



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>

December 5, 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 to Approve the Alcohol Beverage License Request for Junior's Pizza 2, LLC, located at 397 N. Central Ave Ste 203, Hapeville, GA 30354.

Background:

Junior's Pizza 2, LLC has completed all 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. Juniors Pizza 2 LLC Application_Redacted
 2. Menu
 3. City Planner's Report
 4. Fire Marshall Report
 5. Code Enforcement Report
 6. AD# 694604
- 7.II. Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions)- First Reading.

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions),

Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

The Planning Commission considered this item on November 13, 2023, and recommended approval. Staff supports their recommendation.

Staff Comments:

Public Comments:

Supporting Document(s):

1. Chapter 90___ SUBDIVISIONS_revisions_November 2023_annotated
2. Summary Minutes - 11-13-2023_draft
3. Legal Ad - 12-05-2023_text amendments

- 7.III. Consideration of an amendment to the Code of Ordinances, Chapter 93 (Accessory Uses)- First Reading.

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

This Planning Commission considered this item at the November 13, 2023, meeting and recommended approval. Staff supports their recommendation.

Staff Comments:

Public Comments:

Supporting Document(s):

1. Sec. 93_2_5. Accessory_uses_accessory_buildings_accessory_buildings Revisions_Nov 2023_annotated
2. Summary Minutes - 11-13-2023_draft
3. Legal Ad - 12-05-2023_text amendments

- 7.IV. Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 3 (Nonconforming Uses)- First Reading.

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

Staff Comments:

Public Comments:

Supporting Document(s):

1. ARTICLE 3. NONCONFORMING_USES_Revisions_November 2023_Annotated
2. Summary Minutes - 11-13-2023_draft
3. Legal Ad - 12-05-2023_text amendments

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 Hotel Motel Service Agreement

Background:

An agreement with HdL companies to provide Hotel Motel tax collection reporting to replace TRP Group. The TRP team had an unexpected loss in their team, thus pressing GMA to seek a new service provider for its clients.

Supporting Document(s):

1. GMA-HdL Lodging Tax Agreement
2. 2023-10 GMA HdL Partnership Announcement Letters

9.II. Consideration and Action to approve the September 26, 2023, Special Called meeting minutes.

Supporting Document(s):

1. Special Called Meeting Minutes MC -MS_WithMSLogo

9.III. Consideration and Action to approve November 14, 2023, Council Meeting minutes.

Supporting Document(s):

1. Drafted Mins 11142023

9.IV. Consideration and Action to approve November 27, 2023, Council Meeting minutes.

Supporting Document(s):

1. Drafted Mins 11272023

9.V. Consideration and Action to approve November 27, 2023, Executive Session minutes.

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Consideration and Action of the Mayor and Council 2024 Meeting Schedule Ordinance. - Second Reading.

Background:

City staff is requesting for Council to approve the Ordinance for the Mayor and Council 2024 meeting schedule.

Supporting Document(s):

1. 2024 Mayor and Council Meeting Schedule
2. Amendment to Ordinance for Regular Meetings

11.II. Consideration and Action to Approve an Intergovernmental Agreement (IGA) with Fulton County for Animal Control Services.

Background:

The current Intergovernmental Agreement (IGA) for providing Animal Services by Fulton County for the City of Hapeville expires on December 31, 2023. To continue providing the City of Hapeville with uninterrupted animal services, Fulton County has provided a new IGA that will extend the service for an additional five-year period through December 2028.

During the new IGA period, the estimated share of the total cost to operate the Animal Services program for the City of Hapeville will be based on the classification (rabies-related or not) and location of calls for service. Fulton County will provide real-time billing on a quarterly basis. The approximate cost to Hapeville for the upcoming year will be \$45,382.

Supporting Document(s):

1. City of Hapeville_Animal Control IGA_11.16.23
2. City Notification Letter_Hapeville
3. Attachment 1 - Annual Program Cost Calculator
4. Attachment 2 - Informational Package_Hapeville

- 11.III. Consideration and Action to approve Sol Construction LLC in the amount of \$339,877.00 for the construction of the S. Central Avenue Sidewalk and Gateway Project.

Background:

On November 28, 2023, Community Services received 5 bids for the construction of the S. Central Avenue Sidewalk and Gateway Project. This project is located in the west corridor of the city and will consist of new sidewalks, curb & gutter, landscaping, paving, and a new gateway sign. Sol Construction LLC was the low bidder at \$339,877. The next lowest bid was Corbett Group at \$405,161, followed by Construction 57 Inc. at \$462,820.75. This project will be funded with T Splost funds.

Supporting Document(s):

1. S. Central Sidewalk and Gateway Project
2. S. Central Sidewalk and Gateway Project
3. S. Central Sidewalk and Gateway Project
4. Bid Recommendation Letter

- 11.IV. Consideration and Action to Approve the GA DOT – Interstate 85 Lighting Agreement.

Background:

An agreement with Georgia Department of Transportation (GDOT) to replace lighting on Exit 74 at Interstate 85. GDOT will install new lights and the City will be responsible for ongoing lighting energy costs, repairs, and maintenance. Under separate billing, Georgia Power will include the lighting maintenance and repairs in its monthly cost to the city.

Supporting Document(s):

1. I-85 @ Exit 74 Lighting Agreement (City of Hapeville)

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: 10/11/23 ☒ New ☐ Amended

Contact Name: Jennifer Aton Phone: [REDACTED]

Business/Trade Name: Juniors Pizza 2 LLC

D/B/A: Juniors Pizza

Email: JuniorsPizzaA+12@gmail.com

Emergency Contact Name: Alex Aton Phone: [REDACTED]

Business Address: 397 N. Central Avenue Ste 203, Hapeville GA 30354

TYPE OF BUSINESS

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

TYPE OF LICENSE AND FEES

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

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

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

APPLICANT INFORMATION

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

Full Name: Jennifer Marie Aton Date of Birth: 07/19/1987

Current Address: [REDACTED]

Spouse Name: Donald Alexander Aton

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

Name and Location of Employers for the last five years: Junior's Pizza
77 Georgia Avenue SE, Atlanta GA 30032
Rise-n-Dine 1565 N. Decatur Rd, Atlanta 30307

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

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

BUSINESS INFORMATION

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

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: 92-1025111 State Tax ID Number: 20284006531

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.)

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

Full Name	Position	Social Security Number	Address	% of Interest
See Attached				

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
Jennifer Marie Aton			
Donald Alexander Aton			
Michael Braswell			

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID 14-0096-0006-0026 Zoning District UV

Nearest Intersection: N. Central Avenue & LaVista Drive

Building Square Footage: _____ Business Square Footage (if not using entire building): 1944

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

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

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). Shared parking on LaVista Drive as part of Signal Apartment Complex

Hours/days of operation: Mon-Thurs 11am-9pm Fri + Sat. 11am-10pm
Sun 12 pm-8 pm

Description of adjacent properties (residential/commercial) Vacant commercial properties and an apartment complex

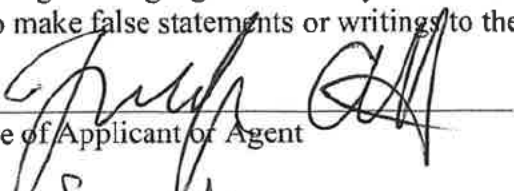
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ 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

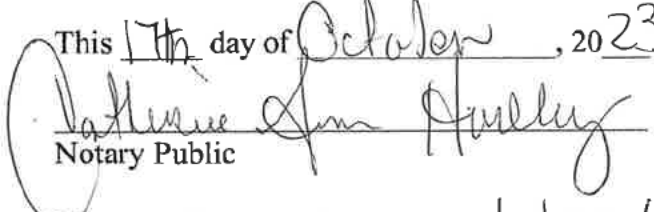
enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. 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

Jennifer Aton
Print or Type Name

I certify that Jennifer Aton (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 17th day of October, 2023


Notary Public

My commission expires on: 1/5/2026



Junior's Pizza

Toppings: Extra Cheese, Feta, Ricotta, Basil, Tomato, Garlic, Roasted Spinach, Mushroom, Pepperoni, Onion, Red Bell Pepper, Black Olives, Green Olives, Italian Sausage, Meatball, Anchovies, Fresh Jalapenos, Banana Peppers, Pineapple, Broccoli

Premium Toppings: Chicken, Bacon, Ham, Vegan Sausage, Vegan Meatball, Vegan Pepperoni, Kalamata Olives

Slices: Toppings \$1.75/each

Specialty Slices:

Calzones:

Premium Toppings \$1.00/each

Plain.....\$3.25

Buffalo Bill.....\$4.95

Meat It.....\$5.75 Sic Slice.....\$5.95

\$8.50

Premium Toppings \$3.65/each

White.....\$4.25

Supreme.....\$4.95 Sic Slice.....\$5.55

Dressings & Sides: Italian, Greek, Balsamic, Ranch, Blue

Sicilian.....\$3.95

Veggie.....\$4.65 Sic Slice.....\$5.20

Cheese, Frank's Buffalo Sauce \$1.50/each

Mike's Hot Honey:

\$1.50/each

Vegan.....\$4.15

House Salad: Iceberg & Romaine lettuce with onions, red bell peppers, mozzarella & tomatoes \$5.75

Greek Salad: Iceberg & Romaine lettuce with feta, kalamata olives, onions, banana peppers & tomatoes

Whole Pies: Toppings 14" \$13.75/ea 16" \$16.25/ea

Premium Toppings 14" \$12.50/ea 16" \$15.25/ea

Specialty Pies:

\$6.25

Plain 14".....\$14.95 Plain 16".....\$16.50

Buffalo Bill 16".....\$25.25 Sic.....\$27.95

White 14".....\$19.00 White 16".....\$20.75

Meat It 16".....\$28.50 Sic.....\$32.95

Sicilian.....\$19.75 Vegan Sic.....\$24.75 White Sic.....\$23.95

Supreme 16".....\$24.25 Sic.....\$28.25

Vegan 14".....\$20.50 Vegan 16".....\$22.25

Veggie 16".....\$23.25 Sic.....\$27.25

Gluten Free.....\$15.00

Vegan Veggie 16".....\$28.95 Sic.....\$32.25



Alcohol License Establishment Planning & Zoning Form

Date: November 12, 2023

Business Name: Juniors Pizza 2 LLC DBA Juniors Pizza

Business Address: 397 N Central Ave, Suite 203

Business Owner: Jennifer Aton

Building Square Footage: not provided

Square footage of Business Unit: 1,944SF

Will the establishment provide patio/outdoor dining? Not indicated on application.

Number of Parking Spaces Provided: 16 Shared parking on site with Signal Apartments and Lavista Drive on street parking.

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: 6, which will be met by shared parking.

Outdoor dining: Unknown.

Staff Recommendation: The proposed location complies with zoning.

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business is a restaurant that 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 11am to 9pm Monday through Thursday, 11am to 10pm Friday and Saturday, 12pm to 8pm Sundays. There are 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 mixed use commercial area of Hapeville. There are other restaurants on neighboring properties 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.

There is shared parking available on site with the apartments as well as parking along Lavista Drive.

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

This business is in a newly developed mixed-use project that has been through site review. No significant additional traffic is expected.

Sec. 5-6-4. - Sales outside of licensed premises.

It shall be unlawful for any person to sell alcoholic beverages on the streets or sidewalks within the city, or elsewhere, outside of the building, premises, or place of business licensed for such sale, except that businesses with licenses to dispense alcoholic beverages by the drink for consumption on the premises may serve such beverages only within the confines of the licensed building structure; provided, however, that any business with such license which has an outside patio area on private property or on privately leased public property that is actually and permanently attached to the main building may serve alcoholic beverages in an defined and enclosed patio area. The structure must be approved by the city's community development and fire departments, but does not have to be solid or restrict visibility into or out of the patio/open area. No bar, whether permanent or temporary, may be set up in such outside areas. Businesses with licenses to dispense alcoholic beverages by the drink for consumption on the premises within the city may also apply for a special use permit to sale alcoholic beverages at temporary events specifically authorized by the city for outside sales. Outside sales under this section shall be limited to the Downtown Development Zone and other areas as may be approved by the city council from time to time.

There is a patio space which is not indicated on the application. Should alcohol be served outside, a defined and enclosed patio area is required.

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 stated business hours of 11am to 9pm Monday through Thursday, 11am to 10pm Friday and Saturday, 12pm to 8pm Sundays.

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

N/A

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

Should be confirmed by Fire Marshall and/or Police Department

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

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

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

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

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

Inspection No:	IAL 23- 016
Inspection Date:	11/09/2023
Inspection Time:	0
Inspected By:	Eskew, Brian

HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders

Facility:	Juniors Pizza	Address:	397 North Central Avenue #2109		
Phone:	770-362-6580				
Fax:		City:	City of Hapeville		
Email:	juniorspizzaatl@gmail.com	State:	GA	Postal Code:	30354

Primary Contact

Contact:	Aton, Jennifer	Work:	
Email:		Cell:	

Inspection Type: Inspection - Business License

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.

Date: December 1st, 2023

Reference:

Code Compliance Inspection For: Juniors Pizza LLC.

Summary:

A Code Compliance Inspection was conducted at **203 North Central Avenue**, who are in the process of obtaining an occupational tax permit within the City of Hapeville.

Findings:

During my inspection, I observed no code violations for exterior structure and interior. Juniors Pizza are compliance.

Business was advised to post Occupational Tax Certificate and alcohol license in view of the public.



JUNIOR'S PIZZA LLC
397 NORTH CENTRAL AVE
ATLANTA, GA 30354



THE DAILY REPORT
136 Pryor Street, SW
Suite CB14
Atlanta, GA 30303

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

In Re: Ad # 694604

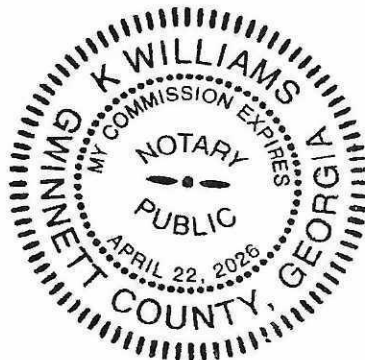
Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent for the ALM, LLC publishers of the Daily Report, the official legal organ of Fulton County, published in Atlanta, Georgia, in said county and state, and that the publication, of which is annexed is true copy, was published in said newspaper as provided by law on the following dates: 11/21/23, 11/28/23, _____, _____

Allecia Linds
Agent of the Daily Report

Sworn to and subscribed before me this
29TH day of November, 2023

K Williams
Signature, Notary Public
K. Williams

My Commission Expires Apr. 22, 2026
Location: Gwinnett County, Georgia



ON PREMISE CONSUMPTION
APPLICATION HAS BEEN MADE BY
JUNIOR'S PIZZA OWNER JENNIFER ATON, AT 397
NORTH CENTRAL AVE, HAPEVILLE, GA 30354 FOR
THE ISSUANCE OF A 2023 ALCOHOL BEVERAGE
ON-PREMISES CONSUMPTION OF BEER AND
WINE. A PUBLIC HEARING WILL BE HELD BY
HAPEVILLE MAYOR AND COUNCIL ON DECEMBER
5TH, 2023, AT 6:00 PM, AT HAPEVILLE MUNICIPAL
COMPLEX AT 700 DOUG DAVIS DRIVE, HAPEVILLE,
GEORGIA 30354.
#0000694604:11/21-2AS

Chapter 90 SUBDIVISIONS

Sec. 90-1-1. Purpose, authority and jurisdiction.

- (a) *Purpose.*
- (1) Land subdivision is the first step in the process of community development. Once land has been divided into streets, lots and blocks and publicly recorded, the correction of defects is costly and difficult. Subdivision of land sooner or later becomes a public responsibility, in that roads and streets must be maintained and various public services customary to urban areas must be provided. The welfare of the entire community is thereby affected in many important respects. It is therefore to the interest of the public, the developer and the future owners that subdivisions be conceived, designed and developed in accordance with sound rules and proper minimum standards.
 - (2) The major street plan, of which certified copies were filed in the office of the city clerk and the following standards guiding the planning commission are designed to provide for the harmonious development of the area; to secure a coordinated layout and adequate provisions for traffic; and also to secure adequate provision for light, air, recreation, transportation, water, drainage, sewer and other sanitary facilities.
- (b) *Authority.* These subdivision regulations are adopted under the authority granted by the laws of the state. The planning commission has fulfilled the requirements set forth in state law as prerequisites to the adoption of these regulations.
- (c) *Jurisdiction.* These regulations shall govern all consolidations and subdivisions of land within the corporate limits of the city as now or hereafter established. A subdivision is the division of a lot into two or more lots, the consolidation of two or more lots, or a change in the boundary of one or more lots. The term subdivision includes subdivision, resubdivision, and lot consolidation for the purpose, whether immediate or future, of sale or building development. Any owner of land within this area wishing to consolidate or subdivide land shall submit to the planning commission a plat of the proposed subdivision according to the procedures outlined in section 90-1-2, which plat shall conform to the minimum requirements set forth in section 90-1-3. Improvements shall be installed as required by section 90-1-4 of these regulations.

Commented [LP1]: Highlighted language added.
Removed language: Within these regulations, "the terms subdivision shall mean the division of a tract or parcel of land into two or more lots, sites, or divisions. Also deleted, "and includes resubdivision, and, when appropriate to the context, relates to the process of subdividing or to the land or area subdivided."

Sec. 90-1-2. Procedure for plat approval.

- (a) *Preliminary plat preparation and submission.* The procedure for review and approval of a consolidation or subdivision plat consists of the preparation and submittal of a preliminary plat of the proposed consolidation or subdivision to the planning commission.
- (b) *Final plat preparation and submission.* A final plat, including the required certificates, may be submitted to planning commission following approval of a preliminary plat. The final plat becomes the instrument to be recorded in the office of the clerk of superior court when duly signed by the secretary of the planning commission.
- (c) *Consultation/technical advisory.* The subdivider should consult city staff for advice and assistance before preparing the preliminary plat and its formal application for approval. This will enable the subdivider to become thoroughly familiar with these regulations, the major street plan and other official plans for public improvements which might affect the area. Such informal review should minimize unnecessary delays and costly revisions.
- (d) *General.*
- (1) Any owner of land lying within the city wishing to subdivide land shall submit a preliminary plat of the proposed subdivision to the planning commission for approval and shall obtain approval prior to the filing of a final subdivision plat. Any such plat of subdivision shall conform to the minimum standards of

Commented [LP2]: Highlighted language added.

