



ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT
LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at
<https://hapevillega.civicclerk.com/Web/Player.aspx?id=613&key=-1&mod=-1&mk=-1&nov=0>

May 3, 2022 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PLEDGE OF ALLEGIANCE:

5. INVOCATION:

6. PRESENTATIONS:

7. PUBLIC HEARING:

- 7.I. Consideration and Action on Alcohol Beverage License request by TPG Overland Atlanta Beverage, LLC/ Kimpton Overland Hotel at Two Porsche Drive, Hapeville GA 30354.

Background:

The TPG Overland Atlanta Beverage, LLC/ Kimpton Overland Hotel has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. All departmental reports have been received and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. TPG Overland Application_Redacted
2. 2 Porsche Dr Alcohol Permit Report 2022
3. TPG Overland Fire Report
4. Alcohol Establishment Inspection Overland Hotel
5. AD# 594597

- 7.II. Consideration and Action on Alcohol Beverage License request by Pinnacle Spirits, LLC/The Brass Tap at 925 Virginia Ave Ste A, Hapeville GA 30354.

Background:

The Pinnacle Spirits, LLC/The Brass Tap has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and

Council. Staff ask that the Council approve the application with the condition that the applicant must obtain a final Certificate of Occupancy/Business License. All departmental reports have been received and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Alcohol Beverage License Application_Redacted
2. 925 Virginia Ave Suite A Alcohol Permit Zoning Compliance Report
3. Brass Tap Alcohol Establishment Inspection
4. Brass Tap Fire Inspection
5. AD# 594589

- 7.III. Consideration and Action on Alcohol Beverage License request by Marrietta St. Comedy, INC/ Uptown Comedy Corner at 1155 Virginia Ave Ste M, Hapeville GA 30354.

Background:

The Marrietta St. Comedy, INC/ Uptown Comedy Corner has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from the Mayor and Council. All departmental reports have been received and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Alcohol Beverage License Application_Redacted
2. 1155 Virginia Ave Suite M Comedy Club Alcohol Permit Report 2022
3. Uptown Fire Inspection Report
4. Uptown Comedy Corner Alcohol Establishment Inspection
5. AD# 594605

- 7.IV. Consideration and Action to rezone the properties located at 325 Sunset Avenue, 376 King Arnold Street, and 3394 LaVista Drive, more particularly described as Parcel Identification Numbers 14-0096-0006-014-1, 14-0096-0006-009-1, and 14-0066-0001-007-6 from U-V, Urban Village and R-1, One Family Residential to P-D, Planned Unit Development.

Background:

Alex Popham of Epic Development is requesting to rezone the properties located at 325 Sunset Avenue, 376 King Arnold Street, and 3394 LaVista Drive from U-V, Urban Village and R-1, One Family Residential to P-D, Planned Unit Development to construct 25 single family units on approximately 1.47 acres.

The Planning Commission considered this item on April 12, 2022 and recommended approval. Staff supports their recommendation.

Staff Comments:

Applicant Comments:

Public Comments:

Documents:

1. Application - 325 Sunset Ave., 376 King Arnold St., 3394 LaVista Dr._Rezoning_Redacted
2. Plans - 325 Sunset Ave., 376 King Arnold St., 3394 LaVista Dr._Rezoning
3. Planners Report - 325 Sunset, 376 King Arnold, 3394 Lavista
4. Minutes - 04-12-2022_draft
5. Legal Adv. - 325 Sunset Ave., 376 King Arnold St., 3394 LaVista Drive_Rezoning

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you

raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

- 9.I. Consideration and Action to accept a \$59,000 grant from Georgia Recreation and Parks Association by way of the Georgia Department of Education.

Background:

The Hapeville Recreation Department was awarded a \$59,000 grant from the Georgia Recreation and Parks Association's Building Opportunities in Out-of-School Time (BOOST) Grant Program. The program seeks to leverage out-of-school time and whole child support to address learning loss in Georgia. With this grant, the department will be able to purchase equipment that promotes physical activity and provide educational field trips and family fun days. This is a non-matching reimbursement grant.

Documents:

1. Summer 2022 MOU Form
2. Conflict of Interest - Summer 2022

- 9.II. Consideration and Action to approve the Courtware agreement for Court document handling.

Background:

To aid the efficiency, speed and accuracy of Municipal Court processing, the Municipal Court Judge has requested that the City expand its agreement with our court software provider, Courtware, to include hosting the municipal court data. Over time our current system has become increasingly slow, cumbersome and does not interface well with the current system. This has resulted in documents being printed in duplicate for distribution to the court staff, wasting time and resources. The move will enhance our virtual court operation as well as day to day data management. The annual fee will be based upon court and record volume but should approximate \$20,000 for the upcoming year. Fees are funded by our Court Technology fees collected through court services.

Documents:

1. Hapeville GA Courtware JusticeONE Revised Proposal

10. OLD BUSINESS:

11. NEW BUSINESS:

- 11.I. Consideration and action to approve the purchase of 6, 2022 Ford EcoBoost Utility Vehicles from Brannen Motor Company and fully outfitted at a cost of \$335,699.52.

Background:

With an aging fleet, rising costs of repairs, and the need to replace approximately 12 patrol vehicles, the police department is requesting approval to purchase 6, 2022 Ford EcoBoost Utility Vehicles from Brannen Motor Company and fully outfitted at a cost of \$335,699.52. The city has budgeted for the vehicles over the past few years, but due to COVID 19 restrictions, manufacturers were not able to fill requests. This prevented our ability to replace any of the aging vehicles. Using the list of vehicles in need of replacement today, the department is asking for approval to surplus 6 of the vehicles and allow us to sell them on GovDeals once the new vehicles arrive. The remaining 6 vehicles will be brought in at a future date with the next vehicle purchases. The vehicles selected for surplus are based on mechanical condition and appearance. The list is as follows:

1999 Ford Crown Victoria VIN 2FAFP71WXXX239753, milage 164,165
2001 Ford Crown Victoria VIN 2FAFP71W9YX208673, milage 151,107
2011 Ford Crown Victoria VIN 2FABP7BV3BX134632, milage 80,000
2001 Ford Crown Victoria VIN 2FAFP71W11X125308, milage 178,605
1998 Ford Crown Victoria VIN 2FAFP71WoWX174085, milage 155,221
1999 Ford Crown Victoria VIN 2FAFP71WoXX126765, milage 136,115

If approved, this would help bring the department closer to a fully functional fleet and help reduce our maintenance costs.

Documents:

1. Hapeville Ecoboost Equipped quote (2)
 2. motorola radio quote 2022 for Fords
 3. surplus 2022 12 cars
 4. Police Vehicle lis - Council
- 11.II. Consideration and action to approve the addition of a Human Resources/Payroll Coordinator to the Human Resources Department

Background:

The Human Resources Department currently oversees all personnel items for current (approximately 145), former and retired employees (all eligible), including benefits administration, pension, legal challenges, and compliance of applicable federal, state, and local laws and regulations. As restructuring in the Finance Department continues, payroll will be transitioned to the Human Resources Department. As a result of the additional responsibilities and requirements of the department, currently managed by one staff member, one additional full-time staff member is requested. The new staff member will serve as a backup to the Human Resources Manager, process the biweekly payroll, assist with answering phone calls that come into City Hall, and serve as a backup to the City Clerk at council meetings on an as-needed basis.

Documents:

1. Human Resources-Payroll Coordinator
 2. Human Resources Organizational Chart 2022
- 11.III. Consideration and Action City Planner Transfer of Contract.

Background:

Over the past 5 ½ years, B+C Studio and Dr. Lynn Patterson have collaborated to provide planning and zoning services to the City of Hapeville. As Dr. Patterson performs all of the services for the City, with limited assistance or input from B+C Studio, Dr. Patterson and B+C Studio ownership decided it would be more appropriate for Three Points Planning, to assume the responsibility for the contract. This is merely an administrative change and will be seamless for the City with no interruption of services or changes in staffing. The agreement language mirrors the agreement with B+C Studio. Legal has reviewed the agreement and signed off on the verbiage.

Documents:

1. B+C Studio - prior Agreement
- 11.IV. Discussion on Short Term Rentals

Background:

In February 2020, Mayor and Council and Staff began discussions on how the City plans to address Short Term Rentals. In March 2020 the COVID-19 pandemic broke out and discussions were postponed until the economy normalized. The City is in a cycle of growth now with renovations in process, new homes and townhomes being built and more planned. This is an opportune time to return to planning how the City will address Short Term Rentals. Included in the packet are minutes from the last council discussion and examples of an ordinance from two cities with different approaches to Short Term Rentals. For a start to our discussions with this council and direction on how to craft City Policy. City Manager requests a discussion on residence stipulations for Short Term Rental owners; owner occupied, owners as City residents, and or non-resident owners.

Documents:

1. Mayor and Council Session 02042020
2. Short-Term Rental Application _ Brookhaven Georgia
3. draft ordinance - Peachtree City

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address

Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION:

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

16. ADJOURN:

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



Administrative Services Department
3468 North Fulton Avenue
Hapeville, GA 30354
Phone: (404) 766-3004
Fax: (404) 669-3302

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: _____

☐ New

☒ Amended

Contact Name: Michael T. Sutter

Phone: [REDACTED]

Business/Trade Name: TPG Overland Atlanta Beverage, LLC

D/B/A: Kimpton Overland Hotel

Email: _____

Emergency Contact Name: Michael T. Sutter

Phone: [REDACTED]

Business Address: Two Porsche Drive, Hapeville, GA 30354

TYPE OF BUSINESS

☐ Convenience Store

☐ Grocery Store

☒ Hotel/Motel

☐ Package Store

☐ Manufacturer

☐ Specialty Beverage Store

☐ Restaurant

☐ Restaurant under 2,000 Sq. Ft.

☐ Wholesale

☐ Other: _____

TYPE OF LICENSE AND FEES

Retail

☐ Beer/Wine \$3,150.00
☐ Package \$5,000.00

On-Premise Consumption

☐ Beer/Wine \$3,150.00
☒ Beer/Wine/Liquor \$5,000.00

Wholesale/Manufacturer

☐ Beer/Wine \$3,150.00
☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

☐ Beer \$750.00
☐ Wine \$750.00
☐ Liquor \$1600.00

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Michael T. Sutter on behalf of

Full Name: TPG Overland Atlanta Beverage, LLC

Date of Birth: N/A

Revised March 2018

Traci W. Sutter

N/A

05/2017 - 2019: Solis Hotel - Hapeville, GA

06/2016 - 05/2017: Kimpton Hotel & Restaurant Group - Atlanta, GA

Yes ☐ No (If yes, explain)

ears? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other
Limited Liability Company

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: [REDACTED] State Tax ID Number: [REDACTED]

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Acron 2 Porsche Drive Atlanta, LLC, 2424 E. 21st Street, Suite 150, Tulsa, OK 74114

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
TPG Overland Atlanta Beverage, LLC	Food & Beverage Management Company	[REDACTED]	Two Porsche Drive, Atlanta, GA 30354	0%
TPG Hotels & Resorts, Inc.	Hotel Management company	[REDACTED]	Two Porsche Drive, Atlanta, GA 30354	0%
Acron 2 Porsche Drive, Atlanta, LLC	Hotel Ownership company		Two Porsche Drive, Atlanta, GA 30354	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number
Michael T. Sutter	[REDACTED]	[REDACTED]	[REDACTED]

BUSINESS SPECIFIC INFORMATION On File

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: _____

Building Square Footage: _____ Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): _____

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). _____

Hours/days of operation: Twenty-four (24) hours per day, seven (7) days per week

Description of adjacent properties (residential/commercial) _____

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- A scale drawing of the building and/or proposed building
- The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- The exact location of the business, including street address, ward, and county tax map number
- Current zoning classification of the location
- The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

Michael T. Sutter
Signature of Applicant or Agent

Michael T. Sutter on behalf of

TPG Overland Atlanta Beverage, LLC

Print or Type Name

I certify that Michael T. Sutter (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 4 day of February, 2022.

Brittany Harrison
Notary Public

My commission expires on: November 2024





Administrative Services Department
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Phone: (404) 766-3004
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Date: _____ ☐ New ☒ Amended

Contact Name: Michael T. Sutter Phone: [REDACTED]

Business/Trade Name: TPG Overland Atlanta Beverage, LLC

D/B/A: Kimpton Overland Hotel (Additional Facility)

Email: _____

Emergency Contact Name: Michael T. Sutter Phone: [REDACTED]

Business Address: Two Porsche Drive, Hapeville, GA 30354

TYPE OF BUSINESS

- | | |
|---|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☐ Restaurant |
| ☒ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

	Retail	On-Premise Consumption	Wholesale/Manufacturer
☐ Beer/Wine	\$3,150.00	☐ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☒ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
| ☐ Beer | \$750.00 |
| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Michael T. Sutter on behalf of

Full Name: TPG Overland Atlanta Beverage, LLC Date of Birth: N/A

Revised March 2018

Current Address: [REDACTED]

Spouse Name: Traci W. Sutter

Address of Applicant (if different for the past 5 years):
N/A

Name and Location of Employers for the last five years: 2019 - present: Kimpton Hotel & Restaurant Group - Hapeville, GA
05/2017 - 2019: Solis Hotel - Hapeville, GA
06/2016 - 05/2017: Kimpton Hotel & Restaurant Group - Atlanta, GA

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other
Limited Liability Company

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: [REDACTED] State Tax ID Number: [REDACTED]

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Acron 2 Porsche Drive Atlanta, LLC, 2424 E. 21st Street, Suite 150, Tulsa, OK 74114

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
TPG Overland Atlanta Beverage, LLC	Food & Beverage Management Company	[REDACTED]	Two Porsche Drive, Atlanta, GA	80354 0%
TPG Hotels & Resorts, Inc.	Hotel Management company	[REDACTED]	Two Porsche Drive, Atlanta, GA	80354 0%
Acron 2 Porsche Drive, Atlanta, LLC	Hotel Ownership company		Two Porsche Drive, Atlanta, GA	80354 100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number
Michael T. Sutter			

BUSINESS SPECIFIC INFORMATION On File

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: _____

Building Square Footage: _____ Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): _____

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). _____

Hours/days of operation: Twenty-four (24) hours per day, seven (7) days per week

Description of adjacent properties (residential/commercial) _____

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

Michael T. Sutter
Signature of Applicant or Agent

Michael T. Sutter on behalf of

TPG Overland Atlanta Beverage, LLC

Print or Type Name

I certify that Michael T. Sutter (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 4 day of February, 2022

Brittany Harrison
Notary Public

My commission expires on: November 2024





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☐ New ☒ Amended

Date: _____

Contact Name: Michael T. Sutter Phone: [REDACTED]

Business/Trade Name: TPG Overland Atlanta Beverage, LLC

D/B/A: Kimpton Overland Hotel (In-Room Service)

Email: _____

Emergency Contact Name: Michael T. Sutter Phone: [REDACTED]

Business Address: Two Porsche Drive, Hapeville, GA 30354

TYPE OF BUSINESS

- | | |
|---|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☐ Restaurant |
| ☒ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

Retail		On-Premise Consumption	Wholesale/Manufacturer
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On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
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| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Michael T. Sutter on behalf of

Full Name: TPG Overland Atlanta Beverage, LLC Date of Birth: N/A

Revised March 2018

Current Address: [REDACTED]

Spouse Name: Traci W. Sutter

Address of Applicant (if different for the past 5 years):
N/A

Name and Location of Employers for the last five years: 2019 - present: Kimpton Hotel & Restaurant Group - Hapeville, GA
05/2017 - 2019: Solis Hotel - Hapeville, GA
06/2016 - 05/2017: Kimpton Hotel & Restaurant Group - Atlanta, GA

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other
Limited Liability Company

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TPG Hotels & Resorts, Inc.	Hotel Management company	[REDACTED]	Two Porsche Drive, Atlanta, GA 30354	0%
Acron 2 Porsche Drive, Atlanta, LLC	Hotel Ownership company		Two Porsche Drive, Atlanta, GA 30354	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☒ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number
Michael T. Sutter			

BUSINESS SPECIFIC INFORMATION On File

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: _____

Building Square Footage: _____ Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): _____

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). _____

Hours/days of operation: Twenty-four (24) hours per day, seven (7) days per week

Description of adjacent properties (residential/commercial) _____

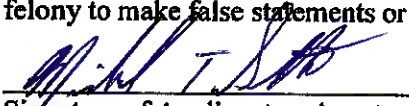
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.


Signature of Applicant or Agent

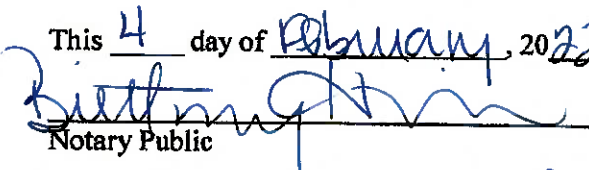
Michael T. Sutter on behalf of

TPG Overland Atlanta Beverage, LLC

Print or Type Name

I certify that Michael T. Sutter (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 4 day of February, 2022


Notary Public

My commission expires on: November 2024





Alcohol License Establishment Planning & Zoning Form

Business Name: TPG Overland Atlanta Beverage LLC DBA Kimpton Hotel

Business Address: 2 Porsche Drive, Hapeville, GA 30354

Building Square Footage: Total floor area 139,594 square feet

Square footage of Business Unit: 214 guest rooms, 1,417 sf terrace lounge and 2,444 sf restaurant.

Will the establishment provide patio/outdoor dining? Yes

Number of Parking Spaces Provided: 221

STAFF USE ONLY

Zoning Classification: -U-V, Urban Village Sec. 93-11.2-14. Regionally significant developments. The following additional requirements shall apply to regionally significant developments.

(2) In addition to those uses set forth in section 93-11.2-3, the following shall also be permitted uses within regionally significant developments:

- b. Hotels and motels having at least 200 guest rooms and at least one on-premises restaurant defined as a retail establishment that serves prepared food to customer, generally for eating on premises.

Number of parking spaces required by zoning: U-V zoning requires one parking space per lodging unit.

Staff Recommendation: Approval

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a hotel which has an approved occupational tax permit in the U-V, Urban Village Zoning district.

Alcoholic Beverage Ordinance Compliance

Sec. 5-6-3. - On-premises consumption regulations generally.

The following regulations shall apply to licensed on-premises consumption establishments:

- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.

The alcohol service times should meet the requirements listed above. There are no residential properties abutting the proposed location.

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

The proposed location is in a commercial area of Hapeville. This is a transfer of ownership only.

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There is no minimum distance required for on-site premises consumption from the nearest churches, school/school grounds, college campuses, or alcoholic treatment centers.

- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

Parking available per the approved site plan is 221 spaces.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

This business is an existing hotel. No additional traffic is expected.

Sec. 5-6-4. - Sales outside of licensed premises.) requires a defined and enclosed patio area.

Sec. 5-6-7. - Regulations of restaurants; reporting food sales.

- (a) A restaurant holding an alcohol beverage license must (i) be open to the public at least six hours per day, serving at least two meals per day, with a minimum serving time of three hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating. Before any repair, redecorating or any period of closure other than nationally recognized or religious holidays, vacations or emergencies, the details of such repair or redecorating shall require approval by the city manager who shall first submit such information to the city manager for review and recommendation. Where closure is the result of a catastrophic emergency, post closure review can be applied for; however, such review request must be applied for by the license

holder no later than 30 days post closure or the same closure may be prosecuted as a violation of this section and may result in administrative proceedings as well.

Compliant

- (a) Serving of alcoholic beverages at off-premises locations shall not be the principal business of the restaurant and consumption on the premises shall only be incidental thereto.

N/A

- (b) As used in this section, seating capacity shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals.

Should be confirmed by Fire Marshall and/or Police Department

- (c) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

Compliant, confirm with Fire Marshall and/or Police Department.

- (d) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

- (e) The principal business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least 30 percent of the receipts of such business shall come from the sale of food. While a separate license shall be required for each food establishment within a hotel, the food and alcohol sales percentages for a hotel shall be calculated as an aggregate number for the hotel and not based on each individually licensed establishment.

Compliant per occupational tax permit. Must submit receipts to City Clerk

Inspection No:	IAL 22-006
Inspection Date:	04/25/2022
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders					
Facility:	Kimpton Hotel	Address:	2 Porsche Drive		
Phone:	404-842-7280	City:	Hapeville	Postal Code:	30354
Fax:		State:	Ga		
Email:					
Primary Contact					
Contact:		Work:			
Email:		Cell:			
Inspection Type:	Inspection - Business License				
Violation Code	Days to Correct*	Violation	Notes	Location	
Inspection Notes:					
Approved For Alcohol License					
Inspector : Brian Eskew					

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

Code Enforcement Office
700 Doug Davis Drive
Hapeville, GA 30354



Office 404-669-2123
Fax 404-669-2140

Alcohol Establishment Code Enforcement Inspection

Date: 04/26/2022

Business Name: Kimpton Overland Hotel – Atlanta Airport

Address: 2 Porsche Dr, Hapeville, GA 30354

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A (in progress)

Interior Observations:

Alcohol License ☐ In Compliance ☐ Non-Compliant ☒ Not issued

Interior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

(in-progress)
Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

COMPLIANCE: Please correct the code violations within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: None

History:

Law Enforcement: 20 calls Code Enforcement: 0 calls

Inspector's Signature

Amy Painter per wjh112

Public Notice Order Confirmation

Ad Order # 0000594597 PO # Ordered By Elizabeth (Lizzie) Mahoney

Account # 9004865 Name SARD AND LEFF, LLC Address 3789 ROSWELL RD, ATLANTA, GA 30342
Phone 770-644-0800 Fax Email

Daily Report

Placement: Business Position: Alcoholic Beverage License County:
Run Dates: 05/02, 05/09 # of Ins: 2 Ad Size: 81 Words
Subject: On Premise Consumption

Gross Amount
500.00

Affidavit Fee
5.00

Amount Due
505.00

Ad Text

Corrections

Please review and provide corrections as needed.

LEGAL ADVERTISEMENT ON PREMISE CONSUMPTION

APPLICATIONS HAVE BEEN MADE BY TPG OVERLAND ATLANTA BEVERAGE, LLC, AT TWO PORSCHE DRIVE, HAPEVILLE, GA 30354 FOR THE ISSUANCE OF 2022 ALCOHOL BEVERAGE ONPREMISES CONSUMPTION OF BEER, WINE AND LIQUOR. ACRON 2 PORSCHE DRIVE, ATLANTA LLC (HOTEL OWNER) AND MICHAEL T. SUTTER (HOTEL MANAGER). A PUBLIC HEARING WILL BE HELD BY HAPEVILLE MAYOR AND COUNCIL ON MAY 3, 2022, AT 6:00 PM, AT HAPEVILLE MUNICIPAL COMPLEX AT 700 DOUG DAVIS DRIVE, HAPEVILLE, GEORGIA 30354.
#0000594597:5/02-2AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #: _____ Exp. Date: ____ / ____ Security Code: _____
Card Holder Name: _____ Signature: _____ Pmt Amount: _____



Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 09-07-2021 ☒ New ☐ Amended

Contact Name: Ibrahim Shamir Rodriguez Phone: [REDACTED]

Business/Trade Name: Pinnacle Spirits, LLC

D/B/A: The Brass Tap

Email: [REDACTED]

Emergency Contact Name: Yuly M. Isaac Phone: [REDACTED]

Business Address: 925 Virginia Ave Ste A Hapeville, GA 30354

TYPE OF BUSINESS

- | | |
|--|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☒ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

	<u>Retail</u>	<u>On-Premise Consumption</u>	<u>Wholesale/Manufacturer</u>
☐ Beer/Wine	\$3,150.00	☐ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☒ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
| ☐ Beer | \$750.00 |
| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Ibrahim Shamir Rodriguez Date of Birth: [REDACTED]

Current Address: [REDACTED]

Spouse Name: N/A

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years: _____
The Graveyard Tavern
1245 Glenwood Ave SE Atlanta, GA 30316

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☐ No (If yes, explain) N/A

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 86-3770461 State Tax ID Number: 20269182626

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Raj Patel
925 Virginia Ave Ste E Hapeville, GA 30354 Tel # 404-456-8483

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
I. Shamir Rodriguez	Owner/Member	[REDACTED]	[REDACTED]	49
Yuly M. Isaac	Owner/Member	[REDACTED]	[REDACTED]	51

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District U-V

Nearest Intersection: Rainy Ave. and Virginia Ave.

Building Square Footage: _____ Business Square Footage (if not using entire building): 3200

Patio/Outdoor Dining Square Footage (if applicable): _____

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)
See Site Plan

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). See Site Plan

Hours/days of operation: Monday - Saturday 11 Am - 12 Am Sunday 12:30 pm - 10 pm

Description of adjacent properties (residential/commercial) _____

Left and Right Commercial in front (across street) Commercial

Behind: residential

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

[Signature]
Signature of Applicant or Agent

Zbralin Shamir Rodriguez
Print or Type Name

I certify that Ibarin Shamir Rodriguez (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 7th day of October, 2021.

[Signature]
Notary Public

My commission expires on: 10.28.2023





Alcohol License Establishment Planning & Zoning Form

Date: April 29, 2022

Business Name: Pinnacle Spirits LLC DBA The Brass Tap

Business Address: 925 Virginia Ave, Suite A, Hapeville, GA 30354

Business Owner: Ibrahin Shamir Rodriguez

Business Owner Address: 925 Virginia Ave, Suite A, Hapeville, GA 30354

Building Square Footage: approx. 22,000 SF

Square footage of Business Unit: 3,200 SF*

Will the establishment provide patio/outdoor dining? No.

Number of Parking Spaces Provided: Shared parking on-site.

*Verbally confirmed square footage as there was a discrepancy between the occupational tax permit and the alcohol permit applications.

STAFF USE ONLY

Zoning Classification: U-V, Urban Village

Sec. 93-11.2-3. - Permitted uses.

(9) Restaurants or carry-out restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a stand-alone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: Adequate parking provided. Approved site plan.

Staff Finding: Compliant with zoning. Alcohol service must conclude by midnight.

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a restaurant which has an approved occupational tax permit for zoning compliance in the U-V zoning district.

Alcoholic Beverage Ordinance Compliance

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

The proposed location is in a commercial corridor of Hapeville. There is a residential zoning district immediately adjacent to the business (to the north).

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There are no alcoholic treatment centers owned and operated by the state or county or municipal government within 100 yards.

3430 Lang Avenue is the closest school which is 1073 ft away (357 yards)

- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

The site plan has been approved for the project with adequate off-street parking facilities.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

This area is designated as a commercial area.

- (7) The applicant, business or licensee's meeting of the requirements of this chapter and state, federal and local laws, including as such pertains to notice and distance requirements, fire codes, building, zoning, parking, storage, sanitation codes, parking buffers, lighting and other matters relating to public welfare and safety and the use or sale of alcohol at the proposed location.

The business is compliant with zoning.

Sec 5-6-3 – On premises consumption establishments.

- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.

- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.

The stated business hours are 11am to 2am and therefore do NOT meet the hours required above. Alcohol service must conclude by 12am midnight).

Sec. 5-6-7. - Regulations of restaurants; reporting food sales.

- (a) A restaurant holding an alcoholic beverage license must (i) be open to the public at least six hours per day, serving at least two meals per day, with a minimum serving time of three hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating. Before any repair, redecorating or any period of closure other than nationally

recognized or religious holidays, vacations or emergencies, the details of such repair or redecorating shall require approval by the city manager who shall first submit such information to the city manager for review and recommendation. Where closure is the result of a catastrophic emergency, post closure review can be applied for; however, such review request must be applied for by the license holder no later than 30 days post closure or the same closure may be prosecuted as a violation of this section and may result in administrative proceedings as well.

Compliant

- (b) Serving of alcoholic beverages at off-premises locations shall not be the principal business of the restaurant and consumption on the premises shall only be incidental thereto.

N/A

- (c) As used in this section, seating capacity shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals.

Should be confirmed by Fire Marshall and/or Police Department

- (d) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

Compliant, confirm with Fire Marshall and/or Police Department.

- (e) The principal business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least 30 percent of the receipts of such business shall come from the sale of food. While a separate license shall be required for each food establishment within a hotel, the food and alcohol sales percentages for a hotel shall be calculated as an aggregate number for the hotel and not based on each individually licensed establishment.

Compliant per occupational tax permit. Must submit receipts to City Clerk

Code Enforcement Office
700 Doug Davis Drive
Hapeville, GA 30354



Office 404-669-2123
Fax 404-669-2140

Alcohol Establishment Code Enforcement Inspection

Date: 04/27/22

Business Name: The Bras Tap

Address: 925 Virginia Ave Suite A Hapeville, GA 30352

Exterior Observations:

Condition of Signage: Good

Window Signage & Visibility: Good

Condition of Property: Good

Exterior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A (in progress)

Interior Observations:

Alcohol License ☐ In Compliance ☐ Non-Compliant ☒ Not issued

Interior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

☐ Unknown

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

(in-progress)

Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

COMPLIANCE: Please correct the code violations within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: None

History:

Law Enforcement: 30 calls Code Enforcement: 1 calls

Inspector's Signature

A. Painter

04/27/22

Inspection No:	IAL 22- 005
Inspection Date:	04/25/2022
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders					
Facility:	Brass Taps	Address:	925 Virginia Avenue		
Phone:	404-456-8482	City:	City of Hapeville		
Fax:		State:	GA	Postal Code:	30354
Email:					
Primary Contact					
Contact:		Work:			
Email:		Cell:			
Inspection Type:	Inspection - Business License				
Violation Code	Days to Correct*	Violation	Notes	Location	
Inspection Notes:					
Approved For Temporary Alcohol License Pending Final CO and Business License					
Inspector : Brian Eskew					

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

Public Notice Order Confirmation

Ad Order # 0000594589 PO # Ordered By Shamir Rodriguez

Account # 9055877	Name PINNACLE SPIRITS	Address 925 VIRGINIA AVE, SUITE A, HAPEVILLE, GA 30354
Phone 404-713-8993	Fax	Email

Daily Report

Placement: Business Position: Alcoholic Beverage License County:
Run Dates: 05/02, 05/09 # of Ins: 2 Ad Size: 65 Words
Subject: On Premise Consumption

<u>Gross Amount</u>	<u>Affidavit Fee</u>	<u>Amount Due</u>
500.00	5.00	505.00

Ad Text Corrections Please review and provide corrections as needed.

[ON PREMISE CONSUMPTION BEER/WINE/LIQUOR]

APPLICATION HAS BEEN MADE BY BRASS TAP
HAPEVILLE, OWNER SHAMIR RODRIGUEZ AT 925
SUITE A VIRGINIA AVE, HAPEVILLE, GA 30354 FOR
THE ISSUANCE OF A 2022 ON PREMISE CON-
SUMPTION OF BEER/WINE/LIQUOR. A PUBLIC
HEARING WILL BE HELD BY HAPEVILLE MAYOR
AND COUNCIL ON MAY 3RD 2022 AT 6:00PM, AT
HAPEVILLE MUNICIPAL COMPLEX AT 70 DOUG
DAVIS DRIVE, HAPEVILLE, GEORGIA 30354.
#0000594589:5/02-2AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #:	Exp. Date: /	Security Code:
Card Holder Name:	Signature:	Pmt Amount:

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 4-3-2022 ☒ New ☐ Amended

Contact Name: Angelo D. Sykes Phone: [REDACTED]

Business/Trade Name: Marietta St. Comedy, Inc

D/B/A: Uptown Comedy Corner

Email: [REDACTED]

Emergency Contact Name: Angelo D. Sykes Phone: [REDACTED]

Business Address: 1155 Virginia Ave Suite M Hapeville, Ga. 30354

TYPE OF BUSINESS

- | | |
|--|---|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☒ Restaurant |
| ☐ Hotel/Motel | ☐ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

<u>Retail</u>		<u>On-Premise Consumption</u>		<u>Wholesale/Manufacturer</u>	
☐ Beer/Wine	\$3,150.00	☐ Beer/Wine	\$3,150.00	☐ Beer/Wine	\$3,150.00
☐ Package	\$5,000.00	☒ Beer/Wine/Liquor	\$5,000.00	☐ Beer/Wine/Liquor	\$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|---------------------------------|-----------|
| ☐ Beer | \$750.00 |
| ☐ Wine | \$750.00 |
| ☐ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Angelo D. Sykes Date of Birth: [REDACTED]

Current Address: [REDACTED]

Spouse Name: Robbie M. Sykes

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years: Uptown Comedy Corner 397 N. Central Ave. Hapeville, Ga. 30354

Have you been arrested in the last five years? ☒ Yes ☐ No (If yes, explain)

Charged with Insurance Fraud by Workers Comp Board for an application misinterpretation on January 4th 2022

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 20-3708047 State Tax ID Number: 923383-04

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) MNG II, LP & Midtown National Group LP 678-501-5356

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Angelo D. Sykes	President/CEO	[REDACTED]	[REDACTED]	50%
Levonder D. Moore	Vice President	[REDACTED]	[REDACTED]	50%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☐ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☐ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District Urban Village

Nearest Intersection: _____

Building Square Footage: 5720 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): N/A

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)
160

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). Kings Cigars and Irish Bread Pub

Hours/days of operation: 4p to 12a Monday to Thursday and 4p to 2a Friday to Sunday

Description of adjacent properties (residential/commercial) Commerical Restaurants

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to

enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

Angelo D. Sykes
Signature of Applicant or Agent

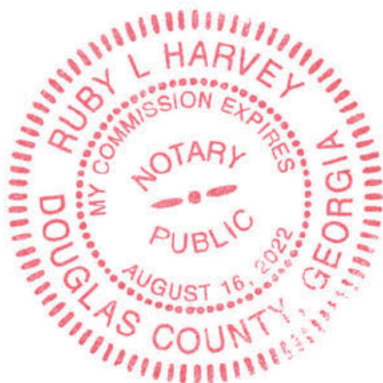
Angelo D. Sykes
Print or Type Name

I certify that Angelo D. Sykes (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 7th day of April, 20 22

[Signature]
Notary Public

My commission expires on: 08/16/2022





Alcohol License Establishment Planning & Zoning Form

Date: April 29, 2022

Business Name: Marietta St. Comedy, Inc. DBA Uptown Comedy Corner

Business Address: 1155 Virginia Avenue, Ste M

Business Owner: Angelo D. Sykes

Building Square Footage: not provided

Square footage of Business Unit: 5,720SF

Will the establishment provide patio/outdoor dining? No outdoor seating has been proposed. Should alcohol service be proposed for outdoor dining, all applicable regulations must be met

Number of Parking Spaces Provided: Shared parking, 115 spaces (application not correct stating 160 spaces available).

STAFF USE ONLY

Zoning Classification: U-V, Urban Village

Sec. 93-11.2-3. Permitted uses.

Restaurants, grills, cafes, taverns and similar eating and drinking establishments with a maximum size of 6,000 square feet, but excluding drive-in restaurants, fast food restaurants, or restaurants in which patrons are not served exclusively seated or standing at a counter. Such restaurants, grills, cafes, taverns and similar eating and drinking establishments shall be allowed to operate no more than six billiard tables upon the premises.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: 14, which will be met by shared parking.

Outdoor dining: None.

Staff Recommendation: The proposed location complies with zoning, however, there are concerns over the number of meals served and available parking. The parking lot for the site has 115 approved spaces, not 160 as the application states. Staff recommends the owner/operator implement a valet parking system and have a valid off-site location for customer vehicles.

The operating hours meet the minimum 6 hour per day requirement. It is not clear if 2 meals will be offered.

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a restaurant which has an approved occupational tax permit in the U-V, Urban Village Zoning district.

Alcoholic Beverage Ordinance Compliance

Sec. 5-6-3. - On-premises consumption regulations generally.

The following regulations shall apply to licensed on-premises consumption establishments:

- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, "residential" shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.

The stated business hours of Monday through Thursday, 4pm to 12am, and Friday to Sunday 4p to 2am meet the hours required above. There are no residential properties abutting the proposed location.

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

The proposed location is in a commercial area of Hapeville. There are other restaurants in the same property that have received alcohol licenses.

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There is no minimum distance required for on-site premises consumption from the nearest churches, school/school grounds, college campuses, or alcoholic treatment centers.

- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

Parking available per the approved site plan (Board of Appeals) is 115 spaces. There are other restaurants in the building that also utilize the same parking lot. A valet program should be implemented to adequately service the Comedy Club.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

This business is in an existing commercial center. No additional traffic is expected.

Sec. 5-6-4. - Sales outside of licensed premises.) requires a defined and enclosed patio area.

Sec. 5-6-7. - Regulations of restaurants; reporting food sales.

- (a) A restaurant holding an alcohol beverage license must **(i) be open to the public at least six hours per day, serving at least two meals per day, with a minimum serving time of three hours per meal; and (ii) serve meals at least six days a week with the exception of weeks including holidays, vacations, and periods of redecorating.** Before any repair, redecorating or any period of closure other than nationally recognized or religious holidays, vacations or emergencies, the details of such repair or redecorating shall require approval by the city manager who shall first submit such information to the city manager for review and recommendation. Where closure is the result of a catastrophic emergency, post closure review can be applied for; however, such review request must be applied for by the license holder no later than 30 days post closure or the same closure may be prosecuted as a violation of this section and may result in administrative proceedings as well.

The Comedy Club will be open from 4pm to 2am. This exceeds the 6 hour minimum, but may not meet the 2 meal minimum.

- (a) Serving of alcoholic beverages at off-premises locations shall not be the principal business of the restaurant and consumption on the premises shall only be incidental thereto.

N/A

- (b) As used in this section, seating capacity shall mean that no more than 25 percent of such seating shall be at a common table or counter area or shall be other than individual tables or booths designed for seating of at least two individuals.

Should be confirmed by Fire Marshall and/or Police Department

- (c) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

Compliant, confirm with Fire Marshall and/or Police Department.

- (d) The restaurant, including its front facing exterior windows and doors, shall be designed in a manner which affords police and public safety personnel a clear view into the restaurant's interior.

- (e) The principal business of a restaurant shall be the sale of food. As used in this section, principal business shall mean that at least 30 percent of the receipts of such business shall come from the sale of food. While a separate license shall be required for each food establishment within a hotel, the food and alcohol sales percentages for a hotel shall be calculated as an aggregate number for the hotel and not based on each individually licensed establishment.

Compliant per occupational tax permit. Must submit receipts to City Clerk

Inspection No:	IAL 22-007
Inspection Date:	04/25/2022
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders					
Facility:	Uptown Comedy Corner		Address:	1155 Virginia Avenue #M	
Phone:	404-527-9202		City:	City of Hapeville	
Fax:		State:	GA	Postal Code:	30354
Email:		Primary Contact			
Contact:		Work:			
Email:		Cell:			
Inspection Type:	Inspection - Business License				
Violation Code	Days to Correct*	Violation	Notes	Location	
Inspection Notes:					
Approved For Alcohol License					
Inspector :					
Brian Eskew					
					

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

Code Enforcement Office
700 Doug Davis Drive
Hapeville, GA 30354



Office 404-669-2123
Fax 404-669-2140

Alcohol Establishment Code Enforcement Inspection

Date: 04/27/22

Business Name: Uptown Comedy Corner

Address: 1155 Virginia Ave, Suite M, Hapeville, GA. 30352

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A (in progress)

Interior Observations:

Alcohol License ☐ In Compliance ☐ Non-Compliant ☒ Not issued

Interior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

(in-progress)
Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

COMPLIANCE: Please correct the code violations within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: None

History:

Law Enforcement: 6 calls Code Enforcement: 1 calls

Inspector's Signature

A. Painter

04/27/22

Public Notice Order Confirmation

Ad Order # 0000594605 PO # Ordered By Angelo Sykes

Account # 9055878 Name THE BRASS TAP Address 5488 LEGACY TRAIL, DOUGLASVILLE, GA 30135
Phone 770-527-9202 Fax Email

Daily Report

Placement: Business Position: Alcoholic Beverage License County:
Run Dates: 05/02, 05/09 # of Ins: 2 Ad Size: 73 Words
Subject: On Premise Consumption

Gross Amount	Affidavit Fee	Amount Due
500.00	5.00	505.00

Ad Text Corrections Please review and provide corrections as needed.

ON PREMISE CONSUMPTION
APPLICATION HAS BEEN MADE BY MARIETTA ST
COMEDY, INC/ UPTOWN COMEDY CORNER. OWN-
ER ANGELO SYKES, AT 1155 VIRGINIA AVE, SUITE
M HAPEVILLE, GA 30354 FOR THE ISSUANCE OF A
2022 ALCOHOL BEVERAGE ON-PREMISE CON-
SUMPTION OF BEER, WINE AND LIQUOR. A PUB-
LIC HEARING WILL BE HELD BY HAPEVILLE MAY-
OR AND COUNCIL ON MAY 3, 2022, AT 6:00 PM, AT
HAPEVILLE MUNICIPAL COMPLEX AT 700 DOUG
DAVIS DRIVE, HAPEVILLE, GEORGIA 30354.
#0000594605:05/02-2AS

Payment By Credit Card

() Visa () MC () Amex

Credit Card #: Exp. Date: / Security Code:
Card Holder Name: Signature: Pmt Amount:

22-PC-04-17

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION**

Name of Applicant Epic Development - Alex Popham
Mailing Address 430 Plasters Ave NE, Suite 100, Atlanta, GA 30324-3912
Telephone 404-500-6017 Mobile# [REDACTED]
Email Alex@EpicDevelopment.com
Property Owner (s) SCP Hapeville TH Owners LLC
Mailing Address _____
Telephone _____ Mobile# _____
Address/Location of Property: 325 Sunset, 376 King Arnold & 3394 LaVista
Parcel ID #: 14-009600060141, 14-009600060091, 14-006600010076
Square Foot of Property 105,851 Acres 2.43
Present Zoning Classification UV and R1 Proposed Zoning Classification PUD
Present Land Use Vacant land
Proposed Land Use SFH neighborhood

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances regardless of any action or approval on this application. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

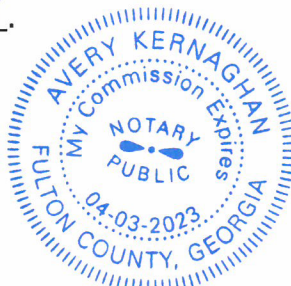
[Signature]
Applicant's signature

Date: 03/08/2022

Sworn to and subscribed before me

This 8th day of March, 2022.

