



Agenda
Decatur City Commission

Monday, February 5, 2018

**All Meetings are held at
City Hall
509 North McDonough Street**

DINNER SESSION – 6:30 P.M.
Commission Conference Room

CITY COMMISSION MEETING - 7:30 P.M.
Commission Meeting Room



Agenda

Decatur City Commission

City Hall

Commission Meeting Room

Regular Meeting

Monday, February 5, 2018

7:30 P.M.

I. Call to Order by Mayor.

II. Approval of the Minutes.

Approval of the Minutes of the [Executive Session](#) and [Regular Meeting](#) of January 16, 2018; the [Executive Session of January 26, 2018](#); and, of the [Annual Retreat on January 25–26, 2018](#).

III. Public Comment on Agenda Action Items.

The public is invited to comment on agenda action items other than for “Requests and Petitions” and “Reports and Other Business.” Public comments that relate to “Requests and Petitions” will be heard later in the meeting.

IV. Agenda Action Items.

A. [Resolution Amending the Pay and Classification Plan.](#)

Recommend adopting [Resolution R-18-AA](#) amending the Pay and Classification Plan.

B. [Resolution Requesting Adoption of Local Legislation.](#)

Recommend adoption of [Resolution R-18-BB](#) requesting that the Georgia General Assembly adopt local legislation changing the City of Decatur’s hotel motel tax from 7% to 8%.

C. [Resolution Supporting Limiting the Hours for Fireworks Use.](#)

Recommend adoption of [Resolution R-18-CC](#) requesting that the Georgia General Assembly adopt legislation changing the hours when fireworks can be discharged.

D. [Intergovernmental Agreement with DeKalb County.](#)

Recommend authorizing the Mayor to execute an Intergovernmental Agreement with DeKalb County for use of the Electronic Warrant system.

E. [Contract for with AXON.](#)

Recommend authorizing the City Manager to execute a contract with AXON for the purchase of TASER® electronic control devices for the Police Department.

F. [Contract for Services – Image Manufacturing Group.](#)

Recommend authorizing the City Manager to execute a contract for services Image Manufacturing Group in an amount not to exceed \$24,500 for design, fabrication and installation of new signage at 12 City park facilities.

G. [Contract for Services – Trees Atlanta.](#)

Recommend authorizing the City Manager to execute a contract for services with Trees Atlanta in an amount not to exceed \$22,500 to plant 100 trees as part of the NeighborWoods program.

H. [Acceptance of Easements at 1111 Oakview Road and 120 Maxwell Street.](#)

Recommend authorizing the Mayor to execute documents to accept storm water drainage facilities easements located on properties at 1111 Oakview Road and 120 Maxwell Street.

I. [Contract for Services – Decatur Arts Alliance.](#)

Recommend authorizing the City Manager to execute a [contract for services](#) with the Decatur Arts Alliance.

J. [Electric Vehicle Charging Stations.](#)

Recommend designation of four on-street parking spaces to be used for electric vehicle charging stations.

V. Requests and Petitions.

A. [Annexation Petition East Ponce de Leon Avenue.](#)

B. Other.

VI. Reports and Other Business.

A. [Zoning Board of Appeals Agenda.](#)

B. [Planning Commission Agenda.](#)

C. [Resolution confirming the Executive Session of January 16, 2018.](#)

D. [Resolution confirming the Executive Session of January 26, 2018.](#)

E. Appointments to Boards and Commissions.

F. Other.

Consistent with requirements of O.C.G.A. §50-14-1.(e)(1) a draft agenda was posted on Thursday, January 18, 2018. This agenda may be amended. A final agenda will be posted by 5:00pm on Friday, February 2, 2018.

MINUTES

DECATUR CITY COMMISSION

Executive Session
January 16, 2018
City Hall: 5:00 P.M.

On a motion by Mayor pro tem Powers, second by Commissioner Smith; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh voting “aye”, the City Commission entered into an executive session for the purpose of considering legal and real estate matters.

PRESENT: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh; City Manager Merriss; Deputy City Manager Hugh Saxon; and, City Attorney Bryan Downs.

On a motion by Commissioner Smith, second by Mayor pro tem Powers; and, Mayor Garrett; Mayor pro tem Powers; and Commissioners Drake, Smith and Walsh voting “aye”, the City Commission adjourned from Executive Session for the purpose of discussing legal and real estate matters. And, the City Commission authorized that the City Commission, in a regular meeting, to adopt a resolution: confirming that the subject matter of the executive session was within exceptions permitted by the open meetings law; and, ratifying the actions taken; and, authorizing and directing the Mayor to execute an affidavit in compliance with O.C.G.A. §50-14-4.

Note: As required by O.C.G.A. § 50-14-4(b), a properly executed affidavit is attached to these minutes as part of the permanent record.

MINUTES

DECATUR CITY COMMISSION

Regular Meeting
January 16, 2018
City Hall: 7:30 p.m.

Mayor Garrett called the Regular Meeting of the Decatur City Commission to order at 7:30 p.m. on Tuesday, January 16, 2018.

PRESENT: Mayor Garrett; Mayor pro tem Powers; and Commissioners Drake and Walsh; and, City Manager Merriss.

ABSENT: Commissioner Smith.

MINUTES of the Organizational Meeting of January 2, 2018 were approved on a motion by Mayor pro tem Powers, second by Commissioner Drake, and Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Walsh voting “aye.”

PLANNING COMMISSION RECOMMENDATIONS.

Planning Director Angela Threadgill stated that the City Schools of Decatur had requested a change in land use designation from RL – Low Density Residential and C – Commercial/High Density Residential to I – Institutional; a rezoning from R-60 – Single-Family Residential and C3 – Heavy Commercial to I – Institutional; a conditional use permit for a public school use; and, for the adoption of a comprehensive site development plan for the properties located at 2601 and 2617 Talley Street and 302-316 S. Columbia Drive for the purpose of the construction of a new public school. Ms. Threadgill stated that the Planning Commission recommended approval of the land use designation change and the zoning changes as well as recommended approval with conditions of the conditional use permit and the comprehensive site development plan.

Noel Maloof, COO for the City Schools of Decatur, thanked the City for once again working with the school system on a construction project. Mr. Maloof introduced the project’s design team from Perkins + Will before asking John Poelker and his team to present the plan.

Mr. Poelker stated that the plan focused on neighborhood connectivity and built upon several local plans including the 2002 East Decatur Station LCI plan and the city’s 2010 Strategic Plan. Mr. Poelker stated that the site was six acres in size that included elevation challenges. He stated that after getting community feedback, the number of parking spaces on site had been reduced and that bus parking had been removed from the plan. He also noted that the tree preserve area had been expanded.

Mr. Maloof stated that the plan was refined after seeking feedback from the community and he felt that the planning team had done a good job of balancing

competing needs and desires. He noted that the building would be constructed to LEED standards. He requested that the City Commission approve the plans without the conditions recommended by the Planning Commission.

Mayor Garrett welcomed City Schools of Decatur Board member Annie Caiola and Superintendent David Dude to the meeting.

Mayor Garrett opened the meeting for public comment.

Sarah Jones, 256 Mount Vernon Drive, stated that the plan now included designating the location of future modular classroom units on the playground area and that the location would take up space on the already small play space.

Becky Slemons, 269 Forkner Drive, stated that the parking lot still had more spaces that it needed for faculty and staff. She requested that the service drive not be paved during the initial construction so that it could be used as additional play space.

Catherine Anderson, 618 Sycamore Street, requested that the school system be required to maintain the area under the trees as play space. She noted that she had received a verbal agreement but that she wanted it as a written condition.

Kate Gardes, 127 Mount Vernon Drive, requested that the school be designated as a Safe Routes to School site.

Catherine Jackson, 441 South Columbia Drive, requested that the school system commit to keeping any future modular classrooms off of the play space.

Mike Dozier, owner of Interstate Batteries, stated that his business was located adjacent to the school site and that he was concerned over traffic patterns in the area once the school was occupied and access to his business by large delivery trucks.

Seegar Swanson, 249 South Columbia Drive, stated that no one from City Schools of Decatur had reached out to the Winnona Park Neighborhood Association. He suggested changing the intersection of Talley Street at South Columbia Drive to create a 4-way intersection that possibly included a traffic signal.

Russell Griffin, Talley Street Lofts HOA President, agreed with Mr. Swanson's suggestion. Mr. Griffin stated that the residents in his building would be impacted by every phase of construction had not been approached for input on the plan.

Brandon Gardes, 127 Mount Vernon Drive, stated that the current parking plan included 25% more spaces than necessary.

Gardner Neely, 305 South Columbia Drive, stated that he was also in favor of Mr. Swanson's suggestion for traffic safety improvements in the area.

Lisa Coronado, 140 Mount Vernon Drive, stated that play field space was still too small and she requested that the service drive not be paved immediately.

Mayor Garrett closed the public comment portion of the meeting.

Dr. Dude thanked the City Commission for hearing the presentation of the proposed plan. He requested that it approve the plan as submitted.

In response to a question from Mayor pro tem Powers, Mr. Maloof stated that the Department of Education did not issue guidance on the optimal size for an elementary play space but it was his personal feeling that if there had been the possibility of having more space it would be better but that land was very limited in the City of Decatur and the proposed plan made the best use of the available land and that it included a sufficient amount of space for the size of the school.

In response to a question from Mayor pro tem Powers, Mr. Maloof stated that a rooftop play space had been considered but due to poor soil conditions in the area it would make construction of such a space cost prohibitive.

In response to a question from Commissioner Drake, Mr. Maloof stated that for unstructured time such a recess, it would be difficult to get students to the United Methodist Children's Home property in a reasonable amount of time but that traveling there for an expeditionary learning experience would be feasible.

Commissioner Drake thanked the Perkins + Will team for balancing competing interests and presenting the plan in a nice format.

In response to a question from Commissioner Drake, Mr. Maloof stated that this school would be serving students throughout the City of Decatur so the proposed 99 parking spaces were necessary.

Dr. Dude added that a school such as this one also saw many visitors so the proposed number of parking spaces were needed.

Alan Wieczynski with Breedlove Land Planning stated that the parking lot was configured to allow for vehicle queuing of up to 30 cars on-site.

In response to a question from Commissioner Walsh, Mr. Maloof stated that the site had reclaimed 47% of the existing greenspace by removing the bus parking from the plan.

In response to a question from Mayor pro tem Powers, Mr. Maloof and Dr. Dude stated that they were committed to placing any future modular classrooms to an alternative location at the end of the parking lot instead of on the play space as shown on an alternative site plan.

In response to a question from Commissioner Walsh, Dr. Dude stated that while he understood that being flexible with how the space was used was important, he was concerned about having to further reduce the number of parking spots.

Commissioner Drake remarked that learning about the on-site car queuing plan was helpful.

In response to a question from Commissioner Walsh, Mr. Maloof stated that when the school opened, there would be anywhere from 65 to 85 staff members.

In response to a remark from Mayor Garrett, Mr. Maloof stated that a community meeting with the members of the Talley Street Lofts Homeowners' Association was in the works.

In response to a question from Mayor Garrett, Ms. Threadgill stated that a traffic impact study would be conducted in the near future and that it would consider the future build-out of the entire East Decatur Station area.

City Manager Merriss stated that the Safe Routes to School program was run by the City so it too was invested in having the new school site as a member in the program. She stated that the City was also committed to addressing the gaps in sidewalk availability in the area.

Mayor Garrett stated that she appreciated the sustainability efforts incorporated into the plan and noted that the condition regarding the tree preservation area was not necessary because it was shown on the site plan and that the City Commission would be approving the site plan as a condition of the ordinance.

Mayor pro tem Powers stated that a brand new school would come with challenges but that the City and the School system were committed to working together to create the best possible outcome.

In response to a question from Commissioner Walsh, Dr. Dude stated that the location of modular units was typically dictated by the conditions of the site. Mr. Maloof added that the proximity of utility connections was also an issue in determining location.

In response to a question from Commissioner Walsh, Dr. Dude stated that not paving the access driveway had not been considered because the parking spaces were needed and that funds to do paving in the future for such work may not be available.

On a motion by Mayor pro tem Powers; second by Commissioner Walsh; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Walsh voting "aye," Ordinance O-18-Z-01 changing the land use designation from RL – Low Density Residential and C –Commercial/High Density Residential to I – Institutional for the properties at 2601 and 2617 Talley Street and 302-316 South Columbia Drive was approved as recommended.

On a motion by Commissioner Drake; second by Mayor pro tem Powers; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Walsh voting “aye,” Ordinance O-18-Z-02 rezoning the properties located at 2601 and 2617 Talley Street and 302-316 South Columbia Drive from R-60 – Single-Family Residential and C3 – Heavy Commercial to I – Institutional was approved as recommended.

On a motion by Mayor pro tem Powers; second by Commissioner Drake; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Walsh voting “aye,” Ordinance O-18-Z-03 approving a conditional use permit and a comprehensive site development plan for a public school use at the properties located 2601 and 2617 Talley Street and 302-316 South Columbia Drive was approved as amended.

PUBLIC COMMENT ON AGENDA ITEMS.

Mayor Garrett opened the meeting for public comment.

There were no comments from the public.

RESOLUTION AUTHORIZING THE PREPARATION OF A HISTORIC PRESERVATION FUND GRANT APPLICATION.

Planner Sean Yates recommended approval of Resolution R-18-01 authorizing staff to submit an application to the Georgia Department of Natural Resources, Historic Preservation Division (HPD), for the purpose of securing a grant from their Certified Local Government (CLG) Survey & Planning Grant program. Mr. Yates stated that the grant would provide funding to perform a 10-year update to the City of Decatur’s Citywide Historic Resources Survey conducted in 2009. He noted that since the 2009 survey the City had experienced significant growth through annexations and had observed transformations within all neighborhoods. He stated that an update to the historic resources survey would help all better understand how the City might have achieved its goals and that an updated survey would also inform how the community moves forward as it plans for the City’s historic resources in the 2020 Strategic Plan.

Mr. Yates stated that the total project cost for the survey update was estimated to be no more than \$40,000; and that if awarded the grant, the grant would pay 60% of the cost. He added that it required a 40% local match so that the City’s anticipated share would be approximately \$16,000. Mr. Yates stated that grant applications must be postmarked by February 1, 2018. He added that if awarded the grant, the City would issue a Request for Proposals for consultant services to help the City conduct the survey and fulfill the grant program requirements. Mr. Yates stated that a recommended consultant for City Commission approval and the first phase of the survey were required to be underway by December 31, 2018.

In response to a question from City Manager Merriss, Mr. Yates stated that the funding for the match would be requested in the FY18-19 budget.

In response to a question from Mayor Garrett, City Manager Merriss stated that if the City did not receive the grant, it would request funding during the regular budget process.

On a motion by Mayor pro tem Powers; second by Commissioner Drake; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Walsh voting “aye,” Resolution R-18-01 was approved as recommended.

REQUESTS AND PETITIONS.

Matt Quinn, 239 Glendale Drive, requested an update on the status of the petition for the establishment of a no parking zone on Forkner Drive near the MODA development.

REPORTS AND OTHER BUSINESS.

Senior Engineer Michelle Hirose presented an update on the ReImagine West Howard project.

City Manager Merriss stated that the no parking petition was tabled at the October 3, 2016 City Commission meeting and it was never brought forward again due to staff changes. She added that staff were moving forward on installing a no-parking zone along the south side of the Forkner Drive, near the Knob Hill subdivision. She stated that the City cannot install signs on the north side of the street because it was still an active construction site.

