



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

January 07, 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:

December 3, 2012
December 17, 2012

- 7) PUBLIC COMMENTS ON AGENDA ITEMS

- 8) REPORTS: DEPARTMENTS

- a) Mayor
 - Lift Hiring Freeze
- b) City Attorney
- c) Stormwater
- d) Police
 - Mutual Aid Agreement with DeKalb County School District
- e) Courts
- f) Public Works
- g) Library
- h) Parks & Recreation
- i) City Hall
 - Energy Excise Tax IGA
- j) Planning & Zoning
- k) IT Department
- l) Finance

- 9) PUBLIC HEARING

- 10) OLD BUSINESS

- a) Agenda Packets- Councilmember Trudy Jones Dean

11) NEW BUSINESS

- a) Legislative Charter Changes- Councilmember Pam Fleming
- b) Commercial Design Standards- Councilmember Robert Patrick
- c) Ordinance to Revise Agenda Item Submission Deadlines- City Attorney Cecil McLendon Jr

12) EXECUTIVE SESSION

13) REPORTS; COMMITTEES, COMMISSIONS, BOARDS AND APPOINTMENTS

14) PUBLIC COMMENTS

15) ADJOURNMENT



AGENDA ITEM REQUEST SHEET

Subject: Lift Hiring Freeze for Open Positions

Date of Meeting: January 7, 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/Mayor

Department Head: Mayor

Action Requested: Staff recommends lifting the hiring freeze for the Permit Clerk, Library Technician and Part-Time Library Assistant.

Background: The current Permit Clerk in Planning & Zoning has tendered her notice of resignation. To fill this position, the City intends to transfer a current employee from the Library to City Hall, to promote a current part-time library employee to a full-time employee and to hire a new part time employee.

One of the Library Technicians who formerly worked in City Hall has expressed a desire to move back to City Hall and be trained as the Permit Clerk. The Planning & Zoning Director supports this move. The Head Librarian concurs with this move and wishes to promote her current part time employee into the vacated Library Technician position at a lower salary than the previous employee made. The part time position will then be rehired.

Budget Analysis

Library	Old Budget	New Budget	Difference
Annual Salary	40,379.00	35,189.50	(5,189.50)
Social Security	2,503.50	2,181.75	(321.75)
Medicare	585.50	510.25	(75.25)
Total	43,468.00	37,881.50	(5,586.50)

Difference in Budget Required (5,586.50)

1. Moving the Library Technician to Planning & Zoning will require an increase in Salaries, Social Security and Medicare of \$3,164.16 in the Planning and Zoning Department. This cost will be absorbed by the Planning & Zoning Department Budget.
2. Library Technician will be promoted from part time at a rate of \$30,000 per year.
3. Difference in Personnel Services Expense for the Library will be a savings of about \$5,586 for the remainder of the year.
4. A new part time Library Technician will be hired to replace the one being promoted to full time. This position is already budgeted and the budget required will not change.

**MUTUAL AID AGREEMENT FOR EXTRATERRITORIAL ASSISTANCE
BETWEEN DEKALB COUNTY SCHOOL DISTRICT
AND CITY OF DORAVILLE**

This AGREEMENT, by and between the DEKALB COUNTY SCHOOL DISTRICT (hereinafter referred to as "DCSD") AND CITY OF DORAVILLE, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and City Council. Throughout this Agreement DCSD and Doraville may be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, DCSD and Doraville each maintain and staff a law enforcement department for the purpose of prevention or detection of violations of the law; and

WHEREAS, DCSD and Doraville have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render extra-territorial assistance for the prevention or detection of violations of the law, in the apprehension or arrest of any person who violates a criminal law of the State of Georgia, in any criminal case, or in a local emergency. A "Local Emergency" is defined by O.C.G.A. § 36-69-2 as:

The existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of a school within the DCSD caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat (hereinafter referred to as "Local Emergency").

WHEREAS, each police municipality has agreed to participate in Community School Policing and to visit schools in the patrol area and team with DCSD School Resource Officers to become familiar with staff and students in area schools. When possible, attend school events, such as the following: community meetings, PTA/PTO meetings, and other school functions that are held in patrolled area schools.

