

1. Agenda

Documents:

[BOMC-11-14-16-RM-AGENDA.PDF](#)

2. Agenda Item No. 9 (1)

Documents:

[BUDGETORD.PDF](#)

2.I. Agenda Item No. 9 (2)

Documents:

[BLDG PERMITS NOW 12 MONTHS 10-13-16.PDF](#)

2.II. Agenda Item No. 9 (3)

Documents:

[LAKE AVONDALE WILLIS PARK 11-10-16.PDF](#)

3. Agenda Item No. 10

Documents:

[HPC PACKET.PDF](#)



BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
November 14th, 2016
Immediately following public hearing

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Invocation (Mayor Pro Tem Giager)
- Item No. 3 Pledge to the Flag
- Item No. 4 Adoption of Agenda
- Item No. 5 Approval of Minutes:
September 19th Special Called Meeting
September 29th Special Called Work Session
October 10th 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:
- Second Reading of an Ordinance Adopting the Budget for Fiscal Year 2017 for the City of Avondale Estates
 - Second Reading of an Ordinance to Amend the Avondale Estates Code of Ordinance Division 3. PERMITS Sec. 5-76
 - Second Reading of an Ordinance Amendment to Park and Lake Restrictions
- Item No. 10 New Business:
- Historic Preservation Commission Contract for Professional Services
 - Resolution Appointing/Reappointing Members to the Board of Appeals
 - Resolution Reappointing Member of the Personnel Board
- Item No. 11 Announcements (Mayor Pro Tem Giager)
- City Hall will be closed on Thursday, November 24th and Friday, November 25th for the Thanksgiving holiday.

- Lots of events coming up as the holiday season gets into high gear. The Annual Christmas tree lighting will take place on Monday, November 28th at 6:30 p.m. at the intersection of South Avondale Road and Clarendon Avenue. The First Baptist Church Avondale will be caroling and Boy Scouts will be handing out treats. Santa himself will make a special appearance.
- The lighting of the Lake Avondale Christmas Tree will take place on Saturday, December 3rd at 6 p.m.
- The City's Menorah celebrating the Jewish holiday of Hanukkah will be lit across the street from City Hall every evening from December 24th through January 1st.
- We regret to announce the passing of long-time resident Leila Browning of 31 Dartmouth Avenue.

Item No. 12

Adjournment

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE BUDGET FOR FISCAL YEAR 2017 FOR
THE CITY OF AVONDALE ESTATES**

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

SECTION 1. Adoption by Reference. The document entitled "City of Avondale Estates 2017 Adopted Budget," comprised of the General Fund, the Capital Project Funds, The Enterprise Funds, and Trust Funds, marked accordingly and attached hereto, is incorporated herein by reference and is hereby adopted as the Budget for Fiscal Year 2017 for the City of Avondale Estates, Georgia.

SECTION 2. Special Authorization. The City Manager shall be authorized to reallocate departmental appropriations among various line item expenditures of that department as said officer believes necessary. The City Manager shall also be authorized to effect interdepartmental transfers, in the same fund, not to exceed \$10,000.00. Any such transfers shall be reported to the governing authority at its next regular meeting and shall be entered in the minutes.

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Avondale Estates.

First Reading: October 24, 2016

Second Reading: November 14, 2016

Legal Notices Published: October 27th, 2016 – Champion Newspaper

Public Hearing: November 14, 2016

Third Reading: December 12, 2016

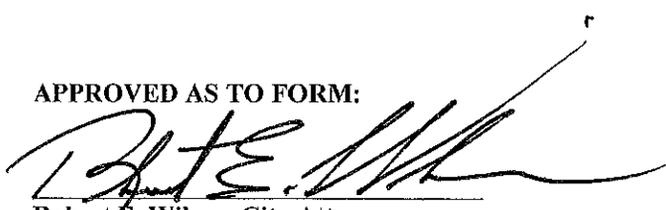
ADOPTED THIS 12th DAY OF DECEMBER, 2016.

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

Jonathan Elmore, Mayor

ATTEST: _____
Gina Hill, City Clerk

APPROVED AS TO FORM:



Robert E. Wilson, City Attorney

ORDINANCE NO. 16-_____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO AMEND CHAPTER 5 OF THE CODE OF ORDINANCES CONCERNING BUILDING CONSTRUCTION, ARTICLE III, DIVISION 3 REGARDING BUILDING PERMITS, TO PROVIDE FOR 12 MONTHS TO COMPLETE PERMITTED BUILDING ACTIVITY; TO PROVIDE FOR AN EXTENSION PERIOD OF AN ADDITIONAL 180 DAYS; AND TO REPEAL CONFLICTING ORDINANCES.

