

1. Meeting Agenda

Documents: [BOMC-5-18-16-WS-AGENDA.PDF](#)

1.I. Item No. 3

Documents: [PZB RECOMMENDATION.PDF](#)

1.II. Item No. 6

Documents: [MILLAGE BLURB.PDF](#), [COPY OF GROWTH REVAL SPREADSHEET 05092016.PDF](#), [2016 LGS_COMPUTATION_OF_MILLAGE_RATE_ROLLBACK.PDF](#)

1.III. Item No. 7

Documents: [CLARENDON AVENUE.PDF](#), [DRAINAGE 2016.PDF](#)

1.IV. Item No. 8

Documents: [CPL AGREEMENT.PDF](#), [CPL BUILDING HEIGHTS PROPOSAL, APPROVED 05-11-16.PDF](#)

1.V. Item No. 9

Documents: [CPL AGREEMENTII.PDF](#), [RESOLUTION TO IMPOSE A FEE FOR BLDG HEIGHT INSPECTION.PDF](#)

1.VI. Item No. 10

Documents: [BOMC STIPEND ORD.PDF](#)

1.VII. Item No. 11

Documents: [NGC-2016-NATIONAL-GARDEN-WEEK-PROCLAMATION.PDF](#)



**BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
May 18, 2016
5:30 p.m.**

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Adoption of Agenda
- Item No. 3 South City Partners Development Update
- Item No. 4 Education Ad Hoc Committee Updates
- Item No. 5 Greenspace Ad Hoc Committee Updates
- Item No. 6 2016 Tax Digest/Millage Rate
- Item No. 7 Clarendon Avenue Storm Water Study Quotes
- Item No. 8 Agreement to Provide Service to Verify Building Height
- Item No. 9 Resolution to Provide Fee to Verify Building Height
- Item No. 10 Board of Mayor and Commissioners Stipend
- Item No. 11 Proclamation for National Garden Week June 5th-11th
- Item No. 12 Public Comment
- Item No. 13 Adjournment

Memorandum

To: Clai Brown, City Manager
Board of Mayor and Commissioners
City of Avondale Estates, GA

Cc: Keri Stevens, City Planner; Karen Holmes, Administrative Assistant

From: Planning and Zoning Board, City of Avondale Estates

Date: May 16, 2016

Subject: Revised Development Agreement between South City Partners, LLC, and the City of Avondale Estates to establish site-specific development controls for 3.18 acres located in Land Lot 248 of the 15th District of DeKalb County, GA, (Appendix A of the Development Agreement) – Revision Date May 13, 2016.

The subject agreement exempts the development from certain requirements of the City Zoning Ordinance and establishes mandatory specifications for the project (Exhibits B through Q of the DA).

Recommendation:

The Avondale Estates Planning and Zoning Board (PZB) recommends that the Board of Mayor and Commissioners (BOMC) adopt the Development Agreement (DA) after consideration of, and possible revision of the agreement to address, the concerns noted below:

- (i) The PZB requests that the BOMC explore whether a permanent easement or use agreement is needed (in addition to this DA) to ensure continued future public access to the green space at the intersection of Sams Crossing and East College.
- (ii) The PZB recommends that all of the Exhibits be dated and initialed so that at the time of DA execution there is no confusion as to which version of an Exhibit is cited and controlling under the DA.

Other Issues for Consideration by the BOMC:

In addition to the above Recommendation, the PZB received comments during the May 16, 2016, public hearing and public discussion of this recommendation. A recording of the public hearing and public meeting is available to the BOMC in support of the Governing Board's deliberations. A brief summary of the comments follows:

1. A request was made that the BOMC consider taking advantage of the existing grade (elevation) change across the property in order to reduce the proposed height of the building along East College (Highway 278).
2. Concerns were expressed by the public and members of the PZB regarding the uncertainty of the outcomes of the on-going conversations between the Georgia Department of Transportation (GDOT) and

South City Partners regarding installation of appropriate canopy trees along East College Avenue (Highway 278). A member of the public offered to organize local support for the applicant if that would be helpful to their discussions with GDOT.