WHEREAS, each police municipality has agreed, in time of a school crisis of major disruption, to provide assistance to the school or if available, substitute for an area School Resource Officer to assist with the transporting of students for detention/lock-up when School Resource Officers are overwhelmed with requests, to share vital information to assist with investigating criminal cases, and to share common or special training with DCSD Public Safety.

WHEREAS, it is the desire of the Parties represented by the signatories hereto to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. § 36-69-1, et seq., adopted pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. MUTUAL AID.

- (a) The generally available level of mutual aid under this Agreement shall be as agreed upon by DCSD's Chief of Police and Doraville's Chief of Police. The Party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of an emergency based on the available personnel and equipment and the local conditions at the time of the Local Emergency.
- (b) Aid actually furnished may be recalled at the discretion of the Police Chief or designee of the furnishing jurisdiction.
- (c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Police Chiefs of each jurisdiction.

2. SUPERVISION.

- (a) The Parties shall create an agreed upon Incident Command System ("ICS"), which shall direct the handling of all incidents. The furnishing and receiving jurisdictions shall each designate and dispatch a Chief Officer. That Chief Officer shall coordinate the resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.
- (b) When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction that the furnishing jurisdiction's officer shall coordinate and give general directions as to the work to be done. The Chief Officer of the furnishing jurisdiction will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.
- (c) Personnel from the furnishing jurisdiction will work under their own supervisors and with their own equipment except as provided in Paragraph 2 (a) above.
- (d) The appropriate officers of the receiving jurisdiction will give direction regarding work to the Chief Officer of the furnishing jurisdiction except as provided in Paragraph 2 (a) above.

3. LIABILITY.

- (a) There shall be no liability imposed on any Party or its personnel for failure to respond to assistance and emergency calls pursuant to this Agreement, as reflected in O.C.G.A. § 36-69-8 (a).
- (b) Nothing in this Agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the senior officer from the responding agency, as reflected in O.C.G.A. § 36-69-8 (b).
- (c) No employee of a Party shall be deemed to be an employee or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to respond to an emergency within the other jurisdiction. The Police Chief furnishing aid shall have the sole discretion to determine if such aid shall be furnished to the other jurisdiction.
- (f) Neither Party will be liable to the Other Party for any injury or property damage caused by negligent or other wrongful act(s) or omission(s) of its employees.

4. CONSIDERATION AND COMPENSATION.

- (a) No party is required to pay any compensation to the other party for services rendered pursuant to this agreement.
- (b) The mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties.
- (c) Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- (d) Each Party shall pay its own personnel without cost to the other Party.

5. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its own property or for personal injury to any personnel or other persons on the property, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as or deemed to be an Agreement for the benefit to any third-party or parties, and no third-parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

- (a) Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire two (2) years from July 1, 2012. In no event shall this agreement extend for more than fifty (50) years from the effective date of this Agreement. This Agreement may be unilaterally terminated by either Party upon thirty (30) days written notice to the other Party.
- (b) Nothing in this Article shall preclude termination pursuant to Paragraph 10.

8. STANDBY OF EQUIPMENT - MUTUAL MD.

- (a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the back-up equipment necessary for its own department.
- (b) In the event that a receiving jurisdiction has dedicated a major amount of specialized equipment on an incident, the receiving jurisdiction may request aid to cover vacant areas by locating personnel or equipment of the furnishing jurisdiction in the receiving jurisdiction.

9. ENTIRE AGREEMENT.

- (a) This Agreement shall constitute the entire Agreement between the Parties with respect to the matters set forth herein and supersedes all prior, contemporaneous, written or oral negotiations, agreements, or understandings between the Parties regarding such matters. This Agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.
- (b) This Agreement shall be the sole instrument for the provision of emergency police service mutual aid between the Parties.

10. TERMINATION.

Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days written notice to the other Party.

11. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect

12. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

13. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

14. NO VIOLATION.

The Parties represent and warrant that the execution of, and performance under, this Agreement will not be a breach of, violation of, or conflict with any other contract or agreement to which it is a party or subject.

15. VENUE

The exclusive venue for any action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

16. WAIVER

No failure or delay by DCSD in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the DCSD hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder.

17. HEADINGS.

The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be

considered to have been the drafter of the Agreement for purposes of any rules of construction.

18. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding upon all the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this _____ day of _____, 2012

DeKalb County School District

Doraville Georgia

Dr. Cheryl L. H. Atkinson
Superintendent

Donna Pittman
Mayor

ATTEST:

ATTEST

Director Jeannette J. James

Sandra Bryant
Acting City Clerk

APPROVED AS TO FORM:

Cecil G. McLendon, Jr.
City Attorney

APPROVED AS TO SUBSTANCE:

John King
Chief of Police
Doraville, Georgia



AGENDA ITEM REQUEST SHEET
December 5, 2012

Subject: Energy Excise Tax IGA

Date of Meeting: December 17, 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: Staff recommends adoption of the IGA for the allocation and distribution of proceeds from the Energy Excise Tax.

Background: Adopted by the General Assembly and signed by the Governor, House Bill 386 repeals state and local sales tax on the energy used in manufacturing (not including the 1% ESPLOST reserved for school system capital improvements). In DeKalb County, the 7% sales tax is broken down as such: 4% (goes to State), 1% (for HOST), 1% (MARTA Operations) 1% (ESPLOST).

Repeal Phase-In

The repeal of the 4% state sales tax and up to 2% of the local sales tax is to be phased-in over a four year period beginning January 1, 2013. As of January 1, 1% of the state sales tax and ¼ of the local will be repealed. The remaining 3% of the state sales tax and ¾ of the local will be repealed in equal increments over the ensuing 3 years, beginning January 1, such that effective January 1, 2016 energy used in manufacturing will be fully exempt from state and local sales tax.

Energy Excise Tax Phase-In

At the same time, HB 386 provides that a county may levy and collect an excise tax upon the sale of energy used in manufacturing if such sale would have constituted a taxable event prior to the legislation's enactment. Such excise tax would need to be authorized by an ordinance adopted by the county commission. Once adopted, the excise tax would be phased-in as the sales tax is being phased out (i.e. in increments over a 4 year period). If a county chooses not to enact an energy excise tax, then a municipality may levy independently through a local ordinance.

DeKalb County

DeKalb County government has opted to levy the excise tax. The county-wide tax revenue would be divided among cities based on the existing HOST formula, so it makes no difference whether a city has a taxable manufacturer within its boundaries or not. As far as DeKalb's cities go, the pros and cons of imposing such a levy are not subject to debate. DeKalb has made the policy, so the only question being posed to cities is to participate in accepting the proceeds or not. To participate, adoption of the attached IGA is required. At this time, it is impossible to determine what the revenue would amount to and how much the cities would get. The law does not place any restrictions on the use of revenues. The City of Dunwoody is set to adopt the IGA on December 10th. The City of Chamblee administration is recommending adoption to its council by the end of the year. The City of Decatur expects to take the measure up at the beginning of 2013. The tax is being endorsed by ACCG and GMA (see GMA article below).

Energy Consumed In Manufacturing

Sales Tax & Use Rate Phase Out		State	HOST	MARTA	*ESPLOST	Total
	2012	4%	1%	1%	1%	7%
	2013	3%	0.75%	0.75%	1%	5.50%
	2014	2%	0.50%	0.50%	1%	4%
	2015	1%	0.25%	0.25%	1%	2.50%
	2016+	0%	0%	0%	1%	1%
Excise Tax Phase In	2012	0%	0%	0%	0%	0%
	2013	0%	0.25%	0.25%	N/A	0.50%
	2014	0%	0.50%	0.50%	N/A	1%
	2015	0%	0.75%	0.75%	N/A	1.50%
	2016+	0%	1%	1%	N/A	2%
Combined Rate	2012	4%	1.00%	1%	1%	7%
	2013	3%	1%	1%	1%	6%
	2014	2%	1%	1%	1%	5%
	2015	1%	1%	1%	1%	4%
	2016+	0%	1%	1%	1%	3%

*EPLOST Exempted

Luke Howe, Assistant to the Mayor

Lisa Ferguson, Finance Director

Local Sales Taxes on Energy Used in Manufacturing Being Eliminated

August 31, 2012

Due to the passage of House Bill 386, the state and local sales and use taxes on energy used in manufacturing will be phased out over a 4-year period, beginning January 1, 2013.

