

1. Agenda

Documents:

[BOMC-2-23-18-RM-AGENDA.PDF](#)

2. Meeting Called To Order

3. Invocation/Pledge To The Flag

4. Adoption Of Agenda

5. Approval Of Minutes

6. Commissioner Updates

7. Public Comment

8. Old Business: None

9. New Business

9.I. Intergovernmental Agreement (IGA) Between The Board Of Mayor And Commissioners (BOMC) And The Downtown Development Authority (DDA)

Documents:

[AVONDALE IGA WITH DDA 4.12.18.PDF](#)

9.II. Resolution To Appoint Members Of The DDA/Main Street Board

9.III. Resolution To Approve The Main Street Memorandum Of Understanding (MOU)

Documents:

[MAIN STREET MOU RES .PDF](#)

9.IV. Resolution To Amend The 2017 Budget

Documents:

[2017 BUDGET AMEND RES.PDF](#)

9.V. Resolution Approving City Manager To Execute Contract For Irrigation System At Willis Park

Documents:

[2018-IRRIGATION.PDF](#)

9.VI. Resolution To Approve New Provider Of The City's Property And Casualty, Workers Comp Insurance Changes

10. Announcements

11. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS  
REGULAR MEETING  
April 23, 2018  
6:30 p.m.**

**AGENDA**

- Item No. 1 Meeting Called to Order
- Item No. 2 Invocation (Commissioner Laratte)
- Item No. 3 Pledge to the Flag
- Item No. 4 Adoption of Agenda
- Item No. 5 Approval of Minutes:  
January 31<sup>st</sup> special called meeting  
January 31<sup>st</sup> special called work session  
February 14<sup>th</sup> work session  
February 26<sup>th</sup> regular meeting  
February 26<sup>th</sup> public hearing  
March 7<sup>th</sup> special called work session  
March 12<sup>th</sup> special called meeting  
March 12<sup>th</sup> special called work session  
March 21<sup>st</sup> work session  
March 29<sup>th</sup> special called meeting
- Item No. 6 Commissioner Updates – Subjects of General Interest and Concern
- Item No. 7 Citizens' Comments:  
"It's another beautiful day in Avondale Estates" – Thomas P. Samford
- Item No. 8 Old Business: None
- Item No. 9 New Business:

**Intergovernmental Agreement (IGA) Between the Board of Mayor and Commissioners (BOMC) and the Downtown Development Authority (DDA)**

The agreement would govern the relationship between the DDA and BOMC for 2018 and has been approved by the attorneys for both parties.

**Resolution to Appoint Members of the DDA/Main Street Board**

The current DDA is interested in adding a commissioner as a member (called directors) to fill an empty seat as well as clarifying the definition

of “economic interest”. This was discussed at the last joint special called work session between the DDA and BOMC and also at the BOMC’s most recent work session. In addition, the DDA Chair, David Deiters, is up for reappointment.

**Resolution to Approve the Main Street Memorandum of Understanding (MOU)**

The BOMC will vote on the 2018-19 Georgia Classic Main Street Program MOU and the 2018 National Main Street Center’s sub-licensing agreement. All accredited Main Street cities are required to have these on file with the Georgia Department of Community Affairs in order to retain services and use of the Main Street name. The DDA/Main Street Board approved both items at their April 10 meeting.

**Resolution to Amend the 2017 Budget**

Every year, the City revisits the previous year’s budget and documents actual revenue and expenditures where they diverged from budgeted line items.

**Resolution Approving City Manager to Execute Contract for Irrigation System at Willis Park**

Recent movie filming at Willis Park has provided the City with \$40,000 in fees paid by the production company. City staff proposes spending part of that amount on an irrigation system for the grass and other landscaping at the park. After getting three estimates, staff recommends contracting with Rainmaker Irrigation, Inc. at a cost of \$19,645.

**Resolution to Approve New Provider of the City’s Property and Casualty, Workers Comp Insurance Changes**

City staff has obtained a quote for this coverage that offers significant savings over the City’s current provider. Details were presented to the BOMC at the last work session.

Item No. 10                      Announcements (Commissioner Laratte)

In case you haven’t heard, the BOMC is having a special called meeting on issues regarding downtown development this Wednesday, April 25<sup>th</sup> from 5:30 p.m. to 7:30 p.m.

Speaking of downtown, some fun events are coming up. The May Ham festival is Saturday, May 5<sup>th</sup> and another Art Walk is scheduled for Saturday, May 12<sup>th</sup>.

And we’d like to pay tribute to a couple of great Avondale residents we lost recently. Roger Holmes and Red Murphey have passed away. Our thoughts are with their loved ones.