WHEREAS, City Code § 5-76 currently provides that building permits automatically expire six (6) months from the date of issuance; and

WHEREAS, City staff has determined that a six-month period does not represent a fair and reasonable length of time for completion of construction projects within the City; and

WHEREAS, the Board of Mayor and Commissioners desires to allow for a reasonable amount of time to complete building projects and to vest the city manager with discretion to extend such period of time.

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

Section 1. City Code § 5-76 is hereby repealed and replaced with the following:

“Sec. 5-76. – Expiration.

The time period under which work authorized by a building permit must be completed shall be twelve (12) months from the date of issuance. Upon application by the permittee prior to expiration of the permit, the city manager shall have the authority to extend such period for an additional one hundred eighty (180) days only when construction has begun in good faith within the initial twelve month period and when the work is incomplete due to the scope of the project or factors beyond the applicant's control, including, but not limited to, weather and illness. Any building permit not so extended shall be absolutely void after twelve (12) months from the date of issuance, and fees paid shall be forfeited. If work described in the building permit has not commenced within six (6) months from the date of issuance, the permit shall expire. Once a permit expires, the application, plans and specifications shall be reviewed and a new permit required before work is started or resumed.”

Section 2. This Ordinance is intended to be severable. If any section, subsection, paragraph, sentence or word of this Ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Mayor and Commissioners hereby declares that it would have passed each

section, subsection, paragraph, sentence or word of this Ordinance irrespective of the invalidity of any other section, subsection, paragraph, sentence or word.

Section 3. This Ordinance shall become effective immediately upon its adoption by the Avondale Estates Board of Mayor and Commissioners.

ADOPTED THIS _____ DAY OF _____, 2016.

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

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

APPROVED AS TO FORM:



Robert E. Wilson
City Attorney

ORDINANCE NO. 16-_____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO AMEND CHAPTER 15 OF THE CODE OF ORDINANCES, CONCERNING PARKS AND RECREATION, TO REMOVE CERTAIN PROVISIONS LIMITING THE USE OF LAKE AVONDALE AND CERTAIN PARK AND PLAYGROUND FACILITIES TO RESIDENTS OF THE CITY AND THEIR GUESTS AND TO REPEAL CONFLICTING ORDINANCES.

WHEREAS, G. F. Willis deeded certain property to the City of Avondale Estates on August 16, 1928 “for the exclusive use and pleasure of the residents of the city, their children, and guests”; and

WHEREAS, such use restriction has been incorporated in Chapter 15 of the City Code of Ordinances; and

WHEREAS, the property deeded to the City by G. F. Willis has been improved and maintained by the City over the past 88 years and is currently used as Lake Avondale, Willis Park, and the playground at Willis Park; and

WHEREAS, the City attorney has advised the Board of Mayor and Commissioners that the use restriction contained in the deed from G. F. Willis is legally unenforceable; and

WHEREAS, the City of Avondale Estates is an open and welcoming community; and

WHEREAS, the Board of Mayor and Commissioners has determined that it is in the best interest of the City and its citizens to remove the outdated language restricting the use of Lake Avondale, Willis Park and the playground at Willis Park from the City Code.

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

Section 1. City Code § 15-1 is hereby deleted and replaced with the following:

“Sec. 15-1. – Lake Avondale – Use Restricted.

- (a) All dogs present at Lake Avondale must display a current license and be restrained on a leash held by a person competent to maintain control.
- (b) It shall be unlawful for any person to swim in Lake Avondale.
- (c) No watercraft shall be allowed in Lake Avondale.”

Section 2. City Code § 15-3 is hereby deleted and replaced with the following:

“Sec. 15-3. – Willis Park and playground.

- (a) Park hours are from 7:00 a.m. until sundown. It shall be unlawful to be present in Willis Park outside of such hours.
- (b) All dogs in Willis Park must display a current license and be restrained on a leash held by a person competent to maintain control.”

Section 3. This Ordinance is intended to be severable. If any section, subsection, paragraph, sentence or word of this Ordinance is for any reason held to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Mayor and Commissioners hereby declares that it would have passed each section, subsection, paragraph, sentence or word of this Ordinance irrespective of the invalidity of any other section, subsection, paragraph, sentence or word.

