

1. Agenda

Documents:

[BOMC-10-25-23-RM-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Commissioner Comments

4. Consider Ordinance To Abolish Tree Board, Abolish Lake Avondale Advisory Board And Amend Regulations Pertaining To Public Trees

Documents:

[AE PUBLIC TREE ORDINANCE DRAFT 10.18.23.PDF](#)

5. Consider Ordinance To Create The Greenspace Advisory Committee

Documents:

[GREENSPACE ADVISORY COMMITTEE ORDINANCE DRAFT 10.18.23.PDF](#)

6. Consider Ordinance To Regulate Special Events

Documents:

[AE SPECIAL EVENTS ORDINANCE 10.19.23.PDF](#)

7. Contract With Southern Premiere Contractors For Stormwater Pipe Repair On Lakeshore Drive In Amount Not To Exceed \$116,718

Documents:

[RES FOR LAKESHORE STORMWATER REPAIR.PDF](#)
[1051 LAKESHORE CONTRACT REVISED DRAFT 10.2.23.PDF](#)

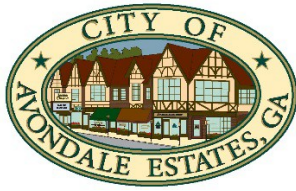
8. Contract With Southern Premiere Contractors For Dunwick Phase 1 Stormwater Repair In Amount Not To Exceed \$108,000

Documents:

[RES FOR DUNWICK STORMWATER REPAIR.PDF](#)
[1133 DUNWICK DR CONTRACT REVISED DRAFT 10.2.23.PDF](#)

9. Public Comment

10. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
OCTOBER 25TH, 2023
5:30 P.M.**

AGENDA

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Commissioner Comments**
- Item #4 **Consider Ordinance to Abolish Tree Board, Abolish Lake Avondale Advisory Board and Amend Regulations Pertaining to Public Trees**
- Item #5 **Consider Ordinance to Create the Greenspace Advisory Committee**
- Item #6 **Consider Ordinance to Regulate Special Events**
- Item #7 **Contract with Southern Premiere Contractors for Stormwater Pipe Repair on Lakeshore Drive in Amount not to Exceed \$116,718**
- Item #8 **Contract with Southern Premiere Contractors for Dunwick Phase 1 Stormwater Repair in Amount not to Exceed \$108,000**
- Item #9 Public Comment
- Item #10 Adjournment

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO AMEND CHAPTER 17 OF THE CITY CODE, REGARDING STREETS AND SIDEWALKS; TO ABOLISH THE TREE BOARD; TO ABOLISH THE LAKE AVONDALE ADVISORY BOARD; AND FOR OTHER PURPOSES.

WHEREAS, trees and vegetation located on public property, including rights of way, are a valuable natural resource that the Board of Mayor and Commissioners desires to preserve, protect and promote; and

WHEREAS, the Board of Mayor and Commissioners desires to abolish the Tree Board and the Lake Avondale Advisory Board and to consolidate the duties of these two boards into the newly created Greenspace Advisory Committee.

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1. The Avondale Estates Tree Board is hereby abolished.

Section 2. The Avondale Estates Lake Avondale Advisory Board is hereby abolished.

Section 3. Article II of Chapter 17 of the City Code is hereby renamed “Public Trees.”

Section 4. Existing Section 17-40 of the City Code is hereby repealed and the following language is hereby adopted:

“Sec. 17-40. Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public tree means any tree, shrub, bush or other woody vegetation in any public park or other property owned by the city, exclusive of street trees.

Street tree means any tree, shrub, bush or other woody vegetation on land lying within any public right of way within the city.

Tree topping, or to top a tree means the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree.”

Section 5. Sections 17-41, 17-42, 17-43 and 17-44 of the City Code are hereby repealed and designated as “Reserved.”

Section 6. Existing Section 17-45 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-45. City manager—Interference therewith.

It shall be unlawful for any person to prevent or interfere with the city manager or his designee(s), while engaging in the planting, cultivating, mulching, pruning, spraying or removing of any street tree, public tree, or tree on private grounds, as authorized in this article. Any person(s) found to be in violation of this section shall be guilty of a misdemeanor.”

Section 7. Existing Section 17-47 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-47. Planting, maintaining, removing trees, plants.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within all public rights of way, including streets, verges, alleys, avenues, lanes, squares, as well as within parks and other and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.”

Section 8. Existing Section 17-48 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-48. Tree topping.

It shall be unlawful for any person or city department to top any street tree, or public tree, except as expressly permitted by this section. Trees severely

damaged by storms or other causes, or certain trees under utility wires or other obstruction, where other pruning practices are impractical, may be excepted from this section at the determination of the city manager. Any person(s) found to be in violation of this section shall be guilty of a misdemeanor.”

Section 9. Existing Section 17-49 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-49. Pruning and removal of vegetation.

- (a) Every owner of any tree having its trunk on private property but any limb or branch overhanging any street or right-of-way within the city shall prune such limbs and branches so that they will not obstruct the light from any streetlamp or interfere with visibility of any traffic control device or sign, nor obstruct the view of any street intersection.
- (b) There shall be a clear space of eight (8) feet above the surface of the street or sidewalk.
- (c) Such owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a hazard to the safety of the public or harbor insects or diseases which constitute a potential threat to other trees within the city.”

Section 10. Existing Section 17-50 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-50. Removal on private property.

- (a) The city shall have the right to cause the removal or pruning of trees, limbs or shrubs as necessary as indicated in section 17-49.
- (b) If the owner of a tree that overhangs public property shall fail to maintain such tree as required by this article, the city manager or his designee shall notify, in writing, the owner of such duty.
- (c) Removal shall be done by such owners at their own expense within ten (10) days of written notification.

(d) In the event of failure by such owner to comply with such provisions, the city shall have the authority to remove or prune such trees and shrubs and add the cost of removal to the property tax bill of the owner as a special assessment.”

Section 11. Existing Section 17-51 of the City Code is hereby repealed and the following language adopted:

“Sec. 17-51. Removal of stumps.

All stumps of street and public trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.”

Section 12. Article III of Chapter 17 of the City Code, regarding the Lake Avondale Advisory Board, is hereby repealed. Sections 17-60, 17-61, 17-62, 17-63, 17-64 and 17-65 of the City Code are hereby deleted and designated “Reserved.”

Section 13. This ordinance shall become effective upon the date of its adoption by the Board of Mayor and Commissioners.

SO ORDAINED this ____ day of _____, 2023.

BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn
City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO AMEND CHAPTER 15 OF THE CITY CODE, REGARDING PARKS AND RECREATION; TO CREATE THE GREENSPACE ADVISORY COMMITTEE; TO ESTABLISH QUALIFICATIONS FOR ITS MEMBERS; TO ESTABLISH RULES FOR THE CONDUCT OF ITS BUSINESS; AND TO ESTABLISH ITS DUTIES AND RESPONSIBILITIES.

WHEREAS, the Board of Mayor and Commissioners of the City of Avondale Estates values the City’s greenspace and desires to preserve, protect and improve these public spaces; and

WHEREAS, the Board of Mayor and Commissioners recognizes that there are many residents within the City that have the special skills and experience to advise the City government regarding its greenspace.

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1. Existing Sections 15-1 through 15-6 of the City Code are hereby designated as Article I of Chapter 15 of the Code, entitled “In General”.

