



CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

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://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes>

October 3, 2023 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 the Alcohol License for Comedy Kingz, LLC, located at 1155 Virginia Ave. Suite N, Hapeville, 30354.

Background:

The Comedy Kingz, LLC 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:

Supporting Document(s):

1. Comedy Kingz Application_Redacted
2. City Planner's Report
3. Code Enforcement Report
4. Fire Marshal Report
5. Newspaper AD

- 7.II. Consideration and Action on the 2023 Millage Rate – Second Reading

Background:

The City has received its 2023 approved tax digest from the Fulton County Tax Commissioner. Gross Assessments for Real, Personal, and Public Utility properties in 2023 are \$534,873,517, up from the 2022 value of \$492,310,788, an approximately 7% increase.

The City of Hapeville proposes to roll back the millage rate to 15.209 mills from 15.729, increasing property tax collections by 6.32% over 2022 collections. Real and personal property collection for Fiscal 2023-2024 should approximate \$7.3M.

Post-pandemic economics are driving up costs for residents, businesses, and the City. Under these considerations, the rate of 15.209 should allow the city to maintain operations and minimize the impact of higher assessments on the community.

Staff Comments:

Public Comments:

Supporting Document(s):

1. Final City of Hapeville_ Sept 14 2023
2. 2023 MILLAGE RATE- AD
3. 2023 TAX DIGEST - AD
4. 2023 - Departmental Cost Review - Millage Discussion

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 approve the July 15th Mayor and Council Retreat Minutes.

Supporting Document(s):

1. 07152023 Drafted Retreat Minutes

- 9.II. Consideration and Action to approve the September 19th Mayor and Council Meeting Minutes.

Supporting Document(s):

1. 09192023 Council Meeting Minutes

10. OLD BUSINESS:

11. NEW BUSINESS:

- 11.I. Consideration and Action to approve the street closure for Hapeville Elementary's Fall Festival Event.

Background:

Hapeville Elementary School PTA requests a Street Closure of Scout Street from Parkway Drive to King Arnold on Friday, October 27th, 2023, from 3 p.m.- 8 p.m. This road is mostly used as the school "car rider" lane for student pick-up and drop-off. We do not believe the closure will have a significant impact on drivers within the community.

Hapeville Elementary School PTA intends to host a Fall Festival from 4:30 p.m.-7:30 p.m. that will be open to the community to come and enjoy this season. The request for the road closure is for us to have decorated vehicles, tabling, and, most notably, a Hay Ride. We invite the Mayor, Council, and our Hapeville Community neighbors to join us for the event.

- 11.II. Consideration and Action to approve a temporary roadway traffic adjustment of North Side Dr. in observance of the Halloween Holiday festivities.

Background:

The police department is committed to the safety of the citizens while keeping traffic control comfortable for all. One specific roadway in the past was Northside Drive between Parkview Place and Old Jonesboro Road. In the past, the City has received multiple reports and complaints from motorists advising that this street took fifteen minutes to negotiate. This was due to multiple parents in cars dropping off children for trick or treating while the

parents remained in the vehicle. These vehicles were parked on both sides of the roadway. This made the roadway impassable. Although, Halloween is a special time of year for celebrating with your family and children. The police department is committed to the safety of the citizens while keeping traffic control comfortable for all.

Staff is requesting the closure of North Side Dr. on Halloween, Tuesday, October 31, 2023, from 3:00 p.m. – 9:00 p.m. The closure would be temporarily set as a ONE-WAY roadway, northbound, allowing cars to park in the right lane and other traffic to pass on the left safely.

- 11.III. Consideration and Action to accept a \$11,900 grant from the Georgia Recreation and Parks Association by way of the Georgia Department of Education.

Background:

The Hapeville Recreation Department was awarded a \$11,900 grant from the Georgia Recreation and Parks Association's Building Opportunities in Out-of-School Time (BOOST) Grant Program for the 2023-2024 Afterschool Program. The BOOST program seeks to leverage out-of-school time while focusing on a whole-child approach to address learning loss in Georgia. With this grant, the department will be able to purchase supplies and materials to promote STEAM learning. This is a non-matching reimbursement grant.

Supporting Document(s):

1. 2023 - 2024 MOU
2. ASP 2023-2024 Conflict of Interest

- 11.IV. Consideration and Action to approve F.S. Scarbrough, LLC in the amount of \$ 130,370.89 for the paving of Campbell Circle and Rose Terrace.

Background:

The City of Hapeville has received the annual LMIG grant funds in the amount of \$ 73,561.11 for the paving of Campbell Circle and Rose Terrace. F.S. Scarbrough was the lowest responsible bidder at \$ 130,370.89, and the next lowest bidder was Vertical Earth at \$ 133,349.27. There were a total of seven bids submitted. The balance of funding will come from TSPLOST collections

Supporting Document(s):

1. Bid Recommendation Letter 9.13.23
2. 2023 Hapeville Pavement Condition Map

- 11.V. Discussion to change Fiscal Year from July 1st-June 30th to October 1st -September 30th.

Background:

To better align the budgeting process with the property tax millage determinations, the city manager requests council consider changing the fiscal year from a June 30 year end to a September 30 year end. Annually, the Fulton County tax assessor delivers the initial digest to its municipalities in mid to late June. The city is required to approve its budget before the beginning of the fiscal year, thus requiring the city to budget using an estimate for property taxes. Property taxes are the single largest collection and funding source for the City. An October through September fiscal year affords the opportunity to incorporate the digest and millage discussions into the budgeting process.

Supporting Document(s):

1. Fiscal Year Amendment Ordinance Draft LCR 9.11.23 (03418006)

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.

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: 8-7-23 ☒ New ☐ Amended

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

Business/Trade Name: Comedy Kingz, Inc

D/B/A: The Avenue

Email: [REDACTED]

Emergency Contact Name: Robbie Sykes Phone: [REDACTED]

Business Address: 1155 Virginia Ave. Suite N, 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.

Full Name: Angelo Devon Sykes Date of Birth: ██████-70

Current Address: ██

Spouse Name: Robbie Sykes

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

Name and Location of Employers for the last five years: Uptown Comedy Corner, 1155 Virginia Ave
Priority One Security, 1003 Virginia Ave. Hapeville

Have you been arrested in the last five years? ☐ Yes ☐ No (If yes, explain)
Misdemeanor charge of failure to report workers compensation Insurance

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: 87-1365001 State Tax ID Number: _____

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.) Riverwood Properties, 3350 Riverwood Pkwy. Suite 450, Atl, 30339

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

Full Name	Position	Social Security Number	Address	% of Interest
Angelo Sykes	CEO	██████████	████████████████████	50
Levonder Moore	CFO	██████████	████████████████████	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: Norman Berry

Building Square Footage: 3800 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): 2000

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). Irish Bread Pub, Touche

Hours/days of operation: Sunday to Saturday 11a to 12a

Description of adjacent properties (residential/commercial) Commerical Restaurants and Nail Salon

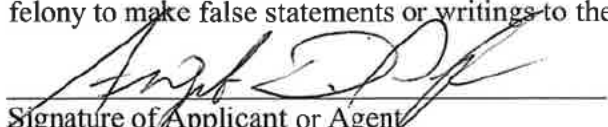
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ 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.