Commented [LP3]: Highlighted language added.
Removed "divide that (land) into two or more lots, or to resubdivide land," for clarity.

design for the subdivision of land as set forth in section 90-1-3 of these regulations and shall be presented in the manner specified in this chapter. No subdivision plat shall be **recognized as a legally formed plat by the City unless it is filed or recorded by the Clerk of the Superior Court of Fulton County after the subdivision plat is approved and certified** by the planning commission as specified herein.

- (2) In order to secure review and approval of the planning commission of a proposed subdivision, the prospective subdivider shall, prior to the making of any street improvements or installations of utilities, submit to the planning commission a preliminary plat as provided in subsection (e) below. Upon approval of the preliminary plat, the subdivider may proceed with preparation of the final plat and other required documents as specified in subsection (f) and the improvements set forth in section 90-1-4.

(e) *Preliminary plat.*

- (1) A minimum of five days prior to the meeting at which the preliminary plat is to be considered, the subdivider shall submit two copies of the preliminary plat of the proposed subdivision drawn to a scale of not less than one inch equals 100 feet to the planning commission.
- (2) The preliminary plat shall meet the minimum standards of design and the general requirements for the construction of public improvements as set forth in section 90-1-3 and shall contain the following information insofar as possible:
 - a. The proposed subdivision name and location, name and address of the owner or owners, and name of the author of the plat who shall be a state-registered engineer or land surveyor.
 - b. Date, approximate north point and graphic scale.
 - c. The location of existing and platted property lines, streets, buildings, watercourses, railroads, sewers, bridges, culverts, drain pipes, water mains and any public utility easements; the present zoning classification of the land to be subdivided and the adjoining land; and the names of adjoining property owners or subdivisions.
 - d. Plans of proposed underground utility layouts (including sewers, water mains and electrical service) showing feasible connections to the existing or any proposed utility systems.
 - e. The names, locations, widths and other dimensions of proposed streets, alleys, easements, parks and other open spaces, reservations, lot lines and utilities.
 - f. Contours at vertical intervals of not more than five feet.
 - g. The acreage of the land to be subdivided and acreage of any lots to be created.
 - h. Location map showing the relationship of subdivision to area.
- (3) Within 30 days after submission of the preliminary plat, the planning commission will review the plat and indicate its approval, denial or approval subject to modifications as a basis for preparation of the final plat. If a plat is denied, reasons for the denial will be indicated in writing. If approved subject to modifications, the nature of the required modifications will also be indicated in writing.
- (4) Approval of the preliminary plat by the planning commission will not constitute acceptance of the final plat and will not be indicated on the preliminary plat.
- (5) One copy of the preliminary plat shall be retained by the planning commission secretary. The second copy will be returned to the subdivider with any notations at the time of approval or denial and the specific modifications, if any, required.
- (6) Approval of the preliminary plat shall lapse and become null and void unless a final plat based thereon is submitted within one year from the date of such approval. The applicant may request from the planning commission an extension of time not to exceed one year upon good cause **shown**.

(f) *Final plat.*

Commented [LP4]: Removed 30 daytime limitation for the Planning Commission to act. "Failure of planning commission to act on the preliminary plat within 30 days of the meeting at which the preliminary plat was first considered will be deemed approval of this plat."

Commented [LP5]: Added applicant responsibility to request an extension, now limited to one year (from 180 days).

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- (1) The final plat shall conform substantially to the preliminary plat as approved, and, if desired by the subdivider, may constitute only that portion of the approved preliminary plat proposed for recording and development at the time; provided, however, that any portion conforms to all requirements of these regulations.
- a. A minimum of five days prior to the planning commission meeting at which it is to be considered, the subdivider shall submit an electronic file and the original drawing in black ink and three copies (black and white prints), together with any street profiles or other plans that may be required by planning commission.
 - b. The plat shall be drawn to a scale of one-inch equals 100 feet on sheets not larger than 22 inches by 34 inches or an approved size to correspond to local plat book dimensions. When more than one sheet is required, an index sheet of the same size shall be filed showing the entire subdivision with the sheets lettered in alphabetical order as a key.
 - c. When the plat has been approved by the planning commission, one copy will be returned to the subdivider, with the approval of the planning commission certified thereon, for filing with the clerk of superior court as the official plat of record. One copy containing the certification of the planning commission will be returned to the subdivider and the planning commission secretary shall retain the other two copies.
- (2) Approval of the final plat by the planning commission shall not constitute acceptance by the city of dedication of any streets, easements or other public way, ground or improvements.

The final plat shall show:

- a. The lines of all streets, roads, and allies, lot lines, building setback lines, lots numbered in numerical order, house numbers, reservations, easements and any areas to be dedicated to public use or sites for other than residential use with notes stating their purpose and any limitations.
- b. Sufficient data to readily determine and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, block line and building line, whether curved or straight, and including the true north point. This shall include the radius, central angle and tangent distance for the centerline of curved streets and curved property lines that are not the boundary of curved streets.
- c. All dimensions to the nearest 100th of a foot and angles to the nearest minute.
- d. Location and description of monuments.
- e. The names and locations of adjoining subdivisions and streets and the location and ownership of adjoining property.
- f. Date, title, name and location of subdivision, graphic scale and true north point.
- g. Location map showing site in relation to area.
- h. Certification showing that the applicant is the landowner or legally authorized representative and dedicates streets, rights-of-way, improvements and any sites for public use. Certification form must comply with the following:

Owner's Acknowledgement and Dedication:

(STATE OF GEORGIA)

(FULTON COUNTY)

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicates by this Declaration to the use of the public forever all streets, easements, sanitary

Commented [LP6]: Removed 30 daytime limitation for the Planning Commission to act. "The planning commission shall approve or deny a final plat within 30 days of the date upon which the plat was first considered by the planning commission. Failure of the planning commission to act on the final plat within these 30 days shall be deemed approval. In the event a final plat is denied, the grounds for denial shall be stated in the records of the planning commission."

sewers and appurtenances, potable water mains and appurtenances, storm drains and appurtenances, and other public facilities and appurtenances thereon shown.

Signature of Subdivider Date Signed

Printed or Typed Name of Subdivider

Signature of Owner Date Signed

Printed or Typed Name of Owner

- i. Certification by the landowner acknowledging that the city assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way, or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat and that the city does not assume responsibility for maintenance of pipes and drainage ditches in drainage easements beyond the city right-of-way. Structures other than storm drainage structures are not permitted in drainage easements.
- j. Certification by land surveyor or engineer to accuracy of survey and plat and placement of monuments. Certification form must comply with the following:

Final Surveyor's Certificate:

It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments and markers shown thereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in _____ feet and an angular error of _____ per angle point, and was adjusted using the _____ rule. This plat has been calculated for closure and is found to be accurate within one foot in _____ feet and the property shown contains a total of _____ acres. The equipment used to obtain the linear and angular measurements herein was _____.

By: _____
Date

Registered Georgia Land Surveyor No. _____

Date of Expiration _____

- k. Certification of Final Plat Approval containing the following statement:

Final Plat Approval:

This subdivision plat has been reviewed by the Planning Commission and the City Engineer and found to be in compliance with Zoning Ordinance, Conditions of Zoning Approval, City of Hapeville Development Regulations and Subdivision Regulations, as amended, and that it has been approved by all other affected City and County Departments, as appropriate. The Mayor and City Council hereby approve this Final Plat, subject to the provisions and requirements of the City's regulations and the provisions and requirements of the Development Performance and Maintenance Agreement executed for this development between the Owner and the City of Hapeville.

City Clerk - On Behalf of Mayor and Council Date

Chairman, Planning Commission Date

City Engineer Date

- l. If final plat approval is requested before all improvements have been installed in accordance with the requirements of the regulations, the owner shall post a security bond in an amount determined by the city to be sufficient to ensure the completion of all required improvements. Security bond language and bond provider shall satisfy all requirements of the city.
 - m. All other notes or notations as may be required by the city.
- (g) *Short-cut procedure.* Subdivisions that do not involve the creation of new streets or installation or dedication of infrastructure may be submitted as final plats without the necessity of preliminary plat approval.

Sec. 90-1-3. General requirements and minimum standards of design.

- (a) *Streets.*
 - (1) *Conformity to the major street plan.* The location and width of all streets and roads shall conform to the official major street plan.
 - (2) *Relation to adjoining street systems.* The proposed street system shall extend existing streets or projects at the same or greater width, but in no case less than the required minimum width.
 - (3) *Street widths.* The minimum width of right-of-way, measured from lot line to lot line, shall be as shown on the major street plan, or if not shown on that plan, shall be not less than as follows:
 - a. For major streets, 70 feet as may be required. Major streets are those regional roads to be used primarily for fast or heavy traffic and will be located on the major street plan.
 - b. For arterial streets, 60 feet. Arterial streets are those which carry traffic from minor streets to the major streets and include the principal streets utilized for local circulation.
 - c. For minor and collector residential streets, 50 feet. Minor streets are those which are used primarily for access to the abutting residential properties and designed to discourage their use by through traffic. Collector residential streets are those which carry traffic from residential streets to arterial streets.
 - d. For dead-end streets (culs-de-sac), 50 feet. Cul-de-sacs are permanent dead-end streets or courts designed so that they cannot be extended in the future. "Hammerhead" turnarounds are also permitted on dead-end streets accessing low density neighborhoods.
 - e. For alleys, ten feet to 16 feet. Alleys are minor public ways used primarily for service access to the back or side of properties otherwise abutting on a street. In cases where topography or other typical physical conditions make a street of the required minimum width impracticable, the planning commission may modify the above requirements. Through proposed business areas the street widths shall be increased ten feet on each side if needed to provide parking without interference of normal passing traffic.
 - (4) *Additional width on existing streets.* Subdivisions that adjoin existing streets shall dedicate additional right-of-way to meet the above minimum street width requirements.
 - a. The entire right-of-way shall be provided where any part of the subdivision is on both sides of the existing street.
 - b. When the subdivision is located on only one side of an existing street, one-half of the required right-of-way, measured from the centerline of the existing roadway, shall be provided.

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- (5) *Restriction of access.* When a tract fronts on an arterial street or highway, the planning commission may require those lots to be provided with frontage on an access street.
- (6) *Street grades.* Grades on major streets shall not exceed seven percent. Grades on other streets may exceed seven percent but not ten percent.
- (7) *Horizontal curves.* Where a deflection angle of more than ten degrees in the alignment of a street occurs, a curve of reasonably long radius shall be introduced. On streets 60 feet or more in width, the centerline radius of curvature shall be not less than 300 feet; on other streets not less than 100 feet.
- (8) *Vertical curves.* All changes in grade shall be connected by vertical curves of minimum length in feet equal to 15 times the algebraic difference in rates of grade for major streets and one-half this minimum length for other streets. Profiles of all streets showing natural and finished grades drawn to a scale of not less than one inch equals 100 feet horizontal, and one-inch equals 20 feet vertical, may be required by the planning commission.
- (9) *Intersections.*
- a. Street intersections shall be as nearly at right angles as is possible, and no intersection shall be at an angle of less than 60 degrees.
 - b. Property line radii at street intersections shall not be less than 20 feet and where the angle of street intersection is less than 75 degrees, the planning commission may require a greater curb radius. Wherever necessary to permit the construction of a curb having a desirable radius without curtailing the sidewalk at a street corner to less than normal width, the property line at such street corner shall be rounded or otherwise set back sufficiently to permit such construction.
- (10) *Tangents.* A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets.
- (11) *Street jogs.* Street jogs with centerline offsets of less than 125 feet shall be prohibited.
- (12) *Dead-end streets.*
- a. Minor terminal streets or courts designed to have one end permanently closed shall be no more than 400 feet long unless necessitated by topography. They shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet and a street right-of-way diameter of at least 100 feet. "Hammerhead" turnarounds are also permitted on dead-end streets accessing low density neighborhoods.
 - b. Where, in the opinion of the planning commission, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary of the property. These dead-end streets shall be provided with a temporary turnaround having a roadway diameter of at least 80 feet.
- (13) *Private streets and reserve strips.* There shall be no private streets platted in any subdivision. Every subdivided property shall be served from a publicly dedicated street. There shall be no reserve strips controlling access to streets, except where the control of such strips is definitely placed with the community under conditions approved by the planning commission.
- (14) *Street names.* Proposed streets in obvious alignment with others already existing and named shall bear the names of existing streets. In no case shall the name for proposed streets duplicate existing street names, irrespective of the use of the suffix street, avenue, boulevard, driveway, place or court.
- (15) *Alleys.* Alleys shall be provided to the rear of lots used for business purposes, and shall not be provided in residential blocks except where the subdivider produces evidence satisfactory to the planning commission of the need for alleys.
- (b) *Blocks.*

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- (1) *Length.* Blocks shall not be less than 400 feet or more than 1,200 feet in length, except as the planning commission considers necessary to secure efficient use of land or desired features of street pattern. In blocks over 800 feet in length, the planning commission may require one or more public cross walks of not less than ten feet in width to extend entirely across the block and at locations deemed necessary.
- (2) *Width.* Blocks shall be wide enough to allow two tiers of lots of minimum depth, except where fronting on major streets or prevented by topographical conditions or size of the property, in which case the planning commission will approve a single tier of lots of minimum depth.
- (c) *Lots.*
- (1) *Arrangement.* Insofar as practical, side lot lines shall be at right angles to straight street lines or radial to curved street lines. Each lot shall have frontage on a public street.
- (2) *Minimum size.* The size, shape and orientation of lots shall be such as the planning commission deems appropriate for the type of development and use contemplated. Remnant lots, that is, parcels of land that would not comply with the minimum lot area or width following subdividing shall be prohibited. Such remnant parcels shall be added to adjacent lots rather than be platted as unusable parcels.
- a. The size and widths of lots shall in no case be less than the minimum requirements of the zoning ordinance. No lot shall have a width greater than six times the lot depth at the building setback line without specific approval by the planning commission.
- b. Size of properties reserved or laid out for commercial or industrial properties shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated. Platting of individual lots should be avoided in favor of an overall design of the land to be used for such purposes.
- (3) *Minimum depth.* The minimum depth of building setback lines from the right-of-way shall not be less than 30 feet and in the case of corner lots 15 feet from the side street right-of-way unless a lower standard is allowed by an existing zoning ordinance.
- (4) *Corner lot dimension.* Corner lots shall be sufficiently wider and larger to permit the additional side yard requirements of the zoning ordinance or building setback lines outlined above.
- (5) *Lots on a curved street or cul-de-sac.* All such lots shall comply with the minimum lot frontage at the building setback line. No lot shall have a lot width less than 35 feet at the street right-of-way.
- (6) *Lots in more than one municipality.* No new lot created subsequent to the effective date of this chapter shall be divided by a city boundary line.
- (7) *Double frontage lots.* No lot, other than a corner lot, shall have frontage on more than one street unless a reserve strip that would prohibit vehicle access is created.
- (d) *Public use and service areas.* Due consideration shall be given to the allocation of areas suitably located and of adequate size for playgrounds and parks for local or neighborhood use as well as public service areas. Plats indicating dedication of park and playground areas to the city shall be approved conditionally subject to the written acceptance of the land by mayor and council.
- (1) *Public open spaces.* Where a school, neighborhood park or recreation area or public access to water frontage, shown on an official map or in a plan made and adopted by the planning commission, is located in whole or in part in the applicant's subdivision, the planning commission may require the dedication or reservation of such open space within the subdivision up to a total of ten percent of the gross area or water frontage of the lot, for park, school or recreation purposes.
- (2) *Easements for utilities.* Except where alleys are permitted for the purpose, the planning commission may require easements, not less than ten feet in width, for wires, conduits, storm and sanitary sewers, gas, water and heat mains or other utility lines, along all rear lot lines, along side lot lines if necessary, or if, in the opinion of the planning commission, advisable. Easements of the same or greater width may be required along the lines of or across lots, where necessary for the extension of existing or

planned utilities. Easements greater than ten feet in width may be required where additional utilities, utilities larger in size or utilities greater than five feet in depth below grade are proposed in the easement.

- (3) *Community assets.* In all subdivisions, due regard shall be shown for all natural features such as large trees, watercourses, historical resources and similar community assets which, if preserved, will add attractiveness and value to the property.

(e) *Suitability of the land.*

- (1) The planning commission shall not approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public the site is not suitable for platting and development purposes of the kind proposed.
- (2) Land subject to flooding and land deemed to be topographically unsuitable shall not be platted for residential occupancy, or for any other uses as may increase danger to health, life or property or aggravate erosion or flood hazard. Such land within the plat shall be set aside for those uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory living conditions.

- (f) *Large tracts or parcels.* When land is subdivided into larger parcels than ordinary building lots, those parcels shall be arranged so as to allow for the opening of future streets and logical further resubdivision.

- (g) *Group housing developments.* A comprehensive group housing development, including single-family attached developments and the large-scale construction of housing units together with necessary drives and ways of access, may be approved by the planning commission although the design of the project does not include standard street, lot and subdivision arrangements, if departure from the foregoing standards can be made without destroying their intent.

- (h) *Variances.* Where the subdivider can show that a provision of these standards would cause unnecessary hardship if strictly adhered to, and where, because of topographical or other conditions peculiar to the site, in the opinion of the planning commission, a departure may be made without destroying the intent of these provisions, the planning commission may authorize a variance. Any variance thus authorized is to be stated in writing in the minutes of the planning commission with the reasoning on which the departure was justified set forth.