[Signature]
Notary Public



**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION**

In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.

[illegible]

The PUD zoning allows the design to be reviewed and approved as a planned community. This limits the number of SFHs that can be built on the site to 25 SFH. The proposed site plan contemplates utilizing the abandoned street.

The PUD allows the development of the site with SFHs to transition from the larger apartment development and commercial area into the existing single family neighborhood adjacent to the parcels.

How would the proposed zoning change impact on public facilities and services?

Discussions with city departments indicate the existing sewer and water services are adequate to accommodate the development.

What environmental impacts would the proposed project have?

The majority of the site is open with few trees. The history of the site was an apartment development that has been demolished.

No adverse impact.

Describe the effect the proposed zoning request will have on the adjacent properties and how it will impact the character of the neighborhood.

The PUD zoning allows the site to be developed with SFHs versus a denser townhouse style development or commercial development, allowing a transition into the adjacent SFH neighborhoods. Impact should be positive as both a visual and noise barrier from the commercial zoning.

Are there any proffered conditions you would like to apply to and be made part of this application for rezoning? Yes_____No^x_____

Please list any written proffered conditions below.

Any development and site plans or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application as follows: (Please include a date or other identifiable information of each piece of material attached)

Submitted Site Plan

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION**

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

376 King Arnold Street &

325 Sunset Ave

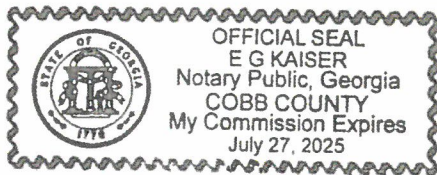
City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant Alex Popham

Address of Applicant
430 Plasters Ave NE, STE 100, Atlanta, GA 30324

Telephone of Applicant
404-500-6017



Signature of Owner

SCP Hapeville TH Owner, LLC

Print Name of Owner

Personally Appeared Before Me this 8 day of March, 2022.

Notary Public

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

Application filed on March 08, 2022 for action by the City Council on the following requested rezoning:
PUD - Planned Unit Development

Address to be rezoned: 325 Sunset and 376 King Arnold and 3394 LaVista

All individuals, business entities or other organizations having a property or other interest in said property that is subject of this application are as follows:

SCP Hapeville TH Owner LLC

The undersigned below, making application for Rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250 or more to a member of the Hapeville City Council? Yes ☒ No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
None		

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

[Signature]
Signature of Applicant

Alex Popham

Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

[Signature]
Signature of Notary Public

3/8/22
Date

(Affix Raised Seal Here)

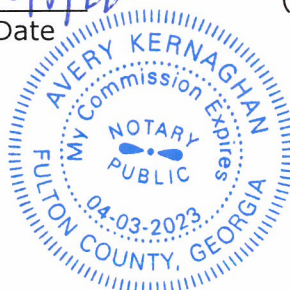


EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Tract 2:

All that tract or parcel of land lying and being in Land Lot 96 & 65 of the 14th District, City of Hapeville, Fulton County, Georgia and being more particularly described as follows:

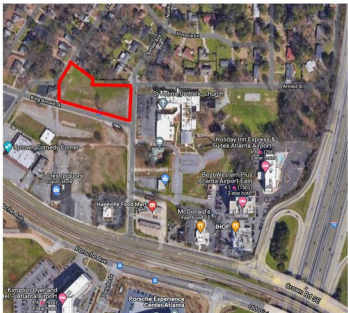
BEGINNING at an iron pin set at the intersection of the westerly Right of Way of Sunset Avenue (50' R/W) and the northeasterly Right of Way of King Arnold Street (50' R/W); from point thus established and running along the northeasterly Right of Way of King Arnold Street North 74° 08' 39" West a distance of 194.57 feet to a 1/2" rebar found; thence North 74° 08' 39" West a distance of 238.49 feet to a 3/4" open top pipe found; thence leaving said Right of Way North 11° 39' 45" East a distance of 81.83 feet to a 1/2" rebar found on the southerly Right of Way of Arnold Street, unopened Road; thence running along said Right of Way South 88° 58' 44" East a distance of 217.91 feet to an iron pin set; thence South 88° 58' 42" East a distance of 189.84 feet to an iron pin set at the intersection of the southerly Right of Way of Arnold Street and the westerly Right of Way of Sunset Avenue (50' R/W); thence running along the westerly Right of Way of Sunset Avenue South 02° 17' 23" West a distance of 191.35 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.301 Acres (56,674 Square Feet).

Tract 3:

All that tract or parcel of land lying and being in Land Lot 95 of the 14th District, City of Hapeville, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" open top pipe at the intersection of the northerly Right of Way of Arnold Street (not open) and the easterly Right of Way of Lavista Drive formerly known as Homestead Avenue (30' R/W); thence running along said easterly Right of Way of Lavista Drive North 33° 50' 06" East a distance of 99.87 feet to a 1/2" rebar found; thence leaving said Right of Way South 54° 53' 42" East a distance of 149.77 feet to an iron pin set; on the aforementioned northerly Right of Way of Arnold Street (not open); thence running along said Right of Way North 88° 58' 43" West a distance of 178.16 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.172 Acres (7,477 Square Feet).

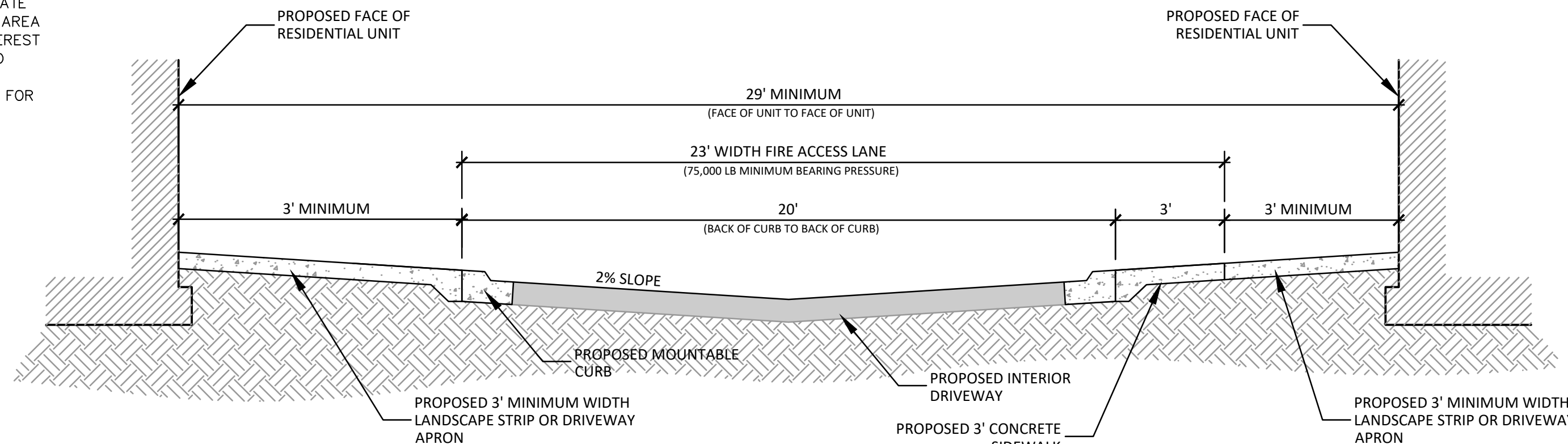
25 Proposed Homes Hapeville, GA



Location Map

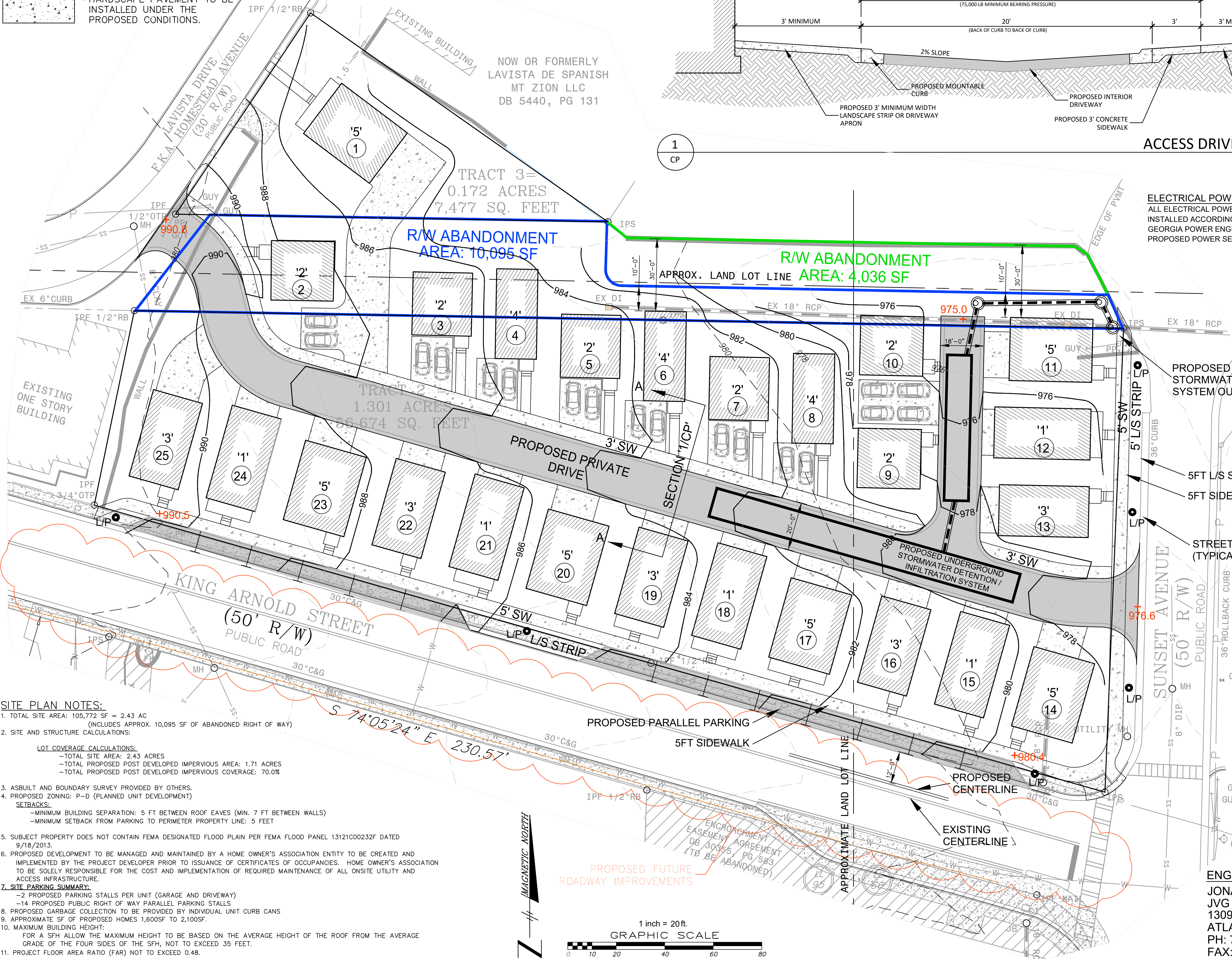
- SHADED AREAS REPRESENT DRIVEWAY TO BE INSTALLED UNDER THE PROPOSED CONDITIONS.
- HATCHED AREAS REPRESENT HARDSCAPE PAVEMENT TO BE INSTALLED UNDER THE PROPOSED CONDITIONS.

PROPERTY OWNERSHIP DESCRIPTION:
INDIVIDUAL LOTS TO BE FEE SIMPLE - INDIVIDUAL LOTS, WHICH IS THE LAND AREA UNDER THE FOUNDATION, WILL CONFORM TO THE BASIC SITE PLAN CONFIGURATION, BUT MAY BE MODIFIED SLIGHTLY TO ACCOMMODATE SUBSTITUTED HOME PLANS. IN ADDITION TO THE LOT EACH OWNER WILL HAVE USE OF LIMITED COMMON AREA FOR SIDE YARD, DRIVEWAY, WALKS, ETC. THAT PRIMARILY SERVE AN INDIVIDUAL PROPERTY, PLUS AN INTEREST IN THE GENERAL COMMON AREAS AND AMENITIES. FEE SIMPLE PROPERTY AREAS WILL BE RECORDED AND CONVEYED THROUGH FINAL PLAT PREPARED BY PROJECT SURVEYOR OF RECORD. FINAL PLAT SHALL BE APPROVED BY THE CITY OF HAPEVILLE AND RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY APPROVAL FOR EACH INDIVIDUAL UNIT.



ACCESS DRIVEWAY SECTION A-A
SCALE: NTS

ELECTRICAL POWER SERVICE NOTE:
ALL ELECTRICAL POWER SERVICE TO BE DESIGNED AND INSTALLED ACCORDING TO THE CITY OF HAPEVILLE AND GEORGIA POWER ENGINEERING OFFICE REQUIREMENTS. ALL PROPOSED POWER SERVICE TO BE UNDERGROUND.



SITE PLAN NOTES:

- TOTAL SITE AREA: 105,772 SF = 2.43 AC (INCLUDES APPROX. 10,095 SF OF ABANDONED RIGHT OF WAY)
- SITE AND STRUCTURE CALCULATIONS:
LOT COVERAGE CALCULATIONS:
- TOTAL SITE AREA: 2.43 ACRES
- TOTAL PROPOSED POST DEVELOPED IMPERVIOUS AREA: 1.71 ACRES
- TOTAL PROPOSED POST DEVELOPED IMPERVIOUS COVERAGE: 70.0%
- ASBUILT AND BOUNDARY SURVEY PROVIDED BY OTHERS.
- PROPOSED ZONING: P-D (PLANNED UNIT DEVELOPMENT)
SETBACKS:
- MINIMUM BUILDING SEPARATION: 5 FT BETWEEN ROOF EAVES (MIN. 7 FT BETWEEN WALLS)
- MINIMUM SETBACK FROM PARKING TO PERIMETER PROPERTY LINE: 5 FEET
- SUBJECT PROPERTY DOES NOT CONTAIN FEMA DESIGNATED FLOOD PLAIN PER FEMA FLOOD PANEL 13121C00232F DATED 9/18/2013.
- PROPOSED DEVELOPMENT TO BE MANAGED AND MAINTAINED BY A HOME OWNER'S ASSOCIATION ENTITY TO BE CREATED AND IMPLEMENTED BY THE PROJECT DEVELOPER PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCIES. HOME OWNER'S ASSOCIATION TO BE SOLELY RESPONSIBLE FOR THE COST AND IMPLEMENTATION OF REQUIRED MAINTENANCE OF ALL ONSITE UTILITY AND ACCESS INFRASTRUCTURE.
- SITE PARKING SUMMARY:
- 2 PROPOSED PARKING STALLS PER UNIT (GARAGE AND DRIVEWAY)
- 14 PROPOSED PUBLIC RIGHT OF WAY PARALLEL PARKING STALLS
- PROPOSED GARBAGE COLLECTION TO BE PROVIDED BY INDIVIDUAL UNIT CURB CANS
- APPROXIMATE SF OF PROPOSED HOMES 1,600SF TO 2,100SF.
- MAXIMUM BUILDING HEIGHT:
FOR A SFH ALLOW THE MAXIMUM HEIGHT TO BE BASED ON THE AVERAGE HEIGHT OF THE ROOF FROM THE AVERAGE GRADE OF THE FOUR SIDES OF THE SFH, NOT TO EXCEED 35 FEET.
- PROJECT FLOOR AREA RATIO (FAR) NOT TO EXCEED 0.48.

SITE PLAN

FOR THE

THE VILLAGE AT HAPEVILLE

325 SUNSET AVENUE (ET AL)
PARCEL ID'S: 14 009600060141, 14 009600060091, 14 006600010076
LAND LOT 96, 14TH DISTRICT,
THE CITY OF HAPEVILLE, FULTON COUNTY, GA

1	ISSUED FOR REVIEW	3/3/22
No.	Revision/Issue	Date

JVG
Civil Engineering
1309 Arnold Avenue
Atlanta, GA 30324
770-402-3471

OWNER/DEVELOPER:
EPIC DEVELOPMENT ATLANTA LLC
430 PLASTERS AVENUE
ATLANTA, GEORGIA 30324
CONTACT:
770-228-2000
ALEX@EPICDEVELOPMENT.COM

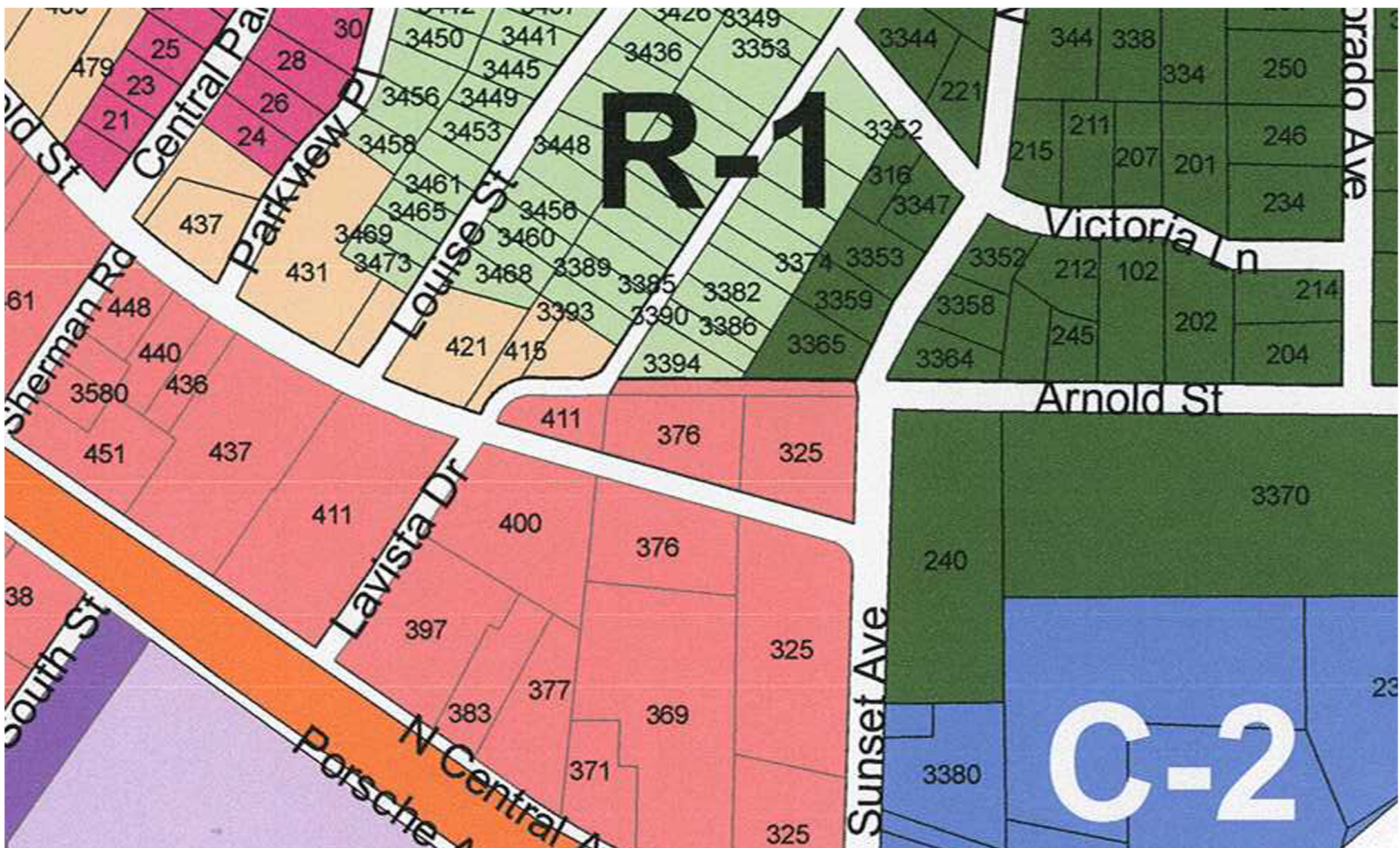
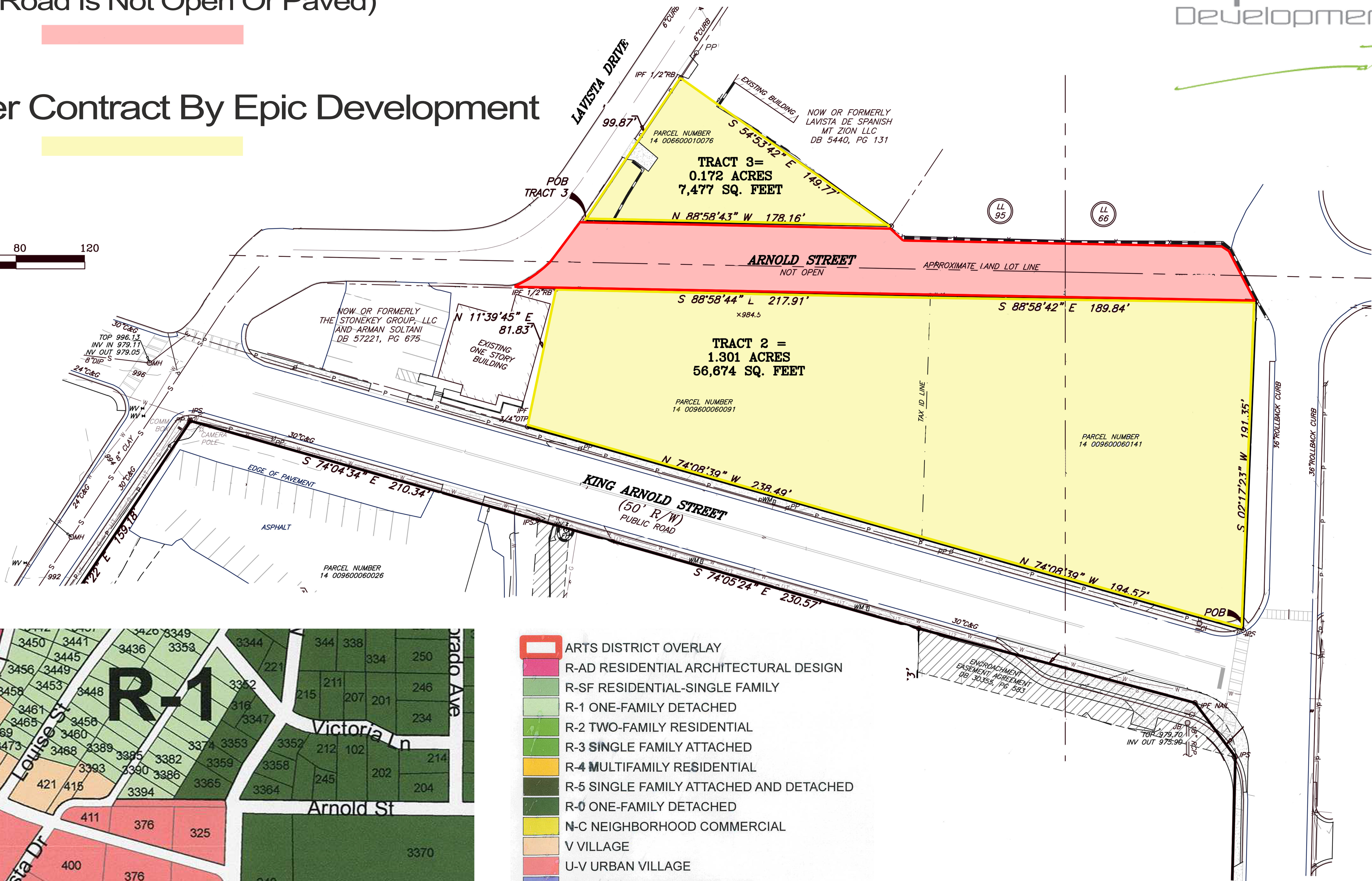
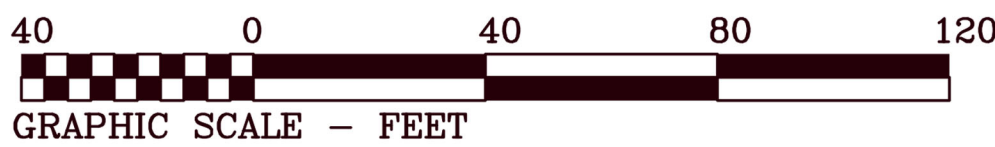
Sheet	211118	Sheet	
Date	11/18/2021		
Scale	1"=20'		

ENGINEER CONTACT:
JONATHAN HICKS, P.E.
JVG CIVIL ENGINEERING, INC.
1309 ARNOLD AVENUE, NE
ATLANTA, GA 30324
PH: 770-402-3471
FAX: 404-487-8982

Proposed Arnold Street Abandonment (Road Is Not Open Or Paved)



Lots Under Contract By Epic Development



- ARTS DISTRICT OVERLAY
- R-AD RESIDENTIAL ARCHITECTURAL DESIGN
- R-SF RESIDENTIAL-SINGLE FAMILY
- R-1 ONE-FAMILY DETACHED
- R-2 TWO-FAMILY RESIDENTIAL
- R-3 SINGLE FAMILY ATTACHED
- R-4 MULTIFAMILY RESIDENTIAL
- R-5 SINGLE FAMILY ATTACHED AND DETACHED
- R-0 ONE-FAMILY DETACHED
- N-C NEIGHBORHOOD COMMERCIAL
- V VILLAGE
- U-V URBAN VILLAGE
- RMU RESIDENTIAL MIXED USE
- C-1 RETAIL COMMERCIAL
- C-2 GENERAL COMMERCIAL
- C-T COMMERCIAL TRANSPORTATION
- B-P BUSINESS PARK
- P-D PLANNED UNIT DEVELOPMENT
- I-1 LIGHT INDUSTRIAL

RECORDATION AREA

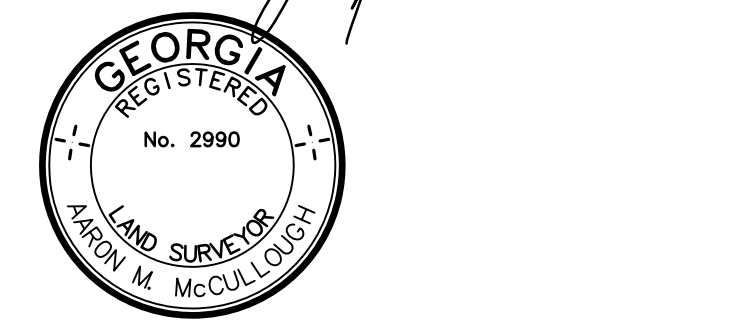
ALTA COMMITMENT FOR TITLE INSURANCE

COMMENTS CONCERNING EXCEPTIONS FROM CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 2021.10.030, EFFECTIVE DATE OCTOBER 8, 2021.

- 10 All those matters as shown on those certain plats filed and recorded in Fulton County, Georgia, records in (a) Plat Book 9, page 194; and (b) Plat Book 406, page 68. (Affects subject property, blanket in nature)
- 11 Right of Flight Agreement Consent Agreement to City of Atlanta, dated February 4, 1988, filed and recorded February 1988, in Deed Book 11342, page 259, aforesaid records. (Affects subject property, blanket in nature)
- 12 Right of Flight Agreement to City of Atlanta, dated February 9, 1988, filed and recorded February 1988, in Deed Book 11342, page 260, aforesaid records. (Affects subject property, blanket in nature)

As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. 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.

2/24/22
DATE



PLEASE NOTE

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

AARON M. MCCULLOUGH, L.S.
GA REGISTRATION NO. 2990
6554 E. CHURCH STREET
DOUGLASVILLE, GA 30134

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSFH 000462 EXPIRES 06/30/22

LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- IRON PIN SET (1/2" REBAR)
- R/W MONUMENT
- P/L PROPERTY LINE
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY
- B/L BUILDING LINE
- OTF OPEN TOP PIPE
- DOUBLE WING CATCH BASIN
- HEADWALL
- JUNCTION BOX
- DROP INLET
- CORRUGATED METAL PIPE
- REINFORCED CONCRETE PIPE
- LIGHT POLE (1 LAMP)
- LIGHT POLE (2 LAMPS)
- LIGHT POLE (3 LAMPS)
- LIGHT POLE (4 LAMPS)
- BOUNDARY LINE
- FENCE
- GAS
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- WATER LINE
- △ FLARED END SECTION
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- CLEANOUT
- GREASE TRAP
- GAS METER
- POWER METER
- POWER BOX
- GAS VALVE
- POWER POLE
- GUY ANCHOR
- TRAFFIC SIGNAL POLE
- BOLLARD
- IRRIGATION CONTROL VALVE
- FIBER OPTIC MARKER
- FIRE DEPT. CONNECTION
- CONCRETE

RECORD DESCRIPTION

PARCEL ONE:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 & 65 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE (50' R/W) AND THE NORTHEASTERLY RIGHT OF WAY OF KING ARNOLD STREET (50' R/W); FROM POINT THUS ESTABLISHED AND RUNNING ALONG THE NORTHEASTERLY RIGHT OF WAY OF KING ARNOLD STREET NORTH 74°08'39" WEST A DISTANCE OF 194.57 FEET TO A 1/2" REBAR FOUND; THENCE NORTH 74°08'39" WEST A DISTANCE OF 238.49 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE LEAVING SAID RIGHT OF WAY NORTH 11°39'45" EAST A DISTANCE OF 81.83 FEET TO A 1/2" REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF ARNOLD STREET; UNOPENED ROAD; THENCE RUNNING ALONG SAID RIGHT OF WAY SOUTH 88°58'44" EAST A DISTANCE OF 217.91 FEET TO AN IRON PIN SET; THENCE SOUTH 88°58'42" EAST A DISTANCE OF 189.84 FEET TO AN IRON PIN SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF ARNOLD STREET AND THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE (50' R/W); THENCE RUNNING ALONG THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE SOUTH 02°17'23" WEST A DISTANCE OF 191.35 FEET TO THE TRUE POINT OF BEGINNING.
SAID TRACT CONTAINS 1.30 ACRES (66.674 SQUARE FEET).

NOTE: THE "TRACT DESCRIPTION" AND THE "RECORD DESCRIPTION" DESCRIBE THE SAME PROPERTY

RECORD DESCRIPTION

PARCEL TWO:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 95 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 1/2" OPEN TOP PIPE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF ARNOLD STREET (NOT OPEN) AND THE EASTERLY RIGHT OF WAY OF LAVISTA DRIVE FORMERLY KNOWN AS HOMESTEAD AVENUE (30' R/W); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY OF LAVISTA DRIVE NORTH 33°50'06" EAST A DISTANCE OF 99.97 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54°53'42" EAST A DISTANCE OF 149.77 FEET TO AN IRON PIN SET; ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF ARNOLD STREET (NOT OPEN); THENCE RUNNING ALONG SAID RIGHT OF WAY NORTH 88°58'43" WEST A DISTANCE OF 178.16 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 0.172 ACRES (7,477 SQUARE FEET).

NOTE: THE "TRACT DESCRIPTION" AND THE "RECORD DESCRIPTION" DESCRIBE THE SAME PROPERTY

TRACT DESCRIPTION

TRACT 1
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 65 & 96 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF KING ARNOLD STREET (50' PUBLIC R/W) AND THE WESTERLY RIGHT-OF-WAY OF SUNSET AVENUE (50' PUBLIC R/W); SAID POINT BEING THE POINT OF BEGINNING.
THENCE, FROM THE POINT OF BEGINNING, ALONG SAID RIGHT-OF-WAY, NORTH 74 DEGREES 10 MINUTES 25 SECONDS WEST, 238.49 FEET TO A 3/4" OPEN TOP PIPE;
THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 11 DEGREES 39 MINUTES 58 SECONDS EAST, 81.86 FEET TO A 1/2" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF ARNOLD STREET (UNOPENED ROAD);
THENCE, ALONG SAID RIGHT-OF-WAY, SOUTH 88 DEGREES 00 MINUTES 03 SECONDS EAST, 217.91 FEET TO A POINT;
THENCE, SOUTH 89 DEGREES 00 MINUTES 28 SECONDS EAST, 189.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SUNSET AVENUE;
THENCE, ALONG SAID RIGHT-OF-WAY, SOUTH 02 DEGREES 15 MINUTES 37 SECONDS WEST, 191.35 FEET TO THE POINT OF BEGINNING;
SAID TRACT OR PARCEL CONTAINING 1.30 ACRES, MORE OR LESS

TRACT DESCRIPTION

TRACT 2
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 95 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2" REBAR AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF ARNOLD STREET (UNOPENED ROAD) AND THE EASTERLY RIGHT-OF-WAY OF LAVISTA DRIVE (30' PUBLIC R/W); SAID POINT BEING THE POINT OF BEGINNING.
THENCE, FROM THE POINT OF BEGINNING, ALONG SAID RIGHT-OF-WAY, NORTH 33 DEGREES 49 MINUTES 58 SECONDS EAST, 99.94 FEET TO A 1/2" REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY, SOUTH 54 DEGREES 53 MINUTES 42 SECONDS EAST, 149.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ARNOLD STREET;
THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 88 DEGREES 00 MINUTES 23 SECONDS WEST, 178.15 FEET TO THE POINT OF BEGINNING;
SAID TRACT OR PARCEL CONTAINING 0.17 ACRES OR 7,475.03 SQUARE FEET, MORE OR LESS.

TRACT 1 AREA
1.30 ACRES

TRACT 2 AREA
0.17 ACRES
7,475 SQ. FT.

LOCATION MAP

SITE NARRATIVE

AREA SUMMARY:

TRACT 1 AREA: 1.30 ACRES

BUILDING HEIGHT RESTRICTION:

MINIMUM BUILDING HEIGHT: 24'

MAXIMUM BUILDING HEIGHT: 64'

ZONING & SETBACKS:

TRACT 1
CURRENT ZONING: U-V URBAN VILLAGE

ZONING RESTRICTIONS ARE TAKEN FROM THE CITY OF HAPEVILLE ZONING CODE.

SETBACKS = FRONT - 0'

SIDE - 0'

REAR - 0'

NO ZONING REPORT PROVIDED

SITE NARRATIVE

AREA SUMMARY:

TRACT 2 AREA: 0.17 ACRES

BUILDING HEIGHT RESTRICTION:

MAXIMUM BUILDING HEIGHT: 2 1/2 STORY/35'

ZONING & SETBACKS:

TRACT 2
CURRENT ZONING: R-1 ONE FAMILY DETACHED

ZONING RESTRICTIONS ARE TAKEN FROM THE CITY OF HAPEVILLE ZONING CODE.

MAX BUILDING COVERAGE: 40%

MINIMUM LOT FRONTAGE: 50'

MINIMUM LOT AREA: 6,750 SQ. FT.

SETBACKS = FRONT - 15'

SIDE - 5'

REAR - 25'

NO ZONING REPORT PROVIDED

GENERAL NOTES

- FLOOD STATEMENT: AS PER OFFICIAL F.I.R.M 13121C0368F DATED SEPTEMBER 18, 2013 & 13121C0367F DATED SEPTEMBER 18, 2013 THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- ZONING AND SETBACK INFORMATION IS TAKEN FROM CITY OF HAPEVILLE ZONING CODE.
- THE RECORDED EASEMENTS SHOWN HEREON ARE BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2021.10.030, EFFECTIVE DATE OCTOBER 8, 2021. HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN ARE BASED UPON ABOVE GROUND APURTENANCES AND THE DEVELOPMENT PLANS FOR THIS SITE. VERIFICATION OF UNDERGROUND UTILITIES SHOULD BE MADE PRIOR TO ANY CONSTRUCTION.
- ADDRESS: PARCEL 1: 3394 LA VISTA DRIVE, HAPEVILLE, GEORGIA 30354
PARCEL 2: 325 SUNSET AVENUE AND 376 KING ARNOLD STREET, HAPEVILLE, GEORGIA 30354
- SUBJECT PROPERTY REFERENCES
A. BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2021.10.030, EFFECTIVE DATE OCTOBER 8, 2021.
- THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.
- THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

ALTA CERTIFICATION

TO: SCP HAPEVILLE TH OWNER, LLC, THE MAYNARD LAW FIRM, LLC AND CHICAGO TITLE INSURANCE COMPANY;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6(a) and (b), 7(a), (b) and (c), 8, 9, 13, 14, 16, 17, and 18 of Table A thereof. The fieldwork was completed on 2/22/22.

DATE: 2/24/22

AARON M. MCCULLOUGH, L.S., No. 2990
HUGHES-RAY COMPANY, INC.
6554 E. Church Street
Douglasville, Georgia 30134



30 0 30 60
SCALE: 1" = 30'

ALTA

PREPARED BY:
HRC
HRC ENGINEERS
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
p 770.942.0196
f 770.942.0152
www.hrcengineers.com

ALTA/NSPS LAND TITLE SURVEY FOR
SCP HAPEVILLE TH OWNER, LLC, THE MAYNARD LAW FIRM, LLC AND CHICAGO TITLE INSURANCE COMPANY

LOCATED IN LAND LOTS 65, 66, 95 & 96
14TH DISTRICT, CITY OF HAPEVILLE
FULTON COUNTY, GEORGIA

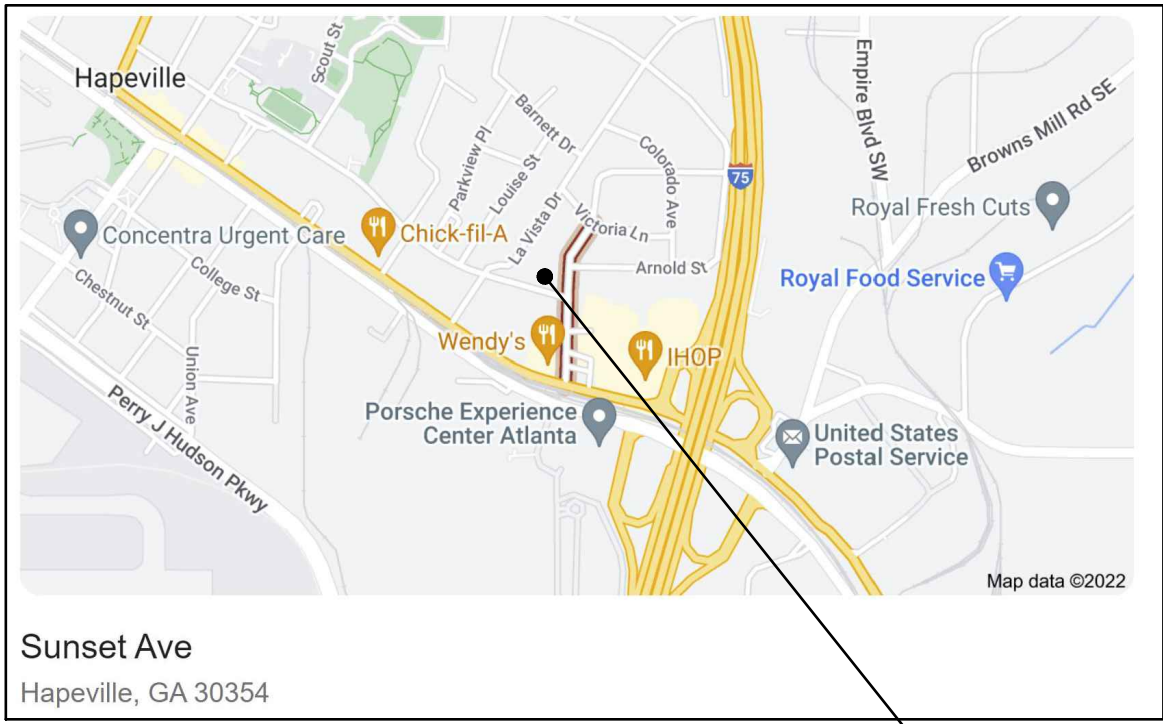
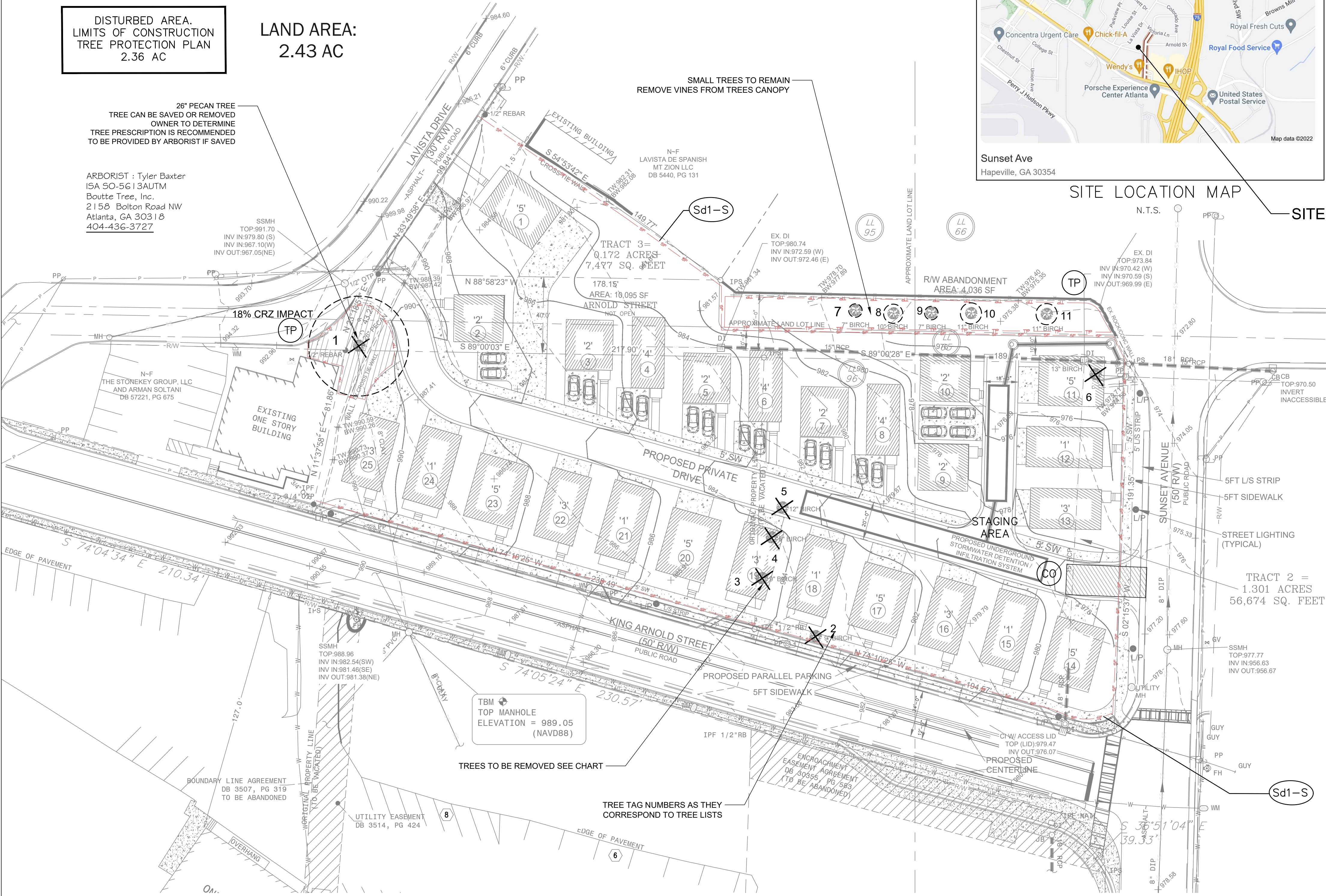
DATE: 24 FEBRUARY 2022				DRAWING NO. H22122	
NO.	DATE	REVISION	DESCRIPTION	DRAWN BY: WAS	
				CHECKED BY: AMM	
				JOB NO.: H22122	
				SCALE: 1"=30'	
				THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.	