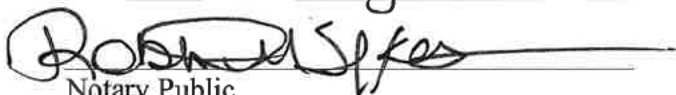

Signature of Applicant or Agent

Angelo D. Sykes

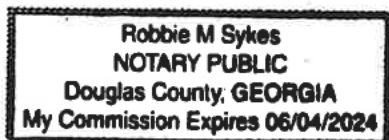
Print or Type Name

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 8th day of August, 2023.


Notary Public

My commission expires on: 06/04/2024





Alcohol License Establishment Planning & Zoning Form

Date: September 12, 2023

Business Name: Comedy Kingz, Inc. DBA The Avenue

Business Address: 1155 Virginia Avenue, Ste N

Business Owner: Angelo D. Sykes

Building Square Footage: not provided

Square footage of Business Unit: 3,800SF

Will the establishment provide patio/outdoor dining? Yes, 2000 SF.

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: 18, which will be met by shared parking.

Outdoor dining: Yes.

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

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 11a to 12a, 7 days per week. 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 is recommended to adequately service the restaurant.

- (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 restaurant will be open from 11a to 12a, 7 days per week.

- (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



Alcohol Establishment Code Enforcement Inspection

Date: _____

Business Name: _____

Address: _____

Exterior Observations:

Condition of Signage: _____

Window Signage & Visibility: _____

Condition of Property: _____

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 _____ Notes: _____

COMPLIANCE: Please correct the code violations within _____ 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: _____

History:

_____ Law Enforcement: _____ calls Code Enforcement: _____ calls

Inspector's Signature _____

Inspection No:	IAL 23-011
Inspection Date:	08/17/2023
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders

Facility:	The Avenue	Address:	1155 Virginia Avenue #N		
Phone:	404-527-9202				
Fax:		City:	City of Hapeville		
Email:		State:	GA	Postal Code:	30354

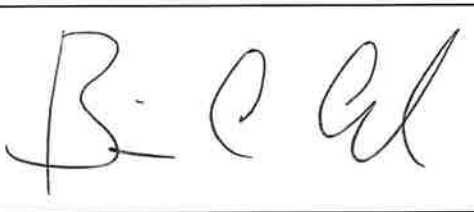
Primary Contact

Contact:		Work:	
Email:		Cell:	

Inspection Type:	Inspection - Business License
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Violation Code	Days to Correct*	Violation	Notes	Location
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Inspection Notes:
Approved For Alcohol License

Inspector : Brian Eskew	
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* 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 # 0000685953 PO # Ordered By Angelo Sykes

Account # Name Address
THE AVENUE 1155 VIRGINIA AVE, SUITE N, HAPEVILLE, GA 30354
Phone Fax Email

Daily Report

Placement: Business Position: Alcoholic Beverage License County:
Run Dates: 09/28, 10/05 # of Ins: 2 Ad Size: 62 Words
Subject: COMEDY KINGZ, LLC

Gross Amount
500.00

Affidavit Fee
5.00

Amount Due
505.00

Ad Text

Corrections

Please review and provide corrections as needed.

APPLICATION HAS BEEN MADE BY COMEDY KINGZ, LLC, OWNER ANGELO D. SYKES AT 1155 VIRGINIA SUITE N, HAPEVILLE, GA 30354 FOR THE ISSUANCE OF A 2023 ON PREMISE CONSUMPTION (BEER, WINE LIQUOR). A PUBLIC HEARING WILL BE HELD BY HAPEVILLE MAYOR AND COUNCIL ON OCTOBER 3, AT 6:00 PM, AT HAPEVILLE MUNICIPAL COMPLEX AT 700 DOUG DAVIS DRIVE HAPEVILLE, GEORGIA 30354.
#0000685953:9/28-2AS

Payment By Credit Card

() Visa () MC () Amex

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

Fulton County Tax Commissioner's Office



September 13, 2023

Mr. Tim Young
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

Dear Mr. Tim Young,

The 2023 tax digest has been approved by the Revenue Commissioner. Attached is the final consolidation sheet(s).

If you have any questions, please contact me at 404.613.0079.

