

1. Agenda

Documents:

[BOMC-7-27-16-RM-AGENDA.PDF](#)

1.I. Ordinance Changing BOMC Regular Meeting Time

Documents:

[MEETING TIME.PDF](#)

1.II. Ordinance Changing City Manager Spending Threshold

Documents:

[CM SPENDING.PDF](#)

1.III. Ordinance To Amend Zoning Ordinance For A New Central Business District Planned Development Zone

Documents:

[SCP TEXT AMEND ORD.PDF](#)

1.IV. Ordinance To Provide BOMC With Stipend

Documents:

[STIPEND ORDINANCE.PDF](#)

1.V. BOMC Interim IGA With The DDA (Version 1)

Documents:

[IGA WITH DDA FOR ART LOT V1.PDF](#)

1.V.i. BOMC Interim IGA With The DDA (Version 2)

Documents:

[IGA WITH DDA FOR ART LOT V2.PDF](#)

1.V.i.1. ArtLot Exhibit A

Documents:

[ARTLOT EXHIBIT A.PDF](#)

1.V.i.2. ArtLot 3D Renderings

Documents:

[ARTLOT3D.PDF](#)

1.VI. Resolution For Road Paving

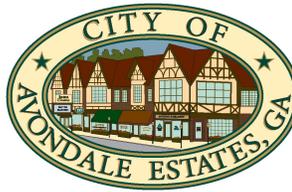
Documents:

[2016-PAVING.PDF](#)

1.VII. Resolution Appointing Two Members To The Ethics Board

Documents:

[2016ANZIANONORRISETHICS APPT.PDF](#)



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
July 27th, 2016
(Immediately Following Public Hearing)**

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Invocation (Commissioner Fisher)
- Item No. 3 Pledge to the Flag
- Item No. 4 Adoption of Agenda
- Item No. 5 Approval of Minutes:
- May 18th Work Session
 - June 15th Public Hearing
 - June 15th Special Called Meeting
 - June 15th Work Session
 - June 20th Public Hearing
 - June 20th Public Hearing
 - June 20th Regular Meeting
 - June 22nd Special Called Meeting
 - June 29th Special Called Meeting
- Item No. 6 Commissioner Updates – Subjects of General Interest and Concern
- Item No. 7 Monthly Report by the City Manager Concerning the Status of Matters in Progress and Upcoming Issues and Events
- Item No. 8 Citizens' Comments:
"It's another beautiful day in Avondale Estates" – Thomas P. Samford
- Item No. 9 Old Business:
- Ordinance Changing Board of Mayor and Commissioners Regular Meeting Time Change to 6:30 p.m.-- Second of Three Readings
 - Ordinance Changing City Manager Spending Threshold on Non-Budgeted Purchases -- Second of Three Readings
 - Ordinance to Amend the Zoning Ordinance of the City of Avondale Estates; to Provide for a New Central Business District Planned Development Zone; and for Other Purposes -- Third and Final Reading
 - Ordinance Enacting a Board of Mayor and Commissioners Stipend – Third and Final Reading
 - Board of Mayor and Commissioners Interim Intergovernmental Agreement (IGA) with the Downtown Development Authority (DDA)

Item No. 10

New Business:

- Chief of Police Appointment and Oath of Office
- Resolution Authorizing City Manager to Enter Into Contract for Road Maintenance Project CIP 2016-001
- Resolution Appointing Two Members to the Ethics Board for the City of Avondale Estates

Item No. 11

Announcements (Commissioner Fisher)

- Here's just a reminder that most schools are reopening the first week of August. Please plan commutes accordingly and keep an eye out for kids walking and riding their bikes to school.
- Also a reminder that the Avondale Estates Farmers Market season is in full swing. It takes place every Sunday in the parking lot of My Parent's Basement from 10 a.m. to 2 p.m.

Item No. 12

Adjournment

ORDINANCE NO. 16 - _____

AN ORDINANCE TO AMEND THE ADMINISTRATION CHAPTER OF THE CODE OF ORDINANCES OF THE CITY OF AVONDALE ESTATES TO START REGULAR MEETINGS OF THE BOARD OF MAYOR AND COMMISSIONERS AT AN EARLIER TIME.

WHEREAS, City Charter §2.18(a) authorizes the Board of Mayor and Commissioners to set the time for its regular meetings by ordinance; and

WHEREAS, the Board of Mayor and Commissioners desires to adopt an earlier starting time of 6:30 pm rather than 7:30 pm for its regular meetings in order to make the operation of City government more efficient and to encourage citizen participation at regular meetings.

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

SECTION 1. The text of Chapter 2, Section 2-21(a) of the Code of Ordinances is hereby amended to read as follows:

“a) The regular meetings of the Board of Mayor and Commissioners shall be held at 6:30 p.m. Eastern Time on the fourth Monday night of each month.”

SECTION 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall become effective immediately upon its final adoption.

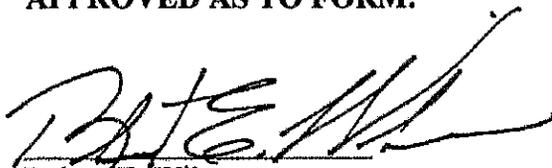
ADOPTED this ____ day of _____, 2016.

**Board of Mayor and Commissioners
City of Avondale Estates, Georgia**

Jonathan Elmore, Mayor

APPROVED AS TO FORM:

ATTEST:



Robert E. Wilson
City Attorney

City Clerk

ORDINANCE NO. 16 - _____

AN ORDINANCE TO AMEND THE FINANCE AND TAXATION CHAPTER OF THE CODE OF ORDINANCES OF THE CITY OF AVONDALE ESTATES TO ALLOW THE CITY MANAGER TO MAKE NON-BUDGETED PURCHASES OF UP TO TEN THOUSAND DOLLARS WITHOUT APPROVAL FROM THE BOARD OF MAYOR AND COMMISSIONERS.

WHEREAS, the Board of Mayor and Commissioners desires to vest the City Manager with additional spending authority in order to make the operation of City government more efficient.

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

SECTION 1. The text of Chapter 9, Section 9-4(b) of the Code of Ordinances is hereby amended to read as follows:

“b.) The city manager is hereby authorized to make necessary purchases of goods and/or services not specifically enumerated in the annual budget at a cost of less than ten thousand dollars (\$10,000.00). Purchases not specifically enumerated in the budget which have a cost of ten thousand dollars (\$10,000.00) or more shall be made only upon specific resolution of the Board of Mayor and Commissioners.”

SECTION 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall become effective immediately upon its final adoption.

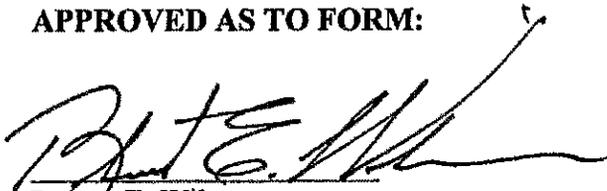
ADOPTED this ____ day of _____, 2016.