Section 4. This Ordinance shall become effective immediately upon its adoption by the Avondale Estates Board of Mayor and Commissioners.

ADOPTED THIS _____ DAY OF _____, 2016.

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

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

APPROVED AS TO FORM:



Robert E. Wilson
City Attorney

Historic Preservation Commission (HPC)/Architectural Review Board (ARB) Consultant Selection

The City of Avondale Estates received proposals from Karen Huebner and The Jaeger Company (now known as WLA Studios) to fill the consultant position for HPC/ARB application review, recommendation and meeting attendance. The consultant will assist these boards with the interpretation of the design guidelines to ensure the preservation of the City's historic resources and compatible infill development. The HPC/ARB interviewed both applicants and determined that while both would meet the needs of the HPC/ARB, WLA Studios was selected based on in-house resources and price.

CONTRACT FOR PROFESSIONAL SERVICES

This CONTRACT, made and dated this 20th day of October in the year 2016:

BY AND BETWEEN Williamson Landscape Architecture, LLC, with offices located at 675 Pulaski Street, Suite 1000, Athens, Georgia 30601, hereafter referred to as "CONSULTANT" and City of Avondale Estates with offices located at 21 North Avondale Plaza, Avondale Estates, GA 30002, hereafter referred to as "CLIENT":

WHEREAS CLIENT intends to: Need Design Review Assistance for the Historic Preservation Commission (HPC)/Architectural Review Board (ARB)
and:

WHEREAS CLIENT is desirous of engaging CONSULTANT to perform services for the project as described in *Article I, Scope of Work*:

NOW, THEREFORE, the CLIENT and CONSULTANT agree to the terms presented below.

ARTICLE I: SCOPE OF WORK

Scope of Work is defined as the following consulting services:

- Application review, written analysis, and staff recommendations for all Certificates of Appropriateness (COA-HPC) and Certificates of Approval (COA-ARB). All review, analysis and recommendations shall be disseminated to the ARB and HPC members and Permit Concierge or appropriate staff one week prior to the scheduled ARB and HPC meeting(s).
- A site visit to subject properties, as necessary, to confirm or amend conclusions given in the staff reports.
- Attendance at all ARB and HPC meetings to participate in the design review process, answer procedural questions and generally provide advice on design matters.
- Additional services, as approved by the City of Avondale Estates City Manager or Board of Mayor and Commissioners depending upon cost or specific project, such as preparation of amendments to the ARB and HPC ordinances, reports to the Board of Mayor and Commissioners, reports to City staff, work sessions, etc.

ARTICLE II: PRODUCTS

The following products will be prepared and provided the CLIENT in accordance with a mutually agreed upon performance schedule:

- PDF Document, Digital Files

ARTICLE III: SCHEDULE OF FEES

A. FEE

The fee to perform the Scope of Work presented in *Article I*, and to produce the products specified in *Article II* will be:

Time and materials which includes:

1. The labor associated with the performance of the Scope of Work and the production of the specified products.
2. Office overhead to support the production labor.

CONSULTANT will bill CLIENT by the hour for professional services rendered. If CONSULTANT believes that more than two (2) hours are required to review an application or other HPC/ARB agenda item, CONSULTANT will contact CLIENT and obtain pre-approval before performing such work.

Hourly rates are as follows:

Debbie Curtis Toole, Architectural Historian-Assigned City Consultant	\$95/hour
Madie Fischetti, Sr. Historical Landscape Architect	\$95/hour
Dale Jaeger, Principal Landscape Architect/Preservation Planner	\$160/hour
Jerry Weitz, Principal Planner	\$100/hour

B: EXPENSES

CONSULTANT'S actual expenses, including but are not limited to such items as Long Distance Calling/Fax, Printing Costs, and Reproducing Costs, will be billed to CLIENT as expended. The CLIENT will be notified and approval requested if CONSULTANT believes that additional expenses are required.

Travel expenses will be paid by CLIENT to CONSULTANT on a flat rate basis of \$50.00 for each trip to an HPC/ARB meeting and for any trip by CONSULTANT to the City of Avondale Estates requested by CLIENT for CONSULTANT to personally inspect property that is the subject of an application.

ARTICLE IV: BILLING PROCEDURES AND PAYMENT TERMS

A. BILLING PROCEDURES

Invoices will be presented monthly after the execution of this contract for the work completed during that period.