The legislation established a process aimed towards making the impact of this removal of the local sales tax revenue neutral for city and county governments, provided that these governments adopt a local excise tax on energy used in manufacturing at the same rates.

What your city needs to know

A county or a city may elect, by ordinance, to phase-in a max 2% excise tax to replace the sales tax on energy used in manufacturing over the same 4-year period. The rate of the phase-in would mirror the schedule of the phase-out of the sales tax (25% per year).

If a municipality has not received written notice from the county requesting a meeting to enter into an intergovernmental agreement by September 1, the municipality may enact the excise tax by ordinance or contact the county to enter into an intergovernmental agreement to levy it county-wide.

If the county elects not to notify the city or enter into an intergovernmental agreement, then the municipalities are authorized to levy an excise tax within the corporate limits of the municipality by passing an ordinance in the city. The county will not receive any proceeds from the municipal excise tax.

If a county decides to levy the excise tax and the municipality decides not to enter into an intergovernmental agreement for the county-wide excise tax, the tax will still be collected countywide, including in the city limits, and the municipality will not receive any proceeds.

If a municipality later decides to participate with the county after the tax is enacted, they must notify the county and within 60 days amend the intergovernmental agreement. The municipality will then receive revenue from the excise tax, starting 12 months after the amended intergovernmental agreement is finalized.

FAQs

We do not have manufacturing in our city, why would we participate with the county's excise tax?

A city needs to participate because it will receive revenue from the excise tax based on the percentage share from HOST/ LOST and SPLOST. (DeKalb County/ DeKalb cities receive HOST instead of LOST. SPLOST is not applicable to DeKalb as a result of the MARTA 1% sales tax.) The excise tax is meant to replace the sales tax that will be lost, so even if a city does not have manufacturing within its boundaries it still shares in the sales tax on energy used in manufacturing.

If the county enacts the excise tax and my city does not participate what happens?

You will be giving away revenue to the county and the other municipalities within the county who do choose to participate. The manufactures within your city limits will be charged the excise tax and the revenue generated will be shared with the county and all of the other cities that are a part of the intergovernmental agreement.

How much revenue is at stake?

This is impossible to calculate since DOR does not collect sales tax data from point of sale, and the energy providers will not release information due to privacy concerns for their customers. The only way to determine the amount of revenue that is at stake is to enact the excise tax for the first year and then determine the amount based on what the revenues you receive from the energy providers.

If my city enacts the excise tax without the county will I have to share the revenue with the county and other cities?

No, if a city enacts the excise tax without the county it keeps 100% of all the revenue that is generated within its municipal borders.

If we enter into an intergovernmental agreement with the county are the distribution amounts negotiated?

No. The revenue from the excise tax will be distributed on the same percentages as your local tax distributions. (HOST/ LOST, SPLOST, MOST).



Chief Executive Officer
W. Burrell Ellis, Jr.

Board of Commissioners

District 1
Elaine Boyer

District 2
Jeff Rader

District 3
Larry Johnson

District 4
Sharon Barnes Sutton

District 5
Lee May

District 6
Kathie Gannon

District 7
Stan Watson

November 8, 2012

The Honorable Donna Pittman
Mayor
City of Doraville
3725 Park Avenue
Doraville, Georgia 30340

RE: Intergovernmental Agreement for Proposed DeKalb County Excise Tax on
Energy Used for Manufacturing

Dear Mayor Pittman:

At the September 20th Mayors Roundtable, we discussed the possibility of DeKalb County establishing a local excise tax on energy used for manufacturing as stated in O.C.G.A §48-13-110. As a condition of adopting the ordinance, the county must offer municipalities located within its political boundaries the option of entering into an intergovernmental agreement for purposes of distributing the proceeds.

Attached is a draft copy of the intergovernmental agreement. To ensure the county can move forward with adopting an ordinance prior to December 31, 2012, I would ask that you notify my office by Friday, November 16, 2012, of your intention. Please send all responses to Joel Alvarado, Legislative Director, at jalvarado@dekalbcountyga.gov or (404) 901-9622.

If you have any questions, do not hesitate to contact my office.