**Board of Mayor and Commissioners
City of Avondale Estates, Georgia**

Jonathan Elmore, Mayor

APPROVED AS TO FORM:

ATTEST:


Robert E. Wilson
City Attorney

City Clerk

ORDINANCE NO. 16-___

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF AVONDALE ESTATES; TO PROVIDE FOR A NEW CENTRAL BUSINESS DISTRICT PLANNED DEVELOPMENT ZONE; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Mayor and Commissioners is desirous of providing a mechanism whereby substantial developments in the CBD may be approved on a site-specific basis pursuant to certain criteria.

NOW THEREFORE, BE IT ORDAINED BY the City of Avondale Estates, as follows:

SECTION 1. Appendix A to the Code of Ordinances, known as the Zoning Ordinance of the City of Avondale Estates, is hereby amended to add new Section 1115, as follows:

“Section 1115. Central Business District Planned Development Zone

Section 1115.01. Policy and Intent of District.

The Central Business District – Planned Development Zone (“CBD-PD”) is intended to promote development of the Central Business District consistent with the intent of the Downtown Master Plan Update dated March 2014 by providing a mechanism to approve substantial development projects according to site-specific plans. The CBD-PD is intended as a site-specific overlay zone whereby the Board of Mayor and Commissioners may approve a development as a whole which might otherwise not strictly comply with one or more development controls for the Central Business District zone. When considering an application for CBD-PD overlay zoning, the Board of Mayor and Commissioners shall consider the extent to which the proposed development is consistent with the development controls set forth in § 1113.04 through § 1113.10 and whether the proposed development will contribute towards development of the Central Business District consistent with the intent of the Master Plan Update dated March 2014.

Section 1115.02. Permitted Uses.

Permitted uses for a CBD-PD development shall be the same as those listed for the relevant underlying Central Business District Area wherein the subject property is located as listed in Article 9 of the Zoning Ordinance. No use may be approved through CBD-PD zoning which is not “permitted” or “conditional” under Article 9.

Section 1115.03. Conditional Uses.

Available conditional uses for a CBD-PD development shall be the same as those listed for the relevant Central Business District Area where the subject property is located as listed in Article 9 of the Zoning Ordinance. Conditional uses may be approved simultaneously with approval of CBD-PD Zoning where such conditional use is specifically identified and approved by a Development Agreement pursuant to Section 1115.08.

Section 1115.04. Variances.

To the extent that a development approved as a CBD-PD zoning is not consistent with the development controls for the underlying Central Business District zone, the applicant shall not be required to separately obtain variance from the Board of Appeals. The Board of Mayor and Commissioners specifically reserves to itself the power to effectively approve variances when approving a CBD-PD zoning notwithstanding the provisions of Section 1610 of the Zoning Ordinance, which shall otherwise remain in full force and effect.

Section 1115.05. Minimum Project Size.

CBD-PD zoning is only available for parcels or assemblages of contiguous parcels which constitute at least two (2) acres of property.

Section 1115.06. Required Submittals.

CBD-PD zoning is site-specific. Therefore, an applicant zoning must submit the following documentation along with the application for rezoning to CBD-PD in order for such application to be considered:

- a) scaled site plan;
- b) elevations for each proposed building face;
- c) a description of the proposed uses for each aspect of the proposed development, including the number of residential units;
- d) usable space square footage calculations for each component part of the proposed development, along with total square footage proposed for residential uses, total square footage for office uses, and total square footage for commercial uses; and
- e) a parking plan identifying the number and locations of parking spaces for the proposed development.

Section 1115.07. Subdivision.

Where specifically approved by the Board of Mayor and Commissioners in the written development agreement that accompanies approval of a CBD-PD zoning, the parcel(s) so zoned may subsequently be subdivided. When so approved, zoning compliance for the CBD-PD zoned project shall be assessed based on the original CBD-PD zoning boundary notwithstanding subsequent subdivision.

Section 1115.08. Written Development Agreement.

At the time of approving a CBD-PD zoning, the Board of Mayor and Commissioners shall also approve a written agreement with the property owner/applicant which shall govern the development of the project.

Section 1115.09. Recordation of Approval.

Upon approval of a CBD-PD zoning, the parcel(s) so zoned shall be designated as “CBD-PD” followed by a unique number on the official City Zoning Map. The City Clerk shall maintain on file at City Hall the Written Development Agreement and any exhibits thereto, which shall constitute the approved development controls for the property so zoned.”

SECTION 2. This amendment shall become effective immediately upon its adoption in conformance with the Zoning Procedures Law.

SECTION 3. In the event any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional by a Court of competent jurisdiction, such declaration or adjudication shall in no manner affect the other sections, subsections, sentences, clauses, or phrases of this ordinance, which shall remain of full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof. The Board of Mayor and Commissioners hereby declares that it would have passed the remaining parts of the ordinance if it had known that such parts or parts hereof would be declared or adjudged invalid or unconstitutional.

First Reading: _____

Second Reading: _____

Third Reading: _____

Advertised _____

PZB Public Hearing _____

Advertised _____

BOMC Public Hearing _____

ADOPTED this ____ day of _____, 2016.

ATTEST:

BOARD OF MAYOR AND COMMISSIONERS,
CITY OF AVONDALE ESTATES, GEORGIA

By _____
Gina Hill, City Clerk

Jonathan Elmore, Mayor

(SEAL)

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.

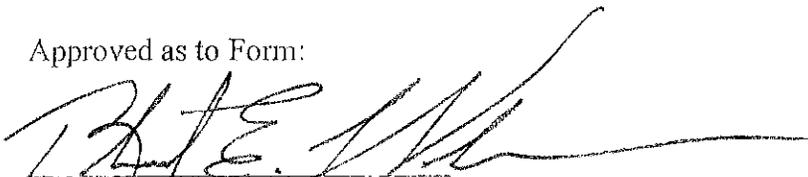
ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SERVICES AND USE OF FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Avondale Estates, a Georgia Municipal Corporation (hereafter "the City"), and the Downtown Development Authority of Avondale Estates (hereafter "the DDA").

WITNESSETH:

WHEREAS, the City and the DDA desire to provide for the public a certain interactive public art display and recreational facility referred to herein as the "Art Lot" and described in detail by Exhibit "A" hereto; and

WHEREAS, the City owns certain property which was formerly the site of the old Avondale Pizza Café and is known as 70 N. Avondale Road, which the parties hereto agree is a suitable and appropriate location for the "Art Lot"; and

WHEREAS, the DDA has certain skills, qualifications and experience which may be put to use to promote the downtown area of Avondale Estates as a good place to do business and the City is desirous of contracting with the DDA to fund the provision of such promotional services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings made in this agreement, and for other good and valuable consideration, the City and the DDA consent and agree as follows:

Section 1. Purpose and Intent.