City Manager Merriss stated that City Clerk Janet Kindelberger would be retiring after 20 years of service on January 31, 2018.

Commissioner Walsh thanked the community members who spoke during the Planning Commission recommendations portion of the meeting.

Commissioner Walsh stated that she was proud of the clean audit report for the fiscal year ended June 30, 2017.

Commissioner Walsh stated that the Run with the Dogs 5K was scheduled for 9am on Saturday Januarys 20th. She noted it was the only dog friendly race in the city.

Commissioner Drake thanked Ms. Kindelberger, Assistant City Manager Andrea Arnold and the financial staff for going above and beyond.

Commissioner Drake stated that the City Schools of Decatur did a great job balancing competing perspectives and creating a promising plan for the new school site. He stated that all parties need to pay to the traffic patterns in the area.

Mayor pro tem Powers stated that the State of the City address would be given on Tuesday, January 23rd at the Decatur Conference Center.

Mayor pro tem Powers congratulated the City on another clean audit and he wished Ms. Kindelberger well on her upcoming retirement.

Mayor pro tem Powers thanked all of the volunteers that worked during the MLK Service day project.

Mayor Garrett stated that the Georgia Municipal Association's (GMA) Mayors' Day conference was happening over the weekend and that the City would be recognized at the event with a Live, Work Play award from *Georgia Trend* magazine and GMA.

Mayor Garrett thanked the over 900 volunteers at this year's MLK Service Day project.

Mayor Garrett congratulated Ms. Kindelberger on her retirement.

Mayor Garrett congratulated the financial staff on achieving another clean audit.

Mayor Garrett stated that she appreciated all the input made during the meeting and that she was looking forward to working with the City Schools of Decatur to see what came to fruition on the new school site.

There being no other business, the meeting was adjourned.

Peggy Merriss
Acting City Clerk

MINUTES

DECATUR CITY COMMISSION

Executive Session
January 26, 2018
Brasstown Valley; 12:30pm.

On a motion by Mayor pro tem Powers, second by Commissioner Drake; and, Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Smith voting “aye”, the City Commission entered into an executive session for the purpose of considering personnel matters.

PRESENT: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh¹; City Manager Merriss and City Attorney Bryan Downs.

On a motion by Commissioner Smith, second by Mayor pro tem Powers; and, Mayor Garrett; Mayor pro tem Powers; and Commissioners Drake, Smith and Walsh voting “aye”, the City Commission adjourned from Executive Session for the purpose of discussing personnel matters. And, the City Commission authorized that the City Commission, in a regular meeting, to adopt a resolution: confirming that the subject matter of the executive session was within exceptions permitted by the open meetings law; and, ratifying the actions taken; and, authorizing and directing the Mayor to execute an affidavit in compliance with O.C.G.A. §50-14-4.

Note: As required by O.C.G.A. § 50-14-4(b), a properly executed affidavit is attached to these minutes as part of the permanent record.

¹ Commissioner Walsh joined the meeting in progress.

MINUTES

DECATUR CITY COMMISSION

Annual Retreat
January 25, 2018; 9:00am – 5:00pm
January 26, 2018; 9:00am – 3:00pm
Brasstown Valley

Mayor Garrett called the Annual Retreat of the Decatur City Commission to order at 9:00am on Thursday, January 25, 2018.

Present: Mayor Garrett; Mayor pro tem Powers; and Commissioners Drake, Smith and Walsh.

Staff Present: City Manager Merriss; Deputy City Manager Saxon; Assistant City Managers Arnold, Junger and Menne; City Attorney Bryan Downs; Chief – Civic Engagement, Education & Communication Harris; and, Planning Director Threadgill.

The meeting was recessed at 5:00pm.

Mayor Garrett called the meeting to order at 9:00am on Friday, January 26, 2018.

Present: Mayor Garrett; Mayor pro tem Powers; and Commissioners Drake, Smith and Walsh.

Staff Present: City Manager Merriss; Deputy City Manager Saxon; Assistant City Managers Arnold, Junger and Menne; City Attorney Bryan Downs; Chief – Civic Engagement, Education & Communication Harris; and, Planning Director Threadgill.

At 12:30pm, on a motion by Mayor pro tem Powers, second by Commissioner Drake and Mayor Garrett; Mayor pro tem Powers and Commissioners Drake and Smith voting “aye¹”, the City Commission entered into an Executive Session for personnel matters.

At 1:05pm, on a motion by Commissioner Smith, second by Mayor pro tem Powers and Mayor Garrett; Mayor pro tem Powers and Commissioners Drake, Smith and Walsh voting “aye”, the City Commission closed the Executive Session and reconvened the regular meeting².

The meeting adjourned at 3:00pm.

A copy of the report of the proceedings follows and is incorporated into these minutes.

Peggy Merriss
Acting City Clerk

¹ Commissioner Walsh joined the Executive Session in progress.

² Minutes of the Executive Session are provided in a separate document.

City of Decatur Commission Retreat
Brasstown Valley Resort & Spa
January 25-26, 2018

In Attendance

Patricia Garrett
Kelly Walsh
Scott Drake
Tony Powers
Brian Smith

Peggy Merriss
Andrea Arnold
Hugh Saxon
David Junger
Linda Harris

Lyn Menne
Bryan Downs
Angela Threadgill

The key objectives of this retreat were to:

- Orient new members by continuing to get to know each other by understanding each person's Strengths using Strengthfinders 2.0 and Workplace Big Five Assessment.
- Review progress towards the vision and goals established at the 2016 retreat
- Review progress towards established 2017 Priorities
- Conduct a SWOT analysis of the COD as a planning tool for 2018.
- Identify current City of Decatur opportunities that the commission will address in 2018

1. Team Building with Strengthfinders 2.0® and Workplace Big Five Assessments

The retreat began with all members getting to know each other better through the Strengthfinders 2.0. and the Workplace Big Five Assessments.

2. 2020 Vision for City of Decatur

The team reviewed their 2020 Vision, created in 2016, to assess progress to date.

- More affordable housing
- A new city park
- System of bike lanes
- Connected network of pedestrians
- Balance construction mix
- More public art
- Reputation of tackling hard issues, of coming together
- More downtown grocery options
- City of Decatur and City Schools of Decatur working well together – improved relationship
- Taxes (86%/14%)
- Thriving East Decatur mixed use community
- A strong Dekalb County – good relationships with elected delegates
- More engagement from wider cross section of the community
- Achievement of annexation goals

3. 2017 Priorities Review

The team reviewed and updated progress towards 2017 Priorities.

4. City of Decatur SWOT Analysis

The team created a SWOT analysis as a planning tool for 2018 priorities (attached)

5. 2018 Priorities/Workplan

The commission identified priorities and areas of interest to pursue in 2018 (attached)

City of Decatur – SWOT Analysis

Strengths	
<p>Strong staff leadership</p> <p>Strong commission leadership</p> <p>Engaged Community</p> <p>Financially secure</p> <p>Plans that we use that guide us in decision making</p> <p>We have a mission, vision and goals</p> <p>We are ethical and transparent</p> <p>Desirable place to live, work and play</p> <p>Well educated community/strong school system that values learning and education</p> <p>Our location – access to transit, can drive anywhere easily, walkable and bike-able</p> <p>PAYT program</p> <p>Sustainability focus</p> <p>Open to new ideas</p> <p>Vibrant neighborhood and downtown districts</p>	<p>Attractive public art – streets, trees, trash/recycle cans look cool</p> <p>Infrastructure is also public art</p> <p>Community is seen as role model community</p> <p>Strong public safety</p> <p>DHA</p> <p>High level of trust</p> <p>High Retention of employee</p> <p>Attractive place to work</p> <p>Strong leadership by Women on staff and commission</p> <p>Opportunities for advancement</p> <p>Creative and innovative</p> <p>Using partnerships</p> <p>Good balance/ mix city commission</p> <p>Commitment to inclusion</p>
Weaknesses	
<p>Tax base ratio</p> <p>Loss of income diversity</p> <p>Mix of different retail</p> <p>Loss of institutional memory</p>	<p>Unknown unknowns</p> <p>Financial resources to achieve goals – technology relative to community expectations</p> <p>Recognition of past context (s)</p> <p>Fragility of external relationships</p>
Opportunities	
<p>United Methodist Children Home – WOW!</p> <p>Economic Development – East Decatur Station, East Lake LCI, Office Recruitment (use for quality of life)</p> <p>Affordable Housing – workforce, senior, affordable</p> <p>GDOT Relationship</p> <p>CDS/School Board Relationship</p> <p>MARTA Relationship</p>	<p>Relationship with PATH and connect to Belt Line</p> <p>Relationship with County Annexation</p> <p>Shared parking deck</p> <p>Task Force for Global Health expansion</p> <p>2020 Strategic Planning Process</p>

Threats	
Lack of diverse housing (“affordable”) – mismatch between demand and supply Transportation – congestion, connectivity, ped/bike/car sharing Parking – what is the experience? Free? Paid? locals/visitors School impact increasing Development – where, what type, how much?	Municipalization, annexation by others Community engagement Federal/State Policy Economic correction Rent increases – external corporate owners Loss of institutional knowledge

2018 City of Decatur Priorities

2018 Priorities/Workplan - Next Steps/Actions	Timing
Social Equity Staff and community Advisory Boards to research and report back recommendations on social equity issues.	Q3 2018
Greenspace <ul style="list-style-type: none"> Continue to look for opportunities to expand via sharing or acquiring greenspace. Develop evaluation criteria for accepting open space. Present to commission for approval. Note: Revisit timing of potential greenspace and facilities master planning.	Ongoing Q2 2019
Tree Canopy Ordinance Present amendments (Article 9) recommended in work session for consideration.	Q2
Downtown Development Work session with DDA Board	Q3
Impact Fees Phase II Provide recommendation to City Commission	Q4
United Methodist Children’s Home <ul style="list-style-type: none"> Conduct a robust community engagement process Mid-point check-ins Adoption of plan 	Q1-Q2 Q2 Q3


2018 Priorities/Workplan - Next Steps/Actions	Timing
City of Decatur School - Conduct joint work session with CDS	Q2 or Q4
Communications <ul style="list-style-type: none"> • Conduct 5-6 Open Office Hour programs • Create RFP for website update 	2018 Q3/Q4
Community Advisory Boards <ul style="list-style-type: none"> • Work session with 4 advisory boards • Fill any vacancies • Create social opportunity to connect with advisory board members 	Q1-Q4
Housing <ul style="list-style-type: none"> • Create a housing summit program plan (to include RS17 and cottages courts) • Hold housing summit 	Q1 Q3
Technology – Smart Cities Work session	Q3
Mobility <ul style="list-style-type: none"> • Community Transportation Plan • Workplan and process to outline prioritizing requests • Atlanta Avenue improvements plan <ul style="list-style-type: none"> ○ Financing plan ○ Design plan • Commerce Drive cycle track • DeKalb County Interconnectivity Transit Plan 	Q3 Q4 Q1 Q4 Q3 2018
Hotel/Motel Tax Pursue increasing the hotel/motel tax from 7% to 8%	Q1
Succession Planning <ul style="list-style-type: none"> • Continue offering opportunities for staff development • Management team /city commission lunch 	Ongoing Q2



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Memorandum

TO: Peggy Merriss, City Manager

FROM: Andrea Arnold, Assistant City Manager 

DATE: February 1, 2018

RE: Amendments to Pay and Classification Plan

The purpose of this memorandum is to recommend adoption of resolution R-18-AA that amends the Pay and Classification Plan. The amendment reflects changes in job duties and organizational needs.

Changes that are recommended to be effective February 12, 2018 are as follows:

- A new position of Accountant is created and assigned to salary range 16.
- The position of Revenue and Technology Director at salary range 16 is retitled Finance Director and is assigned to salary range 18.
- The position of Budget and Performance Measurement Director at salary range 15 is deleted.

These personnel adjustments will support internal organizational changes. If the changes are approved, the revenue and accounting operations will fall under one supervisor, the Finance Director. The new Accountant position will report to the Finance Director. The Budget and Performance Measurement Director position will be deleted and many of the duties associated with this position will be handled by the City Clerk.

These proposed changes will strengthen the City's finance and accounting operations within existing budgets. City Commission approval of resolution R-18-AA is recommended.

R-18-AA

RESOLUTION AMENDING THE PAY PLAN
AND POSITION CLASSIFICATION PLAN

WHEREAS, on October 3, 1973, the City Commission of the City of Decatur, Georgia, adopted a Pay Plan and Position Classification Plan; and,

WHEREAS, it was the intent of the City Commission for such Pay Plan and Position Classification Plan to be amended as necessary from time to time.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, that the Pay Plan and Position Classification Plan as adopted on October 3, 1973, and as subsequently amended, is hereby further amended as follows effective February 12, 2018:

- 1) A new position of Accountant is created and assigned to Salary range 16; and,
- 2) The classification for the position of Revenue and Technology Director at Salary range 16 is retitled Finance Director and is assigned to Salary range 18; and,
- 3) The position of Budget and Performance Measurement Director at Salary range 15 is deleted.

BE IT FURTHER RESOLVED, and it is hereby resolved, that effective February 12, 2018:

- 4) An amended schedule of Assignment of Classes to Salary Ranges, attached hereto, will supersede the present Schedule of Assignment to Classes to Salary Ranges.

DECATUR CITY COMMISSION

Patricia M. Garrett
Chair

ATTEST: _____
Acting City Clerk

**ASSIGNMENT OF CLASSES TO SALARY RANGES
EFFECTIVE JANUARY 1, 2018
AMENDED FEBRUARY 12, 2018**

SALARY RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM	TITLE
=====			
01	29,328	48,048	CREW WORKER SANITATION EQUIPMENT OPERATOR I
02	30,805	50,482	-----
03	32,365	53,040	ADMINISTRATIVE SERVICES ASSISTANT ASST. ACTIVE LIVING PROGRAM SUPERVISOR BUILDING MAINTENANCE SPECIALIST EQUIPMENT OPERATOR PARKING ATTENDANT SITE DIRECTOR
04	34,008	55,723	ACCOUNTING CLERK COMMUNICATIONS OFFICER SANITATION EQUIPMENT OPERATOR II SUPPORT SERVICES TECHNICIAN
05	35,734	58,552	ACCOUNTS PAYABLE OFFICER ADMINISTRATIVE ASSISTANT AUTOMOTIVE MECHANIC COURT CLERK REVENUE OFFICER
06	37,544	61,506	FIREFIGHTER I LEAD AUTOMOTIVE MECHANIC
07	39,437	64,626	CEMETERY SPECIALIST CODES ENFORCEMENT OFFICER FIREFIGHTER II OFFICE MANAGER HEALTH & WELLNESS COORDINATOR PERMIT & ZONING TECHNICIAN PERSONNEL SPECIALIST SENIOR REVENUE OFFICER
08	41,434	67,912	-----
09	43,534	71,365	ACTIVE LIVING PROGRAM SUPERVISOR CHIEF COURT CLERK CHILDREN & YOUTH SERVICES PROGRAM SUPERVISOR CREW SUPERVISOR FIRE APPARATUS OPERATOR POLICE OFFICER
10	45,739	74,984	ARBORIST BUILDING INSPECTOR COMMUNICATIONS SPECIALIST ENGINEERING INSPECTOR FIRE INSPECTOR INFORMATION COORDINATOR MASTER POLICE OFFICER OPERATIONS ANALYST PLANNER POLICE INVESTIGATOR SECURITY PLANNER & PROCUREMENT ADMINISTRATOR SPECIAL EVENTS COORDINATOR

**ASSIGNMENT OF CLASSES TO SALARY RANGES
EFFECTIVE JANUARY 1, 2018
AMENDED FEBRUARY 12, 2018**

SALARY RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM	TITLE
=====			
11	48,048	78,770	-----
12	50,482	82,763	FIRE SERGEANT LIFELONG COMMUNITY PROGRAM MANAGER PARKING MANAGER POLICE SERGEANT
13	53,040	86,944	FIRE LIEUTENANT POLICE LIEUTENANT
14	55,723	91,354	COMMUNITY EDUCATION & INFORMATION MANAGER DOWNTOWN DEVELOPMENT MANAGER PROJECT CIVIL ENGINEER PROJECT MANAGER
15	58,552	95,992	ASSISTANT ACTIVE LIVING DIRECTOR ASSISTANT CHILDREN & YOUTH SERVICES DIRECTOR
16	61,506	100,838	ACCOUNTANT CITY CLERK FACILITIES SUPERINTENDENT FIRE CAPTAIN PERSONNEL DIRECTOR POLICE CAPTAIN SANITATION SERVICES SUPERINTENDENT
17	64,626	105,934	ASSISTANT FIRE CHIEF BUILDING OFFICIAL SENIOR ENGINEER
18	67,912	111,301	ACTIVE LIVING DIRECTOR CHILDREN AND YOUTH SERVICES DIRECTOR DEPUTY FIRE CHIEF DEPUTY POLICE CHIEF DESIGN, ENVIRONMENT & CONSTRUCTION DIRECTOR FINANCE DIRECTOR PLANNING DIRECTOR
19	71,365	116,938	-----
20	74,984	122,866	-----
21	78,770	129,085	CHIEF-CIVIC ENGAGEMENT, EDUCATION & COMMUNICATION FIRE CHIEF POLICE CHIEF
22	82,762	135,616	-----
23	86,944	142,480	ASSISTANT CITY MANAGER



Memo

To: City Commission
From: Peggy Merriss, City Manager
Date: February 1, 2018
Re: Increase in Hotel/Motel Tax

The purpose of this memorandum is to recommend adoption of Resolution R-18-BB requesting that the General Assembly adopt local legislation changing the City of Decatur's hotel-motel tax from 7% to 8%.