Section 2. New Article II of Chapter 15 of the City Code, entitled “Greenspace Advisory Committee” is hereby adopted and shall provide as follows:

“ARTICLE II. GREENSPACE ADVISORY COMMITTEE.

Sec. 15-11. Greenspace Advisory Committee—Created and established; membership.

(a) There is hereby created and established a Greenspace Advisory Committee.

(b) The Greenspace Advisory Committee shall consist of five (5) members appointed by the Board of Mayor and Commissioners. Any three voting (3) members of the Greenspace Advisory Committee shall constitute a quorum for purposes of transacting its business.

(c) *Qualification of members.* Members of the Greenspace Advisory Committee shall be bona fide residents of the City of Avondale Estates. Each member shall possess education and/or experience in at least one of the following disciplines or

subjects: landscape architecture, park planning, landscape design, horticulture, master gardening, native plant/tree expertise, environmental management, environmental engineering, or a related field as determined by the Board of Mayor and Commissioners.

(d) *Term of office.* Each member of the Greenspace Advisory Committee shall be appointed for a two (2) year term. However, two (2) initial members of the Committee shall be appointed for three (3) year terms in order to established in staggered terms of office.

(e) *Honorary members.* From time to time, the Board of Mayor and Commissioners may appoint one or more honorary members to the Greenspace Advisory Committee for a term to be determined by the resolution making such appointment. Honorary members shall not have a vote on the Greenspace Advisory Board but shall have the same right to participate in discussion as the voting members of said Committee.

(f) Members of the Greenspace Advisory Committee shall serve without compensation.

Sec. 15-12. Greenspace Advisory Committee —Organization.

- (a) The Greenspace Advisory Committee shall hold regular meetings quarterly. These quarterly meetings shall be held on the third Tuesday of January, April, July, and October, unless the Committee votes at a prior meeting to establish an alternate date for a quarterly regular meeting. If the Committee desires to schedule a regular meeting for an alternate diate, or to schedule a special meeting, the chairperson shall first consult with the city manager to confirm that the desired date is available for City staff to attend the meeting.
- (b) At its first regular meeting of each year, the Committee shall elect a chairperson and vice-chairperson from its voting members to preside over its meetings for the remainder of that year.
- (c) Meetings of the Board shall be conducted in accordance with Robert’s Rules of Order.

- (d) At its first regular meeting of each year, the Committee shall, by majority vote, appoint one of its members shall be appointed as the City's liaison to Bee City, USA.
- (e) All meetings of the Committee shall be open to the public and conducting in accordance with the Georgia's Open Meetings Act, including the following provisions which shall be observed by the Committee:
 - i) An agenda shall be developed and posted for each meeting at least 24-hours in advance of the meeting;
 - ii) Minutes shall be kept and published for all meetings of the Committee;
 - iii) All meetings of the Committee shall be held in-person at City Hall. The Committee may elect to have its meetings conducted in a "hybrid" manner to allow public participation by video conference.
- (f) By majority vote, the Committee may establish subcommittees of less than a quorum of the Board's voting members to study or achieve a designated specific topic or task.

Sec. 15-13. Greenspace Advisory Committee —Duties and responsibilities .

- (a) As used in this article, the term "greenspace" means any real property owned by the City of Avondale Estates that is capable of supporting vegetation.
- (b) Greenspace Advisory Committee members are expected to serve as advocates, educators, doers, and advisors on greenspaces projects and programs that protect, preserve, maintain, and enhance trees, parks, greenspace, and landscaping on public property within the City of Avondale Estates.
- (c) It shall be the duty and responsibility of the Greenspace Advisory Committee to:
 - 1) Assist City staff with public education and outreach related to greenspace.

- 2) Support and advocate for greenspace initiatives
- 3) Provide written recommendations to the city manager on an annual basis on the following topics:
 - i) Annual plan for preserving, pruning, planting, replanting, removal or disposition of trees in city parks, rights of way and other public areas; and
 - ii) Annual greenspace report including tree canopy metrics.
- 4) At each of its quarterly regular meetings, the Committee shall adopt written comments and recommendations to the city manager addressing the following topics (if applicable):
 - i) greenspace progress reports;
 - ii) any issues concerning greenspace that come from public input and rise to a level of concern for the board; and
 - iii) any matter that impacts water quality, fish, or waterfowl populations of Lake Avondale.
- 5) Make written recommendations to the Board of Mayor and Commissioners as needed regarding the appropriateness of the location, plant materials, and/or furniture in connection with any pending proposed memorial to be located on City greenspace.
- 6) Review and provide comment to the Board of Mayor and Commissioners on any special matter or question when requested by the governing body.
- 7) Assist the city manager with the planning and implementation of community-wide tree planting, landscaping, and maintenance events.
- 8) Review and provide written recommendation to the city manager and Board of Mayor and Commissioners regarding City park and recreation needs and design as well as the improvement of existing and development of new public space.

(d) In the performance of its duties and responsibilities, the Greenspace Advisory Committee shall at all times be guided by and adhere to existing City ordinances and established goals articulated in the City’s adopted planning documents or resolutions of the governing body.”

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

SO ORDAINED this ____ day of _____, 2023.

BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn
City Attorney

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO CREATE NEW CHAPTER 23 OF THE CODE OF ORDINANCES TO REGULATE SPECIAL EVENTS; TO REQUIRE A PERMIT TO HOLD A SPECIAL EVENT AND TO ESTABLISH CRITERIA FOR ISSUANCE OR DENIAL OF SUCH PERMITS; TO PROVIDE FOR RENTAL OF THE TOWN GREEN FOR SPECIAL EVENTS; TO ESTABLISH STANDARDS FOR PUBLIC SAFETY AND SANITATION AT SPECIAL EVENTS; TO REQUIRE THE PROMOTERS OF SPECIAL EVENTS TO PAY COSTS INCURRED BY THE CITY IN CONNECTION WITH THEIR SPECIAL EVENTS; AND FOR OTHER PURPOSES.

WHEREAS, special events offer an opportunity to draw visitors to the City, to promote the City, to attract customers to local businesses and to provide recreation and entertainment opportunities for City residents; and

WHEREAS, special events, if not properly regulated, may create public safety problems, unsanitary conditions and public disorder; and

WHEREAS, the Board of Mayor and Commissioners desires to reasonably regulate special events within the City by this ordinance in order to facilitate the positive impacts and avoid the negative impacts that special events may bring.

NOW THEREFORE, BE IT ORDAINED as follows:

Section 1. The attached document entitled “Chapter 23. Special Events” and including Sections 23-1 through 23-26 is hereby adopted as new Chapter 23 of the Avondale Estates Code of Ordinances.

Section 2. This ordinance shall become effective immediately upon its adoption by the Board of Mayor and Commissioners.

[signature page follows]

SO ORDAINED this ____ day of _____, 2023.

BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn
City Attorney

CHAPTER 23. SPECIAL EVENTS

DIVISION 1 – IN GENERAL

Sec. 23-1. Purposes of chapter.

The purposes of this chapter are to facilitate and coordinate the review of special events within the City of Avondale Estates and to ensure citizen and visitor safety by establishing public safety standards for special events. This chapter focuses on public safety and adherence to local, state and federal laws and provides for special event public safety equipment, event sanitation and health, medical care and fire rescue, law enforcement, public safety event plans and traffic management plans and other City services. This chapter enhances the positive image of the City of Avondale Estates while stimulating economic growth, supporting tourism and promoting the health, safety and welfare of the City's residents, businesses and visitors.