The purpose of this agreement is to provide for the benefit of the citizens of Avondale Estates by the provision of certain services by the DDA to the City and the use of certain City facilities by the DDA, and for other related purposes contemplated by the Georgia Constitution Art. IX, § 3, ¶ 1, as more fully described in the foregoing recitals which are hereby incorporated by reference and included as material terms of this agreement.

Section 2. Services to be Provided by DDA,

A. "Art Lot" Project.

The DDA will cause to be planned, developed, installed and maintained the "Art Lot" interactive public art display and recreational facility in substantial conformance with Exhibit "A" hereto. The DDA shall be solely responsible for the means and method of performing such work and may elect to contract with individuals or entities to perform such work in substantial conformance with the description set forth in Exhibit "A." The City will reasonably cooperate with the DDA with such approvals, permits or services as may be required to effect the purposes of this agreement. The "Art Lot" shall be ADA compliant. The DDA or such persons as it may contract with for such purposes shall own and control the improvements erected in connection with the "Art Lot" during the term of this agreement and shall cause to be removed said improvements upon the expiration of this agreement or when the parties mutually agree, whichever shall occur first. The DDA represents and warrants that it will require the Avondale

Estates Arts Alliance to indemnify it and hold it harmless against any claim whatsoever arising from the construction, use or maintenance of the "Art Lot" or wrongful death, personal injury or premises liability originating from the real property known as 70 N. Avondale Road, and in connection with the "Art Lot" to name the DDA as an additional insured under the public liability insurance policy carried by the Avondale Estates Arts Alliance. The DDA shall indemnify and hold harmless the City for any claim whatsoever arising from the construction, use or maintenance of the "Art Lot," but only from the net proceeds of any public liability insurance covering the same or other indemnity provided by the Avondale Estates Arts Alliance.

B. Promotion of the Downtown Area.

The DDA shall commit substantial efforts to promoting the downtown area of the City as a desirable place to do business and to visit. Such promotion may include, without limitation, promoting the downtown area as a relocation destination for existing businesses, as a beneficial location for starting a new business, as an attractive destination for hosting public or private events, as a shopping destination for the public to take advantage of existing retail businesses, advertising the many advantages and benefits of the downtown area of the City in media, and developing real estate to accomplish such purposes.

Section 3. Use of City Property.

The City agrees to allow the DDA to use its real property known as 70 N. Avondale Road for the site of the "Art Lot" interactive art installation and recreational facility during the term of this agreement, or until the parties mutually agree to discontinue the "Art Lot," whichever shall occur first. The DDA agrees that it will not charge any person or persons to enter or go upon such property for recreational use and enjoyment of the "Art Lot." Instead, the "Art Lot" will be free and open to all persons during operating hours to be established by the DDA. The DDA agrees to indemnify and hold harmless the City against any claim alleging wrongful death, personal injury or premises liability originating from the property known as 70 N. Avondale Road during the term of this agreement and/or the "Art Lot" installation, but only from the net proceeds of any insurance covering the same or other indemnity provided by the Avondale Estates Arts Alliance.

Section 4. Payments to DDA.

In exchange for the services to be provided to the City by the DDA as described in Section 2 of this agreement, the City shall make the following payments to the DDA:

- A. Payment of \$16,000.00 within thirty (30) days of the effective date of this agreement;
- B. Payment of \$10,000.00 within sixty (60) days of the effective date of this agreement; and
- C. Payment of \$ 10,000.00 within ninety (90) days of the effective date of this agreement.

Section 5. Negotiation of Long-Term Agreement.

The City and the DDA hereby mutually agree to negotiate in good faith during the term of this agreement toward agreeing to a mutually convenient long-term intergovernmental agreement with one another for joint services, for the provision of services, and/or for the joint or separate use of facilities or equipment which

the City and the DDA are authorized by law to undertake or provide.

Section 6. Accounting.

The DDA agrees to keep books and financial records relating to the expenditure of all funds received from the City pursuant to this agreement, Such books and financial records shall be maintained in a manner that utilizes generally accepted accounting principles and methods and shall be subject to audit and examination by the City at the City's discretion.

Section 7. Term of Agreement.

This agreement shall become effective on the date upon which the second of the two parties hereto approve this agreement in a public meeting (the "effective date"). This agreement shall terminate ninety (90) days from the effective date unless further extended by mutual agreement of the parties. Such an extension may take the form of a new agreement between the parties which adopts certain provisions of this agreement and thereby extends such provisions in full force and effect.

Section 8. Entire Agreement.

This agreement, including any attachments and exhibits, constitutes all of the understandings and agreements existing between the City and the DDA with respect to the subject matter identified in this agreement. Furthermore, this agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to such subject matter. No representation, written or oral, not incorporated in this agreement shall be binding upon the City or the DDA.

Section 9. Amendments.

This agreement shall not be amended or modified except by agreement in writing executed by the Mayor of the City and the Chairman of the DDA upon approval by the Board of Mayor and Commissioners of the City and the Board of Directors of the DDA, respectively.

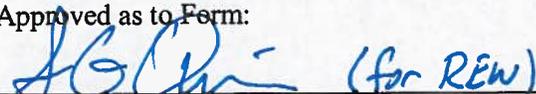
**DOWNTOWN DEVELOPMENT AUTHORITY,
CITY OF AVONDALE ESTATES**

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

By: _____
Chairman of the Board of Directors

By: _____
Jonathan Elmore, Mayor

Attest: _____
City Clerk

Approved as to Form:


Robert E. Wilson, City Attorney

EXHIBIT "A"

Description of Art Lot

[Attach]

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SERVICES AND USE OF FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Avondale Estates, a Georgia Municipal Corporation (hereafter "the City"), and the Downtown Development Authority of Avondale Estates (hereafter "the DDA").

WITNESSETH:

WHEREAS, the City and the DDA desire to provide for the public a certain interactive public art display and recreational facility referred to herein as the "Art Lot" and described in detail by Exhibit "A" hereto; and

WHEREAS, the City owns certain property which was formerly the site of the old Avondale Pizza Café and is known as 70 N. Avondale Road, which the parties hereto agree is a suitable and appropriate location for the "Art Lot"; and

WHEREAS, the DDA has certain skills, qualifications and experience which may be put to use to promote the downtown area of Avondale Estates as a good place to do business and the City is desirous of contracting with the DDA to fund the provision of such promotional services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings made in this agreement, and for other good and valuable consideration, the City and the DDA consent and agree as follows:

Section 1. Purpose and Intent.

The purpose of this agreement is to provide for the benefit of the citizens of Avondale Estates by the provision of certain services by the DDA to the City and the use of certain City facilities by the DDA, and for other related purposes contemplated by the Georgia Constitution Art. IX, § 3, ¶ 1, as more fully described in the foregoing recitals which are hereby incorporated by reference and included as material terms of this agreement.