DISTURBED AREA.
LIMITS OF CONSTRUCTION
TREE PROTECTION PLAN
2.36 AC

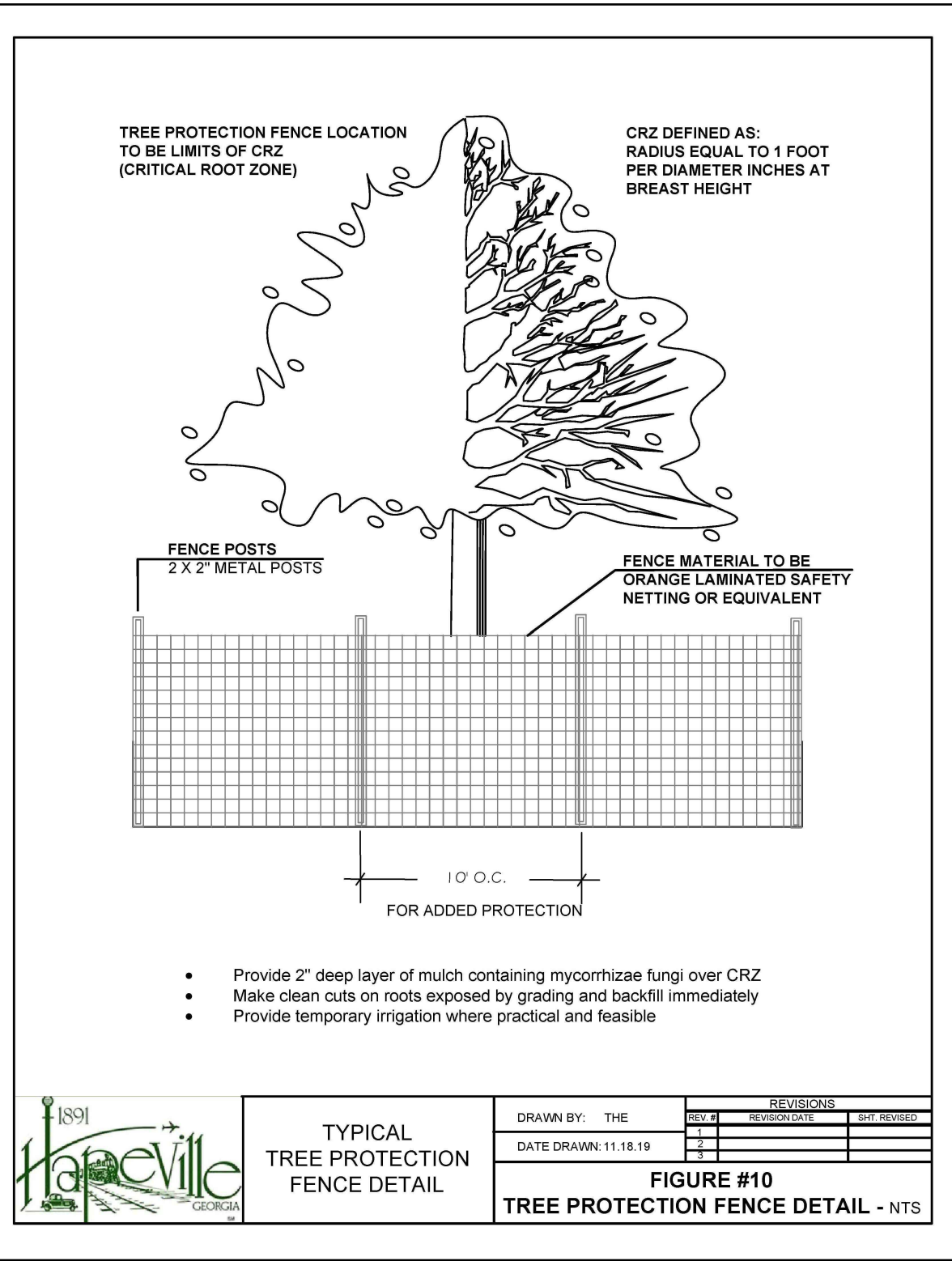
LAND AREA:
2.43 AC

26" PECAN TREE
CAN BE SAVED OR REMOVED
OWNER TO DETERMINE
TREE PRESCRIPTION IS RECOMMENDED
TO BE PROVIDED BY ARBORIST IF SAVED

ARBORIST : Tyler Baxter
ISA 50-5G 13AUTM
Boutte Tree, Inc.
2158 Bolton Road NW
Atlanta, GA 30318
404-436-3727



SITE LOCATION MAP



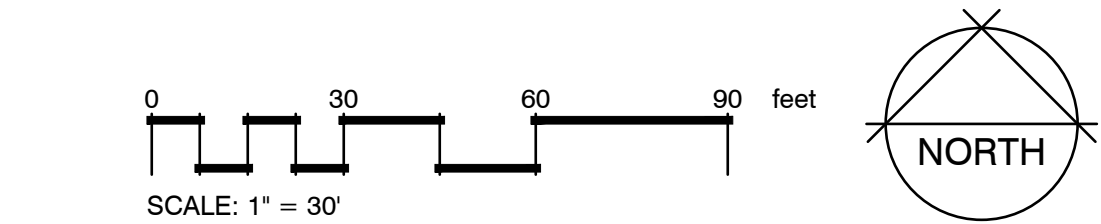
PHASE ONE: INSTALL TREE
FENCE AND TREE REMOVAL

LEGEND

- CRITICAL ROOT ZONES (CRZ)
- Sd1-S SEDIMENT BARRIER-SENSITIVE
- TP TREE FENCE
- CO LIMIT OF DISTURBANCE
- CO CONSTRUCTION EXIT
- X TREE TO BE REMOVED

TREE TO BE REMOVED					
TREE #	Size/D.B.H inches	TYPE	AVERAGE RADUIS FT	Diseased or Dead	CRZ AREA IMPACT
1	26	PECAN	26'	To be saved	18%
2	9	Birch	32'	Lost /Grading	
3	9	Birch	16'	Lost /Grading	
4	6	Birch	16'	Lost /Grading	
5	12	Birch	16'	Lost /Grading	
6	16	Birch	16'	Lost /Grading	
TOTAL INCHES	78				

TREE TO BE SAVED					
TREE #	Size/D.B.H inches	TYPE	Canopy (S.F.)	CRZ AREA IMPACT	% OF CRZ DIST.
7	7	BIRCH	40 SF	0 SF	0%
8	10	BIRCH	78 SF	0 SF	0%
9	7	BIRCH	40 SF	0 SF	0%
10	11	BIRCH	95 SF	0 SF	0%
11	11	BIRCH	95 SF	0 SF	0%
Total inches	46				
Saved					
* AVERAGE					



Note:
1. THE SURVEY INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEY
PREPARED BY: HRC ENGINEERS - DATED 2/24/22 & THE TOPOGRAPHICAL
INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEY PREPARED BY:
HRC ENGINEERS - DATED 2/24/22
2. THE SITE PLAN PROVIDED BY JVG CIVIL ENGINEERING, INC

LAND

architect studio, llc

landscape architecture + land planning

defining community, lifestyle and place

LANDSCAPE ARCHITECTURE
LAND PLANNING
RECREATION DESIGN

ONE WEST COURT SQUARE
Suite 550
DECATUR, GA 30030
PHONE: (404) 502-9826
FAX: (404) 377-4881
www.landarchitectstudio.com
joe@landarchitectstudio.com

Landscape and Tree Conservation Plan Phase 1 Tree removal FOR

Village of Hapeville

SITE ADDRESS:
325 Sunset Ave,
Hapeville, GA 30354

L.L.96, DISTRICT 14TH
FULTON COUNTY,
GEORGIA

OWNER/DEVELOPER:
Stillwood Development, Inc
430 Plasters Avenue, NE, Suite 100
Atlanta, GA 30324

24 HR CONTACT:
Alex Popham
404-500-6017



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ARCHITECT STUDIO, LLC

REVISIONS

MARK	DATE	COMMENT

DRAWN BY: JLH

CHECKED BY: JLH

SCALE: 1" = 30'

DATE: 3-04-22

JOB NO. 22-004

SHEET 1 OF 2

TP-1

Landscape and
Tree Conservation Plan
Phase 2
Tree Planting
FOR

Village of
Hapeville

SITE ADDRESS:
325 Sunset Ave,
Hapeville, GA 30354

L.L.96, DISTRICT 14TH
FULTON COUNTY,
GEORGIA

OWNER/DEVELOPER:
Stillwood Development, Inc
430 Plasters Avenue, NE, Suite 100
Atlanta, GA 30324

24 HR CONTACT:
Alex Popham
404-500-6017



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ARCHITECT STUDIO, LLC

REVISIONS

MARK	DATE	COMMENT

DRAWN BY: JLH

CHECKED BY: JLH

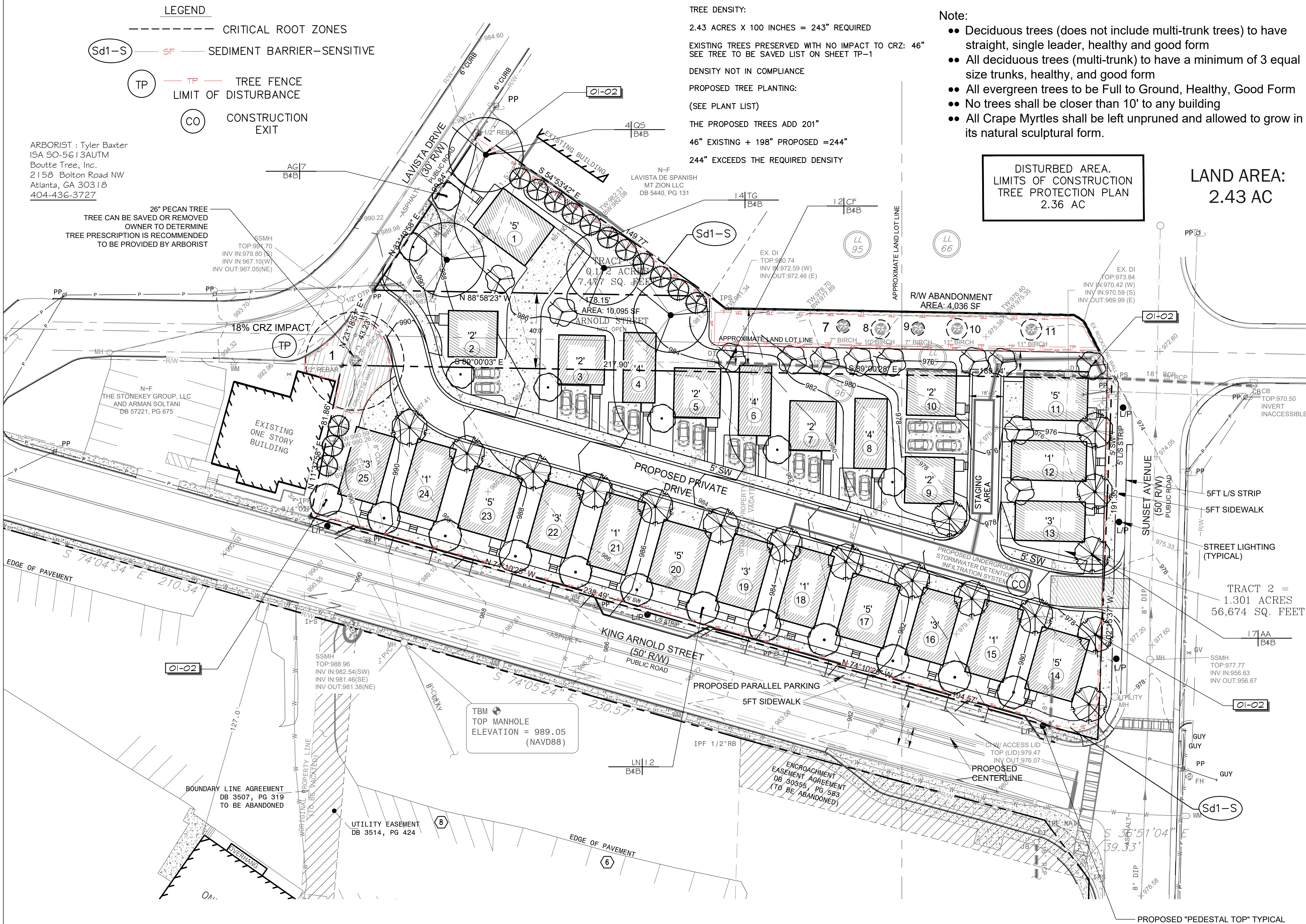
SCALE: 1" = 30'

DATE: 3-04-22

JOB NO. 22-004

SHEET 2 OF 2

TP-2



Tree Conservation Plan Notes:

- The inches per acre shown on the Tree Preservation and/or Replacement Plan(s) must be verified prior to the issuance of the Certificate of Occupancy. Contact the City of Hapeville at 404-669-2120 to arrange a Site Inspection.
- All Tree Protection Devices must be installed and inspected prior to start of any Land Disturbing activity and shall be maintained until final landscaping is installed and Certificate of Occupancy is issued. Contact the City of Hapeville for an inspection.
- The site contractor shall coordinate service routing of all gas, telephone, and electrical lines with the appropriate utility company. All construction must comply with each utility's standards and specifications and not interfere with tree planting sites or existing trees to be preserved.
- Tree protection and replacement shall be enforced according to the City of Hapeville standards. Any field adjustments to tree protection device types or locations or substitutions of plant materials shown on the approved plans are subject to the review and approval of the City.
- All buffers shall be replanted to buffer standards where sparsely vegetated or where disturbed. Replantings are subject to City of Hapeville approval.
- A Maintenance Inspection of Trees will be performed after one (1) full Growing Season from the date of the Final Construction Inspection. Project Owners at the time of the Maintenance Inspection are responsible for Ordinance Compliance.
- Label at least one tree of each variety with a securely attached water-proof tag bearing legible designation of Botanical and Common Name.

PLANT SCHEDULE

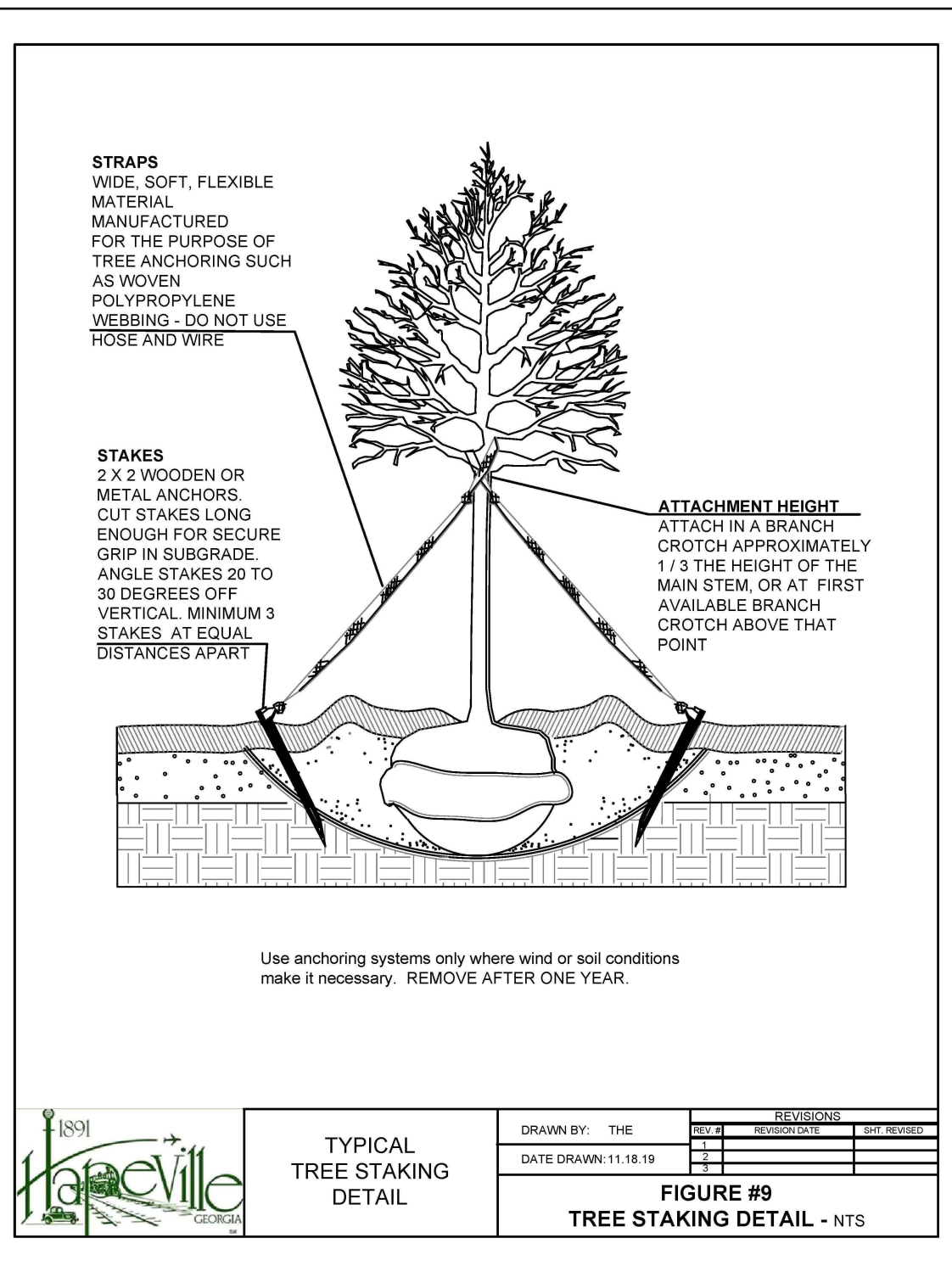
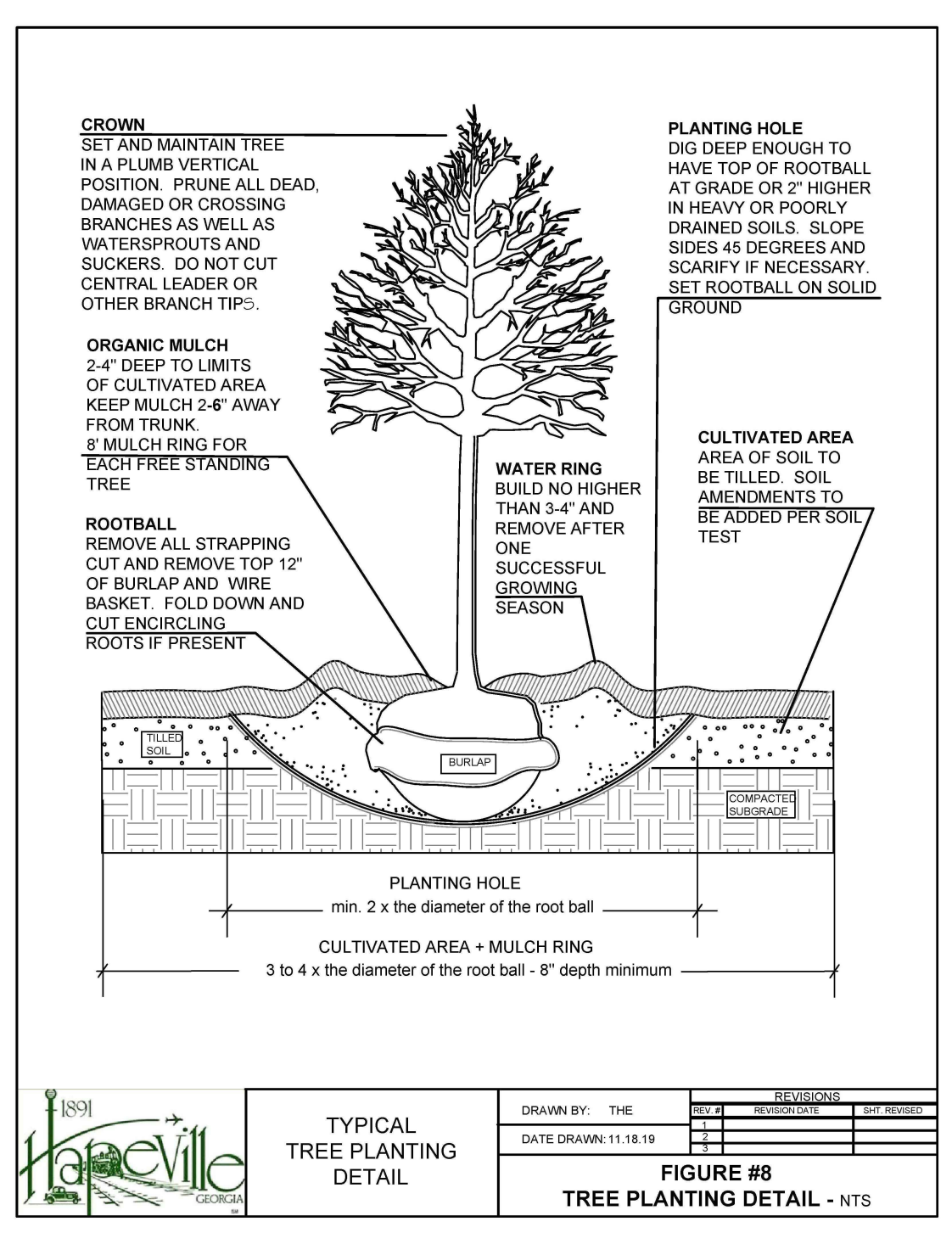
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	17	Acer buergerianum 'ABMTF' TM / Aeryn Trident Maple	B & B	3" Cal	10'-12' HT
	7	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Serviceberry	B & B	3" Cal	8'-10' H
	12	Cercis canadensis 'Forest Pansy' TM / Forest Pansy Redbud	B & B	3" Cal	10'-12' H
	12	Lagerstroemia indica x fauriei 'Natchez' / Natchez Crape Myrtle Standard Single Stem Only	B & B	3" Cal	8'-10' HT
	4	Quercus shumardii / Shumard Oak	B & B	3" Cal	10'-12' H
	14	Thuja plicata 'Green Giant' / Western Red Cedar	B & B	3" Cal	8' HT
INCHES PROPOSED					198"

Note:

- Deciduous trees (does not include multi-trunk trees) to have straight, single leader, healthy and good form
- All deciduous trees (multi-trunk) to have a minimum of 3 equal size trunks, healthy, and good form
- All evergreen trees to be Full to Ground, Healthy, Good Form
- No trees shall be closer than 10' to any building
- All Crape Myrtles shall be left unpruned and allowed to grow in its natural sculptural form.

DISTURBED AREA.
LIMITS OF CONSTRUCTION
TREE PROTECTION PLAN
2.36 AC

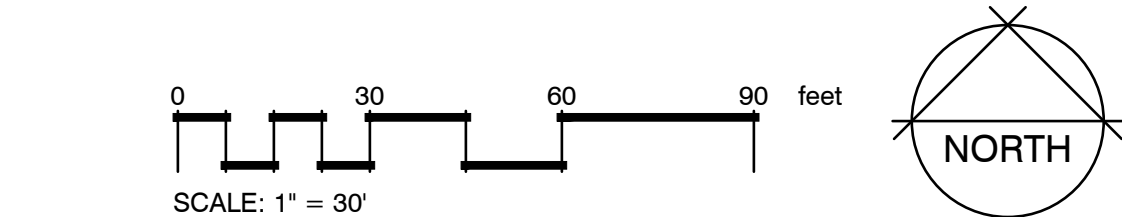
LAND AREA:
2.43 AC



NOTE: TYPE OF IRRIGATION

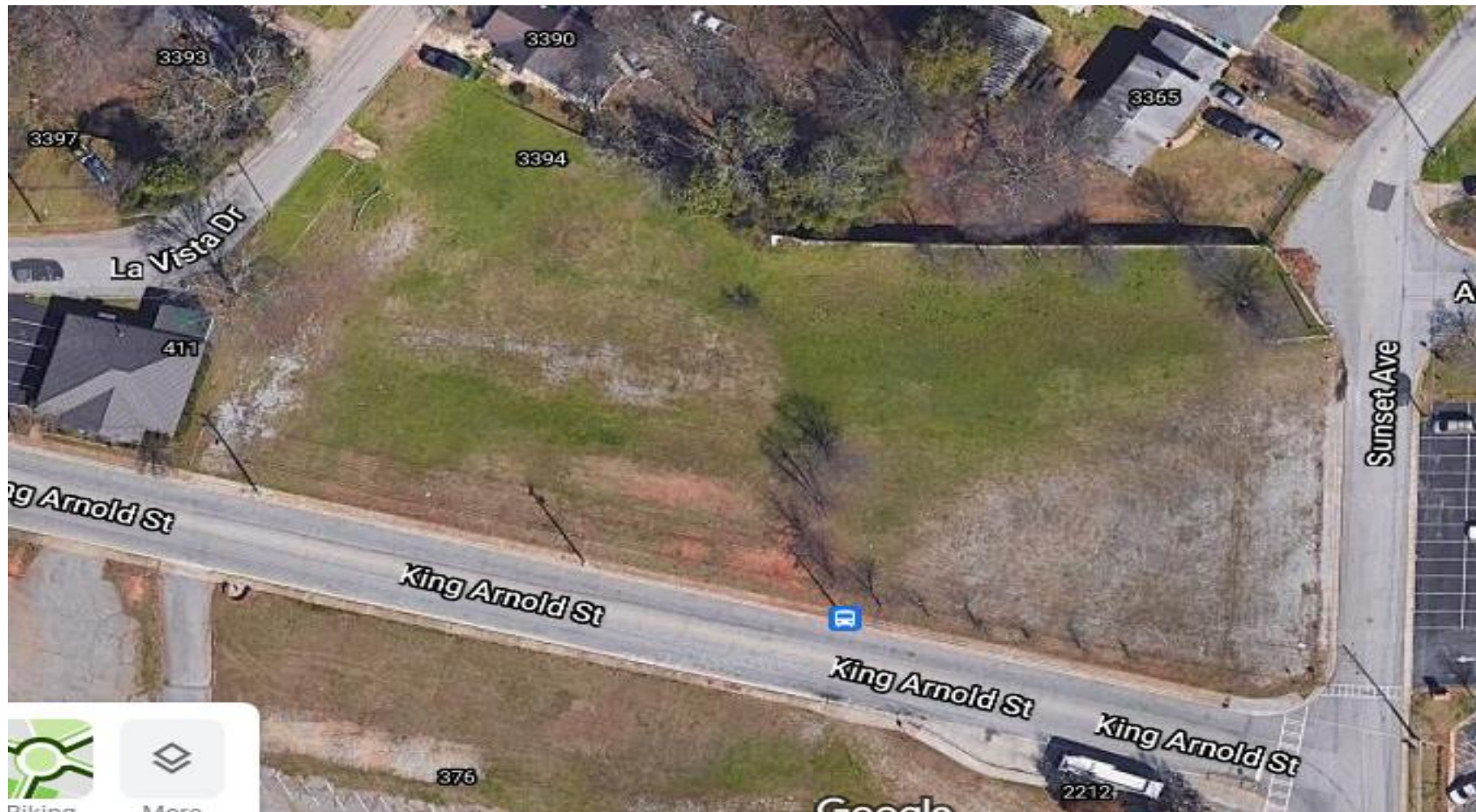
REFERENCE NOTES SCHEDULE

- SYMBOL**
- 01-02** TYPE OF IRRIGATION TO BE USED
INSTALL TREE DIAPER AT EACH TREE
www.treeddiaper.com. Developer/Builder will maintain Tree Diapers (i.e. fill with water) weekly until homes are sold and HOA takes possession if automatic irrigation system is not installed



- Note:
- THE SURVEY INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEY PREPARED BY: HRC ENGINEERS - DATED 2/24/22 & THE TOPOGRAPHICAL INFORMATION ON THESE PLANS IS TAKEN FROM FIELD SURVEY PREPARED BY: HRC ENGINEERS - DATED 2/24/22
 - THE SITE PLAN PROVIDED BY JVG CIVIL ENGINEERING, INC

Aerial View



Sunset View



King Arnold View



La Vista View



LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:

HAPEVILLE

LOT #:

RELEASED:.

TABLE OF CONTENTS	
SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN



DESIGN ■ PLANNING ■ PALETTES
4199 IDLEWOOD PARC COURT
TUCKER, GEORGIA 30084
PH: 404.441.8067 FX: 770.908.0024
WWW.CSDESIGNGROUPLLC.COM
CHRIS@CSDESIGNGROUPLLC.COM
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CLIENT INFORMATION:

Epic
Development

430 PLASTER AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#4-A

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/25/22

SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:	
1ST FLR.	540
2ND FLR.	540
3RD FLR.	540
TOTAL	1620
GARAGE	N/A

JOB NUMBER:

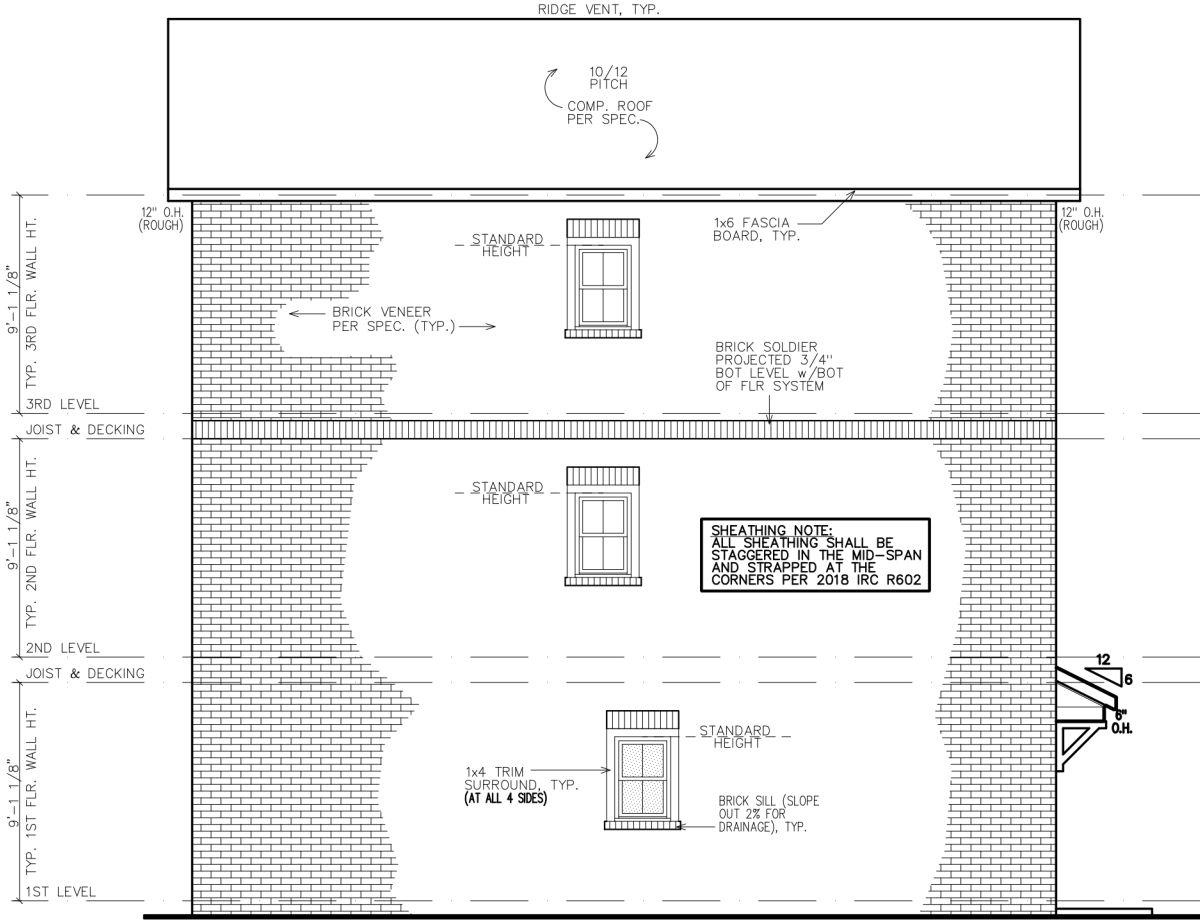
21-1004

REVISIONS:			
No.	Date	Revisions	App.
1	.	.	.
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.

SHEET NUMBER:

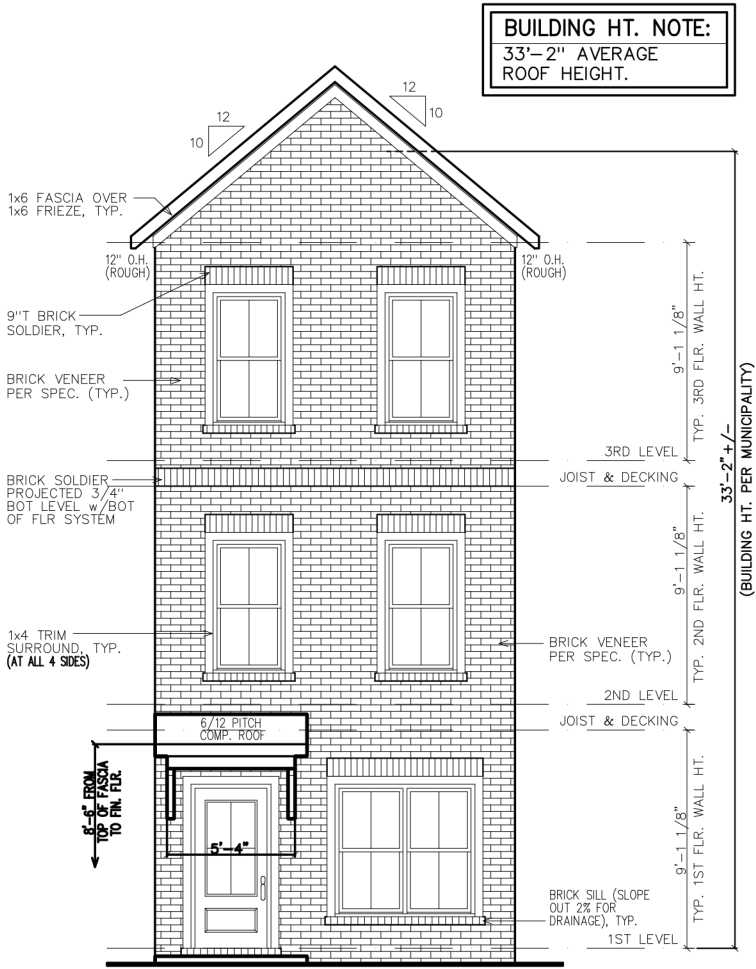
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Page 60 of 1



NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEFT ELEVATION



NOTE:
GRADE LEVEL IS SHOWN
APPROXIMATE. ELEVATION
SHOWN MAY VARY SLIGHTLY.

SHEATHING NOTE:
ALL SHEATHING SHALL BE
STAGGERED IN THE MID-SPAN
AND STRAPPED AT THE
CORNERS PER 2018 IRC R602

FRONT ELEVATION

- GOVERNING CODES & STANDARDS
1. 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.

2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.

3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.

4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.

5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GA AMENDMENTS.

6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

- DESIGN CRITERIA
- ROOF LIVE LOAD: 20 PSF.

FLOOR LIVE LOAD: 40 PSF.

(INCLUDES DECKS, PATIOS, AND PORCHES)

BASIC WIND VELOCITY: 90 MPH

SEISMIC DESIGN CATEGORY: B

BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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4199 IDLEWOOD PARC COURT
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CLIENT INFORMATION:

Epic
Development
430 PLASTERS AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#4-A
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/25/22
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:

1ST FLR.	540
2ND FLR.	540
3RD FLR.	540
TOTAL	1620
GARAGE	N/A

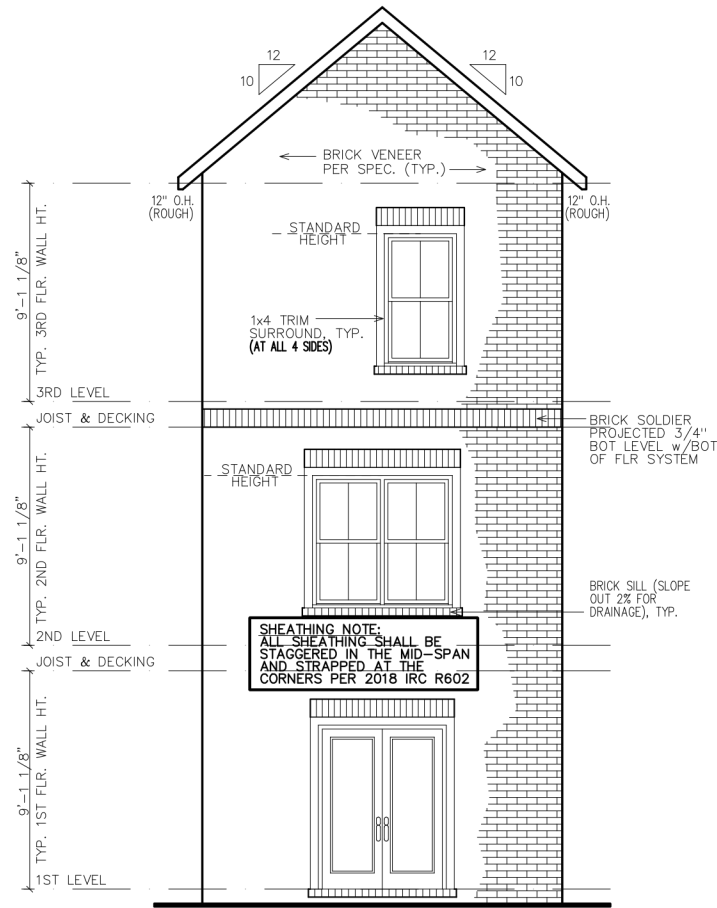
JOB NUMBER:
21-1004

REVISIONS:

No.	Date	Revisions	App.
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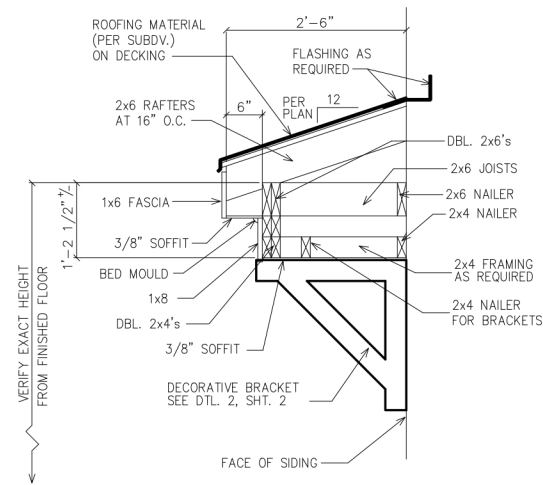
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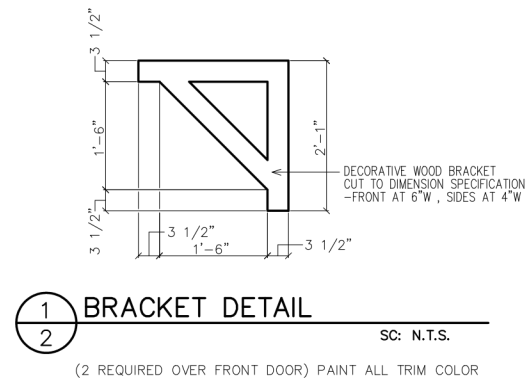
NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

REAR ELEVATION



1
2
ROOF WITH BRACKET DETAIL
SC: N.T.S.