Sec. 23-2. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person who has filed a written application for a special event permit.

Block Party means a special event held on a residential street, only one block of which is closed for the event, that is promoted by a neighborhood association or by one or more persons residing on the block where the event is held and does not charge admission to participants in the block party.

City means the City of Avondale Estates, Georgia.

Gathering means an assemblage of more than two persons.

Local School means any school providing primary or secondary education with a campus located within the municipal boundaries of the City of Avondale Estates or within three miles of said boundary, as well as Druid Hills Middle School and Druid Hills High School.

Non-Profit means an association, corporation, company or organization that is not maintained or organized for profit, as recognized by the Internal Revenue Service.

Person means any person, firm, partnership, association, corporation, company or organization of any kind, but does not include the City of Avondale Estates or its departments, officials or

employees.

Promoter means the person seeking to hold a special event, including the person's employees, agents, affiliates, successors, permitted assigns, and other persons controlled by the promoter.

Public Property means real property that is owned, leased, operated, maintained or controlled by the City.

Public Right of Way means the land owned or controlled by a city, state or political subdivision of the state for the purposes of providing transportation facilities such as streets, sidewalks or hike-and-bike trails. The public right of way typically extends at least eleven feet from the edge of any public street and includes the sidewalk adjacent to the street. Any City hike-and-bike trail that is not adjacent to a public street is also contained within the public right of way.

Special Event means a gathering that meets one or more of the following criteria:

- A. the gathering is estimated to draw 50 or more people; or
- B. the promoter requests or requires one or more City services in connection with the gathering; or
- C. the gathering contemplates restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, stages, tables, bleachers, tents, temporary barriers and/or boundaries; or
- D. the gathering will require the closure of a public street, will impede the normal flow of traffic, or will impact the usual use and enjoyment of any public facility or public property by the general public.

Special Event Permit means the document evidencing approval from the City or its designated representative for a special event.

Special Event Review Committee is a City committee that consists of the police chief, the director of public works, and such other City officials as the city manager may appoint.

Sec. 23-3. Permit required.

It shall be a violation of this City Code, punishable upon conviction in the Municipal Court, for any person to hold, sponsor or promote a special event within the City without first obtaining a special event permit from the City.

Sec. 23-4. Chapter cumulative.

The provisions in this chapter are cumulative of all City ordinances. Depending on the specific nature of the Special Event, the promotor may be required to obtain other permits from the City in addition to a Special Event Permit. Such additional permits that may be required include, but are not limited to, film, parade, building, electrical, food service, sign and alcoholic beverage permits.

DIVISION 2 – SPECIAL EVENT PERMITS

Sec. 23-5. Special Event Permit Application.

- A. A person desiring to hold, sponsor or promote a special event shall apply for a special event permit by filing a completed special event permit application with the city manager or his/her designee on the form provided by the City and pay the applicable non-refundable administrative fee. The complete application shall be received at least sixty (60) days before the start of a proposed special event. However, the City may, in its sole discretion of the city manager, accept an application less than sixty (60) days prior to the start of the proposed special event if the applicant pays double the administrative fee amount for timely applications.
- B. The special event permit application submittal must include all of the following information (incomplete applications will not be accepted):
1. Completed special event permit application form signed by the applicant or, if not signed by the applicant, including the notarized authorization of the applicant to file on the applicant's behalf;
 2. The name, address and telephone number of the Person seeking to conduct the Special Event;
 3. The names, addresses and telephone number of the headquarters of the organization for which the Special Event is to be conducted, if any, and the authorized and responsible heads of the organization;
 4. The requested date(s) of the Special Event;
 5. If applicable, the route to be traveled, including the starting point and the termination point;
 6. The approximate number of vehicles involved in the Special Event, if applicable, and a description of the types of vehicles;
 7. The hours when such Special Event will start and terminate including set up and break down;
 8. If applicable, a statement as to whether the Special Event will occupy all or only a portion of the width of the streets or Public Facility or Public Property proposed to be traversed;
 9. The location by street address of any assembly areas for the Special Event;
 10. The time at which units of the Special Event will begin to assemble at any area;
 11. The type of Special Event, including a description of activities planned during the event;
 12. The approximate number of participants/organizers;
 13. The approximate number of spectators/attendees;
 14. A designation of any Public Facilities or equipment to be utilized;
 15. If alcoholic beverages are proposed to be served at the Special Event, a separate application for a catering permit or temporary special event alcohol permit is required;

16. Security plan for the event that indicates if the Special Event proposes to hire City police officers or other sworn officers;
17. Recycling/Trash plan;
18. Restroom plan;
19. Detailed, to scale, site map of the entire event area identifying all items to be used for the execution of the event including, but not limited to, parking, proposed street closings, event routes, stages, tents, concessions and food vendor information, restrooms (1 chemical and 1 ADA required per 250 people), structures, electrical items, sanitation plans, signage and vendor booth locations.

C. The following additional submittal requirements shall accompany the special event permit application:

1. Proof of non-profit status, if applicable.
2. Completed Town Green rental agreement, if applicable.
3. Evidence that the applicant has obtained prior written approval from the private property owner if any portion of the event is to be held on private property.

Sec. 23-6. Exemptions.

A special event permit is not required under this chapter for the following types of events:

- A. An event hosted by the City where the City is the promoter (this does not include events for which the City is only a sponsor of an event).
- B. An event wholly contained on private property specifically designed or suited for the event where the City has issued a certificate of occupancy for such activity.
- C. A funeral procession proceeding by a vehicle under the most reasonable route from a funeral home, church or residence to the place of service or place of interment.

Sec. 23-7. Review of complete application.

- A. When a complete and timely application for a special event permit is submitted, the Special Event Review Committee shall consider the following factors when evaluating the application:
 1. Whether the application allows for ample opportunity to properly plan and prepare for the special event;
 2. Whether the special event is likely to promote the City in a positive manner;
 3. Whether the special event is likely to promote tourism by attracting visitors;
 4. Whether the special event is likely to benefit businesses in the City;
 5. Whether the special event is likely to positively promote family entertainment;
 6. Whether the special event is likely to enhance a sense of community;
 7. Whether police, and/or other City services or the City's residents will be unduly burdened or adversely affected by the special event;

8. Whether the special event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and
9. Any additional information that the Special Event Review Committee deems relevant to make a fair determination as to whether a permit should be issued.

B. The Special Event Review Committee shall grant, grant with conditions or limitations, or deny the special event permit application no fewer than thirty (30) days prior to the start of the proposed event.

Sec 23-8. Scope of permit.

- A. A special event permit grants permission to use public property in connection with the special event, subject to any conditions or limitations imposed by the Special Event Review Committee. The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the special event, and for such other purposes consistent with promoting and conducting the special event.
- B. Issuance of a special event permit does not authorize the removal or alteration of public property. Any such removal or alteration is strictly prohibited.
- C. In addition to complying with all conditions of the permit and all applicable City ordinances, regulations, rules, policies and guidelines, the permittee must comply with all applicable federal, state, county and local laws, rules and regulations. It is the responsibility of the permittee to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
- D. Special event permits are specific to the time, place and location described in the application and are non-transferable. A special event permit holder may not, and shall have no authority to, assign, sell, transfer, pledge, encumber or otherwise convey the permit or any rights, duties, responsibilities or obligations thereunder, and no permit may be transferred from place to place. Any such conveyance or transfer shall be null and void and may, in the discretion of the City, result in the revocation of the permit.
- E. No rights granted by a permit shall create rights in any person other than the permittee.