Section 2. Services to be Provided by DDA,

A. "Art Lot" Project.

The DDA will cause to be planned, developed, installed and maintained the "Art Lot" interactive public art display and recreational facility in substantial conformance with Exhibit "A" hereto. The DDA shall be solely responsible for the means and method of performing such work and may elect to contract with individuals or entities to perform such work in substantial conformance with the description set forth in Exhibit "A." The City will reasonably cooperate with the DDA with such approvals, permits or services as may be required to effect the purposes of this agreement. The "Art Lot" shall be ADA compliant. The DDA or such persons as it may contract with for such purposes shall own and control the improvements erected in connection with the "Art Lot" during the term of this agreement and shall cause to be removed said improvements upon the expiration of this agreement or when the parties mutually agree, whichever shall occur first. The DDA represents and warrants that it will require the Avondale

Estates Arts Alliance to indemnify it and hold it harmless against any claim whatsoever arising from the construction, use or maintenance of the "Art Lot" or wrongful death, personal injury or premises liability originating from the real property known as 70 N. Avondale Road, and in connection with the "Art Lot" to name the DDA as an additional insured under the public liability insurance policy carried by the Avondale Estates Arts Alliance. The DDA shall indemnify and hold harmless the City for any claim whatsoever arising from the construction, use or maintenance of the "Art Lot," but only from the net proceeds of any public liability insurance covering the same or other indemnity provided by the Avondale Estates Arts Alliance.

B. Promotion of the Downtown Area.

The DDA shall commit substantial efforts to promoting the downtown area of the City as a desirable place to do business and to visit. Such promotion may include, without limitation, promoting the downtown area as a relocation destination for existing businesses, as a beneficial location for starting a new business, as an attractive destination for hosting public or private events, as a shopping destination for the public to take advantage of existing retail businesses, advertising the many advantages and benefits of the downtown area of the City in media, and developing real estate to accomplish such purposes.

Section 3. Use of City Property.

The City agrees to allow the DDA to use its real property known as 70 N. Avondale Road for the site of the "Art Lot" interactive art installation and recreational facility during the term of this agreement, or until the parties mutually agree to discontinue the "Art Lot," whichever shall occur first. The DDA agrees that it will not charge any person or persons to enter or go upon such property for recreational use and enjoyment of the "Art Lot." Instead, the "Art Lot" will be free and open to all persons during operating hours to be established by the DDA. The DDA agrees to indemnify and hold harmless the City against any claim alleging wrongful death, personal injury or premises liability originating from the property known as 70 N. Avondale Road during the term of this agreement and/or the "Art Lot" installation, but only from the net proceeds of any insurance covering the same or other indemnity provided by the Avondale Estates Arts Alliance.

Section 4. Payments to DDA.

In exchange for the services to be provided to the City by the DDA as described in Section 2 of this agreement, the City shall make the following payments to the DDA:

- A. Payment of \$16,000.00 within thirty (30) days of the effective date of this agreement;
- B. Payment of \$10,000.00 within sixty (60) days of the effective date of this agreement; and
- C. Payment of \$ 10,000.00 within ninety (90) days of the effective date of this agreement.

Section 5. Negotiation of Long-Term Agreement.

The City and the DDA hereby mutually agree to negotiate in good faith during the term of this agreement toward agreeing to a mutually convenient long-term intergovernmental agreement with one another for joint services, for the provision of services, and/or for the joint or separate use of facilities or equipment which

the City and the DDA are authorized by law to undertake or provide.

Section 6. Accounting.

The DDA agrees to keep books and financial records relating to the expenditure of all funds received from the City pursuant to this agreement, Such books and financial records shall be maintained in a manner that utilizes generally accepted accounting principles and methods and shall be subject to audit and examination by the City at the City's discretion.

Section 7. Term of Agreement.

This agreement shall become effective on the date upon which the second of the two parties hereto approve this agreement in a public meeting (the "effective date"). This agreement shall terminate ninety (90) days from the effective date, subject to the right of the DDA to extend this agreement for a period of sixty (60) days by written notice to the City, and unless further extended by mutual agreement of the parties. Such an extension may take the form of a new agreement between the parties which adopts certain provisions of this agreement and thereby extends such provisions in full force and effect.

Section 8. Entire Agreement.

This agreement, including any attachments and exhibits, constitutes all of the understandings and agreements existing between the City and the DDA with respect to the subject matter identified in this agreement. Furthermore, this agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to such subject matter. No representation, written or oral, not incorporated in this agreement shall be binding upon the City or the DDA.

Section 9. Amendments.

This agreement shall not be amended or modified except by agreement in writing executed by the Mayor of the City and the Chairman of the DDA upon approval by the Board of Mayor and Commissioners of the City and the Board of Directors of the DDA, respectively.

**DOWNTOWN DEVELOPMENT AUTHORITY,
CITY OF AVONDALE ESTATES**

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

By: _____
Chairman of the Board of Directors

By: _____
Jonathan Elmore, Mayor

Attest: _____
City Clerk

Approved as to Form:


Robert E. Wilson, City Attorney

EXHIBIT "A"

Description of Art Lot

[Attach]

Pavement to Park Concept, a project presented by the Avondale Arts Alliance

Project Title: The Art Lot

Location: E. College/N. Avondale Rd, City owned property (formerly Avondale Pizza Café)

The Avondale Arts Alliance in collaboration with the City of Avondale Estates, artists, local citizens and businesses, is planning to create a temporary city park in an underutilized space fronting N. Avondale near the Tudor Village.

The concept is taking currently unused—and ugly—land and turning it into a pop-up art park. The vision is to create a temporary public space where locals and visitors alike can explore a creative experience that would involve sculptures and visual art installations, green walls and a performance space. It could also be used for many other daily uses from families picnicking to office workers using it for a coffee break.

The project aims to support and increase pedestrian safety, neighborhood identity, and beautification along the busy 4-lane corridor. Activating this area of the downtown will help shape and define plans for a more permanent future development investment by the City. The project is intended to be a public experiment for the City, supported by City funding, to work with local communities and organizations to temporarily test new ideas in the public realm.

Goals

- Attract new visitors to the Central Business District to support businesses
- Develop and test arts-related programming on a consistent basis to build a catalog of successful events for the downtown area
- Reimagine the potential of downtown city streets and park spaces
- Highlight and grow the awareness of the unique artistic character of Avondale Estates
- Encourage non-motor transportation
- Enhance pedestrian safety & activities
- Engage neighbors, schools and community to contribute and participate

Materials and design installations are meant to be curated, attractive, temporary, easily moveable, be open to the need for design changes and offer a unique artist-driven design aesthetic. The Art Lot would remain in place on a trial basis as an “ongoing festival” where a variety of arts programming would occur on a weekly or monthly basis. Over time, the space could be reclaimed permanently as public open spaces or be developed into other projects.