Item No. 11                      Adjournment

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Avondale Estates, a Georgia Municipal Corporation (hereafter "the City"), and the Downtown Development Authority of Avondale Estates (hereafter "the DDA").

**WITNESSETH:**

**WHEREAS**, the DDA has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the "Act"), and activated by Resolution of the City's Board of Mayor and Commissioners; and

**WHEREAS**, the DDA's purpose is to facilitate the revitalization and redevelopment of the central business district of the City of Avondale Estates and to thereby "develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities" (O.C.G.A. § 34-42-2); and

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

**WHEREAS**, the City provides administrative assistance to the DDA including finance, planning, Mainstreet mangement and communication assistance; and

**WHEREAS**, the City owns and operates certain facilities that will be useful to the DDA in accomplishing its purpose of revitalizing and redeveloping the central business district of Avondale Estates; and

**WHEREAS**, the City and the DDA desire to collaborate on the implementation of the Downtown Master Plan for Avondale Estates (dated March 20, 2014); and

**WHEREAS**, the parties wish to work cooperatively in the undertakings provided herein for the mutual benefit of the City and the DDA.

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

**Section 1. Purpose and Intent.**

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

**Section 2. Services to be Provided by DDA.**

**A. Promotion of the Central Business District.**

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

**B. Planning for Redevelopment of the Central Business District.**

The DDA will use the Downtown Master Plan (DMP) as its guide for downtown redevelopment. Should it, in the course of its duties, determine that the community would benefit from any changes to the DMP, it will seek community input, as well as input from outside recognized experts, and recommend appropriate changes to DMP to the BOMC.

**C. Seeking Funding.**

The DDA shall actively seek, search for, apply for, and otherwise put itself or the City in a position to receive federal, state, regional and other funding or financial assistance. The following funding opportunities are listed by way of example and not limitation: Downtown Renaissance Act Fund, CDBG funds, LCI funds, business financing, etc.

**D. Downtown Development Resources.**

The DDA shall contract with qualified “resource individuals” as it deems appropriate to assist with furthering the purposes of this Agreement. Specific examples of this type of resource include, but are not limited to, economic development assistance, event planning and event execution assistance. The DDA shall coordinate all activities of its resource individuals with the appropriate City Staff in a way that is satisfactory to the City Manager. DDA resource individuals shall not be employees or agents of the City. The DDA shall be solely responsible for managing and supervising resource individuals.

E. Downtown Events.

i. *Community Participation Program.*

The DDA shall administer the Community Participation Program (“CPP”) in accordance with the written guidelines attached hereto as Exhibit “A.” Through the CPP program, the DDA shall award a minimum of Fifteen Thousand Dollars (\$15,000.00) to qualified applicants desirous of holding an event in the Central Business District. The DDA shall be responsible for ensuring that the vendors that it awards funds to pursuant to the CPP will comply with the guidelines attached hereto as Exhibit “A.”

ii. *Other Events.*

The DDA may sponsor such other events to take place in the Central Business District as the DDA determines to be in the best interests of advancing the objectives of this Agreement.

iii. The DDA shall request all entities receiving sponsorships to put forth their best efforts toward measuring event participation and attendance. The DDA shall receive this data regarding event participation and attendance and promptly communicate such data to the City Manager.

F. Downtown Business Association.

The DDA shall facilitate the Avondale Estates Business Association (“AEBA”) and encourage the owners and operators of all businesses located within the Central Business District to join and participate in such organization. The DDA will coordinate the AEBA with City and DDA initiatives and obtain input from the AEBA as to its members’ priorities for the Central Business District. Additionally, the DDA will include AEBA progress and other relevant information in its quarterly reports (Section 6.D)

G. The City and the DDA share common goals regarding the public realm development of the Central Business District. Where it is in the mutual best interest of both parties to collaborate and/or partner on projects that advance these common goals, the parties will use their best efforts to do so.

**Section 3. Use of City Property.**

The City and the DDA agree that it may be mutually beneficial for the City to allow the DDA to use its real property. The DDA may propose to use City property at any time by submitting a written request identifying the property sought to be used as well as the purpose and duration proposed for such use. If the City agrees to allow the DDA to use its property, the parties will enter into an addendum to this Agreement memorializing the same.

**Section 4. Payments to DDA.**

In exchange for the services to be provided to the City by the DDA as described in Section 2 of this Agreement, the City shall pay the DDA the amount of Seventy-Eight Thousand Dollars (\$78,000), in four equal installments during the term of this Agreement.