Sec. 23-9. Terms of permit.

A. In connection with issuing a special event permit, the Special Event Review Committee may place limitations or conditions on the special event and may prescribe licenses and permits required by other City ordinances or applicable law, restrictions, regulations, costs for City services, safeguards and other conditions necessary for the safe and orderly conduct of a special event.

B. If additional fees are warranted for the use of City facilities or services provided by the City's respective departments to ensure the safe and orderly conduct of the special event the Special Event Review Committee shall prepare an estimate identifying these estimated costs. The applicant shall pay all fees in full no later than seven (7) days before the start of the special event. Failure to pay such costs shall be grounds for denial or revocation of a permit.

Sec. 23-10. Denial, cancellation or revocation of permit.

A. The Special Event Review Committee shall deny a special event permit application if the proposed event would:

1. Unduly burden City services;
2. Cross or use as a route, or as part of a route, any major thoroughfare within the City's corporate limits or within the City's jurisdiction that would interfere with or burden the orderly flow of traffic;
3. Unreasonably disrupt the orderly flow of traffic where no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
4. Take place at the same location or time as a previously approved special event or City event;
5. Begin or end outside the City limits, unless or until the applicant/promoter receives approval from the adjacent city or county where the special event begins or ends; or
6. If the Special Event Review Committee determines that:
 - a. The proposed event would not benefit the City or its citizens,
 - b. The timing of the application does not allow for ample opportunity to properly plan and prepare for the proposed special event in light of its proposed scope,
 - c. Police or other City services, or the City's residents, will be unduly burdened or adversely affected by the special event, or
 - d. The special event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance.

B. The Special Event Review Committee may deny a special event permit if the applicant/promoter:

1. Fails to provide a completed special event permit application and all of the additional requested submittal information;
2. Fails to submit the required special event permit fee;
3. Fails to adequately plan and provide for:
 - a. The protection of event participants;
 - b. Maintenance of public order in and around the special event location;
 - c. Crowd security, taking into consideration the size and character of the event;
 - d. Emergency vehicle access; or

- e. Safe, sanitary conditions for the preparation or operation of food concessions.
 - 4. Fails to provide proof of insurance required under this chapter;
 - 5. Fails to comply with, or the proposed special event will violate, a City ordinance or other applicable law;
 - 6. Makes a false statement of material fact on the special event permit application;
 - 7. Fails to provide proof that the applicant possesses or is able to obtain all licenses and permits required by this chapter and other City ordinances or other applicable laws for the conduct of all activities included as part of the special event;
 - 8. Has had a special event permit revoked within the preceding twelve months or the applicant/promoter has committed two or more violations of a condition or provision of a special event permit or this chapter within the preceding twelve months;
 - 9. Fails to pay any outstanding costs owed to the City for past special events;
 - 10. Fails to provide payment due for City facilities or services associated with the event at least seven (7) days prior to the start of the event;
 - 11. Publicly promotes the event before approval of the event permit application; or
 - 12. Makes unauthorized use of the City logo or other intellectual property.
- C. The Special Event Review Committee may postpone, cancel, suspend or close any special event or revoke a permit in response to any *force majeure* event including, but not limited to, weather, natural disaster, public unrest, public health or public safety emergency. The City shall have no liability for such postponement, cancellation, suspension or closure.
- D. The Special Event Review Committee may revoke a permit at any time due to the failure of the applicant/promoter to comply with any of the terms or conditions of the special event permit, this chapter or any other City ordinance, rule or regulation.
- E. The Special Event Review Committee may revoke a permit if the special event deviates from the timeline approved in connection with issuing the special event permit.
- F. The failure of the City to revoke a permit or to exercise any right, power or authority under this chapter shall not constitute a waiver of the terms or conditions of the permit, this chapter or any other City ordinances, rules or regulations and shall not affect the rights of the City to enforce the same against any other person or a subsequent breach by the applicant/promoter.
- G. The revocation of a permit does not prohibit the City from exercising any and all additional rights and remedies available by law or equity against the applicant/promoter for failure to comply with the terms and conditions of the permit, or other City ordinances, rules or regulations.

Sec. 23-11. Appeal of denial or revocation of permit.

- A. If the Special Event Review Committee denies an application for permit or revokes a permit issued under this chapter, the city manager shall send the applicant/promoter or permit holder written notice of the denial or revocation and of the right to appeal such decision. A denial or revocation of a special event permit shall be final unless the applicant/permittee submits a written notice of appeal to the city manager within five (5) business days of the decision.
- B. The city manager shall consider all the evidence in support of or against the action appealed and render a decision either sustaining or reversing the denial or revocation. The decision of the city manager shall be final.

Sec. 23-12. Offenses.

A person commits an offense if the person commences or conducts a special event:

- a) Without a special event permit, where a permit is required under this chapter;
- b) In violation of any provision of a special event permit, this chapter or any other City ordinance or applicable law, rule, standard or regulation; or
- c) That makes unauthorized use of the City logo or other intellectual property.

DIVISION 3 – DETAILED REQUIREMENTS FOR SPECIAL EVENTS

Sec. 23-13. Attendance estimates for special events.

For purposes of this chapter, attendance estimates by the special event permit applicant shall be accompanied by a written statement setting forth the basis for the applicant's estimate. Each estimate shall be based upon all the relevant factors known at the time, including past attendance at similar events or functions having the same or similar elements, both in the City and in comparable communities; the price of admission (if applicable); and the extent of advertising and promotion contemplated. If it appears to the Special Event Review Committee from the written statements that the applicant's attendance estimate is understated, the Special Event Review Committee shall substitute an appropriate estimate for that of the special event permit applicant.

Sec. 23-14. Site plans for special events.

The applicant shall submit a detailed plan/map of the entire event area identifying all items to be used for the execution of the event including, but not limited to parking, proposed street closings, event routes, stages, tents, concessions, restrooms, structures, electrical items, signage, vendor booth locations, recycling/trash receptacle locations, Americans with Disabilities Act compliance (including restrooms, parking and access) and such other elements as the Special Event Review Committee may require during the initial application submittal. Before the event, the applicant/promoter shall submit a final site plan/map addressing all comments and recommendations made by the Special Event Committee.

Sec. 23-15. Street closure plan for special events.

- A. Certain streets within the City may be temporarily closed to limit or exclude vehicular or pedestrian traffic before, during or after a special event. An applicant requesting one or more street closures for a special event shall submit for approval a street closure plan showing the layout of all barricades and signs as part of the permit application. The Special Event Review Committee shall consider such request in evaluating the application and may require additional or fewer street closures.
- B. Some street closures may require the applicant to obtain the consent of businesses, property owners or other persons in the area. Should street closures be approved, the City shall supervise the placement of all barricades and signs placed on public streets or other public rights of way.
- C. The City shall determine the type and number of traffic control devices required to close a public street or other public right of way.
- D. Any event equipment or other property that is permitted to be located within the public right of way during the event shall be removed in a timely manner to facilitate the reopening of a closed street as soon as possible.
- E. For races and rallies, equipment and other property shall be removed as soon as the last participant passes that point of route. For other events, the promotor shall start removing equipment and other property no later than the advertised end time of the event. The promotor shall prioritize removing equipment and other property that is in the public right of way before taking down equipment or other property in other areas.