In order to change the City of Decatur's hotel-motel tax from 7% to 8%, several steps must be taken:

1. The City Commission must pass a resolution which specifies the rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds and requests that the General Assembly adopt local legislation asking that the rate be changed.
2. The General Assembly must pass the enabling local legislation.
3. The City Commission would be required to amend the City's existing hotel/motel tax ordinance to reflect the changes.
4. The change in the rate would be effective no sooner than the first day of the second month after the City's ordinance is adopted.

The current 7% hotel/motel tax is distributed with three cents (42.9%) going to the City's general fund and is available for use by the City for any purpose. In fiscal year ending 2017, that amount was approximately \$276,900. Two cents (28.6%) is distributed to the City's "Designated Marketing Organization" (DMO) per agreement with the Decatur Tourism Bureau for promotion of tourism, conventions and trade shows and two cents is distributed to a capital maintenance reserve for the Conference Center as required by the conference center management services agreement. In fiscal year ending 2017, each received approximately \$183,900.

There are restrictions on how the funds collected from an 8% hotel-motel tax could be distributed. Three cents (.375%) would go to the City's general fund, which would be approximately the same amount as is currently being distributed even though it is a smaller percentage, it is on a higher collection rate.

Three and one-half cents (43.75%) is required to go to the City's DMO, in this case the Decatur Tourism Bureau to continue with promotion of tourism, conventions and trade shows.

One and one-half cents (18.75%) is required to go towards "Tourism Products Development" (TPD) which is specifically defined in O.C.G.A. § 48-13-50.2 (6) and includes capital and operating costs for meeting and convention facilities. It also includes sports complexes, visitor and welcome centers, wayfinding signage, parks, trails and other recreational facilities and

performing arts facilities which are open to the public and which improve destination appeal to visitors, support visitors' experience and are used by visitors. It cannot be used for debt service for existing facilities. The funds used for TPD must be allocated as part of the City's annual budget and are reported annually to the Georgia Department of Community Affairs in the "Hotel-Motel Tax Report."

If the City were able to get local legislation passed and adopted amendments to the existing hotel-motel tax increasing it from 7% to 8%, each year the budget for the TPD portion could identify funding for projects once our commitment to fund the capital reserve for the conference center was met.

In reviewing the requirements and regulations for use of hotel-motel proceeds from an 8% tax, it does not appear that proceeds could be currently used to support re-development or debt service for the United Methodist Children's Home property. However, in the future, depending on the outcome of the master planning process, there are possible uses which could be supported.

The increase in the hotel-motel tax to 8% would allow additional funding for the Decatur Tourism Bureau and provide opportunities for a very robust program for promotion of tourism, conventions and trade shows, including additional staffing at the Visitors' Center, working with the hotels to make connections with tourism activities in Atlanta and expanding support for tourism activities in the City.

It is estimated that once the new hotel opens in 2019, initial annual proceeds from the hotel-motel tax could be approximately \$375,000 for the general fund, \$438,000 for the Decatur Tourism Bureau and \$187,500 TPD activities.

Conversations have occurred with State Senator Elena Parent who has indicated she will assist with the local legislation.

Adoption of Resolution R-18-BB is recommended.

R-18-BB

A RESOLUTION OF THE CITY OF DECATUR REQUESTING THE GEORGIA GENERAL ASSEMBLY ADOPT LOCAL LEGISLATION FOR THE CITY OF DECATUR TO INCREASE THE HOTEL/MOTEL TAX; TO PROVIDE FUNDING RESOURCES FOR TOURISM PRODUCT DEVELOPMENT; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENTS RELATING TO SUCH LEGISLATION AND OTHERWISE PERFORM ALL NECESSARY ACTS TO ACOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND, FOR OTHER PURPOSES.

WHEREAS, the City of Decatur currently imposes a 7% Hotel/Motel tax on all occupied rooms within the City; and,

WHEREAS, the Georgia General Assembly authorizes municipalities to increase their Hotel/Motel Tax to 8% upon a request from the governing authority and passage of a local act by the General Assembly; and,

WHEREAS, the City Commission of the City of Decatur, Georgia finds that the City would benefit from the imposition of this tax by providing additional revenues for the promotion of travel and tourism and supporting the destination appeal of the conference center for visitors to the City of Decatur; and,

WHEREAS, O.C.G.A. § 48-13-51(b) provides that municipalities wishing to increase such tax must adopt a resolution which specifies the subsequent Tax Rate, identifies the projects or tourism product development purposes and specifies the allocation of proceeds; and,

WHEREAS, the City of Decatur currently has a contract with the Decatur Tourism Bureau to provide Destination Marketing Organization services for and within the City.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, that the Georgia General Assembly give full support, endorsement and pass legislation to increase the City of Decatur Hotel-Motel tax from 7% to 8%.

1. The City of Decatur hereby requests the members of the State Legislative Delegation of DeKalb County that represent the City of Decatur seek a local legislative act authorizing the City of Decatur to increase its Hotel-Motel tax from the existing 7% to 8%.
2. The City of Decatur intends to use the proceeds of such tax for any legal purpose, to include specifically, but not limited to, promoting tourism, conventions, and trade shows by a qualified destination marketing organization established and designated by the City of Decatur for such purpose.

3. The tax authorized by Section 48-13-51(b)(2) of the Official Code of Georgia Annotated, and the proceeds of this tax shall be used in accordance with sections 48-13-51(b)(5) and 48-13-51(b)(6).
4. An amount equal to the total taxes collected under O.C.G.A. § 48-13-51 (b), which would have been collected at a rate of 5% shall be expended in accordance with the provisions of O.C.G.A. §48-13-51 (a) (3).
5. Any amount equal to not less than 50% of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Decatur.
6. Any remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% which are not otherwise expended pursuant to the previous paragraph shall be expended for tourism product development.

This Resolution shall be effective immediately upon adoption.

Patricia M. Garrett, Mayor

ATTEST:

Acting City Clerk



Memo

To: City Commission
From: Peggy Merriss, City Manager
Date: February 1, 2018
Re: Resolution Supporting Noise Regulations for Fireworks

The message below was received from the Georgia Municipal Association asking for support to allow local governments to apply noise ordinance regulations to the use of fireworks. The requested resolution is attached and adoption is recommended.

"As everyone is aware, fireworks became legal in Georgia a few years ago. Originally, the law had very little local control, and each year we have attempted to gain more control over the detonation of fireworks. Due to the lobbying efforts of your GMA governmental relations team, the detonation of fireworks is only legal until 9 pm except on a few holidays.

Many of our cities wanted more local control, especially in areas that have a great amount of density. Attached you will find a resolution written by Rep. Silcox from Sandy Springs that recognizes the diversity of needs in different regions as it relates to firework usage and provides information about fireworks being treated differently from other noises in local ordinances.

Last legislative session Rep. Silcox introduced HB 419, which was originally written to provide local governing authorities the ability to regulate the use or ignition of consumer fireworks based on local noise ordinances. GMA worked with her on the bill, and that version of the bill passed the house and was assigned to the Senate Public Safety Committee. There the bill was amended to allow for usage of fireworks until midnight on all state holidays, 2 days before and 2 days after each holiday and all weekends before each holiday. The bill that passed the Senate Public Safety Committee will mandate more than 70 days in which fireworks can be detonated until midnight. Neither noise ordinances nor any other restriction can be placed on the usage of fireworks on those days. That made HB 419 a bill that we could not support and eroded the work previously done to gain local control on the hours of usage of fireworks. The bill was tabled on the Senate floor.

We have crafted language for an amendment that will take the language back to the version of the bill that passed the House. We will continue to work on this bill and get it to a place that works for you. Rep. Silcox needs the help of cities in Georgia to pass the attached resolution urging the legislature for more local control. The resolution highlights the lack of local control in GA as compared to our neighboring states and urges the General Assembly to pass a bill that gives us more control.

Please consider passing this resolution at your upcoming council meeting so we can present the resolutions to the legislature as we attempt to get this bill across the finish line and on to the Governor's desk for his signature."

A RESOLUTION OF THE CITY OF DECATUR REQUESTING THE GEORGIA
GENERAL ASSEMBLY RECOGNIZE THE DIVERSITY OF NEEDS IN DIFFERENT REGIONS OF
OUR STATE WITH RESPECT TO THE USE OF FIREWORKS AND FOR OTHER PURPOSES.

WHEREAS, there are significant differences throughout the State of Georgia in terms of types of communities and housing and in choices in terms of building density, lot size, and proximity to neighbors; and,

WHEREAS, the choice of those who live in more populated areas of the State has been limited in terms of the use of fireworks and the quality of life in those more populated areas has been diminished; and,

WHEREAS, fireworks are the only noise that is treated differently than other noises in state law as all other noises are governed by noise ordinances that are passed by local governments to govern their jurisdiction; and,

WHEREAS, there are large unincorporated areas of the State that do not have noise ordinances; and,

WHEREAS, according to <https://library.municode.com.ga>, only 108 of the 538 cities in Georgia or approximately 20% of the cities in Georgia have a noise ordinance and would thus be covered by the legislation; and,

WHEREAS, all of our southeastern neighbors allow local control of the use of fireworks in their State and half of the States nationwide allow for local control of the use of fireworks, except the State of Massachusetts that does not allow the use of fireworks at all; and,

WHEREAS, the Georgia House of Representatives passed House Bill 419 during the 2017 Legislative Session by a vote of 147 to 17 to enable the governing authorities in certain counties to further regulate the use or ignition of fireworks by applying noise ordinance standards; and,

WHEREAS, House Bill 419 does not address the use of all fireworks but rather the noise created by certain fireworks and does not in any fashion restrict or address the sale of fireworks.

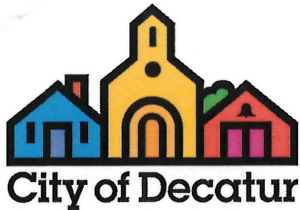
NOW, THEREFORE, BE IT RESOLVED BY the City Commission of the City of Decatur, Georgia, that this resolution is adopted to urge the Georgia Senate of the General Assembly to pass House Bill 419 and for the Governor of the State of Georgia to sign such bill into law to improve the quality of life for the citizens of their city, recognizing that not all such counties and cities have noise ordinances and that the population density in some areas of Georgia will not warrant regulation of noises by noise ordinance.

This Resolution shall be effective immediately upon adoption.

Patricia M. Garrett, Mayor

ATTEST:

Acting City Clerk

**Police Department**

420 West Trinity Place


P.O. Box 220

Decatur, Georgia 30031

404-373-6551 ■ Fax 404-370-4117

info@decaturga.com ■ www.decaturga.com

To: Peggy Merriss
City Manager

From: Mike Booker 
Chief of Police

Date: January 30, 2018

Re: DeKalb County Magistrate Court Intergovernmental Agreement

The Decatur Police Department will be transitioning in 2018 to utilizing the DeKalb County Magistrate Court to handle cases involving arrested persons. With the exception of some misdemeanor cases, all arrest warrants will be obtained through the Magistrate Court. The City of Decatur Municipal Court will still handle cases that involve possession of marijuana less than an ounce, misdemeanor shoplifting, possession of alcohol by a minor, and all Title 40 traffic offenses, including DUI and driving with a suspended driver's license. All other misdemeanor arrests and all felony arrests will go through the DeKalb County Magistrate Court. Additionally, search warrants will also be sought through the DeKalb County Magistrate Court.

The DeKalb County Magistrate Court is located at 3630 Camp Circle, near the Memorial Drive/I-285 Interchange. The hours of operation are from 8:30 a.m. to midnight, 7 days a week. On Saturdays and Sundays, the Clerk's office is closed from 12:00 p.m. to 1:00 p.m. as well as between 5:00 p.m. and 6:00 p.m. Between midnight and 8:30 a.m., an on-call judge is only available to hear warrant applications for major felony cases. During the hours of operation, arrest warrants are obtained by utilizing the process stated below.

An officer arresting a person between 8:30 a.m. and midnight will transport the arrestee to the DeKalb County Jail for booking and processing. The officer then goes to Magistrate Court and swears out a warrant for each offense in which the arrestee was charged. In order to complete the warrant form, the arresting officer must utilize the Electronic Warrant Interface (EWI) system. Upon arrival at the Magistrate Court, the officer will log into the EWI system on a computer and enter the necessary information regarding the defendant, offense, victim, etc. Once the warrant is completed, the officer will inform the clerk that they are ready to see the Magistrate Court Judge. The Magistrate Judge will then review and sign the warrant(s) and set a bond for each charge.

Officers seeking warrants for persons not in custody also have to go to Magistrate Court between 8:30 a.m. and midnight. An on-call judge is available after midnight to officers seeking warrants for major felony cases and/or search warrants only in extremely serious incidents.

In order to make using the DeKalb County Magistrate Court more efficient, agencies within the county can enter into an Intergovernmental Agreement (IGA) so that the agency can access the EWI system from their own police department. Agencies are required to purchase and devote a computer for the EWI system. The initial set up cost for the EWI system through a third party vendor is \$5,700 with an annual fee of \$1,300. This does not include the cost of the stand-alone computer. Once the agreement is executed and the equipment is in place, the third party vendor, the IT department for DeKalb County, and the City of Decatur's IT company (VC3) would facilitate getting the system operational. Once this occurs, Decatur Police officers will be able to log into the EWI system from the Decatur Police Department and obtain arrest warrants and search warrants while communicating via camera with a Magistrate Judge.