(GAPS SHOWN IN DETAIL ARE FOR CLARITY)



1
2
BRACKET DETAIL
SC: N.T.S.
(2 REQUIRED OVER FRONT DOOR) PAINT ALL TRIM COLOR



SHEATHING NOTE:
ALL SHEATHING SHALL BE
STAGGERED IN THE MID-SPAN
AND STRAPPED AT THE
CORNERS PER 2018 IRC R602

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

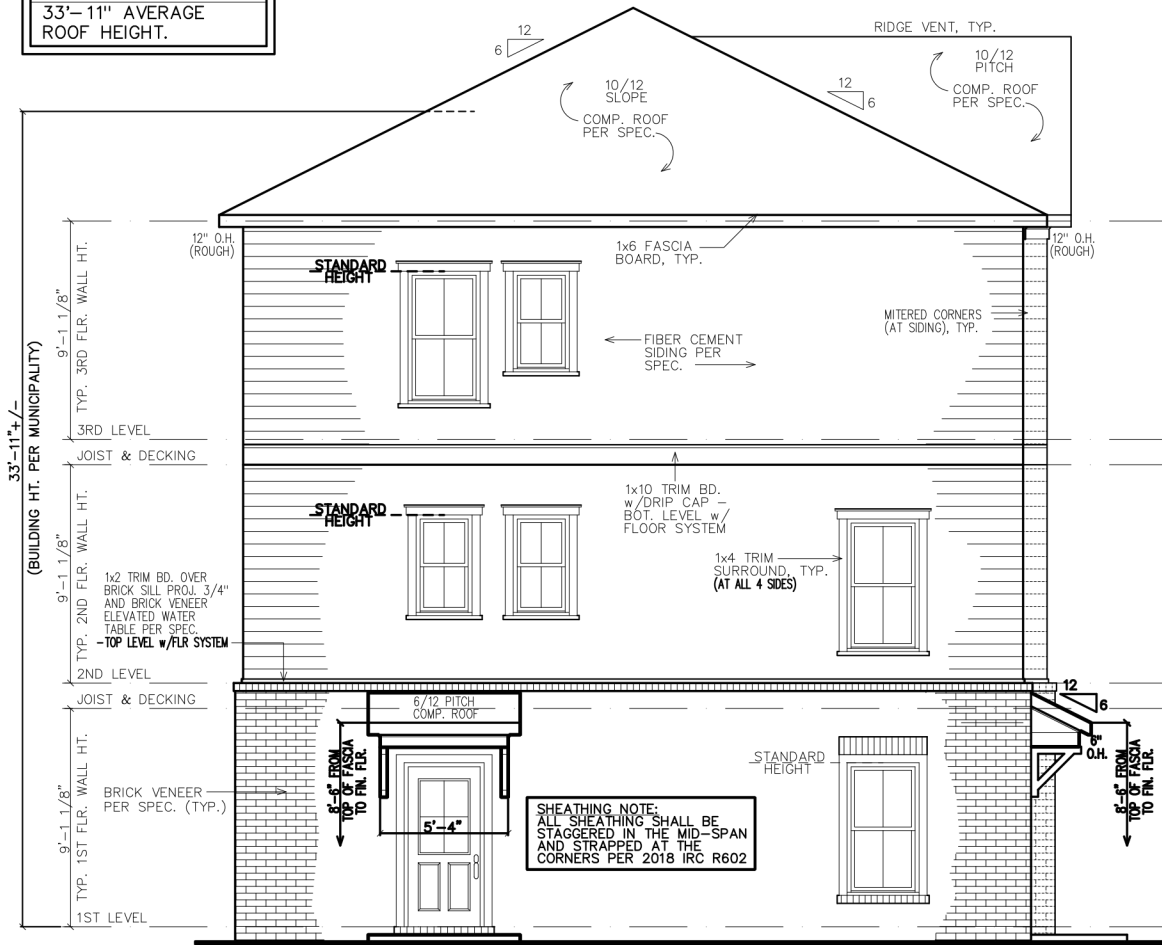
RIGHT ELEVATION

LEGEND

4
9

DETAIL NUMBER
SHEET NUMBER

BUILDING HT. NOTE:
33'-11" AVERAGE
ROOF HEIGHT.



LEFT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

GOVERNING CODES & STANDARDS

1. 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.
2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.
5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/ GA AMENDMENTS.
6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

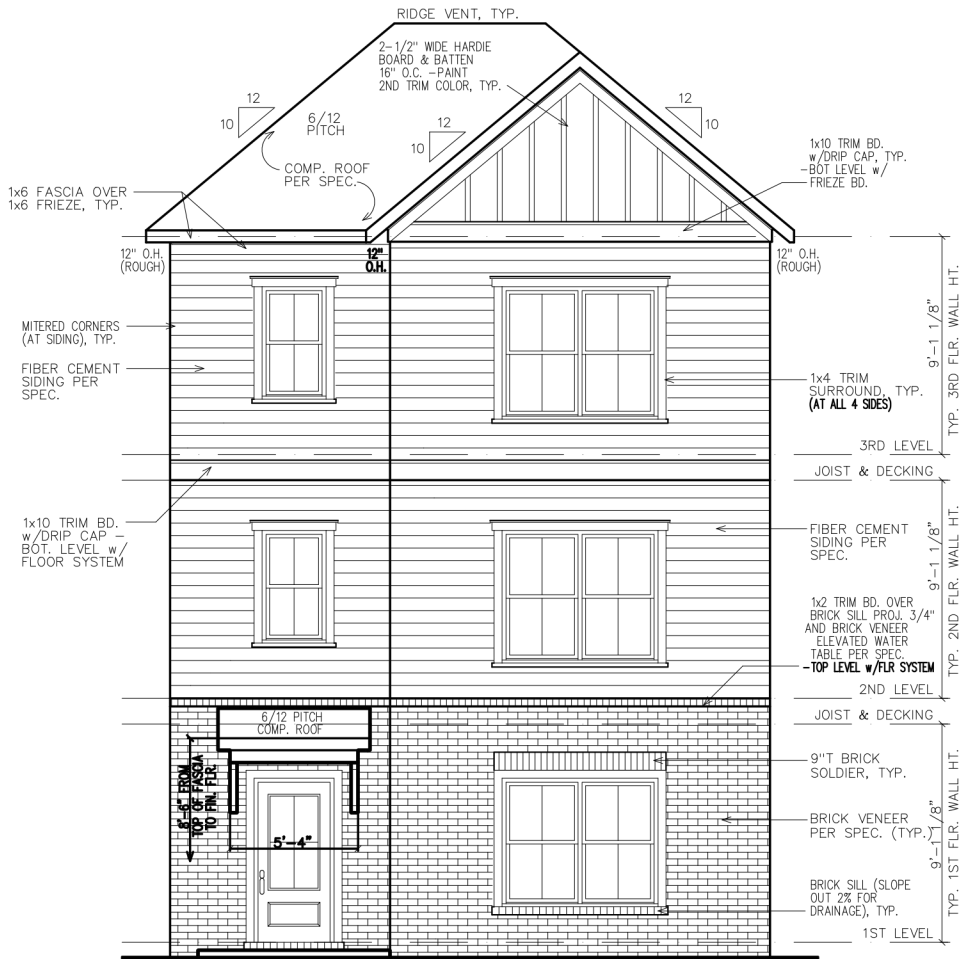
DESIGN CRITERIA

ROOF LIVE LOAD: 20 PSF.
FLOOR LIVE LOAD: 40 PSF.
(INCLUDES DECKS, PATIOS, AND PORCHES)
BASIC WIND VELOCITY: 90 MPH
SEISMIC DESIGN CATEGORY: B
BEARING WALLS WITH LIGHT FRAME WALLS
AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.

TABLE OF CONTENTS

SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN



FRONT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROXIMATE. ELEVATION
SHOWN MAY VARY SLIGHTLY.

SHEATHING NOTE:
ALL SHEATHING SHALL BE
STAGGERED IN THE MID-SPAN
AND STRAPPED AT THE
CORNERS PER 2018 IRC R602

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GROUP, LLC

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CLIENT INFORMATION:

Epic
Development
430 PLASTER AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-A
Front & Side Elev.
DESIGNED BY: C.SAMUDA 01/26/21
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:
1ST FLR. 365
2ND FLR. 830
3RD FLR. 830
TOTAL 2025
GARAGE 465

JOB NUMBER:
21-1005

REVISIONS:

No.	Date	Revisions	App.
1	.	.	.
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.

SHEET NUMBER:

1

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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CLIENT INFORMATION:

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430 PLASTER AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-A
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/21
SCALE:
1/8" = 1'-0" < 1 1/4" x 17"
1/4" = 1'-0" < 24' x 36"

SQUARE FOOTAGE:

1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

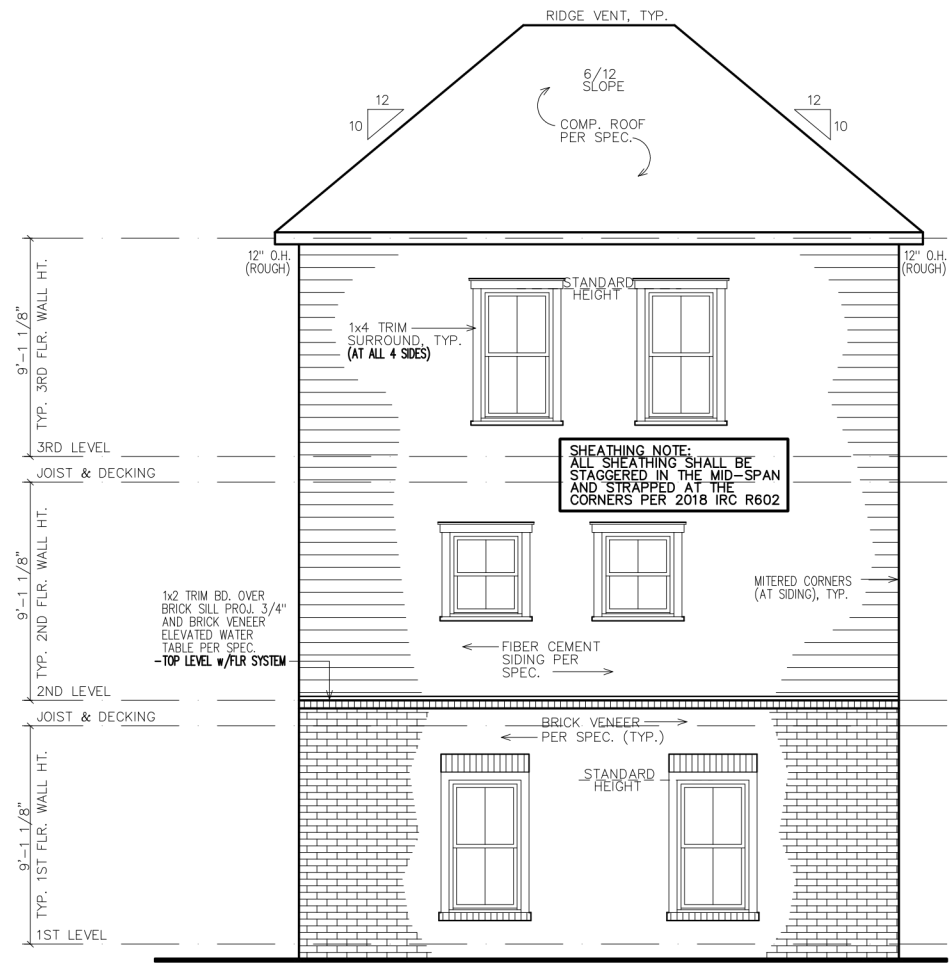
JOB NUMBER:
21-1005

REVISIONS:

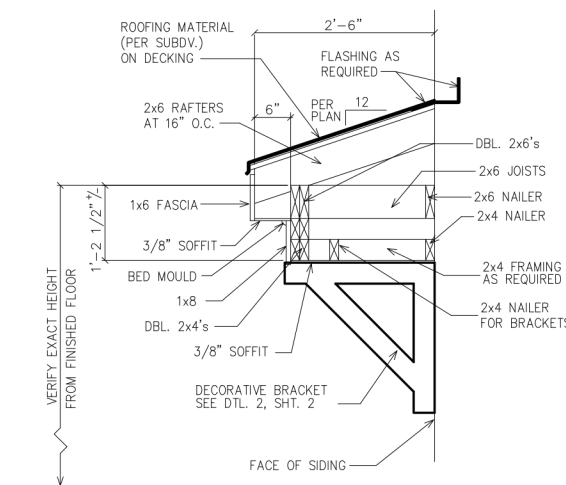
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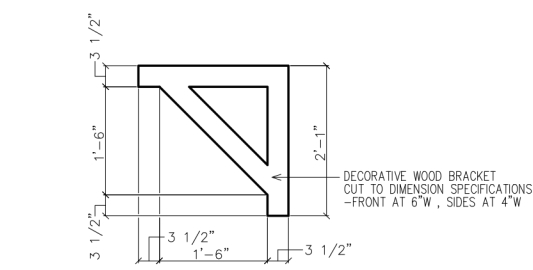
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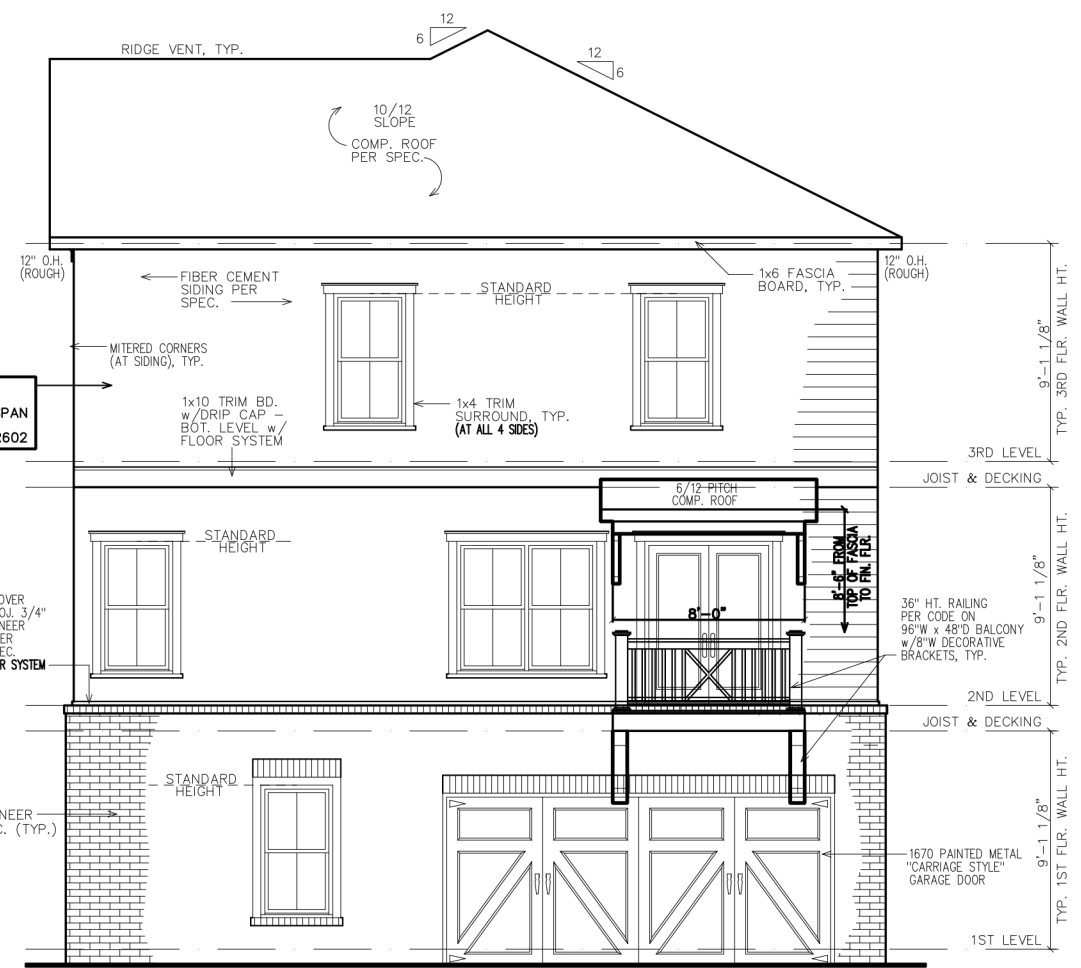
REAR ELEVATION



1 ROOF WITH BRACKET DETAIL
2 SC: N.T.S.
(GAPS SHOWN IN DETAIL ARE FOR CLARITY)



1 BRACKET DETAIL
2 SC: N.T.S.
(2 REQUIRED OVER FRONT DOOR) PAINT ALL TRIM COLOR



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:
HAPEVILLE

LOT #:

RELEASED:.



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CLIENT INFORMATION:

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Development

430 PLASTER AVENUE, SUITE 100

ATLANTA, GA 30324

(678) 777-7425

CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-B

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:

1/8"=1'-0" < 14"x17"

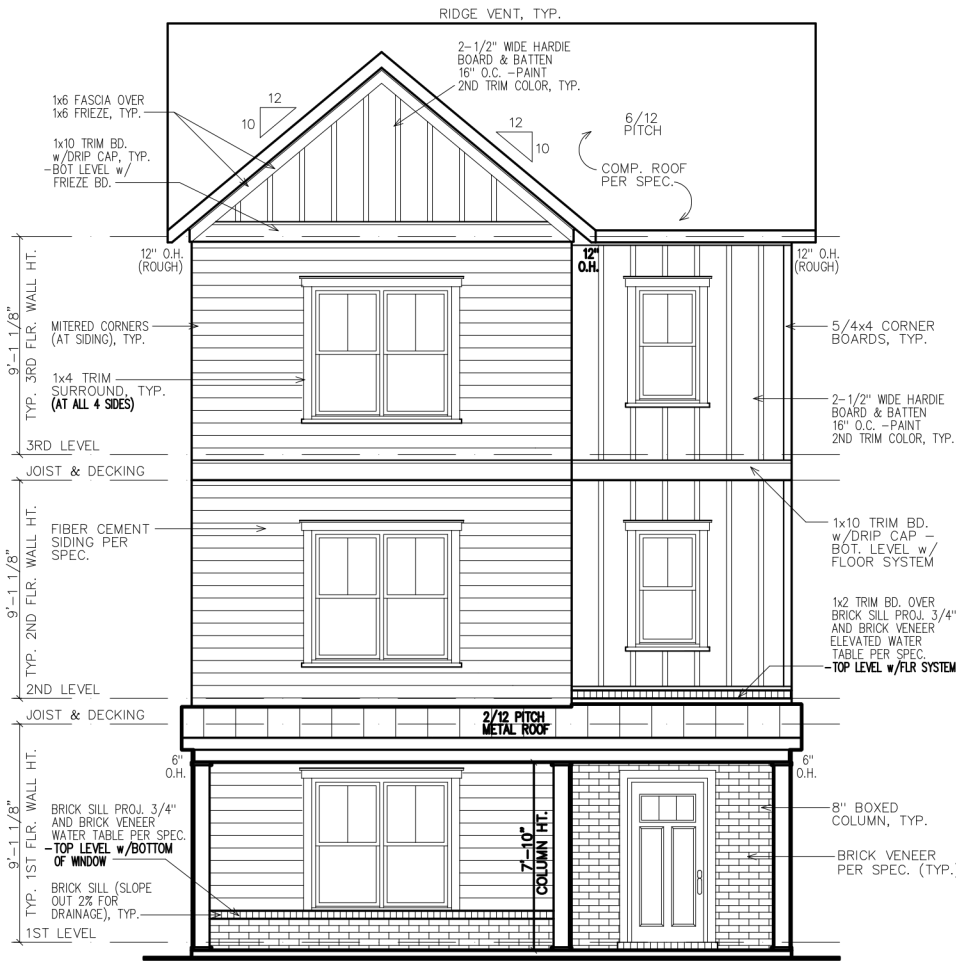
1/4"=1'-0" < 24"x36"

SQUARE FOOTAGE:	
1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

JOB NUMBER:
21-1005

REVISIONS:			
No.	Date	Revisions	App.
1	.	.	.
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.

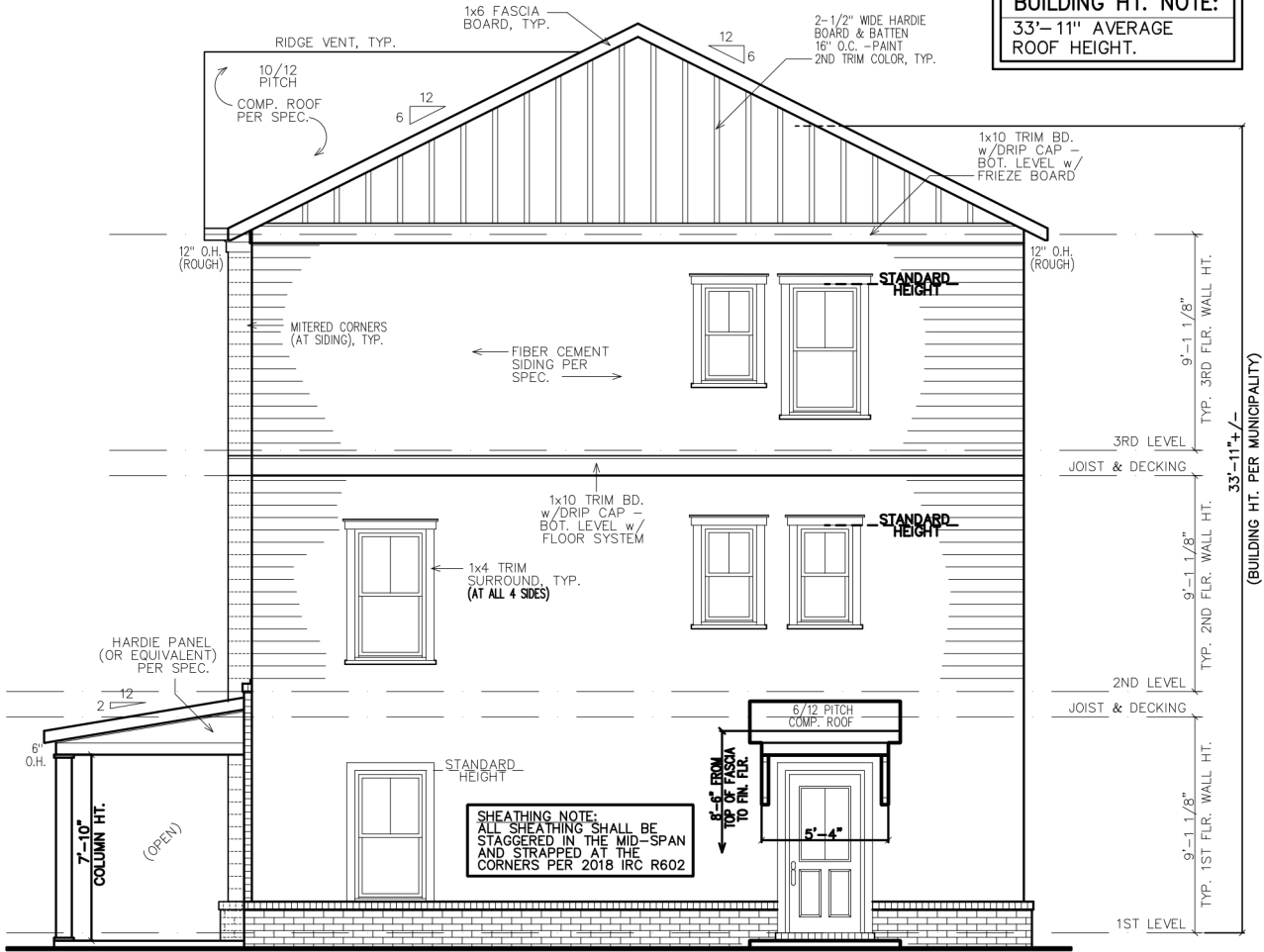
SHEET NUMBER:



SHEATHING NOTE:
ALL SHEATHING SHALL BE
STAGGERED IN THE MID-SPAN
AND STRAPPED AT THE
CORNERS PER 2018 IRC R602

NOTE:
GRADE LEVEL IS SHOWN
APPROXIMATE. ELEVATION
SHOWN MAY VARY SLIGHTLY.

FRONT ELEVATION



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

TABLE OF CONTENTS	
SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN

GOVERNING CODES & STANDARDS	
1.	2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.
2.	2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
3.	2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
4.	2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.
5.	2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GA AMENDMENTS.
6.	NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

DESIGN CRITERIA	
ROOF LIVE LOAD:	20 PSF.
FLOOR LIVE LOAD:	40 PSF.
(INCLUDES DECKS, PATIOS, AND PORCHES)	
BASIC WIND VELOCITY:	90 MPH
SEISMIC DESIGN CATEGORY:	B
BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.	

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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CLIENT INFORMATION:

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Development
430 PLASTER AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-B
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:

1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

JOB NUMBER:
21-1005

REVISIONS:

No.	Date	Revisions	App.
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2	.	.	.
3	.	.	.
4	.	.	.
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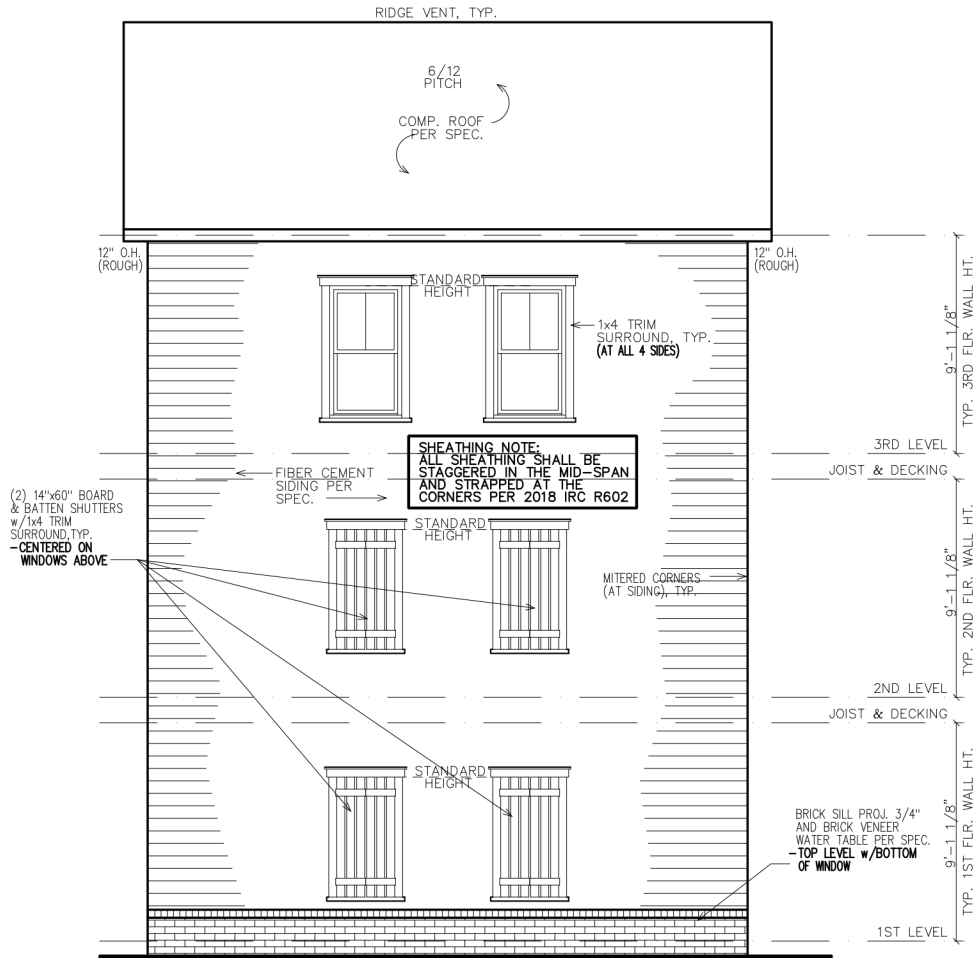
SHEET NUMBER:

2



NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEFT ELEVATION



REAR ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:

HAPEVILLE

LOT #:

RELEASED:.



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CLIENT INFORMATION:

Epic Development

430 PLASTER AVENUE, SUITE 100

ATLANTA, GA 30324

(678) 777-7425

CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#3-A

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:

1/8" = 1'-0" < 14"x17"

1/4" = 1'-0" < 24"x36"

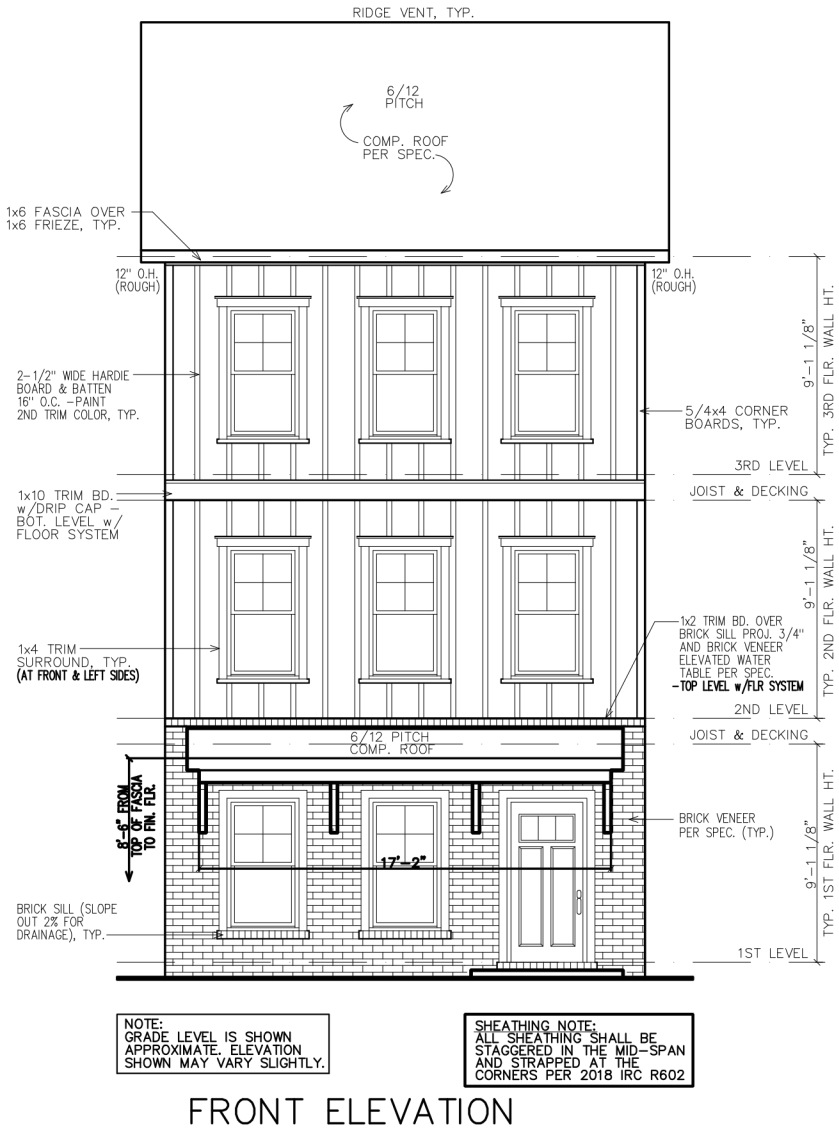
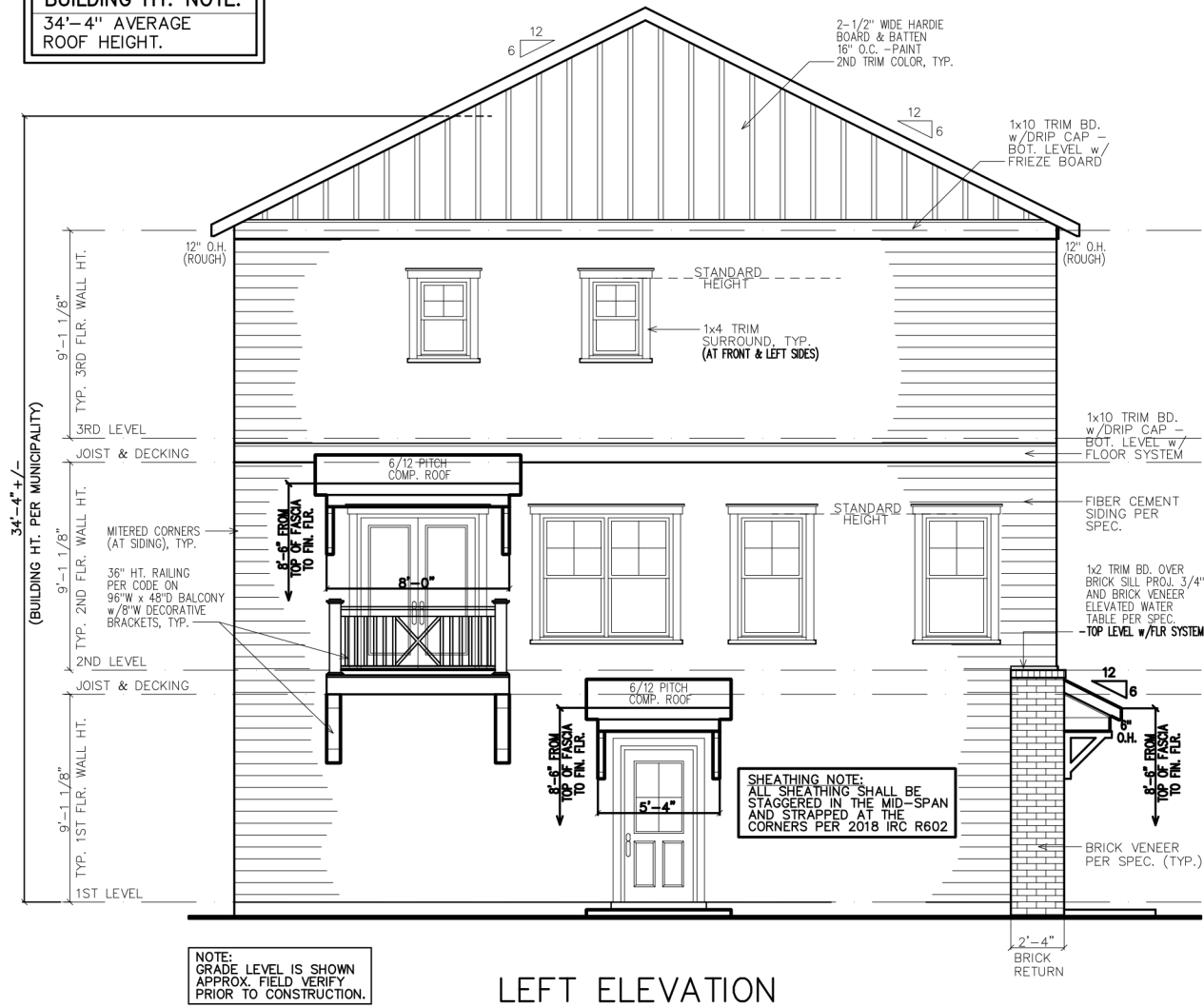
SQUARE FOOTAGE:	
1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

JOB NUMBER:

21-1003

REVISIONS:			
No.	Date	Revisions	App.
1	.	.	.
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.

SHEET NUMBER:



- GOVERNING CODES & STANDARDS
1. 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.
2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.
5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GEA AMENDMENTS.
6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

- DESIGN CRITERIA
- ROOF LIVE LOAD: 20 PSF.
- FLOOR LIVE LOAD: 40 PSF.
- (INCLUDES DECKS, PATIOS, AND PORCHES)
- BASIC WIND VELOCITY: 90 MPH
- SEISMIC DESIGN CATEGORY: B
- BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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CLIENT INFORMATION:

Epic
Development

430 PLASTERS AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#3-A

Side & Rear Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:

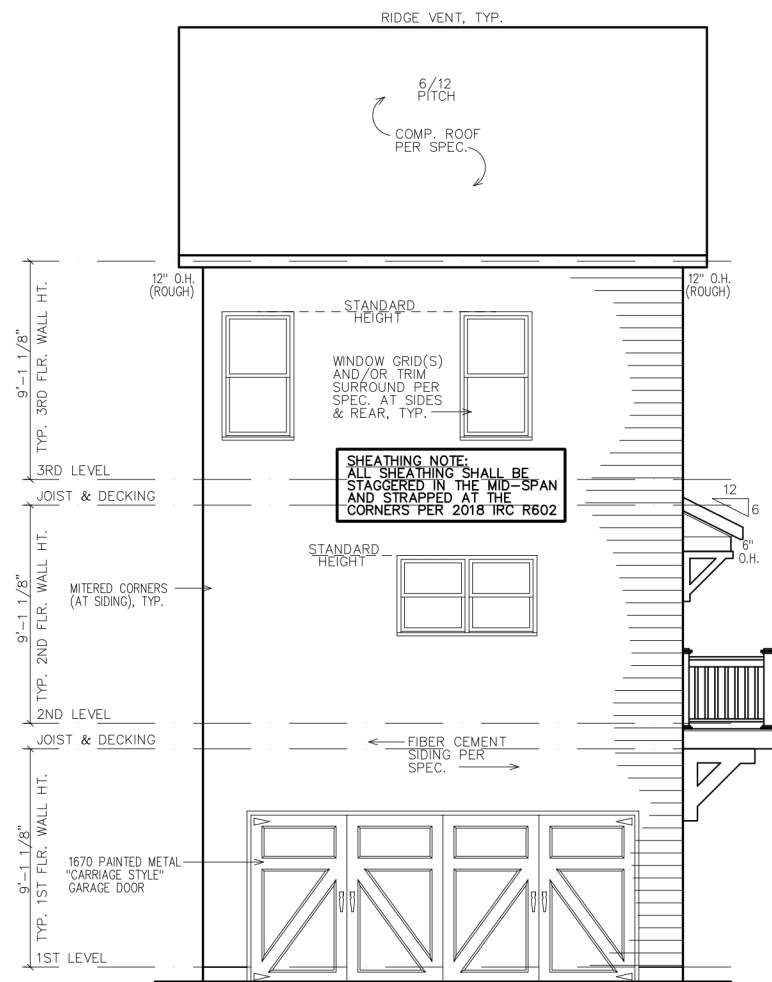
$1/8" = 1'-0"$ < $11" \times 17"$
 $1/4" = 1'-0"$ < $24" \times 36"$

SQUARE FOOTAGE:	
1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

JOB NUMBER:
21-1003

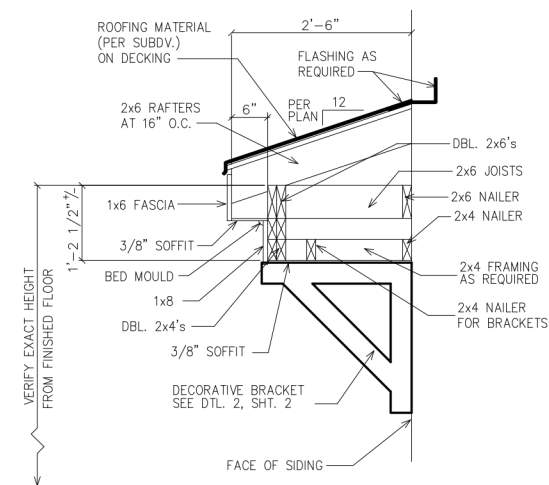
REVISIONS:			
No.	Date	Revisions	App.
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2	.	.	.
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4	.	.	.
5	.	.	.
6	.	.	.

SHEET NUMBER:

2
Page 67 of 1

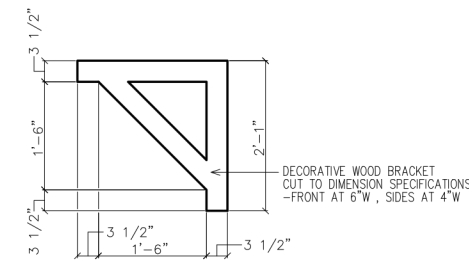
NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

REAR ELEVATION



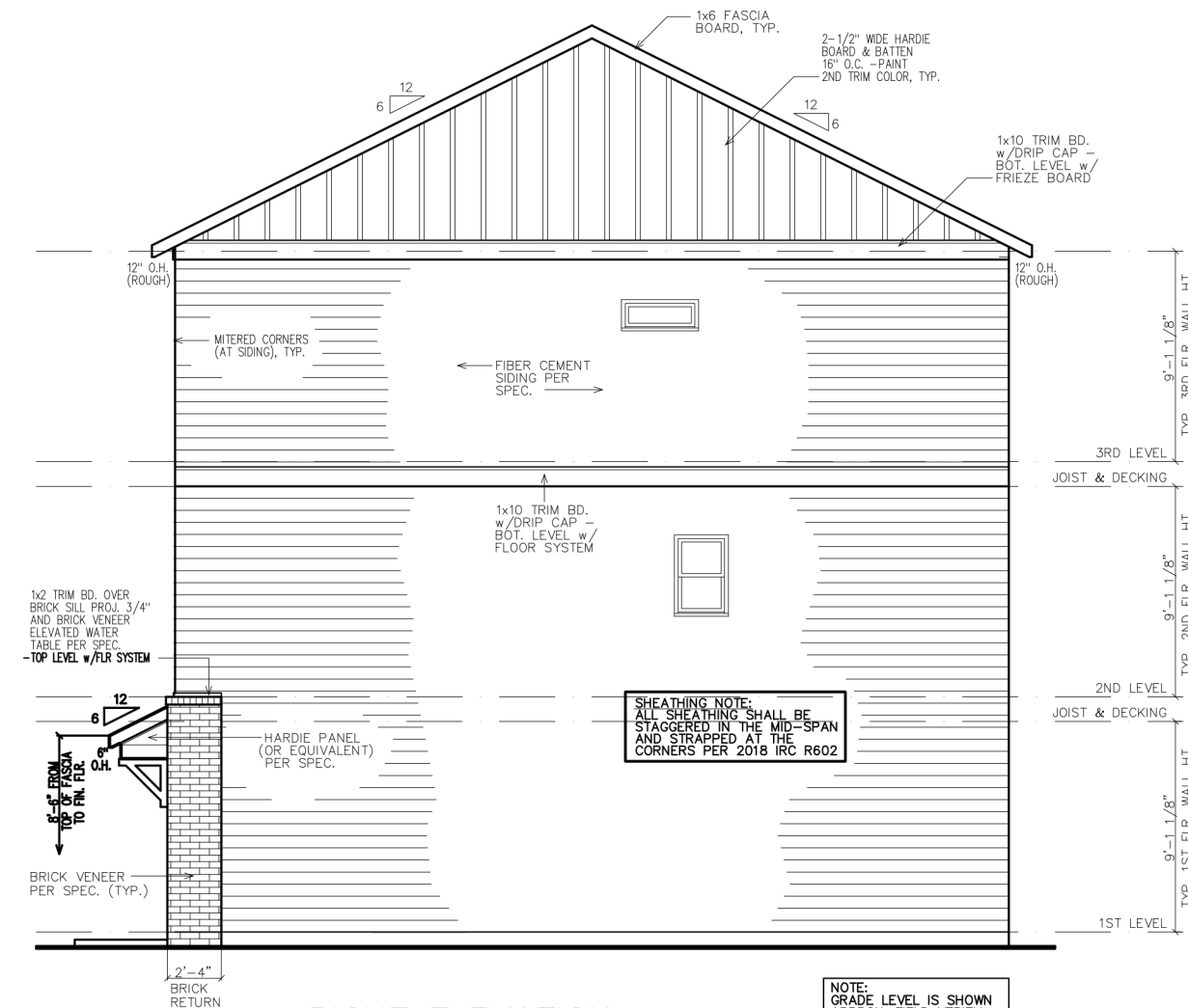
1 ROOF WITH BRACKET DETAIL
2 SC: N.T.S.

