

1. Agenda

Documents:

[BOMC-6-17-20-WS-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Process For Evaluating Police Policies And Procedures

4. Approval Of Rising Son Patio Sales

Documents:

[RISING SON PATIO SALES.PDF](#)

5. Authorizing The City Manager To Enter Into A Contract With Courtware

Documents:

[COURTWARE PROPOSAL.PDF](#)

6. Authorizing The City Manager To Enter Into A Contract With Stantec For Complete Streets Construction Drawings

Documents:

[STANTEC PROPOSAL.PDF](#)

7. Approval Of Town Green Design

[TOWN GREEN DESIGN](#)

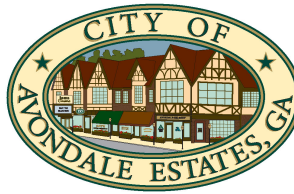
8. Declaration Of Taking 1,775 Sq. Ft. Of Property Located At 143 Maple Street For Transportation Purposes

Documents:

[143 MAPLE CONDEMNATION - AGENDA PACKET.PDF](#)

9. Public Comment

10. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS  
WORK SESSION  
JUNE 17<sup>TH</sup>, 2020  
IMMEDIATELY FOLLOWING PUBLIC HEARING  
VIA ZOOM**

**AGENDA**

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Process for Evaluating Police Policies and Procedures**
- Item #4 **Approval of Rising Son Patio Sales**
- Item #5 **Authorizing the City Manager to Enter into a Contract with Courtware**
- Item #6 **Authorizing the City Manager to Enter into a Contract with Stantec for Complete Streets Construction Drawings**  
City staff proposes to contract with Stantec Engineering for a fee not to exceed \$474,366 to complete the engineering design including final construction plans, contract document and technical specifications, a survey, utility coordination, permitting, and bidding for US278 complete street project.
- Item #7 **Approval of Town Green Design**  
City staff proposes the Board of Mayor and Commissioners (BOMC) adopt the town green as presented in the May BOMC meeting.
- Item #8 **Declaration of Taking 1,775 Sq. Ft. of Property Located at 143 Maple Street for Transportation Purposes**
- Item #9 Comment
- Item #10 Adjournment

Alcoholic Beverage License Application — Part VIII

Application for Open Area, Deck and/or Patio Sales

Note: This part only applies to licensed consumption on the premises establishments.

Name of establishment : Rising Son
Address of establishment: 124 n avondale rd avondale estates
Licensee's Name: HUDSON ROUSE

No consumption and/or sale of alcoholic beverages shall be allowed in open areas, decks, patios, or similar unenclosed spaces on the premises of an establishment licensed to sell alcoholic beverages unless this application is completed, submitted to the city clerk, and approved by the Board of Mayor and Commissioners of the City of Avondale Estates under such conditions as it may deem appropriate for the protection of public health, safety and welfare including, but not limited to, maximum capacity, ingress and egress.

A site plan showing the enclosed structure and the open area, deck, patio, or similar unenclosed space on the premises must be attached to this application. Provisions for ingress and egress from the building interior to the open area, deck, patio, or similar unenclosed space on the premises must be indicated thereon.

sidewalk

I hereby make application for approval of a (patio, deck, other open and unenclosed space) sales area for the consumption and/or sale of alcoholic beverages. I understand it shall be prohibited for customers to leave the premises with open beverages and it is the licensee's responsibility to ensure that no open beverages are sold and carried from the premises.