(i) *Zoning or other regulations.*

- (1) No final plat of land within the force and effect of an existing zoning ordinance will be approved unless it conforms to that ordinance.
- (2) Whenever there is a discrepancy between minimum standards or dimensions noted herein and those contained in zoning regulations, the building code or other official regulations, the highest standard shall apply.

Sec. 90-1-4. Development prerequisite to final approval.

- (a) *Required improvements.* Every subdivision developer shall be required to grade and improve streets and alleys, install curbs and sidewalks, **boundary markers**, sewers, stormwater inlets and water mains in accordance with specifications established by the city.

(1) *Boundary Markers.*

- a. Concrete monuments three inches in diameter or square, 18 inches long, with a flat top indented with a cross and set flush with the finished grade and or iron rods with a minimum cross section of 0.2 inches, 18 inches long, and driven so as to be flush with the finished grade shall be set at all street corners, at all points where the street lines intersect the exterior boundaries of the subdivision, and at angle points and points of curve in each street.

Commented [LP7]: Changed language from Monuments to Boundary Markers.
Highlighted text added.
Removed text "The top of the monument shall have an indented cross to identify properly the location and shall be set flush with the finished grade."

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- b. All other lot corners shall be marked with an iron rod with a minimum cross section of 0.2 inches, 18 inches long, and driven so as to be flush with the finished grade.
- (2) *Grading.* All streets, roads and alleys shall be graded to their full width by the subdivider so that pavements and sidewalks can be constructed on the same level plane. Due to special topographical conditions, deviation to the above will be allowed only with special approval of planning commission.
- a. *Preparation.* Before grading is started, the entire right-of-way area shall be first cleared of all stumps, roots, brush and other objectionable materials and all trees not intended for preservation.
- b. *Cuts.* All tree stumps, boulders and other obstructions shall be removed to a depth of two feet below the subgrade. Rock, when encountered, shall be scarified to a depth of 12 inches below the subgrade.
- c. *Fill.* All suitable material from roadway cuts may be used in the construction of fills, approaches, or at other places as needed. Excess materials, including organic materials, soft clays, etc., shall be removed from the development site. The fill shall be spread in layers not to exceed 12 inches loose and compacted by a sheep's foot roller. The filling of utility trenches and other places not accessible to a roller shall be mechanically tamped, but where water is used to assist compaction the water content shall not exceed the optimum of moisture.
- (3) *Storm drainage.* An adequate drainage system, including necessary open ditches, pipes, culverts, intersectional drains, drop inlets, bridges, etc., shall be provided for the proper drainage of all surface water. Cross drains shall be provided to accommodate all natural water flow, and shall be of sufficient length to permit full width roadway and the required slopes. The size openings to be provided shall be determined by Talbot's formula, but in no case shall the pipe be less than 12 inches. Cross drains shall be built on straight lines and grade, and shall be laid on a firm base but not on rock. Pipes shall be laid with the spigot end pointing in the direction of the flow and with the ends fitted and matched to provide tight joints and a smooth uniform invert. They shall be placed at a sufficient depth below the roadbed to avoid dangerous pressure of impact, and in no case shall the top of the pipe be less than one foot below the roadbed. In all cases, drainage improvement plans and the improvements themselves shall be approved by the city engineer.

Drainage system design shall be in accordance with the Georgia Stormwater Management Manual published by ARC, latest update, unless approved otherwise. Drainage systems shall also comply with all other applicable city ordinances and regulations, including the floodplain management ordinance, post development stormwater management regulations and the erosion and sediment control ordinance. Drainage construction shall comply with the state department of transportation standard specifications unless approved otherwise. Storm drain pipe material within city street rights-of-way shall be reinforced concrete pipe in accordance with state department of transportation specifications.

- (4) *Roadway surfacing.* After preparation of the subgrade, the roadbed shall be surfaced with material required by local standards, but of no lower classification than crushed rock, stone or gravel. The size of the crushed rock or stone shall be that generally known as crushed rock stone from two and one-half inches down including dust. Spreading of the stone shall be done uniformly over the area to be covered by means of appropriate spreading devices and shall not be dumped in piles. After spreading, the stone shall be rolled until thoroughly compacted. The compacted thickness of the stone roadway shall be no less than six inches.

Following application of a crushed stone base having a minimum thickness of six inches, contractor shall provide surface paving of local and minor residential streets consisting of two inches of 19 mm Superpave asphalt. Upon issuance of a certificate of occupancy for 90 percent of the dwellings served by the street have been built, or prior to the end of the one-year maintenance period (but after the 11th month), whichever occurs first, contractor shall provide a final wearing course of one and one-half inch of 12.5 mm Superpave asphalt paving. All paving materials shall meet the requirements of the state department of transportation standard specifications.

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- (5) *Minimum pavement widths.* Due to the diversity of development in the city, required pavement widths will necessarily vary with the character of building development and the amount of traffic encountered. Minimum pavement widths between curbs shall be as follows:
- a. For minor residential streets, 30 feet. Most minor streets in residential developments.
 - b. For collector streets, 36 feet. Including minor streets which in the opinion of the planning commission will involve sufficient traffic and/or parking to justify the width.
 - c. For arterial streets and highways, as may be required.
- (6) *Curbs and gutters.* Except on rural streets, the subdivider shall provide permanent six-inch concrete curbs with 24-inch integral concrete gutters or standard rolled curb and gutters.
- (7) *Sidewalks.*
- a. For the safety of pedestrians and of children at play, installation by the developer of sidewalks on both sides of streets will normally be required. The commission may waive the requirements of sidewalks along streets where a park, railroad or other use on one side of a street makes a sidewalk nonessential.
 - b. Sidewalks shall be located not less than one foot from the property line to prevent interference or encroachment by fencing, walls, hedges or other planting or structures placed on the property line at a later date. In single-family residential areas and multifamily or group housing developments, concrete sidewalks shall be five feet wide and four inches thick. Sidewalks in commercial areas shall be five feet wide and ten feet wide as dictated by adjoining sidewalk widths.
- (8) *Installation of utilities.* After grading is completed and approved and before any base is applied, all of the work for underground utilities including water mains, gas mains, electrical lines, etc., and all service connections shall be installed completely and approved throughout the length of the road and across the flat section. All driveways for houses to be built by the developer shall be cut and drained.
- (9) *Water supply system.*
- a. Water mains properly connected with the city water supply system shall be constructed in such a manner as to adequately serve all lots shown on the subdivision plat for both domestic use and fire protection. Water mains shall be located on public property and not private property.
 - b. The sizes of water mains, the location and types of valves and hydrants, the amount of soil cover over the pipes and other features of the installation shall be approved by the city engineer and fire chief.
- (10) *Sanitary sewers.* Sanitary sewers shall be installed in such a manner as to serve adequately all lots with connection to the public system, according to plans approved by the city engineer.
- (b) *Recommended improvements.* The planting of street trees and installation of street name signs is considered a duty of the subdivider as well as good business practice.
- (1) *Street trees.*
- a. Trees adjacent to the sidewalk, in supplemental areas and in landscape strips between the sidewalk and the curb, are a protection against excessive heat and glare and enhance the attractiveness and value of abutting property. All tree plantings shall conform to the requirements of chapter 93, article 29.
 - b. It is recommended that trees be planted inside the property lines where they are less subject to injury, decrease the chance of motor accidents and enjoy more favorable conditions for growth. If trees are to be planted within a planting strip in the right-of-way, their proposed locations and species to be used must be submitted for the community services department's approval since the public inherits the care and maintenance of such trees.

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- (c) *Guarantees in lieu of completed improvements.* No final subdivision plat shall be approved by the planning commission or accepted for record by the clerk of the superior court until the improvements listed shall be constructed in satisfactory manner and approved by the city engineer, or in lieu of such prior construction, the planning commission may accept a security bond in an amount equal to the estimated cost of installation of the required improvements, whereby improvements may be made and utilities installed without cost to the city in the event of default by the subdivider.

Sec. 90-1-5. Enforcement and penalties for violations.

- (a) Any person, firm or corporation violating any of the provisions of these regulations shall be deemed guilty of an offense and, upon conviction thereof, shall be punished as provided in the City Charter. Each day's continuance of a violation shall be considered a separate offense. The owner of any lands or parts thereof, where anything in violation of these regulations shall be placed or shall exist, or any builder, contractor or agent of the owner who may have assisted in the commission of any violation, shall be guilty of a separate offense.
- (b) In any violation in which any land is or is proposed to be used in violation of these regulations or amendment thereto adopted by the mayor and council, the legal counsel of the city or any owner of real estate therein may, in addition to other remedies provided by law, institute injunction, abatement or any appropriate action or actions, proceeding or proceedings to prevent, enjoin or abate such unlawful use.

Sec. 90-1-6. Adoption and effective date.

- (a) Before adoption of these subdivision regulations or any amendment thereof, a public hearing thereon shall be held by the mayor and council; 15 days notice of the time and place of which shall be given by one publication in a newspaper of general circulation in the city.
- (b) These rules and regulations shall be in full force and effect from and after their adoption and effective date.



Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

**Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354**

November 13, 2023 6:00 PM

SUMMARY MINUTES

1. Called to Order at 6:02 PM.

2. Roll Call

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

3. Approval of Minutes

3.I. Minutes of October 10, 2023

MOTION ITEM: Jeanne Rast made a motion to approve the minutes of October 10, 2023, as submitted. The motion was seconded by Leah Davis. **MOTION CARRIED: 6-0.**

4. Old Business

4.I. 400 Porsche Avenue

Request for Tree Bank Contribution

Background:

The Redmond Company on behalf of Atlanta Postal Credit Union is requesting approval to allow for a contribution to the City's Tree Bank in lieu of full compliance with the City's Tree Conservation Code for the property located at 400 Porsche Avenue (Parcel ID: 14 0096 LL0585). The property is zoned B-P, Business Park.

MOTION ITEM: Lucy Dolan made a motion to remove the request from the agenda as this request approved at the October 10, 2023. The motion was seconded by Cliff Thomas.

MOTION CARRIED: 6-0.

5.I. New Business

5.I. Subdivision Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions), Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed subdivision text amendment. The motion was seconded by Rob Hall.

MOTION CARRIED: 6-0.

5.II. Accessory Structure Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed accessory structure text amendment. The motion was seconded by Lucy Dolan.

MOTION CARRIED: 6-0.

5.III. Nonconforming Uses and Structures Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

MOTION ITEM: Cliff Thomas made a motion and recommended the Mayor & Council approve the proposed nonconforming uses and structures text amendment. The motion was seconded by Lucy Dolan. MOTION CARRIED: 6-0.

5.IV. 2024 Planning Commission Meeting Schedule

Background:

Consideration and action to approve the 2024 Planning Commission meeting schedule.

MOTION ITEM: Lucy Dolan made a motion to approve the 2024 Planning Commission meeting schedule. The motion was seconded by Leah Davis. MOTION CARRIED: 6-0.

6. Next Meeting Date – December 12, 2023 at 6:00 p.m.

7. Adjourn

MOTION ITEM: Cliff Thomas made a motion to adjourn the meeting at 7:05 p.m. The motion was seconded by Miller Radford. MOTION CARRIED: 6-0.

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

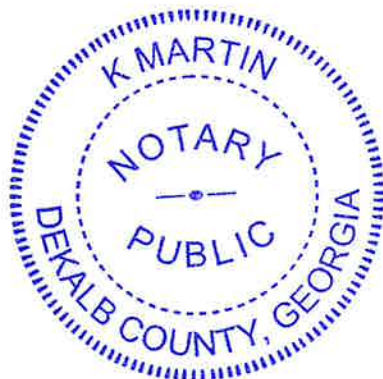
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 11/06/2023.

Alicia Seals

[Signature]

Subscribed and sworn to before me this November 7, 2023



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, December 5, 2023 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A. § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions), Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on December 4, 2023. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000692882:11/06-1AS

Sec. 93-2-5. Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences.

Commented [LP1]: Replaced "buildings" with "structures"

1) Accessory Uses

Commented [LP2]: Reordered Section to commence with general regulations, then covers permanent and temporary structures.

- a) Where allowed by Code, accessory structures may be used for storage.
- b) The presence of such facilities or equipment as utility services, utility meters, mailboxes, bathroom, or kitchen equipment in an accessory building or a portion of a principal dwelling shall be considered prima facie evidence that such accessory building or such portion of a principal dwelling is a separate and distinct dwelling unit and is subject to the regulations of the zoning district in which it is located. See section 93-2-26 Accessory Dwelling Units (ADU).
- c) Temporary structures may only be used in conjunction with permitted construction work in any zoning district and shall be removed immediately upon the completion of construction. Additional regulations regarding temporary structures are found in this chapter.

2) Permanent Accessory Structures

- a) An accessory building or structure is a structure detached from the principal structure on a lot of record, the use of which is incidental and subordinate to the primary use of the property. Accessory buildings shall comply with the following standards and all other applicable regulations of this zoning ordinance and the architectural design standards. Where a conflict exists, the standards of this section shall control.

Commented [LP3]: The rewrite addresses commercial and residential separately.

- b) Accessory uses and structures in lots developed for commercial, industrial or mixed-uses shall comply with the following standards and all other applicable regulations of this zoning ordinance:
 - i) Accessory buildings in commercial, industrial or mixed-use lots shall be permitted in C-1, C-2, V, U-V, RMU, I-1, and I-2 zoning districts.
 - ii) The accessory use or structure shall contribute to the comfort, convenience or necessity of the occupants of the principal use or structure served.
 - iii) The accessory use or structure shall be subordinate in area, extent and purpose to the primary use or structure served.
 - iv) The accessory use or structure shall not be injurious to the use and enjoyment of surrounding properties.

v) Restrictions on the Number, Size and Height

Commented [LP4]: Limit of 2 accessory structures on each commercial lot and not to exceed 10% of floor area of the primary structure. This square footage limitations is calculated by the aggregate. Accessory structures for storage only may not exceed 100SF

- (1) There may not be more than two (2) accessory structures on a commercial lot.
- (2) Accessory structures may not exceed 10% of the primary structure floor area. The floor area or square footage of an accessory structure shall include all square footage (heated or otherwise) When more than one accessory building is erected, the "maximum accessory building size" controls the sum of the floor areas of those buildings.
- (3) Unless otherwise specified, accessory structures used solely for storage may not exceed 100 SF.
- (4) Gazebos, arbors, fireplaces, and waste receptacle enclosures shall be exempt in calculating the maximum number of accessory structures on a lot. However, such structures shall be subject to the accessory structure setback standards.
- (5) No accessory structure shall exceed the height of the principal structure.

vi) Permitting

- (1) No accessory building shall be erected or placed on a lot that does not contain a principal structure. Building permits may be issued for the principal structure and an accessory structure;

however, a certificate of occupancy must be issued for the principal structure prior to issuance of a certificate of occupancy for an accessory structure.

- (2) All accessory structures in excess of 100 SF or any accessory structures including mechanical, electrical or plumbing with construction require a building permit and certificate of occupancy.
- (3) All accessory structures must meet all applicable fire, building, and safety codes.

Commented [LP5]: Adds a requirement for a building permit and CO.

vii) Construction and Design Requirements

- (1) All accessory structures must be placed on a permanent foundation. Structures not placed on a permanent foundation are considered Temporary Structures and are subject to regulations found in this chapter.
- (2) The accessory structure must complement the principal structure in terms of architectural design, materials, roof pitches, and other details. All accessory structures are required for review by the Design Review Committee.
- (3) Where applicable, access to the second story of an accessory building must be located within the interior of the ground floor space.
- (4) Commercial Outdoor Cooking Facilities are considered an accessory structure to the principal commercial structure. Commercial Outdoor Cooking Facilities must be (1) associated with a permitted, permanent food establishment, (2) be located within a permanent structure or surrounded by opaque stained or painted fencing or walls with overhead protection; (3) have floor surfaces that are smooth, easily cleanable and of durable construction; and (4) meet all fire, building, and health codes. Commercial Outdoor Cooking Facilities may not exceed 20% of the square footage of the permanent food establishment.

Commented [LP6]: Clarifying language inserted here for permanent foundation.

(5) Placement

- (a) All accessory buildings and structures shall be located on the same lot as the principal structure to which they are accessory.
- (b) Accessory buildings shall be allowed in rear yards only. An accessory building located within 20 feet of the principal structure shall comply with the setback requirements of the principal structure to which it is accessory. Accessory buildings located more than 20 feet from the principal structure may be placed five feet from a side or rear lot line unless otherwise directed by the Fire Marshal. In addition to these yard requirements, the horizontal separation of accessory buildings from the structure on the same lot and the horizontal separation from all structures on adjacent lots shall be at least 10 feet.
- (c) Accessory buildings on a corner lot shall comply with the setback for the principal structure. No accessory building on a corner lot that adjoins a residentially used or zoned lot to the rear shall be located within 25 feet of the rear property line. This 25-foot setback will not be required when the adjoining yard is a rear yard.
- (d) Accessory structures may not adversely affect nor reduce the number of parking spaces for the principal structure that are required by city ordinance or exceed impervious surface limits.
- (e) Notwithstanding standards of this chapter to the contrary, nothing shall prohibit the re-construction of accessory buildings that are legal, nonconforming structures that have been in existence for a minimum of 20 years along the existing and established building line. All other standards of the chapter shall remain in effect.

Commented [LP7]: Clarifications for commercial outdoor cooking facilities including association with permanent food establishment, materials, and square footage limitations.

Commented [LP8]: Language explicitly stating parking requirements may not be adversely affected.

- c) Accessory uses and structures on a residential lot shall comply with the following standards and all other applicable regulations of this zoning ordinance:

- i) Accessory buildings in lots developed for residential use shall be permitted in R-0, R-AD, R-1, R-2, R-3, R-4, R-5, R-I, R-SF, V, U-V, RMU or C-R zoning districts.
- ii) The accessory use or structure shall contribute to the comfort, convenience or necessity of the occupants of the principal use or structure served.
- iii) The accessory use or structure shall be subordinate in area, extent and purpose to the primary use or structure served.
- iv) The accessory use or structure shall not be injurious to the use and enjoyment of surrounding properties.
- v) General Restrictions, Restrictions on Number, Size and Height
 - (a) No accessory structure shall have a ground floor area greater than that of the principal residential structure. Square footage of the accessory building is limited to the schedule presented in Table A—Accessory building allowance based on dwelling unit size, or Table B—Accessory building allowance based on lot size (owner's option). The floor area of an accessory structure shall be calculated to include all conditioned floor area. If allowed, when more than one accessory building is erected, the "maximum accessory building size" controls the sum of the floor areas of those buildings.