Sincerely,

Burrell Ellis

CC: Commissioner Larry Johnson, Presiding Officer, DeKalb County Commission
Richard Stogner, Chief Operating Officer, DeKalb County Government
Hakim Hilliard, Chief of Staff, Chief Executive Office
Morris Williams, Chief of Staff, DeKalb County Commission
Lisa Chang, Chief Legal Officer, DeKalb County Government
Joel Gottlieb, Chief Financial Officer, DeKalb County Government

STATE OF GEORGIA
DEKALB COUNTY

**INTERGOVERNMENTAL AGREEMENT FOR THE
ALLOCATION AND DISTRIBUTION OF PROCEEDS FROM THE
ENERGY EXCISE TAX**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (the "County"), and the CITY OF _____, the CITY OF _____, the CITY OF _____, the CITY OF _____, the CITY OF _____, the CITY OF _____, and the CITY OF _____, municipal corporations of the State of Georgia, (the "Participating Municipalities", individually and collectively).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the Participating Municipalities to contract, for a period not exceeding 50 years; and

WHEREAS, the County is authorized pursuant to O.C.G.A. § 48-13-110 *et seq.*, (the "Energy Excise Tax Act") to levy and collect an excise tax on the sale, use, storage, or consumption of energy ("Energy Excise Tax") when such sale, use, storage, or consumption of energy would have constituted a taxable event for purposes of the sales and use tax under O.C.G.A. § 48-8-1 *et seq.*, but for the exemption in O.C.G.A. § 48-8-3.2; and

WHEREAS, pursuant to O.C.G.A. § 48-13-113, the County and the municipalities of the County have met together and conferred to discuss whether or not the Energy Excise Tax should be levied within the special district within DeKalb County; and

WHEREAS, pursuant to O.C.G.A. § 48-13-114, the County and the Participating Municipalities have determined that an Energy Excise Tax should be levied; and

WHEREAS, O.C.G.A. § 48-13-114(a)(1) requires the County and the Participating Municipalities within the County to execute an intergovernmental agreement which provides for the distribution of proceeds in prior to the adoption of an ordinance by the County levying and imposing the Energy Excise Tax.

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for good and valuable consideration the County and the Participating Municipalities consent and agree as follows:

**SECTION 1.
REPRESENTATIONS & MUTUAL COVENANTS**

(A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(B) Each Participating Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Each Participating Municipality is a municipal corporation duly created

and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating Municipality is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating Municipality; and

(iv) Each Participating Municipality is located wholly or partially within the geographic boundaries of the special district created in the County.

(C) It is the intention of the County and each Participating Municipality to comply in all respects to the provisions of the Energy Excise Tax Act and all provisions of this Agreement shall be construed in light of the provisions of the Energy Excise Tax Act, with exception of the distribution provisions.

(D) The County and each Participating Municipality agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

SECTION 2. CONDITIONS PRECEDENT

(A) The obligations of the County and each Participating Municipality pursuant to this Agreement are conditioned upon adoption of an ordinance by the County levying and imposing the Energy Excise Tax in accordance with the provisions of the Energy Excise Tax Act.

(B) This Agreement is further conditioned upon the collecting of Energy Excise Tax revenues by the County and the transferring of those revenues to the general fund of the County and the general fund of each Participating Municipality.

**SECTION 3.
ADMINISTRATION AND COLLECTION COSTS**

In accordance with O.C.G.A. § 48-13-114(b), an amount equal to 1 percent of such proceeds collected by the county shall be paid into the general fund of the County to defray the costs of collection and administration.

**SECTION 4.
ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS**

(A) In accordance with O.C.G.A. § 48-13-114, the remainder of the proceeds following the subtraction of costs of collection and administration under Section 3 of this Agreement shall be allocated and distributed by the governing authority of the County pursuant to this Agreement.

(B) Such remaining proceeds shall be allocated and distributed by the governing authority of the County, as follows:

(1) For that portion derived from the HOST sales and use tax in effect in the special district, such amounts shall be distributed by the County at the same time and in the same manner as other HOST sales and use tax proceeds pursuant to O.C.G.A. § 48-8-104(c); and

(2) For that portion derived from the MARTA sales and use tax in effect in the special district, such amounts shall be distributed at the same time and in the same manner as other MARTA sales and use taxes.

(C) Such remaining proceeds shall not be subject to any use or expenditure requirements provided for under the provisions of law of the local sales and use taxes which are now subject to exemption under O.C.G.A. § 48-8-3.2 and are authorized to be expended in the same manner as would have otherwise required under such local sales and use tax provisions of law or to be expended for any lawful purpose.