Without the signed agreement, the Decatur Police Department will not be able to access the EWI system without physically going to Magistrate Court. Being able to swear out warrants while at the Decatur Police Department through the EWI system will be more efficient and effective for Police Department staff and allow them to remain in the City of Decatur in the event they are needed to handle calls for service. All municipal police departments in DeKalb County have signed the agreement with the exception of the City of Atlanta Police Department. That agreement is still waiting to be signed off on by their legal department. All of the Intergovernmental Agreements signed by every municipal police department are the same. It is requested that the City Commission authorize the Mayor to execute the proposed Intergovernmental Agreement which would allow the Decatur Police Department to access the EWI system locally at the Police Department facilities in the City of Decatur.



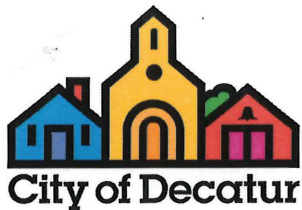
City Manager's Office
509 North McDonough Street
P.O. Box 220
Decatur, Georgia 30031
404-370-4102 ■ Fax 404-378-2678
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Memo

To: City Commission
From: Peggy Merriss, City Manager
Date: February 1, 2018
Re: Purchase of Electronic Control Device (TASER®)

The purpose of this memorandum is to recommend purchase of the electronic control device for TASER® equipment for the Police Department. A memorandum from Police Chief Mike Booker follows that outlines his request and provides background information.

It is recommended that the City Commission authorize the City Manager to execute the purchase contract and approve use of unallocated general fund balance in the amount of \$81,233 to cover the cost.

**Police Department**

420 West Trinity Place


P.O. Box 220

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404-373-6551 ■ Fax 404-370-4117

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TO: Peggy Merriss
City Manager

FROM: Mike Booker 
Police Chief

DATE: January 30, 2018

RE: Implementation of the Electronic Control Device (TASER)

Many police departments around the State of Georgia equip their officers with both OC pepper spray and TASER equipment in an effort to provide a full range of less-than-lethal weapon options for officers to use. Less-than-lethal weapon options are defined as any apprehension or restraint device that, when used as designed and intended, have less potential for causing death or serious injury compared to lethal weapons such as guns. The purpose for having less-than-lethal force options is to enhance officer safety, protect the City of Decatur against liability, decrease injuries to both officers and suspects, reduce citizen complaints, and potentially decrease the number of deadly force incidents. By adding less-than-lethal force options, officers have a wider range of choices to use to protect themselves as well as the community.

In 2008, a Special Grand Jury investigating officer-involved shootings involving the DeKalb County Police Department recommended that the officers be equipped with TASERS to assist them in use-of-force encounters. In the opinion of the Grand Jury, many of the officer-involved shootings that were investigated could have been avoided if officers had access to a TASER. Since that time there have been other officer-involved shootings throughout the United States where the courts, media and general public have found issue with the lack of availability of TASER equipment as a less than lethal force option. It has become an expected standard for departments to have TASER equipment in order to provide liability protection for the department and local government.

Decatur Police Department staff are currently equipped with OC pepper spray but are not issued TASER equipment. TASERS are less-than-lethal weapons that fire probes which adhere to a person's skin or clothing. A jolt of electrical current is delivered by the TASER causing temporary motor dysfunction in a person. TASER International (AXON) is the largest producer of the electronic control device and the name "TASER" has become synonymous with these less-than-lethal weapons. The effects of the jolt from a TASER are instantaneous and injuries are generally to incidents occurring from falling and superficial punctures wounds from where the probe strikes the skin. The immobilization and pain effects cease as soon as the TASER is no longer engaged.

Using OC pepper spray has several disadvantages when discharged. It might not be effective on mentally disturbed individuals or those under the influence of alcohol or drugs. Some individuals become more combative when sprayed. A potentially dangerous lag time exists between application and effect. Also, subtle changes in wind direction may effect officers and the general public as well.

The TASER has two advantages over OC pepper spray. First, the TASER causes temporary motor dysfunction which is effective on persons who are in a state of excited delirium. A person in a state of excited delirium is in crisis and their behavior is unpredictable. They may exhibit bizarre behavior, irrational speech, superhuman strength and a high threshold for pain. This can be caused by many factors including but not limited to being under the influence drugs and/or mental illness. Many times these people are involved in a violent struggle with police officers and are susceptible to in-custody death. According to the Institute for the Prevention of In-Custody Deaths, it is a best practice to utilize a TASER to subdue a person affected by excited delirium.

Second, the TASER provides an officer with another option besides use, or the threatened use, of deadly force. For instance, if a suspect is armed with a knife and becomes aggressive, a TASER may provide a reasonable option as opposed to the use of OC pepper spray, which does not have an instantaneous effect, and in many cases, could harm the general public or the officer. The other option, the officer's handgun, has a high likelihood of seriously injuring or killing the suspect.

It is our belief that providing TASERs to our officers will provide an effective tool to use for persons in a state of excited delirium and most importantly provide a viable lethal force alternative. A TASER can be that step between deadly force and assaultive behavior and be used as a last resort to lethal force.

Like any weapon we entrust our police officers to carry, we understand the importance of having a sound policy and proper training. When creating a sound policy we will consider, other department's policies, court rulings, prior litigation and manufacturer recommendations. No police officer with the Decatur Police Department will be able to carry and operate a TASER until they have been trained in our policy and have completed a TASER training program.

The initial certification course is 8 hours in length and it covers the basic functions of the TASER, how to deploy the TASER, exposure requirements, risk assessments and use of force training. After the certification course has been completed, all police officers will be required to take an additional course, which covers agency policy and procedure for the TASER. After completing of the initial certification, the police officers will be re-certified annually in the use of TASER. In both the certification and re-certification courses, officers are required to fire a minimum of two cartridges a year so they demonstrate proficiency. Policy and legal updates will be closely followed by the Department Training Officer, who will incorporate any of these changes in the department's annual in-service training.

The City of Decatur has a strong culture of restraint when it comes to use of force incidents. In 2017, the department arrested 701 individuals for various crimes and only used force 19 times, or the equivalent 3% of all arrests. The type of force used included:

- Soft Empty Hand Control (8 Incidents),
- OC Spray (0 Incidents),
- Hard Empty Hand Control (2 Incidents),
- ASP Baton (0 Incidents),
- Service Weapon Pointed at a Subject (9 incidents)
- Lethal Force (0 Incidents).

In 2016, the department arrested 578 individuals for various crimes and used force 24 times, or the equivalent of 4% of all arrests. The type of force used included:

- Soft Empty Hand Control (7 Incidents)
- OC Spray (0 Incidents)
- Hard Empty Hand Control/Service Weapon Pointed at a Subject (1 Incident)
- Hard Empty Hand Control (1 Incidents)
- ASP Baton (0 Incidents)
- Service Weapon Pointed at a Subject (15 incidents)
- Lethal Force (0 Incidents).

The Police Department would be equipping forty (47) officers with new TASERs and holsters. In addition to the TASERs and holsters, there is also additional equipment that must be purchased such as specialized batteries, duty cartridges, training cartridges and software to record and store data related to TASER use.

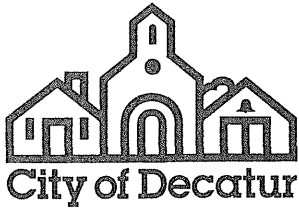
It is recommended that the City purchase the TASERs through the TASER Assurance Plan (TAP) which has also been used by the following agencies in the State of Georgia: Carroll County Sheriff's Department, Georgia Gwinnett College Police Department, Georgia State University Police Department, Gwinnett County Schools Police Department, Georgia Regents University, Grady County Sheriff's Department, Hall County Probation Department, Jeff Davis County Sheriff's Department, Paulding County Sheriff's Department, City of Perry Police Department, Savannah-Chatham County Narcotics Team, and the City of Smyrna Police Department.

TASER Assurance Plan (TAP)

The TASER Assurance Plan is a warranty/replacement program that provides a no questions asked five-year warranty. It also refreshes an agency's inventory of related equipment after the fifth year.

- Extended warranties at no cost for the first five years. For the second five year period, the extended warranty cost would be approximately \$15,000.
- Complete device refresh after 5 years.

TAP PROGRAM	
YEAR ONE	\$81,233
YEAR TWO	\$10,904.00
YEAR THREE	\$10,904.00
YEAR FOUR	\$10,904.00
YEAR FIVE	\$10,904.00
TOTAL	\$124,849.00



509 North McDonough Street
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404-370-4102 ■ Fax 678-553-6518
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February 1, 2018

TO: Peggy Merriss
City Manager

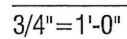
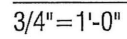
FROM: Hugh Saxon
Deputy City Manager

SUBJECT: City Park Identification Signs

The purpose of this memorandum is to recommend approval of a contract with Image Manufacturing Group (IMG) in the amount of \$24,500 for design, fabrication and installation of new aluminum freestanding identification signs at 12 City park facilities.

Each will include a City logo, park name and hours of operation. They will replace old wood and metal signs and provide a uniform identity for our park signage. Funds for this project are included in the 2017-18 budget.

IMG is an highly experienced signage firm and has fabricated and installed all of the City's wayfinding signs, as well as the large city limit sign in the island at Scott Boulevard and West Ponce de Leon and building identification signage at the Decatur Recreation Center and the Eloise Public Works Building.





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February 1, 2018

TO: Peggy Merriss
City Manager

FROM: Hugh Saxon
Deputy City Manager

RE: Trees Atlanta NeighborWoods Program

The purpose of this memorandum is to recommend approval of an agreement with Trees Atlanta to plant 100 trees at a cost of \$22,500 in the MAK and other south Decatur neighborhoods, Parkside Circle Park and along the new East Decatur Greenway Trail along the south east side of the United Methodist Children's Home. This will help restore canopy that has been lost due to the storms that caused so much damage last fall. Trees Atlanta has developed a planting plan, selected appropriate trees, and is providing project management, including recruiting volunteers and coordinating installation of the trees, with a focus on celebrating Arbor Day 2018.

Trees Atlanta also will be responsible for maintenance, watering, mulching for 2 years and provides a 2-year warranty for the trees. Funds are available in the tree bank fund for this project.

Trees Atlanta has partnered with the City of Decatur for over 2 decades in planting and maintaining trees, restoring woodland areas and providing professional expertise on enhancing the City's tree canopy. The City has participated in this program for the past 3 years with much success. Kay Evanovich, the City's landscape infrastructure coordinator, has worked with Trees Atlanta in planning this year's effort.



Public Works

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Decatur, Georgia 30031

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info@decaturga.com ■ www.decaturga.com

Memorandum

TO: Peggy Merriss
City Manager

FROM: David Junger
Assistant City Manager - Public Works 

DATE: January 31, 2018

RE: Acceptance of Drainage Facility Easements on the property at
1111 Oakview Road and 120 Maxwell Street

The purpose of this memo is to recommend that the City Commission authorize the Mayor to execute all documents necessary to accept easements for storm water drainage facilities on the properties at 1111 Oakview Road owned by Housing Authority of the City of Decatur and 120 Maxwell Street owned by Angela Marie Thompson-Paul and James G. Paul.

The grantors of the easements have met all of the required conditions as outlined in the memorandum prepared by Jennings Bell, Project Civil Engineer. Mr. Bell indicates that all of the drainage facilities have been built to City design and material standards.

It is recommended the City Commission authorize the Mayor to execute all documents necessary to accept drainage facility easements on the properties described above.



MEMORANDUM

TO: David Junger, Assistant City Manager – Public Works/Police

FROM: Jennings Bell, E.I.T., Project Civil Engineer *RJB*

DATE: January 25, 2018

RE: Decatur Housing Authority – 1111 Oakview Road, Completion and Acceptance of Drainage Facilities

This memorandum is being written to present a request from the Decatur Housing Authority (DHA) to the City Commission for acceptance of a Stormwater Management Facilities at the subject property referenced above.

The stormwater facilities completed by the DHA in preparation for redevelopment of the subject property includes a pipe system in the adjacent alley south of the subject property that primarily conveys runoff from uphill areas. See attached basin map and stormwater easement exhibit dated 12/22/2017. With cooperation from the adjacent property owner, the construction of the pipe system by the DHA addressed a historical stormwater issue that resulted in soil erosion around a corroded metal pipe and undermined the adjacent property's structure. Additionally, the DHA upgraded portions of the pipe located on the City owned property located at 1217 Oakview Road. The DHA will continue to maintain all stormwater infrastructure that directly serves their property, but has requested that the City assume ownership and maintenance responsibilities for components of the Sugar Creek drainage system that are conveying uphill runoff.

Other components of the drainage system that are City owned and maintained are the concrete open channel starting at the City limit, passing under 2nd Avenue, through the Lower Sugar Creek Detention Basin, and under 3rd Avenue to a headwall in the Spring Pointe Apartments property, as well as pipes in the City owned parcel at 1217 Oakview Road.

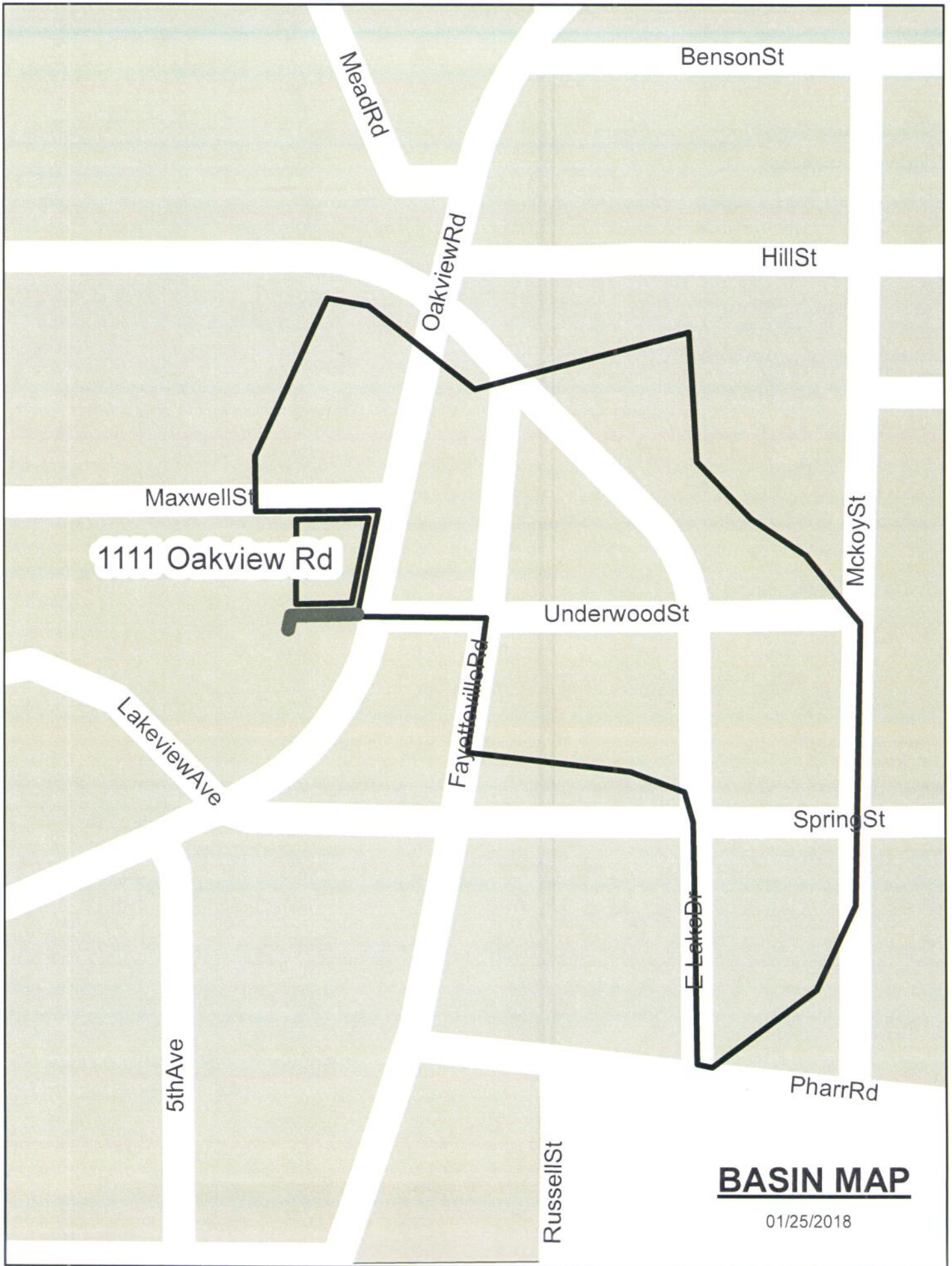
The City typically requires the following to be met in order to recommend that acceptance of stormwater drainage facilities be considered:

1. The system must be built to the City's design and material standards,
2. The stormwater drainage facility has been certified by a professional design engineer and confirmed by City Staff inspection,
3. The construction work must be performed by a State licensed utility contractor.
4. Adequate Easements must be conveyed to allow for proper maintenance.
5. Acceptance does not include any facilities exclusively serving a specific property.