Sincerely,

Gladys Bradfield
Property Tax Chief

Enclosure

CONSOLIDATION AND EVALUATION OF DIGEST 2023

COUNTY NAME: Fulton				COUNTY NO: 60				Sheet # 32 - CITY OF HAPEVILLE (30 - 30Z)				Total Parcel Count:				2,587
RESIDENTIAL				FOREST LAND CONSERVATION USE				EXEMPT PROPERTY				SUMMARY				
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	Code	Count	40% Value	PROPERTY CLASS	COUNT	ACRES	ASSESSED VALUE		
R1	1,993		151,987,240	J3	0	0.00	0	E0	0	0	Residential Real	2,136	528.70	220,207,280		
R3	2,134	523.66	67,934,640	J4	0	0.00	0	E1	85	67,891,240	Residential Personal	142	528.70	6,680		
R4	2	5.04	285,400	J5	0	0.00	0	E2	23	2,000,680	Residential Total	2,142	528.70	220,213,960		
R5	0	0.00	0	J6	0	0	0	E3	3	78,680	Residential Trans.	0	0.00	0		
R6	0		0	FLPA FAIR MARKET ASMT				E4	1	16,720	Historic	1	0.46	105,520		
R9	0	0.00	0	Code	Count	Acres	40% Value	E5	1	42,440	Agricultural Real	0	0.00	0		
RA	0		0	F3	0	0.00	0	E6	2	194,720	Agricultural Personal	0	0.00	0		
RB	6		6,680	F4	0	0.00	0	E7	0	0	Agricultural Total	0	0.00	0		
RF	0		0	F5	0	0.00	0	E8	0	0	Preferential	0	0.00	0		
R1	0		0	F6	0	0	0	E9	1	136,560		0	0.00	0		
RZ	0		0	Total	0	0	0	TOTAL	116	70,361,040						
RESIDENTIAL TRANSITIONAL				ENVIRONMENTALLY SENSITIVE				HOMESTEAD & PROPERTY EXEMPTIONS								
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	Code	Count	M&O AMOUNT	BOND AMOUNT					
T1	0		0	W3	0	0.00	0					Conservation Use	0	0.00	0	
T3	0	0.00	0	W4	0	0.00	0					Environmentally Sen	0	0.00	0	
T4	0	0.00	0	W5	0	0.00	0					Commercial Real	307	278.47	200,778,920	
HISTORIC				COMMERCIAL								Commercial Personal	373	278.47	52,487,360	
Code	Count	Acres	40% Value	Code	Count	Acres	40% Value	Code	Count	M&O AMOUNT	BOND AMOUNT	Commercial Total	680	278.47	253,266,280	
H1	1	0.46	60,840	C1	266	131.26	163,056,080	S1	0	0	0	Industrial Real	25	62.56	15,867,880	
H3	1	0.46	44,680	C3	277	131.26	19,876,840	S3	0	0	0	Industrial Personal	0	0.00	0	
AGRICULTURAL				C4	26	94.05	11,238,560	S4	0	0	0	Forest Land Con Use	0	0.00	0	
Code	Count	Acres	40% Value	C5	4	53.16	6,607,440	S5	0	0	0	Brownfield Property	2	9.36	2,676,120	
A1	0	0.00	0	C6	0	0.00	0	SD	0	0	0	Qualified Timberland	0	0.00	0	
A3	0	0.00	0	C7	0	0.00	0	SE	0	0	0	Real Total	2,471	879.55	439,635,720	
A4	0	0.00	0	CA	0	0	0	SG	0	0	0	Personal Total	379	379	52,494,040	
A5	0	0.00	0	CB	0	0	0	S8	0	0	0	Digest Total	2,850	879.55	492,129,760	
A6	0	0.00	0	CF	266	42,855,640	9,604,320	S9	0	0	0	Public Utility	17	0.00	42,743,757	
A9	0	0.00	0	CI	105	9,604,320	27,400	SF	0	0	0	Motor Vehicle	599		688,770	
AA	0	0	0	CP	0	0	0	SA	0	0	0	Timber - 100%				
AB	0	0	0	CZ	2	0	0	SB	2	2,311,720	2,311,720	Heavy Duty Equip.				
AF	0	0	0	INDUSTRIAL				SP	41	39,240	39,240					
AI	0	0	0	Code	Count	Acres	40% Value	SH	1	91,520	91,520					
AZ	0	0	0	I1	17	8.94	9,156,440	ST	0	0	0					
PREFERENTIAL				I3	19	8.94	941,400	SV	0	0	0					
Code	Count	Acres	40% Value	I4	4	17.06	1,357,320	SJ	0	0	0					
P3	0	0.00	0	I5	2	36.56	4,412,720	SZ	0	0	0					
P4	0	0.00	0	I9	0	0.00	0	SN	0	0	0					
P5	0	0.00	0	IA	0	0	0									
P6	0	0	0	IB	0	0	0	DO NOT USE L1 THRU L9 CODES ON STATE SHEET								
CONSERVATION USE				IF	0	0	0	L1		4,769,040	0					
Code	Count	Acres	40% Value	II	0	0	0	L2		0	0					
V3	0	0.00	0	IP	0	0	0	L3		0	0					
V4	0	0.00	0	IZ	0	0	0	L4		0	0					
V5	0	0.00	0	PUBLIC UTILITY				L5		0	0					
V6	0	0	0	Code	Count	Acres	40% Value	L6		0	0					
BROWNFIELD PROPERTY				U1	0	0.00	0	L7		0	0					
Code	Count	Acres	40% Value	U2	13	0.00	4,745,505	L8		0	0					
B1	2	1.21	1,577,760	U3	1	0.00	10,284	L10	0	0	0					
B3	1	8.15	259,120	U4	0	0.00	0	L11		0	0					
B4	1	8.15	839,240	U5	0	0.00	0	L12		0	0					
B5	0	0.00	0	U6	0	0.00	0	L13		0	0					
B6	0	0	0	U9	0	0.00	0	L14		0	0					
O - QUALIFIED TIMBERLAND				UB	3		37,987,968	L15	0	0	0					
Code	Count	Acres	40% Value	UF	0	0	0	L16		0	0					
C4	0	0.00	0	UZ	0	0	0	TOTAL	44	7,211,520	2,442,480					
C5	0	0.00	0													

Gross Digest Total	3,466	879.55	535,562,287
Exemptions-Bonds			2,442,480
Net Bond Digest			533,119,807
Gross Digest Total	3,466	879.55	535,562,287
Exemptions-M & O			7,211,520
Net M & O Digest			528,350,767
TYPE	MILLAGE	ASSESSED	TAX
M & O		528,350,767	
BOND		533,119,807	

I, Arthur E. Ferdinand, Tax Commissioner in and for said county, do hereby certify that the above and foregoing were provided by the Board of Assessors as a true and correct consolidation of tax returns received from the taxpayer (or assessed against defaulters) in said county of Fulton for the year 2023, and duplicate digest has been made and delivered to the county governing authority and tax collector of said county as required by law.

Witness my hand and official signature, this _____ day of _____, 2023.

Tax Commissioner

PUBLIC NOTICE

The FY 2023-24 budget was recently adopted with no millage rate increase. The proposed millage rate to support the budget will be 15.209 mills. Pursuant to the requirements of OCGA 48-5-32, the City of Hapeville hereby publishes the following presentation of the estimated current year's Tax Digest and the history of the Tax Digest and Levy for the past five years. The Mayor and Council will hold public hearings on September 19, 2023, at 6:00 p.m. and October 3, 2023, at 6:00 pm at the Municipal Court Complex, 700 Doug Davis Drive, Georgia 30354. For more information, please contact April Pressley at 404 669-2100 Ext. 2106 or visit www.hapeville.org.

☐ PROOF O.K. BY: _____	☐ O.K. WITH CORRECTIONS BY: _____
PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE	
MA-364695 (100%)	
ADVERTISER: CITY OF HAPEVILLE	PROOF CREATED AT: 9/7/2023 12:34:57 PM
SALES PERSON: MAM958	NEXT RUN DATE: 09/13/23
SIZE: 5X6	PROOF DUE: 09/13/23 19:00:00
PUBLICATION: MA-SOUTH FULTON	

TAX DIGEST FOR CITY OF HAPEVILLE 2023

Pursuant to the requirements of O.C.G.A.48-5-32, the Mayor and Council of the City of Hapeville announce that the millage rate will be set at 6:00 PM on September 19, 2023, and October 3, 2023, located at the Hapeville Municipal Court , 700 Doug Davis Drive, Hapeville. GA 30354, and hereby publishes the following presentation of the current year's tax digest and levy along with the tax digest and levy for the past five years.