Sec. 23-16. Security services for special events.

- A. Special event promoters shall provide sufficient security measures, as determined and approved by the Special Event Review Committee, using either sworn law enforcement officers or licensed private security contractors.
- B. The cost of required security for a special event shall be borne by the applicant/promoter of the event.
- C. The applicant/promoter may hire City of Avondale Estates Police Department personnel for a special event, subject to availability, according to a fee schedule maintained by the city manager.

Sec. 23-17. Fire and emergency medical services for special events.

Fire and emergency medical services for special events shall be arranged in advance by the applicant/event promoter. The applicant/promoter must coordinate with the DeKalb County Fire

Department and EMS to discuss the specific needs of each event and make arrangements to retain the services of the DeKalb County Fire Department personnel. The DeKalb County Fire Department and EMS shall have final authority to determine the extent of the services required to properly administer the special event in a safe and effective manner in light of the estimated attendance and character of the special event.

Sec. 23-18. Sanitation and recycling services for special events.

- A. *Recycling.* All special events held within the City shall be “green events.” The applicant/promotor of a special event shall provide recycling services in addition to trash collection services. Recycling receptacles shall be provided for the separation, storage and collection of recyclables, including plastic bottles, aluminum and steel cans, cardboard and paper products (i.e. fliers, brochures). Recyclables shall be collected by an approved City contractor and transported to a materials recovery facility for processing. All costs associated with this service shall be paid by the applicant.
- B. *Trash.* The applicant/promoter shall be responsible for the procurement, distribution, placement and assembly and disassembly of appropriate trash receptacles for use at the event. The applicant/promoter may hire the City’s sanitation workers, if available, to provide trash collection and disposal services for special events at the expense of the applicant. Pricing for City-provided sanitation services will be determined by a fee schedule maintained by the city manager. Alternatively, the applicant/promoter may hire a private company to collect and dispose of waste generated by the special event, subject to approval by the Special Event Review Committee in connection with issuing a Special Event permit.

Sec. 23-19. Food vendors for special events.

- A. Food service vendors must obtain a health permit from the DeKalb County Health and Food Safety Division no fewer than 30 days before the start of the event and pay any required fees applicable to food service permits.
- B. A permit is required for every fixed, temporary or mobile food service vendor.

Sec. 23-20. Alcohol permitting for special events.

- A. The distribution and consumption of alcohol at a special event must be coordinated with the City of Avondale Estates and must comply with City alcohol permit requirements and other applicable state and local laws, ordinances and regulations.
- B. An alcohol “event permit” must be obtained from the City by a licensed alcohol caterer pursuant to Chapter 3, Chapter X of the City Code in order for alcohol to be served at a special event.

- C. The promotor of the special event need not be the alcohol caterer for the special event. The City may issue an alcohol event permit to a licensed alcohol caterer other than the promoter in connection with an approved special event.
- D. No person under twenty-one (21) years of age may serve alcohol at a special event. Violation of this requirement may subject both the promoter and the server to prosecution in the municipal court.
- E. Special events serving alcohol must fully comply in all respects with the City’s open-container “entertainment district” ordinance codified as City Code Section 12-7.1.

Sec. 23-21. Restroom facilities for special events.

The applicant/promoter shall provide ample restroom facilities for the event, which shall be approved as part of the application process. If the event site does not provide sufficient permanent restroom facilities, the applicant/promoter shall arrange for a sufficient number of portable restrooms to be on site.

- A. Restrooms shall be located in close proximity to the event site.
- B. Portable restrooms shall be delivered no earlier than 24 hours before the start of the event and shall be removed from the site no more than 24 hours after the conclusion of the event.
- C. The number and type of required restroom facilities shall be based on the estimated attendance of the event. Requirements are one chemical and one additional ADA-accessible toilet per 250 attendees.
- D. Special events shall comply with all applicable requirements under the American Disabilities Act, as it exists or may be amended, with regard to restroom facilities.

Sec. 23-22. Noise limitations for Special Events.

The applicant/promotor shall be responsible for ensuring that the event complies with all applicable provisions of the City’s Noise Ordinance at all times. Failure to comply with a directive from the chief of police regarding noise may result in the immediate revocation of the special event permit and/or prosecution under applicable law.

Sec. 23-23. Signs for special events.

All signs used to advertise, promote or provide information relating to a special event shall be professionally executed and must comply with all current applicable ordinances, rules, and regulations of the City. Please refer to the City’s Sign Ordinance.

Sec. 23-24. Insurance requirements for special events.

- A. The applicant/promoter of an event to be held in whole or in part on public property, as well as all contractors and subcontractors performing work on public property for or on behalf of the applicant/promotor in connection with the event, shall procure and maintain insurance at

their own expense for and during the event, including its setup and teardown. All such insurance and certificates of insurance shall contain the following provisions:

1. Name the City of Avondale Estates, its officers, agents, representatives and employees as additional insureds as to all applicable coverages. Such coverages shall be primary to all other coverage the City may possess.
 2. Provide for a waiver of subrogation against the City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and noncontributory coverage regardless of the application of other insurance.
- B.** A certificate of insurance evidencing the required insurance shall be submitted at least ten (10) business days before the start of the event. The event is subject to cancellation without the required insurance.
- C.** *Type and amount of insurance required:* General Liability insurance for personal injury (including death) and property damage with a minimum of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000 aggregate coverage.

DIVISION 4 – RENTAL FEES AND REIMBURSABLE COSTS

Sec. 23-25. Use of Town Green for special events.

A. The Special Event Review Committee may approve a special event to take place at the City's Town Green. Applicants desiring to use the Town Green for their special event must complete a Town Green rental agreement and, if approved, pay the applicable Town Green rental fee.

B. The Town Green has the following areas that may be approved for rental for special events:

1. Town Green Market Pavilion and Plaza (+/- 250 people at 20 sq. ft. per person)
2. Town Green Stage and Amphitheater (+/- 350 people at 20 sq. ft. per person)
3. Town Green Event Lawn (+/- 2,500 people at 10-12 sq. ft. per person)
4. Town Green Entire Town Green (+/- 3,100 people)

C. Town Green Rental Fees

1. \$1,000 - Market Pavilion and Plaza
2. \$1,500 - Stage and Amphitheater
3. \$3,000 - Event Lawn
4. \$5,000 - Entire Town Green

D. Street Closure Fees

1. \$50 per block per hour for Local Streets and Sidewalks
2. \$150 per block per hour, plus State permit for State roads
3. \$20 per public parking space per eight (8) hour increment or portion thereof.

E. Discounts for Nonprofits and Local Schools.

1. When the promotor of a special event is a Nonprofit or a Local School, such promotor is entitled to discounted street closure fees and Town Green rental fees. Such discounted fees will be equal to half of the applicable rates set forth in this section. Discounted rates are only available where the proceeds from the special event will be used to support the local community through the Nonprofit or Local School promotor.
2. Any Special Event that gates the Town Green or portion of the Town Green used for the Special Event such that the Special Event is not open to the non-paying general public is not eligible for the half price Town Green rental price.
3. The City reserves the right to reduce some or part of the fees for city-sponsored events that are open to the general public and support the City's stated objectives for special events
4. Block Party Special Events shall not be required to pay a street closure fee.

