

1. Agenda

Documents:

[BOMC-1-27-21-WS-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Project Management Agreement With Fabric Developers

Documents:

[DRAFT PROJECT MANAGERMENT AGREEMENT FOR TOWN GREEN PARK .PDF](#)

4. Policy For Expressing Condolences

Documents:

[RES TO SET CONDOLENCES POLICY.PDF](#)

5. Discussion Of Change In Ordinance Reading Process

Documents:

[CHARTER AMENDMENT -- ORDINANCE ADOPTION PROCESS.FINAL.PDF](#)

6. Sanitation Fees For 2021

Documents:

[SANITATION POLICY MEMO 012221.PDF](#)

7. Zoning Review Process

Documents:

[ZONING PROCESS SUMMARIES 1.27.21 .PDF](#)

8. Public Comment

9. Executive Session – Real Estate

10. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
JANUARY 27TH, 2021
IMMEDIATELY FOLLOWING REGULAR MEETING
VIA ZOOM**

AGENDA

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Project Management Agreement with Fabric Developers**
An agreement between the Urban Redevelopment Agency (URA) and the developer is necessary to facilitate the construction of the Town Green.
- Item #4 **Policy for Expressing Condolences**
The BOMC will discuss a policy for paying respects when any employee of DeKalb County or any of its cities dies or is killed in the line of duty. They will have a draft resolution to review.
- Item #5 **Discussion of Change in Ordinance Reading Process**
Discussed at previous meetings, the BOMC is considering decreasing the number of readings required to pass an ordinance.
- Item #6 **Sanitation Fees for 2021**
First discussed at the previous work session, staff and the BOMC will continue to talk about sanitation fees for the coming year. Commercial sanitation fees need to be set at the first regular meeting in February.
- Item #7 **Zoning Review Process**
A discussion of the current and possible changes to the zoning review and approval process.
- Item #8 Public Comment
- Item #9 Executive Session – Real Estate
- Item #10 Adjournment

Project Management
Agreement

This Project Management Agreement (“Agreement”) is entered into this ____ day of _____, 2021 by and between the URBAN REDEVELOPMENT AGENCY OF THE CITY OF AVONDALE ESTATES, (hereafter, the “URA” or “Owner”) and [FABRIC DEVELOPERS AVONDALE, LLC—entity to be formed] (hereafter referred to as “FABRIC” or the "Manager"). The URA and FABRIC are collectively referred to herein as the “Parties.”

WHEREAS, the URA desires to engage FABRIC as set forth in this Agreement to manage a project known as the Town Green Park (hereafter the “Project”) which is the development of a public park on property owned by the City of Avondale Estates, Georgia, pursuant to plans and specifications attached hereto as Exhibit “A” (the “Park Plans”); and

WHEREAS, FABRIC is qualified to manage the Project as set forth in this Agreement and desires to do so, subject to the limitations in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties, in consideration of the mutual covenants, promises and payments set forth herein, that Owner hereby engages Manager to perform the following obligations regarding the Project:

1. Manager shall provide Owner with the planning, budgeting, scheduling, expediting, coordinating and supervising necessary for the timely execution of the Project by all workmen, suppliers of material, contractors, subcontractors and others (collectively, “Contractors”) supplying materials for services to the Project.

2. Manager shall request competitive sealed proposals from qualified contractors in a manner that conforms with O.C.G.A. § 36-91-20.
3. Owner and Manager have discussed and agreed upon the Project design and certain Project specifications, the details of which are set forth in the Park Plans (Exhibit “A” attached hereto).
4. Manager shall, in consultation with Avondale Estates’ City Manager, establish criteria to be used to determine which proposal(s) are most advantageous to the URA.
5. Upon the close of the period for making proposals, Manager shall open the proposals in accordance with O.C.G.A. § 36-91-21. Manager shall then assess the proposals against the relevant criteria and make a written recommendation to Owner that Owner engage one or more, or none, of the interested parties submitting proposals to perform the Project work.
6. Manager will negotiate contracts with selected Contractors on behalf of Owner as directed by Owner. Manager shall have no authority to execute and deliver contracts on behalf of Owner.
7. Manager shall perform its obligations under this Agreement in a professional, diligent manner, including but not limited to monitoring compliance by the Contractors with the Park Plans and the applicable contracts, subject to any changes approved by Owner.
8. Manager shall receive and review requests for progress payments made by Contractors and assess such requests based on the Park Plans, the specifications submitted in the Contractor’s proposal, the terms of the contract between the URA and Contractor and Manager’s assessment of the compliance of the work performed to the foregoing. Manager shall timely recommend to Owner in writing whether each such request for payment should be paid in whole, in part, or not at all based on the applicable Contractor’s performance and whether the request for payment reflects the appropriate amount for the work performed.