The Mayor and Council will set the millage rate 15.209 and 1.0 for the Special District Tax.

	2018	2019	2020	2021	2022	ESTIMATED 2023
Real & Personal	339,969,960	399,121,750	413,647,400	405,914,510	465,107,230	491,153,880
Public Utilites *	32,176,619	35,698,772	37,538,572	55,194,879	28,856,478	42,743,757
Motor Vehicles	2,066,900	1,584,490	1,281,810	934,410	746,640	688,770
Moblle Home						
Gross Digest	374,213,479	436,405,012	452,467,782	462,043,799	494,710,348	534,586,407
Less M&O Exemption	(7,627,470)	(7,803,640)	(11,827,920)	(13,816,080)	(15,073,280)	(7,210,560)
Net M&O Digest	366,586,009	428,601,372	440,639,862	448,227,719	479,637,068	527,375,847
Gross M&O Milage	20.85	21.16	20.688	20.44	21.07	19.93
Less Rollbacks	4.74	5.05	4.69	4.71	\$ 5.34	\$ 4.72
Net M&O Milage	16.11	16.11	16.00	15.729	15.729	15.209
Net Taxes Levied	5,905,700.60	6,904,768.10	7,050,237.79	7,050,173.79	7,544,211.44	8,020,859.26
Net Tax \$ Increase	(639,697.40)	999,067.50	145,469.69	(64.00)	494,037.65	476,647.81
Net Tax % Increase	-9.77%	16.92%	2.11%	0.00%	7.01%	6.32%

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

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MA-364694 (100%)

ADVERTISER: CITY OF HAPEVILLE

SALES PERSON: MAM958

SIZE: 5X6

PUBLICATION: MA-SOUTH FULTON

PROOF CREATED AT: 9/8/2023 9:01:32 AM

NEXT RUN DATE: 09/13/23

PROOF DUE: 09/13/23 19:00:00

City of Hapeville
General Fund Operating Expenditures By Department
FY2020-21, FY2021-22, FY2022-23 and FY2023-24

SHEET #1

	ACTUAL			BUDGET
	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Fund 100 Departments				
1110 - CITY COUNCIL	37,584	50,198	50,469	58,027
1310 - MAYOR	9,888	20,342	19,174	25,443
1320 - CITY MANAGER	632,460	682,052	655,431	702,410
1330 - CITY CLERK	149,669	177,192	179,103	195,949
1400 - ELECTIONS	180	11,508	180	31,825
1510 - FINANCE & ADMINISTRATION	921,392	885,527	446,515	447,899
1515 - CUSTOMER FINANCIAL SERVICES	0	0	504,284	424,723
1530 - LEGAL SERVICES	245,523	296,059	182,162	220,000
1540 - HUMAN RESOURCES	437,637	387,198	486,634	515,636
1565 - INFORMATION TECHNOLOGY	342,750	502,732	808,115	502,500
2650 - MUNICIPAL COURT	169,402	189,854	192,941	230,077
3210 - POLICE ADMINISTRATION	2,956,703	3,157,812	3,259,505	3,092,100
3510 - FIRE ADMINISTRATION	3,009,416	3,433,053	3,510,418	3,357,785
4100 - PUBLIC WORKS ADMINISTRATION	994,461	1,032,290	1,614,315	1,688,457
4210 - HIGHWAY AND STREETS	864,643	895,421	981,131	1,102,422
6120 - PARTICIPANT RECREATION	579,610	729,755	828,483	892,575
6220 - PARK AREAS & GROUNDS/Moved to 4100	0	0	0	0
7400 - PLANNING & ZONING	62,830	725,896	86,505	120,760
7450 - CODE ENFORCEMENT	113,226	128,663	195,614	215,430
7520 - ECONOMIC DEVELOPMENT	351,252	391,331	387,060	500,083
7550 - MAIN STREET	19,068	34,213	37,917	44,330
TOTAL EXPENDITURES:	11,897,694	13,731,095	14,425,958	14,368,431

MAIN DRIVERS OF THESE INCREASES:

COLA INCREASE
ONE (1) TIME PAY ANNUAL PERCENTAGE %
ANNUAL RETIREMENT CONTRIBUTIONS
GROUP INSURANCE COST

2%	
2%	116,630
1,307,088	1,138,989
885,130	

3%	
2%	119,408
1,266,275	1,082,855
980,568	

2%	140,579
1,307,088	1,090,991
1,084,564	

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City of Hapeville
General Fund Head Count By Department
FY2020-21, FY2021-22, FY2022-23 and FY2023-24 - Average Salary

SHEET #2

Fund 100 Departments

	FY2020-21	FY2021-22	FY2022-23	FY2023-24 ----- Budget ----- 		FY2023-24 as of September 2023
	Total Head Count	Total Head Count	Total Head Count	Total Head Count	Average Salary	Total Current Head Count
1110 - CITY COUNCIL	4	4	4	4		4
1310 - MAYOR	1	1	1	1		1
1320 - CITY MANAGER	1	1	1	1		1
1330 - CITY CLERK	2	2	2	2	56,934	2
1400 - ELECTIONS						
1510 - FINANCE & ADMINISTRATION	6	6	3	3	72,608	3
1515 - CUSTOMER FINANCIAL SERVICES			2	3	55,761	4
1530 - LEGAL SERVICES						
1540 - HUMAN RESOURCES	1	2	2	2	65,081	2
1565 - INFORMATION TECHNOLOGY						
2650 - MUNICIPAL COURT	2	2	2	2	51,197	2
3210 - POLICE ADMINISTRATION	43	35	33	38	50,526	28
3510 - FIRE ADMINISTRATION	34	31	38	39	49,603	38
4100 - PUBLIC WORKS ADMINISTRATION	11	12	12	12	39,154	11
4210 - HIGHWAY AND STREETS	8	8	9	10	43,424	8
6120 - PARTICIPANT RECREATION	7	6	14	19	20,417	6
6220 - PARK AREAS & GROUNDS						
7400 - PLANNING & ZONING						
7450 - CODE ENFORCEMENT	2	2	2	3	39,714	2
7520 - ECONOMIC DEVELOPMENT	3	2	3	3	63,450	2
7550 - MAIN STREET						
TOTAL HEAD COUNT - 100 GENERAL FUND	125	114	128	142	607,869	114

* Total Head Count Includes FTE & PT

* 6120 - The 13 PT Head Count includes 6 Vacant Summer Camp, 6 Summer Seasonal and Taylor Williams who filled vacant PT Recreation Aid position previously held by Brenda Perez.