Sec. 23-26. Payment of reimbursable costs.

- A. In connection with issuing a Special Event Permit, the Special Event Review Committee shall establish an estimate of the costs that the City will incur in connection with the special event (separate from any rental fee or other fee under this chapter), to cover such costs as:
1. Utility services provided to the special event, including all the costs of installation, maintenance and connection;
 2. Barricades and traffic cones;
 3. Clean-up and restoration of public property, facilities, and/or equipment used or damaged during the special event;
 4. Removal of equipment or personal property associated with the special event in the event of a failure by the applicant/promoter to do so;
 5. Repair of public right of way, parks and other public property damaged during the special event; and
 6. Any other direct costs incurred by the City as a result of the special event.

- B. In order to receive a Special Event Permit, the applicant/promoter of a Special Event shall deposit with the City an amount equal to double the estimated costs for the special event as determined by the Special Event Review Committee pursuant to this section.
- C. Within 10 business days of the end of the special event, the City will refund to the promoter of the special event an amount equal to the deposit paid by the promoter for reimbursable costs, minus the actual costs incurred by the City.
- D. If actual costs exceed the deposit amount, the City will submit an itemized invoice for the additional costs, which shall be paid by the promoter within ten business days.

**A RESOLUTION
AUTHORIZING THE CITY MANAGER TO CONTRACT FOR REPAIR OF
LAKESHORE DRIVE STORMWATER INFRASTRUCTURE**

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

WHEREAS, the City has determined the need to repair infrastructure on Lakeshore Drive to mitigate further damage and protect residents' property; and

WHEREAS, the City of Avondale Estates requested proposals for this repair; and

WHEREAS, the City of Avondale Estates determined that Southern Premier Contractors, Inc. was the lowest responsive quote; 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 Southern Premier Contractors, Inc. for this project in an amount not to exceed \$116,718.

SO RESOLVED, this 25th day of October, 2023.

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

Jonathan Elmore, Mayor

Attest:

Gina Hill, City Clerk

1051 LAKESHORE DRIVE PIPE LINING AND REPAIR AGREEMENT

This 1051 Lakeshore Dr Pipe Replacement Agreement (this “Agreement”) is made and entered in to this ____ day of _____, 2023, between The City of **Avondale Estates**, a municipal corporation organized under the laws of Georgia having its administrative offices at 21 North Avondale Plaza, Avondale Estates, GA 30002 (“The City”), and **Southern Premier Contractors, Inc** having its principal office address at 146 Cheek Street Homer, GA 30547 (“CONTRACTOR”).

RECITALS

A. The City has determined that it is in the public interest to proceed with the work described below in Section One (the “Project”).

B. The City desires to engage Contractor, and Contractor agrees to render CIPP lining, riprap installation and excavation services and provide all necessary materials to accomplish the Project.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**SECTION ONE.
DESCRIPTION OF PROJECT**

The Project is described in specifications attached as Exhibit “A,” which include the “removal of existing drainage and pipe replacement” for City’s easement adjacent to the residential lot at 1051 Lakeshore Dr.

**SECTION TWO.
COST WORKSHEET**

The parties mutually agree that Contractor will perform the Project for the total cost not to exceed \$105,198.75 as set forth on Exhibit “A.”

**SECTION THREE.
SCOPE OF WORK**

Contractor’s scope of work is described by Exhibits A, which are incorporated in this Agreement by this reference.

SECTION FOUR.

This Section is intentionally left blank.

**SECTION FIVE.
RESPONSIBILITY OF CONTRACTOR**

By executing this Agreement, Contractor represents and states to The City that it possesses or will arrange to secure from others all necessary capabilities, experience, resources and facilities necessary to provide to The City the services contemplated under this Agreement. Contractor further warrants that it will follow the current generally accepted practices of the industry in carrying out its obligations under this Agreement.

**SECTION SIX.
INDEPENDENT CONTRACTOR**

The parties to this Agreement agree that Contractor, its employees, agents and sub-Contractors, shall be independent Contractors with regard to performing the scope of work under this Agreement and that Contractor's employees, agents and sub-Contractors shall not be considered to be employees or agents of The City for any purpose and will not be entitled to any of the benefits The City provides for its employees.

**SECTION SEVEN.
MATERIALS AND EQUIPMENT**

Contractor shall furnish all materials and equipment necessary to carry out the terms of this Agreement. The expense of such materials and equipment is included in the project cost per Exhibit "A."

**SECTION EIGHT.
RESPONSIBILITY OF THE CITY**

The City shall ensure that the work area is clean and clear of all vehicles and materials - including dumpsters - prior to Contractor's mobilization. The City is responsible for all permits and fees.

**SECTION NINE.
EMPLOYMENT OF PERSONNEL**

Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION TEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, Contractor agrees to perform the Project in one phase. Contractor shall commence work within 30 days of receiving notice to proceed from the City and shall complete the Project within 90 days of the notice to proceed.

**SECTION ELEVEN.
COMPENSATION**

Subject to the provisions of this Agreement, Contractor agrees to perform the Project for a total fee not to exceed One Hundred and Five Thousand, One Hundred Ninety-Eight Dollars and 75 Cents (\$105,198.75), as more specifically detailed in Exhibit A. Contractor shall invoice the City in full, upon completion of the Project. The City will pay invoices for accepted work within 60 days of such an invoice being received.

Invoices should be sent to the attention of:

Kristin Moretz
Construction and Maintenance Director, Avondale Estates
21 N. Avondale Plaza
Avondale Estates, GA 30002
And emailed to kmoretz@avondaleestates.org

**SECTION TWELVE.
AUDIT AUTHORITY**

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Contractor shall preserve these records, books, correspondence, and other data relating to this Agreement for a period of two years after final payment, or for such longer period as may be required by law. In addition, Contractor agrees to make such records, books, correspondence, and other data relating to this Agreement available to The City at The City's principal place of business upon reasonable written notice. The City Chair, or his or her designee, shall have the right to inspect the work, services, or materials at all times.

**SECTION THIRTEEN.
ASSIGNMENT**

Contractor shall not assign any duties, responsibilities, or obligations under this Agreement without prior written consent of The City.

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless The City and any and all of its officials, employees and agents ("Indemnified parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs which arise out of, pertain to, or relate to the extent same are caused in whole or in part by the negligence, recklessness, or willful misconduct of Contractor.

**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to The City. Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. Workers' Compensation as required by law.
3. Business motor vehicle coverage (Auto Liability).

B. Certificates of Insurance and Endorsements.

Contractor will file a certificate of insurance and endorsement naming The City as an additional insured under General Liability and Auto Liability. Such liability insurance maintained by Contractor shall be primary and non-contributory and any coverage maintained by The City shall not be expected to contribute to any claims arising from the work under this Agreement. These certificates shall be filed with The City within fifteen days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without thirty days' written notice to The City prior to the effective date of such cancellation or change in coverage.

**SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by Contractor pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and The City laws and any rules or regulations promulgated under such laws.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

The City's representative or designee shall have the right to inspect the work, services or performance of Contractor at all times. Contractor shall furnish all reasonable aid and assistance required by The City for proper examination of the work or services. Such inspection shall not relieve Contractor of any obligation to perform such services in accordance with the law and this Agreement.

