc.	Future City Assessment	N/A
Category Totals	\$1,215,000.00	\$1,215,000.00	\$121,500.00				



Ten Year Budget Summary	
Priority Projects	\$1,436,726.53
Maintenance & Operations	\$400,000.00
Contingencies/ Miscellaneous	\$59,473.47
Total	\$1,896,200.00



Transportation Investment Act of 2010 Final Investment List Project Fact Sheet

Identification	TIA-DK-057	On Final Investment List? Yes	Location: Central Subregion								
Project Name	US 23 (Buford Hwy) / SR 141 (Peachtree Industrial Boulevard) Connector - New Alignment										
Project Type	<div>Roadway</div> <div> <input checked="" type="checkbox"/> Roadway Capital <input type="checkbox"/> Aviation </div> <div> <input type="checkbox"/> Asset Management <input checked="" type="checkbox"/> Bicycle / Pedestrian </div> <div> <input type="checkbox"/> Safety / Traffic Operations <input type="checkbox"/> Transit Capital </div> <div> <input type="checkbox"/> Freight / Logistics <input type="checkbox"/> Transit Operations / Maint. </div>										
PLAN 2040 Status	Not identified as a line item in PLAN 2040 <i>Related Project Numbers:</i> N/A										
Description, Purpose and Benefits	<p>The project completes a regional link from Buford Hwy. (SR 13) to Peachtree Blvd. (SR 141). It begins at the Shallowford Rd./ Buford Hwy. intersection, then follows Shallowford Rd. and a new roadway to Peachtree Rd. From here, it follows Peachtree Rd. to a new roadway connecting to Clyde Dr., then follows Clyde Dr. to the North Peachtree Rd./ Peachtree Blvd. intersection. The project includes intersection upgrades to Shallowford Rd. at Buford Hwy. and North Peachtree Rd. at Peachtree Blvd., and roadway upgrades to Shallowford & Peachtree roads, Clyde Dr. and North Peachtree Rd. It also includes a bridge over the existing New Peachtree Rd./ rail corridor, and connecting existing roads to the new connector. The proposed typical section includes four travel lanes, two cycle tracks, sidewalks, street trees, lighting & other pedestrian facilities. This new arterial and bridge would not only connect I-85 to Dunwoody, thus alleviating much of the gridlock on I-285; but, more importantly, it would establish crucial connectivity to the GM site from Doraville and Chamblee. This proposed connector also carries the additional advantage of remaining entirely outside the footprint of the GM redevelopment site. The redeveloped GM site has the potential of creating up to 20,000 jobs if the infrastructure is in place.</p>										
Funding Commitments <i>(all amounts shown in current year 2011 dollars)</i>	<table border="1"> <tr> <td>TIA Funds</td> <td>\$25,000,000</td> </tr> <tr> <td>Federal Funds</td> <td>\$0</td> </tr> <tr> <td>Local Funds*</td> <td>\$0</td> </tr> <tr> <td>Total Funding</td> <td>\$25,000,000</td> </tr> </table> <p>* Additional local funds used to deliver some projects within that jurisdiction may not be reflected in TIA documentation yet. These commitments will be formalized in detailed project concept documents or Intergovernmental Agreements to be developing beginning in 2012 between the state (GDOT or GRTA) and that local government.</p>			TIA Funds	\$25,000,000	Federal Funds	\$0	Local Funds*	\$0	Total Funding	\$25,000,000
TIA Funds	\$25,000,000										
Federal Funds	\$0										
Local Funds*	\$0										
Total Funding	\$25,000,000										
Implementation Band	Construction likely to occur in Band 2 (2016-2019)										

Local Distribution Amounts (15% Funds) Under the Transportation Investment Act for 2013
Atlanta Regional Commission Cities and Counties

Note that these figures are only for the first year of the tax, not totals for the ten-year period.