City of Hapeville
Estimated Cost of Planned Events and Programs from November 2023 - June 2024 Included in FY2023-2024 Adopted Budget
7520 Economic Development - 7550 Main Street - Participant Recreation Departments

Account Number - 100-5-7520-522000 Festivals & Events						
Merchant Mixer Event (June 2024)	Black History Event (February 2024)	Special Event Photography	Lunchtime Concert Series (Spring 2024)		Total Events & Programs Nov 2023 - June 2024	Total Budgeted Full Year
3,000.00	2,500.00	2,200.00	5,000.00		12,700.00	17,100.00

Account Number - 100-5-7550-522000 Main Street Events						
Butterfly Parade, Chantelle Rytter (organizer)	Misc. Expenses (March 2024)	FreeArtHapeville Event (December 2023)	Atlanta Celebrates Photography (October 2023)		Total Events & Programs Nov 2023 - June 2024	Total Budgeted Full Year
14,225.00	2,000.00	4,000.00	9,000.00		29,225.00	33,930.00

Account Number - 100-5-6120-522000 Festivals/Events						
Hapeville For The Holidays	APR 2024 – Easter Egg Hunt	May 2024 – La Fiesta De Hapeville Festival	JUNE 2024 – Movie In The Park	stage and lighting and entertainment for events	Total Events & Programs Nov 2023 - June 2024	Total Budgeted Full Year
15,000.00	5,000.00	10,000.00	2,500.00	25,000.00	57,500.00	90,000.00

City of Hapeville
Additional Estimated Cost of Planned Events and Programs from November 2023 - June 2024 Included in FY2023-2024 Adopted Budget
6120 Participant Recreation Department

	FY 2023-24	
	Adopted Budget	
		DEPARTMENT HEAD COMMENTS
DEPARTMENT - PARTICIPANT RECREATION		
CONTRACTED SERVICES		
100-5-6120-521301 Technical - Baseball	12,000	APR 2024 – Youth Baseball (Officials) \$12,000
100-5-6120-521302 Technical - Basketball	11,000	DEC 2023 – Youth Basketball (Officials) \$11,000
100-5-6120-521304 Technical - Girl's Soft	2,400	APR 2024 – Youth Softball (Officials) \$2,400
100-5-6120-521305 Technical - Tournaments	2,000	MAR 2024 – GRPA District 4 Youth Basketball Tournaments (Officials) \$2,000
100-5-6120-521306 Technical - Adult Soft	5,000	APR 2024 – Youth Softball (Officials) \$5,000
100-5-6120-521307 Technical - Soccer	2,000	APR 2024 – Youth Soccer (Officials) \$2,000
TOTAL CONTRACTED SERVICES - EVENTS RELATED	34,400	
SUPPLIES & MINOR EQPT		
100-5-6120-531101 Supplies-Baseball/Girl	9,000	APR 2024 – Youth Baseball (Uniforms) \$9,000
100-5-6120-531102 Supplies - Basketball	8,600	DEC 2023 – Youth Basketball Uniforms \$8,600
100-5-6120-531104 Supplies - Adult Softb	1,500	APR 2024 – Youth Softball (Uniforms) \$1,500 with some funds coming from Youth Baseball to help cover
100-5-6120-531105 Supplies - Tournaments	1,500	MAR 2024 – GRPA District 4 Youth Basketball Tournaments (Supplies) \$1,500
100-5-6120-531106 Supplies - Senior Citi	1,500	DEC 2024 – Senior Christmas Luncheon \$1,500
100-5-6120-531107 Supplies - Soccer	2,000	APR 2024 – Youth Soccer (Uniforms) \$2,000
100-5-6120-531108 Supplies - Children's	7,500	Feb 2024 – Youth Valentines Day Dance \$2,500
100-5-6120-531111 Supplies-Special Progr	10,000	Various supplies needed to support Special Events and Programs during the various events/programs, MAR 2024 Employee Game Day \$3,000
TOTAL SUPPLIES & MINOR EQPT - EVENTS RELATED	41,600	



CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

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 2023 STRATEGIC PLANNING RETREAT

Join in person at 825 Warner Street. SW Atlanta, GA 30310

July 15, 2023
9:00 AM- 5:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 9:00 AM.
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Brett Reichert
 - ✓ Mark Adams
 - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the Hapeville City Council 2023 Strategic Planning Retreat.
4. **NEW BUSINESS:**
 - 4.I. **WELCOME AND INTRODUCTION**

The introduction and welcome were provided by Mayor Hallman and City Manager Tim Young.
 - 4.II. **2022 REVIEW AND RECAP**

This discussion regarding the 2022 review and recap was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*
 - 4.III. **MAIN STREET/ART CONTAINERS**

This discussion regarding Main Street and Art Containers was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*
 - 4.IV. **CITY MORATORIUM ON MULTIFAMILY DWELLINGS**

This discussion regarding the City Moratorium On Multifamily Dwellings was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*
 - 4.V. **PARKING STUDY**

This discussion regarding the Parking Study was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.VI. SERVICE DELIVERY IN THE FACE OF GROWTH-THE YEAR 2030.

This discussion regarding the Service Delivery In The Face Of Growth-The Year 2030 was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.VII. PUBLIC WORKS

This discussion regarding Public Works was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.VIII. REFLECTION-CLOSING REMARKS

This discussion regarding Reflection-Closing Remarks was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

5. **EXECUTIVE SESSION:** An Executive Session was not conducted at this meeting.

Councilman Alexander left the meeting at 1:49 PM.