9. In performing the duties under this Agreement, Manager shall be the limited agent of Owner for the purpose of obtaining, reviewing and discussing with Contractors all proposals, contracts, payment applications and similar documents for the Project.
10. Manager's fee shall be as outlined in this section:
 - Manager's fee for all services performed under this Agreement shall be equal to 5 % of the Project costs for labor and materials paid to Contractors by Owner.
 - Manager shall be paid in installments to be paid at such time that Owner pays a Contractor. Manager shall provide an invoice for its fee at the time of recommending payment to a Contractor pursuant to an approved progress payment.
11. In addition to such fee, Owner shall pay Manager for actual expenses incurred in the performance of this Agreement on a reimbursement basis.
12. Owner acknowledges that Manager is not licensed under Georgia law as a contractor, general contractor or otherwise; that Manager is not at risk contractually to Owner for the performance and cost of the construction of the Project; and that Manager has no obligations except as expressly set forth in this Agreement.. Manager represents that it is qualified to perform the project management services called for under this Agreement and/or will engage appropriate qualified personnel to do so. The Parties agree that any company or person engaged by Manager to perform any portion of the project management services contemplated herein will be compensated by Manager out of the fee to be paid pursuant to Section 10 above.
13. Owner hereby indemnifies and holds harmless Manager from all debts, claims and liabilities incurred by Manager in the performance of the functions under the Agreement, provided that such functions

are carried out by Manager within the scope of its authority.

14. This Agreement constitutes the entire agreement between the Parties regarding the Project and no subsequent amendment or agreement shall be binding upon either Party unless it is signed by each Party.
15. This Agreement may be executed and delivered in counterparts, all of which shall collectively constitute one agreement. This Agreement and counterparts hereof may be delivered in PDF format by email.

SO AGREED, as of the date first set forth above.

**URBAN REDEVELOPMENT
AGENCY OF THE CITY OF
AVONDALE ESTATES,
GEORGIA**

By Patrick Bryant, its authorized agent

**FABRIC DEVELOPERS
AVONDALE, LLC**

By: _____

Its: _____

DRAFT 1.27.21

EXHIBIT A

**A RESOLUTION
TO SET A POLICY FOR EXPRESSING CONDOLENCES**

WHEREAS, the City of Avondale Estates is one of many cities within DeKalb County;
and

WHEREAS, the Avondale Estates Board of Mayor and Commissioners understands the importance of building and maintaining strong relationships with our neighbors, both in the cities and countywide; and

WHEREAS, part of that relationship building includes showing support and compassion in times of tragedy and grief; and

WHEREAS, these times include the death of fellow leaders or the passing of city and county employees in the line of duty; and

WHEREAS, while steps taken may vary on a case-by-case basis, correspondence sent to the leader of the fellow organization shall be standard procedure;

NOW THEREFORE, BE IT RESOLVED that a condolence letter on behalf of the Board of Mayor and Commissioners, signed by the Mayor, shall be sent in the occurrence of a DeKalb municipality or county leader's death or an employee's passing in the line of duty.

SO RESOLVED, this 27th day of January 2021.

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

Jonathan Elmore, Mayor

ATTEST:

Gina Hill, City Clerk

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF AVONDALE ESTATES TO AMEND SECTION 2.21 OF THE CITY CHARTER TO REDUCE THE REQUIREMENT THAT AN ORDINANCE MUST BE READ AT THREE MEETINGS BEFORE IT MAY BE ADOPTED TO REQUIRE READING AT ONE PRIOR MEETING BEFORE ADOPTION, WITH AN EXCEPTION WHEN THE BOARD OF MAYOR AND COMMISSIONERS VOTES UNANIMOUSLY TO PROCEED WITHOUT A PRIOR READING; TO REQUIRE INTRODUCED ORDINANCES TO BE POSTED ON THE CITY'S WEBSITE; AND TO REPEAL CONFLICTING CHARTER PROVISIONS.