Signature of Licensee: [Handwritten Signature]
Date of Application: June 4, 2020

Date received by city clerk:

Agenda item for meeting of the Board of Mayor and Commissioners

Approved this day of , 20

Restrictions, if any

Board of Mayor and Commissioners
City of Avondale Estates

Attest:

Mayor

City Clerk

Clared on

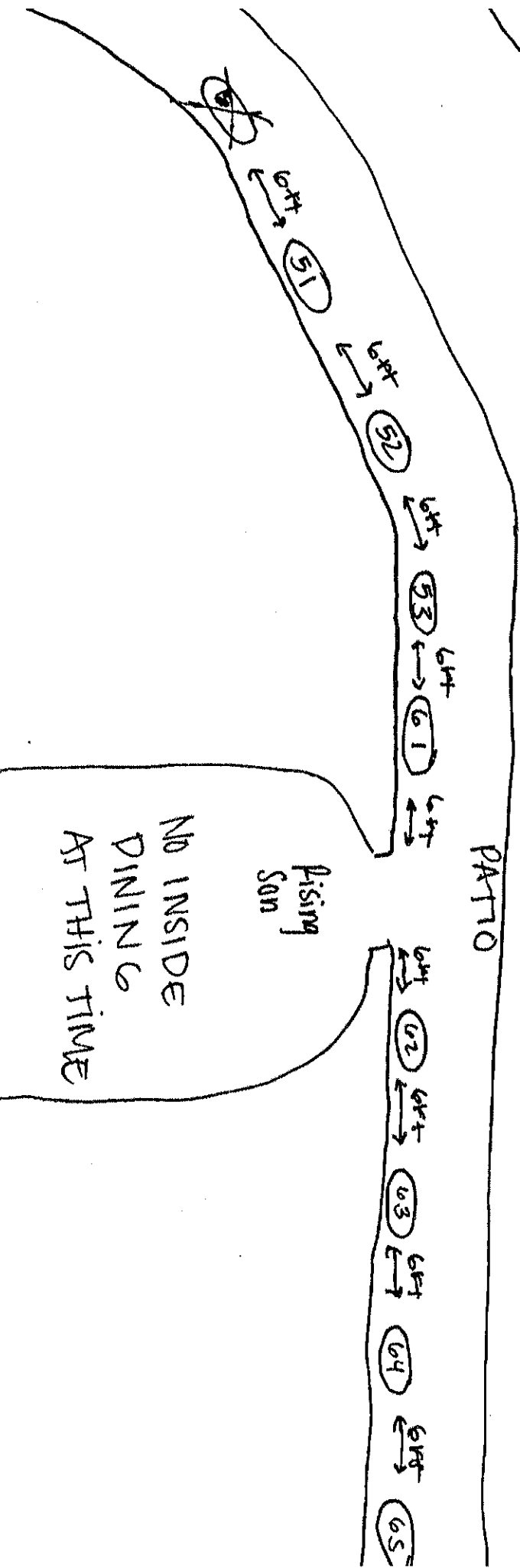
EACH TABLE  
will SEAT 2-4 ppl.  
Parties of 6 or more  
are not allowed at  
this time. No inside  
seating at this time

N. Avondale PD

PATIO

Pising  
San

NO INSIDE  
DINING  
AT THIS TIME





**NON-EXCLUSIVE LICENSE AGREEMENT**

THE STATE OF GEORGIA  
COUNTY OF: Dekalb

Courtware Solutions, Inc. (herein "CSI"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:  
City of Avondale Estates

(END USER)

21 North Avondale Plaza | Avondale Estates, GA 30002

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting		
Visual Court Management System (Unlimited User Licenses)	1	Included
RMS - Cloud Cop Central (Unlimited User Licenses)	1	Included
RMS - Cloud Cop Mobile (Unlimited User Licenses)	12	Included
RMS - Cloud Cop NCIC (# User Licenses)	12	Included
Online Payment Interface (Unlimited User Licenses)	1	Included

\$ 8.00 dollars per violation or \$ 1700.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of July 2020 to which witness our hands and seal of office.

**Licensee**

**Courtware**

Signature:

Signature:

Print:

Print:

Title:

Title:

Date

Date:

City of Avondale Estates

*Jason Bragg*  
Jason Bragg

Sale Executive

5/22/20

## 1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remain with CSI and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which CSI is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. CSI shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by CSI to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of CSI. Title and full ownership rights in the Product and modifications and improvements provided by CSI shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

## 2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of CSI's proprietary information.

## 3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of CSI.
- To reproduce CSI's copyright notice on all materials related to or part of the Programs on which CSI displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of CSI.
- Any modifications or enhancements to the Program, or any other Program related material provided by CSI to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

## 4. LIMITATION OF LIABILITY

CSI's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall CSI be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if CSI has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of CSI, or arising out of, related to or in connection with this Agreement.