6. **ADJOURN:**

MOTION: Alderman Rast made a motion to adjourn at 4:14 PM, Councilman Adams provided a second. **Motion carried 3-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



Mayor and Council Retreat Report
Trees Atlanta
825 Warner St, SW, Atlanta, Georgia 30310
July 15, 2023

Retreat Attendees:

Alan Hallman	Mayor
Mark Adams	Councilman, Ward 1
Chloe Alexander	Councilman, Ward 2
Brett Reichert	Councilmember – At-Large
Mike Rast	Alderman
Tim Young	City Manager
Sharee Steed	City Clerk
Lajuana Ransaw	City Attorney
Samantha Singleton	Museum Manager
Adrienne Senter	Planning and Economic Development Manager
Lee Sudduth	Dir. of Community Services
Chrislyn Turner	Assistant Finance Director
Rick Glavosek	Chief of Police

RETREAT AGENDA

8:00 AM – 9:00 AM	Breakfast
9:00 AM – 9:30 AM	Welcome and Introduction
9:30 AM – 10:15 AM	2022 Review and Recap
10:15 AM – 10:30 AM	Break
10:30 AM – 12:00 PM	Main Street/Art Containers
12:00 PM – 1:00 PM	Lunch
1:00 PM – 1:30 PM	City Moratorium on Multifamily Dwellings
1:30 PM – 2:15 PM	Parking Study
2:15 PM – 2:30 PM	Break
2:30 PM – 3:30 PM	Service Delivery in the Face of Growth – The Year 2030
3:30 PM – 4:30 PM	PUBLIC WORKS
4:30 PM – 5:00 PM	Reflection – Closing Remarks
5:00 PM	Adjourn

RETREAT DISCUSSION

The City of Hapeville's retreat began with opening remarks from Mayor Hallman, followed by the 2022 Review and Recap presented by City Manager, Mr. Tim Young. The City Manager highlighted the successful initiatives completed in fiscal year 2022, such as the hiring of staff (Museum Manager) for the Rail Road Depot, and The Splash Pad, along with other notable initiatives outlined in the City Manager's message for the retreat. Challenges were also highlighted in the City Manager's message

Robust discussions began with a focus on the Arts Alley. Council members expressed the importance of providing clear guidelines for "Container Use."

The Council also recommended a review and update of the current Memorandum of Understanding (MOU) between the City of Hapeville and the Main Street Board, to ensure that clear guidelines established for the use of the Arts Alley. Areas of focus should delineate whether the area should be used for Art only or other uses.

The council also raised concerns about the Main Street Board's operations and the criteria in place to host events in the Arts Alley. The council has expressed the need to clearly understand the activities at the Arts Alley given the Council's role as a funding agency for the Main Street Board's operations and the importance of identifying the council's return on investment (ROI). It was recommended by the council that language be included in the MOU to clearly indicate a structure to be that illustrates a schedule of events, Calendar of Arts Display, etc.

The council also raised concerns about the possible liability that could be levied at the City of Hapeville if the environment is not managed appropriately since the area is owned by the City.

In an effort to collaborate as thought partners with the Main Street Board, the Council will work to:

- Jointly appoint Main Street board members
- Establish clear lines of communication between the two entities
- Recommend training options for board members to assist in skill development
- Convene a consensus-building meeting between the City of Hapeville and the Main St. Board in the Fall of 2023
- Establish by agreement the primary use of the Art Containers

Significant Points to share with the Main Street Board in an effort to enhance the operations of the board and to improve collaborative efforts

- The importance of conducting meetings as required by public bodies to ensure Open Meeting standards

- Maintaining transparency in operations to avoid misunderstanding among stakeholder groups (Ethics)
- Provide monthly financial reports
- Resume Quarterly Event Reporting
- Provide an Annual Work Plan to help ascertain revenue projections
- Review the current By-Laws to ensure the document is aligned with the operations suited for the environment
- Provide an Action Plan to meet the Main Street Standards as established by the Department of Community Affairs.

Afternoon Session Discussion:

The council expressed concerns regarding the efficiency and profitability of the Academy Theatre. The general consensus from the council is that the space is not appropriately utilized given its potential. Given those concerns, careful thought must be given to the renewal of the leasing of the Theatre Academy. One significant solution from the Council is the execution of a Facilities Authority to provide oversight to the Theatre. That oversight structure would review this and future leases to ensure it is in line with the current market value, and all other management criteria and standards of the facility. It was also suggested that a DMO could also provide that oversight to the theatre.

Recommendations from the Council:

- Transparency in the use of the space
- Provide diversity in programming and regular updates
- Enhance the website by making upgrades that will be user friendly

Moratorium on Multifamily Dwellings in the City of Hapeville

The Council had robust discussions about the importance of maintaining zoning standards that will protect single-family residential spaces. Also discussed was the creation of a buffer to manage the density of multi-family and commercial dwellings by making the necessary changes for density and height requirements in both building specifications.

Public Safety

A presentation was made by the Police Chief, who made an appeal of several recommendations to the Council for consideration. Chief among those considerations was an increase in salary of up to \$75,000 to remain competitive with neighboring municipalities and to avoid losing good officers. The strategy recommended is to increase benefits such as Tuition Reimbursement, Housing Incentives. The Chief also recommended additional

technological enhancements that could yield cost savings that could then be used to address the “salary and benefit increase” consideration. The Chief, who will be retiring soon, recommended that the new chief (his replacement) be hired by contract and include a personality profile that ensures the individual is the right fit for the organization.

He provided a brief review of the process of hiring law enforcement officers, including a competency test and physical. New recruits are also required to complete a psychological assessment, a polygraph, medical exam, followed by 12 weeks of field training.

The council in their response queried whether a hybrid “fire/public safety” role could be considered as a possibility in the City of Hapeville.

Code Enforcement

The Chief continued his reporting by sharing that there were vacancies in the division and concerns to be addressed as the City of Hapeville grows as a community. Despite the apparent vacancies, there are positive things to note. Traffic cameras have yielded increased revenues and have positively affected traffic citations, meaning motorists have reduced speeding infractions.

The use of court ware is a manual process, but it works. Overall, however, the code enforcement unit is doing fine.

Public Works

A report was presented by Lee Sudduth, who shared that there was a need for new garbage truck(s). The options presented were to:

Renew the Waste Pro contract (with the City of Hapeville being a backup during times of need)

The City of Hapeville takes over the solid waste services with an increase in fees of \$8.00. This would be used to address any labor and equipment costs in addition to purchasing additional trash cans. Should the City decide to provide this service, the City calendar (including the recycling schedule) would need to be updated accordingly.

Infrastructure

Water quality and sewer management are currently decent but will need to be addressed in the future.

The City of Hapeville has outlined the Strategic Priorities important for the enhancement and improvement of the City, through the proposed strategic endeavors that will yield greater business and community engagement.

City of Hapeville Priorities		
What	Who	When
Public Safety Consideration (posed by Chief of Police)	City Manager/Council	Immediately
Consensus building meeting with the Main Street Board	Adrienne Senter	October 2023
Academy Theatre – Appointment of Facilities Authorization Board	City Manager	October 2023
Communication Strategy – Moratorium on Multifamily Dwellings	City Manager/Brett Reichert	November 2023
What	Who	When
Public Works Waste Hauling Consideration: New Trash Hauling Trucks Purchase	Lee Sudduth	Present to Council – January 2024
Resume Holiday Décor (Seasons)	Lee Sudduth	January 2024
Hapeville University – Training opportunity for citizens	City Attorney/City Clerk	First Quarter 2024

Reflections

- Board shared personal thoughts and observations from their time together at the conclusion of the 1 Day Retreat

Other

- Evaluation of retreat
- Tentative schedule for 2024 retreat: (Time to be determined)

Georgia Recreation and Park Association – BOOST Program
2023-2024 MOU & Assurances for Contractors Receiving American
Rescue Plan Act (ESSER) Funds

Georgia Recreation and Park Association, Inc.
Afterschool Memorandum of Agreement (MOU)

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 [REDACTED] (hereinafter referred to as the “**Contractor**”) in the total amount of [REDACTED] 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.