**SECTION 5.
COUNTY ORDINANCE ADOPTION**

In accordance with O.C.G.A. § 48-13-114(a)(1), following the execution of this Agreement by the County and each Participating Municipality, the County agrees to adopt timely an ordinance levying the Energy Excise Tax pursuant to O.C.G.A. § 48-13-110 *et seq.*

**SECTION 6.
ENTIRE AGREEMENT**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the County and the Participating Municipalities with respect to all matters relating to the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Energy Excise Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to such matters.

**SECTION 7.
AMENDMENT OR MODIFICATION OF AGREEMENT**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Participating Municipalities.

**SECTION 8.
GOVERNING LAW**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and laws of the State of Georgia.

**SECTION 9.
SEVERABILITY**

Should any phrase, clause, sentence, or paragraph of this Agreement be held

invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**SECTION 10.
COMPLIANCE WITH LAW**

The County and each Participating Municipality shall comply with all applicable local, state, and federal statutes, ordinances, rule, and regulations.

**SECTION 11.
NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**SECTION 12.
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 13.
EFFECTIVE DATE OF ENERGY EXCISE TAX**

The County and each Participating Municipality agree that the Energy Excise Tax shall become effective date on January 1, 2013.

**SECTION 14.
MEDIATION**

The County and each Participating Municipality agree to first submit any controversy arising under this Agreement to mediation in an attempt to resolve the

dispute. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Participating Municipalities, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

DEKALB COUNTY, GEORGIA

W. BURRELL ELLIS, JR.
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JOEL GOTTLIEB
Director of Finance
DeKalb County, Georgia

LISA E. CHANG
County Attorney
DeKalb County, Georgia

CITY OF _____, GEORGIA CITY OF _____, GEORGIA

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

CITY OF _____, GEORGIA CITY OF _____, GEORGIA

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

CITY OF _____, GEORGIA CITY OF _____, GEORGIA

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

CITY OF _____, GEORGIA CITY OF _____, GEORGIA

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

CITY OF _____, GEORGIA CITY OF _____, GEORGIA

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk

BY: _____
Mayor

(SEAL)

ATTEST: _____
Clerk



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: Legislative Charter Changes

Date of Meeting: January 7, 2013

Budget Impact: ___Y ___x N

Budget Impact Amount: \$___

Funding Source:

() Annual

() Capital

() N/A

Regular Meeting (x)

Work Session ()

Recommendation ()

Policy/Discussion ()

Report ()

Other ()

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested: To amend Chapter 5 Section 3 of the City of Doraville Charter to include additional requirements to safe guard against a quorum being elected and serving from one household and to avoid any possible nepotism.

History, Facts, Issues:

Options: Don't Change.

Recommended Action: See attached for proposed additional wording to the requirement section for elected positions.

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Pam Fleming

Documentation attached..

Excerpts taken from Section 5.03 Doraville Charter 1 page

City of Doraville Charter Section 5

Section 5.03. - Qualifications for Mayor and councilmen.[<http://library.municode.com/images/hyperlink.png>]

Be it further enacted, that to be eligible for the office of Mayor or councilman, elected or appointed, a person must meet the qualifications for members of the state house of representatives as prescribed in the State Constitution, art. III, sec. 6, par. 1, (Ga. Code Ann., section 2-1801) as it now exists or may hereafter be amended, must meet the requirements of a qualified elector for members of the General Assembly, as prescribed by state law, must be a registered voter of the City of Doraville, and must be a bona fide resident of the City of Doraville for at least one (1) year (next??) preceding the date of the election in which he offers as a candidate.

Proposed Additional Requirement:

No more than one Family Member, Partner, Common Law Member, or anyone living in the same household may hold an elected position and serve at the same time.



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: Commercial Design Standards

Date of Meeting: 1/7/13

Budget Impact: Y ☐ N ☒

Budget Impact Amount: \$ n/a

Funding Source:

Annual ☐
Capital ☐
N/A ☒

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

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

Action Requested:

Request Council select a date certain for the Design Standards Workshop and a regular scheduled Council meeting for the adoption of the Design Standards. Suggested schedule is January 14, 2013 for the workshop and January 22, 2013 for final adoption.