3. A request was made that construction staging areas not be permitted in the existing green space at the corner of Sams Crossing and East College (Highway 278).

4. Concerns were expressed regarding management of construction traffic, particularly during peak traffic periods. A recommendation was made that construction traffic be managed (across the Sams Crossing Bridge to Ponce de Leon) to avoid the North Avondale Road segment of Highway 278. A concern was expressed regarding the potential inadequacy of the available parking for construction workers. The applicant noted that the parking deck is typically the first structure completed and is anticipated to provide adequate parking as the number of construction workers and vehicles increases.

5. A comment was offered that, although certain issues have been raised in previous meetings (such as the canopy tree concern), it was not clear when the public would receive updates or answers to those questions.

6. A recommendation was made that the BOMC explore creating public access through the corridor (10 feet) between the rear of the parking deck and the property line. The intent would be to create safe bike and pedestrian access from certain areas of the city behind the development and through the green space at the corner of Sams and East College to the existing PATH (on Ponce de Leon) and to the Avondale Estates MARTA Station.

7. A concern was expressed that the DA abandons our urban design standards by allowing living units at street level along Hillyer instead of requiring additional retail units along Hillyer that could complement future development on adjacent parcels, potentially creating a neighborhood shopping area.

8. A concern was expressed that the building design is "standard" for the Atlanta area and does not include "the stamp of Avondale Estates", a reference to the Tudor design of the historic district. Reference was made to the Village of Marymont, Ohio, as an example of modernized Tudor development on a smaller scale.

9. A comment was offered that the location of the parking garage (to the rear of the development) in the site plan is "fantastic" that the City should advocate for public art on the parking garage facade.

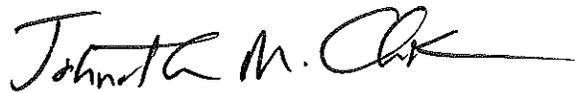
PZB Actions in Support of this Recommendation:

April 18, 2016, Regular Meeting: PZB first consideration of the Exhibits to the DA receipt of public comment.

May 16, 2016, Regular Meeting and Public Hearing: PZB first consideration of the Revised (May 13, 2016) Draft Development Agreement. A Public Hearing was held to accept citizen comments. The public hearing was immediately followed by the balance of the public meeting during which the PZB accepted additional public comment and developed this Recommendation to the BOMC.

Representatives of the PZB will attend the BOMC Work Session scheduled for March 18, 2016, to answer any questions you may have regarding this recommendation and the public comments received.

Respectfully submitted:

A handwritten signature in black ink that reads "Johnathan M. Clark". The signature is written in a cursive style with a long horizontal line extending to the right.

Johnathan Clark, Chair
Planning and Zoning Board

Attachments

1. Revised Development Agreement (May 13, 2016)

2016 TAX DIGEST/MILLAGE RATE

Every year at this time the City announces and sets the millage rate for property taxes. DeKalb County has set a date of July 1, 2016 where all cities must adopt the millage rate for fiscal year 2016. The preliminary 2016 Tax Digest for the City has increased 7.39% over 2015. Attached is the DeKalb County Digest Growth Value and Revaluation Statistics worksheet and the Computation of Millage Rate Rollback worksheet.