Commented [LP9]: Changed to "all conditioned floor area" which allows for a second story above a garage, for example.

Table A—Accessory Building Allowance Based on Dwelling Unit Size

Dwelling unit ground floor area in square feet	Accessory building size
800	320
1,000	400
1,200	480
1,400	560
1,600	640
2,000	800
2,400	960
3,000	1,200
3,600	1,440
4,000	1,600

Table B—Accessory Building Allowance Based on Lot Size

Lot size in square feet	Accessory building size based on variable percentage of lot size
2,400	240
4,000	360
6,750	540
7,000	560
8,500	595
10,000	650
21,780	1,089
32,670	1,307
43,560	1,525
54,450	1,634

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- (b) Outdoor residential cooking facilities, gazebos, arbors, pool equipment shelters, arbors, fireplaces, residential greenhouses and waste receptacle enclosures shall be exempt in calculating the maximum number of accessory structures on a lot.
- (c) The number of accessory buildings may vary depending on the size of the lot. Table C—Maximum number of accessory buildings establishes the schedule for number of accessory buildings allowed on a building lot.

Table C—Maximum Number of Accessory Buildings

Lot size	Maximum number of accessory buildings
Up to one-half acre	1
Up to one acre	2
Over one acre	3

- (d) The height of an accessory building shall not exceed 25 feet or the height of the principal residential structure measured from the average adjacent grade to the peak or ridgeline of the roof, whichever is less.

(2) Permitting

- (a) No accessory building shall be erected or placed on a lot that does not contain a principal dwelling. Building permits may be issued for the principal dwelling and an accessory structure; however, a certificate of occupancy must be issued for the principal dwelling prior to issuance of a certificate of occupancy for an accessory structure.
- (b) A building permit shall be required for the construction, erection or set-up of any accessory building in excess of 100 square feet or any accessory structures which include mechanical, electrical, or plumbing.
- (c) A separate certificate of occupancy shall be required for the construction, erection or set up of any accessory building intended for human occupancy such as an accessory dwelling unit, home office or any accessory building in excess of 144 square feet.
- (d) All accessory structures must meet all applicable fire, building, and safety codes.

Commented [LP10]: Permitting now required for 100 SF or more.

Commented [LP11]: CO required if accessory structure will be used for human occupation.

(3) Construction and Design Requirements

- (a) Accessory buildings shall be architecturally compatible with the principal dwelling on the lot and meet Architectural Design Standards.
- (b) All accessory structures in excess of 80 square feet must be placed on a slab or permanent foundation.
- (c) All accessory structures must meet all applicable building, fire, and safety codes.
- (d) *Second story access.* Where applicable, access to the second story of an accessory building must be located within the interior of the ground floor space.
- (e) When an accessory building is attached to the principal dwelling by a breezeway, passageway, deck, or similar means, the accessory building shall comply with the setback requirements of the principal dwelling to which it is accessory. In order to qualify as an attached garage or accessory building, therefore eliminating the need for compliance with these accessory building standards, the attached accessory building must share a common

Commented [LP12]: 80 SF or more requires a slab or permanent foundation.

wall with the principal dwelling that is a minimum of 80 percent of the wall length of the accessory building or 20 feet, whichever is greater. Such common wall must be an integral part of the principal dwelling. An attached garage or accessory building shall comply in all respects with the standards applicable to the principal dwelling.

- (f) Additional construction and design requirements for Accessory Dwelling Units requirements are found in 93-2-26. Accessory Dwelling Units (ADUs).

(4) Placement

- (a) Accessory buildings shall be located on the same lot as the principal dwelling to which they are accessory.
- (b) Accessory buildings shall be allowed in rear yards only. An accessory building located within 20 feet of the principal dwelling shall comply with the setback requirements of the principal dwelling to which it is accessory. Accessory buildings located more than 20 feet from the principal dwelling may be placed five feet from a side or rear lot line.
- (c) Accessory buildings on a corner lot shall comply with the setback for the principal dwelling. No accessory building on a corner lot that adjoins a residentially used or zoned lot to the rear shall be located within 25 feet of the rear property line. This 25-foot setback will not be required when the adjoining yard is a rear yard.
- (d) All accessory buildings must be located a minimum of ten feet from the principal dwelling and all other accessory buildings on the lot or on neighboring lots. This distance shall be measured from outside wall to outside wall.
- (e) Except as herein provided, the minimum yard requirements of section 93-22.1-1 of this chapter also apply to accessory buildings. In addition to these yard requirements, the horizontal separation of accessory buildings from the dwelling on the same lot and the horizontal separation of accessory buildings from dwelling on adjacent lots shall comply with standards in Table D—Distance from dwelling for very large accessory buildings. All distances shall be measured from outside wall to outside wall.

Table C—Distance from Dwelling for Very Large Accessory Buildings

Percent of dwelling unit ground floor area	Distance from dwelling
40 percent	10 feet
50 percent	30 feet
60 percent	50 feet
70 percent	70 feet
80 percent	80 feet
90 percent	90 feet
100 percent	100 feet

- (f) Notwithstanding standards of this chapter to the contrary, nothing shall prohibit the reconstruction of accessory buildings that are legal, nonconforming structures that have been in existence for a minimum of 20 years along that established building line. That building line shall be the minimum setback for re-building of the accessory building on the lot. All other standards of the chapter shall remain in effect.

3) Temporary Accessory Structures

- a) Factory-fabricated, transportable buildings that are designed to arrive at the site ready for occupancy, except for minor unpacking and connection to utilities, and designed for removal to and installation at other sites, may be placed on a property to serve as the following:

-
- i) Temporary offices used for on-site apartment leasing, real estate sales office, and model sales home;
 - ii) Temporary offices used during the expansion or rehabilitation of an existing non-residential use;
 - iii) Temporary offices for construction and security personnel during the construction of a development for which the city has issued a grading permit or building permit;
 - iv) Construction storage during active construction phase. See Temporary Storage Structures and Uses below for additional requirements.
- b) Temporary structures allowed under Section 93-2-5(5) may be located anywhere on site, except within the following areas:
- i) Existing vegetated buffers or within the buffer setbacks.
 - ii) Areas designated for future vegetated buffers whether or not vegetation currently exists.
 - iii) Other areas designated on the site and/or subdivision plan for open space, vehicular use, or ingress/egress.
 - iv) Required parking areas
- c) *Other requirements.*
- i) The temporary structure shall be factory-fabricated and transportable.
 - ii) Underskirting shall be installed around all temporary structures requiring site plan approval.
 - iii) In addition to any other off-street parking required on the site, off-street parking shall be provided in accordance with the requirements set forth in article 22.1.
- d) All permits required by applicable building, electrical, plumbing, and mechanical codes shall be obtained from the community services department prior to installation of the temporary structure.
- e) Foundation plantings installed in accordance with section 93-23-18 shall be required for temporary structures intended for use as temporary offices, except when located on a paved surface or parking lot.
- f) A sketch plan containing sufficient information to show compliance with the above standards shall be submitted to and approved by the community services department prior to installation of the temporary structure.
- g) Temporary structures are not to include retail sales of new or used merchandise, or other uses not permitted within the zoning district where the structure is located.
- h) Temporary offices used for on-site apartment leasing, real estate sales office, and model sales home are permitted until construction allows for a model/sales office to be opened onsite as determined by the community services director, at which time the temporary office shall be removed.
- i) Temporary structures used during renovation of legally conforming or nonconforming structure shall be permitted so long as there is an active construction permit on file with the department of community services, not to exceed time limits established in the applicable code sections below. All other temporary structures under this section may remain on the site for no more than 12 months. This period may be renewed for up to two 12-month periods, for good cause shown, upon approval of a written request submitted to the community services director 30 days prior to the expiration of the permit. In no event, however, shall such extensions allow the temporary structure to remain on the site for more than three years.
- j) All temporary and portable storage units and structures, construction trailers and the like, shall be constructed, altered, repaired, enlarged, placed, moved or demolished in accordance with applicable City building codes. The issuance of building permits, where required, verifying such compliance shall be administered by the community services director.
- k) *Temporary storage structures and uses.*

Commented [LP13]: Temporary structures are allowed during active construction - no longer requiring additional approval from Community Services Director.

Commented [LP14]: Temporary structures not related to construction are limited to 12 months with potential renewal by the Community Services Director.

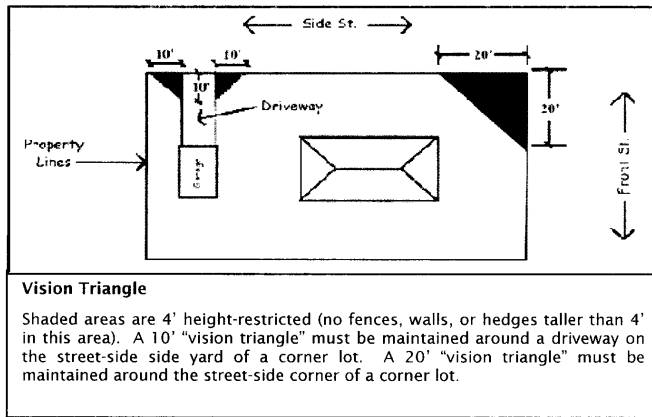
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- i) With the exception of temporary storage structures for construction materials, enclosed portable storage units and structures intended only for temporary storage may be used following the receipt of a building permit, payment of the required fee, where applicable, and subject to the following provisions:
 - (1) The building permit submittal package must contain a site plan designating the proposed location of the temporary storage structure on the lot.
 - (2) Temporary storage structures and portable storage units shall not be placed on any street or alley right-of-way or public property. These structures must be placed on the lot in which the use is intended.
 - (3) Within all zoning districts, enclosed portable storage units and structures intended only for storage may be used for temporary storage of items related to the primary use located on the property for a period not to exceed 30 days. This period of time may be extended to 45 days upon request to and written approval of the community services director. This does not apply to storage for construction related activities. Registration shall be required for each such use of any temporary storage structures.
 - (4) Where practical, such structures shall not be located within front yard areas.
 - (5) No portable storage units shall be used to store any chemical, hazardous, flammable or combustible materials.
 - l) Prohibited Accessory and Temporary Structures
 - i) Manufactured homes, mobile homes, shipping containers, freight trailers, box cars, trailers or any other structure or vehicle that was not originally fabricated for use as an accessory building shall be prohibited.

Fences and freestanding walls. Height limitations for fences and freestanding walls:

1. Fences and freestanding walls (other than retaining walls) cannot be located within any public right-of-way, and must comply with the following height restrictions:

In the R-SF, R-1, R-2, R-3, R-4, R-5, and R-O zoning districts, the following shall apply:

- a. A fence in any front yard area shall not exceed four feet in height.
 - b. A fence in any side or rear yard area shall not exceed 6 feet in height, or eight feet in height on the property line that abuts an I-1, I-2, C-1, C-2 or C-T zoning district.
2. In the C-R, V, and UV zoning districts, the following shall apply:
 - a. A fence in any front yard area shall not exceed four feet in height.
 - b. A fence in any side or rear yard area shall not exceed 6 feet in height, or eight feet in height on the property line that abuts a residential or C-T zoning district.
 3. In the C-1 and C-2, zoning districts, a fence in any yard area shall not exceed six feet in height, or eight feet in height on the property line that abuts a residential or C-T zoning district.
 4. In the I-1 and I-2 zoning districts, a fence in any yard area shall not exceed eight feet in height.
 5. In all zoning districts, fences or freestanding walls shall not obstruct visibility at street intersections (see section 93-2-7 and vision triangle diagram).



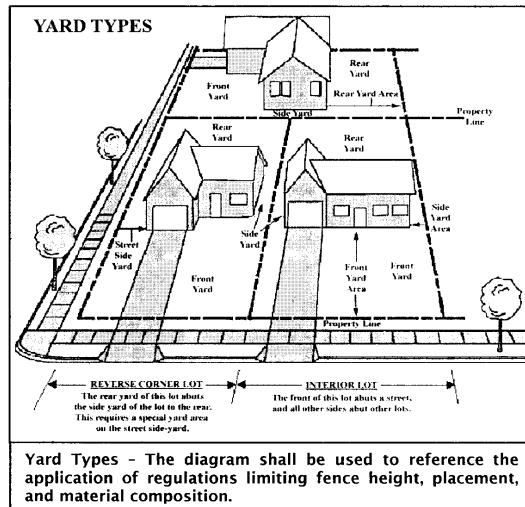
(3) *Materials and landscaping.*

- a. Fences in the front yards of R-SF, R-1, R-2, R-3, R-4, R-5, and R-O zoning districts must be constructed of ornamental metal, masonry, wood, vinyl, or other ornamental material specifically made for fence construction.
- b. Fences in the C-R, V, and UV zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction.
- c. Fences in the C-1 and C-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide and comply with the buffer requirements of chapter 93, article 29. Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.
- d. Fences in the I-1 and I-2 zoning districts must be constructed of ornamental metal, masonry, wood, or other ornamental material specifically made for fence construction. The erection of any fence over four feet in height in these districts shall include a landscaped strip between the fence and the street right-of-way. The landscaped strip shall be a minimum of three feet wide and comply with the buffer requirements of chapter 93, article 29. Such landscaping shall be approved by the department of community services prior to the issuance of a building permit.

(4) *General fence regulations.*

- a. Reserved.
- b. The use of chain-link material is permitted only in rear yard areas on interior lots not adjacent to public right-of-ways. Fences along public right-of-ways must be constructed from ornamental metal, ornamental masonry, wood, or other ornamental material specially made for fence construction.
- c. On corner lots, chain-link fences are not permitted along the property line where it abuts a neighbor's front property line or along the frontage adjacent to the public right-of-way.
- d. It shall be unlawful to erect a fence of materials not specifically designed for fence construction. Materials prohibited for fence construction include, but are not limited to, tin roofing material, plastic roofing material, doors, or automobile parts.
- e. All fences shall be lawfully constructed, kept in good repair, and maintained in sound condition.

- f. Fences required for swimming pools shall comply with Georgia State Minimum Standards Swimming Pool Code, 1994 Edition, Georgia Swimming Code Amendments, 2000.
- g. Portions of fences with separations between slats of less than 50%, shall be constructed with the framing supports fronting the interior of the lot along those sections.



Sec. 93-2-6. Distance between buildings.

All accessory buildings shall be at least 10 feet from principal buildings. All multifamily buildings shall be at least 20 feet apart unless otherwise required by the Fire Marshal. All single-family attached buildings shall be at least 20 feet from any other principal building.



Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

**Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354**

November 13, 2023 6:00 PM

SUMMARY MINUTES

1. Called to Order at 6:02 PM.

2. Roll Call

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

3. Approval of Minutes

3.I. Minutes of October 10, 2023

MOTION ITEM: Jeanne Rast made a motion to approve the minutes of October 10, 2023, as submitted. The motion was seconded by Leah Davis. **MOTION CARRIED: 6-0.**

4. Old Business

4.I. 400 Porsche Avenue

Request for Tree Bank Contribution

Background:

The Redmond Company on behalf of Atlanta Postal Credit Union is requesting approval to allow for a contribution to the City's Tree Bank in lieu of full compliance with the City's Tree Conservation Code for the property located at 400 Porsche Avenue (Parcel ID: 14 0096 LL0585). The property is zoned B-P, Business Park.

MOTION ITEM: Lucy Dolan made a motion to remove item 4.I (400 Porsche Avenue) from the agenda as this request approved on October 10, 2023. The motion was seconded by Cliff Thomas. **MOTION CARRIED: 6-0.**

5.I. New Business

5.I. Subdivision Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions), Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed subdivision text amendment. The motion was seconded by Rob Hall.

MOTION CARRIED: 6-0.

5.II. Accessory Structure Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed accessory structure text amendment. The motion was seconded by Lucy Dolan.

MOTION CARRIED: 6-0.

5.III. Nonconforming Uses and Structures Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

MOTION ITEM: Cliff Thomas made a motion and recommended the Mayor & Council approve the proposed nonconforming uses and structures text amendment. The motion was seconded by Lucy Dolan. MOTION CARRIED: 6-0.

5.IV. 2024 Planning Commission Meeting Schedule

Background:

Consideration and action to approve the 2024 Planning Commission meeting schedule.

MOTION ITEM: Lucy Dolan made a motion to approve the 2024 Planning Commission meeting schedule. The motion was seconded by Leah Davis. MOTION CARRIED: 6-0.

6. Next Meeting Date – December 12, 2023 at 6:00 p.m.

7. Adjourn

**MOTION ITEM: Cliff Thomas made a motion to adjourn the meeting at 7:05 p.m.
The motion was seconded by Miller Radford. MOTION CARRIED: 6-0.**

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

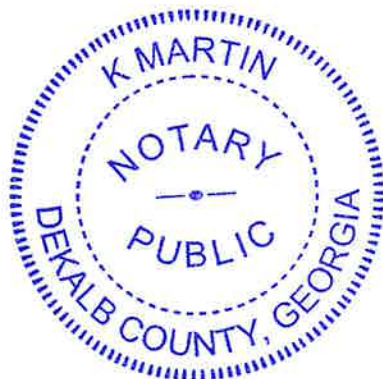
STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 11/06/2023.

Alicia Seals

[Signature]

Subscribed and sworn to before me this November 7, 2023



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, December 5, 2023 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A. § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions), Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on December 4, 2023. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000692882:11/06-1AS

93-1-2 Definitions.

Use, Nonconforming. A use or activity that was lawful prior to the adoption, revision or amendment of the zoning ordinance but that fails by reason of such adoption, revision or amendment to conform to the present requirement of the zoning district.