WHEREAS, the City Charter, Section 2.21(b), currently requires an ordinance to be read at three separate meetings (i.e., two prior meetings) before it may be adopted; and

WHEREAS, this “three readings requirement” has proven to be an undue impediment to the efficient administration of City business; and

WHEREAS, the Board of Mayor and Commissioners desires to eliminate the “three readings requirement” while still providing ample opportunity for public input and participation; and

WHEREAS, the City Charter provides for reasonable means of providing notice of introduced ordinances under consideration to the public but has not been updated to address the role of the internet in modern life; and

WHEREAS, the City is authorized to amend its Charter by adopting an ordinance to such effect at two consecutive regular meetings pursuant to its home rule powers as set forth in O.C.G.A. § 36-35-3.

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

SECTION 1. Subsection (b) of City Charter Section 2.21, City of Avondale Estates, is hereby amended to read as follows:

“(b) An ordinance may be introduced by any member of the board of mayor and commissioners and be read at a regular or special meeting of the board of mayor and

commissioners. Upon introduction of any ordinance, the city clerk shall as soon as possible: (i) distribute a copy to the mayor and to each commissioner, (ii) make available to the public a reasonable number of copies of the ordinance at city hall and (iii) post an electronic copy of the introduced ordinance in a prominent place on the city's official website. Ordinances shall be considered and adopted or rejected by the board of mayor and commissioners in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted until such time that the title and purpose of the ordinance has been read at a prior regular or special meeting of the board of mayor and commissioners. However, this requirement that the ordinance have been read at a prior meeting shall not apply when the board of mayor and commissioners votes unanimously to waive the requirement, or in the case of an emergency ordinance as provided for in Section 2.23 of this charter.”

SECTION 2. All charter provisions, ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This Charter amendment shall become effective upon its final adoption by the Board of Mayor and Commissioners at the second of two consecutive regular meetings.

First Reading: _____
Second Reading: _____
Third Reading: _____

FIRST APPROVED THIS _____ DAY OF _____, 20__.

FINAL ADOPTION THIS _____ DAY OF _____, 20__.

**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

**BOARD OF MAYOR AND
COMMISSIONERS**

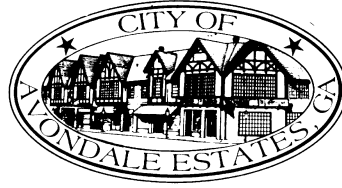
Jonathan Elmore
Mayor

Brian Fisher
Mayor Pro Tem

Lionel Laratte
Commissioner

Dee Merriam
Commissioner

Lisa Shortell
Commissioner



Patrick Bryant
City Manager

Robert E. Wilson
City Attorney

Stephen W. Nicholas
City Judge

MEMORANDUM

January 22, 2021

TO: Board of Mayor and Commissioners

FROM: Paul Hanebuth, Assistant City Manager for Finance and Administration

CC: Patrick Bryant, City Manager

RE: Considerations in setting 2021 Commercial Sanitation fees

To ensure businesses receive adequate notice of sanitation fees due for 2021, the BOMC will need to determine the appropriate fee at the February 10. City staff will then notify businesses of fee levels by the beginning of March, allowing 30 days before the fees will be due. Board members are invited to consider the following to help inform their collective decision:

In 2020, the City provided sanitation service to 62 businesses, which each paid the base fee of \$895 (which includes one trash receptacle), for a total of \$55,490. The City also collected about \$8,000 from businesses that requested additional receptacles - a total of 42 receptacles at \$190 each. So, total revenues were somewhat more than \$63,000, about 60% of 2019 revenues and about 90% of 2018 revenues. Staff believes the 2019 level to be a fair approximation of both prevailing market rates and the proportion of City resources devoted to commercial collection as opposed to residential. The 2020 decline was due to three factors, two of which were anticipated and one of which was not:

- 1) some businesses decreased their usage volume in response to the linkage of volume and fees;
- 2) some businesses elected to procure sanitation service from a provider other than the City in response to being billed directly for sanitation service; and
- 3) the COVID-19 pandemic caused some businesses to close – whether temporarily or permanently – and a higher percentage than usual to become delinquent in paying City taxes and fees.

Staff regards factor 1 as positive, factor 2 as neutral, and factor 3 as highly negative but temporary.