**DEKALB COUNTY DIGEST GROWTH VALUE AND REVALUATION STATISTICS
2016 AS OF 05/09/2016**

TAX DISTRICT	ROLL	2015	2016	CHANGE IN	VARIANCE	GROWTH	REVALUATION
		7/23/2015	5/9/2016	DIGEST	5/9/2016	5/9/2016	5/9/2016
UNINCORPORATED (04) **	RE	\$10,133,590,490	\$10,966,148,314	\$832,557,824	8.22%	\$41,405,895	\$791,151,929
** 2015 Tucker value removed	PP	\$1,073,768,138	\$754,155,883	-\$319,612,255	-29.77%	\$0	-\$319,612,255
	MH	\$260,743	\$671,110	\$410,367	157.38%	\$0	\$410,367
ATLANTA (61)	RE	\$1,365,512,890	\$1,591,348,017	\$225,835,127	16.54%	\$15,154,782	\$210,680,345
	PP	\$29,941,417	\$33,998,411	\$4,056,994	13.55%	\$0	\$4,056,994
	MH	\$0	\$0	\$0		\$0	\$0
AVONDALE (14)	RE	\$175,082,276	\$188,020,012	\$12,937,736	7.39%	\$221,400	\$12,716,336
	PP	\$1,627,734	\$2,219,117	\$591,383	36.33%	\$0	\$591,383
	MH	\$0	\$0	\$0		\$0	\$0
BROOKHAVEN (20)	RE	\$2,945,377,978	\$3,318,462,128	\$373,084,150	12.67%	\$27,669,119	\$345,415,031
	PP	\$218,557,894	\$176,637,131	-\$41,920,763	-19.18%	\$0	-\$41,920,763
	MH	\$0	\$0	\$0		\$0	\$0
CHAMBLEE (24)	RE	\$959,013,951	\$1,096,796,745	\$137,782,794	14.37%	\$5,846,520	\$131,936,274
	PP	\$164,295,251	\$179,350,694	\$15,055,443	9.16%	\$0	\$15,055,443
	MH	\$0	\$0	\$0		\$0	\$0
CLARKSTON (34)	RE	\$96,904,962	\$132,153,647	\$35,248,685	36.37%	\$70,840	\$35,177,845
	PP	\$1,901,975	\$2,759,954	\$857,979	45.11%	\$0	\$857,979
	MH	\$0	\$0	\$0		\$0	\$0
DECATUR (92)	RE	\$1,274,853,801	\$1,375,377,000	\$100,523,199	7.89%	\$17,437,211	\$83,085,988
	PP	\$18,499,370	\$17,678,828	-\$820,542	-4.44%	\$0	-\$820,542
	MH	\$0	\$0	\$0		\$0	\$0
DUNWOODY (50)	RE	\$2,824,664,307	\$3,105,134,299	\$280,469,992	9.93%	\$13,405,976	\$267,064,016
	PP	\$167,621,913	\$173,985,876	\$6,363,963	3.80%	\$0	\$6,363,963
	MH	\$0	\$0	\$0		\$0	\$0
DORAVILLE (44)	RE	\$427,271,542	\$449,622,132	\$22,350,590	5.23%	\$7,925,495	\$14,425,095
	PP	\$145,970,828	\$134,741,017	-\$11,229,811	-7.69%	\$0	-\$11,229,811
	MH	\$0	\$0	\$0		\$0	\$0
LITHONIA (54)	RE	\$17,150,816	\$19,440,683	\$2,289,867	13.35%	\$0	\$2,289,867
	PP	\$1,336,586	\$5,508,857	\$4,172,271	312.16%	\$0	\$4,172,271
	MH	\$93,990	\$93,990	\$0	0.00%	\$0	\$0
PINE LAKE (74)	RE	\$19,743,272	\$20,741,500	\$998,228	5.06%	\$0	\$998,228
	PP	\$313,917	\$349,325	\$35,408	11.28%	\$0	\$35,408
	MH	\$0	\$0	\$0		\$0	\$0
STONE MTN (84)	RE	\$71,790,824	\$73,846,344	\$2,055,520	2.86%	\$0	\$2,055,520
	PP	\$2,587,861	\$151,349,928	\$148,762,067	5748.46%	\$0	\$148,762,067
	MH	\$4,000	\$4,000	\$0	0.00%	\$0	\$0
TUCKER (90)	RE	\$1,316,436,176	\$1,450,713,737	\$134,277,561	10.20%	\$7,863,500	\$126,414,061
	PP	\$0	\$159,385,349	\$159,385,349		\$0	\$159,385,349
	MH	\$0	\$0	\$0		\$0	\$0
DEKALB SCHOOLS	RE	\$18,987,026,594	\$20,821,079,541	\$1,834,052,947	9.66%	\$104,402,785	\$1,729,650,162