Structure, Nonconforming. A structure of building that was lawful prior to the adoption, revision or amendment of the zoning ordinance but that fails by reason of such adoption, revision or amendment to conform to the present requirement of the zoning district.

Commented [LP1]: Added definition for nonconforming structure

ARTICLE 3. NONCONFORMING USES AND STRUCTURES

Commented [LP2]: Added structures to Article

Sec. 93-3-1. Purpose and applicability.

In order to avoid individual hardship whenever reasonable and not in conflict with the general welfare of the city and for purposes herein outlined, the following provisions apply to all zones.

(Code 1981, § 8-5-41)

Sec. 93-3-1.2. Reserved.

Note(s)—Ord. No. 2016-19, § 2, adopted August 2, 2016, relocated the provisions of the former section 93-3-1.2, which pertained to the zoning map and derived from Ord. No. 2007-09, § 1, adopted July 3, 2007 and Ord. No. 2016-12, § 2, adopted April 5, 2016, to section 93-3-1-2.

Sec. 93-3-2. Nonconforming uses and structures permitted.

Except as herein specified in section 93-3-11, the lawful use of any building or land existing at the time of the enactment of the chapter may be continued without interruption, although such use does not conform to the provisions of this chapter. The use may be continued provided that, with proof, properties that have been developed for a minimum of 20 years may be used in the manner as originally and lawfully developed.

Nonconforming conditions, including parking, floor area, and sidewalk width requirements may be allowed subject to the unaltered continuation of the nonconforming use, however, no expansion on the building footprint or floor area may be made. A nonconforming structure may not be expanded without approval from the Board of Appeals.

Commented [LP3]: Added structures to section. Highlighted language added.

Commented [LP4R3]: Deleted language: "or used within a minimum of 20 years, provided that no expansion on the building footprint or floor area may be made and that the use is permitted in the zone assigned to the property with regards to area of parking, floor area and sidewalk width requirements."

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Sec. 93-3-3. Unsafe structures.

Any nonconforming structure or portion thereof declared unsafe by a proper authority may be restored to a safe condition unless otherwise prevented by law.

(Code 1981, § 8-5-43)

Sec. 93-3-4. Construction approved prior to chapter.

Nothing contained in this chapter shall require any change in plans, construction or designated use of a building for which a building permit has been heretofore issued and the construction of which has begun.

(Code 1981, § 8-5-44)

Sec. 93-3-5. Restoration.

Any nonconforming building or use which is damaged or destroyed, by fire or other such causes, may be restored or replaced to the extent of its existence immediately prior to such damage or destruction, provided that required permits for such restoration or replacement are secured **within 12 months**, work on restoration or replacement is initiated within a period of one year from the date of the damage or destruction, and such restoration or replacement complies with any nuisance abatement requirements. In addition, with the exception of single-family detached dwellings, such restoration or replacement shall **be brought into compliance** with current building, architectural, and zoning code structural and dimensional requirements.

(Code 1981, § 8-5-45; Ord. No. 75-3, 4-1-1975; Ord. No. 86-5, 7-1-1986; Ord. No. 87-20, 7-7-1987; Ord. No. 2013-04, § 1, 4-2-2013; Ord. No. 2014-05, § 1, 5-6-2014)

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Commented [LP5]: Highlighted language added for clarification.

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Sec. 93-3-6. Abandonment.

Whenever a nonconforming use has been discontinued for a period of **three months**, that use shall not thereafter be reestablished, and any future use shall be in conformity with the provisions of this chapter. The following factors may be utilized to determine whether a nonconforming use has been discontinued:

- (1) Dilapidation or significant disrepair such as broken windows, peeling paint, roof deterioration, or other conditions or deficiencies that constitute a code violation; **or**
- (2) Unkempt lawn or poor maintenance of plants, trees, or other landscape materials; **or**
- (3) Poorly maintained parking surfaces or driveways; **or**
- (4) Inoperable or unregistered vehicles or vehicles otherwise in disrepair; **or**
- (5) Disconnection of electrical power or public water service at the request of the owner **or from failure to pay for a period of 90 days; or**
- (6) Failure of the owner to maintain an occupational tax permit, as applicable; **or,**
- (7) Revocation of a certificate of occupancy for a period of six months.

Commented [LP6]: Changed from six to three months. Shall changed to may for clarification. Highlighted language added.

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Notwithstanding any such abandonment, a property that has been developed for a minimum of twenty years at the time of abandonment may conform to the parking, floor area, and sidewalk requirements as originally developed upon its re-use.

Sec. 93-3-7. Change to another nonconforming use not allowed.

No nonconforming use may be changed to another nonconforming use.

Sec. 93-3-8. Changes.

Once changed to a conforming use, no building or land shall be permitted to revert to a nonconforming use.

Sec. 93-3-9. Enlargement.

A nonconforming use shall not be enlarged, expanded or extended either on the same or adjoining property.

Sec. 93-3-10. Zone changes.

Approval of a rezoning by the mayor and council shall automatically adjust the minimum and maximum setbacks to the extent necessary to render such existing structures conforming.

Sec. 93-3-11. Reserved.

Sec. 93-3-12. Demolition of nonconforming structures initiated by the owner.

Destruction or removal of buildings which preexisted rezoning shall reinstate the development standards of the then applicable zoning regulations.

Commented [LP7]: Language changed from "No nonconforming use shall be enlarged or extended in any way."

Commented [LP8]: Section removed: Sec. 93-3-11. - Notice to owners of *nonconforming* property. Upon a determination by the city planner that use or structure was rendered *nonconforming* by rezoning of a property or adoption of an ordinance or any amendment thereto, the city shall notify the owner, in writing, of the legal, *nonconforming* status of the use or structure.



Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

**Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354**

November 13, 2023 6:00 PM

SUMMARY MINUTES

1. Called to Order at 6:02 PM.

2. Roll Call

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

3. Approval of Minutes

3.I. Minutes of October 10, 2023

MOTION ITEM: Jeanne Rast made a motion to approve the minutes of October 10, 2023, as submitted. The motion was seconded by Leah Davis. **MOTION CARRIED: 6-0.**

4. Old Business

4.I. 400 Porsche Avenue

Request for Tree Bank Contribution

Background:

The Redmond Company on behalf of Atlanta Postal Credit Union is requesting approval to allow for a contribution to the City's Tree Bank in lieu of full compliance with the City's Tree Conservation Code for the property located at 400 Porsche Avenue (Parcel ID: 14 0096 LL0585). The property is zoned B-P, Business Park.

MOTION ITEM: Lucy Dolan made a motion to remove item 4.I (400 Porsche Avenue) from the agenda as this request approved on October 10, 2023. The motion was seconded by Cliff Thomas. **MOTION CARRIED: 6-0.**

5.I. New Business

5.I. Subdivision Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 90 (Subdivisions), Sections 90-1-1 (Purpose, authority and jurisdiction), 90-1-2 (Procedure for plat approval), 90-1-4 (Development prerequisite to final approval) for the purpose of amending the subdivision ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed subdivision text amendment. The motion was seconded by Rob Hall.

MOTION CARRIED: 6-0.

5.II. Accessory Structure Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Chapter 93 (Zoning), Article 1 (Title, definitions and application of regulations), Sections 93-1-2 (Definitions), 93-2-5 (Accessory uses, accessory structures, yard requirements of accessory structures, outbuildings and fences), and 93-2-6 (Abatement) for the purpose of amending the accessory uses ordinance.

MOTION ITEM: Jeanne Rast made a motion and recommended the Mayor & Council approve the proposed accessory structure text amendment. The motion was seconded by Lucy Dolan.

MOTION CARRIED: 6-0.

5.III. Nonconforming Uses and Structures Ordinance

Text Amendment

Background:

Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

MOTION ITEM: Cliff Thomas made a motion and recommended the Mayor & Council approve the proposed nonconforming uses and structures text amendment. The motion was seconded by Lucy Dolan. MOTION CARRIED: 6-0.

5.IV. 2024 Planning Commission Meeting Schedule

Background:

Consideration and action to approve the 2024 Planning Commission meeting schedule.

MOTION ITEM: Lucy Dolan made a motion to approve the 2024 Planning Commission meeting schedule. The motion was seconded by Leah Davis. MOTION CARRIED: 6-0.

6. Next Meeting Date – December 12, 2023 at 6:00 p.m.

7. Adjourn

MOTION ITEM: Cliff Thomas made a motion to adjourn the meeting at 7:05 p.m. The motion was seconded by Miller Radford. MOTION CARRIED: 6-0.

Respectfully submitted by,

Brian Wismer, Chairman

Adrienne Senter, Secretary



CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 11/06/2023.

Alicia Seals

[Signature]

Subscribed and sworn to before me this November 7, 2023



NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, December 5, 2023 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A. § 50-14-1(g) at <https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes> to consider the following:

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Consideration of an amendment to the Code of Ordinances, Article 3 (Nonconforming uses), Sections 93-3-2 (Nonconforming uses permitted), 93-3-5 (Restoration), 93-3-6 (Abandonment), 93-3-9 (Enlargement), and 93-3-11 (Notice to owners of nonconforming property) for the purposes of amending the nonconforming uses ordinance.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on December 4, 2023. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000692882:11/06-1AS

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED], 20[REDACTED] (the “Agreement Date”) by and between Hinderliter De llamas & Associates (HdL) (“Consultant”), and [REDACTED] (“Client”), which is located within the state of Georgia (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: [REDACTED], Attn: [REDACTED], Email: [REDACTED].

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted

by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

CLIENT:

Hinderliter De Llamas & Associates (HdL)

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

October 11, 2023

TO: GMA Hotel Motel Revenue Administration Program Members

RE: Service Transition to HdL Companies

Good morning!

As many of you know, Bryan Whitford, our long-time Hotel Motel Revenue Administration service provider, unexpectedly passed away earlier this year. In Bryan's absence, Carolyn Ogan, Bryan's partner at The Resource Professionals Group, has diligently continued the service with support, expertise, and oversight from TRPG's alliance partner, HdL Companies. We appreciate HdL and TRPG's unified efforts to maintain the administration service.

Through this experience and relationship, Carolyn and TRPG have determined to transition the responsibilities for the Hotel Motel Revenue Administration program and the other GMA services associated with TRPG to HdL Companies. This transition will occur over the next two months. Both teams have been working together to deliver a seamless transition.

You can expect:

- A methodical, smooth transition from TRPG to HdL.
- A series of communications containing information, details, and steps you need to take to effect the transition.

GMA is also establishing a new service agreement to offer HdL's other enhanced excise tax and fee collection services from their portfolio of government services. You will hear more about this in the coming months.

In the meantime, should you have any questions, please feel free to contact me or Josh Davis of HdL (jdavis@hdlcompanies.com) directly for information.

GMA greatly appreciates your patience and understanding during this transitional period, and we appreciate the opportunity to serve you.

Thank you,



Darin Jenkins
Director of Corporate Engagement



Bret Harmon

Director of Client Experience

Powerful Solutions, Proven Results

bharmon@hdlcompanies.com

www.hdlcompanies.com

714.879.5000

October 2023

Dear GMA Hotel Motel Revenue Administration Program Members:

Over the last several months, the GMA and HdL Companies (HdL) have been working together to ensure the continuation of the Hotel Motel Revenue Administration Program services for you. We are pleased to join forces with you and GMA.

Welcome to your new partnership with the HdL!

As you start your journey with us, you can be confident you will receive the same refreshing customer experience, unmatched and multi-lingual service delivery, and unparalleled revenue recovery as our 700+ city, county, and special district clients from across the nation enjoy every day. You will soon experience for yourself what drives 99.6% of our clients to retain our services year after year. You can rely on us to understand your needs, deliver on our promises, and thoughtfully serve your business community.

Today is Day One of your journey with us. Here is what to expect on Day 2 and after. In the coming weeks, you will receive an invitation to a group orientation meeting where you and other GMA clients will learn about:

- Your role in the transition from TRPG-provided to HdL-provided services.
- Service enhancements and changes you can expect over the coming months.
- A timeline of the service transition.
- The team that will serve you and your hotels and motels.
- The best ways to communicate with us.

We look forward to serving you.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Bret Harmon', written over a light blue circular background.

Bret Harmon

Director of Client Experience



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.

MAYOR AND COUNCIL AND MAIN STREET BOARD

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>

September 26, 2023 6:00 PM

SPECIAL-CALLED MEETING MINUTES

6:00 p.m. – 6:15 p.m.

ROLL CALL:

MAYOR AND COUNCIL: All Members of Council were present, which constituted a quorum.

- ✓ Alan Hallman
- ✓ Mike Rast
- ✓ Brett Reichert
- ✓ Mark Adams
- ✓ Chloe Alexander (via teleconference)

MAIN STREET BOARD: All Members of the Main Street Board were present, which constituted a quorum.

- ✓ Charlotte Rentz
- ✓ Susan Bailey
- ✓ Lorene Fey
- ✓ Melanie Rabb
- ✓ Ellen Free
- ✓ David Burt
- ✓ Derrick Booker
- ✓ Michael Gibbs
- ✓ Lee Duke (via teleconference)

WELCOME AND INTRODUCTIONS

The welcome and introduction were provided by Public Service Facilitator, Suzette Arnold.

6:15 p.m. - 6:30 p.m.

GROUP ICE BREAKER

This was a group exercise between Mayor and Council and Main Street Board, presented by the Facilitator, Arnold.

6:30 p.m. – 6:45 p.m.

WHAT EXCITES YOU/ WHAT DO YOU LIKE ABOUT YOUR CITY?

This was a general dialogue between the Mayor and Council and the Main Street Board. *Please see the facilitator's report.*

6:45 p.m. – 7:00 p.m.

DEFINE THE ROLES OF THE HAPEVILLE ADMINISTRATION AND MAIN STREET BOARD.

This discussion regarding the *defining the roles of the Hapeville administration and Main Street Board* was a general dialogue between Council and the Mainstreet Board.

7:00 p.m. – 7:15 p.m.

ROLE OF MAYOR AND COUNCIL/ROLE OF MAIN STREET BOARD.

This discussion regarding *the role of Mayor and Council/role of Main Street Board* was a general dialogue between Council and the Main Street Board. *please see the facilitator's report.*

7:15 p.m. – 7:40 p.m.

WHAT THE CITY OF HAPEVILLE WANTS FROM MAIN STREET BOARD / WHAT MAIN STREET BOARD WANTS FROM THE CITY OF HAPEVILLE.

This discussion regarding *What The City Of Hapeville Wants From Main Street Board* was a general dialogue between Council and the Mainstreet Board. The two governing bodies created an action plan to address all matters and concerns. *please see the facilitator's report*

During the discussion of *What Main Street Board Wants From The City Of Hapeville*. The Main Street Borad presented to Mayor and Council four major artistic initiatives projects. The four projects consist of the following below:

1. Main Street City Butterfly Banners _____ Exhibit A

- a) Renderings
- b) Locations
- c) Mosca Design Proposal

2. Butterfly Parade _____ Exhibit B

- a) New Giant Flower Puppets
- b) Chantelle Rytter Proposal

3. Remembrance Plaza _____ Exhibit C

- a) Renderings
- b) Artist Biography-Lonnie Holley

4. Art District Signage _____ Exhibit D

- a) Renderings

7:40 p.m. – 8:00 p.m.

OTHER BUSINESS

The other business consisted of a discussion and evaluation of the Mayor and Council 2023 Strategic Planning Retreat.

ADJOURN: The meeting adjourned at 8:46 PM. – **No Action was taken.**

Respectfully submitted,

Alan Hallman, Mayor

Charlotte C. Rentz, President

Sharee Steed, City Clerk

Bre'ana Eatmon, Acting Secretary

Mayor and Council & Main Street Board

September 26, 2023 - 6:00 PM

SPECIAL-CALLED MEETING AGENDA

6:00 p.m. – 6:15 p.m.	Roll Call, Welcome and Introductions
6:15 p.m. - 6:30 p.m.	Group Ice Breaker
6:30 p.m. – 6:45 p.m.	What Excites You/ What Do You Like About Your City?
6:45 p.m. – 7:00 p.m.	Define the Roles of the Hapeville Administration and Main Street Board
7:00 p.m. – 7:15 p.m.	Role of Mayor and Council/Role of Main St. Board
7:15 p.m. – 7:40 p.m.	What the City of Hapeville wants from Main Street Board / What Main Street Board wants from the City of Hapeville
7:40 p.m. – 8:00 p.m.	Other Business
8:00 p.m.	Adjournment

This special meeting between the Mayor and City Council of Hapeville and the Main Street Board served as a chance for realignment and to open a line of communication between the two groups. It began with a roll call, welcome, and introductions. The retreat activities followed as illustrated below.

What excites you/What do you like about your city?

The attendees compiled a list of Hapeville's attributes. Those identified highlight the shared belief in Hapeville's creativity and sense of community.

- Diversity and energy
- Inclusive community that honors the arts
- Resilience
- Location
- The People/History
- Feels like home
- Downtown
- Creative events
- Entertainment/Restaurants
- Opportunity for Growth and Diversity
- Small-town feel
- Tenacious/service leadership

Define the Roles of the Hapeville Administration and Main Street Board

Participants defined the role of the other group. The City's administration described the role of the Board, and the Board characterized the role of the administration.

Role of Administration	Role of the Main Street Board
● Make policy decisions ● Approve ordinances ● Fiscal responsibility ● Work in the interest of the citizens ● Be the voice of the people ● Use tax dollars to serve the city and citizens ● Answer concerns of Hapeville citizens	● Maintaining the history of downtown ● Work with the city council to support the Main Street Program ● Promote events in the downtown area ● Support local businesses ● Carry out the mission of the Main Street Program ● Coordinate with the Mayor and Council for economic development

What the City of Hapeville wants from Main Street Board/What Main Street Board wants from the City of Hapeville

The two groups participated in an exercise designed to uncover what each group needs from the other to fulfill their respective roles. In doing this exercise, the groups could understand their counterpart's needs.

The Main Street Board also used the time during the retreat to productively share with the Mayor and Council, active plans for new artistic initiatives currently being proposed within the City limits for the City and Council's consideration.