(GAPS SHOWN IN DETAIL ARE FOR CLARITY)



BRACKET DETAIL

(4 REQUIRED OVER FRONT DOOR) PAINT ALL TRIM COLOR



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

BUILDING HT. NOTE:
34'-2" AVERAGE
ROOF HEIGHT.



LEFT ELEVATION

- GOVERNING CODES & STANDARDS**
- 1. 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.
 - 2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
 - 3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
 - 4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.
 - 5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GA AMENDMENTS.
 - 6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

DESIGN CRITERIA

ROOF LIVE LOAD: 20 PSF.
FLOOR LIVE LOAD: 40 PSF.
(INCLUDES DECKS, PATIOS, AND PORCHES)
BASIC WIND VELOCITY: 90 MPH
SEISMIC DESIGN CATEGORY: B
BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.

TABLE OF CONTENTS	
SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN



FRONT ELEVATION



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CLIENT INFORMATION:

Epic Development
430 PLASTERS AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#3-B
Front & Side Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:

1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

JOB NUMBER:
21-1003

REVISIONS:

No.	Date	Revisions	App.
1	.	.	.
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.

SHEET NUMBER:

1

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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CLIENT INFORMATION:

Epic
Development
430 PLASTERS AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#3-B
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 1 1/4" x 17"
1/4" = 1'-0" < 24' x 36"

SQUARE FOOTAGE:

1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

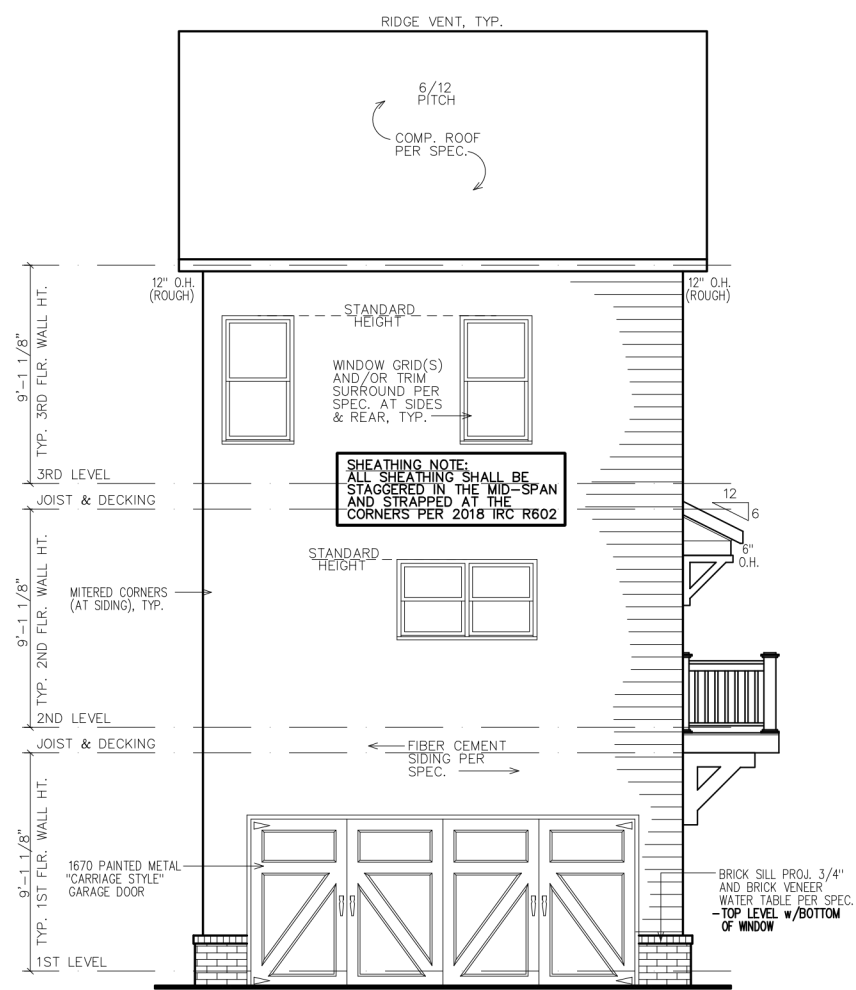
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21-1003

REVISIONS:

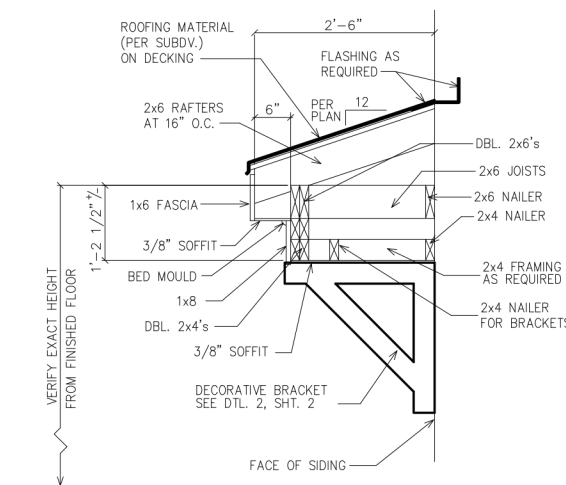
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SHEET NUMBER:

2



REAR ELEVATION



1 ROOF WITH BRACKET DETAIL
2 SC: N.T.S.
(GAPS SHOWN IN DETAIL ARE FOR CLARITY)

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:

HAPEVILLE

LOT #:

RELEASED:



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TABLE OF CONTENTS	
SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN

CLIENT INFORMATION:

Epilc
Development

430 PLASTER AVENUE, SUITE 100

ATLANTA, GA 30324

(678) 777-7425

CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#2-A

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:

1/8" = 1'-0" < 14"x17"

1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:	
1ST FLR.	585
2ND FLR.	585
3RD FLR.	585
TOTAL	1755
GARAGE	N/A

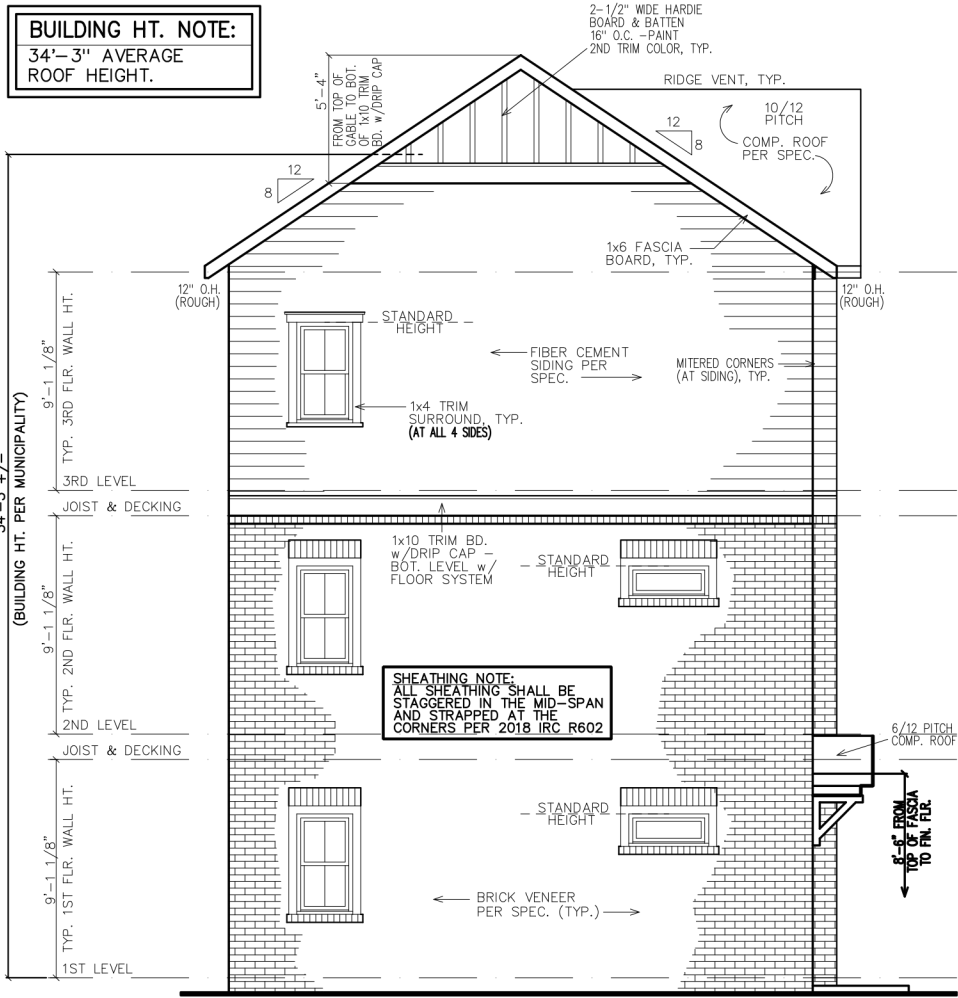
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21-1002

REVISIONS:

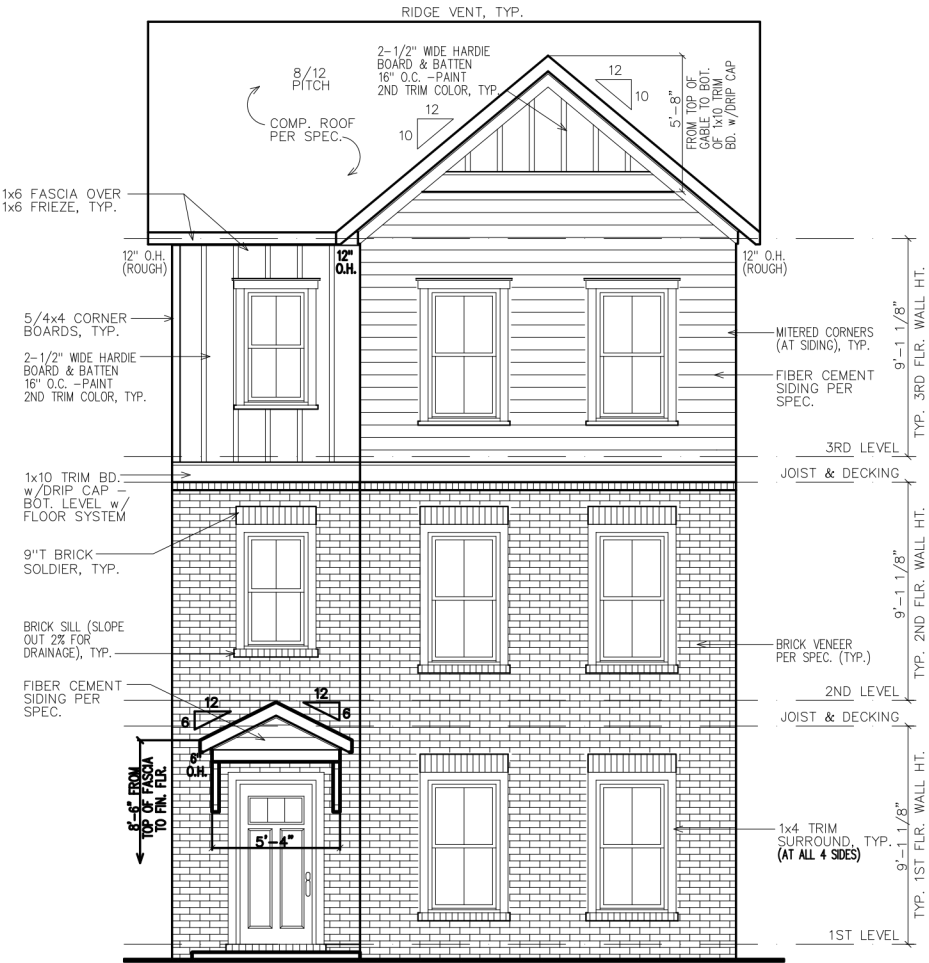
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SHEET NUMBER:

1



LEFT ELEVATION



FRONT ELEVATION

- GOVERNING CODES & STANDARDS
1. 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.

2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.

3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.

4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.

5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GA AMENDMENTS.

6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

- DESIGN CRITERIA
- ROOF LIVE LOAD: 20 PSF.

FLOOR LIVE LOAD: 40 PSF.

(INCLUDES DECKS, PATIOS, AND PORCHES)

BASIC WIND VELOCITY: 90 MPH

SEISMIC DESIGN CATEGORY: B

BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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Development
430 PLASTER AVENUE, SUITE 100
ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#2-A
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

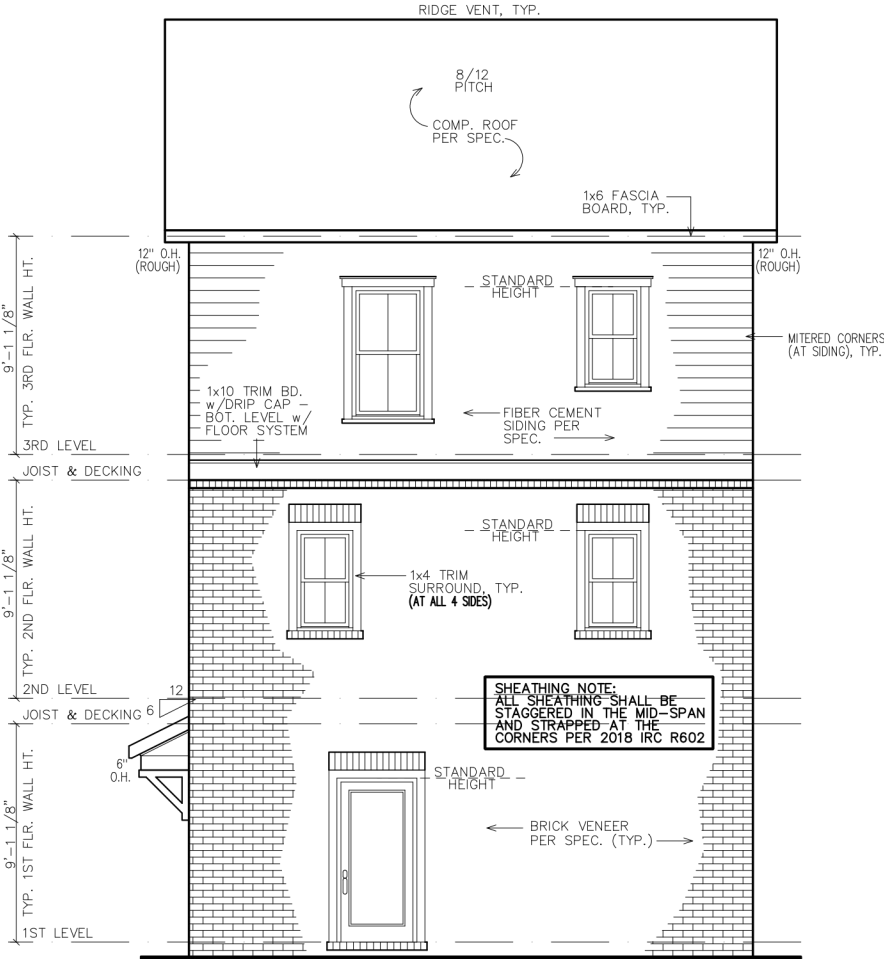
SQUARE FOOTAGE:
1ST FLR. 585
2ND FLR. 585
3RD FLR. 585
TOTAL 1755
GARAGE N/A

JOB NUMBER:
21-1002

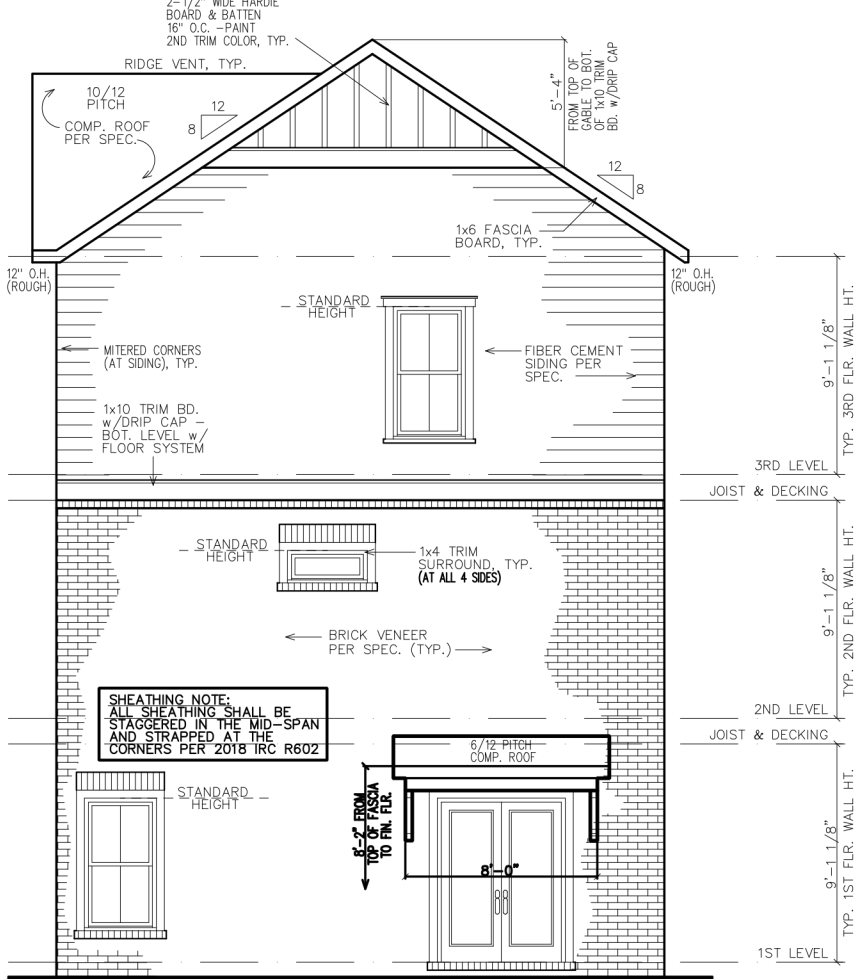
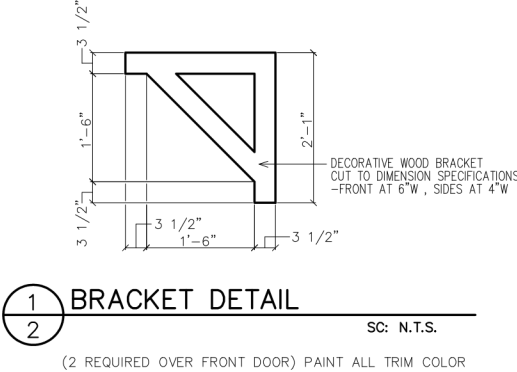
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SHEET NUMBER:

2



REAR ELEVATION



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:

HAPEVILLE

LOT #:

RELEASED:



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ATLANTA, GA 30324

(678) 777-7425

CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-A

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:

1/8" = 1'-0" < 14"x17"

1/4" = 1'-0" < 24"x36"

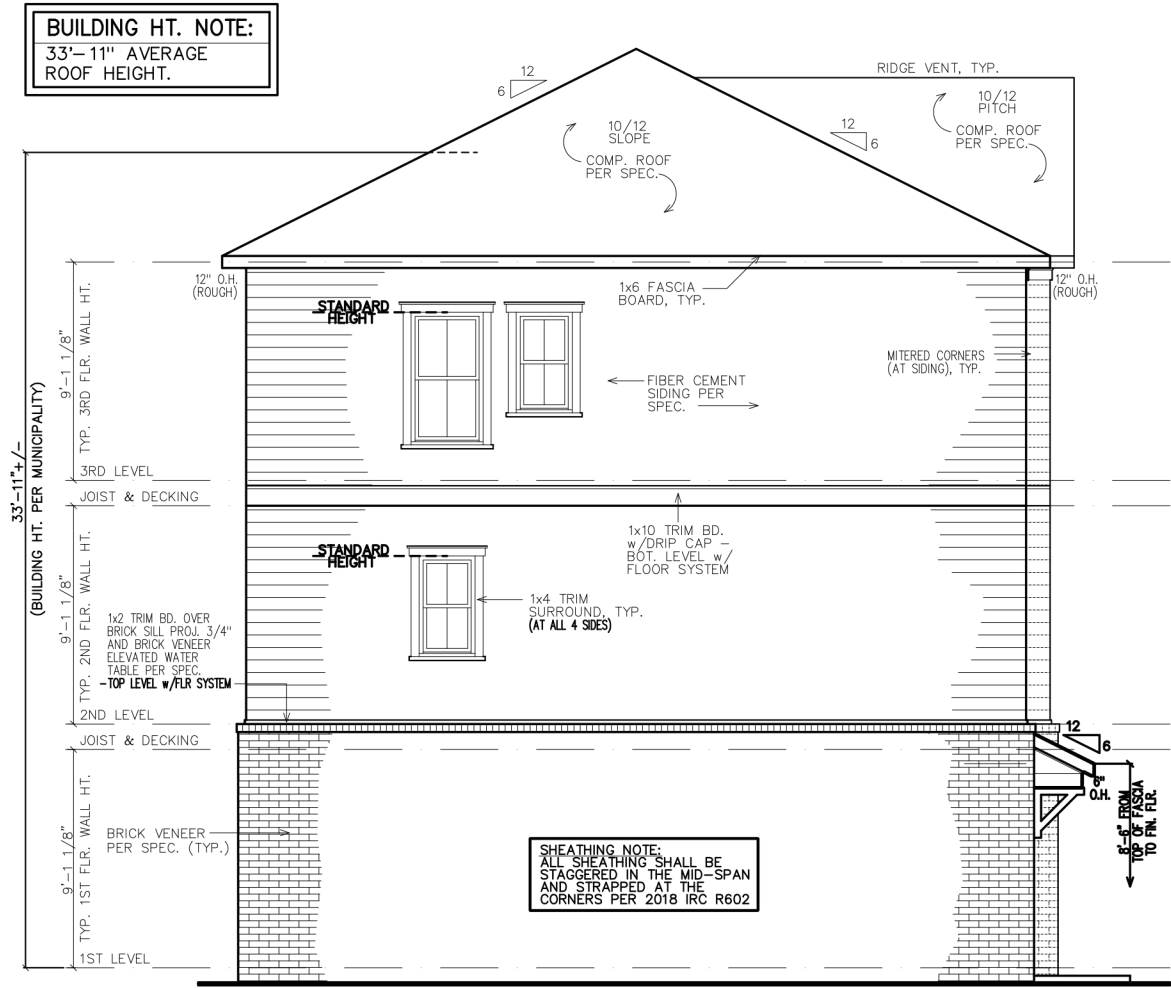
SQUARE FOOTAGE:	
1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

JOB NUMBER:

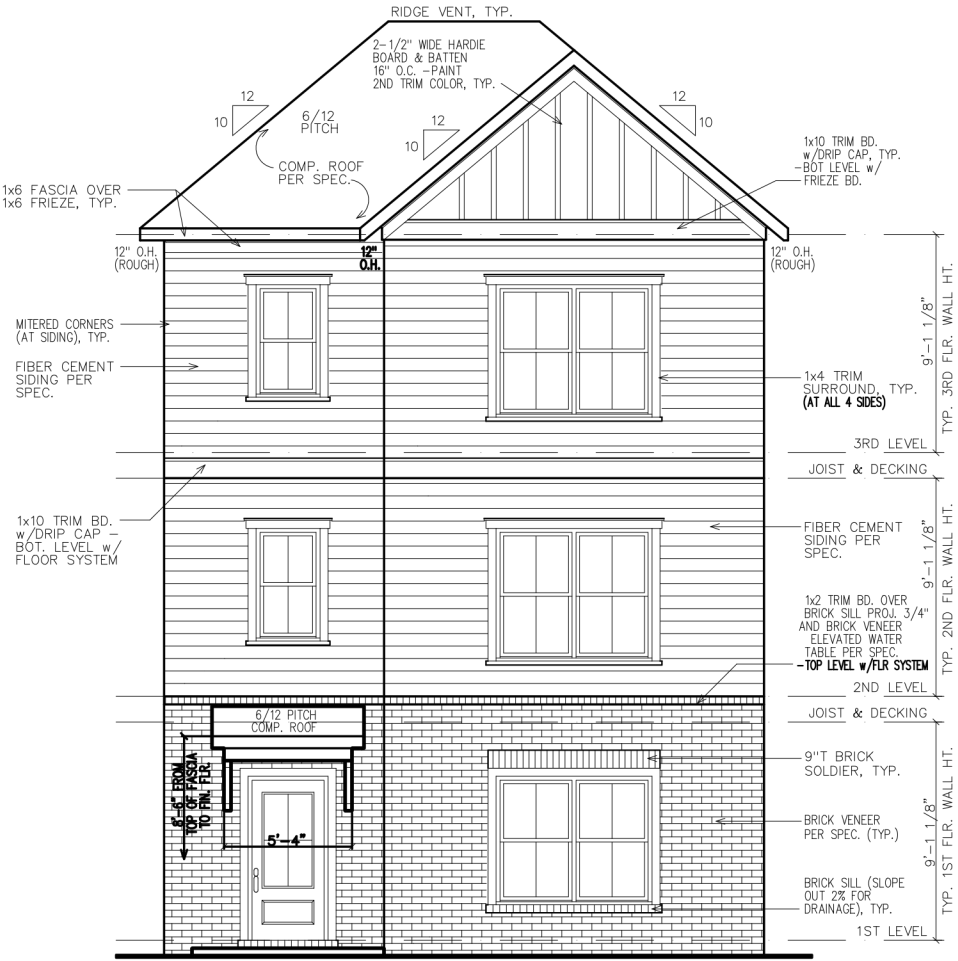
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SHEET NUMBER:



LEFT ELEVATION



FRONT ELEVATION

- GOVERNING CODES & STANDARDS
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2. 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
3. 2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
4. 2017 NATIONAL ELECTRICAL CODE, WITH GEORGIA AMENDMENTS.
5. 2015 INTERNATIONAL ENERGY CONSERVATION CODE w/GA AMENDMENTS.
6. NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

- DESIGN CRITERIA
- ROOF LIVE LOAD: 20 PSF.
- FLOOR LIVE LOAD: 40 PSF.
- (INCLUDES DECKS, PATIOS, AND PORCHES)
- BASIC WIND VELOCITY: 90 MPH
- SEISMIC DESIGN CATEGORY: B
- BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:



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ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-A
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 1 1/4" x 17"
1/4" = 1'-0" < 24' x 36"

SQUARE FOOTAGE:

1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

JOB NUMBER:
21-1005

REVISIONS:

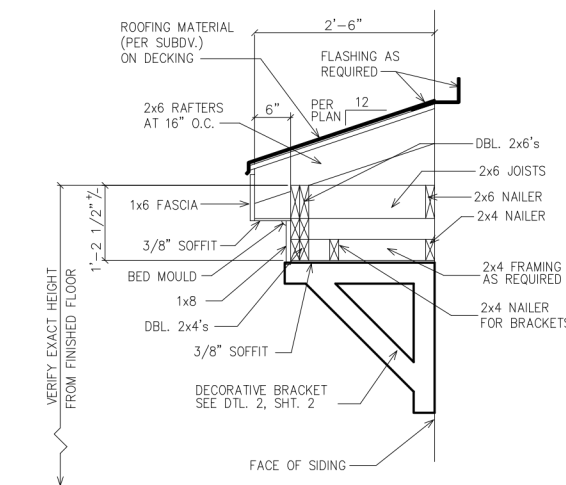
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SHEET NUMBER:

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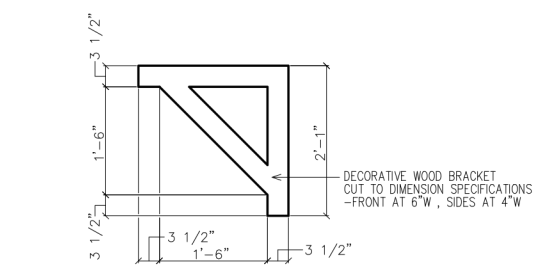
REAR ELEVATION



1 ROOF WITH BRACKET DETAIL

SC: N.T.S.

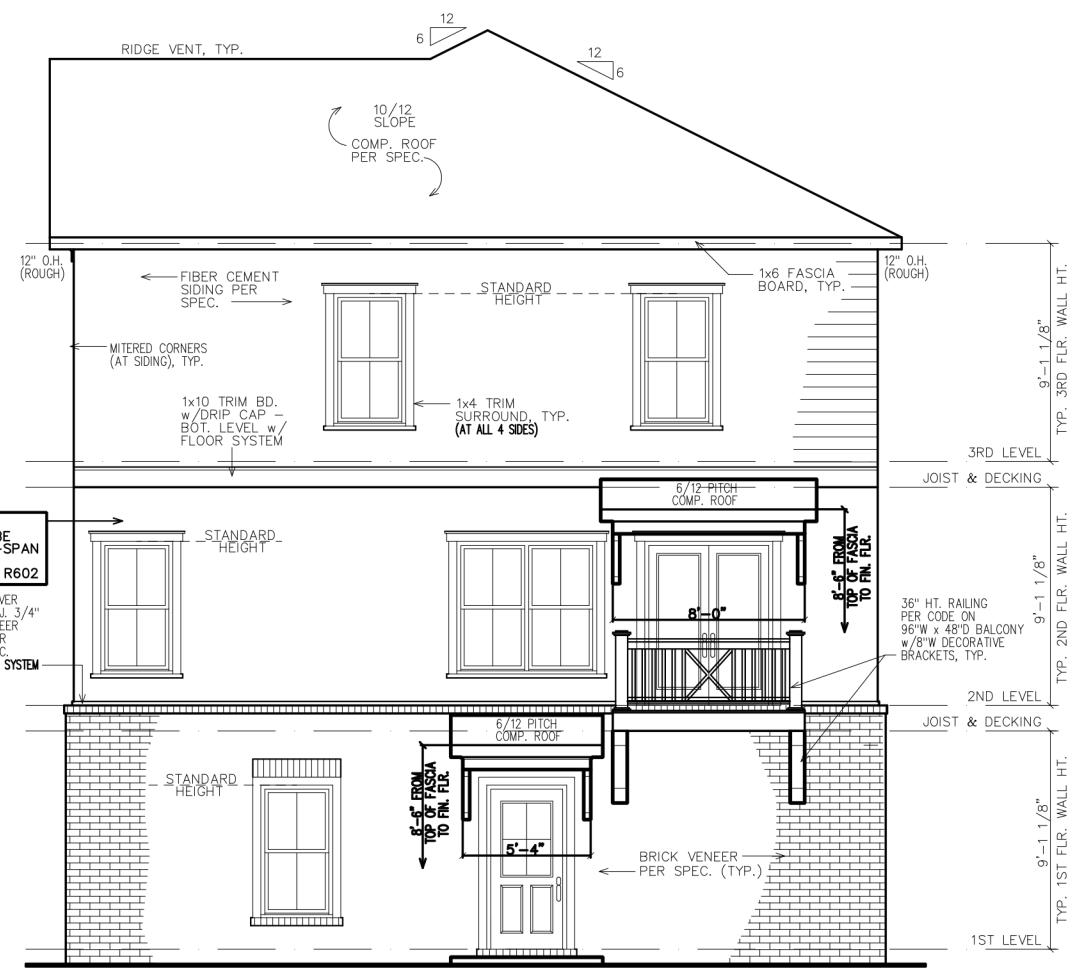
(GAPS SHOWN IN DETAIL ARE FOR CLARITY)



1 BRACKET DETAIL

SC: N.T.S.

(2 REQUIRED OVER FRONT DOOR) PAINT ALL TRIM COLOR



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEGEND

4

DETAIL NUMBER

9

SHEET NUMBER

SUBDIVISION:
HAPEVILLE

LOT #:

RELEASED:.



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CLIENT INFORMATION:

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Development

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ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-B

Front & Side Elev.

DESIGNED BY: C.SAMUDA 01/26/22

SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:	
1ST FLR.	365
2ND FLR.	830
3RD FLR.	830
TOTAL	2025
GARAGE	465

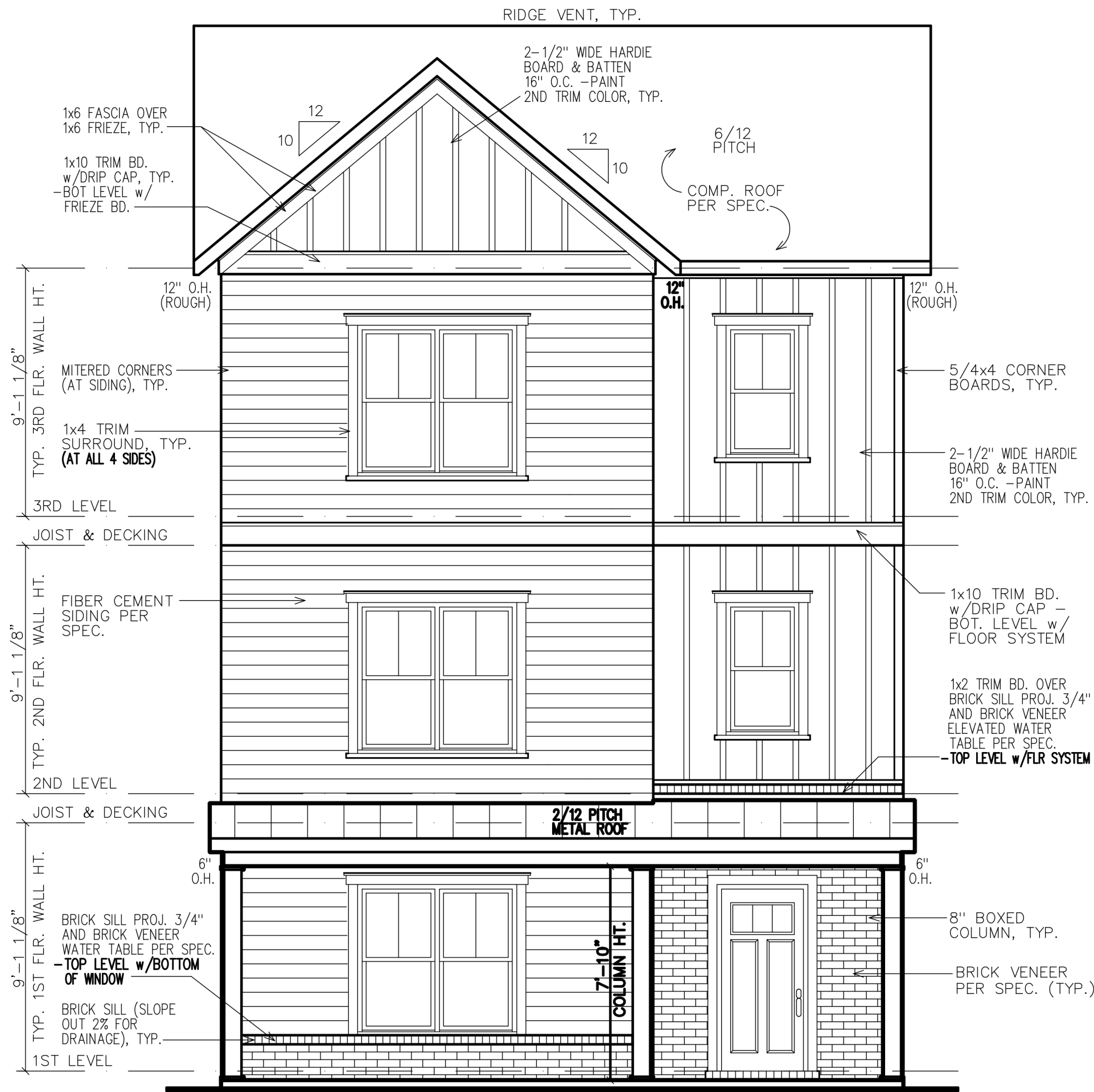
JOB NUMBER:
21-1005

REVISIONS:			
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SHEET NUMBER:

1

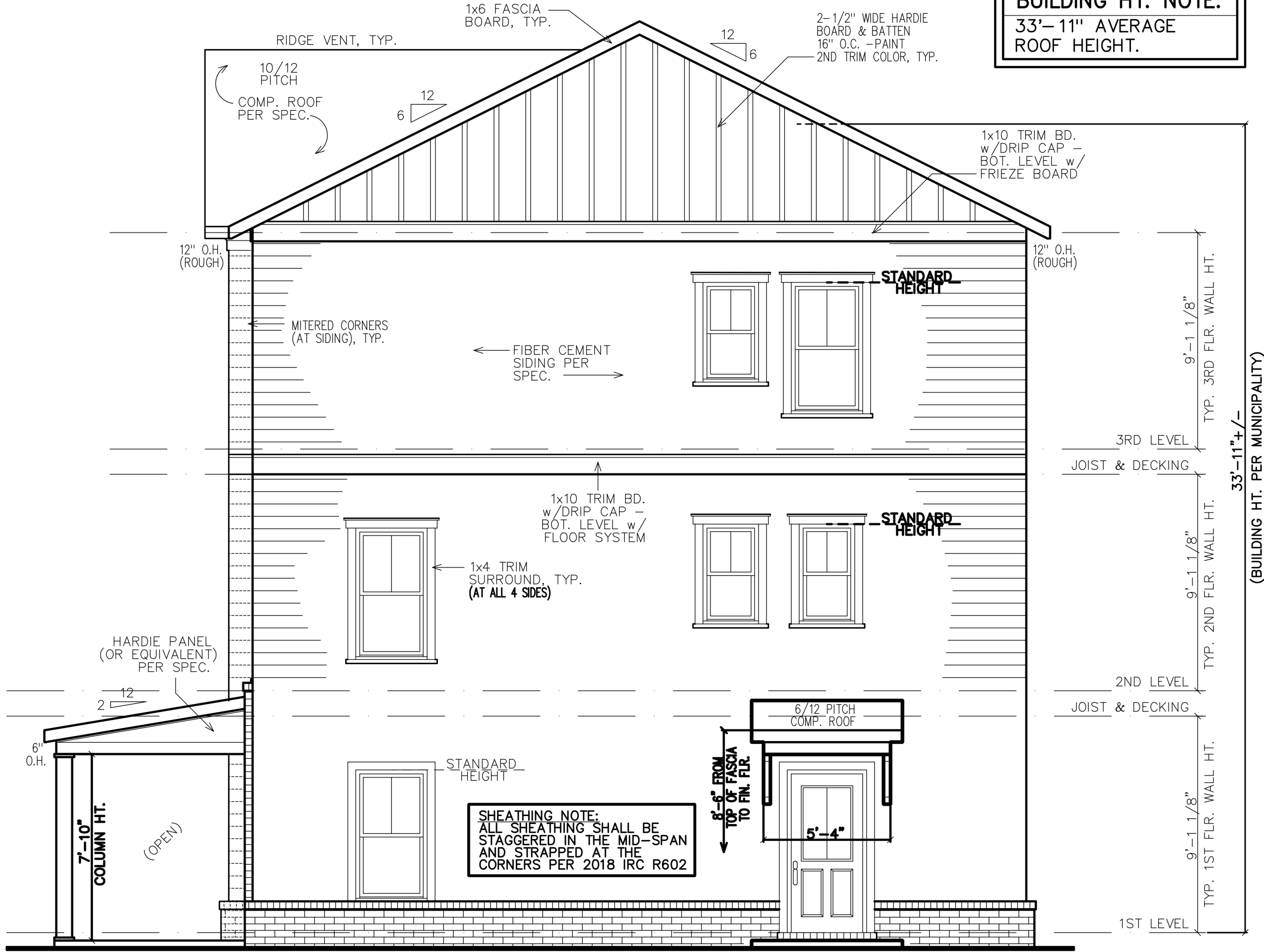
NEW HOME SITE ADDRESS: .



SHEATHING NOTE:
ALL SHEATHING SHALL BE
STAGGERED IN THE MID-SPAN
AND STRAPPED AT THE
CORNERS PER 2018 IRC R602

NOTE:
GRADE LEVEL IS SHOWN
APPROXIMATE. ELEVATION
SHOWN MAY VARY SLIGHTLY.

FRONT ELEVATION



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

TABLE OF CONTENTS	
SHEET	DESCRIPTION
1	FRONT & SIDE ELEVATIONS
2	SIDE & REAR ELEVATIONS
3	1st/2nd/3rd LEVEL PLANS
4	SLAB & ROOF PLAN

GOVERNING CODES & STANDARDS	
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3.	2018 INTERNATIONAL POOL & SPA CODE, WITH GEORGIA AMENDMENTS.
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DESIGN CRITERIA	
ROOF LIVE LOAD:	20 PSF.
FLOOR LIVE LOAD:	40 PSF.
(INCLUDES DECKS, PATIOS, AND PORCHES)	
BASIC WIND VELOCITY:	90 MPH
SEISMIC DESIGN CATEGORY:	B
BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.	

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.