Jurisdiction	County	2013 Local Distribution (see note 1)
CITIES		
Alpharetta	Fulton	\$1,241,979
Atlanta	DeKalb/Fulton	\$9,213,905
Acworth	Cobb	\$472,829
Auburn (see note 2)	Gwinnett	\$1,055
Avondale Estates	DeKalb	\$79,635
Austell	Cobb/Douglas	\$516,876
Ball Ground	Cherokee	\$62,035
Berkeley Lake	Gwinnett	\$40,508
Braselton (see note 2)	Gwinnett	\$15,013
Brooks	Fayette	\$51,917
Buford (see note 2)	Gwinnett	\$477,382
Canton	Cherokee	\$404,999
Chamblee	DeKalb	\$187,828
Chattahoochee Hills	Fulton	\$265,921
Clarkston	DeKalb	\$91,909
College Park	Clayton/Fulton	\$355,410
Conyers	Rockdale	\$391,792
Dacula	Gwinnett	\$148,956
Decatur	DeKalb	\$360,880
Doralville	DeKalb	\$189,620
Douglasville	Douglas	\$756,543
Duluth	Gwinnett	\$493,390
Dunwoody	DeKalb	\$786,581
East Point	Fulton	\$871,827
Fairburn	Fulton	\$482,409
Fayetteville	Fayette	\$481,642
Forest Park	Clayton	\$404,305
Grayson	Gwinnett	\$75,603
Hampton	Henry	\$208,013
Hapeville	Fulton	\$171,619
Holly Springs	Cherokee	\$209,331
John's Creek	Fulton	\$1,471,910
Jonesboro	Clayton	\$138,462
Kennesaw	Cobb	\$579,030
Lake City	Clayton	\$94,373
Lawrenceville	Gwinnett	\$639,500
Lilburn	Gwinnett	\$287,685
Lithonia	DeKalb	\$58,642
Locust Grove	Henry	\$254,592
Loganville (see note 2)	Gwinnett	\$12,494
Love Joy	Clayton	\$62,097
Marietta	Cobb	\$1,063,737

Local Distribution Amounts (15% Funds) Under the Transportation Investment Act for 2013
Atlanta Regional Commission Cities and Counties

Note that these figures are only for the first year of the tax, not totals for the ten-year period.

Jurisdiction	County	2013 Local Distribution (see note 1)
CITIES (continued)		
McDonough	Henry	\$492,521
Milton	Fulton	\$942,564
Morrow	Clayton	\$160,755
Mountain Park	Cherokee/Fulton	\$35,883
Nelson (see note 2)	Cherokee	\$3,025
Norcross	Gwinnett	\$210,992
Palmetto (see note 2)	Fulton	\$234,470
Peachtree City	Fayette	\$1,001,169
Pine Lake	DeKalb	\$29,812
Powder Springs	Cobb	\$288,985
Rest Haven (see note 2)	Gwinnett	\$7,805
Riverdale	Clayton	\$289,703
Roswell	Fulton	\$1,948,715
Sandy Springs	Fulton	\$1,841,969
Smyrna	Cobb	\$821,452
Snellville	Gwinnett	\$425,230
Stockbridge	Henry	\$478,028
Stone Mountain	DeKalb	\$173,961
Sugar Hill	Gwinnett	\$388,470
Suwanee	Gwinnett	\$354,729
Tyrone	Fayette	\$285,282
Union City	Fulton	\$588,155
Villa Rica (see note 2)	Douglas	\$28,224
Waleska	Cherokee	\$12,493
Woodstock	Cherokee	\$326,696
Woolsey	Fayette	\$10,039

Subtotals for Cities **\$35,555,361**

Regional Totals **\$103,719,408**

Percent of Regional Totals **34.28%**

Note 1

Formula is based on each jurisdiction's percentage share of the regional total of GDOT's LARP formula, using the most recent available data related to population (2010 U.S. Census) and roadway center line miles (2011 GDOT). Each percentage is then applied against the state economist's projection of revenue expected to be available through the 15% distribution and is for 2013 only. Final distribution amounts will be based on annual collections and will vary from year to year.

Note 2

City which is located within multiple regional commissions. Data reflects only the portion of the city within the ten-county Atlanta region. Each city will receive additional funding based on the road mileage and population located in an adjacent region.

Local Distribution Amounts (15% Funds) Under the Transportation Investment Act for 2013
Atlanta Regional Commission Cities and Counties

Note that these figures are only for the first year of the tax, not totals for the ten-year period.

Jurisdiction	County	2013 Local Distribution (see note 1)
COUNTIES (unincorporated areas only; does not include city totals)		
Cherokee	Unincorporated	\$5,821,769
Clayton	Unincorporated	\$5,040,945
Cobb	Unincorporated	\$13,280,030
DeKalb	Unincorporated	\$12,104,694
Douglas	Unincorporated	\$3,603,386
Fayette	Unincorporated	\$2,534,236
Fulton	Unincorporated	\$2,915,070
Gwinnett	Unincorporated	\$14,263,653
Henry	Unincorporated	\$6,036,768
Rockdale	Unincorporated	\$2,563,496

Totals **\$68,164,047**

Regional Totals **\$103,719,408**

Percent of Regional Totals **65.72%**

Note 1

Formula is based on each jurisdiction's percentage share of the regional total of GDOT's LARP formula, using the most recent available data related to population (2010 U.S. Census) and roadway center line miles (2011 GDOT). Each percentage is then applied against the state economist's projection of revenue expected to be available through the 15% distribution and is for 2013 only. Final distribution amounts will be based on annual collections and will vary from year to year.