What the City wants from Main Street Board	What Main Street Board wants from the City
● Accountability ● Transparency ● Less Resistance ● Quarterly Reports ● Inclusion ● Open Conversations ● Promoting Communication ● Collaboration ● Partnership ● Be transparent and accountable	● Direction ● Meet once or twice a year to sharpen ideas ● Include the Mayor and Council when sharing meeting packets ● Monthly reports ● Updated work plan

Addressing Barriers and Developing a Plan of Action:

After establishing the wants and needs of both groups, the groups discussed the barriers to reaching their shared goal. Additionally, the group determined what action items should be taken in the future to maintain accountability.

- **Barriers Identified**
 - Staff (or lack thereof)
 - Assessment Reports
 - Communication Barrier – An area for improvement
- **Accountability:** To ensure that the barriers identified are addressed, the Main Street Board has agreed to provide frequent reports and information packets to the Mayor and Council to improve the communication gaps and to keep the City of Hapeville's Mayor and Council abreast of planned activities and events. Items below have been identified as ways to keep the City's administration informed.

Note: The information that will be forwarded to the City's administration will be done In lieu of the hire of a Main Street Manager.

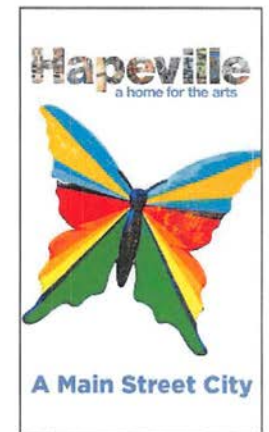
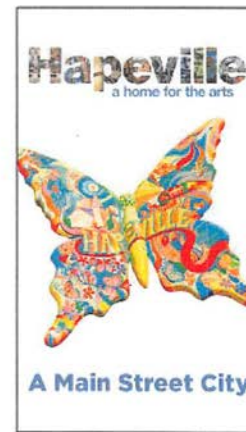
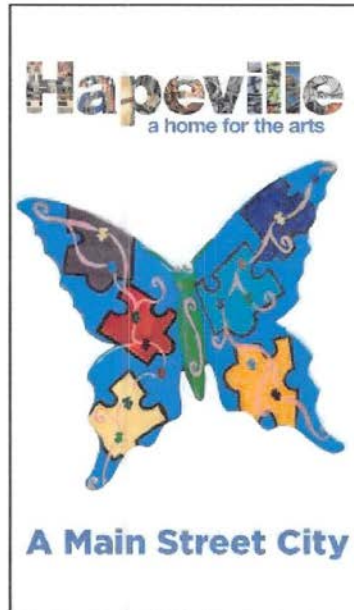
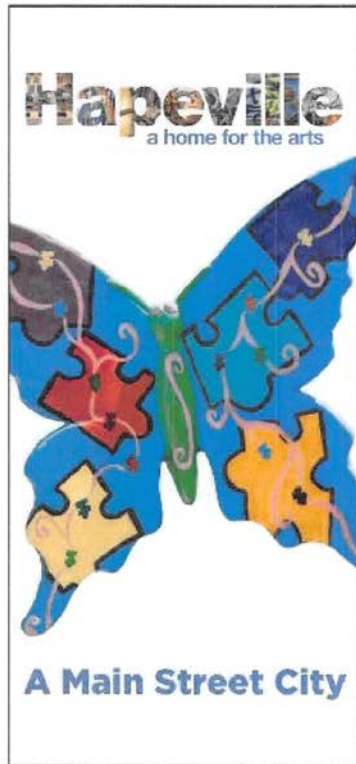
What	When	Who
• Reports: ○ Meeting minutes and agenda packages • Monthly reports to the State • Annual reports	• Monthly • Quarterly • Annually	• Main Street Board Staff to Main St. Board Member (Mr. Gibbs) • Main Street Board Staff (Mr. Gibbs) to the City of Hapeville's Mayor and Council

Since there was no other business to discuss for the evening, the meeting moved to reflections from the retreat participants.

- **Reflections**
The board shared personal thoughts and observations from their time together at the conclusion of the Retreat
- **Other**
Evaluation of retreat
- **Adjournment**



Exhibit A



8450 Garvey Drive
Raleigh, NC 27616
PHONE: 919-954-0200
FAX: 919-954-0203
TOLL FREE: 800-332-6790

Hapeville, GA

EDIT #: 2 DATE: 8-8-23
SIZE: 28" x 60" & 28" x 48"
FABRIC: VINYL
INKS: DIGITAL
POCKETS: STANDARD 3.25"

TAKE NOTHING FOR GRANTED,
PLEASE CHECK PROOF CAREFULLY.
Illustrations are a reasonable representation
of ink colors on banner fabrics. All monitors
display differently, therefore a free color match
sample is available upon request. We are not
responsible for any errors after approval.

APPROVAL SIGNATURE



8450 Garvey Drive
Raleigh, NC 27616
PHONE: 919-954-0200
FAX: 919-954-0203

Hapeville, GA

EDIT #: 3 DATE: 9-15-23
SIZE: 28" x 60" & 28" x 48"
FABRIC: VINYL
INKS: DIGITAL
POCKETS: STANDARD 3.25"

TAKE NOTHING FOR GRANTED,
PLEASE CHECK PROOF CAREFULLY.
Illustrations are a reasonable representation
of ink colors on banner fabrics. All monitors
display differently, therefore a free color match
sample is available upon request. We are not
responsible for any errors after approval.

Charlotte Rentz

To: Lee Duke
Subject: RE: Light Poles

From: Lee Duke [<mailto:leeduke@comcast.net>]
Sent: Tuesday, August 15, 2023 7:12 PM
To: baileysa@bellsouth.net
Cc: Derrick Booker; carentz@comcast.net; Melanie Rabb; Ellen Free; Burt, David; Academy Theatre; Adrienne Senter; Michael C Gibbs
Subject: Re: Light Poles

Thanks, Susan! I think we decided to let the city take care of little Virginia. They might put some on big Virginia too!

Lee

On 08/15/2023 3:56 PM EDT baileysa@bellsouth.net wrote:

Lee,

Following is my count of light poles.

NORTH CENTRAL

Whitney to Dogwood
every other pole since they are so close together)

Dogwood to North Fulton 9

North Fulton to Dearborn 7

SOUTH CENTRAL

Total of 6 in front of Depot and in front of the building where Michael Gibbs lives. There are 4 in front of Michael's building, but the two on each end are hidden in trees, so may want to hang only on the middle two.

DOGWOOD HEADED NORTH OFF NORTH CENTRAL

Right Side 12 (tree interference on three, but
would be ok in winter)

Left Side 8 (one is blocked in trees)

Almost forgot, did we include LITTLE VIRGINIA in this????

1



355 Park Avenue
Youngsville, NC 27596
(800) 332-6798 Fax (919) 954-0203
www.moscadesign.com

Proposal For:

Lee Duke
Hapeville Main Street
2124 La Vista Circle
Hapeville, GA 30354
(404) 734-3525

Email: leeduke@comcast.net

Ship To Address:

Proposal

Date	8/28/2023
Quote #	SH-82823-D1
Cust ID	HAPEVILLE GA
Exp. Date	9/27/2023
Sales Rep:	Sam Hardwick

PO Number		Ship Date	Ship Via	F.O.B	Terms
		ASAP	Best Way	Origin	Net 20 Days
QTY		Unit Price		Total	
50	Custom "Hapeville Main Street" Banners. Size: 28" X 48". Digitally printed on vinyl fabric, as shown in original mock up dated 8/8/23, edit #2, banner #2 on page.	\$	75.00	\$	3,750.00
50	Sets of BannerFlex Metro Banner Hardware. Includes two 31" arms, castings, and 39" screw gear bands for installation. Color: Aluminum	\$	103.00	\$	5,150.00
Sales Tax Exemption #:					

All orders paid with a credit card will include a 3.5% Bank Service Fee added to the final bill (as shown below).

Notes:

Estimated Lead Time: 3 to 4 Weeks After Receipt of a signed proposal and mock up (if required).

**Any Shipping Costs shown above are estimates only.
Actual Shipping Costs will be added to your invoice.**

Sub Total	\$ 8,900.00
Estimated Freight	\$ 295.00
8.75% Sales Tax	\$ 804.56
Grand Total:	\$ 9,999.56
Total If Paid By Credit Card:	\$ 10,349.55

Accepted By:

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly.

THANK YOU FOR YOUR BUSINESS



Exhibit B

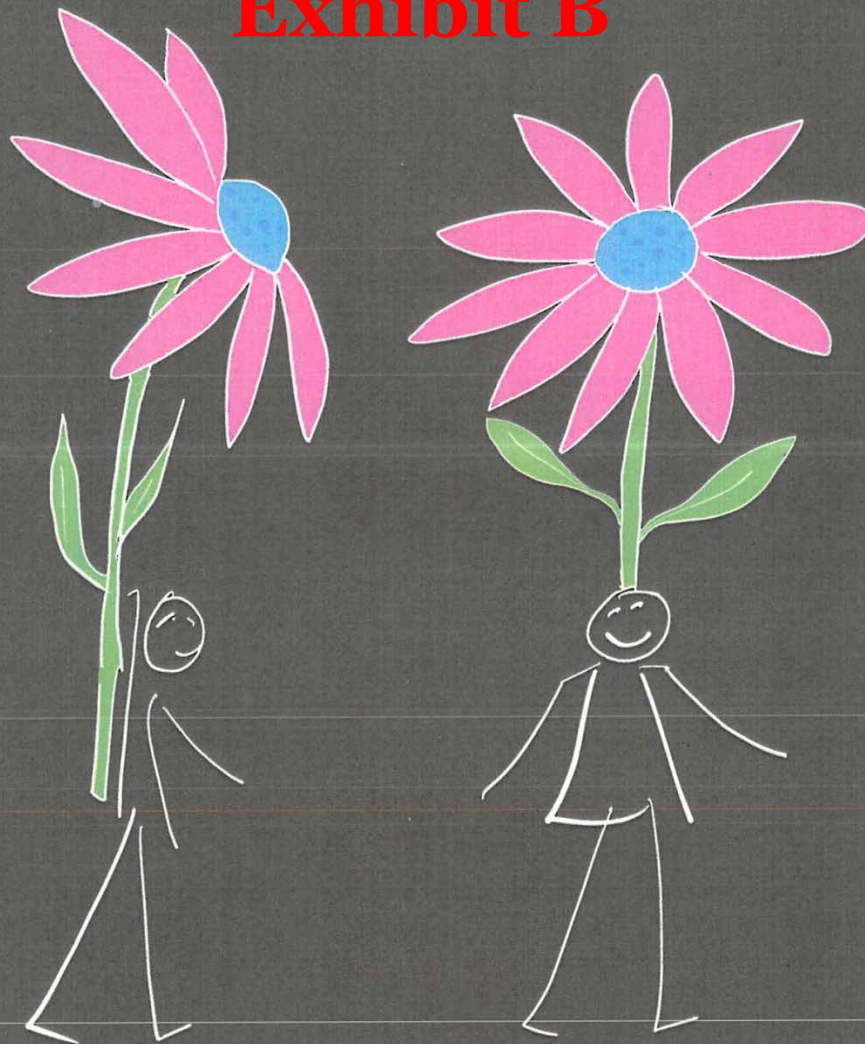


Table 1

Creative	Hours	Production		
Giant Butterfly Puppet Maintenance	15	giant butterfly depreciation, repair materials, storage	1000	
Two New Giant flower puppets	40	New Giant Flower puppet materials	600	Optional
New Workshop Butterfly Design	16	Truck	150	
6 Butterfly Workshops for 12 people each, \$20	36	Band	1500	
Small butterfly design: Use the same design	0			
50 Small Butterfly kits at Brewery, \$15	5	Puppeteer Pay	500	
Webpage update	7	Manager Pay	200	
Poster/digital design: Use the same design	0			
Parade Planning	6			
Puppet rehearsal	3			
Social Media, mailing list	3			
Parade Day	6			
Total Hours	137			
x \$75				
Totals	10275		3950	14225
				Without the new features
				-3600
				10625

LONNIE HOLLEY SCULPTURE



Exhibit C

COLOR AND HEIGHT

SITE COMPONENTS AND PLACEMENTS

VIEW FROM CORNER

HAPEVILLE DAYCARE MEMORIAL • AUGUST 28, 2023 • SOURCE URBANISM

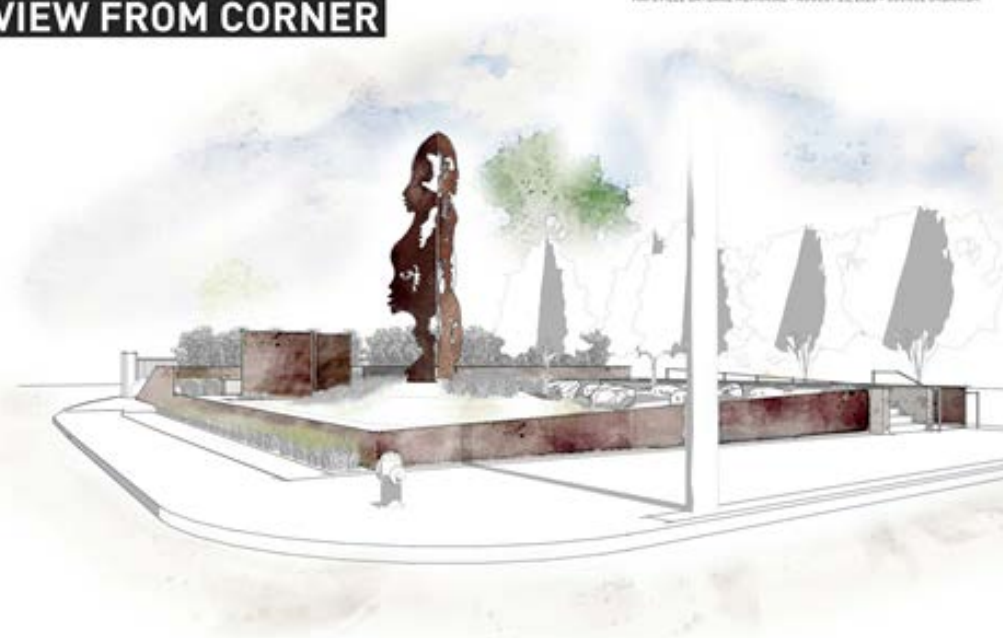




Exhibit C Cont...



EXISTING SITE CONDITIONS



SITE PLAN

HAPEVILLE DAYCARE MEMORIAL • AUGUST 25, 2023 • SOURCE URBANISM



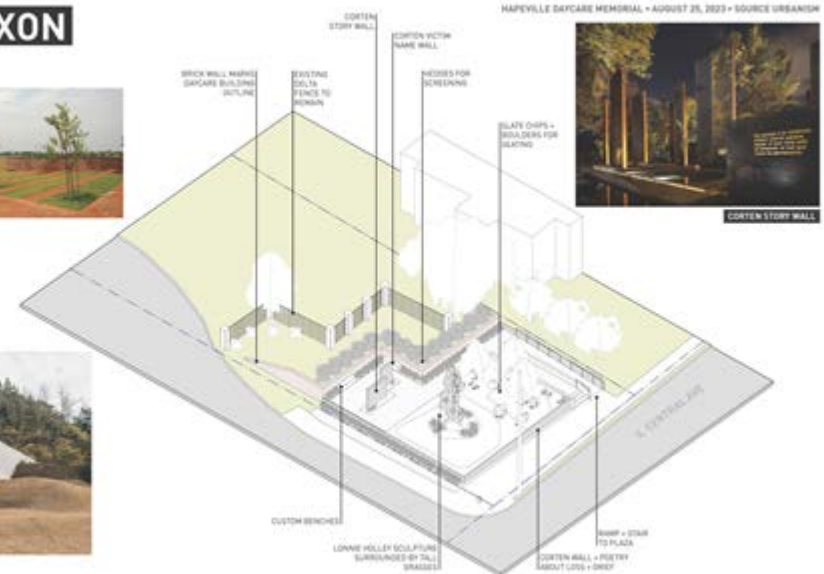
3D AXON



BRICK WALLS



BERMED EARTH



HAPEVILLE DAYCARE MEMORIAL • AUGUST 25, 2023 • SOURCE URBANISM



CORTEN STORY WALL



Lonnie Bradley Holley

Artist Biography: Excerpts from Various Sources

Excerpt from Wikipedia*:

Lonnie Bradley Holley (born February 10, 1950), sometimes known as **the Sand Man**,^{[1][2]} is an American artist, art educator, and musician. He is best known for his [assemblages](#) and immersive environments made of found materials. In 1981, after he brought a few of his sandstone carvings to then-[Birmingham Museum of Art](#) director Richard Murray, the latter helped to promote his work. In addition to solo exhibitions at the Birmingham Museum of Art and the Halsey Institute of Contemporary Art at the [College of Charleston](#), Holley has exhibited in group exhibitions with other Black artists from the American South at the [Michael C. Carlos Museum](#) and the [High Museum of Art](#) in Atlanta, the [Studio Museum in Harlem](#), the [Metropolitan Museum of Art](#), the [Philadelphia Museum of Art](#), the [Toledo Museum of Art](#), [Pérez Art Museum Miami](#), [NSU Museum of Art Fort Lauderdale](#), the [Institute of Contemporary Art, Boston](#), [de Young Museum](#) in San Francisco, [National Gallery of Art, Washington, D.C.](#), the [Ikona Gallery](#) in [Birmingham, England](#), and the [Royal Academy of Arts](#) in [London](#), among other places.

Holley's work is included in the representation of the [Souls Grown Deep Foundation](#).^[3]

His albums are *Just Before Music* (2012), *Keeping a Record of It* (2013), *MITH* (2018), *National Freedom* (2020), *Broken Mirror: A Selfie Reflection*, a collaboration with [Matthew E. White](#) (2021), and *Oh Me Oh My* (2023).