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ATLANTA, GA 30324
(678) 777-7425
CONTACT: RICK BENNETT

PROJECT INFORMATION:

HAPEVILLE PLAN#5-B
Side & Rear Elev.
DESIGNED BY: C.SAMUDA 01/26/22
SCALE:
1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

SQUARE FOOTAGE:
1ST FLR. 365
2ND FLR. 830
3RD FLR. 830
TOTAL 2025
GARAGE 465

JOB NUMBER:
21-1005

REVISIONS:			
No.	Date	Revisions	App.
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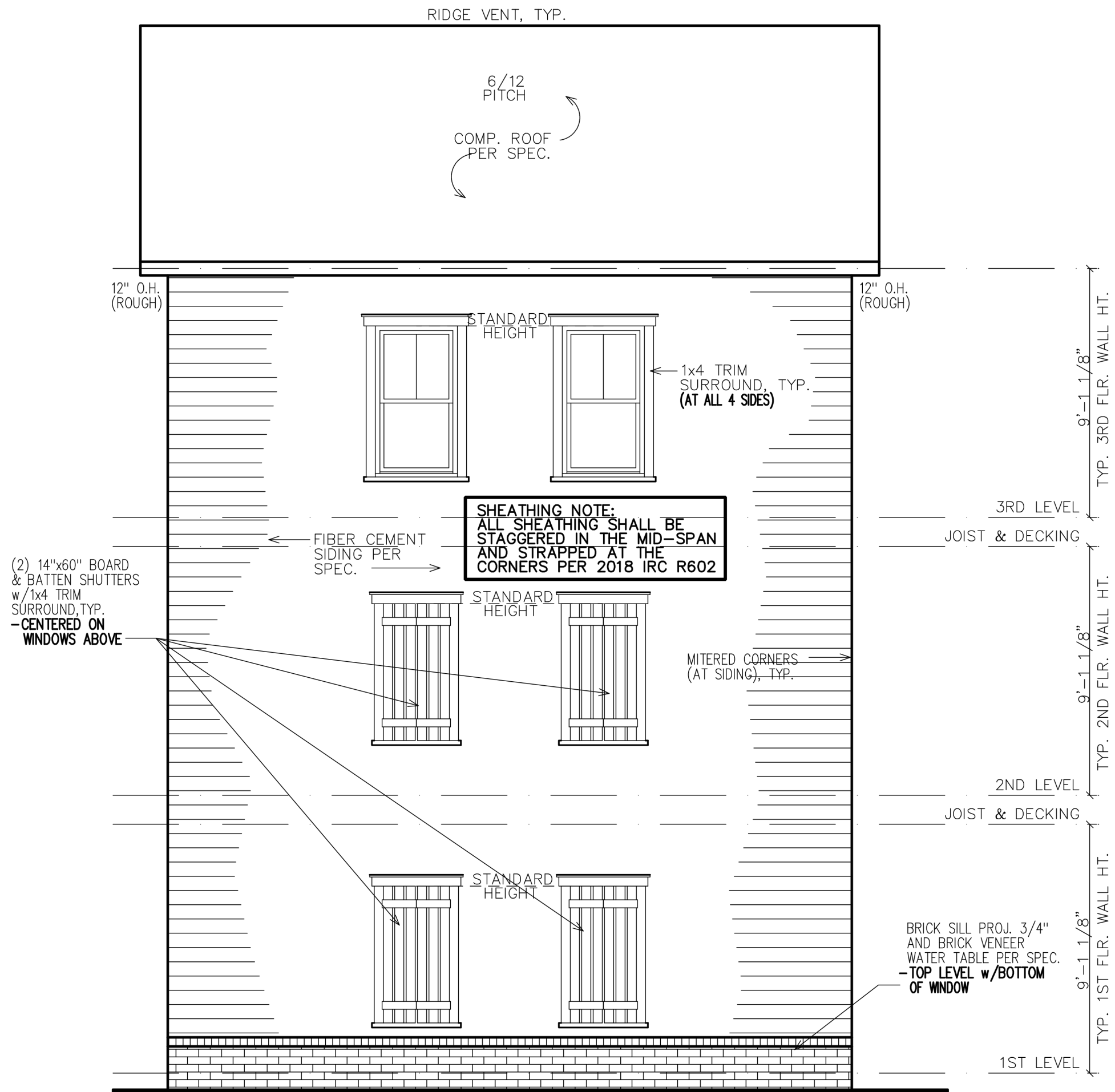
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NEW HOME SITE ADDRESS:



NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

LEFT ELEVATION



NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.

REAR ELEVATION

LEGEND

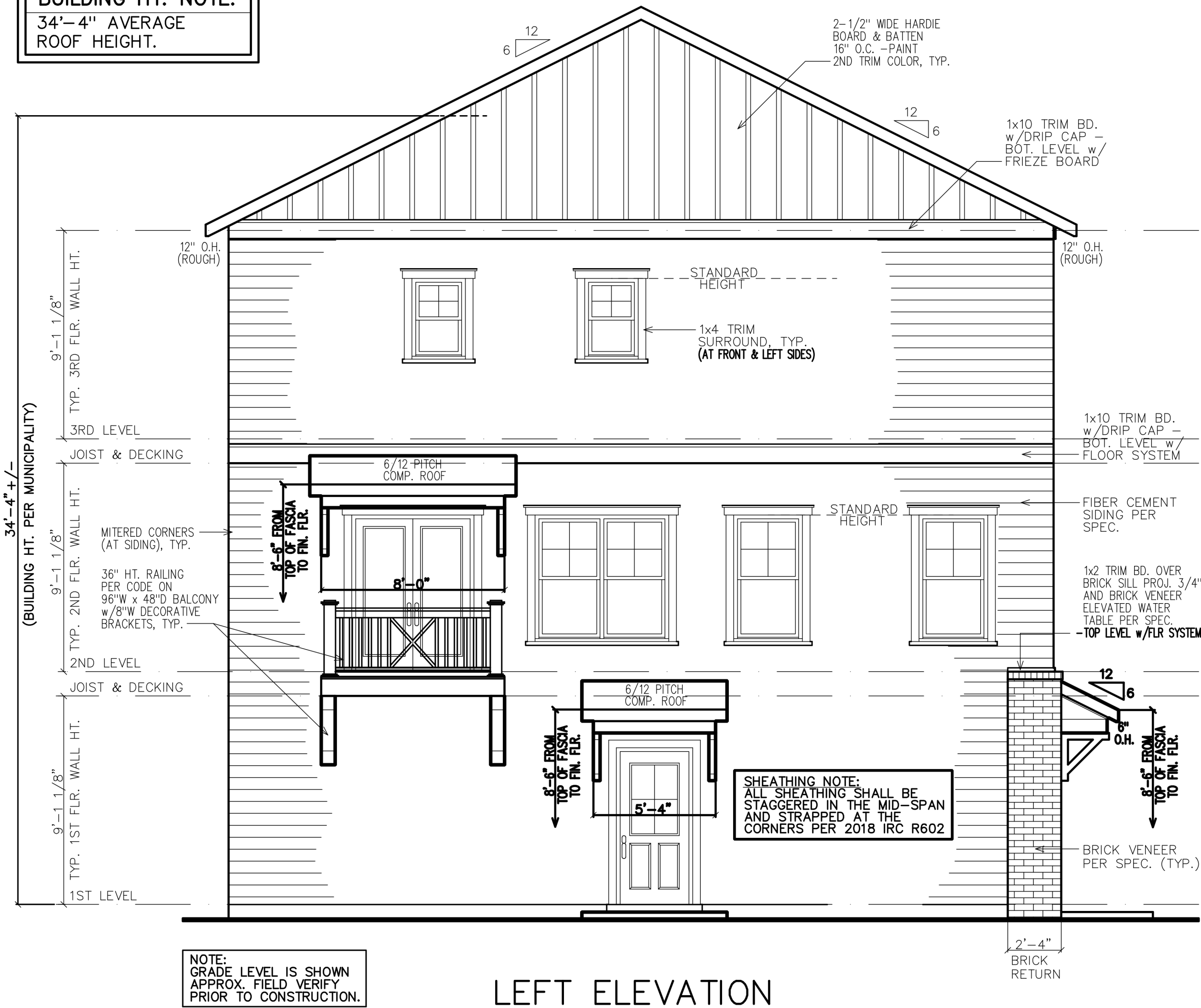
4

DETAIL NUMBER

9

SHEET NUMBER

BUILDING HT. NOTE:
34'-4" AVERAGE
ROOF HEIGHT.



LEFT ELEVATION

- GOVERNING CODES & STANDARDS
- 2018 INTERNATIONAL RESIDENTIAL CODE, WITH GEORGIA AMENDMENTS.
 - 2018 INTERNATIONAL PLUMBING CODE, WITH GEORGIA AMENDMENTS.
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 - NFPA 101 LIFE SAFETY CODE AND T.P.I. SPECIFICATION FOR THE DESIGN, MANUFACTURE AND HANDLING OF WOOD TRUSSES.

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ROOF LIVE LOAD: 20 PSF.
FLOOR LIVE LOAD: 40 PSF.
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BASIC WIND VELOCITY: 90 MPH
SEISMIC DESIGN CATEGORY: B
BEARING WALLS WITH LIGHT FRAME WALLS AND WOOD STRUCTURAL PANELS.

SUBDIVISION:
HAPEVILLE
LOT #:
RELEASED:.

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1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

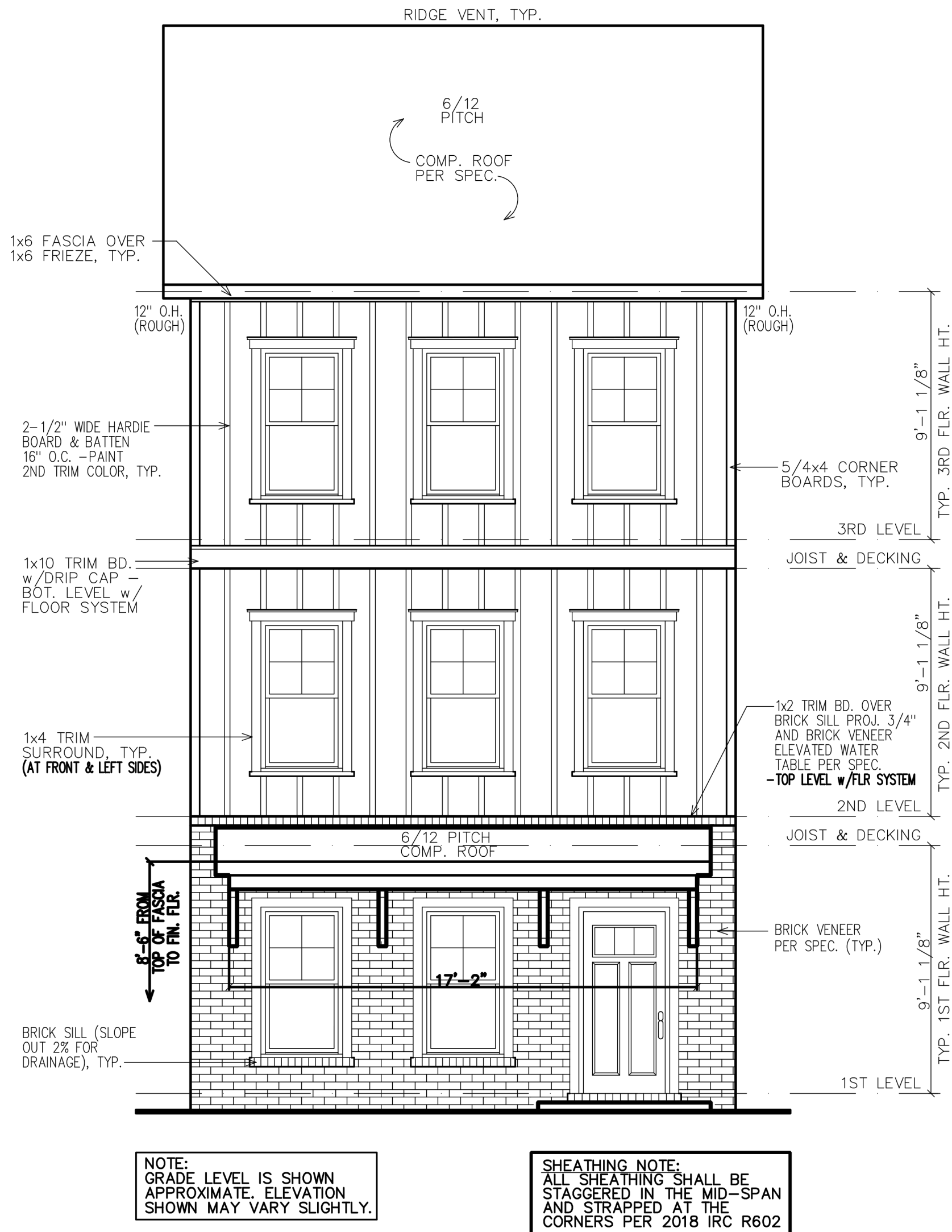
SQUARE FOOTAGE:	
1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

JOB NUMBER:
21-1003

REVISIONS:			
No.	Date	Revisions	App.
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SHEET NUMBER:

1



FRONT ELEVATION

SUBDIVISION:
HAPEVILLE
LOT #:
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1/8" = 1'-0" < 14"x17"
1/4" = 1'-0" < 24"x36"

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1ST FLR.	295
2ND FLR.	720
3RD FLR.	720
TOTAL	1735
GARAGE	425

JOB NUMBER:
21-1003

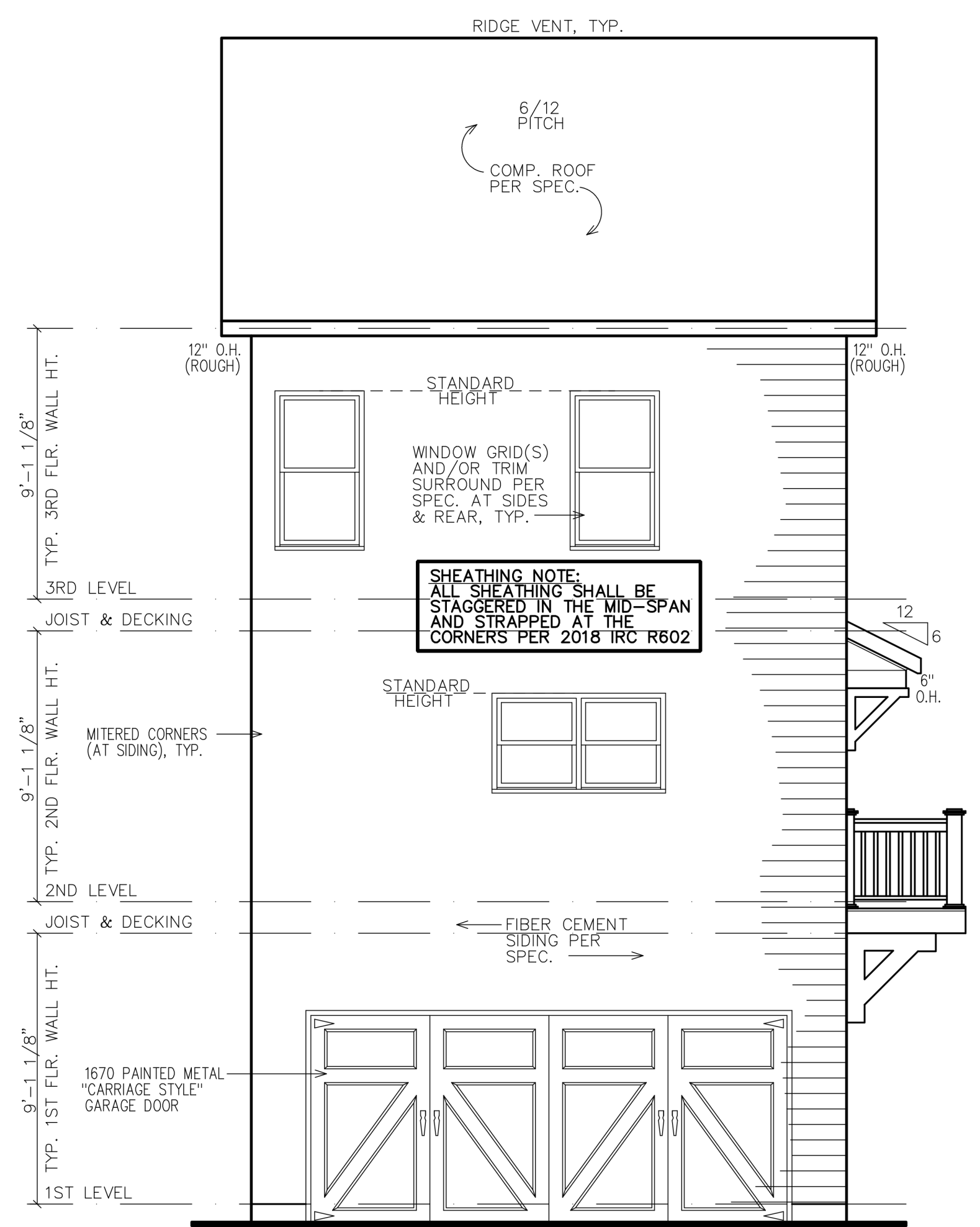
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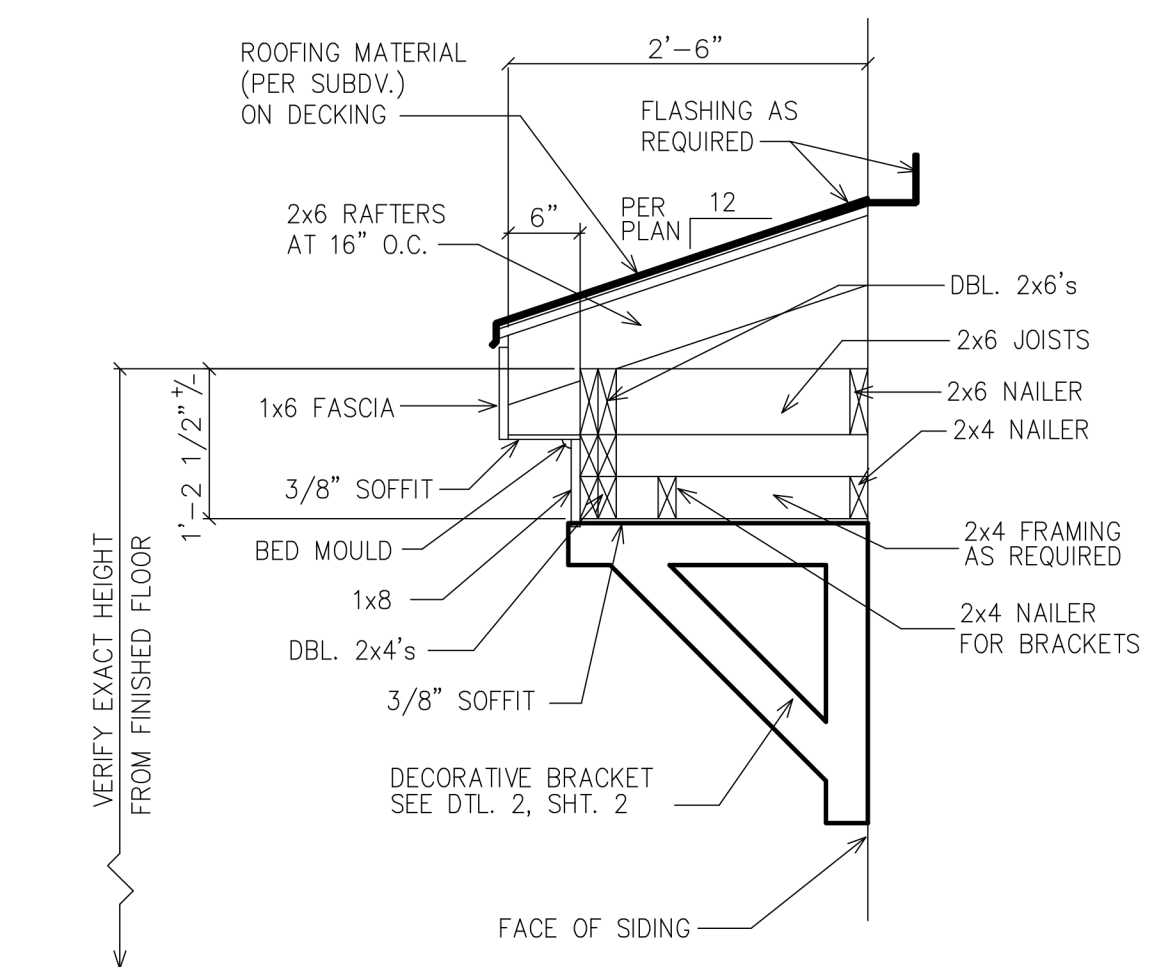
SHEET NUMBER:

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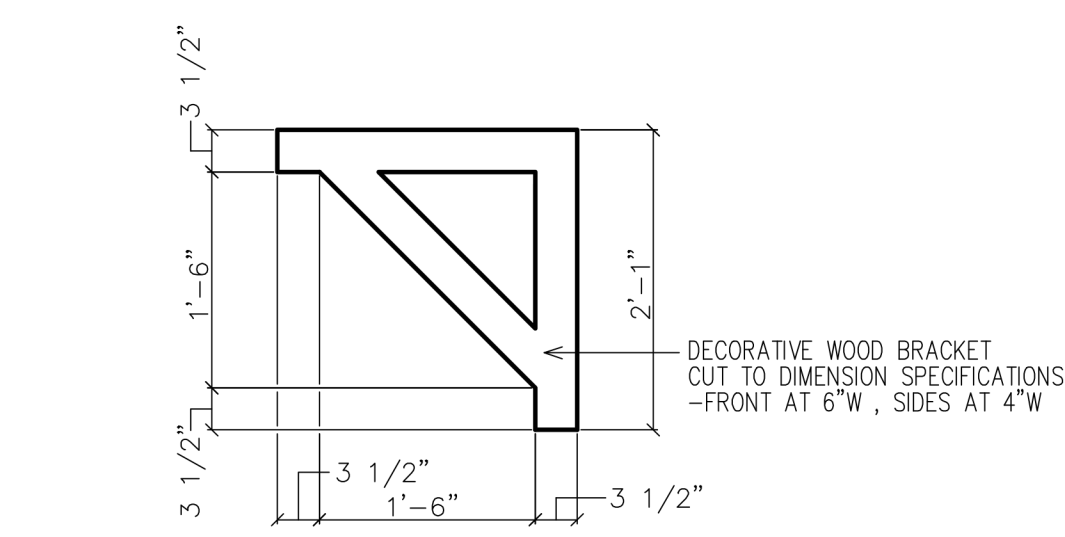
NEW HOME SITE ADDRESS:



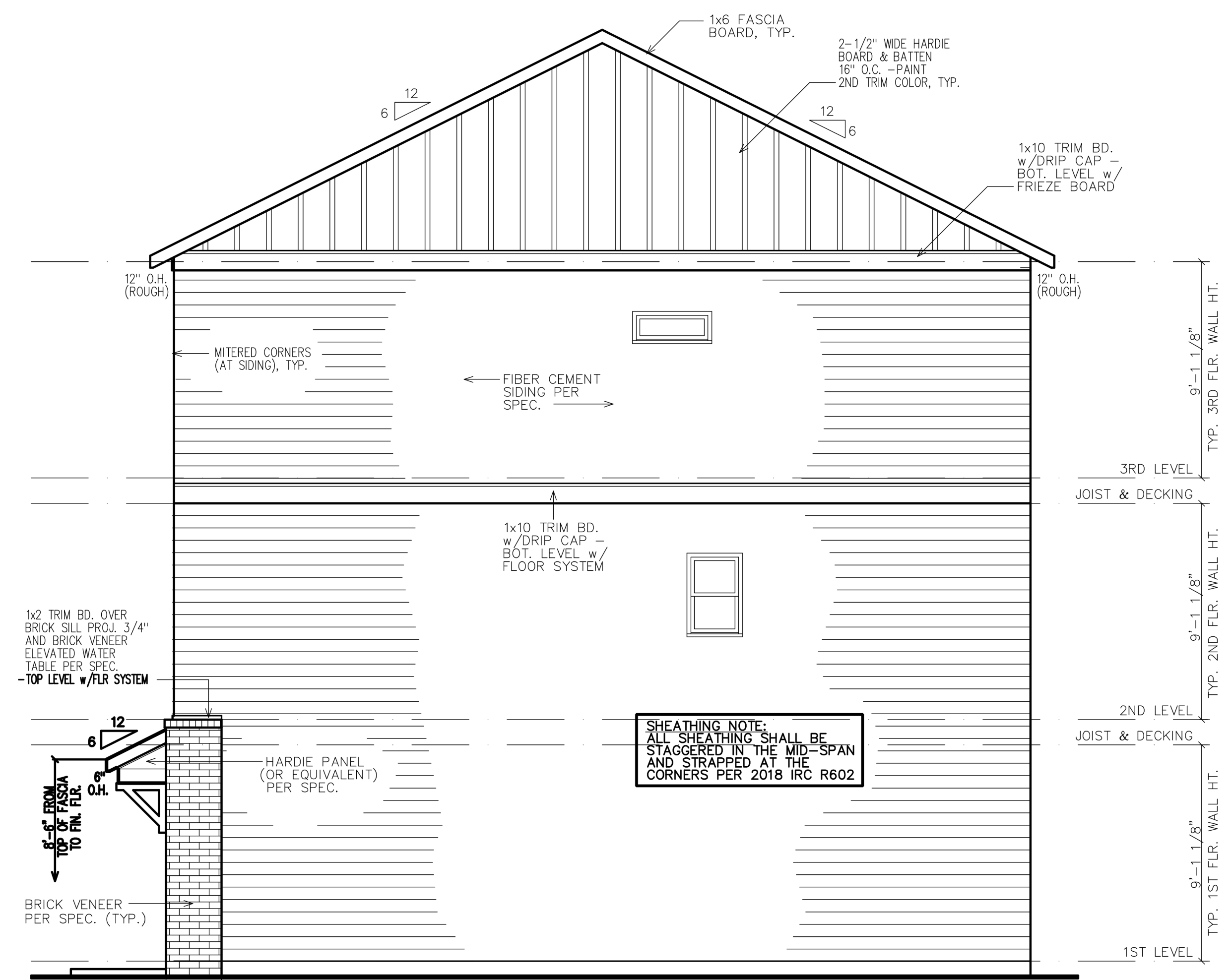
REAR ELEVATION



1 ROOF WITH BRACKET DETAIL
2 SC: N.T.S.
(GAPS SHOWN IN DETAIL ARE FOR CLARITY)



1 BRACKET DETAIL
2 SC: N.T.S.
(4 REQUIRED OVER FRONT DOOR) PAINT ALL TRIM COLOR



RIGHT ELEVATION

NOTE:
GRADE LEVEL IS SHOWN
APPROX. FIELD VERIFY
PRIOR TO CONSTRUCTION.



PLANNER'S REPORT

DATE: April 6, 2022
TO: Adrienne Senter
FROM: Lynn Patterson
RE: Rezoning for King Arnold/Sunset/Lavista from U-V, Urban Village to P-D, Planned Unit Development

BACKGROUND

The City of Hapeville received a rezoning application from Epic Development (Alex Popham) to rezone three parcels, 325 Sunset (Parcel ID 14-009600060141), 376 King Arnold (Parcel ID 14-009600060091) and 3394 Lavista (Parcel ID 14-09600010076) from U-V, Urban Village to P-D, Planned Unit Development. The parcels are vacant.

The location of the proposed parcels are shown on Figure 1, City of Hapeville Zoning Map. According to the City of Hapeville Future Land Use Map (Figure 2), the properties are identified as Medium Intensity Mixed Use. A list of permitted uses under the U-V District (existing) and the dimensional requirements table for the U-V and R-1 Zoning District are provided at the end of the document.

REVIEW OF APPLICATION

(1) The existing land use pattern;

The existing land use pattern are vacant lots in a mixed commercial and higher density residential area. The properties abut single family residential to the north and high density residential/ commercial / institutional to the east and south.

(2) The possible creation of an isolated district unrelated to adjacent and nearby districts;

The adjacent areas are zoned R-1, U-V, and V, Village. The area is designated as Medium Intensity Mixed Use in the Future Land Use Map.

(3) The population density pattern and possible increase or overtaxing of the load one public facilities including, but not limited to, schools, utilities, and streets;

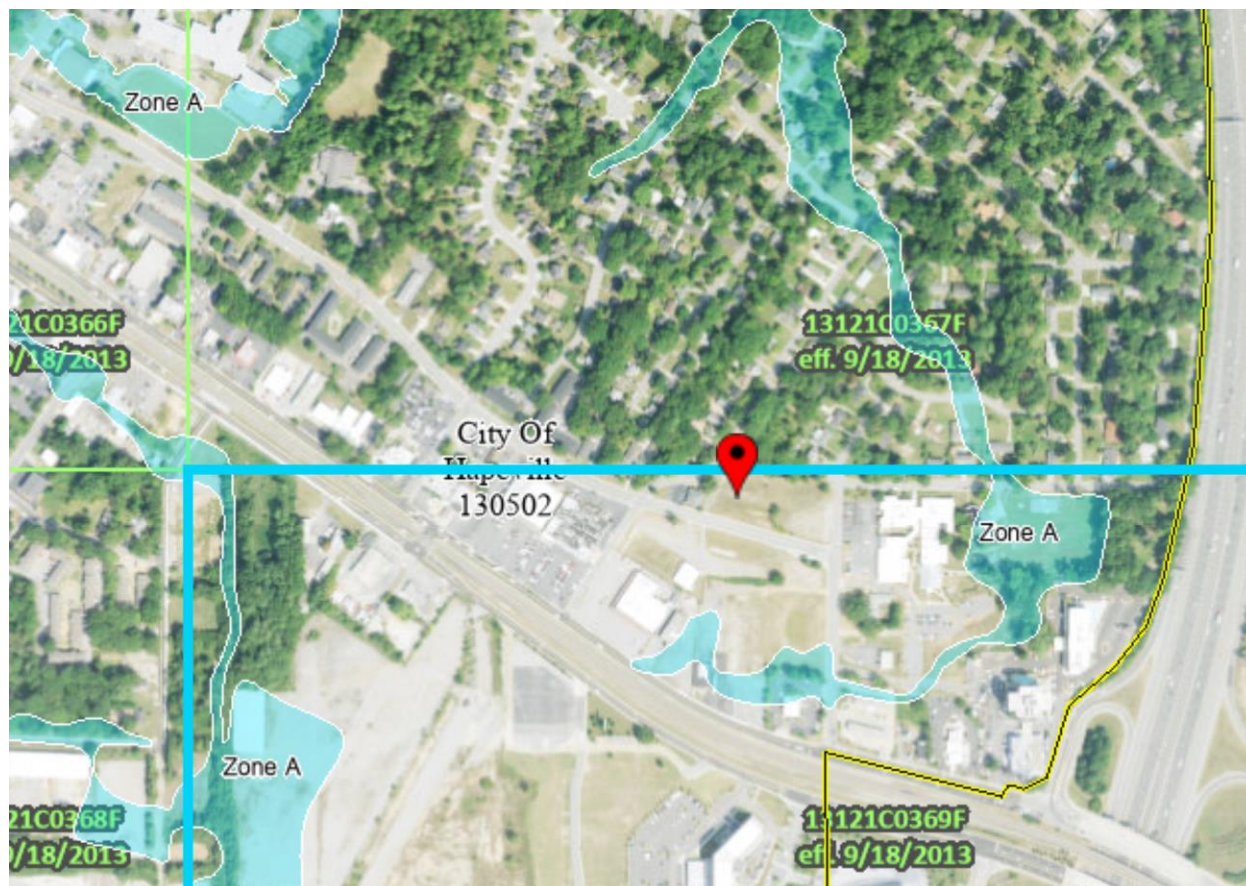
The proposed zoning would reduce the potential density of townhomes (maximum 40 units per acre).

(4) The cost of the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures;

There is no foreseeable significant increase in providing, improving, increasing or maintaining public utilities, schools, streets, and other public safety measures.

(5) The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity;

No portions of the properties are located within the FEMA Flood Zone Map.



(6) Whether the proposed zoning map amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations;

There is no evidence the change in zoning is a deterrent to the value or improvement of adjacent property. Adjacent properties are zoned R-1, One Family Residential and U-V, Urban Village.

(7) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations;

Should the property be developed under the current zoning, the minimum lot size would make it difficult for development of single family homes. The site would likely be developed as townhomes with up to 40 units per acre or commercial use. The desire for a lower intensity residential development transitioning between the multi-family on King Arnold/ N Central and the single family residential neighborhood to the north. The rezoning allows for a desired lower residential density and more control for the site planning for the property to ensure a smooth transition between zoning districts.

(8) The aesthetic effect of existing and future use of the property as it relates to the surrounding area;

The proposed zoning would limit development to the proposed site plan. Any significant change in the site plan would require review by the City Council. Any development, single family or otherwise, is required to follow the City's ordinances and State regulations regarding stream buffers, etc. All residential uses are subject to the City's Architectural Design Standards.

(9) The extent to which the proposed zoning map amendment is consistent with the land use plan;

The future land use plan designates the land use as medium intensity mixed use. The proposed zoning amendment is consistent with the future land use map.

(10) The possible effects of the proposed zoning map amendment on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community;

The effects of the zoning map amendment would create a smooth transition between the higher density uses along the south side of King Arnold and the single family residential neighborhoods to the north.

(11) The relation that the proposed zoning map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these zoning regulations;

The proposed zoning map amendment would restrict the use to the proposed site plan of 25 single family homes. No commercial or higher density would be allowed on the site.

(12) Applications for a zoning map amendment which do not contain specific site plans carry a rebuttable presumption that such rezoning shall adversely affect the zoning scheme;

A specific site plan was provided. As a P-D, Planned Unit Development, the development is bound to the submitted plan. Any significant change would require Council approval.

(13) The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight;

There is an adjacent single family residential neighborhood to the north. The proposed zoning change would create residential units.

(14) In those instances in which property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry great weight.

Not applicable.

Figure 1 City of Hapeville Current Zoning Map

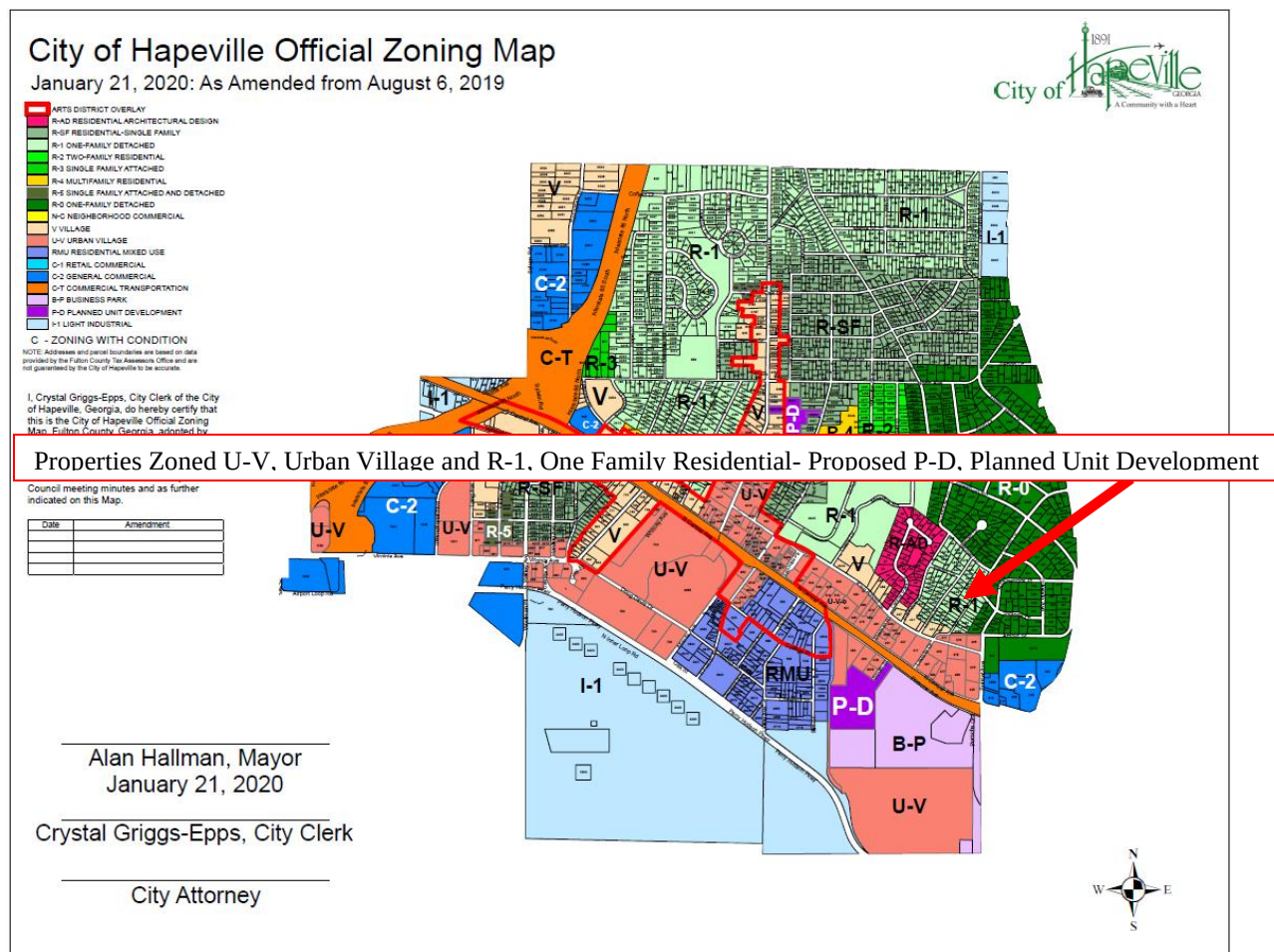
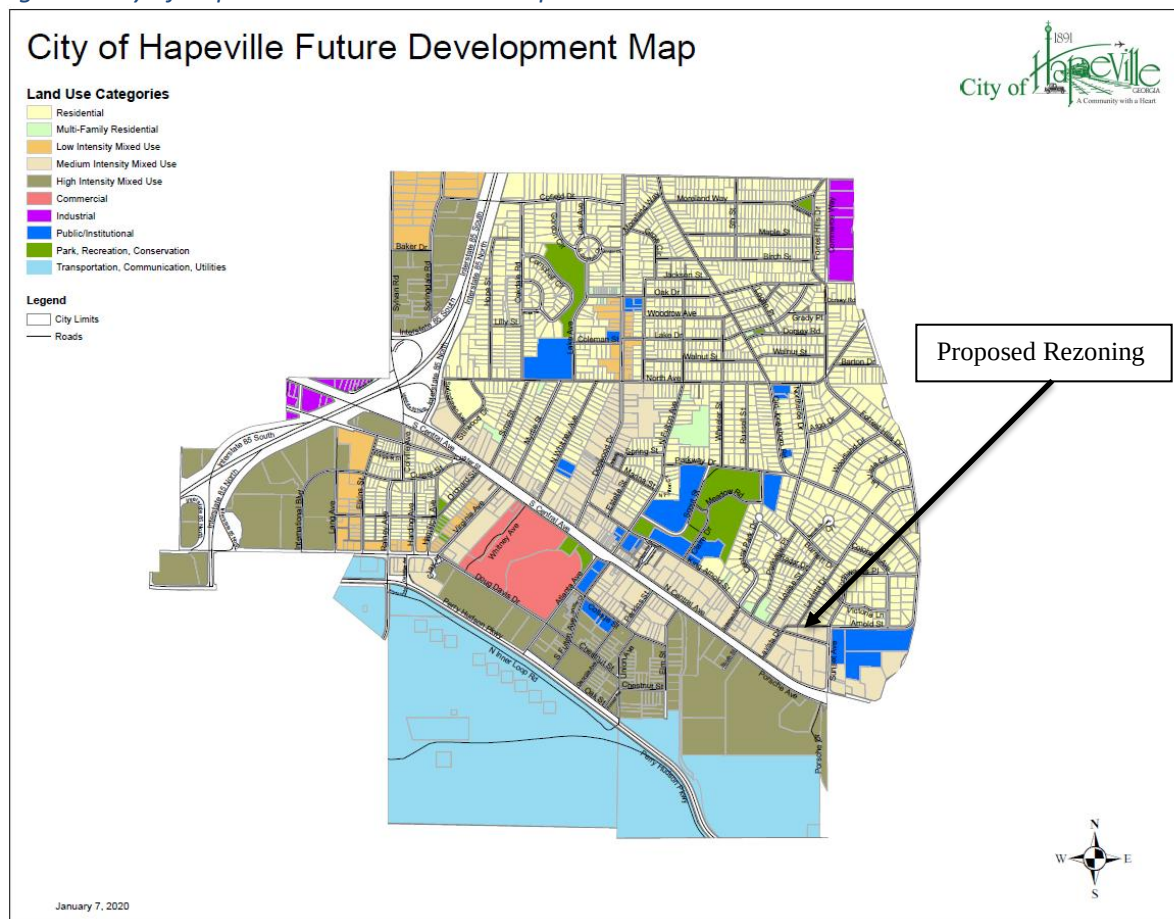


Figure 2 City of Hapeville Future Land Use Map



Sec. 93-11.2-3. - Permitted uses.

The following are permitted within the U-V zone:

- (1) Business and professional offices/agencies, including:
 - a. Architectural.
 - b. Dental.
 - c. Engineering.
 - d. Graphic arts.
 - e. Insurance.
 - f. Legal.
 - g. Manufacturers' representatives.
 - h. Medical clinic, medical or dental laboratory, medical or dental office, surgical center.
 - i. Real estate.
 - j. Banks and other financial institutions (not including pawnshops and check cashing businesses).
- (2) Institutional uses, including:
 - a. Art studios.
 - b. Business schools.
 - c. Colleges and universities.
 - d. Dance studios.
 - e. Libraries and other public buildings.
 - f. Professional schools (including music/dance studios).
 - g. Technical schools.
 - h. Playgrounds, parks, and buildings open on a noncommercial basis for recreation only. Uses of this nature are exempt from being within a completely enclosed building.
- (3) Retail; sales, with a maximum floor area of 6,000 square feet, including:
 - a. Antique shops.
 - b. Apparel shops (offering new merchandise).
 - c. Appliance, radio and television sales outlets and services, including incidental repairing where all repair is conducted out of customers' view and is limited to 25 percent of the business's floor area (offering new merchandise).
 - d. Baking shops.
 - e. Book, card and stationary stores.
 - f. Computer sales and repairs (offering new or refurbished merchandise). These uses are subject to a finding by the city planning commission that the proposed method of establishment and operation would not adversely impact the use and enjoyment of surrounding properties nor negatively affect the character of the zone. For purposes of this subsection, refurbished shall mean merchandise intended for retail that has been tested

and certified by an authorized service center of the manufacturer or otherwise restored to like-new working condition and appearance and then re-packaged and labeled as a refurbished product. Such merchandise shall appear new and be free from all defects such as major scratches, dents or other forms of cosmetic damage.