REET 40' RW WIDTH

40'

12°41'10" W

6" CURB

100.00'

N 78°05'55" E

100.00'

N 78°05'55" E

30.00'

N 78°05'55" E

N 12°41'10" W

6" CURB

LAKE STREET 40' RW WIDTH

24" CONC. C&G

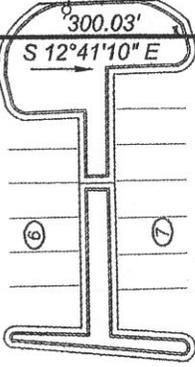
ASPHALT PAVEMENT

TRACT "IV"
0.688 ACRES
30,000.2+/- SQ. FT.
TP# 15 249 16 001
ADDR = 70 N AVONDALE RD.

TRACT "III"
0.378 ACRES
16,500.0+/- SQ. FT.
TP# 15 249 16 002
ADDR = 68 N AVONDALE RD.

ELEC. BOX

CONC. FLUME



EXIST. ONE STY. BRICK BUILDING
1395+/- SQ. FT.

CONC.

WALL

CONCRETE

N 12°41'10" W 300.03'

S 12°41'10" E 300.03'

EXISTING TWO STORY BRICK BUILDING
3424+/- SQ. FT.

CONC. WALK

N 10°46'25" W 110.8'

CONC. WALK 100.00'

S 78°05'55" W

N. AVONDALE ROAD

RW WIDTH VARIES

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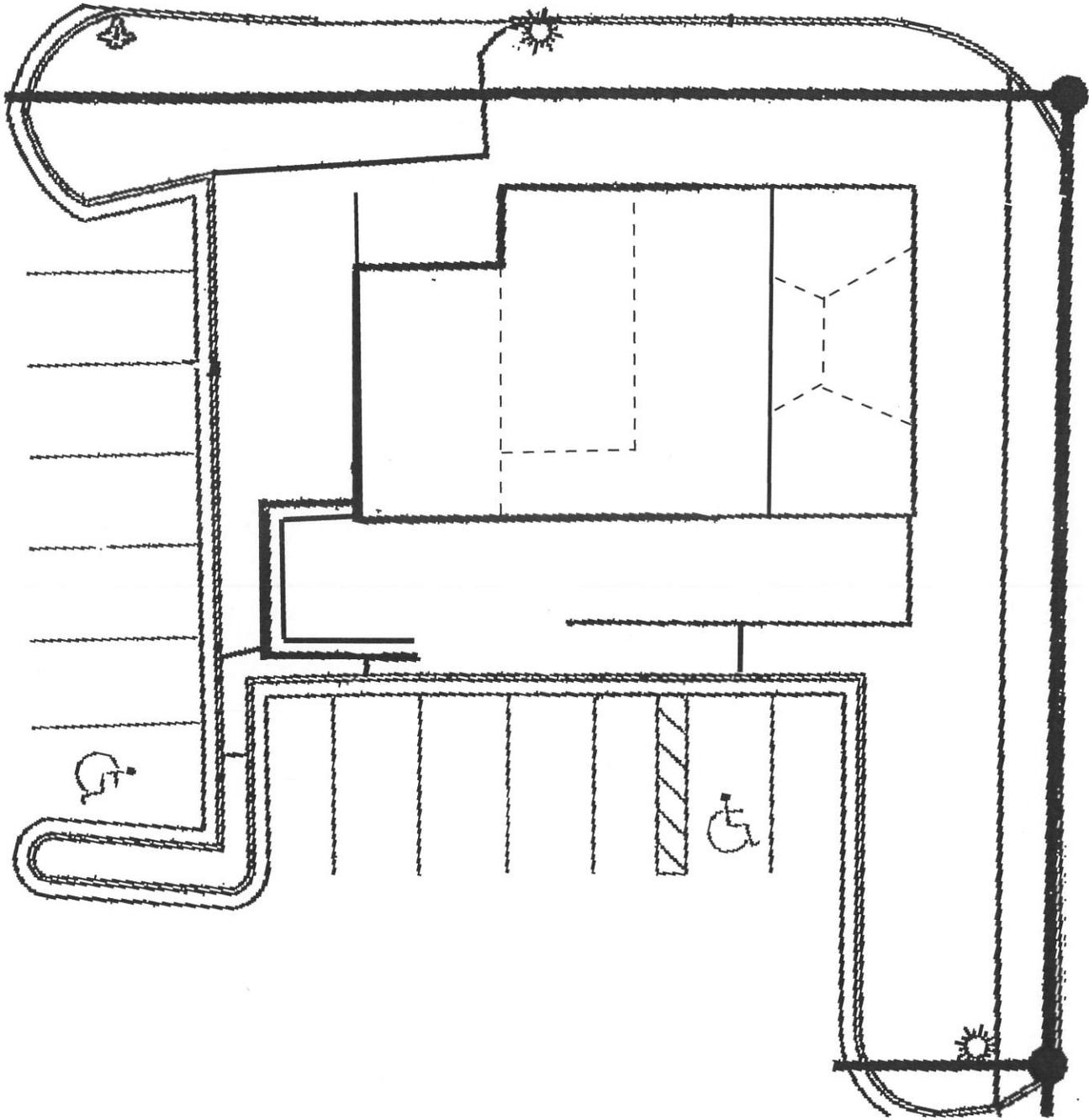
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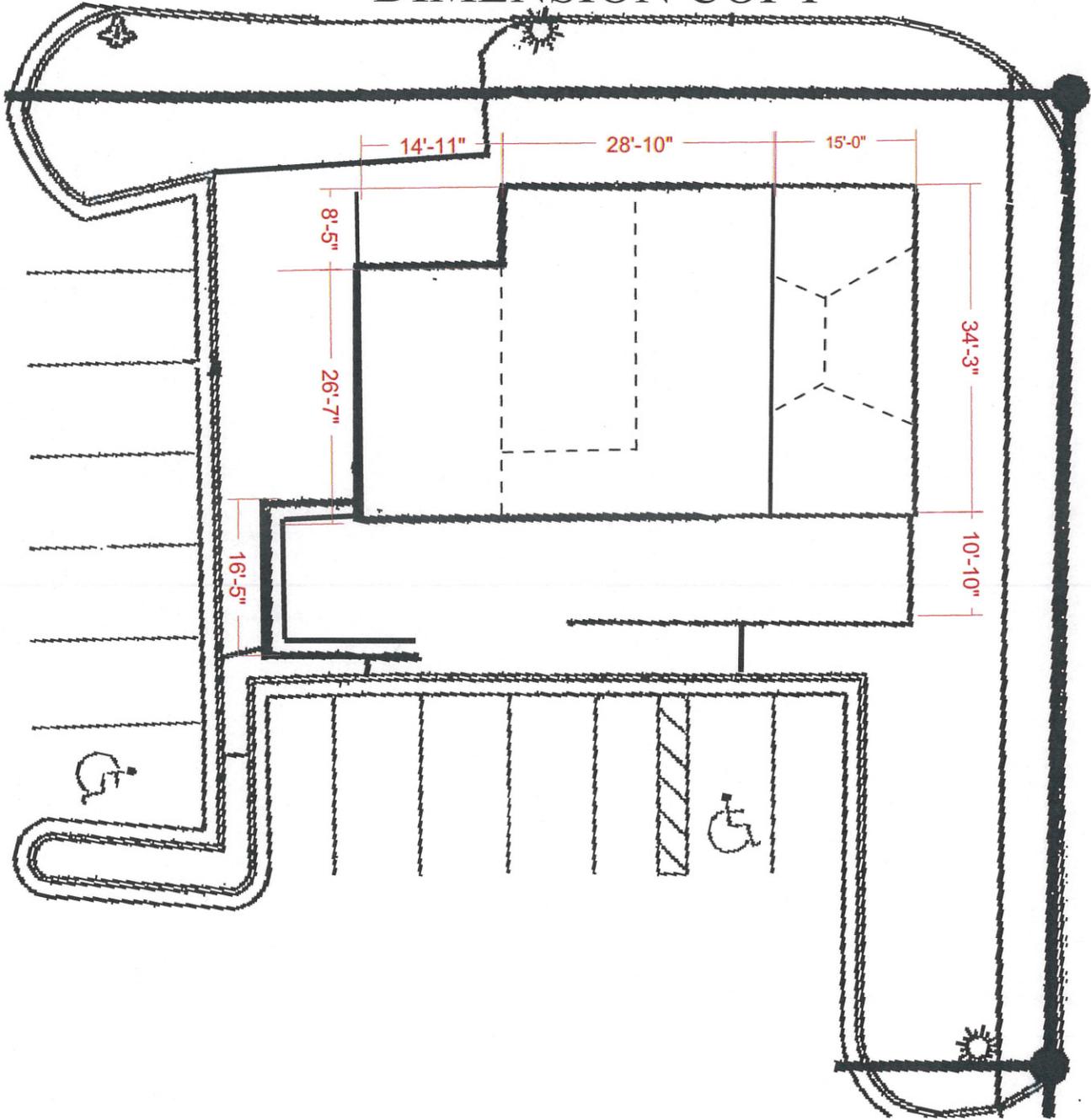
NE POB TRT. "IV"