Note 2

City which is located within multiple regional commissions. Data reflects only the portion of the city within the ten-county Atlanta region. Each



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: VoIP Phone's

Date of Meeting: 7-2-12

Budget Impact: Y ☒ N ☐

Budget Impact Amount: \$-956.00

Funding Source:

Annual ☐
Capital ☐
N/A ☒

Regular Meeting	<input checked="" type="checkbox"/>
Work Session	<input type="checkbox"/>
Recommendation	<input type="checkbox"/>
Policy/Discussion	<input type="checkbox"/>
Report	<input type="checkbox"/>
Other	<input type="checkbox"/>

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested:

A Phone system that reduces cost and helps departments better serve the community

History, Facts, Issues:

The current phone system is over 20 years old and we are unable to upgrade the antiquated equipment.

Options:

Recommended Action:

Switching over to a new VoIP Phone system we will reduce cost by \$956.00 a month and serve the community faster from all of the City's Recourses.

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Chris Wragg

Attachment/s:



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: City Manager Search

Regular Meeting ☒
Work Session ☐

Date of Meeting: Monday, July 2, 2012

Budget Impact: ☒ Yes ☐ No

Policy/Discussion ☐
Report ☐
Other ☐

Budget Impact Amount: \$ 10,000 - \$ 25,000

Funding Source:

- ☐ Annual
☐ Capital
☒ One-time expenditure, budgeted under Council

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: We have received the responses to the RFP for the Executive Search provider. Discuss and submit top three for interview.

History, Facts, Issues: In November 2011, the voters of Doraville approved to change the current form of government to a City Manager form of government.

Options: _____

Recommended Action: Set interviews for top three firms

Department: Council

Department Head: Mayor

Administrative Comments and Recommendation: _____

Action Taken By Board: _____



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: **Amendment to Chapter 3 (Alcohol)**
To revise distance regulations and
Definition of "Entertainment Facility"

Regular Meeting (X)
Work Session ()

Date of Meeting: July 2, 2012

Recommendation (X)
Policy/Discussion ()
Report ()
Other ()

Budget Impact: ___Y___X___N

Budget Impact Amount: \$___N/A___

Funding Source:

() Annual
() Capital
() N/A

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Currently, the Alcohol Ordinance allows "Entertainment Facilities" to have permits for sales on the premises by the glass. The definition of "Entertainment Facilities," however, includes certain requirements for primary income as well as description of the types of activities permitted in said Facility that are not as clear as need be in light of different kinds of "entertainment" facilities can have. This Ordinance amends that definition to make it more internally consistent.

In addition, our distance requirements currently lack clarity. The ones presented in this Ordinance, though they keep the current distances the Code has, is organized to track State Law and, if not inopposite to State Law, DeKalb regulations as well, and provide for a mechanism of submittal for these permits that would allow the City to make a proper determination as to the proper distance requirements for each application. The following are the changes that have been made to the distance regulations:

- To the 100 yard distance requirement for wine/beer sales from schools, the same distance has been added as a requirements for "adult entertainment establishments." The same has been added to the 100 yard distance restriction for distilled spirits. This was taken directly from what DeKalb currently has as well as other surrounding cities.
- Added 100 yard distance restriction for all alcohol within 100 yards of an alcoholic treatment center owned or operated by State, County or Municipal government. This was taken directly from the provisions of state law.
- Added 100 yard restriction for all consumption on the premises alcoholic beverages within 100 yards of a Housing Authority Property. This was taken directly from the provisions of state law.