The City's general engineering policy stating that responsibility for ownership and maintenance of stormwater facilities outside the public right-of-way should remain with the Property Owner, in accordance with City Ordinance Part IV UDO Section 9.7.C, will remain applicable.

DHA has addressed all of the above requirements with the exception of the construction work being performed by a State licensed utility contractor. The construction work was supervised by the design engineer and the DHA representative. Additionally, the design engineer provided certification that the work was performed per the approved plans. City staff have inspected and passed the final construction. See attachment for the easement agreement.

Based on the provided information and the completion of the above requirements, City Staff is recommending the consideration for acceptance of the stormwater facility. Upon execution, the easements and the bill of sale will be recorded with the City Clerk and the DeKalb County Clerk to be entered into public record.



BensonSt

HillSt

MeadRd

OakviewRd

MaxwellSt

1111 Oakview Rd

UnderwoodSt

MckoySt

LakeviewAve

FayettevilleRd

SpringSt

E LakeDr

PharrRd

5thAve

RussellSt

BASIN MAP

01/25/2018

Return to:
Scott Candler, IV
McCurdy & Candler, L.L.C.
160 Clairemont Avenue
Suite 550
Decatur, GA 30030
File no.: 1023.00038

STORM SEWER EASEMENT AGREEMENT

THIS STORM SEWER EASEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2017, by and between **HOUSING AUTHORITY OF THE CITY OF DECATUR, GEORGIA**, a public body corporate and politic ("Grantor"), whose address is 750 Commerce Drive, Suite 400, Decatur, Georgia 30030, and the **CITY OF DECATUR**, a municipal corporation of the State of Georgia ("Grantee") whose address is 509 N. McDonough Street, Decatur, GA 30030.

WITNESSETH:

WHEREAS, Grantee desires to operate, maintain, replace and repair certain storm water sewer lines, manholes, drains, pipes, and other storm water sewer facilities (collectively, the "Storm Water Facilities") on, over, under and across the areas described and depicted on the plat and respective legal description attached hereto as Exhibits "A-1" and "A-2" and by this reference made a part hereof (the "Easement Areas"); and

WHEREAS, Grantor intends to grant to Grantee an easement on, over and across that portion of the Easement Areas in which Grantor has an interest for the purposes of operating, maintaining, replacing and repairing the Storm Water Facilities and to convey the Storm Water Facilities to Grantee; and

WHEREAS, Grantee wishes to accept the conveyance of the Storm Water Facilities and the grant of the easement over the Easement Areas to Grantee.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and the Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, over, under and across that portion of the Easement Areas in which Grantor has an interest for the purposes of operating, maintaining, replacing and repairing the Storm Water Facilities and an non-exclusive easement over that portion of the Easement Areas in which Grantor has an interest for all ingress, egress and access rights necessary for such operation, maintenance, replacement and repair of the Storm Water Facilities. To have and to hold said easement unto said Grantee, its successors and assigns, for the term stated above and the said Grantor will warrant and forever defend the right and title to that portion of the Easement Areas in which Grantor has an interest unto Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor.

2. Conveyance of Storm Water Facilities. Concurrently with the execution of this Easement Agreement, Grantor is conveying to Grantee all right, title and interest of Grantor in the Storm Water Facilities located in and beyond the Easement Areas, which facilities are more specifically set forth on the Bill of Sale attached hereto as Exhibit "B."

3. Conditions and Obligations with Respect to the Easement.

- a. The use of the Easement Areas by Grantee shall be in accordance with all laws, ordinances, codes and regulations of all governmental authorities having jurisdiction over the Easement Areas, and the Easement Areas shall remain free and clear of all liens and other encumbrances arising out of the construction, installation, operation, maintenance, replacement and repair of the Storm Water Facilities.
- b. Grantor reserves all its right, title, and interest in and to the Easement Areas incident to the fee estate thereof and for any and all purposes not inconsistent with the use of such area as expressly permitted herein.
- c. Grantor covenants to Grantee that no buildings or permanent structures will be constructed upon, over or across that portion of the Easement Areas in which Grantor has an interest, which would prevent Grantee from exercising the rights granted by this Easement. Temporary structures will be permitted so long as Grantor covenants to immediately remove said structures if they interfere with the exercise of Easement rights by the Grantee.
- d. The construction, installation, operation, maintenance, replacement and repair of the Storm Water Facilities in the Easement Areas shall be undertaken and completed in a good, workmanlike and lien free manner.
- e. The easement rights granted herein and the responsibilities associated therewith shall temporarily extend from time to time to the areas of Grantor's property adjacent to the Easement Areas only as reasonably necessary to allow access for equipment necessary to operate, maintain, replace and repair the Storm Water Facilities, but only upon Grantor's being provided sufficient notice prior to the intended access, which notice in no event shall be less than five (5) business days, unless an emergency situation requires access sooner.
- f. In the event that particular portions of the Storm Water Facilities are difficult to access for maintenance, replacement and repair, due to the presence of other infrastructure in close proximity, Grantor and Grantee covenant to cooperate in good faith to determine means by which Grantee can reasonably access such portions of the Storm Water Facilities.

4. Indemnification. To the extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, together with Grantor's employees, agents and tenants, from and against any and all claims, costs, expenses, injuries, damage and liabilities which may arise in connection with the use or exercise of any or all rights and privileges granted to the Grantee herein, excluding, however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence of Grantor, its agents, employees, or tenants.

5. Successors and Assigns. The easements contained herein shall be binding upon and inure to the

benefit of Grantor and Grantee and their respective successors in title of their respective estates in the Easement Areas. All terms and obligations of Grantee and Grantor hereunder shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title of their respective estates in the Easement Areas; provided the terms and obligations herein are only personal to and enforceable against the Grantee and Grantor or their successors-in-title, as the case may be, owning title (fee or easement) to the Easement Areas at the time any liability or claim arising under this Agreement shall have accrued; it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement to the extent accruing after the date of such conveyance.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Grantee and Grantor relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

HOUSING AUTHORITY OF THE CITY OF DECATUR,
GEORGIA

Witness

By: _____
Melissa B. Heffner, Chair

Notary Public

Attested: _____
Douglas S. Faust, Secretary/Treasurer

My Commission Expires:

[NOTARY SEAL]

GRANTEE:

Signed, sealed and delivered in the presence of:

CITY OF DECATUR

Witness

By: _____

Title: _____

Notary Public

Attest: _____
City Clerk

My Commission Expires:

[NOTARY SEAL]

Exhibit “A-1”

Plat Depicting Storm Sewer Easement Area

[See attached]

JOB NUMBER:	0150010000
SCALE:	$V = 20V$
DATE:	1/27/70

817 W. PEACHTREE STREET, NW
THE BILTMORE, SUITE 601
ATLANTA, GEORGIA 30308
PHONE (404) 415-8700 | www.kimley-horn.com

Exhibit "A-2"

Legal Description Storm Sewer Easement

Being all that tract or parcel of land lying and being in Land Lot 213 of the 15th District of DeKalb County, Georgia and being more particularly described as follows:

BEGINNING at a point where the southerly side of Maxwell Street (having an apparent 50' public R/W) intersects the northwesterly side of Oakview Road (having an apparent 50' public R/W); running thence along the northwesterly side of Oakview Road south $11^{\circ} 55' 41''$ west, a distance of 224.03 feet to the **POINT OF BEGINNING** on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W);

THENCE, leaving the aforesaid Right-of-Way Line of Oakview Road and continuing south $87^{\circ} 43' 15''$ west, 151.50 feet to a point; thence continuing south $6^{\circ} 21' 15''$ east, 10.89 feet to a point; thence continuing north $88^{\circ} 30' 29''$ east, 10.04 feet to a point; thence continuing north $6^{\circ} 21' 15''$ west, 1.00 feet to a point; thence continuing north $87^{\circ} 43' 15''$ east, 137.99 feet to a point on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W); thence continuing along the Right-of-Way Line of Oakview Road north $13^{\circ} 37' 14''$ east, 7.90 feet to a point on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W); thence continuing along the Right-of-Way Line of Oakview Road north $11^{\circ} 55' 41''$ east, 2.47 feet back to the **POINT OF BEGINNING** on the Right-of-Way Line of Oakview Road.

Exhibit “B”

Bill of Sale

[See attached]

BILL OF SALE

The undersigned, for good and valuable consideration, hereby grants, bargains, sells and conveys unto the City of Decatur all of their right, title and interest in the following storm drainage facilities:

1111 Oakview Storm Drain Facilities
as identified on the attached Exhibit A

The undersigned warrant to the City of Decatur the right and title to said facilities.

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument this ____ day of _____, 2018.

Signed, sealed and delivered in the
presence of:

HOUSING AUTHORITY OF THE CITY OF
DECATUR, GEORGIA

Witness

By: _____
Melissa B. Heffner, Chair

Notary Public

Attest: _____
Douglas S. Faust, Secretary/Treasurer

Exhibit A
To Bill of Sale

1111 Oakview Storm Drain Facilities referenced in Bill of Sale

Storm Structures:

JB 1.0

JB 1.1

DI 1.2

Storm Pipe:

Between JB 1.0 and JB 1.1

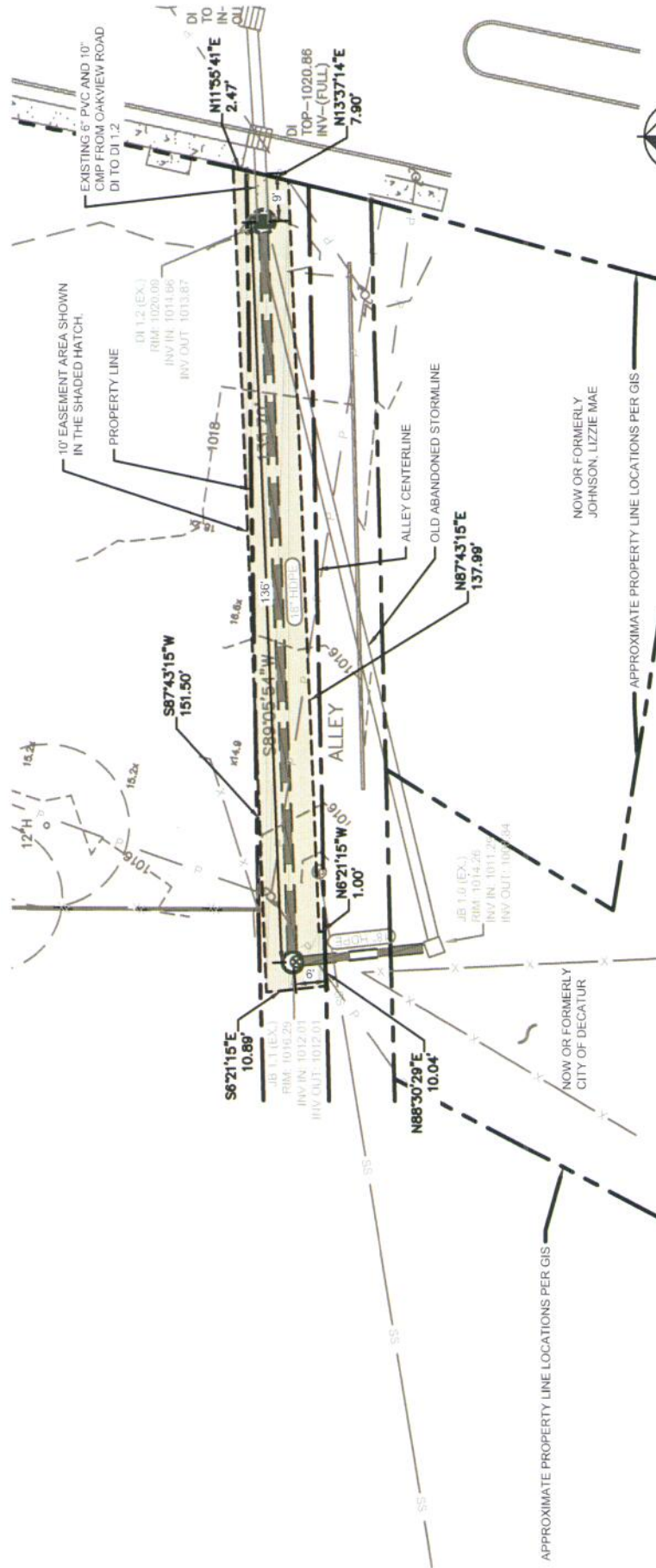
24 LF of 18" HDPE

Between JB 1.1 and DI 1.2

136 LF of 18" HDPE

Between DI 1.2 and End of Easement

9 LF of 10" CMP and 9 LF of 6" PVC



Return to:
Scott Candler, IV
McCurdy & Candler, L.L.C.
160 Clairemont Avenue
Suite 550
Decatur, GA 30030
File no.: 1023.00038

STORM SEWER EASEMENT AGREEMENT

THIS STORM SEWER EASEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2017, by and between **ANGELA MARIE THOMPSON-PAUL** and **JAMES G. PAUL** ("Grantor"), whose address is 120 Maxwell Street, Decatur, Georgia 30030, and the **CITY OF DECATUR**, a municipal corporation of the State of Georgia ("Grantee") whose address is 509 N. McDonough Street, Decatur, GA 30030.

WITNESSETH:

WHEREAS, Grantee desires to operate, maintain, replace and repair certain storm water sewer lines, manholes, drains, pipes, and other storm water sewer facilities (collectively, the "Storm Water Facilities") on, over, under and across the areas described and depicted on the plat and respective legal description attached hereto as Exhibits "A-1" and "A-2" and by this reference made a part hereof (the "Easement Areas"); and

WHEREAS, Grantor intends to grant to Grantee an easement on, over and across that portion of the Easement Areas in which Grantor has an interest for the purposes of operating, maintaining, replacing and repairing the Storm Water Facilities; and

WHEREAS, Grantee wishes to accept the grant of the easement over the Easement Areas to Grantee.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and the Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, over, under and across that portion of the Easement Areas in which Grantor has an interest for the purposes of operating, maintaining, replacing and repairing the Storm Water Facilities and a non-exclusive easement over that portion of the Easement Areas in which Grantor has an interest for all ingress, egress and access rights necessary for such operation, maintenance, replacement and repair of the Storm Water Facilities. To have and to hold said easement unto said Grantee, its successors and assigns, for the term stated above and the said Grantor will warrant and forever defend the right and title to said Easement (insofar as it is situated upon that portion of the Easement Areas in which Grantor has an interest) unto Grantee, its successors and assigns, against the claims of all persons claiming by, through or under Grantor.