(EXCEPT 61 AND 92)	PP	\$1,777,982,097	\$1,740,443,131	-\$37,538,966	-2.11%	\$0	-\$37,538,966
	MH	\$358,733	\$769,100	\$410,367	114.39%	\$0	\$410,367
LENOX PARK CID (S1)	RE	90,981,693	103,360,505	\$12,378,812	13.61%	\$0	\$12,378,812
(included in 04 totals)	PP	\$0	\$693,431	\$693,431		\$0	\$693,431
	MH	\$0	\$0	\$0		\$0	\$0
PERIMETER CID (S2 & S3)	RE	\$757,443,889	\$907,713,969	\$150,270,080	19.84%	\$10,295,080	\$139,975,000
(included in 20 & 50 totals)	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
STONE MTN CID (S4 & S8)	RE	\$142,901,125	\$172,551,407	\$29,650,282	20.75%	\$463,660	\$29,186,622
(included in 90 and 04 totals)	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
TUCKER CID (S5 & S9)	RE	\$97,085,491	\$107,251,347	\$10,165,856	10.47%	\$716,840	\$9,449,016
(included in 90 and 04 totals)	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
EAST METRO CID (S6)	RE	\$70,879,900	\$71,478,746	\$598,846	0.84%	\$658,240	-\$59,394
(included in 04 totals)	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
LITTLE 5 PTS CID (S7)	RE	\$2,007,220	\$2,007,220	\$0	0.00%	\$0	\$0
(included in 04 totals)	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
AVDL CITY TAD (TAV1)	RE	\$13,114,241	\$13,025,212	-\$89,029	-0.68%	\$0	-\$89,029
(included in 14 totals)	PP	\$0	\$1,329,330	\$1,329,330		\$0	\$1,329,330
	MH	\$0	\$0	\$0		\$0	\$0
STNMTN CITY TAD (TSM1 & TMS)	RE	\$7,449,388	\$7,697,284	\$247,896	3.33%	\$0	\$247,896
(included in 84 totals)	PP	\$0	\$369,376	\$369,376		\$0	\$369,376
	MH	\$0	\$0	\$0		\$0	\$0
TAD#1 KEN/04 (T104 & T114)	RE	\$62,688,793	\$69,676,251	\$6,987,458	11.15%	\$0	\$6,987,458
(included in 04 and 14 totals)	PP	\$0	\$4,693,845	\$4,693,845		\$0	\$4,693,845
	MH	\$0	\$0	\$0		\$0	\$0
TAD#2 AVN/04 (T204)	RE	\$25,496,304	\$26,003,364	\$507,060	1.99%	\$0	\$507,060
(included in 04 totals)	PP	\$0	\$8,736,911	\$8,736,911		\$0	\$8,736,911
	MH	\$0	\$0	\$0		\$0	\$0
TAD#3 BRIAR/04 (T304 & T320)	RE	\$100,919,014	\$126,297,999	\$25,378,985	25.15%	\$8,243,751	\$17,135,234
(included in 04 and 20 totals)	PP	\$0	\$4,037,334	\$4,037,334		\$0	\$4,037,334
	MH	\$0	\$0	\$0		\$0	\$0
DECATUR TAD (TDEC1 & TDECA)	RE	\$0	\$17,193,232	\$17,193,232		\$0	\$17,193,232
	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
DORAVILLE TAD (TDRV1)	RE	\$0	\$39,235,813	\$39,235,813		\$0	\$39,235,813
	PP	\$0	\$0	\$0		\$0	\$0
	MH	\$0	\$0	\$0		\$0	\$0
TOTAL GROSS	RE	\$21,627,393,285	\$23,787,804,558	\$2,160,411,273	9.99%	\$137,000,738	\$2,023,410,535
TOTAL GROSS	PP	\$1,826,422,884	\$1,792,120,370	-\$34,302,514	-1.88%	\$0	-\$34,302,514
TOTAL GROSS	MH	\$358,733	\$769,100	\$410,367	114.39%	\$0	\$410,367
TOTAL GROSS		\$23,454,174,902	\$25,580,694,028	\$2,126,519,126	9.07%	\$137,000,738	\$1,989,518,388