- **Per request, expanded the 1,500 foot residential distance requirement for all consumption on the premises businesses, not just nightclubs. This may be problematic as this would preclude many businesses on Buford Highway from having consumption on the premises businesses.**
- **Deleted all reference to differentiating distance requirements between residential and commercial zoning districts in order to have equal application of the ordinance to prevent any potential legal issues.**
- **Revised the way distances are measured from what is currently in the Code to what is taken directly from provisions of state law.**
- **Added provisions requiring all new businesses (ie. Non-renewals) to submit a survey to show them meeting with the distance requirements – this will simplify the City’s ability to make sure that the businesses comply with the distance requirements. This requirement is very much standard in many surrounding jurisdictions.**
- **Added provision stating that if a portion of said property on which the business is located is taken by eminent domain, the licensee may relocate to another portion of said property, even if it would not meet with distance requirements, and be treated as an existing non-conforming use for purposes of the distance regulations only.**
- **Added provision stating that if the original distance requirements of the business were met at the time the business legally opened, any subsequent opening of a church or school, residential rezoning, construction of private residence within the prohibited distance would not prevent the continuous existence of the present alcohol business so long as it was a continuous business for the preceding 12 months prior to filing of any new license on the premises.**
- **Added provision grandfathering any business that would otherwise be prohibited under the distance requirement if that business was lawfully present on the date of enactment of this Ordinance or in justifiable reliance on another method of measurement.**

Options: ____To adopt this Ordinance or keep the procedures as they are.

Recommended Action: __Adoption of this Ordinance to streamline and clarify the “entertainment facility” definition and distance regulations.

Department: Legal/Zoning

Department Head: Cecil G. McLendon, Jr.

Administrative Comments and Recommendation: _____

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2012-__

AN ORDINANCE TO REVISE CHAPTER 3 (“ALCOHOLIC BEVERAGES”) TO AMEND DEFINITION OF ENTERTAINMENT FACILITY; REVISE DISTANCE REGULATIONS; 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 protect the health, safety and welfare of the citizens of the City; and

WHEREAS, the City has previously adopted regulations in Chapter 3, “Alcoholic Beverages,” the currently provide for a definition of “Entertainment Facility” which includes certain requirements for primary income that do not take account of other food service requirements of the Ordinance; and

WHEREAS, the Mayor and City Council, in order to be internally consistent and clear on the regulations, wishes to amend said definition to fit the intent of the Ordinance; and

WHEREAS, the Mayor and City Council further wish to revise the distance regulations of the Alcohol Ordinance to clarify certain provisions as well as clarify measurement of said distances; and

WHEREAS, the health, safety, welfare and aesthetics of the citizens of the City of Doraville shall be improved and protected by adoption and implementation of this Ordinance.

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 3, Section 3-1 (“Definitions”) by revising the definition of “Entertainment Facility” to read as follows:

Sec. 3-1. Definitions.

... ..

Entertainment facility means an establishment with all booths and tables unobstructed and open to view and providing to its patrons recorded music, televised events or a band and/or other professional live entertainment performed on site for not less than one hundred (100) persons. All such entertainment facilities shall be equipped with air conditioning and shall maintain an adequate kitchen with a sufficient number of servants and employees for cooking, preparing and serving food and meals for their patrons. “Entertainment facility” shall not include facilities intended for patron dancing or performance of any kind, including, but not limited to, discotheques and nightclubs.

Section 2

That the Code of Ordinances for the City of Doraville, Georgia, is hereby further amended by revising Chapter 3, Section 3-20 (“Distances”) to read as follows:

Sec. 3-20. Distances.

- (a) No person knowingly and intentionally may dispense, sell or offer to sell:*
 - (1) Any wine or malt beverage within one hundred (100) yards of any school building, school grounds, college campus or educational facility, as defined in O.C.G.A. §3-3-21, or any adult entertainment establishment.*

- (2) *Any distilled spirits within one hundred (100) yards of any church building, chapel mortuary or other place used for religious services or any adult entertainment establishment, or within two hundred (200) yards of any school building, educational facility, school grounds or college campus as defined in O.C.G.A. §3-3-21.*
 - (3) *Any wine, malt beverages or distilled spirits within one hundred (100) yards of an alcoholic treatment center owned by operated by State, County or Municipal government.*
- (b) *No person shall knowingly and intentionally dispense, sell or offer to sell for consumption on the premises:*
 - (1) *Any alcoholic beverages within one hundred (100) yards of a Housing Authority Property as defined in O.C.G.A. §3-3-21, public library or public park.*
 - (2) *Any alcoholic beverages within two hundred (200) yards of a convict camp, penitentiary or other penal or correcting institution where prisoners are confined by the City, county or state.*
 - (3) *Within one thousand five hundred (1,500) of any residentially zoned property or private residence on non-residentially-zoned property.*
- (c) *All measurements to determine distances required by this Section shall be measured by the most direct route of travel on the ground in the following manner:*
 - (1) *In a straight line from the front door of the structure from which Alcoholic Beverages are sold or offered for sale;*