NS 6" CURB

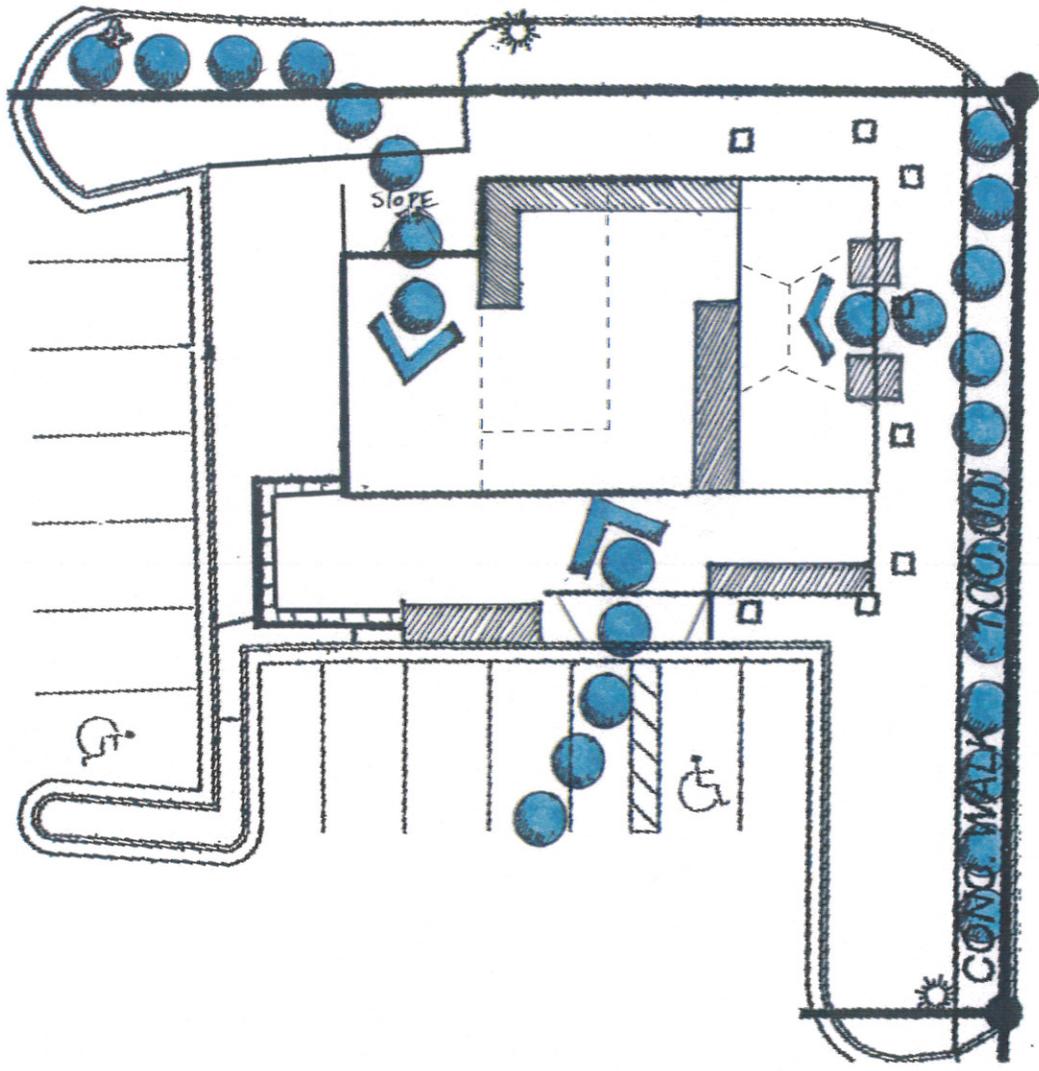
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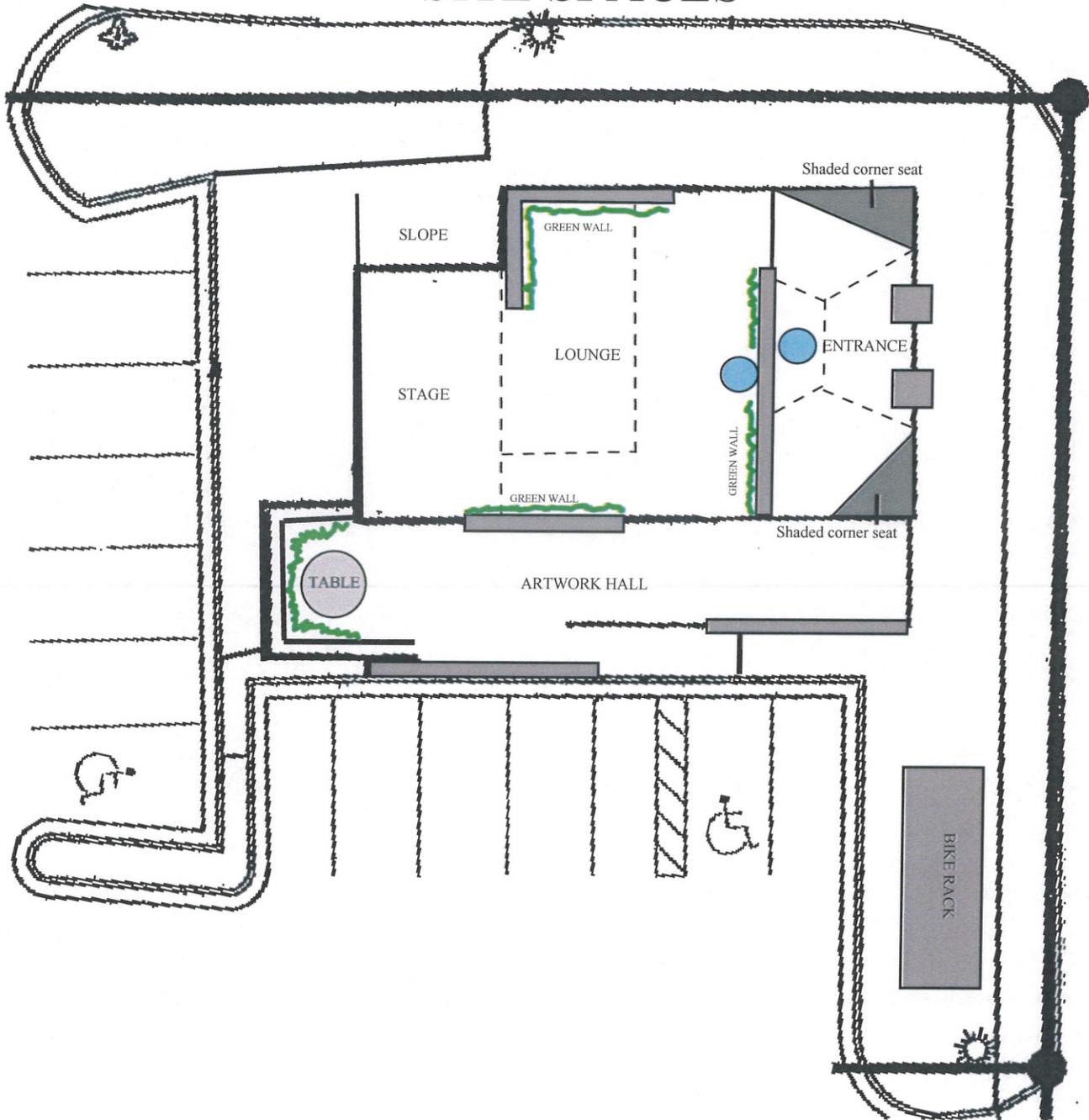
DIMENSION COPY