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2016

COUNTY **DEKALB**

TAXING JURISDICTION **AVONDALE-14**

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2015 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2016 DIGEST
REAL	175,082,276	12,716,336	221,400	188,020,012
PERSONAL	2,772,611		664,062	3,436,673
MOTOR VEHICLES	5,564,760		-1,257,860	4,306,900
MOBILE HOMES			0	
TIMBER -100%			0	
HEAVY DUTY EQUIP			0	
GROSS DIGEST	183,419,647	12,716,336	-372,398	195,763,585
EXEMPTIONS	371,352	0	95,450	466,802
NET DIGEST	183,048,295	12,716,336	-467,848	195,296,783
FLPA Reimbursement Value			0	
Adjusted NET DIGEST	183,048,295	12,716,336	-467,848	195,296,783
	(PYD)	(RVA)	(NAG)	(CYD)
2015 MILLAGE RATE >>>	9.957	2016 PROPOSED MILLAGE RATE >>>		

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2015 Net Digest	PYD	183,048,295	
Net Value Added-Reassessment of Existing Real Property	RVA	12,716,336	
Other Net Changes to Taxable Digest	NAG	-467,848	
2016 Net Digest	CYD	195,296,783	(PYD+RVA+NAG)
2015 Millage Rate	PYM	9.957	
Millage Equivalent of Reassessed Value Added	ME	0.648	(RVA/CYD) * PYM
Rollback Millage Rate for 2016	RR	9.309	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2016 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	9.309
	2016 Millage Rate	9.957
	Percentage Increase	6.96%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2016 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2016 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2016 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2016 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party

Title

Date

CLARENDON AVENUE-BERKELEY ROAD STORM WATER STUDY QUOTES

The City received four quotes to analyze the storm water drainage in the Clarendon Avenue-Berkeley Road area of approximately 50 acres. The scope of work consists of:

1. Obtain Topographic GIS data of the study area.
2. Visit the site and walk the drainage path to document land and man-made features influencing lot-to-lot drainage which may include lot alterations and landscaping.
3. Model the hydrology of the area with study points at key points.
4. Model the hydraulic capacity of the drainage system through this area to quantify the problem.
5. Investigate potential solutions and make recommendations, including cost estimates.
6. Create a report on the problem with all back-up data.

A spreadsheet is attached which provides a breakdown of each item in the scope of work and the total cost.

Stormwater Drainage Analysis							
	Topo	Site Visit	Hydrology- Existing	Hydrology- Capacity	Solutions/ Recommendations- Cost	Report	Total Quote
Firm							
Clark Patterson Lee	\$500	\$2,500	\$3,000	\$2,500	\$4,000	\$1,500	\$14,000
Dovetail Civil Design Inc.	\$400	\$1,000	\$2,400	\$1,200	\$2,200	\$600	\$7,800
Rindt-McDuff Associates, Inc.	\$1,250	\$2,795	\$2,960	\$3,240	\$2,030	\$2,135	\$14,410
Skyline Engineering & Construction	\$500	\$1,680	\$2,100	\$2,100	\$2,100	\$4,200	\$12,680

AGREEMENT TO PROVIDE SERVICE TO VERIFY BUILDING HEIGHTS

Staff has requested Clark Patterson Lee (CPL) to provide survey information that verifies building heights on all permitted construction projects. The scope of work consists of:

1. Prior to construction commencing, and using the proposed site plan with the permit application, survey spot elevations (10 foot stations) of a line along the unaltered, adjacent grade at the front of the dwelling.
2. After construction has commenced, and after the rough framing inspection has been requested, determine the elevation of the highest ridgeline of the building.
3. Determine the building height by subtracting the highest ridgeline elevation from the average grade elevation.
4. Report building height to the City.