- g. Florist shops.
 - h. Furniture stores (offering new merchandise).
 - i. Hobby shops (offering new merchandise).
 - j. Jewelry stores (offering new or used merchandise)
 - k. Opticians and optical stores.
 - l. Photography stores.
 - m. Printing shops.
- (4) Retail; drugstores, pharmacies and soda shops with a maximum floor area of 15,000 square feet.
 - (5) Retail; sales, with a maximum floor area of 20,000 square feet, including:
 - a. Department stores (offering new merchandise).
 - b. General merchandise stores (selling new merchandise).
 - c. Hardware stores.
 - d. Office supply stores.
 - (6) Retail; grocery stores with a minimum floor area of 30,000 square feet.
 - (7) Personal services, with a maximum floor area of 6,000 square feet, including:
 - a. Barbershops and beauty shops.
 - b. Data processing facilities.
 - c. Laundry and dry cleaning shops.
 - d. Tailor shops.
 - e. Travel agencies.
 - (8) Bed and breakfast inns without kitchens or cooking facilities in rooms used for guest occupancy.
 - (9) Restaurants or carry-out restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a stand-alone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.
 - (10) Theaters (with a maximum size of 8,000 square feet) which do not provide entertainment as defined in section 11-2-1 of this Code, including adult films, adult stage productions, adult videos or other adult entertainment performances.
 - (11) Customary accessory buildings and uses.
 - (12) Public, private and parochial schools operated for the purpose of instructing in elementary and high school general education subjects. In addition, other schools are allowed subject to a finding by the city planning commission that the proposed method of establishment and operation would not adversely impact the use and enjoyment of surrounding properties.

- (13) Churches and other places of worship.
- (14) Single-family detached dwellings, subject to the density restrictions in subsection (19) of this section.
- (15) Single-family attached dwellings with at least two units attached, but no more than 12 and subject to the density restrictions in subsection (23) of this section.
- (16) Group homes, subject to the restrictions in section 93-2-19.
- (17) Adult daycare facilities.
- (18) Combination of residential and business applications within a single structure, provided that each use must have a separate entrance directly accessible from the required sidewalk or within a jointly used lobby.
- (19) Bail bond offices, subject to section 93-2-23.
- (20) Check cashing businesses, subject to section 93-2-23.
- (21) Pawnshops, subject to section 93-2-23.
- (22) Private probation offices, subject to section 93-2-23.
- (23) Residential density limitations shall be as follows:
 - a. The maximum permitted residential density of a master planned development shall be 40 units per acre as calculated based on the sum of all residential uses and the total acreage of the project, including multiple parcels or city blocks, but not rail lines, public streets, or other areas not owned by the applicant;
 - b. The built residential density of individual parcels or blocks within a master planned development may be greater or less than 40 units per acre, provided the project's combined average maximum permitted residential density is not exceeded; and
 - c. Any changes to an approved site plan shall require approval of the city planning commission and shall be reviewed based on the geographic extent of the original approved site plan, shall not exceed maximum density requirements of the original application, and shall indicate all built or planned improvements.
- (24) Veterinarians and animal hospitals.

Sec. 93-11.2-5. - Conditional uses.

Specific uses may be permitted as conditional uses, provided conformance to the purpose and intent of the applicable code. Such uses are:

- (1) SIC Code 5261, lawn and garden supplies with a maximum floor area of 20,000 square feet, provided:
 - a. No outdoor storage of merchandise in the supplemental area.
 - b. Outdoor storage in the rear yard, only, is permitted, provided storage areas are completely screened.
- (2) SIC Code 5411, grocery stores and food stores with a floor area less than 30,000 square feet;
- (3) SIC Code 7011, hotels and motels;
- (4) SIC Code 7641, reupholstery and furniture repair with a maximum floor area of 6,000 square feet;

- (5) Laundry and dry cleaning shops with a maximum floor area of 6,000 square feet;
- (6) Parking lots (except for municipal parking lots benefiting the U-V zone); and
- (7) Kindergarten schools as defined under section 93-1-2, and the following facilities as defined herein:
 - a. "Day care center" or "center" means any place operated by a person, society, agency, corporation, institution or group wherein are received for pay for a group care, for fewer than 24 hours per day without transfer of legal custody, 19 or more children under 18 years of age.
 - b. "Group day care home" means any place operated by any person, partnership, association or corporation wherein are received for pay for group care not less than seven or more than 18 children under 18 years of age for less than 24 hours without transfer of legal custody.
 - c. "School-age group day care home" means a group daycare home, or part thereof with separate facilities and a separate license, which provides daytime care exclusively to school-age children before and/or after the normal school day. Such programs may operate a full-day program solely during the regular school year during those periods when school is not in session.
- (8) Spas. For the purpose of this section, a spa shall be defined as a business location where massages by certified masseurs, makeovers, body wrapping, hair removal, saunas, manicures, pedicures and non-surgical cosmetic procedures are performed. Any combination of at least three or more of the above listed uses shall occur in the location.
- (9) All multifamily uses shall be conditional uses in U-V zone. In addition to meeting the conditional use provisions, all multifamily uses in U-V shall comply with [subsection] 93-11.2-3(19).
- (10) Research and development facilities that meet the following criteria:
 - a. Facility does not emit or produce designated hazardous waste or hazardous waste as defined in O.C.G.A. § 12-8-62.
 - b. Facility cannot conduct outside research or development activities or storage units.
 - c. The conditional use permit will be issued for the specific business and specific parcel that has applied; all new or subsequent business will have to reapply.

Table 1 Dimensional Requirements City of Hapeville

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/ DU Square Feet	Floor Area/ DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	Max Unit Per Bldg Lot
R-1	Single-family detached	50	6,750	6,750	1,000	40	15	15	5	25	2½	35	2 DU	1
	Accessory structure(s)								5	5	2	25	2 DU	
UV	Single-family detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1.5 DU	1
	Accessory structure(s)								0	0	2	25		
	Single-family attached - duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family attached patio/town homes and live-work unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	1.
	Accessory structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	



Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

April 12, 2022 6:00 PM

MINUTES

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Larry Martin
Jeanne Rast
Cliff Thomas

1. Called to order at 6:06 p.m.

2. Roll Call

Brian Wismer, Chairman
Lucy Dolan, V. Chairman
G. Leah Davis - Teleconference
Larry Martin
Jeanne Rast
Cliff Thomas

3. Approval of Minutes

3.I. Minutes of March 8, 2022

Commissioner Davis asked to amend the minutes for item 5.3, 601 Coleman Street – Special Use Permit to include a question she asked regarding the applicants intended use of the facility.

MOTION ITEM: Leah Davis made a motion, Cliff Thomas seconded to approve the minutes of March 8, 2022 with noted corrections. Motion Carried 4-1; Jeanne Rast abstained.

4. Old Business

4.I. 3347 Myrtle Street

Final Plat Review

Background:

Don May requested final plat review to divide one parcel into two to form Parcel 1 (0.23 acres) and Parcel 2 (0.20 acres) for the property located at 3347 Myrtle Street, Parcel Identification Number 14-0098-0013-007-4. The property is zoned R-1, One Family Residential.

There are two existing sheds are in the rear in the rear setback and would require Board of Appeals approval. Furthermore, only one accessory building per lot is allowed.

Staff also recommends the Planning Commission grant the applicant a variance to allow the use of the existing pins.

Staff Recommendation

Planning has the following comments for the proposed subdivision:

1. Street address not shown for lot 2.
2. Location map should be provided.
3. Concrete monument placements should be provided.
4. Certification of ownership block should be provided.
5. Trees should be planted in accordance with the City standards.
6. The existing sidewalk should be shown on the plat.
7. The setbacks should be corrected (rear and side).

A variance will be required for the sheds encroaching in the setback. Only 1 shed is allowed per lot.

Staff also recommends the Planning Commission grant the applicant a variance to allow the use of the existing pins.

With the resolution of these items and barring any items required by the City Engineer, the final plat may be approved.

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to approve the final plat request for 3347 Myrtle Street subject to the conditions outlined in the Engineer's and Planner's reports and grant a variance to allow the use of the existing pins. Motion Carried: 5-0.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to recommend the Board of Appeals deny the variance request to allow two accessory structures on Tract 1.

Discussion:

Commissioner Martin commented that the Board of Appeals should consider public input and that the structures are existing. Commissioner Rast stated the existing accessory structures do not meet code and the subdivision process requires the properties are brought into compliance. Dr. Patterson explained the definition of legal nonconforming; however, any changes to the property, either by site plan or subdivision, must be brought into compliance with code or obtain a variance. Motion Carried: 4-1; Larry Martin opposed.

4.II. 3114 Sylvan Road

Site Plan Review

Background:

John Azar of Azar & Company and representative of Alex Grandoit requested a Conditional Use Permit to operate a luxury vehicle rental facility at 3114 Sylvan Road, Parcel Identification Number 14 0099-0004-127-0. The property is zoned C-2, General Commercial and is subject to the zoning regulations under Article 3.2, Section 93-3.2-6.

Automobile rental agencies are permitted as a Conditional Use within the C-2 Zoning District and are subject to the provisions of Article 3.2.

Sec. 93-3.2-5. - Special use permit procedures.

Mayor and council may in considering a special use permit following a public hearing impose reasonable conditions deemed necessary to the protection or benefit of owners of adjacent and nearby properties to ensure compatibility of the proposed development or use with surrounding uses. The decision of mayor and council concerning consideration of a special use shall be given to the applicant in writing, by certified U.S. mail to the address indicated in the application. Aggrieved applicants shall have 30 calendar days from the date of receipt of the notice in which to petition the superior court of Fulton County for writ of certiorari.

Sec. 93-3.2-6. - Special use permit criteria and standards.

- (a) *Special use permit criteria.* Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore, are not allowed "by right." The following standards shall be considered in evaluating the appropriateness of all proposed special uses of property:

- (1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;

The use of the property for a car rental agency would not adversely affect the public health, safety or general welfare of the surrounding area.

- (2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;

The lot may be sufficient to accommodate the car rental agency use, however, more detail is required to determine the capacity required - specifically the number of vehicles that would be available for rental. All vehicles must be parked in striped spaces, no stacking is allowed nor is parking in non-designated areas. Any cleaning of vehicles must occur in the garage. No service of vehicles beyond simple cleaning may be allowed. The applicant should clarify how cleaning of vehicles will be conducted (e.g., waterless, etc.).

- (3) Compatibility with adjacent properties and other land uses in the vicinity;

The surrounding properties are a long-term parking lot, a recently approved vehicle rental agency, and a long-term storage facility. The proposed use for car rental agency is compatible.

- (4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;

The applicant states there will be 50 cars available, however, no detail for hours or security have been provided. Since 2018 (previous luxury car rental operation was approved), there have been 21 filed police reports ranging from criminal trespass to stolen cars to code violations.

- (5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; and

No details regarding lighting, hours, sign placement or access to the property have been provided, thus no evaluation can be made. Note: Barbed wire or razor wire is not permitted in the City.

- (6) Conformance of the special use to other requirements of the ordinance.
See below regarding car rental agency standards.

(c) *Car rental agency standards.*

- (1) Car rental agencies may only be established on properties zoned C-2.

The subject tract is zoned C-2.

- (2) Only minor mechanical repairs shall be conducted on-site; no body work shall be performed in association with a car rental agency.

The Application states the location would be used for luxury vehicle rentals. Only minor mechanical repairs and routine cleaning of rental vehicles will be conducted on-site and they must be conducted within the building.

- (3) Perimeter landscaped areas abutting a public right of way shall be the lesser of ten percent of the linear feet of road frontage or 30 horizontal feet. Perimeter landscaping along the common boundary of any residential use shall have a minimum horizontal dimension of 30 feet. All perimeter landscaping shall conform to the landscaping requirements of the ordinance and evergreen tree and shrub species shall comprise one-half or more of the planting requirement.

A previous application included approval of limited perimeter landscaping. As the site was previously developed, there is not enough of a landscape strip to accommodate of the required perimeter landscaping and the four street trees required per Code. Based on the linear feet of road frontage (125'), the landscaped area abutting the Sylvan Street right-of-way should be no less than 12.5' in width. In order to meet this criteria, existing asphalt and subgrade would need to be removed to create a suitable planting area. A previous approval allowed for limited perimeter landscaping.

Staff Recommendation

While the use as proposed is consistent with the Conditional Use Permit requirements, the application is missing key information for complete analysis of the conditional use requirements, namely security concerns to avoid a nuisance. The applicant should provide additional information as outlined above regarding the intended use of the property prior to approval of this request.

Mr. Azar stated the rear parking area is striped to accommodate 47 vehicles. There is one handicap space in the front and four spaces for parking. The hours of operation will vary depending on flight schedules. The applicant will provide the hours of operation to staff. The

vehicles will be cleaned and serviced offsite. Security cameras and additional lighting will be installed to address security concerns.

Leah Davis asked if the fencing is screened? The applicant believed the fencing along the perimeter is screened. The fencing along the front of the property is not screened but will be replaced.

Mr. Grandoit stated the proposed hours of operation is 7 a.m. – 10 p.m. but may vary. Mr. Grandoit also stated the landscaping will be addressed to meet code.

Motion Item: Larry Martin made a motion, Lucy Dolan seconded to recommend Council approve the Conditional Use Permit request for 3114 Sylvan Road subject to the following conditions:

1. The applicant must provide a lighting plan.
2. The applicant must provide a landscape plan.
3. The applicant should work with staff to install an aesthetically pleasing fence.

Motion Carried: 5-0.

4.III. 3473 Harding Avenue

Site Plan Review

Background:

Erica Morgan on behalf of Cortney Newmans requested site plan review to construct a single-family dwelling at 3473 Harding Avenue, Parcel Identification Number 14-0098-0002-007-7. The property is zoned U-V, Urban Village and is subject to the Neighborhood Conservation Area section of the Architectural Design Standards.

The proposed 2,608-sf, 2-story Norfolk Style home will feature a rooftop terrace and an attached 2 car garage. The dwelling has a front porch and a front balcony.

Recommendation

- The Planning Commission may consider approval of the increased front setback from 15' to 21.76'.
- Planning Commission may consider approval of the 5' existing sidewalk (6' is required).
- A continuous wall, fence, hedge, or retaining wall between six and 30 inches in height should be included behind the sidewalk.
- Existing and proposed grades should be shown.
- Address all deficiencies from the arborist report.

In addition, the applicant should understand the building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards and significant changes may be required which could affect the site plan.

The applicant stated all comments have been addressed and the revised plans were submitted to staff for review.

Motion Item: Lucy Dolan made a motion, Cliff Thomas seconded to approve the site plan request for 3473 Harding Avenue subject to the conditions outlined in the Planner's report. Motion Carried: 5-0.

4.IV. 556 Oak Drive

Site Plan Review

Background:

Joseph A. Espinosa requested site plan review to construct a rear addition and front porch to an existing single-family dwelling located at 556 Oak Drive, Parcel Identification Number 14-0094-0002-023-8. The property is zoned R-SF, Residential Single Family and is subject to the Neighborhood Conservation Area section of the Architectural Design Standards.

The rear addition will include a master bedroom and bath suite, front porch, sunroom, and rear deck. The existing home is 1,421 SF. With the rear addition and rear deck (736 SF) and front porch (130 SF), the home will be 2,287 SF. The lot is shown to be .248 acres or 9,376 SF.

Mr. Espinosa commented regarding the two comments listed in the staff report.

Dr. Patterson stated the plan must reflect the west and front setback dimensions. The lot coverage calculations are also required.

Recommendation

Prior to approval, the Applicant must provide, and/or the site plan must be revised to address the following:

- o *Provide front setback and west setback dimensions.*
- o *Provide detailed lot coverage by type.*

In addition, the applicant should understand the building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards and changes may be required.

With resolution of these items, and any others the Planning Commission may deem necessary, approval of the site plan is recommended.

MOTION ITEM: Cliff Thomas made a motion, Lucy Dolan seconded to approve the site plan for 556 Oak Drive subject to the deficiencies outlined in the Planner's report.

Motion Carried: 5-0.

4.V. 325 Sunset Ave., 376 King Arnold St., and 3394 LaVista Drive Rezoning Request

Background:

Jim LaVallee of Epic Development and on behalf of Alex Popham requested approval to rezone three parcels located at 325 Sunset Avenue, 376 King Arnold Street, and 3394 LaVista Drive, Parcel Identification Numbers 14-0096-0006-014-1, 14-0096-0006-009-1, and 14-0066-0001-007-6 from U-V, Urban Village and R-1, One Family Residential to PUD, Planned Unit Development. The parcels are currently vacant.

Mr. LaVallee stated the new residential community would feature 25 single family homes that would front public or private streets. Each home would include a private exterior space and the common areas would be maintained by a Homeowners Association. Guest parking would be added to King Arnold Street. The development contemplates utilizing the abandoned street known as Arnold Street.

Findings:

According to the City of Hapeville Future Land Use Map, the properties are identified as Medium Intensity Mixed Use. Should the property be developed under the current zoning, the minimum lot size would make it difficult for development of single-family homes. The site would likely be developed as townhomes with up to 40 units per acre or commercial use. The desire for a lower intensity residential development transitioning between the multi-family on King Arnold/ N Central and the single-family residential neighborhood to the north. The rezoning allows for a desired lower residential density and more control for the site planning for the property to ensure a smooth transition between zoning districts.

The P-D (Planned Unit Development) zoning district requires a minimum 2-acre land assemblage. The proposed development is 1.47 acres. The applicant has submitted a variance request to the Board of Appeals to reduce the required acreage.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to recommend Council approves the request to rezone the parcels located at 325 Sunset Avenue, 376 King Arnold Street, 3394 LaVista Drive from R-1, One Family Residential and U-V, Urban Village to P-D, Planned Unit Development as requested and recommend the Board of Appeals grant the variance request to reduce the minimum required acreage for P-D.

Motion Carried: 5-0.

7. Next Meeting Date – Tuesday, May 10, 2022 at 6:00PM

8. Adjourn

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to adjourn the meeting at 7:45 p.m. **Motion Carried: 5-0.**

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary

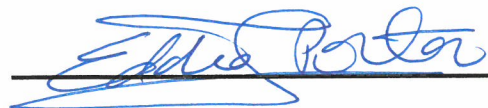


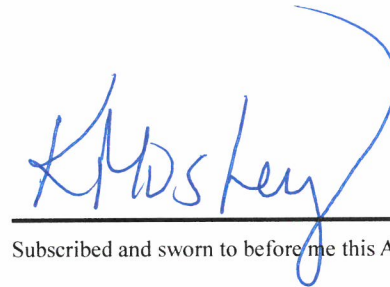
CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 04/19/2022.





Subscribed and sworn to before me this April 19, 2022



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, May 3, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Rezoning Request:

Rezoning requests for the properties located at 325 Sunset Avenue, 376 King Arnold Street and 3394 LaVista Drive on land lot 96 of the 14th District, City of Hapeville, Fulton County, Georgia, Parcel Identification Numbers 14-0096-0006-014-1, 14-0096-0006-009-1, 14-0066-0001-007-6 from U-V, Urban Village and R-1, One Family Detached to P-D, Planned Unit Development for the purpose of constructing single-family homes.

Applicant: Epic Development, Alex Popham

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on May 2, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000591881:4/19-1AS

**Georgia Recreation and Park Association – BOOST Program
2021 – 2022 MOU & Assurances for Contractors Receiving American
Rescue Plan Act (ESSER) Funds**

Georgia Recreation and Park Association, Inc.
Memorandum of Agreement (MOU) – SUMMER CONTRACTS

Georgia Recreation and Park Association, Inc. (hereinafter referred to as “**GRPA**”), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding (“**MOU**”) with City of Hapeville (hereinafter referred to as the “**Contractor**”) in the total amount of \$59,000 to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor’s local community
- Combat learning loss and meet students’ well-being, connectedness, and mental health needs
- Directly support learning acceleration and whole child approaches to positive youth development
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students’ comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged
- Expand access to serve more youth, with an emphasis on children who were most impacted by the pandemic
- Reduce barriers to participation to ensure access for all
- Increase programmatic quality and expand or enhance supports/services offered

As a condition of this MOU, the parties agree as follows:

1. *Use of Funds.*

The overall purpose of the services provided under this MOU is to support learning acceleration, connectedness, and well-being of Georgia’s students, utilizing a whole child approach. Funds will be expended only in accordance with this MOU and as specified as allowable in the GRPA RFP and/or in any approved budgets. Any changes in the implementation of the contracted services will require the prior written approval of GRPA and the Contractor.

2. *Contract Period, Invoicing & Payment.*

The contract period for this MOU June 1, 2022 – July 31, 2022 (“**Contract Period**”), subject to the terms contained in this MOU. The Contractor shall invoice GRPA no more frequently than monthly for services provided during the Contract Period. GRPA will pay the Contractor’s invoice within 30 days *with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process.*

3. *GRPA BOOST Project Administrator.* The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

4. *Reports.* The Contractor agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA to effectively administer the Program. Monthly reports shall include financial reporting for the period covered, narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be due July 31, 2022.

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GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. Accounts & Recordkeeping.

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for reimbursement. Books and records may be requested by GRPA or GRPA's grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program ~~for a period of at least () years after the Contract Period ends (or according to in accordance with~~ Georgia Secretary of State Record Retention Policies).

6. Assurances, Warranties, & Representations.

The Contractor named in this MOU is a recipient of federal ESSER funds in the GRPA BOOST Program, which utilizes relief funds provided by the American Rescue Plan Act. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. Failure to be in compliance with any aspect of the contract agreement, including these assurances, may result in the delay, reduction, or termination of said agreement and accompanying funds.

These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The Contractor hereby assures that it will comply with the following:

Assurances	
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor.
2.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
4.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
5.	The services will take place in a safe and easily accessible facility. It is the responsibility of the Contractor to ensure that it meets all requirements, including but not limited to, child-care licensing, occupancy, fire, water, and transportation of students.
6.	The services will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
7.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
8.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
9.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for Federal and state funds paid to the Contractor to perform its duties.
10.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other state or Federal officials.
11.	The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.

Commented [ADJ1]: Please define Subgrantee and whether the Agreement is assignable.

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12.	The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.
13.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of its Fidelity and Liability Insurance Policy and proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
14.	All invoices for service will be submitted in a timely manner as stipulated by the Subgrantee in the contract agreement.
15.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
16.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
17.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
18.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to BOOST Program.

Additionally, **all the** Contractors **agrees** to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. Allsubcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations including COVID-19 mitigation strategies, (e.g., mask wearing, social distancing, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer service is in operation. Teacher/Lead Caregivers must be at least 18 years of age and the assistant caregiver/aide may be 16 or 17 years of age; however, a director must be at least 21 years of age.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Staff-to-student ratios when students are in or on the water (over 2 feet deep) is one staff person to 6 students for students aged 4 years and older who cannot swim 15 yards unassisted and a 1:15 ratio for students aged 4 years and older who can swim a distance of 15 yards unassisted.
- Staff-to-student ratios when students are in or on the water (less than 2 feet deep) is one staff person to 20 students for students aged 5 years or a 1:25 ratio for students aged 6 years and older.

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- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
 - most of the children in a group are not accustomed to or are afraid of the water
 - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
 - the water facility is particularly crowded or
 - the children have special needs which impact on their ability to participate safely in the water-related activity.
- ~~The~~ Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly, and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

~~GRPA-Agency The~~ Contractor represents and warrants to GRPA, ~~Inc.-a. that This~~ 4his MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.

b. ~~GRPA-The~~ Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.

c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.

d. ~~GRPA-The c~~ Contractor ~~agencies~~ shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, ~~GRPA-The c~~ Contractor ~~agencies~~ hereby agrees to indemnify, defend, and hold harmless GRPA ~~Inc.-~~ from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest ~~and~~, penalties ~~and reasonable attorney's fees and expenses~~, that GRPA ~~Inc.-~~ may incur as a result of any negligent or willful acts or omissions of ~~GRPA-Agency-the Contractor~~ or any of its agents or employees.

7. No Lobbying.

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

8. Compliance. See above Assurances.

9. Additional Obligations of ~~GRPA-the~~ Contractor.

Commented [ADJ2]: List the name of the application.

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In consideration of the contractual funding herein, ~~the~~ CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

10. Miscellaneous.

- a. No failure to exercise, and no delay in exercising, on the part of GRPA, ~~Inc.~~, any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
- c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. ~~GRPA-The~~ Contractor understands that there is no commitment by ~~the GRPA, Inc.~~ to supply any further support for the Program. GRPA, ~~Inc.~~ considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
- e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

11. Standard Terms and Conditions. This MOU is subject to the above.

IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK
ASSOCIATION, INC

GRPA BOOST AGENCY CONTRACTOR:

[Organization Name:]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Georgia Department of Education Conflict of Interest and Disclosure Policy

Georgia's conflict of interest and disclosure policy is applicable to entities conducting business on behalf of and /or doing business with the Department and entities receiving a grant to implement a program and/or project approved by the State Board of Education. This policy is applicable for entities receiving state and/or Federal funds.

Questions regarding the Department's conflict of interest and disclosure policy should be directed to the program manager responsible for the contract, purchase order and/or grant.

I. Conflicts of Interest

It is the policy of the Georgia Department of Education (GaDOE) to avoid doing business with Applicants, subcontractors of Applicants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce, and to ensure that the award of grant Agreements is based upon fairness and merit.

a. Organizational Conflicts of Interest.

All grant applicants ("Applicants") shall provide a statement in their proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by the GaDOE, including but not limited to Local Education Agencies (LEAs), or with an organization whose interests may be substantially affected by GaDOE activities, and which is related to the work under this grant solicitation. The interest(s) in which conflict may occur shall include those of the Applicant, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's grant proposal. Key personnel shall include:

- any person owning more than 20% interest in the Applicant
 - the Applicant's corporate officers
 - board members
 - senior managers
 - any employee who is responsible for making a decision or taking an action on this grant application or any resulting Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- i. The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed Agreement can be accomplished in an impartial and objective manner.
 - ii. In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its grant application a statement certifying that to the best of its knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract.
 - iii. GaDOE will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant

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Conflict of Interest & Disclosure Policy

information known to GaDOE, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, GaDOE may:

1. Disqualify the Applicant, or
 2. Determine that it is otherwise in the best interest of GaDOE to make an award to the Applicant and include appropriate provisions to mitigate or avoid such conflict in the grant awarded.
- iv. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for an award. If nondisclosure or misrepresentation is discovered after award, the resulting grant Agreement may be terminated. If after award the Applicant discovers a conflict of interest with respect to the grant awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate the Agreement for convenience if GaDOE deems that termination is in the best interest of the GaDOE.

b. Employee Relationships

- i. The Applicant must provide the following information with its application and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former GaDOE employee subject to this clause:
 1. The names of all Subject Individuals who:
 - a. Participated in preparation of proposals for award; or
 - b. Are planned to be used during performance; or
 - c. Are used during performance; and
- ii. The names of all former GaDOE employees, retained by the Applicant who were employed by GaDOE during the two-year period immediately prior to the date of:
 1. The award; or
 2. Their retention by the Applicant; and
 3. The date on which the initial expression of interest in a future financial arrangement was discussed with the Applicant by any former GaDOE employee whose name is required to be provided by the contractor pursuant to subparagraph (ii); and
 4. The location where any Subject Individual or former GaDOE employee whose name is required to be provided by the Applicant pursuant to subparagraphs (i) and (ii), are expected to be assigned.
- iii. "Subject Individual" means a current GaDOE employee or a current GaDOE employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- iv. The Applicant must incorporate this clause into all subcontracts or consultant agreements awarded under this Agreement and must further require that each such

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subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

- v. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

c. **Remedies for Nondisclosure**

The following are possible remedies available to the GaDOE should an Applicant misrepresent or refuse to disclose or misrepresent any information required by this clause:

1. Termination of the Agreement.
2. Exclusion from subsequent GaDOE grant opportunities.
3. Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the grant agreement.

- d. **Annual Certification.** The Applicant must provide annually, based on the anniversary date of Agreement award, the following certification in writing to GaDOE. The annual certification must be submitted with the grantees annual end of year program report.

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The Applicant represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement and complete disclosure has been made.

[] No former GaDOE employee(s), current GaDOE employee, or Subject Individual(s) has been retained to work under the Agreement or subcontract or consultant agreement, and disclosure is not required.

II. **Disclosure of Conflict of Interest after Agreement Execution**

If after Agreement execution, Applicant discovers a conflict of interest which could not reasonably have been known prior to Agreement execution; an immediate and full disclosure shall be made in writing to GaDOE. The disclosure shall include a full description of the conflict, a description of the action the Applicant has taken, or proposes to take, to avoid or mitigate such conflict. GaDOE may, however, terminate this Agreement for convenience if GaDOE deems that termination is in the best interest of GaDOE.

III. **Incorporation of Clauses**

The Applicant must incorporate the clauses in paragraphs A, B, and C of this section into all subcontracts or consultant agreements awarded under this Agreement and must further require

Conflict of Interest & Disclosure Policy

that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this Agreement unless GaDOE determines otherwise.

Signature of Fiscal Agency Head (official sub-grant recipient)

Typed Name of Fiscal Agency Head and Position Title

Date

Signature of Applicant's Authorized Agency Head (required)

Typed Name of Applicant's Authorized Agency Head and Position Title

Date



NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA

COUNTY OF: Fulton

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:
City of Hapeville

(END USER)

700 Doug Davis Drive | Hapeville, GA 30354

(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	1	Included
Visual Court Management System (Unlimited User Licenses)	1	Included
Shield of Justice NCIC Court	1	Included
Online Payment Interface (Unlimited User Licenses)	1	Included

\$ 11.00 dollars per violation or \$ 1900.00 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 May 2022 to which witness our hands and seal of office.

Licensee

JusticeONE®

Signature:

Signature:

Print:

Print:

Title:

Title:

Date

Date:

Jonathan Sampson
Jonathan Sampson
Account Executive
04/29/2022

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

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 remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO 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. JSO shall have the right to terminate this license, with prior written notice of breach given to the Licensee, 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 JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings 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 JSO'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 JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO 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 JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO'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 JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO 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 JSO, 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 JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO 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 JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed with the exception of information required to be maintained by the Licensee as provided by State retention schedules. 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. Either party shall have the right to terminate this Agreement, by giving written notice of such termination to the other party. In the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within thirty (30) 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

JSO PROVIDES THE PROGRAM "AS IS". JSO 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. JSO 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 *

JSO will provide the Licensee with Such Special services or supplies reasonably requested or approved by the Licensee 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 Licensee and JSO agree upon the fee therefore, and that the Licensee approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Licensee agrees that JSO is an independent Contractor, and JSO agrees to Serve the Licensee upon the terms and conditions hereinafter stated. The parties agree that there is no employment relationship between the JSO, its agents, employees, and/or contractors and the City of Hapeville, Georgia whatsoever. JSO may not act as an agent for the City of Hapeville Georgia in any manner, and The City of Hapeville Georgia shall not act as an agent for JSO, its agents, employees, and/or contractors.

9. SERVICE PERIOD

This agreement shall commence May 1, 2022 and shall expire on April 30, 2023. Licensee shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Licensee elects to continue to receive services from JSO, in writing, this Agreement shall automatically renew for an equal term, unless the Licensee informs JSO in writing ninety (90) days prior to the Agreement Expiration Date, of its intent to terminate the Agreement. 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 ninety (90) days prior to the Expiration Date, the Licensee shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Licensee's data files retained by JSO pursuant to this Agreement, to another data format that the Licensee desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Licensee.

11. AUTHORIZATION

The City of Hapeville's City Manager ("City Manager") of the Licensee certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the Licensee, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the it is the intent of the parties that this agreement complies with all laws, rules and regulations as well as any local government rules that govern governmental contracts for goods and services. The parties have consulted their respective legal counsels and it is the opinion of legal counsel that this Agreement meets the standards for governmental contracts in the State of Georgia.

12. DUTIES

During the period or periods of this Agreement hereunder, JSO shall provide data processing services to the Licensee and its various departments. JSO agrees to provide any necessary training to the Licensee's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Licensee will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Licensee 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 Licensee shall be governed this Agreement.

13. DATA FILES

The Licensee's data files and the data contained therein shall be and remain the Licensees property and all the existing data and data files shall be returned to it by JSO at the expiration of this agreement or upon earlier termination of this Agreement so long as there is no violation of state laws that govern document retention and Public record production by the City of Hapeville Georgia. The Licensee's data shall not be utilized by JSO for any purpose other than that of rendering services to the Licensee under this Agreement, nor shall the Licensee's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents. JSO further agrees to abide by State Retention Policies, especially with regards to financial records, information, and data.

14. COMPENSATION AND TERMINATION *

Commencing 1 May 2022, the Licensee shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 11.00 per paid violation or a minimum monthly amount of \$ 1900.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Licensee 12-month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon prior notification and approval by Mayor and Council. The Licensee will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Licensee shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by Licensee hereunder JSO shall notify the Licensee in writing of the facts constituting default. If the Licensee shall not cause such default to be remedied within thirty (30) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support. Similarly, if JSO shall default in the provision of this Agreement, Licensee shall have the right to give written notice of termination of the facts constituting default. If said default is not cured by JSO within thirty (30) days after receipt of such written notice, Licensee shall have the right to terminate this Agreement with no further financial obligation to JSO.

15. DATA SHARING

If used the Licensee consents and agrees to Courtware's collection and use of all public law enforcement and court data provided by Licensee to Courtware, including but not limited to the Shared Data. JSO further agrees to abide by State laws pertaining to confidential criminal records and data. Although the Licensee 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, Licensee 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.

Licensee acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. reasonably Licensee and JSO acknowledge 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.

Licensee agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware.

Licensee and JSO agree 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 Licensee to Courtware, including but not limited to the Shared Data.

Licensee and JSO agree that the parties will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Licensee 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 Licensee, whether electronically, in paper format, or otherwise, any of the Shared Data that Licensee receives from Courtware, unless prior written consent is given by Courtware. Licensee 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 Licensee immediately upon ceasing to be an employee of or under contract with Licensee.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party as allowable by state laws. Other than JSO'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 JSO to Licensee, 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 Licensee, and cannot be used by JSO's existing customer base.

BRANNEN MOTOR COMPANY



City of Hapeville

Fleet Proposal

	2022 Ford Ecoboost Interceptor Utility	\$37,800.00
Equipped with:	Whelen Legacy light bar (14 LEDs, take-downs & alleys)	
	Whelen Vertex four corner LEDs	
	Whelen Dominator 8 LED bar inside top of rear glass	
	Wig-wags on headlights	
	GoRhino push bumper w/heavy duty wraparounds	
	Whelen TLIB LEDs on push bumper (x2 forward & x2 side mount)	
	Whelen 295SLS A6 siren/switches	
	Whelen SA315P - 100 watt speaker	
	Havis Shield console w/cupholders, adj, arm rest & 3-way outlet	
	Havis Shield computer stand w/universal laptop mount	
	Setina transport cage w/slider window and lower extension	
	Expanded metal mesh screen behind rear seat (cargo barrier)	
	Total for vehicle with listed equipment installed=	\$49,941.00

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Billing Address:
HAPEVILLE POLICE DEPT, CITY
OF
3468 N FULTON AVE
HAPEVILLE, GA 30354
US

Quote Date:04/05/2022
Expiration Date:07/04/2022
Quote Created By:
Shelley Abe
Motorola Manufacturers Rep
shelley.abe@bearcom.com
4707200052

End Customer:
HAPEVILLE POLICE DEPT, CITY OF
Kemal Oze
kozee@hapeville.org
+14046694674

Contract: NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced						
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	3	\$2,036.00	\$1,486.28	\$4,458.84
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	3	\$145.00	\$145.00	\$435.00
1b	GA00580AA	ADD: TDMA OPERATION	3	\$495.00	\$361.35	\$1,084.05
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	3	\$327.00	\$238.71	\$716.13
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	3	\$1,727.00	\$1,260.71	\$3,782.13
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	3	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3	\$66.00	\$48.18	\$144.54
1g	G843AH	ADD: AES ENCRYPTION AND ADP	3	\$523.00	\$381.79	\$1,145.37
1h	GA00804AA	ADD: APX O2 CH (GREY)	3	\$541.00	\$394.93	\$1,184.79
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	3	\$79.00	\$57.67	\$173.01
1k	W969BG	ADD: MULTIKEY OPERATION	3	\$363.00	\$264.99	\$794.97
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	3	\$47.00	\$34.31	\$102.93
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	3	\$85.00	\$85.00	\$255.00
3	LSV00Q00203A	DEVICE INSTALLATION	3	\$250.00	\$250.00	\$750.00
Grand Total				\$15,026.76(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Department	License Plate	State	Vehicle Description	Indicate Card Type FO = Fuel Only	VIN Number	Vehicle ID UNIT #)	MDU#	Officer
8 character limit	10 character limit	aracter l	17 character limit		17 character limit	17 character limit		
PLEASE USE ALL CAPS. Limit punctuation marks to the following: / - x & '								
POLICE	GV16322	GA	06 FORD CROWN VIC	FO	2FAFP71W26X148846	304		130,000 Miles
POLICE	GV16321	GA	06 FORD CROWN VIC	FO	2FAFP71W06X148845	303		N/A
POLICE	GV21242	GA	99 FORD CROWN VIC	FO	2FAFP71W5XX239756	209		196,101 Miles
POLICE	GV20340	GA	99 FORD CROWN VIC	FO	2FAFP71WXXX239753	212		164,165 Miles
POLICE	GV21240	GA	99 FORD CROWN VIC	FO	2FAFP71W0XX126765	205		136,115 Miles
POLICE	GV21241	GA	00 FORD CROWN VIC	FO	2FAFP71W43X156281	208		120,000 Miles
POLICE	130945	GA	98 FORD CROWN VIC	FO	2FAFP71W0WX174085	203		155,221 miles
POLICE	GV16324	GA	06 FORD CROWN VIC	FO	2FAFP71W66X148848	302		N/A
POLICE	GV20386	GA	03 FORD CROWN VIC	FO	2FAHP71W63X153116	225		196,927 miles
POLICE	GV21246	GA	01 FORD CROWN VIC	FO	2FAFP71W11X125308	214		178,605 miles

Department	License Plate	State	Vehicle Description	Indicate Card Type FO = Fuel Only	VIN Number	Vehicle ID UNIT #)
POLICE	130945	GA	98 FORD CROWN VIC	FO	2FAFP71W0WX174085	203
POLICE	13906	GA	98 FORD CROWN VIC	FO	2FAFP71W0WX103498	221
POLICE	130907	GA	98 FORD CROWN VIC	FO	2FAFP71W3WX123664	224
POLICE	130908	GA	98 FORD E250 VAN	FO	1FTNE24L5WHB42569	229 TRANSPORT
POLICE	GV21242	GA	99 FORD CROWN VIC	FO	2FAFP71W5XX239756	209
POLICE	GV20340	GA	99 FORD CROWN VIC	FO	2FAFP71WXXX239753	212
POLICE	GV21240	GA	99 FORD CROWN VIC	FO	2FAFP71W0XX126765	205
POLICE	GV20374	GA	99 FORD CROWN VIC	FO	2FAFP71W7XX117187	401 CODE
POLICE	GV21241	GA	00 FORD CROWN VIC	FO	2FAFP71W43X156281	208
POLICE	GV21246	GA	01 FORD CROWN VIC	FO	2FAFP71W11X125308	214
POLICE	GV20386	GA	03 FORD CROWN VIC	FO	2FAHP71W63X153116	225
POLICE	BZD1996	GA	03 FORD EXPLORER	FO	1FMZU62X23UA19722	219 CID EXPLORER
POLICE	2011ANF	GA	04 CHEVY TRLBLZER	CC	1GNDS13S842267953	230 TRAILBLAZER
POLICE	GV15105	GA	04 FORD EXPLORER	FO	2FMZU64K94UC09208	217 CRIME SCENE
POLICE		GA	05 FORD CROWN VIC		2FAFP71W75X138957	211
POLICE	GV16322	GA	06 FORD CROWN VIC	FO	2FAFP71W26X148846	304
POLICE	GV16321	GA	06 FORD CROWN VIC	FO	2FAFP71W06X148845	303
POLICE	GV16325	GA	06 FORD CROWN VIC	FO	2FAFP71W86X148849	305
POLICE	GV16324	GA	06 FORD CROWN VIC	FO	2FAFP71W66X148848	302
POLICE		GA	08 FORD CROWN VIC		2FAFP71V18X141378	213
PLOICE			08 FORD CROWN VIC		2FAFP71V48X141374	210
POLICE	GV19266	GA	09 FORD F250	FO	1FDNF20539EA79218	402 DOG
POLICE	GV4050B	GA	11 FORD CROWN VIC	FO	2FAFP71W17X101292	207
POLICE	GV4048B	GA	11 FORD CROWN VIC	FO	2FAFP71W05X138959	201
POLICE	GV4053B	GA	11 FORD CROWN VIC	FO	2FABP7BV3BX134629	206
POLICE	GV4050B	GA	11 FORD CROWN VIC	FO	2FABP7BV1BX134631	204
POLICE	GV4049B	GA	11 FORD CROWN VIC	FO	2FABP7BVXBX134630	202
POLICE	BZD2095	GA	12 FORD FUSION	FO	3FAHP0HG7CR145501	251
POLICE	GV5820B	GA	12 FORD FUSION	CC	3FAHP0HG9CR145502	252
POLICE	BZD2007	GA	12 FORD FUSION	FO	3FAHP0HG5CR145500	250
POLICE	GV2374D	GA	13 DODGE CHARGER	FO	2C3CDXATXDH670566	566
POLICE	GV23737D	GA	13 DODGE CHARGER	FO	2C3CDXAT1DH670567	567
POLICE	GV1315D	GA	13 DODGE CHARGER	FO	2C3CDXAT8DH670565	565
POLICE	GV2338E	GA	16 DODGE CHARGER	FO	2C3CDXAT2GH286303	568
POLICE	GV2337E	GA	16 DODGE CHARGER	FO	2C3CDXAT4GH286304	569
POLICE	GV2336E	GA	16 DODGE CHARGER	CC	2C3CDXAT6GH286305	570
POLICE	GV16323	GA	16 FORD CROWN VIC	FO	2FAFP71W46X148847	301
POLICE		GA	18 Dodge Charger	CC	2C3CDXAT7JH193414	101
POLICE		GA	18 Dodge Charger	CC	2C3CDXAT5JH193413	102
POLICE			20 Dodge Durango		1C4SDJFT9LC381595	307
POLICE			20 Dodge Durango		1C4SDJFT7LC368005	308
POLICE			20 Dodge Durango		1C4SDJFT8LC346160	309

HUMAN RESOURCES DEPARTMENT

Job Title:
Human Resources/Payroll Coordinator

Department:
Human Resources

Reports to:
Human Resources Manager

Effective Date:
TBD

Job Summary:

The Human Resources/Payroll Coordinator aids with facilitation of all human resource processes, oversees the organizations payroll functions, ensuring pay is processed on time, accurately, and in compliance with government regulations. This role provides administrative support to the human resource function as needed, including record-keeping, file maintenance and HRIS entry.