**SECTION EIGHTEEN.
NO WAIVER**

The City may only waive a term of this agreement by affirmative waiver in writing. Contractor agrees that any waiver by The City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by The City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.
NOTICES**

All notices to be given under this Agreement, or which may be given by either party to the other, shall be considered fully received when made in writing and hand delivered or deposited in the United States mail return receipt requested or via overnight delivery service, and postage prepaid, and addressed to the respective parties as follows:

A. If to The City:
Kristin Moretz
Construction and Maintenance Director
21 North Avondale Plaza
Avondale Estates, GA 30002

B. If to CONTRACTOR:
SOUTHERN PREMIERE CONTRACTORS, INC
ATTN: Michael Massey, President
146 Cheek Street
Homer, GA 30547

**SECTION TWENTY.
TERMINATION**

The City may terminate this Agreement by giving fifteen (15) days written notice to Contractor. In the event of such termination, The City shall pay Contractor for all services performed to the satisfaction of The City to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to The City.

**SECTION TWENTY-ONE.
IMMIGRATION COMPLIANCE.**

Before beginning work, Contractor will provide to THE CITY the required E-Verify affidavit pursuant to O.C.G.A. § 13-10-91(b).

**SECTION TWENTY-TWO.
GOVERNING LAW**

This Agreement shall be administered and interpreted under the laws of Georgia. Jurisdiction of litigation arising from this Agreement shall be in DeKalb County, Georgia. If any part of this Agreement is found to be in conflict with applicable laws, then such part shall be inoperative and void insofar as it is in conflict with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-THREE.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of THE CITY and CONTRACTOR as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

The parties have executed this Agreement as of the day and year first above written.

The City of Avondale Estates

By: Patrick Bryant
Its: City Manager

Southern Premiere Contractors, Inc

By: Michael Massey, President

EXHIBIT A

Project Specifications and Cost Worksheet

Mobilization and Materials

Furnish all labor and material for the following scope of work:

City of Avondale Estates					
SOUTHERN PREMIER CONTRACTORS, INC. 2022					
PROJECT LOCATION:			1051 Lakeshore Dr		
PREPARED BY:			M. Massey		
DATE ESTIMATE PREPARED:			09.08.2023		
TOTAL ESTIMATE			\$	105,198.75	
10%			\$	10,519.87	
Item	Item	Quantity	Unit	Unit Price	Total Cost
1ND	Mobilization	1	EA	\$ 2,500.00	\$ 2,500.00
2ND	Out of Scope Work, Foreman	16	HR	\$ 95.00	\$ 1,520.00
3ND	Out of Scope Work, Laborer	32	HR	\$ 80.00	\$ 2,560.00
5ND	Traffic Control Minor 2 – Includes Cones and Signage	4		\$ 1,800.00	\$ 7,200.00
7ND	TV Storm Lines (includes DVD & Report)	220	LF	\$ 4.00	\$ 880.00
14ND	24" PIPE - Cleaning less than 25% full	35	LF	\$ 5.50	\$ 192.50
15ND	30" PIPE - Cleaning less than 25% full	185	LF	\$ 6.25	\$ 1,156.25
111ND	Brick Headwall for 30" Pipe	1	EA	\$ 1,600.00	\$ 1,600.00
132ND	24" Diameter	1	LF	\$ 550.00	\$ 550.00
133ND	30" Diameter	10	LF	\$ 500.00	\$ 5,000.00
205ND	4'x4' Precast Top w/ MH Ring and Cover	3	EA	\$ 1,250.00	\$ 3,750.00
209ND	Invert Installation, 4' Diameter	3	EA	\$ 450.00	\$ 1,350.00
219ND	Flowable Fill	2	CY	\$ 1,800.00	\$ 3,600.00
224ND	24" Grout Each End to Structure	2	EA	\$ 225.00	\$ 450.00
226ND	30" Grout Each End to Structure	4	EA	\$ 240.00	\$ 960.00
240ND	24" PIPE - 10.0mm (.3937")	35	LF	\$ 175.00	\$ 6,125.00
241ND	30" PIPE - 12.5mm (.4921")	185	LF	\$ 215.00	\$ 39,775.00
270ND	Inversion Setup Charge 15" - 36" CIPP	2	EACH	\$ 2,015.00	\$ 4,030.00
362ND	Tree Removal 6"-12"	2	EA	\$ 1,000.00	\$ 2,000.00
366ND	Channel Excavation	5	CY	\$ 25.00	\$ 125.00
374ND	Stone Rip Rap Type III In Place	54	TON	\$ 95.00	\$ 5,130.00
375ND	Stone Grouted Rip Rap	20	SY	\$ 125.00	\$ 2,500.00
384ND	Permanent Soil Reinf Mat Installed	20	SY	\$ 11.00	\$ 220.00
393ND	Pine Straw	25	EA	\$ 9.00	\$ 225.00
407ND	Debris Removal, Tandem Dump Truck	1	Per Load	\$ 950.00	\$ 950.00
409ND	Removal of Existing Drainage Structure	4	EA	\$ 2,500.00	\$ 10,000.00
410ND	Remove Existing Pipe all Types and Sizes	10	LF	\$ 85.00	\$ 850.00
TOTAL ESTIMATE:					\$ 105,198.75

**A RESOLUTION
AUTHORIZING THE CITY MANAGER TO CONTRACT FOR REPAIR OF
DUNWICK DRIVE STORMWATER INFRASTRUCTURE**

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

WHEREAS, the City has determined the need to repair infrastructure on Dunwick Drive to mitigate further damage and protect residents' property; and

WHEREAS, the City of Avondale Estates requested proposals for this repair; and

WHEREAS, the City of Avondale Estates determined that Southern Premier Contractors, Inc. was the lowest responsive quote; 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 Southern Premier Contractors, Inc. for this project in an amount not to exceed \$108,000.

SO RESOLVED, this 25th day of October, 2023.

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

Jonathan Elmore, Mayor

Attest:

Gina Hill, City Clerk

1133 DUNWICK DRIVE PIPE LINING AND REPAIR AGREEMENT

This 1133 Dunwick Dr Pipe Lining Agreement (this “Agreement”) is made and entered in to this ____ day of _____, 2023, between The City of **Avondale Estates**, a municipal corporation organized under the laws of Georgia having its administrative offices at 21 North Avondale Plaza, Avondale Estates, GA 30002 (“The City”), and **Southern Premier Contractors, Inc** having its principal office address at 146 Cheek Street Homer, GA 30547 (“CONTRACTOR”).

RECITALS

A. The City has determined that it is in the public interest to proceed with the work described below in Section One (the “Project”).

B. The City desires to engage Contractor, and Contractor agrees to render CIPP lining, riprap installation and excavation services and provide all necessary materials to accomplish the Project.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE. DESCRIPTION OF PROJECT

The Project is described in specifications attached as Exhibit “A,” which include the “removal of existing drainage and pipe replacement” for City’s easement adjacent to the residential lot at 1133 Dunwick Dr.

SECTION TWO. COST WORKSHEET

The parties mutually agree that Contractor will perform the Project for the total cost not to exceed \$97,446.25 as set forth on Exhibit “A.”

SECTION THREE. SCOPE OF WORK

Contractor’s scope of work is described by Exhibit A, which is incorporated in this Agreement by this reference.