In general, staff recommends continuing upon the path suggested in 2020: gradually moving towards a per-can fee, which is the most equitable way of tying fees to service levels with current technology. To generate the same level of revenue in 2021 as in 2020 (assuming the same level of service), this would mean an average fee per can of about \$610 annually. However, as discussed a year ago, this simplistic solution would lead to a greatly increased fee for the heaviest users; for example, a business that has 10 carts serviced each day would see its fee rise from \$2600 (\$895 + \$190 for each of 9 additional cans) to \$6100 annually. Therefore, staff recommends the following options:

- **Option 1 (staff preference):** Decrease the base fee to \$845 and increase the fee for additional receptacles to \$260. This would increase the fee for the hypothetical heavy user from \$2600 to

\$3185 – a more manageable increase – while reducing the fee for light users, which comprise the largest number of businesses served.

Staff believes this option strikes a fair balance between equity and gradual change, but also wishes to present other options for consideration:

- **Option 2** (*more aggressive equalization*): Decrease the base fee to \$795 and increase the fee for additional receptacles to \$340. This would increase the hypothetical heavy user fee to \$3855, a substantial increase, but tie fees to service levels more equitably.
- **Option 3** (*outsourcing*): The BOMC could choose to outsource commercial sanitation service and charge a fee directly based on a proposal from a service provider, assuming one or more viable proposals are received in response to the currently open RFP. After proposals are received on January 27, staff can provide a recommendation on the relative merits of this option if desired.

While a decision about 2021 fees is needed more immediately, the BOMC could direct staff to examine other options for the City's commercial sanitation service for subsequent years. For example, the City could consider:

- 1) significantly changing the amount of revenue generated from commercial entities, either positively or negatively, which would alter the relative cost burden assumed by residents and businesses;
- 2) changing service levels offered, e.g., M-W-F collection rather than every-business-day collection; or
- 3) developing service level tiers to better customize service levels to the needs of individual businesses.

These fundamental changes would require significant analysis and communication efforts and could therefore not feasibly be implemented until at least 2022.

PROCEDURES SUMMARY

New Procedure
Existing Procedure

Procedure	Staff	PZB	BOMC	Superior Court
R = Review/Recommendation DM=Decision-Making Body A = Appeal Body				
Variance	R	—	DM	A
Admin Variance	DM	—	A	—
Tier I Waiver	DM	—	A	—
Tier II Waiver	R	R	DM	A
Amendment (including rezoning)	R	R	DM	A
Conditional Use Permit (CUP)	R	—	DM	A
DCI	R	R	DM	A
Concurrent Variance	R	R	DM	A
Appeal of Admin Decision	—	—	DM	A



PUBLIC NOTICE SUMMARY

	Variance/Amendment/ CUP/Concurrent Variance	Admin. Variance/Tier I Waiver	Tier II Waiver/DCI	Appeal of Admin Decision
Newspaper	15 days		15 days	
Abutters Letters Mailed	15 days			15 days
Posted (sign)	15 days		15 days	
Posted at City Hall*	24 hours	10 days	24 hours	
Posted on website*	1 week	10 days	1 week	

Notice timeframes are minimum time periods in advance of meeting

*based on policy and practice



VARIANCE

- ▶ Modification of any regulation in code (unless prohibited)
- ▶ Prohibited Variances:
 - ▶ Structure or use not allowed in zoning district.
 - ▶ Building height increase.
 - ▶ Change a condition of zoning.
 - ▶ Decrease lot area or width.
 - ▶ Change or expansion of non-conforming use.
 - ▶ Customer contact for home occupation.

Review and Approval Criteria:

- Exceptional conditions i.e. size, shape, topography
- Unnecessary hardship
- Conditions peculiar to property
- No detriment to the public good



ADMINISTRATIVE VARIANCE

- ▶ Minor variance that can be approved by staff
- ▶ Commercial Properties – Up to 10% Change
 - ▶ Max. Lot Coverage
 - ▶ Max Parking
 - ▶ Min. Setback, excluding transition buffer

Review and Approval Criteria:

- Exceptional conditions ie. size, shape, topography
- Unnecessary hardship
- Conditions peculiar to property;
- No detriment to the public good nor impair the purposes or intent of this Zoning



WAIVER

- ▶ Request to alter site or building feature
- ▶ Two tiers
- ▶ Example: reduce width of sidewalk

Review and Approval Criteria:

- Features such as topography, high frequency transmission lines, existing trees of specimen or significant quality, underlying rock, inhibit ability
- Alternative streetscape or building/façade design configurations are provided; and
- Proposal will not result in any detriment to the public good,

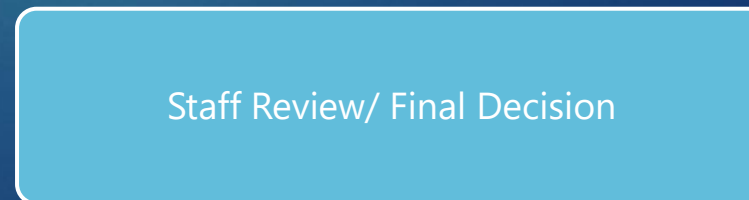
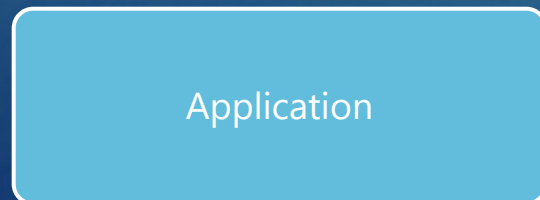
TIER I WAIVER

- ▶ Reduce street dimensional standards by up to 20%

Street Type	Landscape Zone	Sidewalk Zone	Supplemental Zone
Type A	10 feet*	10 feet	10-15 feet
Type B	6 feet	7 feet	5-10 feet
Type C	5 feet	5 feet	5 feet
Type D (shared street)	None	Shared	10-15 feet
Type E (alley)	None	None	5 feet

*Five (5) feet when adjacent on-street parking provided

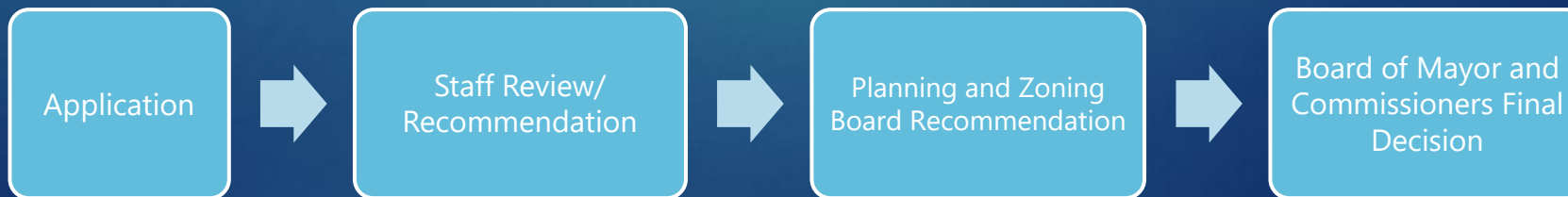
- ▶ Reorder landscape, sidewalk, and supplemental zone (e.g.: power poles)
- ▶ Reduce Building Standards up to 20%
 - ▶ Building Material proportions
 - ▶ Façade Recesses
 - ▶ Roof Lines
 - ▶ Blank Walls
 - ▶ Window Systems



TIER II WAIVER

- ▶ Reduce any dimensional standard any amount
- ▶ Reduce, alter, or eliminate any Façade Type/Building Design Standard

Table 3.2.9 - Façade Types					Reference
	Attached House	General	Walk-Up	Shopfront	
Height					
Ground Story Elevation (min./max. above sidewalk)	0 to 4.5 feet	0 to 4.5 feet	0 to 4.5 feet	0 to 4.5 feet	Sub-Area Tables: Section 3.2.4, 3.2.5, 3.2.6
Min. Building Height	18 feet	18 feet	18 feet	18 feet	
Min. Height per Story					
Ground Story	9 feet	14 feet	10 feet	14 feet	Table 3.2.8 - Street Type Dimensions; 3.2.10G - Window Systems; 3.2.9.B - Shopfront Design Standards
Upper Stories		10 feet		10 feet	
Façades					
Min. Fenestration on Type A and B Streets					
Ground Story	25%	CBD-1 60% CBD-2/CBD-3 40%	25%	CBD-1 75% CBD-2/CBD-3 50%	Table 3.2.8 - Street Type Dimensions; 3.2.10G - Window Systems; 3.2.9.B - Shopfront Design Standards
Upper Stories		25%		CBD-1 45% CBD-2/CBD-3 35%	
Min. Fenestration on All Other Street Types					
Ground Story	20%	25%	25%	40%	Figure 3.2.7 - Street Typology Map
Upper Story				25%	
Required Type A and B Street Building Entrances	1 per unit (regardless of street type)	1 per 150' of front façade	1 per 75' of front façade	1 per 75' of front façade	
Façade Divisions	1 per 50 feet	1 per 100 feet	1 per 75 feet	1 per 50 feet	Section 3.2.10.D - Building Design Standards
Roof Division	1 per 200 feet	1 per 200 feet	1 per 200 feet	1 per 200 feet	Section 3.2.10.D - Building Design Standards