B. PAYMENT TERMS

Invoices are due and payable 10 days from the date of the invoice and considered delinquent if not paid within 30 days of their date.

A surcharge of 1.5% per month will be applied to the balance due on all accounts for each 30 days past due.

ARTICLE V: CLIENT'S RESPONSIBILITIES

- A. Promptly provide full information regarding the requirements of the project and base data as specified below at no cost to the CONSULTANT. CLIENT warrants the accuracy of such information and shall indemnify and hold the CONSULTANT harmless from all expenses, claims and/or liability resulting from the use of such information.
- B. Designate a representative to act in its behalf with respect to this project.
- C. Promptly report verbally and in writing to the CONSULTANT any fault or defect in the CONSULTANT'S services.
- D. Provide timely decisions and direction with respect to the project.
- E. Provide necessary access to the project and project site.

ARTICLE VI: OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports and other products of the CONSULTANT'S work shall be and remain the property of the CLIENT'S upon payment for the Scope of Work and Products completed.

ARTICLE VII: TERMINATION OF AGREEMENT

- A. CLIENT may terminate CONSULTANT'S services under this contract at will upon paying sums due CONSULTANT as set forth in Paragraph D. below and after giving 10 days prior written notice stating the reason for such termination.

B. CONSULTANT may terminate its services under this contract without liability for damages if not compensated pursuant to the terms of Article IV, Paragraph B. or upon material breach of contract by the CLIENT.

C. If the project is suspended by the CLIENT for a period of over 60 days, CLIENT shall make payments pursuant to Paragraph D. below.

D. Payment, in the event of termination or suspension of the CONSULTANT'S services under this article, shall be made to the CONSULTANT for all services performed to date of same, including all reimbursable expenses and charges for services incurred.

ARTICLE VIII: PUBLICITY

The CONSULTANT shall be free to use copies of the products in the promotion of its business unless otherwise directed by the CLIENT.

ARTICLE IX: ASSIGNMENT

Except as provided herein above or otherwise agreed in writing by the parties hereto, any assignment, hypothecation, transfer or subletting of this contract or any rights or duties hereunder, shall be void.

ARTICLE X: EXTENT OF AGREEMENT AND NONWAIVER

This agreement sets forth all the rights and obligations of the parties with respect to the Project, both with respect to the work previously done and to be done. This agreement supersedes all prior agreements and understandings of any nature and may be modified only by an instrument executed in writing by duly authorized persons. This agreement is binding on and inures to the benefit of the CLIENT and CONSULTANT, as well as their respective legal representatives, partners, heirs, administrators, successors and assigns. The failure of either party, in any one or more instances, to insist upon strict performance of any of the terms of this agreement or to exercise any right herein conferred, shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or reply upon any such terms or rights in any other instances. In the event any provision of this contract shall be held to be invalid and unenforceable, the other provisions of this contract shall be valid and binding on the parties hereto. This Agreement may not be modified except by a written modification agreement, signed by CLIENT and CONSULTANT.

ARTICLE XI: GOVERNING LAWS

This contract shall be covered exclusively by the laws applicable to contracts made and wholly performed in the State of Georgia.

ARTICLE XII: SCOPE OF AUTHORITY

The persons signing this agreement on behalf of the CLIENT and the CONSULTANT warrant that he or she has the authority to do so, and if a corporation, is an officer of same.

ARTICLE XIII: ENFORCEABILITY

This contract shall not be enforceable by either party until this contract is signed by both parties.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have signed and executed this contract the day and year identified below.

CLIENT NAME City of Avondale Estates CONSULTANT: Williamson Landscape Architecture, LLC

BY: _____

BY: Keyes Williamson

Name:

Name: Keyes Williamson

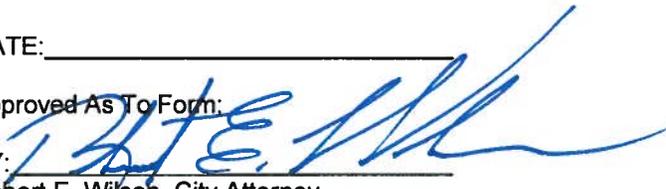
Title:

Title: Principal

DATE: _____

DATE: October 20, 2016

Approved As To Form:

BY:  _____

Date: _____

Robert E. Wilson, City Attorney