## 5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to CSI all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by CSI and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to CSI. Within ten (10) days of request by CSI, licensee shall certify in writing to CSI that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to CSI. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to CSI or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. CSI shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay CSI any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

## 6. NO WARRANTY

CSI PROVIDES THE PROGRAM "AS IS". CSI MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. CSI does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

## 7. SPECIAL SERVICES \*

CSI will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and CSI agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

## 8. EMPLOYMENT

The Client agrees to retain and employ CSI as an independent Contractor, and CSI agrees to Serve the Client upon the terms and conditions hereinafter stated.

## 9. SERVICE PERIOD

This agreement shall commence July 1, 2020 and shall continue to and including June 30, 2021. Client shall have the right and option to continue to receive the services of CSI as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from CSI, this Agreement shall automatically renew for an equal term, unless the Client informs CSI in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

## 10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify CSI whether or not it desires after the Expiration Date to use the CSI Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSI will assist in the transferring of the Client's data files retained by CSI pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSI. Further, costs involved with any such transfer of data shall be borne by the Client.

## 11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

## 12. DUTIES

During the period or periods Of CSI's retainer hereunder, CSI shall provide data processing services to the Client and its various departments. CSI agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the CSI software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

## 13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Client's property and all the existing data and data files shall be returned to it by CSI at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSI for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by CSI or commercially exploited by or on behalf of CSI, its employees or agents.

## 14. COMPENSATION AND TERMINATION \*

Commencing 1 July 2020 the Client shall pay to CSI monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 8.00 per paid violation or a minimum monthly amount of \$ 1700.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to CSI office in Cobb County, Georgia. If the Client shall default in the payments of CSI provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder CSI shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSI shall have the right with no further written notice to terminate aforementioned support.

## 15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

## 16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than CSI's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by CSI to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

\* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by CSI's existing customer base.



May 11, 2020

**Attention: Patrick Bryant, City Manager**

City of Avondale Estates  
21 North Avondale Plaza  
Avondale Estates, GA 30002

**Reference: Scope of Services and Fee Proposal for Final Engineering Services  
PI No. 0015071 – Phase II Design Services for SR 10/ US 278  
Streetscape and Pedestrian Service  
Sams Crossing to Ashton Place  
Avondale Estates, Georgia**

Dear Patrick,

On behalf of Stantec Consulting Services Inc, we are pleased to provide you with a Scope of Services and Fee Proposal for the above referenced project.

The Stantec Team is excited to continue our relationship with the City of Avondale Estates and the completion of this important project. The US 278 corridor transformation is pivotal for the City as evidenced by the outpouring of support from elected officials, city staff and residents of the city. We are committed to seeing the communities where we live, work, and play thrive through thoughtful and holistic design.

The proposal presented below has been structured to provide you with a detailed understanding of the required scope of services that Stantec will provide, as well as our fee for these services. Any additional services that may be required outside of this scope may be listed but are not included in our fee.

**I. PROJECT UNDERSTANDING**

Stantec understands that the City of Avondale Estates (The Client) would like to proceed with the engineering design completion of the corridor improvements that began in Phase I using the GDOT Plan Development Process (PDP). The streetscape engineering and beautification will follow the approved PFPR design plans prepared by Stantec as part of Phase I.

Following approval of the PFPR phase, Stantec will prepare a set of Contract Documents and Technical Specifications including additive and deductive bid alternates and /or unit prices where appropriate as required for bidding and contracting for the construction of the project.

Construction plans will be created in MicroStation.