**Section 5. Use of Funds by DDA.**

Funds received by the DDA pursuant to this Agreement shall strictly be spent for purposes contemplated by this Agreement and identified by the DDA budget attached hereto as Exhibit "A." The DDA shall be free to adjust its budget by shifting budgeted amounts from one line item to another. A material expenditure of funds received pursuant to this Agreement for any purpose other than those identified by the budget attached as Exhibit "A" shall be a breach of this Agreement by the DDA and shall entitle the City to repayment of such amount, and shall be grounds for the City to unilaterally terminate this Agreement at the City's sole discretion.

**Section 6. DDA's Accounting and Reporting Obligations.**

- A. The City will place the funds provided under this Agreement in the bank account known as "City of Avondale Estates Downtown Development Authority" with Fidelity Bank. The City's Finance Director will manage accounting for such account, including issuing checks for payment of approved invoices upon receipt of an appropriate requisition from the DDA.
- B. The DDA agrees to thoroughly document the expenditure of all funds received from the City pursuant to this Agreement by receiving and providing to the City receipts, contracts, invoices or similar written documentation for all goods and services received by the DDA in exchange for payment of funds provided by the City.
- C. The City will cause the City's public auditor to audit the DDA's finances in connection with the City's annual audit.
- D. The DDA shall provide quarterly written reports to the City Manager regarding its activities. Additionally, the Chairman of the DDA shall make quarterly presentations regarding the DDA's activities to the City's Board of Mayor and Commissioners in public meetings. The DDA shall provide and present a publicly available Annual Report to the BOMC which highlights the DDA's successes, progress towards goals, additional challenges and resources required.

**Section 7. Real Estate Joint Task Force.**

- A. As part of its mission to redevelop and revitalize the downtown district, the DDA may, from time to time, act to buy, sell, lease or trade real property as authorized by State law. The City and the DDA hereby agree to create a Real Estate Joint Task Force pursuant to subsection B of this Section.
- B. Real Estate Joint Task force.
  - a. *Membership:* There shall be five task force members appointed not later than ten days from the effective date of this Agreement:



- i. Two members appointed by the Mayor from among the membership of the Board of Mayor and Commissioners; and
- ii. Those three directors of the DDA that form the DDA's Real Estate Committee.

b. *Purview*: The task force shall meet periodically, as needed. ~~The task force will meet in an informal, non-public setting.~~ The DDA shall use its best efforts to review and discuss potential real estate transactions that it is considering and/or pursuing in this task force forum prior to taking action on such transactions. The task force members will act as 'liaisons' between their respective authorities (BOMC and DDA) and facilitate communication between the authorities. Both parties agree to engage collaboratively in these task force discussions and be driven by their shared goals for the betterment of the downtown district. The task force shall not have voting nor binding decision authority, rather will act in an advisory capacity.

#### **Section 8. Roles and Responsibilities Document.**

Designated Members of the DDA shall continue to participate in the 'Team Avondale' group consisting of Designated BOMC members and Designated City Staff, with the desire to maintain a dynamic document showing roles and responsibilities of the various DDA related activities.

**Section 9. This section intentionally left blank.**

#### **Section 10. Term and Termination of Agreement.**

This agreement shall become effective immediately upon its adoption in a public meeting by both the DDA and BOMC, and shall terminate December 31, 2018, unless terminated sooner for cause by the City pursuant to Section 5 or Section 7 of this Agreement. If the City terminates this Agreement for cause, the DDA shall immediately return to the City all funds paid to the DDA pursuant to this Agreement that have not yet been expended by the DDA.

#### **Section 11. Entire Agreement.**

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

#### **Section 12. Amendments.**

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

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

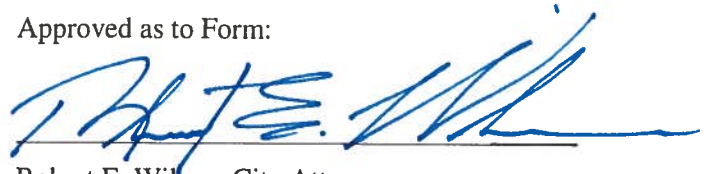
**BOARD OF MAYOR AND COMMISSIONERS,  
CITY OF AVONDALE ESTATES**

By: \_\_\_\_\_  
Chairman of the Board of Directors

By: \_\_\_\_\_  
Jonathan Elmore, Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read "R. E. Wilson", is written over a horizontal line.