2. *Contract Period, Invoicing & Payment.*

The contract period for this MOU August 18, 2023 – June 30, 2024 (“**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 Contractors 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 __TBA , 2024__,

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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 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.

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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 Contractors agree 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. All subcontracted/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.
- 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 Contractor represents and warrants to GRPA, Inc. a. This 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 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 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 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, 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 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 Contractor.

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In consideration of the contractual funding herein, 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 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

Georgia Department of Education

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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

September 13, 2023

City of Hapeville
3747 North Fulton Avenue
Hapeville, GA 30354

Re: Hapeville 2023 LMIG Paving Project

Dear Honorable Mayor and Council:

We have reviewed the bids received at Hapeville Community Services Building, at 2:00 p.m., local time on September 7, 2023 for construction of the referenced project. Seven (7) bids were received. The following is a summary of the three (3) low bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	F.S Scarbrough, LLC 500 W Lanier Ave STE 911 Fayetteville, GA 30214	\$ 130,370.89
2.	Vertical Earth 6025 Matt Hwy Cumming, GA 30028	\$ 133,349.27
3.	A&S Paving 2747 S Stone Mountain Lithonia Road Suite B Lithonia, GA 30143	\$ 133,582.50

A certified tabulation of all bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/23). F.S Scarbrough, LLC submitted bid bonds in the amount of 5%. The low bid of \$ 130,370.89 is within the funds allocated for the project.

The low bidder, F.S Scarbrough, LLC, appears to have met all of the required qualifications. Keck & Wood, Inc. performed due diligence on F.S Scarbrough, LLC and considers F.S Scarbrough, LLC to be capable of performing the activities required to complete construction of this project

Keck & Wood, Inc., therefore, recommends contract award to F.S Scarbrough, LLC in the amount of \$130,370.89 for construction of the Hapeville 2023 LMIG Paving Project.

Amerisure Mutual Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Adam Shelton, PE

Enclosure

BID TABULATION
HAPEVILLE 2023 LMIG PAVING PROJECT
HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT OFFICE OF CITY ADMINISTRATOR
 2:00 PM, LOCAL TIME, SEPTEMBER 7, 2023

				BIDDER NO. 1		BIDDER NO. 2	
				FS Scarbrough, LLC 500 W Lanier Ave STE 911 Fayetteville, GA 30214		Vertical Earth 6025 Matt Hwy Cumming, GA 30028	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Traffic Control	1	LS	\$19,150.00	\$19,150.00	\$ 23,271.50	\$23,271.50
2	MILLING	5,925	SY	\$4.02	\$23,818.50 *	\$ 3.13	\$18,545.25 *
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME, INCLUDING TACK COAT	489	TN	\$157.41	\$76,973.49 *	\$ 168.28	\$82,288.92 *
4	ASPHALT PATCHING, RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL AND H LIME	30	TN	\$263.70	\$7,911.00	\$ 298.12	\$8,943.60 *
5	THERMO SOLID TRAF STRIPE, 24 IN WHITE	30	LF	\$83.93	\$2,517.90 *	\$ 10.00	\$300.00
TOTAL BID AMOUNT					\$130,370.89 *		\$133,349.27 *
BID BOND					5%		5%
NOTE REFERENCE					(1) (2)		(1) (2)
LICENSE NUMBER					GCCO005717		972558

BID TABULATION
HAPEVILLE 2023 LMIG PAVING PROJECT
HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT OFFICE OF CITY ADMINISTRATOR
 2:00 PM, LOCAL TIME, SEPTEMBER 7, 2023

				BIDDER NO. 3		BIDDER NO. 4	
				A&S Paving 2747 S Stone Mountain Lithonia Road Suite B Lithonia, GA 30143		Stewart Brothers 2480 Pleasantdale Road Doraville, GA 30340	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$9,850.00	\$9,850.00
2	MILLING	5,925	SY	\$7.50	\$44,437.50	\$4.20	\$24,885.00
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME, INCLUDING TACK COAT	489	TN	\$155.00	\$75,795.00		\$81,296.25
4	ASPHALT PATCHING, RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL AND H LIME	30	TN	\$155.00	\$4,650.00	\$166.25	\$16,474.50
5	THERMO SOLID TRAF STRIPE, 24 IN WHITE	30	LF	\$90.00	\$2,700.00	\$549.15	\$16,474.50
TOTAL BID AMOUNT					\$133,582.50	\$46.50	\$1,395.00
BID BOND					5%		5%
NOTE REFERENCE					(1) (2)		(1) (2)
LICENSE NUMBER					UC301720		2ST570

				BIDDER NO. 5		BIDDER NO. 6	
				Summit Construction & Development LLC 2108 Bentley Dr SW Stone Mountain, GA 30087		Magnum Paving 140 Baker Industrial Court Villa Rica, GA 30180	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Traffic Control	1	LS	\$ 26,062.00	\$26,062.00	\$15,000.00	\$15,000.00
2	MILLING	5,925	SY	\$ 6.00	\$35,550.00	\$7.50	\$44,437.50
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME, INCLUDING TACK COAT	489	TN	\$ 150.00	\$73,350.00	\$195.00	\$95,355.00
4	ASPHALT PATCHING, RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL AND H LIME	30	TN	\$ 250.00	\$7,500.00	\$550.00	\$16,500.00
5	THERMO SOLID TRAF STRIPE, 24 IN WHITE	30	LF	\$ 25.00	\$750.00	\$50.00	\$1,500.00
TOTAL BID AMOUNT					\$143,212.00		\$172,792.50
BID BOND					5%		5%
NOTE REFERENCE					(1) (2)		(1) (2)
LICENSE NUMBER					2SU355		17667

BID TABULATION
HAPEVILLE 2023 LMIG PAVING PROJECT
HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT OFFICE OF CITY ADMINISTRATOR
 2:00 PM, LOCAL TIME, SEPTEMBER 7, 2023

				BIDDER NO. 7	
				OVS General Contracting and Construction, LLC 744 Noah Drive Jasper, GA 30143	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Traffic Control	1	LS	\$2,160.00	\$2,160.00
2	MILLING	5,925	SY	\$13.61	\$80,639.25 *
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME, INCLUDING TACK COAT	489	TN	\$269.12	\$131,599.68 *
4	ASPHALT PATCHING, RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL AND H LIME	30	TN	\$262.59	\$7,877.70 *
5	THERMO SOLID TRAF STRIPE, 24 IN WHITE	30	LF	\$151.20	\$4,536.00
TOTAL BID AMOUNT					\$226,812.63 *
BID BOND					5%
NOTE REFERENCE					(1) (3)
LICENSE NUMBER					2077016

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/23).
 (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1
 (3) BIDDER DID NOT ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.