**II. SCOPE OF SERVICES**

**A. Design Program Kick-Off**

Stantec will meet with the client, review current PFPR design and discuss necessary modifications, existing conditions, timing, funding programs, stakeholder engagement and design approval process.

**B. Project Management**

Stantec will establish a budget for project management services, site coordination meeting and for any meetings requested by the Client beyond those included in the scopes provided. These services will be billed on a time and material basis; for convenience, a budget has been established which will not be exceeded without prior authorization.

This proposed budget includes time for coordination meetings with the Client and GDOT and is based on the following:

Meeting w/City – two (2) hours/week for 26 weeks

Coordination meetings with GDOT – 1.5 hours/month for 6 months

This time is in addition to the other essential project management tasks of monitoring budget, schedule and scope.

### **C. Topographic Survey**

Throughout the preparation of the Concept Report and Preliminary Plans, changes to the original concept have necessitated the need for additional survey. We propose to use the services of Accura Engineering and Consulting Services, who provided these same services in Phase I.

See attached proposal for scope of work.

### **D. Utility Coordination**

Stantec will provide utility coordination services with known service providers within the project corridor limits. Stantec will provide these utility owners with preliminary construction plans for the purpose of utility location within the project limits. Fees for this task include one review submittal and one set of plan revisions. Additional reviews can be provided as an additional service.

### **E. Final Construction Plans/FFPR**

Stantec will prepare and finalize 100% construction plans for submittal to the City of Avondale Estates and GDOT review. Stantec will make plan revisions and respond to two (2) sets of comments. Additional meetings, review and comment responses can be made at an agreed upon additional fee. This may include an additional contract for further review and comment response periods involving GDOT or other agencies in accordance with potential funding sources.

The Final Construction Plan set is expected to consist of the following:

- ❖ Title Sheet, Index and General Notes
- ❖ Typical Sections
- ❖ Roadway Plans and Profiles
- ❖ Signing and Marking Plans
- ❖ Signalization Plans (described in further detail below)
- ❖ Streetscape Lighting Design (described in further detail below)
- ❖ Drainage Design, Profiles and Cross Sections
- ❖ Driveway Profiles
- ❖ Road Cross Sections
- ❖ Erosion and Sedimentation Control Plans
- ❖ Staging Plans and Details
- ❖ Staging Cross Sections
- ❖ Utility Plans
- ❖ Construction Details
- ❖ MS4 Report
- ❖ Landscape and Hardscape Plans and Details



Stantec will prepare the FFPR design package and submit to GDOT for review and approval. Fees for this task include responses to two (2) requests for additional information and two (2) meetings with GDOT and/or City of Avondale Estates. Any additional requests for information or meetings will be billed on an hourly basis according to agreed upon rates.

#### **F. Signal Design Modification Plans**

Stantec will design and prepare traffic signal modification plans for the corridor. GDOT currently has a project programmed to upgrade the traffic signals in this area (PI 0002669). Per previous meetings with GDOT and their consultant, it was agreed that Stantec would provide temporary improvements to the existing signals to correspond to the proposed roadway design, while the engineering consultant for GDOT will provide the permanent improvements design at a separate time.

Design plans will include modifications to:

- Signal head placement
- Pedestrian signal adjustments
- Span wire adjustment to existing signal heads
- Detector loops (if necessary)

Our fee for this task also includes materials lists, summary of quantities, opinion of probable costs, preliminary submittal to GDOT, attendance to FFPR, final design revisions and final PS&S submittal.