This is an agreement which will allow CPL to verify building heights as stated in the scope of work for the City of Avondale Estates.



April 18, 2016

Mr. Clai Brown, City Manager
21 North Avondale Plaza
Avondale Estates, GA 30002

VIA EMAIL

RE: City of Avondale Estates
Proposal to Verify Building Heights

Dear Mr. Brown:

Clark Patterson Lee (CPL) is pleased to provide this proposal to provide survey information that verifies building heights on new construction projects and any building project that alters the height of an existing building, as follows:

Scope of Work

1. Prior to construction commencing, and using the proposed site plan submitted with the permit application, survey spot elevations (at 10 foot stations) of a line along the unaltered, adjacent grade at the front of the building. Average the spot elevations taken. Report to the City when the information has been obtained.
2. After construction has commenced, and after the rough framing inspection has been requested, determine the elevation of the highest ridgeline of the building. Report to City.
3. Determine the building height by subtracting the highest ridgeline elevation from the average grade elevation.
4. Report building height to the City.

Fee Proposal

CPL will perform the above referenced scope of work for a lump sum of \$460.00 per building. The City must notify CPL at the appropriate points in the work to commence the survey. The Survey will be collected within 2 business days of the notice to proceed for each project. Additional services are available upon request and will be billed at the hourly rates listed in Appendix "B" attached hereto.

Direct expenses will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, etc.

ASSUMPTIONS:

The Survey will be collected within 2 business days of the notice to proceed for each project. The City's definition for building height is as follows:



Building Height - With regard to single family attached and detached residences, the vertical distance measured from the average, unaltered, natural, adjacent grade at the front of the dwelling to the highest ridgeline of the roof of the building. With regard to structures in all other districts, "building height" is regulated as follows: For each side of a building, building height shall be measured vertically from the average grade of the curb elevation adjacent to the lot to the highest point of the façade on that side of the building.

TERMS AND CONDITIONS:

Additional services are available upon request and will be billed at the hourly rates listed in Appendix "B" attached hereto. This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A".

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Avondale Estates and CPL with respect to the verification of building heights work to be performed by CPL for the benefit of Avondale Estates and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Avondale Estates and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CLARK PATTERSON LEE

Rich Edinger, P.E.
Vice President

cc: file

Accepted this _____ day of _____, 2016

By: _____ Title: _____

Reviewed as to Form

By: 

City Attorney



APPENDIX "A" TERMS AND CONDITIONS

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 10%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency. Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



APPENDIX "B"
CPL HOURLY RATES

PRINCIPAL ENGINEER	\$180.00/HR
PROJECT MANAGER	\$128.00/HR
SR. STAFF ENGINEER / SR. ARCHITECT	\$ 97.00/HR
STAFF ENGINEER / ARCHITECT	\$ 85.00/HR
JR. ENGINEER / JR. ARCHITECT	\$ 65.00/HR
DESIGNER / DRAFTPERSON	\$ 59.00/HR
JR. DESIGNER / DRAFTPERSON	\$ 45.00/HR
SECRETARIAL	\$ 33.00/HR
AUTO MILEAGE	\$ 0.505/Mile
MISCELLANEOUS	COST PLUS 10%

RESOLUTION TO PROVIDE FEE TO VERIFY BUILDING HEIGHT

A proposed Resolution to impose a \$460 fee for Clark Patterson Lee to perform building height inspection services of construction that will create a new building or alter in any way the height of an existing building.