History, Facts, Issues:

The Design Standards have been an issue for the Council since September 4, 2012 when we agreed to a review schedule.

Options:

Agree to the above schedule or propose an alternative with specific dates.

Recommended Action:

Adopt the above schedule

Department: City Council

Department Head: Mayor Donna Pittman

Submitted by: Robert Patrick

Attachment/s: n/a



THE CITY OF DORAVILLE AGENDA ITEM SHEET

Subject: **Ordinance to Revise Agenda Submission Requirements**

Date of Meeting: December 17, 2012

Budget Impact: ___Y ___X___ N

Budget Impact Amount: \$___Monthly Solid Waste Fee_____

Funding Source:

() Annual

() Capital

() N/A

Regular Meeting (X)

Work Session ()

Recommendation (X)

Policy/Discussion ()

Report ()

Other ()

CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE CITYOFDORAVILLE

At the December 3, 2012 Council Meeting, Mayor and Council requested an Ordinance to revise the timeline for Agenda Item submission from Wednesday before the meeting to at least 10 days prior to the Meeting to allow councilmembers time to review the packet in preparation for the meeting. Attached is the Ordinance language requested, which includes some exceptions to retain flexibility of adding late Agenda items.

Options: ___To Adopt Ordinance or revise based on policy decisions.

Recommended Action: ___No Recommendation.

Department: ___Legal

Department Head: ___Cecil G. McLendon, Jr.

Administrative Comments and Recommendation: _____

Action Taken By Board: _____

STATE OF GEORGIA

CITY OF DORAVILLE

ORDINANCE NO. 2012-__

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF DORAVILLE, GEORGIA, CHAPTER 2, SECTION 2-36, TO REVISE MEETING SUBMISSION REQUIREMENTS FOR COUNCIL MEETING AGENDAS; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; TO ADOPT A PREAMBLE; TO PROVIDE FOR CODIFICATION; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Chapter 2 of the City Code provides for the process of creating Council Meeting Agendas and the submission deadlines for same; and

WHEREAS, the current Agenda submissions for Council Meetings require all items on the Agenda to be submitted to the City Clerk no later than 12 noon on Wednesday prior to the scheduled meeting; and

WHEREAS, the Mayor and City Council desire to provide more adequate time for Councilmembers to review the agenda packets prior to the scheduled meetings in order to best discuss the issues presented and efficiently utilize Council time.

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

Section 1

That Chapter 2 (“Administration”) of the Code of Ordinance of the City of Doraville, Georgia, is hereby amended by revising Section 2-36 (“Items on Agenda and Appearance before Council”), subsections (e) and (f) to read as follows:

Sec. 2-36. Items on Agenda and Appearance before Council.

. . . .
. . . .

....
....

- (e) *All requests for an item to be placed on the agenda or to appear before the Council shall be submitted to the City Clerk by 12:00 noon ten (10) days prior to ~~on Wednesday before the meeting.~~ Notwithstanding the above, Agenda Items that are time-sensitive or otherwise necessary to be considered at a meeting which were not submitted by the Agenda deadline may be added to the Agenda at the meeting upon Motion and vote of Council pursuant to the provisions and requirements of the Georgia Open Meetings Act, O.C.G.A. §50-14-1, et. seq. The Council may waive this requirement by a majority of those members who are present at a meeting.*
- (f) *Supporting documentation for agenda items should be given to the Clerk by the deadline in subsection (e) to be included in the agenda packets for review. Supporting documentation that is presented at the meeting, unless good cause for delay, will cause the item to be tabled without discussion and placed under old business at the next scheduled regular meeting unless approved by a majority vote to be considered at that meeting. Supporting documentation for agenda items anticipated to be added at the meeting due to time-sensitivity or other necessity shall be provided to Council as far in advance of the meeting as possible but may be provided during the meeting without requiring a delay of the consideration of the item.*

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

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 5

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

Section 6

This Ordinance shall become effective upon its adoption by the Mayor and Council.

SO ORDAINED AND EFFECTIVE, this _____ day of _____, 2012.

CITY OF DORAVILLE, GEORGIA

Mayor

First Reading

Second Reading

ATTEST:

_____(SEAL)
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"/>