#### **G. Streetscape Lighting Design**

Streetscape lighting design will be performed by our subconsultant, Freese and Nichols, Inc. Engineering services include:

##### **A. Preliminary Engineering/Design Development**

- Electrical and Lighting plans
- Coordination with Georgia Power re: standard details for underground, handholes, etc.
- Photometrics for both roadway and pedestrian lighting
- One (1) onsite design meeting
- Details including GDOT standards
- Specifications
- Schedules and schematics

##### **B. Final Engineering/Construction Documents**

- Electrical and lighting plans
- Schedules and schematics
- Details including GDOT standards
- Specifications

#### **H. Environmental Services**

Stantec will sub-contract with Edwards-Pitman Environmental, Inc. to provide environmental services. Those services include:

- Preparation for and participation in the Final Field Plan review (FFPR),
- Preparation of an addendum to the Archaeology Short Report (ASR) to address any minor changes in the project,
- Preparation of a re-evaluation memo for the cultural resource assessment of effects (AOE) to address any minor changes,
- Preparation of an addendum to the ecology AOE to any minor changes,

- Preparation of addenda memos for air/noise studies to address any minor changes, and
- Preparation of an environmental re-evaluation for the categorical exclusion to address any minor project changes prior to Let.

If required, the cost proposal also included hours for a special study to address an addendum to the historic resource survey report (HRSR). This would only be needed if project limits extend on the west end and would assume five additional resources due to project limit extensions (including additional fieldwork). Because this activity might not be required, the task was separated from the overall proposal by placing in Phase 8 (Special Studies) of the cost proposal we provided and would not be undertaken without receipt of separate notice to proceed (NTP).

#### **I. Permitting**

Stantec will submit the construction drawings to the DeKalb County for review and approval for the following permits:

- Land Disturbance Permit (LDP)
- Notice of Intent (NOI)

Stantec will respond to one set of comments from the reviewing agency. If additional responses are required, Stantec can perform those services on a time and materials basis. Permit application fees will be paid separate by Client.

#### **J. Bid Phase Services**

Stantec will assist the Client in the bid phase portion of the project. This scope of work will include:

- Issuance of bid addenda
- Coordination and attendance to Pre-Bid Meeting
- Responses to Requests for Information (RFI's)
- Compilation and tabulation of bids received and recommendation to Client of project award.

### **III. ADDITIONAL SERVICES**

The Scope of Services described above assumes that the design process will not require special meetings, hearings, and/or designs not covered in the Scope description. Should the above referenced Scope of Services require revisions, Stantec would provide these services as additional services and bill them at an hourly rate in accordance with the attached Schedule of Fees. Furthermore, any additional services requested by the Client not described in our Scope of Services will be considered additional services and billed hourly.

### **IV. SCOPE OF SERVICES QUALIFICATIONS**

- A. Variances and any entitlement work are excluded. Required variances or exceptions will be identified for future consideration.
- B. All documents will be prepared consistent with the GDOT Plan Preparation Guide; The Manual of Uniform Traffic Control Devices (MUTCD), and the American Association of State Highway and Transportation Officials (AASHTO) Green Book.
- C. A flood study is excluded from this scope
- D. Site retaining walls are excluded from this Scope. If required, an additional fee can

be negotiated.

- E. A full traffic impact study is excluded from this scope.
- F. This scope assumes that the existing off-site drainage systems are adequate for use in this project. No off-site drainage evaluation or design is included in this scope beyond connecting to existing drainage systems.
- G. No-offsite water and sewer design or evaluation is included in the Scope. This scope assumes that adequate water and sewer services are available.
- H. All Architectural, Mechanical, Plumbing, Structural, etc. provisions and design requirements are not included and shall be provided by others, if needed.
- I. Design plans will be sent to utility providers servicing the area for locations and proposed modifications, if any. Information received from these providers will be shown on the 100% plans. Fees do not include meeting with providers, coordination between providers or design of systems (e.g. telecommunications, gas, electric, etc.).
- J. Construction phase services are excluded, including construction observation and administration.

**V. FEE PROPOSAL**

Description	Budget	Fee Basis
A. Design Program Kick-off	\$3,000	Lump Sum
B. Project Management	\$42,689	Lump Sum
C. Topographic Survey	\$23,454	Lump Sum
D. Utility Coordination	\$22,004	Lump Sum
E. Final Construction Plans/FFPR	\$265,902	Lump Sum
F. Signal Design Modifications	\$36,918	Lump Sum
G. Streetscape Lighting Design	\$35,750	Lump Sum
H. Environmental Services	\$29,877	T&M
I. Permitting	\$8,000	T&M
J. Bid Phase Services	\$6,772	T&M
<b>Project Total</b>	<b>\$474,366</b>	

**ACCEPTANCE**

If this proposal is acceptable, please execute the attached Professional Services Agreement.