Supervisory Responsibilities:

- None.

Duties/Responsibilities:

- Administers health and welfare plans, including enrollments, changes and terminations. Processes required documents through payroll and insurance providers to ensure accurate record-keeping and proper deductions.
- Performs customer service functions by answering employee requests and questions.
- Completes Forms I-9, verifies I-9 documentation and maintains I-9 files.
- Submits online investigation requests.
- Reconciles benefits statements.
- Conducts audits of payroll, benefits or other HR programs and recommends corrective action.
- Assists with processing of terminations.
- Assists with the preparation of the performance review process.
- Assists with recruitment and interview process. Tracks status of candidates in HRIS.
- Makes photocopies; mails, scans and emails documents; and performs other clerical functions.
- Files documents into appropriate employee files.
- Assists or prepares correspondence as requested.
- Prepares new-employee files.
- In conjunction with HR Manager, implements, maintains, and reviews payroll processing systems to ensure timely and accurate processing of payroll transactions including salaries, benefits, garnishments, taxes, and other deductions.
- Ensures accurate and timely processing of payroll updates including new hires, terminations, and changes to pay rates.
- Prepares and maintains accurate records and reports of payroll transactions.

- Ensures compliance with federal, state, and local payroll, wage, and hour laws and best practices.
- Facilitates audits by providing records and documentation to auditors.
- Identifies and recommends updates to payroll processing software, systems, and procedures.
- Acts as a back up to City Clerk at Council meetings when Clerk is out of office.
- Takes minutes at said meetings and provides them to the City Clerk for transcription.
- Answers incoming calls to the city in a timely and professional manner.
- Transfer calls to appropriate departments
- Processes mail.
- Performs other related duties as assigned.

Required Skills/Abilities:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Working understanding of human resource principles, practices and procedures.
- Excellent time management skills with a proven ability to meet deadlines.
- Ability to function well in a high-paced and at times stressful environment.
- Knowledge of the payroll function including preparation, balancing, internal control, and payroll taxes.
- Proficient with payroll software.
- Proficient with Microsoft Office Suite or related software.

Education and Experience:

- Bachelor's degree in related field and/or equivalent experience.
- Minimum three to five years related experience required.

Physical Requirements:

- Prolonged periods of sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.

Human Resources

FY 2021-2022 Organizational Chart

Human Resources Manager
Stacie Johnston

Human Resources/Payroll
Coordinator
Vacant

Recommended Salary Grade 68

Minimum \$40,593.92 Midpoint \$52,092.07 Maximum \$64,160.25

DOE Recommended Starting Salary - \$22.83-\$25.05/hour

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022 between the City of Hapeville, Georgia, a municipal corporation incorporated under the laws of Georgia, hereinafter referred to as “the City” and Three Points Planning, an economic development and municipal planning firm, hereinafter referred to as “the Consultant”.

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

Scope and Term of Agreement:

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional services to the City as hereinafter set forth for a period of twelve (12) months beginning on the ____ day of ____, 2022, and ending the ____ of ____, 2023, with an automatic annual renewal. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration, and community development by the Consultant's team, provided, however, that the Consultant's staff resources shall be available as requested by the City.

The Consultant agrees to provide the following professional services to the planning program of the City, as each service is requested by the City Manager, during the term of this agreement:

- a) Zoning application, conditional use permit, subdivision, and site plan review services;
- b) Variance and appeals application review services;
- c) Architectural standards review services;
- d) Comprehensive Plan updates, including Short Term Work Program (STWP) project development;
- e) Periodic updates to the Zoning Ordinance, Zoning Map, and other ordinances;
- f) Recommendations concerning land use and zoning, including annexation;
- g) Sign permit application review services;
- h) Occupational tax permit review services;
- i) Alcohol license review services;
- j) Grant writing;
- k) General planning services, and
- l) The Consultant agrees to attend public meetings as needed, site visits, and attend work sessions with the City Manager during each calendar year of execution and renewal, if renewed, of the planning program of the City.

The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis, flat fee or by negotiation and mutual agreement.

2.

Compensation:

For such services listed in Paragraph 1, above, to be performed by the Consultant, the City agrees to pay the Consultant the following hourly rates:

One hundred and fifteen dollars (\$115) per hour – Director

Ninety-five (\$95) per hour – Senior Planner

Eighty dollars (\$80) per hour – Planner

Fifty dollars (\$50) per hour – Administrative Support

3.

Termination:

- (a) Notwithstanding any provision of this Agreement, each party reserves the right to terminate this Agreement, without cause, by giving a minimum of sixty (60) days written notice.
- (b) If this Agreement is terminated by the City for convenience, Consultant shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Consultant within ten (10) days of the date of termination, with the exception of any costs incurred by the Consultant in removal of any equipment owned by Consultant from premises owned by the City, which costs shall be borne by the City in the event of termination for convenience.

4.

Termination of Services and Return of Property

Upon expiration or earlier termination of this Agreement, the Consultant shall deliver promptly to the City all property relating to the services that is owned by the City.

5.

Standard of Performance

Consultant warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the services required by this Agreement.

6.

Assignment and Subcontracting:

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

7.

Conflicts of Interest

Consultant warrants and represents that:

- (a) The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- (c) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The Parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder.

8.

Proprietary Information

Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant agrees not to disclose, directly or indirectly, to anyone or to use or allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of the Consultant under this Paragraph shall survive the termination of this Agreement.

9.

Waiver of Breach:

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

Miscellaneous provisions:

- a) It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.
- b) The Consultant represents that it has paid occupation tax in the City or provided evidence that it is otherwise exempt.
- c) Upon execution of this Agreement, the Consultant will provide a copy of its Workers' Compensation certificate to the City or evidence that it is otherwise exempt.
- d) Upon execution of this Agreement, the Consultant will provide proof that it maintains or carries in-force Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). This insurance policy shall also designate the City as an additional insured. This insurance is non-cancelable during the duration of this Agreement. Cancellation of this insurance will be considered a material breach of this Agreement.
- e) The Consultant shall furnish the City with evidence that it is insured against professional errors and omissions in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall further provide to the City a certificate from its insurer that said insurance will not be diminished, canceled, or terminated absent sixty (60) days advance written notice to the City by registered mail. Said insurance shall be provided by an insurance company authorized to do business in the State of Georgia and said insurance shall remain in effect for a period of three (3) years after termination of this Agreement.
- f) This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City under this Agreement.
- g) The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal term.
- h) This Agreement in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.
- i) Determination of satisfactory performance of the terms of this Agreement rests in the sole reasonable discretion of the supervisory personnel selected by the City.
- j) The Consultant acknowledges that it is solely an independent contractor and the Consultant is not an employee of the City and is not entitled to any employment rights or benefits from the City. Because of the Consultant's independent contractor status, no tax withholding shall be made from the payments contemplated by Section 3 hereof. The Consultant agrees to indemnify the City for any tax liabilities or penalties it may incur by reason of the Consultant's performance hereunder. If the Consultant shall be deemed to be an employee of the City for any purpose, the Consultant shall indemnify and hold the City harmless from and against any and all liabilities, costs, and expenses that the City may incur by reason thereof, including, but not limited to, attorney's fees and penalties.
- k) Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Consultant for the purposes of all Workers' Compensation and insurance claims. The City reserves the right to superintend the

performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement should be deemed to obligate the City under the Workers' Compensation Act to insure the Consultant's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement on behalf of the Consultant.

- l) This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- m) Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- n) Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the City from acquiring similar, equal or like services from other entities or sources.
- o) The Consultant agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) arising out of the Consultant's work under this Agreement and/or the Consultant's failure to comply with the terms set forth in this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any claims by employees, aides, staff, or helpers of the Consultant or any person who performs any services for the Consultant under this Agreement in connection with the work performed under this Agreement.
- p) The Consultant agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) that may be sustained by reason of the failure of the Consultant or its employee(s), agent(s), aide(s), staff, or helper(s) or any person who performs any services for the Consultant under this Agreement to comply with any laws, ordinances, regulations, and codes.
- q) The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.
- r) Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to the Consultant:
Three Points Planning, Inc.
2376 Sagamore Hills Drive
Decatur, GA
Attn: Lynn Patterson

As to the City:
City of Hapeville, Georgia
3648 N. Fulton Avenue
Hapeville, Georgia 30354
Attn: City Manager

Smith, Welch, Webb & White, LLC
P.O. Box 10
2200 Keys Ferry Court
McDonough, Georgia 30253
Attn: Andrew J. "Andy" Welch, III

- s) The captions used in this Agreement are inserted for convenience only and shall not constitute part hereof.
- t) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. The venue for any legal action to enforce this Agreement shall be in the Superior Court of Fulton County, Georgia.
- u) If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and the Consultant, acting by and through its Principal have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF HAPEVILLE

Alan Hallman, Mayor

ATTEST

Three Points Planning

Sharee Steed, City Clerk

Lynn M. Patterson, Principal

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 5th day of November, 2019 between the City of Hapeville, Georgia, a municipal corporation incorporated under the laws of Georgia, hereinafter referred to as "the City," and B+C Studio, a landscape architecture and planning firm, hereinafter referred to as "the Consultant".

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

Scope and Term of Agreement:

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional services to the City as hereinafter set forth for a period of twelve (12) months beginning on the 15 day of November, 2019, and ending the 13th of November, 2020, with an automatic annual renewal for a term of twelve (12) months. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration, and community development by the Consultant's team, provided, however, that the Consultant's staff resources shall be available as requested by the City.

The Consultant agrees to provide the following professional services to the planning program of the City, as each service is requested by the City Manager, during the term of this agreement:

- a) Zoning application, conditional use permit and site plan review services;
- b) Variance and appeals application review services;
- c) Architectural standards review services;
- d) Comprehensive Plan updates, including Short Term Work Program (STWP) project development;
- e) Periodic updates to the Zoning Ordinance, Zoning Map and other ordinances;
- f) Recommendations concerning land use and zoning, including annexation;
- g) Sign permit application reviews services;
- h) Occupational tax permit review services;
- i) Alcohol license review services;
- j) Grant writing;
- k) General planning services, and
- l) The Consultant agrees to attend public meetings as needed, site visits, and attend work sessions with the City Manager per month during each calendar year of execution and renewal, if renewed, of the planning program of the City.

The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis, flat fee or by negotiation and mutual agreement.

2.

Compensation:

For such services performed by the Consultant listed in Paragraph 1 above, , the City agrees to pay the Consultant the following hourly rates:

One hundred and fifteen dollars (\$115.00) per hour – Director

Ninety-five (\$95.00) per hour – Senior Planner

Eighty dollars (\$80.00) per hour – Planner

Fifty dollars (\$50.00) per hour – Administrative Support

3.

Termination:

- (a) Notwithstanding any provision of this Agreement, each party reserves the right to terminate this contract, without cause, by giving a minimum of sixty (60) days written notice.
- (b) If this Agreement is terminated by the City for convenience, Consultant shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Consultant within ten (10) days of the date of termination, with the exception of any costs incurred by the Consultant in removal of any equipment owned by Consultant from premises owned by the City, which costs shall be borne by the City in the event of termination for convenience by the City.

4.

Termination of Services and Return of Property

Upon expiration or earlier termination of this Agreement, the Consultant shall deliver promptly to the City all property relating to the services that are owned by the City.

5.

Standard of Performance

Consultant warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the services required by this Agreement.

6.

Assignment and Subcontracting:

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

7.

Conflicts of Interest

Consultant warrants and represents that:

- (a) The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- (c) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The Parties agree that Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder.

8.

Proprietary Information

Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant and its agents or employees agree not to disclose, directly or indirectly, to anyone or to use or allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of the Consultant under this Paragraph shall survive the termination of this Agreement.

9.

Waiver of Breach:

The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same

or other provision thereof.

10.

Miscellaneous provisions:

- a) It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.
- b) The Consultant represents that it has paid occupation tax in the City or provided evidence that it is otherwise exempt.
- c) Upon execution of this Agreement, the Consultant will provide a copy of its Workers' Compensation certificate to the City or evidence that it is otherwise exempt.
- d) Upon execution of this Agreement, the Consultant will provide proof that it maintains or carries in-force Liability Insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). This insurance policy shall also designate the City as an additional insured. This insurance is non-cancelable during the duration of this Agreement. Cancellation of this insurance will be considered a material breach of this Agreement.
- e) The Consultant shall furnish the City with evidence that it is insured against professional errors and omissions in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall further provide to the City a certificate from its insurer that said insurance will not be diminished, canceled, or terminated absent sixty (60) days' advance written notice to the City by registered mail. Said insurance shall be provided by an insurance company authorized to do business in the State of Georgia and said insurance shall remain in effect for a period of three (3) years after termination of this Agreement.
- f) This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the City under this Agreement.
- g) The Agreement obligates the City only for sums payable during the calendar year of execution, or in the event of a renewal by the City, for the sums payable for the individual calendar year renewal term.
- h) This Agreement in no way is deemed to create a debt incurred by the City for the payment of any sum beyond the calendar year of execution or, in the event of a renewal, beyond the calendar year of such renewal.
- i) Determination of satisfactory performance of the terms of this Agreement rests in the sole reasonable discretion of the supervisory personnel selected by the City.
- j) The Consultant acknowledges that it is solely an independent contractor and the Consultant is not an employee of the City and is not entitled to any employment rights or benefits from the City. Because of the Consultant's independent contractor status, no tax withholding shall be made from the Payments contemplated by Section 3 hereof. The Consultant agrees to indemnify the City for any tax liabilities or penalties it may incur by reason of the Consultant's performance hereunder. If the Consultant shall be deemed to be an employee of the City for any purpose, the Consultant shall indemnify and hold the City harmless from and against any and all liabilities, costs, and expenses that the City may incur by reason thereof, including, but not limited to, attorney's fees and penalties.

- k) Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Consultant for the purposes of all Workers' Compensation and insurance claims. The City reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement should be deemed to obligate the City under the Workers' Compensation Act to insure the Consultant's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement on behalf of the Consultant.
- l) This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, or attempted waiver of any of the provisions hereof shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- m) Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City.
- n) Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the City from acquiring similar, equal or like services from other entities or sources.
- o) The Consultant agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) arising out of the Consultant's work under this Agreement and/or the Consultant failure to comply with the terms set forth in this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees, from and against any claims by employees, aides, staff, or helpers of the Consultant or any person who performs any services for the Consultant under this Agreement in connection with the work performed under this Agreement.
- p) The Consultant agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in the performance of its obligations under this Agreement. The Consultant further agrees to indemnify, hold harmless, and defend the City, its officers, boards, commissions, and employees from and against any liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorney's fees and costs of litigation defense and/or settlement) that may be sustained by reason of the failure of the Consultant or its employee(s), agent(s), aide(s), staff, or helper(s) or any person who performs any services for the Consultant under this Agreement to comply with any laws, ordinances, regulations, and codes.
- q) The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be

included in the affidavit.

- r) Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to the Consultant:

B+C Studio
1320 Ellsworth Industrial Blvd
Suite a1400
Atlanta, GA 30318
Attn: Joel Bowman

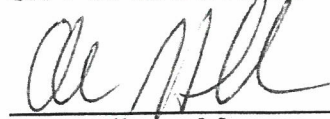
As to the City:

City of Hapeville, Georgia
3648 N. Fulton Avenue
Hapeville, Georgia 30354
Attn: City Manager

- s) The captions used in this Agreement are inserted for convenience only and shall not constitute part hereof.
- t) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. The venue for any legal action to enforce this Agreement shall be in the Superior Court of Fulton County, Georgia.
- u) If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and the Consultant, acting by and through its President have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

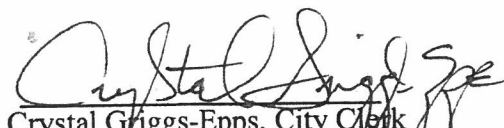
CITY OF HAPEVILLE



Alan Hallman, Mayor

ATTEST

B+C STUDIO



Crystal Griggs-Epps, City Clerk

Joel Bowman, President

Mayor and Council Session

700 Doug Davis Drive
Hapeville, GA 30354

February 4, 2020 6:00PM

MINUTES

1. Call to Order: Mayor Hallman called the Council Session to order at 6:03pm at 700 Doug Davis Drive, Hapeville, GA 30354.

2. Roll Call:

Mayor Alan Hallman
Alderman Mike Rast
Councilman at Large Travis Horsley
Councilman Ward I Mark Adams
Councilman Ward II Chloe Alexander

3. Welcome

4. Pledge of Allegiance

5. Invocation was given by Ellen Surber-Simpson

6. PRESENTATION

6.I Proclamation Recognizing First Responders' Appreciation Day in Hapeville, GA
Mayor Hallman read the proclamation.

7. Questions on Agenda Items: none

8. CONSENT AGENDA

8.I Approval of Minutes – January 7 and 21, 2020

8.II Approval of Executive Session Minutes – January 7 and 21, 2020

8.III Consideration and Action on MOM Foundation's Request to Use Jess Lucas Y-Teen Park on August 1, 2020 from 7:00AM-2:00PM for a Walk-A-Thon

8.IV Consideration and Action on the James M. & Erma T. Freemont Foundation's Request to Use Jess Lucas Park on September 26, 2020 from 6:00AM-2:00PM for their 7th Annual Represent Yourself 5K

8.V Consideration and Action on Resolution to Support Efforts to Make Hapeville Elementary a K-8 Facility

MOTION: Alderman Rast made a motion to approve the consent agenda, Councilman Adams seconded. Motion carried 4-0.

9. OLD BUSINESS –

9.I Discussion and Staff Recommendations on Speed Table Locations

Alderman Rast said he preferred the idea to move ahead with stop signs. City Manager, Tim Young said

February 4, 2020 Mayor and Council Session

he would pull data to see how speed tables are affecting response times. Councilman Adams asked could standards be at the next meeting. He added that standards would help streamline the process. Mayor Hallman recommended no parking on both sides of King Arnold and can go back and re-visit. Mr. Young confirmed that he would bring back at the next meeting for action and standard recommendations.

9.II Consideration and Action on Three (3) Police Vehicles in the Amount of \$182,313.93

Councilman Horsley recused himself due to his full-time employment with the state. Mr. Young said that we weren't fast enough for the lower price vehicles and that he recommended approving.

MOTION: Alderman Rast made a motion to approve, Councilman Alexander seconded. Motion carried 3-0-1 (Horsley abstained).

10. NEW BUSINESS

10.I Consideration on Budget Amendment for FY2019-2020 – 1st Reading

MOTION: Councilman Horsley made a motion to waive the first reading, Alderman Rast seconded. Motion carried 4-0.

Councilman Horsley asked about the firetruck and additional revenue and carry over. Councilman Adams asked how did we omit line items. Alderman Rast said he appreciated all the work in the packet and that they are receiving it on a regular basis which helps when communicating with citizens. Councilman Adams asked about other professional services and what falls under the category. Councilman Alexander mentioned that a lot of items are at 50%. Mr. Young explained that some of the budget line items may not hit until the end of the year.

MOTION: Councilman Adams made a motion to approve the amendment, Alderman Rast seconded. Motion carried 4-0.

10.II Consideration and Action on the Amended Public Facilities Act

City Attorney, Mrs. Patel stated that Mayor and Council had already approved the Authority; however, some changes were made. Mrs. Patel said that once it is approved, it will be sent to the gold dome.

MOTION: Councilman Horsley made a motion to approve the amended Public Facilities Act, Councilman Adams seconded. Motion carried 4-0.

10.III Consideration and Action on Purchase Card Vendor – Bank OZK

MOTION: Councilman Adams made a motion to approve the purchase card vendor, Bank OZK, Alderman Rast seconded. Discussion: Councilman Horsley stated there are points and rebates you can get back. Mayor Hallman mentioned the tracking ability which would make Finance's life easier. Motion carried 4-0.

10.IV Discussion and Action on Allocation of \$1500 and In-Kind Support for Tri-Cities Small Business Week Conference

MOTION: Councilman Horsley made a motion to approve the allocation and in-kind support for Tri-Cities Small Business Week Conference, Councilman Alexander seconded. Discussion: Councilman Horsley said over the last two years the event has been growing. They will request a third room. The “after event” has been at Arches the last two years. Motion carried 4-0.

10.V Discussion on Short Term Rental Ordinance Draft

Councilman Horsley recommended an application fee of \$150. He also asked what would be the max limit range and who would maintain the waiting list. City Attorney, Mrs. Ransaw said currently it is non-transferable and it would be on a first come, first serve basis. Alderman Rast recommended a cap and freeze instead of a cap and waiting list. Councilman Adams recommended restricting on-street parking for these units, require owners to notify their neighbors withing 500 feet (a one-time notice), and added that if subsidized housing, it cannot be an AirBnB. Mrs. Patel said in other Cities, the zoning of the house goes with the parking. Mrs. Ransaw said generally there is no owner present requirement in ordinances and the City cannot differentiate.

Mrs. Patel said we would rely on Host Compliance to measure the dates. Once the ordinance is ready, we will send it to Host Compliance for monitoring. Councilman Alexander said she hesitates to ban all together. She thinks the fees could be made so absorbent that it makes it hard to rent a house for a party. We can make the permit a \$1000. Councilman Adams agreed with Councilman Alexander.

A discussion on how triplexes would be handled took place. Mayor Hallman said he is not a fan of AirBnBs and it is creating an enforcement monster. Short term rentals create no quality of life and that Hapeville is too small of a town for this. Alderman Rast agreed with the Mayor. Mrs. Patel recommended adding in the ordinance if the owner gets two non-compliance notices from Host Compliance, and don't register within 15 days, then the owner is no longer eligible. Councilman Adams asked can the City require that a fire inspection be passed.

Consensus is to make the application fee \$1500, maximum dates for rental 60 days, cap # at 100, fine amount for non-compliance \$2500. Mr. Young said he would reach out to Host Compliance to see about adding the permitting component.

Councilman Alexander asked does Fulton County impose any kind of lodging tax. Mrs. Ransaw said she would check to see if there is a mechanism to report to the state. She did confirm that an occupational tax isn't required.

MOTION: Councilman Horsley made a motion to move the public comments section are the discussion on the short term rental ordinance draft, Councilman Adams seconded. Motion carried 4-0.

11. Public Comments:

Jenny Oseik
Eileen Randman
Lucy Dolan
Susan Bailey
Sherrie Crandford
George Rogan

12. City Manager Report:

Mr. Young said the final audit had been received that afternoon and that the City received an unqualified opinion. Prepping for the 2021 budget had begun and he also mentioned the census and talking it up everywhere you can as well as the first of the spring film series.

13. Mayor and Council Comments-

Councilman Horsley thanked everyone for coming out. Councilman Adams thanked everyone as well. Councilman Alexander said the new website looks great. And, Mayor Hallman thank everyone for coming out as well.

14. Executive Session

MOTION: Councilman Horsley made a motion to go into executive session for real estate and personnel. Councilman Alexander seconded. Motion carried 4-0. Councilman Adams made a motion to go into recess, Councilman Alexander seconded. Motion carried 4-0.

Councilman Horsley left at 8:17PM.

MOTION: Councilman Adams made a motion to go into executive session, Alderman Rast seconded. Motion carried 3-0.

No action taken.

MOTION: Councilman Adams made a motion to adjourn executive session, Councilman Adams seconded. Motion carried 3-0. Alderman Rast made a motion to approve the renewal of the City Manager's contract, auto renewal at end of year, and \$100,000/year salary, Councilman Adams seconded. Motion carried 3-0.

15. Adjourn –

MOTION: Councilman Adams made a motion to adjourn the meeting, Councilman Alexander seconded. Motion carried 3-0.

Respectfully submitted,

Alan Hallman, Mayor

Crystal Griggs-Epps, City Clerk



Community Development

Input needed for Windsor-Osborne Special Area Plan



Short-Term Rental Application

On April 23, 2019, the Brookhaven City Council adopted the Short-Term Rental Ordinance, which allows resident homeowners to provide temporary lodging at their property with a permit. Applicants may obtain a 1-year permit for \$25 or a 3-year permit for \$50 and must provide documentation of their current homestead exemption through DeKalb County. In addition, applicants are subject to the excise tax and noise regulations of the City. A full copy of the ordinance can be found below. Applications for permit can be submitted and payment of excise tax can be made through the link provided.

Short-Term Rental Application

Sec. 27-629. - Lodging.

Uses that provide temporary overnight sleeping accommodations or lodging for guests paying a fee or other form of compensation for a period of less than 30 consecutive days. Lodging uses sometimes provide food or entertainment, primarily to registered guests. Lodging use types include: bed and breakfast inns, hotels and motels and short-term rentals.

(3) *Short-term Rental.* The use of an owner-occupied residential dwelling unit or portion of such dwelling unit for lodging. The following supplemental regulations apply to short-term rentals:

- a. *Permit required.* No person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental, as defined in this Code, without first obtaining a permit from the department of community development and complying with the regulations contained in this section. No permit issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- b. *Application for permit.* Applicants shall submit, on an annual basis, an application for a short-term rental permit to the department of community development. Such application shall include:
1. The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a certificate is sought. Applicants shall be limited to owner-occupiers receiving a current homestead exemption through DeKalb County;
 2. The address of the dwelling unit to be used as a short-term rental;
 3. The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
 4. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements;
 5. The number and location of parking spaces allotted to the premises;
 6. The owner's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
 7. Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term rental permit. The department of community development shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.

8. If the rental agent changes, the property owner shall notify the city within five business days.
 9. Application fees shall be as established by the city council.
- c. All short-term rentals shall be subject to excise tax pursuant to chapter 24 of the Code of the City of Brookhaven.
 - d. All short-term rentals shall be subject to nuisance and noise regulations pursuant to chapter 16 of the Code of the City of Brookhaven.
 - e. The city manager or their designee shall conduct a reasonable search of the city's records to determine if the applicant property has been the subject of two or more citations for a violation of the Code of the city in the preceding calendar year. If the search reveals two or more citations, without regard to a finding of adjudication of guilt, the permit shall not be renewed.
 - f. No property authorized by this subsection for short term rentals may list the property for such use for more than 180 days per calendar year.

Web Links

[Short-Term Rental Application](#)

Contact Information



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Sec. 917 – SHORT TERM RENTAL

Sec. 917.1. Purpose

- (a) The purpose of this section is to protect the public health, safety, and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term rental units; and to implement rationally based, reasonably tailored regulations to protect the integrity and character of neighborhoods in which short term rental use occurs.
- (b) This section is not intended to regulate hotels, motels, inns, or bed and breakfast establishments.

Sec. 917.2 Zoning districts.

Short term rentals are permitted in all residential zoning districts.

Sec. 917.3 Applicability.

- (a) It shall be unlawful for any owner of any property within the City of Peachtree City to rent or operate a short term rental of residential property contrary to the procedures and regulations established in this section, other provisions of this Code, or any applicable state law.
- (b) The restrictions and obligations contained in this section shall apply to short term rentals at all times during which such residential properties are marketed and used as short term rentals.
- (c) The allowance of short term rentals pursuant to this section shall not prevent enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.

Sec. 917.4. Definitions.

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

Bedroom shall mean an attached room which is intended, arranged, or designed to be occupied by one or more persons primarily for sleeping purposes and shall have an area of not less than 70 square feet or be less than seven feet in any dimension, shall have at least one operable emergency escape and rescue opening, and have a closet opening on it or within it. It

City shall mean Peachtree City, Georgia.

Guest shall mean anyone who has a home address somewhere other than where he or she is spending the night and other than where he or she pays a fee for accommodations.

Guestroom shall mean a room occupied or intended, arranged or designed for occupancy by one or more occupants and used for that purpose and where overnight occupancy is allowed.

Innkeeper shall mean any person who is furnishing for value to the public any room(s), lodging, or accommodations.

Local contact person shall mean a person, firm or agency representing an owner or owners of a short term rental who has access and authority to assume management of the short term rental and take remedial measures.

Noise regulations shall mean those regulations contained in the Official Code of Peachtree City, Georgia, Chapter 42 Article VI- Noise Control.

Occupancy, transient, shall mean occupancy or use by a paying guest or tenant for a period of not more than 30 consecutive days or by the offering or advertising of a residence as being available in whole or in part to be used for such occupancy. Such occupancy is characteristic of short term rentals or other establishments, by whatever name called.

Operator shall mean any person operating a short term rental (as defined in this section) in Peachtree City, including but not limited to the owner or proprietor of the premises, lessee, sub-lessee, lender in possession, or any other person otherwise operating a short term rental.

Owner shall mean a person or entity that holds legal and or equitable title to private property.

Premises shall mean and include all physical buildings, appurtenances, parking lots, and all property owned and/or used by and for the short term rental.

Private shall mean intended for or restricted to the occupants and or guests of the short term rental; not for public use.

Rental term shall mean the period of time a person rents or leases a short term rental.

Short term rental shall mean any residential property, facility, or structure used for transient occupancy providing overnight lodging and accommodations for not more than 30 consecutive days.

Special event or private function shall mean an organized activity for profit or non-profit having as its purpose entertainment, recreation and/or education, including but not limited to a festival, party, reception, celebration or assembly.

Sec. 917.5. Permit required.

- (a) Every person engaging in or about to engage in business as an operator of a short term rental shall immediately apply for a permit and obtain approval for the business with the Planning and Development department on the forms provided by the same for such business. Persons engaged in such business must apply for a permit no later than 30 days after this section becomes effective; but such grace period for registration after the effective date of this section shall not relieve any person from the obligation of payment or collection of such permit fee on and after the date of imposition thereof. The required permit hereunder shall set forth the name under which the operator transacts business, and other such information as would be required by the Planning and Development department. The permit application shall be signed by the owner if a natural person, by a member or partner in case of ownership by partnership, or an officer in the case of corporation.
- (b) A separate permit will be required for each individual location of a short term rental.

Sec. 917.6. Local contact person, and responsible person.

Each owner of a short term rental shall designate a local contact person who has access and authority to assume management of the short term rental and take remedial measures while the short term rental is being rented to an occupant and/or guest. An owner of a short term rental may designate herself or himself as the local contact person.

- (a) The local contact person shall be at least 21 years of age.
- (b) There shall only be one designated local contact person for a short term rental at any given time.
- (c) The local contact person shall be required to respond to the location of the short term rental 24 hours a day, seven days a week, and within one hour after being notified by the City of the existence of a violation of this section or any other provision of the Peachtree City Code of Ordinances, or any disturbance or complaint

requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the short term rental.

- (d) An owner may retain a managing agent, managing agency, operator, or representative to serve as the local contact person to comply with the requirements of this section, including, without limitation, the licensing of the short term rental, the management of the short term rental, and the compliance with the conditions of the license.
- (e) The owner of the short term rental is responsible for compliance with the provisions of this section and the failure of the local contact person to comply with this section shall be deemed noncompliance by the owner.
- (f) The owner must immediately notify the Planning and Development department in writing upon a change of local contact person or the local contact person's telephone number. This notification will be on forms prescribed by the City. The new, revised occupational tax certificate, which will not extend the expiration date of the occupational tax certificate, will be issued for a fee as adopted by the City Council; must be posted in the guest areas of the short term rental within ten days of any change of local contact person information and before occupants can rent the short term rental; and updated notices mailed out to all residential neighbors within 500 feet of the short term rental property lines.

Sec. 917.6. Application for permit.

- (a) Each person seeking to obtain a permit to operate a short term rental shall submit an application to the Planning and Development department on a form provided by the same. Said application shall include:
 - (1) A statement that each applicant is a citizen or legal resident of the United States;
 - (2) Address, phone number and email address of each applicant;
 - (3) The address of the short term rental;
 - (4) The current set room rates and fees;
 - (5) Consent by each applicant to undergo a criminal background check;
 - (6) Complete set of fingerprints for the applicant(s) taken by the Peachtree City police department;
 - (7) A copy of a deed showing the applicant to be the owner of the premises for which the permit is sought or a copy of a lease showing any interest the owner of the premises has in the short term rental for which the license is sought;
 - (8) A copy of the current and valid Department of Public Health tourist accommodation permit issued by the Fayette County Board of Health;
 - (9) A copy of approval from the Fayette County Department of Environmental Health if the property is on septic;
 - (10) A copy of the passed inspection report or other similar approval from the Peachtree City Fire Marshal;
 - (11) All other state and local permits pertaining to the operation of short term rentals, including approvals, as applicable, or as determined by the Director of Planning and Development.
 - (12) As-built scaled plans of the structure, the standards of which are set by the Planning and Development department;
 - (13) Copy of the guest occupancy agreement as required by O.C.G.A. § 43-21-3.2;
 - (14) Documents showing compliance with state and local occupation taxes, excise taxes, municipal taxes and fees, and sales taxes;
 - (15) A copy of the receipt for an occupational tax certificate for the short term rental business. A separate occupational tax certificate is required for each short term rental permit.

- (16) The name, address, telephone number and email address of the local contact person; and
- (17) Any other information as may be required by the Planning and Development department.
- (b) All applications for a permit to operate a short term rental shall be accompanied by the payment of applicable fees as set in a schedule of fees adopted by the City Council and amended time to time.

Sec. 917.7. Issuance of permit.

- (a) Upon determining that an application is complete, applicable fees are paid, and all the standards of this section are satisfied, the Planning and Development department shall issue the appropriate permit for the calendar year in which approval was granted.
- (b) No permit shall be issued for any short term rental where any individual having interest either as an operator, owner, partner, principal stockholder, or licensee, whether such interest is direct or indirect, or beneficial or absolute, has been convicted or has taken a plea of nolo contendere within five years for a felony or any crime involving moral turpitude, or has been convicted or has taken a plea of nolo contendere within two years for any misdemeanor of any state or of the United States or any municipal or county ordinance which would have any effect on the applicant's ability to properly conduct such business, except traffic offenses. The term "conviction" as used in this section shall include adjudication of guilty plea, plea of nolo contendere or forfeiture of a bond when charged with a crime.
- (c) Upon the issuance of a new short term rental permit, or an updated local contact person, or a change in occupational tax certificate name, the City shall mail a notice to all residential properties within 500 feet of the property line of the short term rental notifying them of the short term rental permit and providing information regarding how to lodge complaints regarding the short term rental, if any.

Sec. 917.8. Annual renewal of permit and abandonment of permit.

- (a) All permits issued pursuant to this article are annual permits that run from January 1 to December 31 of each year. Holders of existing permits in good standing shall apply to the Planning and Development department for renewal for the next calendar year by filing a renewal application in proper form and tendering the required fees. Renewal applications shall be accompanied by compliance documentation for payment of occupation taxes, excise taxes and sales taxes, along with re-inspection approvals from the Peachtree City Fire Marshal, and other documents as required by the Planning and Development department.
- (b) The abandonment or failure to use a residence as a short term rental for a period of 12 consecutive months for any period shall be deemed an abandonment of the short term rental use and the owner shall be required to obtain a new short term rental permit for the property.

Sec. 917.9. Transfer of permits.

Permits are issued to the applicant and do not carry with the land or premises. No permit issued pursuant to this article shall be transferred from one person to another. Any violation of this section shall constitute due cause for probation, suspension, or revocation of the permit.

Sec. 917.10. Display of permit and notifications.

- (a) Every holder of a permit issued pursuant to this article shall keep such permit conspicuously displayed at all places where such business is conducted.
- (b) Each short term rental shall post a legible notification, clearly visible to all guests containing the following information:
 - (1) The name and contact information of the owner/local contact person and the telephone number at which that party may be reached on a 24-hour basis.
 - (2) The maximum number of overnight occupants permitted posted on the form as provided by the City.

- (3) Notification that an occupant may be cited and fined for creating a disturbance or for violation this code section or any other sections of the Code of Peachtree City.
- (4) Notification that the short term rental location cannot be utilized for special events, parties, or private functions as defined herein.
- (5) Notification that all parking associated with the short term rental must be located on the property only on designated hard surfaced areas and not on any public or private roads at any time;

Sec. 917.11. Revocation of permit.

- (a) Any permit issued pursuant to this article may be revoked by the City Council, after notice and hearing, for any of the following causes:
 - (1) Any fraud, misrepresentation or false statement contained in the application for the permit;
 - (2) Any fraud, misrepresentation or false statement made in connection with any transaction;
 - (3) Any violation of this article; or
 - (4) The conducting of the business permitted under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health safety or general welfare of the public.
- (b) Notice of hearing for the revocation of a permit issued pursuant to this article shall be given by the Director of Planning and Development in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing.
 - (1) The notice shall be served on the holder of the permit by handing the same personally to the person operating the permitted business, or by mailing the same, postage prepaid, to the holder of the permit at her or his last known address at least five days prior to the date set out for the hearing.
 - (2) The giving of such notice shall suspend the permit pending the outcome of the hearing, and any business conducted under the permit shall cease during said period of suspension.

Sec. 917.12. Records.

Each operator of a short term rental is required to keep a guest register. Each guest shall register on the date of their arrival, stating their names, current residence, address and description and license plate number of the vehicle they are using. Each operator of a short term rental shall keep for a period of at least three years the above-described register, along with all records, receipts, invoices and other pertinent papers setting forth rental charged for each occupancy, the date or dates of occupancy, and such other information as required by the Planning and Development department. Said records shall be made available for examination by the City, the Fayette County Board of Health, or any authorized law enforcement agency.

Sec. 917.13. Accommodation standards.

- (a) All structures used for short term rentals shall satisfy the current International Fire Prevention Code and the National Fire Protection Association, the latest edition, as adopted and amended by the Georgia Department of Community Affairs, and the City of Peachtree City Code of Ordinances chapter 38.
- (b) All operators of short term rentals shall comply with all rules and regulations promulgated by the Georgia Department of Public Health and the Fayette County Board of Health for the operation of tourist accommodations, as well as the Fayette County Department of Environmental Health if the property is on septic.
- (c) No exterior alterations may be made to a residence to indicate that it is being used as a short term rental. House numbers shall be visible from the public street at all times.

- (d) No detached structures, guest houses, or recreational vehicles shall be used as a short term rental.
- (e) The short term rental shall not utilize more than 25 percent of the floor area of the residential structure.
- (f) Only a bedroom as defined herein shall be used as a guestroom.
- (g) No more than three guests shall be allowed per guestroom.
- (h) No advertising shall be visible from the street or from adjoining properties.
- (i) Parking associated with the short term rental must be in an off-street location and in accordance with the city's parking ordinance.

Sec. 917.15. Operating regulations.

- (a) Operators of short term rentals shall not be permitted to serve food to guests for sale or otherwise and no food preparation, except beverages, is permitted within individual guestrooms.
- (b) The permit number shall be included on all advertisements for the short term rental.

Sec. 917.16. Special events or private functions.

Special events or private functions are not permitted at short term rentals.

Sec. 917.18. Complaints

Complaints about the property shall result in a notice of the violation being directed to the local contact person. The local contact person shall be responsible for contacting the responsible guests and/or occupants to correct the problem within one hour. This local contact person is required to visit the property to confirm compliance with this chapter, unless compliance can reasonably be confirmed without visiting the property. It is not intended that an owner or local contact person act as a peace officer or place himself or herself in an at-risk situation.

Sec. 917.17. Violations and penalties.

- (a) The following conduct shall constitute a violation for which the penalties specified herein of this section may be imposed, or the short term rental permit suspended or revoked:
 - (1) The owner or local contact person has violated any of the provisions of this chapter; or
 - (2) The owner or local contact person has violated any zoning, building, health or life safety provision; or
 - (3) Each day the short term rental is marketed or rented for overnight accommodation shall constitute a separate violation.
 - (4) Failure of the owner or local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short term rental in a timely and appropriate manner as specified herein shall be grounds for imposition of penalties as set forth in this section.
 - (5) Three or more separate complaints received from at least two different property owners or occupants within any six-month period for the same short term rental property.
- (b) Any violation of the provisions of this section by occupants and/or guests of the short term rental shall be enforced pursuant to this section, and any other applicable Code sections. Enforcement actions may be brought against occupants and/or guests of a short term rental for violations of this section and any other provision of this Code notwithstanding that this section may also make the owner or local contact person of the short term rental responsible for the conduct constituting the violation. The penalties for violations shall be as follows:
 - (1) For the first violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$500.00;

- (2) For a second violation within any 12-month period, the penalty shall be a citation and a fine not to exceed \$1,000.00;
 - (3) For a third violation within any 12-month period, the penalty shall be a citation, a fine not to exceed \$1,000.00, the revocation of the short term rental permit and the occupational tax certificate for a period of 24 months, and the owner or local contact person shall not be eligible to reapply for a short term rental on the property in violation for a period of 24 months from the date of revocation.
- (c) If non-compliance with provisions of this section occurs, the Planning and Development department or law officer of the City shall conduct an investigation whenever there is reason to believe that an owner and/or local contact person has failed to comply with the provisions of this chapter. The investigation may include an inspection of the premises, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation. Should the investigation support a finding that a violation occurred, the Planning and Development department or designee shall issue written notice of the violation and intention to impose a penalty and/or revoke the short term rental permit. The written notice may be served either by first class mail, by commercial overnight delivery, by personal service on the owner and/or local contact person, or by any other reasonable means of delivery, including email, and shall specify the facts which, in the opinion of the Planning and Development department, constitute grounds for imposition of the penalties and/or revocation, and specify that the penalties will be imposed and/or that the short term rental permit will be revoked 15 calendar days from the date of the notice unless the owner and/or local contact person files with the City Clerk a request for an appeal hearing before the City Council. In considering such appeal, the City Council shall determine whether the Planning and Development department has erred in her or his interpretation and/or enforcement of this chapter.
- (d) The Planning and Development department, Code Enforcement officer of the City, and the Peachtree City Police Department are hereby authorized and directed to establish such procedures, which may from time to time be required to carry out the purpose and intent of this chapter. The Peachtree City Police Chief or her or his designee shall also have authority to enforce this chapter.