Robert E. Wilson, City Attorney

**Memorandum of Understanding (MOU) and Sublicensing Agreement  
Between the City of Avondale Estates and the Downtown Development  
Authority Also Working as the Main Street Board**

**WHEREAS**, a group of citizens and business owners approved by the Board of Mayor and Commissioners are operating as the Downtown Development Authority and are, since 2015, operating also as Main Street Avondale Estates (hereinafter referred to as Main Street) to help improve the City of Avondale Estates' (hereinafter referred to as City) downtown area; and

**WHEREAS**, the City has expressed its desire to continue its support and aid to the Downtown Development Authority and Main Street; and

**WHEREAS**, the City has agreed to provide a city employee to be the Director of Main Street; and

**WHEREAS**, the City recognizes the importance of the Downtown Development Authority and Main Street Program in the redevelopment of downtown; and

Whereas the City has agreed to review funding for the Downtown Development Authority and Main Street Program each year for the benefit of downtown; and

**WHEREAS**, it would benefit both parties to reduce the above arrangement to writing.

**NOW, THEREFORE**, it is hereby agreed between the City and Main Street that:

- 1) The City agrees to provide a city employee to Main Street (contingent upon annual budget appropriations) to be the full time (salaried, exempt) Director of Main Street. The employee will remain an official employee of the City of Avondale Estates and will be under the overall supervision of the City Manager. The City also agrees to furnish the employee's salary and benefits.
- 2) In addition, the City agrees to maintain membership in the local and National Main Street Organization and the Georgia Downtown Association.
- 3) The City agrees to provide an office space in the downtown area for the Director furnished with the appropriate office items including but not limited to: a computer, cell phone, office supplies, etc., necessary to complete the job.
- 4) The City Manager with input from the Downtown Development Authority and Main Street Program will be responsible for the evaluation of the Director's performance on an annual basis.
- 5) The Director will provide frequent progress updates to the City Manager and will meet with the City Manager on a regular basis as needed to keep the City Manager up to date on the work of the Downtown Development Authority and Main Street Program.
- 6) In the event there is a matter of disagreement or a conflict of interest between the work of the Main Street Board and the City, the City Manager will decide whether the Director can be involved in the project. This conflict resolution shall not preclude the Main Street organization from continuing with any planned work that furthers their mission. Instead, it will be a question of whether a city employee (the Director) is involved in the project or not.

7) Either party may terminate this Agreement by mailing or personal delivery of a written thirty (30) day notice of termination to the other party.

(8) Should any portion or section of this Agreement be found null and void, the remaining agreement shall be kept in place to the extent possible.

(9) This Agreement shall take effect upon adoption by Avondale Estates Board of Mayor and Commissioners and the Downtown Development Authority/Main Street Board.

**RESOLVED this 23 day of April 2018.**

\_\_\_\_\_  
**Jonathan Elmore, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Gina Hill, City Clerk**

## A RESOLUTION TO AMEND THE 2017 BUDGET

**WHEREAS**, the City of Avondale Estates' 2017 Budget contains certain line item appropriations; and

**WHEREAS**, certain unanticipated occurrences caused the actual revenue and expenditures to diverge from budgeted line items; and

**WHEREAS**, reallocation of line item appropriations is necessary for the final 2017 Budget to reflect actual revenue to expenses; and

**WHEREAS**, City Ordinance 09-04 authorizes the City Manager to reallocate departmental budget appropriations among various line items of any department as the City Manager deems necessary not to exceed Ten Thousand Dollars (\$10,000.00);

**NOW, THEREFORE, BE IT RESOLVED BY THE** Board of Mayor and Commissioners of the City of Avondale Estates that the City hereby amends its 2017 Budget.

**BE IT FURTHER RESOLVED** that the City of Avondale Estates hereby adopts the attached document as a public record and directs the City Clerk to maintain said document for public inspection along with other 2017 Budget documents.

**SO RESOLVED**, this 23<sup>rd</sup> day of June, 2018.

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

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Jonathan Elmore, Mayor

**ATTEST**

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Gina Hill, City Clerk

**A RESOLUTION  
AUTHORIZING THE CITY MANAGER TO CONTRACT WITH RAINMAKER  
IRRIGATION INC. FOR AN IRRIGATION SYSTEM FOR WILLIS PARK**

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

**WHEREAS**, to maintain the grass and landscape installed as part of the redevelopment of Willis Park, an irrigation system has been found to be necessary;

**WHEREAS**, the proposed irrigation system will save countless man hours otherwise needed to maintain the park's grass and landscape;

**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 for expenses not to exceed Nineteen Thousand Six Hundred and Forty-Five Dollars (\$19,645) for an irrigation system for Willis Park with Rainmaker Irrigation Inc.

**SO RESOLVED**, this 23<sup>rd</sup> day of April, 2018.

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

\_\_\_\_\_  
Jonathan Elmore, Mayor

**ATTEST:**

\_\_\_\_\_  
Gina Hill, City Clerk