AMENDMENT (includes rezonings)

- ▶ Change to any land use regulation
 - ▶ Text amendment
 - ▶ Future Development Map (Comp Plan)
 - ▶ Zoning map amendment (rezoning)



Zoning Map Amendments (rezonings)

Review and Approval Criteria:

- Promotes the health, safety, morals or general welfare of the public;
- Suitable for area;
- Length of time the property has been vacant as zoned,
- Compatible with use and development of adjacent and nearby property;
- Affect on the existing use or usability of adjacent or nearby property;
- Reasonable economic use as currently zoned;
- Impact on transportation facilities, utilities or schools;
- Consistent with the Comprehensive Plan;
- Supporting argument for change on part of applicant
- Adverse impacts– noise, hours of operation, traffic

Comprehensive Plan and Future Development Map Amendments

Review and Approval Criteria:

- Consistent with CDP and Future Development Map
- Proposal can be service by existing public infrastructure
- Doesn't Negatively impact natural or historic resources
- Best interest of the City
- Proposed change has reasonable economic use

Text Amendments

Review and Approval Criteria:

- Consistent with CDP
- Corrects an error or inconsistency in the Zoning Ordinance
- Meets the challenge of changing condition or necessary to implement established policy



CONDITIONAL USE PERMIT (CUP)

- ▶ Proposed uses that require additional scrutiny

Review and Approval Criteria:

- Consistent with CDP
- No negative impact on environment or adjacent properties
- Consistent with the needs of the area
- No negative impact on public infrastructure
- Consistent with development in area
- Consistent with desirable development pattern for area
- Length of time vacant



DEVELOPMENT OF COMMUNITY IMPACT (DCI)

- ▶ Projects greater than 2 acres that don't have any other legislative review by BOMC
- ▶ Purpose to provide for:
 - ▶ Unified approaches to development
 - ▶ Compatible developments
 - ▶ Architectural review for large projects

Review and Approval Criteria:

Designs:

- Are in harmony with general character of neighborhood
- Provide visual continuity physically and aesthetically
- Protect scenic views and natural landscape
- No negative impact on environment or adjacent properties
- Respect historical character of building/neighborhood

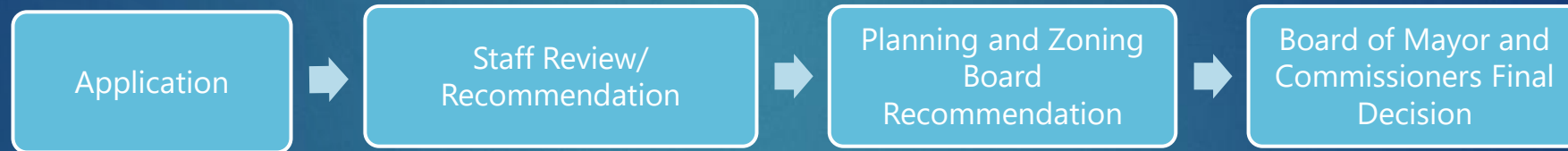
Proposed Development

- Suitable given adjacent use and development
- No negative impact on public infrastructure
- Consistent with CDP and subareas
- No adverse affect on nearby properties.



CONCURRENT VARIANCE

- ▶ Variance processed simultaneously with an amendment (e.g.: rezoning), conditional use permit, or DCI application.
- ▶ Same criteria as Variances



APPEAL OF ADMINISTRATIVE DECISION

- ▶ Process that allows people to appeal decisions made by staff

Appeal criterion:

- An appeal shall be sustained only upon a finding by the Board of Appeals that the administrative official's action was based on an erroneous finding of a material fact or that the administrative official acted in an arbitrary manner.