Early life [\[edit\]](#)

Lonnie Holley was born on February 10, 1950, in [Birmingham, Alabama](#) during the [Jim Crow](#) era.^{[2][4]} From the age of five, Holley worked various jobs: picking up trash at a drive-in movie theatre, washing dishes, and cooking. He lived in a whiskey house, on the state fairgrounds, and in several foster homes. His early life was chaotic, and Holley was never afforded the pleasure of a real childhood. Born the seventh of 27 children, Holley claims to have been traded for a bottle of whiskey when he was four.^{[4][5]}

Before beginning his career, Holley spent time digging graves and picking cotton. He claims to have been pronounced [brain-dead](#) after being hit by a car. He became a father at 15 and now has 15 children. Holley also worked as a [short-order cook](#) at [Disney World](#). He also did time at a notorious juvenile facility, the [Alabama Industrial School for Negro Children](#) in Mount Meigs.^[4]

Visual art career [\[edit\]](#)

Holley, *Burnt Out* (1994) at the [National Gallery of Art](#) in 2022

Holley began his artistic life in 1979 by carving tombstones for his sister's two children, who died in a house fire. He used blocks of a soft sandstone-like byproduct of metal casting which he found discarded in piles by a foundry near his sister's house. Holley believes that divine intervention led him to the material and inspired his artwork. Inspired similarly, he made other carvings and assembled them in his yard along with various [found objects](#). In 1981, Holley brought a few examples of his sandstone carvings to [Birmingham Museum of Art](#) director Richard Murray. The BMA displayed some of those pieces immediately,^[4] and Murray introduced him to the organizers of the 1981 exhibition "More Than Land and Sky: Art from Appalachia" at the [Smithsonian American Art Museum](#) in [Washington, D.C.](#) Soon Holley work was being acquired by other institutions, such as the [American Folk Art Museum](#) in New York and the [High Museum of Art](#) in [Atlanta](#). His work has also been displayed at the [White House](#).^[6]

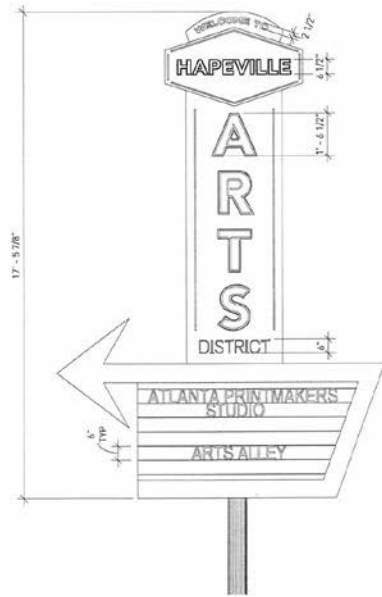
*See https://en.wikipedia.org/wiki/Lonnie_Holley for full Wikipedia text and pictures. Artist biography provided to Council members at the meeting can be found in the Agenda Package posted for the October 17, 2017 Mayor & Council meeting.



Exhibit D



2 3D AXON
SD-1.1



1 ELEVATION @ NEON SIGN - FRONT
SD-1.3 3/8" = 1'-0"

HAPEVILLE, GA
748 VIRGINIA AVENUE
748 VIRGINIA AVENUE
HAPEVILLE, GA 30354



Source Urbanism, LLC
P.O. Box 1154,
Stone Mountain, Georgia 30086
T. 205.410.0088
draw.riley@sourceurbanism.com

HAPEVILLE ARTS DISTRICT - NEON SIGN
748 VIRGINIA AVENUE
HAPEVILLE, GA 30354

CITY OF HAPEVILLE
748 VIRGINIA AVENUE
HAPEVILLE, GA 30354

NEON SIGN
SD-1.0
09/26/2023



1 VIEW FROM CORNER OF VIRGINIA AVE & S CENTRAL AVE - NEON SIGN
SD-1.1



Source Urbanism, LLC
P.O. Box 1154,
Stone Mountain, Georgia 30086
T. 205.410.0088
draw.riley@sourceurbanism.com

ATLANTA PRINTMAKERS STUDIO
748 VIRGINIA AVENUE
HAPEVILLE, GA 30354

CITY OF HAPEVILLE
748 VIRGINIA AVENUE
HAPEVILLE, GA 30354

NEON SIGN
SD-1.1
09/26/2023



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

November 27, 2023 6:00 PM

AGENDA

1. **CALL TO ORDER:** by Mayor Hallman at 6:08 PM
2. **ROLL CALL:** All Members of the Council were present, which constituted a quorum.
 - ✓ Alan Hallman
 - ✓ Mike Rast
 - ✓ Brett Reichert
 - ✓ Mark Adams- *Entered the meeting at 8:03PM*
 - ✓ Chloe Alexander
3. **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).*

MOTION: Councilman Reichert made a motion to go into executive session at 6:10PM. Councilman Alexander provided a second. **Motion carried 3-0.**

MOTION: Councilman Adams made a motion to convene back into regular session at 9:51 PM, Councilman Alexander second. **Motion carried 4-0.**

4. **ADJOURN:**

MOTION: Alderman Rast made a motion to adjourn at 9:52 PM, Councilman Reichert provided a second. **Motion carried 4-0**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



Hapeville

georgia

Mayor and Council

2024 Meeting Schedule

The Mayor and Council meet the First and Third Tuesday of every month at 6:00 P.M. unless otherwise posted. Meetings are held at the Hapeville Municipal Complex located at 700 Doug Davis Drive.

<u>Month</u>	<u>Meeting Date</u>	<u>Suggested Date</u>
January	Tuesday, January 9, 2024	Suggested change made to only host one meeting in this month due to the New Year Holiday.
February	Tuesday, February 6, 2024 Tuesday, February 20, 2024	
March	Tuesday, March 5, 2024 Tuesday, March 19, 2024	
April	Tuesday, April 2, 2024 Tuesday, April 16, 2024	
May	Tuesday, May 7, 2024 Tuesday, May 21, 2024	
June	Tuesday, June 4, 2024 Tuesday, June 18, 2024	
July	Tuesday, July 16, 2024	Suggested change made to only host one meeting in this month due to the Fourth of July Holiday.
August	Tuesday, August 6, 2024 Tuesday, August 20, 2024	
September	Tuesday, September 3, 2024 Tuesday, September 17, 2024	*Please note that the September 3, 2024, Meeting would take place Tuesday after the Labor Day Holiday.
October	Tuesday, October 1, 2024 Tuesday, October 15, 2024	
November	Tuesday, November 12, 2024	Suggested change made to only host one meeting in this month due to the 2024 Election.
December	Tuesday, December 3, 2024	Suggested change made to only host one meeting in this month due to the Christmas Holiday.

**STATE OF
GEORGIA CITY OF
HAPEVILLE**

ORDINANCE NO. 2023-09

AN ORDINANCE TO PRESCRIBE THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the Mayor and Council shall fix the date and time of regular meetings of the Mayor and Council by ordinance pursuant to Code of Ordinance Section 2-403; and

NOW, THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE:

SECTION 1. Scheduling of Regular Meetings Pursuant to Section 2-403 of the Code of Ordinances, the Mayor and Council hereby announce that they shall meet on a regular basis on the first and third Tuesday of every month at 6:00 p.m. Eastern Time (ET), and continue in session from day to day in their discretion. However, Regular Meetings falling on or after a government holiday, will be cancelled or rescheduled. These Regular Meetings not following on the first or third Tuesday are indicated by an asterisk. The holiday schedule is attached hereto and incorporated herein as Exhibit "A". The Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law.

Meeting Date

Tuesday, January 9, 2024	Tuesday, July 16, 2024
Tuesday, February 6, 2024	Tuesday, August 6, 2024
Tuesday, February 20, 2024	Tuesday, August 20, 2024
Tuesday, March 5, 2024	Tuesday, September 3, 2024
Tuesday, March 19, 2024	Tuesday, September 17, 2024
Tuesday, April 2, 2024	Tuesday, October 1, 2024
Tuesday, April 16, 2024	Tuesday, October 15, 2024
Tuesday, May 7, 2024	Tuesday, November 12, 2024
Tuesday, May 21, 2024	
Tuesday, June 4, 2024	Tuesday, December 3, 2024
Tuesday, June 18, 2024	

The meetings shall take place at 700 Doug Davis Drive, Hapeville, GA 30254. They shall begin at 6:00 p.m. and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

Section Two. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

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

ORDAINED this 5th day of December 2023.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF
HAPEVILLE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2023, by and between the City of Hapeville, Georgia (“**City**”), a municipal corporation, and Fulton County, Georgia (“**County**”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “**Parties**”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4 ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Tim Young, City Manager/Administrator
3468 North Fulton Avenue
Hapeville, GA 30354
(404) 669-2100

With a copy to:

Andy Welch, City Attorney
3468 North Fulton Avenue
Hapeville, GA 30354
(404) 669-2100

ARTICLE 10 NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

**ARTICLE 12
GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**ARTICLE 13
SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 15
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

HAPEVILLE, GEORGIA

Attest:

Alan Hallman
Mayor

Sharee Steed, Clerk
City of Hapeville
(SEAL)

APPROVED AS TO FORM:

City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management

OFFICE OF THE FULTON COUNTY MANAGER

Fulton County Government Center

141 Pryor Street, SW
Atlanta, Georgia 30303



Telephone: 404-612-8320
Facsimile: 404-612-2184

Tim Young
City Manager
City of Hapeville
3468 North Fulton Ave.
Hapeville, GA 30354

October 27, 2023

Dear Mr. Young,

Thank you for the ongoing support of Fulton County's animal services program over the last decade. We have placed countless pets in the homes of loving families, and this would not have been possible without your contributions and partnership. We have accomplished a great deal together and are now entering our most exciting and transformational period with the upcoming opening of the Fulton County Animal Services Facility!

The new state-of-the-art Animal Services Facility will provide an abundance of opportunities for your constituents and the animals we all care for. The facility is specifically designed to foster community engagement promoting increased adoption rates, educational opportunities for students and citizens of Hapeville, and the overall improvement in the treatment of our animals.

Despite the increased costs of running the animal services program, Fulton County has kept all invoices to Hapeville flat over the last 6 years. To properly fund our exceptional services going forward, the 2024 program budget will reflect an increase from previous years. **Attachment 1** provides a breakdown of the total program budget along with your estimated annual contribution of **\$45,382**, effective January 1, 2024. Additionally, we have benchmarked other animal services programs in the metro area and around the region and determined our costs are on par with peer programs. Please see **Attachment 2** for this analysis, along with a detailed description of our animal services program.

Finally, please find **Attachment 3** containing your Intergovernmental Agreement (IGA) with Fulton County with an effective date of January 1, 2024. Please sign and return three (3) original copies by December 1, 2023, to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta, Georgia 30303

As we approach the holiday season, we have much to be excited for. The Animal Services Facility will complete construction early next month with grand opening events planned in November and December. Our team will be reaching out with details so we can share these joyous occasions with you!

Please do not hesitate to contact me at 404-612-7393 or Alton.Adams@fultoncountyga.gov if you have any questions or need additional information.

Sincerely,



Alton Adams

Chief Operating Officer

Office of the County Manager

Attachments:

- **Attachment 1:** Annual Program Cost Calculator
- **Attachment 2:** Fulton County Animal Service Facility – Informational Package
- **Attachment 3:** Intergovernmental Agreement

Attachment 1

Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

Based on data for the period ending 5/1/2022 thru 4/30/2023

Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

	Name of Jurisdiction	Responses Per Jurisdiction	% of Jurisdiction Responses	Shelter and Field Operations Services
1	Atlanta	9399	54.22%	\$ 6,562,298
2	South Fulton	3509	20.24%	\$ 2,449,952
3	East Point	1149	6.63%	\$ 802,222
4	Union City	801	4.62%	\$ 559,251
5	Sandy Springs	567	3.27%	\$ 395,874
6	Fairburn	419	2.42%	\$ 292,542
7	Roswell	365	2.11%	\$ 254,840
8	Alpharetta	273	1.57%	\$ 190,606
9	Johns Creek	248	1.43%	\$ 173,151
10	Milton	149	0.86%	\$ 104,030
11	Palmetto	132	0.76%	\$ 92,161
12	Chattahoochee	128	0.74%	\$ 89,368
13	College Park	71	0.41%	\$ 49,572
14	Hapeville	65	0.37%	\$ 45,382
15	Fulton Industrial District	53	0.31%	\$ 37,004
16	Mountain Park	8	0.05%	\$ 5,586
		17336	100.00%	\$ 12,103,840



Fulton County Animal Services Facility

The Path Forward with the City of Hapeville

OCTOBER 2023

Agenda

- Background
- Improving the operating model
- Path forward cost model
- Timeline and next steps
- Key takeaways



The current animal shelter is obsolete, we are in dire need of a new facility and program

- The **current animal shelter is 45 years old** and reflects dated practices for animal care
- In 2019, we took in **8,000 animals, adopted out 4,000 and sent 1,500 to rescue groups** or other shelters
- Fulton has **invested over \$40 million in a new shelter** to open in November 2023
- We **anticipate over 400,000 adoptions to occur** over the 40 year lifespan of the new shelter
- Our new model will **accurately reflect the true cost** of operating an animal welfare program

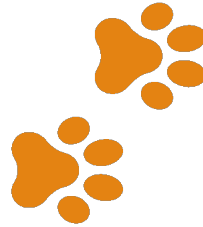
An estimated **66% of households have pets**



Our operating model is no longer sustainable so a new approach must be taken for the program

The current model is unsustainable

- Inadequate facility for the animals, employees, volunteers and visitors
- Severe limitations leading to compliance concerns with the Georgia Department of Agriculture (GDA)
- The animal shelter has been underfunded for the past 6 years
- LifeLine has provided \$1.7 million of subsidies since 2018
- Fulton County contributed over \$1.6 million in 2023 to cover cost increases



Our new model is a major step forward

- More humane treatment of animals
- Reduced spread of airborne diseases
- Improved working conditions and experience for employees and volunteers promoting greater retention
- Expanded community outreach and education
- Improved intersect between humans and animals
 - Increased adoption rates
 - Bonding spaces for socializing dogs with people
 - Rehabilitation training for dogs
- All operations and services fully funded, not relying on inconsistent philanthropic donations



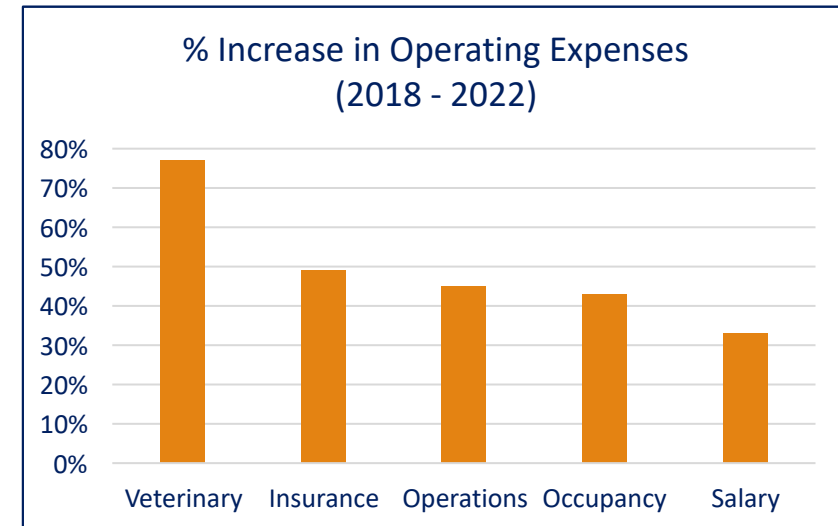
Aerial Site Photograph - September 2023



Our new model must catch up to current costs and account for expected increases

- Funding for animal services have been artificially low the past six years with Fulton County spending:
 - **30% less than** other metro Atlanta counties
 - **40% less than** our national benchmark counties
- Concurrent with the underfunding of animal services, the program has experienced significant cost increases between 2018 – 2022
- Fulton County has already made significant investments in capital and operating expenses
 - **Annual debt service of \$2.75 million** for the \$40 million new animal services facility
 - **Contributions totaling \$1.6 million in 2023** to cover overages in operating expenses

The average cost of shelter care is **\$1,000 per animal** (*source: Atlanta Humane Society*)



Source: LifeLine Animal Project, Inc.