Stantec appreciates this opportunity to provide engineering assistance on this important and exciting project. Should you have any comments or questions or need additional information please don't hesitate to contact our office. We look forward to working with you.

Regards,

**Stantec Consulting Services Inc**



Mark Sweeney, PE  
Senior Associate  
Phone: (404) 769-6823  
[mark.d.sweeney@stantec.com](mailto:mark.d.sweeney@stantec.com)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXERCISE OF THE CITY OF AVONDALE ESTATES' POWER OF EMINENT DOMAIN IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY SITUATED IN DEKALB COUNTY, GEORGIA, FOR CONSTRUCTION OF A CITY STREET AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES.**

**WHEREAS**, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, municipalities may acquire property in fee simple or in any lesser interest by eminent domain for public purposes; and

**WHEREAS**, the governing authority of the City of Avondale Estates, Georgia, a municipal corporation of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. § 32-3-1, *et seq.* in the acquisition of certain interests in property for city street and/or other public transportation purposes;

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED** that the City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1, *et seq.* in the DeKalb County Superior Court in order to condemn that certain property and interests therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of the City of Avondale Estates, said property now or formerly vested in Joseph C. Gargiulo, his successors or assigns. It is further resolved that payment of just and adequate compensation in the amount of Forty Thousand Dollars (\$40,000) be made to the person or persons entitled to such payment. The Mayor may sign any documents and/or pleadings required for proper filing under the aforementioned Code sections including a Declaration of Taking and Order of the Board of Mayor and Commissioners.

**SO RESOLVED** by the Avondale Estates Board of Mayor and Commissioners, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

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

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

Approved as to Form:

Stephen G. Quinn  
Stephen G. Quinn,  
Assistant City Attorney

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 248 of the 15th District, DeKalb County, Georgia being more particularly described as follows:

Begin at the point of intersection of the easterly line of Maple Street and the southerly right of way line of property now or formerly owned by CSX Transportation, Inc.; thence southwesterly along said southerly right of way line a distance of 544 feet to a point; thence northwesterly a distance of 50 feet to a point; thence northeasterly along a line a distance of 50 feet southerly of and parallel with the center line of the main tract a distance of 1034 feet to a point; thence southeasterly a distance of 50 feet to a point on the southerly right of way line of property now or formerly owned by CSX Transportation, Inc.; thence southwesterly along said right of way a distance of 490 feet to the Point of Beginning.

**ORDER OF THE AVONDALE ESTATES BOARD OF MAYOR AND  
COMMISSIONERS TO CONDEMN PROPERTY FOR PURPOSES OF  
CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT**

**WHEREAS**, the Avondale Estates Board of Mayor and Commissioners has laid out and determined to construct a city street or other transportation facility for the City at that certain parcel identified for tax purposes as parcel identification number 15-248-21-019 by the DeKalb County Board of Tax Assessors; the same being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

**WHEREAS**, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:        1,775 square feet (0.041 acres) in fee simple

Owner:                    Joseph C. Gargiulo

Potentially Interested Parties: Person(s) in possession of the property.

**NOW THEREFORE**, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Avondale Estates Board of Mayor and Commissioners that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for public road purposes or other transportation purposes.

**IT IS ORDERED** that the City of Avondale Estates proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) by condemnation under the provisions of said Code, and the City Attorney or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

**SO ORDERED** by the Avondale Estates Board of Mayor and Commissioners,

this \_\_\_\_ day of \_\_\_\_\_, 2020.