SECTION FOUR.

This Section is intentionally left blank.

SECTION FIVE. RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Contractor represents and states to The City that it possesses or will arrange to secure from others all necessary capabilities, experience, resources and facilities necessary to provide to the City the services contemplated under this Agreement. Contractor further warrants that it will follow the current generally accepted practices of the industry in carrying out its obligations under this Agreement.

**SECTION SIX.
INDEPENDENT CONTRACTOR**

The parties to this Agreement agree that Contractor, its employees, agents and sub-Contractors, shall be independent Contractors with regard to performing the scope of work under this Agreement and that Contractor's employees, agents and sub-Contractors shall not be considered to be employees or agents of The City for any purpose and will not be entitled to any of the benefits The City provides for its employees.

**SECTION SEVEN.
MATERIALS AND EQUIPMENT**

Contractor shall furnish all materials and equipment necessary to carry out the terms of this Agreement. The expense of such materials and equipment is included in the project cost per Exhibit "A."

**SECTION EIGHT.
RESPONSIBILITY OF THE CITY**

City shall ensure that the work area is clean and clear of all vehicles and materials - including dumpsters - prior to Contractor's mobilization. The City is responsible for all permits and fees.

**SECTION NINE.
EMPLOYMENT OF PERSONNEL**

Contractor shall provide experienced and qualified personnel to carry out the work to be performed by Contractor under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION TEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, Contractor agrees to perform the project in one phase. Contractor shall commence work within 30 days of receiving notice to proceed from the City and shall complete the Project within 90 days of the notice to proceed.

**SECTION ELEVEN.
COMPENSATION**

Subject to the provisions of this Agreement, Contractor agrees to perform the Project for a total project fee not to exceed Ninety-Seven Thousand, Four Hundred and Forty-Six Dollars and 25 Cents (\$97,446.25), as more specifically detailed in Exhibit A. Contractor shall invoice The City in full, upon completion of project. The City will pay invoices for accepted work within 60 days of such an invoice being submitted to The City.

Invoices should be sent to the attention of:

Kristin Moretz
Construction and Maintenance Director, Avondale Estates
21 N. Avondale Plaza
Avondale Estates, GA 30002
And emailed to kmoretz@avondaleestates.org

**SECTION TWELVE.
AUDIT AUTHORITY**

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Contractor shall preserve these records, books, correspondence, and other data relating to this Agreement for a period of two years after final payment, or for such longer period as may be required by law. In addition, Contractor agrees to make such records, books, correspondence, and other data relating to this Agreement available to The City at The City's principal place of business upon reasonable written notice. The City Chair, or his or her designee, shall have the right to inspect the work, services, or materials at all times.

**SECTION THIRTEEN.
ASSIGNMENT**

Contractor shall not assign any duties, responsibilities, or obligations under this Agreement without prior written consent of The City.

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs which arise out of, pertain to, or relate to the extent same are caused in whole or in part by the negligence, recklessness, or willful misconduct of Contractor.

**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to The City. Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. Workers' Compensation as required by law.
3. Business motor vehicle coverage (Auto Liability).

B. Certificates of Insurance and Endorsements.

Contractor will file a certificate of insurance and endorsement naming The City as an additional insured under General Liability and Auto Liability. Such liability insurance maintained by Contractor shall be primary and non-contributory and any coverage maintained by The City shall not be expected to contribute to any claims arising from the work under this Agreement. These certificates shall be filed with The City within fifteen days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without thirty days' written notice to The City prior to the effective date of such cancellation or change in coverage.

**SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by Contractor pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and The City laws and any rules or regulations promulgated under such laws.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

The City's representative or designee shall have the right to inspect the work, services or performance of Contractor at all times. Contractor shall furnish all reasonable aid and assistance required by The City for proper examination of the work or services. Such inspection shall not relieve Contractor of any obligation to perform such services in accordance with the law and this Agreement.

**SECTION EIGHTEEN.
NO WAIVER**

The City may only waive a term of this agreement by affirmative waiver in writing. Contractor agrees that any waiver by The City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by The City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.
NOTICES**

All notices to be given under this Agreement, or which may be given by either party to the other, shall be considered fully received when made in writing and hand delivered or deposited in the United States mail return receipt requested or via overnight delivery service, and postage prepaid, and addressed to the respective parties as follows:

A. If to The City:

Kristin Moretz
Construction and Maintenance Director
21 North Avondale Plaza
Avondale Estates, GA 30002

B. If to Contractor:

SOUTHERN PREMIERE CONTRACTORS, INC
ATTN: Michael Massey, President
146 Cheek Street
Homer, GA 30547

**SECTION TWENTY.
TERMINATION**

The City may terminate this Agreement by giving fifteen (15) days written notice to Contractor. In the event of such termination, The City shall pay Contractor for all services performed to the satisfaction of The City to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to The City.

**SECTION TWENTY-ONE.
IMMIGRATION COMPLIANCE.**

Before beginning work, Contractor will provide to THE CITY the required E-Verify affidavit pursuant to O.C.G.A. § 13-10-91(b).

**SECTION TWENTY-TWO.
GOVERNING LAW**

This Agreement shall be administered and interpreted under the laws of Georgia. Jurisdiction of litigation arising from this Agreement shall be in DeKalb County, Georgia. If any part of this Agreement is found to be in conflict with applicable laws, then such part shall be inoperative and void insofar as it is in conflict with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-THREE.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of THE CITY and CONTRACTOR as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

The parties have executed this Agreement as of the day and year first above written.

The City of Avondale Estates

By: Patrick Bryant
Its: City Manager

Southern Premiere Contractors, Inc

By: Michael Massey, President

EXHIBIT A

Project Specifications and Cost Worksheet

Mobilization and Materials

Furnish all labor and material for the following scope of work:

City of Avondale Estates					
SOUTHERN PREMIER CONTRACTORS, INC. 2022					
PROJECT LOCATION:			Dunwick Drive Storm Repairs		
PREPARED BY:			M. Massey		
DATE ESTIMATE PREPARED:			08.08.2023		
TOTAL ESTIMATE					
10%					
Item	Item	Quantity	Unit	Unit Price	Total Cost
1ND	Mobilization	1	EA	\$ 2,500.00	\$ 2,500.00
5ND	Traffic Control Minor 2 – Includes Cones and Signage	2		\$ 1,800.00	\$ 3,600.00
7ND	TV Storm Lines (pre and post)	323	LF	\$ 4.00	\$ 1,292.00
34ND	42" PIPE - Cleaning 25% full or greater	323	LF	\$ 14.75	\$ 4,764.25
135ND	42" Diameter	7	LF	\$ 200.00	\$ 1,400.00
207ND	Cast-in-Place Top Only w/Ring & Cover	1	EA	\$ 2,500.00	\$ 2,500.00
208ND	Cast-in-Place Throat Only	1	EA	\$ 2,800.00	\$ 2,800.00
219ND	Flowable Fill Abandonment (Pumping included if needed)	1	CY	\$ 1,800.00	\$ 1,800.00
275ND	42" Cent. Spin Cast Lining	323	LF	\$ 230.00	\$ 74,290.00
409ND	Removal of Existing Drainage Structure	1	EA	\$ 2,500.00	\$ 2,500.00
TOTAL ESTIMATE:					
					\$ 97,446.25