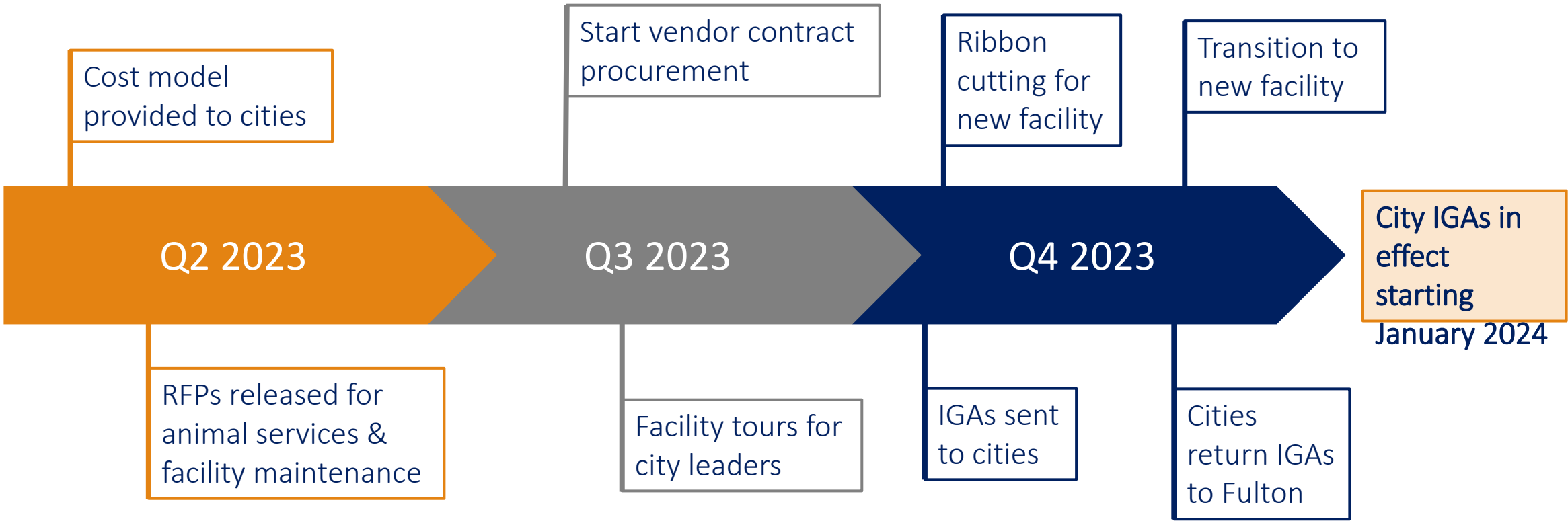
Our go-forward model will fund a modern facility at the appropriate level



Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
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5	Sandy Springs	567	3.27%	\$ 395,874
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10	Milton	149	0.86%	\$ 104,030
11	Palmetto	132	0.76%	\$ 92,161
12	Chattahoochee	128	0.74%	\$ 89,368
13	College Park	71	0.41%	\$ 49,572
14	Hapeville	65	0.37%	\$ 45,382
15	Fulton Industrial District	53	0.31%	\$ 37,004
16	Mountain Park	8	0.05%	\$ 5,586
		17336	100.00%	\$ 12,103,840

Our next steps will formalize agreements with the cities and vendors to provide world-class animal services



The new animal services facility and program is a giant step forward and something we can be proud of



- Our citizens are passionate about animal rights and support a world-class facility to provide animal care solutions
- Our animal services program has historically been underfunded
 - Diminished citizen experience
 - Regulatory compliance issues with GDA
- The new shelter provides a unique opportunity to improve citizen experience, animal welfare, and the reputation of Hapeville and Fulton County

"The greatness of a nation and its moral progress can be judged by the way its animals are treated."

- Mahatma Gandhi







November 29, 2023

Mayor and Council Members
3468 North Fulton Avenue
Hapeville, Georgia 30354

Re: South Central Sidewalk & Gateway
Our Reference No. 220446

Dear Honorable Mayor and Council:

We have reviewed the bids received at City Hall, at 2:00 PM local time on November 28, 2023 for construction of the referenced project. Five (5) bids were received. The following is a summary of the three (3) lowest bids:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Sol Construction 4120 Presidential Pkwy Ste 115 Atlanta, GA 30340	\$ 339,877.00
2.	The Corbett Group 13201 Veterans Memorial Hwy Douglasville, GA 30134	\$405,161.00
3.	Construction 57, Inc. 802 Park North Blvd Clarkston, GA 30021	\$462,820.75

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 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/2023).

The low bidder, Sol Construction appears to have met all of the required qualifications. Keck & Wood, Inc. has worked with Sol Construction on similar projects and considers Sol Construction to be capable of performing the required activities to complete this project. As a result, Keck & Wood, Inc. therefore, recommends contract award to Sol Construction in the amount of \$339,877.00 for construction of the South Central Sidewalk & Gateway project.

The Cincinnati 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
Project Engineer

Enclosure

BID TABULATION
S. CENTRAL SIDEWALK GATEWAY PROJECT
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
AT HAPEVILLE CITY HALL
2:00 P.M., LOCAL TIME, NOVEMBER 28, 2023

					BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
					Sol Construction, LLC		The Corbett Group		Construction 57, Inc.	
					4120 Presidential Pkwy		13201 Veterans Memorial Hwy		809 Park North Boulevard	
					Ste. 115		Douglasville, GA 30134		Clarkston, GA 30021	
					Atlanta, GA 30340					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS		\$12,570.00	\$12,570.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	GRADING COMPLETE	1	LS		\$78,853.00	\$78,853.00	\$50,000.00	\$50,000.00	\$120,000.00	\$120,000.00
3	CONC. CURB & GUTTER, 6" X 30", TP 2	558	LF		\$24.50	\$13,671.00	\$28.00	\$15,624.00	\$22.00	\$12,276.00
4	CONC. SIDEWALK, 4"	301	SY		\$49.00	\$14,749.00	\$57.00	\$17,157.00	\$40.00	\$12,040.00
5	CONCRETE HEADER CURB, 6", TP 2	562	LF		\$20.00	\$11,240.00	\$22.00	\$12,364.00	\$18.00	\$10,116.00
6	RECYCLED ASPH. CONC. 12.5 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	137	TN		\$269.00	\$36,853.00	\$280.00	\$38,360.00	\$295.00	\$40,415.00
7	MILLING ASPH. CONCRETE PAVEMENT, 1.5" DEPTH	1,656	SY		\$6.00	\$9,936.00	\$12.00	\$19,872.00	\$14.00	\$23,184.00
8	4" SOLID WHITE STRIPE	258	LF		\$2.50	\$645.00	\$3.00	\$774.00	\$5.50	\$1,419.00
9	5" SOLID WHITE THERMOPLASTIC	1,049	LF		\$2.20	\$2,307.80	\$3.00	\$3,147.00	\$2.50	\$2,622.50
10	5" SOLID YELLOW THERMOPLASTIC	1,056	LF		\$2.20	\$2,323.20	\$3.00	\$3,168.00	\$2.50	\$2,640.00
11	TRAFFIC STRIPE, WHITE	18	SY		\$19.00	\$342.00	\$50.00	\$900.00	\$15.00	\$270.00
12	BRICK PAVERS	945	SF		\$15.00	\$14,175.00	\$35.00	\$33,075.00	\$25.00	\$23,625.00
13	RIVER ROCK/ SWALES	5	SY		\$200.00	\$952.00	\$500.00	\$2,380.00	\$200.00	\$952.00
14	LANDSCAPE PLANTING	25,000	ALLOWANCE		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
15	STORMWATER GRATES	3	EA		\$2,370.00	\$7,110.00	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00
16	ILEX X 'NELLIE R. STEVENS'	9	EA		\$1,070.00	\$9,630.00	\$45.00	\$405.00	\$750.00	\$6,750.00
17	M. CERIFERA	12	EA		\$388.00	\$4,656.00	\$55.00	\$660.00	\$300.00	\$3,600.00
18	M. VIRGINIANA	3	EA		\$775.00	\$2,325.00	\$400.00	\$1,200.00	\$550.00	\$1,650.00
19	C. JAPONICA 'GLOBOSA NANA'	18	EA		\$105.00	\$1,890.00	\$75.00	\$1,350.00	\$95.00	\$1,710.00
20	ILEX GLABRA 'SHAMROCK'	33	EA		\$107.00	\$3,531.00	\$60.00	\$1,980.00	\$60.00	\$1,980.00
21	L. CINENSE VAR. RUBRUM 'DARUMA'	56	EA		\$77.00	\$4,312.00	\$95.00	\$5,320.00	\$55.00	\$3,080.00
22	N. DOMESTICA 'FIREPOWER'	22.0	EA		\$53.00	\$1,166.00	\$75.00	\$1,650.00	\$30.00	\$660.00
23	H. X 'STELLA DE ORO'	408	EA		\$33.50	\$13,668.00	\$30.00	\$12,240.00	\$10.00	\$4,080.00
24	JUNIPERUS CONFERTA 'BLUE PACIFIC'	80	EA		\$34.00	\$2,720.00	\$50.00	\$4,000.00	\$20.00	\$1,600.00
25	M. CAPILLARIS	35	EA		\$34.00	\$1,190.00	\$60.00	\$2,100.00	\$20.00	\$700.00
26	P. VIRGATUM 'SHENANDOAH'	51	EA		\$33.00	\$1,683.00	\$40.00	\$2,040.00	\$20.00	\$1,020.00
27	SHREDDED CYPRESS MULCH	350	EA		\$3.00	\$1,050.00	\$5.00	\$1,750.00	\$30.00	\$10,500.00
28	TENNESSEE RIVER STONE W/ FILTER FABRIC	6,800	SF		\$3.53	\$24,004.00	\$7.00	\$47,600.00	\$5.00	\$34,000.00
29	MONUMENT SIGN FABRICATION AND INSTALLATION	1	EA		\$34,956.00	\$34,956.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
30	SILT FENCE	515	LF		\$4.60	\$2,369.00	\$3.00	\$1,545.00	\$3.75	\$1,931.25
TOTAL BID AMOUNT					\$339,877.00		\$405,161.00		\$462,820.75	
BID BOND					5%		5%		5%	
NOTE REFERENCE					(1)(2)(3)		(1)(2)(3)		(1)(2)(3)	
LICENSE NUMBER					250065		UC302014		UC302253	

BID TABULATION
S. CENTRAL SIDEWALK GATEWAY PROJECT
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA
 AT HAPEVILLE CITY HALL
 2:00 P.M., LOCAL TIME, NOVEMBER 28, 2023

				BIDDER NO. 4 Backbone Infrastructure, LLC 4805 Westoak Ct. Sugar Hill, GA 30518		BIDDER NO. 5 Tri Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, GA 30041	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS	\$36,611.10	\$36,611.10	\$24,000.00	\$24,000.00
2	GRADING COMPLETE	1	LS	\$148,344.55	\$148,344.55	\$207,579.20	\$207,579.20
3	CONC. CURB & GUTTER, 6" X 30", TP 2	558	LF	\$24.00	\$13,392.00	\$34.88	\$19,463.04
4	CONC. SIDEWALK, 4"	301	SY	\$41.00	\$12,341.00	\$76.88	\$23,140.88
5	CONCRETE HEADER CURB, 6", TP 2	562	LF	\$22.00	\$12,364.00	\$20.16	\$11,329.92
6	RECYCLED ASPH. CONC. 12.5 MM SUPERPAVE, GP 1 OR 2, INCL. BITUM MATL & H LIME	137	TN	\$235.60	\$32,277.20	\$240.00	\$32,880.00
7	MILLING ASPH. CONCRETE PAVEMENT, 1.5" DEPTH	1,656	SY	\$9.60	\$15,897.60	\$11.10	\$18,381.60
8	4" SOLID WHITE STRIPE	258	LF	\$1.00	\$258.00	\$4.02	\$1,037.16
9	5" SOLID WHITE THERMOPLASTIC	1,049	LF	\$0.87	\$912.63	\$1.20	\$1,258.80
10	5" SOLID YELLOW THERMOPLASTIC	1,056	LF	\$0.87	\$918.72	\$1.20	\$1,267.20
11	TRAFFIC STRIPE, WHITE	18	SY	\$6.00	\$108.00	\$16.20	\$291.60
12	BRICK PAVERS	945	SF	\$24.00	\$22,680.00	\$17.72	\$16,745.40
13	RIVER ROCK/ SWALES	5	SY	\$95.00	\$452.20	\$105.00	\$499.80
14	LANDSCAPE PLANTING	25,000	ALLOWANCE	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
15	STORMWATER GRATES	3	EA	\$3,500.00	\$10,500.00	\$1,272.38	\$3,817.14
16	ILEX X 'NELLIE R. STEVENS'	9	EA	\$1,300.00	\$11,700.00	\$796.88	\$7,171.92
17	M. CERIFERA	12	EA	\$940.00	\$11,280.00	\$487.50	\$5,850.00
18	M. VIRGINIANA	3	EA	\$950.00	\$2,850.00	\$740.63	\$2,221.89
19	C. JAPONICA 'GLOBOSA NANA'	18	EA	\$150.00	\$2,700.00	\$107.81	\$1,940.58
20	ILEX GLABRA 'SHAMROCK'	33	EA	\$150.00	\$4,950.00	\$97.50	\$3,217.50
21	L. CINENSE VAR. RUBRUM 'DARUMA'	56	EA	\$250.00	\$14,000.00	\$103.13	\$5,775.28
22	N. DOMESTICA 'FIREPOWER'	22.0	EA	\$250.00	\$5,500.00	\$84.38	\$1,856.36
23	H. X 'STELLA DE ORO'	408	EA	\$70.00	\$28,560.00	\$26.25	\$10,710.00
24	JUNIPERUS CONFERTA ' BLUE PACIFIC'	80	EA	\$70.00	\$5,600.00	\$18.75	\$1,500.00
25	M. CAPILLARIS	35	EA	\$50.00	\$1,750.00	\$18.75	\$656.25
26	P. VIRGATUM 'SHENANDOAH'	51	EA	\$50.00	\$2,550.00	\$25.31	\$1,290.81
27	SHREDDED CYPRESS MULCH	350	EA	\$6.00	\$2,100.00	\$61.88	\$21,658.00
28	TENNESSEE RIVER STONE W/ FILTER FABRIC	6,800	SF	\$5.00	\$34,000.00	\$8.63	\$58,684.00
29	MONUMENT SIGN FABRICATION AND INSTALLATION	1	EA	\$29,516.50	\$29,516.50	\$18,600.00	\$18,600.00
30	SILT FENCE	515	LF	\$3.50	\$1,802.50	\$1.80	\$927.00
TOTAL BID AMOUNT				\$490,916.00		\$528,751.33	
BID BOND NOTE REFERENCE LICENSE NUMBER				5% (1)(2)(3) 17282		5% (1)(2)(3) GCCO003381	

NOTES:

* 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 ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 2.

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.



11/29/23

AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF HAPEVILLE

This Agreement is made and entered into this _____ day of _____, 20____,
by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of
Georgia, hereinafter called the **DEPARTMENT**, and the CITY OF HAPEVILLE, GEORGIA acting
by and through its City Council, hereinafter called the **CITY**.

WHEREAS, the CITY has represented to the DEPARTMENT a desire to obtain roadway
lighting as part of the **I-85 @ Exit 74 Lighting Upgrade** project, Fulton County;

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in: 1)
Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid
location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roadway lighting as part of the **I-85 @ Exit 74 Lighting Upgrade** project, Fulton County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the CITY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The CITY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The CITY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the CITY.

5. It is understood by the CITY that the DEPARTMENT has relied upon the CITY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the CITY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the CITY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the CITY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the CITY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the CITY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

CITY OF HAPEVILLE

BY: _____
Mayor

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the City Council at a meeting held at

this _____ day of _____,

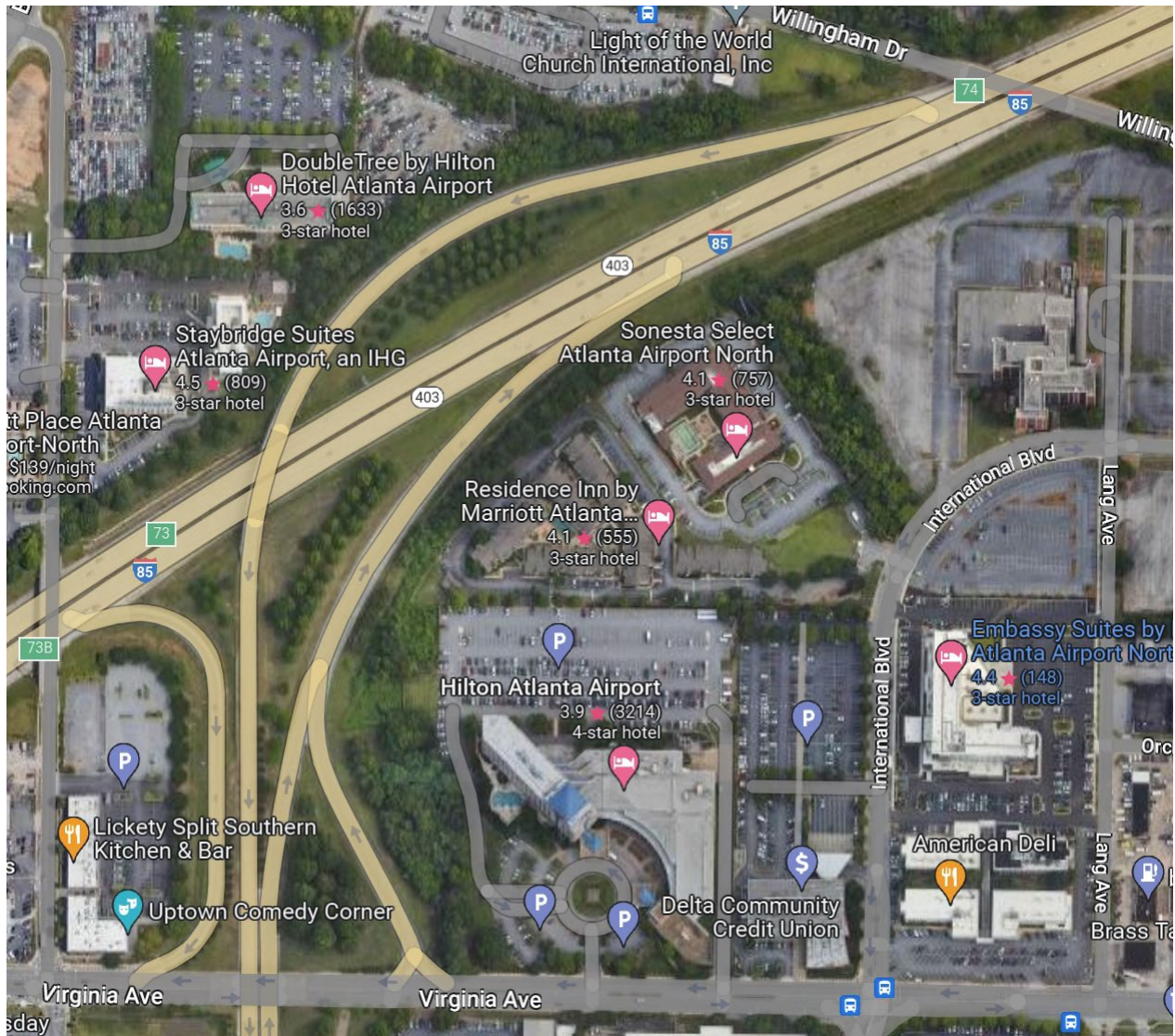
ATTEST:

20__.

Treasurer

City Clerk

Attachment "A"



Project Location Map

I-85 @ Exit 74 Lighting Upgrade City of Hapeville (Fulton County)