**A RESOLUTION
TO IMPOSE A FEE FOR BUILDING HEIGHT INSPECTION SERVICES**

WHEREAS, City Charter Section 1.12 authorizes the City to regulate the construction of buildings within the City; and

WHEREAS, various provisions of the City Code provide that newly constructed buildings shall not exceed certain heights; and

WHEREAS, the City's contract building official Clark Patterson Lee has the necessary skills and equipment to accurately survey building elevations; and

WHEREAS, the City will incur a fee of \$460 for each building that Clark Patterson Lee surveys to determine building height.

NOW, THEREFORE, BE IT RESOLVED by the City of Avondale Estates, as follows:

1. A fee of \$460 is hereby imposed on each applicant for a building permit for construction that will create a new building or alter in any way the height of an existing building.
2. Such fee shall be imposed in addition to all other fees associated with building permitting and inspections within the City.

SO RESOLVED, this ____ day of _____, 2016.

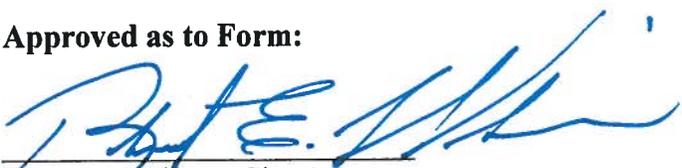
**CITY OF AVONDALE ESTATES
BOARD OF MAYOR AND COMMISSIONERS**

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

Approved as to Form:



Robert E. Wilson, City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO COMPENSATE THE MEMBERS OF THE CITY OF AVONDALE ESTATES BOARD OF MAYOR AND COMMISSIONERS BY PROVIDING A MONTHLY STIPEND.

WHEREAS, the members of the Board of Mayor and Commissioners dedicate a substantial amount of their time and energy to governing the City in a way that benefits the public;

WHEREAS, City Charter § 2.13 and O.C.G.A. § 36-35-4(a) authorize the members of the Board of Mayor and Commissioners to be compensated for their service; and

WHEREAS, the City has published notice regarding providing a stipend to Board of Mayor and Commissioners members in the DeKalb Champion for three consecutive weeks immediately preceding the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Commissioners of the City of Avondale Estates, as follows:

Section 1. New Code Section 2-26 is hereby adopted, to read as follows:

“Sec. 2-26. Stipend for Members.

The members of the Board of Mayor and Commissioners shall be compensated for their service as follows:

- a) The Mayor shall receive a stipend of \$600 per month,
- b) Commissioners shall receive a stipend of \$400 per month.”

Section 2. This ordinance shall become effective January 1, 2018.

SO ORDAINED, this _____ day of _____, 2016.

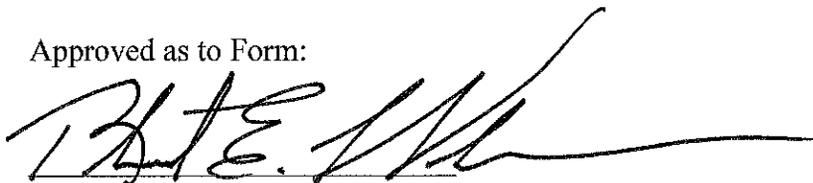
ATTEST:

BOARD OF MAYOR AND COMMISSIONERS
AVONDALE ESTATES, GEORGIA

Gina Hill, City Clerk
(SEAL)

Mayor Jonathan Elmore

Approved as to Form:



Robert E. Wilson, City Attorney



National Garden Clubs, Inc.

NATIONAL GARDEN WEEK PROCLAMATION

Whereas, Gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

Whereas, Gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

Whereas, Gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

Whereas, Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

Whereas, Gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

Whereas, Gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

Whereas, Gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work;

Now, Therefore Be It Resolved that in an effort to acknowledge the importance of Gardening and the numerous contributions of Gardeners, National Garden Clubs, Inc. designates the week of June 5-11, 2016 as National Garden Week.

Sandra A. Robinson
Sandra A. Robinson,

2015-2017 President, NGC, Inc.