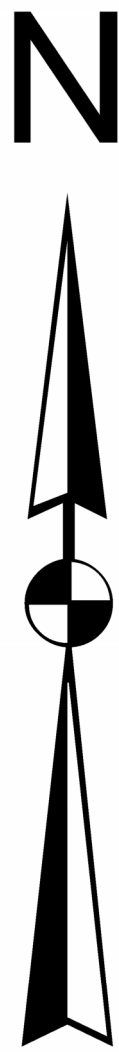
KECK & WOOD, INC.

9/13/23

DATE

City of Hapeville

2023 Pavement Evaluation



Good

Satisfactory

Fair

Poor

Very Poor

0

500

1,000

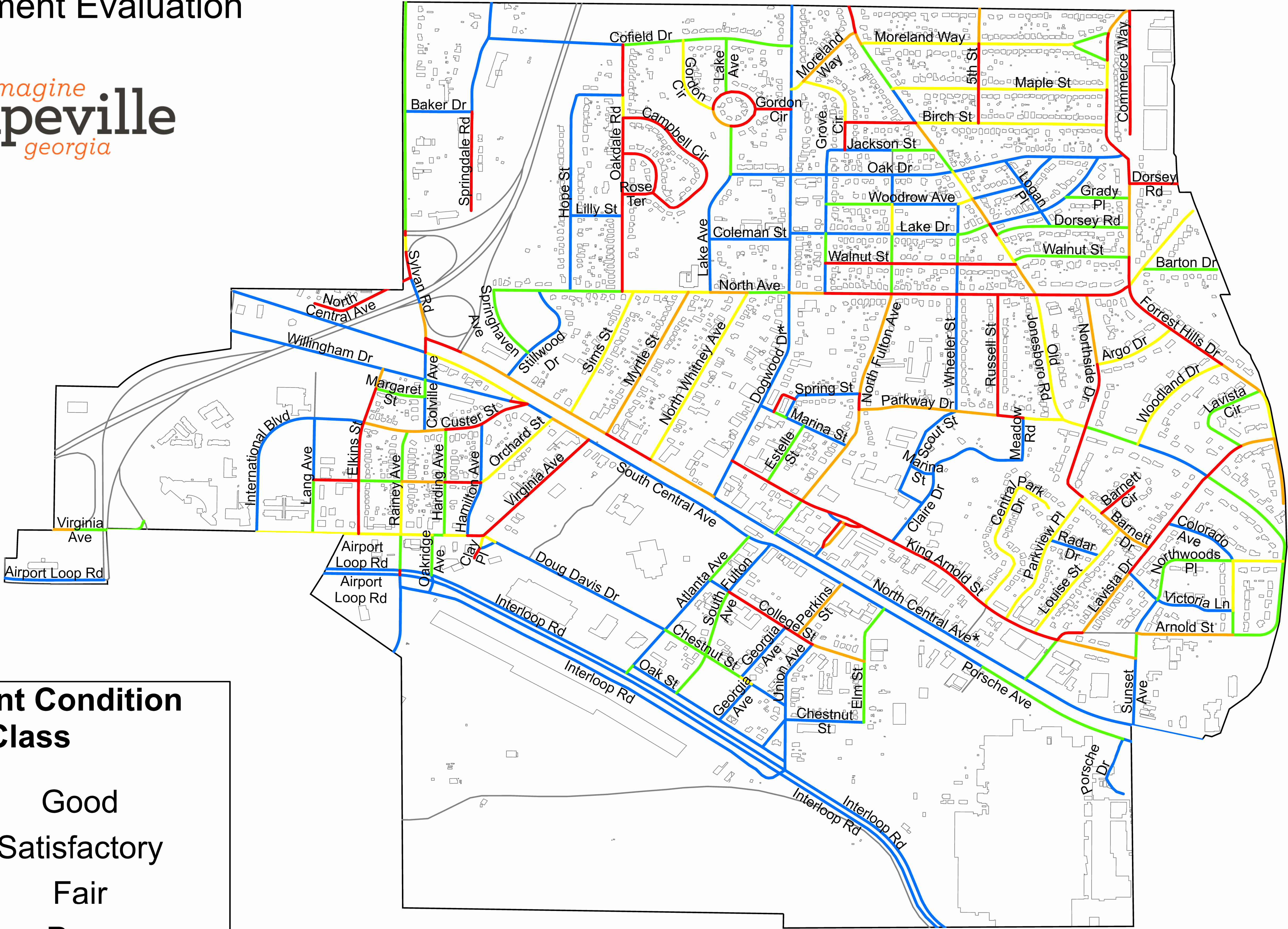
2,000

3,000

4,000

Feet

Note: Asterisk (*) denotes state route



**STATE OF GEORGIA
CITY OF HAPEVILLE**

ORDINANCE NO. _____

AN ORDINANCE OF HAPEVILLE, GEORGIA, ADOPTING THE FISCAL YEAR BEGINNING OCTOBER 1 AND ENDING SEPTEMBER 30 (FY 2025); PROVIDING FOR AN EFFECTIVE DATE; TO REPEAL ANY CONFLICTING ORDINANCES AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the Mayor and Council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, existing Ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City's Charter shall remain effective until they have been repealed, modified, or amended; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by Ordinance; and,

WHEREAS, the governing authority of the City finds it desirable and in the best interest of the financial operations of the City and citizens of the City to change the fiscal year of the City of Hapeville for Fiscal Year 2024.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Article 2 -Financial Administration

The Code of Ordinances of the City of Hapeville, Georgia is hereby amended by amending Article 2 (Financial Administration), Sec. 17-2-2 (Fiscal Year) to read as follows:

The Fiscal year of the city shall begin on October 1 and shall end on September 30 of each year.

Section Two. Codification and Certification

This Ordinance adopted herein shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City of Hapeville.

Section Three. Severability

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional, or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Four. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Four. Effective Date

The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2023.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