- (2) *To the front door of the building of a church, chapel mortuary or other place used for religious services, government owned treatment center private residence located on a non-residentially-zoned property; OR*
 - (3) *To the nearest property line of the real property being used for school or educational purposes, Housing authority property, public library, public park, convict camp, penitentiary or other penal corrective institution, or residential zoned property.*
- (d) *Every non-renewal license application shall include a scale drawing of the location of the proposed premises, showing the distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.*
- (e) *When an existing licensed location is interfered with by government action under the power of eminent domain, and not by a voluntary act of a licensee, the licensed use may relocate elsewhere on the property, and then new building site will be treated as an existing non-conforming use eligible for license renewal for the purposes of the distance requirements of this Section.*
- (f) *If the distance requirements of this section are met at the time a license is issued, the subsequent opening or operation of a church or school, rezoning of property to residential or construction of private residence within the prohibited distance shall not prevent the continuance of an existing license or the issuance of a new license to a subsequent owner of the establishment; provided, however, that as to any new license, the prior license must have been lawful and validly issued at the*

location at any time the 12 months immediately preceding the application for the new license.

- (g) *No license shall be revoked and no application for a license or renewal shall be denied by reason of the method of measurement set out in this Section, if such license or license application or renewal application is for premises for which a license was granted prior to the effective date of this Ordinance or in reliance on another method of measurement.*

Section 3

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 4

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

Section 5

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 _____, 2012.

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: **Definitions for "Retail" and "Wholesale"**

Date of Meeting: July 2, 2012

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

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

The City's Zoning Ordinance does not currently have clear descriptions of what constitutes a "retail" establishment versus a "wholesale" establishment. There needs to be a discussion of how to better clarify the difference in order to advance the knowledge of what types of businesses may be established in which zoning districts as a way to help business owners operate appropriately within the City's zoning regulations.

Options: ___To discuss various options for a text amendment to the Zoning Ordinance regarding "retail" and "wholesale" definitions.

Recommended Action: ___Move forward with text amendment.

Department: ___City Hall___

Department Head: ___Mayor Pittman___

Administrative Comments and Recommendation: _____

Action Taken By Board: _____



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: **Amendment to Chapter 4 (Animal Control)**
Definition of Adequate Shelter

Date of Meeting: July 2, 2012

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

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

The current "adequate shelter" definitions in the City's Animal Chapter discusses what type of shelter is necessary to protect dogs and other domestic animals from the elements. This amendment expands the definition slightly to comport with what's in the current DeKalb Code, which provides for additional requirements during very cold or very hot weather, including location of shelter and coverings for the shelter. This will help make sure of better protection for the animals during extreme temperatures.

Options: ___To adopt this Ordinance or keep the definition as is.

Recommended Action: ___Adoption of this Ordinance to include better protections for domestic animals.

Department: ___City Hall___

Department Head: ___Mayor Pittman___

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2012-__

AN ORDINANCE TO REVISE CHAPTER 4 (“ANIMALS”), SECTION 4-1 (“DEFINITIONS”) TO AMEND THE DEFINITION FOR ADEQUATE SHELTER; 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 is committed to promoting the health, safety and welfare of the residents of the City as well as to protect animals in the City; and

WHEREAS, the City’s current Animal Control Ordinance, codified in Chapter 4 of the City Code, has a definition for “adequate shelter” that is partially used to determine whether the animal is being kept in proper conditions and not abused by its owner(s); and

WHEREAS, the Mayor and City Council wish to revise said definition to add additional requirements specifically for the very cold and the very warm months of the year in order to make sure the animal is properly protected from all the elements.

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 4, 4-1 (“Definitions”) by revising the definition for “adequate shelter” to read as follows:

Adequate shelter means a protective covering for a domestic animal that provides adequate space and protection to maintain the animal in a state of good health. Adequate shelter shall consist of a completely enclosed structure with four (4) sides and a roof with

a door opening. To be adequate, the structure shall be clean, dry, and compatible with current weather conditions, age, size, species and condition of the animal. The structure shall be of sufficient size to allow the animal to stand, turn around, lie down and go in and out of the structure comfortably. To be adequate, some type of bedding must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside, temperature is below freezing. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of November through March. From April through October, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two (2) inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches or decks, and materials that do not provide sufficient protection to the animal from the elements.

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. This Ordinance shall become effective upon adoption.

SO ORDAINED, this ____ day of _____, 2012.

CITY OF DORAVILLE, GEORGIA

Mayor

First Reading

Second Reading

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"/>