2. Conditions and Obligations with Respect to the Easement.

- a. The use of the Easement Areas by Grantee shall be in accordance with all laws, ordinances, codes and regulations of all governmental authorities having jurisdiction over the Easement Areas, and the Easement Areas shall remain free and clear of all liens and other encumbrances arising out of the construction, installation, operation, maintenance, replacement and repair of the Storm Water Facilities.
- b. Grantor reserves all its right, title, and interest in and to the Easement Areas incident to the fee estate thereof and for any and all purposes not inconsistent with the use of such area as expressly permitted herein.
- c. Grantor covenants to Grantee that no buildings or permanent structures will be constructed upon, over or across that portion of the Easement Areas in which Grantor has an interest, which would prevent Grantee from exercising the rights granted by this Easement. Temporary structures will be permitted so long as Grantor covenants to immediately remove said structures if they interfere with the exercise of Easement rights by the Grantee.
- d. The construction, installation, operation, maintenance, replacement and repair of the Storm Water Facilities in the Easement Areas shall be undertaken and completed in a good, workmanlike and lien free manner.
- e. The easement rights granted herein and the responsibilities associated therewith shall temporarily extend from time to time to the areas of Grantor's property adjacent to the Easement Areas only as reasonably necessary to allow access for equipment necessary to operate, maintain, replace and repair the Storm Water Facilities, but only upon Grantor's being provided sufficient notice prior to the intended access, which notice in no event shall be less than five (5) business days, unless an emergency situation requires access sooner.
- f. In the event that particular portions of the Storm Water Facilities are difficult to access for maintenance, replacement and repair, due to the presence of other infrastructure in close proximity, Grantor and Grantee covenant to cooperate in good faith to determine means by which Grantee can reasonably access such portions of the Storm Water Facilities.

4. Indemnification. To the extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless Grantor, together with Grantor's employees, agents and tenants, from and against any and all claims, costs, expenses, injuries, damage and liabilities which may arise in connection with the use or exercise of any or all rights and privileges granted to the Grantee herein, excluding, however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence of Grantor, its agents, employees, or tenants.

5. Successors and Assigns. The easements contained herein shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title of their respective estates in the Easement Areas. All terms and obligations of Grantee and Grantor hereunder shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title of their respective estates in the Easement Areas; provided the terms and obligations herein are only personal to and enforceable against the Grantee and Grantor or their successors-in-title, as the case may be, owning title (fee or easement) to the Easement Areas at the time any liability or claim arising under this Agreement

shall have accrued; it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement to the extent accruing after the date of such conveyance.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Grantee and Grantor relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Agreement under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness

Angela Marie Thompson-Paul

Notary Public

James G. Paul

My Commission Expires:

[NOTARY SEAL]

GRANTEE:

CITY OF DECATUR

Signed, sealed and delivered in the presence of:

Witness

By: _____

Title: _____

Notary Public

Attest: _____
City Clerk

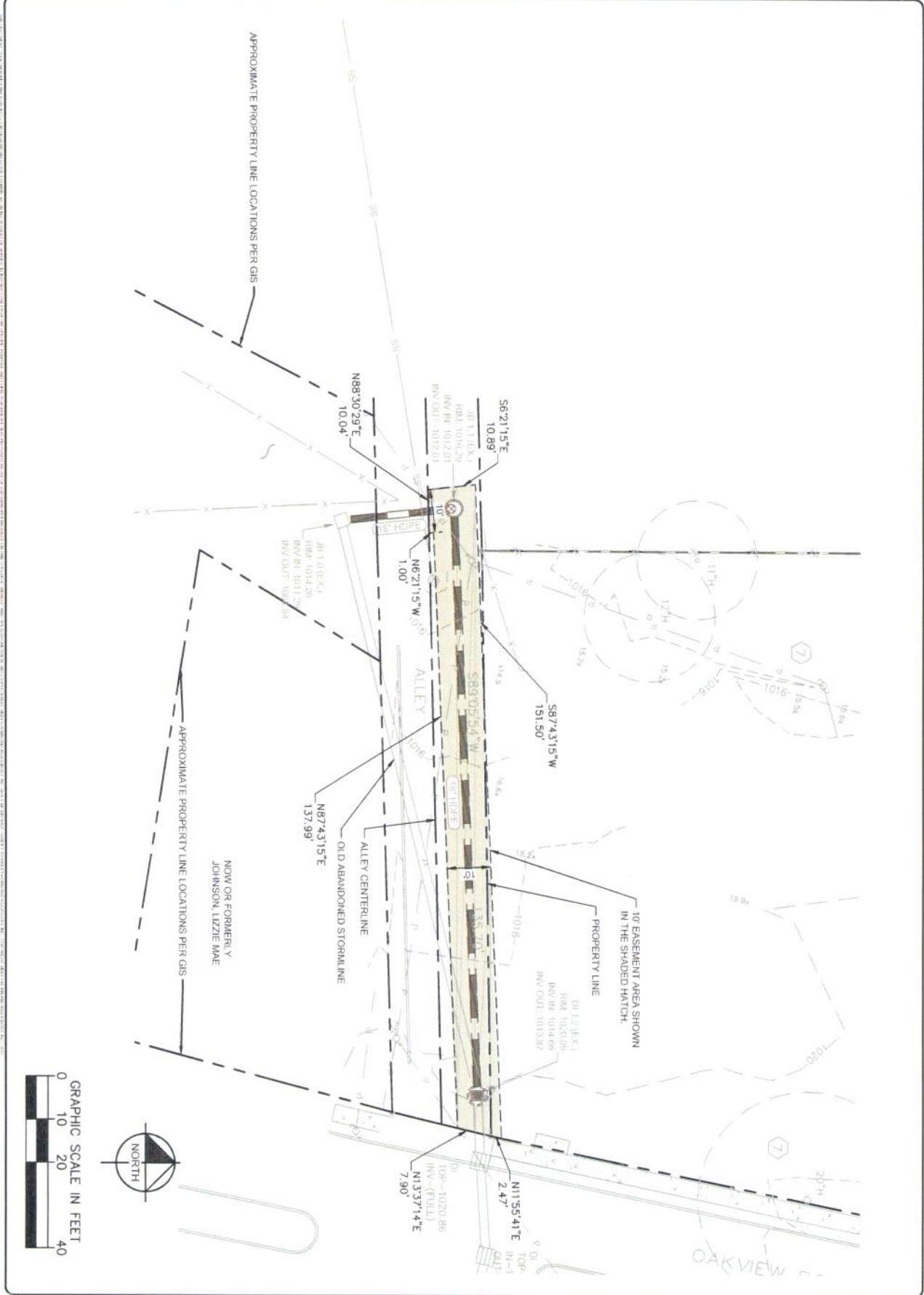
My Commission Expires:

[NOTARY SEAL]

Exhibit “A-1”

Plat Depicting Storm Sewer Easement Area

[See attached]



<p>SHEET EXHIBIT A</p>	<p>JOB NUMBER: 015011000 SCALE: 1" = 40' DATE: 11/22/2017</p>	<p>PROJECT: DHA 1111 OAKVIEW</p>	<p>TITLE: STORM EASEMENT EXHIBIT</p>	<p>CLIENT: DECATUR HOUSING AUTHORITY</p>	<p>Kimley»Horn 817 W. PEACHTREE STREET, NW THE BILTMORE, SUITE 601 ATLANTA, GEORGIA 30308 PHONE: (404) 415-8700 www.kimley-horn.com</p>
----------------------------	---	---	---	---	--

Exhibit "A-2"

Legal Description Storm Sewer Easement

Being all that tract or parcel of land lying and being in Land Lot 213 of the 15th District of DeKalb County, Georgia and being more particularly described as follows:

BEGINNING at a point where the southerly side of Maxwell Street (having an apparent 50' public R/W) intersects the northwesterly side of Oakview Road (having an apparent 50' public R/W); running thence along the northwesterly side of Oakview Road south $11^{\circ} 55' 41''$ west, a distance of 224.03 feet to the **POINT OF BEGINNING** on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W);

THENCE, leaving the aforesaid Right-of-Way Line of Oakview Road and continuing south $87^{\circ} 43' 15''$ west, 151.50 feet to a point; thence continuing south $6^{\circ} 21' 15''$ east, 10.89 feet to a point; thence continuing north $88^{\circ} 30' 29''$ east, 10.04 feet to a point; thence continuing north $6^{\circ} 21' 15''$ west, 1.00 feet to a point; thence continuing north $87^{\circ} 43' 15''$ east, 137.99 feet to a point on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W); thence continuing along the Right-of-Way Line of Oakview Road north $13^{\circ} 37' 14''$ east, 7.90 feet to a point on the Right-of-Way Line of Oakview Road (having an apparent 50' public R/W); thence continuing along the Right-of-Way Line of Oakview Road north $11^{\circ} 55' 41''$ east, 2.47 feet back to the **POINT OF BEGINNING** on the Right-of-Way Line of Oakview Road.



City Manager's Office
509 North McDonough Street
P.O. Box 220
Decatur, Georgia 30031
404-370-4102 ■ Fax 404-378-2678
info@decaturga.com ■ www.decaturga.com

Memo

To: City Commission

From: Peggy Merriss, City Manager

Date: February 1, 2018

Re: FY 2017-2018 Grant for the Decatur Arts Alliance

The purpose of this memorandum is to request that the City Commission authorize the City Manager to execute a "Contract for Services" to provide a \$12,000 grant for the Decatur Arts Alliance.

The City and the Decatur Arts Alliance have worked closely together for a number of years to further the City's strategic plan goals and the goals of the Cultural Arts Master Plan for the purpose of supporting and enhancing the arts and arts education for residents, students and visitors. In addition, the Decatur Arts Alliance sponsors and organizes community events and arts festivals that recognize and support local artists and support and enhance local businesses.

It is recommended that the City Commission authorize the City Manager to execute an agreement with the Decatur Arts Alliance and allocate the annual grant from fiscal year 2017-2018 (\$12,000).

CONTRACT FOR SERVICES

State of Georgia

County of DeKalb

THIS AGREEMENT, made and entered into as of the ____ day of ____, 2018 by and between the CITY OF DECATUR, GEORGIA, a municipal corporation created by an Act of the Legislature of the State of Georgia, hereinafter referred to as "City," and the Decatur Arts Alliance, Inc., hereinafter referred to as "Arts Alliance," a non-profit corporation of said State of Georgia,

WHEREAS, the Arts Alliance is a non-profit community-based organization that is made up of volunteers who provide countless hours of time and sponsors the Decatur Arts Festival, the YEA! event for young emerging artists, the Oakhurst Porchfest, and the Decatur Wine Festival; and,

WHEREAS, the Arts Alliance is a partnership of artists, business owners, and residents dedicated to supporting and enhancing the arts in the City of Decatur and is committed to supporting the arts and arts education for the continued enjoyment for residents, students and visitors to the City of Decatur; and,

WHEREAS, the Arts Alliance is necessary in order to provide for a collaborative environment that coordinates the interests of artists, gallery owners, theater groups, dance groups and performance venues within Decatur and to develop the City as a strong arts community; and,

WHEREAS, the City Commission of the City of Decatur, Georgia deems that supporting the arts and arts education to be in the public interest by promoting the health, prosperity, good order and welfare of the City and its inhabitants; and,

WHEREAS, the City Commission of the City of Decatur, Georgia deems that the Arts Alliance provides essential services to community residents, students, business owners and visitors in the City of Decatur; and,

WHEREAS, the City desires to contract with the Arts Alliance to continue to provide assistance in implementing goals of the City of Decatur 2010 Strategic Plan and the City of Decatur Arts Master Plan.

THEREFORE, in exchange for good and valuable consideration, including the above-described services, the City hereby agrees to provide a grant of \$12,000 to the Arts Alliance for the express purpose of providing assistance in implementing goals included in the City of Decatur 2010 Strategic Plan and in the City of Decatur Arts Master Plan.

Such distribution of the Grant Funds by the City is expressly conditioned upon the letter of January 2, 2018 from the Chair of the Decatur Arts Alliance and attached as "Exhibit A."

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed by their respective authorized officers, their respective seals to be hereunto affixed, and these presents delivered in duplicate copies as of the day and year above written.

Signed, sealed and delivered by

CITY OF DECATUR, GEORGIA

BY: _____

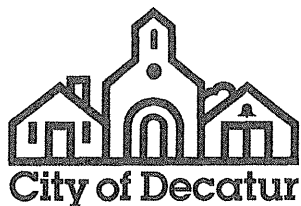
In the presence of:

Signed, sealed and delivered by

DECATUR ARTS ALLIANCE, INC.