[signatures on following page]

ATTEST:

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

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

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

Approved as to Form:

Stephen G. Quinn  
Stephen G. Quinn,  
Assistant City Attorney

**EXHIBIT "A"**

**DECLARATION OF TAKING**

**WHEREAS**, the City of Avondale Estates, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property and for public right-of-way or other public transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. § 32-3-1, *et seq.*; and

**WHEREAS**, said interests in property are for public purposes upon, across, and over the tract of land in Avondale Estates, DeKalb County, Georgia, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

**WHEREAS**, the City of Avondale Estates, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the right-of-way above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

**WHEREAS**, in consequence of the sworn statement, Appendix C to Exhibit "A," the City of Avondale Estates, Georgia estimates Forty Thousand Dollars (\$40,0000) as just and adequate compensation to be paid for said right-of-way, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and will deposit said sum in the Court to the use of the persons entitled thereto.

**NOW THEREFORE**, the premises considered, the City of Avondale Estates, Georgia, under authority of O.C.G.A. § 32-3-1, *et seq.*, and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for right-of-way and sidewalk improvements or other transportation purposes.

This \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

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

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

Approved as to Form:

Stephen G. Quinn  
Stephen G. Quinn,  
Assistant City Attorney



- GENERAL NOTES:**
1. This Plat has been prepared without the benefit of a current title report. Easements or encumbrances may exist that are not shown on this plat.
  2. This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
  3. Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
  4. No Geodetic monuments were found within 500 feet of this site
  5. This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.

This plat is a retrace of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REFERENCE: DEED BOOK 20320 PG 379

FLOOD HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DENIED BY FIRM MAP OF DEKALB COUNTY, GEORGIA 13089C00693 EFFECTIVE DATE MAY 16, 2013

SURVEY DATA:

TYPE OF SURVEY: RETRACEMENT

SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 20320 PG 379

PROPERTY OWNER AT TIME OF SURVEY: JOSEPH C. GARGUILO

PARCEL NUMBER: 15-248-21-019

BASES OF BEARINGS IS A SINGLE COMPASS READING & ANGLES TURNED

TOTAL AREA: 1,774.86 SQ FT, 0.041 AC

CALCULATED PLAT CLOSURE: 1:171,380,000.00

FIELD DATA:

DATE OF FIELD SURVEY 01-25-2018

UPDATE 01-10-2020

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.015 FEET.

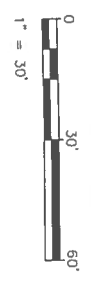
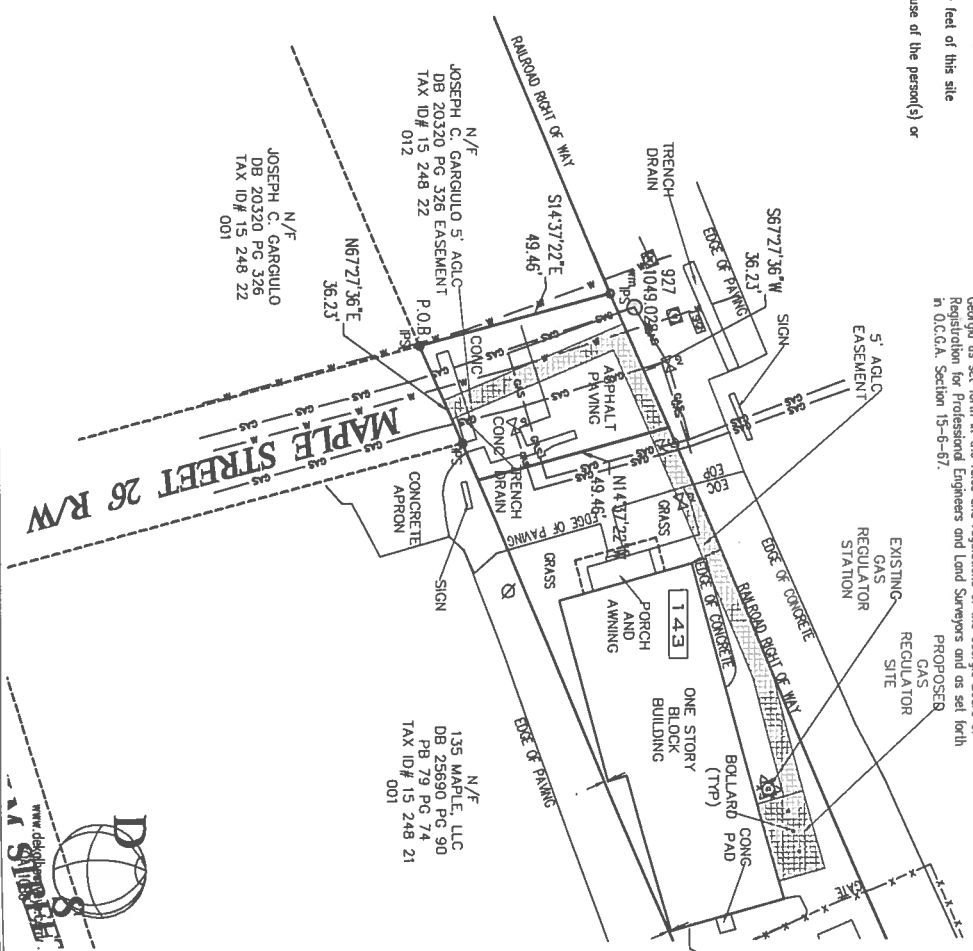
EQUIPMENT:

ELECTRONIC TOTAL STATION

BOUNDARY SURVEY FOR  
CITY OF AVONDALE ESTATES

# MAPLE STREET

CITY OF AVONDALE, DEKALB COUNTY, GEORGIA  
LAND LOT 248, DIST 15  
DATE: FEBRUARY 7, 2020



**LEGEND**

- EQP EDGE OF PAVEMENT (CURB)
- PP POWER POLE
- R/W RIGHT OF WAY
- IPF IRON PIN FOUND
- IP5 1/2" REBAR SET
- SW SIDE WALK
- BOLLARD
- ORP OVERHEAD POWER
- FB FIRE HYDRANT
- CB CATCH BASIN
- WH WASHHOLE
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- GM GAS METER
- LP LIGHT POLE
- CONCRETE PAD



FOR  
DEKALB SURVEYS, INC.  
407 WEST PONCE DE LEON AVENUE  
SUITE B  
DECATUR, GEORGIA 30030  
404.373.9003



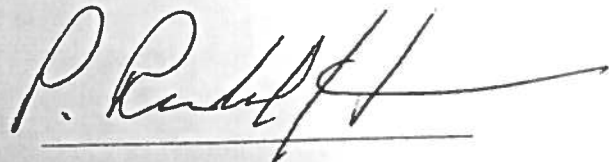
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SURVEYOR

APPENDIX "C" TO EXHIBIT "A"

GEORGIA, DEKALB COUNTY

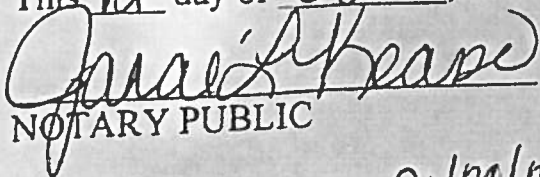
Personally comes, P. RANDALL HAUMESSER, MAI and after being duly sworn does state as follows:

1. Affiant was employed by the City of Avondale Estates to appraise a 1,175 square foot portion of Parcel No. 15-248-21-019 in DeKalb County, Georgia and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said property for use as a City street.
2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel Affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, Affiant has thus estimated that the just and adequate compensation for said portion of said parcel, and any consequential damages or benefits considered, is in the amount of Forty Thousand Dollars (\$40,000.00).



APPRAISER

Sworn to and subscribed before me,  
This 12<sup>th</sup> day of JUNE, 2020.



NOTARY PUBLIC

My commission expires 01/24/2021