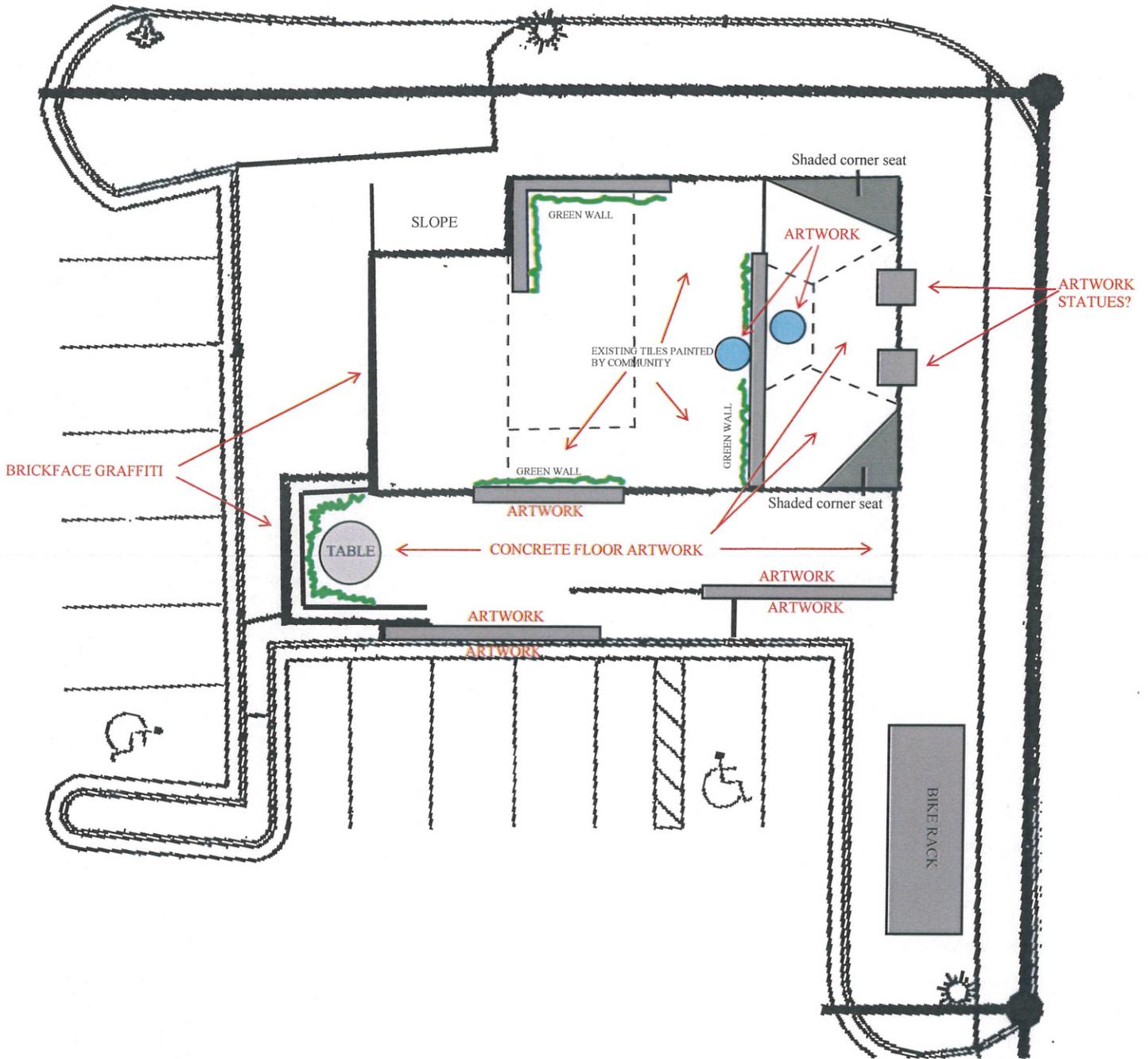
TRAFFIC FLOW



SITE SPACES



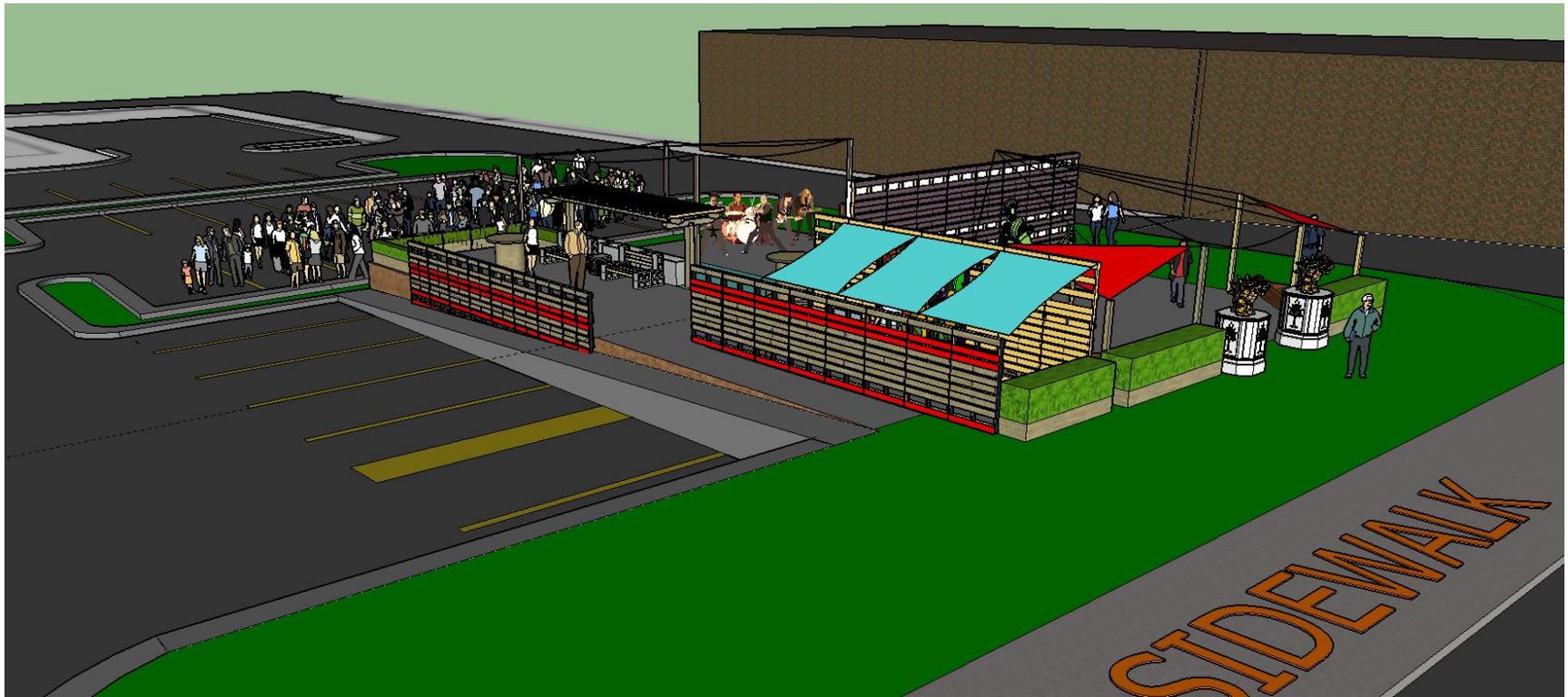
ARTWORK POTENTIAL















A RESOLUTION

AUTHORIZING THE CITY MANAGER TO CONTRACT FOR SERVICES TO REPAIR AND PAVE N. CLARENDON AVENUE FROM N. AVONDALE ROAD TO OLD ROCKBRIDGE ROAD, BERKELEY ROAD FROM CLARENDON AVENUE TO DUNWICK DRIVE, LAKESHORE DRIVE FROM HESS DRIVE TO THE DEAD END OF LAKESHORE DRIVE AND HESS DRIVE FROM WILTSHIRE DRIVE TO THE CUL-DE-SAC

WHEREAS, the City of Avondale Estates is dedicated to providing a safe and aesthetically pleasing City where the residents can live, work and play; and

WHEREAS, the City of Avondale Estates has established a priority list for repair and maintenance for the City's roads;

WHEREAS, the City of Avondale Estates has determined that N. Clarendon Avenue from N. Avondale Road to Old Rockbridge Road, Berkeley Road from Clarendon Avenue to Dunwick Drive, Lakeshore Drive from Hess to the dead end of Lakeshore Drive and Hess Drive from Wiltshire Drive to the cul-de-sac are the number one priority roadway sections for repair and paving based on current conditions;

WHEREAS, the City of Avondale Estates received bids from qualified applicants to complete the work outlined in the Request for Proposals and determined that HEH Paving is the most responsive bidder; and