BY: _____

In the presence of:



Community and Economic Development

509 North McDonough Street

P.O. Box 220

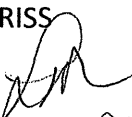
Decatur, Georgia 30031

404-371-8386 ■ Fax 404-371-1593

info@decaturga.com ■ www.decaturga.com

MEMORANDUM

TO: PEGGY MERRISS

FROM: LYN MENNE 
COURTNEY FRISCH 

RE: DESIGNATION OF FOUR ON-STREET PARKING SPACES FOR ELECTRIC
VEHICLE CHARGING

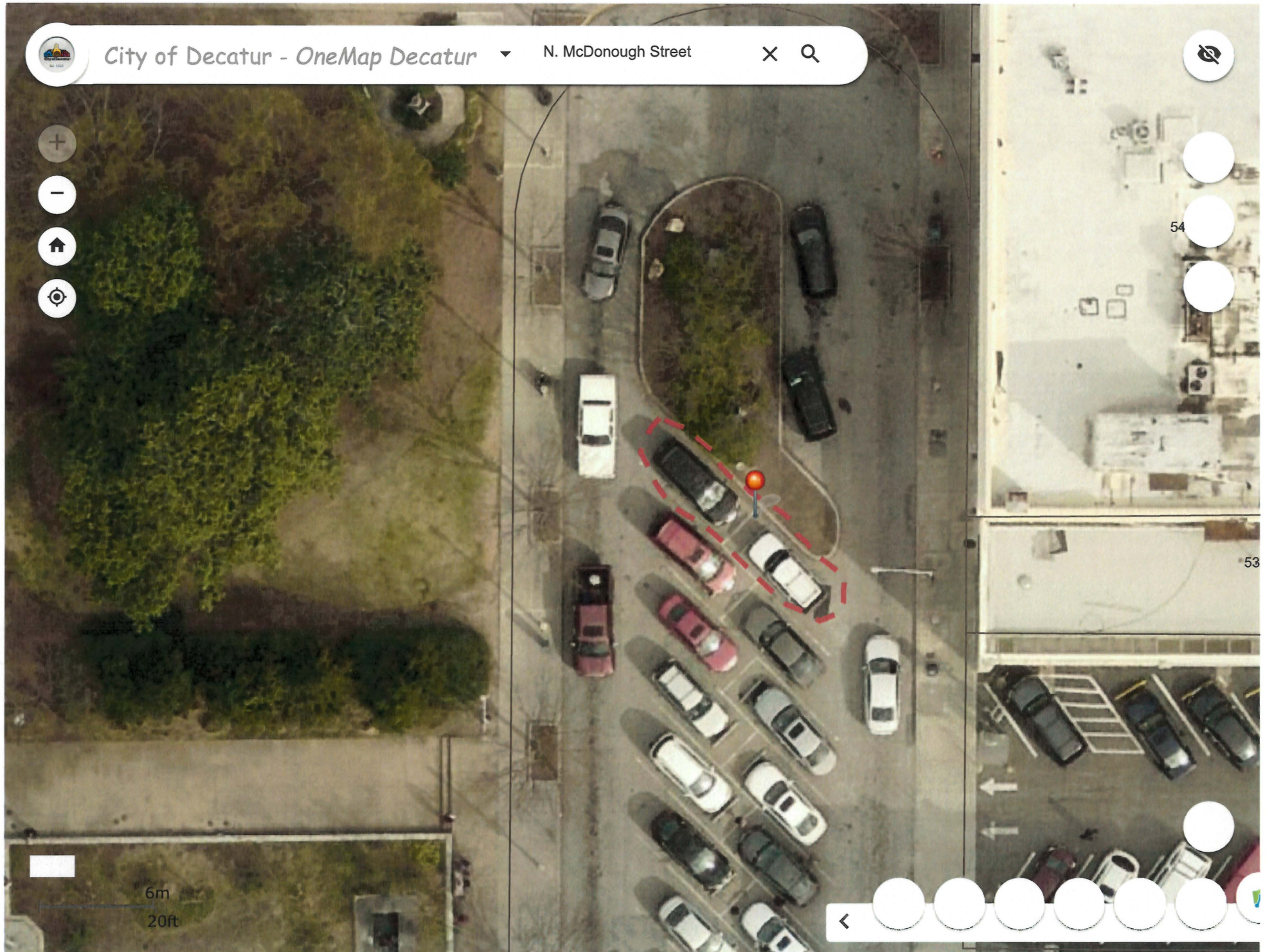
DATE: FEBRUARY 2, 2018

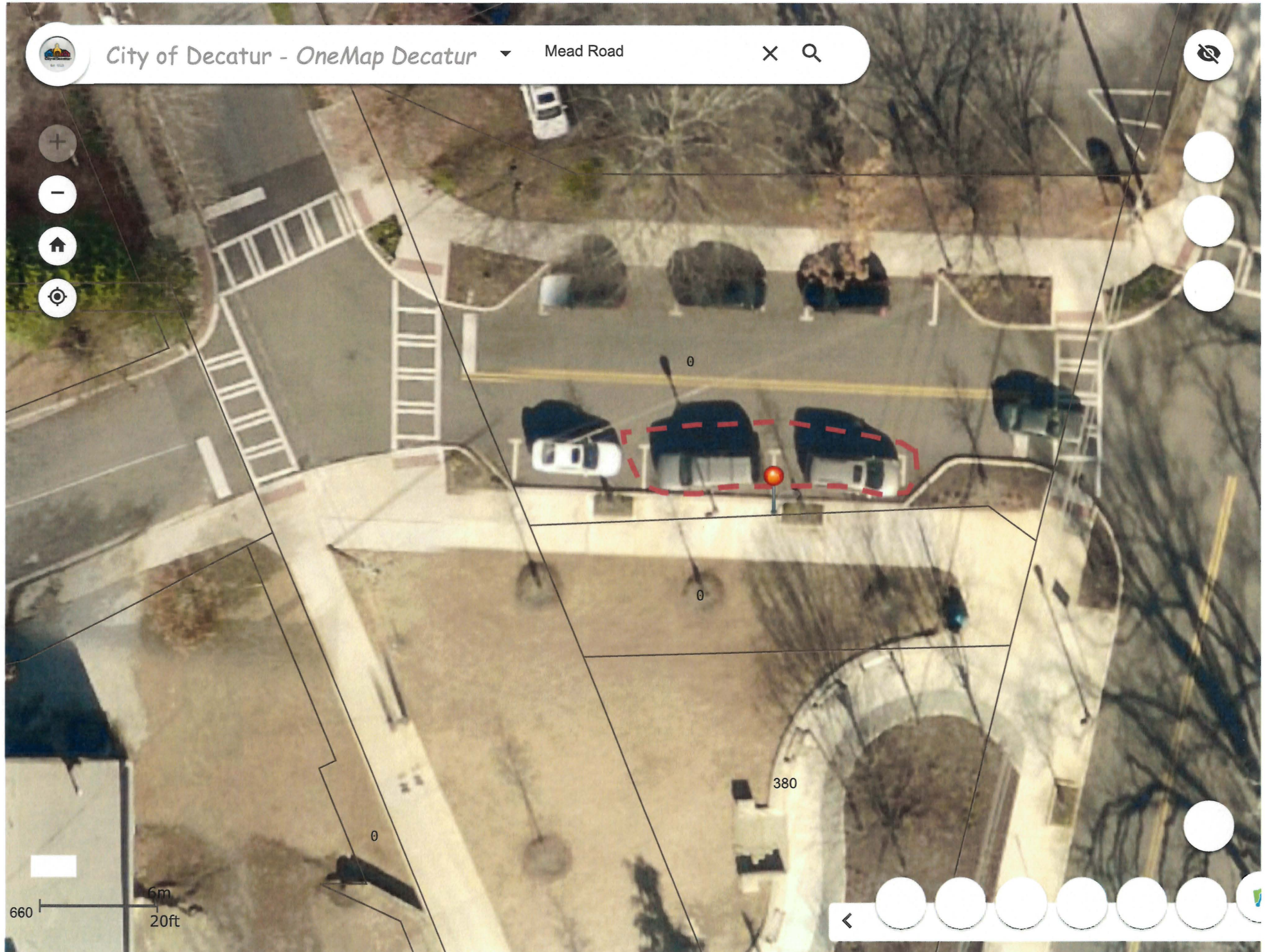
The purpose of this memorandum is to request City Commission approval to designate two parking spaces in the 500 block of N. McDonough and two parking spaces on Mead Road adjacent to Harmony Park as electric vehicle charging spaces. A map showing the location of these spaces is attached.

There will initially be no charge for the cost of electricity at these stations. However, these parking spaces will be subject to a two-hour parking limit. Cars parking in the N. McDonough spaces will be required to pay the regular parking fee charged for all downtown parking spaces and abide by the two hour parking limit. We will evaluate the cost of electrical service at the end of the first year.

The Decatur Development Authority is assuming the cost of the installation of the electric vehicle charging stations at these locations. Each site will have one station that can serve two vehicles at a time. The DDA is working with ChargePoint, Inc to handle the installation and provide monitoring and maintenance of the equipment. The location of these stations will be indicated on an on-line map used by electric vehicle owners to find charging stations.

The installation of electric vehicle charging stations has been a goal for the City and supported by the Environmental Sustainability Board. Courtney Frisch and I have been working for the past several months to identify the best locations for these stations. ChargePoint, Inc. has a similar installation on the Agnes Scott campus which allowed us to see how the system worked and view the durability of the equipment.





Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Tel: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys At Law

J. Alexander Brock
Direct Tel: (404) 815-3603
Direct Fax: (404) 685-6903
jabrock@sgrlaw.com

November 15, 2017

Peggy Merriss
City of Decatur
509 N McDonough St.
Decatur, GA 30030

Re: Annexation Request

Dear Ms. Merriss:

Please find enclosed a 100 Percent Method of Annexation Petition requesting the annexation of the following properties into the City of Decatur, GA:

- 2700 Grove Street (Parcel ID No: 1524801001);
- 173 Grove Place, Parcel ID No: 1524830013);
- 165 Grove Place (Parcel ID No: 1524830006);
- 161 Grove Place (Parcel ID No: 1524830009);
- 153 Grove Place (Parcel ID No: 1524830007);
- 2688 East Ponce De Leon Ave. (Parcel ID No: 1524802001);
- 2700 East Ponce De Leon Ave. (Parcel ID No: 1524802002);
- 2706 East Ponce De Leon Ave. (Parcel ID No: 1524802003);
- 2716 East Ponce De Leon Ave. (Parcel ID No: 1524830003);
- 2734 East Ponce De Leon Ave. (Parcel ID No: 1524830004);
- 2748 East Ponce De Leon Ave. (Parcel ID No: 1524830014); and
- ~~2752 East Ponce De Leon Ave. (Parcel ID No: 1524830005).~~

In addition to the 100 Percent Method of Annexation Petition, we have also attached the property owners' signed authorizations as well as a legal description and survey of the property to be annexed.

[Signature Below]



Atlanta | Austin | Jacksonville | London | Munich | New York | Southampton | Washington, D.C.

City of Decatur
November 15, 2017
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Alexander Brock', with a stylized flourish extending to the right.

J. Alexander Brock
Attorney At Law

JAB/1767
Enclosures

PETITION REQUESTING 100% ANNEXATION

November 15, 2017

To the City Commission of Decatur, Georgia.

1. We, the undersigned, all of the owners of all real property of the territory described herein respectfully request that the Decatur City Commission annex this entire lot to the City of Decatur, Georgia, and extend the city boundaries to include the same. The real property being owned by the persons or entities as described below and the signed authorizations for said annexation attached hereto as Attachment A*.

Property Owner	Parcel ID	Address
Bagley Group, LLC	15-248-30-013	173 Grove Place
Anthony Ray Newman	15-248-01-001	2700 Grove Street
Rabon Larue Newman	15-248-30-006	165 Grove Place
	15-248-30-009	161 Grove Place
The Estate of Ronald T. Melton (Maria M. Taylor)	15-248-30-007	153 Grove Place
	15-248-30-003	2716 E. Ponce de Leon Ave.
The Estate of Alton P. Adams, Jr. (Ann D. Dinesmore, Executor)		
Wendy M. McClellan		
Southeastern Plumbing Co. (Michelle Elliott, Pres.)		
Kelly E. Rimmer	15-248-02-003	2706 E. Ponce de Leon Ave.
Donald C. Wilmot	15-248-02-002	2700 E. Ponce de Leon Ave.
Devenco Productions, Inc. (Wayne Auston, CEO) (Cathy Bayne, President)	15-248-02-001	2688 E. Ponce de Leon Ave.
Marion Hayes Eugeno	15-248-30-004	2734 E. Ponce de Leon Ave.
Mary Fort Eugeno	15-248-30-014	2748 E. Ponce de Leon Ave.
EDS Ponce, LLC	15-248-30-005	2752 E. Ponce de Leon Ave.*

~~*The survey for the property located at 2752 E. Ponce de Leon Ave. is attached as separate from the remaining eleven parcels.~~

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

8.9036 ACRE TRACT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 248 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGIN at the railroad spike found at the intersection of the right-of-way of East Ponce de Leon Avenue (right-of-way varies) where it intersects the line dividing Land Lots 247 & 248; thence running along said right-of-way line the following calls and distances:

- North 74 degrees 16 minutes 07 seconds East a distance of 275.66 feet to a point;
- North 73 degrees 51 minutes 53 seconds East a distance of 50.11 feet to a point;
- North 66 degrees 46 minutes 58 seconds East a distance of 180.79 feet to a point;
- thence along an arc of a curve to the left an arc distance of 117.97 feet to a point (said curve having a radius of 1111.67 feet with a chord bearing of North 58 degrees 48 minutes 09 seconds East a distance of 117.92 feet to a point);
- thence North 05 degrees 24 minutes 20 seconds East a distance of 12.27 feet to a point;
- thence along an arc of a curve to the left an arc distance of 170.02 feet to a point (said curve having a radius of 1102.71 feet with a chord bearing of North 50 degrees 56 minutes 21 seconds East a distance of 169.86 feet to a point);

thence leaving said right-of-way North 19 degrees 46 minutes 07 seconds West a distance of 230.59 feet to a point marked by a ½" rebar;

thence South 85 degrees 23 minutes 54 seconds West a distance of 23.91 feet to a point;

thence North 04 degrees 56 minutes 32 seconds East a distance of 125.83 feet to a point;

thence South 87 degrees 08 minutes 05 seconds East a distance of 5.76 feet to a point;

thence North 05 degrees 31 minutes 08 seconds East a distance of 103.70 feet to a point;

thence North 85 degrees 53 minutes 00 seconds West 344.61 feet to a point marked by a R/W monument located along the northeasterly right-of-way line of North Arcadia Avenue (100' right-of-way);

thence continuing along said right-of-way South 39 degrees 13 minutes 45 seconds West a distance of 396.63 feet to a point;

thence leaving said right-of-way South 04 degrees 59 minutes 05 seconds West a distance of 503.04 feet to a point, said point being the **POINT OF BEGINNING**.

See Attachment B - Legal Description and Boundary Survey, prepared by Boundary Zone, Inc. and dated October 28, 2016.

Additionally, the petition includes all of the parcel or tract of land located at 2752 East Ponce De Leon Ave. (Parcel ID No: 1524830005).

~~See Attachment B - Parcel map for at 2752 East Ponce De Leon Ave. (Parcel ID No: 1524830005)~~

Attachment A

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11/9/17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(1) (WE). JAMES C. BAGLEY - MANAGING MEMBER, THE BAGLEY GROUP, LLC
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

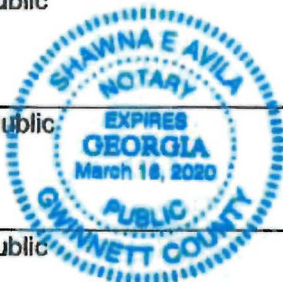
(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.

Shawna E. Avila
Notary Public

Notary Public

Notary Public



Owner

Owner

Owner

JAMES C. BAGLEY
MANAGING MEMBER

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11-8-17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

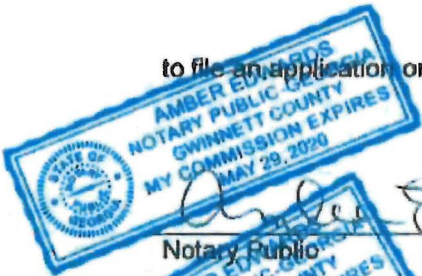
TO WHOM IT MAY CONCERN:

(1) (WE), Anthony Ray Newman and Rabon Larue Newman
(Name of owner(s))

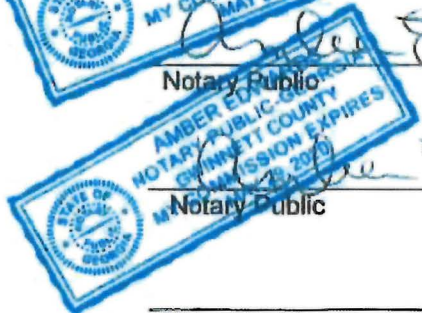
being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.



Notary Public



Notary Public

Notary Public

Anthony Ray Newman
Owner Anthony Ray Newman

Rabon Larue Newman
Owner Rabon Larue Newman

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11/13/17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(I) (WE), MARIE M. Taylor and ANN D. DINSMORE
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.

[Signature]
Notary Public

My commission expires: Nov 8th, 2018

[Signature]
Notary Public

My commission expires: Nov 8th, 2018

Notary Public

[Signature]
Owner

MARIA M. Taylor - Executrix
The Estate of Ronald T. Moffat

[Signature]
Owner

ANN D. Dinsmore - Executrix
The Estate of Allen P. Adams, Jr.

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11/13/17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(I) (WE), Wendy M. McClellan & Michelle Elliott
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.

Patricia E. McDaniel
Notary Public
my commission expires: Nov 8th, 2018

Patricia E. McDaniel
Notary Public
my commission expires: Nov 8th, 2018

Notary Public

Wendy M. McClellan
Owner Wendy M. McClellan

Michelle Elliott
Owner Michelle Elliott - President
Southeastern Plumbing Company

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property

DATE 11/14/12

CHECK TYPE OF APPLICATION

☒ LAND USE PLAN

☒ REZONE / VARIANCE

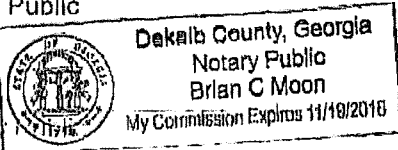
☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN,

(I) (WE) Kelly E. Rimmer
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP
(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.

Brian C Moon
Notary Public

Notary Public

Kelly E. Rimmer
Owner

Owner

Notary Public

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11/8/17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

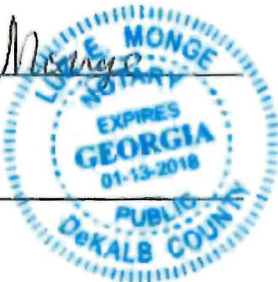
☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(I) (WE), Donald C. Wilmet
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP
(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf.

Lou E. Monge
Notary Public


Donald C. Wilmet
Owner Donald C. Wilmet

Notary Public

Owner

Notary Public

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: NOV 9 2017

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(I) (WE), WAYNE AUSTON and CATHY BAYNE (DEVENCO Products, Inc.)
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf

S. Johanna Hillman
Notary Public



S. Johanna Hillman
Notary Public

Wayne Auston
Owner WAYNE AUSTON - CEO

Cathy Bayne
Owner CATHY BAYNE - President

Notary Public

Owner

OWNER AUTHORIZATION

Completion of this form is required if the individual making the request is not the owner of the property.

DATE: 11/9/17

CHECK TYPE OF APPLICATION:

☒ LAND USE PLAN

☒ REZONE / VARIANCE

☒ ANNEXATION (voluntary annexation into the City of Decatur)

TO WHOM IT MAY CONCERN:

(1) (WE) MARY FORT EUGENE and MARION HAYES EUGENE
(Name of owner(s))

being (owner)/(owners) of the property described below or attached hereby delegate authority to
Kathryn M. Zickert, Dennis J. Webb, Jr., J. Alexander Brock, Smith, Gambrell & Russell, LLP

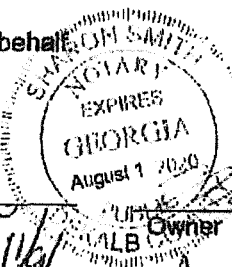
(Name of Applicant or Agent Representing Owner)

to file an application on (my) / (our) behalf

Sharon Smith
Notary Public

Sharon Smith
Notary Public

Notary Public

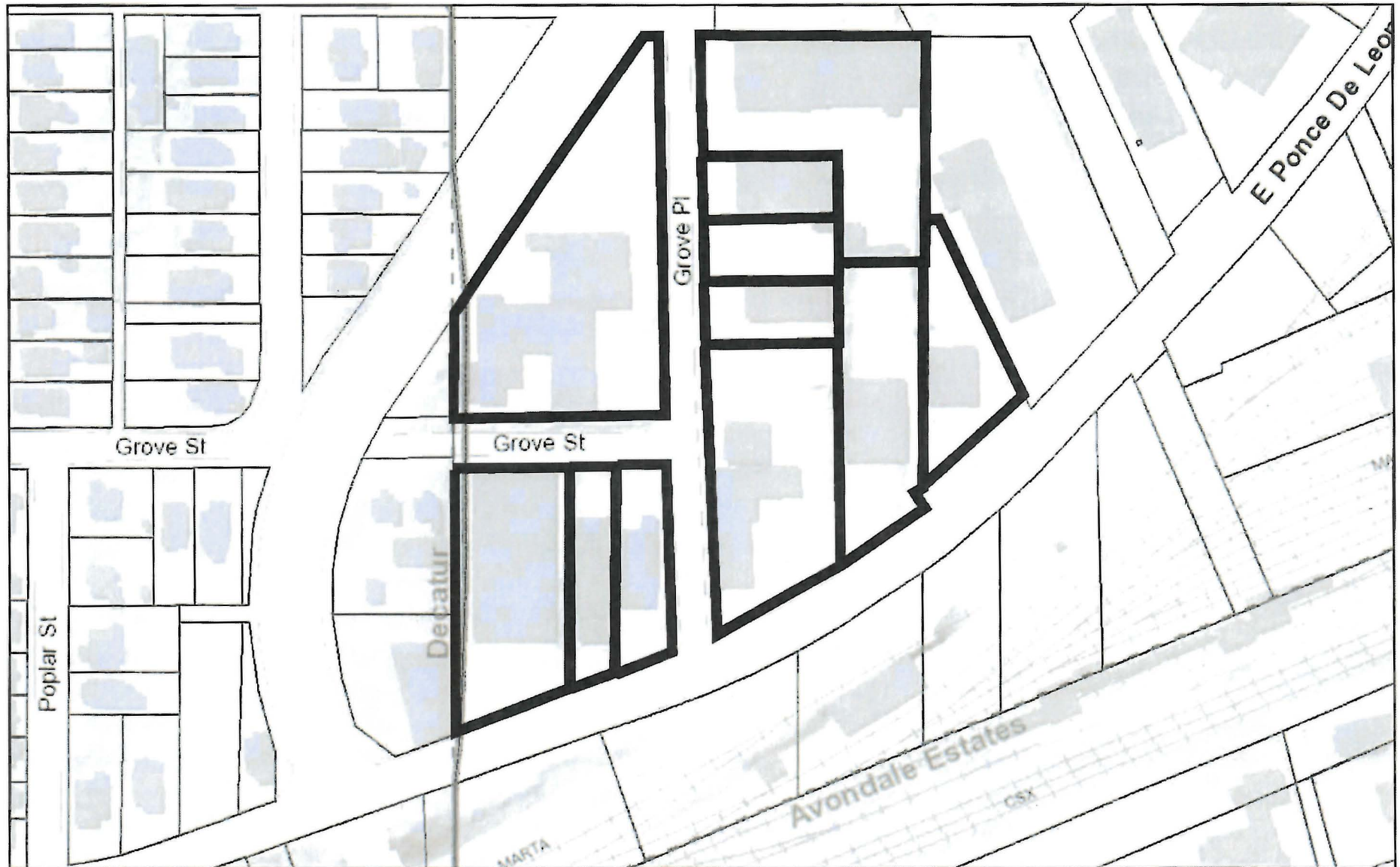


Mary Fort Eugene
Owner

Marion Hayes Eugene
Owner

Owner

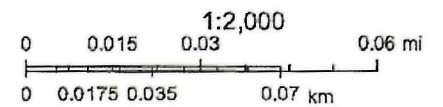
ArcGIS Web Map



November 20, 2017

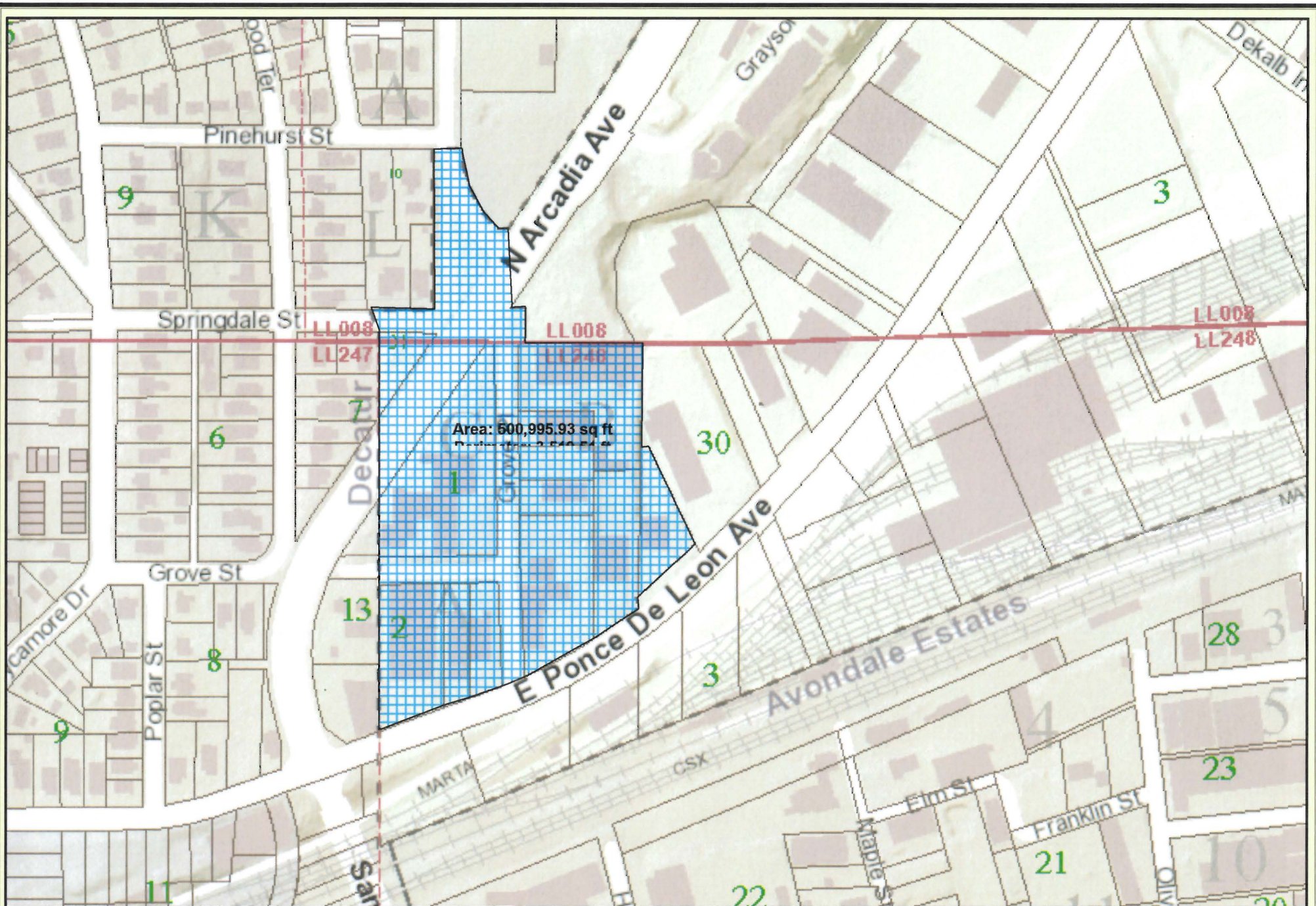
DeKalb County - TaxParcel

 City Limits



Decatur GIS
Bloomfield Township, MI, Esri, Inc.

Web AppBuilder for ArcGIS
Bloomfield Township, MI, Esri, Inc. | Decatur GIS |



EPdL Annexation 20518

0 70 140 280 420 560 Feet

Date Printed: 2/2/2018



DeKalb County GIS Disclaimer

The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should it be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.

**City of Decatur
Zoning Board of Appeals**

Agenda

**Monday, February 12, 2018
7:30 PM**

Decatur City Hall
509 North McDonough Street

- 1) Naomi and Stan Orkin applicants and owners, have applied for a variance from side yard setback requirements for the property located at 156 Vidal Blvd, Decatur, GA.
- 2) Michael DeCarlo, applicant, and Adrienne and Scott McVeigh, owners have applied for a variance from front yard setback requirements and side yard setback requirements for the property located at 221 Upland Road, Decatur, GA.

Other

- Consider approval of draft meeting minutes: 10/4/17, 10/9/17, 11/13/17, and 1/8/18

Consistent with the requirements of O.C.G. A. 50-14-1. (e) (1) a an agenda was posted on Thursday, January 25, 2018.

**City of Decatur
Planning Commission**

February 13, 2018 Regular Meeting Agenda

Decatur City Hall
City Commission Room
509 North McDonough Street
7:00 PM

- I. Call to Order
- II. Old Business:
 - a. Approval of Minutes from January 9, 2018 regularly scheduled meeting.
 - b. Thankful Baptist Church has requested a change in land use designation from I – Institutional to C – Commercial/High Density Residential for the northeast corner property at **830 W. College Avenue**. *This item was tabled at the October 10, 2017 meeting.*
 - c. Thankful Baptist Church has requested a rezoning from I – Institutional to C-1 – Neighborhood Commercial for the northeast corner property at **830 W. College Avenue**. *This item was tabled at the October 10, 2017 meeting.*
 - d. Thankful Baptist Church has requested a special exception from the streetscape requirements for the proposed development along Mead Road at **830 W. College Avenue**. *This item was tabled at the October 10, 2017 meeting.*
- III. New Business: None
- IV. Other Business:

Consistent with requirements of O.C.G.A. §50-14-1(e)(1) this agenda was posted by Tuesday, January 30, 2018.

R-18-YY

RESOLUTION

WHEREAS, the City Commission of the City of Decatur, Georgia, entered into executive session, on January 16, 2018 as allowed by O.C.G.A. §50-14-4 for the purpose of discussing legal and real estate matters; and,

WHEREAS, at the close of discussion of this subject, the City Commission of the City of Decatur, Georgia, did vote to close the executive session and begin open session; and,

WHEREAS, the Commissioners present were: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh.

WHEREAS, the Commissioners voting for closure were: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, that:

- 1) Each member of the City Commission of the City of Decatur, Georgia present for the meeting does hereby confirm that to the best of his or her knowledge, the said subject matter of the executive session was devoted to matters within the relevant exception as set forth above; and,
- 2) That the actions taken in executive session and discussions of the same are hereby ratified; and,
- 3) That the City Commission of the City of Decatur, Georgia does hereby authorize and direct the Mayor to execute an affidavit in order to comply with O.C.G.A. §50-14-4(b); and,
- 4) That the affidavit be included and filed with the official minutes of the meeting and shall be in a form which substantially complies with the requirements of the statute.

This 5th day of February, 2018.

Mayor

ATTEST: _____
Acting City Clerk

R-18-ZZ

RESOLUTION

WHEREAS, the City Commission of the City of Decatur, Georgia, entered into executive session, on January 26, 2018 as allowed by O.C.G.A. §50-14-4 for the purpose of discussing personnel matters; and,

WHEREAS, at the close of discussion of this subject, the City Commission of the City of Decatur, Georgia, did vote to close the executive session and begin open session; and,

WHEREAS, the Commissioners present were: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake, Smith and Walsh.

WHEREAS, the Commissioners voting for closure were: Mayor Garrett; Mayor pro tem Powers; and, Commissioners Drake and Smith¹.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, that:

- 1) Each member of the City Commission of the City of Decatur, Georgia present for the meeting does hereby confirm that to the best of his or her knowledge, the said subject matter of the executive session was devoted to matters within the relevant exception as set forth above; and,
- 2) That the actions taken in executive session and discussions of the same are hereby ratified; and,
- 3) That the City Commission of the City of Decatur, Georgia does hereby authorize and direct the Mayor to execute an affidavit in order to comply with O.C.G.A. §50-14-4(b); and,
- 4) That the affidavit be included and filed with the official minutes of the meeting and shall be in a form which substantially complies with the requirements of the statute.

This 5th day of February, 2018.

Mayor

ATTEST: _____
Acting City Clerk

¹ Commissioner Walsh joined the meeting in progress.