NOW, AND THEREFORE, BE IT RESOLVED, the Board of Mayor and Commissioners of the City of Avondale Estates hereby authorizes the City Manager to contract with HEH Paving for expenses not to exceed \$432,877.59.

SO RESOLVED, this 27th day of July, 2016.

CITY OF AVONDALE ESTATES
BOARD OF MAYOR AND COMMISSIONERS

Jonathan Elmore, Mayor

Attest: _____
Gina Hill, City Clerk

A RESOLUTION

**APPOINTING TWO MEMBERS TO THE ETHICS BOARD FOR THE CITY OF
AVONDALE ESTATES**

WHEREAS, City of Avondale Estates has adopted an ordinance creating an Ethics Board; and

WHEREAS, the Board of Mayor and Commissioners has the authority to appoint one member; and the Mayor has the authority to appoint one member;

WHEREAS, the Ethics Board has two such members whose terms expired June 27, 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Mayor and Commissioners of the City of Avondale Estates that the following members be appointed to the Ethics Board:

Josh Norris (appointed by Mayor Elmore)
Mary Ann Anziano (appointed by BOMC)

Term to expire on June 27, 2021
Term to expire on June 27, 2021

SO RESOLVED this 27th day of July, 2016.

**BOARD OF MAYOR AND COMMISSIONERS OF
THE CITY OF AVONDALE ESTATES, GEORGIA**

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk